



UNIVERSITY OF
SAN FRANCISCO

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE UNIVERSITY OF SAN FRANCISCO

AND

THE UNIVERSITY OF SAN FRANCISCO

FACULTY ASSOCIATION

PART-TIME FACULTY

Effective Dates:

July 1, 2015 - June 30, 2020

In witness thereof, the parties hereto, by their authorized representatives, have executed this Agreement this 29th day of September, 2015.

University of San Francisco

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Part-Time Faculty

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Preamble

This agreement is entered into on January 1, 2005 between the University of San Francisco (“the University”), and the USF Part-Time Faculty Association (“the Association”).

VISION, MISSION and VALUES of the University of San Francisco

Approved by the Board of Trustees September 11, 2001

VISION

The University of San Francisco will be internationally recognized as a premier Jesuit Catholic, urban University with a global perspective that educates leaders who will fashion a more humane and just world.

MISSION

The core mission of the University is to promote learning in the Jesuit Catholic tradition. The University offers undergraduate, graduate and professional students the knowledge and skills needed to succeed as persons and professionals, and the values and sensitivity necessary to be men and women for others.

The University will distinguish itself as a diverse, socially responsible learning community of high quality scholarship and academic rigor sustained by a faith that does justice. The University will draw from the cultural, intellectual and economic resources of the San Francisco Bay Area and its location on the Pacific Rim to enrich and strengthen its educational programs.

CORE VALUES

The University's core values include a belief in and a commitment to advancing:

1. the Jesuit Catholic tradition that views faith and reason as complementary resources in the search for truth and authentic human development, and that welcomes persons of all faiths or no religious beliefs as fully contributing partners to the University
2. the freedom and the responsibility to pursue truth and follow evidence to its conclusion
3. learning as a humanizing, social activity rather than a competitive exercise
4. a common good that transcends the interests of particular individuals or groups; and reasoned discourse rather than coercion as the norm for decision making
5. diversity of perspectives, experiences and traditions as essential components of a quality education in our global context
6. excellence as the standard for teaching, scholarship, creative expression and service to the University community
7. social responsibility in fulfilling the University's mission to create, communicate and apply knowledge to a world shared by all people and held in trust for future generations
8. the moral dimension of every significant human choice: taking seriously how and

- who we choose to be in the world
9. the full, integral development of each person and all persons, with the belief that no individual or group may rightfully prosper at the expense of others
 10. a culture of service that respects and promotes the dignity of every person.

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 Visions, 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
 - Facilities to support outstanding educational programs
 - Technology solutions to enhance learning and improve service
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

a) 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.

b) CO Review Standard

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

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

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.

c) 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.

d) 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.

e) 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.

f) 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.

g) Payment of Fees During Review

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

h) Panel Confidentiality

All contents and deliberations of the Panel shall be confidential.

i) 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.

j) 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.

7.5 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, two (2) copies of written course syllabi for each course taught and two (2) copies 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, and computer and facsimile 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 and the last day of exams in the spring.

10.10 Other Responsibilities

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.

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 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.

11.5 Compensation for Course

- A. When a course(s) to be taught by an adjunct professor is canceled twenty-five (25) days' or less before the first class meeting or after the first class meeting in the Fall semester or fourteen (14) days' or less before the first class meeting in the Spring semester or after the first class meeting, or seven (7) days' or less before the first class meeting or after 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.
- B. 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 Society of Jesus

In recognition of the character and heritage of the University and notwithstanding 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

All adjunct professors who upon evaluation are determined to be good teachers and competent in their teaching assignment in accordance with Article 13, and who have completed at least thirty-two (32) units and have a minimum of two (2) years 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 spring semester on or before February 15th.

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 statement of teaching philosophy that outlines the applicant's principles on teaching generally and in terms of the mission and goals of USF specifically.

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

12.2.5 Confirmation that applicant has notified their department chair of intent to apply for PHP.

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

12.3 The evaluation process shall include a review of all SUMMA evaluations and BLUE surveys.

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

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.

12.6 Review Procedures of Dean's PHP Decisions

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 may 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.

