

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**CALIFORNIA COLLEGE OF THE ARTS**

**and**

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021**

**May 1, 2017**

**To**

**June 30, 2020**

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## **ARTICLE 1. 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:

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.

### **B. Coverage by the 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 lines at the College in a degree-granting program in two different semesters (fall, spring or summer term) become regular unranked faculty. Article 15 Discipline and Discharge shall not apply until after the faculty member becomes regular.

## **ARTICLE 2. 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.

## **ARTICLE 3. 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 conflict with applicable

law, such invalidity will not affect the remaining parts of this Agreement, and the parties will meet to negotiate a substitute provision.

#### **ARTICLE 4. TERM OF AGREEMENT**

This agreement becomes effective as of May 1, 2017 and will continue in full force and effect until June 30, 2020. 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 June 30, 2020 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.

#### **ARTICLE 5. LABOR-MANAGEMENT COMMITTEE**

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

## **ARTICLE 6. 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.

## **ARTICLE 7. 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 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.

## **ARTICLE 8. UNION SECURITY AND CHECKOFF**

A. Effective beginning July 1, 2017, 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 a 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 College will include that form with his/her hire paperwork. 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.

#### **ARTICLE 9. BARGAINING UNIT INFORMATION**

No later than 21 days after the add/drop period 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 codes; 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 benefit status.

#### **ARTICLE 10. EMPLOYEE ORIENTATION**

When CCA schedules new faculty orientations on a per semester basis, the new bargaining unit members 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.

#### **ARTICLE 11. LEAVE FOR UNION BUSINESS**

Upon the request of the Union, CCA will grant to one unranked faculty member per 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 resume his/her former eligibility for course assignment, without break in service for purposes of any applicable accrual as a result of the leave for union business.

## **ARTICLE 12. 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.

## **ARTICLE 13: COURSE CONTRACTS AND TEACHING APPOINTMENTS**

### **A. 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 course content; the particular focus, student experience and learning outcomes of the courses; and the quality and the diversity of the faculty members' 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 members, both current and prospective.

### **B. 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. For summer term, there are multiple separate sessions and the College will generally issue course teaching contracts thirty days before the session to be taught.

### **C. Excellence and Seniority in the Selection for Course Teaching Contracts**

If the delivery of excellence by multiple bargaining unit 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.

### **D. Appeal**

If an unranked faculty member with course seniority does not receive a specific course 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 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.

### **E. One-Year and Two-Year Appointments**

Based upon College assessment of likely program need for future teaching by the unit member and his/her past completion of the teaching of at least two CCA courses for each of the past three consecutive years, the Provost will offer a one academic year appointment to eligible Adjuncts and a two-year appointment to eligible Senior Adjuncts.

### **F. Cancellation Fee**

Course assignments stated in any course teaching 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 teaching 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).

### **G. Grievance**

For non-probationary unit members, if a course assignment 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.

## **ARTICLE 14. CLASSIFICATIONS AND PROMOTION**

### **A. 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 lines per academic year. Exception: For any faculty member who taught a course in each summer term of the three summers preceding the effective date of this Agreement and if the faculty member taught more than four courses in those years, that faculty member remains eligible for this exception for a course when offered in the summer. This exception does not apply to off-campus study courses and courses offered in summer term but not in other terms of the academic year (e.g. MFA Comics).

Effective Summer 2017, summer course lines are counted for determination of promotion eligibility and for determination of eligibility for one year and two year teaching appointments.

Co-teaching pursuant to the Special Assignment clause of the Agreement counts as  $\frac{1}{2}$  of line for purpose of the four course line maximum.

### **B. Lecturers' Promotion and Pay Increase**

Effective July 1, 2018, the classification of Lecturer shall be abolished and all Lecturers shall be assigned to Senior Lecturer with the pay rate of Senior Lecturer. Senior Lecturer shall be retitled to Adjunct I and Adjunct retitled to Adjunct II. Senior Adjunct will not be retitled.

### **C. Senior Lecturer**

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.

Promotion Process: When a Senior Lecturer completes six semesters of teaching courses 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.

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.

#### **D. 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 twelve semesters of teaching courses 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.

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 re-application 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.

## **E. Senior Adjunct**

Qualifications: Terminal degree is preferred and required is outstanding higher education teaching of at least twelve semesters teaching courses 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.

## **F. Non-Teaching Professional Accomplishments**

Acting pursuant to its charge under Article 21 of the Agreement, for each program of the College in which non-ranked faculty are employed, the Joint Labor Management Committee shall make agreed-upon written recommendations to the Provost for a description of non-teaching professional accomplishments to be used by APT.

## **G. 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 Committee shall be respected.

## **ARTICLE 15. DISCHARGE AND DISCIPLINE**

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

Discipline 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 counseling. 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 decision by the College in another matter.

Discharge and discipline as defined in this Article shall take place for just cause, only.

## **ARTICLE 16. EMPLOYMENT POLICIES**

### **A. 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 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).

#### **B. 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 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 the privacy and confidentiality of all parties involved. If the College determines that unlawful discrimination has occurred, effective remedial action will be taken. 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.

