

2017 – 2021

AGREEMENT

Trustees of  
Boston University



and

Salaried Lecturers and Instructors,  
Service Employees International Union  
Local 509, CTW, CLC



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## **Article 1 - Recognition and Bargaining Unit Description**

**Section 1.** Pursuant to the Certification of Representative issued by the National Labor Relations Board in Case No. 01-RC-171016, 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 non-tenured or non-tenure-track lecturers, senior lecturers, master lecturers, and instructors who are salaried (whether full-time, part-time, or half-time), and who teach at least one credit-bearing course on the Charles River Campus of Boston University, including the Metropolitan College Prison Program, but excluding all professors (including full, associates, assistants and professors of the practice); faculty compensated solely on a per course basis; School of Medicine faculty; School of Dental Medicine faculty; Questrom School of Business faculty; School of Law faculty; College of Engineering faculty; Sargent College faculty; deans; provosts; administrators; department chairs; associate chairs; post-docs; graduate assistants; graduate students; athletic coaches; lecturers, senior lecturers, master lecturers, or instructors who teach only courses at campuses other than Charles River (excluding the Metropolitan College Prison Program) or non-degree granting courses (including the Center for Professional Education); director of the Writing Program; director of the Health Communication Program; chair of the Mechanical Engineering Course Review Committee and chair of the Undergraduate Lab Safety Committee; manager of the Global Hospitality Education Consortium; director/coordinator of the College of Communication Adjunct Writing Program; all faculty who teach exclusively in on-line programs; all faculty who serve on University Council (but only during their period of service on the Council); all other employees; and managers, confidential employees, guards and supervisors as defined by the Act.

**Section 2.** When Salaried Lecturer(s) and/or Instructor(s) 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 Salaried Lecturers and Instructors; 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 Salaried Lecturer and Instructor performance is evaluated; to establish and require Salaried Lecturers and Instructors to observe University rules and regulations; to discipline or dismiss Salaried Lecturers and Instructors; 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 Salaried Lecturer and Instructor 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.** In many units Salaried Lecturers and Instructors contribute to decisions about pedagogy, however 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 thereof violates an express written provision of this Agreement.

### **Article 3 - Union Security and Dues Deduction, Fees, Contributions and Exemptions**

**Section 1.** All current Salaried Lecturers and Instructors shall have the option to join the Union within 60 days from the date of ratification of this Agreement. Current Salaried Lecturers and Instructors also have the option of becoming non-member agency fee payers or charitable contributors.

**Section 2.** Salaried Lecturers and Instructors hired after the execution of this Agreement may choose: 1) to become members of the Union, or 2) to become agency fee payers, or 3) to make charitable contributions to a charity listed in Section 3 in lieu of dues or fees. Newly hired Salaried Lecturers have 45 days from the date of employment to make their election.

**Section 3.** Salaried Lecturers and Instructors in the following categories may elect to contribute to a 501(c)(3) charitable organization as outlined below in lieu of paying Union dues or meeting the agency fee requirements in Section 1 and 2:

- a. Members of federal, state, or District of Columbia judiciaries;
- b. Salaried Lecturers and Instructors 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.

Salaried Lecturers included in Section 3(a) and 3(b) 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:

- i. Partners in Health <http://www.pih.org>
- ii. Greater Boston Food Bank <http://www.gbfb.org>
- iii. Alzheimer's Association <http://www.alz.org>
- iv. Community Servings <http://www.servings.org/index.cfm>

**Section 4.** The Union may request that a Salaried Lecturer or Instructor 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 Salaried Lecturer or Instructor 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, fees, or charitable contributions that have not been tendered. If the Salaried Lecturer or Instructor fails to pay within that time period, and the Union so verifies, the Salaried Lecturer's or Instructor'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 Salaried Lecturer or Instructor 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 Salaried Lecturer or Instructor. Neither are such contributions a condition of employment with the University.

**Section 6.** Each payday, the University shall deduct from a Salaried Lecturer's or Instructor's wages a sum of dues and/or fees owed the Union and authorized under the federal labor law, provided the Salaried Lecturer or Instructor 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 newly hired Salaried Lecturers or Instructors, the Union will be responsible for furnishing the forms to the employee.

