

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

OCCIDENTAL COLLEGE

AND

**SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 721**

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AGREEMENT

This Collective Bargaining Agreement (the “Agreement” or “CBA”) is entered into by and between Occidental College, herein after referred to as “Occidental” or “the College” and the Service Employees International Union, Local 721, herein after referred to as “the Union” or “SEIU 721” (the Union and the College shall be collectively referred to herein as “the Parties”). The purpose of this Agreement is to set forth the understanding between the Parties as to the terms and conditions of employment for represented faculty at Occidental.

ARTICLE 1 **ACADEMIC FREEDOM**

The Parties agree that all represented faculty members at the College are entitled to academic freedom, as set forth in the 1940 Statement of Principles on Academic Freedom and Tenure. Expression of, and tolerance for, a wide diversity of thought and opinion is a natural part of an academic community, and both the College and the Union strongly support such academic freedom.

ARTICLE 2 **NON-DISCRIMINATION**

The College agrees that all represented faculty members are entitled to protection against illegal or unconstitutional discrimination, harassment, or adverse employment actions based on union affiliation, race, sex, religion, national origin, age, disability, veteran status, marital or familial status, parental status or pregnancy, sexual orientation, gender identity or expression, political beliefs, any other factor irrelevant to his or her employment status or function, and all protected classes as defined by State or Federal law. Violation of this provision shall be subject to the Grievance Procedure set forth in Article 19 of this Agreement.

ARTICLE 3 **RECOGNITION**

- 3.1 Pursuant to the provisions of the national Labor Relations Act, on May 23, 2019, the NLRB certified SEIU 721 as the exclusive collective bargaining representative for all employees in this bargaining unit.
- 3.2 The College recognizes the Union as the sole bargaining representative for all non-tenure track full-time and part-time faculty who teach more than one unit (0.25 courses) in each semester with the following classifications: Resident Assistant Professor, Resident Associate Professor, Resident Full Professor, Resident Instructor, Visiting Assistant Professor, Visiting Associate Professor, Visiting Full Professor, Visiting Instructor, Writer in Residence, Wanlass Artist in Residence, and Professor of the Practice (referred to herein as “employees,” “represented faculty” and/or “represented employees.”)

- 3.3 For the purposes of this Agreement, the term “employees” “faculty” and “represented employees” shall exclude all other employees including, but not limited to, tenured and tenure track professors, staff (regardless of whether the staff employee has teaching duties), department chairs, temporary employees, managers, guards and supervisors as defined by the Act.

ARTICLE 4
NO ECONOMIC ACTIVITY OR DISPARAGEMENT

- 4.1 The Union agrees that, during the life of this Agreement and any extension, it and its agents will not call, instigate, initiate, engage, or participate in, encourage, approve, or endorse, nor will it permit any employee to call, instigate, initiate, engage, or participate in, encourage, approve, or endorse, any strike, sympathy strike, sit-down, slowdown, sickout, picketing directed at the College or occurring on the College's premises, or any other interference with or stoppage of work by employees.

The Union further agrees that it and its agents will not call, instigate, initiate, engage, or participate in, encourage, approve, or endorse, nor will it permit any employee to call, instigate, initiate, engage, or participate in, encourage, approve, or endorse employees withholding of or delaying submission of grades, academic evaluations, or other required documents as a form of concerted activity (as defined under the National Labor Relations Act).

Neither the Union, nor its agents, shall publish, or cause to be published, any written material disparaging the College, its employees, or Management during the life of this Agreement. Nor shall the College's senior staff publish or cause to be published any written material disparaging the Union, its employees, or its Officers or Board of Directors during the life of this Agreement. Faculty and students are not subject to the non-disparagement restrictions outlined in this paragraph.

- 4.2 Any employees engaging in any conduct prohibited by this Article shall be subject to immediate disciplinary action, including discharge. Further, in the event that any employee violates the provisions of this Article, the Union shall immediately use every means at its disposal to persuade the employee(s) who participate or engage in any such action to cease such action and recommence her/his/their full duty work.
- 4.3 This Article shall not infringe upon or limit a represented employee's academic freedom, as set forth in the 1940 Statement of Principles on Academic Freedom and Tenure.
- 4.4 The College shall not, during the term of this Agreement, lock out any of the employees covered by this Agreement.

