

**2019-2024 COLLECTIVE BARGAINING AGREEMENT  
SEIU LOCAL 509 & TUFTS UNIVERSITY  
FULL-TIME LECTURERS**

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## **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**

- 1.1 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.
- 1.2 Excluded from the bargaining unit are

- 1.2.A All other employees;
- 1.2.B Tenured and tenure-track faculty;
- 1.2.C Professors of the practice;
- 1.2.D Non-tenure track assistant and associate professors;
- 1.2.E Post-doctoral scholars;
- 1.2.F Research associates;
- 1.2.G Part-time lecturers;
- 1.2.H Deans;
- 1.2.I Provosts;
- 1.2.J Department chairs;
- 1.2.K Maintenance employees;
- 1.2.L Full time-lecturers in Athletics,
- 1.2.M University College,
- 1.2.N Experimental College,
- 1.2.O The School of Engineering,
- 1.2.P The Fletcher School of Law & Diplomacy,
- 1.2.Q Dental School, School of Medicine, Cummings School of Veterinary Medicine, and/or Friedman School of Nutrition Science and Policy;
- 1.2.R Guards;
- 1.2.S Confidential employees;
- 1.2.T 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.)

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

## **ARTICLE 2**

### **MANAGEMENT RIGHTS**

- 2.1 All management functions, rights, and prerogatives, written or unwritten, which have not been expressly modified or restricted by a specific provision of this Agreement, are retained and vested exclusively in the University and may be exercised by the University at its sole discretion. Such management functions, rights, and prerogatives include, but are not limited to, all rights and prerogatives granted by applicable law; the right to generally determine and effect the University's mission, programs, objectives, activities, resources, and priorities; to establish and administer procedures, rules and regulations, and direct and control University operations; to alter, extend or discontinue existing equipment, facilities, and location of operations; to determine or modify the number, qualifications, scheduling, responsibilities, and assignment of employees; to establish, maintain, modify, or enforce standards of performance, conduct, order, and safety; to evaluate, determine the content of evaluations, and determine the processes and criteria by which employees' performance is evaluated; to establish and require employees to

observe University rules and regulations; to discipline or dismiss employees; to establish or modify the academic calendars, including holidays and holiday scheduling; to assign work locations; to schedule hours of work; to recruit, hire, or transfer; to determine all matters relating to employee hiring, retention, and student admissions; to introduce new methods of instruction; to subcontract all or any portion of any operations; and to exercise sole authority on all decisions involving academic matters.

- 2.2 Decisions regarding who is taught, what is taught, how it is taught, and who does the teaching involve academic judgment and shall be made at the sole discretion of the University.
- 2.3 The University, in not exercising any function hereby reserved to it in this Article, or in exercising any such function in a particular way, will not be deemed to have waived its right to exercise such function or preclude the University from exercising the same in some other way.
- 2.4 No action taken by the University with respect to a management or academic right shall be subject to the grievance procedures unless the exercise of such right violated an expressly written provision of this Agreement.

### **ARTICLE 3**

#### **EQUAL EMPLOYMENT OPPORTUNITY AND NONDISCRIMINATION**

- 3.1 It is the policy of the University not to discriminate on the basis of race, color, national or ethnic origin, age, religion, disability, sex, sexual orientation, gender identity and/or expression, genetic information, military or veteran status (special disabled veterans, disabled veterans and Vietnam-era veterans), or any other characteristic protected under applicable federal or state law. It is also a violation of University policy to retaliate against any individual for filing a complaint of discrimination or for cooperating in an investigation of alleged discrimination (protected activity). Unlawful discrimination has no place at the University and offends the University's core values, which include a commitment to equal opportunity and inclusion.
- 3.2 The University also maintains its commitment to affirmative action and a community that is truly integrated, diverse, and inclusive.
- 3.3 The Union acknowledges that, like other University employees, lecturers covered by this Agreement are subject to University policies prohibiting discrimination and harassment, as referenced in this Article.
- 3.4 The University shall not discriminate against any lecturer on the basis of Union membership status or Union activity.

### **ARTICLE 4**

## UNION SECURITY AND DUES DEDUCTION

- 4.1 It shall be a condition of employment that all Faculty members covered by this Agreement who are members of the Union in good standing as of its effective or execution date, whichever is later, shall remain members in good standing, and those who are not members in good standing as of the effective or execution date of this Agreement, whichever is later, shall, on or after the thirtieth (30th) calendar day following the later of the effective or execution date, become and remain members in good standing of the Union, or in lieu of union membership to pay an agency fee. The amount of such agency fee shall be determined by the Union, in accordance with applicable law.
- 4.2 It shall also be a condition of employment that all faculty members covered by this Agreement who are hired on or after its effective or execution date, whichever is later, shall, on or after the **thirtieth (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.
- 4.3 The Union may request that a Faculty member who fails to join the Union, maintain Union membership or pay a representation fee shall be dismissed. If the Union makes such a request, 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.
- 4.4 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.
- 4.5 Each payday, the University shall deduct from a faculty member's wages a sum of dues and/or fees owed the Union and authorized under the federal labor law, provided the faculty member has furnished the University a written assignment executed in accordance with law. The Union will provide to the University a suitable form for the authorization of this payroll deduction and a link to the form from the Union's website. As to new Faculty, the University will include that form in their initial employment packet, or the link to the form on the Union's website, provided the Union has provided the form or link to the form.
- 4.6 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.

- 4.7 Payment of Union dues and/or fees may be made via the check off procedure provided by this Article. It is agreed that the University shall assume no financial or other obligation arising out of the provisions of this Article. The Union hereby agrees that it shall indemnify, defend, and otherwise hold the University harmless against any and all claims, demands, actions or proceedings by a lecturer arising out of or by reason of action the University takes pursuant to this Article.
- 4.8 The Union shall be entitled to have payroll deductions for membership dues from any Union member in the unit who indicates in writing that they wish such deductions to be made.
- 4.9 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.
- 4.10 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.
- 4.11 On or about the fifteenth (15th) of the month following the deductions, monies so deducted by the University shall be transmitted by mail or electronically to the Union Treasurer or other Union designee.

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

- 4.11.A Name and employee I.D. number;
  - 4.11.B Rate of pay and earnings that the dues or representation fee deduction is based on;
  - 4.11.C Month the deduction is based on;
  - 4.11.D Separately listed dues, fees, and COPE deductions; and,
  - 4.11.E If applicable, a reason dues are not deducted.
- 4.12 A faculty member shall be free to revoke their 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.
  - 4.13 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**

- 5.1 Outside representatives of the Union shall have reasonable access to the University's facilities for the transaction of necessary Union business relating to this Agreement so long as normal business and classroom activities are not disrupted or attempted to be disrupted. The Union agrees to comply with all University regulations and policies regarding the use of University facilities, including following proper procedures for reserving meeting rooms.
- 5.2 The Union shall have access to meeting space on campus, subject to the same procedures as other campus organizations.
- 5.3 By October 15 of each year, the Union shall provide 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.
- 5.4 Union representatives shall be given some time by the University at the regular school orientation to address full-time faculty in attendance.
- 5.5 The Union shall be permitted to post notices pertaining to legitimate and appropriate union interests on designated University bulletin boards. The Union shall monitor the bulletin boards and shall promptly remove inappropriate or outdated material. The Union agrees that it will not post materials derogatory to the administration.

