



UNIVERSITY OF  
SAN FRANCISCO

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE UNIVERSITY OF SAN FRANCISCO

AND

THE UNIVERSITY OF SAN FRANCISCO  
PART TIME FACULTY ASSOCIATION

Effective Dates:

July 1, 2021 – June 30, 2026

In witness thereof, the parties hereto, by their authorized representatives, have executed this Agreement this 1 day of August, 2022.

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## Preamble

This agreement is entered into on 22 April 2022 between the University of San Francisco (“the University”), and the USF Part Time Faculty Association (“the Association”).

## Mission, Values, and Strategic Initiatives of the University of San Francisco

*Approved by the Board of Trustees September 24, 2021*

### MISSION

Since 1855, the University of San Francisco has dedicated itself to offering a daring and dynamic liberal arts education in the Jesuit, Catholic tradition. As a community, we empower and hold accountable our students, faculty, librarians, staff, administrators, alumni, and community partners to be persons for and with others, to care for our common home, including the native lands on which our campuses reside, and to promote the common good by critically, thoughtfully, and innovatively addressing inequities to create a more humane and just world.

We seek to live USF's Mission by nurturing a diverse, ever-expanding community where persons of all races and ethnicities, religions, sexual orientations, genders, generations, abilities, nationalities, occupations, and socioeconomic backgrounds are honored and accompanied. We are committed to educating hearts and minds to cultivate the full, integral development of each person and all persons; pursuing learning as a lifelong humanizing and liberating social activity; and advancing excellence as the standard for teaching, scholarship, creative expression, and service. Inspired by a faith that does justice, we strive to humbly and responsibly engage with, and contribute to, the cultural, intellectual, economic and spiritual gifts and talents of the San Francisco Bay Area and the global communities to which we belong.

### OUR VALUES

At USF, we value three things: *cura personalis*, being people for others, and diversity in all its forms—cultural, political, and spiritual (to name just a few).

#### Cura Personalis

*Cura personalis*—care of the whole person—describes the respect we have for every individual's intellectual, physical, and spiritual health and autonomy.

#### People for Others

When you leave USF with a calling to always consider the least among us, you are proof that we are living our mission.

#### Commitment to Diversity

At USF, we see beauty in mixtures. We find richness in our differences. We spark ideas with our debates. We find strength in our common humanity.

## STRATEGIC INITIATIVES

*The following initiatives are key to the University's achieving recognition as a premier Jesuit Catholic, urban university:*

1. Recruit and retain a diverse faculty of outstanding teacher-scholars and a diverse, highly qualified, service-oriented staff, all committed to advancing the University's Vision, Mission and Values;
2. Enroll, support and graduate a diverse student body, which demonstrates high academic achievement, strong leadership capability, concern for others and a sense of responsibility for the weak and the vulnerable.
3. Provide an attractive campus environment and the resources to promote learning throughout the University:
  - Learning resources that improve the curriculum and support scholarship
  - Technology solutions to enhance learning and improve service
  - Facilities to support outstanding educational programs
4. Continue to strengthen the University's financial resources to support its educational mission.

*\*Mission Statement is not part of this Agreement.*



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

### Definitions

Administrator - The term "administrator" means an employee serving in a position designated by the University as management/supervisory.

Dean - The term "dean" includes the dean's designee as appropriate.

Provost - The term "provost" includes the provost's designee as appropriate.

Vice President - The term "vice president" includes the vice president's designee as appropriate.

Seniority - Seniority is only available to those who have preferred hiring pool (PHP) status. Date of entry to the PHP determines who has the most seniority.

## ARTICLE 1 Recognition

### **1.1 Association as Exclusive Representative**

The University recognizes the Association as the exclusive representative of the unit described below for the purposes of collective bargaining.

### **1.2 Defining Unit**

The unit of employees covered by this Agreement, as defined in the certification of representation issued by the National Labor Relations Board on April 27, 1983 is as follows:

All adjunct professors in the College of Arts and Sciences, and the Schools of Management, Education, and Nursing and Health Professions, including clinical teaching assistants and all part-time academically closely related employees, at University locations throughout the state of California, excluding all full-time employees, School of Law employees, employees and all other employees, guards, and supervisors as defined in the National Labor Relations Act.

## ARTICLE 2 Effect of Agreement

### **2.1 Agreement Scope**

This Agreement constitutes the entire agreement between the University and the Association concerning the matters included herein and supersedes all prior agreements, written or oral. This Agreement may be modified only by written amendment. In the absence of any specific provisions in the Agreement, all University practices and procedures are set at the discretion of the University.

### **2.2 Collective Bargaining Subjects**

The parties acknowledge that, during the negotiation of this Agreement, each had the unlimited right and opportunity to raise any subject not prohibited by law from the collective bargaining. Except as provided herein, the University and the Association, for the term of this Agreement, each voluntarily waives the right to bargain collectively with respect to any subject not specifically included in this Agreement, even though such subject may not have been within the knowledge of the party at the time that it negotiated and executed this Agreement.

## ARTICLE 3 Savings Clause

### **3.1 Provisions and Law**

If a court or an arbitrator of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them will not be affected.

### **3.2 Bargaining Requests**

Negotiations regarding a substitute provision for any provision held to be illegal, unenforceable, or invalid shall commence no later than thirty (30) days after a written request by either party to bargain collectively.

## ARTICLE 4 Management Rights

### **4.1 Rights Reservations**

The management of the University and the direction and control of its staff including the right to plan, direct and control University operations; to determine the number and location of operations; to determine the means, methods, schedules of operations; to alter, rearrange, change, extend, curtail or discontinue its operations partially or completely; to determine the size, scheduling and assignment of the staff; to establish and require employees to observe University rules and regulations and reasonable standards of conduct; to maintain order and discipline or discharge employees, shall be the right, solely and exclusively, of the University. The foregoing enumeration of management's rights is not all-inclusive, but indicates the scope of rights which belong to and are inherent to management, and shall not exclude other rights of management not specifically identified.

### **4.2 No Waiver**

The University's not exercising rights, powers, authority and functions reserved to it, or its exercising them in a particular way, shall not be deemed a waiver of those rights, powers, authority and functions or its right to exercise them in accordance with this Agreement.

## ARTICLE 5 No Strike/No Lockout

### **5.1 Strike Retention**

During the term of this Agreement there shall be no strike, work stoppage, or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the University by the Association or by its officers, agents, or members. Neither the Association nor any of its officers, agents, or members shall participate in, assert, or condone, either directly or indirectly, any strike, work stoppage, slowdown, picketing, refusal or failure to perform job functions or responsibilities, or interference with University operations during the term of this Agreement.

### **5.2 Lockout Restriction**

The University shall not lock out any Association member during the term of this Agreement.

### **5.3 Disciplining Prohibited Activities**

The University may discipline or discharge any employee who engages or assists in activities prohibited by this Article, and such University action shall not be subject to the grievance procedure except as to whether the employee participated in such prohibited activities.

### **5.4 Other Union Disputes**

In the event a dispute arises between the University and any of its employees or any unions representing or attempting to represent those employees, or if any dispute arises between any company doing business with the University and any of its employees or unions representing or attempting to represent those employees, such dispute shall not affect the rights and obligations of the parties to this Agreement; and the parties agree to abide by this Article even in the event of any strike or interference with delivery of services caused by a dispute described above.

### **5.5 Unfair Labor Practices**

Neither the Association nor the University shall be excused from its obligations under this Agreement due to any unfair labor practice or other unlawful act or breach of any provision of this Agreement.

### **5.6 Recovering Damages**

The University may recover from the Association any damages it may incur resulting from the Association's breach of this Article.

## ARTICLE 6 Exclusive Representative's Rights

### **6.1 Association Facilities**

The University shall provide adequate facilities for Association business that are not otherwise required for University business.

### **6.2 Association Access to Facilities**

The Association shall have routine access to all facilities or campus supplies incident to any Association meeting or business conducted on campus, subject to University policies and procedures.

### **6.3 Mail Service**

The Association and its members shall have free use of the campus mail service.

### **6.4 Association Interference**

The Association shall not interfere with campus programs, operations, or the work of any University employee(s).

## **6.5 Use of USF Logo/Symbol**

The Association may not use the University's trademarks, service marks, logos, or symbols on its publications or communications without prior written approval of the Vice President for Academic Affairs.

## **6.6 USF Provides Faculty List**

No later than thirty (30) days after the beginning of each semester the University shall, upon written request, provide the Association with an active list of adjunct professors by department or program area within each School or College, including campus addresses and phone numbers as well as home addresses and phone numbers, unless an adjunct professor requests the latter not be released.

## **6.7 Providing New Hire Names/Addresses**

The University shall furnish the names and addresses of newly hired adjunct professors to the Association as soon as practicable, but no later than thirty (30) days after the date of appointment.