Local 1021 and CCA each commits that its representatives will not engage in discrimination or retaliation 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

Equal Employment Opportunity Commission  
450 Golden Gate Avenue  
5 West, P.O Box 36025  
San Francisco, CA 94102-366  
800.669.4000  
415.522.3415

Department of Fair Employment and Housing  
Elk Grove District Office  
2218 Kausen Drive, Suite 100  
Elk Grove, CA 95758  
916.478.7251

Department of Fair Employment and Housing  
Bay Area Regional Office  
39141 Civic Center Drive, Suite 250  
Fremont, CA 94538  
510.789.1085

### **C. Prohibition of 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.

The 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 others.

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 Policy against Unlawful Harassment**

If an employee believes that he or she has been subjected to any form of 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 the privacy and confidentiality of all parties involved. If the college determines that unlawful harassment has occurred, effective remedial action will be taken. 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.

In addition to the College's internal reporting procedure for unlawful 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

Equal Employment -Opportunity Commission  
450 Golden Gate Avenue  
5 West, P.O Box 36025  
San Francisco, CA 94102-366  
800.669.4000  
415.522.3415

Department of Fair Employment and Housing  
Elk Grove District Office  
2218 Kausen Drive, Suite 100  
Elk Grove, CA 95758  
916.478.7251

Department of Fair Employment and Housing  
Bay Area Regional Office  
39141 Civic Center Drive, Suite 250  
Fremont, CA 94538  
510.789.1085

### **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 effects 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.

## **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.

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.

### **ARTICLE 17. 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 the assigned union representative 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 evaluation and judgment of the committee shall be respected.

The judgment of the College with respect to final selection shall not be subject to the grievance and arbitration procedure.

#### **ARTICLE 18. 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 contracts 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 contract 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, plus summer, 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 25 (24?) (Leaves of Absence). Unpaid leave shall not count as time toward CCA teaching service for purposes of other provisions of the Agreement.

#### **ARTICLE 19. 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.

#### **ARTICLE 20. 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 as stated in Article 22.

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 precedent for future contract negotiations.

Prior to beginning negotiations on the successor Collective Bargaining Agreement, the parties shall attempt to reach agreement on compensation for faculty members serving on the union bargaining team.

## **ARTICLE 21. JOB DESCRIPTIONS**

### **A. General**

Commencing the first spring semester subsequent to execution of the Agreement, the College shall provide in writing one standard 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.

### **B. Specific**

(1) The description shall include a statement of the College's expectations that the faculty member will retain competence (inclusive of 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 description shall include a statement of the methods for demonstration of 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; exclusively use CCA email addresses and servers for all email communications with students; timely and accurate submission of final course evaluations and grades; during the period of the course obligations, substantively respond 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 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 training sessions.

## **ARTICLE 22. 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;
- Evaluations will not be subject to the grievance process. However, adverse action against an unranked faculty member as a result of an evaluation will be subject to the grievance process;
- Unranked faculty shall have the opportunity to respond in writing to a written evaluation.

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.

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

### **ARTICLE 23. ACADEMIC FREEDOM AND 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 and professional ethics as ranked faculty at CCA.

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.

### **ARTICLE 24. 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, or less than thirty days prior to the beginning of the summer course, the non-ranked faculty member will be paid a \$500 fee within 30 days, provided an alternate course is not offered in the same academic term.

### **ARTICLE 25. PROCESSING OF UNEMPLOYMENT INSURANCE CLAIMS**

The College agrees that at the end of an academic term and if not actively employed, 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 College agree that, as of 2015, the EDD uses the definition of "reasonable assurance" set forth in the California Superior Court's decision in Cerisi 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 indicating the date of the expiration of the most recent teaching term, unless there are other material facts that the College is legally required to report.

### **ARTICLE 26. COURSE TEACHING RATES**

Course teaching rates will increase across the board for all classes as follows:

- Eight Per Cent (8%). Effective date, July 1, 2017
- Four Per Cent (4%). Effective date, July 1, 2018
- Four Per Cent (4%). Effective date, July 1, 2019
- One Per Cent (1%). Effective date, January 1, 2020

The Course teaching rates are included in Appendix C.

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.

## **ARTICLE 27. SPECIAL COMPENSATION**

The following special assignments have the following special compensation:

### **A. Coordinating**

Chair or Dean-assigned coordinator positions for curricular related activities within an academic program, across programs or 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.

### **B. Committee Work**

Labor-Management Committee	\$1200 per semester
Local 1021 Negotiation Committee	\$1200 per semester
Provost-appointed standing committees	\$1200 per semester
APT	\$1500 per semester

### **C. Post End of Semester**

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

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

### **D. Other**

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 will not be adversely considered by APT in review for promotion.

### **E. Co-teaching Class**

If, at the request of a Chair and with Dean approval, an unranked 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.

## **ARTICLE 28. EMPLOYEE BENEFITS**

Unranked faculty holding one year or two year course appointments providing for three or more course lines for each academic year, are eligible to continue to participate in employee health and retirement benefit plans. Health coverage is continued by the College during the period of the appointment when the faculty member is unable to teach due to personal serious health conditions. Coverages, rates and other provisions of College employee benefits plans are subject to change in the discretion of the College or carrier.

