

**Contract between the Affiliated Faculty of Emerson College, American  
Association of University Professors (AFEC-AAUP) and Emerson College**

**April 21, 2015– June 30, 2019**

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### **Preamble**

The purpose of this Agreement, entered into 21st day of April, 2015 by and between Emerson College (herein referred to as the “College”) and the Affiliated Faculty of Emerson College, American Association of University Professors (herein referred to as the “Union”), is to set forth wages, hours, terms and conditions of employment for the bargaining unit set forth below at Article 1.

This Preamble or any provisions thereof are not subject to the provisions of Article 8, Grievance Procedure and Arbitration.

### **Article 1**

#### **Recognition**

The College recognizes the Union as the exclusive bargaining representative of the unit certified by the National Labor Relations Board in Case No. 1-RC-21, 313 as set forth below:

All regular part-time teaching faculty, hereinafter referred to as “Affiliated Faculty Members,” employed during the academic year to teach at least one (1) course of no less than three (3) credits in the Day School or the Professional Studies and Special Programs (“PSSP”) at the College’s Boston, Massachusetts campus, but excluding all full-time faculty, full-time faculty with fixed-term appointments, emeritus faculty, music lesson faculty, accompanists, graduate students, teaching assistants, academic deans, academic department chairs, administrators, staff employees, librarians, library employees, coaches, confidential employees, all other employees, guards and supervisors as defined in the Act.

This Article or any provisions thereof are not subject to the provisions of Article 6, Grievance Procedure and Arbitration.

## **Article 2**

### **Academic Freedom**

**2.1** Affiliated faculty members are entitled to academic freedom in the classroom to teach effectively their subject, consistent with the academic requirements of the College, but they must be careful not to introduce into their teaching irrelevant matter or controversial matter which has no relation to their subject.

**2.2** Affiliated faculty members are citizens, members of a learned profession, and employees of an educational institution, the College. When they speak or write, they are under an obligation to be accurate, to exercise appropriate restraint, to show respect for the opinions of others, and to make it clear that they are not speaking for the College.

## **Article 3**

### **Faculty Status**

#### **3.1 Faculty**

The College and the Union recognize that part-time faculty have a significant role in the institutional life of the College and education of its students. Acknowledging that there will be substantial numbers of part-time faculty whose employment by the College will be limited in scope and duration, the parties also understand that there are part-time faculty who have established and will establish a longer-term relationship with the College and who have made and will make a strong commitment to the College, its students, and its educational mission.

#### **3.2 Notification of Reappointment**

Affiliated faculty shall receive notification of appointment or reappointment by July 15 for the Fall Semester and by December 15th for the Spring Semester. An affiliated faculty member in Salary Step 3, 4 or 5 who is not reappointed will be provided with the reason for non-reappointment in writing by the dates above. The decision by the College not to appoint or reappoint an affiliated faculty member is not subject to Article 6, Grievance and Arbitration, except as otherwise provided in this Agreement.

The notification to the affiliated faculty member of an appointment for a given semester shall include the number of credits that the affiliated faculty member has already taught at the College. If the affiliated faculty member disagrees with that number, s/he must file an appeal with the Executive Director of Academic Affairs over that determination within 10 business days of his/her dated signature on the returned contract or shall be deemed to have waived any complaint over the College's number for the purposes of pay for that semester or for claims of

back pay and compensation. If the affiliated faculty member files such an appeal and her/his number of credits is in fact the correct number, the College will adjust the record and, if the adjustment results in placing the affiliated faculty member in a higher step on the salary schedule, the College will make any necessary adjustment in pay for that current semester and for future semesters.

### **3.3 Length of Appointment**

Faculty at Step 1 shall receive appointments for one semester. Faculty at Steps 2 and 3 shall receive appointments for two consecutive semesters. Faculty at Steps 4 and 5 shall receive appointments for four consecutive semesters.

Faculty at Step 5 shall receive appointments for six consecutive semesters.

### **3.4 On-Campus Offices and Equipment**

Affiliated faculty members who are teaching shall have access to copy machines and office space, a locked desk or file cabinet, on-campus voice mail accounts, and an Emerson e-mail address.

### **3.5 Personnel File**

**3.5.a** The College shall keep a personnel file for each affiliated faculty member. The personnel file should contain records of peer evaluation, student evaluation, reflective statements, rebuttals, dean/chair notes to the faculty member, dean/chair evaluative documents, disciplinary actions, the faculty member's resume, and any other documentation relating to the faculty member's employment.

**3.5.b** Affiliated faculty have the right to review their personnel files upon five (5) business days' written notice. A representative of the Union may accompany the employee in this review, and the review shall be conducted during normal business hours and in the presence of a designated employee of the College if the College so chooses. The affiliated faculty member may have material from the file photocopied at the College's cost per page. No one may remove any material from the file. The right of review does not extend to pre-employment information (e.g., letters of reference, reference checks and responses), or information provided to the College with the specific request that it remain confidential.

### **3.6 Discipline and Termination**

#### **3.6.a Just Cause**

i. As used in this Agreement, “termination” shall refer to the discharge of an affiliated faculty member prior to the expiration of his or her appointment or prior to a planned appointment under Section 3.3. Nothing herein shall preclude the College from terminating an affiliated faculty member at any time for just cause, in which case the affiliated faculty member shall only be entitled to receive payment for the classes taught up to the date of the termination. Further, the College may not discipline an affiliated faculty member of the bargaining unit except for just cause. Disciplinary action or termination shall be subject to the grievance procedure provided for in Article 6.

ii. Recognizing that it is not possible to list every potential reason for disciplinary action, the parties agree that just cause includes, but is not limited to, the following illustrative list, any one of which can result in discipline up to and including immediate discharge.

- Failure to meet at least two (2) classes during a semester without prior written approval by the Department Chair. Written approval by the Department Chair may be obtained after the absence if said absence is necessitated by a last minute illness, accident or personal need so long as the Department Chair receives prior notification of the absence in writing (which includes e-mail and fax);
- Failure to complete and turn in mid-term or final grades in a timely manner, without prior written approval by the Registrar;
- Conviction for any felony or entering a plea of guilty or *nolo contendere* to a felony charge;
- Sexual harassment of a student, an affiliated or full-time faculty member, College employee, or visitor; or any other violation of the College’s Policy Against Discrimination, Harassment and Retaliation or any other College policy dealing with non-discrimination.
- Assault or battery of a student, an affiliated or full-time faculty member, College employee or visitor;
- Plagiarism at any time in a faculty member’s career;
- Submission of falsified information to the College;
- Violation of the College’s Policy on Alcohol and other Drugs, or related policies.

- When carrying out Union business, use of an account/code number different from the account/code assigned to the Union.

### **3.7 Representation**

When the College meets with an affiliated faculty member for the purpose of imposing disciplinary action or termination or when such meeting might lead to the imposition of disciplinary action or termination, the faculty member has the right to have a Union representative present at such meeting.

### **3.8 Notice of Full-Time Position**

- All notices of open full time faculty positions will be recorded through People Admin.
- Any qualified affiliated faculty member who applies for such a position will receive fair consideration for open full time positions.
- All hiring committees for full time faculty positions will be instructed in writing by the College that they should give fair consideration to qualified affiliated faculty members who apply for open full time faculty positions.
- The College agrees that any affiliated faculty member who applies for a full time faculty position and who makes the short list as determined by the hiring committee will be given a telephone interview by a member or members of the hiring committee. The decision by a hiring committee as to which applicants make the short list shall not be grievable nor is the decision by the College as to who shall be hired for the position.
- The “short list” as used in the section above is the list of those candidates remaining after the elimination of other candidates by the hiring committee following their initial review of all resumes and applications, i.e. those who may be considered after the next cut for initial committee interviews, usually by Skype or phone. If an affiliated faculty member makes this short list, s/he will be given at least a telephone interview as provided above.

### **3.9 Assignments**

- Any affiliated faculty member who is interested in teaching for a given semester may complete and submit electronically a teaching availability form (to be developed by the College) indicating his or her availability for assignments for an upcoming semester which shall include the days of the week s/he can teach; which days or times the unit member cannot teach; the number of courses/credits s/he would like to teach; and a list of courses that s/he may be interested in teaching. If the affiliated faculty member’s

availability changes, it is his/her responsibility to inform the department or program in a timely manner.

- b. The form, which shall be designed by the College, shall also include a web link to the procedures for development of new course proposals; what is required for submission; and information on the approval process.
- c. Such availability form should be submitted no later than December 1 of the preceding academic year for the subsequent Fall semester and no later than September 1 for the subsequent Spring semester. The affiliated faculty member shall submit the form to the appropriate department chair for her/his use in determining the upcoming course assignments.
- d. It is understood that the receipt of a teaching availability form by the College does not obligate the College in any way to provide an appointment or a particular assignment to the affiliated faculty member, nor does the submission of the form guarantee either the schedule or number of credits sought by the faculty member.
- e. Completion of these forms is voluntary for affiliated faculty members. They shall not be excluded from course assignments solely due to not submitting a form.