## ARTICLE 7 Association Membership

**7.1** All adjunct professors shall become full members of the Association in good standing, no later than thirty-one (31) days after their initial employment date at the University.

## **7.2 Conscientious Objector Status**

### **7.2.1 Declaring CO Status**

Any adjunct professor may file a declaration to the University for Conscientious Objector (CO) status within thirty-one (31) days of employment. The declaration must include the reasons why the applicant believes he or she meets the standards for CO status set forth below.

### **7.2.2 CO Review Standard**

The standard of review for Conscientious Objector status includes the following criteria:

#### **7.2.2.1 Conflict of Interest**

Whether joining a labor organization presents a conflict of interest with the adjunct professor's function in non-university employment; or

#### **7.2.2.2 Violations of Beliefs**

Whether joining a labor organization presents a violation of the adjunct professor's conscience, religious or moral beliefs or sincerely held principles.

### **7.2.3 Conferring CO Status**

The University shall ordinarily confer CO status on adjunct professor applicants. Adjunct professors with CO status are not members of the Association but must pay an amount equal to fees or dues to a USF Student Scholarship Fund.

### **7.2.4 CO Panel Meeting**

Should the Association question, within sixty (60) days of receipt of a declaration, whether an applicant meets the standard for CO status, the CO panel may request a meeting with the applicant. The applicant may meet with the CO panel at his/her discretion.

### **7.2.5 CO Panel**

The CO Panel shall be composed of one member selected by the Association and one member selected by the University. These two members shall mutually agree on a third member. If they are unable to select a third member, the choice shall be made by the alternate strike method of selection from a list mutually agreed upon by the two members.

### **7.2.6 Panel Review**

The CO Panel shall review the declaration submitted by an applicant and render a decision. Such review shall take place within thirty (30) days after the Association formally questions the declaration.

### **7.2.7 Payment of Fees During Review**

No applicant shall pay any fees until CO status is determined.

### **7.2.8 Panel Confidentiality**

All contents and deliberations of the Panel shall be confidential.

### **7.2.9 Panel Decisions Final**

The CO Panel shall ordinarily render a decision within thirty (30) days from the date the Association formally questions a declaration, and shall provide a copy to the applicant, the Association and the Provost.

### **7.2.10 Unsuccessful Applicants**

An applicant denied CO status shall within two (2) weeks after receipt of the CO Panel's decision, assume service fee status or full membership.

## **7.3 Eligibility for Re-employment**

Selection of a union security alternative shall not guarantee any reemployment rights or continuing status at the University.

## ARTICLE 8 Dues Deduction

### **8.1 Dues and fees**

The University shall deduct Association dues and fees from each Association member's salary. The University shall remit monthly all monies so deducted to the Association.

### **8.2 Dues When not Employed**

Adjunct professors shall not pay Association dues or service fees during semesters in which they are not employed to teach. The University shall immediately terminate any dues/fees deduction authorization for each adjunct professor who ceases to be employed in the bargaining unit covered by this Agreement.

### **8.3 Indemnification**

The Association shall indemnify and hold the University harmless against any and all claims, demands or suits or liabilities that arise out of or by reason of the University's actions or inactions in complying with this Article 8.

## ARTICLE 9 Academic Freedom

### **9.1 Academic Freedom Policy**

The University shall maintain its policy of full freedom of inquiry, teaching and research. Such academic freedom shall encompass the freedom of discussion of any material relevant to any course that an adjunct professor may teach, and shall not place unreasonable restrictions upon instructional means and methods.

### **9.2 Academic Freedom**

In an adjunct professor's role as a citizen, he/she shall continue to have the same freedom as other citizens, provided that in his/her extramural utterances, he/she shall neither explicitly nor implicitly claim to represent the viewpoint of the University.

## ARTICLE 10 Assignment of Responsibilities

### **10.1 Teaching Duties**

An adjunct professor is expected to perform teaching duties in accordance with the requirements of the University and the particular school or college in which the adjunct professor is assigned. Such written requirements will be made available upon the written request of the adjunct professor.

### **10.2 Office Hours**

Responsibilities of an adjunct professor shall include instruction and instruction-related responsibilities as assigned by the Dean. Adjunct professors are expected to keep regular office hours on a schedule approved by the Dean and be available

to students without previous appointment. Adjunct professors must post a schedule and strictly observe the schedule for office hours.

### **10.3 Scholarly Endeavors**

Adjunct professors may request to participate in additional University or college activities and scholarly endeavors; and when possible, the Dean shall accommodate such requests. The Dean's decision regarding such requests shall not be subject to the grievance procedure.

### **10.4 Part-Time Status Defined**

Individuals teaching eight (8) units or fewer per term shall be routinely considered adjunct professors. This provision does not preclude the Dean from assigning an adjunct professor more than eight (8) units per term, and such assignment shall not establish full-time status for such individual. An adjunct professor who is assigned and teaches more than eight (8) units in four (4) consecutive terms may, upon request, be considered for placement in the full-time unit.

### **10.5 Grade Lists**

Adjunct professors shall file with the Dean, in a reasonable and timely manner as directed by the University, an accurate and complete grade list for all students registered in the adjunct professor's course(s).

### **10.6 Tax Status**

Adjunct professors shall provide the University, in a timely manner, full information regarding payroll deductions and tax status.

### **10.7 Syllabi**

Adjunct professors shall submit to the Dean no later than one week prior to the first scheduled day of classes, a copy of written course syllabi for each course taught and a copy of the written final exam for each course taught. A summary of the course content and the basis for grading must be included in the course syllabus. The Dean may grant exceptions to the above requirements.

### **10.8 Access to Support Services**

Subject to availability and University policies and procedures, as determined by the Dean, adjunct professors under a current appointment shall have routine access to instructional support services which include office space, clerical assistance, email, online course content, University library, and computer services.

### **10.9 Availability for Service**

Adjunct professors must be available for service at the University during the term of their employment. Adjunct Professors are eligible to apply for unemployment on the last day of classes in the fall semester and the last day of exams in the spring semester.



## **10.10 Expectations**

Adjunct professors are expected to provide effective teaching, good representation of the University in public affairs and community activities, and maintenance of sound personal and ethical relations with colleagues, supervisors, students and the community.

**10.10.1** Collegiality at the University consists of attitudes and actions that show respect for one's faculty and staff colleagues, as well as students. A lack of collegiality can negatively impact overall performance in teaching and service. Disagreements should be expressed in a professional and respectful manner so as not to adversely impact departments, programs, students, or the University as a whole.

### ARTICLE 11 Appointment; Course Cancellation

#### **11.1 Appointments by Course**

The Dean shall make appointments for a particular course(s) only.

#### **11.2 Notification of Appointment**

An appointment is effective upon receipt of written notification of appointment from the University. Notification shall be provided as soon as feasible, but no later than the final census date of each semester as reflected in the University academic calendar. Notification shall include the beginning and ending dates of appointment, salary, the anticipated teaching assignment, as well as other conditions of employment. Notification is not required for course sections or courses added after the final census date, or in which adjunct professors start teaching at a time other than the beginning of the regular semester schedule.

#### **11.3 Course Cancellation**

The University may, at the Dean's sole discretion, cancel a particular course based upon lack of enrollment or for budgetary or programmatic reasons.

#### **11.4 Course Bumping**

Adjuncts in the PHP can bump another adjunct with less seniority prior to the Course Cancellation period. Non-PHP faculty must be bumped first followed by the least senior PHP faculty teaching courses in which the more senior PHP faculty member has seniority.

#### **11.5 Listing in Schedule**

The University shall attempt to send notifications of appointment in time for the adjunct professor's name to be published in the pre-registration class schedule.

#### **11.6 Compensation for Course**

**11.6.1** When a course(s) to be taught by an adjunct professor is canceled twenty-five (25) days or fewer before the first class meeting in the Fall semester or fourteen (14) days or fewer before the first class meeting in the Spring semester, or seven (7) days or fewer before the first class meeting in the Summer term, the University shall pay the adjunct professor assigned to teach such a course(s) ten percent (10%) of the stipulated salary that individual was to be paid for such course(s) as compensatory salary.

**11.6.2** If a course is cancelled more than twenty-five (25) days before the first class meeting in the Fall semester or fourteen (14) days before the first class meeting in the Spring semester, or seven (7) days before the first class meeting in the Summer term, no compensatory salary is owed to the adjunct professor.

**11.6.3** When a course(s) to be taught by an adjunct professor is canceled the day before the first class meeting, the University shall pay the adjunct professor assigned to teach such a course(s) fifteen percent (15%) of the stipulated salary that individual was to be paid for such course(s) as compensatory salary.

## **11.7 Society of Jesus**

In recognition of the character and heritage of the University and not withstanding any other provision of this Agreement, the University may appoint or retain members of the Society of Jesus on a priority basis.

