

**COLLECTIVE BARGAINING AGREEMENT  
SEIU LOCAL 509 & TUFTS UNIVERSITY  
PART-TIME FACULTY  
2017 - 2022**

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## **PREAMBLE**

The Union and the University value and respect the role of its part-time lecturers (hereinafter "Faculty Members") covered by this Agreement as essential contributors to a learning community. Our relationship is characterized by a spirit of professionalism, collegiality, civility, and cooperation toward a common objective of providing an exceptional educational experience for the University's students.

We believe in effective communication, mutual respect, and meaningful involvement of Faculty Members in working towards this common objective. The Union recognizes and supports the commitment of the University to provide the very best in educational opportunities to all students. The University recognizes and respects the Union's commitment to advocating for the interests of its members.

The nature of our relationship is reflected in our ongoing collaboration to resolve issues of mutual interest as well as differences as they arise. We are committed to resolving disputes through such collaborative processes and, when necessary, the Grievance and Arbitration Procedures established in this Agreement, including its emphasis on informal resolution.

The University and the Union also agree that any public statements made during the term of this Agreement concerning any dispute or proceeding between the University and the Union will be consistent with the spirit of professionalism and civility that the parties have committed to maintain.

The parties are committed to promoting an awareness, understanding, and respect of diverse interests, opinions, and experiences and recognize the value such diversity has in providing a high quality education to every student. A culture that encourages collaboration and respect is vital to a positive work environment conducive to the success of the University's students and those who provide for their education.

## **A NOTE ON GENDER INCLUSIVITY**

As institutions fully committed to gender inclusivity, the University and the Union have agreed to use "they," "their" and "them" as singular, gender-neutral pronouns throughout this Agreement.

## **ARTICLE 1**

### **RECOGNITION AND BARGAINING UNIT DESCRIPTION**

1.1 Pursuant to the Certification of Representative issued by the National Labor Relations Board in Case No. 1-RC-109106, Tufts University (hereinafter referred to as the "University") hereby recognizes the Service Employees International Union Local 509, CTW, CLC, hereinafter referred to as the "Union," as the sole and exclusive collective bargaining

representative of all part-time lecturers employed by the University's School of Arts and Sciences.

1.2 Excluded from the bargaining unit are

- A. All other part-time lecturers in
  - (1) the Athletics Department,
  - (2) the College of Special Studies,
  - (3) the Experimental College,
  - (4) the Jonathan M. Tisch College of Citizenship and Public Service,
  - (5) the Graduate School of Arts and Sciences,
  - (6) the School of Engineering,
  - (7) the Fletcher School,
  - (8) the School of Dental Medicine,
  - (9) the School of Medicine,
  - (10) the Sackler School of Graduate Biomedical Sciences,
  - (11) the Cummings School of Veterinary Medicine,
  - (12) the Human Nutrition Research Center on Aging, and
  - (13) the Friedman School of Nutrition Science and Policy;
- B. All full-time lecturers;
- C. Tenured or tenure-track faculty;
- D. Visiting faculty;
- E. Other professional and non-professional employees;
- F. Graduate teaching assistants;
- G. Graduate research assistants;
- H. Post-doctoral students;
- I. Confidential employees;
- J. Deans;
- K. Provosts;
- L. Department Chairs; and
- M. All other supervisory and managerial employees and guards as defined in the Act.

1.3 When "Faculty Member" or "Faculty Members" is used in this Agreement, it shall refer to members of the bargaining unit as defined in this Article.

## **ARTICLE 2**

### **MANAGEMENT RIGHTS**

2.1 All management functions, rights, and prerogatives, written or unwritten, which have not been expressly modified or restricted by a specific provision of this Agreement, are retained and vested exclusively in the University and may be exercised by the University at its sole discretion. Such management functions, rights, and prerogatives include, but are not limited to, all rights and prerogatives granted by applicable law; the right to generally determine and effect the University's mission, programs, objectives, activities, resources, and priorities; to establish and administer procedures, rules and regulations, and direct and control University operations; to alter, extend or discontinue existing equipment, facilities, and location of operations; to determine or modify the number, qualifications, scheduling, responsibilities and assignment of employees; to establish, maintain, modify or enforce standards of performance, conduct, order and safety; to evaluate, determine the content of evaluations, and determine the processes and criteria by which employees' performance is evaluated; to establish and require employees to observe University rules and regulations; to discipline or dismiss employees; to establish or modify the academic calendars, including holidays and holiday scheduling; to assign work locations; to schedule hours of work; to recruit, hire or transfer; to determine all matters relating to employee hiring, retention, and student admissions; to introduce new methods of instruction; to subcontract all or any portion of any operations; and to exercise sole authority on all decisions involving academic matters.

2.2 Decisions regarding who is taught, what is taught, how it is taught and who does the teaching involve academic judgment and shall be made at the sole discretion of the University.

2.3 The University, in not exercising any function hereby reserved to it in this Article, or in exercising any such function in a particular way, will not be deemed to have waived its right to exercise such function or preclude the University from exercising the same in some other way.

2.4 No action taken by the University with respect to a management or academic right shall be subject to the Grievance and Arbitration Procedures unless the exercise of such right violated an expressly written provision of this Agreement.

## **ARTICLE 3**

### **EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION**

3.1 It is the policy of the University not to discriminate on the basis of race, color, national or ethnic origin, age, religion, disability, sex, sexual orientation, gender identity and/or expression, genetic information, military or veteran status (special disabled veterans, disabled veterans and Vietnam-era veterans), or any other characteristic protected under applicable federal or state law.

It is also a violation of University policy to retaliate against any individual for filing a complaint of discrimination or for cooperating in an investigation of alleged discrimination (protected activity). Unlawful discrimination has no place at the University and offends the University's core values, which include a commitment to equal opportunity and inclusion.

3.2 The University also maintains its commitment to affirmative action and a community that is truly integrated, diverse and inclusive.

3.3 The Union acknowledges that, like other University employees, Faculty Members covered by this Agreement are subject to University policies prohibiting discrimination and harassment, as referenced in this Article.

3.4 The University shall not discriminate against any Faculty Member on the basis of Union membership status or Union activity.

## **ARTICLE 4**

### **UNION SECURITY AND DUES DEDUCTION**

4.1 It shall be a condition of employment that all Faculty Members covered by this Agreement who are members of the Union in good standing as of its effective or execution date, whichever is later, shall remain members in good standing, and those who are not members in good standing as of the effective or execution date of this Agreement, whichever is later, shall, on or after the thirtieth (30th) calendar day following the later of the effective or execution date, become and remain members in good standing of the Union, or in lieu of union membership pay an agency fee. The amount of such agency fee shall be determined by the Union, in accordance with applicable law.

4.2 It shall also be a condition of employment that all Faculty Members covered by this Agreement who are hired on or after its effective or execution date, whichever is later, shall, on or after the thirtieth (30th) work day following the beginning of such employment either become and remain members in good standing of the Union, or pay an agency fee as determined by the Union.

4.3 The Union may request that a Faculty Member who fails to join the Union, maintain Union membership, or pay a representation fee shall be dismissed. If the Union makes such a request and so informs the Faculty Member in writing with a copy to the University, the University shall comply. Prior to any dismissal, the Faculty Member shall be offered an opportunity within thirty (30) calendar days, following the written notification from the Union to the University requesting discharge, to pay the required dues, initiation fees, and/or representation fees that have not been tendered. If the Faculty Member fails to pay within that time period, and the Union so verifies, the University shall dismiss the Faculty Member, provided, however, that no such dismissal shall take effect during a semester in which the Faculty Member is teaching a course or courses. In such case, dismissal will be at the conclusion of the semester.

4.4 The University further agrees to deduct voluntary contributions made by Faculty Members to the SEIU Local 509 Committee on Political Education (COPE) and to remit said contributions to the Union at the same time union dues and agency fees are remitted. Said contributions are strictly voluntary and can be in any amount as determined by the Faculty Member. Authorization forms submitted to the University will be processed prospectively on the next payroll and not retroactively.

4.5 Each payday, the University shall deduct from a Faculty Member's wages a sum of dues and/or fees owed the Union and authorized under the federal labor law, provided the Faculty Member has furnished the University a written assignment executed in accordance with law. The Union will provide to the University a suitable form for the authorization of this payroll deduction. As to new Faculty Members, the University will include that form, or a link to its electronic counterpart, in their initial employment packet. Authorization forms submitted to the University will be processed prospectively on the next payroll and not retroactively.

4.6 The Union shall be ultimately responsible for obtaining executed written assignments from existing Faculty Members. The Union may obtain these authorizations electronically. However, the University shall cooperate with the Union in seeking compliance with this provision by notifying covered Faculty Members at their time of hire of the existence of this Agreement and by providing them with union membership and pay deduction materials supplied by the Union. Materials voluntarily completed by the Faculty Member and returned to the University shall be promptly remitted to the Union.