**Section 7.** The Union shall be ultimately responsible for obtaining executed written assignments from existing Salaried Lecturers or Instructors. The University will notify covered Salaried Lecturers at their time of hire of the existence of this agreement. The Union will be responsible for providing new Salaried Lecturers or Instructors with union membership and pay deduction materials, which must also contain information about Salaried Lecturers' or Instructors' non-membership agency fee payer rights and right to become a charitable contributor.

**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 Salaried Lecturer or Instructor 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 15<sup>th</sup> 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. The University will make a reasonable effort to transmit this information to the Union in a machine readable format. Such deductions shall continue until the Salaried Lecturer or Instructor 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. Amount of dues, fees, assessments, or charitable contributions.

**Section 11.** A Salaried Lecturer's or Instructor'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. Salaried Lecturers or Instructors 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 Salaried Lecturer or Instructor is processed incorrectly, the University will correct the error as soon as practicable after being informed of the error by either the employee 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 Faculty Members who will represent the unit in the adjustment of grievances, in the processing of any disciplinary appeals, and in meetings with a 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 will notify the Union of new faculty orientations for Salaried Lecturers and Instructors at the same time that new Salaried Lecturers and Instructors are invited by the University.

**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 or to the University administration. The University may remove any material it deems inappropriate.

### **Article 5 - Academic Freedom**

**Section 1.** Academic freedom is essential in institutions of higher education if they are to make their proper contribution to the common good. The common good depends upon the free search for truth and its free exposition. It is that which justifies academic freedom, not the interest of the individual faculty member or even the interest of a particular university.

**Section 2.** Academic freedom is the freedom to engage in research, scholarship, or other creative work in order to expand knowledge, to publish research findings, to teach and to learn in an atmosphere of unfettered free inquiry and exposition.

**Section 3.** The rights of the faculty member and the student to academic freedom, however, carry with them duties and responsibilities. The faculty member is entitled to full freedom to engage in research, scholarship, and creative work and to publish or produce the results, subject to responsible performance of these and other academic duties. The faculty member is likewise entitled to freedom in teaching and discussing the subject matter. Yet, as in research, the concomitant of this freedom must be a commitment to accuracy and integrity. Controversy is a normal aspect of free academic inquiry and teaching, and it is proper to incorporate both the knowledge and the beliefs of the faculty member into that which is taught; however, the freedom to teach must be joined by a constant effort to distinguish between knowledge and belief.

**Section 4.** The University faculty member is a citizen, a member of a learned profession, and an officer of an educational institution. When the faculty member speaks or writes as a citizen, he or she should be free from institutional censorship or discipline, but the faculty member's special position in the community imposes special obligations. As a person of learning and an educator, he or she should remember that the public may judge the profession and institution by his or her utterances. Hence the faculty member should be at all times accurate, should exercise appropriate

restraint, should show respect for the opinions of others, and should make every effort to indicate that he or she is not speaking for the institution.

### **Article 6 - Bargaining Unit Information**

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. Appointment start and end dates;
- d. Salary;
- e. Faculty rank;
- f. Department;
- g. School or College.

### **Article 7 - Grievance, Mediation and Arbitration**

**Section 1.** 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 Salaried Lecturer or Instructor 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 Salaried Lecturer or Instructor and the Union.
- c. All time limits herein may be extended by mutual agreement expressed in writing.
- d. Failure by the University at any step to communicate its response within the specified time limits shall permit the grievant to proceed to the next step.
- e. A grievance filed on behalf of two or more Salaried Lecturers and Instructors may only be filed at Step 2 at least 6 months after the ratification of this initial Agreement. The reason for the 6 month period is to allow time for the operational implementation of this contract. Such a grievance must include specific documentation of actual aggrieved individuals (i.e., names, specific alleged harm, etc.). Additionally, as to any other grievance, the parties may proceed initially at Step 2 if by mutual agreement, in writing. This provision in no way stops the timeline for the filing of grievances. Class action grievances will be held in abeyance if filed within the first six (6) months of this initial contract.



**Section 3.** A Salaried Lecturer or Instructor 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 put in writing and must specify the nature of the grievance, the provision(s) of this Agreement at issue, and the relief requested.

