

AGREEMENT BETWEEN

TUFTS UNIVERSITY

and

SERVICE EMPLOYEES INTERNATIONAL UNION

LOCAL 509

PROFESSORS OF THE PRACTICE UNIT

February 10, 2026 – June 30, 2030

## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 – RECOGNITION .....	1
ARTICLE 2 – MANAGEMENT RIGHTS .....	2
ARTICLE 3 – EQUAL EMPLOYMENT OPPORTUNITY AND NONDISCRIMINATION .....	3
ARTICLE 4 – UNION SECURITY AND DUES DEDUCTION .....	4
ARTICLE 5 – UNION RIGHTS .....	6
ARTICLE 6 – ACADEMIC FREEDOM .....	6
ARTICLE 7 – BARGAINING UNIT INFORMATION .....	7
ARTICLE 8 – GRIEVANCES .....	8
ARTICLE 9 – ACCESS TO SERVICES .....	12
ARTICLE 10 – WORKLOAD .....	13
ARTICLE 11 – APPOINTMENTS AND RANKS .....	20
ARTICLE 12 – EVALUATION .....	23
ARTICLE 13 – DISCIPLINE AND DISCHARGE .....	26
ARTICLE 14 – PROMOTIONS .....	27
ARTICLE 15 – SALARY .....	31
ARTICLE 16 – BENEFITS .....	32
ARTICLE 17 – PROFESSIONAL DEVELOPMENT .....	33
ARTICLE 18 – POP-UNIVERSITY COMMITTEE .....	34
ARTICLE 19 – GOVERNANCE .....	34
ARTICLE 20 – HEALTH AND SAFETY .....	35
ARTICLE 21 – ACADEMIC LEAVES OF ABSENCE AND TEACHING RELIEF .....	36
ARTICLE 22 – AWARDS AND RESEARCH FUNDING .....	41
ARTICLE 23 – COMMITTEES .....	42
ARTICLE 24 – EMPLOYMENT RECORDS .....	42
ARTICLE 25 – INTERNATIONAL WORKER SUPPORT, RESOURCES AND WORK AUTHORIZATION .....	43

ARTICLE 26 – MENTORING PROGRAM .....	45
ARTICLE 27 – PAYDAY .....	45
ARTICLE 28 – NO STRIKE / NO LOCKOUT .....	45
ARTICLE 29 – SEPARABILITY .....	46
ARTICLE 30 – DURATION OF AGREEMENT .....	46
SIDE LETTER – ARTISTIC EXPRESSION .....	48

## **ARTICLE 1 – RECOGNITION**

1.1 Pursuant to the Certification of Representative issued by the National Labor Relations Board in Case No. 01-RC-315909, the University hereby recognizes the Union as the sole and exclusive collective bargaining representative of all full-time faculty with the title of Professor of the Practice (“PoP”), employed by Trustees of Tufts College, including area representatives, working in the School of the Museum of Fine Arts (“SMFA”) with the following titles:

- 1.1.A Assistant Professor of the Practice,
- 1.1.B Associate Professor of the Practice, and
- 1.1.C Professor of the Practice.<sup>1</sup>

1.2 Excluded from the bargaining unit are:

- 1.2.A Tenured and tenure-track faculty,
- 1.2.B Post-doctoral scholars,
- 1.2.C Lecturers,
- 1.2.D Part-time faculty,
- 1.2.E Deans,
- 1.2.F Provosts,
- 1.2.G Non-tenure track assistant and associate professors,
- 1.2.H Research associates,
- 1.2.I Visiting faculty,
- 1.2.J Maintenance employees,
- 1.2.K Full time-lecturers in Athletics,
- 1.2.L University College,
- 1.2.M Experimental College,
- 1.2.N The School of Engineering,
- 1.2.O The Fletcher School of Law & Diplomacy,
- 1.2.P Dental School, School of Medicine, Cummings School of Veterinary Medicine, and/or Friedman School of Nutrition Science and Policy,
- 1.2.Q Staff employees,
- 1.2.R Part-time PoPs,
- 1.2.S Guards,
- 1.2.T Confidential employees,
- 1.2.U Department Chairs,
- 1.2.V Director of Graduate Studies,
- 1.2.W Program Director,
- 1.2.X Managers, and
- 1.2.Y Supervisors.

---

<sup>1</sup> The official title for this rank is “Professor of the Practice” but it is referred to as “Full PoP” throughout this Agreement.

## **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:

- 2.1.A all rights and prerogatives granted by applicable law;
- 2.1.B the right to generally determine and effect the University's mission, programs, objectives, activities, resources, and priorities;
- 2.1.C to establish and administer procedures, rules and regulations, and direct and control University operations;
- 2.1.D to alter, extend or discontinue existing equipment, facilities, and location of operations;
- 2.1.E to determine or modify the number, qualifications, scheduling, responsibilities, and assignment of employees;
- 2.1.F to establish, maintain, modify, or enforce standards of performance, conduct, order, and safety;
- 2.1.G to evaluate, determine the content of evaluations, and determine the processes and criteria by which employees' performance is evaluated;
- 2.1.H to establish and require employees to observe University rules and regulations;
- 2.1.I to discipline or dismiss employees;
- 2.1.J to establish or modify the academic calendars, including holidays and holiday scheduling;
- 2.1.K to assign work locations;
- 2.1.L to schedule hours of work;
- 2.1.M to recruit, hire, or transfer;
- 2.1.N to determine all matters relating to employee hiring, retention, and student admissions;
- 2.1.O to introduce new methods of instruction;

2.1.P to subcontract all or any portion of any operations; and

2.1.Q 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 **University Values.** 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, PoPs 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 PoP on the basis of Union membership status or Union activity.

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

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

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

4.3 **Penalty for Failure to Pay Required Dues or Fees.** The Union may request that a PoP 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 PoP 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 PoP 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 PoP is teaching a course or courses. In such case, dismissal will be at the conclusion of the semester.

4.4 **COPE Contributions.** The University further agrees to deduct voluntary contributions made by PoPs 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 PoP'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 PoPs, 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 PoPs. However, the University shall cooperate with the Union in seeking compliance with this provision by notifying covered PoPs at their time

of hire of the existence of this Agreement, and by providing them with union membership and payroll 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 PoP 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 **Amounts.** Each year, the Union shall establish and certify in writing to Tufts Support Services the amounts of dues. The payroll deduction authorization form shall also be provided by the Union to the University.

4.10 **Deduction.** Each pay day, the University shall deduct from the paycheck of each PoP the dues and/or agency fees owed to the Union provided the PoP 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 the Union designee. 4 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 PoP 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 PoP is processed incorrectly, the University will correct the error during the next pay period, or as soon as practicable after being informed of the error by either the PoP 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 the 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 PoP.

## **ARTICLE 5 – UNION RIGHTS**

5.1 **Union Access.** 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 **Meeting Space.** The Union shall have access to meeting space on campus, subject to the same procedures as other campus organizations.

5.3 **Representatives.** By October 15 of each year, the Union shall provide to the University Office of University Counsel a list of those PoPs 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 **Orientations.** Union representatives shall be given some time by the University at the regular school orientation to address PoPs in attendance.

5.5 **Bulletin Boards.** 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**

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 PoP 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 PoP speaks or writes as a citizen, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. A PoP should remember that the public may judge the profession and the institution by their utterance. Hence, the PoP 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 PoP'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 PoPs will follow the University's policy on plagiarism and other rules and regulations governing faculty members' work expectations.

6.4 No PoP 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 PoP 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 each Fall semester of each academic year, the University will provide the Union with the following information regarding bargaining unit members:

- 7.1.A Name, including lived or preferred first name the employee provides to the University and requests to have recorded in University systems, 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 – GRIEVANCES**

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, through direct discussion between the Union and the University.

8.2.A **Precedent.** In the event an individual PoP 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 PoP or the Union shall present a grievance within twenty-one (21) days after the grievant became aware of, or reasonably could have known about, the action being contested. The grievance must be reduced to writing and must specify the nature of the grievance, the provision(s) of this Agreement at issue, and the relief requested.

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

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

- 8.6.A **Step 1.** The PoP shall file the grievance with their Department Chair. The Chair or their designee shall meet with the PoP and Union representative 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 of 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 PoP 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 SMFA 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 SMFA 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 SMFA 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 make good faith efforts 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 amend in any way 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.D(6) The decision of the Arbitrator shall be final and binding on the parties, although each side retains whatever rights it has under federal law to challenge the decision and award.

8.7 If a PoP must miss a class because they are required to attend an arbitration, there will be no loss of compensation from the University for that PoP. The PoP 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**

**9.1 Orientation.** New PoPs will be required to attend the A&S orientation at the beginning of the school year, as well as individualized SMFA onboarding.

