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Collective Bargaining Agreement between Boston University and Service Employees International Union Local 509

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ARTICLE 1 – RECOGNITION

Section 1. Pursuant to the Certification of Representative issued by the National Labor Relations Board in Case No. 1-RC-139754 and 01-RC-147713, Boston University (hereinafter referred to as the “University”) hereby recognizes the Service Employees International Union Local 509, CTW, CLC, hereinafter referred to as the “Union,” as the sole and exclusive collective bargaining representative of all part-time graduate and undergraduate faculty (adjuncts, part-time lecturers, lecturers, part-time instructors, or instructors) employed by Boston University at its Massachusetts campuses to teach at least one credit bearing course (including hybrid and blended courses) in a degree-granting program, and who are compensated on a per course or per hour basis and all part-time lecturers actively employed by Boston University at its Center for English Language & Orientation Program (CELOP) but excluding all tenured or tenure-track faculty; full-time faculty; visiting or contract faculty; School of Medicine faculty (except Division of Graduate Medical Sciences); School of Dental Medicine faculty; deans, provosts, administrators, program coordinators, program directors, department chairs, graduate assistants, graduate students who teach only courses pursuant to a stipend, athletic coaches and faculty who teach only online, courses at non-Massachusetts campuses, non-degree granting courses (with the exception of part-time lecturers actively employed at CELOP), and/or courses as a teaching supervisor; all other employees employed by the University, including all other part-time employees employed in other programs and areas of instruction at Boston University, and including those who teach a class or course and are separately compensated for such teaching; and managers, confidential employees, guards, and supervisors as defined by the Act.

Section 2. When “Part-time Faculty” or “employee” is used in this Agreement it shall refer to members of the bargaining unit as defined in this Article.

ARTICLE 2 – MANAGEMENT RIGHTS

Section 1. Management of the University is vested exclusively in the University. Except as otherwise provided in this Agreement, the Union agrees that the University has the right to establish, plan, direct, and control the University’s mission, programs, objectives, activities, resources, and priorities; to establish and administer procedures, rules, and regulations, and direct and control University operations; to alter, extend, or discontinue existing equipment, facilities, and

location of operations; to determine or modify the number, qualifications, scheduling, responsibilities and assignment of Part-time Faculty Members; to establish, maintain, modify, or enforce standards of performance, conduct, order, and safety; to evaluate, determine the content of evaluations, and determine the processes and criteria by which Part-time Faculty Members' performance is evaluated; to establish and require Part-time Faculty Members to observe University rules and regulations; to discipline or dismiss Part-time Faculty Members; to establish or modify the academic calendars, including holidays and holiday scheduling; to assign work locations; to schedule hours of work; to recruit, hire, or transfer; to determine how and when and by whom instruction is delivered; to determine all matters relating to part-time faculty hiring and retention and student admissions; to introduce new methods of instruction; or to subcontract all or any portion of any operations; and to exercise sole authority on all decisions involving academic matters.

Section 2. Decisions regarding who is taught, what is taught, how it is taught, and who does the teaching involve academic judgment and shall be made at the sole discretion of the University.

Section 3. The above enumeration of management rights is not exhaustive and does not exclude other management rights not specified herein, nor shall the exercise or non-exercise of rights constitute a waiver of any such rights by the University.

Section 4. No action taken by the University with respect to a management or academic right shall be subject to the grievance or arbitration procedure or collateral suit unless the exercise of thereof violates an express written provision of this Agreement.

ARTICLE 3 – UNION SECURITY AND DUES DEDUCTION, FEES, CONTRIBUTIONS AND EXEMPTIONS

Section 1. Current Part-time Faculty Members. All current Part-time Faculty Members shall have the option to join the Union within 4 months from the date of execution of this Agreement or pay an agency fee.

Section 2. Newly Hired Part-time Faculty Members. All Part-time Faculty Members hired after the execution of this Agreement may choose: 1) to become

members of the Union, or 2) to become agency fee payers. New Part-time Faculty Members have 30 days from the date of employment to make their election.

Section 3. Part-time Faculty Members in the following categories may opt in or opt out of joining the Union or make contributions to 501(c)(3) charitable organizations as outlined below in lieu of meeting the agency fee requirements in Section 1 and 2:

- (a) Members of federal, state, or District of Columbia judiciaries;
- (b) Part-time Faculty Members who affirm, through a written statement submitted to the Office of Human Resources (Attention: Labor Relations), 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; or
- (c) Those who teach in the Questrom School of Business.

However, the above categories of Part-time Faculty Members shall make contributions in an amount equal to the agency fee to the following 501(c)(3) charitable organization(s) in lieu of paying the agency fee to the Union:

- a. Partners in Health <http://www.pih.org>
- b. Greater Boston Food Bank <http://www.gbfb.org>
- c. Alzheimer's Association <http://www.alz.org>
- d. Community Servings <http://www.servings.org/index.cfm>

Section 4. The Union may request that a Part-time Faculty Member who fails to join the Union, maintain Union membership, pay an agency fee, or make a charitable contribution in lieu of an agency fee shall be dismissed. If the Union makes such a request, the Employer shall comply. Prior to any dismissal, the Part-time Faculty Member shall be offered an opportunity within thirty (30) calendar days, following the written notification from the Union to the Employer requesting discharge, to pay any required dues, initiation fees, representation fees, or charitable contributions that have not been tendered. If the Part-time Faculty Member fails to pay within that time period, and the Union so verifies, the Part-time Faculty Member's employment will be terminated at the Union's request, provided, however, that no such dismissal shall take effect during a semester in which the Part-time Faculty Member is teaching a course or courses. In such case, dismissal will be at the conclusion of the semester.

Section 5. The University agrees to deduct and remit monthly, from earned wages, voluntary contributions authorized by any employees in the bargaining unit, to the S.E.I.U., Local 509 Committee on Political Education (COPE) fund. Such contributions are not conditions of Union membership, are strictly voluntary, and can be in any amount as determined by the Part-time Faculty Member. Neither are such contributions a condition of employment with the University.