**Section 4.** The following steps shall be followed in the processing of grievances:

**Step 1.** The Salaried Lecturer or Instructor 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 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 authorized 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.** 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 6.** 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 7.** 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.

- a. Arbitration will be conducted in accordance with the Rules of the American Arbitration Association.
- b. 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 Salaried Lecturer(s) or Instructor(s).
- c. 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.
- d. 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.

**Section 8.** If a Salaried Lecturer or Instructor must miss class because he/she is required to attend an arbitration, there will be no loss of compensation from the University for that Salaried Lecturer or Instructor.

### **Article 8 - Access to Services and Support**

**Section 1.** New Salaried Lecturers and Instructors will be invited to new faculty orientations, where they can be introduced to the procedures necessary to do their job.

**Section 2.** Any written college, school, departmental or program mission statements, faculty handbooks, guidelines, or procedures, to the extent they exist, shall be made available to Salaried Lecturers and Instructors before the beginning of the semester, with updates as available.

**Section 3.** If the Salaried Lecturer or Instructor is authorized in advance by the University to purchase supplies, materials, and/or software for a course, they will be promptly reimbursed, upon submission of a receipt or other documentation of the expense.

**Section 4.** All proposed course-related field trips must be approved in advance by the relevant academic unit supervisor, and if approved, Salaried Lecturers and Instructors must abide by applicable guidelines and policies relating to such field trips. If a Salaried Lecturer or Instructor receives written authorization to cover the costs of the approved field trip or similar expenses, they will be promptly reimbursed, upon submission of a receipt or other documentation of the expense.

**Section 5.** Salaried Lecturers and Instructors will generally be provided computers and related equipment.

**Section 6.** Salaried Lecturers and Instructors will generally be provided with individual mailboxes in each department to receive student papers and campus and other mail.

**Section 7.** Salaried Lecturers and Instructors will generally have access to email, free Wi-Fi and all necessary online systems at the University for the term of their appointments, and will not lose such access between semesters.

**Section 8.** Salaried Lecturers and Instructors will generally have access to office space to prepare for class, meet with, and advise students, including private space when necessary.

**Section 9.** Salaried Lecturers and Instructors shall have full access to library services for the term of their appointments, and will not lose such access between semesters.

**Section 10.** Salaried Lecturers and Instructors shall have full access to the Center for Teaching and Learning activities.

### **Article 9 – Appointments and Reappointments**

**Section 1.** The decision to appoint or reappoint a Salaried Lecturer or Instructor may be made only by the Provost or an authorized designee of the Provost (e.g., Dean of a particular School or College). Such appointment, reappointment, or non- reappointment decisions shall not be subject to the grievance and arbitration provision, except as set forth in Sections 4 and 5 of this Article. Salaried Lecturers and Instructors will generally receive initial appointments and reappointments as follows:

<b>Title</b>	<b>Initial Appointment (years)</b>	<b>Reappointment (years)</b>
Instructor in CGS (ABD)	1	1
Clinical Instructor	1 to 2*	2-3
Instructor outside CGS	1 to 2*	2-3
Lecturer	1 to 2*	2-3
Senior Lecturer	2-3	3-5

Master Lecturer	5-7	5-10
*For positions filled as a result of a national search, the initial appointment will generally be for two years.		

**Section 2.** When the University needs to cover a sabbatical or leave of absence, the initial appointment may be for one (1) year.

**Section 3.** If the Dean offers a shorter reappointment period than that listed in Section 1, then the Salaried Lecturer or Instructor will subsequently be eligible for reappointment according to Section 1.

**Section 4.** A Salaried Lecturer or Instructor with at least two (2) years of service who is given a shorter reappointment than that listed in Section 1 due to performance-related reasons or who is not reappointed due to performance-related reasons may grieve such a decision using the procedure outlined in the University's Faculty Handbook. A Salaried Lecturer or Instructor with fewer than two (2) years of service who is given a shorter reappointment than that listed in Section 1 due to performance-related reasons or who is not reappointed due to performance-related reasons may grieve such a decision up to Step 3 of the grievance procedure of this Agreement under the standard of whether the University acted arbitrarily and capriciously. Salaried Lecturers and Instructors who have worked for the University for eight (8) or more years shall be able to dispute and challenge their non-reappointment in a mutually agreed upon (i.e., by the Union and the Provost or the Provost's specified designee) dispute resolution forum under the standard of whether such non-reappointment was reasonable.

