

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

HOLY NAMES UNIVERSITY

and

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021

July 1, 2020

To

June 30, 2024

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ARTICLE 1. RECOGNITION, COVERAGE AND SCOPE

A. Recognition

Holy Names University 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 University:

Included: All Adjunct Faculty (including Adjunct Instructors, Adjunct Professors, Adjunct Assistant Professors, Adjunct Lecturers, and Adjunct Professors) employed by the University.

Excluded: All faculty members who are employed as ranked faculty, meaning all pro rata tenured faculty and tenure-track faculty and term faculty holding the rank of Instructor, Assistant Professor, Associate Professor, or Professor; Professors Emeritus, Professors Alumnus, Visiting Professors, Affiliate Professors, Kodaly Summer Institute faculty; Department Chairs, Directors, Assistant Directors, Academic Advisors, division directors, center directors, assistant directors, program and department chairs, program staff, Deans and Chairs (including those who may have teaching assignments); graduate and undergraduate students and student employees, teaching and research assistants and fellows, all other faculty and other employees in non-degree granting programs (including extension or continuing education instructors, public programs, or other special programs), Individual Lesson Instructors (Individual Music Lesson instructors), Ensemble Directors, Instructors in Athletics and Recreation; also excluding all staff and administrator employees, officers and trustees of the University; members of religious orders who are employed by the University; teachers and other employees of Raskob School; all other employees, all volunteers, independent contractors, managerial employees, professional and confidential employees, guards, and supervisors as defined in the National Labor Relations Act.

B. Coverage

The Agreement covers adjunct faculty of the University teaching at all locations, not limited to Oakland, and teaching in all modalities including traditional, intensive, on-line and hybrid.

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

Covered adjunct faculty who have completed the teaching of one or more courses lines at the University in two different semesters (fall, spring or summer term) become regular adjunct faculty. Article 11A (Just Cause, Discipline, and Discharge) shall not apply until after the adjunct faculty becomes regular.

An adjunct faculty shall not obtain ranked faculty member status, except following University posting of a vacant ranked faculty position and successful completion of the application and selection process, resulting in the letter of hire signed by the University.

Administrators may return to the adjunct faculty unit upon conclusion of service in Administration, retaining their date of hire as adjunct faculty.

C. Scope

This Agreement in the form mutually executed by the parties constitutes the sole and exclusive record of agreements reached between the University 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, each party waives the right to bargain collectively on any or all subjects of collective bargaining applicable to the period of this Agreement.

ARTICLE 2. SAVINGS CLAUSE

It is the intention of the parties to this Agreement that the sections, paragraphs, sentences, clauses and phrases of this Agreement are subject to applicable law and are separable. If any part of this Agreement is found to be invalid because of a conflict with applicable law, such invalidity shall not affect the remaining parts of this Agreement, and the parties shall meet to negotiate a substitute provision.

ARTICLE 3. UNION RIGHTS

A. Union Security and Check off

1. Each adjunct faculty 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 during each pay period in which the adjunct faculty receives a paycheck, 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 fees shall be determined by the Union in accordance with applicable law, but not more than membership dues.
2. 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 University and the Union may be made by all adjunct faculty via the check-off procedure provided by this Article. It is agreed that the University 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 University harmless from any claims, actions, or proceedings by an adjunct faculty arising from the University's actions in accordance with this Article.
3. Each payday that the adjunct faculty receives a paycheck, the University shall, during the term of this Agreement, deduct from an adjunct faculty 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 adjunct faculty has furnished the University a written assignment executed in accordance with the law. If the adjunct faculty 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.
4. The University shall remit the dues or fees to the Union along with a list of payers within the first ten (10) working days of the month following the month of collection.

B. Posting

The University and SEIU shall post on their websites an official version of this Agreement.

C. Access

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

To that end and for that purpose, the University provides the Union with bulletin boards that are designated by mutual agreement between the parties.

To that end and for that purpose, the University permits privilege of physical access for campus meetings and events for unit representatives and other Union representatives at reasonable times and places, provided an appointment with a University representative is made in advance with the office of the Provost; except no appointment is necessary for meetings with adjunct faculty.

To maintain access privileges, Union access must be utilized in order for the Union to communicate with the adjunct faculty covered by the Agreement and must be compliant with University rules and regulations of general application, and not contrary to policies against harassment and discrimination. The parties will meet to discuss any disagreements and if they are not so resolved, they will be resolved in grievance-arbitration procedure.

