

**2018 – 2021 COLLECTIVE BARGAINING AGREEMENT
SEIU LOCAL 509 ADJUNCT FACULTY & LESLEY UNIVERSITY**

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This Agreement is entered into as of the dates indicated below, with an effective date of December 13, 2018, by and between Lesley University (hereinafter referred to as the "Employer" or "University"), and Service Employees International Union, CtW Local 509 (hereinafter referred to as the "Union").

PREAMBLE

The Union and the University value and respect the role of the Adjunct Faculty covered by this Agreement as important contributors to a learning community. Our relationship is characterized by a spirit of professionalism, collegiality, and cooperation toward a common objective of providing an exceptional educational experience for the University's students and to attract and retain quality students and employees.

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. This is in keeping with the University's stated mission "to prepare socially responsible graduates with the knowledge, skills, understanding, and ethical judgment to be catalysts in shaping a more just, humane, and sustainable world."

A NOTE ON GENDER INCLUSIVITY

As institutions fully committed to gender inclusivity, the University and the Union have agreed to use gender-neutral language 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. 01-RC-118179, the University hereby recognizes the Union as the sole and exclusive collective bargaining representative of all adjunct faculty employed by the Employer in the United States instructing in credit-bearing classes, labs, or lessons in all programs (whether degree-granting or not). Such instruction may occur through any delivery method/modality (including teaching credit-bearing on-line classes, labs or lessons).

1.2 Exclusions. Excluded are all other faculty. Also excluded are all other employees, whether or not they have teaching responsibilities, including

- A. deans,
- B. provosts,
- C. administrative employees,
- D. professional and non-professional employees,
- E. artists in residence,

- F. maintenance,
- G. confidential employees,
- H. graduate assistants,
- I. teaching fellows,
- J. department or program chairs,
- K. full-time coaches, and
- L. guards and supervisors as defined in the National Labor Relations Act.

ARTICLE 2

MANAGEMENT AND ACADEMIC RIGHTS

2.1 Management of the University is vested exclusively in the University. Except as set forth in this Agreement, this includes but is not limited to the following rights:

- A. The right to establish, direct, and control its programs, services, organizational structure, and operations in all particulars and to take such action as is necessary to maintain the mission, efficiency, and effectiveness of the University operations;
- B. The right to decide who is taught, what is taught, how it is taught, when it is taught, and who does the teaching;
- C. The right to direct, supervise, and train employees; to appoint, assign, schedule, transfer, evaluate, promote, and retain employees in positions; to determine qualifications, hiring criteria and standards of work; to establish standards of productivity and performance; and to suspend, demote, discharge, or take other disciplinary actions against an employee;
- D. The right to lay off employees due to lack of work, budgetary reasons, or organizational changes;
- E. The right to determine the means, methods, budgetary and financial procedures, and personnel by which the University's programs, services, and operations are to be conducted;
- F. The right to take whatever actions as may be necessary to carry out the mission of the University in situations of emergency, the determination of such situations to be the prerogative of the University, provided that the University shall subsequently and in timely fashion negotiate the effects of such action on the terms and conditions of employment of members of the bargaining unit. For the purposes of this section "emergency" is defined as any condition or situation out of the ordinary which requires immediate action to avoid danger to life, property, or to prevent losses affecting the University, its employee(s), student(s), or the general public.
- G. The right to privatize or contract out programs, services, and operations as deemed appropriate to maintain a well-coordinated and efficient system of the University.

2.2 The above enumeration of management and academic rights is not exhaustive and does not exclude other management or academic rights not specified above. The exercise of any management or academic right or function in a particular manner shall not preclude the University from exercising the same in any other manner which does not violate this Agreement. The University's failure to exercise any right or function reserved to it shall not be deemed a waiver of its right to exercise same.

ARTICLE 3

EQUAL EMPLOYMENT OPPORTUNITY & NON-DISCRIMINATION

3.1 Statement of Values. Discrimination has no place at the University and offends the University's core values, which include a commitment to equal opportunity and inclusion. The University and the Union hereby affirm a mutual commitment to a community that is truly integrated, diverse, and inclusive. For the avoidance of doubt, this section 3.1 is a statement of values and is not subject to Article 8 (Grievance and Arbitration).

3.2 Policy. Neither the University nor the Union shall discriminate on the basis of race, color, religion, sex, ethnicity, national origin or ancestry, age, physical or mental disability, sexual orientation, gender identity, gender expression, genetic information, veteran or military status, membership in Uniformed Services, and all other categories protected by applicable state and federal laws (including union activity).

With one exception, violations of Section 3.2 will not be subject to Article 8. Claims of discrimination will be handled in accordance with the procedures provided for all University employees, specifically the University's Discrimination and Harassment Complaint Resolution Procedure or successor procedure. Notwithstanding the foregoing, claims of discrimination on the basis of union activity will be handled in accordance with Article 8.

ARTICLE 4

UNION SECURITY AND CHECK OFF

4.1 It shall be a condition of employment that all Adjuncts

A. who are members of the Union in good standing as of the effective or execution date of this Agreement, whichever is later, shall remain members in good standing, and

B. 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,

- (1) become and remain members in good standing of the Union, or
- (2) in lieu of union membership, pay an agency fee, as determined by the Union. The Union agrees to comply with all Massachusetts and Federal law regarding the implementation and notice requirements of agency fees.

4.2 It also shall be a condition of employment that all Adjuncts who are hired on or after its effective or execution date of this Agreement, whichever is later, shall, on or after the thirtieth (30th) work day following the beginning of such employment either

- A. become and remain members in good standing of the Union or
- B. pay an agency fee as determined by the Union.

4.3 The Union may request that an Adjunct who fails to join the Union, maintain Union membership, or pay an agency fee shall be dismissed.

- A. If the Union makes such a request, the Employer shall comply.
- B. Prior to any dismissal, the Adjunct shall be offered an opportunity within twenty (20) calendar days, following the written notification from the Union to the Employer requesting discharge, to pay the required dues and/or agency fees that have not been tendered.

4.4 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 except as specifically provided in this Article.

4.5 The Union hereby agrees that it shall indemnify, defend, and hold the University harmless from any claims, actions, or proceedings by an Adjunct arising from deductions made by the University hereunder or from the enforcement of this Article.

4.6 The University further agrees to deduct voluntary contributions made by an Adjunct to the SEIU Committee on Political Education (COPE) and to remit said contributions to the COPE 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 Adjunct.

4.7 Each payday, the University shall deduct from an Adjunct's wages a sum of dues and/or fees owed the Union and authorized under the National Labor Relations Act, provided the Adjunct 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. The University will include that form in the initial employment packets of new Adjuncts.

4.8 Authorization. The Union shall be ultimately responsible for obtaining executed written assignments for such payroll deductions from existing Adjuncts. However, the University shall cooperate with the Union in seeking compliance with this provision by notifying covered Adjuncts 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.

A. Materials voluntarily completed by the Adjunct and returned to the University shall be promptly remitted to the Union.

B. Deduction Remission. On or about the 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 either the Adjunct is not on the payroll of the University or instruction to cease payroll deductions is given in writing by the Adjunct to the University Office of Human Resources and to the Union.

4.9 The University shall send to the Union via email (to dues@seiu509.org) the following information for each Adjunct, whether or not a deduction is made, at the same time as the University remits all Union deductions for the preceding month:

- A. Job classification;
- B. Department;
- C. Rate of pay and earnings that the dues or agency fee deduction is based on;
- D. Month the deduction is based on;
- E. Name;
- F. Union assessments listed separately; and,
- G. If applicable, a reason Union dues are not deducted.

ARTICLE 5

UNION RIGHTS

5.1 The identified 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.

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

5.3 Management shall recognize Adjuncts designated by the Union as bargaining unit representatives to address grievances, process disciplinary appeals, for meetings with a grievant or with management, and to attend to other matters related to the administration of this Agreement when authorized by the Union to do so.

