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PREAMBLE

The Union and the University value and respect the role of the part-time lecturers covered by this agreement as essential contributors to a learning community. Our relationship is characterized by a spirit of professionalism, collegiality, civility, and cooperation toward a common objective of providing an exceptional educational experience for the University's students.

We believe in effective communication, mutual respect, and meaningful involvement of part-time lecturers in working towards this common objective. The Union recognizes and supports the commitment of the University to provide the very best in educational opportunities to all students. The University recognizes and respects the Union's commitment to advocating for the interests of its members.

The nature of our relationship is reflected in our ongoing collaboration to resolve issues of mutual interest as well as differences as they arise. We are committed to resolving disputes through such collaborative processes and, when necessary, the grievance and arbitration procedure established in this Agreement, including its emphasis on informal resolution.

The University and the Union also agree that any public statements made during the term of this Agreement concerning any dispute or proceeding between the University and the Union will be consistent with the spirit of professionalism and civility that the parties have committed to maintain.

The parties are committed to promoting an awareness, understanding, and respect of diverse interests, opinions and experiences and recognize the value such diversity has in providing a high quality education to every student. A culture that encourages collaboration and respect is vital to a positive work environment conducive to the success of that the University's students and those who provide for their education.

Article 1 - Recognition and Bargaining Unit Description

Pursuant to the Certification of Representative issued by the National Labor Relations Board in Case No. 1-RC-109106, Tufts University (hereinafter referred to as the "University") hereby recognizes the Service Employees International Union Local 509, CTW, CLC, hereinafter referred to as the "Union," as the sole and exclusive collective bargaining representative of all part-time lecturers employed by the University's School of Arts and Sciences.

Excluded from the bargaining unit are all other part-time lecturers in the Athletics Department, the College of Special Studies, the Experimental College, the Jonathan M. Tisch College of Citizenship and Public Service, the Graduate School of Arts and Sciences, the School of Engineering, The Fletcher School, School of Dental Medicine, School of Medicine, Sackler School of Graduate Biomedical Sciences, Cummings School of Veterinary Medicine, Human Nutrition Research Center on Aging and Friedman School of Nutrition Science and Policy. Also excluded are all full-time lecturers, tenured or tenure-track faculty, visiting faculty, other professional and non-professional employees, graduate teaching assistants, graduate research assistants, post-doctoral students, confidential employees, Deans, Provosts, Department Chairs, and all other supervisory and managerial employees and guards as defined in the Act.

Article 2 - Management Rights

Section 1. All management functions, rights, and prerogatives, written or unwritten, which have not been expressly modified or restricted by a specific provision of this Agreement, are retained and vested exclusively in the University and may be exercised by the University at its sole discretion. Such management functions, rights, and prerogatives include, but are not limited to, all rights and prerogatives granted by applicable law; the right to generally determine and effect the University's mission, programs, objectives, activities, resources, and priorities; to establish and administer procedures, rules and regulations, and direct and control University operations; to alter, extend or discontinue existing equipment, facilities, and location of operations; to determine or modify the number, qualifications, scheduling, responsibilities and assignment of employees; to establish, maintain, modify or enforce standards of performance, conduct, order and safety; to evaluate, determine the content of evaluations, and determine the processes and criteria by which employees' performance is evaluated; to establish and require employees to observe University rules and regulations; to discipline or dismiss employees; to establish or modify the academic calendars, including holidays and holiday scheduling; to assign work locations; to schedule hours of work; to recruit, hire or transfer; to determine all matters relating to employee hiring, retention, and student admissions; to introduce new methods of instruction; to subcontract all or any portion of any operations; and to exercise sole authority on all decisions involving academic matters.

Section 2. Decisions regarding who is taught, what is taught, how it is taught and who does the teaching involve academic judgment and shall be made at the sole discretion of the University.

Section 3. The University, in not exercising any function hereby reserved to it in this Article, or in exercising any such function in a particular way, will not be deemed to have waived its right to exercise such function or preclude the University from exercising the same in some other way.

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

Article 3 - Equal Employment Opportunity and Non-discrimination

Section 1. It is the policy of the University not to discriminate on the basis of race, color, national or ethnic origin, age, religion, disability, sex, sexual orientation, gender identity and/or expression, genetic information, military or veteran status (special disabled veterans, disabled veterans and Vietnam-era veterans), or any other characteristic protected under applicable federal or state law. It is also a violation of University policy to retaliate against any individual for filing a complaint of discrimination or for cooperating in an investigation of alleged discrimination (protected activity). Unlawful discrimination has no place at the University and offends the University's core values which includes a commitment to equal opportunity and inclusion.

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

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

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

Article 4 - Union Security and Dues Deduction

Section 1. It shall be a condition of employment that all Faculty members covered by this Agreement who are members of the Union in good standing as of its effective or execution date, whichever is later, shall remain members in good standing, and those who are not members in good standing as of the effective or execution date of this Agreement, whichever is later, shall, on or after the thirtieth (30th) calendar day following the later of the effective or execution date, become and remain members in good standing of the Union, or in lieu of union membership to pay an agency fee. The amount of such agency fee shall be determined by the Union, in accordance with applicable law.

Section 2. It shall also be a condition of employment that all faculty members covered by this Agreement who are hired on or after its effective or execution date, whichever is later, shall, on or after the thirtieth (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.

Section 3. The Union may request that a Faculty member who fails to join the Union, maintain Union membership or pay a representation fee shall be dismissed. If the Union makes such a request, the Employer shall comply. Prior to any dismissal, the Faculty member shall be offered an opportunity within thirty (30) calendar days, following the written notification from the Union to the Employer requesting discharge, to pay the required dues, initiation fees and/or representation fees that have not been tendered. If the Faculty member fails to pay within that time period, and the Union so verifies, the University shall dismiss the faculty member, provided, however, that no such dismissal shall take effect during a semester in which the faculty member is teaching a course or courses. In such case, dismissal will be at the conclusion of the semester.

Section 4. The University further agrees to deduct voluntary contributions made by employees to the SEIU Local 509 Committee on Political Education (COPE) and to remit said contributions to the Union at the same time union dues and agency fees are remitted. Said contributions are strictly voluntary and can be in any amount as determined by the employee.

Section 5. Each payday, the University shall deduct from a faculty member's wages a sum of dues and/or fees owed the Union and authorized under the federal labor law, provided the faculty member has furnished the University a written assignment executed in accordance with law. The

Union will provide to the University a suitable form for the authorization of this payroll deduction and as to new Faculty, the University will include that form in his/her initial employment packet.

