

Summary of Tentative Agreement
Initial 3-Year Adjunct and Part-time Contract Faculty Collective Bargaining Agreement Between
SEIU Local 509 and Brandeis University

JOB SECURITY AND INCOME STABILITY

Adjunct faculty: Job Security

- **Initial one-year appointments:** Brandeis will appoint faculty to initial one-year appointments if they will be teaching in both the fall and spring semesters.
- **Two-year appointments:** After three one-year appointments, faculty will be eligible for a two-year appointment.
- **Three-year appointments (Arts & Sciences, Heller and IBS):** After the two-year appointment, faculty in A&S, Heller, and IBS will be eligible for three-year appointments.
- **Rights of first refusal (Rabb GPS):** Rabb GPS faculty who develop the most recent version of a course – including the initial development – will have right of first refusal to teach the course, and will be given good faith consideration to redevelop the course, which in turn grants the right of first refusal to continue teaching the course.

Adjunct faculty: Income Stability

- Faculty on multi-year appointments will be protected from a reduction in course load – and thus income – from year to year: the annual course load for a multi-year appointment will be based on the average number of courses taught over the previous three years.
- Faculty on multi-year appointments will be guaranteed the income for the number of courses in their assignment **even in the event of a class cancellation.**
- Faculty who are benefits-eligible will maintain benefits **even if a class cancellation would bring them below the 50%-FTE eligibility threshold.**
- Faculty will receive course assignments at least 45 days before the start of assignment.
- Faculty on one-year appointments in Arts & Sciences, Heller, and IBS whose course assignments are canceled within 30 days before the start of the fall or spring semester will receive a cancellation fee of 20% of the course payment.
- Faculty on one-year appointments teaching in Rabb GPS or a summer session whose course assignments are canceled within 7 days before the start of the term will receive a cancellation fee of 20% of the course payment.

Part-time Contract Faculty on Salaried %-FTE Appointments

- **Initial three-year appointments:** Brandeis will appoint salaried part-time faculty to initial three-year appointments on a %-FTE basis.
- **Subsequent five-year appointments:** After the initial three-year appointment, Senior Lecturers, Associate Professors and Professors will be up for five-year %-FTE appointments.
- Salaried part-time faculty will be guaranteed the income for the number of courses in their assignment **even in the event of a class cancellation.**
- Salaried part-time faculty who are benefits-eligible will maintain benefits **even if a class cancellation would bring them below the 50%-FTE eligibility threshold.**

Respect and Reciprocal Commitment

- Appointments, reappointments and course assignments are subject to the performance of the faculty and institutional needs (like enrollment, financing, and the assigning of work to full-time faculty).
- Nonetheless, appointment and course assignment decisions based on faculty performance for faculty on, or being considered for, multi-year appointments are subject to the grievance and arbitration procedure.
- Where multiple faculty are relatively equal in all factors, seniority will be the tiebreaker.

- When the hiring of, or the reassignment of courses to, a full-time faculty member results in the non-reappointment of a part-time faculty member from their second multi-year appointment to their third multi-year appointment (or beyond), Brandeis will notify the part-time faculty member of the non-reappointment by October 1 the final year of the appointment. If Brandeis is unable to meet this October 1 notification deadline, the non-reappointed faculty member will be given a one-year terminal appointment following the final year of the current appointment.

COMPENSATION AND BENEFITS

Minimum Per-credit Rates and Increases Every Year

- Adjunct faculty will make minimum per-credit rates and %-FTE faculty will earn minimum salary bases.
- Each academic year beginning with the Fall 2017 semester, faculty will have their pay raised to the minimum per-unit rate or FTE salary base, or receive across-the-board increases of 3.5%, 2%, and 2% percent – whichever is higher.

Academic Year	Minimum Per-Unit Rates for Adjunct Faculty				Salary Bases for Percentage-FTE Faculty
	Step	Years	Per-Unit Rate (except for Rabb GPS)	Per-Unit Rate (Rabb GPS)	
2017-18	1	≤ 5	\$1,800	\$1,750	\$53,550
	2	6+	\$2,000	\$1,850	
2018-19	1	5	\$1,840	\$1,800	\$54,621
	2	6+	\$2,050	\$1,900	
2019-20	1	≤ 5	\$1,880	\$1,850	\$55,713
	2	6+	\$2,100	\$2,100	

Rewarding Longevity

- To reward longevity, Brandeis will introduce a two-step system for adjunct faculty salaries in Arts and Sciences, where the vast majority of adjunct faculty teach. (Rabb GPS, Heller and IBS all currently have step systems of one form or another.) After 5 years of teaching at least one course per year, adjunct faculty will advance to Step 2.
- Adjunct faculty will be credited for years already taught at the time this agreement goes into effect. So if someone began teaching in 2012-13 and has taught every year since, they would be at Step 2 for 2017-18.

The net effects of these raises and steps over the 3-year life of the contract are:

School (current pay)	Average 3-Year Increase	School (current pay)	Average 3-year Increase
A&S (\$6,700/course)	19.7%	Rabb GPS (\$5,400/course)	16.7%
Rabb GPS (\$5,000/course)	14.3%	Rabb GPS (all)	17.0%
Rabb GPS (\$5,100/course)	22.1%	Heller (all adjunct faculty)	8.3%
Rabb GPS (\$5,200/course)	21.2%	IBS (all adjunct faculty)	7.7%
Rabb GPS (\$5,300/course)	18.9%	% FTE (all schools)	8.8%

Benefits

- Faculty will retain all benefits for which they are currently eligible.
- Faculty who are benefits-eligible will maintain benefits even if a class cancellation would bring them below the 50%-FTE eligibility threshold.

