

**COLLECTIVE BARGAINING
AGREEMENT**

Between

**The Emerson Los Angeles Chapter of
the American Association of
University Professors (ELA-AAUP)**

and

Emerson College

July 1, 2021 to June 30, 2026

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Preamble

The purpose of this Agreement, entered into by and between Emerson College (herein referred to as the "College") and the Emerson Los Angeles faculty chapter of American Association of University Professors (herein referred to as the "Union"), is to set forth wages, hours, terms and conditions of employment for the bargaining unit set forth below at Article 1.

This Preamble or any provisions thereof are not subject to the provisions of Article 8, Grievance Procedure and Arbitration.

Article 1: Recognition

The College recognizes the Union as the exclusive bargaining representative of the unit certified by the National Labor Relations Board in Case No. 31-RC-162979 as set forth below:

All part-time faculty who teach credit-earning courses in the undergraduate program during the academic year at the College's Los Angeles campus. Excluded are all other employees, full-time faculty, graduate students, lab assistants, graduate assistants, teaching associates, clinical fellows, teaching fellows, teaching assistants, research assistants, full-time or part-time staff or administrators, whether or not they also have teaching responsibilities, deans, registrars, librarians, volunteers, Emerson faculty who teach outside of the Los Angeles Campus, faculty in residence, visiting Boston faculty in residence, professional studies instructors, graduate and post graduate instructors, summer term faculty, teaching online courses (regardless of location), the Assistant Director of Experiential Learning, and the Executive Director and Vice President, other represented employees, clerical employees, managers, guards, and supervisors as defined in the Act.

This Article or any provisions thereof are not subject to the provisions of Article 8, Grievance Procedure and Arbitration.

Article 2: Academic Freedom

2.1 The Union and College agree to use the AAUP 1940 Statement on Academic Freedom

- a. Faculty are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.
- b. Faculty are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial matter which has no relation to their subject.
- c. Faculty are citizens, members of a learned profession, and officers of the College. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence, they should at all times

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

Article 3: Faculty Status

3.1 Faculty

The College and the Union recognize that affiliated faculty (referred to herein as “affiliated faculty members” in accordance with Article 15.5) have a significant role in the institutional life of the College and education of its students. Acknowledging that there will be many part-time faculty whose employment by the College will be limited in scope and duration, the parties also understand that there are part-time faculty who have established and will establish a longer-term relationship with the College and who have made and will make a strong commitment to the College, its students, and its educational mission.

3.2 Notification of Reappointment

Affiliated faculty shall receive written notification of appointment or reappointment by July 15th for the Fall Semester and by December 5th for the Spring Semester. An affiliated faculty member in Levels 3, 4 or 5 who is not reappointed will be provided with the reason for non-reappointment in writing by the dates above. A decision by the College not to appoint or reappoint an affiliated faculty member is not subject to Article 8, Grievance Procedure and Arbitration, except as otherwise specifically provided in this Agreement.

The notification to the affiliated faculty member of an appointment for a given semester shall include the number of credits that the affiliated faculty member has already taught at the College. If the affiliated faculty member disagrees with that number, s/he must file an appeal with the Assistant Vice President For Academic Affairs over that determination within 10 business days of the start of classes of the term referenced in the appointment letter or shall be deemed to have waived any complaint over the College's number for the purposes of pay for that semester or for claims of back pay and compensation. If the affiliated faculty member files such an appeal and the affiliated faculty member's number of credits is in fact the correct number, the College will adjust the record and, if the adjustment results in placing the affiliated faculty member in a higher level on the salary schedule, the College will make any necessary adjustment in pay for that current semester and for future semesters.

3.3 Length of Appointment

Faculty at Levels 1 and 2 shall receive appointments for one semester. Faculty at Level 3 shall receive appointments for two consecutive semesters. Faculty at Levels 4 and 5 shall receive appointments for four consecutive semesters.

3.4 On-Campus Offices and Equipment

Affiliated faculty members who are teaching shall have access to copy machines and office space, a mailbox, locked desk or file cabinet, and an Emerson College e-mail address.

3.5 Personnel File

- a. The College shall keep a personnel file for each affiliated faculty member at the Los Angeles campus. The personnel file should contain any documents that have been used to determine an employee's qualifications for employment, additional compensation, or disciplinary action, such as notices of appointment, performance appraisals or reviews, disciplinary records, reflective statements and other documentation related to the affiliated faculty member's employment.
- b. An affiliated faculty member has the right to review their personnel file upon ten (10) business days' written notice. A representative of the Union may accompany the employee in this review, and the review shall be during normal business hours and in the presence of a designated employee of the College if the College so chooses. If a copy is requested, the affiliated faculty member may be charged an amount not to exceed the actual cost of the reproduction. No one may remove any material from the file.

3.6 Discipline and Termination

- a. Just Cause
 - i. Discipline of an affiliated faculty member may occur due to the faculty member's misconduct or failure to follow College policies or procedures. Discipline may include written warnings, unpaid suspensions or termination.
 - ii. As used in this Agreement, "termination" shall refer to the discharge of an affiliated faculty member prior to the expiration of their appointment. Discharge does not include the non-reappointment of an affiliated faculty member nor does it mean the failure to offer an appointment to an affiliated faculty member.

Nothing herein shall preclude the College from terminating an affiliated faculty member at any time for just cause, in which case the affiliated faculty member shall only be entitled to receive payment for the classes taught up to the date of the termination. Further, the College may not discipline an affiliated faculty member of the bargaining unit except for just cause. Disciplinary action or termination shall be subject to the grievance procedure.

- iii. Recognizing that it is not possible to list every potential reason for disciplinary action, the parties agree that just cause includes, but is not limited to, the following illustrative list.

Failure to meet at least two (2) classes during a semester without prior written approval by the Assistant Academic Dean. Written approval by the Assistant Academic Dean may be obtained after the absence, if said absence is necessitated by a last minute illness, accident, or personal need so long as the Assistant Academic Dean receives prior notification of the absence in writing (which includes e-mail and fax);

Failure to complete and turn in midterm or final grades in a timely manner, without prior written or emailed approval by the Registrar;

Failure to carry out academic responsibilities or other neglect of duty;

Conviction for any felony or entering a plea of guilty or nolo contendere to a felony charge;

Sexual harassment of a student, an affiliated or full-time faculty member, College employee, or visitor; or any other violation of the College's Policy Against Discrimination, Harassment and Retaliation or any other College policy dealing with non-discrimination.

Assault or battery of a student, an affiliated or full-time faculty member, College employee or visitor;

Plagiarism at any time in a faculty member's career:

Submission of falsified information to the College;

Misrepresentation or falsification of documents, credentials, or research/professional achievements in securing employment, or at any time in an affiliated faculty member's career;

Violation of the College's Policy on Alcohol and other Drugs, or related policies.

Violation of a significant College written policy, material impediment to compliance with law, regulation, or court/government order.

- iv. It is understood that the College, in addition to issuing disciplinary action, may also include with such discipline reasonable remedial measures, when appropriate, with which the affiliated faculty member must comply, provided the remedial measures are rehabilitative rather than punitive. The decision to impose, or not impose, remedial measures shall not be grievable.
- v. Discipline for purposes of this Article shall not include performance reviews.

- vi. At the discretion of the College, an affiliated faculty member may be placed on paid administrative leave to permit the College to investigate potential or alleged misconduct that may result in discipline. The decision to place, or not to place, an affiliated faculty member on paid administrative leave is not itself a disciplinary action and is not grievable.

