

COLLECTIVE BARGAINING AGREEMENT

between

SANTA CLARA UNIVERSITY

and

**SERVICE EMPLOYEES INTERNATIONAL
UNION LOCAL 1021**

May 17, 2024 through June 30, 2026

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PREAMBLE

This Agreement (“Agreement”) is entered into between the **SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021** (hereafter sometimes referred to as “SEIU” or “Union”) and **SANTA CLARA UNIVERSITY** (hereafter sometimes referred to as “University” or “Employer”) with respect to the University’s Non-Tenure-Track Faculty as defined below.

ARTICLE 1 – RECOGNITION

A. Santa Clara University recognizes the Union as the exclusive representative for purposes of collective bargaining of the Non-Tenure-Track (“NTT”) Faculty defined in this Article.

B. The bargaining unit includes all full-time and regular part-time Lecturers, Senior Lecturers, Quarterly Adjunct Lecturers, Dean’s Executive Professors, Professors of Practice, Adjunct Professors, and Academic Year Adjunct Lecturers employed by the Employer located at 500 El Camino Real Santa Clara, CA 95053-4345, and excludes all tenured Faculty, members of a religious community and ordained clergy, Program Directors, Department Chairs, tenure-track Faculty, non-tenure-track Faculty in the School of Law, non-tenure-track Faculty in the Jesuit School of Theology, Faculty in Appointments-in-Residence appointed under Faculty Handbook section 3.1.2.2.3, Visiting Faculty appointed under section 3.1.2.3.1, Postdoctoral Fellows appointed under section 3.1.2.3.2, trustees, officers, administrators, managers, confidential Faculty, office clerical Faculty, security guards, and supervisors as defined by the National Labor Relations Act.

C. Throughout this Agreement, “NTT Faculty” is used to refer to any Non-Tenure-Track Faculty member covered within the scope of the bargaining unit defined above.

D. Any positions regardless of title created in the future by the Employer that are substantially similar to the covered positions (non-tenure-track teaching professionals) that do not meet any of the above-listed exclusions will be included in the bargaining unit.

ARTICLE 2 – UNION SECURITY & CHECKOFF

A. Unless prohibited by law, all NTT Faculty employed by the Employer who are subject to this Agreement shall be required as a condition of employment, to become members in the Union or pay an amount in Agency Fees consistent with applicable law and Union policy within thirty-one (31) days of the effective date of this Agreement (or 31 days from their date of hire, which ever shall be later) and to remain members or Agency fee payors in good standing during the course of their employment.

B. The Employer shall provide the Union a monthly report identifying all NTT Faculty with each individual’s name, work address, home address, work phone number, personal phone number (home or cell, if known), work email address, personal email address (if known), date of hire, job title, department, benefit status, and rate of pay or salary. The Union shall be responsible for protecting the confidentiality of personal contact information provided by the Employer.

C. Periodic membership dues and fees will be deducted semi-monthly (twice per month) from each Employee's paycheck (base salary only) upon submission to the Employer by the Union of certification of proper written authorization (authorization forms shall be provided at the time of hire to all NTT Faculty) by the Employee and dues/fees shall be submitted to the Union no later than the fifteenth (15th) of the following month, except for new hires or when initially adding NTT Faculty checkoffs into the University's payroll system, which shall be submitted no later than forty-five (45) days following receipt of the signed authorization form(s). It shall be the Union's duty to submit the authorization form to the Employer. Fee payors shall be required to submit an authorization form to allow deductions at the applicable Agency fee rate.

D. The Employer, upon written request by certified mail of the Union, shall, within seven (7) calendar days after receipt of such notice, discharge any Employee who fails to tender the periodic dues required by the Union as a condition of acquiring or retaining membership in the Union.

E. The University shall assume no financial or other obligation arising out of the provisions of this Article except as specifically provided in this Article, and the Union hereby agrees that it shall indemnify and hold the University harmless from any claims, actions, or proceedings by any NTT Faculty member arising from the University's actions in accordance with this Article.

ARTICLE 3 – UNION RIGHTS

A. Upon request by SEIU, the University shall provide, at no cost, adequate facilities, if available, to conduct business of the SEIU bargaining unit from time to time. This use shall be consistent with the University's room reservation procedures.

B. NTT Faculty mailboxes may be utilized by SEIU for purposes of SEIU communication to NTT Faculty members.

C. SEIU staff and NTT Faculty members may utilize the University email system for purposes of SEIU communication to members of the bargaining unit.

D. Flyers for Union events and activities may also be posted where other campus flyers are regularly posted in accordance with the University's posting policy then in effect.

E. The SEIU stewards and chapter leadership shall officially represent SEIU on the campus. The names of the SEIU stewards and chapter leadership shall be provided to the Provost or designee by September 15th and February 15th of each year and within fourteen (14) days of any changes.

F. The University recognizes the right of SEIU staff representatives to be on campus for Union business, subject to reasonable security and time, place and manner restrictions applicable to other visitors and invitees as may be required.

G. Upon the request of the Union, the University will grant to one (1) NTT Faculty member per quarter, limited to one (1) quarter per academic year per individual, a leave of absence for employment

with the Union. Such leaves will be compensated by the Union. The NTT Faculty member will remain in paid status with the University and the Union will reimburse the employer for all salary, benefit, and retirement costs if any for that individual.

H. Upon expiration of the leave, the NTT Faculty member may resume their former eligibility for course assignment and retains the same seniority and eligibility as existed immediately prior to commencement of the leave.

ARTICLE 4 – MANAGEMENT RIGHTS

A. All rights, functions, and prerogatives of management, whether written or unwritten, which have not been modified or restricted by an express written provision of this Agreement are retained by the University and may be exercised by the University in its sole discretion. These rights include, but are not limited to, the right to establish, plan, direct and control the University and its mission, programs, objectives, activities, resources, and priorities; to establish and administer procedures, rules and regulations, and direct and control University operations; to alter, extend or discontinue existing equipment, facilities, and location of operations; to determine or modify the number, qualifications, scheduling, responsibilities and assignment of NTT Faculty; to establish, maintain modify or enforce standards of performance, conduct, order and safety; to evaluate, and determine the content, process and criteria for the evaluation of NTT Faculty; to establish and require NTT Faculty to observe University rules and regulations; to discipline or dismiss NTT Faculty except as inconsistent with the terms of this Agreement; to establish or modify the academic calendars, including holidays and holiday scheduling; to assign work locations; to schedule hours of work; to recruit, hire or transfer; to determine how and when and by whom instruction is delivered; to determine all matters relating to NTT Faculty hiring and retention in a manner consistent with the terms of this Agreement; to control student admissions and the standards therefor; to introduce new methods of instruction and to exercise sole authority on all decisions involving academic matters.

