

10:45pm

8 pages

Tentative (BA Local 1021/ CCA 2/23/17

1. Course Teaching Rates increase across the board all classes

8% 7-1-17 effective date Eight

4% 7-1-18 effective date Four

4% 7-1-19 effective date Four

1% 1-1-20 effective date ~~one~~ one

2. Lecturers Classification - all become Senior Lecturer effective 7/1/18 + pay rate change effective 7/1/18 +

Titles of Senior Lecturer → Adjunct I; Adjunct → Adjunct G.

3. Effective Date of CBA 5/1/17 (Dues Clause effective 7/1/17)

Expiration Date 6/30/20 (June 30, 2020)

4. Jury Leave - Quote from section of Faculty Handbook

5. Article - Classification and Promotion Section - per attached CCA proposal of 2/23/17 at 645

6. All past TBA's as initialled by the teams <sup>09</sup>

7. Employee benefits Article of CBA to read as per attached CCA proposal of 2/23/17

8. Leave of Absence Article as per attached CCA proposal of 2/23/17

9. Insert into Course Teaching Rates

Section as per attached CCA proposal of 2-23

10. Arbitration Selection as per attached CCA proposal of 2-23

11. All proposals of both parties are withdrawn.

T/A  
CBA

SEIU (02)

Wt  
Jim Golden  
H. E. Fenn  
MMA (Daryl)

→ and Stalder  
Penna leaves

act.

Widener

Widener

Tangor Cant and

CLASSIFICATIONS AND PROMOTION

CCA  
2-23-07  
645 pg  
4 pages  
ML

**General:** The four classifications of unranked faculty members as of ratification are Lecturer, Senior Lecturer, Adjunct, and Senior Adjunct.

Unranked faculty members may not teach more than four course line per academic year.\*  
**Exception:** for a faculty member who taught a particular course in each summer term of the three summers preceding this Agreement in which the College offered that particular course and if that faculty member taught more than four courses in those academic years, that faculty member remains eligible for this exception for that course when offered in the summer. This exception does not apply to off-campus study courses and courses offered only in summer term but not in other terms of the academic year (e.g., MFA Comics).

\*Co-teaching pursuant to the Special Assignment clause of the Agreement counts as 1/2 of line for purpose of the four course line maximum..

Effective summer 2017, summer course lines are counted for 1/2  
**Lecturers' Promotion and Pay Increase:** Effective six (6) months after ratification of the Agreement, the classification of Lecturer shall be abolished. All Lecturers shall be assigned to Senior Lecturer with the pay rate of Senior Lecturer.

Senior Lecturer\*\*:

The date set forth in course teaching rates section of the Agreement.

**Qualifications:** A terminal degree and/or high quality teaching of up to four academic years at an accredited higher educational institution and/or the equivalent in non-teaching professional experience in the area of the teaching, as judged by the College, are the preferred basic qualifications.

(\*) determination of promotion<sup>2</sup> eligibility and for determination of eligibility for one year and two year appointments.

ML

Proposed TA

CCA  
BYU  
FR  
WR

10 at 12



Promotion Process: When a Senior Lecturer completes ~~nine course lines~~ <sup>six semesters of</sup> teaching at CCA, by the end of that academic year, the Senior Lecturer shall be notified by the College in Workday of eligibility for promotion review. The Senior Lecturer shall then submit to the Provost an application for promotion to Adjunct. <sup>(course)</sup>

Promotion Granted: Within 45 days of completion of APT Committee review of the application and recommendation, the Provost will determine if, in her academic judgment, the Senior Lecturer has earned promotion to Adjunct. If so, the Provost will inform in writing the Senior Lecturer of promotion and increase in pay rate to Adjunct, to be effective at the start of the following academic year.

Promotion Not Granted: If the Provost has determined that the Senior Lecturer has not earned promotion to Adjunct, the Provost in writing will inform the Senior Lecturer of the denial of the application for promotion and the reason(s) for denial and teaching eligibility will end with the end of the current courses.

Promotion Decision Deferred: If the Provost is of the academic judgment that the Senior Lecturer has the potential to earn promotion with development of improved teaching and/or additional not teaching professional accomplishments, the Provost will inform the Senior Lecturer in writing that the promotion decision is deferred and the reasons for deferral. The Senior Lecturer will be eligible for further teaching for period of two additional semesters. The Senior Lecturer shall timely submit to the Provost a re-application for promotion to Adjunct. Within 45 days of completion of APT Committee review of the re-application and recommendation, the Provost will determine if, in her academic judgment, the Senior Lecturer has earned promotion to Adjunct. If so, the Provost will inform the Senior Lecturer in writing of promotion and increase in pay rate to Adjunct, to be effective at the start of the new academic year. If the Provost has determined that the Senior Lecturer has not earned promotion to Adjunct, the Provost will inform the Senior Lecturer in writing of the denial of the application for promotion and the reason(s) for denial and the reason(s) for denial and teaching eligibility will end with the end of the current courses.

### **Adjunct:**

Qualifications: A terminal degree and/or high quality teaching of four or more academic years at an accredited higher educational institution and/or the equivalent in non-teaching professional experience in the area of the teaching, as judged by the College, are the preferred basic qualifications.

Promotion Process: When an Adjunct completes ~~eighteen course lines~~ <sup>six semesters of</sup> teaching at CCA, by the end of that academic year, they shall be notified by the College in writing of eligibility for promotion review. They shall then submit to the Provost an application for promotion to Senior Adjunct. <sup>of teaching course</sup>



Promotion Granted: Within 45 days of completion of APT Committee review of the application and recommendation, the Provost will determine if, in her academic judgment, the Adjunct has earned promotion to Senior Adjunct. If so, the Provost will inform in writing the Adjunct of promotion and increase in pay rate to Senior Adjunct, to be effective at the start of the following academic year.

Promotion Not Granted: If the Provost has determined that the Adjunct has not earned promotion to Senior Adjunct, the Provost in writing will inform the Adjunct of the denial of the application for promotion and the reason(s) for denial and teaching eligibility will end with the end of the current courses.

Promotion Decision Deferred: If the Provost is of the academic judgment that the Adjunct has the potential to earn promotion with development of improved teaching and/or additional not-teaching professional accomplishments, the Provost will inform the Adjunct in writing that the promotion decision is deferred and the reasons for deferral. The Adjunct will be eligible for further teaching for a period of two additional semesters. The Adjunct shall timely submit to the Provost a re-application for promotion to Adjunct. Within 45 days of completion of APT Committee review of the reapplication and recommendation, the Provost will determine if, in her academic judgement, the Adjunct has earned promotion to Senior Adjunct. If so, the Provost will inform the Adjunct in writing of promotion and increase in pay rate to Senior Adjunct, to be effective at the start of the new academic year. If the Provost has determined that the Adjunct has not earned promotion to Senior Adjunct, the Provost will inform the Adjunct in writing of the denial of the application for promotion and the reason(s) for denial and teaching eligibility will end with the end of the current courses.

**Senior Adjunct:**

*is preferred and required is*

*12 Semesters  
Teaching  
covered*

Qualifications: Terminal degree (~~only for unranked faculty newly hired after execution of the Agreement~~) and outstanding higher education teaching of at least ~~eighteen course lines~~ at CCA; outstanding non-teaching professional experience in the subject matters taught at CCA; persuasive evidence of high quality engagement in or service to the external academic or professional community, such as, by way example only, via panels, boards, competitions, conferences, publications, and juries, the particular engagement and service activities to be determined pursuant to the below section, "Non-Teaching Professional Accomplishments."

Unranked faculty in the classification of Senior Adjunct are eligible to request Committee service assignments to be made by the Provost.

**Non-Teaching Professional Accomplishments:**

Acting pursuant to its charge under Article XIII of the Agreement, for each program of the College in which non-ranked faculty are employed, the Joint Labor Management

*MV*





Committee shall make agreed-upon written recommendations to the Provost for a description of non-teaching professional accomplishments to be used by APT.

**Appeals:**

A faculty member who has been denied a promotion by the Provost may have resort to the grievance procedure. In any such grievance, the academic judgments of the Provost and of the APT Committees shall be respected.

ML ✓



2. Article of the CBA entitled Employee Benefits to read as follows:

Unranked faculty holding one year or two year course teaching contracts providing for three or more course lines for each academic year are eligible to continue to participate in employee health and retirement benefit plans. <sup>(X)</sup>Coverages, rates and other provisions of College employee benefits plans are subject to change in the discretion of the College or carrier.

3. Article entitled Leaves of Absence: per the outstanding CCA proposal and in exchange for withdrawal by Union of all of its changes to the CCA Leave proposal, the College will agree to following language changes:

Item 1 Paid Sick Leave. "The College will engage a replacement instructor compensated by the College, if required for student instruction needs in the judgment of the College Provost."

