

November 15, 2022

COLLECTIVE BARGAINING AGREEMENT

**between
NORTHEASTERN UNIVERSITY
And
LOCAL 1021
SERVICE EMPLOYEES INTERNATIONAL UNION**

July 1, 2022 through June 30, 2025

TABLE OF CONTENTS

	<u>Page</u>
Article 1 - RECOGNITION	1
Section 1.1 – Exclusive Representative	1
Section 1.2 – Employee	1
Article 2 - DEFINITIONS	2
Section 2.1 – Management/Administrator	2
Section 2.2 – Agreement.....	2
Section 2.3 – Bargaining Unit	2
Section 2.4 – Calendar Year	3
Section 2.5 – Campus.....	3
Section 2.6 – SEIU	3
Section 2.7 – SEIU Representative	3
Section 2.8 – Day.....	3
Section 2.9 – Workday	3
Section 2.10 – Faculty	3
Article 3 - UNION SECURITY AND CHECK-OFF	3
Article 4 - SAVINGS CLAUSE	4
Article 5 - SEIU RIGHTS.....	4
Article 6 - NON-DISCRIMINATION	5
Article 7 - LABOR MANAGEMENT COMMITTEE	5
Article 8 - HEALTH AND SAFETY	6
Article 9 - LENGTH OF AGREEMENT.....	6
Article 10 - SCOPE OF AGREEMENT	6
Article 11 - ACADEMIC FREEDOM AND TEACHING EXPECTATIONS.....	6
Section 11.1 – Academic Freedom	7
Article 12 - FACULTY APPOINTMENTS & ASSIGNMENTS	7
Article 13 - ROLE IN INSTITUTIONAL SERVICE	11
Section 13.1 – Purpose of Service and Involvement.....	11
Section 13.2 – Participation in Meetings.....	11
Article 14 - HEALTH AND WELFARE BENEFITS	11
Section 14.1 – Health and Retirement Benefits	11
Section 14.2 – Jury Duty.....	11
Section 14.3 – Pregnancy & Parental Leave	11
Section 14.4 – Family Medical Leave.....	12
Section 14.5 – Bereavement.....	12
Section 14.6 – Sick Leave	12
Section 14.7 – Paid Family Leave (PFL)	12
Section 14.8 – Time Off to Vote	13

Section 14.9 – Leave for School Visits	13
Section 14.10 – State Disability Insurance	13
Article 15 - BARGAINING UNIT FACULTY MEMBER DEVELOPMENT	13
Article 16 - GRIEVANCE AND ARBITRATION	13
Article 17 - COMPENSATION	16
Article 18 - OFFICE SPACE AND SUPPORT	18
Section 18.1 – Office Space	18
Section 18.2 – Access to Other Services	18
Section 18.3 – Access Over University Break	18
Article 19 - NO STRIKE/NO LOCKOUT	19
Article 20 - PERFORMANCE ASSESSMENT	19
Article 21 - MANAGEMENT RIGHTS	19
Article 22 - DISCIPLINE & DISCHARGE	21

ARTICLE 1 - RECOGNITION

Section 1.1 – Exclusive Representative

Northeastern recognizes the Union as the exclusive representative for purposes of collective bargaining of the employees defined in Section 1.2(A) of this Article, and employed to teach at the Mills College at Northeastern campus, located at 5000 MacArthur Blvd, Oakland, California (“Oakland Campus”). For the avoidance of doubt, the foregoing shall apply regardless of the teaching modality that may be designated by Northeastern (i.e., in person, remote or hybrid) so long as the teaching is primarily directed to the Oakland Campus.

Section 1.2 – Employee

(A) Employees in the Bargaining Unit:

Whenever used in this Agreement the term “unit member” or “bargaining unit faculty member” will mean all part-time faculty members employed to teach at least one credit-bearing course in a Northeastern degree program at the Oakland Campus, 5000 MacArthur Blvd, Oakland, CA 94613,

The designation and title “Adjunct Faculty” shall be used for the letters of appointment for faculty covered by this Agreement. Any bargaining unit faculty member who was employed by Mills College for the two years prior to July 1, 2022 will retain the title they held as Mills College faculty.

Bargaining unit faculty members who hold other non-bargaining unit titles cannot be excluded from the unit on the basis of those titles alone.

Should any new part-time faculty titles, designations, or classifications be added, if the Union believes that these should be added to the bargaining unit, the parties will meet and confer to discuss whether or not any of these should be added as part of the unit.

Excluded from the unit are all supervisors, managerial employees, confidential employees, guards, students, tenured or tenure-track faculty, full-time faculty, clinical faculty, on-line faculty (other than those employed to teach at the Oakland Campus), visiting or contract faculty and all other University employees at any campus, regardless of whether they have teaching as part of or in addition to any other responsibilities.

Dual position employees are those Oakland Campus employees who are employed by the University in a job position that is covered by this Agreement, and also are employed by the University in a job position that is not covered by this Agreement. Dual position employees are covered by the CBA with regard to the terms and conditions of their employment in the position that is covered by this Agreement.

(B) Bargaining Unit Information:

No later than September 15 and February 15 of each year for the Fall and Spring semesters respectively, the University will provide to the Union a list of the bargaining unit employees under Subsection (A) of this Section 1.2, with the understanding that this list may be subject

to change. In addition, the University will provide the below information about any newly-hired bargaining unit adjunct faculty ten days prior to the start of the academic term.

The University will subsequently provide an updated list to the Union that includes:

1. Each employee's name;
2. Employee id number;
3. Course assignment(s) and any other duties;
4. University email address;
5. Primary phone number;
6. Home address; and
7. The semester the employee first taught at the College.

If any bargaining unit faculty members are teaching in the Summer or January term, then the University shall provide this information to the Union at least two weeks prior to the commencement of the term.

By this same date, the University will also provide to the Union a copy of all bargaining unit faculty members' contracts. The University will notify the Union within two weeks of any material changes to any bargaining unit faculty member's contracts.

By August 31, the University also will provide to the Union an annual list of bargaining unit faculty participating in the University's health, dental, and retirement benefits programs.

All information will be provided electronically to the extent practicable.

ARTICLE 2 - DEFINITIONS

Section 2.1 – Management/Administrator

The term "Management/Administrator" as used in this Agreement refers to an employee serving in a management or supervisory position as defined and understood under the National Labor Relations Act.

Section 2.2 – Agreement

The term "Agreement" as used in this Agreement means Articles 1 - Article 25.

Section 2.3 – Bargaining Unit

The term "bargaining unit" as used in this Agreement refers to the bargaining unit defined in Article 1 –*Recognition*.

Section 2.4 – Calendar Year

The term “calendar year” as used in this Agreement refers to the period of time from January 1 through December 31.

