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# COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE  
UNIVERSITY OF SAN FRANCISCO  
AND  
USF FACULTY ASSOCIATION

*Effective July 1, 2008 through June 30, 2013  
with reopeners pursuant to the "Duration of Agreement" section.*



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## **PREAMBLE**

A University is a community of men and women in search of truth. Because this search moves within a universe of beliefs, the University of San Francisco wishes to express its beliefs clearly so that those who come here to teach and to learn may know what manner of community they join.

## **VISION, MISSION, VALUES STATEMENT**

### *Vision*

The University of San Francisco will be internationally recognized as a premier Jesuit Catholic, urban University with a global perspective that educates leaders who will fashion a more humane and just world.

### *Mission*

The core mission of the University is to promote learning in the Jesuit Catholic tradition. The University offers undergraduate, graduate and professional students the knowledge and skills needed to succeed as persons and professionals, and the values and sensitivity necessary to be men and women for others.

The University will distinguish itself as a diverse, socially responsible learning community of high quality scholarship and academic rigor sustained by a faith that does justice. The University will draw from cultural, intellectual and economic resources of the San Francisco Bay Area and its location on the Pacific Rim to enrich and strengthen its educational programs.

### *Core Values*

*The University's core values include a belief in and a commitment to advancing:*

- 1) the Jesuit Catholic tradition that views faith and reason as complementary resources in the search for truth and authentic human development, and that welcomes persons of all faiths or no religious beliefs as fully contributing partners to the University*
- 2) the freedom and the responsibility to pursue truth and follow evidence to its conclusion*
- 3) learning as a humanizing, social activity rather than a competitive exercise*
- 4) a common good that transcends the interests of particular individuals or groups; and reasoned discourse rather than coercion as the norm for decision making*
- 5) diversity of perspectives, experiences and traditions as essential components of a quality education in our global context*
- 6) excellence as the standard for teaching, scholarship, creative expression and service to the University community*
- 7) social responsibility in fulfilling the University's mission to create, communicate and apply knowledge to a world shared by all people and held in trust for future generations*
- 8) the moral dimension of every significant human choice: taking seriously how and who we choose to be in the world*
- 9) the full, integral development of each person and all persons, with the belief that no individual or group may rightfully prosper at the expense of others*
- 10) a culture of service that respects and promotes the dignity of every person.*

### *Strategic Initiatives*

*The following initiatives are key to the University's achieving the recognition as a premier Jesuit Catholic, urban university:*

- 1) *Recruit and retain a diverse faculty of outstanding teacher-scholars and a diverse, highly qualified, service-oriented staff, all committed to advancing the University's Visions, Mission and Values;*
- 2) *Enroll, support and graduate a diverse student body, which demonstrates high academic achievement, strong leadership capability, concern for others and a sense of responsibility for the weak and the vulnerable.*
- 3) *Provide an attractive campus environment and the resources to promote learning throughout the University:*
  - *Learning resources that improve the curriculum and support scholarship*
  - *Facilities to support outstanding educational programs*
  - *Technology solutions to enhance learning and improve service*
- 4) *Continue to strengthen the University's financial resources to support its educational mission.*

## **FACULTY/STAFF WORKING RELATIONS**

The University and the USFFA agree that clerical and technical employees will be treated with dignity and respect. This clause is meant to stimulate discussion on dignity and respect in our community and, especially, in regard to members of the OPE clerical and technical unit.