4.7 Payment of Union dues and/or fees may be made via the check off procedure provided by this Article. It is agreed that the University shall assume no financial or other obligation arising out of the provisions of this Article. The Union hereby agrees that it shall indemnify, defend and otherwise hold the University harmless against any and all claims, demands, actions or proceedings by a Faculty Member arising out of or by reason of action the University takes pursuant to this Article.

4.8 The Union shall be entitled to have payroll deductions for membership dues from any Union member in the unit who indicates in writing that they wish such deductions to be made.

4.9 Each year, the Union shall establish and certify in writing to the University's Senior Director of Tufts Support Services the amount of dues and agency fees applicable to the bargaining unit. In addition, the Union will communicate any caps applicable to dues and/or fees applicable to the bargaining unit. The University will adjust prospectively the amount of dues and/or fees it deducts within two (2) pay periods of receiving written notice from the Union that these amounts have changed. The most current payroll deduction authorization form for any deductions authorized under this Article shall also be provided by the Union to the University.

4.10 Each payday, the University shall deduct from the paycheck of each bargaining unit member the dues and/or fees owed to the Union, provided the Faculty Member has furnished the University a written assignment executed in accordance with law and has been properly established in the University's payroll system.

4.11 On or about the fifteenth (15th) of the month following the deductions, monies so deducted by the University shall be transmitted by mail or electronically to the Union Treasurer or other Union designee. Such deductions shall continue until instruction to cease payroll deductions is given in writing by the Faculty Member consistent with section 4.12 below.

4.12 A Faculty Member shall be free to revoke their dues check-off authorization at any time by notifying the Union and the University by contacting both Tufts Support Services (tss@tufts.edu) and the Faculty Affairs Office in writing (e-mail is acceptable).

4.13 The Union may report missing or incorrect deductions to Tufts Support Services (tss@tufts.edu) and the Faculty Affairs Office in writing as they become known, and shall encourage the members of the bargaining unit to raise any errors with dues, fees, or contribution deductions in a timely manner with those same offices.

A. The University will correct payroll deductions processed incorrectly and will endeavor to correct a payroll deduction error of which it becomes aware -- whether through its own review or by notification of a Faculty Member or the Union -- during the next pay period, or within a reasonable amount of time based on administrative requirements and the circumstances.

B. Should the University fail to make the above deduction for two (2) consecutive pay periods notwithstanding its receipt of a valid written authorization and receipt of written notice of its error, the Union may issue notice to the University that it shall be liable to the Union for the amount thereof. This shall not constitute a waiver of the right of the University to collect or recover the monies directly from the Faculty Member.

4.14 The Union and the University agree to work collaboratively to address any concerns arising under this Article and to meet and discuss any process related issues or concerns that may arise for the purpose of ensuring compliance under this Article.

## **ARTICLE 5**

### **UNION RIGHTS**

5.1 Outside representatives of the Union shall have reasonable access to the University's facilities for the transaction of necessary Union business relating to this Agreement so long as normal business and classroom activities are not disrupted or attempted to be disrupted. The Union agrees to comply with all University regulations and policies regarding the use of University facilities, including following proper procedures for reserving meeting rooms.

5.2 The Union shall have access to meeting space on campus, subject to the same procedures as other campus organizations.

5.3 By October 15 of each year, the Union shall provide a list of those Faculty Members who will represent the unit in the adjustment of grievances, the processing of any disciplinary appeals, and in meetings with a Grievant or University representative, as well as in attending to other

matters relating to the administration of this Agreement. Such list will be periodically updated as needed.

5.4 Union representatives shall be given some time by the University at the regular school orientation to address Faculty Members in attendance.

5.5 The Union shall be permitted to post notices pertaining to legitimate and appropriate Union interests on designated University bulletin boards. The Union shall monitor the bulletin boards and shall promptly remove inappropriate or outdated material. The Union agrees that it will not post materials derogatory to the administration.

## **ARTICLE 6**

### **ACADEMIC FREEDOM AND FACULTY RIGHTS**

#### 6.1 Academic Freedom

A. Academic Freedom is essential to the free search for truth and its free exposition and applies to both teaching and research. Academic Freedom in its teaching aspect is fundamental, not only to the advancement of truth but for the protection of the rights of the teacher in teaching and of the student to freedom in learning as well. It carries with it duties correlative with rights.

B. Each Faculty Member is entitled to freedom in the classroom in discussing their subject, but should be careful not to introduce into their teaching controversial matter that has no relation to the subject.

C. When a Faculty Member speaks or writes as a citizen, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. A Faculty Member should remember that the public may judge the profession and the institution by their utterance. Hence, the Faculty Member should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not an institutional spokesperson.

6.2 In the classroom, a Faculty Member's pedagogy shall be guided by the course description and syllabus, requirements of effective teaching, adherence to academic and professional standards, and encouragement of the spirit of inquiry among students.

6.3 Faculty Members will follow the University's policy on plagiarism and the student code of conduct and other rules and regulations governing students' and Faculty Members' work expectations.

6.4 Standard Syllabi.

A. If there is a standard course syllabus, a Faculty Member who is teaching a course for the first time at the University shall receive from the Dean, Department Chair, Program Director, or designee, within a reasonable time before the beginning of their teaching assignment, a copy of the standard course syllabus to be used in the course.

B. If there is no standard course syllabus, or if the Faculty Member believes that the standard course syllabus should be modified, then they may discuss such changes or proposed new syllabus with the Department Chair or Program Director.

6.5 No Faculty Member will be disciplined for following established University policies.

6.6 To the extent a Department has particular written expectations on course syllabi, teaching and grading responsibilities, student assignments or other expectations, such written expectations will be made available to the Faculty Member before the beginning of the course.

6.7 Faculty Members may be given opportunities to teach a variety of courses, including elective, required and core courses.

## **ARTICLE 7**

### **BARGAINING UNIT INFORMATION**

7.1 Two (2) weeks prior to the start of each semester, the University will provide the Union with the following information regarding bargaining unit members:

- A. Name, home address, phone number, University email, employee id number;
- B. Department
- C. Semester first taught at the University;
- D. Length of individual contract;
- E. Faculty rank;

7.2 If any Faculty Members are hired after this initial list is sent to the Union, the University will provide the Union with the information listed in Sections 7.1(A-E) for the newly hired Faculty Members within two (2) days of the start of each semester.

7.3 Within two (2) weeks of the end of the ADD period each semester, the University will provide the Union with the following information regarding bargaining unit members:

- A. All courses assigned to the faculty member for the semester and the department from which the courses are offered;
- B. The per-course rate; and

C. All courses assigned and canceled, including the faculty member assigned to the course, the department from which the course was offered and the reason the course was canceled.

7.4 The Union agrees to notify the University of its upcoming obligations as defined in Article 7 two (2) weeks prior to the deadline established in Sections 7.1 and 7.3.

## **ARTICLE 8**

### **GRIEVANCE AND ARBITRATION**

8.1 A grievance within the meaning of this Agreement shall be any dispute concerning the interpretation, application or claimed violation of a specific term or provision of this Agreement.

8.2 A prompt and efficient method of settling grievances, as herein defined, is both desirable and necessary. This is the sole and exclusive procedure for the resolution of grievances under this Agreement. Moreover, notwithstanding the availability of the formal procedures of this Article, it is agreed that an informal resolution of any dispute is desirable. The parties agree that such informal resolution shall occur, if possible, by direct discussion between the Union and the University.

8.3 General Provisions

A. Any reference to "days" shall mean calendar days, unless otherwise specified. However, "days" shall not include the period between the University's Commencement and the first day of class in the Fall semester or the period between the last day of class in the Fall semester and the first day of class in the Spring semester.

B. The filing or pendency of a grievance under the provisions of this Article shall not prevent the University from taking the action complained of, subject, however, to the final decision of the arbitrator.

C. Failure by the Grievant to comply with the time limitations of Step 1 shall preclude any subsequent filing of the grievance.

D. All time limits herein may be extended by mutual agreement expressed in writing.

E. Unless the parties have agreed in writing to a specific extension of time, any grievance or demand for arbitration which is not filed at each step within the time limits contained herein shall be deemed waived and there shall be no further processing of the grievance or any arbitration thereon.

F. Failure by the University at any step to communicate its response within the specified time limits shall permit the Grievant to proceed to the next step.

G. Any grievance filed by the Union on behalf of two (2) or more Faculty Members may be initiated at Step 2. Additionally, as to any other grievance, the parties may proceed initially at Step 2 if by mutual agreement, in writing.

