

COLLECTIVE BARGAINING AGREEMENT

between

SAINT MARY'S COLLEGE OF CALIFORNIA

and

THE SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021

May 20, 2016 through June 30, 2019

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PREAMBLE

This Agreement is entered into by and between Saint Mary's College of California ("the College") and its Bargaining Unit Faculty members, as represented by the Service Employees International Union, Local 1021, CtW, CLC ("the Union").

It is the purpose of this Agreement to set forth the wages, hours of employment, and other terms and conditions of employment for members of the bargaining unit.

The College values and respects the role of Bargaining Unit Faculty as valued and integral members of a learning community. It is the goal of all parties to foster a relationship between the parties that will be characterized by a spirit of professionalism, collegiality, and cooperation toward a common objective of providing an exceptional educational experience for the College's students. All parties agree that they will act in a manner that supports this common goal. All parties believe that providing an exceptional educational experience for the College's students can be supported when these parties communicate their respective perspectives while demonstrating mutual respect for each other.

The parties recognize and support the commitment of the College to provide the very best in educational opportunities to all students. All parties seek to achieve the core common objective of giving the College's students the best education possible.

ARTICLE #1 -- RECOGNITION

Section 1.1 - Exclusive Representative

The College recognizes the Union as the exclusive representative of the employees defined in Section 1.2(A) of this Article for the purpose of collective bargaining.

Section 1.2 – Employee

A. Employees in the Bargaining Unit

Whenever used in this Agreement, the term "Bargaining Unit Faculty" will mean all non-tenure track faculty employed by the College where the Bargaining Unit Faculty member is the instructor of record for matriculating students for credit-bearing courses at the College.

This definition shall include all positions formerly known as full-time and part-time adjuncts, adjunct professors, adjunct assistant professors, adjunct associate professors, adjunct instructors, lecturers, and visiting assistant professors employed by the College at its locations in California and in its LEAP and online programs.

This definition shall exclude tenured and tenured-track faculty, executive assistants, managers, assistant managers, independent contractors, administrators, graduate students, other employees who do not teach undergraduate or graduate credit-bearing courses or laboratories for matriculating students, guards, and supervisors as defined in the National Labor Relations Act.

Also included in the bargaining unit will be any Bargaining Unit Faculty positions at the College's locations in California and in its LEAP and online programs created during the term of this contract where the Bargaining Unit Faculty member is the instructor of record for matriculating students for credit-bearing courses at the College.

B. Bargaining Unit Information

No later than September 15, the third day of the January Term, February 15 and June 15 of each year, the College will provide to the Union a list of Bargaining Unit Faculty who meet the definition of Employee under Section (A) of this Section 1.2. The College will subsequently provide an updated list to the Union that includes each employee's name, employee id number, assignment(s) for the semester (including course title(s)), department, credits per course, pay rate, any non-teaching academic responsibilities including administrative academic responsibilities (including but not limited to advising, or grant-writing), College email address, duration of term, and the semester the Bargaining Unit Faculty member first taught at the College.

The College also will provide to the Union an annual list of Bargaining Unit Faculty participating in the College's health and dental benefits program. This list shall be provided no later than August 15 of each year.

All information will be provided electronically to the extent practicable.

ARTICLE #2 – UNION SECURITY AND CHECKOFF

- A.** Except as provided below, all Bargaining Unit Faculty covered by this Agreement, as set forth in Article 1.2(A), who do not voluntarily acquire and maintain membership in the Union, shall be required as a condition of continued employment to pay to the Union each month, beginning no later than thirty-one (31) days after the date of their first paycheck for teaching a credit-earning course or laboratory pursuant to their appointment as a Bargaining Unit Faculty member covered by this Agreement or after the ratification of this Agreement, whichever is later, an agency fee for teaching a credit-earning course or laboratory (a service charge as a contribution toward the cost of administration of this Agreement and representation by the Union). The amount of such agency fee shall be determined by the Union in accordance with applicable law, as percentage of full dues uniformly required to be paid as dues and initiation fees by those who choose to become members of the Union. Agency fees shall be deducted from compensation earned for teaching a credit-earning course or laboratory, i.e. not from compensation for administrative duties.
- B.** Payment of union dues or agency fees, voluntary contribution to the SEIU Local 1021 Committee on Political Education (COPE), or contributions to a charitable organization selected from the following list approved by the College and the Union, may be made by all Bargaining Unit Faculty via the check-off procedure provided by this Article. Charitable organizations include: Lasallian Volunteers, East Bay Scholarship Fund, De Marillac Academy, Lasallian Education Fund, De La Salle Blackfeet Indian School (Montana).

It is agreed that the College shall assume no financial or other obligation arising out of the provisions of this Article, and the Union hereby agrees that it shall indemnify and hold the College harmless from any claims, actions, or proceedings by Bargaining Unit Faculty members arising from the College's actions in accordance with this Article.

- C.** Each payday that the Bargaining Unit Faculty member receives a paycheck for teaching a credit-earning course or laboratory, the College shall, during the term of this Agreement, deduct from Bargaining Unit Faculty member's compensation for teaching a credit-earning course or laboratory, a sum of dues or fees owed to the Union for the month covered by that paycheck and authorized under federal labor law, provided the Bargaining Unit Faculty member has furnished the College a written assignment executed in accordance with the law.

The Union will provide the College a suitable form for the authorization of this payroll deduction and as to the new Bargaining Unit Faculty member, the College will include that form with his/her appointment letter.

- D. The College shall remit the dues or fees to the Union along with a list of members and agency fee payers within the first ten (10) working days of the month following the month of collection.

ARTICLE #3 – SAVINGS CLAUSE

If any provision of this Agreement is declared to be illegal, void or invalid by any court of competent jurisdiction or any administrative agency that has jurisdiction, all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect, to the same extent as if the invalid provision had never been part of the Agreement. In such event, upon thirty (30) days' notice from either side, the parties agree to re-negotiate any provision that has been invalidated.

ARTICLE #4 – SEIU RIGHTS

- A. College facilities, to the extent not being used for regular College business, may be scheduled by Bargaining Unit Faculty (unit members) for their union-related activities and business as it relates to Saint Mary's College. All such scheduling shall be through the College's regular facilities scheduling system and consistent with the same procedures applicable to all faculty and staff seeking to schedule the use of such facilities.
- B. Intra-campus mail service, including electronic mail services, shall be available to SEIU, Saint Mary's Union leadership, and Bargaining Unit Faculty at no cost for official SEIU communications; provided however that only Saint Mary's College employees shall have College email addresses. Bargaining Unit Faculty member's mailboxes may be utilized by SEIU for purposes of SEIU communication to Bargaining Unit Faculty.
- C. The Union will have access to locked display cases for the posting of union-related material in four main academic buildings in a geographically centered area. These areas shall be:
 - 1. Outside of HR
 - 2. Garaventa Hall - First Floor at the "T" intersection of the hallway below the clock
 - 3. Dante Hall -Third Floor outside of the mail room
 - 4. Galileo Hall- Second Floor between Galileo 211 A and 211 B

Or other mutually agreeable, comparable sites, subject to facilities and construction considerations.

Said cases shall be solely for the use of the Union and shall be identified as such. The keys shall be held by Saint Mary's Union leadership. The display cases shall be located in areas that are visible and accessible to Bargaining Unit Faculty and in areas of the buildings that are frequented by Bargaining Unit Faculty. The Union will not post materials which are libelous, slanderous, obscene, pornographic, likely to cause harm to College property or physical danger to any individual. Any questions or issues shall be addressed by the Labor Management Committee.

- D. The Union and the Saint Mary's Union leadership, and their stewards shall officially represent SEIU at the College. The names of the SEIU representatives, Saint Mary's Union leadership, and their stewards shall be provided to the Office of the Provost within 10 days before the start of each term.

ARTICLE #5 – ACADEMIC FREEDOM

Bargaining Unit Faculty member shall enjoy academic freedom consistent with the statement on Academic Freedom set forth in the Faculty Handbook, the relevant section of which is attached as Appendix A.

Bargaining Unit Faculty members may provide input on the selection of course materials for any courses in which a department requires the use of a particular text. The Department Chair or Program Director retains decision-making authority with respect to the selection of texts and course materials and the delegation of this authority.

ARTICLE #6 – NON-DISCRIMINATION

The parties are committed to maintaining an atmosphere of diversity and inclusivity, where unlawful discrimination, harassment and retaliation have no place. To that end, the parties agree that the College's *Policy Prohibiting Discrimination, Harassment (including Sexual) and Retaliation* shall apply to all Bargaining Unit Faculty. The parties reaffirm their commitment to these principles as follows:

A. Discrimination

There shall be no discrimination by the College, or any employee of the College, or any member of the Union against any Bargaining Unit Faculty member, or any applicant for Bargaining Unit Faculty employment, on the basis of union activities or membership, or on the basis of race, color, religion, national origin, ancestry, age, sex, gender, sexual orientation, marital status, medical condition, physical or mental disability, taking a protected leave (e.g., family, medical, or pregnancy leave), or on any other basis protected by applicable laws.

B. Harassment

Neither the College nor the Union will tolerate harassment of Bargaining Unit Faculty members by any other employee of the College or by the Union. For the purposes of this Article, harassment includes any harassment taken on the basis of a protected category where such conduct has the effect of unreasonably interfering with a Bargaining Unit Faculty member's performance or creating an intimidating, hostile, or abusive working environment.

A determination of whether particular conduct creates an intimidating, hostile or abusive work or learning environment is assessed from the point of view of a reasonable person in the complainant's position; such a determination also takes into account the totality of the circumstances, including, but not limited to, the following:

1. The frequency of the abusive conduct;
2. Its seriousness;
3. Whether it is physically threatening or humiliating;
4. The location of the conduct and the context in which it occurred;
5. The degree to which the conduct affected the education or employment environment; and,
6. The relationship between the parties.

Sexual harassment is a form of sex discrimination, which is illegal under both federal and state law. It can be verbal, visual, or physical. Although what constitutes sexual harassment will vary with the particular circumstances, it is defined as follows:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of instruction, employment, or participation in a College activity; or
2. Submission to or rejection of such conduct by an individual is used as a basis for evaluation in making academic or personnel decisions affecting that individual; or
3. Such conduct has the effect of unreasonably interfering with an individual's performance or creating an intimidating, hostile, or abusive working or learning environment.

Harassment does not include verbal expression or written material that is relevant and appropriately related to course subject matter or curriculum, and nothing in this Article is intended to interfere with the College's educational mission or academic freedom, e.g., the ability of a Bargaining Unit Faculty member to examine examples of harassment appropriate to a particular subject.

C. Retaliation

The parties agree that no one from the College or the Union shall retaliate against a Bargaining Unit Faculty member for filing a complaint of discrimination, harassment or retaliation, or for cooperating in an investigation of alleged discrimination, harassment or retaliation (collectively "protected activity.") For the purposes of this Article, retaliation includes actions taken in response to protected activity with the intent or effect of adversely affecting the terms or conditions of employment (including, but not limited to, threats of physical harm, loss of job, punitive work assignments, or impact on salary or wages, or the access to benefits).

