

This Agreement is entered into this 1st day of March, 2016 by and between Northeastern University (hereinafter referred to as the “University”) and Service Employees International Union Local 509, CtW (hereinafter referred to as the “Union”).

## **ARTICLE 1 – RECOGNITION AND BARGAINING UNIT DESCRIPTION**

**Section 1.** Pursuant to the Certifications of Representative, issued by the National Labor Relations Board in Case No. 01-RC-124413 and Case No. 01-RC-130676, the University hereby recognizes the Union as the sole and 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 graduate and undergraduate faculty (adjunct, lecturers or instructors) employed by Northeastern University to teach at least one credit-bearing course in a degree granting program at Northeastern University's campuses located at 360 Huntington Avenue, Boston, Massachusetts and 89 Broad Street, Boston, Massachusetts (together, “the Boston Campuses”), including hybrid and blended courses, who are compensated on a per course basis, and all part-time faculty (adjunct, lecturers or instructors) employed by Northeastern University who are compensated on a per course basis to teach at least one course in the Law School or in a pre-matriculation and/or non-degree granting program within the College of Professional Studies in Global Pathways, NU Global, Foundation Year, United States Pathways Program and/or American Classroom, at the Boston Campuses (hereinafter referred to as “employees,” “faculty,” or “faculty members”), except those referred to in Section 2 below.

**Section 2.** The following are excluded from representation by the Union and are not subject to this Agreement: graduate assistants, graduate students, research assistants and all University employees not specifically referenced in Section 1 above, including, but not limited to, all tenured or tenure track faculty, visiting or contract faculty, faculty who teach only online courses, or courses at any Northeastern University campus other than the Boston Campuses, and all other employees, whether or not they have teaching as part of or in addition to any other of their responsibilities including, deans, provosts, professionals and non-professional employees, administrators, department chairs, clinical fellows, teaching fellows, athletic coaches, academic advisors, maintenance employees, clerical employees, clinical nurses whose primary duties are performed away from the Boston Campuses, managers, confidential employees, guards and supervisors as defined by the National Labor Relations Act.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

**Section 1.** The Union recognizes the right of the University to operate and manage the University. All rights, functions, prerogatives and discretions of the management of the

University formerly exercised by the University are retained by and remain vested exclusively in the University, except to the extent that such rights, functions, prerogatives and discretions are specifically and explicitly modified by the express provisions of this Agreement. No such right, function, prerogative, or discretion shall be deemed waived or modified, unless the waiver or modification is in writing and signed by the University and the Union. Without limiting the generality of the foregoing, the University reserves the right to:

- a. plan, determine, modify, direct and control the University's mission, programs, objectives, activities, resources, and priorities;
- b. determine, install, introduce, modify, remove, discontinue or end any method, procedure, policy, material, equipment, and operation used or to be used by employees;
- c. direct and control operations;
- d. determine the quality and quantity of work to be performed;
- e. determine, increase, decrease or otherwise change the number, qualifications, scheduling, course load, hours, location, classification, responsibilities and assignment of employees;
- f. determine all matters relating to recruiting, hiring, training, transferring, promoting and laying off employees;
- g. subcontract all or any portion of any work or operations;
- h. establish, maintain, modify, enforce, abolish and require employees to observe standards and methods of performance, conduct, order, and safety;
- i. establish, maintain, modify, enforce, abolish and require employees to observe work rules, regulations, policies, and procedures;
- j. determine medical and health care standards and fitness for duty and require fitness for duty tests;
- k. expand the University and its operations and businesses by acquisition, merger or other means;
- l. meet and discuss with employees issues of University or employee concern;
- m. require the Union and employees to cooperate with the University regarding applicable time tracking requirements;
- n. open, close in whole or in part, consolidate, reorganize, relocate and expand any of the University's facilities;
- o. lease or sell any of the University's facilities, operations, businesses or assets, in whole or in part, at any time;
- p. alter, extend or discontinue existing equipment, facilities, programs and location of operations, including but not limited to determining whether the whole or any part of its equipment, facilities, programs or operations shall continue to operate;
- q. establish, reduce, alter, combine or discontinue any job classification, department, unit, operation or service, or portion thereof;

- r. assess and evaluate employees, determine the content of assessments and evaluations, and determine the processes and criteria by which employees are assessed and evaluated, including but not limited to determining whether peers, unit heads, students and/or others shall assess and evaluate employees;
- s. discipline employees up to and including discharge;
- t. establish or modify the academic calendars, including holidays and holiday scheduling;
- u. determine who is taught, what is taught, how it is taught and who does the teaching, including but not limited to assigning courses once taught by members of the bargaining unit to individuals outside of the bargaining unit;
- v. determine all matters relating to student admissions and enrollment;
- w. introduce new methods of instruction;
- x. exercise sole authority on all decisions involving academic matters, including but not limited to establishing or changing curriculum, establishing or changing standard syllabi for courses with multiple sections and establishing uniform grading rubrics and student performance standards;
- y. exercise all rights, functions, prerogatives, and discretions granted by applicable law;
- z. establish, change, modify and cancel courses, including but not limited to converting a course to a directed study and canceling one or more sections of a particular course; and
- aa. appoint employees to full-time positions and positions that provide instruction exclusively online which are not covered by this Agreement and are outside of the bargaining unit described in Article 1 – Recognition.

**Section 2.** The selection of supervisory and managerial personnel shall be the sole responsibility of the University and shall not be subject to the grievance and arbitration provisions of this Agreement.

**Section 3.** Should a specific provision of this Agreement directly conflict with, modify or restrict an enumerated right under this Article, the specific provision of the Agreement shall prevail over the enumerated right.

**Section 4.** The University, in not exercising any function hereby reserved to it in this Article 2 – Management Rights, or in exercising any such function in a particular way, will not be deemed to have waived its right to exercise such function or preclude the University from exercising the same in some other way.

**Section 5.** No action taken by the University with respect to a management or academic right shall be subject to the grievance procedure or collateral suit unless the exercise thereof violates an express written provision of this Agreement.

