

**COLLECTIVE BARGAINING AGREEMENT**

**BY AND BETWEEN  
ANTIOCH UNIVERSITY**

**AND**

**SEIU LOCAL 925**

**July 1, 2019 – June 30, 2021**

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## **PREAMBLE**

Antioch University Seattle (the “University”) and the Service Employees International Union Local 925, CTW, CLC (the “Union”) (collectively, the “Parties”) agree as follows:

### **ARTICLE 1 - RECOGNITION AND BARGAINING UNIT DESCRIPTION**

1.1. The University recognizes the Union as the sole and exclusive collective bargaining representative of faculty members in the following bargaining unit:

All full-time and regular part-time faculty, including core, teaching, clinical, public service, research, administrative, academic unit heads, affiliate, and adjunct faculty employed by the University at its Seattle, Washington campus; excluding administrators, deans, and clinic managers, regardless of additional teaching responsibilities or contract type; non-faculty staff, non-administrative staff who are not compensated additionally for teaching, and all other employees, guards, managers, and supervisors as defined in the National Labor Relations Act.

### **ARTICLE 2 - ACADEMIC FREEDOM**

2.1. The University has adopted a policy on Academic Freedom, drawn from the 1940 Statement of Principles promulgated by the American Association of University Professors. The current version of the University’s policy is attached as Appendix A.

### **ARTICLE 3 - SHARED GOVERNANCE**

3.1. The Parties recognize the University’s long record of shared governance through which the faculty historically have provided recommendations to administrators and the Chancellor on matters of academic policy. The Parties support the principle of shared governance and the Antioch University Seattle’s faculty governance structures, including the Faculty Leadership Team and the Faculty Assembly.

3.2. As the faculty’s exclusive bargaining representative, the Union is responsible for representing the bargaining unit’s interests with respect to wages, benefits and working conditions, including the provisions of this Agreement.

3.3. The University’s shared governance systems provide faculty recommendations to the University on matters including:

- 3.3.1. University policies regarding program and curriculum development, student evaluations, and other issues of academic standards;
- 3.3.2. University policies regarding the admission, retention, and graduation of students;
- 3.3.3. University policies regarding the granting of degrees and awards for all students; and

- 3.3.4. Priorities for faculty hiring and the standards and policies used in identifying successful applicants.
- 3.3.5. The University may also solicit faculty input from its shared governance systems into policies, practices or decisions that do not affect wages, benefits and working conditions of bargaining unit faculty, including those matters described as management rights in Article 6.

3.4. Through shared governance and internal University structures established and maintained in accord with University policies, faculty at AUS and other Antioch University campuses have responsibility for the academic quality of the curriculum, including its development, implementation, currency and relevance, as well as for the assessment of student learning.

#### **ARTICLE 4 - PROFESSIONAL RESPONSIBILITIES**

4.1. Faculty members in the bargaining unit, guided by a deep conviction of the worth and dignity of the advancement of knowledge, shall recognize that academic responsibility implies faithful performance of professional duties and obligations. Their primary responsibility to their subject is to seek and state the truth as they see it. To this end faculty members shall devote their energies to developing and improving their scholarly competence. They have an obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. They shall practice intellectual honesty.

4.2. As teachers, faculty members shall encourage the free pursuit of learning in their students. They shall hold before them the best scholarly and ethical standards of their discipline. Faculty members shall demonstrate respect for students as individuals and adhere to the faculty members' proper roles as intellectual guides and counselors. Faculty members shall make every reasonable effort to foster honest academic conduct and ensure that their evaluations of students reflect each student's true merit. They shall not participate in or condone any exploitation, harassment, coercion, or discriminatory treatment of students. They shall acknowledge significant academic or scholarly assistance from students. Faculty members shall respect the confidential nature of the relationship between faculty and students, consistent with FERPA, HIPPA and other federal guidelines, and shall not disclose information about students obtained in the course of their work as faculty unless disclosure serves a compelling professional purpose or is required by law. Further, faculty members shall not enter into personal relationships with students that hinder any student's academic progress or create a situation in which any student is either favored or negatively impacted on grounds other than academic performance.

4.3. As colleagues, faculty members have obligations that derive from common membership in the community of scholars. Faculty members shall not discriminate against or harass colleagues. They shall respect and defend the free inquiry of associates. In the exchange of criticism and ideas, faculty members shall show due respect for the opinions of others. Faculty members shall strive to be objective in their professional judgment of colleagues.

4.4. In making public statements – including the exercise of their right to responsible dissent on matters of institutional policy or educational philosophy – faculty members have an

obligation to be accurate, to exercise appropriate restraint, to show respect for the opinions of others, and to make every effort to indicate that they are not speaking for the University.

4.5. Faculty members shall accept their share of faculty responsibilities in the academic governance of the University.

## **ARTICLE 5 - UNION RIGHTS**

5.1. Union staff shall have reasonable access to the University's facilities for the transaction of necessary Union business relating to this Agreement, so long as there is no actual or attempted disruption of normal business and classroom activities. The Union agrees to comply with all University regulations and policies regarding the use of University facilities, including following proper procedures for reserving meeting rooms.

5.2. The Union shall have access to space on campus for the purpose of conducting Union meetings, subject to University procedures regarding reservation and use of space. Requests to reserve space will make clear that the purpose is for a Union meeting.

5.3. Each year, the Union shall provide a list of those faculty who will represent the bargaining unit in the adjustment of grievances, the processing of any disciplinary appeals, and in meetings with a grievant or University representative, as well as in attending to other matters relating to the administration of this Agreement. Such list will be periodically updated as needed.

5.4. As part of the new hire orientation process, the University will inform all faculty members newly hired into a position included in the bargaining unit of the Union's exclusive recognition, and of the location where an electronic copy of this Agreement can be viewed and/or downloaded. At its election, the Union may supply to the University written materials regarding Union representation to be supplied to newly-hired bargaining unit members.

5.5. The University will make available for use by the Union space on a University-supplied bulletin board in an area accessible by faculty. Material posted on the designated bulletin board space will be appropriate to the workplace, politically non-partisan, and identified as Union literature. The Union will not post Union communications in other public locations on campus.

5.6. The Union shall have the right to use the faculty mail boxes and e-mail to notify bargaining unit members about Union activities, provided any notices distributed electronically comply with applicable University policies. Such mailings shall be identified as to source.

5.7. Consistent with University policy, any search committee established for the hiring of a President, Chief Academic Officer or Associate Provost for the Seattle campus will include faculty representation. There shall be a minimum of two (2) faculty representatives on such committees, who will be chosen by the faculty.

5.8. The Union shall be furnished with a copy of publicly available agendas and minutes associated with meetings of the Antioch University Board of Governors, to the extent that such documents are not posted on a publicly available internet site.

5.9. The Union will be permitted to select one (1) faculty member to participate on the University's Budget Advisory Working Group or its equivalent.

## **ARTICLE 6 - MANAGEMENT RIGHTS**

- 6.1. Retention of Management Rights. The University reserves the right to manage its affairs in accord with its lawful mandate, and retains all management powers and authority not specifically abridged, delegated or modified by the terms of this Agreement.
- 6.2. Examples of Management Rights. The sole and exclusive rights of the University include, but are not limited to, the rights to:
- 6.2.1. Plan, direct and control all operations and services of the University, including its mission, budget, strategic direction, service levels, staffing levels and resource requirements;
  - 6.2.2. Develop, interpret, amend and enforce written policies (applicable to all campuses), procedures, and rules governing the University and the workplace;
  - 6.2.3. Determine the methods, means, and organization by which University operations and services shall be undertaken and accomplished;
  - 6.2.4. Discipline or discharge faculty members during the term of their appointment for just cause;
  - 6.2.5. Assign work in a manner consistent with this Agreement;
  - 6.2.6. Schedule courses and alter course schedules;
  - 6.2.7. Establish the duties and responsibilities of faculty and other employees;
  - 6.2.8. Establish and implement policies and procedures for evaluating the performance of faculty consistent with this Agreement;
  - 6.2.9. Establish, modify, and manage the University's programs and offerings;
  - 6.2.10. Determine the kind and location of facilities and equipment, and install, maintain, remove and retire such facilities or equipment;
  - 6.2.11. Plan and implement any reductions in force, including the determination of the reason for any reduction in force and the identification of the specific position(s) affected by a reduction in force;
  - 6.2.12. Recruit, hire and promote faculty based on standards established by the University; and
  - 6.2.13. Perform all other functions that do not conflict with this Agreement.

## ARTICLE 7 - FACULTY CLASSIFICATIONS

7.1. Full-time Faculty Appointments. Faculty who are hired to work at 75% or more of a standard faculty workload are considered full-time. Full-time faculty are eligible for insurance benefits in accord with University policy and the Agreement.