D. Disability Accommodations

Notwithstanding any other provision of this Agreement, the College shall have the right to take all actions necessary to comply with disability law, including but not limited to the authority to take actions deemed by the College to be necessary to effect reasonable accommodations. The Union and the Bargaining Unit Faculty members shall cooperate with the College's compliance obligations.

E. Resolution of Complaints

Any complaints pertaining to behavior prohibited by this Article shall be resolved pursuant to the College's *Complaint and Reporting Procedures and Resources for Addressing Incidents of Discrimination, Harassment, Including Sexual, and Retaliation*. Bargaining Unit Faculty members may choose to have a union representative present during any meetings held under this Article.

ARTICLE #7 – LABOR MANAGEMENT COMMITTEE

- A.** The College and the Union are committed to an ongoing cooperative relationship which fosters effective ongoing communication and addresses issues and concerns with recommendations that are in the best interest of the parties. To that end, the parties agree to the creation of a joint Labor Management Committee ("the LMC") to help discuss and resolve issues at the earliest opportunity.
- B.** The LMC shall consist of not more than five (5) representatives designated by the Union and at least three (3) representatives designated by the College, including someone from Academic Affairs with decision-making authority. Apart from that person, the parties will designate their own representatives to the LMC, including one designee as co-chair. If agreed to by both parties in advance of the meeting, more than five (5) representatives of one or both parties may attend a meeting.

- C. The LMC may consider and make recommendations on matters arising under this Agreement, including those issues that may be informally resolved by mutual discussion prior to the invocation of the Grievance and Arbitration provision and matters including but not limited to health and safety, training, facilities, and resources available to the Bargaining Unit Faculty. The LMC shall also negotiate to conclusion, matters and policies affecting the terms and conditions of employment of Bargaining Unit Faculty members; however, it is understood that the LMC shall not have the authority to re-negotiate any of the provisions contained in this Collective Bargaining Agreement.
- D. The LMC shall meet at least eight (8) times per calendar year, on mutually acceptable dates and times to be agreed upon and scheduled at the beginning of the Fall Term. If the parties mutually agree that the meeting does not need to occur, then the meeting shall be cancelled with reasonable notice. For urgent matters, additional meetings may be held by mutual agreement. Designated representatives of the Union and the College will suggest agenda items one (1) week prior to each meeting.

ARTICLE #8 – HEALTH AND SAFETY

The College and the Union are committed to providing a safe working environment for all Bargaining Unit Faculty. To that end, the parties agree that:

- A. The College shall provide Bargaining Unit Faculty with safe working conditions and workplace protections that meet applicable OSHA standards and other applicable state or federal regulations governing workplace safety. The College will comply with all such state and federal laws and regulations regarding health and safety
- B. Bargaining Unit Faculty shall comply with all applicable health and safety regulations.

ARTICLE #9 – PROCESSING OF UNEMPLOYMENT INSURANCE CLAIMS

Section 9.1 Eligibility

The College agrees that upon expiration of their contracts and absent a reasonable assurance of future employment, Adjunct Assistant & Adjunct Associate Faculty (as defined in Article 10, *Tiers, Appointments & Assignments*) in the bargaining unit become immediately eligible for unemployment insurance benefits through California’s Employment Development Department (EDD), subject to a determination of eligibility by the EDD.

Section 9.2 Standard Used By EDD

The Union and the College agree that, as of 2015, the EDD uses the definition of “reasonable assurance” set forth in the California Superior Court’s decision in *Cervisi et al. v. Unemployment Insurance Appeals Board*, as follows:

. . . under the statute, an assignment that is contingent on enrollment, funding or program changes is not ‘reasonable assurance’ of employment.

Section 9.3 College’s Response to EDD

Upon expiration of their contracts, when an Adjunct Assistant or Adjunct Associate Faculty member files an unemployment insurance claim and the College receives written notice from the EDD of a “Notice of Unemployment Insurance Claim Filed” (Notice), the College shall reply to the EDD in writing, only

indicating the date of the expiration of the most recent contract, unless there are other material facts that the College is legally required to report. The College's response shall be mailed within the ten (10) days indicated in the EDD's written Notice of the College.

Unless otherwise legally required, in its written reply to the EDD, the College shall indicate that no section II (Reporting Funds) apply that would otherwise deny the Adjunct Assistant/Associate Faculty member the right to EDD unemployment insurance benefits from the College's reserve account, subject to a determination of eligibility by the EDD.

Section 9.4 Lack of Response to EDD

Should the College not inform the EDD within the EDD's required ten (10) days to reply and such delay results of the start of benefits approved by the EDD, the College agrees to pay the Adjunct Assistant or Adjunct Associate Faculty member filing the claim the equivalent of the weekly unemployment benefits that the Adjunct Assistant or Adjunct Associate Faculty member would have received, until such time as the EDD begins paying weekly unemployment benefits to the employee. The College's payment of equivalent weekly unemployment benefits shall be calculated retroactive from the ten (10) days of the EDD Notice, until such time as the EDD unemployment benefits payments commenced.

Section 9.5 Resolution

The Union shall have the right to file formal grievances per this Agreement in event of refusal by the College to provide the required EDD reply or in the event of refusal by the College to pay the equivalent unemployment benefits per section 9.4 above if such refusal has led to a delay or reduction in benefits approved by the EDD. Should the College and Union fail to resolve a grievance related to this Agreement, procedures for referring the grievance to arbitration indicated in the Grievance-Arbitration article of this Agreement shall apply. The sole remedy available under this provision shall be any difference in unemployment benefits actually received and unemployment benefits that might have been received had the College timely replied to the EDD or timely paid the difference.

Section 9.6 EDD Notice

The College agrees to post EDD Notice, DE 1857A, annexed hereto as Appendix B, advising employees in the bargaining unit of their rights to claim unemployment and other EDD benefits, and to post information about how to apply for unemployment benefits on the website accessed by faculty. For those Adjunct Assistant & Adjunct Associate Faculty who are new hires and re-hires in the bargaining unit shall be notified by the College of their rights to receive unemployment and other EDD benefits at the time of their hire/re-hire.

ARTICLE #10 – TIER SYSTEM, APPOINTMENTS AND ASSIGNMENTS

I. Definitions

- A.** An Appointment is a commitment by the College to a Bargaining Unit Faculty member for a specified term (1-year or 3-year) and for an estimated course load over the length of the Appointment. For Bargaining Unit Faculty members who receive a Course Assignment Contract as a Salaried Adjunct or a Visiting Professor, those contracts shall run concurrently with their Appointment. In addition, the College may hire a Bargaining Unit Faculty member for a limited duration, such as for one course or more in order to cover a sabbatical, a medical or personal leave of absence, or other temporary circumstance. Those Bargaining Unit Faculty member who are appointed to a limited duration appointment as the instructor of record will be

placed in the tier system in accordance with their credited SMC Course Values, as defined in this Article.

- B. An Initial Appointment is a Bargaining Unit Faculty members' probationary period at the College.
- C. A Course Assignment Contract is a commitment by the College to a Bargaining Unit Faculty member for teaching a specified course(s) in a specified schedule during that Academic Year, with a specified rate of compensation (see Article 11, *Compensation*). Course Assignment Contracts will have a definite beginning and end date.

II. General Provisions of the Tier System

- A. Bargaining Unit Faculty members will not be replaced by lower paid Bargaining Unit Faculty members or other College employees solely to reduce costs.
- B. Bargaining Unit Faculty members will be placed into the Tier System as described herein for purposes of contract length and course load, based on teaching experience.
- C. Teaching refers to the number of courses taught at the College or other regionally accredited (or comparable international) institutions of higher education. For the purposes of this Article, teaching experience is measured by the base unit of 1.0 courses, defined as the equivalent of 3.0-3.5 units according to the College's credit hour policy. For workload equivalencies that do not follow this formula, the College will provide a list of exceptions.
- D. For initial placement into the Tier System, Bargaining Unit Faculty members will be credited for all courses taught at the College or other regionally accredited (or comparable international) institutions of higher education the values for which are collectively expressed as "SMC Course Values."
- E. Bargaining Unit Faculty members will continue to accrue SMC Course Values for the activities described in ¶H throughout the term(s) of their Appointment(s) up to a maximum credit of twelve (12) SMC Course Values for outside experience. To be credited with SMC Course Values for outside teaching activities, Bargaining Unit Faculty must submit a Course Credit Form, (annexed hereto as Appendix C) no later than March 15 of each year.
- F. Prior to progressing from one category to another in the tier system or before being renewed if in Tier 2, a Bargaining Unit Faculty member shall be rated "Satisfactory" or greater in the Performance Evaluation procedure set forth in Article 14, *Performance Evaluation*.
- G. The Tier System will be structured as follows:

Tier	Title	Contract length	Service and experience*
1	Adjunct Assistant Professor	One (1) year	Less than or equal to: Twenty-eight (28) SMC Course Values or teaching for four (4) consecutive Academic Years at the College.
2	Adjunct Associate Professor	Three (3) years (renewable)	Greater than: Twenty-eight (28) SMC Course Values or after teaching for four (4) consecutive Academic Years at the College.

H. SMC Course Values for experience other than teaching at the College are as follows:

Experience	SMC Course Values
Courses at the College	Corresponding SMC Course Values measured by the base unit of 1.0 courses, defined as the equivalent of 3.0-3.5 units according to the credit hour policy. For workload equivalences that do not follow this formula, the College will provide a list of exceptions.
Teaching at other regionally accredited institutions of higher education institutions	One (1) outside course of 3.0-3.5 units at a regionally accredited institution of higher education = .5 SMC Course Value

I. Tier 1 Appointments

Bargaining Unit Faculty members in Tier 1 may be reappointed with one (1) Academic Year appointment, with a teaching load of up to seven (7) courses per year. Unless waived by the College, prior to being reappointed for another appointment, the Bargaining Unit Faculty member shall have a comprehensive performance assessment as set forth in Article 14, *Performance Evaluation*.

J. Tier 2 Appointments

Bargaining Unit Faculty members in Tier 2 will be reappointed with a three (3) year appointment according to their Tier, with a teaching load estimate of no less than the average number of courses taught by that Bargaining Unit Faculty member at the College during the preceding three (3) Academic Years. Unless waived by the College, prior to being reappointed for another three (3) year appointment, the Bargaining Unit Faculty member shall have a comprehensive performance assessment as set forth in Article 14, *Performance Evaluation*.

III. Terms and Duration of Appointments

Initial Appointments

- A.** On her/his Initial Appointment, a Bargaining Unit Faculty member may be placed into the applicable Tier as defined below.
- B.** During their Initial Appointment, all Bargaining Unit Faculty members will be provided with an orientation and a Performance Evaluation as described in Article 14, *Performance Evaluation*.
- C.** Effective at ratification, every newly-hired Bargaining Unit Faculty member shall be on probation for her/his first Academic Year taught at the College, regardless of his/her placement on the Tier System. In addition, all Bargaining Unit Faculty members who were hired for the first time in the 2014-2015 and 2015-2016 Academic Years or who have taught fewer than seven (7) courses for the College shall be on probation for the Academic Year following ratification of this Agreement. Probation is defined as the period in which the College is not obligated to offer an additional appointment.

