

AGREEMENT

Between

BOARD OF TRUSTEES OF ST. CHARLES COMMUNITY COLLEGE

And

SERVICE EMPLOYEES INTERNATIONAL UNION

LOCAL 1

MISSOURI DIVISION, AFL-CIO, CLC

Effective

August 1, 2022 - July 31, 2024

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## **ARTICLE I**

### **COMPREHENSIVE AGREEMENT**

The Administration Committee and the SEIU Local 1 Union Committee have discussed various terms and conditions of employment for Part-Time Faculty. Terms and conditions that the parties have agreed to recommend to the Union and to the Board of Trustees, respectively, and which are adopted by the Board of Trustees, are set out in this Agreement. The Agreement shall remain in effect through the duration of this agreement.

## **ARTICLE II**

### **RECOGNITION**

Section 1 - Pursuant to the Board of Trustees approval on March 14, 2016, St. Charles Community College (the "College") recognizes Service Employees International Union, Local 1, CTW, AFL-CIO, CLC ("the Union") as the exclusive bargaining representative for the purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment for all Part-Time Faculty who teach at least one credit bearing course (hereinafter referred to as "Part-Time Faculty").

Section 2 - The following are excluded from representation by the Union and are not subject to this Agreement: all full-time faculty; all Faculty Emeritus; faculty who have another position at the College that qualifies them for full-time status with the College; deans, administrators, department chairs; faculty who also serve in a supervisory, managerial or confidential role; individuals who teach courses only in the continuing education program; athletic coaches; all other employees, supervisors, managers, confidential employees, office clerical employees, professional employees and guards.

### **ARTICLE III**

#### **MANAGEMENT RIGHTS AND RESPONSIBILITIES**

It is recognized that the Board of Trustees has the final responsibility and legal authority in determining and changing policies relating to the Part-Time Faculty, and that nothing contained in this Agreement is to be construed as abdicating any of such rights, duties and responsibilities. Further, it is recognized that the College continues to retain all existing management rights and prerogatives.

### **ARTICLE IV**

#### **NON-DISCRIMINATION**

The Union and the College are committed to non-discrimination and equal opportunity, consistent with Article 1.02, Non-Discrimination and Equal Opportunity Policy, Board Policy 512, related policies, and administrative procedures.

### **ARTICLE V**

#### **UNION REPRESENTATION**

A designated Union representative will be allowed access to the College for consultation with Part-Time Faculty during off-duty hours provided the same does not interfere with the operation or function of the College. The Union representative shall first report his or her presence to the Vice President for Academic Affairs & Enrollment Management or his/her designated agent in advance of or upon entry to the location and before meeting with the Part-Time Faculty.

## **ARTICLE VI**

### **UNION LITERATURE**

The Union by duly authorized and designated representatives, may use the inter-campus mail and campus email to distribute to Part-Time Faculty any literature or written communications authorized by the Union provided the same is done in an orderly manner and does not disrupt or interfere with the normal use of mail or College operations. The Union shall designate the members authorized to distribute such literature and notify the Vice President for Human Resources in writing of said authorized members. The designated members may distribute regular announcements, reminders, minutes of meetings, and/or other regular business of the Union, subject to the ordinary campus rules of distribution or posting.

## **ARTICLE VII**

### **UNION RIGHTS**

Section 1 - Workplace Leaders. The College will recognize six (6) Part-Time Faculty, at least one (1) from each academic division, as workplace leaders, to be designated in writing by the SEIU/Union in accordance with this Article. The Union will provide the Vice President for Human Resources or his/her designee a written list of the Part-Time Faculty that the Union has designated as workplace leaders no later than September 15th of each year. In addition, the Union will provide the Vice President for Human Resources or his/her designee a written notice of any change in these designated workplace leaders, which shall identify any Part-Time Faculty who is no longer designated as a workplace leader, and any Part-Time Faculty newly designated as a workplace leader, which changes will become effective upon receipt.

These workplace leaders may adjust grievances, meet with a grievant or with the

College, and attend to other matters regarding the administration of this Agreement pertaining to their respective academic divisions. Such meetings may not disrupt or interfere with the educational environment or operation of the College, including but not limited to scheduled classes, office hours, meetings, activities, or other functions at which Part-Time Faculty are expected to attend. A representative of the SEIU/Union may also attend any such discussion at the request of either party.