- 7.1.1. Core Faculty. Core faculty members are employees hired normally on a full-time basis, who have responsibility in all four areas of faculty engagement including student learning, scholarship, institutional citizenship and service in a manner prescribed by the University and its officers. Core faculty members are always hired through a search process, according to University search procedures, and must hold a degree in the discipline or field(s) appropriate to the position for which they are hired at no less than the level recommended by the regional accrediting body. Exceptions may occasionally be made to the above educational requirements for experience or for those who are nearing completion of their degree, provided there is an approved plan for completion. Core faculty members are eligible for three-year rolling employment contracts, in accord with University policy, after successfully completing the initial appointment period of two (2) two-year terms (unless their consideration is accelerated as allowed by policy). Core faculty members whose contracts are not being renewed receive notice of non-renewal in accord with University policy. Except as provided in Section 9.3, Core faculty members will be issued employment contracts that provide for three (3) academic quarters of active teaching and campus service and the equivalent of one (1) quarter of unscheduled time. No active campus service or teaching will be required during an unscheduled quarter.
- 7.1.2. Academic Unit Head. The role of academic unit head (or “chair”) is a Core faculty appointment as defined in Section 7.1.1. In addition, the chair has specialized programmatic and administrative responsibilities as defined in the chair job description. The chair has primary responsibility for academic leadership within a program of study. As a Core faculty appointment, the chair’s workload is expected to include all four (4) categories of Core faculty work, but the chair’s workload will necessarily involve a different percentage of expected participation in the four (4) categories of core faculty work to accommodate the chair responsibilities.
- 7.1.3. Associate Chair. When appropriate to meet program needs, a faculty member may be assigned to serve as an associate chair. The associate chair fulfills special duties assigned by the chair to assist in administration and programmatic tasks. The chair maintains leadership for the program.
- 7.1.4. Teaching and Clinical Faculty. Teaching and Clinical faculty members are appointed to fixed-term contracts of one (1) academic year, a twelve (12) month period that meets program needs, or two (2) years when needed for accreditation purposes. Teaching and Clinical faculty are responsible for a specific set of responsibilities during their term of employment, drawn from the four (4) areas of Core faculty workload and delineated in the offer letter. Teaching and

Clinical faculty members are eligible for multi-year contracts as stipulated above, and their contracts expire by their terms at the end of an academic year. Successful completion of an annual contract does not create an entitlement to an additional contract. Teaching and Clinical faculty are not subject to the notice of nonrenewal as specified in the University's non-renewal policy. Except as provided in Section 9.3, annually-contracted faculty members will be issued employment contracts that provide for three (3) academic quarters of active teaching and campus service.

- 7.1.5. Visiting Faculty. Visiting faculty members are appointed from time to time to meet specific program or campus needs. Visiting appointments shall not exceed one year, but may be renewed or extended in rare circumstances. Visiting faculty members whose wages and benefits are not provided by a home institution or other source will receive compensation and benefits consistent with Teaching faculty positions.
- 7.1.6. Directors of Concentration and/or Certificate Programs. The director role of a concentration program is a Core or Teaching Faculty appointment as defined in section 7.1.1 and 7.1.4. The director has specialized programmatic and administrative responsibilities as defined in the director of concentration job description. The director has the primary responsibility for academic leadership within the concentration and/or certificate program of study and reports to the academic unit head for the program in which the concentration is embedded.

7.2. Part-time Faculty Appointments. Part-time faculty are hired to work at less than 75% of a standard, non-core faculty workload. Part-time faculty will receive benefits to the extent specified in this Agreement, and may be eligible for inclusion in the faculty retirement plan if they meet plan and ERISA eligibility requirements.

- 7.2.1. Affiliate Faculty. Affiliate Faculty members are annually contracted to teach at a percentage of Teaching Faculty pay for a specified number of course credits, perform additional defined tasks related to student learning (e.g., advising), and perform routine departmental/program responsibilities as delineated in their offer letter. Additional instruction or other assigned tasks in excess of the workload defined in the offer letter will be compensated based upon credits or equivalency. Affiliate faculty members' contracts expire by their terms at the end of an academic year. Affiliate faculty will be notified of renewal or non-renewal on the same timeline that the University issues offer letters to full-time faculty.
- 7.2.2. Senior Lecturer. Adjunct Faculty members who have taught at least six (6) courses at the University, have had assignments during at least three (3) academic years, and who have demonstrated excellence as determined through a substantive review of the faculty member's cumulative performance conducted by the academic unit head may, upon approval by the Chief Academic Officer of the Seattle campus (the "CAO"), be appointed a Senior Lecturer. Senior Lecturers receive a fixed-term contract of up to one (1) academic year. Adjunct



faculty who meet the experience requirements may apply for Senior Lecturer status by submitting to the academic unit head a portfolio including syllabi, links to course evaluations, a letter of recommendation from the faculty member's faculty liaison, and a current CV. Applications submitted by the end of week five of the quarter will be considered during the quarter submitted. If granted, Senior Lecturer status will take effect the following quarter.

- 7.2.3. Adjunct Faculty. Adjunct faculty members are hired to teach scheduled courses during a specified academic term

## **ARTICLE 8 - FACULTY EVALUATIONS**

- 8.1. Expectations of course content and materials, teaching methodologies, use of technologies, and academic and professional standards shall be provided to the faculty member in writing before the beginning of any courses taught.
- 8.2. Student evaluations shall be undertaken for purposes of faculty evaluation:
- 8.2.1. Student evaluations will be conducted at approximately the mid-point and at the conclusion of each course, each academic term. Evaluation forms will be made available to all faculty members electronically before courses begin in a given quarter. Whether to conduct student evaluations for independent study, dissertation, or similar courses will be at the discretion of the Faculty member, in conversation with the student. Faculty members who believe that the number of students in their class is too small to justify a numerical rating may request that students provide narrative evaluations rather than ratings on a numerical rating basis.
- 8.2.2. Mid-point evaluations will be made available to the faculty immediately upon completion by students. Mid-point evaluations are used by the instructor for course correction purposes.
- 8.2.3. Faculty members shall cooperate with the appropriate academic administrators to facilitate the student evaluation process. Students will be given the opportunity to complete final course evaluations before receiving their final assessments. Student course evaluations and/or narratives shall be made available to the faculty member after, but within three (3) weeks of, final grades and narrative assessments. The course evaluations will not include names or any identifying information of the student.
- 8.2.4. University-approved course evaluation processes and forms will be used for student evaluations. Academic programs may use different course evaluation forms, provided they have been approved by Academic Council and are consistent with University guidelines.

- 8.2.5. Faculty members shall have the right to submit additional questions in order to address issues that are specific to the department, program, or course, consistent with University guidelines.
  - 8.2.6. Faculty members may, if they choose, submit a written response to the student evaluations. The written response will be submitted to the academic unit head and will be taken into consideration by the department in the context of performance review.
  - 8.2.7. Student feedback will not be used as the sole basis to evaluate a faculty member's performance.
- 8.3. Classroom observation(s) is a valuable part of faculty evaluation.
- 8.3.1. The initial observation of any faculty will be conducted by the academic unit head. A delegate may perform the initial observation with the consent of both the academic unit head and the faculty member.
  - 8.3.2. After the initial classroom observation and for all subsequent evaluations, each faculty member will coordinate with their respective academic unit head in identifying an evaluator who has training and experience appropriate to evaluate the faculty member.
  - 8.3.3. The faculty member will identify instructional sessions in which the presence of the evaluator will not be detrimental to or compromise the students' educational experience. The time and date of the observation shall be designated in advance by mutual agreement between the evaluator and the faculty member. The faculty member is responsible for informing the academic unit head of the agreed-upon schedule prior to the observation taking place.
  - 8.3.4. Classroom observation(s) shall be conducted during a period in which instruction is taking place, and for a duration of time reasonably necessary to observe a faculty member's teaching skills and methodologies.
  - 8.3.5. The evaluator will prepare a written evaluation report within a four (4) week period of time after the classroom observation, and submit a copy of the evaluation to the academic unit head and the faculty member. Upon request of the faculty member or the evaluator, the evaluator will meet with the faculty member in a timely manner to discuss the evaluation. Faculty members are free to add their own comments about the observation summary.
  - 8.3.6. A faculty member may appeal the written report in writing within three (3) weeks of the faculty member's receipt of the evaluation and submit it to the evaluator and academic unit head. The evaluator shall review the appeal with the faculty member and decide whether to maintain the original evaluation, modify the evaluation, or require a new evaluation. Any changes to the original evaluation will be provided to the academic unit head and the faculty member.

In any event, the faculty member's written response shall be maintained as part of the evaluation materials.

- 8.3.7. The faculty member may request one (1) additional classroom observation by a different member of the faculty, and such request shall not be unreasonably denied.