Section 6. The Union shall be ultimately responsible for obtaining executed written assignments from existing Faculty. However, the University shall cooperate with the Union in seeking compliance with this provision by notifying covered faculty at their time of hire of the existence of this agreement and by providing them with union membership and pay deduction materials supplied by the Union. Materials voluntarily completed by the faculty member and returned to the University shall be promptly remitted to the Union.

Section 7. Payment of Union dues and/or fees may be made via the check off procedure provided by this Article. It is agreed that the University shall assume no financial or other obligation arising out of the provisions of this Article. The Union hereby agrees that it shall indemnify, defend and otherwise hold the University harmless against any and all claims, demands, actions or proceedings by a lecturer arising out of or by reason of action the University takes pursuant to this Article.

Section 8. The Union shall be entitled to have payroll deductions for membership dues from any Union member in the unit who indicates in writing that s/he wishes such deductions to be made.

Section 9. The Union shall establish and certify in writing to the University Office of Human Resources the amount of dues. The payroll deduction authorization form shall also be provided by the Union to the University.

Section 10. Each pay day, the University shall deduct from the paycheck of each bargaining unit member the dues and/or fees owed to the Union, provided the faculty member has furnished the University a written assignment executed in accordance with law.

Section 11. On or about the 15th of the month following the deductions, monies so deducted by the University shall be transmitted by mail or electronically to the Union Treasurer or other Union designee. Such deductions shall continue until instruction to cease payroll deductions is given in writing by the lecturer to the University Office of Human Resources.

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

Section 13. The Union may report missing or incorrect deductions as they become known. In the event that a payroll deduction for a faculty member is processed incorrectly, the University will correct the error in the next pay period after being informed of the error by either the lecturer or the Union. Should the University fail to make the above deduction notwithstanding its receipt of a valid written authorization, the University shall be liable to the Union for the amount thereof forty eight (48) hours after receipt of written notice by the Union of the amount due. This shall

not constitute a waiver of the right of the University to collect or recover the monies directly from the faculty member.

Article 5 - Union Rights

Section 1. Outside representatives of the Union shall have reasonable access to the University's facilities for the transaction of necessary Union business relating to this Agreement so long as normal business and classroom activities are not disrupted or attempted to be disrupted. The Union agrees to comply with all University regulations and policies regarding the use of University facilities, including following proper procedures for reserving meeting rooms.

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

Section 3. By October 15 of each year, the Union shall provide a list of those part-time faculty who will represent the unit in the adjustment of grievances, the processing of any disciplinary appeals, and in meetings with a grievant or University representative, as well as in attending to other matters relating to the administration of this Agreement. Such list will be periodically updated as needed.

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

Section 5. The Union shall be permitted to post notices pertaining to legitimate and appropriate union interests on designated University bulletin boards. The Union shall monitor the bulletin boards and shall promptly remove inappropriate or outdated material. The Union agrees that it will not post materials derogatory to the administration.

Article 6 - Academic Freedom and Faculty Rights

Section 1. Academic Freedom

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

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

When a faculty member speaks or writes as a citizen, the faculty member should be free from institutional censorship or discipline, but the faculty member's special position in the community imposes special obligations. A faculty member should remember that the public may judge the profession and the institution by his/her utterance. Hence, the

faculty member should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he/she is not an institutional spokesperson.

Section 2. In the classroom, a faculty member's pedagogy shall be guided by the course description and syllabus, requirements of effective teaching, adherence to academic and professional standards, and encouragement of the spirit of inquiry among students.

Section 3. Faculty members will follow the University's policy on plagiarism and the student code of conduct and other rules and regulations governing students' and faculty members' work expectations.

Section 4. If there is a standard course syllabus, a faculty member who is teaching a course for the first time at the University shall receive from the Dean/Department Chair/Program Director, or designee, within a reasonable time before the beginning of his or her teaching assignment, a copy of the standard course syllabus to be used in the course.

If there is no standard course syllabus, or if the faculty member believes that the standard course syllabus should be modified, then the faculty member may discuss such changes or proposed new syllabus with the Department Chair or Program Director.

Section 5. No faculty member will be disciplined for following established university policies.

Section 6. To the extent a department has particular written expectations on course syllabi, teaching and grading responsibilities, student assignments or other expectations, such written expectations will be made available to the faculty member before the beginning of the course.

Section 7. Faculty members may be given opportunities to teach a variety of courses, including elective, required and core courses.

Article 7 - Bargaining Unit Information

Section 1. By October 15 of each academic year, the University will provide the Union with the following information regarding bargaining unit members:

- a. Name, home address, phone number, University email, employee id number;
- b. Semester first taught at the University;
- c. Length of individual contract;
- d. Faculty rank;
- e. All courses assigned to the faculty member for the Fall semester and the department from which the courses are offered;
- f. The salary for the course;

- g. All courses assigned and canceled, including the faculty member assigned to the course, the department from which the course was offered and the reason the course was canceled.

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

Section 2. The University will provide an updated list following the closure of the add/drop period for the Spring semester and for the Summer semester(s).

Article 8 - Grievance and Arbitration

Section 1. A grievance within the meaning of this Agreement shall be any dispute concerning the interpretation, application or claimed violation of a specific term or provision of this Agreement.

Section 2. A prompt and efficient method of settling grievances, as herein defined, is both desirable and necessary. This is the sole and exclusive procedure for the resolution of grievances under this Agreement. Moreover, notwithstanding the availability of the formal procedures of this Article, it is agreed that an informal resolution of any dispute is desirable. The parties agree that such informal resolution shall occur, if possible, by direct discussion between the Union and the University.

Section 3. General Provisions

- a. Any reference to "days" shall mean calendar days, unless otherwise specified. However, "days" shall not include the period between the university's commencement and the first day of class in the fall semester or the period between the last day of class in the fall semester and the first day of class in the spring semester.
- b. The filing or pendency of a grievance under the provisions of this Article shall not prevent the University from taking the action complained of, subject, however, to the final decision of the arbitrator.
- c. Failure by the Grievant to comply with the time limitations of Step 1 shall preclude any subsequent filing of the grievance.
- d. All time limits herein may be extended by mutual agreement expressed in writing.
- e. Unless the parties have agreed in writing to a specific extension of time, any grievance or demand for arbitration which is not filed at each step within the time limits contained herein shall be deemed waived and there shall be no further processing of the grievance or any arbitration thereon.
- f. Failure by the University at any step to communicate its response within the specified time limits shall permit the Grievant to proceed to the next step.

- g. Any grievance filed by the Union on behalf of two or more faculty members, may be initiated at Step 2. Additionally, as to any other grievance, the parties may proceed initially at Step 2 if by mutual agreement, in writing.