Item 4 Military Service Leave."The College will grant requests for leave to the extent mandated by law. "

*Amended by [Signature]*  
4. Article entitled Classification and Promotion proposal: per the outstanding CCA proposal and in exchange of all of its changes to the CCA Classification and Promotion proposal the College will agree to following language changes: "Senior Adjuncte Qualifications: Terminal degree is preferred and outstanding higher education teaching..."

*(X) Health coverage is continued by the College during the period of the contract when the faculty member is unable to teach ~~class~~ due to personal serious health condition..*

*W*



*W* The Course Teaching Rates section will state: "The parties agree that the terms of the Agreement satisfy the pay standards of the Fair Labor Standards Act, California Labor Code and applicable local ordinances *as to exempt states*."



When a party has requested arbitration in a timely manner, the Union and the College shall mutually select an arbitrator from the following list

- Andria Knapp
- Barry Winograd
- Norman Brand

*by striking alternately from this list, the initiating party striking first.*

8





*Turbulent Heart*

SEIU Local 1021 and California College of the Arts

Contract Negotiations

December 18, 2015

CCA Contract Proposal No. 4: Article II. B, Counter-proposal on Labor Management Committee

1 page

### ARTICLE III. LABOR-MANAGEMENT RELATIONS DURING TERM OF THE AGREEMENT

**B. Joint Labor-Management Committee:** During the term of this Agreement, representatives of the Union and of the College shall meet in person as the Joint Labor-Management Committee for the purpose of:

Providing the input of the unranked faculty to the Administration on College-wide matters of importance to unranked faculty members; establishing and maintaining effective and cordial labor relations; exchanging information; and resolving disagreements and preventing disagreements.

Prior to the start of each academic year, the Union and the College shall exchange in writing the names and the College employment positions, of three, but not more than four persons who for the academic year, will represent the Union and the College, respectively. The Union and the College shall also specify in writing which of the College employees shall serve as its Co-Chair, respectively.

Each Co-Chair will submit to the other, a proposed agenda at least two weeks in advance of meetings. The Co-Chairs will confer to attempt to agree on the agenda for the meeting. Possible agreed-upon agenda items may be:

- (1) Identification and discussion of grievances that have been processed in full, but remained unresolved;
- (2) Health and safety matters that either party wishes to bring for discussion;
- (3) Opportunity for Local 1021 to provide the input of the unranked faculty to the Administration on College-wide matters of importance to unranked faculty members;
- (4) Opportunity for attendees to develop working professional relationships within the Joint Committee; and
- (5) Other matters agreed by the Co-Chairs to be on the agenda.

The Co-Chairs will agree upon meetings to be held at least 4 times each academic year, 2 times each semester, for up to two hours. If the Co-Chairs mutually agree, up to two additional meetings per academic year and one meeting in summer, may be held to discuss a specific agreed upon topic of importance.

*and, if the Co-Chairs mutually agree, for an additional hour.*

For the Union:

Celeste Peterson

Jessica Souler

Carly Manahan

Robert Hrydel

John Peter Stribling

Michael Stribling

David Stribling

Alan Golden

For CCA

Tanya C. [Signature]

Anna [Signature]

Michael [Signature]

[Signature]

Widant

X

SEIU Local 1021 and California College of the Arts  
Contract Negotiations  
December 18, 2015  
CCA Contract Proposal No. 7: Counter proposal on Employee Orientation  
*2 pages*

*Timbalus Aguer*

ARTICLE -14- EMPLOYEE ORIENTATION

When CCA will schedule new employee orientations on a per semester basis, provided that the new bargaining unit members were hired in the current semester will be invited. They will include information on benefits and eligibility. The union leadership will be available to present union materials.

For the Union:

Celso Peterson  
Carol J. Manahan  
H. J. Behm - P. J. J.  
Philizans  
David Stokel  
Shirley  
Mr. King  
Opposition lawyers

For CCA:

John Paul Carter  
Andy Hubert  
W. J. Baker  
W. J. Baker  
John

SEIU Local 1021 and California College of the Arts  
Contract Negotiations  
December 18, 2015  
CCA Contract Proposal No.5, article VI. A-E. Counter-Proposal on Equal Employment  
6 pages

Tentative Agreement

M. J. [Signature]  
CCA

## ARTICLE VI 7--EQUAL EMPLOYMENT POLICIES

### A4. Equal Employment Policy:

CCA is an equal-opportunity employer and educational institution. CCA prohibits unlawful discrimination based on sex (including gender), race, color, religion, religious creed, age (over 18 years), mental or physical disability, medical condition as defined by law, national origin, ancestry, marital status, veteran status, sexual orientation, gender identity or expression, and any other factor made unlawful by federal, state, or local law, including participation or non-participation in union activities. CCA's commitment to equal opportunity employment applies to all persons involved in the operations of the college and prohibits unlawful discrimination by any employee of the college.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with disabilities, the college will provide reasonable accommodations for the known physical or mental limitations of an otherwise qualified Individual who is an applicant or an employee, unless undue hardship for the college would result.

Any applicant or employee who requires or requests an accommodation in order to perform the essential functions of his or her job should be directed to the associate vice president of human resources to request and document the need for such an accommodation. The college will assess the request and if ~~conduct an investigation to identify the barriers that make it difficult for the applicant or employee to have an equal opportunity to perform his or her job and then identify what possible accommodation, if any, would help to eliminate the barriers.~~ If the accommodation is supported and is reasonable as determined by the College, and will not impose an undue hardship, the college will make the accommodation. The college may also propose alternative accommodation(s).

### B2. Procedure to Assist in Implementation of the Equal Employment Policy-Discrimination or Retaliation:

If an employee believes that he or she has been subjected to any form of ~~unlawful discrimination or retaliation~~, he or she should submit a written complaint to the associate provost. The employee may choose to submit a copy of the employee's complaint to the designated representative of the Union and if so, shall notify the Associate Provost in writing that s/he has done so. The complaint should be specific and include the names of the individuals involved as well as the names of any witnesses. CCA will, in all appropriate cases, immediately undertake an effective, thorough, and objective assessment. CCA will consider ~~endeavor to protect the privacy and confidentiality of all parties involved, as much as is possible.~~ If the college determines that unlawful discrimination has occurred, effective remedial action will be taken, ~~commensurate with the severity of the offense, up to and including termination.~~ Appropriate action will also be taken to deter any future discrimination. Whatever action is taken will be made known to the complaining employee in general form. The college will not retaliate against an employee for filing any good-faith complaint and will not knowingly permit retaliation by management, coworkers, or other employees.

~~Applicable law prohibits retaliation against any employee by another employee or by the college for reporting, filing, testifying, assisting, or participating in any manner in any investigation, proceeding, or hearing conducted by the college or a federal or state enforcement agency. Any retaliation should be reported immediately to any college supervisor or the associate vice president of human resources, as well as their union representative. Reports of retaliatory conduct will be immediately, objectively, and thoroughly investigated in accordance with the procedures outlined above.~~

Local 1021 and CCA each commits that the Union and its representatives will not engage in ~~discrimination or retaliation harassment~~ of employees of the College, based upon participation or non-participation in union activities. Additionally, the College and its representatives will not engage in ~~discrimination or harassment~~ of employees of the College based upon participation or non-participation in union activities.

In addition to the college's internal reporting procedure for unlawful discrimination, employees should be aware that the federal Equal Employment Opportunity Commission (EEOC) and the California Department of Fair Employment and Housing (DFEH) investigate reports of unlawful discrimination in employment. Employees who believe that they have been discriminated against may file a report with the EEOC within 300 days of the conduct or with the DFEH within one year of the conduct. You may contact the nearest office of the EEOC or DFEH:

Equal Employment Opportunity Commission  
Oakland Federal Building, North Tower  
1301 Clay Street, Suite 1170N  
Oakland, CA 94612-5217  
510.637.3230  
800.699.4000

Department of Fair Employment and Housing  
Oakland District Office  
1515 Clay Street, Suite 701  
Oakland, CA 94612-1460  
510.622.2941  
800.884.1684

Add SF  
locations.

For the Union:

For CCA:

Alesia Peterson  
Carolyn Maraker  
Marta Lopez  
Hilary Behm-Senby  
Marianne  
Sandi Stojich  
Alina Golden  
Jessica Laureless

Tangae Park  
Amy Hubbs

### C. PROHIBITION OF ARTICLE 8-UNLAWFUL HARASSMENT

In accordance with applicable law, CCA prohibits sexual harassment and other harassment based on sex (including gender), race, color, religion, religious creed, age (over 18 years), mental or physical disability, medical condition as defined by law, national origin, ancestry, marital status, veteran status, sexual orientation, gender identity or expression, and any other factor made unlawful by federal, state, or local law, including participation or non-participation in union activities. The college is committed to taking all reasonable steps to prevent harassment.