## ARTICLE 12 Continuing Service for Adjunct Professors

### **12.1 PHP Eligibility**

Effective Fall 2023, all adjunct professors who upon evaluation are determined to be effective teachers who demonstrate competence and successfully complete their teaching assignment in accordance with Article 13, and who have completed at least forty-four (44) units and have a minimum of six (6) semesters of service, or thirty-eight (38) units and have a minimum of eight (8) semesters of service, may apply for the preferred hiring pool (PHP). Applicants must notify their Department Chair in writing of their intent to apply for PHP. Application to the PHP is submitted to the Dean each Fall semester on or before October 15th. The effective date of PHP decision is the following Spring semester.

### **12.2 PHP Application Process**

The application shall include the following:

**12.2.1** A list of the course(s) and sections taught, and the semesters in which each was taught.

**12.2.2** Current curriculum vitae.

**12.2.3** A narrative of teaching philosophy that outlines the applicant's principles on teaching generally and in terms of the mission and goals of USF specifically; it should also describe how they demonstrate teaching effectiveness through evaluations, teaching surveys, or other data.

**12.2.4** A statement that outlines the applicant's support for department / programs learning outcomes and objectives.

**12.2.5** A statement that outlines the applicant's commitment to collegiality within their department, college and university.

**12.2.6** Confirmation in writing that applicant has notified their department chair of intent to apply for PHP.

**12.2.7** Any additional materials the applicant believes demonstrate effectiveness in teaching, including but not limited to letters from faculty, administrators, and students.

**12.2.8** The evaluation process shall include a review of a minimum of the three (3) and a maximum of the five (5) most recent years of SUMMA evaluations and BLUE surveys.

**12.2.8.1** The applicant shall be responsible for submitting all SUMMA evaluations and BLUE surveys.

**12.2.9** Upon written approval by the applicant, the PTFA Executive Committee shall receive access to the copies of all applications submitted in a PHP Application cycle within ten (10) University working days of the application deadline closing.

### **12.3 PHP Promotions**

**12.3.4** Effective Spring 2023, a maximum of fifteen (15) PHP promotions will be approved by the Provost and Deans.

**12.3.5** Effective Spring 2024, a maximum of fifteen (15) PHP promotions will be approved by the Provost and Deans.

**12.3.6** Effective Spring 2025, PHP Caps will expire.

**12.3.7** The Dean in consultation with the Provost shall make the final decision on PHP and PHP 2 placement.

### **12.4 Re-evaluation for PHP**

PHP applicants not placed in the PHP, but re-employed, may be re-evaluated by the Dean at a later date in the following manner:

**12.4.1** The Dean will meet with the adjunct professor to discuss and devise a written re-evaluation plan.

**12.4.2** The length of the re-evaluation period must not exceed the earlier of twelve (12) additional units or four (4) semesters.

**12.4.3** Adjunct professors who do not accept the re-evaluation plan may not be re-employed.

**12.4.4** At the conclusion of the re-evaluation period, the adjunct professor will be evaluated in accordance with the re-evaluation plan.

**12.4.5** Adjunct professors who successfully complete the re-evaluation plan will be placed in the PHP for the following semester.

**12.4.6** Part-time faculty who do not successfully complete the re-evaluation plan may not be re-employed. The Dean's decision shall be final.

## **12.5 Evaluation for PHP Status**

Adjunct professors will be evaluated for PHP status solely on the basis of the application. Placement of any particular adjunct professor in the PHP shall not be a standard of comparison or precedent for other applicants to the PHP. The Dean shall consider whether the adjunct professor has established competence and teaching effectiveness in a course. PHP applications shall not be unreasonably denied. If an adjunct professor's application is denied, they may request an explanation of the reasons for the denial.

## **12.6 Review Procedures of Dean's PHP Decisions**

**12.6.1** Decisions of the Dean as set forth in this Article shall not be subject to the grievance and arbitration provisions of the Agreement. An adjunct professor who has applied for placement in the PHP has the right to request a review of the Dean's decision. Such review shall be limited to whether the procedures set forth in this Article have been followed.

**12.6.2** Review Procedure. Adjunct professors who seek review must timely discuss the review request with the Dean no later than fifteen (15) University working days from the date of receipt of the Dean's decision. If the matter remains unresolved, the adjunct professor shall submit to the Dean a written request for review no later than fifteen (15) University working days from the conclusion of the discussion with the Dean. The request must explain how the procedures were allegedly not followed. The Dean shall provide reasons for the decision in writing to the adjunct professor within fifteen (15) University working days following the timely receipt of the review request and the conduct of the discussion by the parties. The decision of the Dean shall be final.

**12.6.3** Adjunct professors who are scheduled for re-evaluation pursuant to Section 12.5 may not request a review under this Section.

**12.6.4** Pending resolution of the request for review, the adjunct professor shall not be eligible for placement in the PHP pursuant to Sections 12.4.6 of this Article until granted written approval by the University.

**12.6.5** Requests for review received by the Dean outside the time limits in Section 12.6.2 may not be considered. If the initial review request was filed in a timely manner, the timelines in Section 12.6.2 may be extended by mutual agreement of the parties.

**12.6.6** Any resolution of a request for review shall not be precedent setting.

**12.7 Effect of Non-Appointment**

Adjunct professors not placed in the pool shall be considered for future reevaluation and reapplication per 12.4 and 12.6 at the Dean's discretion. The decision of the Dean shall be final.

**12.8 Preferred Hiring Pool 2 (PHP 2)**

PHP 2 candidates must have a minimum of ten (10) years of service and one hundred and twenty-four (124) units in the bargaining unit. They must notify their department chair in writing on their intent to apply for PHP 2. Promotion to PHP 2 will be based on teaching excellence, collegiality, continuing professional development in teaching, and support for department / programs learning objectives and outcomes. Decisions by the Dean for PHP 2 status will be final and shall not be subject to the grievance and arbitration provisions of the agreement.

**12.9 Re-Application for PHP 2**

Applicants who are denied PHP 2 status are eligible to reapply in two (2) years.

**12.10 Post PHP 2 Evaluation**

**12.10.1** If a PHP 2 member's Blue evaluations are below the university mean (2 consecutive semesters), or PHP 2 members receive poor classroom observation reports, a meeting with the Dean is required before additional courses are offered.

**12.10.2** Every 2-years, PHP and PHP 2 faculty are required to submit a minimum of a 1-page narrative describing how they reflect on their teaching, adopt effective pedagogies, and engage with department or program learning outcomes.

**12.11 PHP Seniority**

**12.11.1** Once an individual is placed into PHP, adjunct professors will be assigned courses on the basis of seniority (as specified by their PHP offer letter, and any course they have taught without restrictions since attaining PHP status in their Department), and established competence.

**12.11.2** PHP Faculty in Rhetoric and Language (including Public Speaking, Composition and AEM), Spanish, Theology and Religious Studies, and Philosophy will be offered two (2) courses at a time per semester on the basis of seniority as long as courses are available.

**12.11.3** PHP faculty in all other departments shall be offered one course per semester on the basis of seniority and an additional course in seniority order after other individuals in PHP have been offered a course, as long as courses are available.

**12.11.4** No adjunct professor has an exclusive right to teach a particular course, or be entitled to a particular schedule or class location.

**12.11.5** Seniority shall not apply to courses taught in Honors College and the Engineering Program. This provision will expire on June 30, 2023.

## **12.12 Re-employment of PHP and PHP 2 Members**

**12.12.1** Adjunct professors in PHP shall be offered part-time appointment in a course offered by the University. However, the Dean has the final discretion not to re-employ a PHP member for one of the following reasons:

**12.12.1.1** The course(s) to which the adjunct professor has been assigned has been changed substantively; or

**12.12.1.2** The teaching effectiveness and competence of the adjunct professor has declined as determined by the University in its sole discretion; or

**12.12.1.3** The adjunct professor has failed to comply with school or departmental policies and procedures concerning employment or failed to comply with other University directives.

**12.12.1.4** The adjunct professor's behavior is unprofessional and disruptive to the Department, College, or University.

**12.12.1.5** Failure to implement and support the learning objectives and outcomes defined by the department / program and college.

**12.12.2** The University may make a good faith effort to meet with and discuss non-re-employment based on 12.13 with the PHP and PHP 2 member prior to a decision. The Dean may examine support materials the adjunct faculty member may choose to submit for consideration.

**12.12.2.1** PHP or PHP 2 professors who are not reappointed pursuant to 12.12.1.1 above may be reassigned to teach another course if the Dean deems them competent and qualified.

**12.12.2.2** PHP or PHP 2 professors who are not reappointed pursuant to 12.12.1.2 above may be given an opportunity to improve or meet new qualifications.

## **12.13 Discretionary Placement**

The Dean, at his/her discretion, may place adjunct professors, who do not meet the criteria set forth above, in the PHP.

## **12.14 Dean's Discretion**

If adjunct professors in the PHP have the same seniority and request to teach the same course, the Dean shall have sole discretion to determine the assignment.