3.7 Representation

A faculty member may request that a Union representative be present at any investigatory meeting that the faculty member reasonably believes may lead to discipline and/or a meeting where discipline is to be administered. Such requests shall not be unreasonably denied.

3.8 Notice of Full-Time Position

- a. All notices of open full-time faculty positions will be recorded through the College's hiring system.
- b. Any qualified affiliated faculty member who applies for such a position will receive fair consideration for open full-time positions.
- c. All hiring committees for full-time faculty positions will be instructed in writing by the College that they should give fair consideration to qualified affiliated faculty members who apply for open full-time faculty positions.
- d. The College agrees that any affiliated faculty member who applies for a full-time faculty position and who makes the short list as determined by the hiring committee will be given a telephone interview or internet/video conference by a member or members of the hiring committee. The decision by a hiring committee as to which applicants make the short list shall not be grievable nor is the decision by the College as to who shall be hired for the position.
- e. The "short list" as used in the section above is the list created by the hiring committee for applicants to be invited for an initial committee interview, which typically takes place via telephone and/or internet video conference. The hiring committee creates this list after reviewing all resumes and applications and making a comparative evaluation of the applicants' qualifications. All applicants on the short list are interviewed by the same means. Nothing herein shall be construed to bar or discourage a hiring committee from including an affiliated faculty member on the short list. Once the affiliated faculty member has been identified as a member of the short list, the fact that the applicant is already an affiliated faculty member at the College neither denies the applicant the initial committee interview nor grants special privileges that would alter the normative process.

3.9 Assignments

- a. Any affiliated faculty member who is interested in teaching for a given semester may complete and submit electronically a teaching availability form to be developed by Assistant Academic Dean (or the functionally equivalent position) indicating the affiliated faculty member's availability for assignments for an upcoming semester which shall include the days of the week the affiliated faculty member can teach, which days or times the affiliated faculty member cannot teach, the number of courses/credits the affiliated faculty member would like to teach, and a list of courses that the affiliated faculty member may be interested in teaching. If the affiliated faculty member's availability changes, it is the affiliated faculty member's responsibility to inform the Assistant Academic Dean (or the functionally equivalent position) in a timely manner.
- b. The form, shall also include a web link to the procedures for development of new course proposals, what is required for submission, and information on the approval process.
- c. Such availability forms should be submitted no later than January 1 for the subsequent Fall semester and no later than September 1 for the subsequent Spring semester. The affiliated faculty member shall submit the form to the Assistant Academic Dean (or the functionally equivalent position) for their use in determining the upcoming course assignments.
- d. It is understood that the receipt of a teaching availability form by the College does not obligate the College in any way to provide an appointment or a particular assignment to the affiliated faculty member, nor does the submission of the form guarantee either the schedule or number of credits sought by the faculty member.
- e. Completion of these forms is voluntary for affiliated faculty members. They shall not be excluded from course assignments solely due to not submitting a form.

3.10 Intellectual Property

The Intellectual Property Policy is set forth in the Faculty Handbook which shall be incorporated herein by reference and shall control these issues.

Article 4: Salary and Benefits

4.1 The minimum wage per 4 credit course shall be:

Levels	Credits	New Contract Rate
1	1 - 47	\$7,028.00
2	48 - 123	\$7,664.00
3	124 - 187	\$8,300.00
4	188 - 251	\$8,940.00
5	252+	\$9,472.00

a. Hold Harmless

No affiliated faculty member shall suffer a decrease from their 2021-2022 per credit rate because of the implementation of the above compensation schedule set forth at Table 4.1. The workload set forth at Section 5.1 is not to be considered in applying this section.

4.2 Seniority and Pay

Starting the Fall 2021:

Affiliated faculty members who have taught fewer than 48 credits shall be paid at Level 1. Faculty members who have taught 48 to 123 credits shall be paid at Level 2.

Affiliated faculty members who have taught 124 to 187 credits shall be paid at Level 3. Faculty members who have taught 188 to 251 credits shall be paid at Level 4. Faculty members who have taught 252 or more credits shall be paid at Level 5.

Effective with the beginning of the Fall 2021 semester, if an affiliated faculty member is teaching a 3 or 4 credit course during the periods covered under the unit definition, any 2-credit or 1-credit course taught by that faculty member during the periods covered by the unit definition shall also count in calculating the number of credits and Step level, benefit eligibility and all other employment provisions in the existing contract.

The administration will report all such 1- or 2- credit courses taught by unit members to the ELA-AAUP for the purpose of verification.

4.3 Credit-eligible Courses

Credits taught in any class offered by Emerson College in the Fall and Spring semesters only shall be formally counted in determining the step at which an affiliated faculty member is paid. Credits taught at other institutions, shall not be counted, nor shall courses taught in the College's Summer programs or Professional Studies Programs.

4.4 Team Teaching

Affiliated faculty members who team-teach courses that require the presence of both affiliated faculty members for every session of the semester shall be awarded full course credit and salary. For example, if two such faculty members teach one four-credit course, each affiliated faculty member would be paid in full based on four (4) credits and would be awarded with four (4) credits. Affiliated faculty members who team-teach courses for which they are only required to teach a portion of the course and are not required to attend sessions they do not teach, shall be paid and awarded credits pro-rata based on the fraction of the course they teach. For example, if two such faculty members teach one four-credit course, with one affiliated faculty member teaching only the first half of the semester and the second affiliated faculty member teaching only the second half of the semester, each affiliated faculty member would be paid in full based on two (2) credits and would be awarded with two (2) credits.

4.5 Pay Above Minimum Rate

The College, in its sole discretion, may choose to pay certain qualified affiliated faculty members any amount greater than the faculty member is entitled to receive under this Contract

4.6 Course Cancellation Fee

The College reserves the right to decide whether a previously scheduled course assigned to an affiliated faculty member should be canceled. If a course is canceled after the affiliated faculty member has received an appointment letter for the upcoming semester, the affiliated faculty member scheduled to teach that course shall receive 8% of the course salary. The College shall cancel a course not later than ten business days before the first day of class of the term established by the College.

4.7 Directed Study Supervisor, or Project Supervisor:

For serving as Directed Study or Directed Project-Supervisor, an affiliated faculty member shall be paid 1/10 of the salary that faculty member would be paid to teach a four (4)-credit course in the discipline of the respective directed study or project. An affiliated faculty member may not serve as Directed Study or Project Supervisor for more than two (2) directed studies or projects (combined) per semester.

4.8 Salary Increases

- a. Each September during the term of this Agreement, beginning with September 2022 the College shall increase the salaries in Table 4.1 by the greater of (a) two percent (2%) or (b) the percentage change in the Los Angeles CPI-U between May of the current calendar year and May of the previous calendar year but in no event more than four percent (4%).

b. Excellence in Teaching Awards

Los Angeles affiliated faculty will be eligible for the \$1,000.00 Alan Stanzler Award for Excellence in Teaching given each year. In addition, the Chief Academic Officer will have up to an additional \$2,000.00 that can be used in a discretionary manner to augment the award and/or give to other excellent affiliated faculty on the Boston or Los Angeles campuses identified through the Gold Key Outstanding Teacher Awards process. The decision by the CAO not to augment the Stanzler Award and/or to not offer additional awards to any particular affiliated faculty member shall not be grievable.

4.9 Summer rates

Summer and special program credit rates are set independently of the contract by the College. The rates above may or may not be used as summer rates in the College's discretion.

