

## **PREAMBLE**

The Union and the University value and respect the role of the full-time lecturers 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 full-time lecturers 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 procedure 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.

## **ARTICLE 1 – RECOGNITION AND BARGAINING UNIT DESCRIPTION**

Pursuant to the Certification of Representative issued by the National Labor Relations Board in Case No. 1-RC-142234, 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 non-tenure track full time lecturers employed in the School of Arts and Sciences, including, but not limited to, lecturers with titles of Coordinator, Course Administrator, Director, or Supervisor; and also including full-time lecturers who work for the School in other non-managerial, non-supervisory, non-confidential capacities.

Excluding all other employees: tenured and tenure-track faculty; professors of the practice; non-tenure track assistant and associate professors; post-doctoral scholars; research associates; part-time lecturers; deans; provosts; department chairs; maintenance employees; full time-lecturers in Athletics, the College of Special Studies, Experimental College, the School of Engineering, the Fletcher School of Law & Diplomacy, Dental School, School of Medicine, Cummings School of Veterinary Medicine, and/or Friedman School of Nutrition Science and Policy; guards; confidential employees; managers; and supervisors as defined in the Act.

(Parties agree that deputy chairs are in the unit if they notify the Dean of the School by July 1, 2016.)

The terms “lecturers” or “faculty” as used in this Agreement refer to “full time lecturers,” unless otherwise indicated.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

**Section 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.

**Section 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.

**Section 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.

**Section 4.** No action taken by the University with respect to a management or academic right shall be subject to the grievance procedures unless the exercise of such right violated an expressly written provision of this Agreement.

### **ARTICLE 3 – EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION**

**Section 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.

**Section 2.** The University also maintains its commitment to affirmative action and a community that is truly integrated, diverse, and inclusive.

**Section 3.** The Union acknowledges that, like other University employees, lecturers covered by this Agreement are subject to University policies prohibiting discrimination and harassment, as referenced in this Article.

**Section 4.** The University shall not discriminate against any lecturer on the basis of Union membership status or Union activity.

#### **ARTICLE 4 – UNION SECURITY AND DUES DEDUCTION**

**Section 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 (30<sup>th</sup>) 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 to pay an agency fee. The amount of such agency fee shall be determined by the Union, in accordance with applicable law.

**Section 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 (30<sup>th</sup>) 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.

**Section 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, the Employer 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 Employer 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.

**Section 4.** The University further agrees to deduct voluntary contributions made by employees 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 employee.

**Section 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 and a link to the form from the Union's website. As to new Faculty, the University will include that form in his/her initial employment packet, or the link to the form on the Union's web site, provided the Union has provided the form or link to the form.

**Section 6.** The Union shall be ultimately responsible for obtaining executed written assignments from existing Faculty. However, the University shall cooperate with the Union in seeking compliance with this provision by notifying covered faculty 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.

**Section 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 lecturer arising out of or by reason of action the University takes pursuant to this Article.

**Section 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 s/he wishes such deductions to be made.

**Section 9.** The Union shall establish and certify in writing to Tufts Support Services the amount of dues. The payroll deduction authorization form shall also be provided by the Union to the University.

**Section 10.** Each pay day, 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 prior to the payroll deadline a written assignment executed in accordance with law.

**Section 11.** On or about the 15<sup>th</sup> 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.

At the same time as the University remits all deductions for union dues or representation fees, the University will also provide the following information:

- a. Name and employee I.D. number;
- b. Rate of pay and earnings that the dues or representation fee deduction is based on;
- c. Month the deduction is based on;
- d. Separately listed dues, fees, and COPE deductions; and,
- e. If applicable, a reason dues are not deducted.

**Section 12.** A faculty member shall be free to revoke his/her dues check-off authorization at any time by notifying Tufts Support Services in writing. Following receipt of any check-off revocation, the University shall notify the Union, in writing, of the revocation.

**Section 13.** The Union may report missing or incorrect deductions as they become known. In the event that a payroll deduction for a faculty member is processed incorrectly, the University will correct the error in the next pay period or as soon as practicable after being informed of the error by either the lecturer or the Union. Should the University fail to make the above deduction notwithstanding its receipt of a valid written authorization, the University shall be liable to the Union for the amount thereof thirty (30) days after receipt of written notice by the Union of the amount due. This shall not constitute a waiver of the right of the University to collect or recover the monies directly from the faculty member.

## **ARTICLE 5 – UNION RIGHTS**

**Section 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.

**Section 2.** The Union shall have access to meeting space on campus, subject to the same procedures as other campus organizations.

**Section 3.** By October 15 of each year, the Union shall provide to the University Office of University Counsel a list of those full-time faculty 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.

**Section 4.** Union representatives shall be given some time by the University at the regular school orientation to address full-time faculty in attendance.

**Section 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**

### **Section 1. Academic Freedom**

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.

Each faculty member is entitled to freedom in the classroom in discussing his/her subject, but should be careful not to introduce into the faculty member's teaching controversial matter which has no relation to the subject.

When a faculty member speaks or writes as a citizen, the faculty member should be free from institutional censorship or discipline, but the faculty member's special position in the community imposes special obligations. A faculty member should remember that the public may judge the profession and the institution by his/her 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 he/she is not an institutional spokesperson.

**Section 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.

**Section 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.

**Section 4.** No faculty member will be disciplined for following established university policies.

**Section 5.** To the extent a department or program 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.

**Section 6.** Faculty members may be given opportunities to teach a variety of courses, including elective, required, and core courses.