## Article 4

### Salary and Benefits

**4.1** Effective with the Fall semester 2014 and continuing through the Spring semester of 2019, the minimum wage per credit paid by the College to faculty members shall be as set forth in Table 4.1 below:

Table 4.1 Minimum Wage Per Credit

STEP	WR100 199	CC100- 199	VM,LF, LM MU,DA,CC LS,TH,JR, PA,	PH	WR200+ SC,HS, IN, PB LI	PS,SO	CD100-599 HC100-599 MT,HI	PL	EC	GM,MK, CD600+ HC600+ MB
1	\$1,125.28	\$1,159.30	\$1,261.60	\$1,295.72	\$1,329.80	\$1,363.90	\$1,397.99	\$1,466.21	\$1,670.78	\$1,773.08
2	\$1,241.11	\$1,279.34	\$1,391.18	\$1,429.38	\$1,467.55	\$1,504.38	\$1,542.58	\$1,617.59	\$1,842.62	\$1,955.85
3	\$1,357.16	\$1,397.99	\$1,522.13	\$1,563.05	\$1,603.95	\$1,644.86	\$1,685.79	\$1,769.01	\$2,015.85	\$2,138.61
4	\$1,473.11	\$1,518.03	\$1,651.69	\$1,696.69	\$1,741.70	\$1,785.35	\$1,830.36	\$1,920.38	\$2,187.72	\$2,321.36
5	\$1,589.04	\$1,638.04	\$1,782.63	\$1,830.36	\$1,878.10	\$1,927.20	\$1,974.93	\$2,070.40	\$2,359.56	\$2,504.14

Effective with the Fall 2015 semester, there will be a new grid to replace the above chart. See Appendix A

The salary chart will be adjusted by moving WR 100 up two columns and CC 100-199 up one column so that both are at the VM, LF, LM, MU, DA, CC, LS, TH, JR, PA column

By moving PH up one column to the LI, WR200+, SC, HS, PB and IN column;

By moving PS and SO up one column to the CD100-599, MT, HI column;

By moving PL and EC down to the CD100-599, MT, HI columns.

All faculty currently employed (as of the date of ratification) and teaching in PL and EC courses shall be grandfathered in at their current rates plus COLA and any raises.

**4.2** Starting the Fall 2015: Faculty members who have taught fewer than 48 credits shall be paid at Step 1. Faculty members who have taught 48 to 123 credits shall be paid at Step 2. Faculty members who have taught 124 to 187 credits shall be paid at Step 3. Faculty members who have taught 188 to 251 credits shall be paid at Step 4. Faculty members who have taught more than 251 credits shall be paid at Step 5. In the case of Communication Disorders courses taught at the College, numbered 600 or higher carrying three (3) credits, the number of credits taught shall be multiplied by 1.333 to calculate the appropriate wage step.

Except for those faculty exempted by a side letter, effective with the Fall 2015 semester, if an affiliated faculty member is teaching a 3 or 4 credit course during the periods covered under the unit definition, any 2-credit or 1-credit course taught by that faculty member shall also count in calculating the number of credits and Step level, benefit eligibility and all other employment provisions in the existing contract.

The administration will report all such 1- or 2- credit courses taught by unit members to the AFEC-AAUP for the purpose of verification.

Credits for courses taught while a faculty member held in a tenure line or term position shall count in calculating the number of credits and Step level, benefit eligibility and all other employment provisions in the existing contract. .

Any credit-bearing online courses taught by a faculty member during the Fall or Spring semesters shall also count in calculating the number of credits and Step level, benefit eligibility and all other employment provisions in the existing contract.

**4.3** Only credits taught in the Day School or the Professional Studies and Special Programs at the College's Boston, Massachusetts, campus shall be formally counted in determining the step at which a part-time member is paid. Credits taught at other institutions, credits taught in Emerson's summer school or when the faculty member held the status of

emeritus faculty, music lesson faculty, accompanist, graduate student, teaching assistant, academic dean, academic department chair, administrator, staff employee, librarian, library employee, or coach at the College shall not be counted.

**4.4** Faculty members who team-teach courses that require the presence of both faculty members for every session of the semester shall be awarded full course credit and salary. For example, if two such faculty members teach one four-credit course, each faculty member would be paid in full based on four (4) credits and would be awarded with four (4) credits. Faculty members who team-teach courses for which they are only required to teach a portion of the course and are not required to attend sessions they do not teach, shall be paid and awarded credits pro-rata based on the fraction of the course they teach. For example, if two such faculty members teach one four-credit course, with one faculty member teaching only the first half of the semester and the second faculty member teaching only the second half of the semester, each faculty member would be paid in full based on two (2) credits and would be awarded with two (2) credits.

**4.5** The College, in its sole discretion, may choose to pay certain qualified faculty members any amount greater than he or she is entitled to receive under this Contract of the number of credits they have taught at the College.

**4.6** If a course is cancelled, the affiliated faculty member scheduled to teach that course shall receive 5% of the course salary. The College shall cancel a course not later than the first day of class of the term established by the College.

**4.7. a. Chair of Master's Theses, Master's Projects, Senior Theses, or Writing Projects:** For serving as Chair of Master's Theses, Master's Projects, Senior Theses or Writing Projects, an affiliated faculty member shall be paid 1/10 of the salary that faculty member would be paid to teach a four (4)-credit course in the discipline of the respective thesis, master's project, or writing project. An affiliated faculty member may not serve as Chair of Master's Theses, Master's Projects, Senior Theses, or Writing Projects for more than two (2) theses or projects (combined) per semester.

**b. Master's Thesis and Master's Project Reader:** For serving as a Master's Thesis or Master's Project Reader, an affiliated faculty member shall be paid 1/20 of the salary that faculty member would be paid to teach a four (4) credit course in the discipline of the respective thesis or project. An affiliated faculty member may not serve as a Thesis or Project Reader for more than four (4) theses or projects (combined) per semester.

**c. Directed Study Supervisor, Honors Project Supervisor, Project Supervisor or Production Supervisor:** For serving as Directed Study, Directed Project, Honors Project, or Production Supervisor, an affiliated faculty member shall be paid 1/10 of the salary that faculty member would be paid to teach a four (4)-credit course in the discipline of the respective directed study or project. An affiliated faculty member may not serve as Directed Study or Project Supervisor for more than two (2) directed studies or projects (combined) per semester

Service as Chair of Master's Theses, Master's Projects, Senior Theses, or Writing Projects, or service as a Master's Thesis or Project Reader, or a Directed Study, Honors Project, Production, or Project Supervisor, shall not be counted toward the maximum credit limits outlined in Article 5, nor shall such service be counted for purposes of calculating salary Steps or health plan eligibility.

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**4.8** No affiliated faculty member shall suffer a decrease in his or her current pay rate because of the implementation of the above compensation schedule set forth at Table 4.1. The workload set forth at Section 5.1 is not to be considered in applying this section.

#### **4.9     Salary Increases**

- a. Each September during the term of this Agreement, beginning with September 2014, the College shall increase the salaries in Table 4.1 by the greater of (a) two percent (2%) or (b) the percentage change in the Boston CPI-U between May of the current calendar year and May of the previous calendar year, but in any event no more than four percent (4%)
- b. Effective with the Fall 2015 semester, there shall be the grid movement of disciplines delineated in Section 4.1 above.
- c. In addition, following the calculation of the cost of living adjustment of paragraph 4.9 (a), the College will add an additional \$115 to all course rates in the Fall of 2016 semester, in the Fall 2017 semester and in the Fall 2018 semester.
- d. Summer rates are set independently of the contract by the College. The rates above may or may not be used as summer rates in the College's discretion.
- e. Excellence in Teaching Awards.

Effective Fall 2015, and for each year of this Agreement, in addition to the \$1,000.00 Alan Stanzler Award for Excellence in Teaching given each year to an affiliated faculty member, the Chief Academic Officer will have up to an additional \$2,000.00 that she can use in her discretion to augment the award and/or give to other excellent affiliated faculty identified through the Gold Key Outstanding Teacher Awards process. The decision by the CAO not to augment the Stanzler Award and/or to not offer additional awards to any particular affiliated faculty member shall not be grievable.