4.10 Medical and Dental Plans

- a. Effective with the beginning of the Fall 2016, the College shall offer eligible affiliated faculty members medical and dental benefits through substantially equal plans to those offered in Boston unless prohibited by California law.
- b. Contributions by the College
- i. The College shall pay fifty percent (50%) of the cost of each eligible faculty member's medical plan for individual plans, fifty percent (50%) for family plans and fifty (50%) of the employee +1 plan including coverage for the faculty member's dependents. Enrollment shall be October 1, 2022.
 - ii. For affiliated faculty members who have taught 188 credits (Levels 4 & 5) and are employed to teach sixteen (16) credits during the academic year, the College shall pay 65% of the cost of each eligible faculty member's medical plan for individual plans only. The College shall pay 50% of the cost for individual + 1 plans and family plans, including coverage for the faculty member's dependents. Enrollment shall be October 1, 2022.
 - iii. The College shall pay one hundred percent (100%) of the cost of coverage under the base Dental Plan for the eligible faculty member. Eligible affiliated faculty members may choose to cover their dependents.
 - iv. The College shall offer a vision plan which shall be 100% payable by eligible faculty members.

c. Contributions by Affiliated Faculty Members

Each affiliated faculty member who is eligible to participate in the College's health or dental plans and who timely elects to participate in such plans shall pay the difference between the cost of the affiliated faculty member's health plan and the contribution by the College under Section b above.

d. Eligibility

Affiliated faculty members eligible for medical and dental insurance benefits under this Article are those faculty who have taught 24 credits or more, or above, and only when such faculty are employed to teach sixteen (16) credits during any academic year.

If an affiliated faculty member has received health or dental insurance benefits under this Article for two consecutive academic years, and is in danger of losing such benefit eligibility in the third academic year only, the College will nonetheless maintain health and dental insurance benefits for that third academic year, provided the affiliated faculty member teaches at least 12 (twelve) credits for that academic year. However, such affiliated faculty member will no longer be eligible for health and dental insurance benefits unless they teach 16 sixteen credits in the following (fourth) academic year.

e. Eligible Credits

Credits taught in any class offered by Emerson College in the Fall and Spring semesters only shall be formally counted in determining the level at which an affiliated faculty member is paid. Credits taught at other institutions, shall not be counted., nor shall courses taught in the College's Summer programs or Professional Studies Programs.

An affiliated faculty member shall not receive credit for canceled courses or courses completed by another instructor. Affiliated faculty members who team-teach courses shall be awarded credit toward health plan eligibility in the same manner as outlined in Section 4.4 above.

f. Coverage under the group insurance programs are subject to the affiliated faculty member's acceptance by the insurance carrier. Reasonable rules and regulations may be promulgated by the College to make effective the intent and the purpose of this Article. It is understood that the above plans are insured plans, and hence, are subject to all terms, requirements and restrictions that may be imposed by the insurance carriers or by the laws and regulations governing insurance carriers which are now or hereafter applicable. It is understood that the rights of the affiliated faculty members are governed by the terms of the policies and as well as by this Agreement.

4.11 Direct Deposit

The College will pay affiliated faculty members by direct deposit of paychecks to a California bank of the affiliated faculty member's choosing. Affiliated faculty members must comply with the College's procedures for notifying the College in a timely manner of the account number where their paycheck shall be deposited.

4.12 Professional Development Fund

Affiliated faculty on the Los Angeles campus shall be eligible to apply for a monetary award from a Professional Development Fund (the "Fund"), in which the amount of \$1,500 each semester shall be set aside for travel to or for fees associated with professional conferences, workshops or festivals relating to the pedagogic needs of the affiliated faculty in connection with and related to their professional activities at Emerson College. Funds are awarded based on the merit of the application with the intention of dispersing funds fairly among qualified applicants. Affiliated faculty members may apply for funds from this pool of \$1,500 per semester. Applications shall be considered and approved in the preceding semester from when the funds will be used as provided for below. Only those affiliated faculty who have a teaching appointment for the semester in which the funds are to be used may receive such funds.

Eligible affiliated faculty who want to apply for an award from the Fund must submit their applications to the Assistant Academic Dean (or functional equivalent) no later than May 1st for utilization in the subsequent Fall semester and by November 1st for utilization in the subsequent Spring semester.

The Assistant Academic Dean's decision is final and neither the applicant(s) nor the Union have a right to grieve the Director's decisions regarding to whom and in what amounts monies are awarded from the Fund.

Applications will be reviewed by the Assistant Academic Dean, who shall make final decisions on all applications, in consultation with the President of ELAF. Final decisions will be made by the Director no later than August 1st for Fall semester utilization and by December 15th for Spring semester utilization.

Applicants are responsible for abiding by the Guidelines on College Financial Policies at <http://www.emerson.edu/finance%5Foffice>. Receipts for reimbursement for project expenditures must be submitted to the Director by June 15th of the year in which the expenditure is made in order to be eligible for reimbursement.

Funds not awarded in the Fall will roll over into the fund for awards in the subsequent Spring semester. Funds not awarded in the Spring, however, will not roll over into the next fiscal year and shall revert to the College. The Assistant Academic Dean will provide the Union with a list at the end of each semester documenting the award recipients, the size of the awards and how much (if any) money remains in the fund.

Any affiliated faculty member who receives an award from the Professional Development fund shall write a report documenting the work accomplished with such funds. Such report shall be submitted to the Assistant Academic Dean by the end of the semester in which the award is used. Any affiliated faculty member who does not submit the required report will not be eligible for future funding.

Funds approved can be used for professional development no earlier than July 1st and no later than June 15th of the fiscal year following the fiscal year in which the award is granted.

4.13 In addition to the professional development opportunities under 4.12, the College encourages affiliated faculty members to take advantage of non-compensated in-house training related to pedagogy including workshops, seminars and online trainings.

A record of taking advantage of such available programs will be a positive factor for any part time affiliated faculty member who may apply for a full-time position at the College.

If listed as part of a CV or Reflective Statement, a record of taking advantage of such available programs will be a positive factor for a unit member in rehiring decisions.

4.14 Tuition Remission

- a. Affiliated faculty members may have tuition remission for graduate classes at the College subject to the terms below. Eligibility for such tuition benefit begins with courses taken after the affiliated faculty member has successfully completed one semester of teaching at the College.
- b. The Tuition Remission benefit for affiliated faculty members provides eligible faculty to take Emerson College graduate level courses online over the Fall and Spring semesters on a space available basis. Tuition remission is not offered for those online classes offered in connection with either a third-party provider or those courses that are part of programs involving cohorts such as our screen writing programs or Business of Creative Enterprises. While the Tuition Remission benefit is designed to defray the tuition costs incurred by unit members, it does not guarantee enrollment in all desired courses or that participants will be accepted into an Emerson College degree program. Unit members are responsible for the cost of applicable fees (as determined by Student Financial Services), books, supplies, and tax consequences, if applicable.
- c. Affiliated faculty members must be teaching at least one three or four credit course in the semester in which they use this Tuition Remission benefit to be eligible for this benefit and are limited to one graduate course a semester. The affiliated faculty member must complete the Affiliated Tuition Waiver Form from the Office of Academic Affairs and obtain the professor's consent to enroll in the class as long as there are open seats available after the conclusion of the first week of the add/drop period. Affiliated faculty members taking such courses are subject to all College student policies, as may be amended, including those policies regarding the taking of graduate level courses.

4.15 ELA-AAUP Stipend

The President of ELA-AAUP or their designee shall receive a stipend from the College of \$2,000 per academic year, subject to all usual payroll deductions and payroll policies for their work as a liaison between the bargaining unit and the administration.

Particular liaison duties will be set by the Assistant Academic Dean in consultation with the Union President and may change from year to year.