5.4 Workplace leaders (stewards) and/or Union representatives shall be given some time on the agenda of Adjunct orientation meetings in order to present information about the Union and Union membership.

ARTICLE 6

ACADEMIC FREEDOM AND ADJUNCT FACULTY RIGHTS & RESPONSIBILITIES

6.1 Adjuncts enjoy the same rights and obligations of academic freedom as do all faculty at the University, as provided in the University's Academic Freedom Statement, which may be found at www.lesley.edu/policies and as it may be amended from time to time.

6.2 The Union acknowledges that, like other University employees, Adjuncts are subject to all University policies, as set forth in employee handbooks, faculty handbooks, handbooks or catalogues available for each department, division, program, or school, or on the University website. Such policies may be amended from time to time at the discretion of the University. The parties recognize that if such policies are in conflict with or superseded by this Agreement, the terms of this Agreement shall apply. By way of example, Adjuncts will follow

- A. the University's policy on plagiarism,
- B. the Community Standards of Conduct,
- C. the Discrimination, Harassment, and Sexual Violence Policy, and
- D. other rules and regulations governing students and Adjuncts' work and conduct expectations.

6.3 If there is a standard course syllabus or syllabus requirement, an Adjunct who is teaching the course for the first time at the University shall receive from the Supervisor a copy of the standard course syllabus or syllabus requirement to be used in the course. The syllabus or syllabus requirement shall be provided, at the time the teaching assignment is made or as soon thereafter as is practicable. If the Adjunct believes that the standard course syllabus should be modified, the Adjunct must discuss such proposed changes with the appropriate Supervisor, and the changes are subject to the Supervisor's approval.

6.4 If there is no standard course syllabus, the Adjunct shall provide a new syllabus as soon as practicable to the appropriate Supervisor. The Adjunct's use of the syllabus for the course is subject to the Supervisor's approval.

6.5 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 Adjunct at the time the course is assigned or as soon thereafter as practicable.

6.6 Adjunct teaching shall be guided by course descriptions and syllabi, requirements of each teaching modality, and adherence to academic and professional standards. Adjuncts are responsible for the maintenance of good order and the observance of University policies in the classroom. Adjuncts 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 Adjunct's Supervisor, and evaluate academic and clinical performance fairly and reasonably. Adjuncts shall submit grades and student evaluations and shall provide feedback to student work and responses to student communication, all on a timely basis. Adjuncts should discuss questions or concerns about teaching expectations

and related topics with their Supervisor. Before an Adjunct teaches a course for the first time at the University, the Adjunct's Supervisor shall arrange for a meeting, which need not be in person, to discuss teaching expectations and related topics with the Adjunct.

6.7 Adjuncts shall report promptly to their Supervisor matters that may require academic or non-academic disciplinary action against students under applicable University policies. Adjuncts shall participate or cooperate, as appropriate, in any resulting investigation.

6.8 The University sends important information by email to Adjuncts' University email addresses. All Adjuncts must check their University email accounts on a regular basis and must use their University email accounts for purposes of conducting University business, including all communication with students.

ARTICLE 7

BARGAINING UNIT INFORMATION

7.1 Timelines.

A. The University will provide to the Union a list of all Adjuncts on the following dates: February 1, March 20, May 20, June 15, July 15, September 15, and November 15.

B. Reopener. If the University's academic calendar shifts more than seven (7) days later or earlier from its dates for fiscal year 2019, the University and Union shall negotiate new dates for Section 7.1(A) to ensure they remain practical.

7.2 This list will include the following information:

- A. Name,
- B. Home address,
- C. Phone number(s),
- D. Lesley University email,
- E. Personal email (if known),
- F. Semester first taught at the University, and
- G. All courses taught by the Adjunct during the semester, including

- (1) Course title,
- (2) The dates the course begins and ends,
- (3) Scheduled time and location of the course,
- (4) Division(s) and/or department(s) in which the course is offered,
- (5) Number of credits offered for the course,
- (6) Compensation for the course, and
- (7) Number of students enrolled in each course section.

7.3 The list will also indicate whether any courses or course sections scheduled to be taught by Adjuncts were cancelled. Details about each canceled course shall be provided, including:

- A. Course title,
- B. Division(s) and/or department(s) in which the course would have been offered, and
- C. Reason for cancellation.

ARTICLE 8

GRIEVANCE AND ARBITRATION

8.1 This is the sole and exclusive procedure for the resolution of grievances under this Agreement.

A. **Informal Resolutions.** Wherever possible, informal resolutions to disputes are encouraged. When pursuing the formal grievance process, 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.

B. **Precedent.** In the event an individual Adjunct 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.

8.2 **Formal Grievance Process.** The following steps shall be followed in the processing of grievances:

A. **Step 1.** The Adjunct shall file the grievance with the Adjunct's Department Chair or Program Director within twenty-one (21) calendar days of its occurrence or discovery. If the grievance is not resolved satisfactorily within fourteen (14) calendar days thereafter, the grievance may proceed to Step 2.

B. **Step 2.** If the grievance is not resolved at Step 1, the Adjunct 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 Adjunct's Dean or the Dean's designee within fourteen (14) calendar days of receipt of the Step 1 response, or within seven (7) calendar days of the deadline for the Step 1 response, if none was received. If the grievance is filed within the time limits, the Dean or the Dean's designee shall conduct a meeting within fourteen (14) days of receipt of the grievance for the purpose of attempting to resolve the grievance. If the grievance is not resolved at this meeting, the Dean or the Dean's designee shall respond to the Union in writing within fourteen (14) calendar days of the meeting. If the Dean or the Dean's designee fails to respond within fourteen (14) calendar days of the meeting, the grievance may proceed to Step 3.

C. **Step 3.**

(1) A grievance not resolved at Step 2 may be appealed in writing by the Union to the University's Provost or the Provost's designee within seven (7) calendar days of the conclusion of Step 2. A meeting for the purpose of attempting to resolve the

grievance shall be held at this Step within fourteen (14) days of receipt of the grievance. If the grievance is not resolved at this meeting, the Provost or the Provost's designee shall respond to the Union in writing within fourteen (14) calendar days of the meeting.

- (2) Direct Filing. A grievance may be initiated at Step 3 if
 - (a) The grievance is filed by the Union on behalf of two (2) or more Adjuncts,
 - (b) The grievance involves the discharge of an Adjunct,
 - (c) The grievance is filed against a Dean, or if
 - (d) The parties mutually agree in writing to do so.

D. Arbitration. A grievance not resolved at Step 3 may be appealed to arbitration by the Union by giving written notice to the University within twenty-one (21) calendar days of the Step 3 response (or within twenty-one (21) calendar days of the date the Step 3 response was due, if none is received).

- (1) Selection. The Union and the University shall endeavor to mutually agree to the selection of a single arbitrator. If the Union and the University are unable to reach an agreement on the selection of an arbitrator, the parties shall use the selection procedures of the American Arbitration Association. The decision of the arbitrator shall be final and binding on the parties.

- (2) Cost. The fees and expenses of the arbitrator, and the cost of any hearing transcript, shall be borne equally by the Union and the University.

- (3) Attendance and Substitutes. If an Adjunct must miss a class because the Adjunct is required to attend an arbitration hearing, there will be no loss of compensation from the University for that Adjunct. The Adjunct shall be responsible for either

- (a) creating an assignment that meets the pedagogical needs of the students without requiring their attendance in class, subject to the approval of the Supervisor,
- (b) scheduling a make-up class, or
- (c) arranging, sufficiently in advance of the scheduled class, for a suitable replacement to teach the class who is acceptable to the Department Chair or Program Director. The University shall not be required to incur any expense as a result of a replacement faculty, unless the Arbitrator finds in favor of the Adjunct or the Union. Such replacement approval shall not be unreasonably denied.