Section 2 - SEIU/Union Representatives. For the purposes of representing Part-Time Faculty covered by this Agreement, SEIU/Union representatives may visit the College's campus on the same terms and conditions as other third parties, and in accordance with College policies and procedures as they may be amended by the College from time to time. All SEIU/Union representatives shall conduct themselves in accordance with Article V Union Representation. Such visits by SEIU/Union representatives may not disrupt or interfere with the educational environment or operation of the College, including but not limited to scheduled classes, office hours, meetings, activities, or other functions at which Part-Time Faculty are expected to attend.

Section 3 - The SEIU/Union may post notices pertaining to legitimate and appropriate Union interests on designated College bulletin boards on the same terms and conditions as other third parties, and in accordance with College policies and procedures as they may be amended by the College from time to time.

Section 4- The Union and/or Workplace leaders will be allowed to reserve space on campus for a meeting immediately following the Orientation for Part-Time Faculty. The Union and/or Workplace leaders will be allowed to announce their meeting time, location, and topic at the end of the Orientation program as long as

the announcement includes communication that attendance is strictly voluntary and not required by the College.

## **ARTICLE VIII**

### **INFORMATION AND STATISTICS**

The College designates the Vice President for Administrative Services as Custodian of Records. Any request for information must be made to this individual and will be honored to the extent required by applicable law, subject to any applicable exemptions. The Custodian of Records will respond as expeditiously as possible to such requests given the nature of such request, the other requests then pending, and the demands of such person's other duties and responsibilities. The College will provide Part-time faculty names, campus email address, date of hire and pay rates without cost to the union upon request. This information shall be provided in a commercially available spreadsheet format. The College will provide to the Union a home address, personal phone number, and personal e-mail address, to the extent the College has this information in its records, in the aforementioned format, for any Part-Time Faculty who first provides the College with a written consent to that effect.

## **ARTICLE IX**

### **ACADEMIC FREEDOM**

Section 1. The College acknowledges that Part-Time Faculty shall have academic freedom consistent with the AAUP 1940 Statement of Principles on Academic Freedom, which follows: "Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher or the institution as a whole. The common good depends upon the free search for truth and its free exposition."

"Academic freedom is essential to these purposes and applies to both teaching and

research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. It carries with it duties correlative with rights."

"Teachers 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."

"Teachers 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. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment."

"College and university teachers are citizens, members of a learned profession, and officers of an educational institution. 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 the 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 institution."

Section 2. The College acknowledges both Part-Time Faculty and student rights to the maintenance of a classroom environment conducive to learning. The College acknowledges that the legitimate due process rights of students must be preserved along with the Part-Time Faculty right to have proper protection of the classroom environment from disruptive student conduct or activities that are



deleterious to the learning process.

## **ARTICLE X**

### **INCLUSION IN THE ACADEMIC COMMUNITY**

Section 1. The parties recognize that Part-Time Faculty's participation in meetings and events held by the College, or any of its departments or programs, will vary depending on the purpose of the meeting or activity. Part-Time Faculty may be invited to participate in meetings, activities, workshops, and award programs when appropriate, but the College, its departments and programs may independently exercise discretion as to who will be invited to meetings and activities, and this Agreement shall not be interpreted to limit that discretion.

Section 2. Part-Time Faculty will not be entitled to any additional compensation as a result of participating in meetings and activities described in Section 1 of this Article unless specifically provided for in this Agreement.

## **ARTICLE XI**

### **ACCESS TO SERVICES**

Section 1. The College provides Part-Time Faculty an email address on a College server. Absent evidence of technical difficulties, this email address is the exclusive email address for communications between Part-Time Faculty and the College. Use of College email addresses will be in accordance with College policies and procedures as they may be amended by the College from time to time.

Section 2. The College allows Part-Time Faculty to have an online profile in furtherance of his/her College-related activities during academic terms in which the Part-Time Faculty is teaching at the College, in accordance with College policies and procedures as they may be amended by the College from time to time.