## **ARTICLE 6**

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

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

- 6.1.B Each faculty member is entitled to freedom in the classroom in discussing their subject but should be careful not to introduce into the faculty member's teaching controversial matter that has no relation to the subject.
- 6.1.C 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 their utterance. Hence, the faculty member should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others and should make every effort to indicate that they are not an institutional spokesperson.
- 6.2 In the classroom, a faculty member's pedagogy shall be guided by the course description and syllabus, requirements of effective teaching, adherence to academic and professional standards, and encouragement of the spirit of inquiry among students.
- 6.3 Faculty members will follow the University's policy on plagiarism and the student code of conduct and other rules and regulations governing students' and faculty members' work expectations.
- 6.4 No faculty member will be disciplined for following established university policies.
- 6.5 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.
- 6.6 Faculty members may be given opportunities to teach a variety of courses, including elective, required, and core courses.

## **ARTICLE 7**

### **BARGAINING UNIT INFORMATION**

- 7.1 Two (2) weeks prior to the start of the Fall semester of each academic year, the University will provide the Union with the following information regarding bargaining unit members:
  - 7.1.A Name, home address, phone number, University email, personal email (only if reported to Human Resources by the faculty member), employee ID number;
  - 7.1.B Semester first taught at the University;
  - 7.1.C Current appointment end date;
  - 7.1.D Faculty rank;
  - 7.1.E Salary;



The Union agrees to notify the University fourteen (14) days prior to the deadline in Section 7.1.

- 7.2 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

- 8.1 A grievance within the meaning of this Agreement shall be any dispute concerning the interpretation, application, or claimed violation of a specific term or provision of this Agreement.
- 8.2 A prompt and efficient method of settling grievances, as herein defined, is both desirable and necessary. This is the sole and exclusive procedure for the resolution of grievances under this Agreement. Moreover, notwithstanding the availability of the formal procedures of this Article, it is agreed that an informal resolution of any dispute is desirable and encouraged. The parties agree that such informal resolution shall occur, if possible, by direct discussion between the Union and the University.
- 8.2.A **Precedent.** In the event an individual Full-time Lecturer 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.
- 8.3 General Provisions.
- 8.3.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.
- 8.3.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.
- 8.3.C Failure by the Grievant to comply with the time limitations of Step 1 shall preclude any subsequent filing of the grievance.
- 8.3.D All time limits herein may be extended by mutual agreement expressed in writing.

- 8.3.E Unless the parties have agreed in writing to a specific extension of time, any grievance or demand for arbitration that 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.
- 8.3.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.
- 8.3.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.
- 8.4 An aggrieved faculty member or the Union shall present a grievance within twenty-one (21) days after the grievant became aware of, or reasonably could have known about, the action being contested. The grievance must be reduced to writing and must specify the nature of the grievance, the provision(s) of this Agreement at issue, and the relief requested.
- 8.5 If a grievance involves allegations that the University has discriminated on the basis of race, color, national or ethnic origin, age, religion, disability, sex, sexual orientation, gender identity and expression, veteran status (special disabled veterans, disabled veterans and Vietnam-era veterans), or any other class protected under University policy or applicable law, it will be processed through the procedures of the University's Office of Equal Opportunity (OEO). The matter will be investigated, and the University shall make final determination on whether or not discrimination has occurred and take any necessary action. If the Union is dissatisfied with the University's final actions, the Union may take the matter to mediation and arbitration by serving notice in accordance with this Article.
- 8.6 The following steps shall be followed in the processing of grievances:
- 8.6.A **Step 1.** The faculty member shall file the grievance with their Department Chair or their designee. The Chair or their 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 prior to the meeting. The Chair or their 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.
- 8.6.B **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 their designee within fourteen (14) days of receipt of the Step 1 response, or within fourteen (14) days of the deadline for the Step 1 response, if none was received. The Union representative will contact the Dean's office after filing the grievance to schedule a meeting to be held as soon as practicable but no later than fourteen (14) days after the filing. The Dean of Academic Affairs or their designee, plus, at their 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 their designee shall respond to the Union in writing within fourteen (14) days of the meeting. If the Dean of Academic Affairs or their designee fails to respond within fourteen (14) days of the meeting, the grievance may proceed to Step 3.

8.6.C **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 their 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 fourteen (14) days after the filing. The Dean of the School of Arts and Sciences or their designee, plus, at their 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 the School of Arts & Sciences or their designee shall respond to the Union in writing within fourteen (14) days of the meeting.

8.6.D **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.

8.6.E **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 Labor Relations Connection and selection shall be made in accordance with the Voluntary Labor Arbitration Rules of the Labor Relations Connection.

- 8.6.E(1) Arbitration will be conducted in accordance with the Rules of the Labor Relations Connection.
- 8.6.E(2) Each party shall bear the expense of preparing and presenting its own case.
- 8.6.E(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.
- 8.6.E(4) Unless otherwise mutually agreed, each arbitration hearing shall deal with no more than one (1) grievance.
- 8.6.E(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) that are not further abridged by other terms of this Agreement.
- 8.6.E(6) The decision of the Arbitrator shall be final and binding on the parties, although each side retains whatever rights it has under state or federal law to challenge the decision and award.

8.7 If a faculty member must miss a class because they are required to attend an arbitration, there will be no loss of compensation from the University for that faculty member. The faculty member shall be responsible for scheduling a make-up class or arranging, sufficiently in advance of the scheduled class, for a suitable replacement to teach the class who is acceptable to the Department Chair, Program Director, or immediate supervisor. Such replacement approval shall not be unreasonably denied.

8.8 All time limits herein may be extended by mutual agreement expressed in writing. Unless the parties have agreed in writing to a specific extension of time, any grievance or demand for arbitration that 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**

- 9.1 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.
- 9.2 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.
- 9.3 If the faculty member is authorized in advance by the University to purchase supplies, materials, and/or software for a course, they will be promptly reimbursed, upon submission of a receipt or other documentation of the expense.
- 9.4 All proposed course-related field trips must be approved in advance by the relevant department 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, they will be promptly reimbursed, upon submission of a receipt or other documentation of the expense.
- 9.5 Faculty members shall be provided computers and related equipment on the same terms as tenured and tenure-track faculty.
- 9.6 Faculty members shall be provided with individual mailboxes in each department to receive student papers and campus and other mail.
- 9.7 Faculty members shall have access to email and free WiFi at the University for the term of their appointment, and will not lose such access between semesters.
- 9.8 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, their designee, or Coordinator shall meet with affected faculty members to discuss proposed changes and possible alternatives.
- 9.9 Faculty members shall have full access to library services for the term of their appointment, and will not lose such access between semesters.
- 9.10 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