8.3 Time Limits. All time limits herein shall exclude the winter break period and other holidays or days (such as weather-related closings) when the University is closed, and may be extended by mutual agreement expressed in writing.

ARTICLE 9

ACCESS TO SERVICES, DEPARTMENTAL SUPPORT

9.1 Supplies. All Adjuncts will be provided the necessary (as determined by the Supervisor and consistent with the Department, Division, Program, or University practice and available resources) supplies, materials, technologies, and other resources before the beginning of the course. These materials, technologies and other resources necessary for teaching the course will be consistent with, but not necessarily identical to, those provided other faculty in the Department, Division, or Program. By way of example, the University will provide access to computers, but will not provide a computer to each Adjunct.

9.2 Logistics. Adjuncts will be oriented into the logistical procedures in their departments and Lesley University that are reasonably necessary to do their jobs, including, but not limited to, online and information technologies and resources, preparing materials for class, how to place book orders, submitting grades, and so forth.

9.3 Policies. Any departmental Mission Statements and/or faculty handbooks, guidelines, or procedures shall be made available in writing (in paper copy, electronically by email, or on the University's website) to the Adjunct before the beginning of the Adjunct's first course, and annually thereafter with updates as available.

9.4 Prior Course Information. The department shall make available to Adjuncts, when possible, pertinent information about the course, subject to the agreement of faculty members who previously taught the same course, including study materials from previous years, previous syllabi, and so forth.

9.5 Reimbursement. If the supplies, materials, and/or software needed to teach a course as set forth in Section 9.1 are unavailable at the University, the Adjunct shall obtain prior written authorization from the Supervisor before incurring any out-of-pocket expense. Such requests will be considered and permitted in a manner consistent with, but not necessarily identical to, other faculty in the Department, Division, or Program. If the Adjunct is authorized in advance by the University to purchase supplies, materials, and/or software for a course, the Adjunct will be reimbursed in accordance with the University's reimbursement policy, upon submission of a receipt or other required documentation of the expense.

9.6 Field Trips and Guest Speakers. All proposed course-related field trips, or any compensation or stipend for a guest speaker, must be approved in writing in advance by the relevant Supervisor, and, if approved, Adjuncts must abide by applicable guidelines and policies relating to such. Related expenses, if approved, are subject to the provisions of Sections 9.1 and 9.5.

9.7 Printing and Copying. Subject to the provisions of Section 9.1, Adjuncts shall have access to printing and photocopying support for courses. This support will be available through

- A. The University's photocopying center,
- B. College or School photocopiers and printers (subject to department or program approval and use of proper budget code that will be provided to the Adjunct), and
- C. Printer, reasonable amounts of paper, and ink and/or toner for the printer in the communal Adjunct office provided by the University. Adjuncts will use electronic and digital resources for their courses as much as possible, to reduce the use of paper.

9.8 Online and Technology Services. Adjuncts shall have access to

- A. a University email address,
- B. free University Wi-Fi access on campus,
- C. the Office of Information Technology for computer, internet, and audio-visual equipment support necessary for courses or other work the Adjunct is performing for the University, and
- D. an online profile on the Lesley University website. This profile shall be offered, and shall be approved, provided
 - (1) the Adjunct submits the necessary text and
 - (2) the Supervisor approves of the text.

9.9 Room Reservation and Use. Adjuncts shall have access to the spaces dedicated to Adjunct Faculty in University Hall and shall have access to other appropriate space (including classrooms) subject to the University's room reservation system to prepare for class and meet with and advise students.

9.10 Libraries. Adjuncts shall have equal access as core faculty to the University's library services, including research databases and online services.

9.11 Orientation, Training, and Professional Development.

- A. Adjuncts are encouraged to participate in University or School-wide orientation and training offered by the University related to employment at the University. The University shall make available training and/or guidance in teaching methods, grading criteria, and curriculum implementation. New Adjuncts are required to participate in at least one orientation session. As a requirement of the position, the University may require that all Adjuncts participate in periodic training on University procedures and policies, curriculum matters, and other topics.
- B. Cost of Attendance for Conferences or Institutes. If an Adjunct attends a University-sponsored conference or institute, any registration fees shall be waived in the same manner that fees are waived for core faculty.
- C. Professional Development. As a requirement of the position, the University may require all Adjuncts or Adjuncts teaching in a particular field or modality to participate in required professional development sessions or tutorials about pedagogical issues or University expectations.

D. Scheduling. Required orientation, trainings, and professional development will be made available in the evenings, on-line or through web-based training, for those who teach after 5pm, on weekends, or who are otherwise unable to attend required orientation, trainings, or professional development during weekdays.

E. Compensation. Adjuncts shall not be compensated for the time spent completing required orientation for new Adjuncts, trainings, and professional development, so long as such requirements do not exceed three (3) hours each semester. Compensation rates for such required time beyond three (3) hours per semester are set forth in Article 15.

9.12 Retention of Services. For Adjuncts who are not teaching in a semester, but who started a teaching assignment within the prior twenty-four (24) month period, access to the services described in Sections 9.8-9.10 will be retained while the Adjuncts are not teaching.

ARTICLE 10

APPOINTMENTS AND ASSIGNMENT OF COURSES

10.1 Eligibility for 2-Year Appointments. Adjuncts shall be eligible to apply for a two (2)-year appointment, subject to the following conditions.

A. Eligibility Criteria. To be eligible, Adjuncts shall either be consistently employed by the University

(1) for at least four (4) consecutive calendar years while teaching at least three (3) units per calendar year (hereafter referred to as "Type A"), or

(2) for at least seven (7) consecutive calendar years while teaching at least two (2) units per calendar year (hereafter referred to as "Type B").

B. Qualifying Courses. All courses, excluding individual field placement and practicum supervision assignments and excluding independent studies, are eligible. This includes courses taught pursuant to a "temporary faculty" appointment.

C. Maintaining Eligibility. In order to maintain eligibility for a two (2)-year appointment, a two (2)-year appointee must teach at least two (2) units per year for Type A or at least one (1) unit per year for Type B, except

(1) In cases of leaves approved in advance by the Dean, including FMLA leave, sick leave, parenting leave or leave taken to pursue scholarship or creative work, and

(2) Provided they have no more than one (1) such approved leave that does not exceed one (1) calendar year. Not teaching during the summer shall not be considered a leave for the purposes of this Section.

E. Application. An Adjunct who wishes to apply for a two (2)-year appointment shall request a Comprehensive Review pursuant to Article 11 no later than October 1 in the year prior to eligibility. Awarding a two (2)-year appointment requires approval of the Dean. Two-year appointments begin on July 1.

F. Multiple Eligibility. An Adjunct who is eligible for both a Type A and a Type B two (2)-year appointment may choose which appointment to apply for when requesting a Comprehensive Review.

10.2 Course Guarantees. Subject to Section 10.3(c), Adjuncts on two (2)-year appointments shall be offered a minimum number of units depending on their Type (A/B) during each year of the two (2)-year appointment period. Nothing in this Agreement shall prohibit the University from offering an Adjunct more courses than the minimum guaranteed in this Section.

A. Type A. Adjuncts shall be guaranteed an offer of at least three (3) units in each year of the two-year appointment period. The two-year appointee and the University (through the Dean) may, by mutual agreement, agree to an offer of six (6) units distributed throughout the two-year appointment period.

B. Type B. Adjuncts shall be guaranteed an offer of at least one (1) unit each year. The two-year appointee and the University (through the Dean) may, by mutual agreement, agree to an offer of two (2) units distributed throughout the two-year appointment period.

