

2021 – 2025

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, and all Postdoctoral Associates teaching at Kilachand Honors College located at 91 Bay State Road (hereinafter referred to as “KHC Associates”), 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 issue corrective action 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 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. 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. Representatives of the Union will have the opportunity to speak to new Salaried Lecturers and Instructors at a time mutually agreed upon by the Union and the University before, during, or after each 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 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, they should be free from institutional censorship or corrective action, but the faculty member's special position in the community imposes special obligations. As a person of learning and an educator, they should remember that the public may judge the profession and institution by their 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 they are not speaking for the institution.

Article 6 – 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. Appointment start and end dates;
- d. Assignment duration;
- e. All courses assigned to the bargaining unit member for the semester, the department from which the courses are offered, and the location and class schedule for the course;
- f. A copy of their current appointment letter;
- g. Any stipends received;
- h. Salary;
- i. Faculty rank;
- j. Department;
- k. School or College.

Section 2. The University will provide the Union with the following information regarding new hires each semester as soon as reasonably practicable, but no later than thirty (30) calendar days from date of hire:

- a. Name;
- b. Department;
- c. School or College.

Section 3. The University will provide the Union with the following information regarding Salaried Lecturers and/or Instructors who have left the bargaining unit since the previous term or semester:

- a. Name, University email, employee ID number;
- b. Current employment status with the University.

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 business days, unless otherwise specified. All time limits herein are suspended on University holidays and during Intersession.
- 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 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 grievance.

Section 3. A Salaried Lecturer or Instructor or the Union shall present a grievance within twenty (20) business 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) business 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 ten (10) business 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 Senior Director of Labor Relations (or their designee). If the grievance is filed within the time limits, the Dean (or authorized designee) shall conduct a Step 2 meeting within ten (10) business 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 ten (10) business days of the Step 2 meeting.

Step 3. Grievances filed at the Step 3 level must be filed within ten (10) business 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

Senior 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 ten (10) business 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 ten (10) business 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 Senior Director of Labor Relations (or designee) written notice of its intent to mediate within ten (10 business 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 Senior Director of Labor Relations (or their designee) and the American Arbitration Association within twenty (20) business days of the final mediation session or ten (10) business 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 they are 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. Except for KHC Associates, 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. KHC Associates will be invited to orientation for new postdoctoral employees as well as an orientation specific to their responsibilities in Kilachand.

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 as long as the Salaried Lecturer or Instructor has a current appointment, and is not on an administrative suspension. Salaried Lecturers and Instructors will retain access to library services upon retirement.

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

Section 11. Salaried Lecturers and Instructors will be notified in advance of changes to parking that will permanently reduce or relocate handicapped accessible parking spaces. The Union, in accordance with the law, may request effects bargaining concerning the impact of these changes on any affected Salaried Lecturers and Instructors.

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, 5, and 8 of this Article. Salaried Lecturers and Instructors will generally receive initial appointments and reappointments as follows:

Title	Initial Appointment (years)	Reappointment (years)
KHC Associates	3	N/A
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 (2) years, except in the case wherein a Lecturer or Instructor may be initially appointed for one (1) year or more to fill in for long term absences or leaves of absence or other special circumstances. A temporary appointment shall not be longer than two (2) consecutive years absent an exceptional circumstance, in which case the Union will receive advance notice and an opportunity to discuss. A temporary appointment that does extend past the two (2) year mark will generally result in a reappointment based on the above reappointment schedule.		

Section 2. The University may offer shorter reappointments than listed in Section 1 only for the following reasons:

- a. Documented performance-related reasons;
- b. Failure to follow University rules and/or policies and procedures;
- c. The elimination or downsizing of a department or program or a reduction in the number of courses or sections offered regardless of reasons;

- d. The hiring of a professorial rank faculty member that has the effect of reducing the need for a full-time Salaried Lecturer or Instructor's services;
- e. At the written request of the Salaried Lecturer or Instructor.

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. The Dean will provide the written rationale for any shorter reappointment period along with the letter of reappointment.