Section 6. Each payday, the University shall deduct from a Part-time Faculty Member's wages a sum of dues and/or fees owed the Union and authorized under the federal labor law, provided the Part-time Faculty Member has furnished the University a written assignment executed in accordance with law. The Union will provide to the University a suitable form for the authorization of this payroll deduction and as to new Part-time Faculty Members, the University will include that form in his/her initial employment packet.

Section 7. The Union shall be ultimately responsible for obtaining executed written assignments from existing Part-time Faculty Members. However, the University shall cooperate with the Union in seeking compliance with this provision by notifying covered Part-time Faculty Members at their time of hire of the existence of this agreement and by providing them with union membership and pay deduction materials supplied by the Union. Materials voluntarily completed by the Part-time Faculty Member and returned to the University shall be promptly remitted to the Union.

Section 8. Payment of Union dues and/or fees may be made via the check-off procedures provided by this Article. It is agreed that the University shall assume no financial or other obligation arising out of the provisions of this Article. The Union hereby agrees that it shall indemnify, defend, and otherwise hold the University harmless against any and all claims, demands, actions, or proceedings by a Part-time Faculty Member arising out of or by reason of action the University takes pursuant to this Article.

Section 9. The Union shall establish and certify in writing or electronically to Human Resources the amount of dues. The payroll deduction authorization form shall also be provided by the Union to the University.

Section 10. On or about the 15th of the month following the deductions, monies so deducted by the University shall be transmitted by mail or electronically to the Union Treasurer or other Union designee for each employee. At the same time as

the University remits all deductions for union dues or representation fees, initiation fees and assessments made from the wages of employees for the preceding month, it will transmit the information listed below for each employee. Such deductions shall continue until the Part-time Faculty Member is no longer a member of the bargaining unit.

Information to be transmitted:

- a. Job classification;
- b. Department;
- c. Rate of pay and earnings that the dues or representation fee deduction is based on;
- d. Month the deduction is based on;
- e. Name and last four digits of University Identification Number (UID);
- f. Initiation fees listed separately; and,
- g. Assessments listed separately.

Section 11. A Part-time Faculty Member's written authorization for deductions pursuant to this article shall be irrevocable for one (1) year from date of first deduction or upon termination of this Agreement, whichever is earlier. Part-time Faculty Members may terminate dues deductions by giving the University written notice fifteen (15) days prior to the effective date of termination of deductions. Following receipt of any check-off revocation, the University shall notify the Union, in writing, of the revocation.

Section 12. The Union may report missing or incorrect deductions as they become known. In the event that a payroll deduction for a faculty member is processed incorrectly, the University will correct the error as soon as practicable after being informed of the error by either the Part-time Faculty Member or the Union.

ARTICLE 4 – UNION RIGHTS

Section 1. Outside representatives of the Union shall have reasonable access to the University's facilities for the transaction of necessary Union business relating to this Agreement so long as normal business and classroom activities are not disrupted or attempted to be disrupted. The Union agrees to comply with all University regulations and policies regarding the use of University facilities, including following proper procedures for reserving meeting rooms.

Section 2. The Union shall have access to meeting space on campus, subject to procedures applicable to campus organizations to conduct business relevant to the administration of this Agreement.

Section 3. By October 15 of each year, the Union shall provide a list of those Part-time Faculty Members who will represent the unit in the adjustment of grievances, in the processing of any disciplinary appeals, and in meetings with a Part-time Faculty Member or University representative, as well as in attending to other matters relating to the administration of this Agreement. Such list will be periodically updated.

Section 4. The University shall provide the Union with prior notice of any scheduled orientations for Part-time Faculty Members including the time, date, and location of the orientation.

Section 5. The Union shall be permitted to post notices pertaining to legitimate and appropriate Union interests on designated University bulletin boards. The Union shall monitor the bulletin boards and shall promptly remove inappropriate or outdated material. The Union agrees that it will not post materials derogatory to the University administration. The University may remove any material it deems inappropriate.

ARTICLE 5 – ACADEMIC FREEDOM

Section 1. Academic freedom is essential to the free search for truth and its free exposition and applies to both teaching and research. Academic freedom with respect to teaching is fundamental, not only to the advancement of truth but for the protection of the rights of the teacher in teaching and of the student to freedom in learning as well. It carries with it duties correlative with rights.

Section 2. Each Part-time Faculty Member is entitled to freedom in the classroom in discussing his or her subject, but should be careful not to introduce subject matter which has no relation to their subject of the course. The intent is not to limit the discussion of controversial material, since the discussion of controversial subjects is at the heart of free academic inquiry, but rather to remain focused on the subject matter of the course.

Section 3. When a Part-time Faculty Member speaks or writes as a citizen, the Part-time Faculty Member should be free from institutional censorship or

discipline, but the Part-time Faculty Member's special position in the University community imposes special obligations. A Part-time Faculty Member should recognize that the public may judge the profession and the institution by their utterances. Hence, the Part-time Faculty Member 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 he or she does not speak for the institution.

ARTICLE 6 – COURSE SYLLABI

Section 1. In the classroom, a Part-time Faculty Member's pedagogy shall be guided by the course description and syllabus, requirements of effective teaching, adherence to academic and professional standards, and encouragement of the spirit of inquiry among students.

Section 2. To the extent a department has particular written expectations on course syllabi, teaching and grading responsibilities, student assignments or other expectations, such written expectations will be made available to the Part-time Faculty Member at the time that the course is assigned.

Section 3. If there is no course syllabus, or if the Part-time Faculty Member believes that the course syllabus should be substantially modified, then the Part-time Faculty Member may develop and modify the syllabus. The Part-time Faculty Member shall provide a copy of the syllabus to be used to the Department Chair or Program Director. Under ordinary circumstances, the Part-time Faculty Member shall provide a copy of the revised syllabus to the Department Chair or Program Director at least one-week prior to the start of the semester. If the Department Chair or Program Director has a reasonable concern that the syllabus is not consistent with the criteria in Section 1 above, he or she will schedule a meeting with the Part-time Faculty Member to discuss such concerns. In any event, revising a course syllabus is considered a regular part of teaching for which there will be no additional compensation (unless no syllabus exists and needs to be created).