## **ARTICLE 7 – BARGAINING UNIT INFORMATION**

**Section 1.** By October 15 of each academic year, 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. Semester first taught at the University;
- c. Current appointment end date;
- d. Faculty rank;
- e. Salary;

The Union agrees to notify the University by October 1 of the upcoming October 15 deadline under this Article.

**Section 2.** The University will provide an updated list within **thirty (30)** calendar days following the closure of the add/drop period for the Spring semester.

## **ARTICLE 8 – GRIEVANCE AND ARBITRATION**

**Section 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.

**Section 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.

### **Section 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 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.

**Section 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.

**Section 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.

**Section 6.** The following steps shall be followed in the processing of grievances:

**Step 1** The faculty member shall file the grievance with his/her Department Chair or his/her designee. The Chair or his/her designee shall meet with the faculty member and Union representatives within ten (10) 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 period to the meeting. The Chair or his/her designee shall write an answer within ten (10) 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.

**Step 2** If the grievance is not resolved at Step 1, the faculty member may request that the Union appeal the grievance to Step 2. If the Union deems the grievance to be meritorious, it may file the Step 2 grievance with the Dean of Academic Affairs or his/her 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 14 days after the filing. The Dean of Academic Affairs or his/her designee, plus, at his/her discretion, additional individuals, shall meet with the faculty member and Union representative(s) for the purpose of attempting to resolve 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.

If the grievance is not resolved at this meeting, the Dean of Academic Affairs or his/her designee shall respond to the Union in writing within fourteen (14) days of the meeting. If the Dean of Academic Affairs or his/her designee fails to respond within fourteen (14) days of the meeting, the grievance may proceed to Step 3.

**Step 3** A grievance not resolved at Step 2 may be appealed in writing by the Union to the Dean of the School of Arts and Sciences or his/her designee within fourteen (14) days of receipt of the Step 2 response, or within fourteen (14) days of the deadline for the Step 2 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 14 days after the filing. The Dean of the School of Arts and Sciences, or his/her designee, plus, at his/her discretion, additional individuals, shall meet with the faculty member and Union representatives for the purpose of attempting to resolve 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.

If the grievance is not resolved at this meeting, the Dean of the School of Arts & Sciences or his/her designee shall respond to the Union in writing within fourteen (14) days of the meeting.

### **Mediation**

A grievance not resolved at Step 3 may be processed to mediation by the Union by giving written notice to the University within twenty-one (21) days of the Step 3 response, or within twenty-one (21) days of the deadline for the Step 3 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 twenty-one (21) 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.

The compensation and expenses of the mediator shall be borne equally by the parties.

### **Arbitration**

A grievance not resolved in mediation may be appealed to arbitration by the Union by giving written notice to the University within twenty-one (21) 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.
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.

**Section 7.** If a faculty member must miss a class because he/she is 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, Program Director, or immediate supervisor. Such replacement approval shall not be unreasonably denied.

**Section 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 – DEPARTMENTAL SUPPORT**

**Section 1.** New full-time faculty members will be invited to the new faculty member orientation at the beginning of the school year, where they can be introduced to the procedures necessary to do their job.

**Section 2.** Any written departmental or program 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 semester, with updates as available.

**Section 3.** If the faculty member is authorized in advance by the University to purchase supplies, materials, and/or software for a course, he/she will be promptly reimbursed, upon submission of a receipt or other documentation of the expense.

**Section 4.** All proposed course-related field trips must be approved in advance by the relevant department chair or program director, 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, he/she will be promptly reimbursed, upon submission of a receipt or other documentation of the expense.

**Section 5.** Faculty members shall be provided computers and related equipment on the same terms as tenured and tenure-track faculty.

**Section 6.** Faculty members shall be provided with individual mailboxes in each department to receive student papers and campus and other mail.

**Section 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.

**Section 8.** Faculty members shall have access to appropriate office space to prepare for class, meet with, and advise students, including private space when necessary. Prior to any decisions made at the departmental, program, or school level related to the allocation of office space, the Chair, Director, his/her designee, or Coordinator shall meet with affected faculty members to discuss proposed changes and possible alternatives.

**Section 9.** Faculty members shall have full access to library services for the term of their appointment, and will not lose such access between semesters.

**Section 10.** Full-time faculty 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. Unless the conditions and eligibility terms of a given grant state otherwise, full-time faculty members shall have the opportunity to apply for grants made available to tenured and tenure-track faculty.

## **ARTICLE 10 – WORKLOAD**

**Section 1.** The University has the right to set the workload of all bargaining unit lecturers, subject only to the specific limitations in this Article. The workload of lecturers will include responsibilities in the areas of teaching, academic advising and service to the department, School, and University, along with specific

expectations delineated in this Article. A Lecturer's workload shall normally consist of eighty percent (80%) teaching and twenty percent (20%) service.

**Section 2.** During the course of an academic year, the teaching load of a Lecturer will normally be three (3) courses, or the equivalent, per semester. However, in making such assignments, and in deciding upon the number of courses assigned, the University will also take into account a number of factors with regard to teaching load, including but not limited to the following:

- Directing Independent Studies
- Directing Honors Thesis
- Directing Graduate Students
- Serving on Masters or Doctoral Committees
- Nature and content of the course
- Team Teaching
- Supervision of Teaching Assistants or other Section or Lab leaders
- New course development or significant course revision.
- Labs, artistic events, field work, and other course-specific factors

**Section 3.** It is recognized that from time to time, certain Lecturers may also carry the responsibilities of coordinating or directing an academic program or course. In such cases, if the workload is sufficiently substantial, taking into account program size and other relevant factors, s/he may receive a reduction of one teaching course. This decision will be made by the Dean of Academic Affairs in consultation with the lecturer and the department chair. A decision not to allow a course reduction will not be made in an arbitrary or capricious manner.