**Section 5.** Other than listed above in Section 4, non-reappointments are not grievable. Examples of other reasons for non-reappointments could include but are not limited to:

- a. Elimination or downsizing of a department or program or a reduction in the number of courses or sections offered regardless of reasons;
- b. The hiring of a faculty member that has the effect of reducing the need for a full-time Salaried Lecturer or Instructor's services.

The University will provide evidence, upon the Union's request, of any of the above factors. The Union may request effects bargaining for Salaried Lecturers and Instructors not reappointed under this section.

**Section 6.** Opportunities for Rehire in the Event of Non-Reappointment under Section 5

- a. At the request of affected employees, Salaried Lecturers and Instructors not reappointed under Section 5 shall be placed on the appropriate academic unit Rehire Priority List for a period of three (3) years.
- b. When a vacancy occurs in the former academic unit in which a Salaried Lecturer or Instructor is qualified to teach, the affected Salaried Lecturer or Instructor on the priority list shall be given priority consideration for the position should they choose

to apply. A Salaried Lecturer or Instructor who applies and is not rehired shall be given a written explanation of the decision.

- c. The name of any Salaried Lecturer or Instructor refusing a rehire offer shall be removed from the Priority List, and said Salaried Lecturer or Instructor will no longer be considered eligible for rehire from the Priority List. It is the responsibility of those Salaried Lecturers and Instructors desiring to be rehired to furnish the University with the appropriate contact information. Upon rehire, Salaried Lecturers and Instructors shall retain all benefits accrued up to the date of non-reappointment in accordance with University policy.

**Section 7.** Salaried Lecturers and Instructors shall receive written notice of reappointment or non-reappointment in accordance with the following schedule:

- a. Not later than March 1 of the first academic year of service, if the appointment expires on June 30; or, if a one-year appointment terminates during an academic year, at least three (3) months in advance of its termination.
- b. Not later than December 15 of the second academic year of service, if the appointment expires on June 30; or, if an initial two-year appointment terminates during an academic year, at least six (6) months in advance of its termination.
- c. Not later than the June 30 preceding the final year of an appointment after two (2) or more years at the institution.

**Section 8.** Any bargaining unit member who is terminated for misconduct or for failing to abide by a department, School, College or broader University policy or procedure may grieve the termination under the Grievance and Arbitration provision of this agreement under the standard of just cause.

## **Article 10 – Performance Evaluations**

**Section 1.** Performance evaluations for Salaried Lecturers and Instructors shall be in conformity with the standards, practices and criteria for each School or College, and will generally be performed on an annual basis.

**Section 2.** The performance evaluation process will be clearly defined and transparent for Salaried Lectures and Instructors in each School and College by fall 2018, at which point the evaluation process used in each School and College will be published on the respective website. Any changes to the process will require a notification to the Salaried Lecturers and Instructors at least one (1) semester in advance.

**Section 3.** Performance evaluations may be used by the University in determining performance increases, appointment, reappointment and non-reappointment of Salaried Lecturers and Instructors.

**Section 4.** The Department Chairs and Program Directors generally have overall responsibility for the evaluation of Salaried Lecturers and Instructors. This may include, but need not be limited to, consideration of the following:

- a. Student evaluations (including student comments)
- b. Faculty Annual Reports (FARS)
- c. External Activity Reports (EARS)
- d. Teaching observations

**Section 5. Joint Labor-Management Committee (JLMC) Discussion of Performance Evaluations.** The Union, in accordance with the Joint Labor-Management provision of this Agreement, may bring matters of general interest (including performance evaluations for teaching) before the Joint Labor-Management Committee (JLMC), and present ideas and share information on best practices.