ARTICLE 7 – BARGAINING UNIT INFORMATION

Section 1. The University will provide the Union with the following information regarding bargaining unit members each semester as soon as reasonably practicable, but no later than thirty (30) calendar days after the start of the semester or term:

- a. Name, home address, phone number, University email, employee ID number;
- b. Semester first taught at the University;
- c. Length of individual contract;
- d. Part-time Faculty rank;
- e. All courses assigned to the Part-time Faculty Member for the semester, the department from which the courses are offered, and the location and class schedule for the course;
- f. The salary for the course; and,
- g. All courses assigned and subsequently canceled, including the Part-time Faculty Member assigned to the course, the department from which the course was offered, and the reason the course was canceled.

ARTICLE 8 – GRIEVANCE, MEDIATION AND ARBITRATION

Section 1. Grievance

A grievance within the meaning of this Agreement shall be any dispute concerning the interpretation, application, or claimed violation of a specific term or provision of this Agreement. This is the sole and exclusive procedure for the resolution of Part-time Faculty grievances under this Agreement.

Section 2. General Provisions

- a. Any reference to “days” shall mean calendar days, unless otherwise specified.
- b. Failure by the Grievant to comply with the time limitations of Step 1 shall preclude any subsequent filing of the grievance, and the grievance shall be deemed waived by the Part-time Faculty Member and the Union.
- c. All time limits herein may be extended by mutual agreement expressed in writing.

- d. Any grievance filed by the Union on behalf of two or more faculty members may be initiated at Step 2. Additionally, as to any other grievance, the parties may proceed initially at Step 2 if by mutual agreement, in writing.
- e. Failure of the Union to provide copies of the grievance in Step 2 or Step 3 to the Director of Labor Relations in addition to the other designated University representative(s) shall not be grounds to dismiss or not proceed with the grievance.

Section 3. Presentation of Grievance

A Part-time Faculty Member or the Union shall present a grievance within twenty-one (21) calendar days after the grievant became aware of, or reasonably could have known about, the action being contested. The grievance must be reduced to writing and must specify the nature of the grievance, the provision(s) of this Agreement at issue, and the relief requested.

Section 4. Grievance Steps

The following steps shall be followed in the processing of grievances:

Step 1. The Part-time Faculty Member shall discuss the grievance with the immediate supervisor (e.g., Program Director or Department Chair). If the grievance is not satisfactorily adjusted within ten (10) calendar days from the grievance discussion with the supervisor, the Union may appeal the grievance to Step 2 if the Union deems the matter to be meritorious and chooses to proceed further.

Step 2. Grievances filed at the Step 2 level must be filed within fourteen (14) days following the issuance of the Step 1 decision. The Step 2 grievance must be filed with the relevant Dean or Vice President (or the respective authorized designee), and simultaneously filed with the University's Director of Labor Relations (or her/his designee). If the grievance is filed within the time limits, the Dean or Vice President (or authorized designee) shall conduct a Step 2 meeting within fourteen (14) days of the receipt of the written appeal. If the grievance is not resolved at the Step 2 meeting, a written response will be rendered by the University within fourteen (14) days of the Step 2 meeting.

Step 3. Grievances filed at the Step 3 level must be filed within fourteen (14) days following the issuance of the Step 2 decision. The Step 3 grievance must be filed with the University's Associate Provost of Faculty Affairs (or authorized designee) and simultaneously filed with the University's Director of Labor Relations (or her/his designee). If the grievance is appropriately filed within the time limits, the Associate Provost of Faculty Affairs (or authorized designee) shall conduct a Step 3 meeting within fourteen (14) days of the receipt of the written appeal. If the grievance is not resolved at the Step 3 meeting, a written response will be rendered by the University within fourteen (14) days of the Step 3 meeting.

Section 5. University's Right to Grieve at Step 3

The University may present a grievance initially at Step 3 by notice in writing, addressed to the Union at its offices. The Union shall respond within fourteen (14) days.

Section 6. Failure to Appeal/Failure to Respond

Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of the Agreement. Failure on the part of either party to answer a grievance at any step shall not be deemed acquiescence, and the grieving party may proceed to the next step.

Section 7. Mediation

A grievance not satisfactorily resolved at the Step 3 level must be processed by the Union or University through mediation before proceeding to arbitration. The Union must give the Director of Labor Relations (or designee) written notice of its intent to mediate within ten (10) days of the issuance of the Step 3 answer from the Associate Provost of Faculty Affairs (or designee). The parties mutually agree to use the assigned Federal Mediation and Conciliation Service (FMCS) mediator. Once appointed, the mediator and the parties shall mutually agree upon a date for mediation and will make good faith efforts to resolve the grievance. However, in those instances where mediation may not be useful, by mutual agreement the parties may agree to opt out of the mediation process.

Section 8. Arbitration

A grievance not resolved through the mediation process may be appealed to arbitration by either the Union or the University by giving written notice to the University's Director of Labor Relations and the American Arbitration Association within twenty-one (21) days of the final mediation session or fourteen (14) days from the agreement to opt out of mediation. The selection of the Arbitrator shall be from panels submitted in accordance with the rules of the American Arbitration Association.

1. Arbitration will be conducted in accordance with the Rules of the American Arbitration Association.
2. The Arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined in this article, Section 1. The Arbitrator shall have no authority to add to, subtract from, modify, or amend in any way the provisions of this Agreement. The decision of the Arbitrator shall be final and binding upon the Union, the University, and the individual Part-time Faculty Member(s).
3. Each party shall bear the expense of preparing and presenting its own case. The compensation and expenses of the Arbitrator shall be borne equally by the parties.
4. The decision of the Arbitrator shall be final and binding on the parties, although each side retains whatever rights it has under federal law to challenge the decision and award.
5. The Arbitrator shall have no jurisdiction or authority to issue any award changing, modifying, or restricting any action taken by the University with respect to the University's exercise of management or academic rights under this Agreement.