## **12.15 Full-Time Faculty Scheduling**

The Dean may refuse to offer an adjunct professor a teaching assignment due to full-time faculty scheduling.

#### **12.16 Leaves of Absence**

**12.16.1** Adjunct professors with PHP retain their seniority for two (2) years between teaching assignments.

**12.16.2** The Dean, at his/her sole discretion, may extend the seniority rights of an adjunct professor with PHP who does not teach for a period of two (2) years and such decision shall not be subject to the grievance procedure. The Dean may grant a leave of absence to an adjunct professor member, if the adjunct professor submits a written request to the Dean at least sixty (60) calendar days before the beginning of the semester of the requested leave of absence.

#### **12.17 Right of Continued Employment**

Placement in the PHP does not establish the right of permanent part-time employment or any continued employment at the University.

#### **12.18 Special Programs**

The above provisions of this Article apply to an adjunct professor employed in Summer Session or Intersession, but not in Special Programs. The Dean shall determine the pay for adjunct professor teaching during Summer Session and/or Intersession.

#### **12.19 Teaching Sites**

Adjunct professors employed in regional campus programs shall be placed in the PHP after meeting requirements as set forth in 12.1. In all such cases the PHP shall be site specific (e.g., by specific address and facility).

### ARTICLE 13 Evaluation

#### **13.1 Conducting Evaluations**

**13.1.1** The University retains the right to evaluate adjunct professors, including use of student and/or administrative evaluations.

**13.1.2** In conducting evaluations, the Dean shall determine if adjunct professors possess professional competencies related to teaching responsibilities and assignments.

**13.1.3** Following an evaluation, the Dean may decide not to re-employ a non-PHP adjunct professor; and the Dean's decision shall be final.

### ARTICLE 14 Grievance and Arbitration Procedure

#### **14.1 Definitions**

**14.1.1 Grievance.** The term “grievance” as used in this Article means an allegation filed by a grievant that there has been a violation of a specific provision of this Agreement that is subject to the grievance procedure described below.

**14.1.2 Grievant.** The term “grievant” as used in this Article means an adjunct professor currently employed who alleges in a grievance that he/she has been directly and individually wronged by a violation of a specific provision(s) of this Agreement. The term “grievant” as used in this Article means the Association only when it alleges a violation of its rights as the exclusive representative under this Agreement or a dispute as to the interpretation of a provision of the contract.

**14.1.3 Appropriate Administrator.** The term “appropriate administrator” as used in this Article means the administrator to whom the adjunct professor is routinely accountable (i.e., the Dean or an Associate Dean in their school or college) or the administrator designated by the Vice President for Academic Affairs to act pursuant to this Article.

**14.1.4 Respond and File.** The terms “file” and “respond” as used in this Article means email of appropriate administrator. The email date stamp shall establish the date of filing or response.

## **14.2 Level 1**

### **14.2.1 Filing Period**

An adjunct professor must file a Level 1 grievance with the appropriate administrator no later than fifteen (15) University working days after the event giving rise to the grievance or no later than fifteen (15) University working days after the employee knew or should have known of the event giving rise to the grievance. A discussion of the grievance between the grievant and the appropriate administrator shall occur at a reasonable time as determined by the administrator.

### **14.2.2 Grievance Precedents**

A resolution of a Level 1 grievance shall not be precedent-setting.

## **14.3 Level 2**

### **14.3.1 Grievance Forms**

A grievant may file a Level 2 grievance with the appropriate administrator no later than fifteen (15) University working days after the completion of the Level 1 discussions. The grievance shall state clear and concise responses to the following:

**14.3.1.1** The grievant’s name, department or equivalent unit;

**14.3.1.2** The provision(s) of the Agreement alleged to have been violated;

**14.3.1.3** A detailed description of the basis for the grievance including names, dates, places, and times;



**14.3.1.4** A proposed remedy;

**14.3.1.5** The name of the representative, if any; and,

**14.3.1.6** The date of filing.

### **14.3.2 Written Response**

The appropriate administrator may hold a meeting with the grievant and the grievant's representative, if any, at a time and location as determined by the administrator. The administrator shall respond in writing to the grievant no later than fifteen (15) University working days after the Level 2 filing.

## **14.4 Level 3**

### **14.4.1 Response by Provost**

In the event the grievance is not settled at Level 2, the Association may file a Level 3 grievance with the Provost or his/her designee no later than fifteen (15) University working days after the Level 2 response. If the University proposed settlement at Level 2, the Association's Level 3 grievance must include a written statement indicating why the proposed settlement at Level 2 was rejected. The Provost shall hold a meeting with the Association at a time and location as determined by the Provost. The Provost shall respond in writing no later than ten (10) University working days after the Level 3 filing.

## **14.5 Grievance Panel**

### **14.5.1 Review Period**

In the event a grievance is not settled at Level 3, the Association may submit the grievance to a Grievance Panel, which shall commence a review within ten (10) University working days after the Association's submittal.

### **14.5.2 Panel Composition**

The Grievance Panel shall be composed of two (2) Association members selected by the Association and two (2) members selected by the University.

### **14.5.3 Standard of Review**

The standard of review for the Grievance Panel is whether the University violated a specific provision(s) of this Agreement.

### **14.5.4 Evidence**

The Grievance Panel shall meet to review the relevant portions of the grievant's personnel file, including recommendations and rebuttals, if any. The Grievance Panel may call administrative, Association, or faculty witnesses to present evidence.

### **14.5.5 Consideration of Materials**

The Grievance Panel shall consider only materials presented pursuant to this Article in making its determination.

#### **14.5.6 Panel Confidentiality**

The meeting, deliberations and voting of the Grievance Panel shall be confidential.

#### **14.5.7 Decision by Majority Vote Only**

The decision of the Grievance Panel shall be by majority vote only.

#### **14.5.8 Panel to Report**

The Grievance Panel deliberations shall be completed no later than one (1) month following the Association's submittal. The Grievance Panel shall provide a report of its findings, recommendations and reasoning to the Association and the University within ten (10) University working days after the conclusion of deliberations. The report shall not include how the Grievance Panel members voted.

#### **14.5.9 Discharge of Panel Duties**

The Grievance Panel shall be discharged of its duties upon delivery of the report.

#### **14.5.10 Written Response**

A written response shall be given to the grievant, the Association, and the University.

#### **14.5.11 Determination of Grievance**

If there is a question of whether a grievance is appropriately filed, the Grievance Panel shall determine such question prior to deciding the merits of the grievance.

#### **14.5.12 Arbitration**

If the Grievance Panel cannot determine whether a grievance is appropriately filed, the grievance may be submitted to arbitration at which an arbitrator shall make this determination and, if necessary, return the grievance to the Grievance Panel.

#### **14.5.13 Grievance Ineligibility**

If the Grievance Panel or an arbitrator determines that a grievance is not appropriately filed, the grievance shall be null and void.

### **14.6 Level 4**

#### **Arbitration**

##### **14.6.1 Panel Impasse**

If the Grievance Panel reaches an impasse, the Association may then submit the grievance to arbitration.

#### **14.6.2 Filing Period for Arbitration**

Any request for arbitration must be submitted to the Provost no later than twenty (20) University working days after the Grievance Panel's conclusion.

#### **14.6.3 Arbitration Procedure**

The arbitration shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association, subject to the provision(s) below.

#### **14.6.4 Composition of Arbitration Panel**

The parties shall mutually decide upon members of an arbitration panel. The panel members shall serve in rotation provided the panel member reached has an available day within sixty (60) University working days of the request. The order of the rotation shall be determined by lot. Either party may peremptorily challenge one panel member at any time during the term of this Agreement and such panel member shall be removed from the panel and replaced with a mutually agreeable member.

#### **14.6.5 Questions of Arbitrability**

If an arbitrability question exists, the arbitrator shall determine the arbitrability question prior to hearing the formal presentations of the parties on the merits of the grievance.

#### **14.6.6 Nullification of Grievance**

When a grievance is found not arbitrable, the grievance shall be null and void.

#### **14.6.7 Arbitrator's Decision**

The arbitrator's award and/or decision on arbitrability shall be in writing and shall set forth his/her findings, reasonings, and conclusions on the issue(s) submitted.

#### **14.6.8 Rules of Arbitration**

The Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply, except when the specific language of this Agreement is in conflict, in which case the specific language of this Agreement shall apply.

#### **14.6.9 Limitations of Arbitration**

It shall be the function of the arbitrator to rule on the specific grievance. The arbitrator shall be subject to the following limitations:

##### **14.6.9.1 Evidence**

The arbitrator's award shall be based solely upon evidence and arguments appropriately presented by the parties during the hearing and upon any post-hearing briefs.

#### **14.6.9.2 Violation of Specific Provision**

No matter other than a grievance alleging a violation of a specific provision of this Agreement may be heard by an arbitrator. If the grievance does not meet the above standard, the arbitrator may not review the merits of the grievance and shall deny the grievance based on the University's last response in the grievance procedure.