## **ARTICLE 29. LEAVES**

### **A. Paid Sick Leave**

To the extent and in the amount required by California and local law, the College will excuse unranked faculty members from course teaching and special assignment attendance without loss of pay, when needing to be absent as result of being ill, injured, or for the purpose of receiving medical care, treatment, or diagnosis, or to aid or care for a family member or designated family person when they are ill, injured, or receiving medical care, treatment, or diagnosis. The College will engage a replacement instructor, compensated by the College, if required for instruction needs in the judgment of the College.

### **B. Family and Medical Leave; Pregnancy Disability**

To the extent and in the amount required by California and federal law, unranked faculty who have worked 1250 or more hours within the prior 12 months may apply to the Human Resources Office for unpaid leave under federal FMLA, California Family Rights Act and federal pregnancy disability law. The College determines the number of hours of work by use of federal Affordable Care Act standards for -hours of work for “adjuncts.”

### **C. Work-Related Illness and Injury Leave**

Unranked faculty who experience an injury or illness that may be work-related should immediately notify Human Resources Office and the supervisor to make written report of injury or illness.

Unranked faculty who expect to be disabled from work obligations due to an injury or illness that may be work-related should immediately notify Human Resources Office and the program supervisor to make written report of injury or illness.

### **D. Military Service Leaves**

Unranked faculty may apply to the Human Resources Office for leave rights under the various federal and California laws that apply to active duty and reserve military obligations of the faculty and their family members. The College will grant requests for leave to the extent mandated by law.

## **E. Jury Duty Leave**

Unranked faculty are eligible to receive time off with pay for jury duty up to a limit of 30 calendar days or until the end of the contract, whichever comes first. If the jury is held longer than 30 days, unranked faculty may petition the president for an extension of the leave. Unranked faculty required in court as witnesses are also given time off with pay.

## **F. General**

The parties recognize that these provisions for leave of absence require the unranked faculty member to give timely email notice and respond to requests for information via CCA email.

## **ARTICLE 30. 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.

### **A. 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 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 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.

### **B. 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 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.

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.

**C. Step One:**

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

**D. 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.

**E. Step Three-Arbitration**

If the grievance is not settled at Step 2, within 14 days after the Step 2 response, the Union 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, by striking alternately from this list, the initiating party striking first:

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 a 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.

## APPENDICES

### **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.

**Appendix C**  
***Wage Table***

Rank	Per Line Rate Effective July 1, 2017	Rank	Per Line Rate Effective July 1, 2018	Per Line Rate Effective July 1, 2019	Per Line Rate Effective January 1, 2020
Lecturer	\$5,400				
Senior Lecturer	\$6,210	Adjunct I	\$6,458	\$6,717	\$6,784
Adjunct	\$7,290	Adjunct II	\$7,582	\$7,885	\$7,964
Senior Adjunct	\$8,586	Senior Adjunct	\$8,929	\$9,287	\$9,379

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## SIDE LETTER

The following constitutes the agreement of the College and the Union regarding the special compensation due to the members of the Union bargaining team for the first collective bargaining agreement.

2015 Spring, Summer, Fall; 2016 Spring, Summer, Fall, 2017 Spring (7 total semesters):

Hugh Behm-Steinberg, David Skolnick, Robert Hugel

2015 Spring, Summer, Fall; 2016 Spring (4 total semesters): Carol Manahan

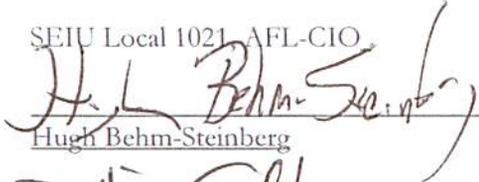
2015 Spring, Summer (2 total semesters): Pamina Traylor

2015 Summer, Fall; and 2016 Spring, Summer, Fall, 2017 Spring: (6 total semesters): Alisa Golden

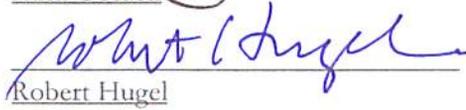
2016 Spring, Summer, Fall, 2017 Spring (4 total semesters) Noga Wizansky

The Collective Bargaining Agreement consisting of thirty pages and the Table of Contents is hereby executed.

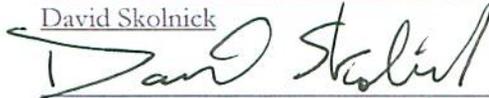
SEIU Local 1021 AFL-CIO

  
Hugh Behm-Steinberg

  
Alisa Golden

  
Robert Hugel

David Skolnick



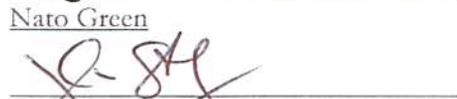
Noga Wizansky



Jessica Lawless



Nato Green



John Stead-Mendez

California College of the Arts

  
PROVOST OF THE COLLEGE

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