Reappointments

- D.** Following the Initial Appointment, all appointments are considered Reappointments and may be for one (1) year or three (3) years, according to the Bargaining Unit Faculty member's placement in the Tier System.
- E.** For purposes of Reappointment, no later than six (6) weeks after the end of the spring semester each year, the College will re-calculate the position within the Tier System of all Bargaining Unit Faculty and send that information to each Bargaining Unit Faculty member at their last known address. The College will also send the list to the Union. Within two (2) weeks of receipt of this calculation, Bargaining Unit Faculty members who believe their calculation is incorrect shall notify the College to seek resolution. Once calculated, a Bargaining Unit Faculty member's position in the Tier System shall be the position for term set forth in their Letter of Appointment.

IV. (Intentionally Left Blank)

V. Issuance of Letters of Appointment and Reappointment

A. Timeline for Initial Appointments, Reappointments and Course Assignment Contracts

March 15

The College will determine the credit-bearing courses or labs for matriculating students excluding January Term Courses which shall be awarded pursuant to the January Term Process then in effect (hereinafter "Courses") that will be made available to students for the next academic year, identify which of these Courses are going to be taught by a Brother, a tenured or tenure-track faculty member, exempted supervisors, visiting professor(s), Salaried Adjuncts, currently enrolled graduate students during the courses of their program, and staff with teaching responsibilities for that Academic Year and provide that information to the Union. The College will then post a list of the remainder of the Courses to be offered in order that Adjunct Assistant & Adjunct Associate Faculty members may indicate their preferences.

March 15 – April 1

Adjunct Assistant & Adjunct Associate Faculty members shall indicate their preferences with regard to which Course(s) they are qualified to teach and which section(s) of the Course(s) they are available to teach. Adjunct Assistant & Adjunct Associate Faculty members who consider themselves qualified to teach a Course other than the Course or Courses they have previously taught may submit their name to the department chair of the department in which that course is offered, on or before March 1, for the following Academic Year. Adjunct Assistant & Adjunct Associate Faculty members shall identify what Courses they are qualified to teach based on the following:

- She/he has previously taught the course or a highly similar Course;
- She/he has relevant professional experience; and
- The Course she/he wishes to teach falls within her/his degree-expertise.

If the Chair's decision regarding qualification to teach a class is questioned, the matter may be appealed to the School Dean. Decisions pertaining to qualifications are not subject to the Grievance and Arbitration provisions of this Agreement, provided the Adjunct Assistant &

Adjunct Associate Faculty member maintains their average course load according to their Tier.

April 2 – May 1

The College will offer courses to Adjunct Assistant & Adjunct Associate Faculty members in accordance with Section VI below. By June 15, the College will issue all Course Assignment Contracts, initial Letter of Appointment and reappointments for the following Academic Year. Some Bargaining Unit Faculty may not be provided their minimum average number of courses under the Tier System if there are insufficient courses available due to a class not being offered, insufficient number of courses for which the Bargaining Unit Faculty member is qualified to teach, or if a course is assigned to a tenured or tenure-track faculty member.

A Bargaining Unit Faculty member who receives a course assignment for an Academic Year shall notify the College of acceptance within two (2) weeks of the date sent.

Prior to Commencing Instruction:

College training of Bargaining Unit Faculty occurs.

Departmental training of Bargaining Unit Faculty occurs.

B. Contents of Initial Appointment and Reappointment Letters

The Initial Appointment or Reappointment shall include:

1. The title of the position;
2. The salary rate (including health and welfare benefits);
3. The name of the employing department;
4. The period(s) for which the Appointment or Reappointment is effective;
5. Anticipated course load (but not necessarily class assignments);
6. The nature of the Initial Appointment or Reappointment and the general responsibilities, including both teaching and any service;
7. The name of the Department Chair or other person to whom the Bargaining Unit Faculty reports;
8. Contact information for the College and the Union representatives.

VI. Course Assignments

Appointments may include a varying number of Courses based on the Tier of the Bargaining Unit Faculty and the criteria set forth in this Article. Courses assigned outside the schedule above shall be offered to the Bargaining Unit Faculty on the qualified list for that course in accordance with this Section. A Bargaining Unit Faculty member who receives a course assignment shall notify the College of acceptance or rejection within two (2) weeks of the date sent.

Courses will be offered to Adjunct Assistant & Adjunct Associate Faculty members in the following order:

1. Seniority of those who have taught the course previously up to their average.
2. Seniority of those who have not taught the course up to their average.
3. Seniority rotation above their average up to seven (7) course values.
4. New hires.

For purposes of this section, seniority is defined by the number of times the Adjunct Assistant & Adjunct Associate Faculty member has taught the course. In the event of a tie, seniority will be determined by total courses taught at the College.

If no qualified Adjunct Assistant & Adjunct Associate Faculty members who have submitted their names in accordance with this Article are available, then the College may post the position and hire the most qualified applicant as determined by the Department Chair and Dean.

Assignment of New Courses

New courses will be offered to the Adjunct Assistant & Adjunct Associate Faculty member with appropriate credentials and qualifications, including sub-specialties and areas of particular expertise. Where such factors are deemed relatively equal, new courses are offered first to the most senior Adjunct Assistant & Adjunct Associate Faculty members, where seniority is determined by the number of courses previously taught at the College. If no qualified Adjunct Assistant & Adjunct Associate Faculty members who have submitted their names in accordance with this Article are available, then the College may post the position and hire the most qualified applicant as determined by the Department Chair and Dean.

Parameters for Course Assignments

If there are multiple sections of a course offered, all sections shall be offered and distributed in the above manner.

The exact process by which the College will post the list of courses available for Bargaining Unit Faculty to teach, and by which Bargaining Unit Faculty shall indicate their preferences, will be determined by mutual agreement of the College and the Union and will be annexed to this Agreement as Appendix D.

ARTICLE #11 – COMPENSATION

A. Course Payments

Bargaining Unit Faculty members shall receive the following minimum rates of compensation per course based on total number of credit-bearing courses or labs taught at the College for matriculated students, effective July 1, 2016, if ratified prior to that date.

	Year 1	Year 2	Year 3	
1	4,800	5,050	5,300	Minimum Initial Placement for 3.0 units
2	4,944	5,202	5,459	
3	5,092	5,358	5,623	
4	5,245	5,518	5,791	
5	5,402	5,684	5,965	
6	5,565	5,854	6,144	
7	5,731	6,030	6,328	
8	5,903	6,211	6,518	Minimum Initial Placement for 3.5 units
9	6,080	6,397	6,714	
10	6,263	6,589	6,915	
11	6,451	6,787	7,123	
12	6,644	6,990	7,336	
13	6,844	7,200	7,557	
14	7,049	7,416	7,783	

15	7,260	7,639	8,017
16	7,478	7,868	8,257
17	7,702	8,104	8,505
18	7,933	8,347	8,760
19	8,171	8,597	9,023

Step increases shall occur after seven (7) courses taught at the College with said count to begin in Year One of this Agreement.

Any Bargaining Unit member who is appointed as a Salaried Adjunct will be compensated as set forth in Article 27, *Salaried Adjuncts*.

Visiting Faculty shall be compensated at a rate aligned with the tenure-track faculty scale appropriate with their level of experience and qualifications.

B. Determination of Placement on Scale

1. New Hires

For the purposes of calculating the applicable step for each new Bargaining Unit Faculty member hired after ratification of this Agreement, the Dean of the applicable School shall place the new Bargaining Unit Faculty member at the appropriate step, taking into account the following factors: education, relevant professional experience, comparable teaching experience, and discipline/area of expertise.

2. Current Bargaining Unit Faculty Members

Upon ratification all current Bargaining Unit Faculty members will be placed on the salary scale at the step translation which represents the per course rate immediately above their current per course rate (in no event will the per course rate be less than 2% above the current per course rate.) During Year One of this Agreement, any Bargaining Unit Faculty member employed during the 2015-2016 Academic Year shall not experience a reduction in their existing per course compensation as a result of the ratification of this Agreement. (The foregoing excludes reductions in compensation for deductions for benefits for eligible Bargaining Unit members.)

After a voluntary break in service that exceeds twenty-four (24) months, any Bargaining Unit member shall return to the initial minimum placement on the scale.

ARTICLE #12 – CLASS CANCELLATION FEES

- A. If the College decides to cancel an assignment in a Course Assignment Contract after a Bargaining Unit Faculty member has accepted and returned the Course Assignment Contract as set forth in Article 10, *Tiers, Appointments & Assignments*, the College shall offer a substitute course of equal unit value (if available) to the Bargaining Unit Faculty member (if qualified). If such a substitution is made in the same Academic Year no cancellation fee shall apply. If the College cancels a course that was set forth in a Course Assignment Contract without offering alternative course of the Bargaining Unit Faculty member within the same Academic Year, the College shall pay the amount set forth below, except when the Bargaining Unit Faculty member cannot perform the terms of his/her contract.

B. Timing and amount of course cancellation shall be as follows:

Days before start of Academic Term	Class delay/cancellation fee
Thirty (30) days	\$500 for courses of 3.0+ units. Any courses of smaller unit value will be pro-rated.

ARTICLE #13 -TEACHING EXCELLENCE & PEER OBSERVATIONS

A. General Provisions

1. The purpose of the provisions contained within this Article is to support excellence in teaching and adherence to academic and professional standards.
2. In order that Bargaining Unit Faculty may reach their full potential and provide the best education and learning experience possible for the students at the College, the College shall ensure that the elements described in Appendix E, Teaching Support are provided to all new and returning Bargaining Unit Faculty within a reasonable time after a Bargaining Unit Faculty member has executed and returned his or her Letter of Appointment.
3. All Bargaining Unit Faculty will be provided with a Peer Observation every other year pursuant to this Article, determined by whether their start year was odd or even. Bargaining Unit Faculty who are not being observed in any given year will constitute a pool of observers available to be part of the Peer Observation Committees set forth below.

B. Peer Observation Process

1. Peer Observations will be conducted by a Committee of two (2) faculty members, one chosen by the Chair of the Department or Director of the Program in which the Bargaining Unit Faculty member being evaluated teaches and one chosen by the Bargaining Unit Faculty member being observed, from the pool created pursuant to ¶ A § 3.
2. Within two (2) weeks after the start of the Academic Term, the Bargaining Unit Faculty member will tell the Department Chair which of their classes they want to be observed and provide three (3) possible dates for the Peer Observation.
3. The Committee members will each choose which of the dates is best for them or request additional dates if necessary, and advise the Bargaining Unit Faculty member which date they'll be there.
4. Peer Observers should familiarize themselves with Appendix F, Classroom Peer Observation Form. Peer Observers are expected to stay for the entire class and maintain appropriate decorum.
5. No later than the end of the semester in which the Peer Observations were conducted, the Committee members and the Bargaining Unit Faculty who was observed will meet and discuss the Peer Observers' impressions. During the course of that meeting, the Peer Observers will provide the Bargaining Unit Faculty member with a copy of the completed Peer Observation Forms. If there are factual misstatements, the Bargaining Unit Faculty member has the right to have the completed Peer Observation Form amended to accurately reflect the facts. In such a case, the Peer Observer(s) will do so and send the Amended Peer Observation Form to the Bargaining Unit Faculty member within seven (7) days. No additional face-to-face meeting will be required.