D. Communication

Intra-campus mail service, including electronic mail services, but excluding printing and photocopying, shall be available to SEIU at no cost for official SEIU communications. Adjunct faculty mailboxes may be utilized by SEIU for purposes of SEIU communication.

E. Designation of Representatives:

The names of the SEIU Representatives and unit representatives will be provided by the Union to the Provost and to the Director of Human Resources at least ten (10) days before the start of each term and within five (5) days of any subsequent change. SEIU Representatives will direct all communications by email addressed to the Provost and the Director of Human Resources. SEIU representatives and the Provost or Director make best efforts to respond to emails within three work days of receipt of emails from the other.

F. Bargaining Unit Information

No later than seven days prior to the first day of class of each semester, the University will electronically provide to the Union, a preliminary list of names and contact information of adjunct faculty members who will be employed.

In addition, the most up to date information about the upcoming semester's course teaching faculty assignments will be accessible to the union on a section of the HNU website.

No later than 21 days after the add/drop period of the respective semester of each academic year, the University will electronically provide to the Union, a final list of adjunct faculty members who are employed.

In electronic format, the University will provide the name; date of hire; primary program or department codes; University identification number; course appointment for the current semester; course rate; any non-course appointment; University email address; home address; home phone; personal email; and benefit status.

ARTICLE 4. MANAGEMENT RIGHTS

Except as specifically expressed in writing in this Agreement, nothing shall in any way limit or be deemed to limit the University in its exercise of management rights and functions, all of which are vested exclusively in the University, including but not limited to the following:

The determination, modification, direction, control and implementation of the University's mission, strategic plan, goals, resources, and priorities; the University's budgets, budget savings and/or plans for increased efficiency; the University'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 University;

The determination, modification, direction, control and implementation of the University'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 University;

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

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

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

The determination, modification, direction, control and implementation of decisions for the expansion, contraction, start-up and close down of any and/or all educational services and of administrative services, facilities and operations, generally and specifically within any campus, department, activity or function of the University;

The determination, modification, direction, control and implementation of appropriate staffing levels of any group of University employees generally, and

specifically within any University 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 University;

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 subcontractors.

The above summary of the exclusive rights and functions of the management of the University 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 University of the rights of management of the University shall not be subject to any claim by the Union or by any covered adjunct faculty in any legal proceeding, grievance or arbitration, unless the exercise by the University violates a specified express written provision of this Agreement.

ARTICLE 5. 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 University lock out the employees. Violations of this provision may constitute just cause for discipline up to and including discharge.

ARTICLE 6. NO DISCRIMINATION

HNU is an equal-opportunity employer and educational institution. HNU 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. HNU's commitment to equal opportunity employment applies to all persons involved in the operations of the University and prohibits unlawful discrimination by any employee of the University.

There shall be no retaliation for reporting complaints of harassment, discrimination or retaliation. An adjunct faculty shall not suffer retaliation for participation or non-participation in SEIU activities.

Adjunct faculty will comply with University policies against discrimination, harassment, and reporting discrimination or retaliation. Failure to do so may be grounds for discipline up to and including discharge.

Adjunct faculty may choose to have a Union representative present during any meeting held under this Article.

ARTICLE 7. GRIEVANCE AND ARBITRATION

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

A. Definition-Grievance

An adjunct faculty grievance is a claim by the adjunct faculty that HNU has violated term(s) of the Agreement with respect to employment. The parties discourage trivial claims.

A Union grievance is a claim by a steward or the Union, that HNU violated provision(s) of the Agreement with respect to the employment of adjunct faculty or the rights of the Union. A Union grievance will be filed only by designated unit representative or the Union representative. At the start of each academic year, the Union shall provide the Provost of HNU and the Director of Human Resources with a list of authorized unit representatives, and update the list within five days of any change.

A University grievance is a claim by the Provost or their designee, that the Union has violated a provision(s) of the Agreement that sets forth its obligations to HNU.

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

B. Procedures for Grievance

A Union representative or unit representative may be present in any scheduled meetings with the adjunct faculty with regard to a grievance filed under this Article.

Grievances shall be submitted via email within the applicable time frame to the 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 HNU’s response to that request will not be counted against said grievance’s time limits.