Section 2.5 – Campus

The term “campus” or “Oakland campus” as used in this Agreement refers to Mills College at Northeastern, located at 5000 MacArthur Blvd, Oakland, CA 94613.

Section 2.6 – SEIU

The term “SEIU” as used in this Agreement refers to the Service Employee International Union, Local 1021, CTW, CLC or the exclusive representative of the Union.

Section 2.7 – SEIU Representative

The term “SEIU representative” as used in this Agreement refers to any bargaining unit faculty members, officers, and staff who have been officially designated in writing as SEIU representatives.

Section 2.8 – Day

The term “day” as used in this Agreement refers to a calendar day.

Section 2.9 – Workday

The term “workday” as used in this Agreement refers to a day that the unit member works.

Section 2.10 – Faculty

The term “faculty” as used herein shall mean bargaining unit faculty, except for the exclusions paragraph of the recognition clause.

ARTICLE 3 - UNION SECURITY AND CHECK-OFF

- (A) It shall be a condition of employment that employees covered by this Agreement shall no later than thirty-one (31) days after their initial pay period as an employee covered by this Agreement, become and remain members in good standing of the Union, or in lieu of membership, to pay an agency fee. The amount of such agency fee shall be determined by the Union in accordance with applicable law.
- (B) Payment of Union dues or agency fees, voluntary contribution to the SEIU Local 1021 Committee on Political Education (COPE), or contributions to a charitable organization selected from a list approved by the University and the Union, may be made by all bargaining unit faculty members via the check-off procedure 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, and the Union hereby agrees that it shall indemnify and hold the

University harmless from any claims, actions, or proceedings by a bargaining unit faculty member arising from the University's actions in accordance with this Article.

- (C) Each payday, the University shall, during the term of this Agreement, deduct from a bargaining unit staff member's compensation a sum of dues or fees owed to the Union for the pay period covered by that paycheck and authorized under federal labor law, provided the Union has furnished the University a written authorization executed by the employee in accordance with the law. Bargaining unit members may elect to have deductions for dues or agency fees made from their compensation only by submitting an authorization in the form set forth in Appendix D to this Agreement that is voluntarily executed by the employee and submitted to the University. The Union may obtain this authorization electronically, provided the parties agree to the format and process for such electronic authorizations and determinate that the authorizations are in compliance with applicable law. The dues/agency fee form will be included with appointment letters and any orientation package.
- (D) The University shall remit the dues or fees to the Union along with a list of members and agency fee payers within the first ten (10) working days of the month following the month of collection.

ARTICLE 4 - SAVINGS CLAUSE

It is hereby declared to be the intention of the parties to this Agreement that the sections, paragraphs, sentences, clauses and phrases of this Agreement are subject to applicable law, and are separable. If any part of this Agreement is found to be invalid because of a conflict with applicable law or to give rise to a reporting obligation to the National Labor Relations Board, such invalidity or reporting obligations shall not affect the remaining parts of this Agreement, and the parties shall meet to negotiate a substitute provision.

ARTICLE 5 - SEIU RIGHTS

- (A) Upon request by SEIU, the University shall provide, at no cost, adequate facilities, if available, to conduct business of the SEIU bargaining unit faculty members from time to time. This use shall be consistent with the University's room reservation procedures. The University reserves the right to limit the use of the facilities.
- (B) Bargaining unit faculty mailboxes may be utilized by SEIU for purposes of SEIU communication to bargaining unit faculty members.
- (C) SEIU staff and bargaining unit faculty members may utilize the Northeastern email system for purposes of SEIU communication to bargaining unit faculty members.
- (D) SEIU shall have the use of a designated bulletin board on the Oakland Campus for the posting of SEIU material. Such bulletin board shall be visible and accessible to bargaining unit faculty, and in an area frequented by bargaining unit faculty. Flyers for Union events and activities may also be posted where other campus flyers are regularly posted in accordance with the College's posting policy then in effect.

- (E) The SEIU stewards shall officially represent SEIU on the campus. The name of the SEIU stewards shall be provided to the Provost or designee by September 15th and February 15th of each year.

ARTICLE 6 - NON-DISCRIMINATION

The University and the Union shall not discriminate against any bargaining unit faculty members on the basis of race, color, marital status, age, religious creed, national origin, ancestry, sex, sexual orientation, gender identity, gender expression, disability, veteran status, pregnancy, or medical conditions or other status protected by Oakland, California or federal law.

The University further prohibits harassment based on any of these categories.

The University also prohibits retaliation for reporting harassment or discrimination based on any of these categories.

Employees will not be discriminated or retaliated against, or harassed for their participation in union activities.

It is Northeastern's policy to comply with all applicable laws regarding providing reasonable job accommodations to employees with disabilities who can perform essential functions of jobs (with or without accommodation) for which they are otherwise qualified.

ARTICLE 7 - LABOR MANAGEMENT COMMITTEE

- (A) Northeastern and the Union are committed to an on-going cooperative relationship which fosters effective on-going communication and addresses issues and concerns with recommendations that are in the best interest of the parties. To that end, the parties agree to the creation of a joint labor-management committee.
- (B) The Committee shall consist of not more than three (3) faculty representatives designated by the Union and not more than three (3) representatives designated by the University. The SEIU Local 1021 Field Representative may attend the meetings but shall not have voting rights. The parties will designate their own representatives to the Committee, including one designee as co-chair. If agreed to by both parties in advance of the meeting, more than three (3) representatives of one or both parties may attend a meeting as subject matter experts. However, only the three (3) regularly designated representatives shall have voting rights.
- (C) The Committee may discuss matters of general importance to the Union and bargaining unit staff members.
- (D) The Committee shall meet at least four and up to six (6) times per academic year at mutually acceptable dates and times. Additional meetings may be called by either Union or College representatives by mutual agreement. Designated representatives of the Union and the University will suggest agenda items one (1) week prior to each meeting. Each party must designate semester representatives no later than the start of the Fall and Spring semesters. Should a meeting occur during the January or Summer term, the Fall representatives shall attend the January term meeting(s) and the Spring representatives shall attend the Summer term meeting(s).

(E) The Committee does not engage in collective bargaining or process grievances.

ARTICLE 8 - HEALTH AND SAFETY

The University and the Union are committed to providing a safe working environment for all employees. It is mutually recognized that exterior air quality can adversely affect the ability of unit members to perform their teaching and other duties. When the College is informed that nearby exterior air quality is determined by local governmental authorities to be hazardous for humans, the College will reasonably consider whether course delivery should be adjusted (i.e., remote).