6. The Committee is expected to provide detailed, specific feedback and discuss any materials from those listed in Appendix E that could be beneficial for the continued development of the Bargaining Unit Faculty member and contribute to Teaching Excellence.
7. The Bargaining Unit Faculty member who was observed by his or her peers may request a second Peer Observation of the same course, to be conducted in the same manner as the first.
8. The Bargaining Unit Faculty member shall decide whether the Peer Observation documents will be placed in the evaluation file maintained by the Department.

C. Optional Interim Peer Observations

1. If the Bargaining Unit Faculty member wants a Peer Observation conducted in the year in which they are part of the pool of possible Peer Observers, they may request one by contacting their Department Chair.
2. The same procedures will be followed for an Optional Interim Peer Observation as for a required Peer Observation, subject to the availability of the observers.

D. Optional Self-Assessment Form

1. The Self-Assessment Form annexed as Appendix G is intended to provide a means by which Bargaining Unit Faculty can contribute to their Peer Observations and is an additional opportunity for self-improvement.
2. Bargaining Unit Faculty members may complete a Self-Assessment Form after their Peer Observation in which case it must be submitted no later than two weeks after the Peer Observation visit in order for it to be considered as part of the Peer Observation.
3. Bargaining Unit Faculty members may complete a Self-Assessment Form at any other time, but in that case it will not become part of their Peer Observation.

ARTICLE #14 – PERFORMANCE EVALUATIONS

A. Purpose of Performance Evaluation

The purpose of a performance evaluation is to support and ensure excellence in teaching, adhering to high academic and professional standards, and meeting department or program goals.

Evaluation of Bargaining Unit Faculty members will be conducted under this Article.

Evaluations under this Article pertain only to teaching assignments. Bargaining Unit Faculty members who have been assigned any administrative responsibilities or also occupy a staff role will be evaluated separately for that role. Such an evaluation will not impact teaching contracts or teaching performance evaluations.

B. Timing of Evaluations

All Bargaining Unit Faculty members may be evaluated once during each appointment period, and evaluations must be completed within one (1) Academic Term.

Department Chairs (or qualified designee) are responsible for ensuring completion of the evaluations on a timely basis. If the Chair does not complete the evaluation in a timely manner, the evaluation will be deemed satisfactory for that Bargaining Unit Faculty member.

This Article does not prevent Chairs (or qualified designee) from conducting reasonable additional observations or personal conferences with Bargaining Unit Faculty.

C. Evaluation Procedures

The Chair is responsible for coordinating the review and will notify the Bargaining Unit Faculty member four (4) weeks in advance of a deadline for providing materials. If the Bargaining Unit Faculty member serves in more than one (1) department during the term the evaluation is requested, the Chairs of all the applicable departments will confer to decide who will receive the evaluation materials, coordinate the review, communicate with the Bargaining Unit Faculty member, and observe and write the classroom observation and performance evaluation. The other appropriate Chair(s) must also sign off on the evaluation result.

The Chair will use the following materials as the basis for the evaluation:

1. A brief (no more than 750-word) cover narrative by the Bargaining Unit Faculty member.
2. Course syllabi for classes taught that term (or other material as requested by the Chair).
3. All student course evaluations within the last three (3) years.
4. A completed classroom observation report (see Appendix H for a copy of the blank report).

The Chair and the Bargaining Unit Faculty member will together schedule the classroom observation with reasonable advance notice (at least three (3) weeks). Within ten (10) business days of the classroom observation, the Chair will email the classroom observation to the Bargaining Unit Faculty member.

Within ten (10) business days of sending the observation report, the Chair or designee will meet with the Bargaining Unit Faculty member to discuss the report. Bargaining Unit Faculty may have a Union representative or Union Steward at any such meeting, and may provide a written response to the report.

5. Consideration of adherence to written College policies.

The Bargaining Unit Faculty member may submit additional materials, such as assignments or exams that document the Bargaining Unit Faculty member's teaching effectiveness and approach to teaching.

D. Results of Evaluation Process

At the conclusion of the process, the Chair will provide a written performance evaluation that includes the determination of either satisfactory or unsatisfactory performance.

Within ten (10) business days of the meeting, the Bargaining Unit Faculty member may write a response to the evaluation. Copies of both the Chair's evaluation results and the Bargaining Unit Faculty member's response to it will be placed in the Bargaining Unit Faculty member's departmental or School file.

If the Bargaining Unit Faculty member receives an evaluation of unsatisfactory, the Chair will provide the Bargaining Unit Faculty member with a performance improvement plan (PIP) that is

objective, achievable and measurable (and the information, time and tools for ensuring the improvements are possible to make) before re-evaluation, which will be scheduled for the end of the PIP.

Evaluations are not subject to the Grievance and Arbitration procedure.

E. Concerns Between Reviews; Conduct Constituting Misconduct

1. Should performance issues arise outside the Evaluation Process, the Department Chair or direct supervisor, or a full-time faculty member designated by the Chair, will schedule a meeting with the Bargaining Unit Faculty member to discuss ways that the Bargaining Unit Faculty member may improve her/his performance and a performance improvement plan, if needed.
2. Any complaint made against any Bargaining Unit Faculty member involving potential misconduct will be promptly called to the attention of the Bargaining Unit Faculty member if the College reasonably anticipates taking disciplinary or termination action on the basis of that complaint. Discipline and discharge actions will be conducted pursuant to Article 18 *Just Cause, Discharge and Personnel Files*.

ARTICLE #15 – FACULTY DEVELOPMENT FUND & DISTINGUISHED TEACHING AWARD

A. Eligibility, Application Process, and Assignment of Funds

The College shall allocate \$40,000 from the Faculty Development Fund to assist Bargaining Unit Faculty in their professional development each Academic Year. These funds shall not roll over.

Eligible Bargaining Unit Faculty members shall be all salaried adjunct faculty and for those non-probationary and part-time adjunct members who receive a Letter of Appointment for at least nine (9) units per Academic Year. Eligible Bargaining Unit Faculty members may apply for a Development Grant of up to \$1,500 per year.

Applications for Faculty Development awards will be made by following posted application procedures for the Faculty Development Fund. Awards will be made following the posted procedures and processes governing the awarding of faculty development funds. Awards shall not be subject to the Grievance and Arbitration procedure of this Agreement.

B. Distinguished Teaching Award

Because the Bargaining Unit Faculty enriches the College in so many ways and is a significant part of its teaching excellence, the College shall establish a distinguished teaching award to be given to a Bargaining Unit Faculty member to honor those who have excelled and have made a significant contribution to the mission of the College. This award will be given annually.

Nominations for this award shall be made by the Bargaining Unit Faculty as described below and the candidates nominated will be chosen by a vote of the Bargaining Unit Faculty. Upon selection, the Bargaining Unit Faculty nominating body shall notify the Office of the Provost who shall announce the award. Those nominated should:

1. Have taught at the College as a Bargaining Unit Faculty member for a period no less than two (2) years;

2. Be acknowledged by their colleagues and students as having made a significant contribution to the mission of the College; and,
3. Be dedicated to the community of learning at the College and demonstrate this dedication by contributions to and participation in such things as classroom teaching, informal curricular events, college publications and development of the intellectual and social life of the students.

ARTICLE #16 – OPEN TENURE TRACK PROGRAM

A. Announcing positions

Openings for tenure track positions will be publicly posted and advertised at least sixty (60) days before interviews for the position begin. In addition, the College will inform Bargaining Unit Faculty about advertised positions via SEIU communication channels through its routine posting and advertising practices.

B. Consideration for Tenure Track Positions

Bargaining Unit Faculty may apply for tenure track positions and will be given the same good faith consideration as outside candidates. Any Bargaining Unit Faculty member who applies for the position and meets the qualifications for the position, as set forth in the position posting, will receive a semi-finalist interview during the hiring process.

ARTICLE #17 – ROLE IN INSTITUTIONAL SERVICE & SHARED GOVERNANCE

This Article sets forth the role of Bargaining Unit Faculty members.

Institutional service and shared governance

1. College-wide committees

- a. Bargaining Unit Faculty members shall be able to attend all open sessions at all faculty forums.
- b. All Bargaining Unit Faculty members who do not have in their contract a clause specifying assigned committee service (expressed in SMC Course Value equivalence), will receive additional compensation for assigned service, as specified in Article 20, *Special Compensation*.

2. Department meetings and departmental committees

- a. Department Chairs shall, as appropriate, invite Bargaining Unit Faculty members to attend and participate in departmental meetings. The Bargaining Unit Faculty member shall not be obligated to attend nor shall he or she suffer any repercussions for failing to attend. Attendance shall be voluntary and not compensated.
- b. Bargaining Unit Faculty members who are asked by the department and then assigned to serve on any departmental committees will be compensated as specified in Article 20, *Special Compensation*.

3. Board of Trustees meetings

- a. Bargaining Unit Faculty members through their leadership (Union Leadership, Labor Management Committee members, Union stewards and other specified Bargaining Unit Faculty members) shall have the right to submit an annual report for inclusion in materials

provided to the spring meeting of the Academic Affairs and Enrollment Committee of the College's Board of Trustees.

ARTICLE #18 - JUST CAUSE, DISCIPLINE AND PERSONNEL FILES

I. Just Cause, Discipline & Discharge

- A. Discipline and discharge of Bargaining Unit Faculty who are not in probationary status will be for just cause only. Poor performance can constitute just cause. Prior to being discharged for performance issues, a non-probationary Bargaining Unit Faculty member will be reviewed pursuant to Article 14, *Performance Evaluation*.
- B. Subject to this Article, the College may warn, suspend or discharge Bargaining Unit Faculty members without first providing progressive discipline or a performance assessment if the circumstances, particularly those demonstrating serious misconduct, so warrant. The Bargaining Unit Faculty member may grieve discipline or discharge decisions through the provisions of Article 19, *Grievance and Arbitration*.
- C. The College may place a Bargaining Unit Faculty member on a paid administrative leave pending an investigation concerning an allegation of misconduct by the Bargaining Unit Faculty member. Such a paid administrative leave shall not be considered to be disciplinary action that is subject to the just cause standard.
- D. Bargaining Unit Faculty members may request that a Union Steward or other representative designated by the Union be present at any meeting the Bargaining Unit Faculty member believes could lead to discipline. Such a request shall not be denied unless it would unreasonably delay the interview.
- E. For the purposes of this Agreement, "discharge" means the termination of a Bargaining Unit Faculty member's appointment prior to the expiration of that appointment or at the end of their appointment for reasons pertaining to misconduct or performance. Non-renewals and non-reappointments pertaining to lack of work shall be handled in accordance with Article 10, *Tier System, Appointments and Assignments* and shall not require just cause.
- F. For purposes of this Agreement, "discipline" shall not include performance evaluations as conducted in accordance with Article 14, *Performance Evaluation*.
- G. The College, in addition to issuing discipline, may also require reasonable remedial measures, when appropriate, with which the Bargaining Unit Faculty member must comply, provided the remedial measures are rehabilitative rather than punitive.