~~Employees should bear in mind that CCA is an art college and, as part of its curriculum and functions, nude models and artistic renderings of nude figures, in appropriate context, may be exhibited on campus.~~

The Federal law defines sexual harassment as unwanted sexual advances, requests for sexual favors, or visual, verbal, or physical conduct of a sexual nature when: (1) submission to such conduct is made a term or condition of employment; (2) submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile, or offensive working environment.

Federal law, referred to as "Title IX", protects college students and other college community members from sexual misconduct. The College will notify the union of intake and other procedures that will govern Title IX reports related to students and other complaints.

~~California law defines sexual harassment as unwanted sexual advances or visual, verbal, or physical conduct of a sexual nature. This definition includes many forms of offensive behavior, including, but not limited to: unwanted sexual advances; offering employment in exchange for sexual favors; making or threatening reprisals after a negative response to sexual advances; visual conduct such as leering, making sexual gestures, or displaying pornographic objects, pictures, cartoons, or posters; verbal sexual advances or propositions; verbal abuse of a sexual nature; graphic verbal commentary about an individual's body; sexually degrading words to describe an individual; suggestive or obscene letters, notes, or invitations; or physical conduct such as touching, assault, or impeding or blocking movements.~~

Employees should bear in mind that CCA is an art college and, as part of its curriculum and functions, nude models and artistic renderings of nude figures, in appropriate context, may be exhibited on campus.

Sexual harassment by any CCA employee is forbidden whether it involves coworkers, supervisors, managers, faculty, students, or persons doing business with or for the college.

Within the Joint Labor Management Committee, the college may request consultation on ways that the union and college may mutually cooperate in support of this policy.

#### D. Procedure to Assist in Implementation of the ~~Sexual Harassment~~ Policy Against Unlawful Harassment:

If an employee believes that he or she has been subjected to any form of sexual harassment, s/he should submit a written complaint to the associate provost. The employee may choose to submit a copy of the complaint to the designated representative of the Union and if so, shall notify the Associate Provost in writing that s/he has done so. The complaint should be specific and include the names of the individuals involved as well as the names of any witnesses. CCA will, in all appropriate cases, immediately undertake an effective, thorough, and objective assessment. CCA will consider endeavor to protect the privacy and confidentiality of all parties involved, as much as is possible. If the college determines that unlawful sexual harassment has occurred, effective remedial action will be taken, commensurate with the severity of the offense, up to and including termination. Appropriate action will also be taken to deter any future harassment. Whatever action is taken will be made known to the complaining employee in general terms. The college will not retaliate against an employee for filing any good-faith complaint and will not knowingly permit retaliation by management, coworkers, or other employees.

~~SEIU reserves the right to add, amend, modify or change any proposal.~~

~~Last Update: 8/12/15 1:49 PM~~



Applicable law prohibits retaliation against any employee by another employee or by the college for reporting, filing, testifying, assisting, or participating in any manner in any investigation, proceeding, or hearing conducted by the college or a federal or state enforcement agency. Any retaliation should be reported immediately to any college supervisor or the associate vice president of human resources, as well as their union representative. Reports of retaliatory conduct will be immediately, objectively, and thoroughly investigated in accordance with the procedures outlined above.

In addition to the college's internal reporting procedure for unlawful sexual harassment, employees should be aware that the federal Equal Employment Opportunity Commission (EEOC) and the California Department of Fair Employment and Housing (DFEH) investigate reports of unlawful discrimination and harassment in employment. Employees who believe that they have been discriminated against or sexually harassed may file a report with the EEOC within 300 days of the conduct or with the DFEH within one year of the conduct. Employees may contact the nearest office of the EEOC or DFEH:

Equal Employment Opportunity Commission  
Oakland Federal Building, North Tower  
1301 Clay Street, Suite 1170N  
Oakland, CA 94612-5217  
510.637.3230  
800.699.4000

Department of Fair Employment and Housing  
Oakland District Office  
1515 Clay Street, Suite 701  
Oakland, CA 94612-1460  
510.622.2941  
800.884.1684.

Add SF locations.

1 Tentative April

For the Union:

For CCA:

Albert Peterson

Carol J. Manahan

Roha Hryud

John F. ...

Miriam ...  
Sand ...  
Stine Golden

Jessica ...

Tang ...

Ann ...

Mur

Wichman

**E. Policy Prohibiting Close Personal Relationships in Teaching, Mentoring, and Supervisory Activities:** The College is committed to maintaining a learning and working environment that is free from unlawful harassment and discrimination, and also from the potentially adverse affects that can arise from close personal relationships in the course of teaching, mentoring and supervisory activities, including those involving students. The following Policy is intended to prevent situations from arising in which violations of the Equal Employment Policy can occur and in which perceptions of such violations can arise.

Such relationships at the college may interfere with the ability of the teacher, mentor and supervisor to act fairly and without favoritism or may contribute to the perception of favoritism. Except where explicit approval has been obtained in writing from the provost, no person who provides teaching, mentoring or supervisory functions at the College may participate in a close personal relationship with an individual who is a member of the college community for whom that person provides, or may (by virtue of college-permitted or-assigned position or functions) reasonably be expected in the future to provide teaching, mentoring or supervision.

“Supervision” includes grading or other academic evaluation, tutoring for pay, job evaluation, hiring decisions and those pertaining to promotion, the direct setting of salary or wages, and the determination of internship, educational, or employment opportunities, references or recommendations. A “supervisor” is anyone who oversees, directs or evaluates the work of others, including, but not limited to managers, administrators, coaches, directors, deans, chairs and advisors.

“Close personal relationships” include marriage, domestic partner, dating, sexual and similar close personal relationships, even if they are consensually undertaken. “Close personal relationships” do not include the usual and customary socializing at the college of teacher-student; mentor-mentee; supervisor-employee; faculty member-graduate student; co-workers; and supervisor-student employee.

Within Joint Labor-Management Committee, the College may request consultation on ways that the Union and College may mutually cooperate in support of this policy.

For the Union  
Celeste Peterson  
Carrye Manahan  
Robert Hugel  
J.L. John-Son  
David Skolnik  
Mission Angeles  
Sting Golden  
M. V. Amstrong  
For CCA:

*Memorandum*

*11/10*

ARTICLE 15 – ACADEMIC FREEDOM + Professional Ethics

As described in Appendix A and B of this contract (Appendix A – AAUP Statement on Academic Freedom and Appendix B – AAUP Statement on Professional Ethics), unranked faculty are entitled to full academic freedom, including freedom of research and expression. Unranked faculty shall enjoy the same rights and obligations of academic freedom as ranked faculty at CCA.

*and professional ethics*

Unranked faculty members are entitled to freedom in the classroom in discussing their subject.

When unranked faculty employees express themselves as citizens, they should be free from institutional censorship or discipline.

For the Union:

*Celeste Peterson*  
*Gessica Lavelle*  
*Carol Manahan*  
*Robert Hygal*  
*John Peter S. ...*  
*Phil ...*  
*Dawn ...*  
*Alina Golden*

For CCA:

*[Signature]*  
*[Signature]*  
*Amey ...*

*[Signature]*

## Appendix A

### *American Association of University Professors (AAUP) Statement on Academic Freedom*

Academic freedom is a special freedom, necessary to the mission of professors in a university. Professional responsibility is its logical correlative. As individuals, professors have the responsibility to conduct themselves in ways that will promote the achievement of the purposes for which academic freedom exists. And as members of a profession possessed of certain rights of self-government, university professors as a group have an obligation to keep their house in order and to take such steps as may be necessary to the fulfillment of their professional mission.

The responsibilities of a faculty member fall into the following four main areas:

1. his or her subjects
2. his or her students
3. the institution of which he or she is a part
4. his or her profession and the community at large

The professor's primary responsibility is to his or her subject—to seek and to state the truth in that subject as he or she sees it. In carrying out this responsibility, it is the professor's duty to guard his or her freedom to inquire, not only against overt assault, but against any personal commitments on his or her part that are incompatible with that freedom. The preservation of the integrity and vitality of their subjects also requires professors to comment on the work of their colleagues and to advise their own or other universities about the appointment, retention, or promotion of individual scholars. It is self-evident that the scholar and teacher will best fulfill this responsibility by attempting, as far as it is humanly possible, to base his or her professional judgments of his or her colleagues exclusively upon their work and upon their contributions, actual or potential, to teaching and inquiry.

The professor's central responsibility to the students is to teach them his or her subject and to do so in accordance with the best standards of scholarship in his or her discipline. A primary duty of the professor with regard to his or her students, accordingly, is to keep abreast of developments in his or her field. A further obligation is to see that the process of teaching and learning is conducted in an atmosphere of free and unhampered inquiry. The professor has a responsibility to his or her students to entertain all relevant questions and to guard the classroom against external pressures, including the student's fear that what he or she does or says in the honest pursuit of intellectual inquiries will affect their rating within a course, future chances of employment, or later standing in the community.