10.3 Considerations.

A. Decisions regarding (re)appointing Adjuncts to two (2)-year appointments and offering courses to Adjuncts who have taught for at least four (4) semesters or terms shall be subject to the following considerations (not listed in preferential or particular order):

- (1) The Adjunct's qualifications, including the Adjunct's role in designing the course;
- (2) The Adjunct's length of service at the University;
- (3) The Adjunct's special skills or expertise to contribute to the breadth of offerings at the University;
- (4) The Adjunct's positive contributions to the University's, School's, Department's, Division's, or Program's needs, planning, and activities;
- (5) The Adjunct's teaching performance and evaluations
- (6) The Adjunct's disciplinary record;
- (7) Serious financial considerations that warrant reduction in teaching staff;
- (8) Elimination or downsizing of a School, Department, Division, or Program;
- (9) Reduction in the number of courses or sections offered;
- (10) Other general curriculum and/or course modifications or needs; and
- (11) The hiring of a core faculty member or professional staff member or the reassignment of course work to current core faculty members or professional staff members that has the effect of reducing the need for an Adjunct's services.

B. Decisions based on Sections 10.3(A)(1-6) may not be made in an arbitrary and capricious manner. Decisions based on Sections 10.3(A)(7-11) are at the University's sole discretion and are not subject to the grievance procedure set forth in Article 8.

C. The considerations in Section 10.3(A) shall not be used to deny an Adjunct on a two (2)-year appointment the full number of units guaranteed by Section 10.2, except for those in Sections 10.3(A)(5-11).

D. If the University offers courses to a two (2)-year appointee but the two (2)-year appointee does not agree to teach one (1) or more of the courses, the University is not obligated to offer substitute course(s) to the two (2)-year appointee.

10.4 University Discretion for New Employees. All Adjuncts who do not have two (2)-year appointments or who have not taught for the University for at least four (4) semesters or terms may be given or not given appointments and course assignments at the sole discretion of the University; such decisions are not subject to the grievance procedure set forth in Article 8.

10.5 Maximum Appointment. No Adjunct may teach more than five (5) units (or the equivalent of other instructional and non-instructional work) in any calendar year, except under special circumstances and with the prior written approval of the relevant Dean.

10.6 Course Assignments.

A. Adjunct Preference. Adjuncts may submit to the School, Department, Division, or Program (as appropriate) what courses they would like to teach and may also indicate to their Supervisor their availability to do so as to days of the week and times of the day.

B. Tentative Assignments. The University may discuss tentative assignments with Adjuncts as soon as courses for the fall, spring, or summer are decided upon.

C. Time Limits. The University shall normally offer course assignments in writing to the Adjunct at least two (2) months before the start of a semester, one (1) month before the start of a term, and one (1) month before the start of a practicum supervision.

(1) Reasons for course assignments to be offered outside these normal notification periods include (but are not limited to) changes in assigned Adjunct or core faculty availability or unexpected demand due to enrollment increase.

(2) In any event, course assignments must be offered no later than two (2) weeks before the start of each semester and no later than one (1) week before the start of each term.

(3) Nothing in this Article shall preclude Adjuncts from being offered additional courses within two (2) weeks or one (1) week of the start of each semester or term due to exceptional or unforeseen circumstances.

D. Response Requirement. Adjuncts offered a course assignment for a semester or term shall notify the University of their acceptance of the assignment(s) within seven (7) days of receiving notice of the assignment offer.

10.7 Priority Consideration. In making appointments and assigning courses, the University shall first consider student needs, the operational and pedagogical needs of the University, and the availability of core faculty, prior to appointing Adjuncts or assigning courses or other work to Adjuncts. In addition, the provisions of this Article are subject to the provisions on under-enrolled and cancelled courses set forth in Article 12.

ARTICLE 11

EVALUATIONS

11.1 Student Evaluations. Every Adjunct shall be evaluated by students in each class each semester/term, using University-approved course evaluation processes and forms. Departments, Divisions, and Programs may use different course evaluation forms. Following the end of each semester/term, the Supervisor or designee will review the course evaluations and shall provide timely feedback to

- A. Adjuncts teaching a course for the University for the first time, and
- B. Adjuncts teaching their first or second course for the University;
- C. For all other Adjuncts, the Supervisor shall provide timely feedback if there is evidence of unsatisfactory teaching performance.

11.2 Comprehensive Review. An Adjunct applying for a two (2)-year appointment pursuant to Article 10 shall request a Comprehensive Review in the year before the Adjunct is eligible for such appointment. The Supervisor has overall responsibility for such Comprehensive Review, and the Comprehensive Review is subject to the review and approval of the Dean. This review will include, but is not limited to, the following:

- A. Performance Survey.
 - (1) Review of all student evaluations (or aggregated summaries or ratings), syllabi, and applicable course materials.
 - (2) Observation of teaching.
 - (a) In order to assess teaching effectiveness, the Supervisor or designee will visit the classes of, or view content and communications in online courses, for any Adjunct under review (together, the "classroom observation").
 - (b) The date and time of the classroom observation shall be decided in advance by mutual agreement between the Supervisor or designee and the Adjunct.

(c) The Supervisor or designee shall write a summary of the classroom visit and provide a copy to the Adjunct (and the Supervisor, if the designee conducted the classroom observation). The Supervisor shall meet in person or by phone with the Adjunct in order to review the observations.

(d) The Adjunct may request an additional classroom observation by a different member of the core faculty, and such request shall not be unreasonably denied.

(e) The Adjunct is free to add the Adjunct's own comments about the observation summary.

(f) The Supervisor's summary, as well as any comments by the Adjunct, and all elements of the Adjunct's application, shall become part of the Adjunct's personnel file.

B. The Adjunct will submit a written self-appraisal.

C. The Supervisor may also take into consideration any student commendations and complaints, both written and oral, about an Adjunct's performance.

D. The Supervisor shall write an assessment of the Adjunct's performance addressing any of the relevant criteria for awarding a two (2)-year appointment. The Supervisor's assessment will refer to the Adjunct's performance in relation to course and department/division expectations and best teaching practices. A copy shall be made available to the Adjunct; another copy shall be sent to the Dean responsible for approving the Adjunct's application for a two (2)-year appointment.

E. Comprehensive Review materials shall become part of the Adjunct's personnel file.

11.3 Frequency of Reviews.

A. Review of Course Evaluations. The Supervisor or designee will review student course evaluations with all Adjuncts as set forth in Section 11.1.

B. Classroom Observations. The Supervisor or designee may, in the Supervisor's discretion, conduct a classroom observation, as per the provisions of Section 11.2(A)(2), without needing to wait for a Comprehensive Review.

C. Adjuncts on Two (2)-Year Appointments. Adjuncts on two (2)-year appointments will not be reviewed annually but will undergo a Comprehensive Review to receive each two (2)-year appointment.

D. Adjuncts on Term or Semester Appointments. Adjuncts on term or semester appointments may undergo Comprehensive Reviews at the reasonable discretion of the Adjunct's Supervisor.

11.4 New Adjuncts. It is the expectation of the University that all new Adjuncts will be evaluated during their first year of teaching. This evaluation may not necessarily be a

Comprehensive Review, but may include a classroom observation as per the provisions of Section 11.2(A)(3). Such Adjuncts may submit a written self-evaluation as per Section 11.2(B).

11.5 All evaluations shall be in conformity with department, College/School, and University standards, practices and criteria. Colleges/Schools will meet with Adjuncts to describe each College's/School's criteria for evaluations conducted under the above terms.

ARTICLE 12

TITLES

12.1 Titles.

- A. The title of Adjunct Professor or Adjunct Clinical Professor will be assigned to all Adjuncts when hired.
- B. The title of Lecturer will be assigned to Adjuncts at Step B.
- C. The title of Senior Lecturer will be assigned to Adjuncts at Step C and beyond.
- D. The University may assign a newly hired Adjunct the title of Lecturer or Senior Lecturer at its discretion, without affecting the Adjunct's step level assignment.

