

Contract between the Affiliated Faculty of Emerson College, American Association of University Professors (AFEC-AAUP), and Emerson College, May, 2004

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Preamble

The purpose of this Agreement, entered into the 2nd day of March, 2004 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 provision thereof are not subject to the provisions of Article 6, 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 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 Continuing Education Program 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 provision thereof are not subject to the provisions of Article 6, Grievance Procedure and Arbitration.

Article 2

Academic Freedom

2.1 Part-time faculty 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 Part-time faculty 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

Part-time faculty shall receive notification of appointment or reappointment by July 7th for the Fall Semester and by December 15th for the Spring Semester. The decision by the College not to appoint or reappoint a part-time faculty member is not subject to Article 6, Grievance and Arbitration.

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 semesters. Faculty at Steps 4 and 5 shall receive appointments for four semesters.

3.4 On-Campus Offices and Equipment

Part-time 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 part-time faculty member. The personnel file should contain records of peer evaluation, student evaluation, dean/chair notes, the faculty member's resume and any additional information provided, including letters, details on scholarly activities, publication status, research grants, and awards.

3.5.b Part-time 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 part-time 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. The College may not discipline or terminate a 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. Just cause includes, but is not limited to, the following, 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 turn grades in on time 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, a part-time or full-time faculty member, staff member or visitor;
- Assault or battery of a student, a part-time or full-time faculty member, staff member or visitor;

- Plagiarism at anytime in a faculty member’s career;
- Submission of falsified information to the College;
- Violation of the College’s Alcohol/Drug Policy;
- 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 a part-time 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

When the Director of Human Resources receives a written job description from the Vice-President for Academic Affairs with respect to a full-time faculty position, the Director of Human Resources will send a copy of the written job description to the President of the Union.

Article 4

Salary and Benefits

4.1 For the period September 1, 2003 to May 31, 2004, 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

Course Prefix ¹	WP 100-199	OP 100-199	VA,MA	PH	LI, WP 200+	PS	CD 100-599	PL	EC	MH, GM
			LF,LS		SC, HS	SO	MT			CD 600+
			TH,MU,DA				HI			
			OP,JR,PA							
Step										
1 Minimum	\$ 825	\$ 850	\$ 925	\$ 950	\$ 975	\$1,000	\$ 1,025	\$1,075	\$1,225	\$ 1,300
2 Quarter Point	\$ 910	\$ 938	\$ 1,020	\$1,048	\$ 1,076	\$1,103	\$ 1,131	\$1,186	\$1,351	\$ 1,434
3 Midpoint	\$ 995	\$ 1,025	\$ 1,116	\$1,146	\$ 1,176	\$1,206	\$ 1,236	\$1,297	\$1,478	\$ 1,568
4 Three Quarter Point	\$ 1,080	\$ 1,113	\$ 1,211	\$1,244	\$ 1,277	\$1,309	\$ 1,342	\$1,408	\$1,604	\$ 1,702
5 Maximum	\$ 1,165	\$ 1,201	\$ 1,307	\$1,342	\$ 1,377	\$1,413	\$ 1,448	\$1,518	\$1,730	\$ 1,836

¹ A table of course prefixes appears at page 25.

4.2 Faculty members who have taught up to 64 credits shall be paid at Step 1 (Minimum). Faculty members who have taught 65 to 128 credits shall be paid at Step 2 (Quarter Point). Faculty members who have taught 129 to 192 credits shall be paid at Step 3 (Midpoint). Faculty members who have taught 193 to 256 credits shall be paid at Step 4 (Three-quarter Point). Faculty members who have taught more than 256 credits shall be paid at Step 5 (Maximum). 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.

4.3 Only credits taught in the Day School or the Continuing Education Program 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 full-time faculty, full-time faculty with fixed-term appointment, 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 at a higher step, regardless of the number of credits they have taught at the College.