- 10.1 **University Rights on Workload.** 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, (which includes all advising) and service to the department, School, and/or University along with specific expectations delineated in this Article.
- 10.2 **Lecturer Workload.** A Lecturer's workload shall normally consist of eighty percent (80%) teaching/advising and twenty percent (20%) service. During the course of an academic year, the teaching/advising load of a Lecturer will normally be the equivalent of six (6) courses, per year. No Lecturer shall be required to teach more than the equivalent of three (3) courses per semester. Course equivalencies shall be defined in the workload policies created by department/program workload committees and approved by the Deans, in accordance with this Article.
- Lecturers who currently teach fewer than three (3) courses per semester shall not have their teaching assignments increased provided that the Lecturer is working under the Department/program workload policies in effect on the date of this Agreement or provided that the Lecturer is performing any additional service and/or other work in lieu of teaching where that is specified under said workload policy. In addition, Lecturers who previously agreed to a lower teaching load within their Department/Program will not have their teaching assignments increased provided they continue to perform additional service and/or additional work.
- 10.3 **Additional Responsibilities.** In addition to the workload of a Lecturer set under a department/program's workload policy, it is recognized that from time to time, certain Lecturers may also carry other responsibilities that may not be covered by a department/program's workload policy, such as coordinating or directing an academic program or course or certain administrative duties. In such cases, if the workload is sufficiently substantial, taking into account program size and other relevant factors, the Lecturer may receive a reduction of one or more course equivalents, as appropriate, or compensation at the discretion of the Dean. This decision will be made by the Dean of Academic Affairs in consultation with the Lecturer and the department/program chair. A decision not to allow a course equivalency will not be made in an arbitrary or capricious manner.
- 10.4 **Workload Policies and Course Equivalents.** Each department/program with full-time Lecturers has created a workload policy that includes course equivalencies that recognize

the work of faculty in teaching/advising and service and, where appropriate, provide for a course release(s) for such work. Such policies, and revisions to such policies, must be approved by the academic dean before being implemented. These policies, which shall be reviewed at least once every three academic years, may consider a variety of faculty work as course equivalents and, where appropriate, lead to course release(s).

Each department/program workload policy must allow for workload to be counted in increments smaller than one (1) course equivalent. The accumulation of partial course equivalents can be banked for at least two (2) years or longer as defined in each workload policy. These equivalents can be combined in various ways to justify a course release or equivalent. Departments shall maintain their flexibility as to when a faculty member can take their course release and equivalencies. If a Lecturer's course release or equivalency is denied in a given semester, the department or program shall develop a plan which allows the affected Lecturer to take their earned course release or equivalency no later than two (2) semesters after it has been earned. If a department or program is unable to accommodate all earned course releases or equivalencies within its current resources, the department chair or program director shall notify the dean. The dean shall work with the department or program to develop a plan which allows the affected Lecturer(s) to take their earned course releases or equivalencies no later than two (2) semesters after they have been earned.

Each department/program workload policy must define course equivalencies for number of advisees, including pre-major and majors, as well as theses, capstones, and special projects. Any faculty member who believes they have been assigned an unreasonable number of advisees can meet with the appropriate Academic Dean or bring their concern to the Lecturer-University Committee (LUC) or have a Union Rep bring their concern to the Lecturer-University Committee (LUC).

Each department/program workload policy must define faculty activities that are considered a normal workload and define workload that is over and beyond the average load for teaching/advising and service and appropriately adjust course equivalencies.

While workload policies may vary across departments/programs, the following list of options can be considered though it is not meant to be comprehensive. If any of the following items apply to a department, they must be considered. Items not relevant to a department's need do not apply:

10.4.A Labs, artistic events, field work, and other course-specific factors.

10.4.B Exceptional Advising Work.

10.4.C Extraordinary department/program, school, and/or university service such as chairing committees and directing or coordinating programs.

10.4.D Substantial participation in interdisciplinary programs.

- 10.4.E Program and curriculum design, development, and revision such as launching of a new program or undertaking accreditation work.
- 10.4.F New course development or major revision of a current course which is previously requested and/or approved by the department/program.
- 10.4.G Supervision of teaching assistants or other section or lab Leaders.
- 10.4.H Supervision of independent student research such as directing independent studies; directing honors theses; supervising undergraduate and/or graduate student researchers, post-doctoral associates/fellows, and other researchers; chairing masters or doctoral committees.
- 10.4.I More time-intensive courses (such as but not limited to large enrollments, courses taught off-campus or with internship components requiring extra time of faculty members, or assignments with time-consuming grading).
- 10.4.J Evaluations of other faculty, pursuant to terms of the CBA.
- 10.4.K Event organizing if requested and/or approved by department/program.
- 10.4.L Recruitment and marketing if requested and/or approved by the department/program.
- 10.4.M Supervision of students abroad.
- 10.5 Expectations of Lecturers.
- 10.5.A **Teaching/Advising.** Lecturers are expected to teach their assigned courses and attend all classes as scheduled and to advise students as appropriate (see below).
- 10.5.A(1) 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/program policy, such as a requirement to post such syllabi online.
- 10.5.A(2) 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.
- 10.5.A(3) Lecturers will submit grades and other requested information about students in a timely fashion in accordance with University, School and department/program policies.



10.5.A(4) Lecturers are expected to adhere to any University, School or department/program 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.

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

10.5.B **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. Full-time Lecturers may not be excluded from department/program meetings unless none of the agenda items affect Full-time Lecturers.

10.5.C **Other.** Lecturers are also expected to:

10.5.C(1) Hold office hours (at least two (2) per week).

10.5.C(2) Attend commencement exercises of the School of Arts and Sciences. Lecturers are encouraged to attend matriculation exercises of the School.

10.5.C(3) Annually report on their activities according to a schedule set forth by the Academic Deans

10.5.C(4) Respond to accreditation-related requests from the department chairs, program directors or other University personnel in a timely manner.

10.5.C(5) Be familiar with and adhere to the University's *Working with One Another* policy.

10.5.C(6) 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.

10.5.C. (7) Adhere to all other University, School or department policies involving employment and working conditions.

10.6 **Workload Committees.** All departments and programs with full-time Lecturer primary appointments are required to develop workload policies consistent with the guidelines set forth by the Deans and this article. The workload committee in each department will develop a workload policy to be forwarded to the Dean for approval. After workload policies are presented to the Dean for approval, the Dean shall respond with either written approval of the policies or else with feedback to the department for revision of such policies within a reasonable time not to exceed thirty (30) calendar days.

10.6.A Each department/program workload committee shall have a minimum of one (1) Lecturer or be proportionately represented in each department or program workload committee, whichever is greater.

10.6.B Each department/program will notify their Lecturers of the process for selecting workload committee members and of opportunities for joining the committee.

10.6.C The Deans shall make accessible online to all Lecturers the most current approved workload policies for all departments/programs required to submit them, as well as a list of the members of each workload committee. These policies and committee lists will be updated at least once every three (3) years for implementation by September 30 of the fourth (4th) year.

10.6.D All workload committee members will have an opportunity to review and comment on the final draft of the workload policy before it is submitted to the Deans. If the Dean disagrees with a departmental recommended work equivalencies policy they will provide a written explanation for not accepting a department/program recommendation policy within thirty (30) calendar days.

10.6.E The Lecturer-University Committee will review at least once a year matters relating to workload policies and their implementation. Within sixty (60) calendar days of the approval of this contract, the Lecturer-University Committee will review all Department/program workload policies that apply to Full-time Lecturers and that have been approved by the Deans or submitted to Deans for review. If a workload policy is found to be in violation of this Article, it will be brought to the Dean of Academic Affairs attention. If there is a disagreement with the Dean of Academic Affairs, then a grievance shall start at Step 3 of the Grievance Procedure.

Members of the bargaining unit will have the ability to bring concerns about existing workload policies in their department to the Lecturer-University Committee at any time. The Committee will consider these concerns within a reasonable period and report those concerns to the relevant Dean of Academic Affairs responsible for workload. The relevant Dean will review the concerns and, if corrective action is needed, will take such action within sixty (60) days and report

back to the Lecturer- University Committee. This paragraph is not subject to the grievance and arbitration provisions of this Agreement.