#### **14.6.9.3 Award to Be Final**

The arbitrator shall have no authority to modify or ignore this Agreement, or to extend its term, or to make an award which has that effect unless the parties have expressly agreed in writing to give the arbitrator such authority. The award of the arbitrator so made shall be final and binding on the parties.

#### **14.6.9.4 Arbitrable Issues and Evidence**

The arbitrator shall not consider any issue not raised by the parties at Level 3 or during the hearing conducted by the Grievance Panel. The arbitrator shall not consider any evidence refused by either party in response to timely written requests for evidence pertaining to the grievance. All such written requests must be made prior to the convening of the Grievance Panel or by the Grievance Panel itself.

#### **14.6.9.5 Retroactive Awards**

In cases involving the removal of an adjunct professor from the PHP, the arbitrator shall be limited to reviewing whether the decision to remove the individual was reasonable. An arbitrator's award may be retroactive as the equities of each case demand, but in no case shall an award be retroactive to a date earlier than thirty (30) days prior to the date the grievance was initially filed or the date on which the act or omission occurred.

#### **14.6.9.6 Violation of Agreement**

The standard of review for the arbitrator is whether the University violated a specific provision(s) of this Agreement.

#### **14.6.10 Budget, Curriculum and the Scope of Arbitrable Review**

An arbitrator may not substitute his/her judgment for bona fide budgetary or curricular determinations of the University. In such matters, the Dean's decision shall be final.

#### **14.6.11 Copies of Award**

Copies of the arbitrator's award shall be provided to the University, the Association and the grievant.

#### **14.6.12 Arbitration Expense**

Each party shall bear the expense of preparing and presenting its own case. The cost for the services of the arbitrator shall be borne equally by the parties.

#### **14.6.13 Expedited Rules**

Upon mutual agreement by the University and the Association, the arbitration may proceed under the expedited rules of the American Arbitration Association.

### **14.7 General Provisions**

#### **14.7.1 Time Limitations**

Failure of the grievant to comply with the time limitations of this Article shall render the grievance null and void and bar subsequent filing of the grievance. Failure by the appropriate administrator to respond within the time limits set forth in this Article shall automatically advance the grievance to the next level.

#### **14.7.2 Extension of Time Limits**

Time limits set forth in this Article may be extended by mutual agreement between the parties.

#### **14.7.3 Access to Information**

In cases where it is necessary for the grievant or his/her representative to have access to information, the grievant or his/her representative may make a written request for such information to the appropriate administrator. The grievant or his/her representative may have access to information which would assist in settling the grievance, except for information legally recognized as confidential or personal. The appropriate administrator may provide such information to the requesting party within a reasonable amount of time after the request is made.

#### **14.7.4 Decision to Arbitrate**

A decision by the Association to submit a grievance to arbitration shall automatically be a waiver of all other remedies, except as provided otherwise by law.

#### **14.7.5 Settlement Prior to Arbitration**

A grievance settled prior to arbitration shall be binding only as to that particular grievance and shall not be precedent setting.

#### **14.7.6 Withdrawal of Grievance**

A grievant may withdraw a grievance at any time. The same grievance may be refiled at the same level only in cases where the grievant acts within the time limits specified in this Article; otherwise the grievant may not file any subsequent grievance on the same alleged incident. In cases where a grievant refiles a grievance, it shall be in writing and addressed to the Provost. In cases where time

limits as set forth in this Article have been extended, such agreement must be in writing.

#### **14.7.7 Consolidation of Grievances**

The University and the Association may mutually agree to consolidate grievances on similar issues at any level.

#### **14.7.8 No Awards of Permanent Status**

No remedy shall be requested or awarded pursuant to this Article that grants permanent employment status.

#### **14.7.9 Adjudication Without the Intervention of the Association**

A grievant may present a grievance(s) and have such grievance(s) settled without involvement by the Association, as long as settlement is reached prior to Level 2 and provided such settlement is consistent with this Agreement.

#### **14.7.10 Amendments to Grievances**

Amendments and/or modifications to the grievance may not be made by the grievant or the Association after the Level 2 filing date.

#### **14.7.11 Compliance While Pending Final Disposition**

Pending final disposition of the grievance, the grievant shall comply with the lawful directions of his/her supervisor.

#### **14.7.12 Reprisals Prohibited**

No reprisals of any kind shall be taken against an adjunct professor for the filing and processing of a grievance.

### ARTICLE 15 Suspension and Discharge

#### **15.1 Suspension**

The University may temporarily suspend, with or without pay, an adjunct professor for reasons related to:

15.1.1 The safety of persons or property.

15.1.2 The disruption of programs and/or operations.

#### **15.2 Notification**

The University shall promptly notify the adjunct professor of the temporary suspension.

#### **15.3. Discharge**

The University may discharge an adjunct professor for reasons related to:

**15.3.1 Criminal activity**

**15.3.2 Conduct detrimental to the reputation of the University**

**15.4 Other Employment by University**

Appointment as specified under this Agreement may not be held concurrently with any other University employment, nor be used to argue for full-time status except with the written consent of the Provost. Failure to disclose any such employment or to argue for full-time status without obtaining written consent shall be grounds for dismissal.

ARTICLE 16 Non-Discrimination

**16.1 Discrimination Due to Association Activity**

The University shall not unlawfully discriminate against an employee because of activity as a member of the Association.

**16.2 Discrimination on the Basis of Race, Age, Sex, or Disability**

Neither the University nor the Union in carrying out its obligations under this Agreement shall discriminate with respect to employment or Union membership on the basis of race, color, religion, religious creed, ancestry, national origin, age (except minors), sex, gender identity, sexual orientation, marital status, medical condition (cured or rehabilitated cancer), or disability.

**16.3 Spurious Claims of Discrimination**

The University and the Association recognize that employees have an obligation not to raise or advance spurious or reckless claims of discrimination in an effort to circumvent this Agreement.

ARTICLE 17 Sexual and Other Unlawful Harassment

**17.1 Statement of Policy**

**17.1.1** The University is committed to creating and maintaining a community in which students, faculty, administrative and academic staff can work together in an atmosphere free from all forms of harassment, exploitation, or intimidation, including sexual. The University may take whatever action may be needed to prevent, correct, and if necessary, discipline behavior which violates this policy.

**17.1.2** The University shall pursue discipline against individuals who; (a) knowingly or frivolously make a false charge regarding a violation of 17.1 or; (b) retaliate against individuals who bring forth claims (or cooperate in investigations) under this Article.

**17.2 Online Training**

**17.2.1** The Association agrees to participate in ongoing University sponsored programs which discuss the problems inherent in such relationships. All adjunct professors shall attend one such program or seminar.

**17.2.2** Effective Fall 2019, all active PHP members who have completed the online sexual and unlawful harassment training every two (2) calendar years, will be compensated at the appropriate hourly rate per the NTAs Job Profiles, Descriptions, and Pay Ranges (Appendix 7).

**17.2.3** Stipends will be paid in one of the March paychecks during the Spring semester and in one of the October paychecks in the Fall semester.

**17.2.4** Adjunct professors can complete the training during their office hours.

**17.2.5** Failure to complete the training in the semester assigned will impact an adjunct's course offerings the following semester.

### **17.3 Faculty Relationships**

**17.3.1** The University and Association are strongly opposed to sexual relationships between adjunct professors and students.

**17.3.2** Sexual relationships between adjunct professors and students are expressly prohibited in cases in which an adjunct professor teaches, advises, or supervises the student, or is engaged in research or professional development activities with a student.

**17.3.3** This Article shall not apply to an adjunct professor and a student who are married or to adjunct professors and students who have a long standing committed and prior relationship.

## ARTICLE 18 Adjunct Professor Pay

### **18.1 Pay Policy**

**18.1.1** Adjunct professors shall be assigned an appropriate rate of pay by the University.

**18.1.2** The salary schedule for adjunct professors shall be based on a per unit minimum pay rate.

### **18.2 Pay Rate Schedule Spring 2020 - Intersession 2023**

Effective Spring 2020, the per unit minimum pay rate schedule for adjunct professors is the following:

**18.2.1** The adjunct professor non-preferred hiring pool per unit minimum pay rate is \$2,044.

**18.2.2** The adjunct professor preferred hiring pool per unit minimum pay rate is \$2,450.



**18.2.3** The adjunct professor preferred hiring pool 2 per unit minimum pay rate is \$2,897.

**18.2.4** The adjunct professor summer 2021 and 2022 per unit minimum pay rate is \$2,044.

### **18.3 Spring 2022 One-Time Payment**

**18.3.1** A one-time payment of 2% not to base shall be paid to part-time faculty teaching during the Spring 2022 semester.