#### **4.10     Medical and Dental Plans**

a. The College shall offer eligible faculty members medical plans through Harvard Pilgrim Health Care ("HPHC") and dental plans through Delta Dental Plan of Massachusetts or other plans offering substantially equal benefits.

b. Contributions by the College

1. The College shall pay fifty percent (50%) of the cost of each eligible faculty member's medical plan for individual plans and fifty percent (50%) for family plans, including coverage for the faculty member's dependents and for Domestic Partners (as defined in Section 4.10.g below).
2. The College shall pay one hundred percent (100%) of the cost of coverage under the Delta Dental Plan for the eligible faculty member. Eligible faculty members may choose to cover their dependents and, subject to approval by the plan provider, Domestic Partners (as defined in Section 4.10.g below) under the plan, in which case the faculty member shall pay the additional cost of said coverage.

c. Contributions by faculty members

Each faculty member who is eligible to participate in the College's health or dental plans and who timely elects to participate in such plans shall pay the difference between the cost of the faculty member's health plan and the contribution by the College under Section b above.

d. Eligibility

1. Affiliated faculty members eligible under Section 4.2 of this Agreement to be paid at Step Two or above are eligible to participate in the medical and dental plans only when they are employed to teach sixteen (16) credits during the academic year.
2. If an affiliated faculty member has received health or dental insurance benefits under this Article for two consecutive academic years, and is in danger of losing such benefit eligibility in the third academic year only, the College will nonetheless maintain health and dental insurance benefits for that third academic year, provided the faculty member teaches at least 12 (twelve) credits for that academic year. However, such affiliated faculty member will no longer be eligible for health and dental insurance benefits unless s/he teaches 16 (sixteen) credits in the following (fourth) academic year.

Going forward, any time the affiliated faculty member again teaches 16 credits and receives health or dental insurance for at least two consecutive years, s/he would once again be entitled to this limited exception in case the faculty member is only assigned 12 credits in the third academic year. However, such

affiliated member will no longer be eligible for health and dental insurance benefits unless s/he teaches 16 (sixteen) credits in the following academic year.

e. Only credits taught in the Day School or the Professional Studies and Special Programs at the College's Boston, Massachusetts campus, including online courses, shall be counted in determining health plan eligibility.

Credits taught at other institutions, credits taught in summer school or when the affiliated faculty member held the status of emeritus faculty, music lesson faculty, accompanist, graduate student, teaching assistant, academic dean, academic department chair, administrator, staff employee, librarian, library employee, or coach at the College shall not be counted. An affiliated faculty member shall not receive credit for cancelled courses or courses completed by another instructor. Faculty members who team-teach courses shall be awarded credit toward health plan eligibility in the same manner as outlined in Section 4.4 above.

f. Coverage under the group insurance programs are subject to the affiliated faculty member's acceptance by the insurance carrier. Reasonable rules and regulations may be promulgated by the College to make effective the intent and the purpose of this Article. It is understood that the above plans are insured plans, and hence, are subject to all terms, requirements and restrictions that may be imposed by the insurance carriers or by the laws and regulations governing insurance carriers which are now or hereafter applicable. It is understood that the rights of the affiliated faculty members are governed by the terms of the policies and not by this Agreement, and that any right of a faculty member under any policy shall be enforced under said policy by a faculty member and not under this Agreement nor under the provisions of Article 6, Grievance Procedure and Arbitration.

g. Domestic Partners of eligible affiliated faculty members are also eligible for coverage under the medical plans, subject to approval by the plan provider and in accordance with College policy regarding Domestic Partner benefits. An affiliated faculty member may designate only one (1) person (and that person's eligible children) as eligible for health plan benefits. To qualify for health plan coverage, the Domestic Partner shall: 1) be at least eighteen (18) years old, of the same sex as the faculty member, and legally unable to marry or enter into a civil union with the faculty member in the state where the faculty member and his or her Domestic Partner reside, 2) have lived together with the faculty member in the same residence for at least twelve (12) months and intend to do so indefinitely, 3) be jointly responsible with the faculty member for the common welfare and

financial obligations of each other and have a relationship of mutual support, caring, and commitment, which is intended to be indefinite, and 4) not to be related to the faculty member by blood to the degree of closeness that would prohibit legal marriage in the state where the faculty member and his or her Domestic Partner reside. The faculty member and the Domestic Partner shall not be married to anyone else. Roommates, parents, and siblings of faculty members are not eligible for coverage as Domestic Partners.

**h.** Eligible children of Domestic Partners shall reside regularly with the Domestic Partner and the faculty member and qualify as dependents of the Domestic Partner for federal income tax purposes.

**4.11** The College will pay affiliated faculty members by direct deposit of paychecks to a Massachusetts bank of the faculty member's choosing. Faculty members must comply with the College's procedures for notifying the College in a timely manner of the account number where their paycheck shall be deposited.

**4.12** Affiliated Faculty Members who are not eligible to participate in the College's health and dental plans may elect to participate in an Emerson-sponsored "cafeteria" plan which allows them to purchase health care benefits using pre-tax earnings under the following conditions:

a. Funding will come solely from the participating faculty member. The College is not subsidizing the benefit but is providing a vehicle for the pre-tax purchase of health insurance.

b. The College will draft and administer the cafeteria plan, and neither the drafting nor the administration of the plan is subject to the grievance and arbitration procedures of this Agreement, and

c. Any obligations the College has under this section 4.12 shall terminate with the expiration of this collective bargaining agreement.

**4.13 Professional Development Fund**

- a. Starting in the Fall of 2016, and for each year of the contract thereafter, there shall be a Professional Development Fund (the "Fund") in the amount of \$15,000 to be awarded to affiliated faculty members solely for travel to or for fees associated with professional conferences, workshops or festivals relating to the pedagogic needs of the affiliated faculty in connection with and related to their professional activities at Emerson College. Applications shall be considered and approved in the calendar year preceding the project year, such that awards granted from the Fund in any academic year are available for use by the award recipients only in the following fiscal year (e.g. awards granted in 2014-15 are to be used in fiscal year 2015-16).

- b. Eligible affiliated faculty who want to apply for an award from the Fund must submit their applications to the Office of Academic Affairs no later than March 1 effective March 1, 2016 for awards to be granted in the 2016-2017 fiscal year and used in the 2017-2018 fiscal year. Only affiliated faculty members who have taught at least one course during each of the prior three consecutive years are eligible to apply for such funds.
- c. Applications will be reviewed by a Professional Development Fund committee ("the committee") consisting of five (5) affiliated faculty members, three of whom will be elected by the part time faculty, and two of whom will be appointed by the Chief Academic Officer (CAO). Members serving on the committee are not eligible to apply for awards from the Fund in the year(s) on which they are reviewing applications.
- d. The committee shall review all applications for awards from the Fund, and it shall make advisory recommendations to the CAO, or her/his designee, as to whether such funds should be awarded to an applicant. The committee will give priority to those faculty members who were not awarded funds from the prior year. The committee shall use the same criteria as those described in section f below. Favorable recommendations shall also indicate what amount should be awarded to the affiliated faculty member, provided, however, that no award shall exceed \$1500. The committee must submit its recommendations to the CAO by April 1 effective April 1, 2016 for awards to be granted in the 2016-2017 fiscal year and used in the 2017-2018 fiscal year.)
- e. The CAO or her/ his designee shall make final decisions on faculty applications no later than April 15 effective April 15, 2016 for awards to be granted in the 2016-2017 fiscal year and used in the 2017-2018 fiscal year. The CAO may approve, deny, or modify the amount of money recommended by the committee for any given applicant.
- f. The CAO shall notify each applicant of her/his decision and will also notify the committee members of her/his decisions on their recommendations. In making these decisions, the CAO will take into account availability of funds, competing applications for support, and the relevance and benefit, short and long term, of the proposed travel to the faculty member and the College. The CAO decision is final and neither the applicant(s) nor the Union have a right to grieve the CAO's decisions regarding to whom and in what amounts monies are awarded from the Fund.
- g. Affiliated faculty members s who are awarded monies from the Fund must use their awards by June 15 of the following fiscal year (ending June 30) and in accordance with College Financial Policies. Applicants are responsible for abiding by the Guidelines on College Financial Policies at <http://www.emerson.edu/finance%5Foffice>. Receipts for reimbursement for project expenditures must be submitted to the Office of Academic Affairs by June

15<sup>th</sup> of the year in which the expenditure is made in order to be eligible for reimbursement.

- h. In any given year, any money remaining in the Fund after all professional development awards have been issued shall revert to the College and shall not roll over into the next contract year.
- i. Any affiliated faculty member who receives an award from the Professional Development fund shall write a report documenting the work accomplished with such funds. Such report shall be submitted to the Vice President for Academic Affairs in the Office of Academic Affairs by the end of the semester in which the award is used. Any faculty member who does not submit the required report will not be eligible for future funding.
- j. Faculty applying for funds in March 2019 will be awarded such funds in the following fiscal year regardless of whether a successor Agreement has been reached.
- k. Funds approved can be used for professional development no earlier than July 1 and no later than June 15 of the fiscal year following the fiscal year in which the award is granted.

#### **4.14 Additional Professional Development**

In addition to the professional development opportunities under 4.13, the College strongly encourages all part-time faculty members to take advantage of non-compensated in-house training relating to pedagogy that may be open to part-time faculty, including the Faculty Mentoring Program activities, internal brown bag training, etc.

A record of taking advantage of such available programs will be a positive factor for any part time faculty member who may apply for a full time faculty position at the College.

If listed as a part of a CV or a reflective statement, a record of taking advantage of such available programs will be a positive factor for any unit member in rehiring decisions.