B. No action taken by the University with respect to a management right shall be subject to the Grievance and Arbitration provision set forth in Article 22, or by way of collateral suit, unless the exercise of such right violates an express written provision of this Agreement.

C. In the event that an exercise of management rights as defined in this Article has an effect on the terms and conditions of employment for NTT Faculty, the University will give the Union thirty (30) days written notice and will bargain over the effects of such decision upon request by the Union.

ARTICLE 5 – LABOR MANAGEMENT COMMITTEE

A. Santa Clara University and the Union are committed to a cooperative relationship which fosters effective ongoing communication and addresses issues and concerns with recommendations that are in the best interest of the parties. To that end, the parties agree to the creation of a joint Labor Management Committee.

B. The Committee shall consist of not more than five (5) NTT Faculty representatives designated by the Union and not more than five (5) representatives designated by the University. The SEIU Local 1021 Field Representative may attend the meetings upon reasonable advance notice to members of the Committee, and in such case, a representative of the University may also attend. Neither the SEIU representative nor the University representative shall have voting rights. The parties will designate their own representatives to the Committee, including one designee as co-chair. If agreed to by both parties in advance of the meeting, more than five (5) Union or Employer representatives may attend a meeting as subject matter experts. However, only the regularly designated representatives shall have voting rights.

C. The Committee shall be scheduled for at least two (2) hours of meetings per academic quarter at mutually acceptable dates and times during the academic year. Meetings can be cancelled, or additional meetings may be called by mutual agreement. Designated representatives of the Union and the University will suggest agenda items one (1) week prior to each meeting.

D. The Committee does not engage in collective bargaining or process grievances.

ARTICLE 6 – NO DISCRIMINATION

A. There shall be no discrimination or harassment by the Employer, the Union, or NTT Faculty on the basis of race, color, creed, gender identity and expression, religion, marital status, registered domestic partner status, age, national origin or ancestry, physical or mental disability, medical condition, sex, genetic information, sexual orientation, immigration status, language use, military, or veteran status, and any other consideration made unlawful by federal, state or local laws or because of membership in the Union or activities on behalf of the Union. Those violating this policy may be subject to disciplinary action up to and including termination.

B. The Employer shall provide anti-harassment and discrimination training as required by applicable law or as otherwise provided in the Faculty Handbook.

C. In a meeting where management is investigating a complaint made by an NTT Faculty member over harassment based on a category listed in this Article, the Faculty member making the complaint may bring a Shop Steward or Union Field Representative or other support person to the meeting.

D. It is recognized that the Employer is a religious institution of Jesuit tradition, and as such, any preference for the teaching of Jesuit and/or Catholic values or decisions made in furtherance of its religious mission shall not be considered to be in violation of this Article.

E. Notwithstanding any other provision of this Agreement, the University shall have the right to take all actions necessary to comply with disability law, including but not limited to, such actions deemed by the University to be necessary to effect reasonable accommodations. The Union and NTT Faculty shall, where applicable, cooperate with the University's compliance obligations. The University shall provide the Union with written notice and bargain upon request by the Union over any

contemplated or proposed reasonable accommodation that conflicts with a specific provision of this Agreement.

F. An NTT Faculty member's claim of discrimination or harassment, except for discrimination or harassment on the basis of Union activity, will not be subject to the Grievance and Arbitration procedure set forth in Article 22 of this Agreement, but will instead be subject to the same procedures applicable to all other University Faculty. Claims of discrimination or harassment on the basis of Union activity are subject to the Grievance and Arbitration procedure.

ARTICLE 7 – DIVERSITY/EQUITY DATA

In furtherance of the University's and the Union's shared goals for a diverse and inclusive Faculty, the University will compile an annual report on the demographics of the bargaining unit by race and gender and share it with the Union. The report will track by job title and by department. The report shall be compiled from voluntary responses by NTT Faculty.

ARTICLE 8 – ACADEMIC FREEDOM & RESPONSIBILITY

The University's ability to perform its mission depends on the vigorous and unimpeded exercise of the Faculty's academic freedom. The common good of our Catholic and liberal arts community depends on the free search for truth and its exposition.

A. NTT Faculty shall be protected in the exercise of the same rights and privileges and subject to the same responsibilities as all other University Faculty as set forth in sections 3.6.1, 3.6.2, and Appendix B of the Faculty Handbook, as it currently exists or may be changed from time to time, with the exception of any provisions related to tenure.

B. NTT Faculty shall enjoy all the same rights and privileges and be subject to the same responsibilities for grading as all other University Faculty as set forth in section 3.6.6 and Appendix E of the Faculty Handbook, as it currently exists or may be changed from time to time. Consistent with the Faculty Handbook, the results of a grade appeal are nonbinding and the final decision about a grade remains with the Faculty member. With respect to any grade appeal, NTT Faculty members will not experience any adverse action based on their decision in a grading matter, subject to the principle of just cause for discipline.

C. NTT Faculty are entitled to participate in departmental meetings about the selection of textbooks for courses taught by members of the bargaining unit, especially mandated textbooks taught by multiple Faculty.

ARTICLE 9 – NEW HIRE ORIENTATION

The Union Representative and Shop Stewards shall receive notice of newly hired Faculty fourteen (14) days prior to any orientation held by the Employer, if any, or prior to the first date of employment, and shall be permitted to conduct a Union new employee orientation session with new Faculty. The

Employer shall allow the Shop Steward or Union Field Representative up to thirty (30) minutes to do the presentation with the new Faculty within the first thirty (30) calendar days of employment. The presentation may either be one-on-one with the Faculty or part of an orientation session with multiple Faculty.

ARTICLE 10 – NTT FACULTY POSITIONS, RANK, & PROMOTION REQUIREMENTS

A. Overview

NTT Faculty positions are intended to align with demonstrated and developing expertise in teaching excellence. These lines emphasize that NTT Faculty provide the University with a continuous commitment to the pedagogical growth and mentorship of all campus Faculty. NTT Faculty help their University peers (NTT and Tenure-Track) develop teaching that maintains consistent inclusivity in the classroom, clear syllabi, effective assessment of student excellence, and assist with the orientation of new Faculty in teaching methods.

B. Titles

NTT Faculty consist of the following titles: Quarterly Lecturer, Lecturer, Assistant Teaching Professor, Associate Teaching Professor and Teaching Professor. The titles of Dean's Executive Professor, Research Professor, and Professor of Practice may be utilized at the discretion of the University.