## **ARTICLE 3 – UNION SECURITY AND CHECK OFF**

**Section 1.** Unless exempted by Section 2 below, any faculty member who is covered by this Agreement (and who does not voluntarily become and remain a member in good standing of the Union) shall be required as a condition of continued employment to pay an agency fee (a service charge as a contribution toward the cost of administration of this Agreement and representation by the Union) to the Union beginning no later than thirty (30) days after the date of their initial appointment as a faculty member covered by this Agreement. The amount of such agency fee shall be determined by the Union in accordance with applicable law, as a percentage of full dues uniformly required to be paid and initiation fees by those who choose to become members of the Union.

**Section 2.** The agency fee requirement in Section 1 shall not apply to the following categories of faculty members:

- (a) Members of federal, state, or District of Columbia judiciaries; or
- (b) Faculty members who affirm, through a written statement, that payment of an agency fee to the Union will have an adverse impact on their professional work or employment outside of the University because of an actual, potential, or perceived conflict of interest. However, such faculty members shall be required to make contributions in an amount equal to the agency fee to a 501(c)(3) charitable organization(s) of their choice from among a list provided by the Union in lieu of paying the agency fee to the Union.

**Section 3.** Faculty members may elect to have deductions for dues or agency fees made from their compensation only by submitting an authorization in the form set forth in Appendix D to this Agreement that is voluntarily executed by the employee and submitted to the University. The Union may obtain this authorization electronically, provided the parties agree to the format and process for such electronic authorizations and determine that the authorizations are in compliance with applicable law. The University will deduct membership dues or agency fees as certified in writing by the President or Executive Director of the Union and remit such dues or agency fees to the Union. Payroll deduction of dues or agency fees can be cancelled by an employee's individual written notice to the Union via certified mail. The employee's certified mail is to be addressed to: Executive Director - SEIU, Local 509, 100 Talcott Ave, Watertown, Massachusetts, 02472. The Union will then notify the University of any cancelled memberships and provide the employee's original notices of Union membership cancellation to the University within ten (10) days of receipt.

**Section 4.** The Union shall notify the University in writing at least thirty (30) days prior to the intended implementation date of any change in the amount of union dues or agency fees.

**Section 5.** The Union will report to the University missing or incorrect deductions for dues or agency fees as they become known. In the event that a payroll deduction for a faculty member is processed in a manner inconsistent with the faculty member's signed authorization form or the terms of this Agreement, the University will correct the error as soon as practicable after being informed of the error in writing either by the faculty member or the Union.

**Section 6.** Upon written request by the Union, the University will not assign any courses covered by the Agreement to a faculty member who has failed to comply with his/her obligations under this Article. Nothing in this Section shall require the University to terminate the employment of a faculty member.

**Section 7.** The Union shall indemnify and hold harmless the University, its Board of Trustees, agents, personnel and students from any and all claims, grievances, awards, actions, suits, judgments, attachments, forms of liability or damages that arise out of or by reason of any action taken by the University in compliance with any of the provisions of this Article, and the Union assumes full responsibility for the disposition of monies deducted under this Article as soon as they have been remitted by the University to the Union.

**Section 8.** On or about the fifteenth (15<sup>th</sup>) of the month following the month in which the deductions were made, monies so deducted by the University shall be transmitted by mail or electronically to the Union Treasurer or other Union designee. Such deductions shall continue until instruction to cease payroll deductions is given in writing by the faculty member to the University's office of Human Resource Management.

**Section 9.** The University shall send to the Union in writing to an electronic or physical address identified by the Union the following information for each faculty member whether or not deduction is made, at the same time as the University remits all deductions for union dues or agency fees from the wages of faculty members for the preceding month:

- a. Rate of pay and earnings that the union dues or agency fee deduction is based on;
- b. Month the deduction is based on;
- c. Name and employee ID number; and
- d. If applicable, a reason union dues or agency fees were not deducted.

## ARTICLE 4 – UNION RIGHTS

**Section 1.** The representatives of the Union shall have reasonable access to public areas at the Boston Campuses at reasonable times during working hours for the purposes of administering this Agreement so long as normal business and classroom activities are not disrupted or attempted to be disrupted.

**Section 2.** Subject to the provisions of Section 1 above, the Union shall have access to meeting space at the Boston Campuses, subject to the same procedures as other campus organizations, including but not limited to procedures related to reserving space and appropriate conduct on campus.

**Section 3.** The University shall recognize faculty members designated by the Union as its representatives to adjust grievances, process disciplinary appeals, attend meetings with a grievant or with representatives of the University and address other matters related to the administration of this Agreement when authorized by the Union to do so and when such activities do not interfere with the faculty members' teaching an assigned course at its regularly scheduled time or interfere with any other of the faculty members' duties.

**Section 4.** Within forty-five (45) calendar days after the ratification of this Agreement, and thereafter prior to the first day of classes each academic year, the Union shall provide the University with a complete list of faculty members the Union has designated as its representatives. The list shall include the faculty member's name, phone number, Northeastern University email address, and position with the Union. The Union will promptly provide an updated list to the University when there are changes in the individuals the Union designates as its representatives or those individuals' position with the Union or contact information changes.

**Section 5.** The University shall permit representatives of the Union to post notices pertaining to legitimate and appropriate Union interests on bulletin boards designated by the University, subject to the same policies and procedures as other campus organizations.

## ARTICLE 5 – ACADEMIC FREEDOM AND TEACHING EXPECTATIONS

**Section 1.** Faculty members shall be entitled to academic freedom on the same basis as all other faculty members involved in teaching or scholarship at the University. The grievance and arbitration procedure in Article 7 – Grievance and Arbitration shall be the sole means of addressing an alleged violation of this Article.

**Section 2.** A faculty member's teaching shall be guided by the course description and other determinants of course content that the academic unit deems appropriate,

requirements of effective teaching, adherence to academic and professional standards, and encouragement of the spirit of inquiry among students. Faculty members are expected to deliver the course and make themselves available to students on a regular basis, including outside the class meeting time. Faculty members shall prepare for their classes and conduct them in an appropriately professional manner, including but not limited to meeting classes on time, holding classes for the full period except in the event of an emergency or as a practice approved by the Unit Head, and evaluating academic performance fairly and reasonably. Faculty members will submit grades on a timely basis and promptly provide opportunities for student feedback on course performance.