#### **4.15 Tuition Remission**

- a. Affiliated faculty members at Step Three or higher seniority may have tuition remission and course credit in graduate classes at the College subject to the terms below.
- b. The Tuition Remission benefit for affiliated faculty members at Step Three or higher, provides eligible faculty the opportunity to take Emerson College graduate level

courses on-site or online over the Fall and Spring semesters on a space available basis. While the Tuition Remission benefit is designed to defray the tuition costs incurred by unit members, it does not guarantee enrollment in all desired courses or that participants will be accepted into an Emerson College degree program. Unit members are responsible for the cost of applicable fees (as determined by Student Financial Services), books, supplies, and tax consequences, if applicable.

- c. Affiliated faculty members must be teaching at least one three or four credit course in the semester in which they use this Tuition Remission benefit to be eligible for this benefit and are limited to one graduate course a semester. The faculty member must complete the Affiliated Tuition Waiver Form from the Office of Academic Affairs and obtain the professor's consent to enroll in the class as long as there are open seats available after the conclusion of the first week of the add/drop period. Affiliated faculty members taking such courses are subject to all College student policies, as may be amended, including those policies involving regarding the taking of graduate level courses.

#### **4.16 AFEC Stipend**

The President of AFEC or his/her designee shall receive a stipend from the College of \$5,000.00 per academic year, subject to all usual payroll deductions and payroll policies, (effective with the 2015-16 academic year), for his/her work as a liaison between the bargaining unit and the administration. Particular duties associated with the role of liaison may change from year to year as determined by the CAO.

### **Article 5**

#### **Workload**

**5.1.** The College in its sole discretion will determine the courses and number of credits up to a maximum of sixteen (16) credits, including credits for courses taught in Professional Studies and Special Programs which a faculty member may be assigned by the College to teach each academic year. However, all affiliated faculty members who are at Steps 3, 4 or 5 as of June 30, 2014 are allowed to teach up to a maximum of 20 credits per academic year. In addition, the five part time faculty members listed in the Memorandum of Understanding, which is incorporated in and made a part of this Agreement, may be assigned by the College to teach up to the maximum number of credits set forth in that Memorandum for each academic year during the term of this Agreement, except that no more than twenty (20) credits may be taught in the Day School.

**5.2** The College and an affiliated faculty member may mutually agree that the faculty member will perform non-teaching duties and on the wages which the faculty member will receive for such duties. This may include, if both the College and a faculty member agree, service on a department, school or college-wide committee.

**5.3** As a requirement of the position, all affiliated faculty members will be required to undergo periodic training on legal issues at reasonable times as deemed appropriate by the College. This training will include, but shall not be limited to, training on sexual harassment, gender discrimination and any other required training in order for the College to be in compliance with Title IX and with state or federal law. The College may also require training for reasons relating to the coordination of the curriculum or related matters.

Training may be on-site and/or online. There shall be no compensation for online training. In any case where the Vice President of Academic Affairs or designee requires attendance for on-site training, the College will compensate affiliated faculty members at the rate of \$50 for two hours or less of training in a single day; \$75 for 3 to 4 hour training sessions, or \$100 for training sessions in excess of 4 hours. (This does not include commuting time.).

No such payment will be paid when attendance is not mandatory.

New faculty orientation shall not be considered training for these purposes.

**5.4 Adjunct Department Communication Liaisons**

- a. Each department shall have an adjunct Department Communication Liaison who shall be responsible for attending all department meetings and enhancing and facilitating stronger communications between the department and the affiliated faculty members in the department.
- b. By March 1, the affiliated faculty members in a given department shall develop a recommendation with the names of two or three affiliated faculty from the department to serve in this capacity for an upcoming academic year. Such recommended faculty must be in steps two, three, four or five, or if there are none in those step categories, then step one. The recommendation shall go to the School or unit Dean who shall select one of the recommended individuals to serve as the Department Communication Liaison.
- c. The Department Communication Liaison shall receive a stipend of \$300.00 per semester.
- d. The Department Liaison shall have the right to speak on any topic on a department agenda at department meetings, but shall have the responsibility to follow department meeting procedures. The voting rights of the Department Communication Liaison shall be determined by the department, but they are barred from voting on hiring, firing, the academic calendar, and tenure and promotion matters.
- e. The College will give the Liaison standard email access to department communications about department meetings, including the ability to reply to

group emails directly and digital access to documents shared before and after each meeting by the department.

- f. Any liaison will be offered at least one course that does not conflict with scheduled department meetings, and the department will make its best effort to ensure that the department liaison does not lose other courses that the liaison would tentatively be scheduled to teach solely due to scheduling conflicts from their role as liaisons.

## **Article 6**

### **Performance Evaluation**

(Effective with 2015-16 academic year)

- 6.1** The evaluation of affiliated faculty is primarily the responsibility of the department chair or his/her designee.
- 6.2** Affiliated faculty will be evaluated based upon their teaching effectiveness.
- 6.3** Evaluation of the teaching effectiveness of affiliated faculty may take into account the following items, which are not necessarily listed in order of priority.
  - i. Review of syllabi, teaching materials and exam materials.
  - ii. Student course evaluations from the current semester and the most recent past semester.
  - iii. Any student and faculty commendations and criticism, both written and oral, about an affiliated faculty member's performance.
  - iv. Classroom observations, which may occur at any time by department chairs, their designees or deans, with prior notice to the affiliated faculty member. A chair, dean or designee who may observe a class will do a written summary of the unit member's performance, which will be shared with the unit member. The unit member may write any rebuttal or comments about the summary. In any case where there is a classroom observation, the affiliated may request that there be a second observation in that same semester.
  - v. The CV that the unit member is required to submit to the chair annually.
  - vi. The department chair may also take into consideration any reflective statement that the unit member has chosen to submit to the chair regarding

his or her own teaching regarding topics like the unit member's teaching performance, service to the college and community, professional standing, scholarly and artistic achievements, participation in training programs, use of the Center for Innovation in Teaching and Learning resources, use of innovation or faculty development grant awards, and any other relevant factor to the unit member's teaching performance. Completion of a statement is voluntary for the unit member. They shall not be excluded from course assignment for not submitting a statement nor shall the failure to submit a statement be held against the unit member.

Reflective statements may be submitted at any time but normally should be submitted by November 1 of the academic year for those unit members at Step One and by March 1 for those unit members at Step Two or higher.

**6.4** Prior to the non-reappointment decision of any unit member at Step Three or above, the College will review the unit member's most recent CV; most recent reflective statement, if any; the three (3) most recent years' student course evaluations (if available); any classroom observations that may have been performed; syllabi, teaching materials and exam materials; and any student and faculty commendations and criticism, both written and oral, about an affiliated faculty member's performance.

In other decisions that involve the non-reappointment of unit members at Steps One or Two, chairs are encouraged (but not required) to consider the factors listed above prior to any recommendations on non-reappointment.

**6.5** For formative development, the College encourages affiliated faculty members to invite any other affiliated faculty member at the College or CITL Instructional Development Ambassadors into their classrooms to foster collaborative pedagogy. The peer observer may, but is not obligated to, summarize the classroom observation in writing. If the observer and the observed agree, any such summary of peer observations shall be considered an official College record of the peer observation and shall be shared with the affiliated being observed and will be placed in the affiliated faculty member's personnel file.

A record of taking advantage of such peer observations, or conducting such peer observations, will be a positive factor for any part time faculty member who may apply for a full time faculty position at the College.

There shall be no penalty for refusing to volunteer to be a peer observer or for not inviting a peer observer into a faculty member's classroom.

## **Article 7**

## **Reappointment Decisions**

(effective with 2015-16 academic year)

**7.1** A decision to not reappoint an affiliated faculty member may be based on any of the following considerations:

- a. Teaching performance
- b. Disciplinary reasons, such as those listed as just cause in Article 3.6 (a) (ii)
- c. Elimination or downsizing of a department or program; a reduction in the number of courses or sections offered; or other general curriculum modifications or needs
- d. The hiring of a full time faculty member or professional staff member, or the reassignment of course work to current full time faculty members or professional staff, that has the effect of reducing the need for an affiliated faculty member's services
- e. Financial considerations that warrant reduction in teaching staff.

**7.2** Non-reappointment based on such factors shall be at the College's sole discretion and shall not be grievable, except that any affiliated faculty member in Steps 3, 4 or 5 who is not given a new appointment due to performance related or disciplinary reasons may grieve such decision under the Grievance and Arbitration Procedures under the standard of whether the College acted arbitrarily or capriciously.

**7.3** The College will articulate in writing the reasons for non-reappointment at the time of notice for all unit members in steps 3,4, and 5 who are not reappointed due to performance-related and/or disciplinary reasons.

**7.4** The College will provide AFEC-AAUP automatically and simultaneously a copy of the non-rehire notice.

## **Article 8**

### **Grievance Procedure and Arbitration**

#### **8.1 Definition of a Grievance**

8.1.a For purposes of this Agreement, a grievance is defined as an allegation that there has been a violation of an expressed provision(s) of this Agreement by the College provided that the expressed provision(s) allegedly violated is subject to this Article 6.