1. Quarterly Lecturer

A Quarterly Lecturer typically has an appointment of between one and four (4) courses of conventional unit value on the quarter system (below .5 FTE) and is appointed by the quarter. A Quarterly Lecturer shall demonstrate competence in the subject matter of the appropriate academic discipline or professional field and superior abilities as a teacher.

2. Lecturer

A Lecturer typically has an appointment of .5 FTE or more (1 FTE is defined as nine (9) courses of conventional unit value on the quarter system) and is appointed to a fixed-term contract. Lecturers are typically engaged for one or more of the following purposes: to replace Faculty on leave of absence, sabbatical leave, phased retirement, or administrative assignment; to address ongoing or short-term academic need; to provide expertise in a specialty area; or to explore a new instructional area. Lecturers do not have to be engaged for the same purpose for the duration of their employment. A Lecturer shall demonstrate competence in the subject matter of the appropriate academic discipline or professional field and superior abilities as a teacher.

3. Teaching Professor

Teaching Professors of all ranks are appointed where the University has determined there is persistent programmatic need as defined in this Article to teach on an ongoing full-time (defined as seven (7) courses of conventional unit value on the quarter system) basis and meet required professional activity and service requirements as set forth in the Faculty Handbook. This Article does not prevent the University from creating Teaching Professor positions without demonstrating persistent programmatic need.

Assistant Teaching Professors are typically appointed to three-year renewable terms.

Associate Teaching Professors are typically appointed to continuing positions and shall have a minimum of five (5) years of full-time service (.78 FTE or above) as an Assistant Teaching Professor at the University (or equivalent full-time teaching experience in a related academic discipline at Santa Clara University or at another college or university, as determined by the University).

Teaching Professors shall have a minimum of nine (9) years of full-time service (.78 FTE or above) as an Assistant or Associate Teaching Professor at the University (or equivalent full-time teaching experience in a related academic discipline at Santa Clara University or at another college or university, as determined by the University), with at least three (3) years of such full-time service being at the University in a Teaching Professor rank, and with at least one successful three-year review cycle as an Assistant or Associate Teaching Professor at the University. The case for full-time teaching equivalences will be made for current renewable-term Faculty as part of the transition to Assistant or Associate Teaching Professor positions, and for future hires at the point of initial appointment to the Teaching Professor track.

Persistent Programmatic Need. As used herein, “persistent programmatic need” means that the University has determined there is a need for teaching of seven courses per year and the related professional activity and service needs as defined in the Faculty Handbook. If a Lecturer has taught the same course or subjects for five years, the University shall undertake a good faith review to determine whether there is a persistent programmatic need to create a new Teaching Professor or tenure-track line for the position. In the event the University determines there is no persistent programmatic need for a new position, should a Lecturer remain teaching the course(s) at issue following such review, the University will again conduct a good faith review of this issue no less than every two (2) years. For the purposes of this paragraph, “good faith review” means that the University will evaluate the need for a new Teaching Professor line based on current or anticipated academic and enrollment needs.

At least annually, the University will provide the Union with a report of all NTT Faculty holding Lecturer titles, and the reason for each Faculty member’s placement in the position (i.e., Faculty replacement for leave of absence, sabbatical leave, phased retirement, administrative assignment, short-term academic need, specialty area expertise, or exploration of new instructional areas).

4. Presumption of Continuing Employment

Associate Teaching Professor and Teaching Professor positions carry a presumption of contract renewal/continuing employment.

5. Transition of Current Titles

At the beginning of the first academic year following the effective date of this Agreement:

- a. All Senior Lecturers will become Teaching Professors.
- b. All Renewable-Term Lecturers (“RTL”) who have successfully completed their sixth-year review with the University will become Associate Teaching Professors.
- c. Renewable-Term Lecturers (“RTL”) who are in their first through sixth year of service will become Assistant Teaching Professors.
- d. All Academic Year Adjunct Faculty (AYAL) positions other than Dean’s Executive Professors, Professors of Practice and Research Professors will become Lecturers.
- e. All Quarterly Adjunct Lecturers will become Quarterly Lecturers.
- f. Within thirty (30) days of notice of their new rank as a result of the transition, NTT Faculty who believe they should be placed at a higher rank based on their prior academic and professional experience may petition the Provost for a review of their placement. The Provost will give good faith consideration to such petitions.
- g. During the term of this Agreement, commencing fall 2025, the University agrees to convert at least thirty (30) Lecturer lines into Teaching Professor or tenure-track lines.

Dean’s Executive Professors, Professors of Practice, and Research Professors will retain those titles and continue to be classified as Lecturers and receive the same rights and pay associated with the Lecturer position under this Agreement.

C. Hiring

Searches for new NTT hires will normally involve an open search process. The ordinary educational requirement is a doctorate or other appropriate terminal degree. In certain disciplines, practical experience and credentials other than academic degrees may be taken by the University as equivalent preparation. On occasion, the University may implement a targeted search to advance the distinctive mission, goals, and priorities of the department, college or school, or University. All hiring decisions shall be at the sole discretion of the University.

There is no promotion from Lecturer to Assistant Teaching Professor. Lecturers may apply for any open Assistant Teaching Professor position. In the event the University adopts an open search for the position, a Lecturer who has previously taught the subject(s) for three (3) or more years shall receive a first-round interview for the new open position.

D. Promotion Procedures

1. Promotion from Assistant Teaching Professor to Associate Teaching Professor

Assistant Teaching Professors shall be evaluated annually, with an especially rigorous evaluation in the third and sixth year of full-time teaching.

In the fifth year of full-time teaching, with at least three (3) years at the University in a full-time teaching position (at or above .78 FTE) and a successful third-year review, Assistant Teaching Professors are eligible to indicate their intention to petition for promotion to Associate Teaching Professor based on the standards as set forth in the Faculty Handbook, section 3.4A.1.1. The petition shall be submitted according to the University's published deadlines.

Promotion to Associate Teaching Professor is not automatically granted for length of service; it is a recognition of an overall record of superior performance in the expectations of a Teaching Professor. Associate Teaching Professor indicates a reputation within the University for expertise in their discipline or in a broad field of pedagogy and pedagogical development. With this promotion comes the expectation of continued pedagogical and curricular development and service to the University in these areas and in advising and mentoring of students and colleagues.