**18.3.2.** A payment of \$150 shall be paid to all faculty who did not teach during the Spring 2022 semester, but did teach during the Fall 2021 semester.

### **18.4 Pay Rate Schedule Spring 2023 - Intersession 2024**

Beginning with the Spring 2023 semester, part-time faculty shall receive an increase of 2.75% to the per unit minimum pay rate schedule as seen in Article 18.4?. The resulting rates shall be as follows:

**18.4.1** The adjunct professor non-preferred hiring pool per unit minimum pay rate is \$2,101.

**18.4.2** The adjunct professor preferred hiring pool per unit minimum pay rate is \$2,518.

**18.4.3** The adjunct professor preferred hiring pool 2 per unit minimum pay rate is \$2,977.

**18.4.4** The adjunct professor summer 2023 per unit minimum pay rate is \$2,101.

### **18.5. Pay Rate Schedule Spring 2024**

**18.5.1** Beginning with the Spring 2024 semester, part-time faculty shall receive an across-the-board increase equal to the greater of (a) 2.75% and (b) the index of the fiscal year 2024 merit compensation increase pool for administrative staff. This across-the-board increase will be applied to the non-PHP and PHP 1 classifications but will be capped at 3% for the PHP 2 classification.

**18.6** The award of a salary increase as set forth above shall not offer a presumption of merit in the determination of good teaching or competence and shall not be reviewable by an arbitrator.

**18.7** Adjunct professors may be awarded premium pay in addition to regular pay upon determination of the Dean. In such cases, the decision of the Dean to award such pay is final.

### **18.8 Reduced Enrollment Classes**

**18.8.1** Adjunct professors shall be compensated for assigned teaching of Reduced Enrollment Courses (REC) as follows: any course designated by the Dean as REC and with a Census enrollment of 10 or fewer shall be compensated at the rate of  $10/12 \times$  per unit pay rate  $\times$  units.

**18.8.1** No individual adjunct will be required to teach a REC. If no adjunct faculty accepts the assignment, the University can assign the course to another adjunct.

**18.8.2** Each semester, the University will provide a list from all schools of REC courses and courses canceled in the course cancellation window per Article 11.6. The list shall include instructor names, course numbers, department, and initial and REC enrollment numbers at Census date.

**18.8.3** Adjunct faculty teaching RECs will retain their classroom, class time, and their Canvas site.

## **18.9 Directed Studies**

**18.9.1** Adjunct professors shall be compensated for assigned teaching of a Directed Study at the rate of  $1/12 \times$  per unit pay rate  $\times$  units.

**18.9.2** No individual adjunct shall be required to teach a Directed Study. If no adjunct faculty accepts the assignment, the University can assign the Directed Study to another adjunct.

**18.9.3** Each semester, the University will provide a list of all Directed Studies to the PTFA. The list shall include instructor names and department.

**18.9.4** Directed Studies are not counted towards PHP eligibility.

**18.10** Once an adjunct professor is placed in the Preferred Hiring Pool, the rate of pay for all courses taught (where such adjunct professor has PHP status) will be at the preferred pool rates. In cases where adjunct professors in the PHP have the same seniority and request to teach the same course, it shall be the sole prerogative of the Dean to determine such assignment.

## **18.11 Non-Course Teaching Assignment Pay (NTA)**

**18.11.1** The Dean may assign non-course teaching assignments to an adjunct.

**18.11.2** The particular adjunct shall be selected at the discretion of the Dean.

**18.11.3** All NTAs are paid on the basis of time worked at an hourly rate which shall be set by the Dean at a level that is not less than \$ 33.00 per hour worked (See Appendix 7 “NTA Job Profiles, Descriptions, and Pay Ranges).

**18.11.4** Adjuncts shall timely file accurate time-worked reports.

**18.11.5** Pay shall be rounded up to the next .1 of an hour for the pay period.

**18.11.6** The selection of the adjunct to perform the assignment and the pay rate assigned shall not be subject to the grievance-arbitration provision of this agreement until fall 2023.

**18.11.7** Notice shall be given to faculty in their NTA contracts that university work hours, including NTA and any teaching or course-related work, should add up to no more than 8 hours in a day and no more than 40 hours in the week, Sunday to Saturday. Adjuncts with work that they anticipate will exceed these maximums and require overtime compensation must contact their supervisor in advance to request written approval from the Office of the Dean.

**18.11.8** At the beginning of each fall semester, the administration will publish the "NTAs Job Profiles, Descriptions, and Pay Ranges" schedule for different NTA assignments on the Compensation webpage and in an email to all adjuncts. Any changes that decrease the minimums or introduce new job profiles and pay ranges must have the consent of the PTFA before the schedule is published. The current schedule is included in Appendix 7 of this CBA.

**18.11.8** Effective Fall 2023, the “NTAs Job Profiles, Descriptions and Pay Ranges” schedule shall increase at the same percentage rate of the across the board increase to non-PHP pay for teaching duties as outlined in Article 18.

## ARTICLE 19 Tuition Remission

### **19.1 Tuition Remission Policy**

Tuition remission is available to adjunct professors in the PHP and their academically eligible spouses/LDAs and IRS tax-dependent children, excluding impacted graduate programs as determined by the University.

### **19.2 Eligibility Requirements**

Such adjunct professors shall have ordinary access to tuition remission, subject to University policies and procedures, and requirements set forth below:

**19.2.1** Effective January 1, 2012, all PHP members will be eligible for one tuition remission undergraduate or graduate degree for themselves or their spouse, registered domestic partner, or IRS tax dependent.

**19.2.2** Effective January 1, 2012, all PHP members who have completed 8 years of service, will be eligible for a second tuition remission undergraduate or graduate degree for themselves or their spouse, registered domestic partner, or IRS tax dependent.

**19.2.3** All tuition remission recipients will be subject to the University's tuition remission policies and procedures.

**19.2.4** PHP members may request in writing from their Dean, additional tuition remission credits to attend courses that may improve their teaching in their current discipline.

**19.2.5** Continuing Education Units (CEU), special programs, audited classes, or courses not taught by University faculty are not subject to tuition remission.

**19.2.6** The Provost may grant additional tuition remission in excess of the above provisions. The Provost's decision must be in writing and shall not be subject to the grievance procedure.

**19.2.7** Adjunct professors who request tuition remission must identify the course and semester in which they wish to enroll, in accordance with University policies and procedures.

**19.2.8** Adjunct professors will ordinarily forfeit the tuition remission benefit when leaving the PHP. Upon written request to the University, the University will consider permitting adjunct professors to retain the tuition remission benefit.

## ARTICLE 20 Health Benefits

### **20.1 Life Insurance**

**20.1.1** The University shall provide to adjunct professors in the PHP \$40,000 term life/accidental death and dismemberment insurance during their period of employment.

**20.1.2** Coverage during the Fall semester will commence the first day of classes and continue through the census date of the Spring Semester. Coverage for the Spring Semester will commence the first day of classes and continue through the last day of commencement. Appropriate cancellation notification will follow from the carrier.

### **20.2 Kaiser Health Care Coverage.**

**20.2.1** The University shall provide an opportunity for adjunct professors to purchase health care coverage through the University Kaiser Plan. Members with one year of employment who have taught twelve (12) units at USF are eligible to apply.

**20.2.2** The University shall contribute an amount towards health care during such semesters when eligible adjunct professors who select this option are assigned to teach by the University.

**20.2.3** Adjuncts will be notified via email by the University and USF PTFA announcing the two enrollment periods each academic year (Spring and Fall). Human Resources will facilitate adjunct enrollment in the Kaiser Plan.

**20.2.4** Adjuncts may make changes to their existing coverage during open enrollment or if they are already on the Kaiser plan and have a qualifying event (e.g., gained coverage elsewhere, marriage, birth, etc.), they can make a change related to that qualifying event.

**20.2.5** Adjuncts must earn a monthly salary that is sufficient to cover the employee portion of the benefit deduction. To be eligible, adjunct faculty must teach during the semester they are requesting healthcare coverage for the Fall and / or Spring semester.

**20.2.6** Adjuncts must have paychecks paid in the months of October, November, and December for the Fall semester and March, April, and May for the Spring semester.

**20.2.7** Payroll deductions will be doubled for three months (6 paychecks respectively), to cover employee contributions for 6 months of coverage (September-February for Fall and March-August for Spring).

**20.2.8** Issues pertaining to health care coverage shall not be subject to arbitration.

**20.2.9** Association member's premium share will increase or decrease proportionately based upon vendor increases or decreases, for Kaiser.

**20.2.10** Monthly Employee Contribution (effective January 1, 2022 through December 31, 2022).

New Kaiser "U" Plan

One person \$132

Two party \$327

Three+ party \$415

**20.2.11** Effective January 1, 2020, all monthly premiums will decrease by \$10 per month before the new vendor rate.

**20.2.12** Effective January 1, 2021, all monthly premiums will decrease by \$10 per month before the new vendor rate.

**20.2.13** Effective January 1, 2023, all monthly premiums will decrease by \$10 per month before the new vendor rate.

**20.2.14** Effective January 1, 2024, all monthly premiums will decrease by \$5 per month before the new vendor rate.

### **20.3 Total Compensation Package**

The parties acknowledge that whatever is agreed upon will become part of the total compensation package for adjunct professors.