8.1.b The Union may file a grievance. An affiliated faculty member may not file a grievance; however, the Union may file a grievance on behalf of an affiliated faculty member.

8.1.c The written grievance must contain the following or it will not be processed:

1. The facts upon which the grievance is based;
2. The expressed provision(s) of this Agreement allegedly violated and an explanation of how the facts state a violation of such provision(s); and
3. The remedy sought.

8.1.d The Union may not file a grievance against the College for an action engaged in by an affiliated faculty member or a full-time faculty member or the Emerson College Chapter of the American Association of University Professors (herein referred to as ECCAAUP). The Union may file a grievance against the College for an action engaged in by a Department Chair which directly violates an expressed provision(s) of this Agreement, provided that the expressed provision(s) allegedly violated is subject to this Article 8, but may not grieve the exercise of discretion by the Department Chair.

## **8.2 Procedure**

The College and the Union may attempt to resolve informally a grievance consistent with the terms of this Agreement. If the College and the Union are not successful in resolving the grievance informally, then the formal procedures set forth below will apply.

### **8.2 Step 1**

A. The Union must submit its grievance in writing either by mailing the written grievance by certified mail, return receipt requested, to the College's Associate Vice President of Human Resources or by an authorized Union representative personally delivering the written grievance to the College's Associate Vice President of Human Resources (and no one else) and contemporaneously receiving a written acknowledgment of said delivery from the College's Associate Vice President of Human Resources (and no one else) on or before the tenth (10<sup>th</sup>) business day after the action to be grieved first occurred. Upon request by the College, the Union must provide to the College's Associate Vice President of Human Resources a copy of the completed USPS Receipt for Certified Mail to prove that the written grievance was mailed on or before the tenth (10<sup>th</sup>) business day after the action to be grieved occurred. Failure to submit a written grievance in a timely manner or to provide a copy of the requested completed USPS

Receipt for Certified Mail will render the grievance untimely, the grievance will be deemed denied and the grievance will not be processed.

B. On or before the seventh (7<sup>th</sup>) business day after the receipt of the Union's written grievance by the College's Associate Vice President of Human Resources, the College's Associate Vice President of Human Resources or a designee will meet with the Union's President or a designee concerning the written grievance. On or before the fifth (5<sup>th</sup>) business day after said meeting, the College's Associate Vice President of Human Resources or designee will mail a written answer to the grievance by certified mail, return receipt requested, to the Union's President. The written answer will be deemed to be the final resolution of the grievance unless arbitration is sought on or before the twentieth (20<sup>th</sup>) business day after said answer is mailed by the College.

## **8.2 Step 2**

If the grievance is appealed from Step 1 to the American Arbitration Association on or before the twentieth (20<sup>th</sup>) business day after said answer is mailed, the Union must mail by certified mail, return receipt requested, a copy of the Demand For Arbitration to the College. Upon request by the College the Union must provide a copy of the requested completed USPS Receipt for Certified Mail. The parties may agree not to use the services of the American Arbitration Association and select a mutually acceptable arbitrator to resolve the grievance within the appeal period but this process will not extend the appeal period.

## **8.3 Arbitration**

8.3.a Multiple or related grievances will not be resolved in the same arbitration proceeding unless mutually agreed to by the College and the Union in writing.

8.3.b Each party will pay any compensation and expenses (including time off from work) relating to its own witnesses and/or representatives. However, affiliated faculty members who are to be witnesses on behalf of the Union at the scheduled arbitration proceeding will be permitted to attend so long as they make arrangements for their scheduled classes to be covered by another qualified faculty member at no expense to the College and inform in writing their Department Chair at least three (3) business days in advance of such arrangement. The covering faculty member shall be subject to the approval of the Department Chair.

8.3.c The fee of the arbitrator and other administrative expenses of the arbitration, including room rental if applicable, shall be shared equally by the parties.

8.3.d Either party may request that a stenographic record of the hearing be made and that party may provide a copy of that record to the arbitrator. The party requesting such a record will pay the cost; however, if the other party also requests a copy, the stenographic costs will be shared equally.

8.3.e In arriving at any decision under the provisions of this Article, the arbitrator shall not have the authority to alter this Agreement in whole or in part or to add to or delete any of its

provisions or to render any award in conflict with its provisions. The award shall be based solely upon the evidence and arguments presented to the arbitrator in the presence of both parties and also may be based upon arguments presented in written briefs exchanged between the parties so long as such arguments are based upon the evidence presented at the arbitration hearing. The arbitrator may decide only whether the College violated this Agreement as alleged in the grievance and the appropriate remedy under this Agreement, if any.

#### **8.4 General Provisions**

8.4.a A grievance relating to a violation of the No-Strike/No-Lockout provisions of this Agreement will be processed as provided for at Article 13 of this Agreement.

8.4.b Time limits designated in this Article for processing grievances and for bringing a matter to arbitration may only be extended by mutual written consent between the parties and cannot be extended by an arbitrator. Failure to comply with any time limitation will render the grievance untimely, the grievance will be deemed denied and the grievance will not be processed unless specific language in this Article provides otherwise.

8.4.c Union representatives authorized to deliver a grievance to the Associate Vice President of Human Resources the Union President and Union Grievance Officer.

8.4.d The College and the Union jointly acknowledge the right of any part-time faculty member to discuss individual problems, not involving pending grievances, directly with the Department Chair, Dean or Vice President for Academic Affairs or a designee to work out the settlement of such problems so long as such settlements are not inconsistent with the terms of this Agreement.

### **Article 9**

#### **Representation**

##### **9.1 Access to Information**

9.1.a The College's Chief Academic Officer or a designee will provide the Union each semester during the academic year the following information according to the schedule set forth below: the name, home address and e-mail address, if reported by the faculty member to the Chief Academic Officer or a designee, of each faculty member teaching that semester in the bargaining unit set forth at Article 1; the course(s) being taught that semester by each faculty member; the payment for each course being taught that semester by each faculty member; the scheduled day and time for each course being taught that semester by each faculty member and the Step status of each faculty member. This information will be provided to the Union's President electronically.

(1) Fall Semester.

- (a) On or before July 22 of each year of this collective bargaining agreement, the College will send to the Union a list containing the names and addresses, and email and phone numbers if provided by the affiliated faculty member of all those to whom the College has offered appointments for the Fall term. The College further agrees that it will send the Union notice of any additional late or emergency appointments within a week of when such appointments are offered
- (b) Not later than November 1: All affiliated faculty members' names, mailing addresses, email and phone numbers, if provided by the affiliated faculty member.

(2) Spring Semester.

- (a) Between January 13 and January 21: returning affiliated faculty members' names, mailing addresses, email and phone numbers, if provided by the affiliated faculty member who were sent contracts by the College; new part-time faculty will be included if they have returned their signed contracts; and
- (b) Not later than March 1: All affiliated faculty members' names, mailing addresses, email and phone numbers, if provided by the affiliated faculty member.

9.1.b The College's Chief Financial Officer will provide the Union with a copy of its annual audited financial statements within ten days of their availability for distribution provided that the Union provides the College's Chief Financial Officer with a copy of its Labor Organization Annual Report (Form LM-2 or LM-3) within ten business days of its filing with the U.S. Department of Labor.

9.1.c The Union will provide the College's Chief Academic Officer or a designee with a copy of its constitution and bylaws within ten days of signing this Agreement and will provide updated amendments to the College's Chief Academic Officer or a designee within ten days of their effective date. Prior to the start of each academic year, the Union will provide the College's Executive Director of Academic Administration with the names and current contact information for the Union's officers. If this information changes during the course of any given academic year, the Union will promptly provide the Executive Director of Academic Administration with accurate updated information.

9.1.d Simultaneous with the College's offer of a contract to a new faculty member, the College will notify the faculty member of this Agreement and that a copy of this Agreement appears on the Union's website ([www.emersonafec.com](http://www.emersonafec.com)) to the extent that website is maintained by the Union.

## **9.2 Communication and Meetings.**

9.2.a The Union may hold meetings on the College's Boston campus, provided that such meetings are held for the purpose of carrying out the Union's official business, provided that the Union ensures that those permitted to attend and/or participate in such meetings (either in person or remotely) are limited to Emerson faculty bargaining unit members, together with representatives of the AAUP, and provided that facilities are available and the Union complies with all applicable College rules, regulations and practices relating to the use of such facilities.

9.2.b For the purpose of carrying out its official business, the Union may use the following College services and equipment: part-time faculty mailboxes and intra-campus mail; on-campus mail; local and toll telephone services; copying equipment; and United States Postal Service mail, except for certified mail.

9.2.c When using toll telephone services, copying equipment and the United States Postal Service mail, the Union will use appropriate account/code numbers assigned to it by the College and no other account/code numbers.