2. Promotion from Associate Teaching Professor to Teaching Professor

In the eighth year of full-time teaching, with at least three (3) years at the University as an Assistant or Associate Teaching Professor prior to promotion, Associate Teaching Professors may indicate their intention to petition for promotion to Teaching Professor based on the standards for such promotion as set forth in the Faculty Handbook, section 3.4A.2.1, and shall include but not be limited to the following:

- a. A documented record of teaching quality, mentoring, and advising;
- b. A distinguished record of achievement in service (including University service) and professional activity;
- c. Recognition of exemplary teaching;
- d. Leadership in promoting the development, retention, and academic achievement of a diverse student body.

The petition will be submitted the following fall according to the University's published deadlines.

Promotion to Teaching Professor is not automatically granted for length of service; it is a recognition of an overall record of excellence in the expectations of a Teaching Professor. The rank of Teaching Professor indicates a reputation for expertise in their discipline or in a broad field of pedagogy and pedagogical development. With this promotion comes the expectation of further mentoring of and service to Faculty in the areas of teaching, curriculum development, student assessment, and classroom professionalism.

E. Renewal of Employment

All NTT Faculty teaching lines are non-tenurable. If an Assistant, Associate, or full Teaching Professor position is eliminated, the Teaching Professor(s) affected by such displacement will receive a terminal year of employment with the University.

If an Assistant Teaching Professor or Lecturer on an academic year appointment is not renewed, the University will provide a written statement of the reasons to the Lecturer and the Union.

ARTICLE 11 – PERFORMANCE EVALUATIONS, PEER OBSERVATIONS, & MENTORSHIP

A. General Provisions

In order that academic year NTT Faculty may reach their full potential and provide the best education and learning experience possible for the students at the University, the University shall prepare them to succeed professionally and personally.

B. Goals of Performance Evaluation

Evaluation of NTT Faculty members, other than Quarterly Lecturers, will be conducted under this Article.

The purpose of a performance evaluation is to promote excellence in teaching, professional activity (if relevant), and service, to maintain high academic and professional standards, and to assure that department or program objectives are met.

C. Timing of Evaluations

The performance of Assistant Teaching Professors must be evaluated in writing every year. The performance of Associate Teaching Professors and full Teaching Professors may be evaluated on different cycles, as determined in each college or school by its dean with the agreement of the Faculty of the college or school and with the approval of the Provost.

Lecturers on academic year appointment who have held consecutive fixed-term academic year appointments must receive the results of a written evaluation at least by the end of fall quarter in the second and third years of their appointment, and then at least every three (3) years of consecutive appointment or before a decision to reappoint.

Department chairs (or qualified designee) are responsible for ensuring completion of the evaluations on a timely basis.

This Article does not prevent chairs (or other qualified designees) from conducting reasonable additional observations or personal conferences with NTT Faculty.

D. Evaluation Procedures

The dean will notify the NTT Faculty member eight (8) weeks in advance of the annual deadline for providing materials. If the NTT Faculty member serves in more than one (1) department during the term the evaluation is requested, the chairs of all the applicable departments will confer to decide who will receive the evaluation materials, coordinate the review, communicate with the NTT Faculty member, and observe and write the classroom observation and performance evaluation.

The basis for the evaluation will be a Faculty Activities Report prepared by the NTT Faculty member, which will include documentation of:

1. Teaching effectiveness, which will include at least:
 - a. course syllabi and at least one major course assignment for each class taught that term (or other material as requested by the chair);
 - b. all student course evaluations within the review period (these may never be the sole tool of assessment or the sole basis for an employment decision; if a calculation besides an average is used to represent the SET scores, the calculation method will be transparent and publicly posted); and
 - c. a completed classroom observation letter by a qualified Faculty member that identifies what the NTT Faculty did well and opportunities for improvement.
2. Professional activity (for NTT Faculty on the Teaching Professor track), which may include scholarly or creative work, professional practice, or other active engagement in a discipline or field that enables a Teaching Professor to remain current in that area and vital as a teacher, and
3. Service, which includes work that fosters and advances the missions and goals of the department, the college or school, the University, the profession, and service to the community performed in virtue of an NTT Faculty member's professional expertise or association with the University. It may include peer observation performed for the purpose of annual review.

The standards for assessing performance in the relevant criteria above must be broad enough to accommodate differences in academic disciplines and fields, the needs of different departments, and the specific nature of the appointment.

Teaching is to be judged by a teacher's total effect upon the education of his or her students. Teaching includes not only classroom instruction, but also academic advising and curriculum development. Effective teaching requires, at a minimum, competence in the subject and in skills of presenting it, and professionalism in conduct towards students. Those entrusted with evaluating a candidate's teaching are to consider all evidence of achievement in each of the three components. The candidate's course materials form part of this evidence. The evidence also includes, but is not necessarily restricted to, the testimony of the candidate's colleagues, students, chair and other academic officers about the

following: the candidate's command of the subject; the effectiveness of the candidate's presentation, whether in lectures, discussion, or tutorial; the quality and rigor of the candidate's courses; and the respect for and stimulation to further study of the subject that is generated among the candidate's students. Any other factors that contribute to the candidate's effect upon the education of his or her students shall also be considered.

The chair and the NTT Faculty member will schedule the classroom observation at the beginning of the quarter the observation will occur. Both parties will agree on who will conduct the observation. Within two weeks of the classroom observation, the observer will meet with the NTT Faculty member to discuss the observation and observation letter.

The NTT Faculty member may submit additional materials, such as assignments or exams to document the NTT Faculty member's teaching effectiveness and approach. Material provided will be included in the review.

Academic advising is an extension of teaching. It is an expression of the University's concern for the development of the whole person and includes advising on courses and academic programs, on academic life generally, and on career opportunities. Curriculum development includes both contributions to departmental and University curricula, such as the development of new courses or significant modification of existing ones, and the creation of pedagogical materials that may be of use to other teachers.

"Service" as further referenced in Article 12.A below, is work other than teaching and professional activity that fosters and advances the missions and goals of the department, the college or school, or the University. It may also include service to the profession, such as participation on committees of a professional organization, and service to the community performed in virtue of a Faculty member's professional expertise or association with the University. The service expected of NTT Faculty will be appropriate to their expertise and experience.

Professional activity, which is relevant to all ranks of Teaching Professors but not to the appointment of Lecturers, refers to scholarly or creative work, professional practice, or other active engagement in a discipline or field that enables a Faculty member to remain current in that area and vital as a teacher. Examples of professional activity include attendance or presentations at conferences, occasional publications that contribute to scholarship or pedagogy in the field, creative work in the arts, and practice in a professional field. Faculty in the Teaching Professor ranks shall not be held to the same standards of scholarship as tenure-track Faculty.