ARTICLE 9 - LENGTH OF AGREEMENT

This agreement becomes effective July 1, 2022, and shall continue in full force and effect until 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 and such notice is received no later than 60 calendar days prior to the expiration date in which event this Agreement shall terminate at midnight of June 30, 2025 unless renewed or extended by mutual written agreement signed by the parties.

ARTICLE 10 - SCOPE OF AGREEMENT

The University and the Union acknowledge and agree that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter as to which the NLRA imposes an obligation to bargain, and that all understandings and agreements arrived at between University and the Union after the exercise of that right and opportunity are set forth in this Agreement. This Agreement contains the full understanding, undertaking, and agreement of the parties hereto and finally determines and settles all matters of collective bargaining for and during its term. Changes to this Agreement, whether by addition, waivers, deletions, amendments, or modification, must be mutually agreed upon in writing and signed by both parties.

ARTICLE 11 - ACADEMIC FREEDOM AND TEACHING EXPECTATIONS

Section 1. 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. The grievance and arbitration procedure in article 18 — Grievance and Arbitration shall be the sole means of addressing an alleged violation of this Article.

Section 2. A faculty member's teaching shall be guided by the course description and other determinants of course content that the academic unit deems appropriate, requirements of effective teaching, adherence to academic and professional standards, and encouragement of the spirit of inquiry among students. Faculty members are expected to deliver the course and make themselves available to students on a regular basis, including outside the class meeting time. Faculty members shall prepare for their classes and conduct them in an appropriately professional manner, including but not limited to meeting classes on time, holding classes for the full period except in the event of an emergency or as a practice approved by the Unit Head, and evaluating academic performance fairly and reasonably. Faculty members will submit grades on a timely basis and promptly provide opportunities for student feedback on course performance.

Section 3. The University shall endeavor to make all expectations on course curricula, teaching and grading responsibilities, and student assignments available in writing to the faculty member at the time the course is assigned to them.

Academic freedom applies to teaching and research, although bargaining unit employees are not required to do research by the University. Academic freedom in teaching is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. It carries with it duties correlative with rights.

Section 11.1 – Academic Freedom

- (A) Bargaining unit faculty members are entitled to full freedom in research they should choose to pursue and in the publication of the results, subject to the adequate performance of their academic duties.
- (B) Bargaining unit faculty members are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial matter which has no relation to their subject. Limitations to academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.
- (C) Bargaining unit faculty members are citizens, members of a learned profession, and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the institution.

ARTICLE 12 - FACULTY APPOINTMENTS & ASSIGNMENTS

(A) General Principles

Newly-hired part-time faculty will be on probation for their first five courses taught, and will not have recourse to the grievance process regarding termination or teaching assignments.

When choosing between qualified, non-probationary bargaining unit faculty, courses will be assigned based on seniority. Seniority for purposes of assignment is defined by date of hire in the department. Bargaining unit faculty previously employed by Mills College will retain their Mills seniority date of hire with Northeastern University. Seniority shall lapse for any bargaining unit faculty member who has not taught for at least twenty-four months, unless on an approved leave of absence.

Notwithstanding any other provisions in this Article to the contrary, in accordance with its management rights, the University retains the sole and absolute right to determine whether a course, one or more sections of a course or a lab shall be taught in an academic term and shall have the sole and absolute right to determine whether a course, one or more sections of a

course or a lab shall be taught by bargaining unit faculty as opposed to employees outside of the unit.

All course assignments shall only be made by the Provost and Senior Vice President for Academic Affairs or their designee or a Dean or designee. For the purposes of this Article, an assignment is the administrative action that specifies the class(es) to be taught or other academic work that comprises the faculty member's responsibilities. The listing of a course in the schedule of classes and/or designation or identification of a particular faculty member in the schedule of classes does not constitute an assignment. Assignments may include preparation, attendance at faculty meetings during the instructional term, course assessment, and resolution of incomplete or disputed grades. Any communications with faculty about teaching a course prior to the issuance of the assignment letter shall not constitute an offer of assignment, nor shall they be considered to communicate terms relevant to any assignment offer.

(B) Timeline for Appointments and Course Assignment Contracts

For all dates in this article, if they fall on a weekend or holiday, the applicable date shall be the next University business day.

1. Course Seniority

Provided that Northeastern determines that a course or a section of a course shall be taught by bargaining unit faculty, faculty members with Course Seniority shall be offered an assignment in writing for that course no later than June 15 for courses to be taught in the fall semester and no later November 15 for courses to be taught in the spring semester. For purposes of this section, in order to have Course Seniority, the faculty must satisfy the following criteria: a) the faculty member has not been subject to any disciplinary action issued by the University within the current year or the preceding two (2) years; (b) the faculty member has been assigned to teach the same course for which they seek assignment during at least two academic terms during the previous two years; and (c) the same course is being offered within two years of the faculty member's most recent assignment to teach that course. A first warning (oral or written) shall not constitute disciplinary action that extinguishes Course Seniority or precludes a faculty member from Course Seniority. Nothing herein is intended to alter the Union's right to grieve discipline as being without just cause.

Once per semester, the University will provide the Labor-Management Committee with a list of all faculty with Course Seniority, the courses for which they have seniority, and seniority date.

For purposes of this Section, "same course" shall mean the same course number taught on the Oakland campus. For purposes of Course Seniority, courses offered by Northeastern on the Oakland campus that have the substantially similar syllabus, course description, learning outcomes and credit value as courses previously taught by bargaining unit faculty over the prior three academic terms while at Mills College are considered the same course and shall be treated as credit toward Course Seniority. During the term of this Agreement, the Union and the University may submit to the

Labor Management Committee additional courses for the Labor Management Committee to review and make a recommendation as to whether they should be considered the “same course” for purposes of this section.

In the event more than one faculty member has Course Seniority regarding a specific course and there are not enough sections of that specific course to assign to all of those faculty members, the University shall consider qualifications, evaluations and seniority to determine which faculty member will be assigned to teach the available courses.

2. Other Courses

For courses to be taught by bargaining unit faculty for which no faculty member has Course Seniority or where a faculty member with Course Seniority declines the offer, the following shall apply:

The University will inform the Union of the remainder of the courses to be offered to be taught by bargaining unit faculty and post electronically in a manner accessible to bargaining unit employees. Within 10 days thereafter, bargaining unit faculty members may express interest in teaching a course by contacting their Department Chair.

The University will issue offer letters of appointment to bargaining unit faculty members selected to teach a course.

(C) Contents of Appointment Letters

The Appointment Letter shall include:

1. The title of the position;
2. The per course credit (in University credits);
3. The rate of pay per credit for the course;
4. The name of the employing department(s) or program(s);
5. Start and end date of the teaching appointment during which time the faculty member is on payroll; and
6. The name of the department chair, program head or other person to whom the bargaining unit faculty member reports.