ARTICLE 5
MANAGEMENT FUNCTIONS

- 5.1 Management of the College is vested exclusively in the College, except as otherwise limited by this Agreement or by applicable law, All management functions, rights and prerogatives, written or unwritten, which have not been set forth in this Agreement are retained and vested exclusively in the College and may be exercised by the College at its sole discretion.
- 5.2 Management functions, rights, and prerogatives include the College's right to determine and effect its mission, curricula, programs, objectives, activities, resources, and priorities; establish and administer procedures, rules and regulations, and direct and control the College's operations; alter, extend, or discontinue operations, including, but not limited to existing equipment, facilities, and location of operations; determine and modify the number, qualifications, scheduling, responsibilities and assignment of represented employees; establish, maintain, change, and enforce standards of performance, conduct, order and safety; establish, maintain, change, enforce policies and procedures and determine all matters related to employee recruiting, hiring, appointment, retention, promotion, and transfer; evaluate, determine the content of evaluations; establish the College's rules, policies, and regulations; require employees to observe the College's rules, policies and regulations; establish, maintain, change, and enforce employee discipline and dismissal policies and procedures; establish and modify the academic calendars, including holidays and holiday scheduling; establish, assign, and modify work locations and work hours; determine how, when, and by whom instruction is delivered; establish and introduce new methods of instruction and make all decisions regarding who receives instruction and the manner in which the instruction is provided; exercise sole authority over classroom assignments, scheduling class times, and classroom locations; schedule meetings or events that would require the employees' mandatory attendance; determine all matters related to student application, admission, and retention; subcontract all or any portion of College operations; and exercise sole authority and discretion pertaining to academic matters.
- 5.3 The list of management rights listed above is not exhaustive and does not exclude other management rights. Management, in not exercising any functions hereby reserved to it in this Article, or in exercising any such function in a particular manner, will not be deemed to have waived its right to exercise such function or preclude Management for exercising the same in another manner. Except as specifically set forth in this Agreement, no action taken by the College with respect to a management or academic right shall be subject to grievance.

ARTICLE 6
UNION DUES, FEES AND CONTRIBUTIONS

- 6.1 Each employee in the bargaining unit described in Article 2 shall, within 31 days after the date of execution of this Agreement or such employee's date of hire, whichever is later, become a union member or have agency fees deducted from their compensation as described below. The College shall discharge an employee who has failed to comply with this provision and fails to cure such default within 20 business days after written notice is received by the College from the Union certifying that such employee is in default and specifying the basis upon which such default is claimed.
- 6.2 Employees who are covered by this Agreement may elect to have deductions for dues or agency fees made from their compensation, by submitting an authorization in writing, voluntarily executed by the employee and submitted to the College's Human Resources Department. The Union shall provide the College with a suitable form for the authorization of this payroll deduction. The College will provide a copy of authorizations received from represented faculty to the Union. In the event that a represented faculty member submits an authorization form to the Union directly, the Union will provide a copy of the authorization form to the College.
- 6.3 For those employees who have timely submitted the written authorization described in Section A above, the College shall, each payday during the term of this Agreement, deduct from an employee's compensation a sum of dues or agency fees (as described in Section G below) owed the Union for the time period covered by that paycheck and authorized under federal law.
- 6.4 During the thirty day period preceding the annual anniversary date of the employee's hire, payroll deduction of dues may be cancelled by an employee's individual written notice to the Union, addressed to membership@seiu721.org. The Union will then notify the College of any canceled memberships at the end of the pay cycle.
- 6.5 This Section shall not apply to employees, who: 1) because of the nature of their employment outside of the College are prevented from paying dues to a labor organization, or 2) have a sincerely held religious belief that prohibits her or him from joining or maintaining membership in a union. Employees claiming either exemption shall pay sums equal to the required membership dues or agency fees to a charitable fund of the employee's choosing.
- 6.6 Unless exempted above, any employee who does not elect to have dues deducted shall be required to pay an agency fee (a service charge as a contribution toward the cost of administration of this Agreement and representation by the Union). The amount of such agency fee shall be determined by the Union, in accordance with applicable law, as a percentage of

full dues uniformly required to be paid as dues by those who choose to become members of the Union.

- 6.7 Each pay period, the Union shall provide the College with an “authorized deduction report” which includes bargaining unit members who have authorized the deduction of Union dues or agency fee. The Union shall also provide to the College the deduction formula or basis by which the College can calculate the dues or fees to be deducted. The College shall make the dues or agency fee deduction from the employees’ paychecks and remit such itemized deductions to the Union within the first ten business days of the month following the month of collection. The College shall also provide the breakdown of each amount remitted in Excel format to membership@seiu721.org within the first ten business days of the month following the month of collection. The breakdown provided shall include each employee’s first and last name, employee ID Number, annual base salary, base salary earned during the pay period, dues amount (if applicable), COPE amount (if applicable), and agency fee amount (if applicable).
- 6.8 Employees may make voluntary contributions to the Union’s registered political action committees. To do so, employees must submit to the College a written request for the deduction, on a form provided to the employee by the Union. The College shall make the deduction of the voluntary contributions in the same manner as the dues deduction process.