The relationship between teacher and student also has dimensions that reach beyond the classroom. It is clearly incompatible with elementary standards of professional or personal behavior for the professor to use his or her relationship to his or her students to exploit them for his or her own private purposes. Beyond this, the professor is obviously one agent among others in the personal development of his or her students. He or she influences them not only through his or her subject but through his or her own personal deportment and intellectual style, and it is his or her responsibility to keep this consideration in mind. It cannot be a requirement of

membership in the scholarly community, however, that the scholar give up legal rights or personal liberties normally enjoyed by other citizens. Any attempt to impose a uniform code of personal behavior on all members of the university faculties endangers the foundations of free scholarship.

It may be assumed that colleges and universities exist for the same purposes that professors exist—namely, the advancement of learning. Accordingly, the primary responsibility of a professor to the institution that employs him or her is that he or she fulfill his or her responsibilities to his or her own field of knowledge and to his or her students. Administrative work, curriculum studies, committee service, and the like are, however, reasonable parts of a professor's duties. It is a responsibility of the institution to see that these burdens do not fall so heavily on particular individuals that they find it difficult to meet their immediate obligations to their subjects or their students. It is equally a responsibility of the individual professor to see that he or she does not sacrifice any one major area of responsibility in an excessive concern with the others. In activities in which the professor engages outside the college or university, it is plainly his or her responsibility to make it plain, when circumstances require, that he or she is acting as an individual and not as a representative of his or her institution or of the scholarly profession. It is also his or her responsibility to measure the amount and character of such work as he or she may do outside the university in terms of his or her primary responsibility to his or her parent institution.

The professor's obligations to the community, like the professor's rights within the community, cannot be less than those of any responsible citizen. His or her responsibility both to his or her profession and to the outside community is plainly the fulfillment of his or her responsibilities to his or her subject, to his or her students, and to his or her parent institution. As a citizen and as a member of a profession that depends upon freedom for its health and integrity, furthermore, the individual scholar also has an obligation to maintain and advance the conditions of free inquiry. This obligation reaches beyond the classroom or laboratory.

## **Appendix B**

### ***AAUP Statement on Professional Ethics***

Professors, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognize the special responsibilities placed upon them. Their primary responsibility to their subject is to seek and to state the truth as they see it. To this end, professors devote their energies to developing and improving their scholarly competence. They accept the obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. They practice intellectual honesty. Although professors may follow subsidiary interests, these interests must never seriously hamper or compromise their freedom of inquiry.

As teachers, professors encourage the free pursuit of learning in their students. They hold before them the best scholarly and ethical standards of their discipline. Professors demonstrate respect for students as individuals and adhere to their proper roles as intellectual guides and counselors. Professors make every reasonable effort to foster honest academic conduct and to ensure that their evaluations of students reflect each student's true merit. They respect the confidential nature of the relationship between professor and student. They avoid any exploitation, harassment, or discriminatory treatment of students. They acknowledge significant academic or scholarly assistance from them. They protect their academic freedom.

As colleagues, professors have obligations that derive from common membership in the community of scholars. Professors do not discriminate against or harass colleagues. They respect and defend the free inquiry of associates, even when it leads to findings and conclusions that differ from their own. Professors acknowledge academic debt and strive to be objective in their professional judgment of colleagues. Professors accept their share of faculty responsibilities for the governance of their institution.

As members of an academic institution, professors seek above all to be effective teachers and scholars. Although professors observe the stated regulations of the institution, provided the regulations do not contravene academic freedom, they maintain their right to criticize and seek revision. Professors give due regard to their paramount responsibilities within their institution in determining the amount and character of work done outside it. When considering the interruption or termination of their service, professors recognize the effect of their decision upon the program of the institution and give due notice of their intentions.

As members of their community, professors have the rights and obligations of other citizens. Professors measure the urgency of these obligations in the light of their responsibilities to their subject, to their students, to their profession, and to their institution. When they speak or act as private persons, they avoid creating the impression of speaking or acting for their college or university. As citizens engaged in a profession that depends upon freedom for its health and integrity, professors have a particular

obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

mm

ARTICLE 24 - SCOPE OF AGREEMENT

This Agreement in the form mutually executed by the parties constitutes the sole and exclusive record of agreements reached between the College and the Union. Each party hereby affirms that it had full opportunity to bargain collectively as to any and all lawful subjects of collective bargaining. Therefore, neither party shall attempt to compel the other to bargain collectively on any or all subjects of collective bargaining applicable to the period of this Agreement. Each party acknowledges that the other party has no other obligation to grant any request to bargain on such subject.

If any provision of this Agreement should be held invalid by operation of law or by a final determination of any tribunal of competent jurisdiction, or if compliance with or enforcement of any section or sub-section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, or the application of such section or sub-section to persons or circumstances other than those as to which it has been held invalid or as to which compliance or enforcement has been restrained, shall not be affected. Should such invalidation occur, the parties shall meet promptly to negotiate such substitute provisions as are legally permissible and consistent to the extent practicable with the original intentions of the parties.

For the Union:

Robert Orzabal  
Christie Peterson  
Jessica Jaramila  
John Thomas Smith  
Carol J. Manahan  
John Golda  
\_\_\_\_\_  
\_\_\_\_\_

For the College:

Mark Monti  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SEIU reserves the right to add, amend, modify or change any proposal.

Last Update: 3/11/2015 9:28 AM



ARTICLE 4 - SAVINGS CLAUSE

It is hereby declared to be the intention of the parties to this Agreement that the sections, paragraphs, sentences, clauses and phrases of this Agreement are subject to applicable law, and are separable. If any part of this Agreement is found to be invalid because of a conflict with applicable law or to give rise to a reporting obligation to the U.S. Department of Labor, such invalidity or reporting obligations will not affect the remaining parts of this Agreement, and the parties will meet to negotiate a substitute provision.

*ML*

For the Union:

*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For [?]:

*[Signature]*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SEIU reserves the right to add, amend, modify or change any proposal.

Last Update: 3/10/15 7:36 PM 3/10/15 12:36 PM 3/11/15 1:46 PM

ARTICLE 25 - TERM OF AGREEMENT

This agreement becomes effective as of \_\_\_\_\_, and will continue in full force and effect until \_\_\_\_\_. Thereafter, it will automatically renew itself and continue in full force and effect from year to year unless, at least sixty (60) days prior to \_\_\_\_\_ or at least sixty (60) days prior to any subsequent anniversary date thereafter, either party gives written notice to the other of its desire to terminate or make changes in this Agreement.

For the Union:

Robert Ornel  
Celeste Peterson  
Jessica Lawrence  
John Smith  
Carol Manahan  
John Galda  
\_\_\_\_\_  
\_\_\_\_\_

For COA:

Thompson  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SEIU reserves the right to add, amend, modify or change any proposal.

Last Update: 2/25/2015 3:11 PM

SEIU Local 1021 and California College of the Arts  
Contract Negotiations  
Meeting No. 1  
December 18, 2014  
CCA Proposed Ground Rules

2/20 11/7/15  
~~11/7/15~~

Presented  
1/17/15  
E.M.

**CCA Proposed Grounds Rules for Negotiations:**

1. Bargaining meeting sessions between the two teams to be scheduled by date, time and place by mutual agreement.
2. Bargaining will be conducted exclusively in meetings sessions attended by the two teams.
3. Each bargaining team will designate a chief spokesperson who will be responsible to serve as moderator of that team's communications, oral and written.
4. Before or at the beginning of each bargaining meeting sessions, the two teams will attempt to agree on a complete agendas for the session and the probable duration of the session.

5. Recording devices are not permitted at or near bargaining sessions.

6. ~~The media is not permitted at or near bargaining sessions,~~ *with the media*

7. When tentative agreement is reached to ground rules or to a proposal for contract terms, a writing embodying the tentative agreement shall be initialed by the chief spokespersons. *[Signature]*

8. Perceived violations of agreed ground rules will be promptly addressed by direct communication by the chief spokespersons.

9. Attendance at bargaining sessions will be only by authorized members of the bargaining teams of the two parties; if either party wishes to invite a guest speaker or some other person, advance discussion and agreement shall be required and if agreed, the guest shall be informed of the agreed ground rules and required to agree to them. *- to be discussed later*

10. Agreed ground rules may not be altered except by mutual agreement of the two teams.

11. The next meeting for bargaining shall be held at the following date, time and place: *11/13/14 + 11/19/14*

12. *fully pattern and team have authority & must include*

13. *not if certain authority to be discussed.* *(BA) [Signature]*

**F. Policy Against Workplace Violence:**

This policy is to aid in the protection of unranked faculty members from violence and threats of violence in respect to their work at the College. This policy is also to regulate the behavior of unranked faculty, prohibiting them from engaging in violence and threats of violence in respect to their work at the College and soliciting their cooperation in informing the College of behavior by others that is violent or threats of violence.