## **Article 11 – Promotions**

**Section 1. Promotion from Lecturer to Senior Lecturer.** Salaried Lecturers may apply and be considered by a particular School or College for promotion to Senior Lecturer after five (5) years of teaching at Boston University as a Salaried Lecturer in which a sustained level of teaching excellence has been demonstrated in the classroom. There may be additional relevant promotional criteria set forth by a particular School or College that may govern promotions.

**Section 2. Promotion from Senior Lecturer to Master Lecturer.** Salaried Senior Lecturers may apply and be considered by a particular School or College for promotion to the Master Lecturer level after five (5) years of teaching at Boston University as a Senior Lecturer in which a sustained level of teaching excellence has been demonstrated in the classroom. There may be additional relevant promotional criteria set forth by a particular School or College that may govern promotions.

**Section 3. Promotional Determinations.** Promotional determinations are within the sole purview of the University. In the event of a decision not to promote, the University will provide an explanation in writing for the decision. The Dean of each respective School or College and/or their respective designees will set forth defined and transparent guidelines and promotional criteria for Salaried Lecturers by Fall 2018. Promotional policies and practices vary from school to school and from department to department and are subject to approval by the University Provost or the Provost's designee. The University will share this information with the Salaried Lecturers as soon as it is finalized, and will subsequently share this information with all newly hired Salaried Lecturers. This information will be placed on the School or College website where information for faculty is customarily posted.

**Section 4. Joint Labor-Management Committees – Discussion of Promotional Policies and Practices.** The Union, in accordance with the Joint Labor-Management provision of this Agreement, may bring matters (including University promotional policies and practices) before the Joint Labor-Management Committee (JLMC). The JLMC may form subcommittees to discuss

matters of mutual interest. The subcommittees will promote a respectful interchange of ideas. However, the JLMC and its subcommittees shall not negotiate nor discuss grievances, nor infringe on the University's Management Rights under this Agreement.

### **Article 12 - Workload and Responsibilities**

**Section 1.** Salaried Lecturers and Instructors are members of the University's faculty, and as such have a wide range of responsibilities. The University continues to have the right to set the workload and responsibilities for all faculty, including faculty who are members of the bargaining unit, as set forth in Article 2, the Management Rights provision of this Agreement.

**Section 2.** In addition to the primary responsibility of teaching, Salaried Lecturers and Instructors may also have service; and research, creative, or professional responsibilities. The specific expectations with respect to the distribution of teaching, service, and research, creative, or professional work may vary across academic units.

**Section 3.** Each academic unit shall make its workload expectations available to all Salaried Lecturers and Instructors as of Fall 2018. Academic units that do not currently have written workload expectations shall develop workload expectations as required by this provision.

**Section 4.** By May 1<sup>st</sup> of each academic year, Salaried Lecturers and Instructors will discuss their proposed workload allocations for the following academic year with their academic unit heads.

### **Article 13 - Salaries and Adjustments**

**Section 1. Minimum Salaries.** Salaried Lecturers and Instructors who are working full-time at Boston University shall have the following minimum base salaries:

Level	January 2018 Minimums	September 2019 Minimums	September 2020 Minimums
Lecturer/ Instructor/ Clinical Instructor	\$60,000	\$62,000	\$64,000
Senior Lecturer	\$68,000	\$70,000	\$72,000
Master Lecturer	\$74,000	\$76,000	\$78,000

Individuals who currently receive salaries above the minimums will not have their salaries reduced as a result of the new minimum base salaries. In addition, individuals who are already above the minimums will receive the automatic annual wage adjustment.

**Section 2. Average 3% merit adjustment.** The average adjustment for the bargaining unit will be 3% at the end of September 2017. This is a one-time, non-negotiable, non-grievable adjustment.

**Section 3. Automatic Annual Wage Adjustment.** Salaried Lecturers and Instructors will receive an automatic 2.5% wage increase or be raised to the new minimum, whichever is greater, in January 2018, Fall of 2019, and Fall of 2020.