**Section 3.** If there is no standard or existing course syllabus or if the faculty member believes that the standard course syllabus should be modified, then the faculty member may develop a revised or new syllabus in consultation with the academic unit head, or his/her designee. Any new or revised course syllabus must be approved by the academic unit head or his/her designee.

**Section 4.** The University shall endeavor to make all expectations on course curricula, teaching and grading responsibilities, and student assignments available in writing to the faculty member at the time the course is assigned to him/her.

## **ARTICLE 6 – BARGAINING UNIT INFORMATION**

**Section 1.** The University will provide to the Union a preliminary list of all faculty members covered by this Agreement within forty-five (45) calendar days following the first day of classes each academic term.

**Section 2.** This preliminary list will include the following information to the extent available: name, Northeastern employee ID number, home address, phone number, Northeastern University email, assignment period, course assignment(s), including course title(s), the date the course begins and ends, academic unit(s) in which the course is offered, number of credits offered for the course(s), compensation for the course(s) and the number of students enrolled in the course or in each course section at the time the information is provided.

**Section 3.** The University will provide an updated and finalized list following the closure of the add/drop period.

## ARTICLE 7 – GRIEVANCE AND ARBITRATION

**Section 1.** A grievance within the meaning of this Agreement shall be any complaint or dispute arising out of the application or interpretation of a specific provision of this Agreement. Except as provided in Article 17 No Strikes and No Lockouts, this procedure shall be the sole and exclusive means for enforcing the terms of this Agreement. Notwithstanding the availability of the formal procedures of this Article, it is agreed an informal resolution of any dispute is desirable.

**Section 2.** A grievance may only be filed in writing or by email and shall specify the (1) identity of the grievant or class of grievants, (2) date of alleged violation of the Agreement, (3) provision(s) alleged to have been violated, (4) facts supporting the alleged violation of each provision(s) alleged to have been violated, and (5) relief requested by the grievant or class of grievants. All grievances filed by the grievant or Union must be signed and dated by the grievant or a Union representative or filed electronically from a University or Union email address (@neu.edu or @seiu509.org). All grievances filed by the University must be signed and dated by an authorized representative of the University or filed electronically from a University email address (@neu.edu).

**Section 3.** The following steps shall be followed in the processing of grievances:

**Step 1.** The grievant or the Union shall file the grievance with the grievant's academic unit head within twenty-one (21) calendar days of the later of the act or omission giving rise to the grievance or the date the grievant knew or should have known of the act or omission giving rise to the grievance. If the grievance is not resolved satisfactorily within seven (7) calendar days thereafter, the grievance may proceed to Step 2. Nothing in this Agreement shall prevent an employee from resolving any problem consistent with this Agreement and the law, with or without the presence of a Union representative. In the event an individual faculty member and the University settle a dispute without the written and express agreement of the Union, that settlement will not create a precedent for either party in the interpretation or application of this Agreement.

**Step 2.** If the grievance is not resolved at Step 1, the faculty member may request that the Union appeal the grievance to Step 2. If the Union deems the grievance to be meritorious, it may file the Step 2 grievance with the Dean of the appropriate School or College or his/her designee within the earlier of fourteen (14) calendar days of receipt of the Step 1 response, or within twenty-one (21) calendar days of the date the grievance was filed, if no Step 1 response was received. If the grievance is filed within the time limits, the Dean or his/her designee shall conduct a meeting for the purpose of attempting to resolve the grievance. If the grievance is not resolved at this meeting, the Dean or his/her designee shall respond to the Union

in writing within fourteen (14) calendar days of the meeting. If the Dean or his/her designee fails to respond within fourteen (14) calendar days of the meeting, the grievance may proceed to Step 3.

**Step 3.** A grievance not resolved at Step 2 may be appealed in writing by the Union to the University's Provost or his/her designee within fourteen (14) calendar days of the conclusion of Step 2. A meeting for the purpose of attempting to resolve the grievance shall be held at this Step. If the grievance is not resolved at this meeting, the Provost or his/her designee shall respond to the Union in writing within fourteen (14) calendar days of the meeting. If the Provost or his/her designee fails to respond within fourteen (14) calendar days of the meeting, the grievance may proceed to Step 4.

**Step 4** If the grievance is not resolved at Step 3, the Union or the University only may request mediation in writing (by hand, facsimile or electronic mail) from the Federal Mediation and Conciliation Service (FMCS) within fourteen (14) calendar days after receipt of the Step 3 decision. Mediation, if requested by the union or the university, shall be a condition precedent to arbitration. The request for mediation must be in writing and served by the party requesting it simultaneously on the FMCS and the other party within the requisite 14 calendar day period as a condition precedent for further processing of the grievance. The mediation shall be held in Boston, Massachusetts unless the University and the Union agree in writing to hold it elsewhere. Step 4 shall be waived if the FMCS is not available to hold a mediation session within thirty (30) calendar days of the request to mediate.

**Step 5** If neither the Union nor the University requests mediation, if the FMCS is unable to hold a mediation session within the requisite 30 calendar day period, or if the grievance is not resolved at mediation, the Union or the University may submit the grievance to arbitration by giving written request to the other party and the American Arbitration Association (AAA). The request to arbitrate must be submitted within twenty-one (21) calendar days after one of the following events, as applicable: (1) receipt of the Step 3 grievance response, (2) notification that FMCS is unable to hold a mediation session within the requisite thirty (30) calendar day period, or (3) the end of mediation. Failure to request arbitration within the fourteen (14) calendar-day period shall constitute a waiver of the grievance. The AAA will hear and determine the case in accordance with its prevailing rules. Copies of all correspondence by the Union or the University to the AAA concerning the arbitration shall be served on the other party. The arbitration shall be held in Boston, Massachusetts unless the University and the Union agree in writing to hold it elsewhere.