**9.2 Policies.** Any written departmental or program Mission Statements, faculty handbooks, guidelines, or procedures, to the extent they exist, shall be made available to the PoP before the beginning of the semester, with updates as available.

**9.3 Reimbursement.** If the PoP is authorized in advance by the University to purchase supplies, materials, and/or software for a course, and such costs of the purchase are approved by the University, the PoP will be promptly reimbursed, upon submission of a receipt or other documentation of the expense.

**9.4 Field Trips.** All proposed course-related field trips must be approved in advance by the Dean's Office, 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 Technology.** PoPs shall be provided computers and related equipment on the same terms as all other full-time faculty within A&S (tenured and tenure-track faculty and teaching professors).

**9.6 Mailboxes.** PoPs shall be provided with individual mailboxes to receive student papers and campus and other mail.

**9.7 Email.** PoPs 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 Office Space.** PoPs shall have access to appropriate private and secure space to prepare for class, meet with, and advise students. During orientation at the beginning of each AY, the School will provide PoPs with the information necessary to reserve space for such use. The parties acknowledge that space at the SMFA is nevertheless limited. Within 60 days of ratification of this Agreement, the School shall designate one private space with a door that PoPs may use for urgent private conversations with colleagues or students. Effective AY 2025–26, a university designee shall meet with PoPs upon request, prior to the start of each academic year to discuss potential ways to address availability of meeting space.

**9.9 Library.** PoPs shall have full access to library services for the term of their appointment, and will not lose such access between semesters.

**9.10 Training.** PoPs 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, PoPs shall have the opportunity to apply for grants.

## **ARTICLE 10 – WORKLOAD**

**10.1 University Rights on Workload.** The University has the right to set the workload of all bargaining unit PoPs, subject only to the specific limitations in this Article. The workload of PoPs will include responsibilities in the areas of teaching/advising, service to the department, school, and/or university, and Research and Artistic Production, along with specific expectations delineated in this Article.

**10.2 Fair and Reasonable Expectations.** The University and Union recognize that PoPs may experience fluctuations in their workload throughout the year. Nevertheless, the University shall at all times endeavor to ensure that all PoPs have a reasonable workload. Concerns about unreasonable workloads, including the number of advisees, may be addressed between an individual PoP and their department chair; and if the concerns cannot be resolved by the department chair, then with the Dean for Academic Affairs for Arts & Humanities; and if the concerns cannot be resolved by the Dean for

Academic Affairs for Arts & Humanities, then with the Dean for the SMFA or their designee.

**10.3 Overall Workload.** A PoP's workload shall normally consist of teaching/advising; Research and Artistic Production; and service. PoPs are expected to teach, advise, and perform service to their area, department, school and/or university, and conduct review boards as a regular part of their job duties. During the course of an academic year, the teaching load of a PoP shall be the equivalent of four (4), four (4)-credit courses per year. No PoP shall be required to teach more than the equivalent of two (2) courses per semester.

#### **10.4 Workload of Bargaining Unit PoPs**

- 10.4.A **Teaching.** The course load for all bargaining unit PoPs shall be set at four (4), four (4) credit courses per academic year (a five-hour studio art course is considered four course credits). Courses contributing to this load shall be four (4) credits and meet the minimum enrollment as determined by A&S. At the Dean's discretion, in consultation with the applicable Chair, under-enrolled, half-credit, or team-taught classes, as well as certain three (3) credit courses, may be counted toward this four-course total.
- 10.4.B **Advising.** Bargaining unit PoPs shall advise a total of thirteen (13) undergraduate students, on average, over the course of the academic year, though there may be a variable number at different points in the academic year, and meet with each advisee at least once per semester. In addition, bargaining unit PoPs shall advise no more than three (3) graduate students, of whom, one may be a thesis student.
- 10.4.C **Review Boards.** Bargaining unit PoPs shall be expected to engage in 15 review boards per semester.
- 10.4.D **Service.** Bargaining unit PoPs shall provide service on two (2) department, school, and/or university committees and/or ad-hoc committees.
- 10.4.E **Extraordinary Service.** Bargaining unit PoPs may engage in extraordinary service such as chairing committees, directing or coordinating programs, developing new curriculum and/or leading accreditation work.
- 10.4.F **Additional Duties.** Bargaining unit PoPs who do not carry an average service load, may be assigned additional duties or special projects by the Dean or their designee in consultation with

the applicable chair. Additional duties or special projects assigned by their department chair shall be equivalent to the deficit in the PoP's service load.

- 10.4.G At their discretion, the Dean may grant one (1) course release to a PoP faculty member for extraordinary service. Course releases so granted may be banked for up to three (3) academic years.
- 10.4.H Bargaining unit PoPs must become familiar with University policies on matters such as sexual harassment, political activities, records retention, and business conduct, to name a few. Some of these policies can be found here: <https://www.tufts.edu/about/policies>. Please note that this is not an all-inclusive list.
- 10.4.I **Directed Studies.** Directed Studies are equivalent to one course and count towards a 2/2 teaching load.
- 10.4.J **Independent Studies.** Independent Studies involve supervising a student's project and can include critiquing, directed research, and supervised studio work. These tasks are performed in one-hour per week consultations, for the full thirteen-week semester. Independent Studies are volunteer only and do not count towards a 2/2 teaching load. PoPs shall not be penalized for declining to teach an Independent Study.
- 10.4.K **Research and Artistic Production.** Bargaining unit PoPs are expected to engage in a wide spectrum of research and scholarship activities that include artistic expression and contribute to the advancement of knowledge of the arts through exhibitions and performances, screenings, publications and other artistic endeavors.

## 10.5 Expectations of Bargaining Unit PoPs.

- 10.5.A **Teaching/Advising.** Bargaining unit PoPs are expected to teach their assigned courses and attend all classes as scheduled and to advise students as outlined above.
  - 10.5.A(1) Bargaining unit PoPs are expected to create, distribute and adhere to a syllabus for each course they teach and provide the Dean 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 bargaining unit PoP'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) Bargaining unit PoPs 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) Bargaining unit PoPs are expected to adhere to any university, school or department/program policies dealing with student academic issues or procedures; student course evaluations; plagiarism and the student code of conduct; student accommodation issues; and other rules and regulations governing students' and PoPs' work expectations.
- 10.5.A(5) Bargaining unit PoPs are expected to serve as advisors to undergraduate and graduate students as outlined above, in accordance with university, school and department/program policies. Bargaining unit PoPs 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.A(6) Bargaining unit PoPs are responsible for the academic advising of students. The expectation is that they carry a total of 13 undergraduate advisees, on average, over the course of the academic year, though there may be a variable number at different points in the academic year. Those with fewer than 13 advisees at any time will be assigned additional students to reach no fewer than 13 advisees as soon as practicable. The number of advisees does not include graduate thesis advising. Additional advisees accepted by the PoP without being directly requested by the Dean or their designee, will not be acknowledged with workload credit or course release.

10.5.A(7) Bargaining unit PoPs shall not be assigned advisees in their first year as a full-time faculty.

10.5.B **Service.** Bargaining unit PoPs are expected to participate in the governance of their School and in AS&E and Arts & Sciences through attendance and voting at faculty meetings as determined by the faculty of the SMFA. Bargaining unit PoPs are also required to attend meetings of their areas/departments/programs, as determined by the Dean or their designee, and to contribute to the operation of their areas/departments/programs.

Bargaining unit PoPs should contribute service to their department/program/area, school and university. To meet this service obligation, bargaining unit PoPs should be members of two (2) committees (any combination of standing, or ad hoc, as defined below) and not including a union committee.

*Ad hoc* committees that include full-time faculty or staff search committees, or comprehensive faculty review committees. Definitions of other *ad hoc* committees must be approved by the Dean prior to being considered for workload.

Chairing a standing committee or an *ad hoc* search committee shall count as two (2) committee memberships. Similarly, participation in some committees which may involve substantially more work can count for more than one committee membership at the Dean's discretion.

**Exceptions.** Bargaining unit PoPs for whom there are insufficient open committee assignments, will not be penalized or have this counted against their workload credit. Bargaining unit PoPs in their first semester during their first year are expected to serve on no committees as part of their service obligations. Bargaining unit PoPs in their second semester of their first year are expected to serve on one (1) department/program/area committees as part of their service obligations.

10.5.C **Other.** Bargaining unit PoPs are also expected to:

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

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

- 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 Arts & Sciences Faculty Handbook which includes the SMFA handbook policies.
- 10.5.C(7) Adhere to all other university, school or department policies involving employment and working conditions.