ARTICLE 13

DISCIPLINE AND DISCHARGE

13.1 Discipline may include written warnings, unpaid suspensions, or discharge. An Adjunct will not be disciplined or discharged without just cause.

13.2 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 Adjunct must comply.

13.3 Discipline for purposes of this Article shall not include performance reviews and shall not include non-reappointment for teaching or other work in any subsequent semester.

13.4 At the discretion of the University, an Adjunct 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.

13.5 An Adjunct may request that a Union representative be present at any investigatory meeting that the Adjunct 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

OPPORTUNITIES TO FILL CORE FACULTY POSITIONS

14.1 The University shall notify Adjuncts of open core faculty positions by email to the Adjunct's Lesley University email address at the time the opening is announced. The University, in its reasonable discretion, shall have the right to determine the qualifications for the core faculty position and determine whether an applicant meets the qualifications for the position.

14.2 Adjuncts may apply for an open core faculty position and will be given the same good faith consideration as other candidates provided they meet the minimum qualifications of the position.

ARTICLE 15

COMPENSATION

15.1 Step Structure. All Adjuncts shall be assigned to a step based on the criteria defined in this Section.

A. Summer 2018 and Fall 2018. For Summer 2018 and Fall 2018, the following steps shall be in effect:

Step 1	Step 2	Step 3	Step 4
No Terminal Degree		Terminal Degree	
0 – 12 credits	More than 12 credits	0 – 12 credits	More than 12 credits

B. Spring 2019 and Beyond. Starting January 1, 2019, and continuing thereafter, the following steps shall be in effect, based on the number of units an Adjunct has taught at Lesley. In order to progress from one step to the next, an Adjunct must have completed teaching eight (8) units at the previous step. If an Adjunct is teaching multiple courses in a semester, one of which would surpass the threshold for the next step, the Adjunct will progress to the next step in the following semester.

Step	A	B	C	D	E	F
Units Previously Taught (Completed) at Lesley	Fewer than 8	At least 8, but fewer than 16	At least 16, but fewer than 24	At least 24, but fewer than 32	At least 32, but fewer than 40	At least 40

C. Off-Step Adjuncts. Effective January 1, 2019:

(1) Previously grandfathered Adjuncts teaching studio art courses who were previously compensated at Step 4 of Table B in the 2015 CBA (referred to as

"Current Studio Art Adjuncts" in the 2015 CBA) will be placed at the special step rate set forth on Appendix A for teaching studio art courses.

- (2) Previously grandfathered Adjuncts teaching non-studio courses who were previously compensated under Table F of the 2015 CBA (referred to as Current Faculty Emerita/us" in the 2015 CBA) will be placed at the special step rate set forth on Appendix A for teaching non-studio courses.

D. Faculty Emeriti and Former Core Faculty. Effective January 1, 2019, faculty emeriti (other than those noted in section 15.1(C)(2)) and former core faculty teaching units as Adjuncts will be placed at either step E or step F, based on the number of units they have taught as a core faculty member and an Adjunct.

15.2 Compensation Rates.

A. A detailed table of compensation rates is included in this Agreement as Appendix A.

B. Pro Rata. Generally, the compensation rates in this Section are based on a one (1)-unit course. Except as set forth in Section 15.3, Adjuncts teaching courses constituting less or more than one (1) unit shall be paid on a pro rata basis.

C. The Dean of the College or School, or the Dean's designee, may decide to offer a course regardless of the enrollment, in which case the Adjunct shall receive full payment for the course.

D. Effective the first day of the Fall 2018 semester, compensation rates per course and for MFA Visual Arts and Creative Writing shall increase by one percent (1%) over Spring 2018 rates, as per Appendix A.

E. Effective with assignments starting on January 1, 2019, Adjuncts shall earn the following rates:

- (1) Course compensation rates shall be determined by A-F and special step placement, as per Appendix A.

- (2) MFA Visual Arts and Creative Writing. The rates from Fall 2018 shall increase by two percent (2%), as per Appendix A.

F. Annual Adjustments. The rates in Section 15.3(E) shall increase each year of this Agreement on January 1, as follows; see Appendix A for details:

- (1) 2020.

- (a) Steps A-F and MFA Visual Arts and Creative Writing: 2.5%
- (b) Special Step: 1.25%

(2) 2021.

- (a) Steps A-F and MFA Visual Arts and Creative Writing: 2.5%
- (b) Special Step: 1.25%

15.3 Credit Conversions and Exclusions. For purposes of determining step level and compensation, the following conversions and exclusions shall apply:

- A. The following assignments will be considered as one (1)-unit courses:
 - (1) GSASS clinical supervision seminar courses,
 - (2) CLAS and LA+D undergraduate internship and field experience supervision courses, and
 - (3) GSOE practicum and supervision courses.
- B. Notwithstanding Section 15.3(A)(2), CLAS seminar supervision courses in the education division will be considered as a two-thirds ($2/3$) of a unit (.67 units).
- C. Individual field placement, individual practicum supervision assignments, and independent studies will not be included for purposes of determining step level.
- D. CLAS four (4)-credit science labs will be considered as one and one-half (1.5) units.

15.4 Grant Rates. Notwithstanding the other provisions of this Article, Adjuncts who teach courses or perform other work pursuant to government-funded grants that exist as of the date of execution of this Agreement will be compensated at the rates contemplated in connection with those grants.

15.5 Cancellation Fee.

- A. If an Adjunct has a course canceled by the University within three (3) weeks of the start of the semester or within two (2) weeks of the start of the term, the Adjunct member shall receive a course cancellation payment of fifteen percent (15%) of the fee that would have been earned for the semester or term.
- B. Alternatively, the Program/Division Director or Department Chair may invite the Adjunct to work on another project, by mutual agreement, in order to receive the full semester's or term's pay. Such alternate arrangements may also pay more than a full semester's or term's pay, depending on the nature of the project.

15.6 Required Orientation, Training, and Professional Development Rates. Adjuncts who are required to attend orientations, training, or professional development, as per Article 9.11, shall be compensated for their time in excess of three (3) hours per semester. In such cases, they shall earn their adjusted hourly rate for each hour they are required to attend. Adjusted hourly rates shall be

determined by dividing their total compensation for the semester by their hours worked for the semester (according to the formula provided in Article 16.1).

15.7 Travel Compensation. Adjuncts shall continue to receive compensation for travel, in accordance with University travel policies, including but not limited to mileage and tolls.

15.8 Additional Work Assignments. Effective with assignments starting on January 1, 2019, Adjuncts shall receive compensation for additional work as follows:

- A. Independent Studies. An Adjunct shall earn the equivalent of one-sixth (1/6) of the regular per course amount that the Adjunct is paid for a full course at the appropriate step rate for a one (1)-unit course, per student, per semester or term.
- B. Educational Fieldwork Supervision. For both undergraduate and graduate students, Adjuncts shall earn \$800 per supervisee, per semester or term. Adjuncts must make four (4) supervision site visits per supervisee, per semester or term.
- C. Clinical Supervision in GSASS.
 - (1) For Clinical Instructor training on campus, twice per semester, Adjuncts shall earn \$50 per hour.
 - (2) For off-campus expressive therapy site supervision, Adjuncts shall earn \$75 per student, per visit.
- D. Studio Supervision. For print, wood, and ceramics studio supervision, Adjuncts shall earn \$3,000 each semester.
- E. CLAS Honors Student Supplement. Adjuncts shall earn \$100 per honors student, per course enrolled, per semester or term.
- F. Doctoral Committee Service.
 - (1) Adjuncts serving as second or third members of a doctoral committee shall earn \$300 per student upon being assigned to the doctoral committee.
 - (2) Adjuncts serving as second or third members of a doctoral committee shall earn \$300 per student, after the student has submitted the Qualifying Paper or Exam.
 - (3) Adjuncts serving as second or third members of a doctoral committee shall earn \$300 per student, after the student has participated in the defense of the student's dissertation.
- G. MTEL Workshops. Adjuncts serving as MTEL Workshop Leaders shall earn \$150 per workshop hour.