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. In cases where a Salaried Lecturer or Instructor is not reappointed, the Dean will provide the written rationale for non-reappointment along with the notice of non-reappointment. Non-reappointments for the following reasons are not grievable:

- 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 professorial rank faculty member that has the effect of reducing the need for a full-time Salaried Lecturer or Instructor's services.

Other reasons for non-reappointments could include but are not limited to the aforementioned provision. 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. In cases where a reduction in the number of sections or courses offered and/or the hiring of a professorial rank faculty member or other changes to the curriculum has reduced but not eliminated the need for a full-time Salaried Lecturer or Instructor's services, the affected Salaried Lecturer or Instructor may request to work a reduced schedule in lieu of non-reappointment, if feasible. Such request will be considered by the University and may not be unreasonably denied. However, appointment decisions remain wholly the right of the University.

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 (2)-year appointment terminates during an academic year, at least six (6) months in advance of its termination.
- c. Not later than 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.

Section 9. The University will not convert Salaried Lecturer or Instructor positions to Part-Time Faculty Member (paid per course) positions except in cases where a) the need for the Salaried Lecturer or Instructor's services has been reduced and/or b) no alternative or supplemental assignment can be found for the affected Salaried Lecturer or Instructor. This Section does not prevent individual bargaining unit members from voluntarily shifting to Part-Time Faculty Member status. This section does not preclude the University from returning to part-time faculty status a former Part-Time Faculty Member who received a temporary appointment as defined in Section 1.

Section 10. KHC Associates will generally receive a three (3)-year appointment, subject to the terms of this Agreement and successful performance of duties, and are not eligible for reappointment. No other provisions of this Article apply to KHC Associates.

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 Lecturers 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. If a School or College does performance evaluations, the evaluation should be reduced to writing and shared with the Salaried Lecturer or Instructor. Any performance evaluation which is not reduced to writing and shared with the Salaried Lecturer or Instructor may not be used by the University in determining non-reappointment.

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.

Section 6. KHC Associates will have a performance evaluation process. This Article is otherwise inapplicable to KHC Associates.

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. This time period may be shortened at the discretion of the Dean or their designee. 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. This time period may be shortened at the discretion of the Dean or their designee. 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.

Section 5. KHC Associates. This Article is inapplicable to KHC Associates.

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. In letters of appointment and reappointment, each academic unit will make its course load expectations available to all Salaried Lecturers and Instructors. Specifically, the base

academic year course load will be outlined in the initial appointment letter and subsequent reappointment letters (beginning with letters sent in AY 22/23) and will not change for the duration of that appointment period. Academic units that do not currently have written course load expectations shall develop course load expectations as required by this provision no later than Fall 2023. If the standard course load outlined in the appointment letter is exceeded, the Dean (or their designee) will provide additional compensation as called for under Article 13, Section 8 (i.e. “additional payments and stipends as determined by a School or College for performing work that is considered above and beyond their normal responsibilities”) or reduce other expectations.

Section 4. Salaried Lecturers and Instructors may teach more than a full course load (as defined by their particular School or College) for additional compensation, but shall not be required to teach more than a full course load. Any Salaried Lecturer or Instructor who chooses to decline additional courses beyond their full course load (or other work in excess of the academic unit’s written workload expectations) shall not be negatively impacted for doing so.

Section 5. During the course of the academic year, Salaried Lecturers and Instructors will discuss their proposed workload allocations for the following academic year with their academic unit heads. KHC Associates shall have the opportunity to discuss course assignments with the program before the start of each academic year.

Section 6. Academic units that do not currently have written workload expectations shall develop workload expectations as required by this provision by no later than Fall 2023. At the request of the Salaried Lecturers or Instructors in a given academic unit, a Joint Labor-Management meeting may be held between the Salaried Lecturers or Instructors and their academic unit head to clarify any workload expectations specific to that academic unit.

Section 7. Nothing in this provision prohibits Salaried Lecturers and Instructors and/ or the union from submitting matters about workload and responsibilities to the Joint Labor-Management Committee.