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

#### 10.7 **Workload Committee**

- 10.7.A **Workload Policies and Course Release(s).** It is understood that some of the areas of workload covered by this Article and the weight given to these functions are currently under review and discussion by the SMFA faculty. The SMFA shall create a Workload Committee that includes bargaining unit PoPs and members of the administration as appointed by the Dean, and create a school wide workload document. The parties agree that the work of the Workload Committee should continue. Accordingly, the parties agree that once the SMFA faculty votes on the Workload Committee's guidelines, those guidelines will be sent to the University for review and approval. The parties will then reopen negotiations of this Article and make any necessary revisions at that time based on the impact of the Workload Committee's guidelines on the bargaining unit PoPs.
- 10.7.B **Partial Course Credit.** The school-wide workload policy shall account for course equivalencies smaller than one (1) course. Such partial course credits may normally be banked for up to three (3) years, or longer at the Dean's discretion. The Dean shall normally grant such a release in the semester in which the PoP

earns it, but if necessary may defer for a maximum of two (2) semesters before granting the release.

- 10.7.C **After the creation of Workload Documents.** The SMFA will maintain 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. The policy and revisions to the policy, must be reviewed by the Workload Committee and approved by the Dean before being implemented. This policy shall be reviewed at least once every three (3) academic years, may consider a variety of faculty work as course equivalents, and where appropriate, lead to course release(s), and committee service releases.

10.8 **Area Representatives** serve a three (3)-year term, and are released from two (2) review boards per semester. If the curriculum changes (by faculty vote) such that the quantity of review boards changes, then faculty review board releases for area representatives will be adjusted to meet the University's need and in consultation with the Union. Area reps' other responsibilities include:

- 10.8.A Attendance at all SMFA all-faculty Meetings
- 10.8.B Hold meetings with respective faculty in their area (once (1) per month)
- 10.8.C In consultation with the Department Chair, discuss curriculum with area faculty, including scheduling and classroom allocation, staffing requests for Teaching Assistants (TAs) and Assistants in Classroom (AICs). However, final determinations of such matters are subject to review and approval by the Dean or their designee.
- 10.8.D In consultation with the Department Chair, Area Reps review new course submissions, rotations, growth and programming for their own area, however, final determinations related to such matters will be made by the Dean or their designee.
- 10.8.E In consultation with the Department Chair, Area Reps may propose annual budgets to the Dean or their designee, for approval.

**Stipends.** Annual stipends for the position of Area Rep will be \$4,000 and will go into their research funds or as a salary stipend as determined by the faculty member.

## **ARTICLE 11 – APPOINTMENTS AND RANKS**

11.1 **PoP Ranks.** The University may hire new PoPs at any rank at its reasonable discretion. PoP ranks shall include the following:

### 11.1A **Assistant PoP.**

#### 11.1.A(1) **Appointment Lengths.**

##### Initial Assistant PoP Appointment

Assistant PoPs shall be appointed for an initial two (2)-year term. They are reviewed, as outlined in Article 12, in their second year.

##### Second Assistant PoP Appointment

If the University, in its reasonable discretion, decides to reappoint the PoP after the initial two-year term following the review procedures outlined in Article 12, the PoP will be appointed to a three (3)-year contract at the same rank. In limited cases where the PoP's performance has not been sufficiently satisfactory, or if any of the factors listed in Section 11.3C pertain, the Dean may offer a one (1)- or two (2)-year appointment instead of a three (3)-year appointment or non-reappointment. A PoP who is given a shorter appointment will be eligible to be reviewed for a three-year appointment at the end of such appointment.

##### Third Assistant PoP Appointment

If the University, in its reasonable discretion, decides to reappoint the PoP during their second appointment following the review procedures outlined in Article 12, the PoP will be appointed to a two (2)-year contract at the same rank, during which they can apply for promotion to Associate PoP, following the process outlined in Article 14. In limited cases where the PoP's performance has not been sufficiently satisfactory, or if any of the factors listed in Section 11.4.C pertain, the Dean may offer a one-year appointment instead of a two-year appointment or non-reappointment. A PoP who is given a shorter appointment will be eligible to be reviewed for a two-year appointment at the end of such appointment.

Assistant PoPs shall be notified of their non-reappointment at least three (3) months prior to the end of their current appointment.

### 11.1.B **Associate PoP.**

11.1.B(1) **Appointment Length.** Assistant PoPs who are promoted to Associate PoPs shall be appointed for a five (5) year continuous term, meaning the contract

renews at the end of every academic year of another five academic years.

11.1.B(2) **Review for promotion.** Associate PoPs may be reviewed in their sixth year at the Associate rank and apply for promotion to Full PoP with a continuing five (5)-year continuous contract, meaning the contract renews at the end of every academic year of another five academic years.

11.1.C **Full PoP.**

11.1.C(1) **Review.** PoPs at the rank of Full PoP shall not continue to be formally reviewed, but will continue to participate in and be eligible to receive annual merit reviews.

11.2 **Temporary Appointments.** In limited cases, a PoP could be hired at the rank of Assistant PoP for a single one (or) two-year contract that terminates at the end of the initial term of service. If there is an open position for a PoP at that time, the PoP may apply for that position and if hired, be offered credit for their years of service as a PoP.

11.3 **Ranks for existing PoPs.** Upon ratification of this Agreement, existing bargaining unit members who have been awarded the 5-year continuous rolling contract effective on or before September 1, 2025 shall be converted to the following rank:

Associate PoP: on a 5-year continuous rolling contract for 1– 6 years.

Unit members who were awarded a 5-year continuous rolling contract six years ago (or longer), as of the time of ratification shall be converted to the rank of Full PoP.

All remaining PoPs will be ranked as Assistant PoPs.

11.4 **Non-reappointment and Denied Promotions.**

11.4.A **Non-reappointment.** PoPs may not be reappointed due to poor performance, misconduct, or factors listed in Section 11.4.C; the process governing these decisions is detailed in Article 12 (Evaluations). If a PoP is not reappointed but is not terminated, they may serve the remainder of their current appointment.

11.4.B **Grievances.** Any PoP who is not reappointed due to performance-related reasons, or who is denied promotion, may grieve such decision under the standard of whether the University acted unreasonably. PoP's terminated for misconduct or failure to abide by department, School, or University policies and

procedures may grieve the termination under the standard of just cause.

11.4.C Non-reappointments are not grievable if the decision was based upon:

11.4.C(1) 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;

11.4C(2) Serious financial considerations or exigency that warrant reduction in teaching staff;

11.5 **Layoff Procedures.** In the event that Section 11.3.C is used by the University, then the University will consider the following prior to deciding which PoP(s) will not be reappointed:

11.5.A The credentials and qualifications (including sub-specialties and areas of particular expertise) of current PoPs compared to other University faculty and other available faculty from outside the University;

11.5.B The teaching experience of current PoPs compared to other University faculty and professional staff and other available faculty from outside the University;

11.5.C The evaluations and work performance of the PoPs;

11.5.D The availability and preferences expressed by the PoPs to the Dean's Office or their designee;

11.5.E The needs of the Area, Department, Program, School and University; and

11.5.F Seniority.

The Union may request effects bargaining for PoPs not reappointed under this Section.

11.6 **Leave.** 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. SMFA Sponsored Supported Research Leave does not affect years of service since it's an academic leave.

11.7 **Phased Retirement.** Any PoP who wishes to permanently retire as a PoP 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 PoP may work full-time for one (1)-semester of each 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 PoP will receive half salary for the final years of employment but will retain full benefits. However, retirement contributions by the University will be based on actual salary.

## **ARTICLE 12 – EVALUATION**

12.1 **Evaluation Process.** All PoPs will be reviewed according to the timeline established in Article 11 (Appointments and Ranks).

12.2 **Renewals:** The general criteria for renewal of appointments will be as follows:

12.2.A **Teaching:** PoPs should have demonstrated excellence in teaching. Teaching captures classroom teaching, fieldwork, internships, independent studies and theses, review boards and academic advising.

Examples of excellence in teaching may include but are not limited to reports on syllabi, course evaluations, student thesis materials (graduate and undergraduate), teaching awards, and other materials normally considered in the evaluation of teaching performance, or that the PoP wishes to provide. The common timeframe over which the materials are collected is the date of hire as a PoP to present except where indicated below.

12.2.B **Advising.** PoPs are required to engage in advising, as defined in Article 10 (Workload), but may also include supervising students on master's and/or senior theses, special projects or internships, if applicable.

12.2.C **Research and Artistic Production:** Full-time PoPs should have demonstrated excellence in their profession. This may include exhibiting work in galleries, museums and/or additional professional contexts screenings; public performance; fellowships and/or residencies; grants awarded and grants finalist recognitions; invited talks (including but not limited to lectures, panel discussions, and in-conversation events); presentations at professional meetings, conferences, seminars and/or workshops; curatorial practices; publications; community-based, collaborative, or socially engaged projects as forms of research and artistic production; evidence of work-in-progress. PoPs shall demonstrate authorship and contribution for their research and artistic

production activities. Evidence of active involvement in the profession is required.