**Section 4.** If either the University or the Union timely raises an issue of procedural arbitrability at any time, the arbitrator shall hear and decide the issue of procedural arbitrability before hearing any evidence or statement regarding the merits of the grievance. The arbitrator shall not be automatically disqualified from hearing the substance of the grievance by reason of determining arbitrability.

**Section 5.**

- a. There shall be no submission of multiple grievances to arbitration in one demand, nor shall separately submitted grievances be consolidated and/or merged before the same arbitrator, absent mutual consent between the University and the Union. Accordingly, in the absence of mutual consent of the University and the Union, an arbitrator may not be presented with or rule upon more than one grievance, provided that either the University or the Union may submit a class grievance to arbitration in accordance with this Article. It is the desire of the University and the Union to settle grievances at the lowest possible level. Therefore, all steps shall be required before a grievance can proceed to arbitration unless the University and the Union agree otherwise in writing.
- b. The arbitrator shall have no authority to add to, subtract from, alter or amend any of the provisions of this Agreement. The arbitrator shall have the authority only to decide disputes concerning the interpretation and application of the specific section(s) and article(s) of the Agreement to the facts of the particular grievance presented to him or her. If the arbitrator finds that the University acted in accordance with its rights under Article 2 – Management Rights which are not further abridged by other terms of this Agreement, the arbitrator shall have no jurisdiction or authority to issue any award changing, modifying or restricting any such action taken by the University.
- c. The decision and award of the arbitrator shall be issued to the University and the Union within thirty (30) calendar days of the close of the arbitration or submission of briefs, whichever is later.
- d. The decision and award of the arbitrator shall be final and binding upon the University and the Union and the employees covered hereby to the extent provided by law.
- e. The fees and expenses of the arbitrator, the hearing room and any hearing transcript shall be shared equally by the University and the Union.

**Section 6.** Failure of an employee, the Union or the University to meet any deadline at any step of this grievance procedure shall constitute a waiver of the grievance and no

further action may be taken on it. Time is of the essence, but any time limits in this Article can be waived by the written agreement of the University and the Union. For purposes of calculating time limits under this Article, “calendar days” shall not include University observed holidays as defined by the University Holiday Schedule, as it may be amended from time to time, which is herein incorporated by reference.

**Section 7.** A grievance alleging a violation of the Agreement by the Union which is initiated by the University shall be presented in writing to and discussed with the lead Union Steward within fourteen (14) calendar days of the later of the act or omission giving rise to the grievance or the date the University knew or should have known of the act or omission giving rise to the grievance. If such a grievance is not resolved within fourteen (14) calendar days after this discussion, it may be submitted to mediation by the University in accordance with Section 3, Step 4 of this Article. A demand for arbitration for such a grievance may also be made in accordance with Section 3, Step 5 of this Article.

**Section 8.** A faculty member shall not miss a class to attend or prepare for an arbitration. Accordingly, the parties agree that they will make every reasonable effort to schedule arbitrations at times that do not conflict with the teaching schedules of faculty members who either party anticipates will be attending the arbitration as a grievant or a witness.

## **ARTICLE 8 – ACCESS TO SERVICES – ACADEMIC UNIT SUPPORT**

**Section 1.** All faculty members shall have access during the academic term in which they teach to the supplies, materials, technologies, and other resources deemed necessary by the University to teach assigned courses. If the supplies or materials needed to teach a course are unavailable, the faculty member shall obtain authorization from the academic unit head before incurring any out-of-pocket expense. If the faculty member is authorized in advance by the University to purchase supplies or materials for a course, he/she will be reimbursed in accordance with the University’s expense reimbursement policy and any applicable expense reimbursement policies of the applicable academic unit, as they may be amended from time to time, and upon submission of applicable University or academic unit expense reimbursement form(s) and required receipt(s) or other evidence of payment by the faculty member. Any supplies, materials, technologies, and other resources for which a faculty member was reimbursed shall be and remain the sole property of the University.

**Section 2.** The University will provide faculty members access to information in connection with preparing materials for class, how to place book orders, and submitting grades.

**Section 3.** Faculty handbooks and policies and procedures that apply to faculty members shall be made available to faculty members with updates as available.

**Section 4.** All proposed course-related field trips must be approved in advance by the relevant academic unit head, and, if approved, faculty members must abide by applicable policies and procedures relating to such field trips as they may be amended from time to time. Upon prior written approval by the academic unit, the University generally will pay for field trip expenses directly. If a faculty member receives prior written authorization from the academic unit to cover the costs of the approved field trip himself or herself, he/she will be reimbursed in accordance with the University's expense reimbursement policies and procedures and any expense reimbursement policies and procedures of the applicable academic unit, as they may be amended from time to time, and upon submission of a University or academic unit expense reimbursement form(s), and required receipt(s) or other evidence of payment by the faculty member.

**Section 5.** Subject to applicable University policies and procedures, including but not limited to those regarding use of computer and network resources, as they may be amended from time to time, the University shall endeavor to provide faculty members with shared access on the Boston Campuses to computers with Internet access, printers, photocopiers, and tech support, subject to the University's operating needs and regular work schedules for technical staff, to assist faculty members in preparation of classroom instruction.

**Section 6.** In those academic units outside of CPS that maintain individual faculty mailboxes, faculty members shall be provided with individual mailboxes. Each academic unit outside of CPS shall have the right in its sole discretion to determine whether to introduce, maintain or discontinue the use of individual faculty mailboxes. Faculty members assigned to teach a course(s) in CPS may request access to a mailbox. CPS will evaluate these requests on a case by case basis and grant such access where CPS determines it is appropriate to do so.

**Section 7.** Subject to applicable University and academic unit policies and procedures, including but not limited to those regarding use of computer and network resources and email use, retention and destruction, as they may be amended from time to time, faculty members shall have continued access to email and NUWave Wi-Fi for a period of twelve (12) months following the end of the academic term in which they last taught a course. Notwithstanding the forgoing, in those cases where a faculty member has separated from employment with the University for any reason, access to email and NUWave Wi-Fi shall end on the effective date of the faculty member's separation from employment.