Lecturers who currently teach fewer than three (3) courses per semester shall not have their teaching assignment increased provided that the Lecturer continues to perform additional service and other work in lieu of teaching pursuant to current practice. Nothing in this contract precludes a faculty member from voluntarily teaching more than three (3) courses per semester if approved by the Academic Dean.

**Section 4. Teaching.** Lecturers are expected to teach their assigned courses and attend all classes as scheduled.

- a. Lecturers are expected to create, distribute and adhere to a syllabus for each course they teach and provide their department chairs or program directors with copies of such syllabi upon request, or in accordance with any department policy, such as a requirement to post such syllabi on line.
- b. In the classroom, a lecturer'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.
- c. Lecturers will submit grades and other requested information about students in a timely fashion in accordance with University, School and department policies.
- d. Lecturers are expected to adhere to any University, School or department policies dealing with student academic issues or procedures; student course evaluations; policy on plagiarism and the student code of conduct; student accommodation issues; and other rules and regulations governing students' and faculty members' work expectations.

**Section 5. Academic Advising.** Lecturers are expected to serve as pre-major and major advisors, and advisers to graduate students, as appropriate, in accordance with University, School and department policies. Lecturers are encouraged to attend periodic workshops on advising conducted by the Dean of Academic Advising and Undergraduate Studies. They are expected to adhere to any University, School or department policies dealing with academic advising.

**Section 6. Service.** Lecturers are expected to participate in the governance of their School through attendance and voting at faculty meetings as determined by the faculty of the School of Arts and Sciences. Lecturers are also required to attend meetings of their departments or programs, as determined by their chairs or program directors, and to contribute to the operation of their departments/programs.

**Section 7.** Lecturers are also expected to:

- a. Hold office hours (at least two (2) per week)

- b. Attend commencement exercises of the School of Arts and Sciences. Lecturers are encouraged to attend matriculation exercises of the School.
- c. Annually report on their activities according to a schedule set forth by the Academic Deans.
- d. Respond to accreditation-related requests from the department chairs, program directors or other University personnel in a timely manner
- e. Be familiar with and adhere to the University's *Working with One Another* policy
- f. Adhere to the University's Conflict of Interest policy and the School's guidelines on conflicts of commitment and outside professional activities as currently appear in the Faculty Handbook.
- g. Adhere to all other University, School or department policies involving employment and working conditions.

**Section 8. Other administrative assignments.** From time to time, and in addition to assignments under Section 3, faculty may be asked to assist in or take on particular administrative functions for a period of time. In such cases, the School will negotiate with the individual lecturer on appropriate compensation and/or teaching release time for such work.

**Section 9.** If departments create workload committees, bargaining unit faculty shall have a minimum of one (1) representative, or be proportionately represented in each department or program workload committee, whichever is greater.

**Section 10.** Disputes related to workload either pursuant to this Article or policies developed by the A & S Faculty Workload Group and subsequently adopted by the School and Faculty shall be subject to the Grievance and Arbitration Procedure.

*It is understood that some of the areas of workload covered by this Article and the weight given to these functions are currently under review and discussion by the A & S Faculty Workload Group. The parties agree that the work of that committee should continue. Accordingly, the parties agree that once the A & S faculty votes on the workload guidelines, those guidelines will be sent to both the Union and the University for review. The parties will then negotiate over those areas covered by the Group's guidelines and complete negotiations of this Article at that time.*

## **ARTICLE 11 – APPOINTMENTS**

**Section 1.** A Lecturer will initially be appointed for a term of one year and may be appointed in the University's sole discretion for an additional term of one year. In its sole discretion, the University may offer an initial two year appointment instead of a one year appointment.

**Section 2.** At the conclusion of two (2) years of consecutive service at the University as a bargaining unit Lecturer if the University in its reasonable discretion decides to reappoint the Lecturer, the University will appoint the Lecturer to a term contract of two (2) years. In limited cases where the faculty member's performance has not been sufficiently satisfactory, the Dean may offer a one year appointment instead of a two year appointment or non-reappointment. A faculty member who is given such a one year appointment will be eligible to be reviewed for a two-year appointment at the end of such one-year appointment.

**Section 3.** At the conclusion of four (4) years of consecutive service at the University as a bargaining unit Lecturer if the University in its reasonable discretion decides to reappoint the Lecturer, the University will appoint the Lecturer to a term contract of three (3) years. In limited cases where the faculty member's performance has not been sufficiently satisfactory, the Dean may offer a one- or two-year appointment instead of a three year appointment or non-reappointment. A faculty member who is given such a one- or two- year appointment will be eligible to be reviewed for a three-year appointment at the end of such one- or two-year appointment.

**Section 4.** Any subsequent appointments as a Lecturer will also be for a term contract of three (3) years. In limited cases where the faculty member's performance has not been sufficiently satisfactory, the Dean may offer a one- or two-year appointment instead of a three year appointment or non-reappointment. A faculty member who is given such a one- or two- year appointment will be eligible to be reviewed for a three-year appointment at the end of such one- or two-year appointment.

**Section 5. Senior Lecturer.** A Lecturer will initially be eligible to be considered for promotion to the rank of Senior Lecturer at the start of his or her seventh (7<sup>th</sup>) year of full-time bargaining unit service at the University, or any year thereafter.