Section 4. An aggrieved faculty member or the Union shall present a grievance within twenty-one (21) days after the grievant became aware of, or reasonably could have known about, the action being contested. The grievance must be reduced to writing and must specify the nature of the grievance, the provision(s) of this Agreement at issue, and the relief requested.

Section 5. If a grievance involves allegations that the University has discriminated on the basis of race, color, national or ethnic origin, age, religion, disability, sex, sexual orientation, gender identity and expression, veteran status (special disabled veterans, disabled veterans and Vietnam-era veterans), or any other class protected under University policy or applicable law, it will be processed through the procedures of the University's Office of Equal Opportunity (OEO). The matter will be investigated and the University shall make final determination on whether or not discrimination has occurred and take any necessary action. If the Union is dissatisfied with the University's final actions, the Union may take the matter to mediation and arbitration by serving notice in accordance with this Article.

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

Step 1 The faculty member shall file the grievance with his/her Department Chair or Program Director. The Chair or Program Director shall meet with the faculty member and/or Union within ten (10) days of receipt of the grievance to discuss the grievance. The Chair or Program Director shall write an answer within ten (10) days of the meeting. In the event an individual faculty member and the University settle a dispute without the written and express agreement of the Union, that settlement will not create a precedent for either party in the interpretation or application of this Agreement.

Step 2 If the grievance is not resolved at Step 1, the Faculty member may request that the Union appeal the grievance to Step 2. If the Union deems the grievance to be meritorious, it may file the Step 2 grievance with the Dean of Academic Affairs or his/her designee within fourteen (14) days of receipt of the Step 1 response, or within fourteen (14) days of the deadline for the Step 1 response, if none was received. If the grievance is filed within the time limits, the Dean or his/her designee shall conduct a meeting for the purpose of attempting to resolve the grievance. If the grievance is not resolved at this meeting, the Dean or his/her designee shall respond to the Union in writing within fourteen (14) days of the meeting. If the Dean or his/her designee fails to respond within fourteen (14) days of the meeting, the grievance may proceed to Step 3.

Step 3 A grievance not resolved at Step 2 may be appealed in writing by the Union to the Dean of the School of Arts and Sciences or his/her designee within fourteen (14) days of receipt of the Step 2 response, or within fourteen (14) days of the deadline for the Step 2 response, if none was received. A meeting for the purpose of attempting to resolve the grievance shall be held at this Step. If the grievance is not resolved at this meeting, the

Dean or his/her designee shall respond to the Union in writing within fourteen (14) days of the meeting.

Mediation

A grievance not resolved at Step 3 may be processed to mediation by the Union by giving written notice to the University within twenty-one (21) days of the Step 3 response, or within twenty-one (21) days of the deadline for the Step 3 response, if none was received. Only the Union may process a grievance to mediation. In such a case, the parties will attempt to agree upon a mediator, but if they cannot do so within twenty-one (21) days of the notice of mediation, they will agree to use the Federal Mediation and Conciliation Service and its procedures. Once appointed, the mediator and the parties shall mutually agree upon a date for mediation and will endeavor to resolve the grievance at that meeting.

Arbitration

A grievance not resolved in mediation may be appealed to arbitration by the Union by giving written notice to the University within twenty-one (21) days of the last mediation session. Only the Union may process a grievance to arbitration.

In such a case, the parties will attempt to agree upon an arbitrator. However, if they cannot agree, then, within fourteen (14) days of the Union's notice of appeal to arbitration, the Union will request a list from the American Arbitration Association and selection shall be made in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.

1. Arbitration will be conducted in accordance with the Rules of the American Arbitration Association.
2. Each party shall bear the expense of preparing and presenting its own case. The compensation and expenses of the Arbitrator shall be borne equally by the parties.
3. The fees and expenses of the arbitrator, and the cost of any hearing transcript, shall be borne equally by the Union and the University.
4. Unless otherwise mutually agreed, each arbitration hearing shall deal with no more than one (1) grievance.
5. The Arbitrator shall have no power to add to, subtract from, modify or disregard any of the provisions of this Agreement. The arbitrator shall have no jurisdiction or authority to issue any award changing, modifying or restricting any action taken by the University on matters committed to the University's discretion under Article 2 (Management Rights) which are not further abridged by other terms of this Agreement.

6. The decision of the Arbitrator shall be final and binding on the parties, although each side retains whatever rights it has under state or federal law to challenge the decision and award.

Section 7. If a faculty member must miss a class because he/she is required to attend an arbitration, there will be no loss of compensation from the University for that faculty member. The faculty member shall be responsible for scheduling a make-up class or arranging, sufficiently in advance of the scheduled class, for a suitable replacement to teach the class who is acceptable to the Department Chair or immediate supervisor. Such replacement approval shall not be unreasonably denied.

Section 8. All time limits herein may be extended by mutual agreement expressed in writing. Unless the parties have agreed in writing to a specific extension of time, any grievance or demand for arbitration which is not filed at each step within the time limits contained herein shall be deemed waived and there shall be no further processing of the grievance or any arbitration thereon.

Article 9 - Access to Services – Departmental Support

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

Section 2. Any written departmental Mission Statements, faculty handbooks, guidelines or procedures, to the extent they exist, shall be made available to the faculty member before the beginning of the course, with updates as available.

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

Section 4. All proposed course-related field trips must be approved in advance by the relevant department or program chair, and if approved, faculty members must abide by applicable guidelines and policies relating to such field trips. If a faculty member receives written authorization to cover the costs of the approved field trip or similar expenses, he/she will be promptly reimbursed, upon submission of a receipt or other documentation of the expense.

Section 5. To the extent available, faculty members shall have access in the Department to computers with Internet access, printers, photocopying, tech support and clerical/administrative support in order to prepare for classes and serve students. Faculty members who teach after 5pm and on weekends will have access to office facilities and services in order to prepare for classes.

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

Section 7. Faculty members shall have access to email and free wifi for the term of their appointment, and will not lose such access between semesters, unless notified of non-reappointment pursuant to Article 11 Appointments and Reappointments.

Section 8. Faculty members shall have access to appropriate space to prepare for class, meet with and advise students, including private space when necessary. This should not be construed, however, as requiring private offices for faculty members. Prior to any decisions made at the departmental or college level related to the allocation of office space, the Chair, Program Director or Coordinator shall meet with affected faculty members to discuss proposed changes and possible alternatives.

Section 9. Faculty members shall have full access to library services for the term of their appointment, and will not lose such access between semesters, unless notified of non-reappointment pursuant to Article 11 Appointments and Reappointments.