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	July 2021 Minimums	July 2022 Minimums	July 2023 Minimums	July 2024 Minimums
Lecturer/ Instructor/ Clinical Instructor	\$66,000	\$68,000	\$70,000	\$72,000
Senior Lecturer	\$74,000	\$76,000	\$78,000	\$80,000
Master Lecturer	\$80,000	\$82,000	\$84,000	\$86,000
KHC Associate				0-2 years of University experience: \$67,500 More than 2 years of University experience: \$70,000

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. The University will continue to retain full autonomy and flexibility with respect to establishing compensation rates for Salaried Lecturers and Instructors. Specifically, the University may, at its discretion, offer salaries and other compensation that may be higher than the minimums, but they will not be able to offer rates that are below the minimum.

Section 3. Automatic Annual Wage Adjustment. Salaried Lecturers and Instructors will receive an automatic adjustment of 3.75% in the first year of this Agreement or be raised to the new minimum, whichever is greater. Salaried Lecturers and Instructors will receive an automatic 2.5% increase or be raised to the new minimums, whichever is greater, in years two and three of this Agreement, and a 2.75% increase or be raised to the new minimum, whichever is greater, in year four of the contract.

Section 4. Distinguished Service Recognition Pool. A pool of \$100,000 shall be established for Fall 2022 for the purpose of recognizing faculty who have demonstrated outstanding,

reciprocal commitment to the Boston University community. A joint committee comprised of three (3) bargaining unit members and three (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. This Section is inapplicable to KHC Associates.

Section 5. Excellence in Teaching Merit Pay. The University will establish an Excellence in Teaching Fund in the amount of \$100,000 for the Fall of 2022, and 2023, and 2024 from which the Provost or their 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%. The University will expend all funding allocated under this provision. Decisions with respect to additional compensation for excellence in teaching cannot be grieved. The Excellence in Teaching merit pay in the future will be added to the faculty member's base pay at the same time that faculty generally receive increases. If a Salaried Lecturer's or Instructor's base pay is such that they would receive an increase to the new minimum rather than a percentage increase in a given year, the Salaried Lecturer or Instructor will receive the increase to the new minimum and any Excellence in Teaching merit pay received since 2022. The Union agrees not to grieve any issues related to this provision, and understands that the University will make best efforts to administer awards under this provision as soon as practicable to ensure fairness and equity to the recipient of the Excellence In Teaching Merit Pay award.

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. This Section is inapplicable to KHC Associates.

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, a minimum per credit rate of \$2,100, (up to a limit of three courses) or a minimum summer term rate as determined by the University, whichever is greater. This Section is inapplicable to KHC Associates.

Section 10. Overbase in Teaching Minimum Rate. Beginning in the Fall 2022 semester, the minimum compensation rate for a course taught in excess of a full-time teaching load is \$2,100 per credit hour.

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, 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.

Section 5. This Article is inapplicable to KHC Associates.

Article 16 – Professional Development Fund and Supplemental Funding

Section 1. The University shall create a seventy-five-thousand dollars (\$75,000) Professional Development Fund to which a Salaried Lecturer (including Senior or Master Lecturers) or Instructor may apply for up to one-thousand-two-hundred dollars (\$1,200) per fiscal year for

professional development funding for opportunities or resources related to teaching at Boston University. The Fund will be replenished at the beginning of each fiscal year. Application for funding may be made through the University's Center for Teaching and Learning. Any funds remaining from the prior fiscal year will roll over to the next fiscal year, but in no event shall the fund have more than one-hundred-thousand dollars (\$100,000) in any given fiscal year.

Section 2. Supplemental Technological Equipment Support Fund. The University shall maintain during the course of this contract a Supplemental Technological Support Fund in the amount of fifty-thousand dollars (\$50,000). Application for funding may be made through the University's Center for Teaching and Learning (not until at least six (6) months after the ratification of this Agreement). Bargaining unit members may make application to this particular fund once every three years for the purchase of supplemental technological equipment (i.e., laptops, monitors, and other types of required hardware). This particular fund will be replenished at the beginning of each fiscal year, and any remaining funding shall roll over from year to year. All purchased equipment remains the property of Boston University, and equipment must be procured through Boston University or its preferred vendors. This supplemental funding in no way impacts the regular technological support from Schools and Colleges.