**Section 8.** In those academic units outside of CPS that maintain online profiles, faculty members will be allowed an online profile on the relevant University website for a period

of twelve (12) months following the end of the academic term in which they last taught a course. The content, design and posting of the online profiles are subject to applicable University and academic unit policies and procedures, including but not limited to those regarding its website and online faculty profiles, as they may be amended from time to time, and are subject to the approval of the academic unit head. Faculty members assigned to teach a course(s) in CPS may request that they be allowed to have an online profile subject to the forgoing conditions. CPS will evaluate these requests on a case by case basis. Such requests will not be unreasonably denied. Notwithstanding the forgoing, in those cases where a faculty member has separated from employment with the University for any reason, the University reserves the right to remove the faculty member's online profile upon the separation of the faculty member's employment.

**Section 9.** The University will use good faith efforts to provide faculty members access to space to prepare for class and meet with students. In furtherance of this endeavor, the University and the Union agree that the Labor Management Committee will study and will make recommendations regarding access to space.

**Section 10.** Subject to applicable University and academic unit policies and procedures, including but not limited to those regarding use of computer and network resources, as they may be amended from time to time, and the restrictions of applicable vendor agreements and licenses, faculty members shall have access to research databases, online services, and library services during academic term(s) in which they are teaching and for a period of twelve (12) months following the end of the academic term in which they last taught a course. Notwithstanding the forgoing, in those cases where a faculty member has separated from employment with the University for any reason, access to research databases, online services, and library services shall end on the effective date of the faculty member's separation from employment.

**Section 11.** The University shall make available training and/or guidance in teaching methods and grading criteria, and assistance in understanding the learning styles and expectations of the Northeastern student body.

## **ARTICLE 9 – COURSE ASSIGNMENTS**

**Section 1.** All assignments of faculty covered by this Agreement shall only be made by the Provost and Senior Vice President for Academic Affairs or his/her designee or a Dean or designee. For the purposes of this Article, an assignment is the administrative action that specifies the class(es) to be taught or other academic work that comprises the faculty member's responsibilities. The listing of a course in the schedule of classes and/or designation or identification of a particular faculty member in the schedule of classes does

not constitute an assignment. Assignments may include preparation, attendance at faculty meetings, course assessment, and resolution of incomplete or disputed grades.

**Section 2.** Faculty members entitled to good faith consideration shall be offered their course assignment in writing at least forty-five (45) calendar days prior to the start of the academic term except when the course was previously offered to another individual. Nothing in this Article shall preclude faculty members from being offered courses or sections of courses that are added to the schedule after the date of offer. A faculty member must notify the University of his/her acceptance of an offered course within ten (10) calendar days of receiving the offer. If the faculty member fails to respond within ten (10) calendar days of receiving the offered course assignment, the faculty member will be deemed to have declined the offer.

**Section 3.** Commencing on January 9, 2017, the University will give good faith consideration to a faculty member for a course assignment where (1) on the date of ratification of this Agreement or during the period between the date of ratification and January 9, 2017, or (2) on or after January 9, 2017 (a) the faculty member has not been subject to any disciplinary action issued by the University within the current year or the preceding three (3) years; (b) the faculty member has been assigned to teach the same course for which s/he seeks assignment during at least three (3) academic terms during the previous three (3) years; and (c) the same course is being offered within one (1) year of the faculty member's most recent assignment to teach that course.

The Union and the University acknowledge that this Agreement does not apply to online courses or any other course taught outside the Boston Campuses, and that such courses are not bargaining unit work. However, notwithstanding the definition of "same course" below, online courses taught by faculty members who were teaching during the academic term in which this Agreement was ratified shall be considered in the initial determination of good faith consideration in the assignment of a course with the identical course number but with a delivery method of on the ground, hybrid or blended on the Boston Campuses. With this one exception, online courses will not be considered in determining good faith consideration eligibility.

For purposes of this Section, "same course" shall mean the identical course number and identical campus. The campus designations "Boston Main", "Boston", and "Broad Street" shall be considered an "identical campus" for purposes of this Section.

Notwithstanding the foregoing, the following groups of courses shall be considered the "same course" for purposes of this section:

In CSSH – English:

All on-ground, not online first year writing courses ENGW 1102, 1110, 1111.  
All on-ground, not online, Advanced Writing in the Disciplines section of the following courses: ENGW 3302, 3304, 3305, 3306, 3307, 3308, 3309, 3310, 3311, 3313, 3314, 3315.

During the term of this Agreement, the Union and the University may submit to the Labor Management Committee additional courses for the Labor Management Committee to review and make a recommendation as to whether they should be considered the “same course” for purposes of this section. The recommendation of the Labor Management Committee shall not be binding on the University.

Good faith consideration shall mean that the assignment to teach a specific course may be denied, reduced, or subsequently cancelled only in the following circumstances:

- (a) Elimination, suspension or downsizing of an academic unit or program and/or merging of an academic unit or program within another academic unit or program which impacts the course taught by the faculty member;
- (b) Creation of a full-time faculty position that absorbs an existing course taught by faculty members or any other circumstance in which a course previously taught by a faculty member will be taught by a full-time faculty member or non-bargaining unit member;
- (c) A reduction in the number of courses or sections offered in an academic term or the cancellation of a course or section which impacts the course taught by the faculty member;
- (d) Elimination or decrease in course offerings due to changes in core curriculum requirements, or major or minor program requirements, which impacts the course taught by the faculty member;
- (e) Unsatisfactory performance of a faculty member; as evidenced by facts and circumstances such as student evaluations, individual student commentary (both oral and written), faculty member self-evaluation, syllabi and applicable course materials, evidence of student learning, and classroom observations; provided, however, that student evaluations shall not be used as the exclusive basis to deny, reduce or cancel an assignment;
- (f) The faculty member’s failure to meet any of the responsibilities set forth in Article 5 – Academic Freedom and Teaching Expectations;
- (g) Availability of an alternative faculty member who, in the University’s discretion, has better credentials, qualifications and/or performance;
- (h) Serious misconduct of a faculty member that is outside the scope of his/her employment with the University but, in the reasonable judgment of the University, would adversely affect the faculty member’s ability to teach or be a member of the University community;
- (i) Where a faculty member is the only individual teaching a specific course in a

college and/or department and the University has identified another faculty member, full-time faculty member or non-bargaining unit member who also is available to teach the course;

- (j) Where the assignment is not practicable due to an act of God, health and safety risk, emergency, injury, death or other similar circumstances; and,
- (k) Where a faculty member is not qualified or competent to teach in a course's delivery method as determined by the academic unit. A faculty member's successful completion of the University's Instructor Certification Training or suitable alternative approved by the faculty member's academic unit within the two year-period immediately preceding the assignment to teach a hybrid or blended course shall be considered evidence (among other evidence) of a faculty member's qualification to teach in those delivery methods.