10.7 **Voluntariness.** Nothing in this contract precludes a Lecturer from voluntarily taking on more than the required workload if that Lecturer freely chooses to do so.

## ARTICLE 11

### APPOINTMENTS

- 11.1 A Lecturer will initially be appointed for a term of one (1) year and may be appointed in the University's sole discretion for an additional term of one (1) year. In its sole discretion, the University may offer an initial two-year appointment instead of a one-year appointment.
- 11.2 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, or if any of the factors listed in Section 11.9 pertain, 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.
- 11.3 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, or if any of the factors listed in Section 11.9 pertain, 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 two-year appointment will be eligible to be reviewed for a three-year appointment at the end of such one- or two-year appointment.
- 11.4 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, or if any of the factors listed in Section 11.9 pertain, 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 two-year appointment.
- 11.5 **Senior Lecturer.** A Lecturer will initially be eligible to be considered and reviewed for promotion to the rank of Senior Lecturer at the start of their **sixth (6th) year** of full-time bargaining unit service at the University, or any year thereafter.

- 11.5.A Details on the criteria for promotion, application process, and benefits that accompany such promotion are specified in the Promotion Article.
- 11.5.B If the promotion is approved, the Senior Lecturer will be eligible to 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, or if any of the factors listed in Section 11.9 pertain, the Dean may offer less than a five (5) year appointment and will provide the Senior Lecturer a reason in writing for why they are being given less than a five (5) appointment. Student evaluations shall not be the only source of information for defining what is not sufficiently satisfactory. 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.
- 11.5.C If the promotion is denied, and if the Lecturer is otherwise reappointed, they will receive a three (3) year appointment. In limited cases where the faculty member's performance has not been sufficiently satisfactory, or if any of the factors listed in Section 11.9 pertain 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.
- 11.5.D An applicant who receives an adverse decision regarding promotion nonetheless remains eligible for consideration for additional reappointments as a Lecturer and they may be reconsidered for promotion following an additional period of two (2) consecutive years of employment as a bargaining unit Lecturer.
- 11.5.E A Lecturer is not obligated to be considered for promotion. If the Lecturer decides not to be considered for promotion, they will be reviewed for a three (3) year contract in the normal course.
- 11.5.F At the sole discretion of the department and the University, a Lecturer may be put forward for promotion to Senior Lecturer at a point before six years of service has been completed.
- 11.6 **Distinguished Senior Lecturer.** A Senior Lecturer will initially be eligible to be considered for promotion to the rank of Distinguished Senior Lecturer at the start of their sixth (6th) year of service as a Senior Lecturer at the University.
- 11.6.A Details on the criteria for promotion, application process, and benefits that accompany such promotion are specified in the Promotion Article.
- 11.6.B If the promotion is approved, the Distinguished Senior Lecturer will be eligible to receive an appointment for no less than but can be greater than five (5) years and will be eligible to be reappointed for an additional period of no less than but can be

greater than five (5) year appointment periods. In limited cases where the faculty member's performance has not been sufficiently satisfactory, or if any of the factors listed in Section 11.9 pertain, the Dean may offer less than a five (5) year appointment and will provide the Distinguished Senior Lecturer with a reason in writing for why they are being given less than a five (5) appointment. Student evaluations shall not be the only source of information for defining what is not sufficiently satisfactory. A faculty member who is given less than a five (5) appointment will be eligible to be reviewed for a five (5) year appointment at the end of the reduced appointment period. If a Distinguished Senior Lecturer is given less than a five (5) year appointment it shall be no less than three (3) years and they should be given a reason in writing for why they are being given less than a five (5) year contract.

- 11.6.C If the promotion is denied, and if the Senior Lecturer is otherwise reappointed, they will be eligible to receive a five (5) year appointment. In limited cases where the faculty member's performance has not been sufficiently satisfactory, or if any of the factors listed in Section 11.9 pertain, the Dean may offer less than a five (5) year appointment instead of a five (5) year appointment or non-reappointment. A faculty member who is given less than a five (5) year appointment will be eligible to be reviewed for a five (5) year appointment at the end of the reduced appointment period.
- 11.6.D An applicant who receives an adverse decision regarding promotion nonetheless remains eligible for consideration for additional reappointments as a Senior Lecturer and they may be reconsidered for promotion following an additional period of two (2) consecutive years of employment as a bargaining unit Senior Lecturer.
- 11.6.E A Senior Lecturer is not obligated to be considered for promotion to Distinguished Senior Lecturer. If the Senior Lecturer decides not to be considered for promotion, they will be reviewed for a five (5) year contract in the normal course.
- 11.6.F At the sole discretion of the department and the University, a Senior Lecturer may be put forward for promotion to Distinguished Senior Lecturer at a point before six years of service has been completed.
- 11.7 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 or Distinguished Senior Lecturer may grieve such decision under the Grievance and Arbitration Procedures under the standard of whether the University acted unreasonably.
- 11.8 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.

- 11.9 Non-reappointments are not grievable if the decision was based upon:
- 11.9.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;
  - 11.9.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;
  - 11.9.C Serious financial considerations that warrant reduction in teaching staff.
- 11.10 In the event that 11.9 is used by the University, then the University will consider the following prior to deciding which full-time Lecturer will not be reappointed:
- 11.10.A The credentials and qualifications (including sub-specialties and areas of particular expertise) of current Faculty Members compared to other University faculty and other available faculty from outside the University;
  - 11.10.B The teaching experience of current Faculty Members compared to other University faculty and professional staff and other available faculty from outside the University;
  - 11.10.C The evaluations and work performance of the Faculty Members;
  - 11.10.D The availability and preferences expressed by the Faculty Members to the Department Chair/Program Director/Coordinator;
  - 11.10.E The needs of the Department, Program, School and University; and
  - 11.10.F Seniority.
- The Union may request effects bargaining for faculty not reappointed under this section.
- 11.11 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. Professional Development Leave does not affect years of service since it's an academic leave.
- 11.12 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 their last year or two (2) years of employment. The lecturer may work full-time for one semester of each one of those years or half-time over the course of the full academic years. 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 years of employment but will retain full benefits. However, pension contributions by the University will be based on actual salary.

## ARTICLE 12

### EVALUATION

- 12.1 The School shall conduct an evaluation of each full-time lecturer prior to any decision on reappointment or non-reappointment.
- 12.2 The evaluation of a full-time bargaining unit lecturer shall be conducted as follows:
- 12.2.A The tenured faculty members and Senior/Distinguished 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 with such knowledge from another department or program on the review committee.
- 12.2.B The faculty may consider materials and factors that bear on the lecturer's performance, including but not limited to the following:
- 12.2.B(1) The lecturer's curriculum vitae;
  - 12.2.B(2) A list of courses taught by the lecturer and enrollments for those courses;
  - 12.2.B(3) Student evaluations, including both numerical scores and written comments on those student evaluations;
  - 12.2.B(4) The lecturer's self-evaluation, if provided;
  - 12.2.B(5) Classroom observations;
  - 12.2.B(6) Any available information on teaching or advising performance;
  - 12.2.B(7) The record of the lecturer's performance in carrying out service, including leadership, obligations to the department and School;
  - 12.2.B(8) Student feedback, both written and oral, about the faculty member's performance;
  - 12.2.B(9) Syllabi and applicable course materials; and

12.2.B(10) Assessment methods.