- a. Details on the criteria for promotion, application process and benefits that accompany such promotion are specified in the Promotion Article.
- b. If the promotion is approved, the Senior Lecturer will receive an appointment for a five (5) year contract and will be eligible to be reappointed for additional five (5) year appointment periods. In limited cases where the faculty member's performance has not been sufficiently satisfactory, the Dean may offer less than a five year appointment. A faculty member who is given less than a five year appointment will be eligible to be reviewed for a five-year appointment at the end of the reduced appointment period.
- c. If the promotion is denied, and if the Lecturer is otherwise reappointed, s/he will receive a three (3) year appointment. In limited cases where the faculty member's performance has not been sufficiently satisfactory, the Dean may offer a one- or two-year appointment instead of a three year appointment or non-reappointment. A faculty member who is given such a one- or two- year appointment will be eligible to be reviewed for a three-year appointment at the end of such one- or two-year appointment.
- d. An applicant who receives an adverse decision regarding promotion nonetheless remains eligible for consideration for additional reappointments as a Lecturer and he or she may be reconsidered for promotion following an additional period of two (2) consecutive years of employment as a bargaining unit Lecturer.
- e. A Lecturer is not obligated to be considered for promotion. If s/he decides not to be considered for promotion, s/he will be reviewed for a three (3) year contract in the normal course.

**Section 6.** The University agrees that any faculty member who is not given a second three (3) year appointment due to performance-related reasons, or who is denied promotion to Senior Lecturer, may grieve such decision under the Grievance and Arbitration Procedures under the standard of whether the University acted unreasonably.

**Section 7.** The University also agrees that 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.

**Section 8.** Non-reappointments are not grievable if the decision was based upon:

- a. 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;
- b. The hiring of a full-time tenure-track faculty member that has the effect of reducing the need for a full time Lecturer's services;
- c. Serious financial considerations that warrant reduction in teaching staff.

The Union may request effects bargaining for faculty not reappointed under this section.

**Section 9.** Any time spent on a University-approved leave of a semester or more shall mean that the academic year in which the leave was taken shall not count toward the time periods referred to above.

**Section 10.** Any lecturer who wishes to permanently retire as a full time lecturer from the University, upon signing a retirement agreement, may phase into retirement by working half-time for his/her last year of employment. The lecturer may work full-time for one semester of that year or half-time over the course of the full academic year. In such circumstances, and upon timely notice of such intent by December 1 of the previous academic year, the lecturer will receive half salary for the final year of employment but will retain full benefits. However, pension contributions by the University will be based on actual salary.

## **ARTICLE 12 – EVALUATION**

**Section 1.** The School shall conduct an evaluation of each full time lecturer prior to any decision on reappointment or non-reappointment.

**Section 2.** The evaluation of a full time bargaining unit lecturer shall be conducted as follows:

- a. The tenured faculty members and Senior Lecturers of the department or program, and any full time lecturers or tenure-track faculty who have direct supervisory oversight of the program or have relevant subject matter knowledge, shall meet formally to review the faculty member's activities and to vote on whether or not to recommend reappointment. A department may choose to designate a committee of such faculty to conduct the review of any or all lecturers in the department who are up for review. If there are no faculty members within the department who have knowledge of the subject matter, then the University shall make every reasonable effort to include a Tufts University faculty member from another department or program on the review committee with such knowledge.
- b. The faculty may consider materials and factors that bear on the lecturer's performance, including but not limited to the following:
  - i. The lecturer's curriculum vitae
  - ii. A list of courses taught by the lecturer and enrollments for those courses
  - iii. Student evaluations, including both numerical scores and written comments on those student evaluations
  - iv. The lecturer's self-evaluation, if provided
  - v. Classroom observations, if any, conducted by the department chair, program director or tenure or tenure-track faculty members during the evaluation process:
    - i. The date and time of the classroom observation shall be decided in advance by mutual agreement between the Chair, Director, or Coordinator and the faculty member. The Chair, Director, Coordinator, or designee, shall write a summary of any classroom visit and shall provide it to the lecturer. The Chair,

Director, Coordinator, or designee, who wrote the summary shall then meet with the faculty member 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. The faculty member is free to add his/her own comments about the observation summary. Such summary by the Chair, Director, Coordinator, or designee, as well as any comments by the faculty member, shall become part of the faculty member's personnel file.

1. The Lecturer may request a classroom observation as part of the evaluation and such requests shall not be unreasonably denied.
  - vi. Any available information on teaching or advising performance.
  - vii. The record of the lecturer's performance in carrying out service, including leadership, obligations to the department and School.
  - viii. Student feedback, both written and oral, about the faculty member's performance
  - ix. Syllabi and applicable course materials
  - x. Assessment methods.
- c. The department chair or program director sends the Academic Dean a report, signed by all of the faculty members who voted, conveying the recommendation and detailing the discussion.
- i. The report should contain a brief overview of the full time lecturer's performance in teaching, advising, and service and should be accompanied by the current curriculum vitae for the lecturer.
  - ii. The report shall be submitted to the Academic Dean no later than February 1 for a lecturer in his or her first year of service and by November 1 for a lecturer in his or her second year of service and by April 15 for a lecturer in his/her third year or more of service.
  - iii. The lecturer shall receive a copy of the report and s/he may respond to the report in writing within one (1) week of receipt. Any such response

- shall be part of the materials reviewed by the Academic Dean in making his/her final decision.
- d. In cases where the department is recommending reappointment, the department shall also in the same report make a recommendation for the length of the contract, in accordance with the possible contract lengths delineated in this Agreement.
  - e. The Academic Dean shall make the final decision as to whether to reappointment the lecturer and if so, what the length of the contract should be. In making this decision, the Academic Dean will review the information and recommendations provided by the department, plus the disciplinary record, if any, of the lecturer, and any response to the report submitted by the lecturer. The Academic Dean will also take into account the factors listed in Section 8 of the Appointments Article. Prior to any such decision, the Academic Dean may, but is not obligated to, consult with the department chair or program director.