Section 3. Funding under this Article is in addition to any professional development funding and technological support and funding that currently exists in various Schools and Colleges or departments.

Section 4. Bargaining unit members may not receive more than one allotment from the Professional Development Fund and one supplemental amount as outlined in Section 2, per fiscal year.

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

Section 6. Notwithstanding Section 4 above, bargaining unit members may request additional funding if there is money remaining in excess of what may be rolled over one (1) month prior to the end of the fiscal year.

Section 7. This Article is inapplicable to KHC Associates.

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 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. Additional Labor-Management meetings, including meetings specific to individual Schools or Colleges, may be scheduled as needed by mutual agreement. 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 – Corrective Action and Discharge

Section 1. Corrective action may include verbal warnings, written warnings, unpaid suspensions or discharge. A Salaried Lecturer or Instructor will not receive corrective action without just cause.

Section 2. The University, in addition to issuing corrective action, may also include 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. Corrective action 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 corrective action 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 form of corrective 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 corrective action and/or at a meeting where corrective action 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 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 corrective 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: <https://www.bu.edu/researchsupport/safety/culture-of-safety-responsibility/>.

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 – Personnel Records

Section 1. Without conceding the University’s Management Rights or any of the University’s rights pursuant to the Massachusetts Personnel Records law’s exemption of faculty under the statute, the University hereby agrees that it will begin maintaining personnel records for Salaried Lecturers and Instructors no later than the beginning of the Fall 2023 semester.

As of Fall 2023, members of the bargaining unit will be able to review their respective personnel file and also, upon written request, be given a copy of their record.¹

Section 2. Personnel records for Salaried Lecturers and Instructors shall consist of the following:

- Letters of appointment / non-reappointment
- Performance evaluations
- Corrective action notices

Section 3. If corrective action is reduced to writing by a supervisor, the written corrective action shall be signed, dated, and placed in the Salaried Lecturer or Instructor’s personnel record and a copy shall be provided simultaneously to the Salaried Lecturer or Instructor. The Salaried Lecturer or Instructor must sign the corrective action notice to acknowledge receipt, but such signature shall not be construed as agreement or disagreement with the contents. The Salaried Lecturer or Instructor has the right to comment on any materials in their personnel file which they believe 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 4. With the permission of the Salaried Lecturer or Instructor, a Union representative may be present for the review of the Salaried Lecturer or Instructor’s personnel record. Neither the Salaried Lecturer or Instructor nor the Union representative may remove any documents or items from the file.

Section 5. This particular Article (Personnel Records) shall not be subject to the grievance and arbitration provision of this Agreement for one (1) year after the beginning of the Fall 2023 semester to allow time for the operational implementation of this Article.

Article 23 - 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

¹ *Details of the administration of this particular provision will be distributed to the Schools and Colleges, the Union and members of the bargaining unit once the framework has been established by the University.*

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 24 – No Discrimination

There shall be no discrimination by either the University or the Union in connection with an employee's race, color, religious creed, sex, national or ethnic origin, genetic information, ancestry, marital status, parental status, veteran status, disability, gender identity, sexual orientation, or age. Nothing contained herein shall prevent the employer from complying with the requirements of the Americans with Disabilities Act and Boston University's Equal Opportunity/Affirmative Action Policy (<https://www.bu.edu/eoo/policies-procedures/equal-opportunity/>).

Article 25 – Duration of Agreement

This Agreement shall be in full force and effect from the date of ratification to June 30, 2025. 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, 2025.

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 March 15, 2022.

