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

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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. 1-RC-141995, Bentley University (hereinafter referred to as the “University”) hereby recognizes the Service Employees International Union Local 509, CTW, CLC, hereinafter referred to as the “Union,” as the sole and exclusive collective bargaining representative of all part-time adjunct faculty (including adjunct associate professors, adjunct lecturers, adjunct senior lecturers and adjunct instructors) employed by Bentley at its Main Campus, 175 Forest Street, Waltham, MA, teaching at least one credit-bearing graduate or undergraduate course (including hybrid and blended courses) and who are compensated on a per-course basis. An employee working for the University in another capacity who also teaches at least one credit-bearing course identified above and is compensated on a per-course basis shall not cause that employee to lose status as a bargaining unit member unless their other capacity working for the University is expressly excluded.

Excluding: All faculty who teach only exclusively online courses, courses at campuses other than the Main Campus, non-degree granting courses, or First-Year Seminar, Transfer Seminar, or Career Development Seminar courses; tenured or tenure-track faculty; full-time faculty; visiting faculty; deans; provosts; department chairs, graduate assistants; graduate students, including PhD candidates; managerial employees, confidential employees; guards and supervisors as defined by the Act.

Section 2. When ‘Adjunct Faculty Member’ or ‘Adjunct Faculty Members’ or ‘Adjunct(s)’ are used in this Agreement it shall refer to members of the bargaining unit as defined in this Article.

ARTICLE 2 – MANAGEMENT RIGHTS

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

the University and to direct adjunct faculty members; the right to establish standards of performance and rules of conduct; the right to determine employee qualifications including the right to prescribe standards for hire and promotion; the right to require the maintenance of discipline, order and efficiency; the right to evaluate competency and performance; the right to establish, promulgate, administer, regulate, determine and re-determine policies, practices, methods, procedures and conditions related to work standards, staffing, training and curriculum and the quality and type of equipment to be used; the right to determine the number and the location of all facilities of the University and whether the whole or any part of its operations shall continue to operate; the right to discharge, dismiss, suspend or otherwise discipline adjunct faculty members; the right to schedule and cancel courses; and the right to promulgate and enforce all rules relating to any or all of its rights, functions, prerogatives and discretions. In the exercise of the foregoing rights of management, the University agrees that it will not violate the specific provisions of the Agreement and the Union agrees that it will not seek to bargain over any exercise of Management Rights during the term of this Agreement. Such waiver of bargaining shall not waive bargaining, upon request, over the effects of significant University exercises of its management rights which affect a substantial number of adjunct faculty members.

ARTICLE 3 – NON-DISCRIMINATION

Section 1. It is the policy of the University not to discriminate on the basis of race, color, national or ethnic origin, age, religion, disability, sex, sexual orientation, gender identity and/or expression, genetic information, military or veteran status (special disabled veterans, disabled veterans and Vietnam-era veterans), or any other characteristic protected under applicable federal or state law. It is also a violation of University policy to retaliate against any individual for filing a complaint of discrimination or for cooperating in an investigation of alleged discrimination (protected activity).

Section 2. Grievances filed under Sections 1 above shall not be subject to the arbitration provisions of the collective bargaining agreement, unless the grievant and Union waive their respective rights to recourse through other legal action. If the grievant and the Union do not both agree to waive such rights, then the grievant and/or the Union preserve any right they may have to pursue the matter outside of the collective bargaining agreement after completion of Step 3.

ARTICLE 4 – UNION SECURITY AND DUES DEDUCTION

Section 1. It shall be a condition of employment that all adjunct faculty members covered by this Agreement who are members of the Union in good standing as of its effective or execution date, whichever is later, shall remain members in good standing, and those who are not members in good standing as of the effective or execution date of this Agreement, whichever is later, shall, on or after the thirtieth (30th) calendar day following the later of the effective or execution date, become and remain members in good standing of the Union, or in lieu of union membership to pay an agency fee. The amount of such agency fee shall be determined by the Union, in accordance with applicable law.