Employees may discontinue voluntary political deductions by providing notice of cancellation to the Union and the Union shall transmit such notice of cancellation to the College with the deduction authorization report sent to the College every pay period.

- 6.9 The Union shall indemnify and hold Occidental College, its Board of Trustees, agents, personnel and students, harmless from any and all claims, grievances, awards, actions, suits, judgments, attachments, forms of liability or damages that arise out of this Section. The Union assumes full responsibility for the disposition of monies deducted under this Section as soon as they have been remitted by the College to the Union.

ARTICLE 7

SHOP STEWARDS

The Union may, as its option, designate up to three employees from the College’s list of bargaining unit employees to serve as a Steward; and three employees from the College’s list of bargaining unit employees to serve as Steward alternatives. The Union shall notify the College in writing, of such designation, and no employee not so designated shall be recognized as a Steward or allowed to represent any other employee with respect to the administration of this Agreement. Stewards shall be allowed a reasonable time during work hours to conduct Union business, including meeting with Union members regarding issues that arise.

ARTICLE 8
UNION RIGHTS

- 8.1 The Union shall have access to Occidental College meeting space, subject to availability and application and approval through the College's Master Calendar. Union representatives shall have reasonable access to the College campus to communicate with Union members during time that is not to be dedicated to students or time in which faculty would be performing scheduled duties.
- 8.2 Occidental shall provide all represented faculty with a college email address. The Union may utilize the College's intra-campus mail system to communicate with represented employees, at no cost. The Union shall also be permitted, at no cost, to communicate with faculty through their Occidental-issued email addresses.
- 8.3 The College shall provide a link to the Union website on the Resources for Faculty page of the Occidental College website.
- 8.4 The College shall allow Union representatives to post materials pertaining to Union business on the bulletin boards located in the following places: (1) Lower Herrick and (2) Outside the Human Resources Office. On each of these bulletin boards, the Union shall receive a 20 inch horizontal space, which is reserved specifically for union-related postings.

ARTICLE 9
EMPLOYEE ORIENTATIONS

- 9.1 The College shall provide written notice to the Union at membership@seiu721.org and to the Worksite Organizer (WSO) of New faculty Orientation Meetings in the Fall and Spring, if applicable, at least 10 days before the orientation is scheduled to occur, where practicable. Such notice shall include the name and email address of the new represented faculty invited.
- 9.2 At the conclusion of each New Faculty Orientation Meeting, Union representatives (union staff and/or faculty members) shall be given up to thirty minutes to meet with represented employees in order to present information about the union and Union membership. No representative of management shall be present during the Union's presentation.
- 9.3 With the represented faculty member's new hire packet, the College shall provide the current Union membership and COPE forms, a copy of the Collective Bargaining Agreement and the contact information of the Union Representative.

ARTICLE 10
LABOR MANAGEMENT COMMITTEE

- 10.1 The College and the Union are committed to establishing and maintaining a collaborative relationship that fosters effective communication. To that end, the

Parties agree to form a Labor-Management Collaboration Committee (the "Committee").

- 10.2 The Committee shall consist of no more than five representatives designated by the Union and no more than five representatives designated by the College. Subject matter experts may be invited by the parties for specific topics.
- 10.3 The Committee shall meet unless the parties mutually agree to cancel the meeting and shall serve as a forum for discussion of all on-going issues related to the employment of represented faculty. The Union shall prepare an agenda for the meeting and submit it to the College at least three business days prior to the meeting date. In the event that the agenda is not received by the College in that timeframe, the meeting will be canceled, unless the College has an agenda item that it would like to discuss. The Committee meetings will be scheduled when both Parties are available.

ARTICLE 11

FACULTY CATEGORIES

Represented Employees shall be appointed to teach at the College according to the following categories:

11.1 Resident Faculty

Resident Faculty shall be appointed at the rank of Resident Assistant Professor, Resident Associate Professor, or Resident Full Professor. Resident Faculty who do not have a terminal degree shall be appointed at the rank of Resident Instructor.