Adjunct faculty and the Union shall make an effort to resolve grievances informally with HNU. 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 Provost in an email with “ADJUNCT FACULTY GRIEVANCE” in the subject line. The 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 Provost. The Provost will schedule a grievance meeting within fourteen (14) days after the grievance has been filed. The Provost will respond to the grievance within fourteen days after the grievance meeting, or thirty (30) days after the step 2 notice 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 or the University may advance the grievance to arbitration by written notice to the other party of this Agreement.

When a party has requested arbitration in a timely manner, the Union and HNU 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 adjunct faculty.

The hearing shall be scheduled so that an adjunct faculty 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 HNU 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.

ARTICLE 8. JOINT LABOR MANAGEMENT COMMITTEE

A. Joint Labor Management Committee

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

- Providing the input of the faculty to the Administration on University-wide matters of importance to adjunct faculty;
- establishing and maintaining effective and cordial labor relation;
- exchanging information; and
- resolving disagreements and preventing disagreements.

Prior to the start of each academic year, the Union and the University shall exchange in writing the names and the University employment positions, of not more than three persons who for the academic year, will represent the Union and the University, respectively. The Union and the University shall also specify in writing which of the University 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) Opportunity for Local 1021 to provide the input of the adjunct faculty to the Administration on University-wide matters of importance to adjunct faculty;
- (3) Opportunity for attendees to develop working professional relationships within the Joint Committee; and
- (4) 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 9. LEAVE FOR UNION BUSINESS

Union leave shall be governed by the provisions set out below:

Upon the request of SEIU with at least one semester advance notice (or less notice if mutually agreeable), the University shall grant in a timely manner, union leave without loss of job security or status, to one adjunct faculty. Such leaves shall be granted for one semester per academic year. During this semester the adjunct faculty shall be compensated by the Union, not by the University. While on a Union leave of absence, the adjunct faculty shall be eligible for continuation of University health benefits, if any, for no more than six months (Cobra, after three months), if the adjunct faculty pays all the benefit premiums and if the plan allows for participation while on an unpaid leave of absence.

An adjunct faculty who is on union leave shall have the right to return to her/his pre-existing adjunct status upon expiration of the leave. Such leave shall not constitute a break in the adjunct faculty cumulative service.

ARTICLE 10. NEW FACULTY UNION ORIENTATION

When HNU schedules new employee orientations on a per semester basis, the new adjunct faculty hired in the current semester will be invited. They will include information on benefits and eligibility. Union representatives shall have at least thirty (30) minutes at the end of each new faculty orientation to meet with incoming adjunct faculty. The University will provide the Union with thirty days' notice of the meeting time, and a list of the newly-hired adjunct faculty and their departments.

ARTICLE 11. JUST CAUSE, DISCIPLINE AND DISCHARGE; PROBATIONARY PERIOD; PERSONNEL FILES

A. Just Cause, Discipline & Discharge

Discipline and discharge of adjunct faculty members who are not in probationary status will be for just cause.

Any complaint made against any adjunct faculty member will be promptly called to the attention of the faculty member if the University reasonably anticipates taking disciplinary or termination action on the basis of that complaint. The purpose of this provision is to ensure that adjunct faculty members are notified of concerns in a timely manner.

B. Probationary Period

By the end of the third full calendar month that immediately follows the newly employed adjunct's completion of the second University semester in which the adjunct has taught one or more courses, the University will notify the adjunct in writing whether the adjunct has successfully completed the probationary period. Should the decision be negative, the University may still permit the adjunct to complete teaching of the current course. Absent timely notification, the adjunct shall be deemed to have successfully completed probation.

Failure to successfully complete probation shall not be subject to grievance procedure.

C. Personnel Files

Faculty shall have access to the personnel files maintained by the University.

Faculty may review their personnel files by appointment with Human Resources or their Dean's Office with ten (10) business days' written notice and may make copies of any non-confidential documents contained within the personnel file(s).

Faculty have the right to respond in writing to any document that is placed in their files identified in the first paragraph of subsection B of this Article.

ARTICLE 12. PROCESSING OF UNEMPLOYMENT

The University agrees that at the end of an academic term if not actively employed, and absent a reasonable assurance of future employment, adjunct faculty may be eligible to apply for Unemployment Insurance benefits through California's Employment Development Department (EDD), subject to a determination of eligibility by EDD. The Union and the University agree that, as of 2015, the EDD uses the definition of "reasonable assurance" set forth in the California Superior Court's decision in *Cervisi et al v Unemployment Insurance Appeals Board*, as follows: "... under the statute, an assignment that is contingent on enrollment, funding or program changes is not 'reasonable assurance' of employment."

