

**MEMORANDUM OF AGREEMENT
BETWEEN NORTHEASTERN UNIVERSITY AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 509**

It is hereby agreed by and between Northeastern University and the Service Employees International Union, Local 509 (the "Parties") as follows:

The terms of the collective bargaining agreement between the Parties dated July 1, 2016 through June 30, 2019, as extended by mutual agreement, shall be amended as set forth below.

1. **New Article 9, Section 5.5 (Penalty for course cancellation)**. Bargaining unit members who inform the university that they have decided not to teach a course after it has already been accepted by them shall lose good faith consideration in the course. Exceptions shall apply for a medical condition or family emergency that precludes teaching for the term, or other situations approved by the Dean, provided that any denial by the Dean of a request shall not be subject to the grievance procedure. The penalty in this paragraph shall not apply to faculty who accepted a teaching assignment and were subsequently informed that the course will run in a directed study format.

2. **Paid Family Medical Leave (Add to Appendix C)**

Benefit. Effective January 1, 2021, unless otherwise provided by law, faculty will be eligible for paid family and medical leave pursuant to M.G.L. c. 175M (Massachusetts Paid Family Medical Leave law). As an alternative to state benefits for either family or medical leave, or both, the university may offer benefits to faculty pursuant to a private plan, consistent with M.G.L. c. 175M. Benefits made available to faculty under a university private plan shall be consistent with Massachusetts law. The decision to maintain a private plan as described herein shall be solely within the university's discretion.

Employee contributions and private plan. Beginning on July 1, 2021, and at any point thereafter, the university may in its sole discretion deduct from faculty pay up to the maximum portion of employee contributions permitted by the Massachusetts Paid Family Medical Leave law for either family or medical leave, or both. Any such deductions shall be at the same percentage that is applied for all other university employees. If the university decides to pursue a self-funded private leave plan in lieu of any state-mandated benefits, the terms of that plan shall be determined by the university in its sole discretion, but shall provide the same level of coverage as required by M.G.L. c. 175M. The university reserves the right to change any such plan, and reserves the right to cease continuation of the plan at any time, and to revert back to statutorily-mandated benefits consistent with Massachusetts law.

3. **New Article 9, Section 7 (Teaching outside of GFC)**. Faculty may request to extend the one-year period within which they must teach a course in order to maintain GFC to one-year and one academic term in order to allow them to teach a non-GFC course where they

would lose GFC by opting to teach the non-GFC course in lieu of their GFC course. Requests are limited to one per academic year. Decisions are left solely to the university and are not subject to the grievance procedure.

4. New Article 9, Section 8 (Communication Lab)

The parties agree that it is important to foster communication between faculty and administration about course offerings, faculty availability, assignments and courses that become available for faculty to teach after assignments go out at or before the 45-day mark in Article 9, Section 2. In order to help enhance communication with faculty, and to avoid related litigation, the parties agree that administration may communicate with faculty freely about course openings, course availability, faculty availability to teach and course assignments without any possibility of grievance arbitration, or any claim of direct dealing. The Union agrees that no communication(s) with faculty referenced in this paragraph can be the basis for a grievance that may be arbitrated, nor can these communication(s) amend, replace or otherwise be considered to be a term of the collective bargaining agreement, or otherwise confer rights not specifically provided for in the agreement. The Union further agrees that no communication with faculty pursuant to this paragraph about course openings, course availability, faculty availability to teach, and course assignments can be the basis for a claim of direct dealing.

5. Non-Article 9 language proposals

Article 4, Section 6: The University shall place a link to the CBA on the Provost's webpage for faculty to access.

Article 8, Section 1: Article 8, Section 1 shall be amended by adding a new 2nd and 3rd sentence, as follows:

Faculty shall have a printing allowance (applied to the Husky card) of at least \$120 (one hundred and twenty) for each year of the collective bargaining agreement, and provided that the university has not decided to reduce the printing allowance to take into account sustainability goals that promote a reduction of printing or copying. The printing allowance may be used at appropriate machines outside of the faculty member's department, and on campus.

Section 8

Add the following last sentence: For CPS, if the University produces a printed booklet with the names of faculty, this booklet shall include the names of adjunct faculty.

Appendix C: The part-time faculty parking rates in the contract will amended as follows:

Annual Part-Time Day: \$1,324

Annual Part-Time Evening: \$332

Part-Time Semester: \$779

Summer I 2020: \$382

Summer II 2020: \$382

Pack of 10 Coupons: \$210

Single Coupon: \$21

The first sentence shall be deleted and replaced with the following:
"Faculty Members may purchase parking permits to park on the Boston Campuses (excluding Belvedere) at rates identified below for 2019-2020 academic year parking:"

The last sentence shall be modified by deleting "Effective September 1, 2016."

Professional Development

Article 14 is amended to add the following last sentence:

Faculty without good faith consideration who have taught during at least two academic terms over the past three years, and at least once in the past year, and who have not been subject to discipline in the previous three years, are eligible to apply for professional development funds.

