

**Summary of Contract Proposals for an Initial Collective Bargaining Agreement
between the CCA Non-ranked Faculty Union/ SEIU Local 1021
and California College of the Arts**

On August 13, 2015, the Bargaining Team for the CCA Non-Ranked Faculty Union submitted a full set of contract proposals to the CCA administration. The proposals include both general articles to establish the union, and specific articles pointed to the primary concerns that non-ranked faculty raised through a series of surveys. Since entering into mediation, we have gained some momentum and have begun to receive written counter proposals from administration.

Preamble: Establishes shared interests between non-ranked faculty and CCA, in a joint commitment to a professional, respectful relationship that provides high quality education to every student.

01. Recognition: The College recognizes SEIU Local 1021 as the exclusive representative for the purposes of collective bargaining for non-ranked faculty. Defines membership in the bargaining unit. Requires the College to provide the union an updated list of unit members on September 15 and February 15 of each year.

02. Definitions: Defines terms used in the Bargaining Agreement.

03. Security and Checkoff: Condition of employment for current and future non-ranked faculty to either become a member of the union or pay a representational fee in lieu of dues and membership. Dues or representational fees through payroll deduction each pay period. Voluntary contributions to the Union’s political action fund (COPE) for faculty members who choose to contribute.

04. Savings Clause: If it is determined that part of the contract is unlawful, then it will be separated from the rest of the contract, which shall remain in full force and effect, and the unlawful section will be negotiated back into compliance with law.

05. SEIU Rights: At no cost to the union, access to intracampus mail and email service and campus bulletin boards. SEIU designates leadership to represent the union on campus. All meetings of union stewards and chapter officers with administration scheduled outside of steward and officers class times. Stewards compensated with a stipend.

06. Union Leave and Activities: At SEIU’s request, non-ranked faculty granted leave up to one semester per year for union activities, without loss of seniority or status, and will be compensated by SEIU. Non-ranked faculty will have the right to return to their former positions.

07. Equal Employment: Recourse related to discrimination through the collective bargaining agreement.

08. Unlawful Harassment: Policies to prevent unlawful harassment and procedures for response to complaints.

09. Workplace Violence: Policies to prevent workplace violence and procedures for response to complaints.

10. Prohibition of Close Personal Relationships: No person who provides teaching, mentoring or supervisory functions at the college may participate in a close personal relationship with a student.

11. Grievance and Arbitration: Establishes an internal mechanism to resolve disputes related to the interpretation and/or application of the terms of the contract. The process includes binding arbitration to an outside arbitrator as the final step of the grievance procedure.

12. Health and Safety: Authorizes the Joint Labor/Management Committee (Article 23) to consider and make recommendations for health and safety issues as they arise.

13. Role in Institutional Service: Non-ranked faculty encouraged to attend department meetings, and considered voting members of the faculty senate. Non-ranked faculty eligible to serve on any faculty committee, working group, team or task force, will be compensated according to Article 16. Non-ranked faculty who complete service assignments will be evaluated by the chair or committee leader, and the evaluation will be placed in their file as well as sent directly to the non-ranked faculty member.

14. Employee Orientation: Union leadership will present union materials at new faculty orientation each semester.

15. Academic Freedom: The college’s academic freedom policy is included in the contract.

16. Compensation: Non-ranked faculty are compensated with increased standard course compensation for regular three unit courses, and with special compensation for atypical class structures or classes with greater than standard class responsibilities. Non-ranked faculty compensated for non-class appointments such as reviews, training, and special events, as well as for institutional service (Article 13). Provisions for cost of living and advancement are included.

17. Appointments and Assignments: Non-ranked faculty will be consulted before class assignments are made. Letters of appointment issued by April 15 for the next academic year, whether faculty will be teaching one or two semesters. Criteria for non-ranked faculty appointment levels provided. First year non-ranked faculty will receive one-year appointment letters with designated course load; second year non-ranked faculty will receive two-year appointment letters designating course load for the next two years. Third and later appointments will cover three years and designate course load for the next three years. On April 15, faculty will be issued contracts for their teaching schedule for the following year, including course title, position, salary rate, department, effective period, expected responsibilities, name of department chair, and contact information for CCA and union representative. In the event of enrollment changes, under seniority protocol, faculty with the longest service at the college will be reappointed first. Faculty whose contracts do not meet appointment levels will be placed on a waiting list.

18. Health and Welfare Benefits: Non-ranked faculty who teach two or more courses per year are eligible for medical, dental, vision, retirement, life insurance, and long-term disability benefits, with full coverage according to the CCA Faculty Handbook, as updated each year. They are also eligible for paid family leave, family medical leave, bereavement, and short-term disability leave. Non-ranked faculty are eligible for tuition remission benefits, faculty loan fund, and military leave of absence. Non-ranked faculty who teach one course will receive a stipend in lieu of benefits.

19. Course Cancellation Payments: If a course is cancelled after instruction begins, non-ranked faculty will be compensated at 100% of their course salary. If a course is cancelled within thirty days of the start of instruction, non-ranked faculty will be compensated at 50% of their course salary.

20. Unemployment Proposal: Acknowledges that non-ranked faculty are eligible for unemployment benefits at the completion of their contracts, between semesters and during the summer, according to California EDD policy.

21. Evaluations: Evaluations at predetermined intervals, with attention given to teaching, professional engagement and service. The Advancement, Promotions and Tenure committee (APT) will be enlarged, to include a 50% non-ranked faculty. Provides procedures in the event of student concerns or alleged performance issues.

22. Access to Services and Departmental Support: Comparable to services and support for ranked faculty.

23. Joint Labor/Management Committee: Both the union and the college administration will designate representatives to a joint labor/management committee, to consider unresolved grievances, health and safety matters, and other concerns shared by the union and CCA administration.

24. Non-ranked Faculty Development: Non-ranked faculty with several years of service will be eligible for professional development leave without losing job security or benefits. Compensation during leave based on years of teaching at CCA. CCA designates a non-ranked faculty development grant fund, with amounts designated for curriculum development and professional development, including funding for research and professional travel.

25. Open Ranked Positions: Non-ranked faculty will be notified when ranked positions are posted and advertised. Non-ranked faculty will be given the same good faith consideration as other candidates. CCA will notify the union before advertising a ranked faculty position.

26. Scope of Agreement: This Agreement is the governing document for the employment of non-ranked faculty and supersedes all other documents. It can only be amended by mutual agreement and in writing. The Union reserves the right to engage in bargaining if there is a change in policy or practice on which the contract is otherwise silent.

27. Term of Agreement: Designates the beginning and ending dates of the agreement. Negotiations for the next contract will begin four months before contract expiration.

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