9.2.d The Union will be responsible to pay the charges recorded under the account/code numbers assigned to the Union, plus a 10% overhead fee. The College will deduct the total amount owed from collected checkoff funds prior to submitting checkoff funds to the Union. In the event that there are insufficient checkoff funds to pay the total amount owed to the College, the College will send a bill to the Union which is to be paid by the Union not later than ten calendar days after receipt of the bill by the Union. In the event that the bill is not paid by the Union within the ten calendar day period, the College will terminate the Union's use of toll telephone services, copying equipment and United States Postal Service on-campus mail until full payment of any outstanding balance is made to the College.

9.2.e The Union may post official Union notices on College bulletin boards which are normally used for notices to part-time faculty.

(1) The Union must be clearly identified on the face of any posted material. The Union is solely responsible for all costs associated with any posting. Posted material must clearly display the date of posting by the Union and must be removed by the Union no later than twenty-one (21) calendar days after posting.

(2) A copy of the posted material will be provided by the Union to the College's Chief Academic Officer or a designee at or before the time of posting.

(3) A notice not posted in accordance with this Article may be removed by the College.

9.2.f If the Union chooses to avail itself of College facilities, equipment or services, the Union shall hold the College harmless for any alleged failure or

unavailability of such facilities, equipment or services. Furthermore, the Union shall not file grievances under this Agreement alleging that the failure or unavailability of such facilities, equipment or services interfered with or adversely affected the carrying out of Union business.

9.2.g The Union will not interrupt or interfere with the duties of the faculty or the operations of the College in carrying out official Union business or in its use of College facilities, equipment or services.

9.2.h The Union's telephone number and address for purpose of notice are 508-566-1085 (David Kociemba) and President of Affiliated Faculty of Emerson College (AFEC), David Kociemba, 120 Boylston Street, Boston, MA 02116. Any address or telephone number change must be made in writing by USPS certified mail, return receipt requested, sent to the College's Associate Vice President of Human Resources and the College's Chief Academic Officer

9.2.i The College will list the Union in the internal College directory under the name of the Union, and will identify the names, telephone numbers and email addresses of the Union's president, secretary/treasurer and vice president, and grievance officer.

### **9.3 Indemnification.**

The Union will indemnify and hold harmless the College, its trustees, officers, agents and employees, against any and all suits, claims, demands, proceedings or other liabilities for damages or penalties that may arise out of any action that might be taken or is taken by the College for the purpose of complying with Article 9.4.a-h, particularly with respect to the correctness of any dues deductions furnished by the Union to the College and any adverse employment action taken by the College at the request of the Union. The College shall undertake the defense of such claims and all expenses thereof, including legal fees, shall be paid by the Union.

### **9.4 Union Shop**

9.4. a. Each part-time faculty member in the bargaining unit and any new part time faculty member coming into the unit, as a condition of employment, will become a member of the Union after thirty-one (31) days of employment and remain a member of the Union for the duration of this Agreement. It is understood that, in accordance with the law, the requirement to become a union member can also be met by "financial core" membership only.

9.4. b. All bargaining unit members shall either (1) provide the College with written authorization to deduct membership dues in accordance with Article 9.4.c below, or (2) make alternate arrangements with the Union to pay the membership dues. The parties agree that the Union's represented members are obligated to pay Union dues only during the Fall and Spring semesters when they are teaching at least one three (3) credit course at the College.

9.4 c. Any unit member who desires to have Union dues deducted from his or her paycheck must submit a written authorization form, as approved by the parties, to Human Resources no later than December 1 for anyone who wishes to have dues deducted on or about December 15, and by April 1 for anyone who wished to have dues deducted on or about April 15.

The College will forward to the Union the withheld funds, subject to deductions authorized by Article 9.2.d above, within ten business days of the date on which the funds were withheld.

The Union agrees that, with the exception of the College's obligation to deduct dues from the salaries of the Union members, the Union shall have the sole responsibility of collecting any and all dues owed by any of its members and notifying its members that they are in arrears.

9.4. d. The Union agrees that it will not change the amounts certified by it on March 15 until November 15 of the same year and that it will not change the amounts certified by it on November 15 until March 15 of the next year.

9.4 e. Any authorization forms that are submitted to the College will remain in effect until the expiration of this Agreement, unless the faculty member separates from employment or unless a faculty member revokes his/her authorization to deduct dues at an earlier date by providing written notice to the College's payroll department and the Union President of his/her cancellation of that authorization.

9.4 f. The College will be under no obligation to make any deduction if the faculty member's wages, after other deductions required by law or authorized by the faculty member, are less than the amount subject to checkoff. In such an event, it will be the responsibility of the Union to collect its membership dues and fees for that semester directly from the faculty member.

9.4. g. The Union will provide a checkoff authorization form to the College's Chief Financial Officer to authorize deductions which form shall be reasonably acceptable to the College's Chief Financial Officer.

9.4. h. A faculty member will not be reappointed by the College upon written request by the Union so long as the faculty member has not tendered his/her membership dues.

If the Union notifies the College in writing that a represented faculty member has not tendered dues and thus the individual should not be reappointed ("Request for Non-reappointment"), then the following should occur:

1. Within ten (10) business days after receiving a request for non-reappointment, the College will send a written notice to the faculty member at issue, copying the Union. This notice will state that pursuant to section 9.5 of the collective bargaining agreement, the Union has notified the College that the unit member has not complied with those requirements and requested that the College not offer him or her appointments for the life of the collective

bargaining agreement based on the Union's contention that he/she has not complied with his/her contractual obligations under Article 9.5 (b) of the Agreement. Accordingly, the College will not be offering him or her another appointment for the [first affected term] or any subsequent term for the life of the collective bargaining agreement., unless he/she submits documentation to both the Union and the College within ten (10) calendar days of the date of this notice, maintaining that the Union is in error and he/she does not indeed owe dues.

2. If the College receives a request for non-reappointment of a represented faculty member from the Union between October 16 and December 31, the faculty member may nonetheless be appointed to teach in the upcoming Spring semester. However, such faculty member will not be reappointed for the subsequent Fall semester or any subsequent semester for the life of the Agreement.

3. If the College receives a request for non-reappointment of a represented faculty member from the Union between January 1 and April 1, then the faculty member shall not be reappointed to teach in the upcoming Fall semester or any subsequent semester for the life of the Agreement.

4. If the College receives a request for non-reappointment of a represented faculty member from the Union between April 1 and October 15, the faculty member may be appointed to the upcoming Fall semester but will not be appointed to teach during the subsequent Spring semester or any subsequent semester for the life of the Agreement.

5. The parties agrees that all future appointment letters to unit members will contain, *inter alia*, the following provision:

*In addition to being subject to the other terms and conditions of employment delineated in the collective bargaining agreement between the College and AFEC-AAUP, I would particularly call to your attention to the union shop provisions of Article 9.4. That section requires that, after 31 days of being employed by the College, you must become a dues paying member of the Union as a condition of employment at the College. This obligation also applies even if you have already been offered a multiple semester appointment. You can satisfy this obligation either through direct payment/arrangement with AFEC or through a written authorization of an automatic deduction from your wages during the terms when you are employed at Emerson. The collective bargaining agreement may be found at AFEC's website: [www.emersonafec.com](http://www.emersonafec.com) and you should contact AFEC's President for further information about this financial obligation.*

## **Article 10**

### **Non-Discrimination**

**10.1** Neither party will discriminate against or harass any faculty member because of race, religion, religious creed, color, national origin, ancestry, physical or mental disability or handicap, age, genetics, gender/sex (including pregnancy), sexual orientation, gender identity/expression, marital status, veteran's status, Union activity or lack thereof or Union membership or lack thereof, or any other status protected by applicable state or federal law.

The College also prohibits discrimination and harassment based on an individual's participation in a protected activity (such as reporting alleged discrimination or harassment). Retaliation against any individual who raises a good faith report under the College's Policy against Discrimination, Harassment and Retaliation is strictly prohibited.

**10.2** This Article or any provision thereof is not subject to Article 8, Grievance Procedure and Arbitration.

**10.3** The faculty member may pursue his/her rights with the appropriate state and/or federal agency.

## **Article 11**

### **Past Practices**

All past practices end upon the execution of this Agreement.

## **Article 12**

### **Separability**

The provisions of this Agreement are deemed to be separable to the extent that if and when a final judicial judgment determines any provision of this Agreement in its application between the College and the Union to be in conflict with any law or regulation, such decision shall not affect the validity of the remaining provisions of this Agreement, but such remaining provisions shall continue in full force and effect; provided, further, that in the event any provision or provisions are so declared to be in conflict with a law or regulation, both parties shall meet for the purpose of negotiating an agreement on the provision or provisions so invalidated.

## **Article 13**

### **No Strike/No Lockout**

**13.1** The College agrees that it will not lock out any or all part-time faculty members during the term of this Agreement.

**13.2.** The Union, its representatives and members will not strike, picket, sympathy strike or significantly interfere with the work and business of the College. Should any of the above mentioned conduct occur that is not authorized by the Union, the Union, within 24 hours of the College's request, or within 24 hours of knowledge of the events (whichever comes first), will take the following actions:

- 1) Advise the College in writing that such faculty action has not been authorized or sanctioned by the Union; and
- 2) Advise the faculty by email, regular mail and other available means that it disapproves of such action(s) and instruct them to cease such activities immediately.