Resident Faculty have responsibilities that are limited to teaching courses and other student-centered activities such as advising, mentoring, or committee service at the discretion of Faculty Council. Resident Faculty teach foundational courses (which may include advanced courses) within a discipline and/or may support curricula that are technical in nature (such as in laboratory or experimental science departments, or performing and creative arts departments) or other programs with administrative support needs. Resident Faculty may engage in scholarly activities, but are not required to do so.

Resident Faculty may be full time (six courses or equivalent), Fractional (four or five courses or equivalent), or part time (three or fewer courses or equivalent). Full time Resident Faculty teach a 3:3 load or course equivalent that, when combined with teaching responsibilities totals a 3:3 load.

11.2 Visiting Faculty

Visiting Faculty shall be appointed at the rank of Visiting Assistant Professor, Visiting Associate Professor, or Visiting Full Professor. Visiting Faculty who do not have a terminal degree shall be appointed at the rank of Visiting Instructor.

Full time Visiting Faculty will be assigned a 3:3 teaching load. They will not generally be granted course equivalents, however, on occasion and in the sole discretion of the College, full time Visiting Faculty may be assigned a course equivalent which, when combined with teaching responsibilities, totals a 3:3 load.

Visiting faculty are appointed to replace T3 Faculty on a leave of absence, sabbatical, administrative appointment; to evaluate student interest in a particular area; and/or to temporarily perform certain teaching duties of a T3 faculty member who have resigned, retired, or otherwise left the College while the College evaluates the Departments staffing needs. Visiting Faculty may also be appointed to respond to short term enrollment changes and trends.

Individuals serving in Visiting Faculty positions may apply for Resident positions as they become available, but the College is under no obligation to consider or advance any individual.

Visiting Faculty may be full time (six courses or equivalent), Fractional (four or five courses or equivalent), or part time (three or fewer courses or equivalent).

Professors of the Practice are Visiting Faculty who teach one or more courses per year and are hired based on their professional achievements outside of academia (although they may have academic credentials and training). They include artists, writers, filmmakers, musicians, policy-makers, playwrights, and critics.

11.3 Faculty on Special Appointment

Faculty on Special Appointment include Writer in Residence and Wanlass Artist in Residence. Additional titles may be added by the College based on need and funding opportunities.

Normally, teaching load consists of between two and six courses. Faculty on Special Appointment may be full-time, Fractional, or part-time.

ARTICLE 12 **FACULTY APPOINTMENT AND REAPPOINTMENT**

12.1 Resident Faculty

Resident Faculty shall be appointed to the rank of Resident Assistant Professor, Resident Associate Professor, Resident Full Professor, or Resident Instructor, as determined by the College in its sole discretion. Resident Faculty shall be appointed to work a full time, fractional, or part time schedule.

- A. Initial Appointment. Resident Faculty shall be appointed for an initial term of up to three years in duration. Resident Faculty initial appointments, including course offering/selection, are determined by the relevant Department Chair in conjunction with the Dean of the College.

- B. Reappointment. After successfully completing the Initial Appointment and any subsequent reappointment, Resident Faculty may be appointed for an additional term of three to five years in duration.

Determination of a Resident position is made with the expectation of stable curricular need. Renewal of the Resident position will be dependent on ongoing curricular need and ongoing student demand. The College expects that, barring changes in the curriculum or student demand, the need for the position will continue.

Renewal of an individual in a Resident position past the initial appointment period and subsequent renewals, will typically be for terms of three to five years and will be dependent on satisfactory performance as determined by the College including recommendations of the department chair and the Dean.

In the event that a Resident position is eliminated due to a change in curricular needs or student demand, and the Resident Faculty member has demonstrated satisfactory performance, the College will make an effort to find alternate courses in order to retain the Resident Faculty member who would otherwise be displaced.

12.2 Visiting Faculty

Visiting Faculty shall be appointed to the rank of Visiting Assistant Professor, Visiting Associate Professor, Visiting Full Professor, or Visiting Instructor, as determined by the College in its sole discretion. Visiting Faculty shall be appointed to work a full time, fractional, or part time schedule.

- A. Initial Appointment. Visiting Faculty shall be appointed for an initial term of up to three years in duration. Visiting Faculty initial appointments, including course offering/selection, are determined by the relevant Department Chair in conjunction with the Dean of the College.
- B. Reappointment. After successfully completing the Initial Appointment, Visiting Faculty may be appointed for additional terms with the length of the term at the College's sole discretion. The total length of the appointments shall not exceed five years. These reappointments will be based on satisfactory job performance, Department Chair recommendation, Dean approval, the applicable curriculum and the anticipated needs of the department and of the College.