Section 9. If a Faculty Member must miss a class because he/she is required to attend mediation and/or an arbitration hearing, there will be no loss of compensation from the University for that Faculty Member.

ARTICLE 9 – ACCESS TO SERVICES, LOGISTICS AND MISCELLANEOUS

Section 1. Confirmation of Materials and Classroom Technology. Part-time Faculty Members may email their respective Department Chair or Program Director at least two (2) weeks prior to the start of the course to confirm specific material that may be needed for the course. Part-time Faculty Members will have appropriate access to classroom material and technology as needed for the course.

Section 2. Orientation to Logistical Procedures. Part-time Faculty Members will, generally, be oriented into the logistical procedures in their respective departments. Orientation may, for example, include information about Blackboard, myBU, how to prepare materials for class, place book orders, submit grades, and oversee the work of Teaching Fellows. It will be up to each individual School or College to determine how it chooses to orient Part-time Faculty Members.

Section 3. Departmental Handbooks. To the extent any part-time faculty handbooks, guidelines, or procedures exist, they shall be made available to Part-time Faculty Members by the respective School or College prior to the beginning of the semester.

Section 4. Out-of-Pocket Expense Authorization. If supplies, materials, and/or software needed to teach a course are unavailable, the Part-time Faculty Member must obtain authorization from the department or program chair before incurring any out-of-pocket expense. Such authorization shall not be unreasonably withheld. If the Part-time Faculty Member is authorized in advance by the University to purchase supplies, materials, and/or software for a course, he or she will be reimbursed, upon submission of a receipt or other documentation of the expense, following the same process used by other University employees for reimbursement of personal expenses.

Section 5. External Events and Activity Expenses. If an external activity such as attendance at a performance or travel has been authorized in writing and in advance by the department or program chair, the University will reimburse the Part-time Faculty Member for the external activity.

Section 6. Mailboxes. Part-time Faculty Members will be provided, to the extent possible, individual mailboxes in their respective departments in order to receive student papers and other Boston University-related mail.

Section 7. Access to Email and Wi-Fi. Part-time Faculty Members shall have access to email and free Wi-Fi access, and will be provided an online profile on the University website to the extent the respective School or College maintains such profiles for their faculty.

Section 8. Access to Library Services. Part-time Faculty Members shall have access to research databases, online services, and library services as provided by their respective School or Department.

Section 9. Center for Learning and Teaching. As members of the University community, Part-time Faculty Members have access to services offered by the University's Center for Learning and Teaching (CLT). Part-time Faculty Members who elect to attend CLT programs do so on a voluntary basis. CLT will consult with Part-time Faculty Members through the Joint Labor Management Committee regarding alternative scheduling of services to accommodate Part Time Faculty members. Part-time Faculty Members also have the ability to apply for course development grants and similar support that may be offered by the University on a competitive basis to enhance course offerings and teaching skills.

Section 10. Computers, Copiers, and After-Hours Office Access. Part-time Faculty Members shall have access to computers, copiers, and printers for course-related material. In addition, Part-time Faculty Members who teach during the evening or on the weekends will have access to office facilities and services to support their teaching efforts.

Section 11. Part-time Faculty Members shall, if practicable, have the right to reserve classroom space as approved by the respective Part-time Faculty Member's department. Part-time Faculty Members will also, to the extent practicable, have access to office and classroom space (including private space, if necessary and if available) to prepare for class and meet with students.

ARTICLE 10 – COMMUNITY INCLUSION

Section 1. At Management's reasonable discretion, a Part-time Faculty Member shall receive invitations to relevant informational and social events. In addition, Part-time Faculty Members shall also receive emails related to their teaching or other generally distributed information sent by the University to the broader University community.

Section 2. Part-time Faculty Members may, at the discretion of Management, be provided the opportunity to voluntarily attend departmental, college/school, and University meetings.

ARTICLE 11 – PROBATIONARY PERIOD AND APPOINTMENTS

Section 1. Appointment Decisions. The decision to appoint or reappoint a Part-time Faculty Member may be made only by the Provost or an authorized designee of the Provost. Part-time Faculty employment is on an as needed basis; as such there are no guarantees with respect to courses taught, hours worked, or terms or conditions of employment except as otherwise set forth in this Agreement.

Section 2. Probationary Period. All Part-time Faculty Members, regardless of School, College or program (e.g., CELOP or Dance), shall be considered to be in a probationary status during the first four (4) calendar years of employment in which the Part-time Faculty Member has taught at least one (1) course during each calendar year or for the first eight (8) courses taught by the Part-time Faculty Member, whichever occurs first. As such, Part-time Faculty Members who are considered probationary may be discharged with or without cause, and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement. A Part-time Faculty Member's probationary period may be extended by a period not to exceed one (1) calendar year at Management's reasonable discretion. The four (4) calendar years of employment needed for a Part-time Faculty Member to pass the probationary period do not need to be consecutive, so long as there is no more than one (1) calendar year between the courses taught by the Part-time Faculty Member. Breaks in service, for Part-time Faculty Members who have not yet completed the probationary period, of more than one (1) calendar year will re-start the Part-time Faculty Member's probationary period. Such breaks in service will not include approved extended medical leaves or periods in which the University did not offer the Part-time Faculty Member any courses to teach.

Section 3. Current Part-time Faculty Members. Existing Part-time Faculty Members who have worked for more than four (4) calendar years or have already taught eight (8) courses will be evaluated during the first full semester that they teach after the ratification of this Agreement. If a Part-time Faculty Member is not re-appointed due to receiving a poor evaluation, then the affected Part-time Faculty Member may grieve the decision.