II. Personnel Files

A. Types of Files

Bargaining Unit Faculty shall have access to the following files:

1. The personnel file maintained by Human Resources; and
2. The performance assessment file maintained by the Bargaining Unit Faculty member's Department(s).

B. Requests to Review & Respond

A Bargaining Unit Faculty member may review her or his personnel file(s) by appointment with Human Resources or their Department within ten (10) business-day written notice, and may make copies of any documents contained within the personnel file(s).

Bargaining Unit Faculty have the right to respond in writing to any document that is placed in the files identified in II. A of this Article.

- C.** Any complaint (informal or formal) made against any Bargaining Unit Faculty member involving potential misconduct will be promptly called to the attention of the Bargaining Unit Faculty member if the College reasonably anticipates taking disciplinary or termination action on the basis of that complaint. The purpose of this provision is to ensure that Bargaining Unit Faculty members are notified of concerns in a timely manner.

ARTICLE #19 – GRIEVANCE AND ARBITRATION

A. Definition of Grievance

Unless explicitly excluded from the grievance procedure in this Agreement, a grievance is defined as any violation of Bargaining Unit Faculty members’ rights as set forth in this Agreement, including but not limited to a dispute concerning the interpretation, application, misapplication or claimed violation of a specific term or provision of this Agreement.

If a grievance involves allegations that the College has unlawfully discriminated on the basis of race, color, national or ethnic origin, age, religion, disability, sex, sexual orientation, gender identity and expression, veteran status (special disabled veterans, disabled veterans and Vietnam-era veterans), or any other class protected under College policy or applicable law, it will be processed through the procedures of the College. The matter will be investigated and the College shall make final determination on whether discrimination has occurred and take any necessary action pursuant to Article 6, *Non-Discrimination*. The College’s determination shall be final and non-grievable.

B. General Provisions

1. Any reference to “days” shall mean calendar days, unless otherwise specified.
2. All time limits contained in this Article may be extended by mutual written agreement of the parties.
3. Should the Union submit a request for information in conjunction with a particular grievance, the days falling between the Union’s request and the College’s compliance with that request shall not be counted against said grievance’s time limits.
4. If the College fails at any step in these procedures to communicate the decision on the grievance within the specified time limits, the grievant shall be permitted to proceed to the next step.
5. A Union representative may be present in any scheduled meetings with the Bargaining Unit Faculty member with regard to a grievance filed under this article.
6. Grievances filed by Union representatives, as well as grievances pertaining to the discharge or suspension of Bargaining Unit Faculty members, may be filed initially at Step 2.

7. The filing or pendency of any grievance under the provisions of this section shall not prevent the College from taking the action complained of, subject however, to the final resolution of the grievance process.

C. Grievance Procedures

Bargaining Unit Faculty members and the Union shall make an effort to resolve grievances informally with the College. If a grievance cannot be resolved through informal discussion with an immediate supervisor (Department Chair or program director), it shall be processed as follows, except that grievances based upon a suspension or discharge, or those initiated by a Union representative, may start directly at Step 2 below.

1. Step 1: Oral/Informal Resolution

- a. An aggrieved Bargaining Unit Faculty member shall present a grievance (not concerning the suspension or discharge of a Bargaining Unit Faculty member) orally to the immediate supervisor (Department Chair or program director) within ten (10) days after the act or omission giving rise to the grievance, or within ten (10) days after the date on which the aggrieved Bargaining Unit Faculty member or the Union knew of such act or omission, whichever is later. At the time the grievance is initiated, the grievant shall identify it as a Step 1 grievance.

If the Program Director's decision is the issue, the Bargaining Unit Faculty member may begin Step 1 with the Department Chair. If the Department Chair's decision is the issue, the Bargaining Unit Faculty member may begin Step 1 with the Dean. If Step 1 begins with the Dean, then Step 2 shall begin with the Provost (or Provost's assigned representative.)

- a. The immediate supervisor (Department Chair or program director) shall arrange a meeting with the grievant and a Union representative within ten (10) days of receipt of the grievance.

2. Step 2: Written Grievance

- a. If the grievant or the Union is dissatisfied with the result of the meeting at Step 1, the Union may file a written appeal within fifteen (15) days of the Step 1 meeting. The appeal shall be submitted to the School's Dean.
- b. The written grievance shall include the name of the grievant, the date on which the incident or alleged wrong occurred, a description of the incident or alleged wrong giving rise to the grievance, the contract section or right alleged to have been violated and the relief and/or remedy sought.
- c. The Dean (or his/her assigned representative) shall arrange a meeting with the grievant and a Union representative within ten (10) days of receipt of the Step 2 appeal to discuss the grievance, the relief and the remedy sought.
- d. Within ten (10) days after the meeting, the Dean (or his/her assigned representative) shall write an answer to the grievance, approving or denying the relief and remedy sought.

3. Suspension and Discharge Grievances

- a. A grievance concerning the suspension or discharge of a Bargaining Unit Faculty member shall be presented at Step 2 to the Provost and Dean in writing, within seven (7) days of receipt by the Bargaining Unit Faculty member of notice of suspension or discharge.
- b. The College shall simultaneously notify both the Union and the Bargaining Unit Faculty member of the suspension or discharge. If simultaneous notice is not possible, the College must notify the Union of the suspension or discharge as soon as is practicable.
- c. The Provost (or his/her assigned representative) shall arrange a meeting with the grievant and a union representative within ten (10) days of receipt of the suspension or discharge grievance.
- d. Within ten (10) days after the meeting, the Provost (or assigned representative) shall write an answer addressing the grievance and approving or denying the relief and/or remedy sought.

4. Step 3: Mediation

A grievance not resolved at Step 2 may proceed to mediation by mutual agreement of the Union and the College by giving written notice to one another within twenty-one (21) days of the Step 2 response from the College. In such a case, the parties will attempt to agree upon a mediator, but if they cannot do so within twenty-one (21) days of the notice of mediation, they will agree to use the Federal Mediation and Conciliation Service and its procedures. Once appointed, the mediator and the parties shall mutually agree upon a date for mediation and will endeavor to resolve the grievance at that meeting.

5. Step 4: Arbitration

- a. If the Union is dissatisfied with the written decision at Step 2 or if the mediation is not successful, within twenty-five (25) days of the Step 2 meeting, the Union may advance the grievance to arbitration. Only the Union (not an individual Bargaining Unit Faculty member) may process a grievance to arbitration.
- b. Within thirty (30) days of notice of proceeding to arbitration, the Union and the College shall select an impartial third party to be Arbitrator. In the event the parties cannot agree on the selection of an impartial third party, they shall request a list of Arbitrators from Federal Mediation and Conciliation Service.
- c. Within five (5) days of receipt of the list, the parties shall alternately strike names from the list until one name remains. The person whose name remains shall be the Arbitrator.
- d. Each party shall bear the expense of preparing and presenting its own case. The costs of the arbitration proceedings, including compensation, fees and expenses of the Arbitrator, and the cost of any hearing transcript, shall be borne equally by the College and the Union. Unless otherwise mutually agreed, each arbitration hearing shall deal with no more than one (1) grievance.

- e. Subject to the availability of the Arbitrator selected, arbitration shall begin within thirty (30) days unless a delay is agreed upon by both parties.
- f. The Arbitrator shall have no power to add to, subtract from, modify or disregard any of the provisions of this Agreement. The decision of the Arbitrator shall be final and binding on the parties, although each side retains whatever rights it has under state or federal law to challenge the decision and award. The Arbitrator shall have no jurisdiction or authority to issue any award changing, modifying or restricting any action taken by the College on matters committed to the College's discretion under Article 23, *Management Rights*, which are not further abridged by other terms of this Agreement. Jurisdiction shall extend solely to claims of violation of specific written provisions of the Agreement and involve only the interpretation and application of the Agreement.
- h. If a Bargaining Unit Faculty member must miss a class because s/he is required to attend an arbitration, there shall be no loss of compensation from the College for that Bargaining Unit Faculty member.

ARTICLE #20 – SPECIAL COMPENSATION

Bargaining Unit Faculty who are not Salaried Adjuncts, may perform tasks that are beyond the scope of their regular classroom responsibilities. The College will compensate Bargaining Unit Faculty who are not Salaried Adjuncts for those tasks as set forth below. Per Article 2, *Union Checkoff*, dues will only be deducted from compensation for teaching a credit-earning course or laboratory.

A. Teaching and Course-Related Work

1. **Substitute Teaching:** A Bargaining Unit Faculty Member may teach a class for another faculty member at the College with the approval of the Chair (or Associate Dean) in the department or program in which the course is being offered. The College will pay the substitute Bargaining Unit Faculty member at a rate of \$50 per hour of class time. The minimum payment shall be \$150 per each course meeting.
2. **References:** References written for students who are still in a class taught by a Bargaining Unit Faculty member are considered part of a Bargaining Unit Faculty Member's regular work.
3. **Course Development:** When a Bargaining Unit Faculty Member upon written approval of the Dean, is requested to develop a new unit-bearing course (excluding January Term courses) that was not previously offered at the College, they will be paid \$750 per unit. Course development is work made for hire and shall be the sole property of the College.
4. **Payment for Additional Work:** Bargaining Unit Faculty will be paid according to a schedule of stipends for all faculty who are compensated for additional academic work. This stipend schedule may be revised and made available to the LMC upon request.

B. Non-Teaching or Course-Related Work

1. **Attendance at Faculty Development Activities.** Pre-approved attendance at faculty development activities such as workshops, seminars, symposia, and trainings pertaining to teaching effectiveness will be paid at a rate of \$35/hour, paid in quarter-hour increments with a two-hour minimum. Attendance shall be approved in advance in writing by the chair or program director, and dean. This section does not apply to trainings that are conditions of employment, such as sexual harassment training and other mandatory workplace trainings.

2. **Work and Travel on Behalf of the College.** The work described below shall be paid \$35/hour, billable in quarter hour increments, with a 2 hour minimum:
 - i. Group meetings held by departments, programs, or schools that the Bargaining Unit Faculty member is required in writing by the Chair or Program Director to attend. Excludes performance meetings, grievance-related meetings, new hire orientations, and trainings that are for federal and state compliance purposes.
 - ii. Required participation in College-sponsored programs, such as student recruitment events, student orientations, fundraising events. Attendance shall be approved in advance in writing by the Dean or Provost.