It is further provided, however, that in cases where the Academic Dean decides not to reappoint, then the Dean of the School must review the file and the recommendations. In such cases, the Dean of the School shall make the final decision on whether or not to affirm the Academic Dean's decision not to reappoint.

- i. In the case of reappointment, the Academic Dean will notify the lecturer of her/his decision in accordance with the notice dates provided in this Article. In the case of non-reappointment, the Dean of the School shall notify the lecturer of his/her decision in accordance with the notice dates provided in this Article.

**Section 3.** In the event of a non-reappointment, a lecturer must be given written notice in accordance with the following:

- a. Not later than March 1 of the first academic year of service as a full time bargaining unit lecturer if the appointment terminates at the end of that academic year; or, if an initial one year appointment terminates during the academic year, not later than three months prior to the date of its termination.

- b. Not later than December 15 of the second academic year of service as a full time bargaining unit lecturer if the appointment terminates at the end of that second academic year; or, if an initial two year appointment terminates during an academic year, not later than six months prior to the date of termination.
- c. No later than twelve (12) months prior to the date of termination of an appointment if it terminates subsequent to the completion of more than two years of service as a full time bargaining unit lecturer.

If the lecturer is not reappointed by the Dean of the School, the notification from the Dean of the School shall include the reasons for not reappointing the lecturer, including any reason for differing from the judgment of the departmental faculty committee, department chair or Academic Dean.

### **ARTICLE 13 – DISCIPLINE AND DISCHARGE**

**Section 1.** Discipline may include written warnings, unpaid suspensions, or discharge. A faculty member will not be disciplined, suspended, or discharged without just cause.

**Section 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.

**Section 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.

**Section 4.** Discipline for purposes of this Article shall not include performance reviews.

**Section 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.

**Section 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 unreasonably be denied.

## **ARTICLE 14 – PROMOTION**

**Section 1.** Lecturers are eligible to apply for promotion or be recommended by the Department Chair for Senior Lecturer beginning in their seventh year of bargaining unit service for an effective date of September 1 of the subsequent academic year. The University reserves the right to hire a new faculty member with the rank of Senior Lecturer. Lecturers who were previously part-time lecturers at Tufts shall be credited with one year of service for every two years of employment as a part time lecturer at Tufts up to a maximum of five years of credit. The University may or may not, in its sole discretion, give credit to a new Lecturer upon hire for prior college or university service.

**Section 2.** The criteria for promotion to Senior Lecturer will be as follows:

**Teaching:** Full-time lecturers who apply for promotion to Senior Lecturer should have demonstrated excellence and innovation in teaching.

Examples of evidence of excellence and innovation in teaching include reports on classroom observations over the last 5 years, syllabi over the last 5 years, course evaluations over the last 5 years, teaching awards, and other materials normally considered in the evaluation of teaching performance.

**Advising:** Full-time lecturers who apply for promotion to Senior Lecturer should have demonstrated excellence and innovation in advising and/or supervising students on master's theses, special projects, or internships.

**Service:** Full-time lecturers who apply for promotion to Senior Lecturer should have demonstrated leadership in their service to the department or program, school, or university.

Examples of evidence of leadership in service to the department or program, school, or university include but are not limited to: chairing a department or school committee, directing or coordinating a program, membership and active participation in school or university committees and department affairs, or within the Lecturers discipline, or through active civic engagement.

**Section 3.** The procedures for the evaluation of a lecturer for promotion to Senior Lecturer will be as follows:

- a. The lecturer shall notify his/her department chair in writing no later than **September 1** of the academic year that s/he wishes to be considered for promotion and in which the review is to take place. In the alternative, the Lecturer's Department Chair, with the agreement of the Lecturer, shall recommend the Lecturer for promotion.
- b. The full-time lecturer must submit the following application materials by **December 15** of the academic year in which the review is to take place. Application materials must be submitted electronically to the department chair or program director.

**Application materials:**

- i. An application letter in which the faculty member carries out a self-evaluation and argument in support of his/her candidacy for promotion
- ii. CV— including information related to advising and service, as detailed in the criteria above
- iii. Teaching statement/philosophy
- iv. Syllabi for courses taught in the past five (5) years
- v. Any other supplementary materials that can provide evidence of excellence and innovation in teaching and advising, and leadership in service