Section 4. Types of Appointments: The following types of appointments are normally available for part-time faculty:

- a. **Semester by Semester** – Appointments of Part-time Faculty Members may be made on a semester-by-semester basis as determined by the Provost or the Provost’s authorized designee, but such appointment decisions and determinations are within the reasonable discretion of the University.
- b. **Multiple Semester Appointments** – This section describes appointments of Part-time Faculty Members for more than one contiguous semester (Fall Semester, Spring Semester, and/or Summer Term). Part-time Faculty Members may receive a multi-semester appointment when the hiring unit can reasonably predict that the Part-time Faculty Member will be offered at least one course assignment in two or more contiguous semesters. The basis for this decision includes stable past course enrollments in the courses in question, and past performance of the Part-time Faculty Member in the same or similar courses. Note that the Fall semester is 4 months (September through December), the Spring Semester is 5 months (January through May) and Summer Term includes two sessions: May through June and July through August, for a maximum of 4 months.
- c. **Recurring Appointments** – Appointments of Part-time Faculty Members for one semester (e.g., every Fall or Spring or Summer) for a period of two years or more. Recurring appointments may be offered when the hiring unit anticipates stable enrollments in the course in question, and anticipates that the Part-time Faculty Member will be reassigned to teach the future course in question on the basis of past performance. Part-time Faculty Members will receive pay during the semesters in which they teach.

Section 7. A post-probationary Part-time Faculty Member may be denied reappointment in the following circumstances:

- a. Assignment of a full-time faculty member to teach existing courses taught by part-time faculty members.

- b. If a Part-time Faculty Member teaches a single course, and the University in its reasonable discretion assigns the course to another Part-time Faculty Member better suited to teach the course.
- c. Any changes in General Education requirements or major or minor program offerings or elective courses resulting in a reduced need for Part-time Faculty Members;
- d. Just cause and progressive discipline for poor performance by a Part-time Faculty Member and the Part-time Faculty Member's failure to correct a performance problem, provided that the Part-time Faculty Member has been given a reasonable opportunity to remedy such deficiencies; or,
- e. Discharge or serious misconduct or neglect of duties resulting in termination, suspension or written reprimand in accordance with Article 16.

If a post-probationary Part-time Faculty Member is at risk of not being reappointed due to poor work performance, the University shall inform the Part-time Faculty Member of the specific deficiencies resulting in such concern and the University's reasonable expectations and timeline for remedying such deficiencies. Upon satisfying those expectations in the University's reasonable judgment, the Part-time Faculty Member shall have their rights under this article fully restored to them. Nothing in this Section shall be interpreted as a waiver of the right of the Union to engage in effects bargaining.

ARTICLE 12 – COURSE ASSIGNMENTS

Section 1. Part-time Faculty Members will be informed of courses (which shall include sections of courses) which their respective academic unit anticipates may be available for qualified part-time faculty to teach as soon as practicable but no later than May 1 for the following Fall semester, October 1 for the following Spring semester, and March 1 for the Summer term. This information will include the anticipated schedule for the course, if it is known.

Part-time Faculty Members should inform the department chair or designee of the courses for which she or he would like to be considered, as well as availability with respect to times and days of the week.

Under ordinary circumstances, Part-time Faculty Members will be advised of their actual course assignments in writing and via email as soon as practicable but no later than July 1 for the following Fall semester, November 1 for the following Spring semester, and April 1 for the summer term.

Section 2. A Part-time Faculty Member who is provided notice of course assignment(s) shall notify the University, in writing via email, of the acceptance of the assignment(s) within two (2) weeks of receiving notice of assignment. In the event the Part-time Faculty Member either declines the course assignment or fails to provide written notification to the University of acceptance of the course assignment, the University may offer the course assignment to another employee.

Information concerning newly available courses that are not assigned will be emailed to Part-time Faculty Members and posted on the University's Human Resources website. Part-time Faculty Members who teach the same or similar courses may, in the University's reasonable discretion, be given preferred status with respect to a newly available course.

Section 3. The University shall give good faith consideration to the assignment of a course to a Part-time Faculty Member who is past the probationary period if the Part-time Faculty Member has taught the same or similar course whether in the classroom or in a hybrid format. Except in unforeseen circumstances, good faith consideration shall be denied only in the following circumstances:

- a. Elimination, suspension, downsizing, or expansion 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 Part-time Faculty Member;
- b. Creation of a full-time position that absorbs existing courses taught by a Part-time Faculty Member.
- c. Cancellation of a course or section or for programmatic reasons, as determined by the University in its reasonable discretion.
- d. Elimination, decrease, or substantial modification of courses due to changes in curriculum or program offerings.

- e. Poor performance by the Part-time Faculty Member as described in Article 13 (Performance Evaluations).
- f. Discharge, serious misconduct, neglect of duties, or conduct by the Part-time 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 reputation of the University or the Part-time Faculty Member's ability to teach or be a member of the University community.
- g. Availability of an individual who, in the University's reasonable discretion, is more qualified to teach the specific course taught by the impacted Part-time Faculty Member.
- h. Serious violations of University policies and procedures of which the Part-time Faculty Member has received notice.

Section 4. Department Chairs or designees shall meet, upon request, with a Part-time Faculty Member to discuss the Part-time Faculty Member's qualification to teach courses other than those already being taught.

Section 5. When a Part-time Faculty Member is the primary developer of a new course, the Part-time Faculty Member will be given the right of first refusal to teach the course the first time it is offered.

Section 6. In cases where a post-probationary Part-time Faculty Member's course assignment or section is cancelled, the University will make reasonable efforts to offer another course assignment or section to the impacted Part-time Faculty Member for which he/she is available and qualified to teach. If the course is cancelled within one (1) month of the scheduled start date and no alternative course has been assigned, the impacted Part-time Faculty Member will receive thirty percent (30%) compensation of the cancelled course rate. If the course is cancelled after it is offered and accepted but more than one (1) month before the scheduled start date and no alternative course has been assigned, the impacted Part-time Faculty Member will receive twenty percent (20%) of the cancelled course rate.