Section 10. Part-time faculty will be welcome to participate in available training and/or guidance in teaching methods and grading criteria, curriculum development, assistance in understanding the learning styles and expectations of the Tufts University student body provided by the Center for Excellence in Learning and Teaching, as well as the annual University teaching and faculty development conference. Part-time faculty members shall have the opportunity to apply for grants made available to full-time faculty to the extent that they have been allowed to prior to the execution of this Agreement.

Article 10 - Workload

Section 1. Faculty members are expected to be familiar with and abide by all written policies and procedures of the department, program, School and University. This includes the Faculty Handbook to the extent that it applies to part-time faculty members.

Section 2. The workload of part-time faculty members includes the effective teaching of the courses assigned to them in accordance with any departmental, program or University guidelines, and their availability to students for course consultation through posted office hours and email communication. In conducting their classes faculty members shall communicate the educational goals and objectives of each course as set forth in the approved course description and syllabus, and then meet those goals and objectives during the semester.

Section 3. Faculty are expected to engage in on-going consultation with the Department Chair, Program Director or Coordinator as may be appropriate regarding the integration of the course taught into the department's curriculum and any related matters.

Section 4. Faculty members are responsible for the maintenance of good order and the observance of all University rules, regulations and policies regarding students.

Section 5. Faculty members shall submit to their department administrator prior to the first scheduled day of classes, a copy of written course syllabi for each course being taught.

Section 6. A summary of the course content and the basis for grading must be included in the course syllabus.

Section 7. Faculty members shall meet classes on time, hold classes for the full period except in the event of an emergency or as an approved practice by the Department or Program Chair, and evaluate academic performance fairly and reasonably.

Section 8. The time and/or location of each course may not be changed by faculty without prior notification to and approval by the Department Chair or designee and Registrar.

Section 9. Faculty members will submit grades to the Registrar or other appropriate office by the Registrar's deadlines.

Section 10. Faculty members shall report promptly to their Academic Dean, Department Chair/Program Director/ Coordinator and the Dean of Students matters requiring potential academic or non-academic disciplinary action against students under applicable University or School policies and procedures relating to academic integrity and codes of conduct, and shall participate or cooperate, as appropriate, in any resulting disciplinary proceedings in accordance with those policies and procedures.

Article 11 - Appointments and Assignments

Appointments

Section 1. All appointments and assignments will be made by the Dean, or by another appropriate administrator of the University, following the recommendation of the Department Chair or Program Director. Except as otherwise provided herein, appointments shall be made on a semester or academic year basis and shall be limited in duration to the particular semester or academic year for which the faculty member is retained.

Section 2. Normally, the University will appoint a part-time faculty member to a term of one academic year. However, the University shall retain the right to determine whether to hire a part-time faculty member for a limited duration of one semester in order to cover a sabbatical, leave of absence or for other legitimate reasons to meet departmental or program needs.

Section 3. Except as otherwise specifically provided for in this Agreement, no appointment shall create any right, interest or expectancy in any further appointments beyond its specific term.

Section 4. For those faculty members with four or fewer years of service, the University shall decide in its discretion whether or not to offer another appointment to such faculty member for another academic year or semester. If the University decides not to offer another appointment, no formal notice of non-reappointment will be required. Such decisions shall not be subject to the grievance and arbitration procedure, except as otherwise provided in this article for those faculty who are not reappointed following their fourth year review.

Section 5. Faculty in their fourth year of service

- a. A faculty member who is in his/her fourth consecutive academic year of University service will undergo a comprehensive evaluation in the spring semester of that fourth year, as delineated elsewhere in this Agreement, to aid the University in determining whether or not to reappoint such faculty member.
- b. If the faculty member is reappointed following such comprehensive evaluation, s/he will receive an appointment for two (2) years. If the faculty member is not reappointed in that fourth year, s/he will receive written notice of that decision by June 1 and will be separated from the University upon completion of his/her final semester of work.

Section 6. Faculty in their sixth year of service

- a. A faculty member who is in his/her sixth consecutive academic year of University service will undergo a comprehensive evaluation in the spring semester of that sixth year, as delineated elsewhere in this Agreement, to aid the University in determining whether or not to reappoint such faculty member.
- b. If a faculty member is reappointed in his/her sixth year following such comprehensive evaluation, s/he will receive another appointment for two (2) years. If the faculty member is not reappointed in that sixth year, s/he will receive written notice of that decision by June 1 and will be separated from the University upon completion of his/her final semester of work.

Section 7. Faculty in their eighth (and subsequent) years of service

- a. A faculty member who is in his/her eighth consecutive academic year of University service as a part-time faculty member will undergo a comprehensive evaluation in the spring semester of that eighth year, as delineated elsewhere in this Agreement, to aid the University in determining whether or not to reappoint such faculty member. If the faculty member is reappointed following such comprehensive evaluation, s/he will receive an appointment for three (3) years.
 - i. If the faculty member is not reappointed in that eighth year, s/he will receive written notice of that decision by June 1 and will be separated from the University upon completion of his/her final semester of work.
 - ii. In limited cases where the faculty member's performance has not been sufficiently satisfactory, the Dean may offer a one- or two-year appointment instead of a three-year appointment or non-reappointment. A faculty member who is given such a one- or two-year appointment will be eligible to be reviewed for a three-year appointment at the end of such one- or two-year appointment.

- b. Another comprehensive evaluation will be performed during the spring semester of the last year of each subsequent appointment to aid in determining whether or not to reappoint the faculty member to another three-year appointment.
 - i. If the faculty member is not reappointed, s/he will receive written notice of that decision by June 1 and will be separated from the University upon completion of his/her final semester of work.
 - ii. In limited cases where the faculty member's performance has not been sufficiently satisfactory, the Dean may offer a one- or two-year appointment instead of a three-year appointment. A faculty member who is given a one- or two-year appointment will be eligible for a three-year appointment at the end of the one- or two-year appointment.

Section 8. Setting annual course assignment for three-year appointments

- a. Once a faculty member is given a three-year appointment, her/his course load for the three-year appointment will be set by taking the average number of courses s/he taught per year for the previous three (3) years and rounding up or down. However, this number may be reduced in the administration's reasonable discretion under the following circumstances:
 - i. There has been or there is an anticipated elimination or downsizing of a department or program; or a reduction in the number of courses or sections offered; or other general curriculum modifications or needs.
 - ii. The hiring of a full-time faculty member or professional staff member, or a spousal hiring, or the reassignment of course work to current full-time faculty members or professional staff, that has the effect of reducing the need for a part-time faculty member's services.
 - iii. The hiring of a Professor of the Practice.
- b. Where a faculty member was previously benefit-eligible, and has courses reduced as a result of actions taken under Section 8 (a) above, such faculty member will maintain health insurance benefit continuation of twelve (12) months if they elect COBRA benefits and pay the employee portion of the cost of such insurance and the administrative fee associated with the benefit extension. Any COBRA continuation coverage shall be subject to the terms and conditions of the University's insurance plans and applicable law.
- c. Once the course guarantee number is finally determined, s/he will be guaranteed the same number of courses for each of the three years of the appointment period.