- 12.2.D **Service:** PoPs 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 or University may include but are not limited to: chairing a school standing and/or ad-hoc committee, or membership and active participation in school or University committees, or active participation in program and/or department affairs, or within the PoP's discipline, or through active civic engagement as institutional or professional service distinct from socially engaged artistic practice.

### **12.3 Review Procedures for Second- and Fourth-Year Review and Contract Renewal for Assistant PoPs.**

- 12.3.A **Initiation of Review:** On May 1 prior to the review year, the Dean's office will inform the PoP and their department chair of the contract renewal proceedings. The Department Chair will work with the candidate on preparation materials, including meeting with the Dean of Academic Affairs to review procedures and process for submission and the candidate's content for review. On October 1 of the review year (February 15 for the fourth year review), the candidate under review shall submit their evaluation materials to the department chair. The department chair shall submit all requisite documents to the dean's office no later than November 1 of the review year (March 15 for the fourth year review).
- 12.3.B **Materials and Considerations for second and fourth year reviews**

A candidate's submission must include the following materials:

- 12.3.B(1) A letter including a 1-4 page self-evaluation and a strong argument in support of their candidacy for renewal. The applicant letter from the candidate shall include remarks about their teaching/advising, research and artistic production and service to the university.
- 12.3.B(2) A comprehensive Curriculum Vitae (CV) detailing teaching, advising, service, and research and artistic production.

- 12.3.B(3) Syllabi and course materials, including Canvas materials for courses taught since the date of hire as a PoP.
  - 12.3.B(4) Annual Faculty Activities Report.
  - 12.3.B(5) Any other supplementary materials demonstrating excellence in teaching, advising, service (University, School or Department), and research and artistic production.
  - 12.3.B(6) List of all courses taught with descriptions at SMFA.
- 12.3.C **Supervisor's Dossier:** Prepared by the Department Chair, the dossier includes:
- 12.3.C(1) A list of courses taught including course descriptions and enrollments, since the date of hire. Non-renewal due to enrollment-related considerations, as it relates to performance, shall be grievable.
  - 12.3.C(2) Course evaluations, including both numerical scores and written comments on those course evaluations.
  - 12.3.C(3) Documentation of advising and review board participation.
  - 12.3.C(4) The PoP's service record within at least two of the following: department, school, or university.
  - 12.3.C(5) Any other professional activities supporting the PoP's roles.
  - 12.3.C(6) Reports on classroom observations (if requested by the PoP) conducted by the Department Chair, the Director of Graduate Studies or the Dean (or the Dean's designee).
- 12.3.D **Review.** The Department Chair and all Associate or Full PoPs of the Department meet and confidentially review the candidate's activities, application materials focusing on teaching/advising, research and artistic practice, and service contributions, vote on whether to recommend renewal of the candidate's contract and create a recommendation report. If at least five Associate and/or Full PoPs choose not to participate, a department chair will assign at least five such faculty to conduct the review of any or all PoPs in the department who are up for review. The recommendation report sent to the Dean shall be written and signed by all of the

committee members. The report anonymously records the vote and summarizes the discussion among the committee members. Participation by the PoPs in this process will count towards the minimum committee requirement.

This report—which is not shared with the candidate—is an evaluation of the following:

- 12.3.D(1) Teaching/Advising: a summary of candidate's curricular contributions and advising activities
- 12.3.D(2) Research and Artistic Production as defined in 12.2.C, above.
- 12.3.D(3) Service: area, department, school, and university activities; professional offices, and responsibilities.

**12.4 Dean's Review and Decision.** The Report and the candidate's CV are sent to the Dean's office. If the Dean has any questions about the Report, the Dean may discuss the review with the Department Chair prior to sending a formal letter to the candidate. The Dean provides a formal letter to the candidate summarizing the evaluation by December 15 (May 1 for the fourth year review). The Dean will make a final determination on whether to renew the candidate's contract.

**12.5 Non-Renewal.** Written notices of renewal or non-renewal will be issued according to applicable University deadlines, ensuring compliance with required notice periods but no later than December 15 for the second year renewal and one year prior to contract expiration for the fourth year review.

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

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

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

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 PoP 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 PoP 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 PoP may request that a Union representative be present at any investigatory meeting that the PoP 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 – PROMOTIONS**

14.1 **Effective Date.** All promotions shall take effect on September 1, following the academic year in which they are earned.

14.2 The University reserves the right to hire a new faculty member with any rank above Assistant PoP. When the University decides to hire a new PoP at the rank of Associate or Full PoP the University shall use an expedited process for five (5)-year, continuous contracts that shall in this Agreement be called Continuous Contracts.

### **14.3 The Promotion and Advancement Committee (PAC).**

The PAC is a standing committee of three(3) SMFA Full PoPs, and four (4) other full-time faculty (tenured, Associate or Full Teaching Professor and/or an A&S PoP on a post-five year rolling contract). No more than two (2) PAC members may be tenured faculty, unless there is not a sufficient number of non-tenure track, non-PoP faculty, to comprise the PAC. The PAC conducts all PoP reviews for promotion. Serving staggered three (3)-year terms, new PoP PAC members are nominated and elected by the faculty at the conclusion of the current members' terms, ensuring continuous renewal and representation within the committee. The non-unit members will be selected via the Arts & Sciences Committee on Committees (contingent on its agreement to take on this work) in conversation with the Dean of the SMFA. The committee chair is determined through a vote by the previous year's PAC.

PAC composition can be adjusted by mutual agreement between the University and the Union. If a PoP Committee member is in the same Area as the PoP up for Promotion, they will be replaced with another SMFA PoP from a different Area, through the nomination and election process outlined above. Members shall recuse themselves in any case where they have a direct supervisory or reporting relationship with the candidate.

### **14.4 Procedure for Rank Promotion to Associate and to Full PoP.**

Except where indicated below, the promotion application process to Associate PoP and to Full PoP shall be the same. Except where otherwise indicated, the required

materials outlined below for promotion to Associate PoP will date back to when the PoP was appointed to Assistant PoP, and the required materials outlined below for promotion to Full PoP, will date back to when the PoP was promoted to Associate PoP.

On May 1 prior to the review year the dean's office informs the department chair of the promotion or contract renewal proceedings and shall also notify those PoPs required to apply for promotion to Associate PoP and those PoPs eligible to apply to Full PoP. Eligible PoPs must notify the Dean's Office by June 1 if they are seeking promotion to Full PoP. The Department Chair will work with the candidate on preparation of materials, including meeting with the Dean of Academic Affairs to discuss the review procedures and process for submission and the candidate's contents for review, and the PAC's criteria for promotion assessment as outlined in Article 12.2(A-D) and elsewhere in this Article. The candidate under review shall submit their application for promotion to the department chair, no later than October 1 of the review year. The Department Chair will submit the application to the PAC no later than October 15.

**Application Contents:** The PAC will consider the materials outlined in this Article demonstrating the PoP's performance, including the following:

- 14.4.A An application letter with a self-evaluation and a strong argument supporting their candidacy (5-7 pages for promotion). The application letter from the candidate shall include remarks about their teaching/advising, research and artistic production, and service to the university.
- 14.4.B A comprehensive Curriculum Vitae (CV) detailing teaching, advising, service, and research and artistic production.
- 14.4.C Syllabi and course materials, including Canvas materials for courses taught.
- 14.4.D Annual Faculty Activities Report.
- 14.4.E Any other supplementary materials demonstrating excellence in teaching, advising, University, School or Department service, and research and artistic production.
- 14.4.F List of all courses taught with descriptions at SMFA.
- 14.4.G The names of at least 10 external evaluators who have an arm's length relationship with the candidate, who are senior scholars, artists, or industry professionals who are able to comment on their scholarly and/or artistic work, with the intention of yielding a minimum of five (5). The Dean's office will contact all initial external evaluators at once. All external evaluations received shall be included in the promotion dossier.

14.4.H The names of at least two (2) additional faculty at Tufts from departments or programs where faculty hold secondary appointments or colleagues who are able to comment on their teaching, scholarly and/or artistic work and/or service.

14.4.I Additional letters may be requested by the Department, with notification to the candidate, or provided by the candidate, including from collaborators, colleagues, or administrators at Tufts. All such letters will be included in the promotion dossier.

14.5 **Supervisor's Dossier:** A dossier, prepared by the Department Chair, will include the following:

14.5.A A list of courses taught, with descriptions at SMFA and enrollments.

14.5.B Course evaluations, including both numerical scores and written comments on those course evaluations.

14.5.C Documentation of advising and review board participation.

14.5.D The PoP's service record within the department, school, and University.

14.5.E Any other professional activities supporting the PoP's roles.