This provision shall not preclude the College from proceeding with its rights under 13.3 or 13.4.

**13.3** The College has the right to discipline, suspend or discharge any or all part-time faculty taking part in any violation of this Article. The question whether the faculty member violated this Article is subject to challenge under Article 8, Grievance Procedure and Arbitration. However, the College's decision to discipline, suspend or discharge a faculty member who violated this Article shall not be subject to challenge under Article 8, Grievance Procedure and Arbitration or any legal proceeding.

**13.4** The College or the Union shall be entitled to obtain immediate arbitration whenever a violation of Section 13.1 or Section 13.2 above shall be alleged. In this event, notice shall be made by the party alleging a violation by the other party. Notice may be by telephone or by mailing to or leaving written notice at the address of record for the party alleged to be in violation. The arbitrator shall hold a hearing as early as possible but no later than forty-eight (48) hours after notice to the party alleged to be in violation and shall render an award within twelve (12) hours after the hearing. In such case, the arbitrator shall make findings of fact concerning the alleged violation, and if a violation shall be found to have occurred, he/she shall direct appropriate relief, including an order requiring the party in violation and/or the faculty member(s), if applicable, to desist from any violation of Section 13.1 or Section 13.2 hereof and an award for damages, including liquidated damages, for a breach of this Article against the College or the Union and/or the faculty member(s), if applicable. Upon receipt from the arbitrator of a finding that a violation of Section 13.1 or Section 13.2 has taken place, the College or the Union may proceed forthwith to secure a court order to confirm and enforce the Arbitrator's Award.

**13.5** It is intended and agreed that this Article shall be the exclusive means for the determination of all grievances and disputes based upon an alleged breach of this Article. Neither the College nor the Union nor any faculty member(s) shall institute any action or proceeding in a court of law or equity, state or federal, other than to compel arbitration or to correct, confirm, vacate, modify or secure enforcement of any award or decision of the arbitrator.

This provision will be a complete defense to and grounds for a stay of any action or proceeding instituted by any party, person or entity contrary to this Agreement.

**13.6** Whenever a violation of this Article shall be alleged, notification by telephone shall be made by the party alleging a violation to any of the arbitrators listed. The arbitrator should be chosen according to their availability to immediately review the case. The parties have agreed upon the following panel of arbitrators:

1. Robert O'Brien
2. Roberta Golick
3. Michael Walsh.

**13.7** The cost of the arbitration shall be shared equally by the College and the Union.

## **Article 14**

### **Faculty Responsibilities**

**14.1** Faculty members shall meet each class at the scheduled time and place as set forth by the Department Chair and the Registrar. Faculty members are responsible for seeing that each course has the full number of class meetings required. Faculty members shall notify the Department Chair in writing (which includes e-mail and fax) if unable to teach a class, and shall make arrangements with the Registrar for a time and place to make up the missed class on or before the last day of classes for the current term and notify the Department Chair in writing (which includes e-mail and fax) when the missed class is made up. Faculty members shall not give final examinations during regularly scheduled classes.

**14.2** Faculty shall provide an up-to-date curriculum vita yearly and a syllabus following Syllabus Guidelines no later than first day of class. All new faculty shall attend an orientation program as determined by the Chief Academic Officer or a designee.

**14.3** Faculty members shall schedule and hold office hours at the College of one hour per week per course. The faculty member must inform in writing (which includes e-mail and fax) the Chief Academic Officer or designee of the time and location of the scheduled office hour which must be on the College's campus. The time and location of the scheduled office hour cannot be changed by the faculty member without the prior written approval of the Department Chair, except on the rare occasion when there is insufficient time due to the nature of the reason for the change and subsequent notice is given in writing (which includes e-mail and fax) to the Department Chair.

**14.4** Faculty shall adhere to College policies as communicated by the College annually.

**14.5** A faculty member shall abide by each of the following policies for each teaching assignment:

- a. College policy regarding class attendance, student projects and student assignments.
- b. A course syllabus prepared by the faculty member and approved by the Department Chair must be on file with the Chair for each teaching assignment each semester. A faculty member must submit a course syllabus to the Chair for approval in a format and by a date to be determined by the Chair.

Each course syllabus must be based upon the course outline and state the course of study, course objectives, student assignments and tests, criteria for grading, expected weekly hours of out-of-class student preparation, expectations for the students' educational attainment, the location and times of a faculty member's scheduled office hour, the opportunity for a student to schedule advising time by appointment with the faculty member, and other related matters directed by the Chair.

The faculty member will provide a copy of the course syllabus for each of his/her teaching assignments to each student at the first class meeting.

- c. The faculty member must follow and carry out the course syllabus for each teaching assignment.
- d. Each student in each teaching assignment must be tested or otherwise formally assessed and awarded grades by the faculty member in accordance with College policy, including Departmental policy. Grades for each student in each teaching assignment must be submitted to the Registrar on a date to be determined by the Registrar. The faculty member's record of grades for each test, paper or project for each student in each teaching assignment must be provided to the Department Chair upon request of the Chair.

## **Article 15**

### **General Provisions and Definitions**

**15.1** "Business day": The term "business day" as used in this Agreement is a weekday on which the College's administrative offices are open even if academic classes are not in session.

**15.2** The term "Academic Year" as used in this Agreement shall consist of two terms referred to as the "Fall Term" and the "Spring Term." Each Term shall consist of 38 MWF class days, 26 TTh class days, and for classes meeting once a week, 13 class days, plus such additional faculty-led study days or project days to meet the 15-week minimum required by federal financial aid rules. Faculty members need to meet with their classes at the time when their final exam is scheduled to take place. This period should be used for examination, discussion, summarizing the course, in-class review of final projects or any other appropriate activity designed to advance the students' education. While subject to revision because of weather or other emergencies, normally the Fall Term shall begin shortly before or after Labor Day, and shall conclude no later than the day prior to Christmas Day.

**15.3** Minimum terms: The College, in its discretion, may employ a faculty member upon any wages, hours, terms and conditions of employment which the College determines appropriate so long as such wages, hours, terms and conditions of employment are not less favorable than those set forth in this Agreement. The granting or not granting to a faculty member of wages, hours, terms and conditions of employment which are more favorable than those set forth in this Agreement is at the discretion of the College and shall not be subject to grievance or arbitration under Article 6.

**15.4** "Notice": Notice to a faculty member is accomplished by mailing said notice by first class mail to the faculty member's address on file in the office of the College's Vice President for Academic Affairs.

**15.5** The term "faculty" or "faculty member(s)" or "part-time faculty member(s)" means a part-time faculty member(s) in the unit set forth at Article 1, unless specifically stated otherwise.

**15.6** The term "party" means the College or the Union individually.

**15.7** The term "parties" means the College and the Union collectively.

**15.8.a** The term "AAUP representative" means an employee or official representative of the American Association of University Professors (AAUP) who has been appointed by the AAUP to service the Union. The Union's President will notify in writing the College's Chief Academic Officer not later than ten (10) calendar days after such appointment the name, title and business address of each AAUP representative. In no event will there be more than two (2) AAUP representatives at the same time.

**b.** The College's Chief Academic Officer must be notified in writing by the Union President not later than three (3) calendar days prior to an AAUP representative coming on campus to attend to Union business.

**c.** The College recognizes that from time to time other employees or officials or agents of the AAUP may have a good faith need to attend a meeting of the Union (see Article 9.2.a). The College's Chief Academic Officer must be

notified in writing by the Union President not later than five (5) calendar days prior to said meeting the name, title and business address of each individual. The College's must Chief Academic Officer approve in writing to the Union President each such individual's entry on campus. Such approval will not be unnecessarily withheld.

- d. While on the College campus, the Union or AAUP representatives, employees, officials or agents will not engage in any discussions or meetings or activities during which union representation of students or employees, including part-time faculty and full-time faculty, at other educational institutions is discussed.

**15.9.a** In the event that the College's Chief Academic Officer notifies in writing the Union's President that the College has concluded that a provision in this Agreement is in conflict with a provision in the College's agreement with the ECCAAUP, the provision in the ECCAAUP agreement shall prevail in resolution of the issue giving rise to the conflict unless, within 15 calendar days, the Union and the ECCAAUP jointly notify in writing the College's Chief Academic Officer that they have mutually agreed upon a resolution. The College's Chief Academic Officer will notify in writing, within 15 calendar days, the Union and the ECCAAUP as to acceptance or non-acceptance of the jointly proposed resolution.

**b** Article 15.9, or any part thereof, is not subject to the provision of Article 8, Grievance Procedure and Arbitration, except that, in the event that the College does not accept the jointly proposed resolution, the Union, on or before the tenth (10<sup>th</sup>) business day after the College notifies the Union that it does not accept the jointly proposed resolution, may file a grievance, pursuant to Article 8, limited to the issue as to whether the provision in this Agreement is in "conflict" with a provision in the College's agreement with the ECCAAUP. If the Arbitrator finds that there is no "conflict", the provision in this Agreement, with no other remedy, shall apply as of seven (7) working days after the College's receipt of the decision or such other time as the College and the Union agree.