**Section 4. Distinguished Service Recognition Pool.** A pool of \$100,000 shall be established for Fall 2018 for the purpose of recognizing faculty who have demonstrated outstanding, reciprocal commitment to the Boston University community. A joint committee comprised of 3 bargaining unit members and 3 persons designated by the Provost shall make recommendations to the Associate Provost for Faculty Affairs for distribution of funds to members of the bargaining unit. Once approved, the funds shall be added to employees' base pay at the same time that faculty generally receive increases. The final decisions about who shall receive such increases shall be made by the Provost and shall not be grievable. Funds remaining in the pool can be rolled over into the next Academic Year, but in any event the funds will not be greater than \$100,000.

**Section 5. Excellence in Teaching Merit Pay.** The University will establish an Excellence in Teaching Fund in the amount of \$90,000 for the Fall of 2018, 2019, and 2020, from which the Provost or her designees (i.e., Deans of Schools and Colleges) may choose to distribute to represented Salaried Lecturers and Instructors additional compensation for excellence in teaching above the automatic annual contractual wage adjustment up to an additional 1%. Decisions with respect to additional compensation for excellence in teaching cannot be grieved. The Excellence in Teaching merit pay will be added to the faculty member's base pay at the same time that faculty generally receive increases.

**Section 6. Pro Rata Service.** Individuals shall be paid a pro rata salary based on their percentage of work and appointment duration as defined by their respective School or College.

**Section 7. Promotions.** Upon promotion from Lecturer to Senior Lecturer, a Salaried Lecturer shall receive a 10% increase or have their salary raised to the new minimum, whichever is greater. Upon promotion from Senior Lecturer to Master Lecturer, a Salaried Lecturer shall receive a 7% increase or have their salary raised to the new minimum, whichever is greater.

**Section 8. Additional Pay and Stipends.** Salaried Lecturers and Instructors are eligible to continue to receive additional payments and stipends as determined by a School or College for performing work that is considered above and beyond their normal responsibilities.

**Section 9. Summer Rate.** Salaried Lecturers and Instructors who teach during Summer Term shall receive 10% of their base salary for each four (4) credit course (up to a limit of two courses) or a minimum summer term rate as determined by the University, whichever is greater.



## **Article 14 – 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 as are offered to the University's other faculty, non-represented and represented staff, subject to the University's right to amend the plan, so long as such amendments are applied equally to the members of the bargaining unit and to the University's other faculty and non-represented staff.

**Section 2. Retirement.** Employees in the bargaining unit are eligible to participate in Boston University's Retirement Plan on the same basis as the University's other faculty, non-represented and represented 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, so long as such amendments are applied equally to the members of the bargaining unit and to the University's other faculty and non-represented staff.

**Section 3. Additional Benefits Information.** Salaried Lecturers and Instructors shall receive all of the benefits for which they are eligible as set forth in the following link: [http://www.bu.edu/hr/documents/benefits\\_handbook.pdf](http://www.bu.edu/hr/documents/benefits_handbook.pdf), as well as all other benefits for which they are eligible.

## **Article 15 - Professional Development Leave**

**Section 1.** All bargaining unit members continue to be eligible to apply for paid or unpaid leave in accordance with the Faculty Handbook.

**Section 2.** In the College of Arts and Sciences, the University will endeavor to provide at least two (2) paid professional leaves of one (1) semester duration per year based on the merit of the application and plan for the leave. Written approval by the Dean of the College of Arts and Sciences will be required.

**Section 3.** In Schools or Colleges where professional development leaves are currently being provided, the Schools or Colleges shall continue the status quo.

**Section 4.** Professional Development Leave decisions by the University are not subject to the grievance and arbitration provision of this Agreement.

## **Article 16 – Professional Development Fund and Supplemental Funding**

**Section 1.** The University shall create a \$50,000 Professional Development Fund to which a Salaried Lecturer (including Senior or Master Lecturers) or Instructor may apply for up to \$1,000 per academic year for professional development funding for opportunities or resources related to

teaching at Boston University. The Fund will be established as soon as practicable, but no later than Fall 2018, and will be replenished at the beginning of each academic year. Application for funding may be made through the University's Center for Teaching and Learning.

**Section 2.** Senior and Master Lecturers may apply to the Center for Teaching and Learning for a supplemental amount of up to \$650 per year. Salaried Lecturers may apply to the Center for Teaching and Learning for a supplemental amount of up to \$500 per year. In no event will the Professional Development Fund allotment of \$50,000 as set forth above in Section 1, be increased (other than through the annual replenishment at the beginning of each academic year).