CCA and Local 1021 each recognizes that violence in the workplace is a growing problem nationwide that necessitates a firm, considered response from employers. The costs of workplace violence are great, in both human and financial terms. Since the safety and security of college employees is of vital importance, acts or threats of physical violence, including intimidation, harassment, and/or coercion, that involve or affect the college or that occur on college property will not be tolerated. This prohibition against threats and acts of violence applies to all persons involved in the operation of the college, including, but not limited to, college personnel, contract and temporary workers, and anyone else on college property. Violations of this policy by any individual will lead to disciplinary and/or legal action as appropriate.

Workplace violence is defined as any conduct that is sufficiently severe, offensive, or intimidating to cause an individual to reasonably fear for his or her personal safety or the safety of his or her family, friends, and/or property such that employment conditions are altered or a hostile, abusive, or intimidating work environment is created for one or several college employees.

~~and in addition, regulates their behavior.~~ Employees who believe that threats or acts of violence have been made in respect to College functions, should immediately report the details of the incident(s) to their supervisor, the associate provost, and/or the director of public safety. Rapid decisions may be needed to prevent a threat from being carried out, a violent act from occurring, or a life-threatening situation from developing. No existing college policy or procedure should be interpreted in a manner that delays or prevents this from occurring.

Within the Joint Labor-Management Committee, the College and the Union will periodically consult on ways that they may mutually cooperate in support of this policy.

*Robert Peterson*  
*Noreen Sanders*  
*John Manahan*  
*Robert Boyd*  
*Alan Gledhill*  
*Henry Skarb*

*Whizenedy*  
*David Skidell*  
*Len Churns*  
*Jayka*

*Robert Peterson*  
*1/16*

**G. Employment Vacancies Not Covered by the Collective Bargaining Agreement:**

This policy provides that unranked faculty members may apply for employment in posted or advertised staff, faculty or administration employment vacancies of the College that are not covered by the collective bargaining agreement.

CCA will notify <sup>the assigned union representative</sup> all members of the bargaining unit via email (to include a link to the job posting) when advertising for a tenure track or ranked non-tenure position.

Based on the evaluation and ~~judgment~~ of the search committee, the College will interview any current unranked faculty member whose completed application demonstrates that the applicant possesses the qualifications and experience for the position. ←

The ~~judgment~~ of the College with respect to final selection shall not <sup>be</sup> subject to the Grievance and Arbitration procedure.

<sup>evaluation</sup>  
[ The ~~qualifications~~ and judgement of the committee shall be respected. ]

Abrahamson  
M. Vande  
T. J. ...

Celeste Peterson  
Jessie ...  
J. L. ...  
David ...  
Theresa ...  
Robert ...

January 21, 2016

Counterproposal from SEIU 1021 Non-Ranked Faculty (original Article 24)  
CCA Contract Proposal No. 10. Article VI. H Faculty Development Grants  
Section on Development Leave

### H. Faculty Development Grants and Development Leave

**Grants:** Any unranked faculty member with CCA teaching service who is currently serving under one or more course teaching appointments may submit an application for a faculty grant.

These grants are highly competitive; no faculty is guaranteed an award through one or many applications over one or many grant periods. Grant priorities may change from year to year to encourage particular areas of faculty development based on College need (i.e. online learning, diversity, etc.). Decisions by the College shall not be subject to review under the grievance procedure.

**Development Leave:** Any unranked faculty member who has taught for three or more of the most recent consecutive years and who is currently serving under at least one teaching appointment may apply for unpaid development leave. Notification must be submitted to the program chair at least six weeks prior to the start of the semester within which the unranked faculty member is scheduled to teach.

Unpaid leave may be taken for a period of up to two semesters in one academic year or across two academic years. If unpaid development leave is approved, the unranked faculty member will retain their status as provided in Article \_\_\_\_ (Leaves of Absence). Unpaid leave shall not count as time toward CCA teaching service for purposes of other provisions of the Agreement.

T/A

Michael [unclear]  
[unclear]

Tafacal

Robert [unclear]  
Jesseca [unclear]  
Celeste Peterson

[unclear]  
[unclear]  
Dan [unclear]  
[unclear]

CCA Contract Proposal No. 12. Article VI. I. **Instructional Services & Materials**

**I. Access to the College's Instructional Services & Materials**

For use in preparing and delivering CCA courses, unranked faculty members will have access to those instructional services and materials that the College, or a program of the College, may from time to time make generally accessible to its faculty members.

Access is subject to cooperation with CCA's procedures and policies that apply. Uses other than for CCA courses is not permitted.

If the Union believes that in any particular program(s) of the College, unranked faculty members are experiencing difficulties in obtaining access, the Joint Labor Management Committee will attempt to assess and resolve the matter.

Jessica Laureless  
Celeste Peterson

[Signature]  
[Signature]

[Signature]  
H.L. [Signature]  
David Skolnik  
[Signature]  
Robert Hryzel

[Signature]

SEIU Local 1021 and California College of the Arts  
Contract Negotiations  
February 10, 2016  
CCA Contract Proposal No. 15

*LA ME* *TPA*  
*21 19*

**ARTICLE I. RECOGNITION OF THE UNION AND COVERAGE BY THE COLLECTIVE BARGAINING AGREEMENT**

**A. Recognition of the Union.**

California College of the Arts recognizes Service Employees International Union Local 1021 as the exclusive representative for purposes of collective bargaining concerning wages, hours and working conditions for the following unit of employees of the College:

*for SEIU*  
*Rose Peterson*  
*Wendy Hugel*  
*Pat M*  
*Don Stalder*  
*Alvin Golden*  
*M. Miranoff*

All regular unranked faculty employed in the classifications of Lecturer, Senior Lecturer, Adjunct Professor and Senior Adjunct Professor, in academic-degree granting programs at the San Francisco and at the Oakland campus,

excluding:  
All ranked faculty (including ranked tenure/track faculty and ranked non-tenured/tenure track faculty); all visiting faculty; all distinguished professors; all students and student-employees; all teaching and research assistants and fellows; all office and administrative employees; all administrators (including division directors, assistant directors, program chairs, program staff, deans and chairs including those who may have teaching assignments; all employees in non-degree granting programs (including library, pre-college, center for art and public life and office of special programs); all other employees, all volunteers, all other professional employees, confidential employees, independent contractors, and managerial employees, guards and supervisors as defined in the National Labor Relations Act.

*"regular"*  
*to be negotiated*

**B. Coverage by the Collective Bargaining Agreement.**

"Regular" means those unranked faculty in the specified included classifications, who are  
'ed to te



K. Committee Service by Unranked Faculty Members

Unranked faculty members are not obliged to perform committee service duties, however, are welcome to express a specific interest and availability for assignment to a College-wide or program-specific committee service need. When the provost decides that unranked faculty members will be invited to serve on a particular College-wide or program committee and/or other committee that is semester-long or longer, the provost shall first notify the Joint Labor Management Committee of the availability of the committee opportunity.

The provost or designee shall be the sole College authority and have complete discretion to decide whether or not to appoint unranked faculty members to serve on a particular College-wide or program committee or other committee at the College and if so, to decide which unranked faculty member(s) who expresses interest, shall be assigned, with the exception of the Joint Labor Management committee. The decisions of the provost shall be final and not subject to grievance or other challenge. Decisions by the provost shall not be precedential of future decisions by the provost.

If the provost invites an unranked faculty member to serve on a committee, completion of the commitment entitles the faculty member to compensation in a per semester lump amount equivalent to not less than ~~5%~~ of the faculty member's highest course rate of pay.

*2% (to be negotiated)*

For a first collective bargaining agreement negotiation, the College recognizes the unusual time commitment made by the unranked faculty members who have served on the Union bargaining team for each of the semesters as follows:

*Side letter*

2015 Spring, Summer, Fall; and 2016 Spring (4 total semesters): Hugh Behm-Steinberg, David Skolnick, Robert Hugel, Carol Manahan

2015 Spring, Summer (2 total semesters): Pamina Traylor

2015 Summer, Fall; and 2016 Spring (3 total semesters): Alisa Golden

2016 Spring (1 total semester): Noga Wizansky

For purposes of payment, this service shall be deemed a College-wide committee. This agreement shall not be a precedent for future contract negotiations.

For the Joint Labor Management Committee and for the first collective bargaining agreement, the College recognizes the unusual time commitment to be made by the unranked faculty members who will fully serve as union representatives on that committee. For this first agreement and for purposes of payment, that service shall be deemed College-wide committee service. This agreement shall not be a precedent for future contract negotiations.

*TA*

*F. Bell*  
*Wesley Peterson*  
*Officer in Charge*

*Hugh Behm-Steinberg*  
*Noga Wizansky*

*For CCA*  
*[Signature]*

*M. J. [Signature]*  
*3-4-16*

SEIU Local 1021 and California College of the Arts  
March 11<sup>th</sup>, 2016

CCA Contract Proposal No. 17: Article VIII Discharge and Discipline

**ARTICLE VIII: DISCHARGE AND DISCIPLINE**

Discharge is the action of the College for the involuntary separation of the employment relationship prior to the expiration of the extant course contract(s), by reason of the conduct or job performance of the faculty member.