If a probationary Part-time Faculty Member's assigned course is cancelled, the department shall notify the Part-time Faculty Member of the cancellation immediately. In the case of course cancellation, the Part-time Faculty Member may be offered an alternative course that has not been assigned and that the Part-time

Faculty Member is qualified to teach, if available. Probationary Part-time Faculty Member shall be paid a cancellation fee of fifteen percent (15%) of the course rate if the course is cancelled in full fewer than seven (7) days from the beginning of the course and an alternate course is not available and assigned.

ARTICLE 13 – PERFORMANCE EVALUATIONS

Section 1. All evaluations shall be in conformity with department, School and University standards, practices, and criteria. The Department Chair shall meet with Part-time Faculty Members to discuss the department’s policy regarding this Article prior to implementing any changes to current policy. All evaluation criteria for the individual schools and colleges must be made available to Part-time Faculty Members prior to the start of the semester in which they are being evaluated.

Section 2. Regular Performance Evaluations. The Department Chairs, Program Directors, and Vice Presidents have overall responsibility for the regular evaluation of Part-time Faculty Members. This may include, but not be limited to, the following:

- a. Reviewing all student evaluations, syllabi, and applicable course materials, examining assessment methods, and observing teaching to evaluate teaching effectiveness. The Chair, Program Director, or Vice President or their designee may also take into consideration any student complaints and commendations, both written and oral, about a Part-time Faculty Member’s performance.
- b. Student Evaluations: Every Part-time Faculty Member shall be evaluated by students in each class each semester, using University-approved course evaluation processes and forms. Departments may use different course evaluation forms, provided they have been approved by the respective Dean of the School or College. At the end of each semester, the Department Chair, Program Director, or Vice President will review the course evaluations and shall provide feedback to the Part-time Faculty Member if there is evidence of unsatisfactory teaching performance.
- c. In order to assess teaching effectiveness, the Department Chair, Program Director, Vice President, or designee may also visit the classes of any Part-time Faculty Member under his/her supervision at any time and as he/she deems appropriate based on reasonable concerns of teaching performance or

at the request of the Part-time Faculty Member. Normally, this will be done no more than once a semester. Whether or not visits are scheduled by mutual agreement will be at the discretion of each School or College. Generally, the date and time of the classroom observation shall be decided in advance by mutual agreement between the Department Chair, Program Director, Vice President or designee doing the observation and the Part-time Faculty Member. Under normal circumstances, the Part-time Faculty Member will be notified one week in advance of a classroom visit, and a classroom visit will be done no more than once during a course. The Chair, Program Director, Vice President or designee, shall write a summary of any classroom visit and shall meet with the Part-time Faculty Member in order to provide a copy of the written summary and review his/her observations. The Part-time Faculty Member is free to add his/her own comments about the observation summary. Such summary by the Chair, Program Director, Vice President or designee, as well as any comments by the Part-time Faculty Member, shall become part of his or her personnel file. The Part-time Faculty Member may request an additional classroom observation by a different faculty member chosen by the Department; such request shall not be unreasonably denied.

Section 3. Student evaluations shall not be used as the exclusive basis to deny, reduce, or subsequently cancel an appointment.

ARTICLE 14 – ADVANCEMENT OPPORTUNITIES OF PART-TIME FACULTY

Section 1. Part-time Faculty Members shall be notified of open non-tenure track salaried positions and other opportunities that may exist at the University. The University, consistent with its Management Rights, shall have the right to determine whether a Part-time Faculty Member meets the minimum qualifications for any employment opportunity at the University.

Section 2. Qualified Part-time Faculty Members who apply for a non-tenure track faculty position, like any other qualified individual, will be given good faith consideration, and may be offered an interview during the hiring process in order to discuss their level of interest and qualifications. Such interviews will be at the discretion of the Dean or her designee or the hiring committee.

ARTICLE 15 – DISCIPLINE AND DISCHARGE

Section 1. The University reserves the right to discipline Part-time Faculty Members for reasons of just cause. Discipline may include verbal warnings, written warnings, unpaid suspensions, or discharge. A Part-time Faculty Member will not be disciplined, suspended without pay, or discharged without just cause.

Section 2. The University, in its sole discretion, may, in addition to issuing disciplinary action, attempt reasonable remedial measures with which the Part-time Faculty Member must comply. Such remedial measures may include a requirement to work with the Office of Faculty and Staff Assistance or other measures as deemed appropriate by the University or its Office of Faculty and Staff Assistance.

Section 3. Discipline for purposes of this Article shall not include performance reviews. However, violations of University policies by employees, including Part-time Faculty Members, may subject them to disciplinary action up to and including termination of employment.

Section 4. At the discretion of the University, a Part-time Faculty Member may be placed on administrative leave to permit the University to investigate potential or alleged misconduct that may result in discipline or to prevent potential harm by the continued presence of the Part-time Faculty Member. Whether the administrative leave is paid or unpaid will be at the discretion of the University. Being placed on paid administrative leave is not considered a form of discipline.

Section 5. Each appointment ceases at the end of the designated appointment period. The expiration of an appointment or the University's failure to offer reappointment shall not be considered as disciplinary or corrective action or subject to the just cause standard.

ARTICLE 16 – BENEFITS

Section 1. Health Plan.

The University will provide the same health plan options to all eligible members of the bargaining unit with the same plan design (network, benefits, deductibles, etc.) as are offered to the University's other faculty and staff, subject to the University's right to amend the plan.

Section 2. Retirement.

Employees in the bargaining unit are eligible to participate in the Boston University Retirement Plan on the same basis as the University's other faculty and staff. Employee eligibility and benefit levels are based on the provisions outlined in the summary plan description of the Boston University Retirement Plan, subject to the University's right to amend the plan.

Section 3. Additional Benefits for Part-time Faculty.