12.2.C Classroom observations, if any, shall be conducted by the department chair, program director or tenure or tenure-track faculty members during the evaluation process in the following manner:

12.2.C(1) The Lecturer may request a classroom observation as part of the evaluation and such requests shall not be unreasonably denied.

12.2.C(2) 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.

12.2.C(3) 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.

12.2.C(4) The faculty member is free to add their 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.

12.2.C(5) The faculty member may request an additional classroom observation by a different member of the faculty and such request shall not be unreasonably denied.

12.2.D The department chair or program director will send the Academic Dean a report, signed by all of the faculty members who voted, conveying the recommendation and detailing the discussion.

12.2.D(1) 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.

12.2.D(2) 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 their second year of service and by April 15 for a lecturer in their third year or more of service.

12.2.D(3) The lecturer shall receive a copy of the report and they 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 their final decision.



- 12.2.E 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.
- 12.2.F. The Academic Dean shall make the final decision as to whether to reappoint 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.
- 12.2.G 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.
- 12.2.H In the case of reappointment, the Academic Dean will notify the lecturer of their 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 their decision in accordance with the notice dates provided in this Article.
- 12.3 In the event of a non-reappointment, a lecturer must be given written notice in accordance with the following:
- 12.3.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.
- 12.3.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.
- 12.3.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.
- 12.3.D 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 re-appointing 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

- 13.1 Discipline may include written warnings, unpaid suspensions, or discharge. A faculty member will not be disciplined, suspended, or discharged without just cause.
- 13.2 Discharge for purposes of this Agreement shall mean the termination of a faculty member's appointment prior to the expiration of that appointment. Discharge does not include the non-reappointment of a faculty member nor does it mean the failure to offer an appointment to a faculty member.
- 13.3 It is understood that the University, in addition to issuing disciplinary action, may also include with such discipline reasonable remedial measures, when appropriate, with which the faculty member must comply, provided the remedial measures are rehabilitative rather than punitive.
- 13.4 Discipline for purposes of this Article shall not include performance reviews.
- 13.5 At the discretion of the Dean of the School, a faculty member may be placed on paid administrative leave to permit the University to investigate potential or alleged misconduct that may result in discipline. Being placed on paid administrative leave is not itself a disciplinary action.
- 13.6 A faculty member may request that a Union representative be present at any investigatory meeting that the faculty member reasonably believes may lead to discipline and/or at a meeting where discipline is to be administered. Such requests shall not unreasonably be denied.

## ARTICLE 14

### PROMOTION

- 14.1 **General Promotion Background.** Lecturers are eligible to apply for or be recommended by the Department Chair or Program Director for promotion to Senior Lecturer beginning in their sixth year of bargaining unit service for an effective date of September 1 of the subsequent academic year. Senior Lecturers are eligible to apply or be recommended by the Department Chair or Program Director for promotion to Distinguished Senior Lecturer beginning in their sixth year of bargaining unit service as a Senior Lecturer for an effective date of September 1 of the subsequent academic year. The University reserves the right to hire a new faculty member with any rank above 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.

- 14.2 **Mentorship Prior to Evaluation.** Prior to being evaluated for promotion, all Lecturers and Senior Lecturers may request formal mentoring that is regular or sporadic from their colleagues and/or from pedagogical experts, such as trained individuals at Center for the Enhancement of Learning and Teaching (CELT). The purpose of this mentoring would be to improve one's pedagogy, and is a learning opportunity for the Lecturer or Senior Lecturer who decides to take part. It is in no way required, and faculty who do not seek out mentoring are not penalized for this when being evaluated for promotion. However, all faculty who request mentoring will have the opportunity to be matched with a mentor to identify strengths and weaknesses and to seek opportunities for improvement over time.
- 14.3 The criteria for promotion to Senior Lecturer or Distinguished Senior Lecturer will be as follows:
- 14.3.A **Teaching:** Full-time lecturers who apply for promotion to Senior Lecturer or full-time Senior Lecturers who apply for promotion to Distinguished Senior Lecturer should have demonstrated excellence in teaching. Teaching captures classroom teaching, fieldwork, internships, independent studies and theses and academic advising.
- Examples of evidence of excellence in teaching may include but not limited to include reports on classroom observations over the last 5 years, syllabi over the last 5 years, course evaluations over the last 5 years, student thesis materials (graduate and undergraduate), teaching awards, and other materials normally considered in the evaluation of teaching performance, or that the Lecturer/Senior Lecturer wishes to provide. The common timeframe over which the materials are collected is the prior 5 years, but lecturers can include materials from a longer period if they wish.
- 14.3.B **Advising:** Full-time lecturers who apply for promotion to Senior Lecturer or full-time Senior Lecturers who apply for promotion to Distinguished Senior Lecturer should have demonstrated excellence in advising and/or supervising students on master's theses, special projects, or internships.
- Department(s)/program(s) with a dedicated Advising Director and departments/programs that do not have major advisees should not use the lack of advisees against a Lecturer when they are evaluated for promotion.
- 14.3.C **Service:** Full-time lecturers who apply for promotion to Senior Lecturer or full-time Senior Lecturers who apply for promotion to Distinguished Senior Lecturer should have demonstrated excellence in their service to their department/program, and to either their School or the University.

Examples of excellence in service to the department/program, or school and/or university may include but are not limited to: chairing a department or school committee, or directing or coordinating a program, or membership and active participation in school or University committees, or active participation in program or ~~and~~ department affairs, or within the Lecturer's discipline, or through active civic engagement.

14.4 The procedures for the evaluation of a Lecturer for promotion to Senior Lecturer or a Senior Lecturer for promotion to Distinguished Senior Lecturer will be as follows:

14.4.A The Lecturer or Senior Lecturer shall notify their department chair in writing no later than September 1 of the academic year that they wish 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.

14.4.B **Application materials.** The full-time Lecturer or Senior 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.

- 14.4.B(1) An application letter in which the faculty member carries out a self-evaluation and argument in support of their candidacy for promotion
- 14.4.B(2) CV—including information related to teaching, advising and service, as detailed in the criteria above
- 14.4.B(3) Teaching statement/philosophy
- 14.4.B(4) Syllabi for courses taught in the past five (5) years
- 14.4.B(5) Any other supplementary materials that can provide evidence of excellence in teaching, advising, and service.
- 14.4.B(6) 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.

14.4.C The department chair or program director will also prepare a dossier that includes the following:

- 14.4.C(1) A list of courses taught and enrollments versus enrollment caps in these courses in the past five (5) years.

- 14.4.C(2) A numerical summary of student course evaluations in the past five (5) years.
- 14.4.C(3) A summary of written comments on student course evaluations in the past five (5) years.
- 14.4.C(4) Student feedback, both written and oral, about the faculty member's performance in the past five (5) years.
- 14.4.C(5) Syllabi and applicable course materials for the past five (5) years if not already provided by the applicant.
- 14.4.C(6) Assessment methods.
- 14.4.C(7) Reports on classroom observations, if any, conducted by the department or program in the past five (5) years.
- 14.4.C(8) Any available information on advising performance.
- 14.4.C(9) The record of the lecturer's performance in carrying out service obligations to the department/program and to either their School or the University.
- 14.4.C(10) Other professional activities that support the lecturer's teaching and service.
- 14.4.C(11) 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, as well as to faculty identified by the candidate as being relevant experts. Letter writers will be asked to assess the candidate's eligibility for promotion to Senior Lecturer or Distinguished Senior Lecturer; to speak to the faculty member's teaching 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.
- 14.4.C(12) 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.