When the University receives written notice from EDD of a "Notice of Unemployment Insurance Claim Filed," the University shall reply to the EDD in writing, indicating the date of the expiration of the most recent teaching term, unless there are other material facts that the University is legally required to report.

ARTICLE 13: INSTRUCTIONAL SERVICES

Adjunct faculty shall have access to computers with Internet access, wifi, printers, photocopying, and tech support from HNU staff at IT in order to prepare for classes and serve students. Adjunct faculty who teach evenings and weekends will have access to campus office facilities and tech support in order to prepare for classes.

Adjunct faculty members shall have access to appropriate space to meet with and advise students, including private space when necessary. This should not be construed, however, as requiring private offices for adjunct faculty members.

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

ARTICLE 14. FUNCTIONS AND RESPONSIBILITIES OF PART-TIME FACULTY MEMBERS

Adjunct faculty are responsible to the Dean for the sound performance of their functions and responsibilities. Adjunct faculty will abide by university policies.

It is the function and responsibility of each adjunct faculty member to retain competence in the adjunct faculty's field of expertise and to bring this expertise to bear on instruction of course content and achievement of student learning.

Adjunct faculty will adhere to the course description and to the learning outcomes. They will provide timely submission of a detailed class syllabus that demonstrates the adjunct faculty's quality of compliance with all Learning Outcomes.

Adjunct faculty duties include attendance at new faculty orientation, if applicable; exclusive use of HNU email addresses and servers for all email communications with students; timely and accurate submission of student early warning progress reports; timely and accurate submission of final course evaluations and grades; during the period of the course obligations, substantively responding to HNU-related emails within 48 hours; and attending meetings related to course teaching obligations.

It is a primary qualification and responsibility of each adjunct to deliver Inclusive Excellence for Students. The University seeks to maximize the inclusive excellence of each student's learning experience in each course. This is especially critical, given the University's immediate need to generate new and returning enrollments. Inclusive excellence includes not only the course content as prescribed in the syllabus, but also the particular substantive academic focus of and diversity of the available different faculty members' skill sets, past and current professional and personal experiences, and career paths. These factors all meaningfully contribute to the student experience and learning outcomes and particularly for historically underserved students who are central to the University's mission, which now includes HNU's initiative to become an actively anti-racist institution.

These initiatives require that the University have students learn from a diverse faculty, benefit from inclusive practices in the curriculum, and benefit from the academic discipline and lived experiences of faculty from diverse backgrounds. Our inclusive excellence initiatives attend to social justice, anti-racism, and social equity across the institution.

ARTICLE 15. SPECIAL ASSIGNMENTS:

Special Assignments are for the following faculty work assignments. These are deemed to be not course-related or laboratory-related work.

Mandatory training (not course teaching-related in nature)

Independent Study

Mandatory committee assignments, if any

Faculty mentors barrier courses

Joint Labor Management Committee: For the 2021 calendar year and each calendar year thereafter, the University pays a stipend of \$1,500 per ½ calendar year to each of the two or three part-time faculty in recognition for their dedicated time and preparation for the process.

Special assignments are to be performed only when authorized in writing by signed letter of the Provost or Dean, only.

Except for JLMC, all special assignments are paid at the rate of \$50 per work hour. The number of authorized work hours are set forth in the special assignment letter and shall not be exceeded. Rest breaks, meal breaks, daily and limits on work hours and time reporting procedures shall be accomplished by the part-time faculty member as directed in the assignment letter.