C. Processing of Special Compensation

Bargaining Unit Faculty Members who wish to be paid for any of the above Special Compensation items must receive Chair's/supervisor's written approval for both the work and the number of hours and/or stipend rate to be paid before initiating the work. This will be documented on the College's Stipend Payment Form. Bargaining Unit Faculty must submit documentation (where applicable) of completed work, to the Chair/supervisor for the completion of the College Stipend Payment Form. This will then be submitted to the Dean of the School in which they are employed for processing within two weeks of the completion of the work. Payment will be made within two (2) pay periods of the date of submission.

D. SEIU Representatives

The College shall provide a bank of 600 hours, payable at \$35 per hour, that may be used by designated Union stewards and Bargaining Unit Faculty union representatives for duties related to the College's bargaining unit faculty members. Stewards shall submit requests for reimbursement to Human Resources, after obtaining the current union staff representative signature, in a manner consistent with payroll's hourly tracking system then in effect. In order to manage the College's overtime obligations, the parties agree that steward duties shall not cause the steward to work in excess of eight (8) hours per day or forty (40) hours per week without advance written consent of the College; said consent not to be unreasonably withheld. Any overtime payments shall be deducted from the annual bank of hours at the overtime rate.

The bank of hours shall be created and the total available hours under this Agreement shall be deposited by the College upon the effective date of this Agreement.

In the final year of the contract, the College will pay the elected Union Bargaining Unit Faculty bargaining team members for bargaining preparation and bargaining at the same rate that stewards are paid. These payments shall be made from the above-referenced bank of hours remaining, if any. Otherwise it shall be unpaid. Union Bargaining team members shall submit requests for reimbursement to Human Resources, after obtaining the current union staff representative signature, in a manner consistent with payroll's hourly tracking system then in effect.

ARTICLE #21 – HEALTH BENEFITS

The College will provide full health, dental and vision coverage to eligible Bargaining Unit Faculty with monthly premium contributions varying by plan option and level of coverage (employee only, employee + 1, employee + family) as set forth below:

1. Appointment Eligibility

If contracted for five (5) courses (or equivalent when calculating additional assigned work) in a Letter of Appointment, the Bargaining Unit Faculty member shall be eligible for benefits for that plan year commencing on August 1, consistent with the terms of the plan.

2. Lookback Eligibility

Bargaining Unit Faculty may also be eligible for benefits on August 1, consistent with the terms of the plan, if they achieved five (5) courses (or equivalent when calculating additional assigned work) during the College's Affordable Care Act lookback period then in effect.

- Academic Year '16-17: For those formerly known as Adjuncts (n/k/a Salaried Adjuncts) who experience a change in status from '15-16 to '16-17, the College's lookback period will be applied to their work in '15-16 to determine their eligibility for '16-17.
- Academic Years '17-18 and '18-19: For those Salaried Adjuncts who have held a FT Benefits Eligible appointment (f/k/a Adjunct) for at least three years who experience a change in status from '16-17 to '17-18 and '17-18 to '18-19 the College's lookback period will be applied to their work in the preceding year to determine their eligibility for the applicable year.

Premiums While Not On Payroll

The plan year begins on August 1 of each year. If the Bargaining Unit Faculty member is not currently on payroll during a period in which he or she is eligible for benefits coverage, he or she shall be invoiced monthly for his/her portion of any premiums due. If payment is overdue by more than sixty (60) days, coverage shall be cancelled.

ARTICLE #22 – NO STRIKE/NO LOCKOUT

During the term of this Agreement, the Union and its agents shall not in any way, directly or indirectly, authorize or encourage any strike or work stoppage; nor shall any Bargaining Unit Faculty member authorize or encourage or engage in any strike or work stoppage. Violations of this Article may be subject to discipline, up to and including immediate termination.

The College agrees that it shall not lock out Bargaining Unit Faculty.

In the event of a violation of this Article, the aggrieved party may immediately pursue, in any court of competent jurisdiction, whatever remedies are available to it.

ARTICLE #23 – MANAGEMENT RIGHTS

A. General

The Union recognizes that the College has the duty and right to manage the College and to direct the workforce. Rights retained by management include all rights normally retained by management except as limited by this Agreement.

These include, but are not limited to the right to:

1. Direct and control the College's operations;
 2. Alter, extend or discontinue existing equipment, facilities, and location of operations;
 3. Establish and administer procedures, policies and rules;
 4. Hire, assign, retain and dismiss non-bargaining unit members;
 5. Establish, plan, direct and control the College's mission, programs, curriculum and modes of delivery, schedule and academic calendar, courses offered, enrollment management, objectives, activities, resources, and priorities; and,
 6. Hire, transfer, promote, discipline and discharge employees, subject to the terms of applicable law, this Agreement, and the grievance procedure.
- B. No action taken by the College with respect to a management right shall be subject to the grievance procedures unless the exercise of such right violates a written provision of this Agreement.
- C. Unless addressed by this Agreement, in the event of the exercise of a management right that materially affects the wages, hours or other terms and conditions of employment of three (3) or more Bargaining Unit Faculty members the College shall provide the Union with thirty (30) days written notice and meet as soon as feasible to bargain over the effects of the decision. The notice period shall be no less than two (2) weeks in the event of a declaration of financial exigency, unless otherwise mutually agreed. The College's failure to provide notice of a change in past practice that materially impacts the Bargaining Unit Faculty member's terms and conditions of employment shall be addressed by the grievance procedure.
- D. The College's failure to exercise any management right reserved to it shall not be deemed a waiver of its right to exercise same.

ARTICLE #24 – ACCESS TO SERVICES

While employed pursuant to a current Course Assignment Contract at the College (as set forth in Article 10, *Tier System, Appointments & Assignments*), Bargaining Unit Faculty will have a College email address and access to services associated with that email address for current employees, as may be modified by the College from time to time.

While under a Letter of Appointment but not a current Course Assignment Contract, Bargaining Unit Faculty members may maintain their email address but access to additional services may be restricted at the discretion of the College.

When a Letter of Appointment has not been renewed or has been terminated, a Bargaining Unit Faculty member's email and access to other services will be terminated within thirty (30) days.

ARTICLE #25 – SICK LEAVE AND OTHER BENEFITS

I. Sick Leave

Bargaining Unit Faculty members who are not Salaried Adjuncts will accrue paid sick leave in accordance with the California Sick Leave Act as follows:

1. Amount & Use of Leave. All current Bargaining Unit Faculty members shall receive paid sick leave per each College semester not to exceed two (2) class days for each course taught. Paid sick leave shall not be used in excess of 20% of course instructional time. For example, a Bargaining Unit Faculty member who is teaching two (2) courses for the College in a term would receive four (4) class meeting absences for that term. If that course meets ten (10) times, the Bargaining Unit Faculty member could use two (2) of those absences for the course – not four (4) absences for the same course.
2. Accrual of Leave. These sick leave hours shall be frontloaded at the beginning of each College fiscal year. Accrued hours shall not be carried over from College fiscal year to College fiscal year.
3. Notice Requirements. If the need for paid sick leave is foreseeable, the Bargaining Unit Faculty member shall provide reasonable advance notification. If the need for paid sick leave is unforeseeable, the Bargaining Unit Faculty member shall provide notice of the need for the leave as soon as practicable.
4. Purpose. Upon the oral or written request of a Bargaining Unit Faculty member, the College shall provide paid sick days for the reasons set forth in the California Sick Leave Act.

II. Other Benefits

Bargaining Unit Faculty who meet the eligibility requirements of a particular benefit shall have access to those benefits provided by the College.

ARTICLE #26 – TIAA-CREF

All Bargaining Unit Faculty members are eligible to participate in the Teachers Insurance Annuity Association/College Retirement Equities Fund (TIAA/CREF) Tax Deferred Plan consistent with the terms of the plan.

All Bargaining Unit Faculty members who were previously eligible to participate in TIAA/CREF Defined Contribution Plan remain eligible to participate and to receive the Employer Match consistent with the terms of the plan.

All Salaried Adjuncts, while employed as a Salaried Adjunct, shall be eligible to participate in TIAA/CREF Defined Contribution Plan and to receive the Employer Contributions, consistent with the terms of the plan.

All Visiting Faculty, while employed as Visiting Faculty, shall be eligible to participate in TIAA/CREF Defined Contribution Plan and to receive the Employer Contributions, consistent with the terms of the plan.

ARTICLE #27 – SALARIED ADJUNCT POSITION

1. Type of Position

SMC agrees to offer a full-time, benefits-eligible position known as “Salaried Adjunct” which shall have an annual load of five (5) to seven (7) courses and articulated service requirements. It is intended that this is a special category of employment and does not encompass those who accumulate five (5) to seven (7) courses per year. For compensation purposes, a full load shall be seven courses and assigned service.

SMC shall determine the need for the position in its sole discretion, based on factors such as:

- A consistent need for workload of five (5) or more courses in one department or program;
 - A demonstrated need for a Salaried Adjunct’s service requirements (as defined below);
 - A need for an area of expertise unique and not sufficiently present in existing ranked faculty membership; and
- The alignment of the position with department or program action-planning and analysis related to program review.

2. Hiring Process

SMC shall articulate the qualifications for a Salaried Adjunct Faculty position in its sole discretion. Upon receiving approval to fund a Salaried Adjunct position, the Department shall post the position online, including qualifications, internally for unit members for fourteen (14) days. If one or more qualified unit members apply, the College will award the position to a unit member. Seniority shall be the deciding factor between comparably qualified Bargaining Unit faculty members. If the decision regarding qualification is questioned, the matter may be appealed to the Provost. Decisions pertaining to qualifications are not subject to the Grievance and Arbitration provisions of this Agreement. After fourteen (14) days, the position may be posted for external applications.

3. Expiration of Appointment

Upon expiration or non-renewal of the Salaried Adjunct appointment (for reasons other than performance), the incumbent shall be reinstated in the tier system with credit awarded for courses taught while a Salaried Adjunct.

4. Compensation

Salaried Adjuncts shall have a minimum rate of pay equal to full-time assistant or associate professor rate of pay. Any increase shall be tied to the tenure-track faculty scale. Salaried Adjuncts shall be placed on the tenure-track faculty scale at a step appropriate to their professional qualifications and experience. Placement on the scale shall be determined by the Dean, based on an assessment of professional qualifications and experience. This placement is not grievable.

A Salaried Adjunct shall be eligible to receive health benefits, TIAA-CREF and sick leave consistent with the level of those benefits afforded tenure-track faculty.

5. Job Duties

The Salaried Adjunct position shall have an annual appointment that is generally equivalent to teaching five (5) to seven (7) courses and performing other duties. Other duties as assigned in the appointment letter could include academic services, including but not limited to: advising, assessment

of learning, curriculum development, service on assigned committees, new program development, independent studies, substitute teaching, and all special compensation duties included in this Agreement in Article 20, *Special Compensation*.