E. Results of Evaluation Process

At the conclusion of the process, the chair or their designee will provide a written evaluation letter in accordance with University evaluation practices. For Assistant and Associate Teaching Professors, it must include a clear indication of what the NTT Faculty member might do to enhance their candidacy for promotion. For all academic year NTT Faculty, the evaluation will indicate whether performance is satisfactory or unsatisfactory.

Within ten (10) business days of the receipt of the report, the NTT Faculty member may write a response to the evaluation. Copies of both the FAR evaluation letter and the NTT Faculty member's response will be placed in the NTT Faculty member's personnel file.

F. Mentorship

Each new Assistant Teaching Professor will be assigned an NTT Faculty mentor by their department chair. If there are not enough NTT Faculty in the department to serve in this role, an NTT Faculty mentor from another department in the same school may be chosen. This mentorship is meant to support new Faculty in University, college or school, and department expectations and to guide them in evaluation processes, teaching advice, and how to succeed professionally.

In fall quarter, every department will hold a mentoring session for lecturers, especially first-year lecturers led by a more experienced and qualified Faculty member.

ARTICLE 12 – SERVICE & PROFESSIONAL ACTIVITY EXPECTATIONS & ASSIGNMENTS

This Article defines how NTT Faculty with service and/or professional activity requirements as part of their appointment may meet those requirements for purposes of evaluation, pay, and, for teaching professors, for promotion. To promote clarity, consistency, and transparency, the parties agree to the following:

A. NTT Faculty with a service requirement in their appointment should be provided with a clear understanding of what qualifies as “service” to meet their obligation. Questions as to whether any particular activity qualifies should first be directed to the department chair or dean. If necessary, questions can be escalated to the Provost for final resolution. The following shall count as service toward meeting an NTT Faculty member's service obligation:

1. Participation in department committees or the performance of peer course evaluations as requested by the dean or department chair;
2. Participating in school, University, or available Faculty Senate committees;
3. Participating on the Union Bargaining Team or on the Labor Management Committee;
4. Other service-related activities as approved by the department chair or dean.

An NTT Faculty member who has requested service opportunities as defined in this Article and not been offered sufficient opportunities to meet the service obligations of their position will not experience an adverse outcome as a result, and their service obligations will be considered fully met.

B. Those NTT Faculty who have a professional activity requirement as part of their appointment should be provided with a clear understanding of what qualifies as “professional activity” to meet their obligation. Questions as to whether any particular activity qualifies should first be directed to the department chair or dean. If necessary, questions can be escalated to the Provost for final resolution.

ARTICLE 13 – ROLE IN COMMITTEE SERVICE

NTT Faculty with service obligations shall have the right to fulfill such obligations by participating in available University-wide, Faculty Senate, school, or department-level committees, and will be eligible to vote on any such committees; *provided*, that the vote is not related to the discipline or discharge¹ of any other University employee. In cases involving discipline or discharge NTT Faculty may, subject to the discretion of the Committee chair, participate in Committee deliberations and make recommendations, but may not cast any outcome determinative vote(s).

Committee service in excess of an NTT Faculty member's regular appointment/service obligation must be approved by the Provost in advance and will be paid subject to modification of the NTT Faculty member's contract setting forth the amount of additional service authorized and the compensation to be received in accordance with this Agreement.

ARTICLE 14 – SUPPORT FOR UNDERREPRESENTED STUDENTS

In order to support underrepresented students and advance the Justice, Equity, Diversity and Inclusion goals of the University, goals which are also core to the mission of SEIU Local 1021, the University agrees that NTT Faculty members' participation in any University designated advisory group or committee seeking designation of the University as an institution serving underrepresented students, or a Provost's initiative designed to increase diversity in the SCU Core Curriculum, will be counted towards fulfillment of their service obligations for their position.

The University will make a good faith effort to appoint at least one NTT Faculty member to fill future vacancies on current committees directly related to reviewing Core Curriculum, JEDI initiatives, or achieving designation as a Hispanic-Serving Institution.

ARTICLE 15 – FACULTY DEVELOPMENT

A. In furtherance of the development of its NTT Faculty, and upon the advance approval of the department/program chair or dean, each academic year the University will reimburse up to \$1,000 for Assistant, Associate, and Teaching Professors, and \$500 for Lecturers, for purposes of Faculty and professional development. Provided the following activities are reasonably related to the field(s) of professional development and instruction of the NTT Faculty member, such expenses may be used for activities such as:

1. Training in teaching methodologies and best practices;
2. Curriculum development and/or revision;
3. Publication in a scholarly journal (contributor, author, researcher);

¹ "Discharge" means the termination of an employee for performance or disciplinary reasons, as opposed to any decision not to renew an individual contract upon expiration.

4. Publication in a consumer or business-to-business magazine or newspaper;
 5. Authorship or co-authorship of a published textbook or any other book;
 6. Authorship of a section of a published textbook or any other book;
 7. Speaking engagement or presentation at a conference;
 8. Purchase of materials or supplies necessary for scholarship and research;
 9. Membership fees and subscriptions to professional associations;
 10. Travel costs to conferences including registration;
 11. Theater/dance/concert performance in a public, professional venue;
 12. Playwriting, directing, dance choreography, composing, music direction or orchestration work in a public, professional venue;
 13. Media/Art exhibit/show in a public, commercial gallery, museum, or art space.
- B. NTT Faculty are eligible to apply for any grants or funds the University may offer in accordance with the practices of the department or program.
- C. To promote the University's Diversity, Equity & Inclusion goals, NTT Faculty are eligible to apply for a Faculty Development grant for purposes of professional and Faculty development related to the DEI goals.
- D. Upon request, and subject to availability, NTT Faculty will be provided with a laptop computer for use for the duration of their employment with the University. All requests for laptops shall be directed to Academic Technology.

ARTICLE 16 – TIMELINE FOR TEACHING CONTRACTS & CANCELLATION PAYMENTS

The University shall make good faith efforts to:

- A. Issue contracts for Teaching Professor classifications by May 1 (with the exception that contracts for Assistant Teaching Professors undergoing full reappointment review, or petitioning for promotion to Associate Teaching Professor, shall be issued by June 20);
- B. Issue a notice of reappointment status for Lecturers by March 31, and contracts for Lecturers who are reappointed by June 1.
- C. If a contract cannot be issued by the applicable deadline, the University will provide the affected NTT Faculty member the reason the contract cannot yet be issued and the anticipated date the contract will be available.
- D. The University shall make good faith efforts to issue teaching contracts to Quarterly Lecturers approximately five weeks (5) before the start of the academic term. Any class cancelled or revoked for

the Quarterly Lecturer after the contract has been issued that is not replaced by another class in the same quarter will result in a course cancellation payment of 25% of that Quarterly Lecturer's rate of pay for the course to the affected Quarterly Lecturer. If a Quarterly Lecturer's class is cancelled after the start of instruction, then in addition to the 25% cancellation payment, the Quarterly Lecturer will also receive their weekly salary for all weeks worked under the contract prior to cancellation.