4.6 If a course is cancelled, the 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, a faculty member shall be paid 1/12 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. A 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. Thesis Reader:

For serving as Thesis Reader, a faculty member shall be paid 1/24 of the salary that faculty member would be paid to teach a four (4)-credit course in the discipline of the respective thesis. A faculty member may not serve as Thesis Reader for more than four (4) theses per semester.

c. Directed Study Supervisor:

For serving as Directed Study Supervisor, a faculty member shall be paid 1/12 of the salary that faculty member would be paid to teach a four (4)-credit course in the discipline of the respective directed study. A faculty member may not serve as Directed Study Supervisor for more than two (2) directed studies per semester.

d. Effective Date

Section 4.7.a and b and c shall become effective as of the Fall 2004 Semester.

Credits for serving as Chair of Master's Thesis, Master's Project, Senior Thesis, or Writing Project, Thesis Reader, or Directed Study Supervisor, shall not be counted toward the maximum credit limits outlined in Article 5, nor shall they be counted for purposes of calculating salary Steps or health plan eligibility.

4.8 No part-time faculty 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 Each September during the term of this Agreement, the College shall increase the salaries in Table 4.1 by the greater of (a) three percent (3%) 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%).

4.10 **Medical and Dental Plans**

a. The College shall offer 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

i. The College shall pay fifty percent (50%) of the cost of each 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).

ii. The College shall pay one hundred percent (100%) of the cost of coverage under the Delta Dental Plan for the faculty member. 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 shall pay the difference between the cost of the faculty member's health plan and the contribution by College under Section b above.

d. Eligibility

Faculty members are eligible to participate in the medical and dental plans provided they have taught at least 64 credits at the College and are employed to teach sixteen (16) credits during the academic year. In the case of Communication Disorders courses numbered 600 or higher carrying three (3) credits, the number of credits actually taught shall be multiplied by one and one third to calculate health plan eligibility.

e. Only credits taught in the Day School or the Continuing Education Program at the College's Boston, Massachusetts campus shall be counted in determining health plan eligibility. Credits taught at other institutions, credits taught in summer school or when the faculty member held the status of full-time faculty, full-time faculty with fixed-term appointment, 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. A 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 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 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 faculty members are also eligible for coverage under the medical plans, subject to approval by the plan provider. A 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 under Massachusetts law, 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 Massachusetts. 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 make available to a faculty member the direct deposit of paychecks to a Massachusetts bank for a faculty member so long as the faculty member complies with the College's procedures and the direct deposit service is made available by the College to employees who are not part-time faculty members.

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 Continuing Education, which a faculty member may be assigned by the College to teach each academic year. However, the part-time faculty, who are identified in a mutually agreed upon Memorandum of Understanding, which is incorporated in and made part of this Agreement, may be assigned by the College to teach up to the maximum number of credits, as set forth in the Memorandum, each academic year during the term of this Agreement, except that no more than sixteen (16) credits may be taught in the Day School.

5.2 The College and a 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.

5.3 Section 5.1 shall become effective as of the Fall 2004 Semester.

Article 6

Grievance Procedure and Arbitration

6.1 Definition of a Grievance

6.1.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 either the College or the Union, provided that the expressed provision(s) allegedly violated is subject to this Article 6.

6.1.b The College or the Union may file a grievance. A part-time faculty member may not file a grievance; however, the Union may file a grievance on behalf of a part-time faculty member.

6.1.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.

6.1.d The Union may not file a grievance against the College for an action engaged in by a part-time 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 6, but may not grieve the exercise of discretion by the Department Chair.

6.2 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.

6.2 Step 1

Union Grievance

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 Director of Human Resources or by an authorized Union representative personally delivering the written grievance to the College's Director of Human Resources (and no one else) and contemporaneously receiving a written acknowledgment of said delivery from the College's Director of Human Resources (and no one else) on or before the tenth (10th) business day after the action to be grieved first occurred. Upon request by the College, the Union must provide to the College's Director 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 (10th) 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 (7th) business day after the receipt of the Union's written grievance by the College's Director of Human Resources, the College's Director 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 (5th) business day after said meeting, the College's

Director 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 (20th) business day after said answer is mailed by the College.