8.4 An aggrieved Faculty Member or the Union shall present a grievance within twenty-one (21) days after the Grievant became aware of, or reasonably could have known about, the action being contested. The grievance must be reduced to writing and must specify the nature of the grievance, the provision(s) of this Agreement at issue, and the relief requested.

8.5 If a grievance involves allegations that the University has discriminated on the basis of race, color, national or ethnic origin, age, religion, disability, sex, sexual orientation, gender identity and expression, veteran status (special disabled veterans, disabled veterans and Vietnam-era veterans), or any other class protected under University policy or applicable law, it will be processed through the procedures of the University's Office of Equal Opportunity (OEO). The matter will be investigated and the University shall make final determination on whether or not discrimination has occurred and take any necessary action. If the Union is dissatisfied with the University's final actions, the Union may take the matter to mediation and arbitration by serving notice in accordance with this Article.

8.6 Grievance Process. The following steps shall be followed in the processing of grievances:

A. Step 1. The Faculty Member shall file the grievance with their Department Chair or Program Director. The Chair or Director shall meet with the Faculty Member and/or Union within fourteen (14) days of receipt of the grievance to discuss the grievance. The respective parties may in their reasonable discretion bring additional individuals to the grievance meeting. Each side will notify the other as to who will attend the grievance meeting no later than 48 hours prior to the meeting. The Chair or Director shall write an answer within fourteen (14) days of the meeting. In the event an individual Faculty Member and the University settle a dispute without the written and express agreement of the Union, that settlement will not create a precedent for either party in the interpretation or application of this Agreement.

B. Step 2. A grievance not resolved at Step 1 may be appealed in writing by the Union to the Dean of the School of Arts and Sciences or their designee within fourteen (14) days of receipt of the Step 1 response, or within fourteen (14) days of the deadline for the Step 1 response, if none was received. The Union representative will contact the Dean's office after filing the grievance to schedule a meeting to be held as soon as practicable but no later than fourteen (14) days after the filing. The Dean of the School of Arts and Sciences or their designee, and the Academic Dean or their designee, shall meet with the Faculty Member and Union representative(s) for the purpose of attempting to resolve the grievance. If the grievance is not resolved at this meeting, the Dean or their designee shall respond to the Union in writing within fourteen (14) days of the meeting.

C. Mediation. A grievance not resolved at Step 2 may be processed to mediation by the Union by giving written notice to the University within fourteen (14) days of the Step 2 response, or within fourteen (14) days of the deadline for the Step 2 response, if none

was received. Only the Union may process a grievance to mediation. In such a case, the parties will attempt to agree upon a Mediator, but if they cannot do so within fourteen (14) days of the notice of mediation, they will agree to use the Federal Mediation and Conciliation Service and its procedures. Once appointed, the Mediator and the parties shall mutually agree upon a date for mediation and will endeavor to resolve the grievance at that meeting.

D. Arbitration. A grievance not resolved in mediation may be appealed to arbitration by the Union by giving written notice to the University within fourteen (14) days of the last mediation session. Only the Union may process a grievance to arbitration.

In such a case, the parties will attempt to agree upon an Arbitrator. However, if they cannot agree, then, within fourteen (14) days of the Union's notice of appeal to arbitration, the Union will request a list from the American Arbitration Association and selection shall be made in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.

- (1) Arbitration will be conducted in accordance with the Rules of the American Arbitration Association.
- (2) Each party shall bear the expense of preparing and presenting its own case. The compensation and expenses of the Arbitrator shall be borne equally by the parties.
- (3) The fees and expenses of the Arbitrator, and the cost of any hearing transcript, shall be borne equally by the Union and the University.
- (4) Unless otherwise mutually agreed, each arbitration hearing shall deal with no more than one (1) grievance.
- (5) The Arbitrator shall have no power to add to, subtract from, modify or disregard any of the provisions of this Agreement. The Arbitrator shall have no jurisdiction or authority to issue any award changing, modifying or restricting any action taken by the University on matters committed to the University's discretion under Article 2 (Management Rights) which are not further abridged by other terms of this Agreement.
- (6) The decision of the Arbitrator shall be final and binding on the parties, although each side retains whatever rights it has under state or federal law to challenge the decision and award.

8.7 If a Faculty Member must miss a class because they are required to attend an arbitration, there will be no loss of compensation from the University for that Faculty Member. The Faculty Member shall be responsible for scheduling a make-up class or arranging, sufficiently in advance of the scheduled class, for a suitable replacement to teach the class who is acceptable to the

Department Chair or immediate supervisor. Such replacement approval shall not be unreasonably denied.

8.8 All time limits herein may be extended by mutual agreement expressed in writing. Unless the parties have agreed in writing to a specific extension of time, any grievance or demand for arbitration which is not filed at each step within the time limits contained herein shall be deemed waived and there shall be no further processing of the grievance or any arbitration thereon.

## **ARTICLE 9**

### **ACCESS TO SERVICES**

9.1 New Faculty Members will be invited to the new faculty member orientation at the beginning of the school year.

9.2 Any written departmental Mission Statements, faculty handbooks, guidelines or procedures, to the extent they exist, shall be made available to the Faculty Member before the beginning of the course, with updates as available.

9.3 If the Faculty Member is authorized in advance by the University to purchase supplies, materials and/or software for a course, they will be promptly reimbursed, upon submission of a receipt or other documentation of the expense.

9.4 All proposed course-related field trips must be approved in advance by the relevant Department or Program Chair, and, if approved, Faculty Members must abide by applicable guidelines and policies relating to such field trips. If a Faculty Member receives written authorization to cover the costs of the approved field trip or similar expenses, they will be promptly reimbursed, upon submission of a receipt or other documentation of the expense.

9.5 To the extent available, Faculty Members shall have access in the Department to computers with Internet access, printers, photocopying, tech support and clerical/administrative support in order to prepare for classes and serve students. Faculty Members who teach after 5pm and on weekends will have access to office facilities and services in order to prepare for classes.

9.6 Faculty Members shall be provided with individual mailboxes in each department to receive student papers, campus and other mail.

9.7 Faculty Members shall have access to email and free wifi for the term of their appointment, and will not lose such access between semesters, unless notified of non-reappointment pursuant to Article 11 Appointments and Reappointments. As soon as a new Faculty Member's email is established, and the new Faculty Member is so informed, any notifications by the University will be sent to the Faculty Member's Tufts' email account, not to personal email accounts.

9.8 Faculty Members shall have access to appropriate space to prepare for class, meet with, and advise students, including private space when necessary. This should not be construed, however, as requiring private offices for Faculty Members. Prior to any decisions made at the

Department or School level related to the allocation of office space, the Chair, Program Director, or Coordinator shall meet with affected Faculty Members to discuss proposed changes and possible alternatives.

9.9 Faculty Members shall have full access to library services for the term of their appointment, and will not lose such access between semesters, unless notified of non-reappointment pursuant to Article 11 Appointments and Reappointments.

9.10 Faculty Members will be welcome to participate in available training and/or guidance in teaching methods and grading criteria, curriculum development, assistance in understanding the learning styles and expectations of the Tufts University student body provided by the Center for the Enhancement of Learning and Teaching, as well as the annual University teaching and faculty development conference. Faculty Members shall have the opportunity to apply for grants made available to full-time faculty to the extent that they have been allowed to prior to the execution of this Agreement.

## **ARTICLE 10**

### **WORKLOAD**

10.1 Faculty Members are expected to be familiar with and abide by all written policies and procedures of the Department, Program, School, and University. This includes the Faculty Handbook to the extent that it applies to Faculty Members.

10.2 The workload of Faculty Members includes the effective teaching of the courses assigned to them in accordance with any Departmental, Program, or University guidelines, and their availability to students for course consultation through posted office hours and email communication. In conducting their classes, Faculty Members shall communicate the educational goals and objectives of each course as set forth in the approved course description and syllabus, and then meet those goals and objectives during the semester.

10.3 Faculty Members are expected to engage in ongoing consultation with the Department Chair, Program Director, or Coordinator as may be appropriate regarding the integration of the course taught into the Department's curriculum and any related matters.

10.4 Faculty Members are responsible for the maintenance of good order and the observance of all University rules, regulations, and policies regarding students.

10.5 Faculty Members shall submit to their Department administrator, prior to the first scheduled day of classes, a written copy of the syllabus for each course being taught.

10.6 A summary of the course content and the basis for grading must be included in the course syllabus.

10.7 Faculty Members shall meet classes on time; hold classes for the full period except in the event of an emergency or as an approved practice by the Department Chair, Program Director, or Coordinator; and evaluate students' academic performance fairly and reasonably.

10.8 The time and/or location of each course may not be changed by Faculty Members without prior notification to and approval by the Department Chair, Program Director, Coordinator, or designee and the Registrar.