(D) Course Assignment

Consistent with this Article, courses will be offered to non-probationary bargaining unit faculty members, up to a maximum of twelve units/credits per academic term, which may be exceeded by mutual agreement between the faculty member and the department chair, with the approval of the Dean.

For courses for which no faculty member has Course Seniority, the University shall give preference to qualified existing bargaining unit members based on departmental seniority over a similarly qualified external candidate.

A faculty member must notify the University of their acceptance of an offered course within ten (10) calendar days of receiving the offer. If they fail to do so, they will be deemed to have declined the offer for that course.

In the event that the University assigns a course for which a bargaining unit faculty member is entitled to assignment based on Course Seniority to a less senior faculty member in the unit without assigning an alternative course with equal compensation, the faculty member with Course Seniority shall be entitled to 25% of the amount the faculty member would have been paid had they taught a section of the course. For the avoidance of any doubt, this paragraph shall not apply to the assignment of a course where more than one bargaining unit faculty member is entitled to Course Seniority.

The parties recognize that courses may become available to bargaining unit faculty members outside of the time periods set forth above. If a course or section becomes available outside the above course assignment process, the University will follow the same process as defined in this Article to offer and assign courses to existing bargaining unit members.

(E) Loss of Course Seniority

Course Seniority shall mean that the assignment to teach a specific course may be denied, reduced, or subsequently cancelled only in the following circumstances:

- (a) Unsatisfactory performance of a faculty member; as evidenced by facts and circumstances such as student evaluations, individual student commentary (both oral and written), faculty member self-evaluation, syllabi and applicable course materials, evidence of student learning, and classroom observations; provided, however, that student evaluations shall not be used as the exclusive basis to deny, reduce or cancel an assignment;
- (b) The faculty member's failure to meet any of the responsibilities set forth in article 13 – Academic Freedom and Teaching Expectations;
- (c) Serious misconduct of a faculty member that is outside the scope of his/her employment with the University but, in the reasonable judgment of the University, would adversely affect the faculty member's ability to teach or be a member of the University community;

In the event a faculty member has Course Seniority in a specific course and has taught more than one section of that specific course during at least three (3) academic terms during the previous three (3) years, the faculty member will only be entitled to Course Seniority for the number of sections for which the faculty member earned Course Seniority for that specific course up to a maximum of two (2) sections of that specific course per academic term.

ARTICLE 13 - ROLE IN INSTITUTIONAL SERVICE

Section 13.1 – Purpose of Service and Involvement

Although not required, bargaining unit faculty members may contribute to the University's commitment to shaping and enriching students and society. The parties are committed to continued meaningful involvement for bargaining unit faculty members that will enrich both the campus community and students.

Section 13.2 – Participation in Meetings

(A) Departmental Meetings

Bargaining unit faculty members are welcome to attend their Departmental meetings not related to personnel or governance matters and to contribute to the intellectual life of the University. Bargaining unit employees who attend departmental meetings shall not be eligible to vote on any matter.

ARTICLE 14 - HEALTH AND WELFARE BENEFITS

Section 14.1 – Health and Retirement Benefits

For bargaining unit members who previously taught at Mills College during the 2021-2022 academic year, Northeastern shall maintain the 403(B), medical, vision, dental and long-term disability plans offered by Mills College until December 31, 2022 and shall maintain the same eligibility requirements for such plans through that date. For bargaining unit member who did not teach at Mills College during the 2021-2022 academic year, they shall be eligible for benefits set forth in Appendix A through December 31, 2022. Thereafter, the University shall provide benefits to all eligible bargaining unit employees as set forth in Appendix A. The University reserves the right to modify, suspend or terminate those benefits, including the rates charged for those benefits, provided that such modification, suspension or termination is generally applicable to all University employees.

Section 14.2 – Jury Duty

Jury duty up to a maximum of five days per calendar year without a deduction from pay is granted to any bargaining unit faculty member who is called to serve on a jury. If additional jury duty leave is required, leave shall be granted without pay. The University will determine the appropriate deduction from pay based on the bargaining unit member's course load and rate of pay. It is the bargaining unit faculty member's responsibility to submit documentation regarding the amount of jury duty compensation for the purposes of calculating the offset. The bargaining unit faculty member may keep the fees received for travel.

Section 14.3 – Pregnancy & Parental Leave

A bargaining unit faculty member is eligible for leave for the period prior to, during, and after childbirth or adoption in accordance with the provisions of federal, state and local law, including the California Pregnancy Disability Leave Act and the California Family Rights Act.

Section 14.4 – Family Medical Leave

Bargaining unit faculty shall be eligible for job protection rights under the Family and Medical Leave Act, provided they meet the requirements of that Act.

Section 14.5 – Bereavement

In coordination with a bargaining unit faculty member's supervisor, up to a maximum of three consecutive days in one calendar year, may be granted to a bargaining unit faculty member without a deduction from pay in the event of a death in the immediate family. For the purposes of this provision, the immediate family includes the spouse or domestic partner of the bargaining unit faculty member, as well as her/his parents, siblings, grandparents, children, and father/mother in-law.

Section 14.6 – Sick Leave

Bargaining unit faculty members shall be entitled to accrue and use sick leave in accordance with California and Oakland law. The Union expressly acknowledges and agrees that sick leave shall be provided to bargaining unit employees as a lump sum at the outset of a semester rather than accrued over the course of the semester.

Section 14.7 – Paid Family Leave (PFL)

Northeastern participates in the governmental plan that provides payments for family leaves of absence to eligible bargaining unit faculty members who are unable to work or need to reduce their hours at work to care for family members who are seriously ill or to bond with new children. Under the California Paid Family Leave (PFL) program, employees who pay into California's State Disability Insurance (SDI) program for short term disability are eligible for payments under the paid family leave plan, subject to all terms and conditions of any contract of insurance between the University and California's Employment Development Department. Payment amounts are set by the state, though the University will provide temporary supplemented benefits described in this provision. Employees may receive payment for up to six (6) weeks of family leave within any 12 month period. Any combination of paid family leave, medical leave, FMLA or CFRA cannot exceed 12 weeks. Employees have a waiting time of up to two (2) weeks before becoming eligible for PFL payments. Employees requesting paid family leave related to the serious health condition of a child, spouse/partner, or parent must provide adequate information to the University verifying the need for a family member to provide care.

Northeastern will provide temporary compensation to supplement the State PFL benefit as follows. Benefits-eligible faculty will receive the difference between state benefits and their pay for a period of twenty-six (26) weeks for personal medical leaves. For family care, parental or military leave, benefits-eligible faculty will receive the difference between state benefits and their pay for a period of eight (8) weeks, then the difference between state benefits and 80% of their pay for four (4) weeks. Non-benefits eligible faculty will receive the difference between state benefits and 80% of their pay for a period of twenty (20) weeks for personal medical leaves, and the same amount for twelve (12) weeks in the case of family care, parental or military leave.