#### 14.6 **Review and Decision Process**

The PAC confidentially reviews the candidate's activities, application materials focusing on teaching/advising, research and artistic practice, and service contributions and votes on whether to recommend renewal of the candidate's contract. The discussion remains confidential, culminating in a recommendation report sent to the Dean. The PAC sends the Dean the report written and signed by all of the committee members. The report anonymously records the vote and summarizes the committee assessment.

This report – which is not shared with the candidate and must be provided to the Dean's office by April 1 – is an evaluation of the following:

14.6.A Teaching/Advising: a summary of the candidate's curricular contributions and advising activities.

14.6.B Research and Artistic Production as defined in Article 12.

14.6.C Service: area, department, school, and university activities; professional offices, and responsibilities.

The Dean makes the final decision based on the PAC's report and the materials and standards for promotion set forth in this Article. If the Dean uses other materials or information to inform their decision, they shall provide that information to the candidate. The Dean formally notifies the department chair and the PAC members of the final decision in writing by May 15. If requested, the Dean will discuss the final decision with the PAC prior to notifying the candidate of the final decision, which will occur by May 30. If the decision is going to be delayed, the candidate will be notified as soon as practicable.

If promoted, the Associate or Full PoP will receive, or continue to receive a five (5)-year, continuous contract which annually renews for the ensuing five years unless notice is given in writing by the University that it will cease the continuation of the continuous contract on or before September 1. If a PoP receives a notice of non-continuation of their continuous contract, as provided above, the PoP's contract will expire after four more academic years. The University agrees that a PoP who receives a non-continuation notice for disciplinary reasons may grieve the non-continuation under the Grievance and Arbitration Procedure under the standard of just cause.

14.7 **Granting of Promotion:**

14.7.A Assistant PoPs who are successfully promoted to Associate PoP shall receive a one-time rank adjustment addition added to their base salary of five thousand (\$5,000).

14.7.B Associate PoPs who are successfully promoted to Full PoP shall receive a one-time addition to base salary of five thousand (\$5,000).

14.8 **Denial of Promotion (to Associate):** An Assistant PoP denied promotion shall have one opportunity to re-apply using the same procedures outlined above. If a PoP fails to be promoted on the second attempt they will not be issued a contract and shall not be reappointed.

14.9 **Denial of Promotion (to Full):** If promotion to Full PoP is denied, the PoP will serve the remainder of their contract term at the current rank. PoPs who are denied, may reapply after completing two years at the existing rank (i.e., in their third-year after denial).

14.10 **Non-Renewal:** Written notices are issued according to University deadlines, ensuring compliance with required notice periods.

14.11 **Emeritus Status.** Any PoP at the rank of Associate PoP or higher who has taught at Tufts on a full-time basis for at least fifteen (15) years will be eligible to be considered for emeritus status.

## ARTICLE 15 – SALARY

15.1 **Minimum Salaries.** Each PoP shall earn at least the minimum salary appropriate to their rank; nothing in this Agreement shall prevent the University, in its sole discretion, from paying any PoP a higher salary, so long as such decisions are not made in an arbitrary or capricious manner.

15.2 **Ranking of Existing Unit Members.** Within thirty (30) calendar days of execution of this agreement, all bargaining unit members shall receive a one-time payment of one thousand dollars (\$1,000) that will not increase the base salary of any member. As of September 1, 2025, unit members ranked as “Assistant PoPs” or “Associate PoPs,” in accordance with Article 11.3, shall receive \$1,000 increase to their salary. Effective upon ratification, unit members ranked as “Full PoPs,” in accordance with Article 11.3, shall receive a \$5,000 increase to their salary.

15.3 Starting September 1, 2024, the starting rates for new PoPs shall be no less than:

Assistant PoP	\$80,000
Associate PoP	\$85,000
Full PoP	\$95,000

No current PoP's will have their current rate of pay decreased upon ratification.

15.4 **Promotional Increases.** Upon promotion to Associate PoP, effective September 1 of that year, that PoP's salary will be raised by \$5,000. Upon promotion to Full PoP, effective September 1 of that year, the PoP's salary will be raised by \$5,000.

15.5 **Merit Pay.** The University will review all PoPs in accordance with its Annual Merit Review Program. Salary increases will be variable depending on the PoP's performance over the previous year but no lower than 3.0% in FY26, FY27, FY28, FY29 and FY30, and such decisions shall not be grievable. Any PoP who does not report their activities by the designated deadline in any given academic year through the Faculty Activity Report shall not receive a merit raise. However, once they turn in their Faculty Activity Report and if turned in before merit decisions are made for any given fiscal year, they shall receive the merit raise.

15.6 Starting in FY 27, in limited cases, the Dean may decide to provide a PoP with an increase less than the negotiated merit pool increase. 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 the negotiated merit pool increase. In such cases, the Dean will first notify the PoP and the Union and provide a letter that both articulates the reasoning behind the decision and shall also identify steps the PoP could take to improve their performance and avoid a repeat occurrence in the future. The PoP, with or without their Union representative, can meet with the Dean to discuss the decision. However, the decision shall not be grievable.

15.6. **Excellence and Equity Funds.** The School will fund an annual Excellence and Equity (E&E) Pool of \$25,000 for FY 26 and \$26,500 for FY27-FY30, from which the Dean may make further adjustments in the salaries of any PoPs. Salary adjustments from this pool shall be based on distinctive meritorious performance or achievement, as well as other equitable considerations.

15.6.A **Committee.** A joint committee of three (3) PoPs and three (3) University designees shall recommend to the Dean individual increases from this pool.

15.6.B **Non-grievability.** 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 PoPs receive the same amount of money from this Pool.

15.6.C **Notice.** Information about E&E decisions will be broken out in the salary letter received by each PoP. For example, a PoP would be notified that they have received an increase on their salary based on the E&E Pool, which is separate from and in addition to their annual merit raise.

## **ARTICLE 16 – BENEFITS**

16.1 **Basic Benefits.** During the life of this Agreement, the University will continue to provide coverage in the following programs for PoPs under the same conditions, rights, responsibilities, contribution rates, and cost-sharing obligations as provided to teaching professors and tenure track/tenured faculty:

- 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
- 16.1.H Commuter Benefits
- 16.1.I Faculty T Card

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.

16.2 **Leaves.** 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.

16.3 **Insurance Changes.** 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 **Professional Development Fund.** The University shall create a Professional Development Fund through which a PoP may apply for reimbursement for professional development opportunities or resources related to their research and artistic production which will contribute to the improvement of teaching.

17.1.A **Amount.** The University shall contribute seven thousand dollars (\$7,000) each year for the duration of this Agreement, on or effective July 1.

17.1.B **Rollover.** Professional development funds will not roll over from one fiscal year to the next.

17.1.C **Applying for Funds.** In order to receive funding, the eligible PoP shall submit a request stating the expenses for which they are requesting reimbursement and indicate how the opportunity or resource will enhance their teaching.

17.1.D **Committee Review.** Request for funds shall be submitted to a joint Union-University committee composed of two PoPs designated by the Union and the two University Designees, which will be identified by the University (along with notice to the union) at the commencement of the Academic Year. The Union-University committee shall review applications on a first-come, first-served basis and will make final decisions on all applications.

- 17.1.E **Size of Award.** Each PoP may be approved to receive up to one thousand dollars (\$1,000) in a two (2)-fiscal-year period. At the end of the first year of a given two (2)-fiscal-year period, any amount below this two (2)-year cap that remains unused by a PoP will roll over into the next fiscal year.
- 17.1.F **Reimbursement.** Professional Development Fund reimbursement shall go to each PoP's individual research account once receipts are submitted by the PoP and approved.
- 17.1.G **Non-grievability.** Denial of a request for professional development funds shall not be grievable.

17.2 Technology funds. Upon hire, each PoP shall be eligible to receive a computer in accordance with University policy, and existing PoPs are similarly eligible for replacement benefits under the same University policy.

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

There will be a PoP-University Committee (PUC) with up to four (4) members on each side that will meet twice each semester to discuss matters of general interest to the PoPs or the University. Additional meetings may be scheduled, or canceled, 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 (3) 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 guided by the Faculty of the SMFA and the School of Arts and Sciences, subject to the final approval of the Board of Trustees. Such matters include membership, voting rights, and other participation in the governance of the SMFA. This Agreement does not create, confirm, or abrogate any rights or privileges under the various governance documents of the School (A&S and the SMFA) 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 SMFA, 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 The SMFA faculty 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, which 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.

19.3 PoPs are expected to participate in all governance structure(s) at the SMFA, Arts & Sciences (A&S), Arts Sciences & Engineering (AS&E), and Graduate School of Arts and Sciences (GSAS). PoPs are full voting members of the A&S and AS&E faculty.

## **ARTICLE 20 – HEALTH AND SAFETY**

### **20.1 Working Conditions**

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

20.1.B A PoP must comply with all applicable health and safety OSHA regulations and all such applicable state and federal laws and regulations regarding health and safety. PoPs are responsible for immediately reporting situations involving unsafe working conditions to their Supervisor and/or Tufts University Environmental Health & Safety (EHS).