12.3 Faculty on Special Appointment

- A. Appointment. Faculty on Special Appointment shall be appointed for a term of up to five years in duration. Faculty on Special Appointment appointments, including course offering/selection, are determined by the relevant Department Chair in conjunction with the Dean of the College.

- B. Reappointment. Faculty on Special Appointment will not be appointed for a subsequent consecutive term except as specifically authorized by the College.

12.4 Course Assignments

A Faculty member shall be given the opportunity to give input to the department on what courses(s) s/he would like to teach. Department chairs or their designees shall meet, upon written request, with a Faculty Member to discuss the Faculty member's desire to teach an existing or proposed course or course(s).

12.5 Notice of Reappointment

A Faculty member will be notified in writing of his/her appointment or re-appointment as soon as practicable once the College has made the determination that the Faculty member will be offered appointment or reappointment.

12.6 Acceptance of Appointment

A Faculty member who is notified in writing of his/her appointment or reappointment shall notify the College of the acceptance of the appointment or reappointment as soon as possible. If the Faculty member fails to respond within two weeks of the date on which the notice of the appointment or re-appointment was issued, unless some other time period is agreed upon, in writing, between the College and the Faculty member, the Faculty member will be deemed to have declined the appointment. A shorter time period for acceptance may be required in other situations, including an appointment to teach an additional section of a course or when the College needs to fill a vacancy because another faculty member is unable to teach or has declined an appointment.

12.7 Non-Reappointment

Should a Faculty member not be selected for reappointment, s/he shall be notified by the College accordingly and shall be told whether s/he may be considered for appointment in the future. If the College informs the Faculty member that s/he will not be considered for appointment in the future, then the Faculty member shall be considered terminated.

ARTICLE 13 **FACULTY PERFORMANCE EVALUATIONS**

- A. Purpose. The purpose of faculty performance evaluations is to support excellence in teaching, adherence to academic and professional standards, and to assist faculty with the development of their teaching skills and techniques in order to best serve the College's students.

- B. Scope and Frequency. Bargaining unit faculty members shall be evaluated at least once during each appointment period, and no less than every three years.
- C. Areas of Evaluation. The primary areas of evaluation used for faculty are teaching effectiveness, including but not limited to, achievement of course and/or program learning outcomes, quality of syllabi and course materials, and teaching methodology. Performance evaluations will not be based solely on end of semester course evaluations.

For Resident Faculty, the College will also consider the faculty member's performance on aspects of their specifically-assigned responsibilities, including, but not limited to, committee service and student advising. The College, in its discretion, may also consider the Resident Faculty member's performance in research, contributions to the field, and/or to the College and/or professional achievement. However, unless these activities are included as part of the job description, failure to perform these activities will not negatively influence the evaluation.

- D. Evaluation Process. Faculty evaluations will occur in two parts – first, by the Department Chair and then by the Dean of the College.

The Department Chair will meet with the faculty member at the beginning of the Spring semester to discuss her/his teaching experience. After this meeting, the Department Chair will compose a brief evaluation document that addresses the faculty member's teaching effectiveness and other areas for evaluation stated above. This evaluation should also include a statement regarding recommendation for reappointment and a justification for renewal as it relates to Departmental needs. Both the Department Chair and the faculty member will be required to sign the evaluation document prior to its submission to the Dean of the College. The faculty member may submit a separate confidential statement to the Dean of the College as well.

The faculty member will submit to the Department Chair no later than two weeks prior to the scheduled evaluation meeting the following materials:

- (1) current curriculum vitae;
- (2) copies of any prior Department Chair reviews, if any;
- (3) relevant course syllabi, exams, and related materials;
- (4) student course evaluations;
- (5) summary grade reports (which may be obtained from the Dean of the College's office) for all courses taught during the period under review; and
- (6) any other documentary evidence that might assist in an evaluation including any peer teaching observations and evaluations during the period of review.

The Department Chair will work with the faculty member to be certain that the review is completed and submitted to the Dean of the College no later than March 1.

- E. Classroom Observation. The Department Chair or her/his designee will observe the faculty member during a scheduled class period and for a duration of time reasonably necessary to observe the faculty member's teaching skills and methodologies. Additional classroom evaluations will be conducted at the Department Chair's discretion. Classroom observations will be conducted in a manner similar to that outlined in the Faculty Handbook.
- F. Student Evaluations. Student evaluations will be conducted in accordance with the College's policies and procedures. Represented faculty members may submit a written response to student evaluations which shall be taken into consideration by the Department Chair when evaluating the faculty member.
- G. Meeting to Discuss Evaluation. The Department Chair or his/her designee may meet with the represented faculty member being evaluated to review and discuss the completed evaluation.
- H. Meeting to Discuss Course. A faculty member may request with minimum two weeks' written notice an informal meeting with his/her department chair or designee to discuss issues or concerns relating to curriculum, pedagogical methods, or the relationship of a particular course to a degree program. Upon receipt of a request for such a meeting, the Department Chair or designee shall make her or himself available to meet with the faculty member at a mutually agreeable time.