10.9 Faculty Members will submit grades to the Registrar or other appropriate office by the Registrar's deadlines.

10.10 Faculty Members shall report promptly to their Academic Dean, Department Chair, Program Director, or Coordinator, and the Dean of Students matters requiring potential academic or non-academic disciplinary action against students under applicable University or School policies and procedures relating to academic integrity and codes of conduct, and shall participate or cooperate, as appropriate, in any resulting disciplinary proceedings in accordance with those policies and procedures.

## **ARTICLE 11**

### **APPOINTMENTS AND ASSIGNMENTS**

11.1 Appointments.

A. All appointments and assignments will be made by the Dean, or by another appropriate administrator of the University, following the recommendation of the Department Chair or Program Director. Except as otherwise provided herein, appointments shall be made on a semester or academic year basis and shall be limited in duration to the particular semester or academic year for which the Faculty Member is retained.

B. Normally, the University will appoint a Faculty Member to a term of one (1) academic year. However, the University shall retain the right to determine whether to hire a Faculty Member for a limited duration of one (1) semester in order to cover a sabbatical, leave of absence or for other legitimate reasons to meet departmental or program needs.

C. Except as otherwise specifically provided for in this Agreement, no appointment shall create any right, interest or expectancy in any further appointments beyond its specific term.

D. Non-Reappointments.

(1) The University shall abide by the following provisions when deciding whether or not to reappoint a Faculty Member on a one (1)-semester or one (1)-academic year appointment.

(a) For those Faculty Members who have fewer than four (4) academic years of service, the University shall decide in its discretion whether or not to offer another appointment to such faculty member for another academic year or semester.

(b) If the University decides not to offer another appointment for a Faculty Member on a one (1)-year appointment, it shall provide written notice of non-reappointment no later than June 1 of the current one (1)-year appointment. If the appointment was for one (1) semester only, no formal notice of non-reappointment will be required. All such decisions shall not be subject to the Grievance and Arbitration Procedure.

(2) The decision not to reappoint a Faculty Member on a multiyear appointment shall always take into consideration the most recent multiyear comprehensive review in the Faculty Member's personnel file, but may ultimately be made based on any of the following criteria:

(a) The Faculty Member's teaching performance;

(b) The Faculty Member's disciplinary record;

(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 a spousal hiring, or the reassignment of course work to current full-time faculty members or professional staff, that has the effect of reducing the need for a Faculty Member's services; and/or

(e) Serious financial considerations that warrant reduction in teaching staff. The Union may request effects bargaining for Faculty Members not reappointed due to this criterion.

(3) Non-reappointment based on factors in Sections 11.1(D)(2)(c-e) is at the University's sole discretion and shall not be grievable, except that it is provided that for Faculty Members in their fourth (4th) or subsequent academic year of service, when the factors below are relatively equal, the Faculty Member(s) selected for non-renewal will be determined by seniority.

(a) The credentials and qualifications (including sub-specialties and areas of particular expertise) of current Faculty Members compared to other University faculty and professional staff and other available faculty from outside the University;

- (b) The teaching experience of current Faculty Members compared to other University faculty and professional staff and other available faculty from outside the University;
- (c) The evaluations and work performance of the Faculty Member(s);
- (d) Scheduling considerations.

(4) A Faculty Member with at least four (4) academic years of service who is not reappointed due to performance-related reasons may grieve such decision under the standard of whether the University acted arbitrarily or capriciously.

E. Multiyear Appointments. Faculty Members will become eligible to receive multiyear appointments after four (4) academic years of service. Multiyear appointments shall be determined subject to the evaluation process as per Article 12 of this Agreement, and according to the timeline established below.

(1) Two (2)-Year Appointments.

(a) Faculty Members shall become eligible for a multiyear comprehensive review during the Spring semester of their fourth (4th) academic year of service. If earned, the first (1st) two (2)-year appointment shall commence upon the completion of the current appointment. If not, written notice shall be provided no later than June 1 of the current appointment.

(b) Faculty Members shall become eligible for a second (2nd) multiyear comprehensive review during the Fall semester of their sixth (6th) academic year. If earned, the second (2nd) two (2)-year appointment shall commence upon the completion of the current appointment. If not, notice will be provided no later than February 1 of the sixth (6th) year.

(c) In limited cases where the Faculty Member's performance has not been sufficiently satisfactory, the Dean may offer a one (1)-year appointment instead of a two (2)-year appointment or non-reappointment. A Faculty Member who is given such a one (1)-year appointment will be eligible to be reviewed for a two (2)-year appointment at the end of such one (1)-year appointment.

(2) Three (3)-Year Appointments.

(a) Faculty Members shall become eligible for a three (3)-year appointment following the completion of two (2) two (2)-year appointments. The relevant multiyear comprehensive review shall be conducted during the Fall semester of their eighth (8th) academic year.

(b) If a three (3)-year appointment is not earned, the University shall notify the faculty member in writing as soon as the decision is reached and notice can reasonably be sent, but no later than February 1 of the eighth (8th) year.

(c) Faculty Members shall be continually eligible for additional three (3)-year appointments. Multiyear comprehensive reviews shall be conducted during the Fall semester the final year of each appointment. If the Faculty Member is on leave during this semester or if they do not teach in the Fall semester, the evaluation shall be conducted during the next semester of employment. If a three (3)-year appointment is not earned, the University shall notify the Faculty Member in writing no later than February 1 of the final year of the appointment, unless the Faculty Member is on leave during the Fall semester or if they do not teach in the Fall semester, in which case the notice of non-reappointment shall be in writing no later than June 1 of the final year of the appointment.

(d) In limited cases where the Faculty Member's performance has not been sufficiently satisfactory, the Dean may offer a one (1)- or two (2)-year appointment instead of a three (3)-year appointment or non-reappointment. A Faculty Member who is given such a one (1)- or two (2)-year appointment will be eligible to be reviewed for a three (3)-year appointment at the end of such one (1)- or two (2)-year appointment.

(e) A Faculty Member may voluntarily request a one (1)- or two (2)-year appointment instead of a three (3)-year appointment. Such request shall not affect the Faculty Member's eligibility for future multiyear appointments.

F. Course Guarantees for Multiyear Appointments.

(1) Once a Faculty Member is given a multiyear appointment, their course load for the appointment will be set by taking the average number of courses they taught per academic year for the previous three (3) academic years and rounding up or down. However, this number may be reduced because of the Faculty Member's voluntary choice or in the University's reasonable discretion under the following circumstances:

(a) There has been or there is an anticipated elimination or downsizing of a Department or Program; or a reduction in the number of courses or sections offered; or other general curriculum modifications or needs.

(b) The hiring of a full-time faculty member or professional staff member, or a spousal hiring, or the reassignment of course work to current full-time faculty members or professional staff, that has the effect of reducing the need for a Faculty Member's services.

(c) The hiring of a Professor of the Practice.

(2) Where a Faculty Member was previously benefit-eligible, and has courses reduced as a result of actions taken under Section 11.1(F)(1), such Faculty Member will maintain health insurance benefit continuation of twelve (12) months if they elect COBRA benefits and pay the employee portion of the cost of such insurance and the administrative fee associated with the benefit extension. Any COBRA continuation coverage shall be subject to the terms and conditions of the University's insurance plans and applicable law.

(3) Once the course guarantee number is finally determined, the Faculty Member will be guaranteed the same number of courses for each year of the appointment period.

(4) In any year of the appointment period, if a Faculty Member's course guarantee exceeds the number of available courses they are qualified to teach (and that are not assigned to tenured, tenure-track, or full-time faculty), the Faculty Member will receive thirty percent (30%) of the full compensation for each course not offered.

(5) Nothing shall preclude the University from offering additional courses beyond the guaranteed number; however, the Faculty Member shall be under no obligation to accept the additional course work.

(6) Following completion of the first multiyear appointment, the Faculty Member will receive no less than the same number of guaranteed courses as in the previous multiyear appointment, unless reduced based on the factors in Section 11.1(F)(1) or the part-time faculty member's voluntary choice.

(7) For purposes of implementing this Article, a Faculty Member on a two (2)-year appointment will receive a course guarantee according to the formula outlined in Section 11.1(F)(1) beginning in Academic Year 2018-2019. The terms of such guarantee will be consistent with Sections 11.1(F)(2-6).

G. Nothing herein shall entitle a Faculty Member to be assigned a particular course or courses.

H. Termination. A Faculty Member who is terminated prior to the expiration of any appointment for misconduct or failure to abide by Department, School or University policies and procedures may grieve the termination under the Grievance and Arbitration Procedure under the standard of just cause.

I. Effects of Full-Time Hires on Part-Time Faculty. The University shall notify the Union prior to posting or advertising for a full-time lecturer position, or otherwise appointing a full-time faculty member.