H. LA+D Portfolio Reviews. Adjuncts shall earn \$150 per admissions event.

I. eLIS Online Course Stipend. Subject to the Adjunct's Supervisor's prior approval of the project and subsequent approval of the course revision or development,

(1) Adjuncts shall earn \$3,100 for developing a new online course.

(2) For course revisions, Adjuncts shall earn between \$500 and \$1,500 as agreed between the Adjunct and the University. Adjuncts shall normally earn \$1,500 for course revisions requiring substantial changes to course content. The exact amount for each project shall be determined by mutual agreement between the Adjunct and the Adjunct's Supervisor. Adjuncts shall not be compensated for typical ongoing faculty revisions and updates to course syllabi; syllabus revisions that are substantial changes to course content shall not be considered "typical."

J. Curriculum Development Stipend (Not Online Courses). Subject to the Adjunct's Supervisor's prior approval of the project and subsequent approval of the course revision or development, Adjuncts shall receive the following compensation: For developing a new in-person course, making course revisions, working on a semester-long program redesign, or working on a major curriculum project, Adjuncts shall earn between \$500 and the amount that the Adjunct is paid for teaching a course at the appropriate Step rate for a three (3)-credit course. The exact amount for each project shall be determined by mutual agreement between the Adjunct and the Adjunct's Supervisor. Adjuncts shall not be compensated for typical ongoing faculty revisions and updates to course syllabi; syllabus revisions that are substantial changes to course content shall not be considered "typical."

K. Additional projects not listed here may be offered to an Adjunct, with rates determined through mutual agreement between the Adjunct and the University.

15.9 Implementation of the Spring 2019 and Beyond Step Structure. The Union and University agree to the following provisions:

A. FY18 and FY19 Adjuncts. Adjuncts who have taught at Lesley during fiscal year 2018 or fiscal year 2019, or who will teach at Lesley in Spring 2019, shall be placed into step levels A-F as follows:

(1) Placement by Rate. Effective with assignments starting as of January 1, 2019, Adjuncts shall be placed at the lowest step that matches or exceeds their pay rate prior to implementation, even if the Adjunct has not taught enough units at Lesley to be placed at that step based on the number of units taught. Adjuncts will stay at that step until they have taught the necessary number of units to progress to the next step level.

For example, an Adjunct at Step 2 in Fall 2018 who has taught 15 units would be placed at Step D, because this is the lowest step that matches or exceeds their

previous pay rate. The Adjunct would advance to Step E after the Adjunct had taught 32 units.

(2) Placement by Units. Adjuncts whose total number of units taught at Lesley would place them at a higher step than under Section 15.9(A)(1) shall be placed at the higher step.

(3) Lookback Window. The University shall assign Adjuncts to an A-F step based on units taught at Lesley since July 2009. If any Adjunct can document additional courses taught at Lesley prior to or after July 2009, they may present this documentation to the University by January 7, 2019 and have their step placement adjusted accordingly. The Union and University shall work collaboratively to inform Adjuncts of this window.

B. Other Adjuncts. All other Adjuncts shall be placed at step levels A-F based on units taught at Lesley since July 2009. Any Adjunct hired by the University after January 7, 2019 may, at the time of hire, present documentation of additional courses taught at Lesley prior to or after July 2009 to ensure appropriate step placement.

ARTICLE 16

HEALTH INSURANCE AND OTHER BENEFITS

16.1 Health and Dental Insurance. The University will offer health insurance and dental insurance to any Adjunct who (a) during the prior "Measurement Period" worked an average of 17.5 or more hours per week or (b) is a newly hired employee and is anticipated to work at least an average of 17.5 or more hours per week during the relevant coverage period.

The University's "Measurement Period" is December 1 through November 30. An Adjunct who worked an average of 17.5 hours or more per week during the Measurement Period, subject to calculations of breaks in service, is eligible to participate in the University's health insurance and dental insurance plans in the subsequent calendar year (the "coverage period") while the Adjunct remains an employee of the University. The calculation of hours worked is based on both instructional and non-instructional work. The University also extends health insurance and dental insurance to Adjuncts who taught seven or more Units during the Measurement Period.

The University's contribution percentage toward the health and dental insurance premiums is based on the Adjunct's average hours worked during the Measurement Period. The University's contribution percentages, the available health and dental insurance plans, and the employee coverage categories (e.g., employee only, employee plus dependent, and employee plus family), are set forth on the University's website and are subject to the relevant plan documents.

The calculation of hours worked per week during the Measurement Period is as follows:

A. Standard Classroom and Studio Course Hours.

Course Credit per Term	Schedule Weekly Class/Studio Hours	Non Class/Studio Hours	Additional Hours	Course Hours per Week	Course Hours per Term	Unit Equivalent
3	3	3.75	1	7.75	116.25	LEC 1.0
4	4	5	1	10	150.00	LAB 1.5 LEC 1.33
1.5	3	1.88	1	5.88	88.13	0.75
3	4	3.75	1	8.75	131.25	STU 1.0
3	4.5	3.75	1	9.25	138.75	STU 1.13
3	6	3.75	1	10.75	161.25	STU 1.5

B. Non-Standard Classroom and Studio Course Hours.

- (1) Low-residency MFA and PhD courses: Hours taught during the low-residency period plus additional hours taught per semester of post-residency.
- (2) Independent studies: One-tenth of hours calculated for a standard course.
- (3) Capstone Course: Regardless of the number of credits awarded to students in a capstone course, Adjuncts are credited with 116.25 hours per term or semester. Capstone courses include the GSOE practicum, GSASS clinical supervision, and the MFA studio seminar course.

C. Non-Instructional Hours. Hours worked for assigned non-instructional work are calculated based on hours worked for assignments such as advising, curriculum development, supervision, and portfolio review, as determined by the University.

16.2 Additional Benefits. Adjuncts shall qualify for additional benefits depending on the nature of their employment (Step placement and possession of a two (2)-year appointment).

A. The following additional benefits shall apply to all Adjuncts:

- (1) Sick Leave.
- (2) FMLA.
- (3) Employee Assistance Program.
- (4) Retirement Benefits (elective/voluntary contributions only).
- (5) Transportation Benefits (pre-tax purchases of MBTA/bus/commuter rail passes and Adjunct rates for University parking lots).

B. The following benefits shall apply to all Adjuncts placed at (until January 1, 2019) Step 2 or 4, or (on or after January 1, 2019) Step B or higher:

- (1) Dependent Care Flexible Spending Account.
- (2) Life Insurance (if the Adjunct's minimum compensation from the University is (or is anticipated to be) equal to \$5,000 per year or greater).
- (3) Voluntary Supplemental Life Insurance.

- (4) Voluntary Vision Benefits.
- (5) Voluntary Long-Term Care Insurance.
- (6) Parenting Leave.
- (7) Bereavement Leave.
- (8) Jury/Court Duty Leave.

C. The following benefits shall apply to Adjuncts with two (2)-year appointments:

- (1) Retirement Matching (if the Adjunct contributes at least 3% of compensation to the Plan, the University will match by making a three percent (3%) contribution of the Adjunct's Lesley compensation).
- (2) Tuition Remission for Employees, Spouse, Spousal Equivalents, and Eligible Dependents.
- (3) Tuition Exchange Programs.

16.3 Additional Information. The benefits shall be administered for Adjuncts in the same manner as other employees at the University. Administration of benefits and more information regarding these benefits are subject to and can be found on the University's Human Resources website and in the specific plan documents.