*The Preamble and the Statement of Mission and Goals as written here shall not be deemed part of the Agreement.*

## **DEFINITIONS**

1. "University": The President, Vice Presidents, Deans and such other administrative officers as may be appointed by the Board of Trustees, by the President, or, by delegation of the President by the Vice Presidents.
2. "Association": The USF Faculty Association.
3. "Members of the Bargaining Unit": The full-time faculty and non-administrative full-time professional librarians as set forth more fully in section 1.1 and 1.2 of the Agreement, hereinafter variously referred to as "members."
4. "Association Members": The full-time faculty and non-administrative full-time professional librarians as set forth more fully in section 1.1. and 1.2 of the Agreement, hereinafter variously referred to as "members."
5. "Academic Vice President": Vice President for Academic Affairs, may also include Provost.
6. "Association Committees": All committees referred to in this document shall be committees of the Association and the latter shall define the functions and appoint the membership for all such committees.
7. "Notification": Where this Agreement specifies that an individual must be notified of an action by a specific date, this shall mean that a good-faith effort

must be made to meet the notification deadline, but if the deadline cannot or may not be met, a registered or certified letter of notification must be mailed and postmarked at least one working day prior to the contract notification deadline.

8. "Working Day": Any day on which the administrative offices are open.

## **AGREEMENT**

This Collective Bargaining Agreement ("Agreement") is entered into by and between the University of San Francisco ("University") and the USF Faculty Association ("Association").

## **DURATION OF AGREEMENT**

This Agreement shall become effective on the date of ratification by the parties and shall continue in full force and effect through June 30, 2013, subject to (A), (B) and (C) below, or other applicable articles or addenda, or either party's request to modify or amend as permitted herein, and shall continue in effect thereafter from year to year unless either party serves written notice of termination on the other, at least sixty (60) days prior to the expiration date hereof or to a subsequent anniversary of the expiration date hereof.

- (A) All salary, salary step and benefit provisions as well as other economic terms set forth in this Agreement shall expire June 30, 2011.
- (B) At least 60 days prior to July 1, 2011, each party may reopen any three articles or addenda of this Agreement, in addition to those articles described above. Articles that are reopened by either party shall be deemed to expire as of July 1 of that year.
- (C) All other articles not reopened by either party shall be extended automatically through the expiration date hereof.

This Agreement shall expire and is subject to renegotiation in its entirety on June 30, 2013, assuming timely written notice of termination is provided.



## **ARTICLE 41. Discipline and Discharge**

### *41.1 Termination or Discipline of an Association Member with a Tenured Appointment*

An Association member with a tenured appointment can be terminated or disciplined by the University only on the basis of the just cause principle as defined by arbitration case law pertaining to labor-management relations under the National Labor Relations Act. An Association member who is terminated by the University pursuant to this section shall be given twelve (12) months' notice or, alternatively, at the sole option of the University, severance pay equal to one-half of the last annual salary given the terminated faculty member. Termination or discipline of an Association member with a tenured appointment is subject to the grievance and arbitration provisions set forth in this contract.

### *41.2 Moral Turpitude*

Faculty who are disciplined and discharged for reasons of moral turpitude shall not be entitled to severance pay equal to one-half of the last annual salary as set forth in this Article. "Moral turpitude" shall be used as it is commonly understood in higher education.

*41.3* Violation of any article or provision of this Agreement may result in disciplinary action against an Association member.

## **ARTICLE 42. Layoff**

### *42.1 Layoff of an Association Member with a Tenured Appointment*

In the event that a reduction of the workforce of the University requires the layoff of a tenured Association member, the layoff shall be done on the basis of retaining faculty with the qualifications to perform the work which remains available. If two or more Association members having a tenured appointment have the qualifications to perform the work that remains available, the first tenured Association member to be laid off will be the Association member who has the least length of service as a tenured Association member with the University. Authorized leaves of absence or resignations from the University shall normally not be counted toward seniority.

A tenured Association member who is laid off by the University shall be given twelve (12) months' notice before the layoff shall become effective. The layoff notice shall be written and shall specify the reason or reasons for layoff in full. A copy of the notice shall be provided to the Association at the time it is sent to the Association member. Tenured faculty shall be subject to layoff under the following circumstances:

- (A) *Layoff Involving a Redirection or Realignment in Educational Programs or Curriculum, Either of Which May Involve University Resources*