Section 2. It shall also be a condition of employment that all adjunct faculty members covered by this Agreement who are hired on or after its effective or execution date, whichever is later, shall, on or after the thirtieth (30th) work day following the beginning of such employment, either become and remain members in good standing of the Union, or pay an agency fee as determined by the Union in accordance with applicable law.

Section 3. The requirements of Section 1 and 2 shall not apply to adjunct faculty members who teach in the following departments:

- a. Accountancy
- b. Finance
- c. Law, Taxation and Financial Planning

Adjunct Faculty Members in the departments listed above may voluntarily join the Union and maintain such membership for the duration of this Agreement.

Section 4. The Union may request that an adjunct faculty member who fails as required by this Agreement, to join the Union, maintain Union membership or pay an agency fee be dismissed. If the Union makes such a request, the Employer shall comply, to the extent permitted by law. Prior to any dismissal, the adjunct faculty member shall be offered an opportunity within thirty (30) calendar days, following the written notification from the Union to the Employer requesting discharge, to pay the required dues, initiation fees and/or representation fees that have not been tendered. If the adjunct faculty member fails to pay within that time period, and the Union so verifies, the University shall dismiss the adjunct faculty member, provided, however, that no such dismissal shall take effect during a semester in

which the adjunct faculty member is teaching a course or courses. In such case, dismissal will be at the conclusion of the semester.

Section 5. The University further agrees to deduct voluntary contributions made by adjunct faculty members to the SEIU Local 509 Committee on Political Education (COPE) and to remit said contributions to the Union at the same time union dues and agency fees are remitted. Said contributions are strictly voluntary and can be in any amount as determined by the adjunct faculty member.

Section 6. Each payday, the University shall deduct from an adjunct faculty member's wages a sum of dues and/or fees owed the Union and authorized under the federal labor law, provided the adjunct faculty member has furnished the University a written assignment executed in accordance with law. The Union will provide to the University a suitable form for the authorization of this payroll deduction and as to new adjunct faculty members, the University will include that form and any explanatory materials provided by the Union in his/her initial employment packet. Authorizations voluntarily completed by the adjunct faculty member and returned to the University shall be promptly remitted to the Union.

Section 7. 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 an adjunct faculty member arising out of or by reason of action the University takes pursuant to this Article.

Section 8. The Union shall establish and certify in writing or electronically to the University Office of Human Resources the amount of dues. The payroll deduction authorization form shall also be provided by the Union to the University.

Section 9. On or about the 15th of the month following the deductions, the University will send by mail or electronically to the Union treasurer or such other person as the Union designates in writing, the deducted amounts, along with information listing for each employee for whom money was deducted: name, gross earnings, deducted amount, and the basis for the deduction (dues, agency fee, assessment, etc.)

Section 10. An adjunct faculty member shall be free to revoke his/her dues check-off authorization at any time by notifying the University Office of Human Resources in writing. Following receipt of any check-off revocation, the University shall notify the Union, in writing, of the revocation.

Section 11. The Union may report missing or incorrect deductions as they become known. In the event that a payroll deduction for a faculty member is processed incorrectly, the University will correct the error in the next pay period after being informed of the error by either the adjunct faculty member or the Union.

ARTICLE 5 - BARGAINING UNIT INFORMATION

Section 1. No later than seven (7) calendar days after the end of the drop/add period of each semester or term, the University will provide the Union with the following information regarding bargaining unit members:

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

ARTICLE 6 – 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. 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 reasonable access to meeting space on campus for the purpose of meeting with bargaining unit employees, subject to the same procedures as other campus organizations.

Section 3. By October 15 of each year, the Union shall provide a list of those Adjunct Faculty Members who will represent the unit in the adjustment of grievances, the processing of any disciplinary appeals, and in meetings with a

grievant or University representative, as well as in attending to other matters relating to the administration of this Agreement. Such list will be periodically updated as needed.