E. For NTT Faculty in any position other than Quarterly Lecturer, if a class is cancelled or revoked after the teaching contract was issued, the NTT Faculty will be offered an equivalent class in the same academic year, or an alternative work assignment related to their primary teaching appointment. If no equivalent class or alternative work assignment is available, the NTT Faculty will be paid for the class as assigned in the teaching contract.

F. Nothing in this Article prevents the University from offering additional work or other assignments that arise at other times in the year and are not available when initial teaching contracts are issued.

ARTICLE 17 – POSTING OF VACANT BARGAINING UNIT POSITIONS

All vacant NTT Faculty positions and available teaching assignments for NTT Faculty will, absent exigent circumstances (such as a last-minute job opening or class assignment that was not anticipated), be posted on the University website for at least fourteen (14) days. Current NTT Faculty in the department will be given a first-round interview for any vacant bargaining unit position or available teaching assignment for which they are qualified.

ARTICLE 18 – OPEN TENURE-TRACK POSITIONS

A. The University supports NTT Faculty applying for and promoting into tenure-track positions.

B. The University will post on its website and provide the Union with electronic notification of any vacant full-time and/or tenure-track Faculty positions for which it is holding a search. In the event that the University conducts a non-targeted search to fill a vacant full-time tenure-track Faculty position or adds a full-time Faculty position, an NTT Faculty member who meets the minimum qualifications for teaching, scholarship, and service listed in the job announcement shall be given a first-round interview. If the University denies a first-round interview to an NTT Faculty member who applies for a full-time tenure-track position, the University will provide a written statement of reasons to the applicant to explain why the NTT Faculty was denied the first-round interview. Other than failure to provide a written reason, this provision shall not be subject to the Grievance and Arbitration provisions.

ARTICLE 19 – HEALTH & SAFETY

The University and the Union are committed to providing a safe working environment for all NTT Faculty. To that end, the parties agree that:

1. The University shall provide NTT Faculty with safe working conditions and workplace protections that meet applicable OSHA standards and other applicable local, state or federal regulations governing workplace safety. The University will comply with all such local, state and federal laws and regulations regarding health and safety.
2. Alleged safety violations within the purview of OSHA or related local, state or federal agencies shall not be subject to the Grievance and Arbitration procedures of Article 22.
3. NTT Faculty members have discretion to choose to require masking in their classrooms.
4. NTT Faculty members will continue to have the right to deliver up to 30% of the class sessions via remote instruction.

ARTICLE 20 – OFFICE SPACE & SUPPORT

A. Office Space

The University shall make reasonable efforts to provide NTT Faculty access to a designated space for the duration of the period of their appointment that is sufficient to allow student conferences, hold office hours, store materials, etc. Such spaces may be shared among multiple NTT Faculty.

In all cases, designated space may be provided on a space available basis.

B. Access to Other Services

All bargaining unit Faculty members under a current letter of appointment shall receive:

1. A Faculty ID that entitles them to library access;
2. A University email address and access to any University digital applications and platforms;
3. Departmental photocopying and printing availability for University purposes.

ARTICLE 21 – DISCIPLINE & DISCHARGE

A. An NTT Faculty member may be disciplined or discharged for just cause during the term of an appointment.

B. The University may place an NTT Faculty member on a paid administrative leave of up to sixty (60) days pending an investigation concerning an allegation of misconduct by the NTT Faculty member. Such a paid leave shall not be considered a disciplinary action that is subject to the just cause standard.

C. For Lecturers and Assistant Teaching Professors, the expiration of an appointment or the University's failure to offer re-appointment shall not be considered a disciplinary action subject to the just cause standard, and absent violation of some other provision of this Agreement, shall not be grievable.

D. For Associate Teaching Professors and Teaching Professors, non-renewal of appointment is considered a termination subject to just cause under this Article.

ARTICLE 22 – GRIEVANCE & ARBITRATION

A. Definition of Grievance

A grievance may be filed by an NTT Faculty member or the Union alleging a discipline or discharge without cause or a violation of this Agreement.

B. General Provisions

1. Any reference to “days” shall mean calendar days, unless otherwise specified.
2. All time limits contained in this Article may be extended by mutual written agreement of the parties. A request to extend time limits by either party shall not be unreasonably denied.
3. Should the Union submit a request for information in conjunction with a particular grievance, the days falling between the Union’s request and the University’s compliance with that request shall not be counted against said grievance’s time limits.
4. If the University fails at any step in these procedures to communicate the decision on the grievance within the specified time limits, the grievant shall be permitted to proceed to the next step.
5. A Union representative or steward may be present in any scheduled meetings with the NTT Faculty member with regard to a grievance filed under this article.
6. Grievances filed by Union representatives, as well as grievances pertaining to the discharge or suspension of NTT Faculty members, may be filed initially at Step 2.

C. Grievance Procedures

NTT Faculty members and the Union shall make an effort to resolve grievances informally with the University. If a grievance cannot be resolved through informal discussion with an immediate supervisor (department chair, program director, or assistant/associate dean), it shall be processed as follows, except that grievances based upon a suspension or discharge or those initiated by a Union representative, start directly at Step 3.

1. Step 1: Oral/Informal Resolution

- a. An NTT Faculty member shall present a grievance orally to the immediate supervisor (department chair or program director) within fifteen (15) days following the violation known to an NTT Faculty member giving rise to the grievance.
- b. The immediate supervisor (department chair or program director) shall arrange a meeting with the grievant and a Union representative within ten (10) days of receipt of the grievance.

- c. If the program director's decision is the basis of the grievance, the NTT Faculty member may begin Step 1 with the department chair. If the department chair's decision is the basis of the grievance, or if the program director reports directly to the dean rather than a department chair, the NTT Faculty member may begin Step 1 with the school dean associated with that program or department. If Step 1 begins with the dean, then Step 2 shall begin with the Provost (or Provost's assigned representative).