- c. The department chair or program director will also prepare a dossier that includes the following:
  - i. A list of courses taught and enrollments in these courses in the past five (5) years.
  - ii. A numerical summary of student course evaluations in the past five (5) years
  - iii. A summary of written comments on student course evaluations in the past five (5) years
  - iv. Student feedback, both written and oral, about the faculty member's performance in the past five (5) years
  - v. Syllabi and applicable course materials for the past five (5) years
  - vi. Assessment methods
  - vii. Reports on classroom observations, if any, conducted by the department or program in the past five (5) years
  - viii. Any available information on advising performance
  - ix. The record of the lecturer's performance in carrying out service obligations to the department and School and the University
  - x. Other professional activities that support the lecturer's teaching and service
  - xi. Confidential letters of support from colleagues at Tufts. Letters of support will be solicited by the department chair or program director by writing to all department or program affiliated faculty. Letter writers will be asked to assess the candidate's eligibility for promotion to Senior Lecturer; to speak to the faculty member's teaching, advising, and service; and to make a recommendation. For full-time lecturers whose courses are cross-listed in other departments or programs, or who hold secondary appointments in other departments or programs, confidential letters from those secondary units will also be solicited from a list provided by the candidate.
  - xii. Confidential letters of support from Tufts students and alumni. Letters of support will be solicited by the department chair or program director from a list of former and current students and advisees provided by the candidate.
- d. The chair or program director will create an ad hoc committee composed of at least two tenured faculty members, at least one Senior Lecturer, and

- at least one additional member from outside the department or program, but from within the School. If the candidate holds a secondary appointment in another unit, the additional member of the committee may be selected from this secondary unit. The committee will meet to review the application materials. The committee will make a recommendation to the department or program no later than April 15 of the academic year in which the review takes place.
- e. All tenured faculty and Senior Lecturers within the department or program will have access to the materials listed above. These faculty will vote on the recommendation. After the vote, a confidential written recommendation will be forwarded by the ad-hoc committee to the department chair or program director no later than April 30.
  - f. The department chair or program director will also review the materials and make a recommendation. The chair or director will send his/her confidential written recommendation as well as the confidential written recommendation of the ad hoc committee to the Dean of Academic Affairs for the home department/program no later than **May 15**. In this recommendation, the chair or director will assess the candidate's eligibility for promotion to Senior Lecturer; speak to the faculty member's teaching, advising, and service; and make a recommendation.
  - g. The Academic Dean will also review the materials and make a recommendation. The Academic Dean will send his/her recommendation and will also forward the recommendations of the ad hoc committee and the department chair or program director to the Dean of the School.
  - h. The Dean of the School will make a final decision on whether or not to grant promotion, and will so notify the candidate and the department chair or program director of his/her decision. The candidate will be notified no later than June 15. If approved, the promotion will be effective September 1 of the academic year immediately following the promotion review. If the candidate is not promoted by the Dean of the School, the notification from the Dean of the School shall include the specific reasons for not promoting the candidate, including any reason for differing from the judgment of the departmental ad hoc faculty committee, department chair or Academic Dean.

#### **Section 4      Implementation**

- a. For current Senior Lecturers: In the final year of their current appointments, all such Senior Lecturers will be reviewed for reappointments of five (5) years per the provisions of the Appointment Article.
- b. For current Lecturers with seven or more years of service at the School as of September 1, 2016, they may be considered for Senior Lecturer status, upon application, during the first year of this Agreement, with any promotion to take effect in FY 18.
- c. All other Lecturers will become eligible for promotion review in their seventh year of full time service.

**Section 5.      Benefits of Senior Lecturer Status.** In addition to the appointment period specified above, a Senior Lecturer will also be entitled to the following benefits:

- a. A Senior Lecturer will receive a one-time addition to base salary of \$3500 to his/her base pay effective on September 1 of the subsequent fiscal year (e.g. decision to promote in May or June, then the pay increase is September 1.). This amount will be applied following whatever the Senior Lecturer receives for a salary increase through the Annual Merit Review Program.
- b. A Senior Lecturer will be given specific professional development funds in the amount of \$750 per year into a designated account that can be used, upon proper approval for professional development opportunities related to his/her scholarship, artistic or professional practice that will contribute to the improvement of his/her teaching. Such funds cannot roll over from one fiscal year to the next. The Senior Lecturer may also apply for additional funds from the Professional Development Pool established in Article 17.

- c. A Senior Lecturer is eligible to compete for one of three professional development leaves that will be offered to Senior Lecturers in each year of this Agreement beginning with the Spring 2017.
- d. Professional development leaves: Procedures, rights and obligations
  - i. There will be three such leaves for each year of this Agreement. Assuming qualified applicants, the three leaves can be taken in either semester of the academic year. However, for the first year of the Agreement only, all three such leaves for that year will be taken in the Spring 2017 assuming qualified applicants.
  - ii. The Dean of the School will call for applications in the Fall 2016 for leaves to be taken in the Spring 2017. Subsequently, the Dean of the School will call for applications each Spring, beginning with the Spring 2017, for leaves to be taken in the following academic year. Applications shall be submitted to the Academic Dean who will make decisions on such applications.
  - iii. Leaves shall be for one semester and a Senior Lecturer can apply for either the fall or spring semester.
  - iv. The leaves are designed to improve pedagogy broadly defined to include activities that improve content delivery and currency of courses taught.
  - v. During the leave, no teaching shall be required. The Senior Lecturer, at his or her discretion, may keep on-going advisees or secure replacements. No new advisees will be assigned for the leave semester. No committee or service work will be required unless the Senior Lecturer chooses to continue with such committee work voluntarily.
  - vi. The Senior Lecturer on such leave shall not take on any full time employment elsewhere during the leave.
  - vii. The Senior Lecturer who is awarded such a leave has the responsibility to return to the University and submit a complete

report of his or her activities during the leave by September 1 of the subsequent academic year.

- viii. Senior Lecturers who are awarded a semester leave cannot apply for another leave for another seven (7) years.

**Section 6.** Any Senior Lecturer who has taught at Tufts on a full time basis for at least 15 years will be eligible for emeritus status.