Section 3. The College provides Part-Time Faculty with access to computers

with Internet access, printers, and photocopiers to be necessary to teach assigned courses during academic terms in which they are teaching at the College. Such access will be provided in accordance with College policies and procedures as they may be amended by the College from time to time.

Section 4. The College provides Part-Time Faculty access to workspace, but not necessarily individual office space necessary to teach assigned courses during academic terms in which they are teaching at the College.

Section 5. The College will provide at least three (3) separate dedicated meeting spaces with a computer in each for purposes of conducting discreet conversations with students.

Section 6. The College provides Part-Time Faculty access to standard library resources necessary to teach and prepare to teach assigned courses. Such access shall be subject to applicable College policies and procedures as they may be amended by the College from time to time.

Section 7. The College provides space where Part-Time Faculty can receive mail. Such access shall be subject to applicable College policies and procedures as they may be amended by the College from time to time.

## **ARTICLE XII**

### **COMPENSATION**

Section 1. The pay rates per credit hour for teaching standard courses during the term of this Agreement are set forth below.

Spring 2022	\$906.00
Fall 2022	\$942.00 (+4%) retroactive to the start of the Fall 2022 semester

Fall 2023 \$954.00 (+1.25%), unless unrepresented part-time staff receive a greater percentage increase, in which case the greater percentage increase shall be applied.- The pay rates set forth in this Section do not preclude the college from compensating Part-Time Faculty at a higher pay rate. The rates set forth in this Article are subject to tax and applicable pension withholdings in accordance with applicable law.

Equivalent credit hours for studios, labs, and other classes with additional classroom hours, including clinicals and field experiences, shall be compensated according to the ratio established in the full-time faculty Memorandum of Understanding. Should a ratio reduction occur, the College agrees to meet with the Part-Time Faculty member and the Union, upon their request, to discuss the circumstances and whether or not there is a method by which part-time faculty compensation can be maintained.

Section 2. Part-Time Faculty who are paid at a rate higher than the pay rates set forth in Article XII, Section 1 will continue to receive their current pay rate or the rate above, whichever is higher.

## **ARTICLE XIII**

### **MISCELLANEOUS BENEFITS**

Part-Time Faculty will be eligible for the following benefits:

1. Partial SCC tuition waiver will be offered in accordance with Board Policy Article IV.14.
2. Health Insurance will be offered in accordance with Board Policy Article IV,10 and in accordance with the Patient Protection and Affordable Care Act (PPACA).
3. Each semester, Part-Time Faculty will be allowed one hour of absence for every contact hour of class they teach. If Part-Time Faculty miss more than one

hour per contact hour, their pay may be adjusted on a prorated basis.

4. The College complies with the provisions of the Family and Medical Leave Act (FMLA). Information regarding Family and Medical Leave rights and requirements, and other paid or unpaid leave options, may be obtained from the Human Resources Department.

5. 403b Access: In accordance with Article IV.14 and IRS regulations, Part-Time Faculty may participate in 403(b) Tax Sheltered Annuity.

6. Part-Time Faculty are paid for attending eligible meetings, committee meetings, workshops, and seminars during in-service week, in accordance with College policies and procedures as they may be amended by the College from time to time.

7. Part-Time Faculty shall be compensated at the rate of \$25 per clock hour for mandatory training. Pay shall be based on the actual duration of in-person training, and the estimated duration of self-guided training. For trainings with an estimated duration that provides a range of times, the average of the range shall be used to calculate training compensation.

8. Part-Time Faculty shall receive the Adjunct Designer Stipend for work done in accordance with College procedures, which may be changed from time to time.

## **ARTICLE XIV**

### **PAYDAY**

The College is committed to paying Part-Time Faculty on a regular basis. Acknowledging that faculty contracts are processed during the first week of classes, the first pay date of the semester will be no longer than four (4) weeks after the end of the first week of classes.