Additional information about benefits and various discounts for Part-time Faculty Members can be found at the following link:

http://www.bu.edu/hr/documents/BN_Employee_Perks_PT.pdf

Section 4. Leave of Absence.

Part-time Faculty Members, if eligible, are entitled to various applicable federal and state leave benefits (e.g., FMLA, Massachusetts Earned Sick Leave, Massachusetts Domestic Violence Leave).

ARTICLE 17 – WAGES

Section 1. Minimum Rates. The University will maintain minimum per credit/per course rates for all courses taught by Part-time Faculty Members. Probationary and post-probationary Part-time Faculty Members will have different minimum rates.

Section 2. Currently Above Minimum. Compensation rates for Part-time Faculty Members that are currently above the minimum rate will continue to be paid above the minimum rate. Salaries will not be adjusted downward due to newly negotiated minimum pay rates for particular Schools or Colleges. This includes courses in which the credits offered are reduced during the term of this Agreement.

Section 3. Autonomy and Discretion in Schools and Colleges. Schools and Colleges will continue to retain autonomy and flexibility with respect to establishing compensation rates for part-time faculty. Specifically, they will be able to offer per credit and/or course rates that are higher than the minimum, but they will not be able to offer rates that are below the minimum.

Section 4. Minimum Rates

- a. The per credit minimum rates for probationary and post-probationary Part-time Faculty Members in each identified School or College effective at the start of the Fall Semester each year:

| | 2016 | 2017 | 2018 |
|--|-------------|-------------|-------------|
| Probationary Minimums (MET and SED) | \$1,325.00 | \$1,325.00 | \$1,325.00 |
| Probationary Minimums (all other Schools/Colleges) | \$1,550.00 | \$1,550.00 | \$1,550.00 |
| Post-Probationary | \$1,700.00 | \$1,800.00 | \$2,100.00 |

- b. When an individual completes the probationary period, the post-probationary pay schedule applies.

Section 5. Salary Increases

- a. As of the Fall of 2016, all Part-time Faculty Members will be raised to their respective minimums (based on whether the Part-time Faculty Member is probationary or post-probationary) or receive an across-the-board increase of 2.5% in their current per credit or course rate, whichever is higher.
- b. As of the Fall of 2017 and 2018, all Part-time Faculty Members will be raised to their respective minimums (based on whether the Part-time Faculty Member is probationary or post-probationary) or receive an across-the-board increase of 2% in their current per credit or course rate, whichever is higher.

Section 6. CELOP

As of the Fall of 2016, part-time faculty in CELOP shall receive across-the-board increases in their hourly rates of 3%. In Fall 2017 and 2018, they shall receive 2.5% increases each year.

CELOP Additional Pay

- a. **Greeting, advising and testing students:** \$42 per hour for most tasks.
- b. **Fixed rate tasks:** \$100 for first day of testing and \$175 for second day of testing; proctors receive \$165 for TOEFL (Test of English as a Foreign Language) test and \$230 for TOEFL supervisor; \$37 per hour for lab assistant work; and \$65 per hour for substitute teaching.

Section 7. Applied Music

As of the Fall of 2016, Part-time Faculty Members in Applied Music shall receive across the board increases in their hourly rates of 2.5%. In Fall 2017 and 2018, they shall receive 2% increases.

Section 8. Additional Payments for Part-time Faculty Beyond Teaching

- a. **SED:** \$850 per student (supervision of student teachers); \$1,500 – pre-practicum supervision (½ load or 6 students), \$3,000 (full load or 12 students), and \$100 for service as a guest lecturer beyond regular teaching. Amounts are paid out over the semester.
- b. **SSW Faculty Advising:**
 - i. **Advise Charles River Campus Students from September through May:** pay rate is \$500 per student per semester if Part-time Faculty Member has taught or advised at the University for up to 5 years. Pay rate is \$600 per student if Part-time Faculty Member has taught or advised at the University for 6 or more years. Monitor field placements and meet with students 1 to 2 times per semester.
 - ii. **Off-Campus Programs (Bedford, Fall River, and Cape Cod):** pay rate of \$350 per student if students are in the field, and \$100 per student if students are at the off-campus program locations (i.e., Bedford, Fall River, or Cape Cod) rather than in the field.
- c. **Development and Design of a New Course:** Part-time Faculty Members shall be paid additional compensation for the development

and design of a new course (or substantial revision of an existing course) as determined and approved by the Dean of the School or College or her designee. The amount of additional compensation will be determined and negotiated with the Department or Program Chair (or designee) of the respective School or College.

ARTICLE 18 – PROFESSIONAL DEVELOPMENT FUND

Section 1. Professional Development Fund. The University shall create a Part-time Faculty Professional Development Fund. The amount of \$25,000 shall be designated for the fund each academic year. Any funds remaining from the prior academic year will roll over to the next academic year, but in no event shall the fund have more than \$50,000 in any given academic year.

Section 2. Application for Funds. Part-time Faculty Members who have completed their probationary period may apply for professional development funding through the University's Center for Teaching and Learning. Part-time Faculty Members may not receive more than one (1) allotment each academic year from the Professional Development Fund.

Section 3. Support of Teaching. Professional development funds shall be used exclusively to support attendance at an academic conference or other relevant professional development activity related to teaching at Boston University.

ARTICLE 19 – JOINT LABOR-MANAGEMENT COMMITTEE

There may be a Joint Labor-Management Committee with up to six (6) members on each side that may meet up to two (2) times each semester and once in the summer between Commencement and Matriculation, to discuss matters of general interest to Part-time Faculty Members and/or the University. These meetings shall not be used for negotiations or to discuss pending grievances. The parties will endeavor to schedule meetings within thirty (30) days of either party sending written notice to the other of its intent to meet. Designated representatives of the Union and the University will suggest agenda items at least two (2) weeks prior to each meeting.

ARTICLE 20 – PERSONNEL RECORDS

Section 1. The University will maintain personnel records for Part-time Faculty Members. A Part-time Faculty Member may review his/her respective personnel record by appointment with the Human Resources Office. A Part-time Faculty Member will also, upon written request, be given a copy of her or his personnel record.