## **ARTICLE 15 – SALARY**

### **Section 1. Salary increases for FY 17**

- a. All bargaining unit members who were employed by the School on March 1, 2016 and who are still employed by the School on September 1, 2016 shall receive an across the board increase of 2.3% of their FY 16 base salary effective on September 1, 2016.
- b. Following the distribution of FY 17 across the board increases referred to in section a above and to address salary compression issues, any full time bargaining unit member whose salary is below \$57,000 will be given an additional \$2000 to his/her base salary. This will only apply to full time bargaining unit members who were employed by the School on March 1, 2016 and who are still employed on September 1, 2016
- c. Following the distribution of FY 17 across the board increases referred to in section a above and to address salary compression issues, any full time bargaining unit member whose salary is between \$57,000 and \$75,000 will be given an additional \$1500 to his/her base salary. This will only apply to full time bargaining unit members who were employed by the School on March 1, 2016 and who are still employed by the School on September 1, 2016 .
- d. Following the distribution of FY 17 across the board increases referred to in section a above and to address salary compression issues, any full time bargaining unit member whose salary is above \$75,000 will be given an additional \$1000 to his/her base salary. This will only apply to full time

- bargaining unit members who were employed by the School on March 1, 2016 and who are still employed by the School on September 1, 2016.
- e. Following the distribution of FY 17 across the board increases referred to in section (a)-(d) above, any full time bargaining unit member who, as of July 1, 2016 is a Senior Lecturer will receive an additional \$3500 to their base salary.
  - f. The School will establish an Excellence and Equity Pool of \$10,000 for FY 17 from which the Dean of the School may make further adjustments in the salaries of any unit members. Salary adjustments from this pool shall be based on distinctive meritorious performance or achievement as well as other equitable considerations. A joint committee of two lecturers and two academic deans shall recommend to the Dean of the School the individual increases from this pool. The decision as to who shall receive such increases or the amount of such increases shall not be grievable.
  - g. All full time lecturers who are transitioning from the School of the Museum of Fine Arts to Tufts are also eligible for the FY 17 salary increases delineated in sections (a)-(f) above.

## **Section 2 Salary increases for FY 18**

- a. All bargaining unit members who were employed by the School on March 1, 2017 and who are still employed by the School on September 1, 2017 shall receive increases in accordance with the University Annual Merit Review Program for FY 18. Salary increases will be variable depending on the faculty member's performance over the previous year and decisions regarding such distributions are not grievable.
- b. In addition, the School will establish an Excellence and Equity Pool of \$75,000 for FY 18 from which the Dean of the School may make further adjustments in the salaries of any unit members. Salary adjustments from this pool shall be based on distinctive meritorious performance or achievement as well as other equitable considerations. A joint committee of two lecturers and two academic deans shall recommend to the Dean of the School individual increases from this pool.. The decision as to who

shall receive such increases or the amount of such increases shall not be grievable.

### **Section 3. Salary increases for FY 19**

- a. All bargaining unit members who were employed by the School on March 1, 2018 and who are still employed by the School on September 1, 2018 shall receive increases in accordance with the University Annual Merit Review Program for FY 19. Salary increases will be variable depending on the faculty member's performance over the previous year and decisions regarding such distributions are not grievable.
- b. In addition, the School will establish an Excellence and Equity Pool of \$75,000 for FY 19 from which the Dean of the School may make further adjustments in the salaries of any unit members. Salary adjustments from this pool shall be based on distinctive meritorious performance or achievement as well as other equitable considerations. A joint committee of two lecturers and two academic deans shall recommend to the Dean of the School individual increases from this pool. The decision as to who shall receive such increases or the amount of such increases shall not be grievable.

### **Section 4. Minimum Salaries**

- a. Any new lecturer hired for FY 17 will be paid a minimum annual salary of \$54,000.
- b. Any new lecturer hired for FY 18 will be paid a minimum salary of \$55,000
- c. Any new lecturer hired for FY 19 will be paid a minimum salary of \$56,000

### **Section 5. Promotions**

Any unit member who currently holds the rank of Senior Lecturer as of July 1 2016 will receive a \$3500 increase to his/her base pay, effective September 1, 2016. Any lecturer who subsequently is promoted to the rank of Senior Lecturer will receive a \$3500 increase to his/her base pay effective on September 1 of the subsequent fiscal year (e.g. decision to promote in May or June, then the pay

increase is September 1.). This amount will be applied following whatever the Senior Lecturer receives for a salary increase under the Annual Merit Review Program.

## **ARTICLE 16 – BENEFITS**

**Section 1.** During the life of this Agreement, the University will continue to provide coverage in the following programs for bargaining unit lecturers under the same conditions, rights, responsibilities, contribution rates, and cost-sharing obligations as provided to tenure-track/ tenured faculty:

- a. Health insurance
- b. Basic Life Insurance
- c. Long Term Disability
- d. 401(a) Basic Retirement Plan
- e. 403(b) Voluntary Retirement Plan
- f. Tuition Remission Plan
- g. Flexible Spending Accounts for Health Care and Dependent Care

**Section 2.** The benefits under all programs shall be subject to such conditions and limitations as may be set forth in the policies of the plan or contracts of insurance.

**Section 3.** Employees will be covered by the University's policy and procedures concerning the Family and Medical Leave Act and other leave programs on the same basis that is applicable to the tenure-track/tenured faculty.