20.1C No PoP shall be subjected to retaliation for reporting or inquiring in good faith about the University's safety policies and/or for seeking guidance on how to address health and/or safety concerns.

20.2 **Anonymous Reporting.** The University's EHS Department maintains an anonymous health and safety reporting system available to PoPs and shall continue to do so throughout the life of this Agreement.

20.3 **Training.** The university shall make available comprehensive safety training as it applies to a studio setting through the Tufts Learning Center ("TLC"). Individuals can sign up for these sessions through the TLC at will. Training will be updated annually, as necessary. Studio managers will offer technical consultation, demonstration, training and workshops as outlined in the Studio Resources Handbook.

The SMFA will arrange technical training for PoPs on new equipment installed in the SMFA studios.

#### **20.4 Studio Safety.**

20.4.A Emergency phone numbers shall be displayed prominently by all studio phones.

20.4.B Each department which employs PoPs in studio positions shall have meetings with PoPs and University administrators to discuss matters relating to health and safety upon request, and at least once per semester (unless the Parties agree that no meeting is necessary). The University may send personnel of its own choosing to such meetings.

### **ARTICLE 21 – ACADEMIC LEAVES OF ABSENCE AND TEACHING RELIEF**

21.1 **Leaves.** The sections below relate to paid and unpaid academic leaves for full-time, non-tenured faculty members and shall apply to PoPs in the bargaining unit as follows.

21.1.A Supported Research Leaves

21.1.B Chair and Program Director Supported Research Leave

21.1.C Assistant PoP Research Leave

21.1.D Partially Supported Research Leaves

21.1.E Salary Gap Supplemental Policy

21.1.F Academic Leaves without pay

21.1.G Multi-year Academic Leaves of Absence

21.1.H Non-Academic Leave Teaching Relief

21.2 Conditions that apply to all Academic Leaves.

21.2.A PoPs on a paid academic leave pursuant to this Article shall not receive salary compensation from another institution or organization. This does not preclude short-term funding sources such as fellowships that support various research expenses or honoraria and travel expenses for invited lectures or seminars.

- 21.2.B Tufts University does not guarantee the opportunity to take a leave. Leave is granted when, in the dean's assessment, the conditions of the department and of the University are such that the faculty member's absence will not impair the interests of the University.
- 21.2.C A faculty member who accepts a leave is expected to return to the university for at least the length of leave in a full-time capacity following the leave. If a faculty member does not return to the university following the leave, the faculty member is responsible for compensating the school for any salary received during the leave.
- 21.2.D Required Report. Within three months of returning to academic duties at the University after a Leave, the faculty member shall submit a detailed report of activities during the leave to the dean. The template to be used for the Report is attached as Appendix B.
- 21.2.E The dean's approval of leave represents a commitment by both the university and the faculty member. Therefore, changes to plans for the leave require the written consent of both parties.

### **21.3 Supported Research Leaves**

- 21.3.A Associate and Full PoPs may apply for a Supported Research Leave every seventh year (a supported Research Leave can be either one semester at full salary or a full year at half salary and shall not be unreasonably denied
- 21.3.B A PoP may choose to defer their Supported Research Leaves and shall not be unreasonably denied. If a PoP defers a Supported Research Leave, the original "Supported Research Leave " clock will remain intact. A PoP may defer a supported research leave for up to seven years.
- 21.3.C In extenuating circumstances, which include operational needs of the School, the Dean has the authority to postpone a faculty member's Supported Research Leave. Before such decision is made, there shall be a discussion with the faculty member about this and there should be a mutually agreed upon time when the PoP will take the delayed Supported Research Leave in the future.
- 21.3.D **Eligibility and Opportunity for Supported Research Leaves:** Supported research leaves are granted only to Associate and Full

PoPs and only with the dean's approval. The candidate for leave shall normally have served for at least six years and successfully completed their 5-year continuous contract review, although the dean may enter into a special agreement concerning the time of the first supported research leave for a member of the faculty who has been employed by another institution or organization. Ordinarily, supported research leaves are granted only if, at the expiration of such leave, the applicant would be eligible for continued service on the faculty of the school for at least one year before retirement.

**21.3.E Chair and Program Director Supported Research Leave: Eligibility and Policies**-After three years of service as Chair or a Program Director, at the conclusion of such service, a PoP is eligible for a chair or Program Director's supported research leave

**21.3.F Assistant PoP Research Leave: Eligibility and Policy:** Research leaves for Assistant PoPs provide an opportunity to devote oneself full-time to scholarship in preparation for the five (5)-year continuous term appointment (continuous contract). All Assistant PoPs are eligible to apply for this research leave following a successful second year review.

An Assistant PoP leave may be taken in the third or fourth year of the service. In some cases, with the approval of the dean, the leave may be taken during the fifth year of service. Taking an Assistant PoP research leave does not stop the PoP promotion clock.

**Duration and Compensation:** The faculty member on an Assistant PoP research leave may be absent from the university for a total of one semester. The faculty member receives full salary for the duration of the leave.

The Dean will consider requests for a maximum of one additional semester of leave during the Assistant PoP period without pay funded from extramural sources over and above the one-semester leave that is internally funded.

**21.3.G Salary-Gap Supplement Policy:** PoPs in the School of Arts and Sciences are encouraged to seek external funding to further their research and scholarship. Funding from outside of Tufts may be available from foundations, government agencies, nonprofit organizations, and other sources.

Many fellowship opportunities offer salary support that falls short of a faculty member's normal Tufts University salary for an equivalent period of time. Organizations that offer these fellowships are under no obligation to match the normal university-based salary of fellowship holders, and neither is Tufts obligated to provide the salary that would fill the gap for a faculty member who is not undertaking normal teaching and service obligations.

Faculty members seeking fellowship opportunities that offer salary support that falls substantially short of their normal salary should apply for these fellowships to coincide with their normal leave eligibility, or seek multiple fellowship opportunities that might be combined.

Faculty members may apply to their Dean of Academic Affairs for "top-up" salary funding that will fill the gap between the fellowship salary and the portion of the full-time academic year base salary the faculty member would earn if fulfilling regular full-time duties. The salary-gap funding request should provide full details needed for consideration within the terms of this policy: an explanation of the fellowship, its terms and amount of support, the goals of taking the fellowship, disclosure of funding sources for the year, and any other relevant information.

The deans will take the following factors into consideration when making a decision about salary-gap funding:

- 21.3.G(1) Salary-gap support will be limited to nationally or internationally visible, prestigious and competitive research fellowships.
- 21.3.G(2) For a fellowship with a duration of one semester, A&S will consider salary-gap funding of up to 1/9th of the academic-year base salary. The Dean would consider supplementing an additional 1/9 for pre-5 year continuous faculty members.
- 21.3.G(3) For a fellowship with a duration of one academic or calendar year, the school will consider salary-gap funding of up to 1/9th of academic-year base salary each semester.
- 21.3.G(4) Fellowship salary-gap support larger than the amounts specified here will be considered only in the case of the most prestigious and competitive national

and international awards (Guggenheim, ACLS, NEH, and Fulbright).

21.3.G(5) The fellowship should allow the faculty member to make significant advances on a well-defined research project.

21.3.G(6) Proposals for fellowship salary-gap support may be denied if the PoP has received salary-gap support in the past three years or if the PoP is in a field in which one can be expected to seek salary support through research grants.

### 21.3.H **Academic Leave Without Pay**

**Eligibility and Policies:** Academic leaves without pay, distinct from unpaid personal leaves, require approval from the dean. This type of leave can be used in cases when the faculty member is engaged in professional activities, such as a fellowship, on behalf of Tufts.

This leave may or may not be externally funded. Usually they are not granted for consecutive periods longer than one academic year. In certain cases in the School of Arts and Sciences, the dean may recommend that a leave be counted among the consecutive years of service that are a prerequisite for a supported research leave. An applicant for an academic leave without pay must request that the time be so counted on the application.

If a leave without pay is granted for the year in which a PoP faculty member would have been reviewed for the award of five-year continuous term appointment, that year normally counts towards service, and the review takes place during the leave.

If a faculty member is granted a leave without pay during his/her terminal year at Tufts, the granting of the leave does not extend the appointment beyond the original termination date of the contract.

In certain cases in the School of Arts and Sciences, the relevant dean may count a full year of leave without pay as part of the consecutive years of service, which are a prerequisite to a supported research leave. On the application, an applicant for leave without pay must request that the time be so counted.