12.6.1 Review Procedure. Adjunct professors who seek review must timely discuss the review request with the dean no later than seven (7) business 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 ten (10) business 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 twenty (20) 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.

12.6.2 Adjunct professors who are scheduled for re-evaluation pursuant to Section 12.4 may not request a review under this Section.

12.6.3 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.

12.6.4 Requests for review received by the dean outside the time limits in Section 12.6.1 may not be considered. If the initial review request was filed in a timely manner, the timelines in Section 12.6.1 may be extended by mutual agreement of the parties.

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

12.7 Post PHP 2 Evaluation

If a PHP 2 member's evaluations are consistently poor, a mandatory meeting with the Dean is required before additional courses are offered.

12.8 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.

12.9 PHP Seniority

Once an individual is placed into the PHP, the dean shall assign adjunct professors on the basis of seniority (as determined by the date of entrance to the PHP) and established competence. However, no adjunct professor has an exclusive right to teach a particular course, or be entitled to a particular schedule or class location.

12.10 Re-employment of PHP and PHP 2 Members

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:

A.

1. The course(s) to which the adjunct professor has been assigned has been changed substantively; or
2. The teaching effectiveness of the adjunct professor has declined as determined by the University in its sole discretion; or
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.
4. The adjunct professor's behavior is unprofessional and disruptive to the Department, College or University.
5. Failure to implement and support the learning objectives and outcomes defined by the department / program and college.

B.

The University may make a good faith effort to meet with and discuss non-re-employment based on 12.10 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.

- C. PHP or PHP 2 professors who are not reappointed pursuant to 12.10.1 above may be reassigned to teach another course if the dean deems them competent and qualified.
- D. PHP or PHP 2 professors who are not reappointed pursuant to 12.10.3 above may be given an opportunity to improve or meet new qualifications.

12.11 Preferred Hiring Pool 2 (PHP 2)

PHP 2 candidates 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, 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.

12.12 Re-Application for PHP 2

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

ARTICLE 13

Evaluation

13.1 Conducting Evaluations

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

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

13.1.2 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

- a) 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.
- b) 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.

- c) Appropriate Administrator. The term “appropriate administrator” as used in this Article means the administrator to whom the adjunct professor is routinely accountable, or the administrator designated by the Vice President for Academic Affairs to act pursuant to this Article.
- d) Respond and File. The terms “file” and “respond” as used in this Article mean personal delivery or deposit in the U.S. Mail or Campus Mail. The calendar date of receipt shall establish the date of filing or response.

Level 1

14.2 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.

14.3 Grievance Precedents

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

Level 2

14.4 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 clearly and concisely on a grievance form provided by the University:

- a) The grievant’s name, department or equivalent unit, and signature;
- b) The provision(s) of the Agreement alleged to have been violated;
- c) A detailed description of the basis for the grievance including names, dates, places, and times;
- d) A proposed remedy;
- e) The name of the representative, if any; and,

f) The date of filing.

14.5 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.

Level 3

14.6 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.

Grievance Panel

14.7 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.

14.8 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.

14.9 Standard of Review

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

14.10 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.

14.11 Consideration of Materials

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

14.12 Panel Confidentiality

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

14.13 Decision by Majority Vote Only

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

14.14 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.

14.15 Discharge of Panel Duties

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

14.16 Written Response

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

14.17 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.

14.18 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.

14.19 Grievance Ineligibility

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

Level 4

Arbitration

14.20 Panel Impasse

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

14.21 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.

14.22 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.

14.23 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.

14.24 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.

14.25 Nullification of Grievance

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

14.26 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.

14.27 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.

14.28 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:

a) 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.

b) 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.

c) 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.

d) 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.

e) 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.

f) Violation of Agreement

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

14.29 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.

14.30 Copies of Award

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

14.31 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.

14.32 Expedited Rules

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

General Provisions

14.33 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.

14.34 Extension of Time Limits

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

14.35 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.

14.36 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.

14.37 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.

14.38 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.

14.39 Consolidation of Grievances

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

14.40 No Awards of Permanent Status

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

14.41 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.

14.42 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.