(1) The University and the Union through their designees shall meet to discuss the possible effect of the full-time hire on Faculty Members and, if possible, consider ways to minimize the effect of the full-time lecturer hiring on the Faculty Members.

(2) Severance Pay. In the event that the hiring of a full-time faculty member or professional staff member, or a spousal hiring, or the reassignment of course work to current full-time faculty members or professional staff ultimately results in the non-reappointment of any Faculty Member with at least five (5) academic years of service, the Faculty Member shall be entitled to receive a one-time severance pay. The severance pay shall be equal to five hundred dollars (\$500) times the number of full academic years of service. If their last appointment included three (3) or more courses for the academic year, the severance pay shall be equal to seven hundred fifty dollars (\$750) times the number of full academic years of service.

(3) Continuation of Benefits. Those receiving severance pay in accordance with Section 11.1(I)(2) who have nine (9) or more academic years of service, and who are otherwise eligible for benefits at the time of non-reappointment, will also receive group health insurance benefit continuation of twelve (12) months if they elect COBRA benefits and pay the employee portion and administrative fee associated with the benefit extension. Any COBRA continuation coverage shall be subject to the terms and conditions of the University's insurance plans and applicable law.

(4) No further effects bargaining regarding full-time hires will be permitted.

## 11.2 Course Assignments.

A. Requests for Courses. Faculty Members shall be given the opportunity to give input to the Department on what courses they would like to teach and shall also indicate to their Department Chair or designee their availability to do so as to days of the week and times of the day. In such discussions, the Faculty Member may discuss with the Chair or designee their qualifications to teach courses offered by the Department. Departments may discuss with Faculty Members tentative assignments as soon as courses for the Fall or Spring are decided upon.

B. Notification. The University shall formally notify the Faculty Member of their course assignments in writing no later than July 1 for the Fall semester and December 1 for the Spring semester. Nothing in this article shall preclude Faculty Members from being offered additional courses after July 1 for the Fall semester or after December 1 for the Spring semester.

C. Acceptance. A Faculty Member who is provided notice of course assignments for a semester shall notify the University of the acceptance of the assignment(s) within two (2) weeks of receiving notice of assignment. If the notice of assignment is delivered during a

period where the Faculty Member is unavailable or unreachable, and the Faculty Member has provided notice to the Dean and the Department Chair in advance of this specified period of time, the Faculty Member shall provide notice of acceptance of the assignment within one (1) week of the specified date on which the Faculty Member will again be available.

D. Each semester, the University shall determine the courses that need to be filled by part-time faculty and when such courses shall be scheduled. The University shall consider the following factors (not necessarily listed in priority order) in deciding how many course assignments an appointed Faculty Member will receive:

- (1) The credentials and qualifications (including sub-specialties and areas of particular expertise) of current Faculty Members compared to other University faculty and professional staff and other available faculty from outside the University;
- (2) The teaching experience of current Faculty Members compared to other University faculty and professional staff and other available faculty from outside the University;
- (3) The evaluations and work performance of the Faculty Members;
- (4) The availability and preferences expressed by the Faculty Members to the Department Chair/Program Director/Coordinator;
- (5) The needs of the Department, Program, School and University;
- (6) Seniority; and
- (7) Course guarantees owed as per Section 11.1(F).

When such factors are deemed relatively equal, faculty in the fourth (4th) salary Step shall have priority for course assignments; within that fourth (4th) Step, if the above factors are relatively equal, senior Faculty Members will have priority for course assignments.

E. Seniority shall be defined as the continuous length of service in which a Faculty Member has taught at least one (1) course in each academic year from the original date of hire at the University. Approved breaks in service for leaves of absence shall not result in loss of seniority provided such leaves do not exceed one (1) year.

F. Course Cancellations. If a Faculty Member's assigned course is cancelled due to insufficient enrollment or any other reason after the formal notice dates in Section 11.2(B), the Department shall notify the Faculty Member as soon as practicable. In such cases, the Faculty Member shall be offered an available alternative course that the Faculty Member is qualified to teach and that has not been assigned to another Faculty Member. If no other

course assignment can be made and the course is finally cancelled, however, the Faculty Member shall be paid a cancellation fee equal to seven hundred and fifty dollars (\$750).

(1) A Faculty Member on a multiyear appointment shall be assured full compensation for the guaranteed number of courses set forth in their appointment.

(2) Notwithstanding Section 11.2(F)(1), a Faculty Member on a multiyear appointment shall be assured full compensation for the course if it is canceled under the provision of Section 11.2(F). However, a Faculty Member on a multiyear appointment whose courses are reduced following the provision of Section 11.1(F)(4) will receive thirty percent (30%) of the full compensation for each course not offered.

(3) Where a Faculty Member is contracted to teach a number of courses in one (1) year which would otherwise provide the Faculty Member with benefit-eligibility, the cancellation of a course will not affect the Faculty Member's benefit eligibility for that year.

G. Course assignments to a Faculty Member cannot exceed five (5) in a given academic year. In exceptional circumstances, and with the approval of the Dean, a Department may offer a Faculty Member a sixth (6th) course in a given academic year.

11.3 Throughout this Article and Article 12, the implementation of Fall reviews and also of February 1 notification dates will take effect during the 2018-19 academic year.

## **ARTICLE 12**

### **EVALUATIONS**

12.1 Regular Annual Review. The Department Chair, Program Director, Language Coordinator or designee (hereinafter referred to as "Supervisor") has overall responsibility for the regular annual evaluation of Faculty Members and shall review all Faculty Members on one (1)-year or one (1)-semester appointments.

A. This review may include, but not be limited to, the following sources of evaluative information:

- (1) Review of all student evaluations, syllabi and applicable course materials;
- (2) Examination of assessment methods;
- (3) Observation of teaching to evaluate teaching effectiveness; and
- (4) Consideration of any student feedback, both written and oral, about a Faculty Member's performance.

B. Student Evaluations.

(1) Every Faculty Member shall be evaluated by students in each class each semester, using University-approved course evaluation processes and forms. Departments may use different course evaluation forms, provided they have been approved by the Dean. At the end of each semester, the Supervisor shall review the course evaluations and shall provide feedback to the Faculty Member if there is evidence of unsatisfactory teaching performance.

(2) Student evaluations will not be the only source of evaluative information used when reappointment decisions are made.

C. Classroom Observation.

(1) In order to assess teaching effectiveness, the Supervisor may visit the class(es) of any Faculty Member under their supervision as they deem appropriate. Normally, this will be done no more than once a year. The date and time of the classroom observation shall be decided in advance by mutual agreement between the Supervisor and the Faculty Member.

(2) The Supervisor shall write a summary of the classroom visit and shall provide a copy of the written summary to the Faculty Member at least three (3) days prior to meeting to review their observation. The Supervisor and the Faculty Member may mutually agree to forego a meeting to discuss the observation. The Faculty Member may request an additional classroom observation by a different member of the faculty, and such request shall not be unreasonably denied.

(3) The Faculty Member is free to add their own comments about the observation summary. Such summary by the Supervisor, as well as any comments by the Faculty Member, shall become part of the Faculty Member's personnel file.

D. A Faculty Member may submit a written self-evaluation that addresses performance during the time period under review.

E. During the review process, a Faculty Member may request an in-person or telephone meeting with their Supervisor to discuss performance during the time period under review. Such requests shall not be unreasonably denied.

F. If a significant complaint is made against a Faculty Member that could have an impact on their reappointment and/or evaluation, the Faculty Member shall be notified as soon as possible and, if requested by the Faculty Member, a meeting with the Supervisor will be held as soon as practicable to discuss any such complaint.

G. The Supervisor shall write a summary of the review and will give the Faculty Member a copy of the summary. The Faculty Member will be given one (1) week to comment on the evaluation and recommendation may request and be granted a meeting

with the Supervisor to discuss the review summary. The Supervisor shall submit the summary, along with any comments from the Faculty Member, to the Dean. Following receipt of the review summary and any comments by the Faculty Member under review, the Dean shall decide whether or not the Faculty Member shall be reappointed.

H. Faculty Members on multiyear appointments will not be reviewed annually but will undergo multiyear comprehensive reviews as per Section 12.2. However, the Supervisor shall still review student evaluations each semester for such Faculty Members as per Section 12.1(B) and may visit the classroom of such faculty members as per Section 12.1(C).

12.2 Multiyear Comprehensive Review. Faculty Members who intend on being reappointed to multiyear appointments shall receive comprehensive evaluations that will aid in determining whether or not to reappoint the Faculty Member to a multiyear appointment. Beginning with Academic Year 2018-2019, these evaluations will occur during the Spring semester of the Faculty Member's fourth (4th) year, the Fall semester of the Faculty Member's sixth (6th) and eighth (8th) years, and the Fall semester of the last year of all other multiyear appointments. In a manner to be determined by each Department, a faculty peer review committee shall review the Faculty Member and write a comprehensive report of its evaluation. Such committee and evaluation shall be subject to the following basic provisions:

A. Members of the committee will consist of full-time faculty of the Department, but may, in the Department's discretion, also include part time-faculty members. One member of the committee will be the Supervisor.

