



SEIU 500 CAL
Part-time faculty uniting to
improve higher education



MICA Contract Highlights

The contract gives us greatly improved job security. Through protections on being re-appointed, access to academic freedom, binding arbitration, and a “just cause” standard on discipline and dismissal adjunct faculty members are now much more stable and secure in our jobs. A timetable for notification of assignments and a fee for last-minute cancellation of classes will help us plan our lives better.

Protection on reappointment through “good faith consideration” restricts MICA’s ability to deny appointment to courses we have taught previously: Part-time faculty members who have taught a course for a minimum of four (4) semesters within a period of five (5) academic years will receive “good faith consideration” for an appointment to teach the same course. This means that reappointment to teach this course may only be denied in specific circumstances outlined in Article 5 of the contract. These circumstances include program or departmental downsizing, elimination of courses, cancellation due to under-enrollment, absorption of the course by a full-time faculty member, poor performance or misconduct (allegations of poor performance or misconduct may be grieved under the contract), or the availability of an alternate part-time faculty member not currently employed by the College who, in the College’s reasonable discretion, either (i) demonstrably enhances the diversification of the delivery of the specific course offering or (ii) possesses professional qualifications that are demonstrably better suited to teach the specific course taught by the impacted part-time faculty member.

If an adjunct faculty member who has good faith consideration is displaced in the latter situation, and is not offered another course, the displaced faculty member shall receive a one-time payment equal to twenty-five percent (25%) of the part-time faculty member’s salary rate for the course, provided the faculty member has taught the course at MICA for at least six (6) semesters. Good faith consideration may be restored within 3 years if the alternative faculty members ceases teaching the course.

If reappointment is denied under Article 5 of the contract for other reasons, MICA shall reasonably consider offering the impacted faculty member an available scheduled course that the part-time faculty member is qualified to teach.

Assignments will normally be made by April 1 and November 1 for the following semester.

The contract establishes a ‘just cause’ standard for discipline and dismissal. This means that MICA must provide substantial evidence of alleged wrongdoing to justify discipline or dismissal, and must not act in an arbitrary, capricious or illegal manner.

Grievance Procedure and Binding Arbitration:

Disputes over discipline or dismissal, or any potential violation of our rights under the contract, are resolved through a grievance and arbitration procedure, and ultimately decided through “binding arbitration” by a neutral third party.

Academic Freedom:

The contract states that part-time faculty members shall have the same academic freedom and responsibility and held to the same expectations with regards to teaching as full-time faculty as set forth in the Faculty Handbook. Our part-time faculty union shall be notified and provided an opportunity to comment on proposed changes to the Faculty Handbook, including any changes in expectations regarding teaching responsibilities. MICA and the Union pledge to work together to ensure compliance with MICA’s student code of conduct and plagiarism policy.

Cancellation fee:

If a course is cancelled within 21 calendar days before the date of the first class, the part-time faculty member will receive a cancellation fee of \$300. If the course is cancelled after classes begin, the part-time faculty member shall be paid a cancellation fee that is pro-rated based on the number of classes actually taught.

Salaries: The contract greatly enhances part-time faculty members’ ability to move up the salary scale annually by allowing professional experience to count and allowing us to combine professional experience and teaching. The number of teaching credits required to move up a step in the scale is reduced from 18 to 15, though you can move up with less teaching credits if you combine teaching with professional experience. The rates at each step are increased and the steps themselves increase over the life of the contract. If you think you are on a lower step than you should be, or if you haven’t applied to move up in recent years, you may apply for a readjustment to the correct step in the first few months of the contract.

The salary scale for a three (3) credit course shall be as follows, effective in the 2015-2016 academic year (the scale shall be prorated by credit hour for courses that are more or less than three credits):

Step	Salary
Step 1 (Bachelor’s degree or BFA)	\$3,326
Step 2 (Master’s degree or MFA)	\$3,427
Step 3 (Doctoral degree)	\$3,528
Step 4	\$3,629

Step 5	\$3,730
Step 6	\$3,830
Step 7	\$3,931
Step 8	\$4,032
Step 9	\$4,133
Step 10	\$4,234
Step 11	\$4,334
Step 12	\$4,435
Step 13	\$4,536
Step 14	\$4,637
Step 15	\$4,738
Step 16	\$4,838
Step 17	\$4,939
Step 18	\$5,040

A new step, Step 19, shall be created at one hundred dollars (\$100) above the step 18 rate for the 2016-2017 academic year.

A part-time faculty member may move up one step each year with teaching experience (15 credits) or professional experience (2000 hours per year) including contract and freelance work, or a combination of both. You can apply for your step increase annually by June 30.

The salary scale shall be increased by one per cent (1%) plus the percentage COLA increase applied to the full time faculty scale in both the 2016-2017 and 2017-2018 academic year.

If a part-time faculty member believes that he/she has not been given proper credit for past teaching experience for purposes of placement on the salary scale you may request a review. Such a request for review must be submitted for consideration prior to November 1, 2015.

Existing benefits offered to adjunct faculty by MICA are codified and protected in the contract. These include access to medical plans at employee's full cost, credit union membership, discounted gym membership, bookstore discount and Commuter Choice program.

The salary scale for SPCS faculty is as follows. The criteria for advancement on this salary scale will be the same as for Degree Program Faculty. The salary scale shall be prorated by credit hour for courses that are more or less than three credits.