14.43 Compliance While Pending Final Disposition

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

14.44 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:

- a) The safety of persons or property.
- b) The disruption of programs and/or operations.

15.2. Discharge

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

- a) Criminal activity
- b) Conduct detrimental to the reputation of the University

15.3 Notification

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

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 Harassment

17.1 Statement of Policy

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.

17.2 Faculty Relationships

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

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.

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 and committed and prior relationship.

When a complaint is made the Dean shall first meet with the accused adjunct professor and discuss the complaint.

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.

ARTICLE 18

Adjunct Professor Pay

18.1 Pay Policy

- a) Adjunct professors shall be assigned an appropriate rate of pay by the University.
- b) The salary schedule for adjunct professors shall be based on a per unit minimum pay rate.

18.2 Pay Rate Schedule September 1, 2014-August 30, 2015

Effective September 1, 2014, the per unit minimum pay rate schedule for adjunct professors is the following:

- a) The adjunct professor non-preferred hiring pool per unit minimum pay rate is \$1,753.
- b) The adjunct professor preferred hiring pool per unit minimum pay rate is \$2,122.
- c) The adjunct professor preferred hiring pool 2 per unit minimum pay rate is \$2,546.

18.3 Pay Rate Schedule September 1, 2015-August 30, 2016

Effective September 1, 2015, the per unit minimum pay rate schedule for adjunct professors is the following:

- a) The adjunct professor non-preferred hiring pool per unit minimum pay rate is \$1,806.
- b) The adjunct professor preferred hiring pool per unit minimum pay rate is \$2,186.
- c) The adjunct professor preferred hiring pool 2 per unit minimum pay rate is \$2,610.

18.4 Pay Rate Schedule September 1, 2016-August 30, 2017

Effective September 1, 2016, the per unit minimum pay rate schedule for adjunct professors is the following:

- a) The adjunct professor non-preferred hiring pool per unit minimum pay rate shall increase at the same percentage as the USFFA across the board increase.
- b) The adjunct professor preferred hiring pool per unit minimum pay rate shall increase at the same percentage as the USFFA across the board increase.
- c) The adjunct professor preferred hiring pool 2 per unit minimum pay rate shall increase .5% less than the non-php and php across the board increase.

18.5 Pay Rate Schedule September 1, 2017-August 30, 2018

Effective September 1, 2017, the per unit minimum pay rate schedule for adjunct professors is the following:

- a) The adjunct professor non-preferred hiring pool per unit minimum pay rate shall increase at the same percentage as the USFFA across the board increase.
- b) The adjunct professor preferred hiring pool per unit minimum pay rate shall increase at the same percentage as the USFFA across the board increase.
- c) The adjunct professor preferred hiring pool 2 per unit minimum pay rate shall increase .5% less than the non-php and php across the board increase.

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 Adjunct professors shall be compensated for assigned directed study teaching at the Directed Study Rate as described below:

0.10 multiplied by the appropriate per unit minimum pay rate, the product of which is multiplied by the total number of units taught, and the number of students taught.
[Example: 0.10 (774.) X 3 units X 3 students = \$697.]

18.9 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.

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:

- a) 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.
- b) 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.
- c) All tuition remission recipients will be subject to the University's tuition remission policies and procedures.
- d) 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.
- e) Continuing Education Units (CEU), special programs, audited classes, or courses not taught by University faculty are not subject to tuition remission.
- f) 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.
- g) 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.
- h) 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

- A. The University shall provide to adjunct professors in the PHP \$35,000 term life/accidental death and dismemberment insurance during their period of employment.
- B. Effective January 1, 2017, the University shall provide to adjunct professors in the PHP \$40,000 term life/accidental death and dismemberment insurance during their period of employment.