In the circumstances set forth in subparagraphs a, b, c, d, g, i, j, or k the University shall reasonably consider assigning the impacted faculty member to teach an available scheduled course that the faculty member is qualified to teach. In the event a faculty member has good faith consideration for a specific course and has taught more than one section of that specific course during at least three (3) academic terms during the previous three (3) years, the faculty member will only be entitled to good faith consideration for the number of sections for which the faculty member earned good faith consideration for that specific course up to a maximum of two (2) sections of that specific course per academic term.

Nothing herein precludes the University from offering additional sections of the same course to that eligible faculty member in the same academic term.

In the event more than one faculty member has good faith consideration regarding a specific course and there are not enough sections of that specific course to assign to all of those faculty members, the University shall determine, in its discretion, which faculty member will be assigned to teach the available courses.

If a faculty member entitled to good faith consideration is displaced by an alternate faculty member or by the creation of a full-time position that absorbs existing courses taught by a faculty member pursuant to subparagraph b or g above and is not offered another course, the affected faculty member shall receive a one-time payment equal to seventy-five percent (75%) of the amount the faculty member would have been paid had he/she taught a section of the course.

**Section 4.** Except for courses assigned pursuant to Section 3 above, the University shall exercise reasonable discretion in the assignment of courses to faculty members. The University's exercise of reasonable discretion in the assignment of courses to faculty

members as provided in this section is subject to grievance, but is not subject to arbitration under this Agreement.

**Section 5.** In cases where a course or section assignment subject to good faith consideration is canceled after being offered to and accepted by a faculty member, the faculty member may be offered an available alternative course assignment that the faculty member is qualified to teach and that has not been assigned to another faculty member or full-time faculty member. If the faculty member has not been offered an available alternative course assignment, as described above, a faculty member assigned the course based on good faith consideration that is subsequently cancelled shall be given full compensation for the course(s) cancelled after the course was assigned and accepted by the faculty member. Failure to provide such notice as stated in Section 2 will not result in any obligation to pay the cancellation fees set forth in this Article.

If a faculty member accepts an assignment for a course that is not subject to good faith consideration and the course is subsequently cancelled, the faculty member shall be paid a cancellation fee equal to fifteen percent (15%) of the amount the faculty member would have been paid had the faculty member taught the course if the course is cancelled within seven (7) calendar days prior to the start of the academic term or after the start of the academic term.

**Section 6.** The University will post and advertise open full-time non-tenure track faculty positions in accordance with University policies and procedures as they may be amended by the University from time to time. The University and the Union acknowledge that full-time non-tenure track positions are outside the scope of the bargaining unit covered by this Agreement. Accordingly, this Agreement does not affect the University's rights to establish the qualifications for those positions. Faculty members may apply for open full-time non-tenure track faculty positions. The University's decision regarding who to hire for an open full-time non-tenure track faculty position is not subject to grievance and arbitration under this Agreement.

## **ARTICLE 10 – DISCIPLINE AND DISCHARGE**

**Section 1.** Discipline of employees, including discharge, will be for just cause.

**Section 2.** The University may place a faculty member on administrative leave pending an investigation concerning an allegation of misconduct by the faculty member. Such an administrative leave shall not be considered to be disciplinary action subject to the just cause standard.

**Section 3.** Each assignment ceases at the end of the designated assignment period. The expiration of an assignment, cancellation of an assignment, or the University's determination not to offer further assignment will not be considered disciplinary action and will not be subject to the just cause standard, but instead will be subject to the provisions of Article 9 – Course Assignments.

## **ARTICLE 11 –BENEFITS**

The University will provide to Faculty Members the benefits included in Appendix C. The University reserves the right to modify, suspend, or terminate these benefits, including the rates charged for those benefits, provided that any such modification, suspension, or termination is generally applicable to other University employees who are eligible to participate in these plans.

## **ARTICLE 12 – COMPENSATION**

**Section 1.** The minimum pay rates for teaching courses are set forth in Appendices A and B.

**Section 2.** Effective July 1 in each year of the Agreement, for courses outside of CPS other than one on one private music lessons, faculty members will be paid (a) the then-applicable minimum rate set forth in Appendix A or (b) their per credit rate plus a three percent (3%) increase or (c) their per credit rate plus a \$75 increase, whichever is greatest. One on one private music lessons will be paid at the rates set forth in Appendix \_\_A.

**Section 3.** Effective July 1 in each year of the Agreement, for faculty members teaching courses in CPS, the faculty member will (a) be paid the then-applicable minimum rate set forth in Appendix B or (b) receive a three percent (3%) increase in their per credit rate, whichever is greater. Notwithstanding the forgoing, faculty members teaching courses in CPS with the designations listed in Table A below will (a) be paid the then-applicable minimum rate or (b) receive a four percent (4%) increase in their per credit rate, whichever is greater. Notwithstanding the foregoing, faculty members teaching the courses in CPS listed in Table B below will be paid the then-applicable minimum rate only.