**Section 4.** The University has sole discretion to select the insurance carriers or administrators for its health insurance and other insurance plans and may change carriers or administrators or elect to self-insure or self-administer such plans at any time, provided that the University must notify the Union in writing at least thirty (30) days prior to the effecting such change. Nothing in this Agreement shall preclude the University in its sole discretion from adding health insurance plans options. Nothing in this Agreement shall preclude the University in its sole discretion from deleting health insurance plans options, provided that the University must notify the Union in writing at least thirty (30) days prior to effecting such change.

## **ARTICLE 17 – PROFESSIONAL DEVELOPMENT**

**Section 1.** The University shall create a Professional Development Fund through which a lecturer may apply for reimbursement for professional development opportunities or resources related to his/her scholarship, artistic or professional practice which will contribute to the improvement of teaching.

**Section 2.** The University shall contribute fifteen thousand dollars (\$15,000.00) each semester to such a fund beginning on July 1, 2016.

**Section 3.** Funds not use in the Fall semester may be rolled over to the next Spring semester. However, these funds will not roll over from one fiscal year to the next.

**Section 4.** In order to receive funding, the eligible faculty member shall submit a request stating the expenses for which he or she is requesting reimbursement and indicate how the opportunity or resource will enhance his or her pedagogy.

**Section 5.** Request for funds shall be submitted to a joint Union-University committee composed of two lecturers designated by the Union and the two 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.

**Section 6.** Each faculty member may be approved to receive up to six hundred fifty (\$650) in a fiscal year.

**Section 7.** Denial of a request for professional development funds shall not be grievable.

**Section 8.** Senior lecturers are entitled to additional professional development money consistent with the provisions of the Promotion Article.

## **ARTICLE 18 – LECTURER-UNIVERSITY COMMITTEE**

There will be a Lecturer-University Committee with up to four (4) members on each side that will meet twice each semester to discuss matters of general interest to the lecturers or the University. Additional meetings may be scheduled by mutual agreement. These meetings shall not be used for negotiations or to discuss pending grievances or individual faculty members. The meetings will be scheduled within three weeks of either party sending written notice to the other of its intent to meet. Designated representatives of the Union and the University will suggest agenda items two (2) weeks prior to each meeting. The parties will designate their own representatives to the committee.

## **ARTICLE 19 – GOVERNANCE**

**Section 1.** The rights and privileges of members of the bargaining unit in the area of faculty governance are determined by the Faculty of the School of Arts and Sciences and by the Faculty of the School of Arts, Sciences and Engineering, subject to the final approval of the Board of Trustees. Such matters include membership, voting rights, and other participation in the governance of the School. This Agreement does not create, confirm, or abrogate any rights or privileges under the various governance documents of the School and University as they may be amended from time to time.

As a general matter, the University supports the involvement of bargaining unit members in the appropriate governance areas of the School and University and applauds the efforts and involvement of bargaining unit members in these areas. However, it also recognizes that the scope of that involvement is appropriately left to the Faculty of the School of Arts and Sciences and to the Faculty of the School of Arts, Sciences and Engineering, subject to the final approval of the Board of Trustees, and does not constitute a mandatory subject of negotiations between the Union and the University.

**Section 2.** Academic departments also determine their own governance structure, including voting privileges. This Agreement does not create, confirm, or abrogate any rights or privileges under the various governance policies or practices of the various academic departments, as they may be amended from time to time. The

parties recognize that such matters are also beyond the scope of mandatory subjects of bargaining between the Union and the University.

## **ARTICLE 20 – PAYDAY**

**Section 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 he/she 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.

**Section 2.** Faculty members shall be able to review and print an itemized electronic pay stub after each pay day. The precise payday shall be the same day set for others in the University who are similarly situated. Payroll information may be retrieved in Employee Self-Service two days before the pay date.

**Section 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.

## **ARTICLE 21 – NO STRIKE- NO LOCKOUT**

**Section 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, withholding, or delaying any grades, academic evaluations, or other documents, nor shall any faculty members engage in such conduct.

**Section 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 Procedure 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 Procedure.

**Section 3.** In the event that any faculty member violates the provisions of Section 1 above, 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 24 hours of notice to the Union from the University that there has been a violation of this Article.

**Section 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 22 – 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 re-negotiate any provision that has been invalidated.

#### **ARTICLE 23 – DURATION OF AGREEMENT**

This Agreement shall be in full force and effect from the date of ratification to June 30, 2019. 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, 2019, 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.

Tentative Agreement reached May 31, 2016.

FOR SERVICE EMPLOYEES  
INTERNATIONAL UNION,  
LOCAL 509, CtW

FOR TUFTS UNIVERSITY

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**LETTER OF UNDERSTANDING  
BETWEEN  
SEIU LOCAL 509 (the “Union”)  
AND  
TUFTS UNIVERSITY (the “University”)  
RE: CREDIT FOR CURRENT LECTURERS WITH PREVIOUS  
EXPERIENCE AT OTHER INSTITUTIONS**

The Union and the University agree to provide the following additional credit as time worked as a Lecturer at Tufts University based on previous faculty appointments at other colleges or universities:

1. Maria Ester Rincon Calero and James Matthew Harrington shall be credited with one (1) additional year;
2. Each of the Lecturers on the list below shall be credited with two (2) additional years:
  - Min Wan
  - Joanna Kuriyama
  - Hedda Harari-Spencer
  - Ninian Stein
  - Marina Aptekman
  - Thomas Abowd
  - Sumeeta Srivivasan
  - Bruce Johnson
  - John Page

This Letter of Understanding is incorporated by reference in the collective bargaining agreement between the parties

FOR THE UNION:

FOR THE UNIVERSITY:

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\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_