- d. Nothing shall preclude the University from offering additional courses beyond the guaranteed number; however, the faculty member shall be under no obligation to accept the additional course work.
- e. Following completion of the first three-year appointment, then the faculty member will receive no less than the same number of guaranteed courses as in the previous three-year appointment, unless reduced based on the factors in section 8 (a)(i-iii) above.

Section 9. Implementation of multi-year appointments:

- a. For purposes of implementing this Article, all faculty who currently have fifteen (15) or more years of teaching experience at the University shall be given a comprehensive review in AY 2014-15 only if, in the judgment of the Dean, there is a reasonable basis for doing so based upon the faculty member's performance or conduct as demonstrated by student course evaluations and/or other performance evaluations and/or complaints in previous academic years. If the review is satisfactory, such faculty member shall be given a three (3)-year appointment beginning in AY 2015-16. If the Dean determines that no comprehensive review is needed for a faculty member, then s/he shall be given a three (3)-year appointment beginning in AY 2015-16. The Dean's determination as to whether or not a comprehensive review is needed is not subject to the grievance and arbitration procedures of this Agreement.
- b. Faculty who have at least six (6) but less than fifteen (15) years of University service at the time of ratification of this Agreement shall be given a comprehensive review in AY 2014-15 only if, in the judgment of the Dean, there is a reasonable basis for doing so based upon student course evaluations and/or other performance evaluations and/or complaints in previous academic years. If the review is satisfactory, such faculty member shall be given a two (2)-year appointment beginning in AY 2015-16. If the Dean determines that no comprehensive review is needed for a faculty member, then she/he shall be given a two (2)-year appointment beginning in AY 2015-16. The Dean's determination as to whether or not a comprehensive review is needed is not subject to the grievance and arbitration procedures of this Agreement.
- c. For purposes of the implementation of this collective bargaining agreement only and not for future two-year appointments, faculty who fall under Section 9 (b) of the Appointment and Assignment Article and receive two-year appointments will have the same rights under sections 8, 16 and 21 of that Article as faculty who fall under Section 9 (a) of that same Article who receive three-year appointments.

Section 10. Nothing herein shall entitle a faculty member to be assigned a particular course or courses.

Section 11. A decision to not reappoint a faculty member in his/her fourth year, sixth year or eighth year, or subsequent decisions to not reappoint a faculty member at the end of his/her multi-year appointment may be based on any of the following considerations:

- a. The faculty member's teaching performance;
- b. The faculty member's disciplinary record;
- c. 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;
- d. The hiring of a full-time faculty member or professional staff member, or a spousal hiring, or the reassignment of course work to current full-time faculty members or professional staff, that has the effect of reducing the need for a part-time faculty member's services;
- e. Serious financial considerations that warrant reduction in teaching staff. The Union may request effects bargaining for faculty not reappointed under this section.

Section 12. Non-reappointment based on factors in Section 11 (c), (d) and (e) is at the University's sole discretion and shall not be grievable, except that it is provided that for faculty in their fourth or subsequent year of service, when the factors below are relatively equal, the faculty selected for non-renewal under Section 11 (c), (d), or (e) will be determined by seniority.

- a. The credentials and qualifications (including sub-specialties and areas of particular expertise) of current part-time faculty members compared to other university faculty and professional staff and other available faculty from outside the university;
- b. The teaching experience of current part-time faculty members compared to other university faculty and professional staff and other available faculty from outside the university;
- c. The evaluations and work performance of the part-time faculty members;
- d. Scheduling considerations.

Section 13. The University agrees that any faculty member who is not given a multiyear appointment due to performance-related reasons may grieve such decision under the Grievance and Arbitration Procedures under the standard of whether the University acted arbitrarily or capriciously.

Section 14. The University also agrees that a faculty member who is terminated prior to the expiration of any appointment for misconduct or failure to abide by department, School or University policies and procedures may grieve the termination under the Grievance and Arbitration Procedure under the standard of just cause.

Section 15. The University shall notify the Union prior to creating and posting or advertising for a full-time lecturer position, or otherwise appointing a full-time faculty member.

- a. The University and the Union through their designees shall meet to discuss the possible effect of the full-time hire on part-time faculty members and, if possible, consider ways to minimize the effect of the full-time lecturer hiring on the part-time faculty members.

- b. However, in the event that the hiring of a full-time faculty member or professional staff member, or a spousal hiring, or the reassignment of course work to current full-time faculty members or professional staff ultimately results in the non-reappointment of any part-time faculty member with at least five (5) years but less than nine (9) years of service to the University, that part-time faculty member shall receive a one-time severance pay of \$500 times the number of full years' of University service as a part-time faculty member. If the lecturer's last appointment included three (3) or more courses for the academic year, the lecturer will receive a one-time severance pay of \$750 times the number of full years' of University service as a part time faculty member.
- c. Part-time faculty members with nine (9) or more years of service shall receive a one-time severance pay \$500 times the number of full years' of University service as a part- time faculty member. If the lecturer's last appointment included three (3) or more courses for the academic year, the lecturer will receive a one-time severance pay of \$750 times the number of full years' of University service as a part-time faculty member. In addition, a part-time faculty member with nine (9) or more years of service as a part-time faculty member, and who is otherwise eligible for benefits at the time of non-reappointment, will also receive group health insurance benefit continuation of twelve (12) months if they elect COBRA benefits and pay the employee portion and administrative fee associated with the benefit extension. Any COBRA continuation coverage shall be subject to the terms and conditions of the University's insurance plans and applicable law.
- d. The Union agrees that no further effects bargaining will be necessary.

Course Assignments

Section 16. All appointments may include a varying number of assignments based on a consideration of the criteria set forth in section 19 below. However, faculty on three-year appointments will be guaranteed a certain number of courses per year for each year of their three-year appointments pursuant to Section 8 above.

Section 17. Part-time faculty members shall be given the opportunity to give input to the department on what courses s/he would like to teach and shall also indicate to their Department Chair or designee their availability to do so as to days of the week and times of the day. In such discussions, the part-time faculty member may discuss with the Chair or designee his or her qualifications to teach courses offered by the department. Departments may discuss with the faculty members tentative assignments as soon as courses for the fall or spring are decided upon. However, the University shall formally notify the faculty member of his/her course assignments in writing no later than July 1 for the fall semester and December 1 for the spring semester. Nothing in this article shall preclude faculty members from being offered additional courses after July 1 for the fall semester or after December 1 for the spring semester.