ARTICLE 17

PROFESSIONAL DEVELOPMENT GRANT FUNDS

17.1 Purpose. The University shall maintain a Professional Development Grant Fund through which an Adjunct may apply for funding or reimbursement for professional development opportunities or resources related to the Adjunct's scholarship, artistic or professional practice which will contribute to the improvement of teaching.

17.2 Amounts.

A. Discretionary Grants. Effective July 1, 2018, the University shall contribute thirty thousand dollars (\$30,000.00) each fiscal year for an adjunct professional development grant fund.

B. Diversity Grants. The University shall contribute an additional five thousand dollars (\$5,000) for grant awards for professional development relating to diversity and inclusion relating to teaching. Adjuncts may use diversity grant funds to attend the University's annual Cultural Literacy Curriculum Institute and the annual Summer Academic Technology Institute (or its equivalent), subject to available space in the Institutes.

C. No Rollover. Unused funds in one (1) fiscal year shall not roll over to the next fiscal year for either fund.

17.3 Eligibility. To be eligible for Professional Development funds, an Adjunct must have one (1) year of teaching experience at the University and teach a minimum of two (2) courses during

the year in which the Adjunct applies for Professional Development funds. Each Adjunct may be approved to receive up to five hundred dollars (\$500) per fiscal year or one thousand dollars (\$1,000.00) in any two (2)-fiscal-year period. Awarded diversity grants shall not count toward an Adjunct's eligibility to receive discretionary grants, nor vice versa.

17.4 Application.

A. In order to receive funding, eligible Adjuncts shall submit a request stating the expenses for which they are requesting funding or reimbursement and how the opportunity or resource will enhance pedagogy at the University. For grants used to attend the University's Cultural Literacy Curriculum Institute or the Summer Academic Technology Institute (or its equivalent), confirmation of attendance may be submitted in lieu of an estimate of expenses. Requests for funds shall first be submitted to the Adjunct's Division Director or Department Chair through the Dynamic Forms online system.

C. If the Division Director or Department Chair supports the request, the Division Director or Department Chair shall forward the recommendation for approval through the Dynamic Forms online system.

D. One Union faculty representative will review the approved applications from the Division Directors or Department Chairs through the Dynamic Forms online system. The online system will then forward the application to the Provost's Office, with a copy to the relevant School or College Dean.

E. The Provost's Office shall decide whether to approve or reject the request for funds. Recommendations to the Provost shall not be unreasonably denied.

ARTICLE 18

LABOR-MANAGEMENT COMMITTEE

The University shall meet with a committee appointed by the Union two (2) times in each of the Fall and Spring semesters for purpose of discussing matters necessary to the implementation of this Agreement and of general interest to the Adjuncts and University. These meetings shall not be used for negotiations or to discuss pending grievances. The committee members appointed by the Union shall include at least one (1) representative from each College or School of the University; if a College or School is not represented, the committee may continue its work while the Union searches for an appropriate representative. Additional meetings may be held by mutual agreement. Designated representatives of the Union and the University will propose agenda items two (2) weeks prior to each meeting.

ARTICLE 19

INCLUSION

19.1 University Council. The Adjuncts in each School and College shall elect one (1) Adjunct from such School or College to participate as full members of the University Council.

19.2 Faculty Assembly.

A. Representation. The Adjuncts in each School and College shall designate two (2) Adjuncts from each School or College to participate as non-voting members of the Faculty Assembly.

B. Future Changes. The University acknowledges the 1997 Faculty Governance Policy, and acknowledges that amendments to the Policy, including amendments regarding voting rights in Faculty Assembly, require approval by vote of the Faculty Assembly and by vote of the Board of Trustees. The University supports implementation of this process.

19.3 Meetings and Other Committees.

A. Adjuncts shall be notified and offered the opportunity to voluntarily participate in regular School-wide or College-wide meetings, and department or program meetings with which they are affiliated, except for those parts of the meeting(s) in which personnel matters are discussed.

B. Each School and College shall hold at least one (1) meeting for Adjuncts teaching in that School or College each semester.

ARTICLE 20

PERSONNEL FILES

An Adjunct may review the Adjunct's own personnel file by appointment with the Human Resources Department of the University. Upon the Adjunct's request, the Adjunct will be given a photocopy of any item(s) in such file(s).

ARTICLE 21

PAYDAY

21.1 An Adjunct shall be paid on a monthly basis, in accordance with the University's practice for employees paid on a monthly basis as in effect from time to time, for the teaching and other compensable duties the Adjunct performed, provided the Adjunct has submitted to the University, in a timely fashion in advance of the University's monthly payroll deadline, all documentation or

information necessary for the processing of said payment. Payment shall be made by direct deposit to the Adjunct's bank account.

22.2 Adjuncts shall have access to the ADP Self Service Portal (or any successor or substitute company's website) to obtain an itemized electronic pay stub. The precise payday shall be the same day set for others in the University who are similarly situated.

ARTICLE 22

NO STRIKE AND NO LOCKOUT

22.1 During the term of this Agreement, neither the Union, its officers, agents, or representatives, nor any employee, will in any way, directly or indirectly, authorize, assist, cause, encourage, participate in, ratify, or condone any strike, including any sympathy strike (such as withholding services because of a labor dispute with another union).

22.2 In the event of a strike in violation of Section 22.1, the University may immediately pursue, in any court of competent jurisdiction, whatever remedies are available to it. Any Adjunct engaging in any activity in violation of Section 22.1 may be discharged.

22.3 During the term of this Agreement, the University shall not lock out Adjuncts.

22.4 In the event of a lockout in violation of Section 22.3, the Union may immediately pursue, in any court of competent jurisdiction, whatever remedies are available to it.

ARTICLE 23

SAVINGS CLAUSE

It is hereby declared to be the intention of the parties to this Agreement that the sections, paragraphs, sentences, clauses and phrases of this Agreement are subject to applicable law and are separable. If any part of this Agreement is found to be invalid because of a conflict with applicable law, or otherwise by a court or an arbitrator, such invalidity shall not affect the remaining parts of this Agreement, and the parties shall meet to negotiate a substitute provision.

ARTICLE 24

WAIVER

24.1 No provision of this Agreement will be modified, waived, or discharged unless the modification, waiver, or discharge is agreed to in writing and signed by the parties hereto.

24.2 No waiver by either party hereto of any breach of, or of compliance with, any condition or provision of this Agreement by the other party will be considered a waiver of any other condition or provision or of the same condition or provision at another time.

ARTICLE 25

ENTIRE AGREEMENT; AMENDMENT

25.1 This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and replaces and supersedes all prior agreements or understandings between the parties, including any proposals which may have been submitted by either party.

25.2 No amendments or modifications of this Agreement will be made or deemed to have been made unless in writing and executed by both parties to this Agreement.

[remainder of page intentionally left blank]

ARTICLE 26

TERM OF AGREEMENT

This Agreement shall be in full force and effect from December 13, 2018 to and including June 30, 2021 and thereafter shall continue in effect unless notice of a desire to modify or terminate the Agreement is given by either party to the other, in writing and by certified mail, return receipt requested, at least sixty (60) calendar days prior to the expiration of the Agreement; provided, however, that where neither party gives such sixty (60) calendar day notice of modification or termination prior to the expiration of the Agreement, the Agreement shall continue in effect until terminated or modified following notice by either party to the other, in writing and by certified mail, return receipt requested, of a desire to terminate or modify the Agreement, at least ninety (90) calendar days thereafter.