6. Duration of Appointment

The initial Salaried Adjunct position is a one year appointment. This position may be renewed, depending on the needs of the College. If the Salaried Adjunct position is continued past the one (1) year appointment, it will be offered to the incumbent unit member first, assuming satisfactory performance under Article 14, *Performance Assessment*. If the Salaried Adjunct position is held by a unit member for three consecutive years, it will be eligible to be considered to become a three-year appointment thereafter for as long as the position remains. If a Salaried Adjunct is under a three (3) year appointment under Article 10, *Tier*, the one (1) year contract as a Salaried Adjunct shall be part of the three (3) year appointment term.

7. Course Assignments

Salaried Adjuncts would be eligible to receive courses during the course assignment procedure set forth in Article 10, at the same time in the process as tenure-track faculty. It is understood and agreed that this may impact the availability of courses for other Bargaining Unit members. If these courses are cancelled, they shall not be subject to the course cancellation fee(s) set forth in Article 12. In the event of a reduction in load, the Salaried Adjunct's salary would be pro-rated accordingly.

8. Application to Existing Adjuncts (Who Held Title of Adjunct Upon Ratification)

Any existing Bargaining Unit Faculty Members who held the former title of "Adjunct Faculty Member" in the bargaining unit hired after July 1, 2012, whose appointments are scheduled to be renewed on July 1, 2016, will be appointed to a one (1) year Salaried Adjunct position under this Agreement. Any existing Bargaining Unit Faculty Members who held the former title of "Adjunct Faculty Member" in the bargaining unit hired before June 30, 2012, whose appointments are scheduled to be renewed on July 1, 2016, will be appointed to a three-year Salaried Adjunct position under this Agreement.

9. Annual Reporting Requirement

The Administration shall report to the LMC in April of each year regarding the current and projected usage of Salaried Adjuncts.

ARTICLE #28– TERM OF AGREEMENT

This Agreement becomes effective upon ratification and shall continue in full force and effect until June 30, 2019.

Either party will deliver a Notice of Intent to Bargain upon the other no later than one hundred and eighty (180) calendar days prior to the expiration date in which event this Agreement shall terminate at midnight of June 30, 2019, unless renewed or extended by mutual written agreement signed by the parties.

The parties shall make their best efforts to commence negotiations for a new Agreement within thirty (30) calendar days of the receipt of such Notice of Intent to Bargain.

The parties may reach a side letter pertaining to implementation of this Agreement depending on the date of the ratification.

ARTICLE #29 – BARGAINING UNIT FACULTY MEMBER UNION ORIENTATION

- A. The College will provide the Union with at least thirty (30) days' notice of the annual new Faculty Orientation meeting for Bargaining Unit Faculty Members.
 - B. The Union shall have at least thirty (30) minutes at each New Faculty Orientation to meet with incoming Bargaining Unit Faculty and present union materials.
 - C. The College will provide an appropriate space for the Bargaining Unit Faculty Member Union Orientation and shall schedule the New Faculty Orientation to segue into the Bargaining Unit Faculty Member Union Orientation in an attempt to retain attendees.
 - D. If the Bargaining Unit Faculty Member Union Orientation takes place during a lunch break, adequate time will be allotted for Bargaining Unit Faculty to eat lunch and also participate in the Bargaining Unit Faculty Member Union Orientation.
-

Signature Page

The undersigned below hereby agree to the above terms. This agreement became effective upon ratification (May 20, 2016) and shall continue in full force and effect until June 30, 2019.

SEIU 1021

SAINT MARY'S COLLEGE OF CALIFORNIA

Dated: _____

Dated: _____

Jessica Lawless

James A. Donahue
President

James Berleman

Nato Green

Rali Christo

John Stead-Mendez

Thomas Cooney

Lain Hart

Father John Morris

APPENDIX A

2.9.1 ACADEMIC FREEDOM AND RESPONSIBILITY

Saint Mary's College's ability to perform its Mission depends on the vigorous and unimpeded exercise of the Faculty's academic freedom. The common good of our Catholic, Lasallian, and Liberal Arts community depends on the free search for truth and its exposition.

Academic freedom is essential to these purposes and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. It carries with it duties correlative with rights.

ACADEMIC FREEDOM

- a. All Saint Mary's faculty are entitled to full freedom in research and in the publication of the results, subject to adequate performance of their other academic duties.
- b. Faculty are entitled to freedom in the classroom in discussing their subject or area of professional expertise, but they should be careful not to introduce into their teaching controversial matter which has no relation to their subject or area of expertise. Faculty have a particular obligation to promote conditions of free inquiry, discussion, and expression.
- c. Saint Mary's College faculty are citizens, members of a learned profession, and officers of an educational institution. When they speak or write as citizens, they are free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, they must remember that the public may judge their profession and their institution by their utterances. Hence they must at all times be accurate, exercise appropriate restraint, show respect for the opinions of others, and make every effort to indicate that they are not speaking for the institution.

(This statement is based on principles articulated in the following AAUP documents: "1940 Statement of Principles on Academic Freedom and Tenure," the 1940 and 1970 interpretive comments, the "Statement on Students' Rights and Freedoms," the "Statement on Extramural Utterances," the "Statement on Professors and Political Activity," the "Statement on Professional Ethics, Section II.")

APPENDIX B

Notice to Employees:

THIS EMPLOYER IS REGISTERED UNDER THE CALIFORNIA UNEMPLOYMENT INSURANCE CODE AND IS REPORTING WAGE CREDITS THAT ARE BEING ACCUMULATED FOR YOU TO BE USED AS A BASIS FOR:

UI

Unemployment Insurance

(funded entirely by employers' taxes)

When you are unemployed or working less than full time and are ready, willing, and able to work, you may be eligible to receive Unemployment Insurance (UI) benefits. There are three ways to file a claim:

Internet

File online with eApply4UI—the fast, easy way to file a UI claim! Access eApply4UI at <https://eapply4ui.edd.ca.gov/>.

Telephone

File by contacting a customer service representative at one of the toll-free numbers listed below:

English 1-800-300-5616	Spanish 1-800-326-8937
Cantonese 1-800-547-3506	Vietnamese 1-800-547-2058
Mandarin 1-866-303-0706	TTY (non voice) 1-800-815-9387

Mail or Fax

File by mailing or faxing UI Application, DE 11011, by accessing the paper application online at www.edd.ca.gov/unemployment. The paper application can be filled out online and printed, or printed and completed by hand. Then the application can be mailed or faxed to an EDD office for processing.

Note: File promptly. If you delay in filing, you may lose benefits to which you would otherwise be entitled.

DI

Disability Insurance

(funded entirely by employees' contributions)

When you are unable to work or reduce your work hours because of sickness, injury, or pregnancy, you may be eligible to receive Disability Insurance (DI) benefits.

Your employer must provide a copy of Disability Insurance Provisions, DE 2515, to each newly hired employee and to each employee leaving work due to pregnancy or due to sickness or injury that is not job related.

To file a claim:

- **Online**, create an account at www.edd.ca.gov/disability. This is the easiest and fastest way to file a new claim and obtain claim status information.
- **By mail**, obtain the data capturing Claim for Disability Insurance Benefits (Optical Character Recognition), DE 2501, from your employer, physician/practitioner, hospital, by calling us at 1-800-480-3287, or online at www.edd.ca.gov/forms.

Note: If your employer maintains an approved Voluntary Plan for DI coverage, contact your employer for assistance.

FOR MORE INFORMATION ABOUT DI, PLEASE VISIT www.edd.ca.gov/disability OR
CONTACT DI CUSTOMER SERVICE BY PHONE AT 1-800-480-3287.
STATE GOVERNMENT EMPLOYEES SHOULD CALL 1-866-352-7675.
TTY (FOR DEAF OR HEARING-IMPAIRED INDIVIDUALS ONLY) IS AVAILABLE AT 1-800-563-2441.

PFL

Paid Family Leave

(funded entirely by employees' contributions)

When you stop working or reduce your work hours to care for a family member who is seriously ill or to bond with a new child, you may be eligible to receive Paid Family Leave (PFL) benefits.

Your employer must provide a copy of Paid Family Leave Program Brochure, DE 2511, to each newly hired employee and to each employee leaving work to care for a seriously ill family member or to bond with a new child.

To file a claim:

- **Online**, create an account at www.edd.ca.gov/disability. This is the easiest and fastest way to file a new claim.
- **By mail**, obtain the data capturing Claim for Paid Family Leave Benefits (Optical Character Recognition), DE 2501F, from your employer, physician/practitioner, hospital, by calling us at 1-877-238-4373, or online at www.edd.ca.gov/forms.

Note: If your employer maintains an approved Voluntary Plan for PFL coverage, contact your employer for assistance.

FOR MORE INFORMATION ABOUT PFL, PLEASE VISIT www.edd.ca.gov/disability OR
CONTACT CUSTOMER SERVICE BY PHONE AT 1-877-238-4373.
STATE GOVERNMENT EMPLOYEES SHOULD CALL 1-877-945-4747.
TTY (FOR DEAF OR HEARING-IMPAIRED INDIVIDUALS ONLY) IS AVAILABLE AT 1-800-445-1312.

NOTE: SOME EMPLOYEES MAY BE EXEMPT FROM COVERAGE BY THE ABOVE INSURANCE PROGRAMS.
IT IS ILLEGAL TO MAKE A FALSE STATEMENT OR TO WITHHOLD FACTS TO CLAIM BENEFITS.
FOR ADDITIONAL GENERAL INFORMATION, VISIT THE EDD WEBSITE AT www.edd.ca.gov.

APPENDIX C



**Saint Mary's College Outside Teaching Verification Form
(Salaried Adjunct, Associate Adjunct and Assistant Adjunct)**

RECEIVING CREDIT FOR OUTSIDE TEACHING

Per the Collective Bargaining Agreement (CBA), Article 10, section II, you may apply for Saint Mary's course equivalency credit for courses taught at other regionally accredited (or comparable international) institutions of higher education. Saint Mary's will use approved course equivalencies in your Tier assessment. One (1) outside course of 3.0-3.5 units at a regionally accredited institution of higher education is the equivalent of .5 SMC Course Value. You may continue to accrue SMC Course Values up to a maximum credit of twelve (12) SMC Course Values for outside experience.

INSTRUCTIONS FOR COMPLETION

Listed courses must have been taught after June 15, 2016 or after the date of your initial placement on a Saint Mary's pay scale pursuant to the CBA (whichever is most recent). Please list one course per line. Use a separate form for each institution where you have taught (do not include SMC courses). Have your educational institution scan and send completed forms to Saint Mary's representative noted below. The signature and contact information from other institutions are required.

DEADLINE

To be credited with SMC Course Values for outside teaching activities you must submit this form no later than March 15 of each year. This form should only be submitted once per year – the calculation is done once per year, not on a rolling basis.