8.4. Evaluation of Core Faculty

- 8.4.1. Core Faculty are evaluated on: Engagement in Student Learning, Institutional Citizenship, Service to the Community, and Scholarship.

8.4.2. Annual Evaluation of Core Faculty.

- a. Core faculty will be evaluated annually. This annual evaluation will include (1) a self-evaluation (including an update of engagement in student learning, scholarship, community engagement and institutional citizenship); (2) an evaluation by a supervisor; and (3) a meeting between the faculty member, academic unit head and CAO (or designee). For evaluations of Core faculty who are chairs or associate chairs, the meeting will include the CAO and Associate Provost.
- b. The academic unit head coordinates the documentation for the regular annual evaluation of Core faculty members and submits the documentation to the CAO for final approval.

8.4.3. Comprehensive Evaluation of Core Faculty

- a. In the Spring Quarter of the Core faculty member's provisional term(s), the faculty member shall undergo a comprehensive evaluation. After the provisional period is complete, Core faculty shall undergo a comprehensive evaluation every fifth year. Deadlines for the steps in the comprehensive evaluation processes will be identified in the Academic Calendar maintained by the CAO.
- b. The comprehensive evaluation committees will be formed by the end of Fall Quarter. They will consist of two (2) or three (3) faculty members and the academic unit head. Faculty members participating in comprehensive evaluation committees must be Core or annually-contracted full-time faculty members. When possible, at least two (2) of the faculty members should be Core faculty members, and at least one (1) Core faculty member should teach within the same academic unit as the faculty member being reviewed. One (1) faculty member on the committee should be selected from a program different from the one in which the faculty member subject to evaluation teaches.
- c. Participants in the comprehensive evaluation committees will be selected by the academic unit head after consulting with the faculty member.

- d. Comprehensive evaluation of faculty members will be based on a summary of student evaluations, at least one (1) classroom observation conducted since the previous comprehensive evaluation, a review of the syllabi and course materials, evidence of the faculty member's scholarship or professional/artistic or other achievements in their field, presentation of scholarly research by the faculty member, additional statements from colleagues and students, and faculty self-assessment, as well as institutional citizenship and community engagement materials. The evaluators shall give consideration to all relevant material provided by the faculty member in advance of the evaluation being prepared.

8.4.4. Before contracts are issued, annual reviews will be conducted by the academic unit head in collaboration with the Associate Provost, and comprehensive evaluation reports will be written by the review committees. All reviews will be forwarded to and finalized by the CAO. The faculty member under review will be given a copy of the report and is free to comment on the evaluation.

8.4.5. The evaluation report, as well as any comments by the core faculty member, shall become part of the faculty member's personnel file.

#### 8.5. Evaluation of Annually-Contracted (includes Two-Year Contracts) Faculty

8.5.1. Annually-contracted faculty are evaluated on their teaching and other expectations as described in their contract.

8.5.2. The academic unit head conducts the regular annual evaluation of annually-contracted (or two-year contracted) faculty and submits the evaluation to the CAO (or designee) for final approval. A copy of the final evaluation will be given to the faculty member.

8.5.3. Evaluation of annually-contracted faculty may include, but not be limited to, the following: Reviewing all student evaluations, syllabi and applicable course materials, examining assessment methods, self-evaluation, and observing teaching to evaluate teaching effectiveness.

8.5.4. A classroom observation, as described above in Section 8.3, will be conducted for all annually-contracted faculty no later than the end of the initial appointment. Subsequent classroom observations will be scheduled as needed.

#### 8.6. Evaluation of Adjunct Faculty

8.6.1. Adjunct faculty are primarily evaluated on their teaching.

8.6.2. Evaluation of Adjunct instructors will be performed according to a plan prepared by the Academic Unit Head and approved by the CAO. The plan will explain the role of classroom observation, as described in Section 8.3, in the Adjunct faculty evaluation process. Evaluations will be submitted to the CAO

(or designee) for final approval. A copy of the final evaluation will be given to the faculty member.

- 8.6.3. Evaluation of Adjunct faculty may include, but not be limited to, the following: Reviewing all student evaluations, syllabi and applicable course materials, examining assessment methods, self-evaluation, and observing teaching to evaluate teaching effectiveness.

## **ARTICLE 9 - WORKLOAD**

9.1. Core Faculty. Core faculty will be assigned an annual workload that allocates time among the four expected elements of core faculty performance: engagement in student learning; engagement in scholarship; engagement in service; and engagement in institutional citizenship. The percentage of time allocated to each element of expected performance will be determined in accord with University policy. Core faculty are generally responsible for a teaching load of twenty-four (24) credits per academic year. A teaching load of twenty-four (24) quarter credits is equivalent to 60% of a full-time workload. The annual workload will be described in an annual workload form.

9.2. Teaching, Clinical, Public Service, Research, and Administrative Faculty. Annually contracted full-time faculty will generally be assigned a workload that allocates time between engagement in student learning and institutional citizenship. The percentage of time allocated to each element of expected performance will be determined by the academic unit head, and approved by the CAO or designee.

9.3. Twelve-Month Faculty. Annually-contracted full-time faculty may be appointed to roles that require non-instructional duties throughout the calendar year, and therefore do not include a quarter of unscheduled time (examples include, but are not limited to, Campus Librarian, Director of the Writing Center, and Director of Clinical Training). Faculty filling such a role (“Twelve-Month faculty”) may teach courses as part of their workload, but teaching is not their primary responsibility. Twelve-Month faculty will be assigned a workload that allocates time to Core service responsibilities as well as engagement in student learning and institutional citizenship. Percentages of annual workload will be determined in negotiation with the faculty member and will reflect the priority of student service. In cases in which a Twelve-Month faculty member is expected to assume a teaching load, the credits will be assigned as a percentage of overall workload. Twelve-Month faculty will receive vacation and sick leave per Section 11.5. Such faculty may request allocations of workload or unscheduled time to engage in research and/or professional development. Any unscheduled time will be negotiated with the CAO and the faculty member will be responsible for arranging coverage during the unscheduled time.

9.4. Annually-Contracted Affiliate Faculty. Affiliate faculty will generally be assigned an annual workload as a percentage of a full-time Teaching faculty workload, with time allocated between engagement in student learning and institutional citizenship. The percentage of time allocated to each element of expected performance will be determined by the academic unit head, and approved by the CAO or designee using credit equivalencies in Appendix B to calculate percentages for work usually performed by Core faculty. Absent mutual agreement

between Affiliate faculty and academic unit head, and prior approval by the CAO or designee, an Affiliate faculty member will not be assigned a teaching load or other duties that exceeds twelve (12) credits per quarter. Credit equivalencies for Affiliate faculty who engage in student learning in ways other than classroom instruction will be determined by the academic unit head, subject to final approval of the CAO or designee, using the guidelines provided in Appendix B.

9.5. Credit equivalencies for faculty who engage in student learning in ways other than classroom instruction will be determined by the academic unit head, subject to final approval of the CAO or designee using the guidelines provided in Appendix B. Doctoral faculty who chair dissertation committees may use the credit associated with the committee work at any point during the dissertation process, provided that the schedule is coordinated with other program faculty and the academic unit head.

9.6. Variations in the number of credits assigned to a faculty member may be required to accommodate accreditation requirements; to address excess or insufficient enrollments; to address institutional priorities and new initiatives; or to address extensive research or service activities of the faculty member.

9.7. Upon recommendation by the academic unit head and with approval of the CAO or designee, Core and Annually Contracted faculty may be released from part of their expected responsibilities in one or more categories of expected performance to permit the faculty member to complete other work of importance to the University.

9.8. Changes to Workload. Workload for Core, annually-contracted, and Affiliate faculty shall not be changed without prior consultation with the affected faculty member, and all such changes will be memorialized in writing.

9.9. Adjunct Faculty.

9.9.1. The workload for Adjunct faculty consists of engagement in student learning through teaching and constitutes no more than 68% of a full-time workload. Total workload will be determined by the number of courses assigned. Absent prior approval by the CAO or designee, an Adjunct faculty member will not be assigned more than twelve (12) credits per quarter.

9.9.2. Adjunct faculty are required to post a course syllabus and publish the Sakai site for the course by the end of week six of the quarter preceding the quarter they are contracted to teach, unless the timing of the Adjunct faculty hiring requires an amended deadline(s).

9.9.3. Adjunct faculty, and Affiliate Faculty teaching a course as an overload, will be notified of the need to cancel a class by or before two (2) work days following the closing of late registration for the course. Such faculty will receive three hundred dollars (\$300) of the course fee for cancelled courses as compensation for producing the syllabus (which will be considered a work for hire) and completing other preparatory work.