ARTICLE 14

EMPLOYEE LISTS

- 14.1 No later than June 30 of each calendar year, the College shall provide the Union with an electronic list of all represented faculty who have been given Appointment Letters for employment for the following academic year. The list shall provide the following available information, to the extent known by the College: employee's name, title, department, home address, personal email address (when provided to the College by the employees), and personal phone numbers (if applicable).
- 14.2 This list will be updated two weeks after the start of each subsequent semester notifying the union as to which faculty members have accepted their appointments. At that time, the College shall provide the union with a copy of the Appointment Letter sent to each employee, as well as the employee's ID number, Occidental email address, and location of assigned office space. Subsequent lists will be provided to the union upon written request.

- 14.3 In addition, the College will provide the Union with a list of any change to employees' status with the College (e.g., terminated, resigned, deceased, etc.) within 10 business days from the date of the change.

ARTICLE 15
HEALTH AND SAFETY

The College and the Union are committed to providing a safe working environment for all bargaining unit Faculty. To that end, the parties agree that the College shall provide bargaining unit Faculty with safe working conditions and workplace protections that meet applicable OSHA standards and other applicable state or federal regulations governing workplace safety. The College will comply with all such state and federal law and regulations regarding health and safety.

ARTICLE 16
PERSONNEL FILES

- 16.1 A represented employee may review and examine his/her personnel file maintained by the College in the Human Resources Department, the academic file maintained by the Dean of the College, and any documents potentially used in any personnel decisions. A represented employee may request and receive a photocopy or a digital file of any such item(s) at no cost. The inspection and/or photocopy request must be issued by the employee in writing and the College will make the records available within 10 business days thereafter.
- 16.2 If authorized by a represented employee, in writing, a Union representative may review and examine the employee's file(s) and receive photocopies of documents contained therein.
- 16.3 The College shall notify a represented employee of any complaint that has been lodged concerning the employee's performance or conduct, if the College intends to include the complaint in that employee's personnel or academic file. The employee shall be notified within five business days from the date on which the complaint is placed in the employee's personnel or academic file. For purposes of this Article, the term "complaint" shall not include course evaluations, which will be made available for the employee to review at all times. The represented employee shall be allowed to issue a written response to the complaint, should s/he wish to do so. The represented employee's written response will be included in his or her personnel file.
- 16.4 A represented employee may request the addition of any such relevant documents to his/her file(s). The College shall not unreasonably deny any such request.

ARTICLE 17
INSTRUCTIONAL SUPPORT

- 17.1 The College shall provide all represented faculty members with the supplies, materials, technologies, and other resources, including keys to buildings and/or classrooms, which are necessary to complete their assigned duties and responsibilities. The College shall determine, in its sole discretion, whether or not a requested supply, material, technology, and/or other resource is reasonable and necessary for the faculty member to complete their assigned duties and responsibilities.
- 17.2 Occidental will fill Faculty requests for Teaching Assistant support based on department procedures, available resources, and the department chair's discretion subject to the Dean's approval. Such requests will be granted or denied by the College in its sole discretion.
- 17.3 Faculty shall be provided with their own office space (potentially shared). Full-time and Fractional Resident Faculty shall receive priority for private offices. A College-owned computer appropriate for their job duties, as determined by the College, will be provided to each Fractional and Full time faculty member.

ARTICLE 18
DISCIPLINE AND DISCHARGE

- 18.1 A represented employee may be discharged only for just cause. Discharge pertains only to termination of current employment during any appointment.
- 18.2 The just cause standard shall require that there is a reasonable basis for the College's action, demonstrably related to the faculty member's performance and/or conduct
- 18.3 The normal steps in progressive discipline shall be (1) verbal warning, (2) written warning, (3) suspension, and (4) termination. Employees will generally be subject to progressive discipline, however, the College, may warn (verbal or written), reprimand (verbal or written), demote, and/or suspend employees without progressive discipline.
- 18.4 A represented employee may grieve any discharge through the provisions of Article 19 of this Agreement (the "Grievance Procedure").
- 18.5 A represented employee may request that a Union representative be present at any investigatory meeting and/or at a meeting where discipline is to be administered, and the College.