PERFORMANCE EVALUATIONS

Beyond Student Evaluations...

- Faculty will be reviewed for reappointment on the basis of more than just student evaluations, including: syllabi; course materials; timeliness of submissions (e.g., grades); student feedback about the faculty member's performance made outside the formal end-of-course student evaluation; and service and advising, where such work is included in the faculty member's responsibilities as stated in the appointment letter.
- Faculty may provide self-evaluations as part of the performance review process.
- Faculty can meet with their supervisor as part of the performance review process.

...But Making Sure Students Take Them Seriously

- Brandeis will inform students each term that end-of-course evaluations are used in part to determine compensation, appointments, reappointments, course assignments, and promotions.

Review for Multi-year Appointments (A&S, Heller and IBS)

- Faculty being considered for multi-year appointments in the College of Arts and Sciences, International Business School, or Heller School will be reviewed in the final year of their appointments.
- In the Fall deans and chairs/directors will appoint review committees comprising tenure-line and contract faculty. The committee will establish criteria for reviewing faculty members being considered for a multi-year appointment, provided that they should include the factors listed above (syllabi etc.), and begin its review no later than the first day of the Spring semester.
- The supervisor will write a report summarizing the committee's findings and submit to the dean's office, along with the self-evaluation (if submitted).

Review for Multi-year Appointments (Rabb GPS)

- Rabb GPS faculty will continue to be evaluated on an ongoing basis according to the GPS standards for course materials, instructor engagement, and grading.
- Rabb GPS faculty will also be able to provide self-evaluations and meet with the Director of Online Learning and Instructional Design as part of the performance review process.

INCLUSION AND SUPPORT FOR PROFESSIONAL DEVELOPMENT

Academic Freedom

- Part-time faculty maintain the same academic freedom as the rest of the faculty. We agreed to negotiate the inclusion of additional language on freedom of expression once the Presidential Task Force on Free Expression completes its report.

Community Inclusion

- All part-time faculty can attend and participate in Faculty Meeting. Depending on rank and appointment, Brandeis will invite part-time faculty to participate in departmental/program and college/school meetings.
- Part-time faculty will receive all emails sent to Brandeis faculty email distribution lists.

Professional Development

- Brandeis will create a \$25,000 professional development fund each year.
- Faculty who have taught at Brandeis for at least one year and are teaching two courses or their equivalent can apply for up to \$2,500.

- There will be a labor-management committee to review applications to the fund.
- Unused funds will not roll over so it important that we spend this fund down annually.

Open Positions

- Chairs/directors will notify their part-time faculty whenever a full-time or %-FTE position opens up in their department/program.
- In the event that a part-time faculty member applies for and does not get a full-time or %-FTE position, they will have the right to learn from the dean why they were not hired.

OUR UNION: A VOICE FOR PART-TIME FACULTY

Recognition

- Brandeis recognizes SEIU Local 509 as the exclusive representative for the purposes of collective bargaining for part-time non-tenure-track faculty and graduate students who teach courses beyond their stipend and are compensated on a per-course basis.
- Brandeis must notify and bargain with the Union over the effect of changes in policy (where the contract is silent) to the terms and conditions of employment for bargaining unit members.

Union Rights

- Union representatives will have access to the campus. Union meetings can be held on campus.
- Union representatives will be given time during orientations to meet with new part-time faculty.
- The Union can post materials on University bulletin boards.

Management Rights

- Except as expressly limited, the administration reserves the usual and customary functions of management. Specific articles in the contract supersede the Management Rights article.

Labor-Management Committees

- A joint committee of five union members and five administration representatives will meet at least once per semester, and once in June, to review ongoing matters of mutual concern in a non-bargaining, non-adversarial process. More meetings may be added by consent of both parties.
- As noted above, there will be a separate joint labor-management committee to review requests for professional development funding.
- There will be a third joint labor-management committee to review course registration and cancellation trends each semester.

Union Security and Dues Check-Off

- It is a condition of employment for current and future part-time faculty either to become a member of the union and pay dues (1.5%) or pay a representational fee (currently 1.27%) in lieu of dues and membership.
- Members of the federal, state, or District of Columbia judiciaries and faculty who affirm in writing that paying the representational fee to the union will pose a conflict of interest with respect to their employment outside Brandeis will be required to contribute to one of five designated charities in the same amount as the representational fee.
- Lecturers may pay dues, representational fees, or charitable contributions through payroll deduction each pay period.
- Lecturers may voluntarily contribute to SEIU Local 509's political action fund.

Bargaining Unit Information

- Each term, Brandeis will provide an updated list of bargaining unit members and detailed information on courses taught.

Grievance, Mediation, and Arbitration

- There will be an internal formal dispute resolution process related to interpretation and/or application of the contract – though both parties commit first to attempt informal resolution.
- The process includes non-binding mediation and, if still unresolved, binding outside arbitration.

No Strike/No Lock-Out

- During the term of the contract, part-time faculty may not engage in a strike or work stoppage, including sympathy strike. The University cannot lock faculty members out. This is in exchange for binding arbitration.

Discipline and Discharge

- Faculty will not be disciplined or discharged without just cause. Faculty members will have the right to Union representation in any investigatory meeting which may lead to discipline.
- Non-reappointment shall not be subject to a just cause standard.

Duration

- This initial collective bargaining agreement will expire June 30, 2020.
- Negotiations for a second agreement will begin early in 2020.