## **ARTICLE XV**

### **COURSE ASSIGNMENTS, EVALUATIONS AND APPOINTMENTS**

#### Section 1. Course Assignments

- By no later than Thursday of the 8<sup>th</sup> week of the Fall and Spring semester or Thursday of the 4<sup>th</sup> week of the Summer term, Part-Time Faculty will receive via e-mail the proposed schedule of classes for the coming semester with tentative Full-Time appointments in place. In this email, Part-Time Faculty will be asked to provide their preferred courses that they are deemed qualified to teach, in order of preference and the days and times they would prefer to teach.
- Part-Time Faculty may be assigned available classes they are deemed qualified to teach, up to and including 11 credit hours in Fall or Spring semesters or 8 hours in Summer, subject to enrollment and Full-Time Faculty appointments. Exceptions may be made by the appropriate Vice President. Should an exception request be denied, the College agrees to meet and discuss with the Part-Time Faculty member and the Union upon their request.
- Part-Time Faculty will receive notice of their tentative assignments via email no later than one calendar month before the beginning of each semester. Courses may be offered within one month of the beginning of each semester when sections are newly made available.
- Once official notice of their tentative assignment is received, if a Part-Time Faculty member is removed from a class in order that a Full-Time Faculty member can meet their required teaching load, a replacement class will be offered if possible. If the College determines within 14 days of the first meeting of the class there is no replacement class, Part-Time Faculty will be paid a cancellation fee of \$50.00 per faculty ECH (equivalent credit hour) for

the cancelled class;

- Once official notice of their tentative assignment is received, if a Part-Time Faculty member is removed from a class that is cancelled due to low enrollment, a replacement class will be offered if possible. If the College determines within 14 days of the first meeting of the class there is no replacement class, Part-Time Faculty will be paid a cancellation fee of \$50.00 per faculty ECH for the cancelled class. In the event a cancellation fee is paid, no additional prorated low enrollment compensation will be paid.
- If the College determines that a class must run as independent study, the Part-Time Faculty member will be paid according to the normal College practice as it may be amended by the College from time to time.

## Section 2. Evaluations

Beginning with the Fall 2017 semester, available comprehensive evaluation data (including, for example, reports on student success rates, student evaluations, classroom peer evaluations by department chairs or their designee, and evaluations by the dean or designee) will be collected by the College. Arrangements for classroom visits will generally be made in advance, although the College reserves the right for the dean or designee to visit any class taught by a Part-Time Faculty at any time. The data will be used as the basis for evaluation and will be shared with Part-Time Faculty by the dean or designee, generally by the end of the academic year. Evaluations will not be based solely upon student evaluations submitted as part of the College's formal evaluation process.

## Section 3. Appointments

Part-Time Faculty:

- Have no expectation to be extended an offer to teach any course(s) for any subsequent semester; and
- The College may decide, in its discretion, to end the employment of Part-Time Faculty for any reason so long as it is not unlawful.
- Who teach at SCC for eight (8) additional semesters (Fall/Spring) after the Fall 2017 semester; or who have already taught at SCC for at least four (4) or more semesters (Fall/Spring) prior to Fall 2017 and who teach at SCC for four (4) additional semesters (Fall/Spring); or who have already taught at SCC for at least sixteen (16) or more semesters (Fall/Spring) prior to Fall 2017 and who teach at SCC for two (2) additional semesters (Fall/Spring); can expect the following
  - a. Preference in course assignment, over Part-Time Faculty who do not meet the criteria of minimum semesters of teaching at the College listed above, where qualifications to teach a specific course are otherwise deemed equal.
  - b. The College and Part-Time Faculty both acknowledge that one factor upon which professional growth depends is honest, constructive feedback, and a major vehicle for delivery of this feedback will be the evaluation process. In this spirit, when a Part-Time Faculty member is not reappointed or retained, the College will, upon written request to the dean, communicate in writing any areas in which the Part-Time Faculty member might fall short of the expectations of the College, in order that the Part-Time Faculty member can continue in their development. The College will respond to the Part-Time Faculty member's written request for such feedback within ten (10) days upon receipt of the written request. In the event that the Part-Time Faculty is

not satisfied with the response, they may request a meeting with the Vice President for Academic Affairs & Enrollment Management.

Day: A "day" means a calendar day except Saturday, Sunday, and days the College is closed.