**Table A**

Graduate Social Sciences & Humanities	Lecturer
Graduate Social Sciences & Humanities	Senior Lecturer
Graduate Business	Lecturer
Graduate Business	Senior Lecturer
Graduate STEM	Lecturer
Graduate STEM	Senior Lecturer

**Table B**

Global Pathways	Global Pathways/ AC 1 hour section
Global Pathways	Global Pathways/ AC 3 hour section
Global Pathways	Global Pathways/ AC 6 hour section
Global Pathways	Global Pathways/ AC 7 hour section **
Global Pathways	Global Pathways/ AC 9 hour section

**Section 4.** When there is more than one faculty member teaching one course, the course compensation rate shall be divided according to percentage of responsibility, as agreed to in advance by the academic unit and faculty members.<sup>1</sup>

**ARTICLE 13 – MISCELLANEOUS**

The compensation for miscellaneous services performed by faculty members shall be determined by agreement between the faculty member and the University. The performance of such services are not and shall not be exclusive to faculty members. If no

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<sup>1</sup>

\*\* Limited to the following courses

ESLG 0610	Adv Communication Strategies
ESLG 0095	Advanced Reading and Writing
ESLG 0234	Culture & Comm Skills Grad Sch
ESLG 0232	Culture & Comm Skills Univ
ESLG 0550	Research and Writing for Grad School

agreement is reached on compensation for performing miscellaneous services, a faculty member shall have the right to refuse to perform such services.

## **ARTICLE 14 – PROFESSIONAL DEVELOPMENT**

The University will create a Professional Development Fund for faculty members, effective July 1, 2016. The total amount payable from the Fund in fiscal year 2017 (July 1, 2016 — June 30, 2017) or any subsequent fiscal year during the term of this Agreement shall not exceed \$25,000. The total amount allocated for the fiscal year must be spent during that fiscal year, for professional development activities occurring during that fiscal year.

Faculty members who have achieved good faith consideration, pursuant to Article 9 – Course Assignments, may request reimbursement from the Professional Development Fund for the reasonable costs associated with professional development activities related to teaching. Such requests must be approved by the faculty member’s academic unit head or designee. The maximum reimbursement for an individual faculty member shall be \$500 per fiscal year.

## **ARTICLE 15 – LABOR-MANAGEMENT COMMITTEE**

**Section 1.** The University and the Union agree to create two joint labor-management committees; one (1) in CPS and one (1) for all other academic units.

**Section 2.** Each joint labor-management committee shall consist of no more than five (5) representatives designated by the Union and five (5) representatives designated by the University.

**Section 3.** The joint labor-management committees shall consider and make recommendations on matters of general importance to the faculty and the University.

**Section 4.** Each joint labor-management committee will meet four (4) times during each calendar year. Additional meetings may be held by mutual agreement. Designated representatives of the Union and the University will suggest agenda items two (2) weeks prior to each meeting. The parties will designate their own representatives to the committees.

## **ARTICLE 16 – PERSONNEL FILES**

A faculty member may review his/her personnel file by appointment with the Human Resources Management Department of the University or human resources contact(s) of the relevant college or school up to two (2) times per calendar year, except as otherwise permitted by Massachusetts law. Upon his/her request, the faculty member will be given a photocopy of any item(s) in such file(s).

## **ARTICLE 17 – NO STRIKES AND NO LOCKOUTS**

**Section 1.** During the term of this Agreement, or any written extension thereof, the Union, its representatives, agents, members, and employees covered by this Agreement, will not directly or indirectly cause, assist, encourage, threaten, participate in, condone, ratify or sanction any strike, work stoppage, sit-down, slow-down, curtailment of work, sympathy strike, mass absenteeism, refusal to cross any picket line at or boycott of any University facility or work location, wherever it may be located, or picket the property of any agent of the University, withhold or delay any grades, academic evaluations or other documents, or in any other way interfere with or interrupt the University's operations for any reason, nor shall any faculty members engage in such conduct.

**Section 2.** Any faculty member engaging in any conduct prohibited by this Article is subject to immediate disciplinary action, including discharge. The question of whether the faculty member violated this Article is subject to challenge under Article \_\_ - Grievance and Arbitration. However, the University's decision to discipline a faculty member for such violation, including the decision to discharge a faculty member, shall not be subject to challenge under Article 7 – Grievance and Arbitration.

**Section 3.** In the event that any faculty member violates the provisions of Section 1 above, the Union shall immediately inform such faculty member(s) through all reasonable means that such action is prohibited under this Agreement and that such faculty member(s) should cease such action and return to full, normal, and timely work. The Union shall also distribute to the faculty member(s) and the University a written notice, signed by an officer of the Union, that the work stoppage or other violation is not authorized by the Union. Such distribution shall be made within 24 hours of the earlier of the date the Union, or one of its officers, officials, or agents became aware of the violation, and the date of notice to the Union from the University that there has been a violation of this Article.

**Section 4.** During the term of this Agreement, or any written extension thereof, the University agrees that it shall not lock out any of the faculty members covered by this Agreement.

**Section 5.** Nothing herein shall preclude the University or the Union from instituting a federal or state court action to remedy any violation of this Article.

## **ARTICLE 18 – SEVERABILITY**

If any term or provision of this Agreement is at any time declared to be invalid by a court of competent jurisdiction, such decision shall not invalidate the entire Agreement. All other terms and provisions of this Agreement not declared invalid shall remain in full force and effect. The Parties shall meet and negotiate regarding the provision declared to be invalid and a replacement for it.

## **ARTICLE 19 – TERM OF AGREEMENT**

This Agreement shall be in full force and effect from March 1, 2016, 2016 to and including June 30, 2019, and thereafter shall continue in effect unless notice of a desire to modify or terminate the Agreement is given by either party to the other, in writing and by certified mail, return receipt requested, at least sixty (60) days prior to the expiration of the Agreement; provided, however, that where neither party gives such sixty (60) day notice of modification or termination prior to the expiration of the Agreement, the Agreement shall continue in effect until terminated or modified following notice by either party to the other, in writing and by certified mail, return receipt requested, of a desire to terminate or modify the Agreement, at least sixty (60) days thereafter.

FOR NORTHEASTERN UNIVERSITY:

FOR SERVICE EMPLOYEES  
INTERNATIONAL UNION LOCAL 509  
CtW:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**COMPENSATION CHART – OTHER THAN CPS  
Appendix A**

The following minimum pay rates apply for the Colleges and Schools other than the College of Professional Studies (Bouve College of Health Sciences, College of Arts, Media and Design, College of Engineering, College of Computer and Information Sciences, College of Science, College of Social Sciences and Humanities, D’Amore-McKim School of Business, School of Law).