Section 18. A part-time faculty member who is provided notice of course assignments for a semester shall notify the University of the acceptance of the assignment(s) within two (2) weeks of receiving notice of assignment, provided that, if a faculty member has provided notice to the Dean and the Department Chair that the faculty member will be unreachable for a specified

period of time, the faculty member shall provide notice of acceptance of the assignment within one (1) week of the specified date on which the faculty member will be available.

Section 19. Each semester, the University shall determine the courses which need to be filled by part-time faculty and when such courses shall be scheduled. The University shall consider the following factors (not necessarily listed in priority order) in deciding how many course assignments an appointed faculty member will receive:

- a. The credentials and qualifications (including sub-specialties and areas of particular expertise) of current part-time faculty members compared to other University faculty and professional staff and other available faculty from outside the University;
- b. The teaching experience of current part-time faculty members compared to other University faculty and professional staff and other available faculty from outside the University;
- c. The evaluations and work performance of the part-time faculty members;
- d. The availability and preferences expressed by the part-time faculty members to the Department Chair/Program Director/Coordinator;
- e. The needs of the department, program, School and University.
- f. Seniority.

When such factors are deemed relatively equal, faculty in the third salary step shall have priority for course assignments, and within that third step, if the above factors are relatively equal, then senior faculty will have priority for course assignments.

Section 20. Seniority shall be defined as the continuous length of service in which a part-time faculty member has taught at least one course in each academic year from the original date of hire at the University. Approved breaks in service for leaves of absence shall not result in loss of seniority provided such leaves do not exceed one year.

Section 21. If a part-time faculty member's assigned course is cancelled due to insufficient enrollment or other reasons following the formal notice dates in section 17 above, the department shall notify the faculty member. In such cases, the part-time faculty member shall be offered an available alternative course that the faculty member is qualified to teach and that has not been assigned to another part-time faculty member. If no other course assignment can be made and the course is finally cancelled, however, the faculty member shall be paid a seven hundred and fifty dollars (\$750) cancellation fee. A faculty member on a three-year appointment, however, shall be assured full compensation for the guaranteed number of courses set forth in his/her appointment.

Section 22. Where a faculty member is contracted to teach a number of courses in one year which would otherwise provide the faculty member with benefit-eligibility in that year, the

cancellation of a course under section 21 will not affect the faculty member's benefit eligibility for that year.

Section 23. Course assignments to a part-time faculty member cannot exceed five (5) in a given academic year. In exceptional circumstances, and with the approval of the Dean, a department may offer a part-time lecturer a sixth course in a given academic year.

Article 12 - Evaluations

Section 1. Regular Annual Review. The Department Chair, Program Director, Language Coordinator or designee has overall responsibility for the regular annual evaluation of faculty members. This may include, but not be limited to, the following:

- a. Reviewing all student evaluations, syllabi and applicable course materials, examining assessment methods, and observing teaching to evaluate teaching effectiveness. The Chair, Director, Coordinator or designee may also take into consideration any student complaints and commendations, both written and oral, about a faculty member's performance.
- b. Student Evaluations: Every faculty member shall be evaluated by students in each class each semester, using University-approved course evaluation processes and forms. Departments may use different course evaluation forms, provided they have been approved by the Dean. At the end of each semester, the Department Chair, Director, Coordinator or designee will review the course evaluations and shall provide feedback to the faculty member if there is evidence of unsatisfactory teaching performance.
- c. In order to assess teaching effectiveness, the Department Chair, Director, Coordinator or designee may also visit the classes of any faculty member under his/her supervision at any time and as he/she deems appropriate. Normally, this will be done no more than once a year. The date and time of the classroom observation shall be decided in advance by mutual agreement between the Chair, Director or Coordinator and the faculty member. The Chair, Director, Coordinator or designee, shall write a summary of any classroom visit and shall meet with the faculty member in order to provide a copy of the written summary and review his/her observations. The part-time faculty member may request an additional classroom observation by a different member of the faculty, and such request shall not be unreasonably denied. The faculty member is free to add his/her own comments about the observation summary. Such summary by the Chair, Director, Coordinator or designee, as well as any comments by the faculty member, shall become part of the faculty member's personnel file.
- d. Faculty members on two- or three-year appointments will not be reviewed annually but will undergo comprehensive evaluations under section 2 below in the final year of their appointment. However, the Department Chair, Director, or Coordinator will still review student evaluations each semester for such faculty members per Section 'b' above and still maintain the right at any time to visit the classroom of such faculty members per the provisions of Section 'c' above.

Section 2. Formal Reappointment Comprehensive Review. In the spring semester of the faculty member's fourth year, sixth and eighth year and in the spring semester of the last year of any multiyear appointment, the faculty member shall undergo a comprehensive evaluation that will aid in determining whether or not to reappoint the faculty member to a multiyear appointment. Such evaluation may include the following basic provisions:

- a. In a manner to be determined by each department, a faculty peer review committee will review the faculty member and write a comprehensive report.
 - i. Members of the committee will consist of full-time faculty of the department, but may, in the department's discretion, also include part time-faculty members. One member of the committee will be the department chair, program director or coordinator.
 - ii. In order to assess teaching effectiveness, a member of the committee may observe the faculty member in class as part of this review. The date and time of the classroom observation shall be decided in advance by mutual agreement between the committee member(s) and the part-time faculty member. The committee member(s) who observes a class shall write a summary of any classroom visit and shall meet with the part-time faculty member in order to provide a copy of the written summary and review his/her observations. The part-time faculty member may request an additional classroom observation by a different faculty member; such request shall not be unreasonably denied.
 - iii. The part-time faculty member is free to add his/her own comments about the observation summary.
 - iv. The committee may also review all previous student evaluations, syllabi and applicable course materials and exam assessment methods. The committee may also take into consideration any student complaints and commendations about a faculty member's performance.
- e. The committee will vote on whether or not to recommend that the faculty member be reappointed and shall write a supporting evaluation. The committee's evaluation and recommendation will be forwarded to the Dean. The faculty member under review will be given a copy and is free to comment on the evaluation and recommendation. Such evaluation and recommendation, as well as any comments by the faculty member, shall become part of the faculty member's personnel file.
- f. Following receipt of all the written evaluations and recommendations, and any comments by the faculty member under review, the Dean shall decide whether or not the faculty member shall be reappointed.