2. Step 2: Written Grievance (not Suspension or Discharge Grievances)

- a. If the grievant or the Union is dissatisfied with the result of the meeting at Step 1, the Union may file a written appeal within fifteen (15) days of the Step 1 meeting. The appeal shall be submitted to the school's dean. If the grievance is commencing at Step 2, the Step 2 grievance shall be filed within thirty (30) days following the violation known to the NTT Faculty member or Union giving rise to the grievance provided it is not a suspension or discharge grievance, which shall be processed according to the procedure below.
- b. The written grievance shall include the name of the grievant, the date on which the incident or alleged wrong occurred, a description of the incident or alleged wrong giving rise to the grievance, the contract section or right alleged to have been violated and the relief and/or remedy sought.
- c. The dean (or their assigned representative) shall arrange a meeting with the grievant and a Union representative within ten (10) days of receipt of the Step 2 appeal to discuss the grievance, the relief and the remedy sought.
- d. Within ten (10) days after the meeting, the dean (or their assigned representative) shall write an answer to the grievance, approving or denying, in whole or in part, the relief and remedy sought.

3. Step 3: For Suspension and Discharge Grievances

- a. A grievance concerning the suspension or discharge of an NTT Faculty member shall be presented to the Provost and dean in writing, within seven (7) days of receipt by the NTT Faculty member of notice of suspension or discharge.
- b. The University shall simultaneously notify both the Union and the NTT Faculty member of the suspension or discharge. If simultaneous notice is not possible, the University must notify the Union of the suspension or discharge as soon as is practicable.
- c. The Provost (or their assigned representative) shall arrange a meeting with the grievant and a Union representative within ten (10) days of receipt of the suspension or discharge grievance.
- d. Within ten (10) days after the meeting, the Provost (or their assigned representative) shall write an answer addressing the grievance and approving or denying, in whole or in part, the relief and/or remedy sought.

4. Step 4: Mediation

A grievance not resolved at Step 2 or 3 may proceed to mediation by mutual agreement of the Union and the University by giving written notice to one another within twenty-one (21) days of the Step 2 response from the University. In such a case, the parties will attempt to agree upon a mediator, but if they cannot do so within twenty-one (21) days of the notice of mediation, they will agree to use the Federal Mediation and Conciliation Service and its procedures. Once appointed, the mediator and the parties shall mutually agree upon a date for mediation and will endeavor to resolve the grievance at that meeting.

5. Step 5: Arbitration

- a. If the mediation is not successful, or if the parties fail to agree to mediation, then within twenty-five (25) days of the Step 2 or 3 meeting, the Union may advance the grievance to arbitration. Only the Union (not an individual NTT Faculty member) may process a grievance to arbitration.
- b. Within thirty (30) days of notice of proceeding to arbitration, the Union and the University shall select an impartial third party to be Arbitrator. In the event the parties cannot agree on the selection of an impartial third party, they shall request a list of Arbitrators from Federal Mediation and Conciliation Service.
- c. Within five (5) days of receipt of the list, the parties shall alternately strike names from the list until one name remains. The party that requested the arbitration will strike the first name (such that the final strike is made by the party that did not request arbitration). The person whose name remains shall be the Arbitrator.
- d. Each party shall bear the expense of preparing and presenting its own case. The costs of the arbitration proceedings, including compensation, fees and expenses of the Arbitrator, and the cost of any hearing transcript, shall be borne equally by the University and the Union. Unless otherwise mutually agreed, each arbitration hearing shall deal with no more than one (1) grievance.
- e. Subject to the availability of the Arbitrator selected, arbitration shall begin within thirty (30) days unless a delay is agreed upon by both parties.
- f. The Arbitrator shall have no power to add to, subtract from, modify or disregard any of the provisions of this Agreement. The decision of the Arbitrator shall be final and binding on the parties, although each side retains whatever rights it has under state or federal law to challenge the decision and award. Jurisdiction of the arbitrator shall extend solely to claims of violation of specific written provisions of the Agreement and involve only the interpretation and application of the Agreement.
- g. If an NTT Faculty member must miss a class because they are required to attend an arbitration, there shall be no loss of compensation from the University for the missed scheduled class time on that date. The NTT Faculty member shall be responsible for notifying the department chair or dean of the anticipated missed class as soon as they are aware and cooperate in arranging for a suitable replacement to teach the class.

- h. Unless the parties have agreed in writing to an extension of timelines, or the filing or processing of any grievance is delayed as a result of unforeseen and exceptional circumstances, any grievance or demand for arbitration for which the Union has not filed at each step within the time limits contained in this Article shall be deemed waived. In the event of a dispute as to the arbitrability of a grievance, including its timeliness, either party may ask the Arbitrator to bifurcate the arbitration proceeding to decide the issue of arbitrability first before proceeding to the merits of the case. If the Arbitrator determines that bifurcation is appropriate, the Arbitrator shall decide the bifurcation issue sufficiently in advance of any hearing on the merits so that the expense of preparing for the hearing on the merits can be reasonably avoided by the parties. All meetings referenced in this Article shall be scheduled at a date and time mutually agreeable to the parties.

ARTICLE 23 – COMPENSATION

A. Upon ratification and execution of this Agreement, the University shall provide to each bargaining member a one-time ratification payment as follows:

1. Quarterly Lecturers shall receive payment of \$1,500.
2. Lecturers shall receive payment of \$2,500.
3. Teaching Professors of all ranks shall receive payment of \$3,000.

B. Effective September 1, 2024 all NTT Faculty rates of base pay will be increased by 6.25%. In addition, the minimum annual salary for a seven (7)-course load will be increased to \$72,000 and \$93,000 for nine (9) courses.

C. Effective September 1, 2025 all NTT Faculty rates of pay will be increased by 5.75%.

D. No bargaining unit employee will experience a reduction in their prior rate of pay as a result of this Agreement.

E. Notwithstanding the above, for summer classes that run through mid-September, the pay rate shall remain the same for those classes only. All other classes that start with the fall academic term shall receive the applicable increase.

F. Any NTT Faculty who is assigned to teach an “overload” course will be paid the per course overload rate then applicable as set by the Office of the Provost.

G. Nothing in this Agreement shall preclude the University from implementing market increases to any members of the bargaining unit, following consultation with the Union and, if requested following notification, effects bargaining.

H. Within ninety (90) days of ratification of this Agreement, the parties will form a committee to review moving NTT Faculty rates of pay from the current ranges into a consistent and transparent

schedule, with adjustments based on schools or disciplines and their market conditions, expectations of rank and full-time workload, and with steps in the range based on longevity and transparent criteria by which NTT Faculty may be placed on the scale. The committee will make a proposal to the parties who will then bargain over whether it should be implemented or revised. If the Committee fails to reach agreement on recommendations, the Labor and Management representatives of the committee may each make separate recommendations to the parties to commence bargaining over implementation or revision to commence no later than four months prior to the expiration of Agreement.