14.4.D The chair or program director will create an *ad hoc* committee composed of at least two (2) tenured faculty members, and at least two (2) Senior Lecturers and/or

Distinguished Senior Lecturers. One of the members shall be from outside the department or program, but from within the School. However, the *ad hoc* committee can be changed by mutual agreement between the University and the union. In departments/programs with one (1) or no tenured faculty or Senior/Distinguished Senior Lecturer, tenured faculty or Senior/Distinguished Senior Lecturer for promotion committees for aspiring Senior Lecturers and Distinguished Senior Lecturers will be solicited from departments/programs in which the candidates have affiliations or where their courses are cross-listed or where faculty have relevant expertise. Under this provision, any of the committee members could be from another department/program if necessary. If the candidate holds a secondary appointment in another unit, the additional member of the committee may be selected from this secondary unit. The department chair or program director will provide the dossier to the committee members before they meet. The committee will meet to review the application materials. The committee will make a recommendation to the department or program no later than **March 15** of the academic year in which the review takes place.

- 14.4.E All tenured faculty, Senior Lecturers and Distinguished Senior Lecturers within the department or program will have access to the materials listed above before they meet. 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 **March 31**.
- 14.4.F The department chair or program director will also review the materials and make a recommendation. The chair or director will send their 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 **April 15**. In this recommendation, the chair or director will assess the candidate's eligibility for promotion to Senior Lecturer or Distinguished Senior Lecturer; speak to the faculty member's teaching, advising, and service; and make a recommendation
- 14.4.G The Academic Dean will also review the materials and make a recommendation. The Academic Dean will send their 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.
- 14.4.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 their decision. The candidate will be notified no later than **May 15**. The Lecturer will be told the length of their contract in the notification letter and 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/program director, or Academic Dean.

**14.5 Implementation for Distinguished Senior Lecturers.**

14.5.A Senior Lecturers with **eight (8) or more years** of full-time service at the University as a Senior Lecturer as of the date of ratification of this Agreement may apply for promotion to Distinguished Senior Lecturer during 2019-20 academic year or any subsequent year. Successful applicants who apply in the 2019-20 academic year will receive the promotion effective with the 2020-21 academic year.

14.5.B Senior Lecturers with **less than eight (8) years** of full-time service at the University as a Senior Lecturer as of the date of ratification of this Agreement may apply for promotion to Distinguished Senior Lecturer during the 2020-21 academic year or any subsequent year. Any other Senior Lecturer who becomes eligible in 2020-21 under the terms of this Agreement may also apply at that time. Successful applicants who apply in the 2020-21 academic year will receive the promotion effective with the 2021-22 academic year.

**14.6 Benefits of Senior Lecturer and Distinguished Senior Lecturer Status.** A Senior Lecturer and a Distinguished Senior Lecturer will also be entitled to the following benefits:

14.6.A A Senior Lecturer will receive a one-time addition to base salary of \$3750 to their 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**). The first such \$3750 increase shall apply to those who are promoted effective with the 2020-21 academic year. This amount will be applied following whatever the Senior Lecturer receives for a salary increase through any other salary increase mechanism. A Distinguished Senior Lecturer will receive a one-time addition of \$4250 to their base pay effective on **September 1** of the subsequent fiscal year (e.g. decision to promote in May, then the pay increase is September 1). The first such \$4250 increase shall apply to those who are promoted effective with the 2020-21 academic year. This amount will be applied following whatever the Distinguished Senior Lecturer receives for a salary increase through any other salary mechanism.

14.6.B A Senior Lecturer or Distinguished 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 their professional development opportunities related to their teaching, artistic, or professional practice. Such funds cannot roll over from one fiscal year to the next. The Senior or Distinguished Senior Lecturer may also apply for additional funds from the Professional Development Pool established in Article 17.

14.6.C A Senior Lecturer or Distinguished Senior Lecturer is eligible to compete for one of the four (4) professional development leaves that will be offered to Senior Lecturers/Distinguished Senior Lecturers in each year of this Agreement.

**14.6.D Professional development leaves: Procedures, rights and obligations.**

- 14.6.D(1) There will be **four (4)** such leaves for each year of this Agreement. Assuming qualified applicants, the leaves can be taken in either semester of the academic year.
- 14.6.D(2) The Dean of the School will call for applications each Fall for leaves to be taken in the following academic year. Applications shall be submitted by the applicant to the department chair/program director and shared with the Faculty Affairs Office following instructions sent every year. The Academic Deans will make decisions on such applications.
- 14.6.D(3) Leaves shall be for one semester and a Senior Lecturer/Distinguished Senior Lecturer can apply for either the fall or spring semester.
- 14.6.D(4) The leaves are designed to improve pedagogy broadly defined to include activities that improve content, delivery, and currency of courses taught.
- 14.6.D(5) During the leave, no teaching shall be required. The Senior Lecturer, or Distinguished Senior Lecturer, at their 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 or Distinguished Senior Lecturer chooses to continue with such committee work voluntarily.
- 14.6.D(6) The Senior Lecturer or Distinguished Senior Lecturer on such leave shall not take on any full-time employment elsewhere during the leave.
- 14.6.D(7) The Senior Lecturer or Distinguished Senior Lecturer who is awarded such a leave has the responsibility to return to the University and submit a complete report of their activity during the leave by **September 1** of the subsequent academic year.
- 14.6.D(8) Senior Lecturers or Distinguished Senior Lecturer who are awarded a semester leave can apply for another leave starting in their sixth year of service after their last leave (e.g., leave in 2019-2020, they can apply for a leave in 2025-2026 for a leave in 2026-2027).



- 14.7 Any Senior Lecturer or Distinguished 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

#### 15.1 Salary increases for FY 20.

15.1.A All bargaining unit members who were employed by the School on **March 1, 2019** and who are still employed by the School on **September 1, 2019** shall receive increases in accordance with the University's Annual Merit Review Program for FY 20. Salary increases will be variable depending on the faculty member's performance over the previous year and decisions regarding such distributions are not grievable.

15.1.B Following the distribution of FY 20 across-the-board increases and Excellence and Equity Pool, Lecturers who make below the new starting salary of \$60,000 for FY 20 shall be moved to \$60,000.

15.1.C In addition, the School will continue to fund the Excellence and Equity Pool of **\$75,000** for FY 20 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 three lecturers and three 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.

Nothing in this Article requires that all faculty receive the same amount of money from this Pool.

Information about the Excellence and Equity decisions reached will be broken out in the salary letter received by each faculty member. For example, a faculty member would be notified that they have received "A \$1,500 increase on their salary based on the Excellence and Equity Pool, which is separate from and in addition to their annual merit raise."

#### 15.2 Salary increases for FY 21.

15.2.A All bargaining unit members who were employed by the School on **March 1, 2020** and who are still employed by the School on **September 1, 2020** shall receive increases in accordance with the University's Annual Merit Review Program for FY 21. Salary increases will be variable depending on the faculty member's performance over the previous year but no lower than 2.5% and decisions regarding such distributions are not grievable.