**Section 3.** The Professional Development Fund and funding through the Center for Teaching and Learning is in addition to any professional development funding that currently exists in various Schools and Colleges or departments.

**Section 4.** Lecturers, Senior and Master Lecturers may not receive more than one allotment from the Professional Development Fund and one supplemental amount as outlined in Section 2, per academic year.

**Section 5.** Denial of a request or application for professional development funds shall not be grieved under this Agreement.

**Section 6.** Faculty can request additional funding if there is money left over at the end of the year.

### **Article 17 – Joint Labor-Management Committee**

There shall 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 Salaried Lecturers and Instructors and/or the University. These meetings shall not be used for negotiations nor to discuss pending grievances, and may be cancelled by mutual agreement. The parties will 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 18 - Discipline and Discharge**

**Section 1.** Discipline may include verbal warnings, written warnings, unpaid suspensions or discharge. A Salaried Lecturer or Instructor will not be disciplined, suspended without pay nor discharged without just cause.

**Section 2.** The University, in addition to issuing disciplinary action, may also include with such discipline reasonable remedial measures, when appropriate, with which the Salaried Lecturer or Instructor must comply, provided the remedial measures are rehabilitative rather than punitive.

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.

**Section 4.** At the discretion of the University, a Salaried Lecturer or Instructor 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 Salaried Lecturer or Instructor. Whether the administrative leave is paid or unpaid will be at the discretion of the University. Being placed on administrative leave is not itself a disciplinary action.

**Section 5.** A Salaried Lecturer or Instructor may request that a Union representative be present at any investigatory meeting that the Faculty Member reasonably believes may lead to discipline and/or at a meeting where discipline is to be administered. Such requests shall not be unreasonably denied.

**Section 6.** Each appointment ceases at the end of the designated appointment period for a Salaried Lecturer or Instructor. 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 19 - No Strike / No Lockout**

**Section 1.** During the term of this Agreement, or any extension thereof, the Union, its representatives, agents, Salaried Lecturers, Instructors or other union 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); nor cause or be a part of any other interference with or stoppage of work by Salaried Lecturers or Instructors.

**Section 2.** Any Salaried Lecturer or Instructor engaging in any conduct prohibited by this Article is subject to immediate disciplinary action, including discharge.

**Section 3.** In the event that any Salaried Lecturer or Instructor violates the provisions of Section 1 above, the Union shall immediately use every means at its disposal to induce Salaried Lecturers or Instructors who engage in such action to cease and desist such action and return to full, normal, and timely work, including the distribution to Salaried Lecturers and Instructors and other union members, 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 Salaried Lecturers and Instructors covered by this Agreement.

## **Article 20 - 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. There is online training available to all employees, including members of this bargaining unit. Training can be found on Boston University's Environmental Health and Safety website at: [//www.bu.edu/orc/initiatives/culture-of-safety/training/](http://www.bu.edu/orc/initiatives/culture-of-safety/training/).

**Section 2.** All employees, including Salaried Lecturers and Instructors, 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, Minors on Campus Policy, Equal Opportunity/Affirmative Action Policy and Sexual Misconduct / Title IX Policy.

## **Article 21 - Payday**

**Section 1.** Salaried Lecturers and Instructors shall be paid on a timely basis, in accordance with the University's normal business operations, for the teaching and other compensable duties performed, provided the Salaried Lecturer or Instructor has submitted to the University, in a timely fashion, all documentation or information necessary for the processing of said payment.

**Section 2.** Salaried Lecturers and Instructors 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. Salaried Lecturers and Instructors are required to provide their bank information in order for pay to be electronically deposited.

## **Article 22 - 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 23 - Duration of Agreement**

This Agreement shall be in full force and effect from the date of ratification to June 30, 2021. 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 June 30, 2021.

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.

In recognition hereof, the undersigned as the duly authorized legal representatives of the University and the Union have affixed their signatures on \_\_\_\_, 2017.

Trustees of Boston University

Salaried Lecturers and Instructors,  
Service Employees International Union  
Local 509, CTW, CLC

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