### **20.4 Koret Recreation Center**

Part-time faculty will have access to the Koret Recreation Center and shall pay \$100 per year for use of the Koret Recreation Center. This shall include regular usage pursuant to University rules and regulations.

## ARTICLE 21 Retirement Plan

### **21.1 Retirement Plan**

Adjunct professors who have been appropriately placed in the PHP will be eligible to participate in a University retirement plan as set forth in this Article.

### **21.2 Eligibility**

The University will contribute an equivalent of ten percent (10%) of a PHP adjunct professor's gross monthly salary to a University retirement plan.

### **21.3 Vesting**

Adjunct professors in the PHP with at least two (2) years of University service will be automatically vested in this retirement plan.

### **21.4 Withdrawal of Funds**

PHP members may not withdraw funds from the retirement plan unless they formally (in writing) sever employment ties with the University.

### **21.5 Dispute Resolution**

All issues regarding this Article shall not be subject to arbitration.

## ARTICLE 22 Miscellaneous Benefits

### **22.1 Access to Library Facilities**

Adjunct professors shall have routine access to campus library facilities with a current University identification card subject to University policies and procedures.

### **22.2 Access to Parking**

Adjunct professors shall have routine access to campus parking facilities on a space available basis subject to University policies and procedures.

### **22.3 Access to Recreational Facilities**

Adjunct professors shall have routine access to campus recreational facilities subject to University policies and procedures.

### **22.4 Access to Computer Facilities**

Adjunct professors shall have routine access to campus computer facilities subject to University policies and procedures.

### **22.5 Educational Meetings**

An adjunct professor may request to attend an educational meeting during assigned classes by submitting a written request to the Dean within a reasonable period of time prior to the specific event. The decision of the Dean shall be final.

### **22.6 Access to Bookstore Discounts**

Adjunct professors shall have routine access to bookstore discounts and check cashing privileges subject to University policies and procedures.

### **22.7 Access to Instructional Media Facilities**

Adjunct professors shall have routine access to University instructional media facilities or equipment subject to University policies and procedures.

### **22.8 Access to Duplicating Equipment**

Adjunct professors shall have routine access to duplicating equipment subject to all department, school/college, and University policies and procedures.

### **22.9 Teaching Development Fund**

**22.9.1** No later than 30 days after the contract is ratified in 2022, the University shall provide \$60,000 to the Teaching Development Fund for distribution.

**22.9.2** No later than October 1, 2022 the University shall provide \$60,000 the Teaching Development Fund for distribution.

**22.9.3** No later than October 1, 2023 the University shall provide \$60,000 the Teaching Development Fund for distribution.

**22.9.4** No later than October 1, 2024 the University shall provide \$60,000 the Teaching Development Fund for distribution.

**22.9.5** Effective September 2022, all unallocated TDF will revert back to the University at the beginning of every new academic year. This provision will expire on September 1, 2025.

**22.9.6** Teaching Development Funds will be administered by a joint committee made up of a maximum of five (5) administrators and a maximum of (5) adjuncts.

**22.9.7** The University shall make the Teaching Development Fund monies available for the term of this Agreement for adjunct professors who are pursuing work in the areas of course development, student learning, and related pedagogical issues. Teaching Development Funds may not be used to compensate adjuncts to attend USF events, programs, or meetings.

**22.9.8** Application under the Teaching Development Fund shall be made to the joint committee. The application must clearly explain how such funds will be used.

**22.9.9** Teaching Development Funds are intended primarily for domestic participation and travel in the continental United States. A greater weight will be given to domestic uses. International participation and travel may be considered on a case-by-case basis should sufficient funds be available.

**22.9.10** The decision of the joint committee in the award of such funds shall be final.

## **22.10 Commuter Subsidy**

**22.10.1** The University shall provide all commuter subsidy eligible adjuncts professors a pre-loaded commuter card October 1 and March 1 with \$210 (\$70 x 3 months).

**22.10.2** The University shall provide all commuter subsidy eligible adjuncts professors a pre-loaded commuter card June 15 with \$70.

## **22.11 Adjunct Awards**

The University will fund a maximum of five (5) awards at \$2,000.00 each for Adjunct Teaching, Service, and Innovation.

## ARTICLE 23 Jury Duty

**23. 1** Part-time faculty who receive a summons to standby or to be present in person at court for jury duty shall give immediate email notice to the Dean and Department Chair, if a conflict could arise with the faculty member's class teaching schedule.

**23. 2.** Provided that the part-time faculty complies with the duty to give such notice and cooperates with the Dean and Department Chair in respect to the needs of the



students, for up to a total of ten (10) class teaching sessions per course, the part time faculty member will not suffer a loss of course teaching pay when required to appear at court for jury duty service at times that conflict with scheduled classes for students.

#### ARTICLE 24 Adherence to Law

**24.1** The University, the Association and each Association member are obligated, as part of this Agreement, to obey all federal, state and local laws in the discharge of duties and exercise of rights specified in this Agreement.

**24.1.1** The parties agree that the classification of bargaining unit faculty is as professional employees for purposes of Labor Code section 515.7.

**24.1.2** The University and Association agree that the terms of this Agreement (including pay for Association members) complies with all federal, state, and local wage laws.

#### ARTICLE 25 Joint Committee

**25.1** Joint Committee on Course Assignments for Rhetoric and Language (including Public Speaking, Composition and AEM), Spanish, Theology and Religious Studies, and Philosophy. The Task Force is charged with exploring all options in how courses are offered to PHP faculty in these programs. The task force will review the current practices and there shall be six (6) members (three (3) PTFA, three (3) Administration). A recommendation will be submitted to the PTFA President and Provost by April 15, 2023.

#### ARTICLE 26 Duration of Agreement

**26.1** This Agreement, together with all provisions set forth herein except where otherwise specified, shall become effective on **April 22, 2022**, and shall continue in full force and effect through and including June 30, 2026 except as set forth below, and shall continue in effect thereafter from year to year unless either party serves written notice upon the other party at least sixty (60) days prior to the expiration date thereof of its desire to modify or terminate this Agreement.

**26.2** For the purpose of negotiating any successor agreement, the Association shall submit written notice to the University at least sixty (60) days prior to the expiration date of any continued term, specifying the subject(s), section(s), provision(s), and/or article(s) it proposes to negotiate.

**26.3** Within fifteen (15) days of receiving the Association's written notice, the University shall submit written notice to the Association, specifying the subject(s), section(s), provision(s), and/or article(s) it proposes to negotiate.

**26.4** Those subject(s), section(s), provision(s), and/or article(s) not opened by said notice or by subsequent mutual agreement shall become part of the successor agreement.

**26.5** In addition to the above, the following apply to reopener negotiations which occur through June 30, 2024:

**26.5.1** The following economic articles shall expire on June 30, 2024. Articles 18, 19, 20, 21, and 22.9. No other articles shall be considered economic.

**26.5.2** Either party may also choose to reopen three additional non-economic provisions. If an Article(s) is not formally opened pursuant to this agreement (e.g., written notification to either party within thirty (30) days of June 30, 2024 of the specific article(s) which should be reopened), the Article shall be extended without change until June 30, 2026.

ARTICLE 27 Renegotiation of Economic Terms Upon Change in Student Enrollment

**27.1** Parties will return to the bargaining table if the student credit hours drop or increase by 5% or more

Appendix: Letters of Agreement

## **Appendix 1: AEM and Rhetoric & Language**

Letter of Agreement

Spring 2019

AEM faculty who have taught a RHET specific course one or more times will be granted PHP seniority effective their original PHP seniority date effective Spring 2020, without further action.

## Appendix 2: University Consideration of Adjuncts for Term Positions

### Letter of Agreement

Spring 2019

Provost Don Heller sent the following message to the Deans of CAS, SOE, SONHP, SOM, and the PTFA on 16 July 2019:

“As part of our negotiation with the USFFA-PT union last spring, we agreed that the college and schools would make an effort to consider adjuncts in a department when filling term lines. I would appreciate it if you would ask your department chairs and associate deans to reach out to adjuncts and let them know when there is an opening for a term faculty member in the department and give serious consideration to all qualified adjuncts.”