15.2.B In addition, the School will continue to fund the Excellence and Equity Pool of **\$78,000** for FY 21 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 three lecturers and three 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.

Nothing in this Article requires that all faculty receive the same amount of money from this Pool.

Information about the Excellence and Equity decisions reached will be broken out in the salary letter received by each faculty member. For *example*, a faculty member would be notified that they have received "A \$1,500 increase on their salary based on the Excellence and Equity Pool, which is separate from and in addition to their annual merit raise."

### 15.3 **Salary increases for FY 22.**

15.3.A All bargaining unit members who were employed by the School on **March 1, 2021** and who are still employed by the School on **September 1, 2021** shall receive increases in accordance with the University's Annual Merit Review Program for FY 22. Salary increases will be variable depending on the faculty member's performance over the previous year but no lower than 2.5% and decisions regarding such distributions are not grievable.

15.3.B In addition, the School will continue to fund the Excellence and Equity Pool of **\$81,000** for FY 22 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 three lecturers and three 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.

Nothing in this Article requires that all faculty receive the same amount of money from this Pool.

Information about the Excellence and Equity decisions reached will be broken out in the salary letter received by each faculty member. For *example*, a faculty member would be notified that they have received "A \$1,500 increase on their salary based on the Excellence and Equity Pool, which is separate from and in addition to their annual merit raise."

### 15.4 **Salary increases for FY 23.**

15.4.A All bargaining unit members who were employed by the School on **March 1, 2022** and who are still employed by the School on **September 1, 2022** shall receive increases in accordance with the University's Annual Merit Review Program for FY 23. Salary increases will be variable depending on the faculty member's performance over the previous year but no lower than 2.5% and decisions regarding such distributions are not grievable.

15.4.B In addition, the School will continue to fund the Excellence and Equity Pool of **\$84,000** for FY 23 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 three lecturers and three 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.

Nothing in this Article requires that all faculty receive the same amount of money from this Pool.

Information about the Excellence and Equity decisions reached will be broken out in the salary letter received by each faculty member. For *example*, a faculty member would be notified that they have received "A \$1,500 increase on their salary based on the Excellence and Equity Pool, which is separate from and in addition to their annual merit raise."

#### 15.5 **Salary increases for FY 24.**

15.3.A All bargaining unit members who were employed by the School on **March 1, 2023** and who are still employed by the School on **September 1, 2023** shall receive increases in accordance with the University's Annual Merit Review Program for FY 24. Salary increases will be variable depending on the faculty member's performance over the previous year but no lower than 2.5% and decisions regarding such distributions are not grievable.

15.3.B In addition, the School will continue to fund the Excellence and Equity Pool of **\$87,000** for FY 24 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 three lecturers and three 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.

Nothing in this Article requires that all faculty receive the same amount of money from this Pool.

Information about the Excellence and Equity decisions reached will be broken out in the salary letter received by each faculty member. For *example*, a faculty member would be notified that they have received "A \$1,500 increase on their salary based on the Excellence and Equity Pool, which is separate from and in addition to their annual merit raise."

- 15.6 Starting in FY 21, in limited cases, the Dean may decide to provide a lecturer with an increase less than the standard 2.5%. This shall not be the norm and will be limited to cases where there have been disciplinary actions and/or documented performance issues during the prior year that warrants such a reduction from 2.5%. In such cases, the Dean will first notify the lecturer and the Union and provide a letter that both articulates the reasoning behind the decision and shall also identify steps the lecturer could take to improve their performance and avoid a repeat occurrence in the future. The lecturer, with or without their Union representative, can meet with the Dean to discuss the decision. However, the decision shall not be grievable.

As per school policies, any full-time faculty member who does not report their activities by April 20 in any given academic year through a Faculty Information Form shall not receive a merit raise. However, once they turn in their Faculty Information Form (FIF) and if turned in before merit decisions are made for any given fiscal year, they shall receive the merit raise.

15.7 **Minimum Salaries.**

15.7.A Any new lecturer hired for FY 20 will be paid a minimum annual salary of \$60,000.

15.7.B Any new lecturer hired for FY 21 will be paid a minimum salary annual of \$61,000.

15.7.C Any new lecturer hired for FY 22 will be paid a minimum annual salary of \$62,000.

15.7.D Any new lecturer hired for FY 23 will be paid a minimum annual salary of \$63,000.

15.7.E Any new lecturer hired for FY 24 will be paid a minimum annual salary of \$64,000.

15.8 **Promotions.**

15.8.A Any Lecturer who is promoted to the rank of Senior Lecturer will receive \$3750 increase to their base pay effective on **September 1** of the subsequent fiscal year (e.g. decision to promote in May, then the pay increase is September 1). The first such \$3750 increase shall apply to those who are promoted effective with the 2020-21 academic year. This amount will be applied following whatever the Senior

Lecturer receives for a salary increase through any other salary increase mechanism.

15.8.B Any Senior Lecturer who subsequently is promoted to the rank of Distinguished Senior Lecturer will receive a \$4250 increase to their base pay effective on **September 1** of the subsequent fiscal year (e.g. decision to promote in May, then the pay increase is September 1). The first such \$4250 increase shall apply to those who are promoted effective with the 2020-21 academic year. This amount will be applied following whatever the Distinguished Senior Lecturer receives for a salary increase through any other salary increase mechanism.

## **ARTICLE 16**

### **BENEFITS**

16.1 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 which include, but are not limited to:

16.1.A Health insurance

16.1.B Basic Life Insurance

16.1.C Long Term Disability

16.1.D 401(a) Basic Retirement Plan

16.1.E 403(b) Voluntary Retirement Plan

16.1.F Tuition Remission Plan

16.1.G Flexible Spending Accounts for Health Care and Dependent Care

16.2 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.

16.3 The current relevant policy sections related to paid and unpaid leave of absence(s) for full-time, non-tenured faculty members are attached as Appendix A and are incorporated herein by reference.

16.4 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

- 17.1 The University shall create a Professional Development Fund through which a lecturer may apply for reimbursement for professional development opportunities or resources related to their scholarship, artistic or professional practice which will contribute to the improvement of teaching.
- 17.2 The University shall contribute **fifteen thousand dollars (\$15,000.00)** each semester to such a fund beginning on **July 1, 2019**.
- 17.3 Funds not used 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.
- 17.4 In order to receive funding, the eligible faculty member shall submit a request stating the expenses for which they are requesting reimbursement and indicate how the opportunity or resource will enhance their pedagogy.
- 17.5 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.
- 17.6 Each Faculty Member may be approved to receive up to **one thousand three hundred dollars (\$1,300)** in a two (2)-fiscal-year period. At the end of the first year of a given two (2)-fiscal-year period, any amount below this two (2)-year cap that remains unused by a Faculty Member will roll over into the next fiscal year.
- 17.7 Denial of a request for professional development funds shall not be grievable.
- 17.8 Senior/Distinguished Senior Lecturers are entitled to additional professional development money consistent with the provisions of the Promotion Article.

## ARTICLE 18

### LECTURER-UNIVERSITY COMMITTEE

- 18.1 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**

- 19.1 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.

- 19.2 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**

- 20.1 A Faculty member shall be paid on a timely basis, in accordance with the University's normal business operations, for the teaching and other compensable duties they performed, provided the Faculty member has submitted to the University, in a timely fashion, all documentation or information necessary for the processing of said payment.
- 20.2 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.