As an alternative to state benefits for either family or medical leave, or both, the University may offer benefits to faculty pursuant to a private plan, consistent with CA law. The decision to maintain a private plan as described herein shall be solely within the university's discretion.

Section 14.8 – Time Off to Vote

Eligible bargaining unit faculty members shall be eligible for time off to vote in governmental elections on election day in accordance with state or local law.

Section 14.9 – Leave for School Visits

Eligible bargaining unit faculty members may take leave for school visits in accordance with state or local law.

Section 14.10 – State Disability Insurance

In compliance with California law, eligible employees may receive disability coverage pursuant to the State Disability Insurance (SDI). Determination of an employee's eligibility for SDI benefits resides with the Employment Development Department, a state agency. Under the SDI plan, short-term disability benefits are paid based on a formula set by the state. Benefits are subject to deductions or offsets by amounts received as worker's compensation benefits during the same period of disability.

More details about the SDI plan and benefits paid under the plan are available to eligible employees from Employee Services.

ARTICLE 15 - BARGAINING UNIT FACULTY MEMBER DEVELOPMENT

Bargaining unit faculty will be eligible to apply for funds from the Northeastern professional development fund according to the same application process used by Northeastern for other part-time faculty.

ARTICLE 16 - GRIEVANCE AND ARBITRATION

Section– Definition of a Grievance

A grievance is defined as an allegation by a bargaining unit staff member, the Union, or the University there has been a breach of the terms of this Agreement. Each grievance shall, either initially or no later than Step 2, be in writing or by email and shall specify the identity of the grievant or class of grievants, the date of alleged violation of the Agreement, the provision(s) alleged to have been violated, any facts supporting the alleged violation of each provision(s) alleged to have been violated, and the relief requested by the grievant or class of grievants.

Section– General Provisions

A prompt and efficient method of settling grievances, as herein defined, is both desirable and necessary whether informally or through this process. This is the sole and exclusive procedure for the resolution of grievances arising under this Agreement.

Any reference to "days" shall mean calendar days, unless otherwise specified.

The filing or pendency of any grievance under the provisions of this section shall not prevent the University from taking the action complained of, subject however, to the final decision on the grievance by the arbitrator.

All time limits contained in this Article may be extended by mutual written agreement of the parties.

Should a party submit a request for information pertinent to a particular grievance, the parties shall discuss whether it is necessary to toll said grievance's time limits.

If the grievant fails at any step of these procedures to appeal a grievance to the next step within the specified time limits, the grievance will be deemed settled in accordance with the decision rendered at that step.

A Union representative will be permitted to be present in all proceedings where a bargaining unit staff member is required to be present with regards to a grievance filed under this article.

Section– Grievance Procedures

(A) Step 1

1. General Grievances

A bargaining unit staff member (“grievant”) or union having a grievance may, within ten (10) days following the act or omission giving rise thereto, or the date on which the grievant knew or reasonably should have known of such act or omission, whichever is later, by presenting the grievance to their Supervisor. The grievant shall first send an email to the Supervisor and Human Resources to request to schedule a meeting “as a Step One Grievance” or words to that effect, mentioning “grievance.” This meeting is intended to provide an opportunity to discuss the matter and resolve the grievance informally. Regardless of the outcome of this meeting, the Supervisor or Human Resources shall issue a written response-to the grievant within ten (10) days following the date of the meeting of the grievance at the Oral Step (Step 1) in which the Supervisor communicates the position of the Supervisor and the resolution. Failure to send a response within ten (10) days shall entitle the grievant to proceed to Step 2.

2. Grievances Concerning Discharges

In the event the grievance concerns a discharge, the Step 1 shall be omitted and the grievance must be presented in writing to the Department Head and copied to Human Resources and the Union within seven (7) days following the discharge or the grievance will not be considered. In the case of a discharge, the College gives written notice to the Union when it gives written notice to the employee.

(B) Step 2

If the grievance is not resolved at Step 1 or no response is received within the 10-day period in Step 1, the grievant may appeal the grievance to Step 2 in writing if not already reduced to writing at Step 1. In order to proceed at Step 2, Step 2 appeals must be filed within fourteen (14) days of receipt of

the Step 1 response, or within fourteen (14) days of the deadline for the Step 1 response, if none was received. In order to file a written grievance, the Grievant must identify the act by the University, the date on which it occurred or was discovered, which Articles of the CBA are violated, and the relief and/or remedy sought.

If the grievance is filed within the time limits, Human Resources shall schedule a meeting of HR and management with the staff member and their Union representative. Efforts will be made to hold the meeting within fourteen (14) working days from receipt of the Step 2 grievance for the purpose of discussing the facts and viewpoints on the merits of the grievance to see if they can resolve the grievance. Human Resources shall respond to the Union in writing within fourteen (14) days of the meeting.

If Human Resources fails to respond within fourteen (14) days of the meeting, the grievance may proceed to Step 3.

(C) Step 3: Grievance Committee

If a grievance has not been resolved at Step 2, appeals to Step 3 may occur by filing a Step 3 request with the Grievance Committee which shall consist of four representatives designated jointly by the parties, with two University and two Union representatives serving. The Step 3 filing must take place within ten (10) days of receiving a Step 2 decision from Human Resources, or within 10 days of the 14-day Step 2 response period expiring. Upon a timely appeal to Step 3, the Grievance Committee shall convene within ten (10) days to attempt to arrive at a recommended resolution of the grievance and if a resolution is reached, will communicate the recommended resolution to the grievant in writing, with copies to the Union Steward and Human Resources. The parties agree that recommendations by the Committee or statements made during Committee deliberations will not be admissible as evidence in formal grievance proceedings or at arbitration.

The Union may file for arbitration within thirty (30) days of the date of the Grievance Committee's recommendation.

(D) Arbitration

Arbitration may proceed if the timelines for arbitration filing outlined above are met, except that the parties agree that inability to meet the timelines due to illness, medical issue or death in the family, shall be excused and the parties agree to discuss what timeline should apply in any such instances.

1. Selection of Arbitrator

Within thirty (30) days of the demand for arbitration, the Union and the employer shall jointly select the arbitrator to hear and determine the issues. The Parties agree to obtain a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service ("FMCS") for each grievance advanced to arbitration. If the Parties are unable to mutually agree to an arbitrator by mutual agreement from the list of names provided by the FMCS, each party shall be permitted to strike up to three (3) names and rank the remainder. The FMCS will select the arbitrator based on the parties' rankings, alternately strike names from the list; the first party to strike shall be determined on an alternate basis. The Parties agree to split any fees imposed by the FMCS for providing a panel of arbitrators.

