

**TENTATIVE AGREEMENT
BETWEEN NORTHEASTERN UNIVERSITY AND
SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 1021**

Northeastern University and Service Employees International Union, Local 1021 hereby enter into this Tentative Agreement to modify the existing collective bargaining agreement effective for the period July 1, 2022 through June 30, 2025, as extended by mutual agreement between the parties and amended, as set forth below. The terms of this Tentative Agreement shall be incorporated into a draft Memorandum of Agreement between the parties, which shall be subject to ratification by the union and approval by the university.

Article 1, 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 hybrid or on-ground courses 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.~~

Article 12, Section 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, provided that part-time faculty shall be removed from probation for any course that has been taught three (3) times over three (3) academic terms.

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.

Article 12, Section B – Timelines 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 than 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.

Article 12, Section 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 50% 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.

Article 12, Section E – Loss of Course Seniority

Amend to include a new subsection (d) as follows:

Bargaining unit members who inform the university that they have decided not to teach a course after it has already been accepted by them shall lose Course Seniority in the course, or any credit earned toward Course Seniority in the course, as applicable. Exceptions shall apply for a medical condition or family emergency that precludes teaching for the term, or other situations approved by the Dean, provided that any denial by the Dean of a request shall not be subject to the grievance procedure.

Article 17 – Compensation

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

Effective January 1, 2026, the per-credit hour minimum rate shall increase by 2% to establish

a new minimum per-credit hour minimum rate. The new per-credit hour minimum rate shall be \$2,435.76. Any bargaining unit faculty making above \$2,435.76 will receive a 2% increase to their per-credit rate. 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.

If the University provides any merit increase for University divisions during FY 27 and FY 28, the per-credit hour rate minimum shall increase by that same amount effective January 1, 2027 (for any FY27 merit determination) and January 1, 2028 (for any FY28 merit determination). Any bargaining unit faculty member making above the per-credit hour minimum rate shall receive the same increase.

Article 17 - 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:

First Year Writing Program stipend: \$750/semester.

Academic advising: \$75/student/semester.

~~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.~~

~~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.~~

~~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.~~

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.

~~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.~~

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.

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.

The compensation for miscellaneous services not identified above that are performed by faculty members shall be determined by written agreement between the faculty member and the University. If no such agreement is reached on compensation for performing miscellaneous services, a faculty member shall have the right to refuse to perform such services.

Article 22 – Discipline and 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. Termination of an assignment due to poor performance shall be for

just cause. It is understood that just cause in such a case shall exist where a faculty member has been counseled on performance issues, and the same issues have continued.

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.

Appendix B

Delete.

Article 14 - Health and Welfare Benefits, 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. To the fullest extent permitted, this agreement shall operate to clearly and unequivocally waive any provisions of the Oakland Paid Sick Leave Ordinance and the San Francisco Paid Sick Leave Ordinance.

Appendix A – Changes Effective for the 2027 benefits year.

Health Insurance. The University shall provide Faculty Members who teach at least 24 credit hours per year with health insurance in accordance with the Affordable Care Act (ACA) along with other similarly situated employees. Beginning in 2026, the University will apply a twelve (12) month look back period from November 1 of each year through October 31 of each year to calculate each Faculty Member's eligibility. 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.

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. The parties agree that this provision shall not act as a waiver of any impact bargaining obligation.

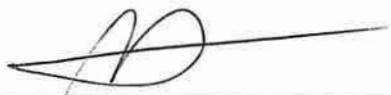
For Northeastern University,



Scott Merrill
Vice President, Labor Operations
Northeastern University

Dated: 1/15/26

For the Service Employees International Union, Local 1021



Matt Kennedy
Field Representative
SEIU, Local 1021

Dated: 1/15/26