B. In order to assess teaching effectiveness, a member of the committee may observe the Faculty Member in class as part of this review. The date and time of the classroom observation shall be decided in advance by mutual agreement between the committee member(s) and the Faculty Member. The committee member(s) who observe(s) a class shall write a summary of the classroom visit, and shall provide a copy of the written summary to the Faculty Member at least three (3) days prior to meeting with the Faculty Member to review their observations. The committee member(s) and the Faculty Member may mutually agree to forego a meeting to discuss the observation. The Faculty Member may request an additional classroom observation by a different faculty member; such request shall not be unreasonably denied.

C. The Faculty Member is free to add his/her own comments about the observation summary.

D. The committee may also review student evaluations, syllabi and other applicable course materials, including sample assessment methods, from all courses taught during the review period. The committee may also take into consideration any student feedback about a Faculty Member's performance.

E. A Faculty Member may submit a written self-evaluation addressing performance during the time period under review.

F. During the review process, a Faculty Member may request an in-person or telephone meeting with their Supervisor to discuss performance during the time period under review. Such requests shall not be unreasonably denied.

G. If a significant complaint is made against a Faculty Member that could have an impact on their reappointment and/or evaluation, the Faculty Member shall be notified as soon as possible and, if requested by the Faculty Member, a meeting with the Supervisor will be held as soon as practicable to discuss any such complaint.

H. The committee shall vote on whether or not to recommend that the Faculty Member be reappointed and shall write a supporting evaluation. The Faculty Member under review shall be given a copy and will be given 1 (one) week to comment on the evaluation and recommendation and may request and be granted a meeting with the Supervisor to discuss the review summary. Such evaluation and recommendation, any comments made by the Faculty Member, and the resulting appointment or non-reappointment letter shall become part of the Faculty Member's personnel file. The committee's evaluation and recommendation, as well as the Faculty Member's response, will be forwarded to the Dean.

I. Following receipt of all the written evaluations, comments, and recommendations, the Dean shall decide whether or not the Faculty Member shall be reappointed.

12.3 All evaluations shall be in conformity with Department, School and University standards, practices and criteria. In cases where a Department has a written policy that supplements the provisions of this Agreement, the Department Chair shall distribute such policy or otherwise notify the Faculty Members in that Department about where to read it; this will occur at the beginning of the Academic Year. Further, the Department Chair shall meet with Faculty Members and the Union to discuss the Department's policy regarding this Article prior to implementing any changes to it.

## **ARTICLE 13**

### **DISCIPLINE AND DISCHARGE**

13.1 Discipline may include written warnings, unpaid suspensions, or discharge. A Faculty Member will not be disciplined, suspended, or discharged without just cause.

13.2 Discharge for purposes of this Agreement shall mean the termination of a Faculty Member's appointment prior to the expiration of that appointment. Discharge does not include the non-reappointment of a Faculty Member, nor does it mean the failure to offer an appointment to a Faculty Member.

13.3 It is understood that the University, in addition to issuing disciplinary action, may also include with such discipline reasonable remedial measures, when appropriate, with which the Faculty Member must comply, provided the remedial measures are rehabilitative rather than punitive.

13.4 Discipline for purposes of this Article shall not include performance reviews.

13.5 At the discretion of the Dean of the School, a Faculty Member may be placed on paid administrative leave to permit the University to investigate potential or alleged misconduct that may result in discipline. Being placed on paid administrative leave is not itself a disciplinary action.

13.6 A Faculty Member may request that a Union representative be present at any investigatory meeting that the Faculty Member reasonably believes may lead to discipline and/or at a meeting where discipline is to be administered. Such requests shall not be unreasonably denied.

## **ARTICLE 14**

### **OPEN FULL-TIME LECTURER POSITIONS**

14.1 Openings for full-time lecturer positions will be posted and advertised in accordance with normal University procedures and policies. In addition, Faculty Members shall be notified by their Department Chair via Department posting or other means whenever an open full-time lecturer position is available in their department.

14.2 The University shall notify the Union prior to posting or otherwise advertising a full-time lecturer position, as provided for in Article 11 of this Agreement.

14.3 Faculty Members may apply for an open full-time lecturer position and will be given the same good faith consideration as other candidates provided they meet the minimum qualifications of the position. Any Faculty Member who applies for such position and meets the minimum qualifications for the position will be guaranteed an interview during the hiring process.

14.4 In the event that a Faculty Member applies for but does not receive an appointment to the open full-time lecturer position, the Faculty Member may request a meeting with the Dean of the School of Arts and Sciences or their designee within seven (7) days of the announced hiring of the full-time lecturer. The meeting shall occur as soon as practicable but no later than 30 (thirty) days after the request. At the meeting, the Faculty Member may inquire, and the Dean or their designee will provide reasons, why the newly hired full-time lecturer was hired instead of the Faculty Member. Neither the Union nor the Faculty Member may file a grievance over this decision.

## **ARTICLE 15**

### **SALARY COMPENSATION**

15.1 The per course rates of pay and regular increases in compensation, except as modified below in Section 15.6, that Faculty Members shall be paid during the term of this Agreement are

in Appendix A and incorporated herein by reference. The course rates in Appendix A are minimum course rates. No Faculty Member shall be paid less per course under this Agreement than they earned as of June 30, 2017.

15.2 Team Teaching Course Rates. When courses are taught on a team teaching basis, each Faculty Member will receive one hundred percent (100%) of the full course rate, provided that each Faculty Member attends all the classes for the course. Otherwise, each Faculty Member shall be paid on a pro rata basis, determined by the percentage of classes attended.

15.3 Pro Rata Course Rates. Faculty Members teaching a course worth less than the standard number of courses (i.e., a "partial-credit" course) shall be paid on a pro rata basis of the full course rate.

15.4 Seniority Steps.

A. Any Faculty Member who has completed four (4) consecutive years of academic service at the University and is hired for subsequent semesters at the University will be placed at Step 2.

B. Any Faculty Member who has completed eight (8) consecutive years of academic service at the University and is hired for subsequent semesters at the University will be placed at Step 3.

C. Any Faculty Member who has completed twelve (12) consecutive years of academic service at the University and is hired for subsequent semesters at the University will be placed at Step 4.

D. The seniority Step rates provided in Appendix A are based on the following:

(1) Step 2 is one hundred ten percent (110%) of the Step 1 base for that Department or Program.

(2) Step 3 is one hundred twenty percent (120%) of the Step 1 base for that Department or Program.

(3) Step 4 is one hundred thirty percent (130%) of the Step 1 base for that Department or Program.

E. Seniority Steps shall be applied to those teaching on a team-teaching or partial-credit basis, just as for Faculty Members teaching full-credit courses independently.

15.5 Group Adjustments. Effective Fall (September 1)2017, course Groups will be adjusted as follows:

A. All Departments and Programs whose Step 1 course rate is equal to seven thousand three hundred dollars (\$7,300.00) on this date shall comprise Group 1.

B. The following Departments and Programs shall comprise Group 2:

- (1) Psychology (Standard)
- (2) Child Development (Standard)
- (3) Environmental Studies (Standard)
- (4) UEP (Custom)
- (5) Math (Standard)
- (6) Math (Custom)
- (7) Psychology (Custom)

15.6 Step 1 Course Rate Adjustments. All Step 1 course rates shall increase by two and a half percent (2.5%), rounded to the nearest dollar, at the beginning of the first (1st) payroll period of the Fall semester of the following years:

A. The Group 1 rates shall be as follows:

- (1) 2017: Seven thousand four hundred eighty-three dollars (\$7,483.00)
- (2) 2018: Seven thousand six hundred seventy dollars (\$7,670.00)
- (3) 2019: Seven thousand eight hundred sixty-two dollars (\$7,862.00)
- (4) 2020: Eight thousand fifty-nine dollars (\$8,059.00)
- (5) 2021: Eight thousand two hundred sixty dollars (\$8,260.00)

B. The Psychology (Standard) and Child Development (Standard) rates shall be as follows:

- (1) 2017: Seven thousand nine hundred forty-four dollars (\$7,944.00)
- (2) 2018: Eight thousand one hundred forty-three dollars (\$8,143.00)
- (3) 2019: Eight thousand three hundred forty-seven dollars (\$8,347.00)
- (4) 2020: Eight thousand five hundred fifty-six dollars (\$8,556.00)
- (5) 2021: Eight thousand seven hundred seventy dollars (\$8,770.00)

