

**Summary of Tentative Agreement
Initial 3-Year Collective Bargaining Agreement
Between
SEIU Local 509/Full-time Lecturers Union and Tufts University**

Creating One Faculty: Rights, Resources, & Inclusion

Academic Freedom: Full-time Lecturers shall have the rights to academic freedom rights as all other Tufts faculty. However, we should continue to advocate for a change in policy that acknowledges controversial subject matter in the classroom is at the heart of the academic mission.

Access to Services/Departmental Support: Full-time Lecturers will continue to receive computers in the same manner as tenured and tenure track faculty. Full-time Lecturers will receive the institutional support needed to teach courses (including remaining current in discipline), advise students, and provide service.

Governance: It reaffirms the important role that Full-time Lecturers play in governance in departments, programs, and the college.

Professional Development Fund: Tufts agreed to fund professional development, including attendance at conferences, which will contribute to the improvement of teaching. The total fund amount is \$15,000 per semester. Full-time Lecturers will be eligible to apply to receive up to \$650 per year from this fund.

Paid Professional Development Leave: There will be 3 paid leaves each year available on a competitive basis for Senior Lecturers. These leaves will include full pay for one semester with the purpose of improving pedagogy, including course/subject matter content and currency within discipline.

Workload: We agreed to re-open the contract to negotiate over the 'Workload Taskforce' report and subsequently adopted policy's impact on Full-time Lecturers. The contract ensures that there will be proportional representation for Full-time Lecturers on Departmental and Program workload committees and that disputes related to the interpretation and application of the workload agreement shall be subject to the grievance and arbitration procedure of the Union contract. The agreement also has a 'do no harm' provision that protects current arrangements acceptable to departments and faculty members (including for those who want to teach additional courses).

Moving Past Contingency: Job Security

Lecturers: Full-time Lecturers will have a contract sequence of 1-1-2-3-3-3-etc. Current Full-time Lecturers will continue from their current appointment status in this progression. In rare circumstance, due to performance or departmental needs, Lecturers may be offered a shorter appointment.

Senior Lecturers: Senior Lecturers will be given 5-year appointments at the end of their current appointments. In rare circumstance, due to performance or departmental needs, Senior Lecturers may be offered a shorter appointment.

Retirement & Emeritus Appointments: Senior Lecturers who wish to permanently retire can agree to a final year appointment (at any time) in which they work full-time over the course of one semester or half-time over a full year for half of the annual salary and full benefits. Any Senior Lecturer who has taught full-time for at least 15 years will be eligible for emeritus status.

Performance Evaluations: Evaluations will take place prior to decisions to appoint or reappoint and be conducted by tenured faculty and Senior Lecturers. Assistant Professors and Lecturers may participate in the evaluation if they have oversight responsibilities of the Lecturer being evaluated or subject matter knowledge of the area in which the Lecturer teaches. Evaluations may include student evaluations, syllabi, course materials, assessment methods, written/oral feedback from students, and classroom observations. Classroom observations will be scheduled by mutual agreement. The Lecturer who was observed will have the opportunity to meet with the faculty member who observed their teaching, receive written comments, respond in writing. The Lecturer members may request a second observation by a different faculty member. Lecturers will receive a copy of the overall performance evaluation and have an opportunity to respond. If a Lecturer is not reappointed, the Dean must state the reasons for the non-reappointment, which is grievable.

Promotions: Lecturers will be eligible for promotion beginning in the 7th year and can apply or be recommended by their chair. In Academic Year 2016-2017 only, a Lecturer will need to be in at least the 8th year to be eligible for promotion. The criteria are based on excellence and innovation in teaching and advising, and leadership in service. Service includes work within one's discipline or through related civic engagement. Lecturers will receive one year of credit for every two years of part-time teaching at Tufts and current lecturers will receive up to two (2) years of credit for full-time teaching at other four year colleges/universities. The process for application will be consistent and include an extensive review of the three areas of work. Promotion to Senior Lecturer goes through an approval process at the department, academic deans, and college Dean. If a person is denied promotion, the Dean needs to provide the specific reasons for the denial and it is grievable.

Promotions will go into effect during the following academic year. In addition to 5-year appointments, Senior Lecturers will receive an additional \$3500 and \$750 dedicated funds for scholarship, and eligibility for paid professional development leave.

Progress Toward Parity: Compensation and Benefits

Compensation:

Year 1 (AY 2016/17)

First

- Across the board raise of 2.3%

Second

- If salary < \$57K, + \$2000
- If salary \$57-75K, + \$1500
- If salary > \$75K, + \$1000
- Additional \$10,000 Equity and Excellence Pool to be distributed by a committee of lecturers & deans. Lecturers will need to create a consensus around criteria for distribution and select representatives to be on the committee.

Third

- Current Senior Lecturers – \$3500 additional raise in Year 1.

Year 2 (AY 2017/18)

- raise of merit % + a \$75K equity & excellence pool (distributed by committee of lecturers & deans).

Year 3 (AY 2018/19)

- raise of merit % + a \$75K equity & excellence pool (distributed by committee of lecturers & deans)

Promoted to Senior Lecturer in Years 2 and 3 – \$3500 increase when promotion takes effect

Benefits: Benefits will continue to be the same for Full-time Lecturers

Contract Boilerplate Language: Our Voice

Recognition: The University recognizes SEIU Local 509 as the exclusive representative for the purposes of collective bargaining for Full-Time Lecturers in the School of Arts and Sciences. The University must notify and bargain with the Union over the effect of changes in policy (where the contract is silent) to the terms and conditions of employment for Lecturers.

Management Rights: Except as limited by the express terms of the Agreement, the University reserves the usual and customary functions of management. Specific articles in the contract supersede the Management Rights article. Violations of the Management Rights article are not subject to the arbitration procedure.

Union Security and Dues Check-Off: It is a condition of employment for current and future Lecturers to either become a member of the union and pay dues (1.5%) or pay a representational fee (1.19%) in lieu of dues and membership. Lecturers may pay dues or representational fees through payroll deduction each pay period. Lecturers may voluntarily contribute to SEIU Local 509's political action fund. Dues will not begin until on or after September 1, 2016.

Union Rights: Union representatives shall have access to the campus. Union meetings can be held on campus. Union representatives will meet with new Lecturers during new employee orientation. The Union can post materials on University bulletin boards.

Bargaining Unit Information: The University will provide an updated list of Lecturers each semester.

Grievance and Arbitration: This article establishes an internal mechanism to resolve disputes related to the interpretation and/or application of the terms of the contract. The process includes both non-binding mediation and, if still unresolved, grievances may be submitted to binding arbitration to an outside arbitrator.

Labor-Management Committee: A joint committees of Lecturers will meet with administration representatives at least 5 times per year to review ongoing matters of mutual concern in a non-bargaining, non-adversarial process. There will be 4 Lecturers on the committee.

Discipline and Discharge: During the period of appointment, post-probationary Lecturers will not be disciplined or discharged without just cause. Faculty members will have the right to Union representation in any investigatory meeting which may lead to discipline. Non-re-appointment shall not be subject to a just cause standard.

Personnel Files: Faculty members shall have access to personnel files and may get copies of documents in the files.

No Strike/No Lock-Out: During the term of the contract, the Union or Lecturers may not engage in a strike or work stoppage, including sympathy strike. The University cannot lock faculty members out. This is in exchange for binding arbitration.

Separability: If a part of the contract is unlawful, then it will be separated from the rest of the contract, which shall remain in full force and effect, and negotiate the section back into compliance with law.

Duration: The contract will expire on June 30, 2019. We will begin negotiations around February 1, 2019 for our next contract.