6. New Article 9, Section 9 (GFC Transfer).

Notwithstanding the foregoing, a Program (Department) and an individual faculty member may mutually agree to transfer that faculty member's good faith consideration for one or more sections of a course to another course. The faculty member must have GFC at the time of transfer.

The transfer agreement must specify when the transferred GFC will apply and for which academic term, the course in which GFC is being transferred and the GFC originating course. Once GFC is transferred, the faculty member's rights to assignment in the new course shall be the same as any other faculty member who has GFC for the course.

GFC rights for assignment following the first academic term teaching the new course shall be determined for each term thereafter by applying the look-back set forth in Article 9, Section 3, and taking into account the number of times the faculty member taught the originating course (so long as applicable) and the new course. Transferred GFC rights under this paragraph are still subject to loss pursuant to any other terms of the collective bargaining agreement, such as in the case of discipline, cancelation of a contract to teach or any other applicable circumstances.

The transfer agreement must be in writing, signed by the faculty member, the Program or Department Chair, as well as the Dean or his/her designee. Nothing in this paragraph, or in the collective bargaining agreement, shall require the university or the faculty member

to accept a proposed transfer of GFC, and the university's refusal to consider or agree to any proposed transfer shall not be subject to the grievance procedure.

7. Other Article 9 Union proposals

- a. Section 1. The current last sentence shall be amended to add "during the instructional term" after the words "attendance at faculty meetings."

The following new last sentence shall be added to Section 1:

Any communications with faculty about teaching a course prior to the issuance of the assignment offer letter referenced in the first sentence above shall not constitute an offer of assignment, nor shall they be considered to communicate terms relevant to any assignment offer.

Section 2. The following new sentence shall be added to the end of Section 2:

Faculty are encouraged to notify their Course Coordinator, Department Chair, Program Director or other individual in their college who may have responsibility for course assignments of their preferences for courses that they would like to teach in the upcoming academic term. The university may consider faculty preferences in determining initial course assignments and for assignments to teach courses that later open up, at its sole discretion, and with no obligation to incorporate, adopt or otherwise factor preferences into course assignment decisions. Faculty preferences, and any decision by the university to incorporate or not incorporate a faculty preference in an assignment offer, shall not be subject to arbitration.

Section 3.

The first paragraph of Section 3 shall be amended to read:

In order to have good faith consideration for a course assignment, faculty must satisfy the following criteria: 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} the last 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. A first warning (oral or written) shall not constitute disciplinary action that extinguishes good faith consideration or precludes a faculty member from earning good faith consideration.

Handwritten initials: CWF

8. Compensation

Article 12

Delete sections 2 and 3. Renumber Section 4 as "Section 3."

Add a new Section 2, as follows.

Compensation rate increases for faculty shall be as follows:

Appendix A

Effective July 1, 2019, the minimum rates effective on June 30, 2019 shall be increased by 3.5% to establish a new minimum. Faculty who already earn above the June 30, 2019 minimum at a per-credit hour rate of \$1,745 or higher shall instead receive a 2.6%.

Effective September 1, 2020, faculty members shall receive an increase in their per-credit rate of 2.6%.

Effective September 1, 2021, faculty members shall receive an increase in their per-credit rate of 2.6%.

Effective September 1, 2022, faculty members shall receive an increase in their per-credit rate of 2.6%.

Appendix B

Effective July 1, 2019, the rates in Appendix B shall be increased by 3.5% to establish new rates. Faculty who already earn 1.5% or more above the June 30, 2019 rates shall instead receive a 2.6% increase.

Effective September 1, 2020, the rates in Appendix B shall be increased by 2.6%.

Effective September 1, 2021, the rates in Appendix B shall increase by 2.6%.

Effective September 1, 2022, the rates in Appendix B shall increase by 2.6%.

Effective September 1, 2019, CPS pathway faculty who teach courses in a pathway program that transfer as credit to a degree bearing program in another Northeastern college shall be paid the same minimum rate applicable for the day college for the same course, in accordance with Appendix A.

Article 12, Section 4 - Customized Language Instruction

The rate paid for Customized Language Instruction in the College of Social Sciences and Humanities shall be \$250 per student, per credit. This rate shall be

subject to annual increases identified in Appendix A, beginning on September 1, 2020.

Article 12, Section 5 - NUSL Independent Study and Moot Court Rates

The rate paid for an Independent Study, as well as for Moot Court/Legal Competition in the Law School shall be \$250 per student, per credit. This rate shall be subject to annual increases identified in Appendix A, beginning on September 1, 2020, with yearly rates to be listed out in Appendix A.

9. Duration: Article 19 shall be amended by deleting "March 1, 2016" and replacing it with August 28, 2019, and deleting "June 30, 2019" and replacing it with "June 30, 2023."

ACCEPTED AND AGREED

For Northeastern University:

For Service Employees International Union, Local 509



Thomas Nedell
Sr. Vice President of Finance
and Treasurer
Northeastern University

Peter MacKinnon
President
Service Employees International Union, Local 509

Dated: 10/1/19

Dated: 9/22/19