C. The Environmental Studies (Standard) and UEP (Custom) rates shall be as follows:

- (1) 2017: Eight thousand two hundred dollars (\$8,200.00)
- (2) 2018: Eight thousand four hundred five dollars (\$8,405.00)
- (3) 2019: Eight thousand six hundred fifteen dollars (\$8,615.00)
- (4) 2020: Eight thousand eight hundred thirty dollars (\$8,830.00)
- (5) 2021: Nine thousand fifty-one dollars (\$9,051.00)

D. The Math (Standard) rates shall be as follows:

- (1) 2017: Eight thousand six hundred twenty-four dollars (\$8,624.00)
- (2) 2018: Eight thousand eight hundred forty dollars (\$8,840.00)
- (3) 2019: Nine thousand sixty-one dollars (\$9,061.00)
- (4) 2020: Nine thousand two hundred eighty-eight dollars (\$9,288.00)

(5) 2021: Nine thousand five hundred twenty dollars (\$9,520.00)

E. The Math (Custom) and Psychology (Custom) rates shall be as follows:

(1) 2017: Nine thousand two hundred twenty-five dollars (\$9,225.00)

(2) 2018: Nine thousand four hundred fifty-six dollars (\$9,456.00)

(3) 2019: Nine thousand six hundred ninety-two dollars (\$9,692.00)

(4) 2020: Nine thousand nine hundred thirty-four dollars (\$9,934.00)

(5) 2021: Ten thousand one hundred eighty-two dollars (\$10,182.00)

F. The Biology, Child Development (Custom), Economics, Geology, and Physics/Astronomy rates shall be as follows:

(1) 2020: Ten thousand two hundred fifty dollars (\$10,250.00)

(2) 2021: Ten thousand five hundred six dollars (\$10,506.00)

G. The Chemistry (Standard) rate shall be as follows:

(1) 2020: Ten thousand seven hundred sixty-three dollars (\$10,763.00)

(2) 2021: Eleven thousand thirty-two dollars (\$11,032.00)

H. The Chemistry (Custom) rate shall be as follows:

(1) 2020: Fourteen thousand ninety-four dollars (\$14,094.00)

(2) 2021: Fourteen thousand four hundred forty-six dollars (\$14,446.00)

#### 15.7 Supplemental Payments.

A. Group 3 Faculty Members will be paid a supplemental amount at the beginning of each semester they teach through Fiscal Years 2017-2018, 2018-2019, and 2019-2020. The supplemental pay shall be equal to two hundred fifty dollars (\$250.00) per course.

B. Group 1, Step 1 Faculty Members will be paid a supplemental amount at the beginning of each semester they teach throughout the life of this Agreement. The supplemental pay shall be equal to fifty dollars (\$50.00) per course.

C. These supplemental payments shall not be cumulative.

D. A Faculty Member must be on the University payroll prior to the start of each semester in order to qualify for the supplemental pay.

#### 15.8 Off-Step Adjustments.

A. Each Faculty Member who is "off-Step" or paid above Step 4 shall either move to the appropriate Step or be paid a supplemental amount per course in addition to their

individualized per course rate, whichever is greater, at the beginning of the first (1st) payroll period of each semester of this Agreement.

B. The supplemental pay shall be equal to two hundred fifty dollars (\$250.00).

C. Supplemental pay shall not be cumulative.

D. For Faculty Members teaching on a partial-credit basis, their supplemental pay shall be determined based on the pro rata percentage allocated to the course taught, up to one hundred percent (100%).

15.9 Voluntary Additional Assignments. The primary obligation of Faculty Members is teaching. There may be occasions, however, where the Department Chair or designee asks the Faculty Member to undertake a voluntary assignment in addition to teaching.

A. The Faculty Member shall be under no obligation to take such assignment. If the Faculty Member chooses to undertake the assignment, the Department Chair will determine in their discretion the appropriate compensation for such work.

B. All assignments under this section need to receive prior approval from the appropriate Dean of Academic Affairs before being confirmed. No payments will be made without such prior approval from the appropriate Dean of Academic Affairs.

C. The following rates for the additional assignments listed below shall continue for the term of this Agreement.

(1) Effective July 1, 2017:

(a) Masters/Senior Honors Thesis Advisor (2 Semesters) seven hundred fifty dollars (\$750.00)

(b) Masters/Senior Honors Thesis Second Reader (2 Semesters) three hundred dollars (\$300.00)

(c) Senior Project Advisor or Independent Study Advisor (1 Semester) seven hundred fifty dollars (\$750.00)

(d) Second Reader on One-Semester Project three hundred dollars (\$300.00)

(2) Effective July 1, 2020:

(a) Masters/Senior Honors Thesis Advisor (2 Semesters)  $1/6 \times$  Step Rate

(b) Masters/Senior Honors Thesis Second Reader (2 Semesters)  
\$450.00

(c) Senior Project Advisor or Independent Study Advisor for 1 Student  
(1 Semester) 1/6 x Step Rate

(d) Second Reader on One-Semester Project \$450.00

15.10 Faculty will be paid through direct deposit on a bi-weekly basis in accordance with the University's normal business operations for teaching and any other compensable duties they performed, provided the Faculty Member has submitted to the University, in a timely fashion, all documentation or information necessary for the processing of said payment.

15.11 It is understood that during the life of this Agreement the student credit value for some courses will be increased. However, it is understood that when such adjustments are made, it will not increase the workload of unit members teaching such courses, and the base rates for these courses will not be further adjusted. The Union also agrees that no impact bargaining will be required when such adjustments are made.

## **ARTICLE 16**

### **BENEFITS**

16.1 Faculty Members with at least a half-time two (2)-semester appointment or greater (i.e., three (3) full courses per year or greater) will continue to be eligible for participation in the Tufts University benefits as delineated in the Tufts University Summary Plan Description for Benefits Eligible Employees.

16.2 Benefit-eligible Faculty Members are also eligible for tuition remission benefits to the extent delineated in the Human Resources Tuition Remission Program Policy.

16.3 All Faculty Members shall continue to be eligible for the following benefits on the same terms as exist effective with the ratification of this Agreement:

- A. Metlaw,
- B. Commuter Benefits (parking, subway, bus, commuter rail),
- C. Flexible Spending Accounts (FSAs)- Health & Dependent Care,
- D. Auto and Homeowners' Insurance,
- E. Relocation, Moving Services and Mortgage Service Program,
- F. Medford Campus Parking through Campus Police,
- G. Employee Assistance Program,
- H. Back-Up Child and Elder Care,
- I. Tufts Wellness Center & Health Coaching Services,
- J. Metro Credit Union, and
- K. Best Doctors (only if enrolled in TU Health Insurance).

16.4 Any modifications, increases or reductions of these benefits that may be made for other non-represented employees of the University during the life of this Agreement will apply with equal force to bargaining unit members. If such benefits for non-represented Tufts employees are modified, increased, or reduced, the University will notify the Union no later than one (1) month before the effective date that the changes are being implemented for Faculty Members covered by this Agreement.

## **ARTICLE 17**

### **LEAVE OF ABSENCE**

The current relevant policy sections related to paid and unpaid leave of absence(s) for Faculty Members are attached as Appendix B and are incorporated herein by reference.

## **ARTICLE 18**

### **PROFESSIONAL DEVELOPMENT FUND**

18.1 The University shall create a Professional Development Fund through which a Faculty Member may apply for reimbursement for professional development opportunities or resources related to their scholarship, artistic or professional practice which will contribute to the improvement of teaching.

18.2 The University shall contribute forty thousand dollars (\$40,000) each fiscal year to such a fund beginning on July 1, 2017.

18.3 These funds will not roll over from one year to the next.

18.4 To be eligible for Professional Development funds, a Faculty Member must have completed two (2) years of service at the University. In order to receive funding, the eligible Faculty Member shall submit a request stating the expenses for which they are requesting reimbursement and indicate how the opportunity or resource will enhance their pedagogy.

18.5 Request for funds shall be submitted to a joint Union-University committee composed of three (3) Faculty Members designated by the Union and the three (3) Deans and Associate Deans of Academic Affairs in Arts and Sciences. The Union-University committee shall review application on a first-come first-served basis and will make final decisions on all applications.

18.6 Each Faculty Member may be approved to receive up to one thousand dollars (\$1,000) in a two (2)-fiscal-year period. At the end of the first year of a given two (2)-fiscal-year period, any amount below this two (2)-year cap that remains unused by a Faculty Member will roll over into the next fiscal year.