ARTICLE 19
GRIEVANCE PROCEDURE

19.1 Definitions: Under this Agreement, a “grievance” is defined as a claim by the Union or dispute involving the interpretation, application, or alleged violation of this Agreement. Whenever used in this Article, the word “day” shall mean any day during the year other than Saturdays, Sundays, and days designated as holidays by the College.

19.2 Procedure: The parties agree to the following steps, to resolve grievances:

19.3 Informal Discussion: A represented employee with a grievance will first make an effort to resolve the matter informally with the representative of the College most immediately responsible for the alleged infraction, the Department Chair, and/or Human Resources.

19.4 Step 1: Within twenty days from the occurrence or discovery of the issue being grieved, the Union shall issue a written grievance to the Associate Dean of Faculty Affairs, or the grievance based on such issue shall be deemed waived. The Associate Dean of Faculty Affairs or his/her designee shall initiate a meeting with the grievant and Union representative, to be scheduled at a time mutually agreed upon. In no case shall the meeting take place later than ten days following the Associate Dean of Faculty Affairs’ receipt of the written grievance. If such meeting does not occur within this timeframe, the grievance will be deemed to have been denied.

Within ten days of the Step 1 meeting, the College shall send a written response to the grievance to the Union representative.

19.5 Step 2: If the grievance is not resolved at Step 1, within ten days of the Step 1 response, the Union may appeal the grievance to the College Dean. The Dean or her/his designee shall initiate a meeting with the grievant and Union representative, to be scheduled at a time mutually agreed upon. In no case shall the meeting take place later than ten days following the Step 2 submission, absent mutual agreement.

Within ten days of the Step 2 meeting, the College shall send a written response to the grievance to the Union.

19.6 Arbitration: A grievance not resolved at Step 2 may be appealed to arbitration by the Union by giving written notice to the College’s General Counsel within ten days of the Step 2 response. If the parties are unable to agree to an arbitrator, the parties will request a list of seven arbitrators from the Federal Mediation and Conciliation Service or the American Arbitration Association. The parties shall have ten days following receipt of the list to agree upon an arbitrator. If the parties cannot reach agreement, each side will strike three from the list of seven. The remaining individual will be selected as the arbitrator.

The arbitrator shall be requested to render a decision within thirty days following the hearing or the submission of briefs, whichever occurs later. The fees and expenses of the arbitrator shall be shared equally by the Union and the College, and the cost of any hearing transcript shall be borne by the part/ies requesting such transcript. Each party shall bear its own expenses of representation and witnesses. The decision of the arbitrator shall be final and binding on the parties.

- 19.7 Written Presentation: All grievances presented at Steps 1 and 2 must be in writing, signed by the Union, and shall set forth the specific provision(s) of the Agreement alleged to have been violated and the specific relief sought by the aggrieved employee or the grievance will be deemed to have been waived.
- 19.8 Union Grievances: In the event an individual represented employee and the College settle a dispute without a written agreement of the Union, that settlement will not create a precedent for either party in the interpretation or application of this Agreement.
- 19.9 Scope: The arbitrator shall have no authority to amend, modify, change, add to or subtract from any of the terms and conditions of this Agreement; to base any decision on any practice or custom which is inconsistent with a provision of this Agreement; or to render a decision on any grievance occurring before the effective date or after the termination of this Agreement.
- 19.10 Representation: An employee may be represented in grievance investigation, hearings, and communications with the College by a Union representative.
- 19.11 No Loss. If a represented employee must miss a class because s/he is required to attend an arbitration due to subpoena or arbitrator order, there will be no loss of compensation from the College as a result of that attendance; however, the represented employee must schedule a make-up class, arrange for a substitute to teach the class, or provide alternative assignment.
- 19.12 Time limits: All time limits herein may be extended only by mutual agreement of the College and the Union representative, expressed in writing. If the Union or the grievant fails to comply with the time limits set forth in this Article, the grievance will be deemed to have been waived. If the College fails to comply with any time limits set forth in this Article, the grievance will automatically proceed to the next step, except arbitration, which must be requested by the Union in writing. The parties may proceed initially at Step 2 by mutual agreement in writing.