College Grievance

A. The College must submit its grievance in writing either by mailing a written grievance by certified mail, return receipt requested, to the Union's President or by the College personally delivering the written grievance to one of the Union's authorized representatives and contemporaneously receiving a written acknowledgment of said delivery from the authorized representative on or before the tenth (10th) business day after the action to be grieved first occurred. Upon request by the Union, the College must provide to the Union's President a copy of the completed USPS Receipt for Certified Mail to prove that the written grievance was mailed on or before the tenth (10th) 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 (7th) business day after the receipt of the College's written grievance by the Union's President or authorized representative, the Union's President or a designee will meet with the College's Director of Human Resources or designee concerning the written grievance. On or before the fifth (5th) business day after said meeting, the Union's President or designee will mail a written answer to the grievance by certified mail, return receipt requested, to the College's Director of Human Resources. The written answer will be deemed to be the final resolution of the grievance unless arbitration is sought on or before the twentieth (20th) business day after said answer is mailed by the Union.

6.2 Step 2

If the grievance is appealed from Step 1 to the American Arbitration Association on or before the twentieth (20th) business day after said answer is mailed, the appealing party must mail by certified mail, return receipt requested, a copy of the Demand For Arbitration to the other party. Upon request by the other party, the appealing party 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.

6.3 Arbitration

6.3.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.

6.3.b Each party will pay any compensation and expenses (including time off from work) relating to its own witnesses and/or representatives. However, part-time 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.

6.3.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.

6.3.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.

6.3.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/Union violated this Agreement as alleged in the grievance and the appropriate remedy under this Agreement, if any.

6.4 General Provisions

6.4.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 11 of this Agreement.

6.4.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.

6.4.c Union representatives authorized to deliver a grievance to the Director of Human Resources or to receive a grievance from the College are the Union President and Union Grievance Officer.

6.4.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 7

Representation

7.1 Access to Information

7.1.a The College's Vice President for Academic Affairs 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 Vice President for Academic Affairs 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; and the scheduled day and time for each course being taught that semester by each faculty member. This information will be provided to the Union's President in both paper and electronic formats, sorted alphabetically by name and by department.

(1) Fall Semester.

(a) Between August 24 and September 2: returning unit faculty 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 November 1: all unit faculty.

(2) Spring Semester.

(a) Between January 13 and January 21: returning unit faculty 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 unit faculty.

7.1.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.

7.1.c The Union will provide the College's Vice President for Academic Affairs 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 Vice President for Academic Affairs or a designee within ten days of their effective date.

7.1.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) to the extent that website is maintained by the Union.

7.2 Communication and Meetings.

7.2.a For the purpose of carrying out its official business, the Union may hold meetings solely with the part-time faculty and/or full-time faculty of the College, together with representatives of the AAUP, to conduct official Union business on the College's Boston campus so long as such facilities are available and the Union complies with the rules, regulations and practices relating to the use of such facilities.

7.2.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.

7.2.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.

7.2.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.

7.2.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 Vice President for Academic Affairs 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.

7.2.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.

7.2.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.

7.2.h The Union's telephone number and address for purpose of notice are 617-824-7600, X2134 (David Akiba) and David Akiba, c/o Emerson College, Department of VMA, 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 Director of Human Resources and the College's Vice President for Academic Affairs.

7.2.i The College will list the Union in the internal College directory under the name of the Union, providing the names and telephone numbers of the Union's president, vice-president and grievance officer.

7.3 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 7.4.a-g. and Article 7.5.a-i., 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.

7.4 Costs of Representation

7.4.a Membership. Each unit faculty member, as defined at Article 1, may elect to be or not to be a member of the Union. Each faculty member who voluntarily becomes a member of the Union will, as a condition of employment, remain a member for the duration of this Agreement. The Union will represent all unit faculty members regardless of the faculty member's membership or lack of membership in the Union. No faculty member will be discriminated against by the Union or the College because of the faculty member's voluntary choice to be or not to be a member of the Union.

7.4.b All bargaining unit members who elect to become a member of the Union shall either 1) provide the College with written authorization to deduct membership dues in accordance with Article 7.4.c below, or 2) make alternate arrangements with the Union to pay the membership dues.

7.4.c The College agrees that it will deduct Union membership dues for the semester in an amount established and certified in writing by the Union's Treasurer to the College's Chief Financial Officer no later than November 15 for the Fall Semester and March 15 for the Spring Semester from the wages of each faculty member who executes a written authorization to the College to make such deductions. Deductions for the Fall semester will be made from the faculty member's wages for the pay period of December and for the Spring semester will be made from the faculty member's wages for the pay period of April. The College will forward to the Union the withheld funds, subject to deductions authorized by Article 7.2.d above, within ten business days of the date on which the funds were withheld.