9.10. Overload. Core, annually-contracted and Affiliate faculty may accept additional work beyond their expected workload with recommendation from the academic unit head and prior approval from the CAO. All such overload assignments will be paid in accordance with Section 12.5 and described in the faculty member's annual workload form using the guidelines provided in Appendix B. With written approval of the CAO, faculty members may be permitted to carry forward overload credit from one academic year to the next to permit the faculty member a full course release in the subsequent academic year. Absent such an agreement, all overload will be paid in the quarter it was incurred. If additional work assigned in a workload agreement makes a faculty member benefits eligible, as defined in Article 11 and measured in accord with applicable law, benefits will be applied at the time the faculty member becomes benefits eligible.

## **ARTICLE 10 - ACCESS TO SERVICES**

10.1. New faculty members will be invited to a new faculty member orientation conducted by Academic Affairs at the beginning of their first quarter of teaching, where they can be introduced to the procedures necessary to do their job. The University will appoint a faculty liaison for each course offered. The liaison will be available to provide guidance to the instructor, to receive and address student concerns, and to provide other assistance as requested.

10.2. Any written departmental purpose statements, faculty policies, guidelines or procedures, to the extent they exist, shall be made available to the faculty member before the beginning of the course, with updates as available.

10.3. If faculty members are authorized in advance by the University to purchase supplies, materials and/or software for a course, they will be promptly reimbursed (in no event later than sixty (60) days), upon submission of a receipt or other documentation of the expense as may be required by University policies and procedures.

10.4. All proposed course-related field trips must be approved in advance by the relevant department or program chair, and if approved, faculty members must abide by applicable guidelines and policies relating to such field trips. If faculty members receive written authorization to cover the costs of the approved field trip or similar expenses, they will be promptly reimbursed (in no event later than sixty (60) days), upon submission of a receipt or other documentation of the expense as may be required by University policies and procedures.

10.5. As needed to complete assigned duties, faculty members shall have access to computers with internet access, printers, photocopying, technical support and clerical/administrative support in order to prepare for classes and serve students. Annually-contracted faculty will be assigned a computer with the necessary hardware and software to perform assigned duties. The University will arrange for appropriate access to facilities for faculty who teach after normal business hours or on weekends.

10.6. Faculty members shall be provided with individual mailboxes in Academic Services.

10.7. Faculty members shall have access to email and appropriate access to the campus network two (2) quarters prior to and during the term of their appointment, including breaks within their appointment, to appropriately prepare for classes.

10.8. All faculty shall have access to workspace on campus to prepare for class, meet with and advise students, including private space when necessary. Annually-contracted faculty will have access to an assigned, secure storage space on campus for files, materials, books, and personal belongings, and a direct phone number.

10.9. Home Office Space. All Core and annually-contracted full-time faculty will receive a one-time \$500 set-up and a \$250 annual allowance for establishing and maintaining a home office. Affiliate faculty will receive a prorated share of the annual allowance (based on contracted FTE).

10.10. Faculty members shall have access to library services as required prior to an appointment, and for the term of their appointment (including breaks between quarters during their appointments), to the extent permitted by the University's licensure arrangements.

10.11. Core and annually-contracted full-time faculty will be provided an \$80 monthly transportation allowance. Affiliate faculty will receive a prorated allowance per their percentage of FTE or \$25 monthly, whichever is greater. Part-time and Adjunct faculty will be provided a \$25 monthly transportation allowance each month in which they are teaching.

10.12. Faculty required to travel to another instructional location shall be reimbursed transportation and accommodation expenses, and mileage for travel beyond sixty (60) miles from their assigned campus. A primary campus will be assigned in their employment contract.

## **ARTICLE 11 - BENEFITS**

11.1. All annually-contracted employees with 0.75 FTE or greater are eligible for employee benefits, including but not limited to Health Insurance, Vision and Dental Insurance, Retirement Plans, Tuition Remissions, Life and Accidental Death Insurance, Short-Term Disability, and Long-Term Disability Insurance. Unless otherwise provided below, benefits will be provided and applied per University policy.

11.2. Health Insurance.

11.2.1. National Plans. The University will offer to faculty members the same national health insurance plans it offers to faculty members at its other campuses (the Anthem plans in 2019). In the event that the University makes changes to the plans offered, the benefits or other provisions of the plans, and/or the insurance providers, it will provide notice to the Union and to employees of the changes.

11.2.2. AUS Plans. The University will form a committee consisting of up to three (3) faculty members selected by the Union and three (3) management representatives which will evaluate providers and plans for AUS faculty and non-represented staff, and make recommendations for any changes to the plans or providers. Plans recommended by the committee must be available to the University, provide coverage to faculty and non-represented staff, be cost-effective in price, meet all requirements of the Affordable Care Act ("ACA"), and be priced/structured so that they do not trigger excise taxes or penalties



under the ACA. In the event that the University does not accept the recommendation of the committee, it will notify the Union and, if requested, bargain regarding the decision to change Seattle-specific health insurance plans or providers.

11.2.3. Premiums. During the term of this Agreement, the University will contribute to each eligible faculty member's choice of medical plans an amount equal to 92.0% of premium cost for employee-only coverage under the Anthem PPO plan (or its replacement). Faculty members are responsible for paying the difference between the University's contribution and the cost of the plan they choose, including optional dependent coverage.

11.3. Retirement Plans. The University will provide all eligible employees with retirement benefits through the University's plan, currently with TIAA. Monthly contributions will be made by the University and will be set at six percent (6%) of faculty member's salary; faculty members may make additional voluntary contributions in accord with plan requirements. In the event that the University proposes to change the contribution rate for University faculty during the term of this Agreement, it will provide notice to the Union and, if requested, bargain with the Union prior to making any change to the contribution for faculty covered by this Agreement.

11.4. Tuition Remission. Faculty are eligible to participate in the University's Tuition Remission program. The program provides tuition remission at Antioch University facilities for faculty and their dependents. Remission may be partial or total, depending on the course of study and program location. Eligibility, benefit levels and conditions of participation will be administered in accord with the provisions of University Policy 4.707.

11.5. Paid Leave Benefits for Twelve-Month Faculty. The paid leave benefits below are credited and eligible for use at the end of the month in which they are earned; provided that, with approval of the CAO or designee, Twelve-Month faculty may be permitted to use vacation prior to its accrual up to a maximum of five (5) days. The accrual rates are for full-time employees; employees working less than full-time accrue a prorated amount of leave based on their contracted FTE. Paid leave does not accrue during any period of unpaid leave, workers' compensation leave or short-term disability leave.

11.5.1. Paid Sick Leave. Twelve-Month faculty will accrue twelve (12) paid sick days per year. Employees are permitted to accumulate unused sick leave from one year to the next up to a total of sixty-five (65) days. Sick leave may be used for those purposes, and in accord with the procedures, provided by University policy.

11.5.2. Vacation. Twelve-Month faculty begin accruing vacation time at their most recent date of hire and accrue a fraction of their annual entitlement for each completed pay period. The accrual rate for employees with zero to five (0-5) years of employment is fifteen (15) days per year (or 1.25 days/month); the accrual rate for employees with six (6) or more years employment is twenty (20) days per year (or 1.666 days/month). Employees can accrue up to a maximum of one and one-quarter (1.25) times their annual rate of accrual (e.g., a faculty

with six or more years of service may accumulate a maximum of twenty-five (25) days). The scheduling of vacation time must be approved by the employee's supervisor and will not be unreasonably denied. Upon separation from employment, Twelve-Month faculty will be paid at their then-current rate of pay for any accrued but unused vacation leave. The value of any used but unearned vacation will be deducted from the faculty member's final paycheck or, if the paycheck is insufficient, collected from the faculty member at the time of separation.

## ARTICLE 12 - COMPENSATION

12.1. As of the effective date of this Agreement, the wage rates for all faculty will be as follows. These rates will be applied retroactively to July 1, 2019:

- 12.1.1. All Core, annually-contracted full-time and Affiliate faculty (who are rehired from the 2018-19 academic year) will receive a 3.0% increase to their base salaries.
- 12.1.2. Core PsyD/PhD doctoral faculty will receive an additional salary increase as required to ensure that their salary is at least 3.5% above the minimum core faculty rates established in Section 12.1.4 below.
- 12.1.3. The Adjunct faculty per-credit wage rates will be as described in Appendix C.
- 12.1.4. Minimum Core Faculty Salaries. The University will determine the salary for newly-hired Core faculty members, provided that no Core faculty member will be hired at an annual salary of less than \$63,345. Core faculty who have successfully completed their initial appointment period(s) and have been offered a three-year rolling contract will receive a salary of at least \$66,435.
- 12.1.5. Minimum Teaching, Clinical and Affiliate Faculty Salaries. The University will determine the salary for newly hired Teaching, Clinical and Affiliate faculty members (*e.g.*, not a faculty member the preceding academic year), provided that no such faculty member will be hired at an annual salary of less than \$56,650 (prorated for Affiliate faculty).