SERVICE EMPLOYEES
INTERNATIONAL UNION,
CtW Local 509

LESLEY UNIVERSITY

By: 

By: 

Its: President

Its: President

Date: 12/13/18

Date: Dec 12, 2018

SEIU Local 509
293 Boston Post Road West 4th Floor
Marlborough, MA 01752

LESLEY UNIVERSITY

By: 

Its: Provost

Date: 12/12/18

Office of the Provost
29 Everett Street
Cambridge, MA 02138

With a copy to the General Counsel

APPENDIX A

COMPENSATION TABLES

MFA Visual Arts

	Fall 2018	Jan 1, 2019	Jan 1, 2020	Jan 1, 2021
Low residency payment per semester	\$5,680	\$5,794	\$5,939	\$6,087
Per advisee per semester	\$1,136	\$1,159	\$1,188	\$1,218

MFA Creative Writing

	Fall 2018	Jan 1, 2019	Jan 1, 2020	Jan 1, 2021
Per student assigned in low residency semesters 1, 2, and 3	\$2,853	\$2,910	\$2,983	\$3,058
Per student assigned in low residency semester 4	\$2,935	\$2,994	\$3,069	\$3,145
Thesis reader	\$245	\$250	\$257	\$263
Per student assigned per residency	\$291	\$297	\$304	\$312
Additional residency seminar	\$307	\$313	\$321	\$329
Per application writing sample	\$73	\$74	\$76	\$78
Per panel participation in residency	\$113	\$115	\$118	\$121
Genre chair	\$3,030	\$3,091	\$3,168	\$3,247

Fall 2018 Course Rates

	No Terminal Degree		Terminal Degree	
	Step 1 (0-12 credits)	Step 2 (12+ credits)	Step 3 (0-12 credits)	Step 4 (12+ credits)
Non-Studio Course (3-credit)	\$3,996	\$4,468	\$4,265	\$4,810
"Current" Faculty Emeriti	\$5,531			
"Current" studio arts faculty				
3 contact hours (1.5 credits)	\$2,836	\$3,333	\$3,406	\$3,930
4 contact hours (1 unit)	\$3,781	\$4,444	\$4,541	\$5,240
4.5 contact hours (3 credits)	\$4,254	\$5,000	\$5,109	\$5,895
6 contact hours (3 credits)	\$5,672	\$6,666	\$6,811	\$7,860
All other studio arts faculty				
3 contact hours (1.5 credits)	\$2,997	\$3,351	\$3,199	\$3,608
4 contact hours (1 unit)	\$3,996	\$4,468	\$4,265	\$4,810
4.5 contact hours (3 credits)	\$4,496	\$5,027	\$4,799	\$5,411
6 contact hours (3 credits)	\$5,993	\$6,702	\$6,398	\$7,214

January 1, 2019 Course Rates

Step	A	B	C	D	E	F	Special
Non-Studio, 3 credit (1 unit)	\$4,000	\$4,200	\$4,410	\$4,631	\$4,862	\$5,105	\$5,558
Non-Studio, 4 credit (1.33 units)	\$5,333	\$5,600	\$5,880	\$6,174	\$6,483	\$6,807	\$7,411
Non-Studio, CLAS Science Lab, 4 credit (1.5 units)	\$6,000	\$6,300	\$6,615	\$6,946	\$7,293	\$7,658	\$8,337
Studio Arts							
3 contact hour (0.75 units)	\$3,000	\$3,150	\$3,308	\$3,473	\$3,647	\$3,829	\$3,950
4 contact hours (1 unit)	\$4,000	\$4,200	\$4,410	\$4,631	\$4,862	\$5,105	\$5,266
4.5 contact hours (1.125 units)	\$4,500	\$4,725	\$4,961	\$5,209	\$5,470	\$5,743	\$5,925
6 contact hours (1.5 units)	\$6,000	\$6,300	\$6,615	\$6,946	\$7,293	\$7,658	\$7,899

January 1, 2020 Course Rates

Step	A	B	C	D	E	F	Special
Non-Studio, 3 credit (1 unit)	\$4,100	\$4,305	\$4,520	\$4,746	\$4,984	\$5,233	\$5,628
Non-Studio, 4 credit (1.33 units)	\$5,467	\$5,740	\$6,027	\$6,328	\$6,645	\$6,977	\$7,503
Non-Studio, CLAS Science Lab, 4 credit (1.5 units)	\$6,150	\$6,458	\$6,780	\$7,119	\$7,475	\$7,849	\$8,441
Studio Arts							
3 contact hour (0.75 units)	\$3,075	\$3,229	\$3,390	\$3,560	\$3,738	\$3,925	\$3,999
4 contact hours (1 unit)	\$4,100	\$4,305	\$4,520	\$4,746	\$4,984	\$5,233	\$5,332
4.5 contact hours (1.125 units)	\$4,613	\$4,843	\$5,085	\$5,340	\$5,607	\$5,887	\$5,999
6 contact hours (1.5 units)	\$6,150	\$6,458	\$6,780	\$7,119	\$7,475	\$7,849	\$7,998

January 1, 2021 Course Rates

Step	A	B	C	D	E	F	Special
Non-Studio, 3 credit (1 unit)	\$4,203	\$4,413	\$4,633	\$4,865	\$5,108	\$5,364	\$5,698
Non-Studio, 4 credit (1.33 units)	\$5,603	\$5,884	\$6,178	\$6,487	\$6,811	\$7,151	\$7,597
Non-Studio, CLAS Science Lab, 4 credit (1.5 units)	\$6,304	\$6,619	\$6,950	\$7,297	\$7,662	\$8,045	\$8,547
Studio Arts							
3 contact hour (0.75 units)	\$3,152	\$3,309	\$3,475	\$3,649	\$3,831	\$4,023	\$4,049
4 contact hours (1 unit)	\$4,203	\$4,413	\$4,633	\$4,865	\$5,108	\$5,364	\$5,399
4.5 contact hours (1.125 units)	\$4,728	\$4,964	\$5,212	\$5,473	\$5,747	\$6,034	\$6,074
6 contact hours (1.5 units)	\$6,304	\$6,619	\$6,950	\$7,297	\$7,662	\$8,045	\$8,098

APPENDIX B

DEFINITIONS

Adjunct. Any member of the bargaining unit.

Bargaining Unit. Those employees collectively represented by the Union for collective bargaining purposes, as per Article 1 (Recognition and Bargaining Unit Description).

Current Faculty Emeriti. Adjuncts with Emeriti status who taught at Lesley University (on Emeriti status) between July 1, 2013 and June 30, 2015.

Current Studio Adjuncts. Adjuncts who taught a studio art course at Lesley University (on Adjunct status) between July 1, 2013 and June 30, 2015.

Days. Absent any other modifier, this shall be taken to mean calendar days; provided however, if the day in question falls on a weekend or legal holiday, the parties agree that the operative action shall take place on the next business day.

Dean. Absent any other modifier, this shall be taken to refer to the Dean of the Adjunct's employing school.

Fiscal Year. The inclusive period of time between July 1 and June 30; abbreviated as FY.

Grievance. Any dispute concerning the interpretation, application, or claimed violation of a specific term or provision of this Agreement.

Grievant. The party primarily affected by a grievance. This may be an Adjunct, a group of Adjuncts, or the Union.

Personnel File. Documents maintained by the University reflecting an individual's appointment as an employee at this University, revision or termination of such appointment, job-related evaluations or discipline, and the pay and benefits related to such appointment.

Semester. The inclusive period between the first day of classes and the day on which grades are due.

Supervisor. The immediate employment supervisor of the Adjunct. Supervisors may include Program Directors, Division Directors, Department Chairs, or their designees.

Union. The collective bargaining agent for the bargaining unit.

Unit. Either (1) a three-credit non-studio course or (2) a three-credit, four contact-hour studio art course. Units are pro-rated from this standard based on credits, except as noted otherwise in this Agreement; studio art courses are pro-rated based on contact hours.

University. Lesley University.