7.4.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.

7.4.e Any authorization to withhold membership dues from the wages of a faculty member shall terminate and such withholding shall cease only upon the happening of any of the following events: (a) separation from employment, or (b) written notice by the faculty member to the College's Chief Financial Officer of cancellation of the authorization, or (c) the expiration of this Agreement.

7.4.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 dues for that semester directly from the faculty member.

7.4.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.

7.5 Union Shop

7.5.a If the Union establishes on or before November 15 of any year this Agreement is in effect that at least 64% of the bargaining unit members, as set forth at Article 1, are members in good standing of the Union, Sections 7.5.a-i shall become effective and shall remain in effect for the duration of this Agreement, replacing Sections 7.4.a-g..

The 64% status shall be demonstrated by a comparison of the list of part-time teaching faculty who are employed as of November 1 (See Article 7.1.a above) with the official records of dues paying members in good standing of the Union as of November 1. This comparison will be done by a representative of the Federal Mediation and Conciliation Service who will certify the results in writing to both the College and the Union.

7.5.b Each part-time faculty member employed as of November 1 and each faculty member hired after November 1, 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.

7.5.c All bargaining unit members shall either (1) provide the College with written authorization to deduct membership dues in accordance with Article 7.5.d below, or (2) make alternate arrangements with the Union to pay the membership dues.

7.5.d The College agrees that it will deduct Union membership dues for the semester in an amount established and certified in writing by the Union's Treasurer to the College's Chief Financial Officer no later than November 15 for the Fall Semester and March 15 for the Spring Semester from the wages of each faculty member who executes a written authorization to the College to make such deductions. Deductions for the Fall semester will be made from the faculty member's wages for the pay period of December and for the Spring semester will be made from the faculty member's wages for the pay period of April. The College will forward to the Union the withheld funds, subject to deductions authorized by Article 7.2.d above, within ten business days of the date on which the funds were withheld.

7.5.e 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.

7.5.f Any authorization to withhold membership dues from the wages of a faculty member shall terminate and such withholding shall cease only upon the happening of any of the following events: (a) separation from employment, or (b) written notice by the faculty member to the College's Chief Financial Officer of cancellation of the authorization, or (c) the expiration of this Agreement.

7.5.g 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.

7.5.h 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.

7.5.i 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.

Article 8

Non-Discrimination

8.1 Neither party will discriminate against any faculty member because of race, creed, color, national origin, physical or mental disability, age, sex, sexual orientation, Union activity or lack thereof or Union membership or lack thereof.

8.2 This Article or any provision thereof is not subject to Article 6, Grievance Procedure and Arbitration.

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

Article 9

Past Practices

All past practices end upon the execution of this Agreement.

Article 10

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 11

No Strike/No Lockout

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

11.2. Part-time faculty and the Union, its representatives, agents and members will not strike, picket, leaflet, handbill, sympathy strike or in any way or manner interfere with the work and business of the College. The Union and its representatives, agents and members will ensure that part-time faculty comply with these obligations.

11.3 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 6, 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 6, Grievance Procedure and Arbitration or any legal proceeding.

11.4 The College or the Union shall be entitled to obtain immediate arbitration whenever a violation of Section 11.1 or Section 11.2 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 11.1 or Section 11.2 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 11.1 or Section 11.2 has taken place, the College or the Union may proceed forthwith to secure a court order to confirm and enforce the Arbitrator's Award.

11.5 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.

11.6 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

11.7 The costs of the arbitration shall be shared equally by the College and the Union.

Article 12

Faculty Responsibilities

12.1 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.

12.2 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 Vice President of Academic Affairs or a designee.

12.3 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 Vice President for Academic Affairs 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.

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

12.5 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 13

General Provisions and Definitions

13.1 "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.