12.2. Effective July 1, 2020:

- 12.2.1. All Core, annually-contracted full-time and Affiliate faculty (who are rehired from the 2018-19 academic year) will receive a 2.0% increase to their base salaries.
- 12.2.2. The Adjunct faculty per-credit wage rates will be as described in Appendix C.
- 12.2.3. Minimum Core Faculty Salaries. The University will determine the salary for newly-hired Core faculty members, provided that no Core faculty member will be hired at an annual salary of less than \$64,612. Core faculty who have

successfully completed their initial appointment period(s) and have been offered a three-year rolling contract will receive a salary of at least \$67,764.

12.2.4. Minimum Teaching, Clinical and Affiliate Faculty Salaries. The University will determine the salary for newly hired Teaching, Clinical and Affiliate faculty members (*e.g.*, not a faculty member the preceding academic year), provided that no such faculty member will be hired at an annual salary of less than \$57,783 (prorated for Affiliate faculty).

12.3. Senior Lecturers. Those Adjunct faculty members who are appointed the title of Senior Lecturer will receive a per-credit wage rate that is 10% higher than the applicable Adjunct rates.

12.4. Affiliate Faculty PhD Stipend. Those Affiliate Faculty who hold a PhD will receive an annual stipend of \$250 per year.

12.5. Overload. Faculty who are given an overload assignment will be paid at the appropriate Adjunct rate of pay, except for those assignments that have an alternative established compensation rate.

12.6. Course Cancellation/Proration for Adjunct Faculty and Senior Lecturers. Except for those courses with a lower cap, the University may cancel or convert to guided study any course with fewer than ten (10) students. Adjunct faculty (and Affiliate Faculty teaching an overload) will receive compensation for a cancelled course as provided in Section 9.11. Adjunct faculty and Senior Lecturers will receive full pay for any course that is permitted to run with eight (8) or more students. Adjunct faculty and Senior Lecturers will be given the option to accept a prorated portion of the normal payment for any course that is offered with fewer than eight (8) students, and will be offered the option to teach any course converted to guided study at the applicable per student guided study rate.

12.7. Academic Unit Heads. The University will provide an annual stipend of \$10,000 to a faculty member assigned as an academic unit head. Effective for the 2019-2020 academic year, the University will provide an annual stipend of \$3500 to a faculty member assigned as an associate academic unit head. In the event that the role of academic unit head or associate unit head is shared between two (2) or more faculty, the stipend will be divided between those sharing the role on a basis that reflects the percentage of responsibility performed by each faculty member.

12.8. Independent Studies. Independent studies conducted by adjuncts, or by faculty accepting independent studies as overload assignments in masters or doctoral programs, will be compensated at a rate of \$125 per credit.

### **ARTICLE 13 - LEAVE OF ABSENCE**

13.1. The University has adopted policies addressing leaves of absence. These are the following policies: 4.415 Paid Sick Days, 4.419 Family and Medical Leave Policy, 4.421 Military Leave / Reemployment Rights, 4.423 Discretionary Leave, 4.425 Bereavement Leave,

4.427 Court and Jury Duty Leave, and 4.431 Time Off to Vote. These policies are included by reference in this Agreement.

13.2. Leaves Provided by Applicable Statute. To the extent not governed by University policy, the University will provide faculty with paid and unpaid leave required by state and local law, including, but not limited to:

- Family and Medical Leave (RCW 49.78).
- Paid Family and Medical Leave (RCW 50A)
- Family Care Act Leave (RCW 49.12.265).
- Pregnancy Disability Leave (RCW 49.60).
- Leave for Victims of Domestic Violence, Sexual Assault and Stalking (RCW 49.76).
- Leave for Spouses of Deployed Military Personnel (RCW 49.77).
- Leave for Certain Emergency Services Personnel (RCW 49.12.460).
- Paid Sick and Safe Time (SMC 14.16).

Leave eligibility, benefits and requirements will be determined by applicable law and, to the extent applicable, University policy and procedure. During any period of unpaid leave in which health insurance is not continued by law, a faculty member eligible for health insurance may continue his or her health insurance coverage by paying the full premium cost for that insurance.

13.1. Washington Family and Medical Leave Program (RCW 50A). Effective July 1, 2019, faculty are covered by Washington's Family and Medical Leave Program. Eligibility for leave and benefits, which begins January 1, 2020, is established by Washington law and administered by the State, and is therefore independent of this Agreement. Premiums for benefits are established by law and for the period ending December 31, 2020, will total four-tenths of one percent (0.4%) of faculty members' wages (unless otherwise limited by action of the State). Faculty members will pay through payroll deduction the full cost of the premiums associated with family leave benefits and forty-five percent (45%) of the cost of the premiums associated with the medical leave benefits, as determined under RCW 50A.10.030. The University will pay the remaining premium amounts. University-provided benefits may not be used to supplement benefits provided through Washington's Family and Medical Leave Program.

#### **ARTICLE 14 - PROFESSIONAL DEVELOPMENT FUND**

14.1. For each academic year during the term of this Agreement, the University will set aside a minimum of twenty thousand (\$20,000) for use by annually-contracted faculty for professional development activities. Faculty may use the professional development funds towards any of the major categories of faculty responsibility included in their assigned responsibilities. For Core faculty, these areas are described in the Antioch University Policy handbook Section 5.305 Core Faculty Contracts, Development Plans and Evaluations and include (Boyer model):

- Engagement in student learning
- Engagement with scholarship
- Engagement in service (external service)
- Engagement with institutional citizenship (internal service)

14.2. Annually-contracted faculty may apply to Academic Affairs for professional development funds by submitting a written proposal to the executive assistant to the CAO on a form made available by Academic Affairs. Each full-time faculty member is to be provided an annual budget of up to three hundred (\$300), prorated for part-time appointments, towards professional development. Individually-budgeted funds may be used to reimburse up to one-half of the cost of any certification required for continued employment or accreditation.

14.3. If a faculty member does not declare their intention to use all of their professional development funds by February of each academic year, the unused funds will be redistributed among faculty (full- or part-time) who have asked for additional funding of their professional development.

14.4. Funding proposals in excess of three hundred (\$300) will be reviewed and evaluated by a committee comprised of two (2) faculty members (selected by the Faculty Assembly), the CAO or designee.

14.5. Proposals may be submitted and will be evaluated on a rolling basis as long as unexpended budgeted dollars remain. Committee recommendations will be made to the CAO or designee within two (2) weeks of the submission of the proposal, and a final decision on the proposal will be communicated to the faculty member within two (2) weeks of the committee's recommendation.

## **ARTICLE 15 - DISCIPLINE AND CORRECTIVE ACTION**

15.1. Approach to Performance Issues. The University supports the resolution of performance issues through corrective action and, where appropriate, progressive discipline as outlined in this Article. Absent severe circumstances, the progressive discipline process for ongoing performance issues will include the development of a written action plan specifying the performance problem, performance objectives, and a timeline for improvement.

15.2. Just Cause. No faculty member shall be disciplined or discharged during the term of his/her appointment without just cause.

15.3. Progressive Discipline. Disciplinary action may include verbal or written warning, suspension, reduction in pay, reduction in responsibilities, any combination of these, or discharge. The University will determine the appropriate disciplinary action based on the principle of progressive discipline, taking into account the nature and severity of the offense, review of the personnel file, and core considerations of just cause.

15.4. Disciplinary Investigations.

15.4.1. Faculty members have a duty to cooperate with investigations conducted by the University.

15.4.2. Faculty members are entitled, at their option, to have Union representation during any investigatory interview conducted by the University that the faculty member reasonably believes may result in discipline of the faculty member.

During any such investigatory interview, a participating Union representative will be given the opportunity to ask questions, offer additional information and counsel the faculty member, but may not obstruct the University's investigation.

15.4.3. The University may, at its discretion, place a faculty member on paid administrative leave during an investigation. Faculty members on such paid administrative leave must remain available during normal working hours. Paid administrative leave is not discipline and is not subject to the grievance procedure.

15.5. Disciplinary Meetings. Faculty may have a Union representative present for any meeting where discipline is being issued or discussed. Attendance of a Union representative shall not delay the disciplinary process unduly. All Parties shall make every effort to allow for Union representation without unduly delaying the process.

15.6. Pre-Termination Meeting. In the event the University intends to impose discipline that involves termination of employment during a faculty member's contract term, the University will inform the faculty member of the proposed discipline in writing, and will schedule a pre-disciplinary meeting to permit the faculty member to present any additional information he/she wishes the University to consider before it finalizes its disciplinary decision.

15.7. Appeals of Discipline. Disciplinary actions more severe than a verbal warning may be challenged through the Grievance Procedure in Article 16.

## **ARTICLE 16 - GRIEVANCE PROCEDURE**

16.1. Purpose. The purpose of this procedure is to provide a process for the prompt and fair resolution of grievances. This procedure shall be the exclusive means of resolving grievances. Nothing in this procedure shall preclude a faculty member or the Union from resolving disagreements informally; provided that the resolution is consistent with the terms of this Agreement.