4.16 Retirement

Starting with the Fall 2022 semester, affiliated faculty members who have taught 48 credits shall, as a condition of employment, contribute a minimum of 1.5% of pre-tax salary to the 403(b) Retirement plan. The College shall make a set contribution of 3% of the affiliated faculty member's annual teaching pay to the 403(b) plan. This provision shall only apply to those semesters in which the affiliated faculty member is teaching the required course load.

4.17 Phone and Internet Reimbursement

Starting with the Fall 2022 semester, affiliated faculty members shall receive a stipend of \$30 a month which shall be compensation for the use of the affiliated faculty members' cell phone and personal internet use.

Article 5: Workload

5.1

The College in its sole discretion will determine the courses and number of credits up to a maximum of sixteen (16) credits a year during the term of this Agreement. (see, however, side letter) Determinations of the number of courses and credits assigned under this section shall not be grievable.

5.2 Compensation for Non-teaching Duties

The College and an affiliated faculty member may mutually agree that the affiliated faculty member will perform non-teaching duties and on the wages which the affiliated faculty member will receive for such duties. This may include, if both the College and an affiliated faculty member agree, service on a committee or work performed, at the College's request, on a special assignment. A special assignment may include, for example, designated, pre-authorized, work in formulating a particularly complex framework for a new course outside of the College's current offerings. The College has the discretion to identify such special assignments or respond to inquiries from affiliated faculty members and negotiate them individually with the affiliated faculty members.

5.3 Training and Meetings

Affiliated faculty members will be required to undergo certain mandatory training that the College designates in its discretion. Training may be necessary for reasons such as compliance with law or alignment with College policies and protocols, including, but not limited to, sexual harassment, equity and inclusion, and curricular review and assessment. When the College requires that the faculty engage in training, the College will compensate affiliated faculty members at the rate of \$25 per hour for such training.

For avoidance of doubt, new faculty orientation shall not be considered training for these purposes.

Affiliated faculty attending mandatory Los Angeles faculty meetings shall be compensated at a rate of \$50 per hour.

Affiliated faculty are not required to attend regular College-wide faculty meetings and if they are permitted to attend and choose to attend, they are not compensated. If, however, they are required to attend such a meeting, they shall be compensated at the rate of \$25 per hour.

No payments will be made for attendance at trainings or meetings when attendance is not mandatory.

Compensation paid under this article is for attendance only and not for the time spent commuting or any related commuting expenses.

5.4 Visiting Faculty

The Assistant Academic Dean will consider the areas of expertise and courses taught of all faculty when making course assignments for visiting faculty as well as ELA affiliated faculty.

Article 6: Performance Evaluation

6.1 Identity of Evaluator

The evaluation of affiliated faculty is primarily the responsibility of the Assistant Academic Dean or the Provost.

Affiliated faculty will be evaluated based upon their teaching effectiveness.

6.2 Evaluation

Evaluation of the teaching effectiveness of affiliated faculty may take into account teaching standards set forth in Sections 8.1 and 8.1.2 of the Faculty Handbook as well as the following items, which are not necessarily listed in order of priority.

- i. Review of syllabi, teaching materials and exam materials.
- ii. Student course evaluations from the current semester and, if the affiliated faculty member has been with College longer than a single semester, and the two most recent past semesters.
- iii. Any student and faculty commendations and criticism, both written and oral, about an affiliated faculty member's performance.

- iv. Classroom observations, which may occur at any time by the Assistant Academic Dean or designee, with prior notice to the affiliated faculty member. The Assistant Academic Dean or designee who may observe a class will discuss the observation within thirty (30) days, and will do a written summary of the unit member's performance, which will be shared with the unit member. The unit member may write any rebuttal or comments about the summary. In any case where there is a classroom observation, the affiliated faculty member may request that there be a second observation in that same semester.

The occurrence, or non-occurrence, of a classroom observation, and the Director's observations of that observation, are not subject to grievance.

- v. The CV that the unit member is required to submit to the chair annually.
- vi. The Assistant Academic Dean may also take into consideration any reflective statement that the unit member has chosen to submit to the chair regarding the affiliated faculty member's own teaching regarding topics like the unit member's teaching performance, service to the college and community, professional standing, workshops and trainings attended (in-person and online), scholarly and artistic achievements.

Reflective statements may be submitted at any time but normally should be submitted by November 1st of the academic year for those members at Level 1 and by April 1st for those unit members at Level 2 or higher.

6.3 Non-reappointment Procedures

Prior to the non-reappointment decision of any unit member at Levels 3, 4 or 5, the College will consider the unit member's most recent CV; most recent reflective statement, if any; the three (3) most recent years' student course evaluations (if available); any classroom observations that may have been performed; syllabi, teaching materials and exam materials; and any student and faculty commendations and criticism, both written and oral, about an affiliated faculty member's performance. In other decisions that involve the non-reappointment of unit members at Level 1 or 2, the College is encouraged (though not required) to consider the factors listed above prior to any recommendations on non-reappointment.

- 6.4 The provisions of this Article are not grievable.

Article 7: Reappointment Decisions

7.1 Non-reappointment Criteria

A decision to not reappoint an affiliated faculty member may be based on any of the following considerations:

- a. Teaching performance

- b. Disciplinary reasons, such as those listed as just cause in Article 3.6
- c. Elimination or downsizing of a department or program; a reduction in the number of courses or sections offered; or other general curriculum modifications or needs
- d. The hiring of a full-time affiliated faculty member or professional staff member, or the reassignment of course work to current full-time affiliated faculty members or professional staff, that has the effect of reducing the need for an affiliated faculty member's services
- e. Financial considerations that warrant reduction in teaching staff.

7.2 Non-reappointment based on such factors shall be at the College's sole discretion and shall not be grievable, except that any affiliated faculty member in Levels 3, 4 or 5 who is not given a new appointment due to performance related or disciplinary reasons may grieve such decision under the Grievance and Arbitration Procedures under the standard of whether the College acted arbitrarily or capriciously. The College will articulate in writing the reasons for non-reappointment at the time of notice for all unit members at Levels 3, 4 or 5 who are not reappointed due to performance-related and/or disciplinary reasons.

7.3 Notification to the Union

The College will provide ELA-AAUP automatically and simultaneously a copy of the non-reappointment notices for those at Levels 3, 4 or 5. The College will also notify the Union when courses are canceled or eliminated.

Article 8: Grievance Procedure and Arbitration

8.1 Definition of a Grievance

- a. For the purposes of this Agreement, a grievance shall be defined as a dispute between the College and the Union, or its employees employed by the College at the College's Los Angeles campus, arising out of the employment of affiliated faculty at the College's Los Angeles campus, including but not limited to the following: 1) disputes as to the meaning or application of the provisions of this Agreement; 2) the California Labor Code; and, 3) the California Private Attorney General Act. Any grievance brought by an individual shall proceed solely on an individual basis without the right of such grievant, proceeding as an individual, to have the grievance arbitrated on a class or collective basis.
- b. The Union may file a grievance. An affiliated faculty member may not file a grievance. However, the Union may file a grievance on behalf of an affiliated faculty member.
- c. The written grievance must contain the following or it will not be processed:

1. The facts upon which the grievance is based;
 2. The expressed provision(s) of this Agreement allegedly violated and an explanation of how the facts state a violation of such provision(s); and
 3. The remedy sought.
- d. The Union may not file a grievance against the College for an action engaged in by an affiliated faculty member or a full-time affiliated faculty member or the Emerson Los Angeles Chapter of the American Association of University Professors (herein referred to as ELA-AAUP). The Union may file a grievance against the College for an action engaged in by the Assistant Academic Dean or other administrator which directly violates an expressed provision(s) of this Agreement.