**15.10.a** The Union will indemnify and hold harmless the College, its trustees, officers, agents and employees, against any and all suits, claims, demands, proceedings or other liabilities (1) for damage to property or injury to any persons caused by the Union or its agents, representatives, employees or members acting not in a capacity as employees of the College, or (2) that may arise out of any action taken by the College for the purpose of complying with this Agreement. The College shall undertake the defense of such claims and all expenses thereof, including legal fees, shall be paid by the Union.

**15.10.b** Section 15.10.a applies to this Agreement, except for Sections 9.4.a-g and 9.5.a-l as those Sections are indemnified by Section 9.3.

## **Article 16**

### **Miscellaneous**

- 16.1 The College will provide the Union with the telephone numbers of unit members to the extent such numbers have been provided to the College.
- 16.2 The Union will be allowed a brief presentation at new affiliated faculty orientation for the purpose of informing affiliated faculty about its organization, officers and dues and fees requirements.
- 16.3 Email access, building and library access will ordinarily only be terminated at the beginning of the second consecutive semester (fall or spring) where the affiliated is not teaching for the College. However, the College retains its right to immediately terminate email, building and/or library access of any unit member who is terminated for cause, or if the College reasonably believes the unit member's continued access poses a threat to any member(s) of the Emerson College community. An illustrative list of what might be a reasonable belief would include but is not limited to: the College believes the unit member is suspended for cause, has no trespass orders, has a no-contact order or similar offenses.
- 16.4 Affiliated faculty shall be included in the evaluation of their department chairs, program directors and deans and other similar positions with an equivalent supervisory function to the extent such evaluation opportunities are available to other full time faculty members. These evaluations will be made anonymously.
- 16.5 **TITLE CHANGES:**
- Affiliated faculty in Steps 1 and 2 shall be referred to as "Affiliated faculty members."
- Affiliated faculty in Steps 3, 4 and 5 shall be referred to as "Senior Affiliated faculty members"

## **Article 17**

### **Management Rights**

17.1 All management rights, powers, authority, responsibilities and functions, whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, are retained and vested exclusively in the College unless specifically modified by a specific provision of this Agreement.

17.2 Without limiting the generality of 17.1 above, the College has the right to the full and exclusive control, management, operation and direction of its business and affairs in carrying out its educational mission, including, but not limited to, the determination of its education

mission, its activities, its business and its location. The College has the right to establish academic policy; to establish, restructure or discontinue academic units, programs and specific courses; to determine the number and qualifications of faculty; to appoint, reappoint, terminate, evaluate or layoff faculty; to establish standards, duties and workload for faculty; to assign or reassign a faculty member's academic assignments; to determine the number of students per class and student qualifications; to determine days and hours of operation; and otherwise to manage the College to attain its goal of excellence in teaching and scholarship.

## **Article 18**

### **Waiver of Rights**

The failure by either party to insist in any one situation upon performance of any of the terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the College or the Union to future performance of any such term or provisions, and the obligation of the parties to such future performance shall continue.

## **Article 19**

### **Pre-Existing Rights, Privileges or Benefits**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are fully and exclusively set forth in this Agreement. Therefore, the College and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement. All rights and duties of both parties are specifically expressed in this Agreement and such expression is all inclusive. This Agreement constitutes the entire agreement between the parties and concludes collective bargaining for its terms, subject only to a mutual agreement to amend or supplement this Agreement.

## **Article 20**

### **Duration of Agreement**

**20.1** This Agreement shall be in full force and effect from April 21, 2015 to June 30, 2019 and 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 at least sixty (60) calendar days prior to the date of expiration, in which event

As of May 2015

# **COURSE CODE KEY**

**GROUP      COURSE PREFIX      COURSE DISCIPLINE**

1	WR100-199	FIRST YEAR WRITING
	CC100-199	FUNDAMENTALS OF SPEECH
	VM	VISUAL AND MEDIA ARTS
	LF	FRENCH
	LM	MANDERIN
	LS	SPANISH
	TH	THEATRE
	MU	MUSIC
	DA	DANCE
	CC	COMMUNICATION STUDIES
	JR	JOURNALISM
	PA	PERFORMING ARTS
2	PH	PHILOSOPHY ETHICS AND RELIGION
	LI	LITERATURE
	WR200+	WRITING
	SC	SCIENCE
	PB	PUBLISHING
	IN	INTERDISCIPLINARY STUDIES
	HS	HONORS
3	PS	PSYCHOLOGY
	SO	SOCIOLOGY
	CD100-599	COMMUNICATION DISORDERS- UNDERGRADUATE
	HC 100-599	HEALTH COMMUNICATION-UNDERGRAD
	MT	MATH
	HI	HISTORY
	PL	POLITICAL SCIENCE
	EC	ECONOMICS
4	MK	MARKETING COMMUNICATION
	GM	GLOBAL MARKETING
	MB	BUSINESS AND ENTREPRENEURSHIP
	HC 600+	HEALTH COMMUNICATION-GRADUATE
	CD 600+	COMMUNICATION DISORDERS-GRADUATE

## APPENDIX A

### AFEC Salary Grid Changes 2014-15:

STEP	WR100 199	CC100- 199	VM,LF, LM MU,DA,CC LS,TH,JR, PA	PH	WR200+ SC,HS, IN, PB LI	PS,SO	CD100-599 HC100-599 MT,HI	PL	EC	GM,MK, CD600+ HC600+ MB
1	\$1,125.28	\$1,159.30	\$1,261.60	\$1,295.72	\$1,329.80	\$1,363.90	\$1,397.99	\$1,466.21	\$1,670.78	\$1,773.08
2	\$1,241.11	\$1,279.34	\$1,391.18	\$1,429.38	\$1,467.55	\$1,504.38	\$1,542.58	\$1,617.59	\$1,842.62	\$1,955.85
3	\$1,357.16	\$1,397.99	\$1,522.13	\$1,563.05	\$1,603.95	\$1,644.86	\$1,685.79	\$1,769.01	\$2,015.85	\$2,138.61
4	\$1,473.11	\$1,518.03	\$1,651.69	\$1,696.69	\$1,741.70	\$1,785.35	\$1,830.36	\$1,920.38	\$2,187.72	\$2,321.36
5	\$1,589.04	\$1,638.04	\$1,782.63	\$1,830.36	\$1,878.10	\$1,927.20	\$1,974.93	\$2,070.40	\$2,359.56	\$2,504.14

STEP	VM, LF, LM, MU,DA,CC, LS,TH,JR, PA WR100-199	WR200+ SC,HS, LI IN, PB, PH	CD100-599 HC100-599 MT,HI, EC, PL PS, SO	GM,MK, CD600+ HC600+ MB
1	\$1,261.60	\$1,329.80	\$1,397.99	\$1,773.08
2	\$1,391.18	\$1,467.55	\$1,542.58	\$1,955.85
3	\$1,522.13	\$1,603.95	\$1,685.79	\$2,138.61
4	\$1,651.69	\$1,741.70	\$1,830.36	\$2,321.36
5	\$1,782.63	\$1,878.10	\$1,974.93	\$2,504.14

## MEMORANDUM OF UNDERSTANDING

### WORKLOAD


Emerson College ("College") and the Affiliated Faculty of Emerson College, American Association of University Professors ("Union") enter into this agreement as part of the Agreement.

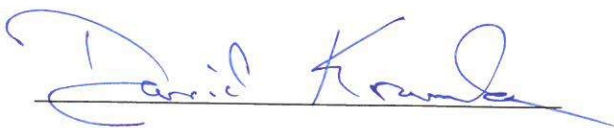
1. This agreement supplements Article 5 of the Agreement and is incorporated in and made part of said Article 5.
2. The part-time faculty members listed below may be assigned by the College to teach up to the maximum number of credits set forth below each academic year during the term of this Agreement, except that no more than twenty (20) credits may be taught in the Day School.

<u>Name</u>	<u>Credits</u>
Brian McNeil	28
Kevin Miller	24
Peter Shippy	32
Thomas Smith	28
Aleksander Wierzbicki	24

This *Memorandum of Understanding on Workload* will only continue for the life of the Agreement, or any mutual extension of the Agreement.

3. The College will not provide copies of this Memorandum to part-time faculty covered by this Agreement or a third party. However, the Union may provide copies of this Memorandum to part-time faculty covered by this Agreement or a third party.


  
\_\_\_\_\_  
Emerson College

  
\_\_\_\_\_  
Affiliated Faculty of Emerson College,  
American Association of University Professors

this Agreement shall terminate at midnight of June 30, 2019 unless renewed or extended by mutual written agreement signed by the parties.

**20.2** 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 but in no event earlier than ninety (90) days prior to the expiration date of this Agreement.

**FOR: EMERSON COLLEGE**



**FOR: Affiliated Faculty of Emerson College,  
American Association of University Professors**



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