	July 1, 2016-June 30, 2017	July 1, 2017-June 30, 2018	July 1, 2018-June 30, 2019
Semester Credit Hour	\$1,550	\$1,600	\$1,700

One on One Private Music Lessons:

	July 1, 2016-June 30, 2017	July 1, 2017-June 30, 2018	July 1, 2018-June 30, 2019
	\$587	\$605	\$623

**APPENDIX B**  
**COMPENSATION CHART - CPS**

## **APPENDIX C**

### **NORTHEASTERN FACULTY MEMBER BENEFITS**

**Health Insurance.** The University shall provide Faculty Members who work an average of thirty (30) hours or more per week with health insurance in accordance with the Affordable Care Act (ACA) along with other similarly situated employees. The University will apply a twelve (12) month look back period from November 1 of each year through October 31 of each year and will calculate each Faculty Member's hours of service during such look back period based on the total number of course credit hours taught during an academic term. Specifically, hours of service for Faculty Members will be determined by multiplying the total number of course credits taught in an academic term times three (3). The product shall be the number of hours of service per week that will be credited to a Faculty Member for that academic term. Faculty Members shall be credited with hours of service for any employment break period of at least four weeks at a rate equal to the average weekly rate at which the Faculty Members was credited during the weeks in the look back period that are not part of the employment break period. If a Faculty Member teaches during the summer academic term, such Faculty Member shall be credited with hours of service for the summer academic term at the greater of (a) the average weekly rate at which the Faculty Member was credited during the weeks in the look back period that are not part of the summer academic term or (b) the hours of service provided during the summer academic term as determined by the methodology described above.

The University will contribute 50% toward the premium cost of both the individual and family coverage. Eligible Faculty Members shall be offered the same plans options as other similarly situated faculty and staff at the University.

**Basic Retirement Plan.** All Faculty Members are eligible to participate in the University's basic retirement plan on the same terms and conditions as other part-time employees in accordance with the terms of the basic retirement plan. Generally, Faculty Members are eligible to participate in the plan after completing two years of service in which they complete 1,000 or more hours of service per year. The University provides a contribution of 10% of eligible compensation to eligible Faculty Members who participate in the plan, provided the Faculty Member contributes 5% of eligible compensation.

**Supplemental retirement plan.** All Faculty Members are eligible to participate in the supplemental retirement plan in accordance with the terms of the supplemental retirement plan. Faculty Members are eligible to participate in this plan upon their date of hire at the University. This plan allows Faculty Members to contribute pre-tax income toward their retirement.

**Tuition benefits for Faculty Members, spouses and dependents.** After a Faculty Member has taught for six academic terms, a Faculty Member shall be eligible for a tuition benefit to cover one course per academic term (up to a maximum of four credit hours) in an academic term in which the Faculty Member has been assigned to teach. The Faculty Member's benefit may be transferred to a spouse or domestic partner. In the event a Faculty Member is unable to use the tuition benefit during the academic term in which he or she is teaching, the Faculty Member may use the benefit in the following academic term. The University also provides a scholarship to the dependent children of Faculty Members who are currently employed by the University and have at least ten years of service. The scholarship must be used during an academic term in which the Faculty Member is teaching at the University. The scholarship is one-fourth of the standard tuition charge for full-time students, and up to four credit hours per academic term for part-time students, in programs leading to a degree in any of the University's colleges or graduate schools, up to and including the master's degree.

**Bookstore discounts.** Faculty Members are eligible for discounts on books and other merchandise at the Northeastern bookstore.

**Discounted tickets for Northeastern and Boston area events.** Faculty Members may purchase discounted tickets for Northeastern athletic events as well as local museums, theatre performances and other events in Boston.

**Recreation facility memberships.** Faculty Members may join the Marino Center, Squashbusters and the Cabot Center for \$480 a year. Faculty Members may also purchase access to the Cabot Center on the following basis:

\$30.00 for September 1 through December 31

\$30.00 for January 1 through April 30

\$20.00 for May 1 through August 31

**Parking.** Effective for the period from ratification of this Agreement through August 31, 2016, Faculty Members may purchase parking permits to park on the Boston Campuses (excluding Belvedere) at the rates set forth below.

<b>Part-Time Faculty Rate</b>	
<b>Annual Decal</b>	\$915
<b>Semester</b>	\$535
<b>Summer I 2016</b>	\$265
<b>Summer II 2016</b>	\$265
<b>Part Time Evening</b>	\$225
<b>Sheet of 10 Coupons</b>	\$150
<b>Single Coupon</b>	\$15

Effective September 1, 2016, parking rates are subject to modification each academic year.

**Credit Union.** Faculty Members may join at any time of the year for savings through payroll deduction.

**Library.** Faculty Members have use of the Library and the use of research facilities consistent with University policies and practices.

**Direct Deposit.** All Faculty Members are required to set up direct deposit.

**Union Membership and Check-Off Authorization Forms  
Appendix D**

**Memorandum of Understanding  
Between  
SEIU Local 509 (the “Union”)  
And  
Northeastern University (the “University”)  
Re: CPS Semester Conversion**

This side letter confirms the parties’ understanding regarding those faculty members who, as of ratification, would be entitled to good faith consideration under Article 9 – Course Assignments to a specific CPS quarter-based course that is not converted in whole or in part, to a corresponding CPS semester-based course as part of the conversion of the CPS undergraduate courses to semesters.

The University shall reasonably consider offering to the affected faculty member an available scheduled CPS semester course that the faculty member is qualified to teach.

If an affected faculty member is not offered another course, that affected faculty member shall receive a one-time payment equal to seventy-five percent (75%) of the amount the faculty member would have been paid had he/she taught one section of the course.

The parties agree they will meet during the week of January 18, 2016, or as soon as practicable thereafter, to discuss the implementation of the CPS undergraduate semester conversion.

FOR THE UNION:

FOR THE UNIVERSITY

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