Section 3. All evaluations shall be in conformity with department, School and University standards, practices and criteria. The Department Chair shall meet with part-time faculty

members to discuss the department's policy regarding this Article prior to implementing any changes to current policy.

Article 13 - Discipline and Discharge

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

Section 2. Discharge for purposes of this Agreement shall mean the termination of a faculty member's appointment prior to the expiration of that appointment. Discharge does not include the non-reappointment of a faculty member nor does it mean the failure to offer an appointment to a faculty member.

Section 3. It is understood that the University, in addition to issuing disciplinary action, may also include with such discipline reasonable remedial measures, when appropriate, with which the faculty member must comply, provided the remedial measures are rehabilitative rather than punitive.

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

Section 5. At the discretion of the Dean of the School, a faculty member may be placed on paid administrative leave to permit the University to investigate potential or alleged misconduct that may result in discipline. Being placed on paid administrative leave is not itself a disciplinary action.

Section 6. A faculty member may request that a Union representative be present at any investigatory meeting that the faculty member reasonably believes may lead to discipline and/or at a meeting where discipline is to be administered. Such requests shall not unreasonably denied.

Article 14 - Open Full-Time Lecturer Positions

Section 1. Openings for full-time lecturer positions will be posted and advertised in accordance with normal University procedures and policies. In addition, part-time faculty members shall be notified by their Department Chair via department posting or other means whenever an open full-time lecturer position is available for their department.

Section 2. The University shall notify the Union prior to creating or advertising for a full-time lecturer position, as provided for in the Appointments Article of this Agreement.

Section 3. Part-time faculty may apply for an open full-time lecturer position and will be given the same good faith consideration as other candidates provided they meet the minimum qualifications of the position. Any part-time faculty member who applies for such position and meets the minimum qualifications for the position will be guaranteed an interview during the hiring process.

Section 4. In the event that a part-time faculty member applies for but does not receive an appointment to the open full-time lecturer position, the part-time faculty member may request a meeting with the Dean of the School of Arts and Sciences or his/her designee within seven (7) of the announced hiring of the full-time lecturer. The meeting shall occur as soon as practicable but no later than 30 days after the request. At the meeting, the part-time faculty member may inquire, and the Dean or his/her designee will provide reasons, why the newly hired full-time lecturer was hired instead of the part-time faculty member. Neither the Union nor the part-time faculty member may file a grievance over this decision.

Article 15 - Salary Compensation

Section 1. The per-course rates of pay and regular increases in compensation, except as modified below in Section 4 or Section 5, that part-time faculty shall be paid during the term of this Agreement are in Appendix A and incorporated herein by reference.

When courses are taught on a team teaching basis, payment to each faculty member will be on a pro rata basis of the full course rate. Faculty teaching less than a one credit course shall be paid on a pro rata basis of the full course rate. Any faculty member who is teaching less than a one credit course and whose course rate is off step at the ratification of this agreement will either receive an increase of a pro rata amount of \$300 per course based on the credit percentage allocated to the course taught up to 100% (i.e., 50% = \$150, 75% = \$225, etc.) or will move to the appropriate step on a pro rata basis per course, whichever is greater, on the dates listed in Section 4 below. Faculty teaching on a team teaching basis or partial credit courses will move along the steps just as other faculty teaching full credit courses.

Section 2. Any faculty member who has completed four (4) consecutive academic years of service and is hired for subsequent semesters at the University will be placed at Step 2.

Section 3. Any faculty member who has completed eight (8) consecutive academic years of service and is hired for subsequent semesters at the University will be placed at Step 3.

Section 4. Each faculty member who is in a department or program listed in Group 3 in Appendix A shall be paid an additional three hundred dollars (\$300.00) per course at the beginning of the first payroll period of the following semesters:

Spring Semester 2015
Fall Semester 2015
Fall Semester 2016

Such Faculty members shall receive such increases in addition to any step increases pursuant to Section 2 and Section 3 above.

Section 5. Each faculty member who is in a department or program listed in Group 1 or Group 2 in Appendix A and is “off-step” or paid above Step 3, shall either move to the appropriate step or be paid an additional three hundred dollars (\$300.00) per course, whichever is greater, at the beginning of the first payroll period of the following semesters:

Spring Semester 2015

Fall Semester 2015

Fall Semester 2016

Section 6. It is understood that during the life of this Agreement the student credit value for Ger/Russ/Asian/Lang/Lit, Romance Languages, lab courses and recitation courses may be increased. However, it is understood that, if such adjustment is made, the base rates for these courses will not be further adjusted.

Section 7. The primary obligation of part-time faculty is teaching. There may be occasions, however, where the department chair or designee asks the part-time faculty member to undertake a voluntary assignment in addition to teaching. If the faculty member chooses to undertake the assignment, the department chair will determine in his/her discretion the appropriate compensation for such work. The faculty member shall be under no obligation to take such assignment, except that the following rates for the additional assignments listed below shall continue for the term of this Agreement:

| | |
|--|----------|
| Masters/Senior Honors Thesis Advisor (2 Semesters) | \$500.00 |
| Masters/Senior Honors Thesis Second Reader (2 Semesters) | \$250.00 |
| Senior Project Advisor or Independent Study Advisor (1 Semester) | \$250.00 |
| Second Reader on One-Semester Project | \$250.00 |

Section 8. Faculty will be paid through direct deposit on a bi-weekly basis in accordance with the University's normal business operations for teaching and any other compensable duties s/he performed, provided the faculty member has submitted to the University, in a timely fashion, all documentation or information necessary for the processing of said payment.

Article 16 – Benefits

Section 1. Part-time faculty members with at least a half-time two-semester appointment or greater (three full courses per year or greater) will continue to be eligible for participation in the Tufts University benefits as delineated in the Tufts University Summary Plan Description for Benefits Eligible Employees.

Section 2. Benefit-eligible part-time faculty members are also eligible for tuition remission benefits to the extent delineated in the Human Resources Tuition Remission Program Policy.

Section 3. All part-time faculty members shall continue to be eligible for the following benefits on the same terms as exist effective with the ratification of this Agreement:

- a. Metlaw
- b. Commuter Benefits (parking, subway, bus, commuter rail)
- c. Flexible Spending Accounts (FSAs)- Health & Dependent Care
- d. Auto and Homeowners' Insurance

- e. Relocation, Moving Services and Mortgage Service Program
- f. Medford Campus Parking through Campus Police
- g. Employee Assistance Program
- h. Back-Up Child and Elder Care
- i. Tufts Wellness Center & Health Coaching Services
- j. Metro Credit Union
- k. Best Doctors. (Only if enrolled in TU Health Insurance)

Section 4. Any modifications, increases or reductions of these benefits that may be made for other non-represented employees of the University during the life of this Agreement will apply with equal force to bargaining unit members. If such benefits for non-represented Tufts employees are modified, increased or reduced, the University will notify the Union no later than one (1) month before the effective date that the changes are being implemented for faculty covered by this Agreement.