ARTICLE 24 – HEALTH & WELFARE BENEFITS

A. Medical, Dental, and Vision Benefits

NTT Faculty are eligible for health benefits according to the terms of the respective benefit plans for which they qualify. Medical, dental, and vision benefit levels will not be materially reduced unless such reductions are consistent with those affecting other benefits-eligible Faculty or employees. In the event of a material reduction in medical, dental, or vision benefit levels, the University will provide the Union an opportunity to bargain over the effects at least thirty (30) days prior to the beginning of open enrollment.

B. Retirement Benefits

The Employer will maintain a defined contribution plan for the NTT Faculty bargaining unit. The Employer will make a contribution to the plan on behalf of each benefits-eligible employee equivalent to at least 10% of that employee's base salary. Benefits-eligible Faculty will vest in the plan in accordance with the vesting schedule set forth in the plan.

C. Other Benefits

NTT Faculty will continue to receive benefits provided by the University to other employees according to the terms of the plans.

ARTICLE 25 – LEAVES OF ABSENCE

NTT Faculty will be eligible for leaves of absence under the terms of the Faculty Handbook section 3.7.3 except as provided in this Article. NTT Faculty who take a protected leave of absence will not experience any adverse impact from the University such as non-renewal of teaching appointment, reduction of teaching load, etc. Benefits and compensation during a leave of absence, including use of sick pay, or short-term or long-term disability benefits, shall be consistent with that of other University Faculty as set forth in the Faculty Handbook and Faculty Leave of Absence Guide, [Leaves of Absence - Santa Clara University \(scu.edu\). https://www.scu.edu/media/offices/human-resources/081219-FACULTY-LEAVE-OF-ABSENCE-GUIDE.pdf](https://www.scu.edu/media/offices/human-resources/081219-FACULTY-LEAVE-OF-ABSENCE-GUIDE.pdf).

ARTICLE 26 – PROCESSING OF UNEMPLOYMENT INSURANCE CLAIMS

A. General

The University agrees that at the end of an academic term and if not actively employed, absent a reasonable assurance of future employment, NTT Faculty may be eligible to apply for unemployment insurance benefits through California’s Employment Development Department (EDD), subject to a determination of eligibility by the EDD.

When the University receives written notice from EDD of a “Notice of Unemployment Insurance Claim Filed,” the University shall make a good faith effort to timely respond to the EDD setting forth the reason for the employment separation as required by law.

B. Employee EDD Benefits Information

The University agrees to post EDD Notice, DE 1857A on its website to assist in advising Faculty in the bargaining unit of their rights to claim unemployment and other EDD benefits, and to post information about how to apply for unemployment benefits on the website accessed by Faculty.

ARTICLE 27 – PUBLIC SERVICE LOAN FORGIVENESS PROGRAM CERTIFICATION

For the purposes of Public Service Loan Forgiveness (PSLF) certification only, the University will certify all benefits-eligible NTT Faculty as “full-time,” provided such certification meets the applicable full-time employment requirements in the PSLF program. Nothing in this article prevents the University from signing off on PSLF certification forms for NTT Faculty who are not benefits-eligible, yet who may still qualify for the PSLF program.

ARTICLE 28 – TUITION REMISSION

Benefits-eligible NTT Faculty are eligible to participate in the University’s tuition remission program in accordance with the same policies and procedures available to tenure-track Faculty.

ARTICLE 29 – HOUSING & RENTAL SUPPORT

The high cost of housing in the local area poses a challenge for Santa Clara University in its efforts to recruit and retain highly qualified faculty. Recognizing the importance of affordable housing, the University will maintain a rental assistance program for Assistant and Associate Teaching Professors, provided that such benefit continues for other Faculty at the University.

A. Eligibility

Current and newly appointed Assistant and Associate Teaching Professors are eligible for rental assistance for a maximum of nine (9) years, or until promoted to Teaching Professor, whatever occurs first, as long as they continue employment with the University within an eligible position. Those who

own a primary residence or other residential real estate are not eligible for the program. Rental assistance is available for renting of a primary personal residence in Santa Clara, Santa Cruz, San Mateo, San Francisco, Alameda, Contra Costa, Solano, or Marin counties. Only one rental assistance benefit is allowed per household. Eligibility for this program must be recertified before the start of each academic year. Rental assistance for those submitting late application and who meet the eligibility requirements will start receiving the rental assistance benefit with the pay period following receipt and approval of the completed application.

B. Amount

Faculty meeting the criteria under this Article for rental assistance shall receive supplemental pay of \$375 per pay period in academic year 2024-2025, subject to annual increases, if any, as determined in the sole discretion of the Office of the Provost.

ARTICLE 30 – NO STRIKE/NO LOCKOUT

A. During the term of this Agreement neither NTT Faculty, nor the Union and its agents, shall in any way, directly or indirectly, engage in, authorize, or encourage any strike or work stoppage, including but not limited to any intentional activity that results in the withholding or delaying of any grades, academic evaluations, or other required documents. Violations of this Article may be subject to discipline, up to and including immediate termination.

B. The University agrees that it shall not lock out bargaining unit Faculty during the term of this Agreement.

C. In the event of a violation of this Article, the aggrieved party may immediately pursue, in any court of competent jurisdiction, whatever remedies are available to it.

D. Neither the violation of any provision of this Agreement nor the commission of any act constituting an unfair labor practice, or otherwise made unlawful by any federal, state, or local law, shall excuse the Union, the University, or any NTT Faculty from their obligations under this Article.

E. Any grievance alleging a violation of this Article shall be submitted directly to arbitration on an expedited basis. The sole issue in arbitration shall be whether a violation of this Article has, in fact, occurred and the Arbitrator shall have no authority to consider any matter in justification, explanation, or mitigation of such violation, except for circumstances beyond the employee's or University's reasonable control.

ARTICLE 31 – TERM OF AGREEMENT

This Agreement becomes effective upon ratification by the bargaining unit, which ratification occurred May 17, 2024, and shall continue in full force and effect until June 30, 2026.

For SEIU Local Union 1021

For Santa Clara University

Nato Green

**Nato Green,
Collective Bargaining Coordinator**

Julie Sullivan

**Julie Sullivan
President**

Brian J Buckley

Brian Buckley

Patricia Cameron-Lloyd

Patricia Cameron-Lloyd

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Deirdre Frontczak

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