16.2. Definition of Grievances. A grievance is a dispute between the University and the Union, on its own behalf or on behalf of a faculty member(s), over an alleged violation, misinterpretation or misapplication of an express term or provision of this Agreement.

16.3. Time Limits.

16.3.1. Time limits within the grievance procedure may be waived or extended by the mutual agreement of both Parties. If the Union, on behalf of the faculty member(s), fails to act or respond within the specified time limits, the grievance will be considered waived. If the University fails to respond within the specified time limits, the grievance will proceed to the next step of the grievance procedure.

16.3.2. The day after the event, act or omission (or in the case of the initial submission of a grievance at Step 1, the day after the faculty member(s) or Union knew or

reasonably should have known of an event, act or omission) shall be the first day of a timeline under this Article. In the event that a time limit under this Article ends on a weekend or holiday, the deadline will be extended automatically to the following University business day.

16.3.3. Submissions will be considered timely under this Article if they are received by 5:00 p.m. on the last day called for under an applicable time limit.

16.4. Submission of Grievances and Responses.

16.4.1. All grievances and requests for arbitration must be submitted to the University's Seattle Human Resources office, by hard copy or electronic mail. University responses will be submitted to the Union's business office by hard copy or electronic mail, with copies to the Union steward and grievant (if applicable).

16.4.2. Unless mutually agreed, grievances alleging multiple contract violations that do not arise out of a nucleus of common facts must be submitted, and will be processed, separately.

16.4.3. Grievances shall include the following:

- a. the specific provision(s) of the Agreement allegedly violated, misinterpreted, or misapplied;
- b. a statement of the facts upon which the grievance is based, including the date on which the alleged grievance occurred; and
- c. the remedy sought.

16.4.4. Unless mutually agreed, no new issues may be added to a grievance once it has been submitted at Step 1.

16.4.5. The University and the Union shall supply each other with requested information reasonably needed to facilitate the processing of the grievance. Meetings to discuss any grievance shall be scheduled at mutually convenient times.

16.4.6. Process

- a. Step 1. The Union shall submit the grievance within thirty (30) calendar days of the day the faculty member(s) or the Union knew or reasonably should have known of the event(s) giving rise to the grievance. Unless otherwise agreed by the Parties, the Associate Provost or designee will meet in person or by telephone with a union steward and/or staff representative and the grievant. The date of the meeting will be mutually agreed upon within fourteen (14) calendar days of receipt of the grievance and when possible the meeting will take place within the aforementioned fourteen (14) calendar days. The format (face-to-face or by telephone) for the meeting will be set by mutual

agreement. The Associate Provost or designee will respond to the grievance in writing within seven (7) calendar days after the meeting.

- b. Step 2. Should Step 1 fail to resolve the grievance, within fourteen (14) calendar days following receipt of the Step 1 response, Union may advance the written grievance to the CAO (or equivalent) for their consideration. Unless otherwise agreed by the Parties, the CAO or designee will meet in person or by telephone with a union steward and/or staff representative and the grievant. The date of the meeting will be mutually agreed upon within fourteen (14) calendar days of receipt of the grievance and when possible the meeting will take place within the aforementioned fourteen (14) calendar days. The format (face to face or by telephone) for the meeting will be set by mutual agreement. The CAO or designee will respond in writing to the grievance within seven (7) calendar days after the Step 2 grievance meeting.
- c. Step 3. Should Step 2 fail to resolve the grievance, the Union may submit a written demand to arbitrate the grievance within fourteen (14) calendar days after its receipt of the CAO's Step 2 response.

16.5. Mediation. The Parties may, by mutual agreement, submit a grievance to mediation prior to selecting an arbitrator to resolve the matter. Either party may propose mediation by written request to the other party within seven (7) calendar days of the University's receipt of the Union's demand for arbitration. If accepted, mediation will take place using a mediator from the Federal Mediation and Conciliation Service ("FMCS") selected by mutual agreement.

#### 16.6. Arbitration

16.6.1. Arbitrator Selection. The Parties may mutually agree upon an arbitrator. In the event that no such agreement is reached within fourteen (14) calendar days of the later of the Union's arbitration demand, either party's rejection of a request for mediation, or the unsuccessful conclusion of a mediation process, the Union will request a list of seven (7) arbitrators from Washington and/or Oregon provided by the American Arbitration Association or from any other mutually agreed source. Within seven (7) calendar days following the receipt of the list of eligible arbitrators, the Parties' representatives will meet or confer to select an arbitrator. The Parties will each strike three (3) arbitrators from the list in an alternating order, and the remaining arbitrator shall hear the dispute. The party exercising the first strike shall be the loser of a coin flip.

16.6.2. Arbitrability. Upon request of either party, a challenge to the procedural arbitrability of a grievance will be heard and decided in advance of scheduling a hearing on the merits of the grievance.

16.6.3. Authority. The arbitrator:

- a. Will have no authority to rule contrary to, add to, subtract from, or modify any of the provisions of this Agreement; and



- b. Will be limited in his or her decision to the grievance issue(s) set forth in the original written grievance, unless the Parties have agreed to modify it.
- 16.6.4. Procedure. Arbitration will take place in accord with the Labor Arbitration Rules of the AAA unless the Parties agree otherwise in writing.
- 16.6.5. Decision. The arbitrator will issue a written decision to the Parties within thirty (30) calendar days after the close of the hearing(s) or the submission of post-hearing briefs, whichever is later. The decision of the arbitrator shall be final, conclusive, and binding on the University, the Union, and the faculty member(s); provided that the decision does not include action by the arbitrator beyond his or her jurisdiction.
- 16.6.6. Arbitration Costs
- a. The expenses and fees of the arbitrator and the cost (if any) of the hearing room will be shared equally between the Parties. If one party chooses to use a court reporter, the requesting party shall bear the costs associated with the court reporter. The other party may obtain a copy of the court reporter's report by agreeing to share the cost of the court reporter at the time it makes the request for a copy of the report and transcript, and by paying half the costs charged to produce the report and transcript.
  - b. If the arbitration hearing is postponed or canceled because of one party, that party will bear the cost of the postponement or cancellation. The cost of any postponement or cancellation based on mutual agreement will be shared equally by the Parties.
  - c. Each party is responsible for the costs of its staff representatives, attorneys, and all other costs related to the development and presentation of its grievance.

## **ARTICLE 17 - PERSONNEL FILES**

17.1. The University will maintain an official personnel file for each faculty member in the University's Seattle Human Resources office. A faculty member may review his/her personnel file by appointment with the University's Seattle Human Resources office. Upon written request, faculty members will be provided with a copy of any item(s) in their personnel file.

17.2. Any performance-related material placed in a faculty member's personnel file will be dated and shown to the faculty member, who will be given an opportunity to sign and acknowledge receipt of the document(s). A faculty member may submit a written response to any material included in his/her personnel file, which will be included in the file.

17.3. Faculty members may petition the CAO for removal of a written reprimand from their personnel files after two (2) years from the date of issue if they have not received any subsequent

discipline. Any such petitions must be submitted in writing to the University's Seattle Human Resources office. The CAO will inform the faculty member of his/her decision in writing.

17.4. With the permission of the faculty member, a Union representative may be present during the faculty member's review of their personnel file.

## **ARTICLE 18 - HEALTH INFORMATION**

18.1. Health Information. Faculty will not be required to submit medical information except as required to complete assigned duties (e.g., confirming eligibility for foreign travel, confirming vaccinations in the event of a communicable disease outbreak), to confirm ability to return to work following medical-related leave, or as otherwise permitted by law (e.g., to address disability and accommodation issues). Medical information will be maintained in a separate file in accord with applicable law, and will be shared only on a need-to-know basis. Faculty will be notified of those with whom their medical information is shared.

## **ARTICLE 19 - UNION SECURITY AND DUES DEDUCTION**

19.1. It shall be a condition of employment that all faculty members covered by this Agreement who are members of the Union in good standing as of its effective or execution date, whichever is later, shall remain members in good standing, and those who are not members in good standing as of the effective or execution date of this Agreement, whichever is later, shall, on or after the thirtieth (30th) calendar day following the later of the effective or execution date, become and remain members in good standing of the Union, or in lieu of union membership to pay an agency fee. The amount of such agency fee shall be determined by the Union, in accordance with applicable law.

19.2. It shall also be a condition of employment that all faculty members covered by this Agreement who are hired on or after its effective or execution date, whichever is later, shall, on or after the thirtieth (30th) work day following the beginning of such employment either become and remain members in good standing of the Union, or pay an agency fee as determined by the Union.