8.2 Procedure

The College and the Union may attempt to resolve informally a grievance consistent with the terms of this Agreement. If the College and the Union are not successful in resolving the grievance informally, then the formal procedures set forth below will apply.

Step 1

a. The Union must submit its grievance in writing either by emailing the written grievance (and using certified mail, return receipt requested, as a backup), or emailing it, return receipt requested to the Assistant Academic Dean or by an authorized Union representative personally delivering the written grievance to the College's Academic Dean (and no one else) and contemporaneously receiving a written acknowledgment of said delivery from the College's Academic Dean (and no one else) on or before the thirtieth (30th) business day after the action to be grieved first occurred. Upon request by the College, the Union must provide to the College's Assistant Academic Dean a copy of the completed USPS Receipt for Certified Mail to prove that the written grievance was mailed on or before the thirtieth (30th) business day after the action to be grieved occurred. Failure to submit a written grievance in a timely manner or to provide a copy of the requested completed USPS Receipt for Certified Mail will render the grievance untimely, the grievance will be deemed denied and the grievance will not be processed.

b. On or before the seventh (7th) business day after the receipt of the Union's written grievance by the College's Assistant Academic Dean, the College's Assistant Academic Dean or a designee will meet with the Union's President or a designee concerning the written grievance. On or before the fifth (5th) business day after said meeting, the College's Assistant Academic Dean or designee will email (and mail as a backup) written answer to the grievance by certified mail, return receipt requested, or by email, return receipt requested, to the Union's President.

Step 2

If the Union is dissatisfied with the written answer by the Assistant Academic Dean at Step 1, it may, on or before the seventh (7th) business day after receipt of the Assistant Academic Dean's answer, appeal the grievance in writing to Chief Academic Officer of the College at Step 2. At this Step, the parties will arrange for a telephonic conversation about the grievance within fourteen (14) business days. Within fourteen (14) business days of the telephone conference, the Chief Academic Officer will mail a written answer to the grievance by certified mail, return receipt requested, to the Union President. The written answer will be deemed to be the final resolution of the grievance unless arbitration is sought on or before the twentieth (20th) business day after said answer is mailed by the College.

Step 3

If the grievance is appealed from Step 2 to the American Arbitration Association on or before the twentieth (20th) business day after said answer is mailed, the Union must mail by certified mail, return receipt requested, or by email, return receipt requested, a copy of the Demand for Arbitration to the College. Upon request by the College the Union must provide a copy of the requested completed USPS Receipt for Certified Mail or email receipt. The parties may agree not to use the services of the American Arbitration Association and select a mutually acceptable arbitrator to resolve the grievance within the appeal period but this process will not extend the appeal period.

8.3 Arbitration

- a. Multiple or related grievances will not be resolved in the same arbitration proceeding unless mutually agreed to by the College and the Union in writing.
- b. Each party will pay any compensation and expenses (including time off from work) relating to its own witnesses and/or representatives. However, affiliated faculty members who are to be witnesses on behalf of the Union at the scheduled arbitration proceeding will be permitted to attend so long as they make arrangements for their scheduled classes to be covered by another qualified affiliated faculty member at no expense to the College and inform in writing the Assistant Academic Dean at least three (3) business days in advance of such arrangement. The covering affiliated faculty member shall be subject to the approval of the Assistant Academic Dean.
- c. The fee of the arbitrator and other administrative expenses of the arbitration, including room rental if applicable, shall be shared equally by the parties,
- d. Either party may request that a stenographic record of the hearing be made and that party may provide a copy of that record to the arbitrator. The party requesting such a record will pay the cost; however, if the other party also requests a copy, the stenographic costs will be shared equally.

- e. In arriving at any decision under the provisions of this Article, the arbitrator shall not have the authority to alter this Agreement in whole or in part or to add to or delete any of its provisions or to render any award in conflict with its provisions. The award shall be based solely upon the evidence and arguments presented to the arbitrator in the presence of both parties and also may be based upon arguments presented in written briefs exchanged between the parties so long as such arguments are based upon the evidence presented at the arbitration hearing. The arbitrator may decide only whether the College violated this Agreement as alleged in the grievance and the appropriate remedy under this Agreement, if any.

8.4 General Provisions

- a. A grievance relating to a violation of the No-Strike/No-Lockout provisions of this Agreement will be processed as provided for at Article 13 of this Agreement.
- b. Time limits designated in this Article for processing grievances and for bringing a matter to arbitration may only be extended by mutual written consent between the parties and cannot be extended by an arbitrator. Failure to comply with any time limitation by the Union will render the grievance untimely, the grievance will be deemed denied and the grievance will not be processed unless specific language in this Article provides otherwise. In the event of a failure to comply with any time limitation by the College, the grievance will automatically advance to the next step in the process.
- c. Union representatives authorized to deliver a grievance to the Assistant Academic Dean the Union President and Union Grievance Officer.
- d. The College and the Union jointly acknowledge the right of any affiliated faculty member to discuss potential grievances directly with the Assistant Academic Dean or a designee to work out the settlement of such problems so long as such settlements are not inconsistent with the terms of this Agreement. The union shall promptly be apprised of any such settlements. Such informal discussions shall not toll the time period for the Union to file a formal grievance under this Article.

Article 9: Representation

9.1 Access to Information

- a. The College's Assistant Academic Dean or a designee will provide the Union each semester during the academic year the following information according to the schedule set forth below: the name, home address and e-mail address, as self-reported through the College's information system of record of each affiliated faculty member teaching that semester in the bargaining unit set forth at Article 1; the course(s) being taught that semester by each affiliated faculty member; the payment for each course being taught that semester by each affiliated faculty member; the scheduled day and time for each course being taught that semester by each affiliated faculty member and the Level status

of each affiliated faculty member. This information will be provided to the Union's President electronically.

1. Fall Semester

- a. On or before August 15th of each year of this collective bargaining agreement, the College will send to the Union a list containing the names and addresses, and email and phone numbers as self-reported through the College's information system of record of all those to whom the College has offered appointments for the Fall term. The College further agrees that it will send the Union notice of any additional late or emergency appointments within a week of when such appointments are offered
- b. Not later than November 1st: All affiliated faculty members' names, mailing addresses, email, and phone numbers, if provided by the affiliated faculty member.

2. Spring Semester

- a. Between January 13th and January 21st: Returning affiliated faculty members' names, mailing addresses, email and phone numbers, as self-reported through the College's information system of record who were sent appointments by the College, new part-time faculty will be included if they have returned their signed contracts; and
- b. Not later than March 1st: All affiliated faculty members' names, mailing addresses. email and phone numbers, if provided by the affiliated faculty member.

b. Audited Financial Statements and LM Forms

The College's Chief Financial Officer will provide the Union with a copy of its annual audited financial statements within ten days of their availability for distribution provided that the Union provides the College's Chief Financial Officer with a copy of its Labor Organization Annual Report (Form LM-2 or LM-3) within ten business days of its filing with the U.S. Department of Labor.

c. ELAF Constitution, Bylaws, Officers' Contact Information

The Union will provide the College's Assistant Academic Dean or a designee with a copy of its constitution and bylaws within ten days of signing this Agreement and will provide updated amendments to the College's Assistant Academic Dean or a designee within ten days of their effective date. Prior to the start of each academic year, the Union will provide the College's Executive Director of Academic Administration with the names and current contact information for the Union's officers. If this information changes during the course of any

given academic year, the Union will promptly provide the Executive Director of Academic Administration with accurate updated information.