Faculty Name: _____

Today's Date: _____

Name of Institution: (not SMC) _____

Academic Year	Academic Term and Course Information/Number	# of Units Taught

Total Units Taught _____

Name, signature and contact information of institution's representative

Signature: _____

Date: _____

Print Name and Title: _____

E-Mail: _____

Phone: _____

Send to: cfiresto@stmarys-ca.edu

For SMC use only:

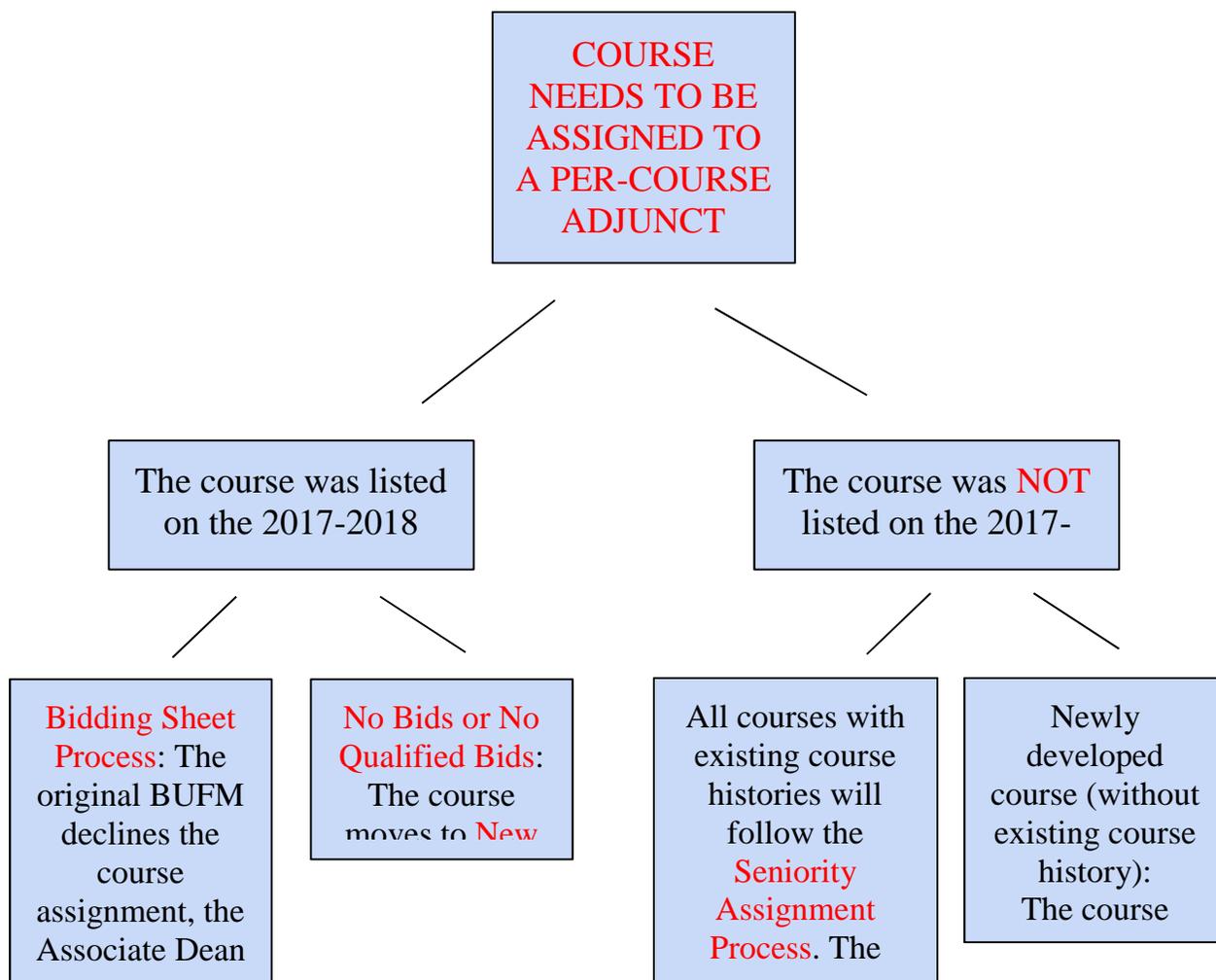
Number of course equivalents approved by Saint Mary's: _____

Initial: _____

APPENDIX D

Collective Bargaining Agreement

Bargaining Unit Faculty Member (BUFM) Process



BIDDING PROCESS

After the College creates its annual schedule of classes for all terms in the subsequent year, it assigns courses to tenure track faculty, salaried adjunct faculty, visiting faculty, Christian Brothers, and graduate students. The courses that remain unfilled in the schedule are put forth in the course bidding process.

During the bidding process, the College provides the per course faculty with a list of available

courses. Union members have approximately one month to make bids. Starting in the 2017-2018 academic year, union members will make bids electronically, will indicate their preferences, and will receive a receipt of their bids.

Once bids have been received, the College has approximately one month to assign courses and notify faculty, based on seniority and preference.

A per course faculty member who receives a course assignment shall notify of acceptance within two (2) weeks of the date sent. If a per-course adjunct declines a course assignment, at any time, please forward the email to memberbidding@stmarys-ca.edu and to the Associate Dean. The hiring manager can notify the BUFM that others are impacted by a delay in responding to this offer and as a courtesy to please respond as soon as possible. Please note that the next per course faculty member with seniority, who bid on the course during the bidding period, can accept the additional course assignment, above their annual average up to (7) course values.

NO BIDS OR NO QUALIFIED BIDS

If there are no remaining bids or qualified bids from BUFM, the college may post the position and hire the most qualified person as determined by the Department Chair, Program Director or Dean.

NEW HIRES

The hiring manager provides the designated person in the dean's office the course number, course title, units, term and days/times, catalog course description, and required qualifications to teach the course. The dean's office staff will begin the neogov requisition process.

The process can take up to 2 weeks. Here is a general timeline:

- Job description built online (Generally 48-72 hour turn around depending on volume)
- Requisition built and routed for approvals (Generally 24-72 hour turn around depending on volume)
- Approved requisition received and job posting built (Generally 24-48 hour turn around depending on volume)
- Position is posted:

“NO BID OR NOT QUALIFIED” POSTINGS

Position is posted to regular [Job Opportunities](#) page, with external advertising (Email sent to hiring managers with link to posting). Posting open for 30 days unless otherwise indicated in initial request. The most qualified applicant is selected for the course assignment, as determined by the Department Chair, Program Director or Dean.

NEW HIRE FOR “NEW COURSE” POSTINGS

- Position is posted to [Promotional Jobs](#) page and open for a minimum of 14 days, during which time applications are accepted from Bargaining Unit Faculty Members (BUFM) only.
 - NOTE: Typically, within 3-4 weeks of the start of a term, the posting policy is temporarily revised to support an accelerated staffing process. During this time, postings may be open for a minimum of 7 days, rather than 14 days, and may also be advertised and open to applications from the general public at the same time. Hiring managers will be directed to consider only BUFM applicants during the initial 7-day period.
- If there are no BUFM applicants or no qualified BUFM applicants during the initial 14 day posting period, the posting will move to the regular [Job Opportunities](#) page, with external advertising, open to applications from the general public. The most qualified applicant is selected for the course assignment, as determined by the Department Chair, Program Director or Dean.

SENIORITY ASSIGNMENT PROCESS

Courses that were not included on the 2017-2018 bidding sheet should be offered to qualified BUFM before seeking external applicants. The Associate Dean’s Office will run a course history and work with the hiring manager to assign the course in the following order:

1. Seniority of those who have taught the course previously (up to their average load for the past three years);
 2. Seniority of those who have NOT taught the course (up to their average load for the past three years);
- NOTE: In order to determine seniority of those who have NOT taught it, the course will need to be posted for a minimum of 14 days, accepting applicants from BUFM only.

3. Seniority rotation above their average up to seven (7) courses.
4. New hires*

NEWLY DEVELOPED COURSES (WITH NO EXISTING COURSE HISTORY)

In situations that involve a newly developed courses, with no existing course histories, the college may post the position in accordance with the **NEW HIRE FOR “NEW COURSE” process**.

CANCELED COURSES AFTER THE 30-DAY OUT PERIOD

If the College decides to cancel a course assignment after a Bargaining Unit Faculty member has accepted and returned the Course Assignment Contract Addendum, the College shall offer a substitute course of equal unit value (if available) to the Bargaining Unit Faculty member (if qualified). If such a substitution is made in the same Academic Year no cancellation fee shall apply. If the College cancels a course that was set forth in a Course Assignment Contract without offering alternative course of the Bargaining Unit Faculty member within the same Academic Year, the College shall pay the amount set forth below, except when the Bargaining Unit Faculty member cannot perform the terms of his/her contract. Timing and amount of course cancellation shall be as follows:

Days before start of Academic Term: Thirty (30) days

Class delay/cancellation fee: \$500 for courses of 3.0+ units.

Any courses of smaller unit value will be pro-rated.

APPENDIX E

Teaching Support

This document is intended to help each department present a pertinent list of information and documents that should be available and provided to all Contingent Faculty (unit employees) in order to enable them to achieve the greatest success possible in their teaching career at Saint Mary's College and provide the best learning experience for the students at Saint Mary's College.

A. Program Specific Documents

Each department or program will develop and publish program-specific documents as follows:

1. Job descriptions for the Contingent Faculty (unit employees) in that department;
2. A written statement of the standards and requirements for teaching within the department or program, to be given to newly appointed Contingent Faculty (unit employees) at least 4 weeks before classes begin, including but not limited to:
 - a. the required form and content of the syllabus;
 - b. requirements for office hours and student advising;
 - c. requirements for students' written work, examinations, and oral participation;
 - d. the standard by which students' work will be evaluated and graded.
 - e. the policy on email and other methods of communication with students;
 - f. methods of accessing campus resources (counseling, IT, public safety, honor code, etc.)

B. Preparation of course material.

1. **Established courses.** Course materials will be given to the instructor from a faculty member that has taught the course within the previous 2 years at least 4 weeks before classes begin. This course material is available for use with complete academic freedom. If any material is considered required by the department, it will be stated as such at least 4 weeks before classes begin.
2. **New courses.** The instructor will prepare the course material on their own with complete academic freedom.

APPENDIX F

APPENDIX G

PRE-OBSERVATION SELF-ASSESSMENT FORM

Date: _____ Course: _____

Instructor: _____

Department Chair and/or School Dean _____

Observer: _____ No. of Students Present: _____

This form gives you the opportunity to describe those items you would like to discuss as part of your observation. Complete only those sections that you feel are appropriate..

1. What aspect(s) of your teaching experience do you find most challenging?

2. What could the College do to help?

3. Please provide a description of your recent achievements, inside or outside the classroom, such as publications, certifications, awards, etc..

APPENDIX H

Observation Form

Course Title:

Program/Department:

Number of Students Present:

Other(s) Present:

Adjunct Faculty Member Name:

Reviewed by:

Beginning and end times of observation:

Date:

Organization:
Planning and Preparation:
Content and Delivery:
Student Interaction, Engagement and Rapport
Assessment and Feedback:

Connection to SMC Mission, when applicable:

Additional Comments:

Adjunct Faculty Member response (Optional)

Date:

Adjunct Faculty Member Name:

Reviewed by:

Response:

Within 10 business days, **an in-person** meeting must be arranged to discuss this observation between SMC faculty and adjunct faculty member.

Additional Notes:

Date
Signatures