19.3. The Union may request that a faculty member who fails to join the Union, maintain Union membership or pay an agency fee shall be dismissed. If the Union makes such a request, the University shall comply. Prior to any dismissal, the faculty member shall be offered an opportunity within thirty (30) calendar days, following the written notification from the Union to the University requesting discharge, to pay the required dues and/or representation fees that have not been tendered. If the Faculty member fails to pay within that time period, and the Union so verifies, the University shall dismiss the faculty member, provided, however, that no such dismissal shall take effect during a quarter in which the faculty member is teaching a course or courses. In such case, dismissal will be at the conclusion of the quarter.

19.4. The University will collect through payroll deduction voluntary contributions made by faculty members to the SEIU Local 925 Committee on Political Education (COPE) and remit such funds to the Union at the same time union dues and agency fees are remitted. All contributions are strictly voluntary and can be in any amount determined by the faculty member.

19.5. Each payday, the University shall deduct from a faculty member's wages a sum of dues and/or fees owed the Union and authorized under the federal labor law, provided the faculty member has furnished the University a written authorization executed in accordance with law. Such deductions shall continue until instruction to cease payroll deductions is given in writing by the faculty to the University's Seattle Human Resources office. The Union will establish and certify in writing to the University's Seattle Human Resources office the amount of dues/fees to be collected. The Union will provide to the University a suitable form for the authorization of this payroll deduction and as to new faculty members. The University will include that form with his/her initial employment materials.

19.6. The Union shall be ultimately responsible for obtaining executed written authorizations for withholding dues/fees from existing faculty. However, the University shall cooperate with the Union in seeking compliance with this provision by notifying covered faculty at their time of hire of the existence of this Agreement and by providing them with union dues/fees and pay deduction materials supplied by the Union.

19.7. The University shall assume no financial or other obligation arising out of the provisions of this Article. The Union hereby agrees that it shall defend, indemnify, and otherwise hold the University harmless against any and all claims, demands, actions or proceedings by a faculty member arising out of or by reason of action the University takes pursuant to this Article.

19.8. On or about the 15th of the month following the deductions, monies deducted by the University shall be transmitted by mail or electronically to the Union Treasurer or other Union designee.

19.9. A faculty member shall be free to revoke his/her dues check-off authorization at any time by notifying the University's Seattle Human Resources office in writing. Following receipt of any check-off revocation, the University shall notify the Union, in writing, of the revocation.

19.10. The Union may report missing or incorrect deductions as they become known. In the event that a payroll deduction for a faculty member is processed incorrectly, the University will correct the error in a subsequent pay period no later than thirty (30) days after the error is reported to the University.

## **ARTICLE 20 - BARGAINING UNIT INFORMATION**

20.1. By the end of the second week of each academic quarter, the University will provide the Union with the following information regarding bargaining unit members, including faculty who remain "active" in the University's payroll system but who have not been assigned for the reporting quarter. The University will provide notice and an estimated date of production if there will be a delay in the production of any of the information below:

- a. Name, home address, phone number, University email, employee ID number;
- b. Length of current individual contract for Adjunct faculty assignments;

- c. All courses assigned to the faculty member for the quarter and the department in which the courses are offered;
- d. Annual salaries for Core, Teaching, and Affiliate (where appropriate) faculty; quarterly salary for all adjunct faculty assignments; and compensation for other, supplemental assignments to faculty members; and
- e. All courses assigned and canceled as of the date of the report, including the faculty member assigned to the course, the department in which the course was offered and the reason the course was canceled.

#### **ARTICLE 21 - NO STRIKE, NO LOCKOUT**

21.1. Student Service. The Parties agree that student interests are best served when there are no interruptions to classes or other faculty duties.

21.2. No Strikes. The Union will not call or sanction, nor will the employees covered by this Agreement engage in, any strike, work stoppage, slowdown or picketing, and will not take any concerted action intended to discourage students or business/community partners from forming or continuing relationships with the University during the term of this Agreement.

21.3. No Lockout. The University will not lock out employees as a consequence of any dispute arising during the term of this Agreement.

#### **ARTICLE 22 - LABOR-MANAGEMENT COMMITTEE**

22.1. The Parties will maintain a Labor-Management Committee to provide a forum for communication between the Parties and to promote constructive Union-University relations. Unless otherwise agreed, committee meetings shall not be used for negotiations or to discuss pending grievances. Upon request, committee meetings will include a budget update.

22.2. The Labor-Management Committee will consist of up to four (4) members selected by the Union, and up to four (4) representatives selected by the University.

22.3. Either party may request a meeting of the Labor-Management Committee by sending a written request, including a description of the issue(s) to be addressed, to the other party. When requested, a Committee meeting will be scheduled at a mutually acceptable time and place. The Committee will meet at least once per quarter, and once during the first two weeks of June, but additional meetings may be scheduled by mutual agreement.

#### **ARTICLE 23 - EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION**

23.1. University policy prohibits discrimination on the basis of race, color, national origin, ancestry, age, religion, disability, sex, sexual orientation, gender identity and/or expression, pregnancy, genetic information, veteran status, or any other category protected under applicable local, state or federal law. University policy also prohibits harassment based on a legally protected classification, or retaliation against any individual for filing a complaint of

discrimination or for cooperating in an investigation of alleged discrimination or harassment. Unlawful discrimination has no place at the University and offends the University's core values which include a commitment to equal opportunity and inclusion.

23.2. The Parties support the University's commitment to an integrated, diverse and inclusive workforce, and will cooperate in the implementation of the University's Affirmative Action Policy.

23.3. The Union acknowledges that, like other University employees, faculty covered by this Agreement are subject to University policies prohibiting discrimination and harassment, as referenced in this Article.

23.4. The University shall not discriminate against any faculty on the basis of Union membership status or Union activity.

23.5. Faculty members who believe they have been subjected to unlawful discrimination, harassment or retaliation, are encouraged to report their concerns using the complaint procedure described in the University's Affirmative Action and Equal Opportunity Policy. Alleged violations of that policy may be challenged through the policy's Discrimination Complaint Procedure, or through provisions of applicable law, but will not be subject to the Grievance Procedure in Article 16.

## **ARTICLE 24 - TERMS OF AGREEMENT**

24.1. Application of University Policies. This Agreement supersedes specific provisions of University policy with which it conflicts. Absent such a conflict, faculty members will be subject to all University policies. The University will provide the Union with notice and an opportunity to provide input into any proposed policy change during the term of this Agreement that affects the wages, hours or working conditions of bargaining unit members.

24.2. Entire Agreement. This Agreement constitutes the entire agreement between the Parties, and it supersedes any prior written or oral agreements regarding wages, hours or working conditions for bargaining unit members, except for individual employment contracts between the University and bargaining unit members that do not conflict with this Agreement.

24.3. Headings. Headings and subheadings in this Agreement are included for ease of reference only. They do not provide full notice of the terms of any portion of this Agreement, and are not relevant to the interpretation of any provision of the Agreement.

24.4. Adoption. Upon ratification by the Union, the Agreement shall be submitted to the Board of Governors for its approval. The Agreement shall take effect after ratification by the Union and approval by the Board.

24.5. Savings Clause. In the event that any provision of this Agreement, in whole or in part, is declared to be illegal, void, invalid or unenforceable by any court of competent jurisdiction or by any administrative agency having jurisdiction, all of the remaining terms, conditions and provisions of this Agreement which are not rendered meaningless, inoperable or ambiguous as a

consequence of the declaration shall remain in full force and effect. Either party may request a meeting over those invalid portions for the purpose of achieving a mutually satisfactory replacement.

24.6. Effective Date and Term. This Agreement shall become effective on the date it has been ratified by both Parties, and shall remain in force and effect through June 30, 2021. Thereafter, it shall automatically renew and remain in effect for an additional year unless one party has provided notice not later than May 1, 2021, or May 1 of any succeeding calendar year.

24.7. Reopener. The Parties recognize that the University is engaged in a Faculty for the Future project where a committee of faculty representing each University campus is evaluating changes to University policies and practices that may impact mandatory subjects of bargaining. Prior to the University's implementation of any changes recommended by the Faculty for the Future committee that affect mandatory subjects of bargaining, either party may reopen this Agreement to address the proposed change. The Parties agree that negotiations over a reopener pursuant to this section will be initiated in the Parties' Labor-Management Committee.

## **ARTICLE 25 - PROGRAM ASSIGNMENT**

25.1. Academic Unit Heads or Chair. Academic Unit Heads or Chairs will be appointed by the CAO following consultation with the department faculty. Chair terms are normally three (3) years in length, but may be renewed. The CAO will solicit nominations for an open academic unit head or chair position and may appoint a chair from the nominees. If the CAO finds none of the nominees to be suitable for the chair position, the CAO will appoint an interim chair and begin a process to identify a permanent chair.