~~The expiration of the extant course contract(s) shall not be deemed to constitute a discharge or discipline.~~ *taking place* *m*

Discipline ~~is~~ is a written warning, suspension without pay or demotion, but discipline is not the act or contents of supervisory written or oral evaluations, or of supervisory oral warnings or counselling. In any matter, the College may choose to impose discipline in lieu of discharge; however, such choice shall not be considered as precedential ~~in a grievance challenging a discharge decision by the College in another matter.~~

Discharge and discipline as defined in this Article shall take place for just cause, only. ~~Just cause means a reasonable basis for the decision, with substantial evidence to support the action taken.~~ *m*

FOR SEIU

*Stim Goben*  
*Al B...*  
*Robert Angel*  
*Sam St...*  
*Plauers*  
*Wizansky*

*(S/D)*

*(TR)*

*m*  
*al*  
*CA*

SEIU Counterproposal to California College of the Arts  
March 21, 2016  
CCA Proposal Article 18/Union Proposal Article 1B

From Union  
3/21/16  
4:45 p.m.

ARTICLE \_\_ - Bargaining Unit Information

No later than 21 days after the <sup>add/drop period</sup> ~~add/drop period~~ ~~first day of class~~ of the respective semester of each academic year during the term of the Agreement, the College will electronically provide to the Union a list of unranked faculty members who are employed within the scope of Article I, Recognition and Coverage.

In electronic format the College will provide name; date of hire; primary program or department; College identification number; course appointment for the current semester; course rate; any non-course appointment; College email address; home address; home phone; personal email; and indicate which unranked faculty member then receive College and health and dental benefits benefit status.

FOR SEIU  
[Signature]  
[Signature]  
Robert Hryzel  
[Signature]  
[Signature]  
[Signature]  
[Signature]

3/21

TP  
[Signature]  
[Signature]  
[Signature]

SEIU Counterproposal to California College of the Arts  
March 21, 2016  
CCA Proposal Article 16/Union Proposal Article 6

3-01  
rec  
del  
4/15

ARTICLE \_\_ - Leave for Union Business

Upon the request of the Union, CCA will grant to one unranked faculty member per calendar year semester, leave of absence for employment with the Union. Such leaves will be granted up to the equivalent of one semester per year and will be compensated by the Union.

Upon expiration of the leave, the unranked faculty member may, ~~upon request~~, resume his/her former eligibility for course assignment, without ~~prejudice~~ break in service for purposes of any applicable accrual as a result of based on the leave for union business.

SEU

TA

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(TA)

Rec  
3000  
4-15

## ARTICLE XX – GRIEVANCE PROCEDURE

The grievance procedure is the exclusive means for the resolution of all disputes between the Union and the College regarding the interpretation or application of this Agreement. The procedure is also the exclusive means for the resolution of claims by unranked faculty that the College has violated a provision(s) of the Agreement, and by the College that the Union has violated a provision of the Agreement.

### Definition—Grievance

A faculty member grievance is a claim by unranked faculty member(s) that the College has violated term(s) of the Agreement with respect to their employment. The parties discourage trivial claims.

A union grievance is a claim by a steward or the Union, that the College has violated provision(s) of the Agreement with respect to the employment of unranked faculty members or the rights of the Union. A union grievance will be filed only by designated ~~step~~ stewards or the Union representative. At the start of each academic year, the Union shall provide the associate provost of the College with a list of authorized stewards, and update the list within five business days of any change.

A College grievance is a claim by the Associate Provost or his designee, that the Union has violated a provision(s) of the Agreement that sets forth its obligations to the college.

Any reference in this Article to “days” shall mean calendar days, unless otherwise specified.

### Procedures for Grievance

A Union representative may be present in any scheduled meetings with the faculty member with regard to a grievance filed under this article.

Grievances shall be submitted via email within the applicable time frame to the associate provost at the email address they have designated for this purpose.

A grievance should contain the name(s) of the grievant(s), the program, the date the grievance arose, the nature of the grievance, the provisions of the Agreement violated, and the remedy sought.

In all cases the grievance shall be submitted no later than 14 days after the grievant or union was aware that the violation occurred. Failure to respond to the grievance within the time limit set forth herein shall entitle the grievant to proceed to the next step, and the grievance shall be deemed to have been rejected as of the last day of the period for response. Any time limits set forth in this Article may be extended by mutual agreement, which shall not be unreasonably withheld. Should the

Union submit a request for information pertinent to a particular grievance, the days falling between the Union's request and the College's response to that request will not be counted against said grievance's time limits.

**Step One:**

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

A grievance will be filed with the associate provost via email with "UNRANKED FACULTY GRIEVANCE" in the subject line. The associate provost will respond within thirty (30) days after the grievance was filed.

**Step Two:**

If the grievance is not settled at Step One, the Union may advance the grievance to step 2 within 14 days. The step 2 notice will be filed with the College associate provost. The associate provost will schedule a grievance meeting within fourteen (14) days after the grievance has been filed. The associate provost will respond to the grievance within fourteen days after the grievance meeting, or thirty (30) days after the grievance was filed, whichever is later.

**Step Three—Arbitration**

If the grievance is not settled at Step 2; within 14 days after the Step 2 response, the grievant may advance the grievance to arbitration with written notice to the Union Chapter President, the College Provost, and the College Associate Provost.

When a party has requested arbitration in a timely manner, the Union and the College shall mutually select an arbitrator from the following list:

- Andria Knapp
- Barry Winograd
- Norman Brand

The Arbitrator shall be requested to render a decision within thirty (30) days of the hearing or receipt of the transcript or the briefs, which is later.

Prior to the hearing, the parties shall attempt to reach agreement on a joint submission of the issue to be presented to the arbitrator.

The decision of the Arbitrator shall be final and binding on the parties and the affected faculty member.

The hearing shall be scheduled so that faculty member needed to testify does not miss scheduled teaching.

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.

The Arbitrator shall have no power to add to, subtract from, alter, modify or amend any of the terms or provisions of this Agreement.

Prior to arbitration, the parties may mutually agree to attempt to mediate the grievance using Federal Mediation and Conciliation Services.

W. L.  
Open  
M. R. [unclear]  
David [unclear]  
Robert [unclear]

4-22  
M. R. [unclear]  
[unclear]  
[unclear]  
[unclear]

SEIU Local 1021 and California College of the Arts  
Unranked Faculty Union Counterproposal  
May 18, 2016

*S/CP*  
*T/A*  
*MAV*  
*CAA*  
*WOR*

## ARTICLE X. JOB DESCRIPTION

**General:** Commencing the first spring semester subsequent to execution of the Agreement, the College shall provide in writing one Unranked Faculty Job Description for each job classification covered by this Agreement. Prior to the first spring semester and at a Joint Labor-Management committee, the College will share and ask for input from the Union of the job descriptions.

*SEIU*  
*Not M*  
*Dan Stoltz*  
*J.H.*  
*John Smith*  
*Miriam*  
*Stigler*

**Specific:** (1) The job description shall include a statement of the College's expectations that the faculty member will retain competence (including staying up to date) in the faculty member's field of expertise and will bring this expertise to bear on instruction of course content and achievement of student learning.

(2) The job description shall include a statement of the methods for demonstrating teaching effectiveness, including but not limited to, the college-level assessment of student learning and the student evaluations.

(3) The job description shall include a statement that faculty members will adhere:

- to the course description as stated in a link to Webadvisor (or equivalent platform).
- to the course-specific Learning Outcomes as stated in the link to the website of the respective Program.
- to the program-specific Learning Outcomes as stated in the link to the website of the respective Program.
- to College-wide Learning Outcomes stated in the link to the CCA website.
- to a timely submission of a class syllabus that demonstrates the faculty member's compliance with the Webadvisor link and all Learning Objectives.

(4) The description shall include a statement that faculty duties include attendance at new faculty orientation, if applicable; exclusive use of CCA email addresses and servers for all email communications with students; timely and accurate submission of student midterm progress reports; timely and accurate submission of final course evaluations and grades; during the period of the course obligations, substantively responding to CCA-related emails within 48 hours; and attending meetings related to course teaching obligations, when required.

(5) The job description shall include a statement that faculty members will abide by changes to campus operational policies that relate to students or to faculty of the College; however it is the responsibility of the College to give appropriate advance notice by email of policy and operational changes, and to include information concerning the changes in faculty orientation and in training sessions.



SEIU 1021 Counterproposal to CCA  
**Classifications & Promotional Opportunities**  
May 6, 2016

The four classification titles used by the College prior to ratification are: Lecturer; Senior Lecturer; Adjunct; Senior Adjunct. Effective January 1, 2017, the Senior Lecturer classification will be eliminated, and all newly-hired unranked faculty will be hired either as Lecturer or Adjunct, according to the requirements of the job classification.