Section 2. If disciplinary action is reduced to writing by a supervisor, the written discipline shall be signed, dated, and placed in the Part-time Faculty Member's personnel record and a copy shall be provided to the Part-time Faculty Member. The Part-time Faculty Member must sign the disciplinary notice to acknowledge receipt, but such signature shall not be construed as agreement or disagreement with the contents. The Part-time Faculty Member has the right to comment on any materials in his/her personnel file which he/she believes to be inaccurate or incomplete, and such comment shall become a part of that file for as long as the file is maintained. It is understood that the presence of such comments in the file does not imply agreement with the comments on the part of the University.

Section 3. With the permission of the Part-time Faculty Member, a Union representative may be present for the review of the Part-time Faculty Member's personnel record.

Section 4. Neither the Part-time Faculty Member nor the Union representative may remove any documents or items from the file.

ARTICLE 21 – HEALTH AND SAFETY

Section 1. In compliance with the University's health and safety policies and procedures, the University shall make reasonable attempts to maintain a safe working environment for all employees, including providing training related to health and safety policies and procedures.

Section 2. All employees, including Part-time Faculty Members, will comply with all applicable University health and safety policies and procedures, including, but not limited to, the University's Environmental Health and Safety Policies and Procedures, Occupational Health Services Policies and Procedures, Workplace Violence Prevention Policy, Protection of Minors Policy, and Sexual Misconduct/Title IX Policy.

ARTICLE 22 – PAYDAY

Section 1. Part-time Faculty Members shall be paid on a timely basis, in accordance with the University's normal business operations, provided the Part-time Faculty Member has submitted to the University, in a timely fashion, all documentation or information necessary for the processing of said payment.

Section 2. Part-time Faculty Members shall receive an itemized pay stub, in paper or electronic form, at the University's discretion. The precise payday shall be the same day set for others in the University who are similarly situated.

Section 3. The University pays employees through Direct Deposit. Part-time Faculty Members are required to provide their bank information in order for pay to be electronically deposited.

ARTICLE 23 – NO STRIKE/NO LOCK-OUT

Section 1. During the term of this Agreement, or any extension thereof, the Union, its representatives, agents, and members will not cause, assist, encourage, participate in, condone, ratify, or sanction any strike, work stoppage, sit-down, slow-down, curtailment of work, withholding or delaying any grades, academic evaluations or other documents as a form of concerted activity (as defined under the National Labor Relations Act), or any other interference with or stoppage of work by Part-time Faculty Members.

Section 2. Any Part-time Faculty Member engaging in any conduct prohibited by this Article is subject to immediate disciplinary action, including discharge.

Section 3. In the event that any Part-time Faculty Member violates the provisions of Section 1 above, the Union shall immediately use every reasonable means at its disposal to induce Part-time Faculty Members who engage in such action to cease and desist such action and return to full, normal, and timely work, including the distribution to Part-time Faculty Members and the University, within twenty-four (24) hours of notice of a violation of this Article, a formal notice, signed by an officer of the Union, that the work stoppage or other violation is not authorized by the Union and is to be terminated immediately.

Section 4. During the term of this Agreement, or any extension thereof, the University agrees that it shall not lock out any of the Part-time Faculty Members covered by this Agreement.

ARTICLE 24 – CONFORMITY TO LAW, SEPARABILITY

It is the intention of the parties that the sections, paragraphs, sentences, clauses, and phrases of this Agreement are subject to applicable federal, state and local law, and are separable. If any provision of this Agreement shall be found to be invalid because of conflict with any applicable federal, state or local law, such invalidity shall not affect any of the remaining parts of this Agreement. In such an event, the remainder of this Agreement shall continue to be binding upon the parties to it, and, upon thirty (30) days' written notice from either side, the parties may agree to re-negotiate any provision that has been invalidated.

ARTICLE 25 – DURATION

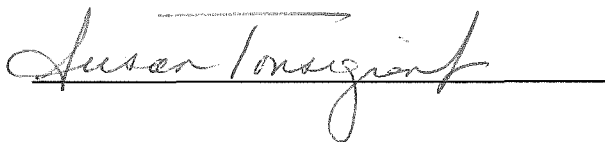
This Agreement shall be in full force and effect from the date of ratification to August 1, 2019. It shall continue from year to year thereafter unless written notice to terminate this Agreement is served by either party upon the other by certified mail, return receipt, and such notice is received no later than ninety (90) calendar days prior to the expiration date in which event this Agreement shall terminate at midnight of August 1, 2019, unless renewed or extended by mutual written agreement signed by the parties.

If notice of termination is given as provided for, negotiations for a new Agreement shall begin within thirty (30) calendar days of the receipt of such notice.

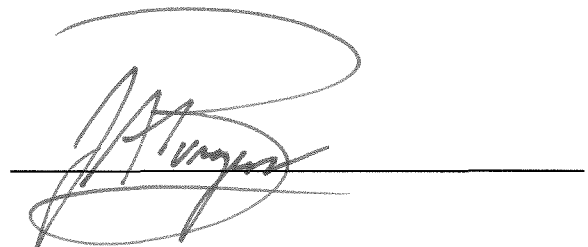
Agreement reached Thursday, April 28, 2016.

FOR SERVICE EMPLOYEES
INTERNATIONAL UNION,
LOCAL 509, CTW

BOSTON UNIVERSITY



A handwritten signature in cursive script, appearing to read "Susan Lanzetta", positioned above a horizontal line.



A handwritten signature in cursive script, appearing to read "J. H. Anger", positioned above a horizontal line.

Janet Bailey

Julith Landell

Richard Brown

Don Erik

Dan Hunter

Carolyn Brownawell

Ben Emerson

David Kociemba

Laurie LaPorte

Gabriel Langfur

Dev Luthra

David Lyons

James McCartney

Tinker Ready

Susan Vik