## **Appendix 3: Course Assignment Process**

Letter of Agreement

Spring 2019

1. Starting with the course assignments for Spring 2020, Departments or Programs will assign adjunct professors in the following sequence,
  1. The University (Colleges / Departments / Programs), will notify all PHP faculty via email that course assignments for the upcoming semester are underway and they may express their interest in teaching via email to the University within 5 days.
  2. Once the Full-Time faculty course assignments are complete, the University will notify PHP faculty via email what course(s) are available as per Article 12.11: their seniority as specified by their PHP offer letter and any course they have taught without restrictions since attaining PHP status in their department, and established competence.
  3. PHP faculty will have five (5) working days to express via email their intent to teach and what course(s) they would like to teach.
  4. Following the deadline in step 3, the University will assign PHP faculty course(s) based on Article 12.11.
  5. Unassigned courses will only be offered to non-PHP faculty once step 4 is completed.
  6. PHP faculty may request a meeting with their Dean to explore the possibility of teaching courses outside of their current established competence. All reasonable requests will be considered and a process of evaluation may be required.
  7. This MOU is not subject to the arbitration provisions of the CBA until July 1, 2021.

## Appendix 4: PHP in the School of Management

### Letter of Agreement

Fall 2015

The University of San Francisco (The School of Management (SOM)) and The University of San Francisco Part Time Faculty Association - Part-Time (USFFA-PT) under the provisions of Article 24.2 of the September 29, 2015 Collective Bargaining Agreement (CBA) have reached the following understanding regarding the application of the Preferred Hiring Pool (PHP), as defined in Article 12.

This understanding bears in mind the unique requirements of the AACSB accreditation process and the maximization of the value and significance of the Adjunct Faculty to the School and its students.

It is recognized that the constraints placed on the SOM by the AACSB necessitate some specific procedures for PHP in SOM.

Therefore the following provisions are agreed upon.

(1) All the provisions of Article 12.1 and 12.2 in the USFFA-PT CBA apply, with the following amendment for the School of Management:

(a) The target date for the acceptance of application of SOM Adjuncts to PHP shall be July 1, 2016.

(2) Effective in the Fall 2016 semester Adjunct Faculty in the School of Management (SOM) will be admitted to the Preferred Hiring Pool (PHP) on the decision of the Dean of the School of Management (the "Dean").

(3) The adjuncts so admitted to PHP or PHP2 will be granted preference for teaching in the disciplines and courses for which they have established competence.

(4) In recognition of the AACSB accreditation standards under which the SOM must operate, such Adjuncts admitted to PHP or PHP2 will be evaluated by the Dean on an annual basis as to their teaching quality and the relevance of their background.

(5) By the end of the fall semester PHP's shall submit to the Dean an annual report on their teaching, academic, and professional accomplishments.

(6) Should the quality of teaching and relevance of the professor's background for PHP be determined by the Dean to be inadequate, pursuant to the CBA, the PHP shall be given the opportunity to cure this inadequacy within one semester. The Dean shall meet with the PHP and they shall develop a plan for addressing the inadequacy.

(7) If the PHP does not cure the specified inadequacies, he or she can be removed from PHP status under the provisions of Article 12.11 of the CBA.

(8) No later than April 15, 2017 the parties shall reconvene to review the SOM PHP pilot program.



## Appendix 5: Advancing Antiracism, Diversity, Equity, and Inclusive Excellence

### Letter of Agreement

**Preamble:** Should the University encounter academic program needs in advancing antiracism, diversity, equity and inclusive excellence in curriculum and instruction, it may preempt Article 12.11 of the PTFA CBA (“PHP Seniority”) in the following manner only: The University may assign a different faculty member to teach the second of two courses originally assigned to a PHP faculty member. In addition, the following points must be considered and adhered to:

1. Effective Fall 2022, the University will have the option to hire adjuncts to teach the four (4) designated classes per semester to address these needs.
2. The University will notify the PTFA of the impacted PHP adjunct and Department prior to an offer being made by the course cancellation date.
3. The University will make a good faith effort in consultation with the PTFA to find a second course or an NTA for impacted PHP or PHP2 faculty.
4. A PHP faculty member will only be impacted by the ADEI provision once during an academic year.
5. Substitutions will only be permitted in the following departments for the fall 2022 and spring 2023 semester: Marriage and Family Therapy, Rhetoric & Language, Performing Arts, and MFA in Writing. The University retains the right to amend this list every spring. The University will notify the PTFA of any changes to the list.
6. PTFA members with pedagogical competence in advancing ADEI as determined by the Dean, will be considered for substitution assignments.
7. Part-time faculty members will be paid at the PHP rate for these courses.
8. This provision will expire on December 31, 2024.

## Appendix 6: Compensation for Music Lessons

### Memorandum of Understanding

Compensation for Music Lessons (MUS 120-MUS 125, inclusive) is to continue in Fall 2021 through Spring 2024 as follows:

- 5-person capacity sections shall be compensated at 2.0 units, so long as Census enrollment is at 3 or greater.
- Under-enrolled courses below 3 may be canceled and, with the agreement of the faculty member and approval of the Dean, may continue as individual Directed Studies (listed as MUS 398) and compensated at  $n/5 \times \text{rate}$ , where "n" is the number of students enrolled with the instructor and "rate" is the full compensation that would otherwise be due for the original, canceled section.

## Appendix 7: NTAs Job Profiles, Descriptions, and Pay Ranges

Effective Fall 2023, the “NTAs Job Profiles, Descriptions and Pay Ranges” schedule shall increase at the same percentage rate of the across the board increase to non-PHP pay for teaching duties as outlined in Article 18.

| NTA Assignment Type  | Current    |          |          |          | 7/1/22     |          |          |          | Fall 2023  |          |          |          |
|--|------------|----------|----------|----------|------------|----------|----------|----------|------------|----------|----------|----------|
|  | Comp Grade | Min      | Mid      | Max      | Comp Grade | Min      | Mid      | Max      | Comp Grade | Min      | Mid      | Max      |
| Education Program Support                                    | NTA01      | \$50.00  | \$55.00  | \$60.00  | NTA01      | \$50.00  | \$55.00  | \$60.00  | NTA01      | \$51.38  | \$56.52  | \$61.65  |
| Meeting/Required Attendance                                  | NTA02      | \$30.00  | \$35.00  | \$40.00  | NTA02      | \$33.00  | \$36.00  | \$41.00  | NTA02      | \$33.91  | \$36.99  | \$42.13  |
| Guest Speaker/Facilitator                                    | NTA01      | \$50.00  | \$55.00  | \$60.00  | NTA01      | \$50.00  | \$55.00  | \$60.00  | NTA01      | \$51.38  | \$56.52  | \$61.65  |
| Mentor/Student Advisor (Bar, Essay, Thesis, Summer Webtrack) | NTA01      | \$50.00  | \$55.00  | \$60.00  | NTA01      | \$50.00  | \$55.00  | \$60.00  | NTA01      | \$51.38  | \$56.52  | \$61.65  |
| Conversational Tutoring                                      | NTA01      | \$50.00  | \$55.00  | \$60.00  | NTA01      | \$50.00  | \$55.00  | \$60.00  | NTA01      | \$51.38  | \$56.52  | \$61.65  |
| Tutor (Writing Center, Language)                             | NTA02      | \$30.00  | \$35.00  | \$40.00  | NTA02      | \$33.00  | \$36.00  | \$41.00  | NTA02      | \$33.91  | \$36.99  | \$42.13  |
| Support (Course, Curriculum, Group, or Program)              | NTA02      | \$30.00  | \$35.00  | \$40.00  | NTA02      | \$33.00  | \$36.00  | \$41.00  | NTA02      | \$33.91  | \$36.99  | \$42.13  |
| Reader (Capstone, Thesis, Dissertation)                      | NTA01      | \$50.00  | \$55.00  | \$60.00  | NTA01      | \$50.00  | \$55.00  | \$60.00  | NTA01      | \$51.38  | \$56.52  | \$61.65  |
| Performing Arts Support (Choreography, Musical Accompany)    | NTA01      | \$50.00  | \$55.00  | \$60.00  | NTA01      | \$50.00  | \$55.00  | \$60.00  | NTA01      | \$51.38  | \$56.52  | \$61.65  |
| Department/Program/Faculty Director/Dissertation Chair       | NTA01      | \$50.00  | \$55.00  | \$60.00  | NTA01      | \$50.00  | \$55.00  | \$60.00  | NTA01      | \$51.38  | \$56.52  | \$61.65  |
| Preceptor/Grader   | NTA02      | \$30.00  | \$35.00  | \$40.00  | NTA02      | \$33.00  | \$36.00  | \$41.00  | NTA02      | \$33.91  | \$36.99  | \$42.13  |
| SOM Executive Education                                      | NTA05      | \$200.00 | \$275.00 | \$350.00 | NTA05      | \$200.00 | \$275.00 | \$350.00 | NTA05      | \$205.50 | \$282.57 | \$359.63 |
| Grant Distribution   | NTA01      | \$50.00  | \$55.00  | \$60.00  | NTA01      | \$50.00  | \$55.00  | \$60.00  | NTA01      | \$51.38  | \$56.52  | \$61.65  |