20.2 Kaiser Health Care Coverage.

- a) The University shall provide an opportunity for up to one hundred and fifty-five (155) members of the PHP to purchase health care coverage through the University Kaiser Plan. The Association determines who is eligible to receive a slot for the six month period and maintains a waiting list if necessary. If spots are available, non-PHP members with one year of employment who have taught sixteen (16) units at USF are eligible to apply.
- b) The University shall contribute an amount towards health care during such semesters when PHP adjunct professors who select this option are assigned to teach by the University. Recipients must earn a monthly salary that is enough to cover the employee portion of the medication deduction. To be eligible, adjunct faculty must be teaching during the semester they are requesting healthcare coverage for (Fall and Spring).
- c) Recipients must have 3 paychecks paid in the months of October, November and December for the fall semester and March, April and May for the spring semester. Deductions for coverage are doubled in order to cover employee contributions for 6 months of coverage (September-February for fall and March-August for spring).
- d) Issues pertaining to health care coverage shall not be subject to arbitration.
- e) Association member's premium share will increase or decrease proportionately based upon vendor increases or decreases, if any, up to a maximum increase of 18% for Kaiser.

Monthly Employee Contribution (effective January 1, 2016 through December 31, 2016).

New Kaiser "U" Plan	
One person	\$121.00
Two party	\$276.00
Three+ party	\$345.00

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 (6:00 AM through 6:00 PM). Part-time faculty shall pay a normal drop-in fee established by the University after 6:00 PM.

ARTICLE 21

Retirement Plan

21.1 Retirement Plan

Only 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

Effective January 1, 2014, 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 October 1, 2015, the University shall provide \$90,000 to the Teaching Development Fund for distribution.

- 22.9.2** No later than October 1, 2016, the University shall provide \$90,000 to the Teaching Development Fund for distribution.
- 22.9.3** No later than October 1, 2017, the University shall provide \$90,000 to the Teaching Development Fund for distribution.
- 22.9.4** Teaching Development Funds will be administered by the University Administration with input from the Deans.
- 22.9.5** 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.
- 22.9.6** Application under the Teaching Development Fund shall be made to the Dean. The application must clearly explain how such funds will be used. A copy of the application shall be forwarded to the Association.
- 22.9.7** 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.
- 22.9.8** The decision of the University in the award of such funds shall be final.

22.10 Commuter Subsidy

- A. 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).
- B. Effective June 1, 2016, the University shall provide all commuter subsidy eligible adjuncts professors a pre-loaded commuter card June 15 with \$70.

22.11 Distinguished Adjunct Teaching Awards

The University will fund a maximum of 3 awards at \$2,000.00.

ARTICLE 23

Adherence to Law

- 23.1** A. 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.

- B. 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 24

Joint Committee

- 24.1** A small joint committee of faculty and administrators shall be established by the Provost. This joint committee shall not be utilized or construed to usurp any management rights exercised by the University.

The joint committee shall discuss guidelines for a handbook covering adjunct professors. It is recognized that different schools may have varying provisions covering part-time faculty. All recommendations shall be made to the Provost.

- 24.2** Joint Committee - SOM PHP Guidelines

A small joint committee of School of Management faculty and administrators is charged with examining PHP and PHP 2 options under AACSB accreditation guidelines.

This joint committee shall not be utilized or construed to usurp any management rights exercised by the University.

There shall be 6 members (3 USFFA-PT, 3 Administration). A recommendation will be submitted to the Chief Negotiators by April 15, 2016.

- 24.3** Joint Committee - Directed Study (College of Arts and Sciences)

A small joint committee of College of Arts and Sciences Associate Deans and USFFA-PT Policy Board Members will examine Directed Study compensation and structure.

This joint committee shall not be utilized or construed to usurp any management rights exercised by the University.

There shall be 4 members (2 USFFA-PT, 2 Administration). A recommendation will be submitted to the Chief Negotiators by April 15, 2016.

ARTICLE 25

Duration of Agreement

- 25.1** a) This Agreement, together with all provisions set forth herein, shall become effective on July 1, 2015 and shall continue in full force and effect through and including June 30, 2020 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.
- b) 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.
- c) 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.
- d) 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.

In addition to the above, the following apply to reopener negotiations which occur through June 30, 2018:

1. The following economic articles shall expire on June 30, 2018: Articles 18, 19, 20, 21, and 22.9. No other articles shall be considered economic.
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, 2018 of the specific article(s) which should be reopened), the Article shall be extended without change until June 30, 2020.

ARTICLE 26

Renegotiation of Economic Terms Upon Change in Student Enrollment

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