18.7 Denial of a request for professional development funds shall not be grievable.

## **ARTICLE 19**

### **LECTURER-UNIVERSITY COMMITTEE**

There will be a Lecturer-University Committee with up to five (5) members on each side that will meet twice each semester and once during the first two (2) weeks in June to discuss matters of general interest to the lecturers or the University. These meetings shall not be used for negotiations or to discuss pending grievances. If neither party deems it necessary to hold one of these meetings, that meeting may be cancelled. The Union will send proposed dates for the two (2) meetings that take place within each Fall and Spring semester by the tenth (10th) day of classes of that semester, and by April 15 for the June meeting. The meetings will be scheduled within three (3) weeks of the Union sending these proposed dates to the University. Designated representatives of the Union and the University will suggest agenda items prior to each meeting. The parties will designate their own representatives to the committee.

## **ARTICLE 20**

### **HEALTH AND SAFETY**

20.1 The University shall provide Faculty Members safe working conditions and workplace protections that meet OSHA standards and other applicable state or federal regulations governing workplace safety. The University will comply with all such applicable state and federal laws and regulations regarding health and safety.

20.2 A Faculty Member must comply with all applicable health and safety OSHA regulations.

## **ARTICLE 21**

### **PERSONNEL FILES**

21.1 The University will maintain basic personnel records for Faculty Members in the School's Faculty Affairs Office. A Faculty Member may review their personnel file by appointment with the Faculty Affairs Office. Upon their written request, the Faculty Member will be given within a reasonable amount of time a photocopy of any item(s) in such file(s).

21.2 With the permission of the Faculty Member, Union representatives may be present at the review and examine the documents.

21.3 Neither the Faculty Member nor the Union representative may remove any documents or items from the file.

## **ARTICLE 22**

### **PAYDAY**

22.1 A Faculty Member shall be paid on a timely basis, in accordance with the University's normal business operations, for the teaching and other compensable duties they performed, provided the Faculty Member has submitted to the University, in a timely fashion, all documentation or information necessary for the processing of said payment.

22.2 Faculty Members shall receive an itemized pay stub, in paper or electronic form at the University's discretion. The precise payday shall be the same day set for others in the University who are similarly situated.

22.3 The University pays employees through Direct Deposit. Faculty Members are required to provide their bank information in order for pay to be electronically deposited. Payroll information may be retrieved in Employee Self-Service two (2) days before the pay date.

## **ARTICLE 23**

### **NO STRIKE – NO LOCKOUT**

23.1 During the term of this Agreement or any extension thereof, the Union, its representatives, agents, and members will not cause, assist, encourage, participate in, condone, ratify, or sanction any strike, sympathy strike, work stoppage, sit-down, slow-down, curtailment of work, or withholding or delaying of any grades, academic evaluations or other documents, nor shall any Faculty Member engage in such conduct.

23.2 Any Faculty Member engaging in any conduct prohibited by this Article is subject to immediate disciplinary action, including discharge. The question of whether the Faculty Member violated this Article is subject to challenge under the Grievance and Arbitration Procedures of this Agreement. However, the University's decision to discipline, suspend or discharge a Faculty Member for such violation shall not be subject to challenge under the Grievance and Arbitration Procedures.

23.3 In the event that any Faculty Member violates the provisions of Section 23.1, the Union shall immediately inform such Faculty Member(s) through all reasonable means that such action is prohibited under this Agreement and that such Faculty Member(s) should cease such action and return to full, normal, and timely work. The Union shall also distribute to the Faculty Member(s) and the University a written notice, signed by an officer of the Union, that the work stoppage or other violation is not authorized by the Union. Such distribution shall be made within twenty-four (24) hours of notice to the Union from the University that there has been a violation of this Article.

23.4 During the term of this Agreement, or any extension thereof, the University agrees that it shall not lock out any of the Faculty Members covered by this Agreement.

## **ARTICLE 24**

## **SEPARABILITY**

If any provision of this Agreement, in whole or in part, is declared to be illegal, void or invalid by any court of competent jurisdiction or any administrative agency that has jurisdiction, all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect, to the same extent as if the invalid provision had never been part of the Agreement. In such an event, the remainder of this Agreement shall continue to be binding upon the parties to it.

In such event, upon thirty (30) days' notice from either side, the parties agree to renegotiate any provision that has been invalidated.

## **ARTICLE 25**

### **DURATION OF AGREEMENT**

This Agreement shall be in full force and effect from the date of ratification to June 30, 2022. It 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 no later than ninety (90) calendar days prior to the expiration date in which event this Agreement shall terminate at midnight of June 30, 2022 unless renewed or extended by mutual written agreement signed by the parties.

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.

## APPENDIX A

### PER COURSE RATES

Group/Department	Current Rate	AY 2017-18	AY 2018-19	AY 2019-20	AY 2020-21	AY 2021-22
<b>Group 1: American Studies, Anthropology, Art History, Biology (Custom - Team Teaching), Center for Interdisciplinary Studies, Classics, Community Health, Drama &amp; Dance, Education, English, History, International Literary and Cultural Studies, International Relations, Museum Studies, Music, Occupational Therapy, Peace and Justice Studies, Philosophy, Political Science, Religion, Romance Languages, Sociology, UEP (Standard), Women's Studies</b>						
Step 1	\$7,300	\$7,483	\$7,670	\$7,862	\$8,059	\$8,260
Step 2	\$8,030	\$8,231	\$8,437	\$8,648	\$8,865	\$9,086
Step 3	\$8,760	\$8,980	\$9,204	\$9,434	\$9,671	\$9,912
Step 4	n/a	\$9,728	\$9,971	\$10,221	\$10,477	\$10,738
<b>Group 2: Psychology (Standard - Non-quantitative), Child Development (Standard)</b>						
Step 1	\$7,750	\$7,944	\$8,143	\$8,347	\$8,556	\$8,770
Step 2	\$8,525	\$8,738	\$8,957	\$9,182	\$9,412	\$9,647
Step 3	\$9,300	\$9,533	\$9,772	\$10,016	\$10,267	\$10,524
Step 4	n/a	\$10,327	\$10,586	\$10,851	\$11,123	\$11,401
<b>Group 2: Environmental Studies (Standard), UEP (Custom - Quantitative/Statistics/GIS)</b>						
Step 1	\$8,000	\$8,200	\$8,405	\$8,615	\$8,830	\$9,051
Step 2	\$8,800	\$9,020	\$9,246	\$9,477	\$9,713	\$9,956
Step 3	\$9,600	\$9,840	\$10,086	\$10,338	\$10,596	\$10,861
Step 4	n/a	\$10,660	\$10,927	\$11,200	\$11,479	\$11,766
<b>Group 2: Math (Standard)</b>						
Step 1	\$8,414	\$8,624	\$8,840	\$9,061	\$9,288	\$9,520
Step 2	\$9,255	\$9,486	\$9,724	\$9,967	\$10,217	\$10,472
Step 3	\$10,097	\$10,349	\$10,608	\$10,873	\$11,146	\$11,424
Step 4	n/a	\$11,211	\$11,492	\$11,779	\$12,074	\$12,376
<b>Group 2: Math (Custom), Psychology (Custom - Quantitative)</b>						
Step 1	\$9,000	\$9,225	\$9,456	\$9,692	\$9,934	\$10,182
Step 2	\$9,900	\$10,148	\$10,402	\$10,661	\$10,927	\$11,200
Step 3	\$10,800	\$11,070	\$11,347	\$11,630	\$11,921	\$12,218
Step 4	n/a	\$11,993	\$12,293	\$12,600	\$12,914	\$13,237
<b>Group 3: Biology, Child Development (Custom - Methodology), Earth and Ocean Sciences, Economics, Physics/Astronomy</b>						
Step 1	\$10,000	\$10,000	\$10,000	\$10,000	\$10,250	\$10,506
Step 2	\$11,000	\$11,000	\$11,000	\$11,000	\$11,275	\$11,557
Step 3	\$12,000	\$12,000	\$12,000	\$12,000	\$12,300	\$12,607
Step 4	n/a	\$13,000	\$13,000	\$13,000	\$13,325	\$13,658
<b>Group 3: Chemistry (Standard)</b>						
Step 1	\$10,500	\$10,500	\$10,500	\$10,500	\$10,763	\$11,032
Step 2	\$11,550	\$11,550	\$11,550	\$11,550	\$11,839	\$12,135
Step 3	\$12,600	\$12,600	\$12,600	\$12,600	\$12,916	\$13,328
Step 4	n/a	\$13,650	\$13,650	\$13,650	\$13,992	\$14,342
<b>Group 3: Chemistry (Custom - Standard with Lab)</b>						
Step 1	\$13,750	\$13,750	\$13,750	\$13,750	\$14,094	\$14,446
Step 2	\$15,125	\$15,125	\$15,125	\$15,125	\$15,503	\$15,890
Step 3	\$16,500	\$16,500	\$16,500	\$16,500	\$16,913	\$17,335
Step 4	n/a	\$17,875	\$17,875	\$17,875	\$18,322	\$18,780