Effective January 1, 2017, all unranked faculty serving as Lecturer or Senior Lecturer will be combined into a single Lecturer classification. The change in classification will not affect any APT reviews scheduled for these faculty members. The Lecturer classification will thereafter be paid at the former Senior Lecturer rate of pay.

For purposes of this Agreement, prior teaching experience is cumulative regardless of any breaks in service.

A decision by the College not to renew a teaching contract for an unranked faculty within the same classification for reasons other than availability of work shall be deemed a termination subject to just cause.

**Lecturer:** Unranked faculty classified as Lecturers have four years or less of experience teaching at an accredited post-secondary institution and professional practice where applicable. Lecturers will receive a one year renewable teaching contract. No later than the 5<sup>th</sup> semester teaching at the College, Lecturers will be considered for promotion to Adjunct or renewal in the Lecturer classification.

**Adjunct:** Unranked faculty classified as Adjuncts will have more than four years of experience teaching at an accredited post-secondary institution and professional practice where applicable. Adjuncts will receive a two year renewable teaching contract. By the 11<sup>th</sup> semester teaching at the College, Adjuncts will be considered for consideration for promotion to Senior Adjunct or renewal in the Adjunct classification.

**Senior Adjunct:** Unranked faculty classified as Senior Adjuncts will have taught for more than six years at the College and have professional practice where applicable, and have demonstrated service in the College community as well as other academic or professional communities. Senior Adjuncts will receive a three year renewable teaching contract.

Senior Adjuncts are eligible to volunteer for Committee service assignments to be made by the Provost. Compensation for these assignments will be determined at a rate first discussed within the Joint Labor-Management Committee and then determined by the Provost, except for those committee assignments for which the rates are set forth in this Agreement.

CCA COUNTERPROPOSAL  
ARTICLE XIII: EVALUATIONS  
MAY 4, 2016

ARTICLE XIII: EVALUATIONS

The Union and the College have a mutual interest in developing the tools for evaluation of performance of duties by unranked faculty.

Within the first academic year after ratification, the Joint Labor Management Committee will work diligently in an attempt to develop a written set of recommendations regarding evaluation tools that the Committee will then present to the Union and the Provost, respectively.

The Joint Labor Management Committee will attempt to develop recommendations that address some or all of the following subjects and any other subjects that the Committee chooses, including:

- Benefits and additional utilization of the current evaluation systems;
- New or different tools of evaluation;
- Frequency of the use of each tool of evaluation;
- Use of tool for kinds of employment decisions;
- Improvements to the student feedback tools;
- Extent to which the evaluation informs the program chair's or qualified designee's evaluation of faculty performance;
- Role of the unranked faculty member in the use of the tool for their own professional development purposes.

If the written set of recommendations is mutually agreed in writing by the Union and the College members of the Joint Labor Management Committee, the recommendations will be implemented by the College.

- Unranked faculty shall have the opportunity to respond in writing to a written evaluation.

For the life of the agreement, the college will use APT Committee for evaluation of application for promotion to Adjunct and to Senior Adjunct.

Adverse action against an unranked faculty member as a result of an evaluation will be subject to the grievance process.

*Handwritten notes and signatures in the top left corner.*

*Large scribbled-out handwritten mark at the top center.*

*Handwritten notes: "Rec'd by [unclear] 5/27/16" in the top right corner.*

*Handwritten initials "WJ" and a signature in the left margin.*

*Handwritten signature in the right margin.*

*Handwritten notes "SEU" and "with [unclear]" in the left margin.*

*Handwritten initials "H" and "K" in the left margin.*

*Handwritten signature in the left margin.*

*Handwritten note "hacner" in the right margin.*

SEIU Local 1021 and California College of the Arts  
August 5, 2016  
CCA Contract Proposal No. 27

**ARTICLE 1 B: COVERAGE OF COLLECTIVE BARGAINING AGREEMENT**

Regular unranked faculty in the specified included classifications under A. above are covered by the Agreement.

Unranked faculty who have completed the teaching of one or more courses at the College in a degree-granting program in two different semesters (fall, spring or summer term) become regular unranked faculty.

Article 8 Discipline and Discharge shall not apply until after the faculty members become regular. ~~Article 3 Union Security shall not apply until the time specified in Article 3.~~

**ARTICLE 17 – UNION ACCESS**

It is to the mutual benefit of the Union and the College that the Union timely communicate with the unranked faculty covered by the Agreement.

To that end and for that purpose, the College provides the Union with privileges of access to distribute Union information to the unranked faculty members' College physical and electronic mailboxes and to bulletin boards and walls that are designated in writing by the College Associate Provost within sixty days of ratification, after an opportunity for discussion in Joint Labor Management Committee.

To that end and for that purpose, the College permits privilege of physical access for campus meetings and events for Union stewards and other Union representatives at reasonable times and places, provided an appointment is made in advance with the office of associate provost, *except that no appointment is necessary for meetings with unranked faculty, only.*

Within sixty days of ratification, the Union will in writing designate the number and names of stewards and the designated program or geographical areas for each steward, after an opportunity for discussion in Joint Labor Management Committee.

To maintain access privileges, Union access must be utilized in order for the Union to communicate with the unranked faculty covered by the Agreement and must be compliant with College rules and regulations of general application, and not contrary to policies against harassment and discrimination. Disagreements shall be first discussed at the Joint Labor Management Committee and if not resolved, in the grievance-arbitration procedure.

8/5/16

TA

*John Alford*  
*Jim Golden*  
*HL Behm*  
*Miriam*  
*David Stahel*  
*Jessica Laurens*  
*with*

*1*  
*NR*  
*8/5*

*T/A* ~~*JK*~~

*Review  
req  
11/16*

ARTICLE 20 – COURSE CANCELLATION PAYMENTS

If an accepted course teaching offer is withdrawn after July 21 for fall semester courses and December 10 for spring semester courses, the non-ranked faculty member will be paid a \$550 fee within 30 days, provided an alternate course is not offered in the same academic term. *1500*

*ask*  
*with* *ask* *10/14*

*un*  
*10/14* *10/14*  
*10/14*

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1035 PM

1/14

ARTICLE 21 - PROCESSING OF UNEMPLOYMENT INSURANCE CLAIMS

The College agrees that at the end of an academic term by ~~the College~~ <sup>if not actively employed,</sup> and absent a reasonable assurance of future employment, unranked faculty members may be eligible to apply for unemployment insurance benefits through California's Employment Development Department (EDD), subject to a determination of eligibility by the EDD. The Union and the ~~University~~ <sup>College</sup> 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."

When the College receives written notice from EDD of a "Notice of Unemployment Insurance Claim Filed," the College shall reply to EDD in writing, ~~only~~ <sup>only</sup> indicating the date of the expiration of the most recent ~~contract~~ <sup>contract</sup> unless there are other material facts that the College is legally required to report.

teaching appointment form,

~~Signature~~

RAU

Verdine  
~~Signature~~

MR

H.L. [unclear]

Williams

~~Signature~~  
u

Signature  
of Anderson

T/K M4U 11) YN4  
NG NG

ARTICLE XII: COURSE CONTRACTS AND TEACHING  
APPOINTMENTS

Excellence and Seniority; Appeal; One Year and Two Year Contracts  
Teaching Appointments; Cancellation Fee; and Access to Grievance  
Procedures

College's Definition of Excellence of Courses: The College seeks to provide its students with excellence in its courses. Excellence is in respect to the courses' content; the particular focus, student experience and learning outcomes of the courses; and the quality and the diversity of the faculty members' successfully demonstrated teaching at CCA, their skill sets, professional experiences, career paths and identities, including (where applicable) as shown by excellence in teaching at CCA. The College applies this definition of excellence of courses when making selections for course teaching appointments from among bargaining unit unranked faculty members, both current and prospective.

Course Teaching Contract: Employment arises or continues when a written course(s) teaching contract is mutually signed by the Provost and by the unranked faculty member. The Provost authorizes the hiring of faculty as the college's Chief Academic Officer (CAO). Only a written offer of a course teaching contract that is signed by the Provost is valid. If the faculty member is to accept the offer of written course teaching contract the faculty member must execute it and electronically return it to the Office of Provost within the time period designated by the offer. The written course teaching contract will identify the assigned faculty member's name and classification; the academic program of the course(s); the academic year, and semester(s) of the course(s) and/or special assignment(s); and the compensation in dollars to be paid to the faculty member in consideration of completing the duties of each course or other assignment. The initial round of course teaching contracts will generally be issued on the following timelines; by July 21 for Fall semester and by December 10 for Spring semester courses.

Excellence and Seniority in the Selection for Course Teaching Contracts: If the delivery of excellence by multiple bargaining unit unranked faculty members is equivalent, the College will appoint from among those individuals based upon course seniority. Course seniority is the number of times of completed delivery of that course at CCA within the prior four academic years.