- d. Simultaneous with the College's offer of an appointment to a new affiliated faculty member, the College will notify the affiliated faculty member of this Agreement and that a copy of this Agreement appears on the Union's website to the extent that website (<https://www.elafaculty.com/>) is maintained by the Union.

9.2 Communication and Meetings

- a. The Union may hold meetings on the College's Los Angeles campus, provided that such meetings are held for the purpose of carrying out the Union's official business, provided that the Union ensures that those permitted to attend and/or participate in such meetings (either in person or remotely) are limited to Emerson faculty bargaining unit members, together with representatives of the AAUP, and provided that facilities are available and the Union complies with all applicable College rules, regulations and practices relating to the use of such facilities.

- b. **Services and Equipment**

For the purpose of carrying out its official business, the Union may use the following College services and equipment: part-time faculty mailboxes and intra-campus mail; on-campus mail: local and toll telephone services; copying equipment; and United States Postal Service mail, except for certified mail.

- c. **Bulletin Boards**

1. The Union may post official Union notices on College bulletin boards, which are normally used for notices to affiliated faculty members.
2. The Union must be clearly identified on the face of any posted material. The Union is solely responsible for all costs associated with any posting. Posted material must clearly display the date of posting by the Union and must be removed by the Union no later than twenty-one (21) calendar days after posting.
3. A copy of the posted material will be provided by the Union to the College's Assistant Academic Dean or a designee at or before the time of posting.
4. A notice not posted in accordance with this Article may be removed by the College.

d. Hold Harmless

If the Union chooses to avail itself of College facilities, equipment or services, the Union shall hold the College harmless for any alleged failure or unavailability of such facilities, equipment or services. Furthermore, the Union shall not file grievances under this Agreement alleging the failure or unavailability of such facilities, equipment or services interfered with or adversely affected the carrying out of Union business.

e. Interruptions

The Union will not interrupt or interfere with the duties of the faculty or the operations of the College in carrying out official Union business or in its use of College facilities, equipment, or services.

f. Union Contact Information

The Union's telephone number and address for purpose of notice are will be provided to the employer at the start of each academic year. Any address or telephone number change must be made in writing by via email, sent to the College's senior member of Human Resources and the College's Assistant Academic Dean.

g. College Directory

The College will list the Union on the College's website on a page relating to ELA, and will identify the names, telephone numbers and email addresses of the Union's president, secretary/treasurer and vice president, and grievance officer.

9.3 Indemnification

The Union will indemnify and hold harmless the College, its trustees, officers, agents and employees, against any and all suits, claims, demands, proceedings or other liabilities for damages or penalties that may arise out of any action that might be taken or is taken by the College for the purpose of complying with Article 9.4.a-h, particularly with respect to the correctness of any dues deductions furnished by the Union to the College and any adverse employment action taken by the College at the request of the Union. The College shall undertake the defense of such claims and all expenses thereof, including legal fees, shall be paid by the Union.

9.4 Union Shop

- a. Each affiliated faculty member in the bargaining unit and any new affiliated faculty member coming into the unit, as a condition of employment, will become a member of the Union after thirty-one (31) days of employment and remain a member of the Union for the duration of this Agreement provided they remain actively employed. It

is understood that, in accordance with the law, the requirement to become a union member can also be met by "financial core" membership only.

- b. All bargaining unit members shall either (1) provide the College with written authorization to deduct membership dues in accordance with Article 9.4.c below, or (2) make alternate arrangements with the Union to pay the membership dues. The parties agree that the Union's represented members are obligated to pay Union dues only during the Fall and Spring semesters when they are teaching at least one three (3) credit course at the College.
- c. Any unit member who desires to have Union dues deducted from their paycheck must submit a written authorization form, as approved by the parties, to Payroll no later than November 16th for anyone who wishes to have dues deducted on or about December 15th, and by March 16th for anyone who wished to have dues deducted on or about April 15th.

The College will forward to the Union the withheld funds, subject to deductions authorized by Article 9.2.d above, within ten business days of the date on which the funds were withheld.

The Union agrees that, with the exception of the College's obligation to deduct dues from the salaries of the Union members, the Union shall have the sole responsibility of collecting any and all dues owed by any of its members and notifying its members that they are in arrears.

- d. The Union agrees that it will not change the amounts certified by it on March 15th until November 15th of the same year and that it will not change the amounts certified by it on November 15th until March 15th of the next year.
- e. Any authorization forms that are submitted to the College will remain in effect until the expiration of this Agreement, unless the affiliated faculty member separates from employment or unless an affiliated faculty member revoke their authorization to deduct dues at an earlier date by providing written notice to the College's payroll department and the Union President of his/her cancellation of that authorization.
- f. The College will be under no obligation to make any deduction if the affiliated faculty member's wages, after other deductions required by law or authorized by the affiliated faculty member, are less than the amount subject to checkoff. In such an event, it will

be the responsibility of the Union to collect its membership dues and fees for that semester directly from the affiliated faculty member.

- g. The Union will provide a checkoff authorization form to the Payroll Department to authorize deductions, which form shall be reasonably acceptable to the College's Chief Financial Officer.
- h. An affiliated faculty member will not be reappointed by the College upon written request by the Union so long as the affiliated faculty member has not tendered their membership dues.
 - 1. If the Union notifies the College in writing that a represented affiliated faculty member has not tendered dues and thus the individual should not be reappointed ("Request for Non-reappointment"), then the following should occur:
 - 2. Within ten (10) business days after receiving a request for non-reappointment, the College will send a written notice to the affiliated faculty member at issue, copying the Union. This notice will state that pursuant to section 9.5 of the collective bargaining agreement, the Union has notified the College that the unit member has not complied with those requirements and requested that the College not offer appointments for the life of the collective bargaining agreement based on the Union's contention that the affiliated faculty member has not complied with the contractual obligations under Article 9.5 (b) of the Agreement. Accordingly, the College will not be offering the affiliated faculty member another appointment for the [first affected term] or any subsequent term for the life of the collective bargaining agreement, unless the affiliated faculty member submits documentation to both the Union and the College within ten (10) calendar days of the date of this notice, maintaining that the Union is in error and the affiliated faculty member does not indeed owe dues.
 - 3. If the College receives a request for non-reappointment of a represented affiliated faculty member from the Union between October 16th and December 31st, the affiliated faculty member may nonetheless be appointed to teach in the upcoming Spring semester. However, such faculty member will not be reappointed for the subsequent Fall semester or any subsequent semester for the life of the Agreement.

4. If the College receives a request for non-reappointment of a represented affiliated faculty member from the Union between January 1st and April 1st, then the affiliated faculty member shall not be reappointed to teach in the upcoming Fall semester or any subsequent semester for the life of the Agreement.
5. If the College receives a request for non-reappointment of a represented affiliated faculty member from the Union between April 1st and October 15th, the affiliated faculty member may be appointed to the upcoming Fall semester but will not be appointed to teach during the subsequent Spring semester or any subsequent semester for the life of the Agreement.
6. The parties agree that all future appointment letters to unit members will contain, inter alia, the following provision:

In addition to being subject to the other terms and conditions of employment delineated in the collective bargaining agreement between the College and ELAF-AAUP, I would particularly call to your attention to the union shop provisions of Article 9.4. That section requires that, after 31 days of being employed by the College, you must become a dues paying member of the Union as a condition of employment at the College. This obligation also applies even if you have already been offered a multiple semester appointment. You can satisfy this obligation either through direct payment/arrangement with ELAF or through a written authorization of an automatic deduction from your wages during the terms when you are employed at Emerson. The collective bargaining agreement may be found at ELAF website (www.elafaculty.com) and you should contact ELA's President for further information about this, financial obligation.