- 21.3.1 Non-Academic Leaves of Absences  
See Appendix A for details on Non-Academic Leaves  
(Bonding/Parental, Medical, Family Illness, Military, Personal)

### **Teaching Relief for Non-Academic Leaves of Absence**

The intent of teaching relief is to adjust for time a PoP loses toward his/her/their research and scholarship because of a non-academic leave. Teaching relief is not a leave and takes place before or after the non-academic leave. Depending on the timing of the leave, up to one semester of teaching relief is available. Teaching relief is automatic for bonding/parental leaves of twelve weeks (eight weeks in the first year of employment), and for family illness and medical leaves of twelve weeks or longer. In the case of a bonding/parental leave that lasts less than twelve weeks (eight weeks in the first year of employment) or a family illness or medical leave that lasts less than twelve weeks, teaching relief must be requested and may be approved at the discretion of the academic dean. Teaching relief provides relief from regular teaching duties, which may include: course instruction, lab instruction, and advising. During the period of teaching relief, the faculty member is expected to continue his/her/their scholarship and service responsibilities. The department chair and academic dean must approve the timing and scope of the teaching relief, and the faculty member's nonteaching-related responsibilities if possible, before leave is taken. Guidelines for determining during which semester teaching relief will occur: as a general rule, teaching relief takes place for the balance of the semester during which the parental, family illness, or medical leave occurs either before or after the leave, depending on the timing.

In cases where leave spans two semesters, teaching relief occurs during the semester in which the faculty member will be absent most while on leave.

If the majority of a leave takes place during the summer months of June, July, and August, teaching relief occurs during either the fall or spring semester of the following academic year, or may be divided between the fall and spring semesters of the following academic year.

Faculty may schedule leaves consecutively, subject to approval of the Dean.

## **ARTICLE 22 – AWARDS AND RESEARCH FUNDING**

22.1 PoPs shall continue to be eligible for the applicable AS&E Faculty Awards Teaching, Research, and Service awards (these are currently listed on the University's website: <https://asefaculty.tufts.edu/awards-funding/ase-faculty-awards>).

22.2 **Research Funding.** PoPs shall receive \$1,500 in research funds annually. This number is tied to the standard amount of research funds allocated to A&S tenure-stream faculty members and A&S PoPs; if that amount increases for A&S tenure-stream faculty and/or A&S PoPs, it will also increase for SMFA PoPs. These funds are distributed to faculty members' personal research accounts each August and roll over

indefinitely. Incoming PoPs hired on a non-temporary basis shall receive a minimum of five thousand dollars (\$5,000) in start-up research funds.

22.3 Eligibility criteria for the above is at the University's discretion. A denial of any awards or research funding is not subject to the Grievance and Arbitration Article.

### **ARTICLE 23 – COMMITTEES**

23.1 PoPs should contribute service to both their Department and the School/University. To meet this service obligation, PoPs must be members of two (2) committees (any combination of standing, or *ad hoc*).

23.2 PoPs chairing a standing committee shall count as two (2) committee memberships (co-chairing a standing committee shall count as one). Similarly, participation in some committees which may involve substantially more work may count for more than one committee membership following discussion between the Dean of Academic Affairs and the PoP.

23.3 The SMFA administration shall announce the committee openings, solicit nominations, before assigning faculty to committees, consistent with the established practices in Arts & Sciences.

### **ARTICLE 24 – EMPLOYMENT RECORDS**

24.1 **Records.** The University will maintain employment records for PoPs. Such records shall generally include:

- 24.1.A Appointment letters;
- 24.1.B Evaluations; and,
- 24.1.C Disciplinary records, including any written warnings or reprimands.

24.2 **Records Access.** A PoP may review their respective employment record by appointment with Human Resources, or, upon written request, be given a copy of their employment record. Employees are not permitted to review their employment record or receive a copy of their employment record, on more than two (2) separate occasions in a calendar year. Material may only be removed from an employment record through the mutual agreement of the PoP and the University.

24.3 A PoP may access student evaluations on Blue, or via request to Tufts Technology Services for evaluations older than five (5) years.

## **ARTICLE 25 – INTERNATIONAL WORKER SUPPORT, RESOURCES AND WORK AUTHORIZATION**

25.1 The parties acknowledge that visa eligibility is determined under federal law and this Article does not entitle any faculty to be eligible for or receive a visa except as provided by law. The parties also acknowledge that this Article outlines the support and resources available to international faculty which the University is committed to providing, consistent with applicable law.

### 25.2 Travel and emergency support

25.2.A The University recognizes the unique challenges and stressors faced by international PoPs. As such, the University shall make reasonable efforts to ensure that assistance is available to international PoPs who encounter problems entering or leaving the United States or who otherwise face an emergency that impacts their immigration status or ability to travel.

25.2.B Within 30 calendar days of ratification of this Agreement, the University will update its Emergency Card which includes contact information for appropriate offices that provide support for international PoPs if they experience enforcement actions at points of entry such as being placed in secondary inspection, being detained or experiencing problems with their documentation. The Emergency Card is available through the International Center website and is sent via email to all international students, scholars and employees (including the international PoPs) at least once per academic year. The University agrees to also send the Emergency Card to international PoPs upon hire.

### 25.3 Sponsorship

25.3.A During the hiring process, and upon execution of the faculty member's individual appointment letter/contract, and in accordance with existing AS&E sponsorship practices, the SMFA shall offer to sponsor a PoP's employment-based Permanent Resident Card (Green Card) application. PoPs can schedule an initial consultation with the International Center regarding their eligibility for a Permanent Residence Card as soon as they execute their appointment letter/contract for the SMFA. If PoPs have questions about their Tufts-sponsored visas, they may contact the International Center, which will endeavor to provide PoPs with assistance, where possible. The University shall retain the services of an external law firm specializing in immigration cases to consult on international PoPs' cases as needed.

- 25.3.B Current bargaining unit members who are eligible for an employment-based Permanent Resident Card, who choose to pursue such status, and who have not yet begun the process to apply for it, shall be covered by 25.2.A within 30 days of ratification of this Agreement.
- 25.3.C Nothing in this section guarantees that any bargaining unit member is eligible for or will receive a green card or visa.

#### 25.4 Orientation for international PoPs

- 25.4.A New employee orientations shall include information about the process for engaging with the International Center for visa or other immigration-related emergencies.
- 25.4.B Within 60 calendar days of ratification of this Agreement, the International Center will provide the Union with access to information on visas that will be made available to non-US citizen PoPs when an offer of employment is made, including information on visa types, work restrictions for spouses and dependents, timelines regarding applying for new visas, and clarification of which application and application-related costs will or will not be covered by the SMFA.

#### 25.5. Costs and Contributions

- 25.5.A Green Cards. Tufts sponsoring units or schools (including the SMFA) will pay for all initial costs related to the Tufts-sponsored permanent residency petition, including the “PERM” labor certification process, and I-140 preparation and fees. Once the petition is approved, employees are usually required to file a personal application to adjust their status (Form I-485). Consistent with AS&E sponsorship practices, the SMFA will contribute to the costs associated with filing the Form I-485 up to three thousand dollars (\$3,000). Additional information about costs, tax implications, and dependent family members is available on the International Center website and will also be made available during orientation.
- 25.5.B Visas. Tufts sponsoring units or schools (including the SMFA) will pay for costs related to Tufts-sponsored visas consistent with AS&E sponsorship practices, including potential expedition fees determined on a case-by-case basis by the Tufts International Center. Additional information about the costs associated with and contributions available for Tufts-sponsored visas is available

on the International Center website and will also be made available during orientation.

25.6 To the extent there are changes in the law that impact the terms and conditions of the employment of international PoPs, the University agrees to meet with the Union about those impacts.

### **ARTICLE 26 – MENTORING PROGRAM**

PoPs shall be eligible to participate in the A&S Mentorship Program. In the event that any material terms of the A&S Mentorship Program are determined to be inapplicable to PoPs, the parties agree to meet and discuss. For purposes of PoP participation in the A&S Mentorship Program, “junior faculty” shall be defined as PoPs at the Assistant PoP rank.

### **ARTICLE 27 – PAYDAY**

27.1 A PoP 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 PoP has submitted to the University, in a timely fashion, all documentation or information necessary for the processing of said payment.

27.2 PoPs 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.

27.3 The University pays employees through Direct Deposit. PoPs are required to provide their bank information in order for pay to be electronically deposited.

### **ARTICLE 28 – NO STRIKE / NO LOCKOUT**

28.1 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.

28.2 Any PoP engaging in any conduct prohibited by this Article is subject to immediate disciplinary action, including discharge. The question of whether the PoP 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 PoP for such violation shall not be subject to challenge under the Grievance procedure.

28.3 In the event that any PoP violates the provisions of Section 1 above, the Union shall immediately inform such PoP(s) through all reasonable means that such action is prohibited under this Agreement and that such PoP(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.