13.2 The term "academic year" as used in this Agreement shall consist of two semesters referred to as the "Fall Semester" and the "Spring Semester" as determined by the College. The Fall Semester shall begin after Labor Day and conclude no later than the day prior to Christmas Day. The holidays recognized during this semester are Columbus Day, Veterans Day, Thanksgiving Day and the day before and the day after Thanksgiving Day. The Spring Semester shall begin no earlier than January 2nd and conclude with commencement. The holidays recognized during this semester are Martin Luther King Jr. Day, Presidents Day, Patriots Day, and a one (1) week vacation period. The parties agree that the Academic Year may be changed in order to satisfy a state or federal requirement.

13.3 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.

13.4 "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.

13.5 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.

13.6 The term “party” means the College or the Union individually.

13.7 The term “parties” means the College and the Union collectively.

13.8.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 Vice President for Academic Affairs 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 Vice President for Academic Affairs 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 7.2.a). The College’s Vice President for Academic Affairs 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 Vice President for Academic Affairs must 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.

13.9.a In the event that the College’s Vice President for Academic Affairs 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 Vice President for Academic Affairs that they have mutually agreed upon a resolution. The College’s Vice President for Academic Affairs will notify in writing, within 15 calendar days, the Union and the ECCAAUP as to acceptance or non-acceptance of the jointly proposed resolution.

13.9.b Article 13.9, or any part thereof, is not subject to the provision of Article 6, 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 (10th) business day after the

College notifies the Union that it does not accept the jointly proposed resolution, may file a grievance, pursuant to Article 6, 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.

13.10.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.

13.10.b Section 13.10.a applies to this Agreement, except for Sections 7.4.a-g and 7.5.a-i as those Sections are indemnified by Section 7.3.

Article 14

Management Rights

14.1 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.

14.2 Without limiting the generality of 14.1 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 15

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 16

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 17

Duration of Agreement

17.1 This Agreement shall be in full force and effect from March 2, 2004 through June 30, 2008 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 this Agreement shall terminate at midnight of June 30, 2008, unless renewed or extended by mutual written agreement signed by the parties.

17.2 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

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 sixteen (16) credits may be taught in the Day School.

<u>Name</u>	<u>Credits</u>	<u>Name</u>	<u>Credits</u>
David Akiba	20	Brian McNeil	28
Jane Akiba	20	Kevin Miller	24
Margaret Aloï	24	William Riley	28
Robert Dulgrian	20	Peter Shippy	32
Ken Feil	24	Thomas Smith	28
John Fitzgerald	20	Susanne Strahl	20
Richard Gilman	20	Rex Trailer	24
Donna Halper	32	Aleksander Wierzbicki	24
Fredericka King	24	James Wolpaw	20

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.

4. The College agrees to a period of 30 calendar days after the execution of the Agreement for the Union President to submit to the College’s Vice President for Academic Affairs a written list of part-time faculty members, with reasons, whom the Union in good faith believes should be added to the above list. The Vice President for Academic Affairs will submit a written response to the Union President within 15 calendar days.

Emerson College

Affiliated Faculty of Emerson College,
American Association of University
Professors

March 2, 2004

COURSE CODE KEY

GROUP	COURSE PREFIX	COURSE DISCIPLINE
1	WP100-199	FIRST YEAR WRITING
2	OP100-199	FUNDAMENTALS OF SPEECH
3	VA	VISUAL ARTS
	MA	MEDIA ARTS
	LF	FRENCH
	LS	SPANISH
	TH	THEATRE
	MU	MUSIC
	DA	DANCE
	OP	ORGANIZATIONAL & POLITICAL COMMUNICATION
	JR	JOURNALISM
	PA	PERFORMING ARTS
4	PH	PHILOSOPHY, ETHICS AND RELIGION
5	LI	LITERATURE
	WP200+	WRITING AND PUBLISHING COURSES
	SC	SCIENCE
	HS	HONORS
6	PS	PSYCHOLOGY
	SO	SOCIOLOGY
7	CD100-599	COMMUNICATION DISORDERS-UNDERGRADUATE
	MT	MATH
	HI	HISTORY
8	PL	POLITICAL SCIENCE
9	EC	ECONOMICS
10	MH	MARKETING COMMUNICATION
	GM	GLOBAL MARKETING
	CD600+	COMMUNICATION DISORDERS-GRADUATE

Current as of March, 2004