- 20.3 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**

- 21.1 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.
- 21.2 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.
- 21.3 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.
- 21.4 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**

- 22.1 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.



## ARTICLE 23

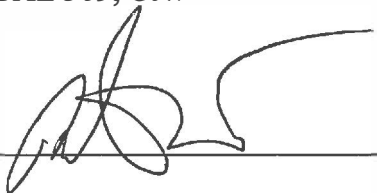
### DURATION OF AGREEMENT

This Agreement shall be in full force and effect from the date of ratification to **June 30, 2024**. 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, 2024**, unless renewed or extended by mutual written agreement signed by the parties.

If notice of termination is given as provided for, negotiations of a new Agreement shall begin within **thirty (30)** calendar days of the receipt of such notice.

Tentative Agreement reached **August 12, 2019**.

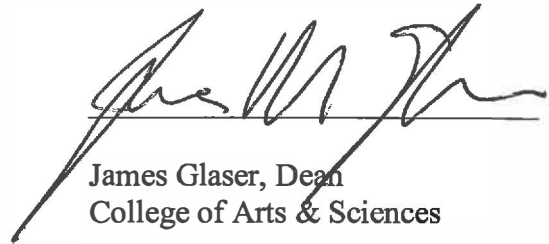
FOR SERVICE EMPLOYEES  
INTERNATIONAL UNION,  
LOCAL 509, CtW



Peter MacKinnon, President  
SEIU Local 509

3/5/2020  
Date

FOR TUFTS UNIVERSITY



James Glaser, Dean  
College of Arts & Sciences

3/11/20  
Date

APPENDIX A: LEAVE CHART

|   | A                    | B                                | C                        | D   | E   | F  | G   | H  | I  | J                              |
|---|----------------------|----------------------------------|--------------------------|---|---|--|---|--|--|--------------------------------|
|   | <u>Tenure Status</u> | <u>Current Employment Status</u> | <u>Length of Service</u> | <u>Paid Sick Time</u>   | <u>Parental Leave</u> (Maternity, Paternity, Adoption, Foster Care Placement)   | <u>Family Illness Leave</u>  | <u>Medical Leave</u>  | <u>Military (Qualified Exigency Leave or Military Caregiver Leave)</u> | <u>Jury Duty</u>                             | <u>Personal Leave</u>          |
| 1 | Nontenure-track      | Full-time (Benefits eligible)    | < 1 Year                 | Up to six (6) months. Sick time used is replenished based on a rolling calendar year (one year from the time used).       | Tufts provides up to eight (8) weeks paid parental leave (using available paid sick time). Depending on the timing of the leave and as appropriate, the faculty member's duties may be adjusted to accommodate curricular and departmental needs during the semester(s) in which the leave occurs. For information on the adjustment of faculty duties, see <i>Adjustment of Faculty Duties</i> . Note: the Family and Medical Leave Act (FMLA) does not apply to the first year of employment. Parental leave may be taken intermittently or continuously within the first 12 months from the time of birth, adoption, or placement. | Tufts provides up to six (6) weeks of paid family illness leave. Available paid sick time will be applied toward the leave, otherwise the leave would be unpaid. A faculty member is eligible to take family illness leave intermittently or on a reduced-work schedule. The total leave should be equivalent to the amount of time allowed for a full-time family illness leave (6 weeks paid). The faculty member's department chair and dean should be consulted about, and should approve, the timing and scheduling of the leave. Depending on the timing of the leave, the faculty member's duties may be adjusted to accommodate curricular and departmental needs during the semester(s) in which the leave occurs. For information on the adjustment of faculty duties, see <i>Definitions of Terms</i> . Note: the Family and Medical Leave Act (FMLA) does not apply to the first year of employment.   | Tufts provides up to six (6) months of paid medical leave (per rolling calendar year). Available paid sick time will be applied toward the leave, otherwise the leave would be unpaid. A faculty member is eligible to take medical leave intermittently or on a reduced-work schedule. The total leave should be equivalent to the amount of time allowed for a full-time medical leave (6 months). The faculty member's department chair and dean should be consulted about, and should approve, the timing and scheduling of the leave. Depending on the timing of the leave, the faculty member's duties may be adjusted to accommodate curricular and departmental needs during the semester(s) in which the leave occurs. For information on the adjustment of faculty duties, see <i>Definitions of Terms</i> . Note: the Family and Medical Leave Act (FMLA) does not apply to the first year of employment.  | See <i>Definitions of Terms</i> , Military Leave Under USERRA.         | See <i>Definitions of Terms</i> , Jury Duty. | Upon chair and dean's approval |
| 2 |                      |                                  |                          |   |   |  |   |  |  |                                |
| 3 | Nontenure-track      | Full-time (Benefits eligible)    | 1 Year +                 | Up to six (6) months. Sick time used is replenished based on a rolling calendar year (one year from the time first used). | Tufts provides up to twelve (12) weeks paid parental leave (per rolling calendar year, using available paid sick time). Depending on the timing of the leave, and as appropriate, the faculty member's duties may be adjusted to accommodate curricular and departmental needs during the semester(s) in which the leave occurs. For information on the adjustment of faculty duties, see <i>Adjustment of Faculty Duties</i> . Parental leave may be taken intermittently or continuously within the first 12 months from the time of birth, adoption, or placement.   | Tufts provides up to six (6) weeks of paid family illness leave (per rolling calendar year). Available paid sick time will be applied toward the leave, otherwise the leave would be unpaid. Within the same rolling calendar year, an additional six (6) weeks of unpaid family illness leave is available under the provisions of the Family and Medical Leave Act (FMLA), for a total of twelve (12) weeks of leave. A faculty member is eligible to take family illness leave intermittently or on a reduced-work schedule. The total leave should be equivalent to the amount of time allowed for a full-time family illness leave (6 weeks paid, plus 6 weeks unpaid). The faculty member's department chair and dean should be consulted about, and should approve, the timing and scheduling of the leave, as appropriate. For more information refer to <i>Definitions of Terms</i> , Family and Medical Leave Act (FMLA). Depending on the timing of the leave and as appropriate, the faculty member's duties may be adjusted to accommodate curricular and departmental needs during the semester(s) in which the leave occurs. For information on the adjustment of faculty duties, see <i>Definitions of Terms</i> . | Tufts provides up to six (6) months of paid medical leave (per rolling calendar year). Available paid sick time will be applied toward the leave, otherwise the leave would be unpaid. A faculty member is eligible to take medical leave intermittently or on a reduced-work schedule. The total leave should be equivalent to the amount of time allowed for a full-time medical leave (6 months). The faculty member's department chair and dean should be consulted about, and should approve, the timing and scheduling of the leave, as appropriate. The provisions of the Family and Medical Leave Act (FMLA) cover twelve (12) weeks of this leave. For more information refer to <i>Definitions of Terms</i> , Family and Medical Leave Act (FMLA). Depending on the timing of the leave and as appropriate, the faculty member's duties may be adjusted to accommodate curricular and departmental needs during the semester(s) in which the leave occurs. For information on the Adjustment of Faculty Duties, see <i>Definitions of Terms</i> . | See <i>Definitions of Terms</i> , Military Leave Under USERRA.         | See <i>Definitions of Terms</i> , Jury Duty. | Upon chair and dean's approval |