The Trustees of Boston University

Judi Burgess

Judi Burgess
Senior Director of Labor Relations
(Lead Negotiator)

DocuSigned by:
Gary Nicksa

Gary Nicksa
Senior Vice President, Chief Financial Officer,
and Treasurer

Maureen A. O'Rourke

Maureen O'Rourke
Associate Provost for Faculty Affairs

Amanda Bailey

Amanda Bailey
Vice President for Human Resources

Thomas A. Pagliarulo

Thomas Pagliarulo
Senior Manager of Employee and Labor Relations

Ruth S.D. Hartman

Ruth Hartman
Labor Relations Representative

Ginny Gregory

Ginny Gregory
Director, Faculty Data Shared Services Center

Steve Marois

Steve Marois
Director of Faculty Actions

Laura Wipf

Laura Wipf
Faculty Actions Director

Joseph Bizup

Joseph Bizup
Associate Dean for Undergraduate Academic
Programs and Policies

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

Rachel McCleery

Rachel McCleery
Internal Organizer, SEIU Local 509

Peter MacKinnon

Peter MacKinnon
President, SEIU Local 509

Diane Allenberg

Diane Allenberg
Senior Lecturer, CAS Writing Program

James Baldwin

James Baldwin
Senior Lecturer, CAS Earth & Environment

Gavin Benke

Gavin Benke
Senior Lecturer, CAS Writing Program

Seth Blumenthal

Seth Blumenthal
Senior Lecturer, CAS Writing Program

Jessica Bozek

Jessica Bozek
Senior Lecturer, CAS Writing Program

Richard Cresta

Richard Cresta
Lecturer, SSW

Alison Carberry Gottlieb

Alison Carberry Gottlieb
Master Lecturer, CAS Romance Studies

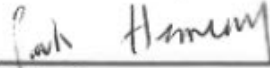
Maria Datel

Maria Datel
Senior Lecturer, CAS Romance Studies

*Salaried Lecturers and Instructors, Service
Employees International Union Local 509,
CTW, CLC (cont.)*



John Hall
Master Lecturer, COM Film & Television



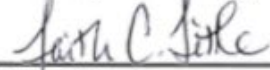
Paula Hennessey
Senior Lecturer, CAS Romance Studies



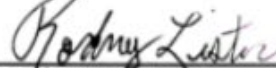
Jessica Kent
Senior Lecturer, CAS Writing Program



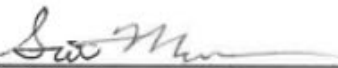
Evan Kristiansen
Lecturer, CAS Biology



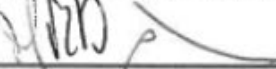
Faith Little
Lecturer, SSW



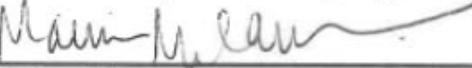
Rodney Lister
Senior Lecturer, CFA Composition &
Theory



Scott Marr
Senior Lecturer, CGS Social Sciences



Marie McDonough
Senior Lecturer, CAS Writing Program



Marisa Milanese
Master Lecturer, CAS Writing Program



Hiromi Miyagi-Lusthaus
Senior Lecturer, CAS World Languages &
Literatures

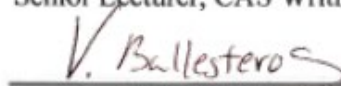


Molly Monet-Viera
Master Lecturer, CAS Romance Studies

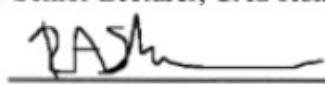
*Salaried Lecturers and Instructors, Service
Employees International Union Local 509,
CTW, CLE (cont.)*



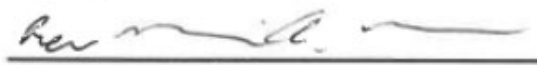
Jason Prentice
Senior Lecturer, CAS Writing Program




Verónica Rodríguez Ballesteros
Senior Lecturer, CAS Romance Studies



Rebecca Sherlock-Shangraw
Senior Lecturer, Wheelock Counseling
Psychology and Applied Human
Development



Rev. Michelle Walsh
Lecturer, SSW



William Giraldi
Master Lecturer, CAS Writing Program

SIDE LETTER OF AGREEMENT BETWEEN TRUSTEES OF BOSTON UNIVERSITY AND SEIU, LOCAL 509, SALARIED UNIT REGARDING KHC ASSOCIATES

This Side Letter of Agreement (“Agreement”), by and between the Service Employees International Union, Local 509, Salaried Unit (the “Union”) and Trustees of Boston University (the “Employer”, collectively, the “Parties”), is entered into on August 9th 2024.