Appeal: If an unranked faculty member with course seniority does not receive a specific teaching contract for a course for which s/he has course seniority, the faculty member may within 45 calendar days request the Associate Provost for a written statement of reasons. The Associate Provost will respond in writing within 15 calendar days. Within 15 calendar days of the Associate Provost's response, the faculty member may inform the Associate Provost in writing of an appeal to an ad hoc review (AHR), by a ranked faculty member appointed by the Provost. The AHR will review the matter within 15 calendar days of the appeal and in writing recommend to the Provost a disposition of the appeal based on the terms of this Article, with a copy to be sent to the appealing faculty member. The Provost will then determine if, in their her academic judgment, the appeal should be granted or denied, and in writing will inform the appealing faculty member of the disposition of the appeal. Decisions in which the College assigned a course for teaching by a CCA ranked faculty member shall not be subject to appeal or grievance.

One-Year and Two-Year Appointments: Based upon a likely program need for future teaching and his/her past completion of the teaching of at least two CCA courses for each of the past two consecutive years, the Provost will offer a one-academic-year appointment to eligible unranked faculty Adjuncts and a two-year appointment to eligible Senior Adjuncts.

Cancellation Fee: Course assignments stated in any contract or in a one-year or two-year appointment may thereafter be withdrawn by written notice to the faculty member; however, in lieu of the course compensation stated in the course appointment or contract, the College will pay a fee to the contracting faculty member, if the College's notice to the faculty member is transmitted subsequent to 30 days prior to the start of classes, unless a reasonable alternative assignment with the same rate of pay is offered. The fee will be as set forth in the Compensation Article of the Agreement (\$500).

*for non-probationary visit members) 7/16*

Grievance: ~~If a course assignment stated in a one or two year teaching appointment~~ has been withdrawn from an unranked faculty member, the faculty member may have access to the grievance procedure upon completion of an Appeal as described above, unless the College offered a reasonable alternative assignment with the same rate of pay within the same academic year.

TPA 1/3 2017

MA

*[Handwritten signatures]*

*[Handwritten signature]*

Alvin Golden

Mark Hryzel

David Skolnik

Jessica Dunlop

*Handwritten notes:*  
2/10/17  
3:00 PM

*February 10*

**ARTICLE V. MANAGEMENT RIGHTS AND FUNCTIONS OF THE COLLEGE**

Except as specifically expressed in writing in this Agreement, nothing shall in any way limit or be deemed to limit the College in its exercise of management rights and functions, all of which are vested exclusively in the College, including the following:

The determination, modification, direction, control and implementation of the College's mission, strategic plan, goals, resources, and priorities; the College's budgets, budget savings and/or plans for increased efficiency; the College's academic calendar during which courses and services will be provided to students; and the purpose, size, number and location of academic and other programs and departments of the College;

The determination, modification, direction, control and implementation of the College's rules and procedures for its operations;

The determination, modification, direction, control and implementation of the qualifications, skills, responsibilities, assignments and standards of performance and conduct for all employees of the College;

The determination, modification, direction, control and implementation of courses and educational services for students;

The determination, modification, direction, control and implementation of decisions of which categories of faculty and of which individual faculty members will deliver courses and educational services for students;

The determination, modification, direction, control and implementation of student recruitment, admission, academic evaluation and regulation of conduct;

The determination, modification, direction, control and implementation of the methods of operation and of organization of the work of the College, including instructional approaches and methods for courses and other educational services for students;

The determination, modification, direction, control and implementation of decisions for the expansion or contraction of the College's educational

*Handwritten signature:* L. Chini

*Handwritten notes and signature:*  
TWP  
11/7/17  
[Signature]  
Amy [Signature]



services and of administrative services, generally, and specifically within any department, activity or function of the College;

The determination, modification, direction, control and implementation of appropriate staffing levels of any group of College employees generally, and specifically within any College department, activity or function;

The determination, modification, direction, control and implementation of decisions to hire, promote or demote, and employ, continue or discontinue to employ, or to transfer, reassign, or relieve from duty, employees of the College;

The determination, modification, direction, control and implementation of the construction, removal, specification and acquisition of facilities, apparatus, equipment or other materials; and

The determination, modification, direction, control and implementation of the use and identity of suppliers, vendors, external support, independent contractors, and sub-contractors.

The above summary of the exclusive rights and functions of the management of the College is not exhaustive and does not exclude any normal or customary management rights or functions. The exercise, or non-exercise, of any rights or functions of management shall not limit or serve as a waiver.

The exercise by the College of the rights of management of the College shall not be subject to any claim by the Union or by any covered unranked faculty member in any legal proceeding, grievance or arbitration, unless the exercise by the College violates a specified express written provision of this Agreement.

UAW	T/A	CCA
<p><i>[Handwritten signatures and initials]</i> MHA/Hazel Phil H. [unclear] G. [unclear]</p>		<p><i>[Handwritten signatures and initials]</i> any status [unclear]</p>

No Strike/No Lockout

During the term of this Agreement, neither the Union nor any bargaining unit employees will engage in a strike, picketing, slow-down, or stoppage, nor shall the College lock out the employees. Violations of this provision may constitute just cause for discipline up to and including discharge.

T/A 4/17/12

	CCA
St M	
Robert Hugel	
John F. Searby	
William Stutz	
James	
	Robert
	Annunzio
	Veri Chavira
	Nguyen

ARTICLE 3 – UNION SECURITY AND CHECKOFF

A. Each non-ranked faculty member covered by this Agreement, who does 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 in which the faculty member is employed, beginning no later than thirty-one (31) days after the beginning of work, an agency fee (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.

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 a list approved by the College and the Union may be made by all non-ranked faculty members via the check-off procedure provided by this Article. 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 an non-ranked faculty member arising from the College's actions in accordance with this Article.

C. Each payday that the non-ranked faculty member receives a paycheck for teaching a credit-earning course or laboratory, the College shall, during the term of this Agreement, deduct from an non-ranked faculty member compensation 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 non-ranked 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 non-ranked faculty member and for new unit employees, the University will include that form with his/her appointment letter. If the non-ranked faculty member has not submitted the authorization form by the time of his or her first paycheck, the deduction shall be made twice from his or her second paycheck.

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.

T/A 11/7/17

CCA

2017  
Robert Hengel  
H. J. Ben. S. Jr.  
Th. van der  
Graaf

Member  
T. H. H. H. H.  
Arny H. H. H.  
Lis Chomi  
H. H. H. H.

Comprehensive Settlement Package Proposal

- Article 3: Union Security.  
Article 11: Classifications & Promotions.  
Article 18: Compensation. *Modified 10/21/16.*  
Special Compensation  
Article 19: Health & Welfare Benefits.  
Article xxx: Management Rights—*the Union will agree to the CCA Management Rights proposal as written if CCA accepts the Union modification to the No-Strike provision.*  
Article xxx: No Strike/No Lockout—*modified here.*

CCA

~~counterproposal~~ counterproposal 1/23/17

Nh  
3:15pm  
CCA → SEIU

kgv  
3:15pm

SEIU Package Proposals to CCA all Open Items 1/3/2017

Special Compensation

The following non-teaching special assignments have the following additional compensation:

1. Co-teaching class: If, at the request of a Chair and with Dean approval, a non-ranked faculty member is teaching a half line due to co-teaching based on program needs, they may be able to exceed the line maximum with Provost approval.

~~including~~  
~~courses that have a public and/or administrative component that continues past the semester 28% instructor's line rate~~

2. Other special assignments may be jointly reviewed by the Labor-Management Committee during the term of this Agreement. Recommendations of the Committee will be transmitted to the Provost. ~~Special assignments not paid and reviewed by the Labor-Management Committee will not be considered by APT in review for promotion.~~

3. Non-performance of unpaid

4. Coordinating Chair – or Dean – assigned coordinator positions for curricular related activities within an academic program, across programs or the college wide will be paid \$6500 per semester for the equivalent of a full coordinator assignment. Coordinator assignments can also be determined at 50% or 25% depending on the required work and compensation will be commensurate.

5. Committee Work

- |  |                     |
|--|---------------------|
| i. Labor-Management Committee              | \$1200 per semester |
| ii. Local 1021 Negotiation Committee       | \$1200 per semester |
| iii. Provost-appointed standing committees | \$1200 per semester |

*[Handwritten scribbles and signatures]*

*Ladinsky*

CCA  
kgv  
As Chair  
*[Signature]*

TA 1/24/17 5:15pm

*[Handwritten signatures]*  
 Wilson King  
 Robert Angel  
 H.L. Fehm Steady  
 Jessica Daniels  
*[Signature]*

6. Post End of Semester:

<sup>if</sup>  
Only if and when the College Provost or Dean mandates in advance and in writing that a faculty member's duties subsequent to semester close, shall those duties be required and the College must include fair supplemental pay in the tracking contract or in a written supplement.

If the union believes that the supplemental pay is not fair, the ~~matter~~ union may refer the issue to the grievance-arbitration procedure.