Section 4. Union representatives shall be given reasonable time by the University to meet with adjunct faculty members at the adjunct faculty orientation when given.

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 administration.

ARTICLE 7 – ACADEMIC FREEDOM AND TEACHING EXPECTATIONS

Section 1. Adjunct faculty members shall be entitled to academic freedom on the same basis as all other faculty members involved in teaching or scholarship at the University. Disputes involving academic freedom shall be resolved through the process outlined in the Faculty Manual, except in cases involving disciplinary action or discharge in which cases the grievance and arbitration shall be the sole means of addressing the alleged violation.

Section 2. The University shall endeavor to make all expectations on course curricula, teaching and grading responsibilities, and student assignments available in writing to the adjunct faculty member at the time the course is assigned to him/her.

ARTICLE 8 - GRIEVANCE 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.

Section 2. A prompt and efficient method of settling grievances, as herein defined, is both desirable and necessary. This is the sole and exclusive procedure for the resolution of grievances under this Agreement. Moreover, notwithstanding

the availability of the formal procedures of this Article, it is agreed that an informal resolution of any dispute is desirable. The parties agree that such informal resolution shall occur, if possible, by direct discussion between the Union and the University.

Section 3. General Provisions

- a. Any reference to “days” shall mean calendar days, unless otherwise specified. However, “days” shall not include the period between the University’s commencement and the first day of class in the fall semester or the period between the last day of class in the fall semester and the first day of class in the spring semester. Failure by the Grievant to comply with the time limitations of Step 1 shall preclude any subsequent filing of the grievance.
- b. All time limits herein may be extended by mutual agreement expressed in writing.
- c. Unless the parties have agreed in writing to a specific extension of time, any grievance or demand for arbitration which is not filed at each step within the time limits contained herein shall be deemed waived and there shall be no further processing of the grievance or any arbitration thereon.
- 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. Any grievance filed by the Union on behalf of two or more Adjunct Faculty Members, may be initiated at Step 2. Additionally, as to any other grievance, the parties may proceed initially at Step 2 if by mutual agreement, in writing.

Section 4. An aggrieved Adjunct Faculty Member or the Union shall present a grievance within twenty-one (21) calendar days after the grievant became aware of, or reasonably could have known about, the action being contested. The grievance must be reduced to writing and must specify the nature of the grievance, the provision(s) of this Agreement at issue, and the relief requested.

Section 5. The following steps shall be followed in the processing of grievances:

Step 1 The Adjunct Faculty Member shall file the grievance with his/her Department Chair. The Chair shall meet with the Adjunct Faculty

Member and/or Union within seven (7) calendar days of receipt of the grievance to discuss the grievance. The Chair shall write an answer within seven (7) calendar days of the meeting. In the event an individual faculty member and the University settle a dispute without the written and express agreement of the Union, that settlement will not create a precedent for either party in the interpretation or application of this Agreement.

Step 2 If the grievance is not resolved at Step 1, the Adjunct Faculty Member may request that the Union appeal the grievance to Step 2. If the Union deems the grievance to be meritorious, it may file the Step 2 grievance with the Dean or his/her designee within fourteen (14) calendar days of receipt of the Step 1 response, or within fourteen (14) calendar days of the deadline for the Step 1 response, if none was received. If the grievance is filed within the time limits, the Dean or his/her designee shall conduct a meeting for the purpose of attempting to resolve the grievance as soon as practicable but not later than fourteen (14) calendar days following the filing of the Step 2 Grievance. If the grievance is not resolved at this meeting, the Dean or his/her designee shall respond to the Union in writing within fourteen (14) calendar days of the meeting. If the Dean or his/her designee fails to respond within fourteen (14) calendar days of the meeting, the grievance may proceed to Arbitration.

Arbitration

A grievance not resolved in Step 2 may be appealed to arbitration by the Union by giving written notice to the University within twenty-one (21) days of the Step 2 response. Only the Union may process a grievance to arbitration.