2. Costs of Arbitration

The fees and expenses of the arbitrator, and the cost of any hearing transcript, shall be borne equally by the Union and the College.

3. Scope of Arbitration

Unless otherwise mutually agreed, each arbitration hearing shall deal with no more than one (1) grievance.

4. Authority of Arbitrator & Scope of Decision

The Arbitrator shall have no power to add to, subtract from, modify or disregard any of the provisions of this Agreement. The decision of the Arbitrator shall be final and binding on the parties, although each side retains whatever rights it has under law to challenge the decision and award. Jurisdiction shall extend solely to claims of violation of specific written provisions of the Agreement and involve only the interpretation and application of the Agreement. The decision and award shall be based upon briefing by the parties, oral summation or relevant motions as applicable.

5. Timing of Arbitration

Subject to the calendars of the arbitrator selected, the attorneys and the witnesses, arbitration will begin at the earliest feasible date.

ARTICLE 17 - COMPENSATION

The minimum per-credit hour rate for all courses as of January 1, 2023 shall be \$2250.

Effective January 1, 2024, the per-credit hour minimum rate shall increase 3%. Effective January 1, 2025, the per-credit hour minimum rate shall increase 3%. The University in its sole discretion may pay a per-credit rate above the minimum. Any granting or not granting of a particular per-credit rate shall not be subject to arbitration.

Any bargaining unit faculty member receiving a per credit rate of pay above \$2250 will continue to receive that rate until the minimum increases to an amount greater than their rate.

Co-teaching

When there is more than one faculty member teaching one course, the course compensation rate shall be divided according to percentage of responsibility, as agreed to in advance by the academic unit and faculty members.

It is agreed by the Union and the University that all bargaining unit faculty employed and compensated pursuant to the terms of this Agreement are classified as professional employees and were and are exempt under California Labor Code Section 515.7. This provision shall not survive the expiration of this CBA unless agreed to by the parties in writing.

Course Cancellation Payments

If an accepted course or section assignment is canceled or reassigned and no equivalent alternative assignment is made to the faculty member during the same semester, that faculty member will receive a course cancellation payment of 75% of the amount the faculty member would have been paid had they taught the course. The foregoing shall not apply to a reassignment or cancellation of an accepted course due to disciplinary reasons.

In addition, for each week in which the faculty member teaches by or before the date of notice of cancellation, the University will pay that faculty member's weekly salary for that course.

Miscellaneous

In accordance with California law, bargaining unit members who are asked by the University in writing and approved by the Dean to perform additional, non-course related duties shall be compensated as following:

1. First Year Writing Program stipend: \$750/semester.
2. Academic advising: \$75/student/semester.
3. Writing a letter of recommendation for a student who during a prior academic year has been a course-registered student of the writer, when copy is provided to Office of Provost: \$50.
4. Substitute Class Teaching: (1) for assignments in excess of two full weeks of class teaching, paid at on a pro-rata basis (17-week semester definition inclusive of course prep and grading period); (2) for classes of two hours or less, \$50 per class, and for classes of more than two hours, \$100 per class.
5. Non-teaching/learning-related assessment, committee work, and/or departmental work will be paid at a rate of \$65/hour (paid in quarter hour increments) and performed for the amount of time stated in the written assignment from the Office of Provost. Bargaining unit faculty will be required to maintain accurate records of time spent performing such work.
6. Directed Study Assignment: Directed study assignments may be made in Fall, Spring or Summer terms; the University will pay \$265 per student per credit. The University may choose to compensate as directed study if it decides to cancel the teaching of a course due to under-enrollment of students.
7. Other: In consultation with the Labor Management Committee, the Provost may identify other special responsibilities and shall pay a stipend that is calculated on the basis of a rate of \$65/hour for the specific tasks that are assigned and performed.
8. Training for Per Course Faculty: As effective course delivery by the unit faculty necessarily requires some participation in training on matters of legal compliance, effective pedagogy, technology and the like, the University can require a per course unit faculty to participate in these exercises during the time period of the semester in

which they are teaching; provided that the University shall pay a training stipend in the amount in the amount of \$150 for each semester in which the University does so and shall not exceed approximately three trainings.

9. Stipends that are part of departmental or program grants or otherwise encumbered funds will be paid according to the terms of the grant.

The performance of any of the above services are not and shall not be exclusive to bargaining unit faculty members.

Upon ratification, union duties consisting of representation of members in investigatory meetings, attendance at grievance meetings, or Labor-Management Committee meetings will be paid at a rate of \$65/hour. Preparation time for attendance at any such meetings shall be limited to one hour.

During negotiations for a successor contract, up to three members of the bargaining team will be paid \$65 per hour.

ARTICLE 18 - OFFICE SPACE AND SUPPORT

Section 18.1 – Office Space

The University shall make reasonable efforts to provide designated space during an academic year for all bargaining unit faculty members who are scheduled to teach at least three classes during the academic year as set forth in the Letter of Appointment. This designated space shall identify the bargaining unit faculty member as an occupant.

The University shall make reasonable efforts to provide all other bargaining unit faculty members access to space during the period of their appointment that is sufficient to allow student conferences.

In all cases, designated space may be provided on a space available basis.

Section 18.2 – Access to Other Services

All bargaining unit faculty members under a current letter of appointment shall receive:

- A faculty ID that entitles them to library access;
- Departmental photocopying availability for University purposes; and
- While on campus, but not necessarily in the bargaining unit faculty member's designated space, access to a computer (or other comparable electronic device) supplied and maintained by the University.

Section 18.3 – Access Over University Break

Bargaining unit faculty members who have an expectation of future or continued employment shall continue to have access to their designated space, to their University email, Faculty ID (including library access) and to photocopying for University-related purposes over College breaks. For the purposes of this Article, an expectation of future employment may include, but is not limited to:

- Letter of Appointment; or
- Identification on the schedule for the upcoming term.

ARTICLE 19 - NO STRIKE/NO LOCKOUT

- (A) The Union agrees that it will not call, instigate, engage or participate in, encourage, approve, or endorse, any strike; sympathy strike; sit-down; slow-down; withholding of or delaying any grades, academic evaluations, or other required documents as a form of concerted activity (as defined under the National Labor Relations Act). Any employee engaging in any conduct prohibited by this Article may be subject to immediate disciplinary action, up to and including discharge.
- (B) The University agrees that during the term of this Agreement, it shall not lock out any of the employees covered by this Agreement.