ARTICLE 16. COURSE TEACHING APPOINTMENT

1. **Course Teaching Appointment-General:** A course teaching appointment arises when a written course teaching offer from the University Provost or Dean is signed by the part-time adjunct faculty member and electronically returned in a timely manner. The written course teaching offer will identify the assigned adjunct faculty member's name; the academic program of the course(s); the academic year and semester(s) of the course(s); the course name and number; and the compensation in dollars to be paid to the adjunct faculty member.
2. **Course Teaching Appointment-Criteria.**
 - a. Except when permitted in b, the University makes offers of course teaching to part-time faculty members from among existing and prospective qualified faculty members on the basis of course seniority. Course seniority is the number of times of completed delivery of that course at the University within the prior four academic years. "Qualifications" means the demonstrated skill and ability to deliver with quality the functions and responsibilities of part-time faculty, generally, as stated in Article 14 and means the particular needs established by the University for the course. The Provost or Dean will make offers to teach the course from among qualified existing and prospective faculty members based upon course seniority, except in circumstances when external accreditation bodies require faculty with terminal degrees and for ranked faculty assignments. The Provost will convey this determination in writing. In the event of a tie in course seniority, the tie-breaker shall be original date of hire in the University.
 - b. Exceptions to seniority: The Provost may offer a course to a less senior adjunct if they have determined in advance that the less senior existing or prospective bargaining unit member is more qualified based on demonstrable evidence that has been verified in advance such as degrees, course history at other colleges, scholarship, etc. and/or the less senior adjunct is more qualified based on demonstrable standards that have been verified in advance to execute HNU's mission as an anti-racist institution.

In making course teaching offers, the University does not consider whether the offer might give rise to eligibility of that adjunct faculty member for University health benefits. Part time faculty are limited to teaching of maximum of 22 units per academic year including summer.

3. **Preferred Hiring Pool Courses:** For courses regularly offered by the University to part-time faculty, the University will publish a preferred hiring pool (PHP) for each course for the next year it is scheduled. It will contain the names of part-time and adjunct faculty members who have the course seniority, who have successfully taught the course within the past four years. The PHP for the course will be posted by June 20 on the part-time faculty portion of the University website, stating their names and their respective course seniority. The web page will be constructed so it is electronically accessible to Local 1021. The Provost or Dean will make

offers to teach the course to qualified faculty on the course PHP, except in circumstances when external accreditation bodies require faculty with terminal degrees; when assignments are made to full-time faculty and when allowed by 2b above.

“Regularly” means courses taught by part-time faculty members that were offered and taught in at least two of the four prior academic years.

If the University removes an adjunct faculty member from a course PHP, the University will give written notice to the adjunct faculty member and the Union, containing a statement of reasons to remove them from a course PHP will be brought to their attention in a timely manner at least 14 days prior to said notice. A part-time adjunct faculty member removed from a course PHP will have access to the grievance procedure of the Agreement if the removal results in a loss of wages.

Prior to the execution of this Agreement, the Union and the University will jointly review the PHP lists and confer in the effort to resolve any disagreements.

4. **Notice and Reasons:** If the University offers a PHP course to a part-time adjunct faculty member other than a faculty member on the PHP with the greatest course seniority, the University will give written notice to the other adjunct faculty member(s) on the PHP. The notice will include a statement of reasons for the University’s decision, with copy to the Union. Disagreements may be resolved by the grievance procedure, if not resolved by informal discussion.
5. **Course Posting:** At least ninety days before the start of classes, the University will post on a part-time faculty link to its website, a list of the courses that it intends to offer for the subsequent academic year. The University will make good faith efforts to post all courses to be offered and any error, omission or change of decision shall not constitute a violation of the Agreement.

Part-time adjunct faculty members must submit a statement of interest and qualifications, if they do not have course seniority, to the University within two weeks of the posting in order to be considered for courses.

6. **Course Teaching Dates and Cancellation Fees:** The University shall make best efforts to transmit course teaching contract offers to part-time adjunct faculty members at least five weeks before the start of the academic terms.

Exceptions to these dates are for summer sessions and are for individualized teaching such as private music lessons, student-teaching supervision in School of Education and other non-standard assignments that ordinarily do not begin at the start of the academic term.

Part-time adjunct faculty members will be paid a cancellation fee in lieu of the compensation whenever a course that they have been assigned is thereafter cancelled. The cancellation fee schedule is \$250 if cancelled before the first day of class and, if cancelled thereafter, Part-time adjunct faculty members will receive the \$250 cancellation fee and \$50 for each hour of student

class teaching time as wages for all work that was already performed. Cancellation fees are to be paid within four (4) weeks of entitlement.

ARTICLE 17. RATES OF PAY

The Union and University agree that during the period of time between the effective date and expiration date of this Agreement, it is agreed by the Union and the University that all bargaining unit faculty employed and compensated pursuant to the terms of this Agreement or its predecessor were and are classified as professional employees and were and are exempt under California Labor Code § 515.7. This provision shall not survive the expiration of this CBA unless agreed to by the parties in writing, except during negotiations for the successor CBA.