In such a case, the parties will attempt to agree upon an arbitrator. However, if they cannot agree, then, within fourteen (14) days of the Union's notice of appeal to arbitration, the Union will request a list from the American Arbitration Association and selection shall be made in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.

1. Arbitration will be conducted in accordance with the Rules of the American Arbitration Association.

2. 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.
3. The fees and expenses of the arbitrator, and the cost of any hearing transcript, shall be borne equally by the Union and the University.
4. Unless otherwise mutually agreed, each arbitration hearing shall deal with no more than one (1) grievance.
5. The Arbitrator shall have no power to add to, subtract from, modify or disregard any of the provisions of this Agreement.
6. 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 6. All time limits herein may be extended by mutual agreement expressed in writing. Unless the parties have agreed in writing to a specific extension of time, any grievance or demand for arbitration which is not filed at each step within the time limits contained herein shall be deemed waived and there shall be no further processing of the grievance or any arbitration thereon.

ARTICLE 9 – DISCIPLINE AND DISCHARGE

Section 1. Discipline may include verbal warnings, written warnings, unpaid suspensions or discharge. An Adjunct Faculty Member will not be disciplined, suspended or discharged without just cause.

Section 2. Discipline for purposes of this Article shall not include performance reviews.

Section 3. An Adjunct Faculty Member may request that a Union representative be present at any investigatory meeting that the Adjunct 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.

ARTICLE 10 – LABOR-MANAGEMENT COMMITTEE

There will be a Labor-Management Committee with up to four (4) members on each side that will meet once each semester in the first six (6) weeks of spring and fall semester and at such additional mutually agreed upon times to discuss matters of general interest to the Adjunct Faculty Members or the University. These meetings shall not be used for negotiations or to discuss pending grievances. The meetings will be scheduled within three weeks 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 two (2) weeks prior to each meeting. The parties will designate their own representatives to the committee. Service on this committee shall be unpaid.

ARTICLE 11 – COURSE ASSIGNMENTS

Section 1. The University will assign courses pursuant to normal practice. Generally the department chair will offer a course or courses to the adjunct faculty member. The University will then provide the faculty member with a letter for such assignment as soon as reasonably practicable, including the name and time of courses being offered to teach. The adjunct faculty member shall respond in writing within ten (10) business days of receipt of the written notice from the University that he/she accepts the teaching assignment. Failure to accept the course(s) within ten (10) business days will allow the University to offer the course(s) to another adjunct faculty member.

Section 2. Each department shall designate, in its discretion, a minimum of thirty percent (30%) of the adjunct faculty pool as ‘Preferred Adjunct Faculty’.¹ Such preferred designation will be in force for two (2) academic years, renewable at the University’s discretion. Preferred Adjunct Faculty shall be offered courses prior to other adjunct faculty who are not designated ‘preferred’. This designation shall only extend to courses that the adjunct faculty member has taught in the last five (5) years and only up to two (2) courses (or the equivalent) per semester. If there are no courses available for a preferred adjunct to teach for two (2) consecutive semesters, the adjunct faculty member will no longer be considered preferred. The decision to not designate or renew an adjunct faculty member as preferred shall be grievable only under the standard of whether the University acted in an arbitrary

¹ The initial designation as of Fall 2016 will 15% or more. Effective in the Fall Semester 2017, the minimum designation shall be increased to a minimum of 30%.

and capricious manner. Such grievances shall not be subject to arbitration or other legal challenge in any forum.

Section 3. If the University cancels an adjunct faculty member's course assignment within two (2) weeks of the start of classes and does not offer the adjunct another course for which he/she is qualified and available to teach, the University will pay the adjunct a cancellation fee of five hundred dollars (\$500.00).

ARTICLE 12 – FACULTY PROFESSIONAL DEVELOPMENT

Section 1. The University shall create a Professional Development Fund through which an adjunct faculty member may apply for reimbursement for professional development opportunities or resources related to his/her scholarship, civic engagement, artistic, or professional practice which will contribute to the improvement of teaching.