Article 10: Non-Discrimination

10.1 Neither party will discriminate against or harass any affiliated faculty member because of an individual's age (40 and over); ancestry; color; religion/religious creed (including religious dress and grooming practices); denial of family and medical care leave; physical or mental disability (including HIV and AIDS); marital status; medical condition (including cancer-related health impairments and genetic characteristics); genetic information; military and veteran status; national origin (including language use restrictions and possession of driver's license obtainable by undocumented persons); race; sex (including pregnancy, childbirth, breastfeeding, and related medical conditions); gender, gender identity, and gender expression; and sexual orientation, Union activity or lack thereof or Union membership or lack thereof, or any other consideration made unlawful by federal, state, or local laws

The College also prohibits discrimination and harassment based on an individual's participation in a protected activity (such as reporting alleged discrimination or harassment). Retaliation against any individual who raises a good faith report under the College's Policy against Discrimination, Harassment and Retaliation is strictly prohibited.

10.2 Affirmative Action and Faculty Diversity

The College and ELAF-AAUP agree to the importance of developing and implementing nondiscrimination and affirmative action policies. Represented affiliated faculty members have a shared responsibility and commitment to promote a nondiscriminatory College environment. The College agrees and acknowledges the importance of developing a non-discriminatory culture and environment that is respectful and adheres to this ideal and will, where applicable, endeavor to include affiliated faculty in initiatives around such work.

Article 11: Past Practices

All past practices end upon the execution of this Agreement.

Article 12: Separability

The provisions of this Agreement are deemed to be separable to the extent that if and when a final judicial judgment determines any provision of this Agreement in its application between the College and the Union to be in conflict with any law or regulation, such decision shall not affect the validity of the remaining provisions of this Agreement, but such remaining provisions shall continue in full force and effect; provided, further, that in the event any provision or provisions are so declared to be in conflict with a law or regulation, both parties shall meet for the purpose of negotiating an agreement on the provision or provisions so invalidated.

Article 13: No Strike/No Lockout

13.1 No Lockout

The College agrees that it will not lock out any or all part-time affiliated faculty members during the term of this Agreement.

13.2 No Strike

The Union, its representatives and members will not strike, picket, engage in a sympathy strike, or significantly interfere with the work and business of the College. Should any of the above-mentioned conduct occur that is not authorized by the Union, the Union, within 24 hours of the College's request, or within 24 hours of knowledge of the events (whichever comes first), will take the following actions:

1. Advise the College in writing that such faculty action has not been authorized or sanctioned by the Union; and
2. Advise the faculty by email, regular mail and other available means that it disapproves of such action(s) and instruct them to cease such activities immediately.

This provision shall not preclude the College from proceeding with its rights under 12.3 or 12.4.

13.3 Discipline

The College has the right to discipline, suspend, or discharge any or all part-time affiliated faculty taking part in any violation of this Article. The question whether the affiliated faculty member violated this Article is subject to challenge under Article 8, Grievance Procedure and Arbitration. However, the College's decision to discipline, suspend or discharge an affiliated faculty member who violated this Article shall not be subject to challenge under Article 8, Grievance Procedure and Arbitration.

13.4 Arbitration

The College or the Union shall be entitled to obtain immediate arbitration whenever a violation of Section 13.1 or Section 13.2 above shall be alleged. In this event, notice shall be made by the party alleging a violation by the other party. Notice may be by telephone or by mailing to or leaving written notice at the address of record for the party alleged to be in violation. The arbitrator shall hold a hearing as early as possible but no later than forty-eight (48) hours after notice to the party alleged to be in violation and shall render an award within twelve (12) hours after the hearing. In such case, the arbitrator shall make findings of fact concerning the alleged violation, and if a violation shall be found to have occurred, the arbitrator shall direct appropriate relief, including an order requiring the party in violation and/or the affiliated faculty member(s), if applicable, to desist from any violation of Section 13.1 or Section 13.2 hereof and an award for damages, including liquidated damages, for a breach of this Article against the College or the Union and/or the affiliated faculty member(s), if applicable. Upon receipt from the arbitrator of a finding that a violation of Section 13.1 or Section 13.2 has taken place, the College or the Union may proceed forthwith to secure a court order to confirm and enforce the Arbitrator's Award.

13.5 It is intended and agreed that this Article shall be the exclusive means for the determination of all grievances and disputes based upon an alleged breach of this Article. Neither the College nor the Union nor any affiliated faculty member(s) shall institute any action or proceeding in a court of law or equity, state or federal, other than to compel arbitration or to correct, confirm, vacate, modify or secure enforcement of any award or decision of the arbitrator. This provision will be a complete defense to and grounds for a stay of any action or proceeding instituted by any party, person or entity contrary to this Agreement.

13.6 Whenever a violation of this Article shall be alleged, notification by telephone shall be made by the party alleging a violation to any of the arbitrators listed. The arbitrator should be chosen according to their availability to immediately review the case. The parties agree to choose an arbitrator in accordance with American Arbitration Association procedures.

13.7 The cost of the arbitration shall be shared equally by the College and the Union.

Article 14: Faculty Responsibilities

14.1 Class Meetings

Affiliated faculty members shall meet each class at the scheduled time and place as set forth by the Assistant Academic Dean and the Registrar. Affiliated faculty members are responsible for seeing that each course has the full number of class meetings required. Affiliated faculty members shall notify the Assistant Academic Dean in writing (which includes e-mail and fax) if unable to teach a class, and shall make arrangements with the Director for a time and place to make up the missed class on or before the last day of classes for the current term and notify the Assistant Academic Dean in writing (which includes e-mail) when the missed class is made up.

14.2 Faculty shall provide an up-to-date curriculum vita yearly and a syllabus following Syllabus Guidelines no later than first day of class.

14.3 Faculty shall adhere to applicable College policies, which are available at <https://www.emerson.edu/policies>.

14.4 An affiliated faculty member shall abide by each of the following policies for each teaching assignment:

a. Assignments and Attendance

College policy regarding class attendance, student projects, and student assignments.

b. Syllabus

A course syllabus prepared by the affiliated faculty member and approved by the Assistant Academic Dean must be on file with the Assistant Academic Dean for each teaching assignment each semester. An affiliated faculty member must submit a course syllabus to the Assistant Academic Dean for approval in a format and by a date to be determined by the Assistant Academic Dean.

Each course syllabus must be based upon the course outline and state the course of study, course objectives, student assignments and tests, criteria for grading, expected weekly hours of out-of-class student preparation, expectations for the students' educational attainment, the opportunity for a student to schedule advising

time by appointment with the affiliated faculty member, and other related matters directed by the Director.

The affiliated faculty member will provide a copy of the course syllabus for each of his/her teaching assignments to each student at the first-class meeting.

The affiliated faculty member must follow and carry out the course syllabus for each teaching assignment.

c. **Grading and Records**

Each student in each teaching assignment must be tested or otherwise formally assessed and awarded grades by the affiliated faculty member in accordance with College policy, including Departmental policy. Grades for each student in each teaching assignment must be submitted to the Registrar on a date to be determined by the Registrar. The affiliated faculty member's record of grades for each test, paper or project for each student in each teaching assignment must be provided to the Assistant Academic Dean upon request.

d. **Jury Duty**

If an affiliated faculty member is selected for jury duty, the affiliated faculty member and the College shall endeavor to find a mutually acceptable accommodation for the jury service that minimizes disruption to the students whose class(es) meet during the jury service. Affiliated faculty members shall notify the Assistant Academic Dean if they have been summoned to jury duty if it may pose a possible scheduling conflict.