#### Section 4. Titles

The following titles may be used by Part-Time Faculty who have taught the prescribed number of semesters after Fall 2017.

Part-Time Faculty who are hired for their ninth semester (Fall/Spring) may use the title of "Lecturer."

Part-Time Faculty who are hired for their seventeenth semester (Fall/Spring) may use the title of "Senior Lecturer."

Note: In the event of a Part-Time Faculty member's separation of employment from the College, upon a later rehire the Part-Time Faculty member will not be credited for prior semesters taught for purposes of evaluation, appointment, or titles.

### **ARTICLE XVI**

#### **GRIEVANCE PROCESS**

The College and the Union are committed to providing prompt and appropriate resolution to concerns of Part-Time Faculty regarding this Agreement. Part-Time Faculty are encouraged to use the grievance process when informal resolution attempts, such as discussion with departmental leadership, have not been successful.

A Part-Time Faculty may use the grievance process when it is believed there has been a violation, misinterpretation, misapplication, or unreasonable application of



a specific provision of this Agreement.

**Definitions:** For purposes of this policy, the following terms shall have the following meanings:

**[a] Grievant:** A "grievant" is an individual Part-Time Faculty filing a grievance, or the SEIU Local 1 serving as the grievant on behalf of a group of persons impacted similarly. In the latter case, if more than one division is affected, the process would begin at Step 2. Every effort will be made by both the Union and the Administration to identify all Part-Time Faculty similarly impacted no later than the Step 2 conference. Part-Time Faculty wishing to be excluded from the grievance shall notify the Union Representative in writing.

**[b] Grievance:** A grievance is an allegation that there has been a violation, misinterpretation, misapplication, or unreasonable application of a specific provision of this Agreement. A grievance shall be in writing and contain the following information:

1. Name of the grievant, division and department.
2. A statement of facts upon which the grievance is based.
3. Identification of the specific provision of this Agreement alleged to be violated, misinterpreted, or misapplied.
4. The date on which the event causing the grievance first occurred.
5. The date of the initial submission of the grievance in writing.
6. Such other information which the grievant deems relevant, and
7. The specific remedy or relief requested.

Issues of discrimination, harassment and other civil rights issues fall outside of this Agreement and should be referred immediately and directly to the Vice President for Human Resources, Title IX Coordinator, or any administrative officer of the

College.

**[c] Day:** A "day" means a calendar day except Saturday, Sunday, and days the College is closed.

**[d] Union Representative:** A "Union representative" means either the SEIU Local 1 representative or a member of the Part-Time Faculty who has been authorized by SEIU Local 1 to act in a representational capacity in the grievance procedure for the bargaining unit..

## **STEPS**

Part-Time Faculty are encouraged to discuss the concern informally with their department leadership. If the concern is not resolved through such informal discussions, the Part-Time Faculty may choose to follow the following steps:

***Step 1:*** Within ten [10] days after the occurrence of the concern or problem, the grievant will present the grievance in writing to their Dean.

Within five [5] days after receipt of the written notice, the Dean will hold a conference with the grievant and shall include a Union representative if the grievant so requests. Alternatively, the grievant may bring another part-time faculty member of their choosing in lieu of a Union representative.

Within five [5] days following the conference, the Dean will conduct any investigation that may be necessary and provide a written response to the grievant.

In the event the grievant is not satisfied with the response, the grievant may appeal the response in writing to the Vice President for Academic Affairs or Dardenne Creek Campus (DCC) Provost and Vice President for Human Resources within five [5] days following receipt of the Dean's response. With this appeal the grievant

will include a copy of the original written grievance as well as any replies received.

**Step 2:** Within five [5] days after receipt of the appeal, the Vice President for Academic Affairs or DCC Provost and the Vice President for Human Resources or their designee(s) will hold a conference with the grievant and shall include a Union representative.

Within five [5] days following the conference, the Vice President for Academic Affairs or DCC Provost and the Vice President for Human Resources or their designee(s) will conduct any further investigation that they consider necessary and provide a written response to the grievant.

In the event the grievant and the Union are not satisfied with the response, the grievant and the Union may appeal the response in writing to the College President within five [5] days following receipt of the Vice Presidents' response. With this appeal, the grievant and the Union will include a copy of the original written grievance and all replies.