25.1.1. Withdrawal of Appointment. The CAO may withdraw the appointment with a vote of no confidence by two-thirds (2/3<sup>rds</sup>) vote of annually-contracted faculty. The academic unit head/chair shall have an opportunity to meet with the CAO to discuss the proposed removal. The CAO shall make the final decision.

The CAO may withdraw the appointment due to multiple, documented negative performance notifications with clarity and opportunity for improvement. The CAO may withdraw the appointment at the end of the year after an annual evaluation process based on strategic priorities, the achievement of goals, or overall fitness for the chair role. The academic unit head/chair shall have an opportunity to meet with the CAO to discuss the proposed removal. The CAO shall make the final decision.

25.1.2. Resignation. If an academic unit head/chair resigns from the role, the CAO will follow the appointment process to fill the role. The CAO may also opt to appoint an interim until the position is filled.

25.2. Directors of Concentrations or Certificate Programs. Directors are recommended by the academic unit head/chair for which the concentration is embedded and approved by the CAO to serve programmatic and administrative responsibilities. Appointments should align with annual faculty appointments. The appointment is for one (1) year and is renewable. The academic unit

head/chair will be responsible for recommending renewal of the appointment with approval by the CAO.

25.2.1. Withdrawal of Appointment. The CAO may withdraw the appointment with a vote of no confidence by two-thirds (2/3<sup>rd</sup>s) vote of annually-contracted faculty. The director shall have an opportunity to meet with the academic unit head/chair and/or CAO to discuss the proposed removal. The CAO shall make the final decision.

The CAO may withdraw the appointment due to multiple negative performance notifications with clarity and opportunity for improvement. The CAO may withdraw the appointment at the end of the year after an annual evaluation process based on strategic priorities, the achievement of goals, or overall fitness for the director role. The director shall have an opportunity to meet with the academic unit head/chair and/or CAO to discuss the proposed removal. The CAO shall make the final decision.

25.2.2. Resignation. If a director resigns from the role, the academic unit head/chair will follow the appointment process to refill the role. The CAO may also opt to appoint an interim until the position is filled.

25.3. Program Coordinator Assignments. Faculty may be assigned roles leading programs (e.g., Women’s Education Program) that serves students and/or the Antioch community. The CAO makes the appointment and outlines the responsibilities that will be included in the mutually agreed upon workload.

25.4. Grievances. Any grievances asserting violations of this Article shall be limited to whether the process was followed by the University. Arbitrators hearing such a grievance may not substitute their judgment as to the suitability of an academic unit head/chair, director or program coordinator for the judgment of the CAO.

**SEIU LOCAL 925**

**ANTIOCH UNIVERSITY**

By: \_\_\_\_\_  
Tricia Schroeder, SEIU Local 925,  
Executive Vice President  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Ben Pryor, CAO  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Corrine Adler, Affiliate Faculty  
Dated: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Michael Buchert, Teaching Faculty  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Dustin Destler, Core Faculty  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Elizabeth Donahue, Core Faculty  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Katherine Fort, Core Faculty  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Michael Finley, Core Faculty  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Lindsey Gay, Administrative Faculty  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Mariamee Gonzalez, Core Faculty  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
William Heulser, Core Faculty  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Rachael Oppenheim, Core Faculty  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Jennifer Sampson, Core Faculty  
Dated: \_\_\_\_\_



## **Appendix A Academic Freedom**

### **I. Introduction**

#### **A. Purpose**

Antioch University adheres to the principles of academic freedom and intellectual pluralism as both a declaration of rights and responsibilities.

As articulated and endorsed by the American Association of University Professors (AAUP), academic freedom “is the essential characteristic of an institution of higher education. It encompasses the right of faculty to full freedom in research and in the publication of results, freedom in the classroom in discussing their subject, and the right of faculty to be free from institutional censorship or discipline when they speak or write as citizens.”

This policy exists not only to protect the rights and recognize the responsibilities of faculty, but to support a faculty teaching and student learning environment within which students may acquire the knowledge and critical thinking skills needed to effectively demonstrate personal and collective agency, global citizenship and socially conscious leadership, all of which are needed to address the challenges and complexities of increasingly diverse societies.

Academic freedom and intellectual pluralism are aligned with and in support of Antioch University’s mission. These principles contribute to a climate in which debate about complex and challenging subjects and issues about which reasonable people will disagree is encouraged and engaged within a spirit of openness, tolerance and civility. To vigorously assert a proposition or a viewpoint, however controversial, is to engage in discourse and debate, which is at the very heart of academic freedom.

This policy informs the nature of faculty engagement in student learning, scholarship, university citizenship, and community service.

### **II. Engagement in Student Learning**

Faculty members are entitled to full academic freedom in the engagement of student learning. This freedom extends to classroom teaching, program development, and to any other student learning setting. While entitled to these rights, faculty should be guided by the principle that the material presented in class serves the primary purpose of advancing student learning in the context of the course, learning activity or program objectives. A faculty member does not have the right to behave in ways that can be reasonably viewed as intimidating students who express a contrary view.

### **III. Engagement in Faculty Scholarship**

Faculty members are entitled to full academic freedom in research and creative activity, in the publication, exhibition, or performance of the results, subject to the adequate performance of other academic duties and the requirements of research ethics and responsibilities.

#### **IV. Engagement in University Citizenship and Engagement in Community Service**

Faculty members have the right to express their thoughts freely and openly, unrestrained by threat of censorship or discipline, while making every effort to indicate that they do not speak for Antioch University. As persons of learning, members of a learned profession, and officials of the university, faculty members have a special obligation to at all times strive to be accurate, demonstrating respect for the opinions of others.

As a matter of both principle and policy, Antioch University will not discipline, demote, dismiss, or decline to reappoint or sanction a faculty member on the basis of the exercise of any of the academic freedoms listed above. Further, Antioch University will not intimidate any faculty member through the implication that one will be disciplined, sanctioned, demoted, dismissed, or declined reappointment on the bases of the exercise of any of the academic freedoms listed above.

In support of the protection of academic freedom, it is the right of every Antioch University faculty member to have access to a fair and objective appeal process, in accordance with campus procedures and Antioch University policies.

**Appendix B  
Credit Equivalency Guide**

<b>Category of Responsibility</b>	<b>Examples of Responsibilities</b>	<b>Credit Equivalency</b>
<b>Engagement in student learning</b>	BA Independent studies in excess of 8 students	1-3
	Advising in excess of 15 advisees (10 in doctoral programs)	16-20 advisees (11-15 doctoral advisees) = 1 21-26 advisees (16-20 doctoral advisees) = 2
	Chair, Dissertation Committees in excess of 4 Each additional dissertation committee	1
	Dissertation Committees in excess of 4 Each additional 3 dissertation committees	1
	Student Research Group Oversight/Honor Society Oversight (as assigned) (e.g., Women's education program)	1-6
	Theses and Masters projects at completion of every 2 projects	1
	Field Supervision (per 2 students)	1
<b>Engagement in Institutional Service</b>	Faculty Leadership Team	2
	University Academic Council Member	3
	Institutional Review Board Chair	3
	Outcomes Assessment Committee Chair	3
	Academic Council Chair	3
	Leadership and/or administration of initial or reaffirmation of program accreditation	3-6
	Leadership and/or administration of University accreditation	3-6
Art Studio	1-3	
<b>Program Development</b>	New certificate, concentration, or endorsement	3-6
	Major program revision (new curriculum or delivery)	3-9
	New degree/degree program	6-12
	New location or partnership development	3-6

<b>Academic Administration</b>	Academic Program Administration	1-9
	Administration and oversight of clinical/ field training	3-12
	Administration of institutes or research centers	3-6
	Administration and oversight of special committees and programs	1-6

**Appendix C**  
**Adjunct Faculty Compensation**

Effective July 1, 2019, the Adjunct faculty wage rates will be increased to the following:

	<b>1 Credit</b>	<b>2 Credits</b>	<b>3 Credits</b>	<b>4 Credits</b>
<b>Holds Masters Degree</b>	\$1038	\$1760	\$2641	\$3453
<b>Holds Doctoral Degree</b>	\$1064	\$2128	\$3192	\$4256
<b>Teaches in Doctoral Program</b>	\$1139	\$2278	\$3417	\$4556
<b>Professor Emeritus</b>	\$1265	\$2530	\$3795	\$5060

Effective July 1, 2020, the Adjunct faculty wage rates will be increased to the following:

	<b>1 Credit</b>	<b>2 Credits</b>	<b>3 Credits</b>	<b>4 Credits</b>
<b>Holds Masters Degree</b>	\$1,059	\$1,795	\$2,694	\$3,522
<b>Holds Doctoral Degree</b>	\$1,085	\$2,017	\$3,255	\$4,340
<b>Teaches in Doctoral Program</b>	\$1,162	\$2,324	\$3,486	\$4,648
<b>Professor Emeritus</b>	\$1,290	\$2,580	\$3,870	\$5,160