WHEREAS, the Postdoctoral Associates teaching at the University’s Kilachand Honors College (“College”) located at 91 Bay State Road (hereinafter “KHC Associates”) elected to join the existing bargaining unit represented by the Union at the University pursuant to the Certification of Representative issued by the National Labor Relations Board in Case No. 01-RC-321901, and

WHEREAS, the Union and the University have bargained in good faith and reached tentative agreement with respect to the terms and conditions of employment under which the Kilachand Associates shall be added to the existing bargaining unit and have executed a Memorandum of Agreement (MOA) regarding the same;

NOW THEREFORE, the Parties agree to the following:

Faculty Vacation and Sick Benefits

1. KHC Associates currently receive vacation and sick benefits as University staff.
2. Within forty (40) days after the execution of the MOA and this Agreement by the Parties, KHC Associates will receive vacation and sick benefits according to the benefit and leave policies applicable to University faculty represented by SEIU, Local 509 (Salaried Unit).
3. Within fifteen (15) days after the execution of the MOA and this Agreement by the Parties, all KHC Associates who were employed at the University as of January 1, 2024 shall be paid a lump sum equivalent to their unused, accrued vacation leave.
4. After the University changes the vacation and sick benefits designation for the KHC Associates, and no later than forty (40) days after the execution of the MOA and this Agreement by the Parties, all KHC Associates will receive vacation and sick benefits pursuant to the University policies generally applicable to University faculty represented by SEIU, Local 509 (Salaried Unit) and shall no longer accrue vacation or sick leave except as provided to other members of the bargaining unit.

Relocation Expenses

5. The University agrees to continue the practice of providing reimbursement for moving expenses up to \$5,000 to assist KHC Associates in relocating to the Boston area.

Professional Development Funding

6. The University agrees to continue the practice of providing \$3,000 each year in professional development funding to KHC Associates for their individual use. Unused

funds will not rollover year to year or be paid out at the end of a KHC Associate's appointment.

Performance Evaluation Process

7. KHC Associates will have a performance evaluation process specific to their program. In order to support Kilachand Associates in their development as scholars, the University will, upon request, assist Kilachand Associates in identifying and introducing them to faculty mentors at the University who could potentially provide specialized feedback on their specific research interests and progress. The parties agree to convene a Joint Labor Management Committee within one (1) year after the ratification of this Agreement to collaboratively discuss the format, goals, and timing of the evaluations, with the understanding that performance evaluations may take place prior to that time. Article 10 of the Parties collective bargaining agreement is otherwise inapplicable to KHC Associates.

Extension of Appointment

8. KHC Associates who are approved for unpaid personal leave of a semester or more, or who are on an approved leave of absence, will have their appointments extended by the duration of the leave.

Rate of Pay for Newly Appointed KHC Associates

9. KHC Associates newly appointed to a position at the College after the execution of this Agreement and before June 30, 2025 the will receive seventy-thousand dollars (\$70,000) per year.

Pay Increase

10. The pay increases for bargaining unit members will take effect on July 1, 2024 in accordance with other members of the bargaining unit.

Resolution of Unfair Labor Practice Charges.

11. Upon execution of this Agreement, the Union agrees to withdraw all pending Unfair Labor Practice charges filed by the Union at the NLRB on behalf of KHC Associates, including Case 01-CA-335433, with prejudice.

This Agreement shall become binding and effective upon its execution and the execution of the Memorandum of Agreement.

Acknowledged and agreed.

SEIU, Local 509, Salaried Unit

Patrick Geiger

Patrick Geiger
Union Representative

Trustees of Boston University

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Derek Howe

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Derek Howe
Senior Vice President for Operations

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Gloria Waters

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Provost and Chief Academic Officer