ARTICLE 20 **AUTHORIZED AGENTS**

- 20.1 For the purpose of administering the terms and provisions of this CBA the following are the Authorized Agents, except where a particular representative is specifically designated in connection with the performance of a specific function or obligation set forth herein:

- A. Occidental's principal authorized agent shall be the Dean of the College or his or her duly authorized representative (Address: 1600 Campus Rd, Los Angeles, CA 90041; Telephone: 323-259-2634).
- B. The SEIU 721 principal authorized agent shall be the Executive Director or his/her duly authorized representative (Address: 1545 Wilshire Blvd., Los Angeles, CA 90017; Telephone: 213-368-8660).

ARTICLE 21
SAVINGS CLAUSE

In the event that a court of final jurisdiction holds that a provision of this Agreement is unenforceable because it is in conflict with the laws of the State of California or of the United States of America, such term or provision shall continue in effect only to the extent permitted by such law, and the remaining provisions shall remain in full force and effect. Upon the request of either party, the parties shall meet and confer in good faith to discuss the consequences, if any, of the judicial action regarding the affected provision and to seek agreement on an allowable substitute provision.

ARTICLE 22
TERM AND REOPENER

- 22.1 This Agreement shall become effective on [date of ratification or board approval, whichever occurs later] and shall continue through midnight, [three years from the date of ratification or board approval, whichever occurs later]. It shall automatically be renewed from year to year thereafter unless either party gives notice of a desire to modify, amend or terminate it at least ninety, but not more than one hundred and twenty days prior to [three years from date of ratification or board approval, whichever occurs later], or any annual day and month thereafter if it is automatically renewed, in which event this Agreement shall remain in effect during negotiations, and until ten days' advance written notice by either party of its termination, but such notice may not be given sooner than ten days before the expiration date. Upon any termination of this Agreement, all rights and obligations of the College, Union, and employees under this Agreement shall cease.
- 22.2 Notwithstanding the provisions above, either party may give notice of its intention to reopen this Agreement, between March 15, 2021 and May 1, 2021 (unless otherwise agreed by the parties in writing), for the sole and limited purpose of negotiating the following issues:
- 1) Wages;
 - 2) Benefits;
 - 3) Special Compensation
 - 4) Course Release for Shop Stewards and/or Negotiation Team;

- 5) Course Cancellation;
- 6) Service Requirements and Course Release;
- 7) Promotion potential;
- 8) Remote Instruction
- 9) Side Letter on Transition.

- 22.3 The Parties agree that the issues identified above shall be reopened and negotiated prospectively. No agreement reached in the reopener negotiations shall be applied in a retroactive manner. The other terms of this Agreement shall remain in full force and effect notwithstanding any reopener negotiations which may occur pursuant to this Article, including but not limited to Article 3 (No Economic Activity or Disparagement). In the event that the parties are unable to reach Agreement during the reopener, and impasse is declared, the parties will submit the issue(s) to the Federal Mediation and Conciliation Service. In the event that the FMCS mediation is unsuccessful, the other terms of this Agreement shall remain in full force and effect, however, the three-year contract term stated in Paragraph 1 above, shall be reduced to two years. All other terms and conditions stated in Paragraph 1 shall remain in effect.
- 22.4 The Joint Labor Management Committee shall meet on a monthly basis, with the first meeting to take place prior to the first day of classes, unless both parties agree not to hold a meeting. The parties will discuss publicly available, non-confidential data/information which may impact the College's and Union's reopener negotiations. The information provided shall include information that the College provides to the Faculty Council's Sub-Committee on Finance.
- 22.5 The College agrees that represented faculty whose initial contract for the 2020/2021 Academic Year makes them eligible to participate in the College's health benefit plan shall remain eligible during the 2020/2021 Academic Year (either through continuing enrollment in the plan or through COBRA), regardless of any change/reduction that the College may make to the number of courses the represented faculty member is appointed to teach during the 2020/2021 Academic Year. Any additional costs due to any necessary switch to COBRA coverage shall be paid by the College. This provision is non-precedent setting.
- 22.6 The College may, in its discretion, alter the terms and conditions of the Occidental College Defined Contribution Retirement Plan and the College-sponsored health benefit plans, including, but not limited to, employee and employer premium contribution rates and contribution/matching amounts. However, should the College implement such change(s) for represented faculty, it will do so only if similar changes are being made for all non-bargaining unit employees of the College. The College will meet and confer with the Union prior to any such changes. In addition, the course rate or full time salary (if there is no reduction in number of courses) stated in the initial contract for the 2020/2021

Academic Year shall not be changed by the College, until the parties reach agreement or impasse as to wages at the reopener negotiations.

EXECUTED ON: June _____, 2020

OCCIDENTAL COLLEGE

SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 721

By: _____

By _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____