January 1, 2022:	\$1500 per unit
July 1, 2022:	\$1700 per unit
July 1, 2023:	\$1890 per unit

HNU will evaluate its enrollment numbers in Fall 2023. HNU will then determine whether it believes it is feasible to reach California Labor Code § 515.7 requirements in effective as of January 1, 2024 and if it determines that it is, then bargaining unit faculty members will be compensated in accordance with California Labor Code § 515.7. However, if not, then bargaining unit faculty members will be paid hourly but with no reduction in overall adjunct pay. The hourly rate will be determined by dividing the December 31, 2023 per course pay level by an expected number of hours of work per academic term, to be determined by the JLMC after it reviews relevant applicable adjunct work hour standards in the law and governmental guidance.

For the purposes of this Agreement, for any class with four or more students enrolled that is not cancelled, the bargaining unit faculty member will be paid for a full class; if less than four, then per student at the independent study rate.

ARTICLE 18. ACADEMIC FREEDOM & PROFESSIONAL ETHICS

As described in Appendix A and B (Appendix A- AAUP Statement on Academic Freedom and Appendix B- AAUP Statement on Professional Ethics), faculty are entitled to full academic freedom, including freedom of research and expression.

Part-time faculty shall enjoy the same rights and obligations of academic freedom and professional ethics as full-time faculty.

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

APPENDICES

APPENDIX A - AMERICAN ASSOCIATION OF UNIVERISTY PROFESSORS (AAUP) STATEMENT OF 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 an adjunct faculty 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 o 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 facilities 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 – NON-DISCRIMINATION

A. Equal Employment Policy

HNU prohibits unlawful discrimination based on sex (including 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. HNU's commitment to equal opportunity employment applies to all persons involved in the operations of the University and prohibits unlawful discrimination by any employee of the University. Consequences for violation of the HNU Policy are discipline up to and including discharge.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with disabilities, the University 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 University 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 Director of Human Resources to request and document the need for such an accommodation. The University will assess the request and if the accommodation is supported and is reasonable as determined by the University, and will not impose an undue hardship, the University will make the accommodation. The University 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 Provost and Director, HR. 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 Provost and Director. The complaint should be specific and include the names of the individuals involved as well as the names of any witnesses. HNU will, in all appropriate cases, immediately undertake an effective, thorough, and objective assessment. HNU will consider the privacy and confidentiality of all parties involved. If the University 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 University 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 HNU each commits that its representatives will not engage in discrimination or retaliation of employees of the University, based upon participation or non-participation in union activities.

In addition to the University's internal reporting procedure for unlawful discrimination and retaliation, 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.

C. Prohibition of Unlawful Harassment

In accordance with applicable law, HNU 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 University is committed to taking all reasonable steps to prevent unlawful 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 University students and other University community members from sexual misconduct. The University 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.

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

Within the Joint Labor Management Committee, the University may request consultation on ways that the union and University 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 Director of Human Resources and Provost. The employee may choose to submit a copy of the complaint designated representative of the Union and if so, shall so notify the Provost and HR. The complaint should be specific and include the names of the individuals involved as well as the names of any witnesses. HNU will, in all appropriate cases, immediately undertake an effective, thorough, and objective assessment. HNU will consider the privacy and confidentiality of all parties involved. If the University 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 University 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 University'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.

E. Policy Prohibiting Close Personal Relationships in Teaching, Mentoring, Supervisory Activities

The University 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 University 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 University may participate in a close personal relationship with an individual who is a member of the University community for whom that person provides, or may (by virtue of University-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 University of teacher-student; mentor-mentee; supervisor-employee; adjunct faculty graduate student; co-workers; and supervisor-student employee.

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

The Collective Bargaining Agreement and the Table of Contents, effective from July 1, 202 to June 30, 2024 is hereby executed by the parties.

SEIU Local 1021

Nato Green

Lead Negotiator

Kaden Kratzer

Education Team Field Director

Nely Obligacion

Deputy Director of Advocacy
and Internal Organizing

David Canham

Executive Director of SEIU 1021

Holy Names University

Kimberly Bowers, PhD

PROVOST OF THE COLLEGE

Pat Barton

Director of Human Resources

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