Article 15: General Provisions and Definitions

15.1 "Business Day"

The term "business day" as used in this Agreement is a weekday on which the College's administrative offices are open even if academic classes are not in session.

15.2 "Academic year"

The term "Academic Year" as used in this Agreement shall consist of two terms referred to as the "Fall Term" and the "Spring Term." Each term shall consist of 15 weeks. The College reserves the right to set the academic calendar.

15.3 Minimum terms

The College, in its discretion, may employ an affiliated faculty member upon any wages, hours, terms and conditions of employment which the College determines appropriate so long as such wages, hours, terms and conditions of employment are not less favorable than those set forth in this Agreement. The granting or not granting to an affiliated faculty member of wages, hours,

terms and conditions of employment which are more favorable than those set forth in this Agreement is at the discretion of the College and shall not be subject to grievance and arbitration under Article 8.

15.4 “Notice”

Notice to an affiliated faculty member is accomplished by mailing said notice by first class mail to the faculty member's address on file in the office of the College's Assistant Academic Dean.

15.5 “Faculty member” and “Affiliated faculty member”

The term “faculty” or “faculty member(s)” or “affiliated faculty member(s)” means affiliated faculty member(s) in the unit set forth at Article 1, unless specifically stated otherwise.

15.6 “Party”

The term “party” means the College or the Union individually.

15.7 “Parties”

The term “parties” means the College and the Union collectively.

15.8 “AAUP Representative”

- a. The term “AAUP representative” means an employee or official representative of the American Association of University Professors (AAUP) who has been appointed by the AAUP to service the Union.
- b. Notification
The Union's President will notify in writing the College's Assistant Academic Dean not later than ten (10) calendar days after such appointment the name, title and business address of each AAUP representative. In no event will there be more than two (2) AAUP representatives at the same time.

The College's Assistant Academic Dean must be notified in writing by the Union President not later than three (3) calendar days prior to an AAUP representative coming on campus to attend to Union business.

- c. The College recognizes that from time-to-time other individuals may have a good faith need to attend a meeting of the Union (see Article 9.2.a). The College's Assistant Academic Dean must be notified in writing by the Union President not later than five (5) calendar days prior to said meeting the name, title and business address of each individual. The College's Assistant Academic Dean must approve in writing to the

Union President each such individual's entry on campus. Such approval will not be unnecessarily withheld.

15.9

a. Indemnification

The Union will indemnify and hold harmless the College, its trustees, officers, agents and employees, against any and all suits, claims, demands, proceedings or other liabilities (1) for damage to property or injury to any persons caused by the Union or its agents, representatives, employees or members acting not in a capacity as employees of the College, or (2) that may arise out of any action taken by the College for the purpose of complying with this Agreement. The College shall undertake the defense of such claims and all expenses thereof, including legal fees, shall be paid by the Union.

- b. Section 15.9.a applies to this Agreement, except for Sections 9.4.a-g and 9.5.a-i as those Sections are indemnified by Section 9.3.

Article 16: Miscellaneous

16.1 Email, Library, and Building Access

Email access and building access will ordinarily only be terminated at the beginning of the second consecutive semester (fall or spring) where the affiliated is not teaching for the College. However, the College retains its right to immediately terminate email and/or building access of any unit member who is terminated for cause, or if the College reasonably believes the unit member's continued access poses a threat to any member(s) of the Emerson College community. An illustrative list of what might be a reasonable belief would include but is not limited to: The College believes the unit member is suspended for cause, the unit member has been issued a no trespass order, the unit member has received a no-contact order, or similar circumstances.

16.2 Evaluations of Administrators

Affiliated faculty may provide feedback to the Provost in the event of a formal evaluation of the Assistant Academic Dean. Such feedback may be provided anonymously.

16.3 Title Changes

Affiliated faculty in Levels 1 and 2 shall be referred to as "Affiliated faculty members."
Affiliated faculty in Levels 3, 4 or 5 shall be referred to as "Senior Affiliated faculty members".

16.4 Parking

Parking will be available on a space-available basis at no charge to the affiliated faculty member.

Article 17: Management Rights

17.1 All management rights, powers, authority, responsibilities and functions, whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, are retained and vested exclusively in the College unless specifically modified by a specific provision of this Agreement.

17.2 Without limiting the generality of 17.1 above, the College has the right to the full and exclusive control, management, operation and direction of its business and affairs in carrying out its educational mission, including, but not limited to, the determination of its education mission, its activities, its business and its location. The College has the right to establish academic policy; to establish, restructure or discontinue academic units, programs and specific courses; to determine which courses shall be offered; to determine the number and qualifications of faculty; to appoint, reappoint, terminate, evaluate or not reappoint faculty; to establish standards, duties and workload for faculty; to assign or reassign an affiliated faculty member's academic assignments; to determine the number of students per class and student qualifications; to determine days and hours of operation; and otherwise to manage the College to attain its goal of excellence in teaching and scholarship.

Article 18: Waiver of Rights

The failure by either party to insist in any one situation upon performance of any of the terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the College or the Union to future performance of any such term or provisions, and the obligation of the parties to such future performance shall continue.

Article 19: Pre-Existing Rights, Privileges or Benefits

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are fully and exclusively set forth in this Agreement. Therefore, the College and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement. All rights and duties of both parties are specifically expressed in this Agreement and such expression is all-inclusive. This Agreement constitutes the entire agreement between the parties and concludes collective bargaining for its terms, subject only to a mutual agreement to amend or supplement this Agreement.

Article 20: Duration of Agreement

20.1 Termination Date

This Agreement shall be in full force and effect from September 1, 2021 to June 30, 2026, and shall continue from year to year thereafter unless written notice to terminate this

Agreement is served by either party upon the other by certified mail, return receipt, and such notice is received at least sixty (60) calendar days prior to the date of expiration, in which event this Agreement shall terminate at midnight of June 30, 2026 unless renewed or extended by mutual written agreement signed by the parties.

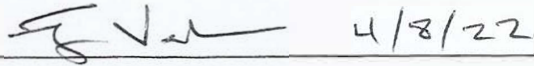
20.2 Negotiation Deadlines After Initial Notice

If notice of termination is given as provided for, negotiations for a new Agreement shall begin within thirty (30) calendar days of the receipt of such notice but in no event earlier than ninety (90) days prior to the expiration date of this Agreement.

FOR: EMERSON COLLEGE



FOR: Emerson Los Angeles Faculty, AAUP



Dated: April __, 2022

MEMORANDUM OF UNDERSTANDING ON WORKLOAD


Emerson College ("College") and the Emerson Los Angeles of Emerson College, American Association of University Professors ("Union") enter into this agreement as part of the Agreement.

1. This agreement supplements Article 5 of the Agreement and is incorporated in and made part of said Article 5.

2. The affiliated faculty members listed below may be assigned by the College to teach up to the maximum number of credits set forth below each academic year during the term of this Agreement.

Name	Credits
Jennifer Vandever	24
Brad Lemack	24

3. The College will not provide copies of this Memorandum to affiliated faculty covered by this Agreement or a third party. However, the Union may provide copies of this Memorandum to affiliated faculty covered by this Agreement or a third party.



Emerson College

 4/8/22

Emerson Los Angeles Faculty, AAUP