SPCS Non-Degree Credit Bearing Faculty Salary Scale	
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Step 1	\$2,722
Step 2	\$2,786
Step 3	\$2,850
Step 4	\$2,914
Step 5	\$2,978
Step 6	\$3,042
Step 7	\$3,106
Step 8	\$3,170
Step 9	\$3,234
Step 10	\$3,298
Step 11	\$3,362
Step 12	\$3,426
Step 13	\$3,490
Step 14	\$3,554
Step 15	\$3,618
Step 16	\$3,682
Step 17	\$3,746
Step 18	\$3,810

Through establishing a fair and transparent evaluations procedure, mandated access to services and materials, and the creation of a professional development fund the contract supports teaching excellence for part-time faculty at MICA.

Evaluations:

Part-time faculty will be evaluated by a panel of Evaluators in their first semester of teaching at MICA and, thereafter, in each succeeding sixth semester of teaching. The purpose of evaluations is to assure excellence in teaching and adherence to academic and professional standards.

The formal evaluation report will be based on teaching effectiveness as evidenced by student course evaluations, peer evaluations, classroom observation, a review of the syllabus and course materials, and an optional part-time faculty member self-evaluation. Student feedback alone will not be used to evaluate a part-time faculty member's performance. We can request additional classroom observations between evaluations if we feel it necessary to do so. We have the right to respond to our

evaluation report, to meet with the department to discuss our evaluation and to file a grievance if we feel the evaluation was unfair.

If a student raises an issue regarding our teaching during the course, MICA must bring the concern to our attention promptly and give us guidance on how to rectify the issue. This allows us to address concerns raised during the semester to avoid a situation of not being reappointed for an issue we were unaware of.

Supports for Teaching:

Part-time faculty members shall have reasonable access to the supplies, materials, and/or technologies normally provided and needed to teach their course/s, and will be reimbursed for any expenses incurred in purchasing supplies for a course, so long as the purchase is approved in advance. Reimbursements for field trips will be made if approved in advance. Computers, printers, photocopiers, and other equipment shall be made accessible to part-time faculty consistent with applicable MICA and/or departmental/program policies and practices. Part-time faculty members shall have access to available information about the course they are appointed to teach, including available syllabi and other course materials from previous years, and part-time faculty shall be included in Orientation Week.

Professional Development Fund:

The contract creates a Professional Development Fund of \$20,000 for the term of this Agreement, exclusively for the use of part-time faculty. You may request reimbursement for the reasonable costs associated with professional development opportunities related to teaching of up to \$600 in an academic year. This is a non-competitive fund and each approved application will be funded up to \$6,667 in each academic year of the contract.

Part-time faculty will also have access to the Lucas and the Marcella Brenner Development Grants according to the terms and procedures applicable to all faculty at MICA.

The contract establishes on-going dialogue between the part-time faculty and MICA through a Labor-Management Committee, and offers recognition by MICA of the importance of inclusion of part-time faculty in the academic community. Our union has the right to build its membership and be active on campus.

Labor-Management Collaboration Committee:

This committee, which will be made up of part-time faculty and MICA administration, is a forum for on-going problem solving, creative ideas and relationship building. MICA and the Union are committed to an ongoing collaborative relationship that fosters effective ongoing communication, and addresses issues and concerns with solutions that are in the best interest of the parties. The LMCC shall also be responsible for considering and making recommendations on health and safety issues as they arise.

Inclusion in the Academic Community:

The contract states that MICA recognizes the significant contribution that part-time faculty make to its educational programs and from time to time may ask part-time faculty to help with advising students or participating in events where departmental

representation is required. MICA will include part-time faculty in communications to faculty and welcomes part-time faculty to events and activities.

MICA supports and will facilitate discussions with the Faculty Assembly about part-time faculty participation on committees of the Faculty Assembly.

If MICA seeks input from full-time faculty on maximum class size decisions, part-time faculty will also be given an opportunity for input.

A part-time faculty member who applies for a full-time position and is not selected may request a joint meeting with the Department Chair or Program Director, and a representative of Human Resources to get constructive feedback about the relative merits of their application for the full-time position.

Union Rights:

Our union has the same rights to meeting space on campus as other campus organizations, and to post flyers in designated locations. Adjunct faculty union leaders will be recognized by the MICA as representing the union and to attend to the administration of the contract. Workplace leaders and/or Union representatives will be provided an opportunity to meet with part-time faculty during orientation week (normally the week before classes begin in the fall semester). MICA shall not discriminate against or harass any faculty member on the basis of union membership status or union activity.

Dues and Membership:

Union membership is voluntary. Regardless of membership status, all adjunct faculty covered by the contract receive its protections and benefits, and shall be equally represented by SEIU Local 500. Adjuncts who do not choose to join the union shall pay a service charge (agency fee) toward the cost of representation and administration of the contract from which they benefit. Dues and fees may be deducted from your paycheck. Membership dues will be \$35 per month for the months you are teaching and receiving a paycheck from MICA. There is a reduced dues amount of \$30 per month for part-time faculty earning below \$5,500 annually at MICA.

Length of Agreement

The contract will be in place from when ratified until June 30, 2018.

Miscellaneous:

MICA's policies prohibiting discrimination and harassment are codified by the contract. During the term of the contract, the union agrees not to call a strike and MICA agrees not to lock out employees - disputes will instead be resolved through grievance and arbitration.