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

### **ARTICLE 29 – SEPARABILITY**

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

### **ARTICLE 30 – DURATION OF AGREEMENT**

30.1 This Agreement shall be in full force and effect from the date of ratification to June 30, 2030. It shall continue from year to year thereafter unless a) written notice to terminate this Agreement is served by either party upon the other by email OR certified mail, return receipt requested, and b) such notice is received no later than April 1, 2030, in which event this Agreement shall terminate at midnight of June 30, 2030, unless renewed or extended by mutual written agreement signed by the parties.

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

FOR SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 509, AFL-CIO

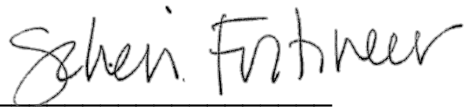


\_\_\_\_\_  
Dave Foley, President  
SEIU Local 509

3/6/2026

\_\_\_\_\_  
Date

FOR TUFTS UNIVERSITY



\_\_\_\_\_  
Scheri Fultineer, Dean  
School of the Museum of Fine Arts

3.6.2026

\_\_\_\_\_  
Date

## **SIDE LETTER – ARTISTIC EXPRESSION**

PoPs regularly engage in artistic expression as part of their employment at Tufts as well as outside of the Tufts Community. The creative work of the PoPs, as is true for all artistic expression, may be considered explicit or controversial. PoPs have the right to express views on campus, local, national and international topics through their art and to give voice to oppositional and dissenting viewpoints, subject to the University's academic freedom policies, institutional pluralism guidance and Article 6 of this Agreement. If the University receives complaints about a PoP's artistic expression the University will work with the PoP to address those complaints, consistent with University policy and this Collective Bargaining Agreement.

Appendix A: Non-Academic Leaves

Faculty Rank	Current Employment Status	Length of Service	Paid Sick Time	Parental Leave (Maternity, Paternity, Adoption, Foster Care Placement)	Family Illness Leave	Medical Leave	Military (Qualified Exigency Leave or Military Caregiver Leave)	Jury Duty	Personal Leave
Professor of the Practice	Full-time (Benefits eligible)	< 1 Year	Up to 20 weeks. Sick time used is replenished based on a rolling calendar year (one year from the time first used). Note: All leaves run concurrently as appropriate. PFMLA - 26 weeks max. in benefit year. FMLA does not apply to first year (12 months) of employment.	<p>Leave: Up to 12 weeks under PFMLA. Pay: Tufts provides up to eight (8) weeks paid parental leave (per rolling calendar year using available paid sick time) at the faculty member's full salary as well as an additional four (4) weeks at the state's calculator rate (see <a href="https://calculator.digital.mass.gov/pfml/yourbenefits/">https://calculator.digital.mass.gov/pfml/yourbenefits/</a>). Faculty can choose not to use their paid sick time for any portion of the first eight (8) weeks and be paid at the state's calculator rate (basic pay).</p> <p>Parental leave may be taken intermittently or continuously within the first 12 months from the time of birth, adoption, or placement. The faculty member's department chair and dean should be consulted about, and should approve, the timing and scheduling of the leave. For information about Adjustment of Duties to take place before or after a parental leave, see Adjustment of Duties.</p>	<p>Leave: Up to 6 weeks under policy; Up to 12 weeks effective 7/1/21 under PFMLA calculator rate. Pay: Tufts provides up to six (6) weeks of paid family illness leave (per rolling calendar year using available sick time) at the faculty member's full salary. Starting July 1, 2021, faculty will be eligible for a total of twelve (12) weeks of leave under the PFMLA calculator rate. Faculty can choose not to use their paid sick time for any portion of the first six (6) weeks and be paid at the state's calculator rate. (basic pay) (see <a href="https://calculator.digital.mass.gov/pfml/yourbenefits/">https://calculator.digital.mass.gov/pfml/yourbenefits/</a>). A faculty member is eligible to take family illness leave intermittently or on a reduced-work schedule. The faculty member's department chair and dean should be consulted about, and should approve, the timing and scheduling of the leave. For information about Adjustment of Duties to take place before or after a family illness leave, see Adjustment of Duties.</p>	<p>Leave: Up to 20 weeks under PFMLA. Pay: Tufts provides up to 20 weeks of paid medical leave (per rolling calendar year using available paid sick time). Available paid sick time will be applied toward the leave, otherwise the leave would be paid at the state's calculator rate (basic pay) (see <a href="https://calculator.digital.mass.gov/pfml/yourbenefits/">https://calculator.digital.mass.gov/pfml/yourbenefits/</a>) or unpaid if paid leave exhausted. LTD may be available after 20 weeks. Faculty can also choose to use the state's calculator rate rather than use their sick time. A faculty member is eligible to take medical leave intermittently or on a reduced-work schedule. The faculty member's department chair and dean should be consulted about, and should approve, the timing and scheduling of the leave.</p> <p>For information about Adjustment of Duties to take place before or after a medical leave, see Definitions of Terms.</p>	See Definitions of Terms , Military Leave Under USERRA. Leave and pay under PFMLA: up to 12 weeks for military exigency and up to 26 weeks of military caregiver at calculator rate. FMLA does not apply to first year (12 months) of employment. Please see paid leave available under family leave policy.	See Definitions of Terms , Jury Duty.	Upon chair and dean's approval
Professor of the Practice	Full-time (Benefits eligible)	1 Year +	Up to 20 weeks. Sick time used is replenished based on a rolling calendar year (one year from the time first used) Note: All leaves run concurrently as appropriate. PFMLA - 26 weeks max. in benefit year. FMLA covers twelve (12) weeks except for military caregiver of up to 26 weeks total leave in aggregate .	<p>Leave: Up to 12 weeks under PFMLA/FMLA. Pay: Tufts provides up to twelve (12) weeks paid parental leave (per rolling calendar year using available paid sick time) at the faculty member's full salary. Faculty can also choose to use the state's calculator rate rather than use their sick time (basic pay).</p> <p>For information about Teaching Relief to take place before or after a parental leave, see Teaching Relief.</p> <p>Parental leave may be taken intermittently or continuously within the first 12 months from the time of birth, adoption, or placement. The faculty member's department chair and dean should be consulted about, and should approve, the timing and scheduling of the leave. For information about Adjustment of Duties to take place before or after a parental leave, see Adjustment of Duties.</p>	<p>Leave: Up to 12 weeks under FMLA. Starting July 1, 2021, faculty will be eligible for a total of twelve (12) weeks under PFMLA. Pay: Tufts provides up to six (6) weeks of paid family illness leave (per rolling calendar year using available paid sick time) at the faculty member's full salary. Starting July 1, 2021, faculty will be eligible for a total of twelve (12) weeks under PFMLA. Faculty can choose to use their banked sick time to be paid their full salary for up to six (6) weeks. The second six (6) weeks is paid at the state's calculator rate (see <a href="https://calculator.digital.mass.gov/pfml/yourbenefits/">https://calculator.digital.mass.gov/pfml/yourbenefits/</a>). Faculty can choose not to use their paid sick time for any portion of the first six (6) weeks and be paid at the state's calculator rate (basic pay). A faculty member is eligible to take family illness leave intermittently or on a reduced-work schedule. The faculty member's department chair and dean should be consulted about, and should approve, the timing and scheduling of the leave.</p> <p>For information about Adjustment of Duties to take place before or after a family illness leave, see Adjustment of Duties.</p>	<p>Leave: Up to 20 weeks under PFMLA (12 weeks under FMLA). Pay: Tufts provides up to 20 weeks of paid medical leave (per rolling calendar year using available paid sick time). Available paid sick time will be applied toward the leave, otherwise the leave would be paid at the state's calculator rate (basic pay) (see <a href="https://calculator.digital.mass.gov/pfml/yourbenefits/">https://calculator.digital.mass.gov/pfml/yourbenefits/</a>) or unpaid if paid leave exhausted. LTD may be available after 20 weeks. Faculty can also choose to use the state's calculator rate rather than use their sick time. A faculty member is eligible to take medical leave intermittently or on a reduced-work schedule. The faculty member's department chair and dean should be consulted about, and should approve, the timing and scheduling of the leave.</p> <p>For information about Adjustment of Duties to take place before or after a medical leave, see Definitions of Terms.</p>	See Definitions of Terms, Military Leave Under USERRA. Leave and pay under PFMLA: up to 12 weeks for military exigency and up to 26 weeks of military caregiver at calculator rate. FMLA provides for same amount of leave. Please see paid leave available under family leave policy.	See Definitions of Terms , Jury Duty.	Upon chair and dean's approval

Appendix B SMFA Professor of the Practice Academic Leave Report Form

Please submit your leave report electronically within three months of returning to academic duties at the University after a leave to the Academic Dean.

**Name:**

**Rank:**

**Leave Type:**

**Semester/Year or Dates of Academic Leave :**

**Describe Leave Activities** (Overview of accomplishments and specific outcomes)