ARTICLE 20 - PERFORMANCE ASSESSMENT

The University shall have the right to evaluate the performance of any bargaining unit employee during a semester.

Any evaluation will be completed by the close of the next academic semester. The bargaining unit faculty member will be given one week notice of any classroom observation that is part of the standard performance assessment process..

Bargaining unit faculty may choose to provide a written response to trace evaluations.

Evaluations are not subject to the grievance and arbitration process. The Union may grieve the discharge of a bargaining unit employee, subject to the just cause standard, but it may not grieve the content of any evaluation that may have led to the employee's discharge.

ARTICLE 21 - MANAGEMENT RIGHTS

The Union recognizes the right of the University to operate and manage the University. All rights, functions, prerogatives and discretions of the 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:

- a plan, determine, modify, direct and control the University's mission, programs, objectives, activities, resources, and priorities;
- b determine, install, introduce, modify, remove, discontinue or end any method, procedure, policy, material, equipment, and operation used or to be used by employees;
- c direct and control operations;

- d determine the quality and quantity of work to be performed;
- e determine, increase, decrease or otherwise change the number, qualifications, scheduling, course load, hours, location, classification, responsibilities and assignment of employees;
- f determine all matters relating to recruiting, hiring, training, transferring, promoting and laying off employees;
- g establish, maintain, modify, enforce, abolish and require employees to observe standards and methods of performance, conduct, order, and safety;
- h establish, maintain, modify, enforce, abolish and require employees to observe work rules, regulations, policies, and procedures;
- i expand the University and its operations and businesses by acquisition, merger or other means;
- j meet and discuss with employees issues of University or employee concern;
- k open, close in whole or in part, consolidate, reorganize, relocate and expand any of the University's facilities;
- l lease or sell any of the University's facilities, operations, businesses or assets, in whole or in part, at any time;
- m alter, extend or discontinue existing equipment, facilities, programs and location of operations, including but not limited to determining whether the whole or any part of its equipment, facilities, programs or operations shall continue to operate;
- n establish, reduce, alter, combine or discontinue any job classification, department, unit, operation or service, or portion thereof;
- o assess and evaluate employees, determine the content of assessments and evaluations, and determine the processes and criteria by which employees are assessed and evaluated, including but not limited to determining whether peers, unit heads, students and/or others shall assess and evaluate employees;
- p discipline employees up to and including discharge, for just cause;
- q establish or modify the academic calendars, including holidays and holiday scheduling;
- r determine who is taught, what is taught, how it is taught and who does the teaching, including but not limited to assigning courses once taught by members of the bargaining unit to individuals outside of the bargaining unit;
- s determine all matters relating to student admissions and enrollment;
- t introduce new methods of instruction;

u exercise sole authority on all decisions involving academic matters, including but not limited to establishing or changing curriculum, establishing or changing standard syllabi for courses with multiple sections and establishing uniform grading rubrics and student performance standards;

v exercise all rights, functions, prerogatives, and discretions granted by applicable law;

w establish, change, modify and cancel courses, including but not limited to converting a course to a directed study and canceling one or more sections of a particular course; and

x appoint employees to full-time positions and positions that provide instruction exclusively online which are not covered by this Agreement and are outside of the bargaining unit described in Article 1 -Recognition.

If an exercise of management rights by the University affects the working conditions of bargaining unit members, the University will meet with the Union upon written request to bargain over the effects of that decision.

ARTICLE 22 - DISCIPLINE & DISCHARGE

A bargaining unit faculty member may be disciplined or discharged for just cause.

In the event of performance issues, misconduct or violations of University policy, a bargaining unit faculty member will generally be progressively disciplined, but the University may warn, reprimand, demote, suspend or discharge bargaining unit faculty members without first providing progressive discipline if the circumstances, particularly those demonstrating serious misconduct, so warrant.

Subject to the specific restrictions contained in this Agreement and consistent with any obligations under federal labor law, the University retains the exclusive right to terminate a bargaining unit faculty member for cause. A termination for cause is a grievable event under Article 16.

Signature Page

The undersigned below hereby agree to the above terms. This agreement became effective upon ratification and shall continue in full force and effect until June 30, 2025.

DATE:

DATE:

SEIU 1021:

Northeastern University

DocuSigned by:
David Canham
35487423365A4D2...

DocuSigned by:
Thomas Nedell
FF082479C14A4DA...

David Canham

Thomas Nedell Sr. Vice President for Finance and Treasurer and Chief Financial Officer

DocuSigned by:
Nato Green
D48C50B94567464...

Nato Green

DocuSigned by:
Kaden Kratzer
33C143C7E89E417...

Kaden Kratzer

DocuSigned by:
Camille Kaslan
B78E60014C3A4A3...

Camille Kaslan

DocuSigned by:
David Buuck
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David Buuck

APPENDIX A NORTHEASTERN PART-TIME FACULTY MEMBER BENEFITS

Health Insurance. The University shall provide Faculty Members who work an average of thirty (30) hours or more per week with health insurance in accordance with the Affordable Care Act (ACA) along with other similarly situated employees. The University will apply a twelve (12) month look back period from November 1 of each year through October 31 of each year and will calculate each Faculty Member's hours of service during such look back period based on the total number of course credit hours taught during an academic term. Specifically, for the lookback period of November 1, 2021 through October 31, 2022, hours of service for Faculty Members will be determined by multiplying the total number of course credits taught in an academic term times three and one half (3.5), which is intended to capture both course and non-course related duties.. Thereafter, hours of service for Faculty Members will be determined by multiplying the total number of course credits taught in an academic term times three (3), plus actual hours worked for non-course related duties. The product shall be the number of hours of service per week that will be credited to a Faculty Member for that academic term. Faculty Members shall be credited with hours of service for any employment break period of at least four weeks at a rate equal to the average weekly rate at which the Faculty Members was credited during the weeks in the look back period that are not part of the employment break period. If a Faculty Member teaches during the summer academic term, such Faculty Member shall be credited with hours of service for the summer academic term at the greater of (a) the average weekly rate at which the Faculty Member was credited during the weeks in the look back period that are not part of the summer academic term or (b) the hours of service provided during the summer academic term as determined by the methodology described above. Hours of service for Faculty who taught for Mills College during the 2021-2022 academic year shall be counted in the look-back calculation.

The University will contribute 50% toward the premium cost of coverage. Eligible Faculty Members shall be offered the same plans options as other similarly situated faculty and staff at the University.