- a. The University shall contribute twenty-five thousand dollars (\$25,000.00) each fiscal year to such a fund beginning on July 1, 2016. These funds will not roll over from one year to the next.
- b. To be eligible for Professional Development funds, a part-time faculty member must have taught a minimum of six (6) courses at Bentley University.
- c. In order to receive funding, the eligible faculty member shall submit a request stating the expenses for which he or she is requesting reimbursement and indicate how the opportunity or resource will enhance his or her pedagogy.
- d. Request for funds shall be submitted to the Deans of Business and Arts and Sciences, or their designees. They shall review applications on a first-come first-served basis and will make final decisions on all applications.
- e. No grantee shall receive more than one thousand (\$1000.00) in a fiscal year.

Section 2. In addition to the Professional development Fund referred to herein, adjunct faculty may continue to apply for and be awarded other professional development grants that are available to other members of the Bentley faculty and that are available to the adjunct faculty as of the ratification date of this Agreement.

ARTICLE 13 – COMPENSATION

Section 1. The minimum pay scale for part-time faculty in any department shall be:

Effective Date	Per Undergraduate Course
Current	\$5,000.00
7/1/2016	\$5,600.00
7/1/2017	\$5,900.00
7/1/2018	\$6,200.00
7/1/2019	\$6,500.00

ARTICLE 14 – NO STRIKE- NO LOCKOUT

Section 1. During the term of this Agreement, or any extension thereof, the Union, its representatives, agents and Adjunct Faculty Members, will not cause, assist, encourage, participate in, condone, ratify or sanction any strike of any kind whatsoever, picketing of any kind whatsoever, work stoppage, sit-down, slow-down, curtailment of work, withholding or delaying any grades, academic evaluations or other documents, nor shall any Adjunct Faculty Members engage in such conduct.

Section 2. Any Adjunct Faculty Member engaging in any conduct prohibited by this Article is subject to immediate disciplinary action, including discharge. The question of whether the Adjunct Faculty Member violated this Article is subject to challenge under the Grievance Procedure of this Agreement.

Section 3. In the event that any Adjunct Faculty Member violates the provisions of Section 1 above, the Union shall immediately inform such faculty member(s) through all reasonable means that such action is prohibited under this Agreement and that such Adjunct Faculty Member(s) should cease such action and return to full, normal, and timely work. The Union shall also distribute to the Adjunct Faculty Member(s) and the University a written notice, signed by an officer of the Union, that the work stoppage or other violation is not authorized by the Union.

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

ARTICLE 15 – SEPARABILITY

If any provision of this Agreement, in whole or in part, is declared to be illegal, void or invalid by any court of competent jurisdiction or any administrative agency that has jurisdiction, all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect, to the same extent as if the invalid provision had never been part of the Agreement. In such an event, the remainder of this Agreement shall continue to be binding upon the parties to it.

In such event, upon thirty (30) days' notice from either side, the parties agree to re-negotiate any provision that has been invalidated.

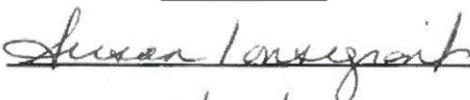
ARTICLE 16 – DURATION OF AGREEMENT

This Agreement shall be in full force and effect from the date of ratification to June 30, 2020. 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, 2020 unless renewed or extended by mutual written agreement signed by the parties.

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

FOR SERVICE EMPLOYEES
INTERNATIONAL
UNION, LOCAL 509, CtW

BENTLEY UNIVERSITY



Date: 9/15/16



Date: Oct 5, 2016

BENTLEY ADJUNCT FACULTY UNION BARGAINING COMMITTEE:

Joan Atlas

Thomas Johnson

Barbara Nash

Elaine Saunders

Chuck Saccardo

Clarissa Sawyer

Summar Sparks