**Step 3:** Within ten [10] days after receipt of the notice of the appeal, the College President or his or her designee will examine the record of the grievance, may hold a conference with the grievant, and/or conduct any investigation he or she considers necessary, and issue a written decision after reviewing the information provided. The President's decision will be final for all grievances except for involuntary for-cause termination. In the event the College President or his or her designee hold a conference with the grievant, the Union representative shall participate in the conference upon the request of the grievant.

**Step 4:** In the event that the grievant and the Union are not satisfied with the College President's decision regarding an involuntary for-cause termination, the grievant and the Union may appeal the decision in writing to the Board of

Trustees within five [5] days following receipt of the College President's decision. With this appeal, the grievant and the Union will include a copy of the original written grievance and all replies.

The Board of Trustees will consider the grievance at its next regularly scheduled executive session, or such other date and time as the Board may establish in its discretion and take such appropriate steps to review the grievance that it deems advisable which may, in the Board's discretion, include providing the grievant with an opportunity to be heard and/or a hearing at the earliest executive session of the Board. The Board will determine the time, manner, and method of any such proceeding or hearing and shall establish such rules for the presentation as it determines to be appropriate. The Board Chair, or designee, shall chair the presentation and conduct the proceedings.

Additional Provisions:

1. Extension of the time limits provided in this grievance process may be made only by mutual written consent of the parties. However, in the event of failure of the administration to render a decision at any step of this procedure within the specified time limits, the grievant's sole remedy shall be to proceed to the next step.

2. If the grievant does not appeal a decision at any step within the specified time frame, the grievance process will be considered withdrawn by consent of the grievant.

3. No adverse action will be taken by the College or SEIU Local 1 toward Part-Time Faculty in retaliation for use of or participation in the grievance process. However, the College reserves the right to discipline employees for misconduct committed during the grievance process.

4. A request for use of the grievance process may be withdrawn in writing at any time.
5. Consideration will be given to the grievant's work schedule when scheduling conferences.
6. A copy of the grievance, written responses, and appeals at each step will be forwarded to the SEIU Local 1 office and the Vice President for Human Resources who will maintain all grievance records.
7. All documents, communications, and records pertaining to a grievance will be maintained in a file separate from the grievant's personnel file.

## **ARTICLE XVII**

### **PROFESSIONAL ETHICS**

The College and the Union share a mutual desire to present a positive, professional image of St. Charles Community College and our learning environment. The College and the Union recognize that professional responsibility includes adherence to a standard of ethics as expressed in the AAUP 2009 statement on professional ethics, which follows:

*NOTE: The statement that follows is abridged from AAUP's statement on professional ethics.*

#### **The Statement**

1. Part-Time Faculty, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognize the special responsibilities placed upon them. Their primary responsibility to their subject is to seek and to state the truth as they see it. To this end Part-Time Faculty devote their energies to developing and improving their scholarly competence. They accept the

obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. They practice intellectual honesty. Although Part-Time Faculty may follow subsidiary interests, these interests must never seriously hamper or compromise their freedom of inquiry.

As teachers, Part-Time Faculty encourage the free pursuit of learning in their students. They hold before them the best scholarly and ethical standards of their discipline. Part-Time Faculty demonstrate respect for students as individuals and adhere to their proper roles as intellectual guides and counselors. Part-Time Faculty make every reasonable effort to foster honest academic conduct and to ensure that their evaluations of students reflect each student's true merit. They respect the confidential nature of the relationship between Part-Time Faculty and student. They avoid any exploitation, harassment, or discriminatory treatment of students. They acknowledge significant academic or scholarly assistance from them. They protect their academic freedom.

2. As colleagues, Part-Time Faculty have obligations that derive from common membership in the community of scholars. Part-Time Faculty do not discriminate against or harass colleagues. They respect and defend the free inquiry of associates, even when it leads to findings and conclusions that differ from their own. Part-Time Faculty acknowledge academic debt and strive to be objective in their professional judgment of colleagues.
3. As members of an academic institution, Part-Time Faculty seek above all to be effective teachers and scholars. Although Part-Time Faculty observe the stated regulations of the institution, provided the regulations do not contravene academic freedom, they maintain their right to criticize and seek revision. Part-

Time Faculty give due regard to their paramount responsibilities within their institution in determining the amount and character of work done outside it. When considering the interruption or termination of their service, Part-Time Faculty recognize the effect of their decision upon the program of the institution and give due notice of their intentions.