Basic Retirement Plan. All Faculty Members are eligible to participate in the University's basic retirement plan on the same terms and conditions as other part-time employees in accordance with the terms of the basic retirement plan. Generally, Faculty Members are eligible to participate in the plan after completing two years of service in which they complete 1,000 or more hours of service per year. The University provides a contribution of 10% of eligible compensation to eligible Faculty Members who participate in the plan, provided the Faculty Member contributes 5% of eligible compensation. Faculty who taught for Mills College during the 2021-2022 academic year shall be eligible to participate in the University's basic retirement plan as of their first day of employment during the fall 2022 academic term with the University.

Supplemental retirement plan. All Faculty Members are eligible to participate in the supplemental retirement plan in accordance with the terms of the supplemental retirement plan. Faculty Members are eligible to participate in this plan upon their date of hire at the University. This plan allows Faculty Members to contribute pre-tax income toward their retirement. Faculty who taught for Mills College during the 2021-2022 academic year shall be eligible to participate in the University's basic retirement plan as of their first day of employment during the fall 2022 academic term with the University.

Tuition benefits for Faculty Members, spouses and dependents. After a Faculty Member has taught for six academic terms, a Faculty Member shall be eligible for a tuition benefit to cover one course per academic term (up to a maximum of four credit hours) in an academic term in which the Faculty Member has been assigned to teach. The Faculty Member's benefit may be transferred to a spouse or domestic partner. In the event a Faculty Member is unable to use the tuition benefit during the academic term in which he or she is teaching, the Faculty Member may use the benefit in the following academic term. The University also provides a scholarship to the dependent children of Faculty Members who are currently employed by the University and have at least ten years of service. The scholarship must be used during an academic term in which the Faculty Member is teaching at the University. The scholarship is one-fourth of the standard tuition charge for full-time students, and up to four credit hours per academic term for part-time students, in programs leading to a degree in any of the University's colleges or graduate schools, up to and including the master's degree.

The above six-academic term waiting period shall not apply to Faculty who taught for Mills College during the 2021-2022 academic year, qualified for Mills College tuition benefits, had dependents receiving tuition benefits with Mills College during the 2021-2022 academic year, and are teaching with the University during the fall 2022 academic term.

APPENDIX B

This letter sets forth the agreement between Northeastern University (“Northeastern”) and SEIU Local 1021 (the “Union”) regarding medical benefits for certain part-time faculty. Specifically, this letter applies only to the employees listed below who meet the following criteria: (1) they had been employed by Mills College prior to the July 1, 2022 merger; (2) they are currently teaching at the Oakland campus; and (3) they are eligible for medical coverage under the Mills plan in calendar year 2022. These employees are referred to “Legacy Mills Eligible Employees.”

1. Legacy Mills Eligible Employees shall be treated as eligible for medical coverage under Northeastern’s medical plan for calendar year 2023 and shall be provided an open enrollment packet.

2. Provided that a Legacy Mills Eligible Employee elected medical coverage under Northeastern’s medical plan for calendar year 2023, Northeastern agrees to treat such employee as being eligible for medical coverage in calendar year 2024, provided that the employee taught a total at least three courses of at least three credits over the prior spring and fall terms in calendar year 2023.

3. Provided that a Legacy Mills Eligible Employee elected medical coverage under Northeastern’s medical plan for calendar year 2024, Northeastern agrees to treat such employee as being eligible for medical coverage in calendar year 2025, provided that the employee taught a total of at least three courses of at least three credits over the prior spring and fall terms in calendar year 2024.

4. For the avoidance of any doubt, a Legacy Mills Eligible Employee who fails to elect medical coverage for calendar year 2023 will no longer be subject to this letter. Likewise, a Legacy Mills Eligible Employee who fails to elect medical coverage for calendar year 2024 will no longer be subject to this letter.

5. A Legacy Mills Eligible Employee shall be responsible for 50% of the monthly premium cost of medical coverage.

6. Any dispute under this side letter shall be subject to the grievance and arbitration process of the collective bargaining agreement.

7. This letter shall expire upon the expiration of the collective bargaining agreement.

Adam Parker
Becca Josephson
Camille Kaslan
Charlene Betts-Ng
David Buuck
Jasmin Ansar
Kevin Chen

Kija Lucas
Maryam Farahmand
Neha Dave
Samara Halperin
Sandra Ono
Seth Barad
Victoria Forrester

APPENDIX C

This letter is intended to summarize the agreement between Northeastern University (“Northeastern”) and SEIU Local 1021 (the “Union”) regarding non-tenure track, full-time faculty teaching at the Oakland campus (“Oakland NTT Faculty”) who had been in the bargaining unit prior to the July 1, 2022 merger of Northeastern and Mills College (“Mills”). Based on information provided by Mills, Northeastern understands that there are a limited number of Oakland NTT Faculty impacted. The parties agree to the following regarding the treatment of the Oakland NTT Faculty:

1. The Union disclaims any interest in representing the Oakland NTT Faculty and agrees that they shall no longer be in the bargaining unit with part-time lecturers.

2. Northeastern agrees that the Oakland NTT faculty shall have the same rights, obligations, and protections as other full-time non-tenure track faculty at Northeastern University as dictated by the Faculty Handbook. In the event that there are administrative prerequisites to extending the existing Faculty Handbook to Oakland NTT Faculty, Northeastern agrees to mirror and apply the rights, obligations and protections contained therein to the Oakland NTT Faculty to the extent practicable until such time as the administrative prerequisites are satisfied.

3. Upon the extension of the Faculty Handbook to Oakland NTT faculty, they shall have the same opportunities to participate in university governance as other full time non-tenure track faculty.

4. Northeastern’s expectation is that Oakland NTT faculty shall teach a full-time course load of typically three courses in the fall semester and three course in the spring semester and shall undertake service to the university, in accordance with the Faculty Handbook and College or Department need.

5. In the event that an Oakland NTT Faculty member permanently ceases to teach a full-time course load but continues to teach at least one credit-bearing course, then such faculty member shall return to the bargaining unit as an Adjunct Professor, provided that the faculty member is not otherwise excluded from the unit. The per credit rate of pay for such adjuncts will be 90% of their then-applicable annual salary as a FTNTT faculty divided by twenty-four (24). For the avoidance of doubt, leaves of absence shall not cause an Oakland NTT Faculty member to return to the bargaining unit. Seniority for an Oakland NTT Faculty member who returns to the bargaining unit shall be determined based on their hire date by Mills without regard to any period of time spent outside of the bargaining unit. Seniority for other full-time faculty who may become bargaining unit members in the future shall be determined based on the date on which they enter the bargaining unit.

6. Any dispute under this side letter shall be subject to the grievance and arbitration process, except that an arbitrator shall have no authority to set terms and conditions of employment for Oakland NTT Faculty, shall have no authority to decide any issues arising under the Faculty Handbook or interpret any term of that handbook, and shall have no authority to decide any issue arising under paragraphs 2 and 3 of this letter.