4. As members of their community, Part-Time Faculty have the rights and obligations of other citizens. Part-Time Faculty measure the urgency of these obligations in the light of their responsibilities to their subject, to their students, to their profession, and to their institution. When they speak or act as private persons, they avoid creating the impression of speaking or acting for their college or university. As citizens engaged in a profession that depends upon freedom for its health and integrity, Part-Time Faculty have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

## **ARTICLE XVIII**

### **PART-TIME FACUTY/ADMINISTRATION MEETINGS**

The Administration and the Part-Time Faculty agree to meet as follows:

Section 1. The meetings will consist of no more than three (3) representatives designated by the Union (SEIU employee or Part-Time Faculty currently teaching at the College) and no more than three (3) representatives designated by the College. The parties may bring more representatives with mutual agreement and prior notice.

Section 2. The parties may by mutual agreement consider and make recommendations on matters of general importance to the Part-Time Faculty and

the College. Whenever possible, agenda items will be shared seventy-two (72) hours in advance to enhance effectiveness and efficiency of meeting time.

Section 3. No matters discussed nor actions taken during such meetings will modify the collective bargaining agreement.

Section 4. The parties will meet one (1) time during each fall and spring semester upon request by the designated union representative. Additional meetings may be held by mutual agreement.

## **ARTICLE XIX**

### **EMERGENCY CONDITIONS AND DISASTERS**

The College reserves its legal responsibility and prerogative to act in all matters as it deems necessary to serve the interests of the College and the public. In the event of an emergency as defined as a natural disaster(s), pandemic, acts of war or terrorism or any event declared a national or state emergency, or severe disruption in state funding, property tax funding, or enrollment, the College and the Union will meet to discuss the implications of said emergency or disaster on specific, relevant terms of the Agreement. All terms of the Agreement will be reinstated when the College is able to resume normal operations.

## **ARTICLE XX**

### **NO STRIKES OR WORK INTERRUPTIONS**

The College and the Union recognize that strikes, work interruptions or any type of work curtailments or slowdowns are prohibited in accordance with Missouri State law. The Union shall not cause nor condone any strike or work interruption of any kind, such as sit-down, stay-in, or any type of work curtailment in any office or facility within this Bargaining Unit of the College.

The Union will instruct all its stewards of their obligations under this article and all



the members as to the meaning of it. If for any reason there is an interruption at the College's office(s) or facilities by other than members, the Union will encourage its members to remain at work and/or to return to work.

**ARTICLE XXI**  
**SEVERABILITY**

If any term or provision of this Agreement is held by a Court of the State of Missouri or by any Federal Court to be contrary to law, then such term or provision will be deemed null and void and shall no longer be valid, to the extent required by such Court decision, and all other provisions or applications shall continue in full force and effect, subject to applicable law and the rights of the Board of Trustees.

If the law of the State of Missouri or any Federal law is changed while the Agreement is in effect which would alter the terms of the Agreement, the Board may refer relevant portions of the Agreement back to the representatives of the College and the Union for further discussion, consideration, and recommendations on the issue so that the Agreement conforms to the change in the law.

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**ARTICLE XXII**

**DURATION**

This Agreement shall become effective August 1, 2022, and shall remain in full force and effect through and including July 31, 2024, upon ratification and signatures of the parties. This Agreement may be extended in increments of up to one year upon written mutual consent of the parties. The written notice of extension or request to bargain shall be by email or certified mail at least ninety (90) days prior to the expiration of the Agreement.

**For St. Charles Community College:**

**For SEIU Local 1:**

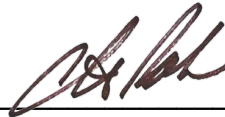


Todd Galbierz  
Senior Vice President



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Genie Kastrup



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Christian Rak