Article 17 - Leave of Absence

The current relevant policy sections related to paid and unpaid leave of absence(s) for part-time faculty members are attached as Appendix B and are incorporated herein by reference.

Article 18 - Professional Development Fund

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

Section 2. The University shall contribute twenty-five thousand dollars (\$25,000.00) each fiscal year to such a fund beginning on July 1, 2015.

Section 3. These funds will not roll over from one year to the next.

Section 4. To be eligible for Professional Development funds, a part-time faculty member must be in Step 2 or 3 of the salary compensation system. In order to receive funding, the eligible faculty member shall submit a request stating the expenses for which he or she is requesting reimbursement and indicate how the opportunity or resource will enhance his or her pedagogy.

Section 5. Request for funds shall be submitted to a joint Union-University committee composed of three part-time faculty members designated by the Union and the three Deans and Associate Deans of Academic Affairs in Arts and Sciences. The Union-University committee shall review application on a first-come first-served basis and will make final decisions on all applications.

Section 6. Each faculty member may be approved to receive up to five hundred dollars (\$500.00) in a fiscal year.

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

Article 19 - Lecturer-University Committee

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

Article 20 - Health and Safety

Section 1. The University shall provide faculty members 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.

Section 2. A faculty member must comply with all applicable health and safety OSHA regulations.

Article 21 - Personnel Files

Section 1. The University will maintain basic personnel records for faculty members in the School's Faculty Affairs Office. A Faculty member may review his/her personnel file by appointment with the Faculty Affairs Office. Upon his/her written request the Faculty member will be given within a reasonable amount of time a photocopy of any item(s) in such file(s).

Section 2. With the permission of the faculty member, Union representatives may be present at the review and examine the documents.

Section 3. Neither the faculty member nor the Union representative may remove any documents or items from the file.

Article 22 - Payday

Section 1. A Faculty member shall be paid on a timely basis, in accordance with the University's normal business operations, for the teaching and other compensable duties he/she performed, provided the Faculty member has submitted to the University, in a timely fashion, all documentation or information necessary for the processing of said payment.

Section 2. Faculty members shall receive an itemized pay stub, in paper or electronic form at the University's discretion. The precise payday shall be the same day set for others in the University who are similarly situated.

Section 3. The University pays employees through Direct Deposit. Faculty members are required to provide their bank information in order for pay to be electronically

deposited. Payroll information may be retrieved in Employee Self-Service two days before the pay date.

Article 23 - No Strike- No Lockout

Section 1. During the term of this Agreement, or any extension thereof, the Union, its representatives, agents and members, will not cause, assist, encourage, participate in, condone, ratify or sanction any strike, sympathy strike, work stoppage, sit-down, slow-down, curtailment of work, withholding or delaying any grades, academic evaluations or other documents, nor shall any faculty members engage in such conduct.

Section 2. Any faculty member engaging in any conduct prohibited by this Article is subject to immediate disciplinary action, including discharge. The question of whether the faculty member violated this Article is subject to challenge under the Grievance Procedure of this Agreement. However, the University's decision to discipline, suspend or discharge a faculty member for such violation shall not be subject to challenge under the Grievance Procedure.

Section 3. In the event that any faculty member violates the provisions of Section 1 above, the Union shall immediately inform such faculty member(s) through all reasonable means that such action is prohibited under this Agreement and that such faculty member(s) should cease such action and return to full, normal, and timely work. The Union shall also distribute to the faculty member(s) and the University a written notice, signed by an officer of the Union, that the work stoppage or other violation is not authorized by the Union. Such distribution shall be made within 24 hours of notice to the Union from the University that there has been a violation of this Article.

Section 4. During the term of this Agreement, or any extension thereof, the University agrees that it shall not lock out any of the faculty members covered by this Agreement.

Article 24 - Separability

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

In such event, upon thirty (30) days' notice from either side, the parties agree to re-negotiate any provision that has been invalidated.

Article 25 - Duration of Agreement

This Agreement shall be in full force and effect from the date of ratification to June 30, 2017. It shall continue from year to year thereafter unless written notice to terminate this Agreement is served by either party upon the other by certified mail, return receipt, and such notice is received no later than ninety (90) calendar days prior to the expiration date in which event this Agreement shall terminate at midnight of June 30, 2017 unless renewed or extended by mutual written agreement signed by the parties.

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

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 509, CtW

Susan Tonsgard

Date: 1/8/15

Patricia F. O'Sullivan

Dwida Marrott

Anne Lombardi Cauth

Andrew Klatt

Henry Gorn

Peggy Hudaff

Pat O'Brien

John L. McLean

Christine Conineau

TUFTS UNIVERSITY

Jean M. Thor

Date: 1/5/15

Carrollion

Rebecca K. Gorn

Julia A. Glens

Suzanne Tavel

Katherine Risse

Appendix A – Compensation

Table of Pay Scales. Tufts part-time faculty pay per course, by department - current (2014) and over the three years of the union contract

| | | | | Current | | | | Effective Beginning of 1st Pay Period - Spring Semester 2015 | | | Effective Beginning of First Pay Period - Fall Semester 2015 | | | Effective Beginning of First Pay Period - Fall Semester 2016 | | |
|----------------|----------------|----------|-------------------------------------|---------|---------|---------|---------|--|---------|---------|--|---------|---------|--|---------|--|
| | | | | 0-4 yrs | 5-8 yrs | >8 yrs | 0-4 yrs | 5-8 yrs | >8 yrs | 0-4 yrs | 5-8 yrs | >8 yrs | 0-4 yrs | 5-8 yrs | >8 yrs | |
| Group 1 | | | | | | | | | | | | | | | | |
| 1 | Romance Lang | Standard | Language - Lower Level | \$5,115 | \$5,627 | \$6,138 | \$6,033 | \$6,636 | \$7,240 | \$6,666 | \$7,333 | \$7,999 | \$7,300 | \$8,030 | \$8,760 | |
| 2 | Ger/Russ/Asian | Standard | Language | \$5,400 | \$5,940 | \$6,480 | \$6,033 | \$6,636 | \$7,240 | \$6,666 | \$7,333 | \$7,999 | \$7,300 | \$8,030 | \$8,760 | |
| 3 | Lit/Lang | Custom | Literature & Language - Upper Level | \$5,615 | \$6,177 | \$6,738 | \$6,033 | \$6,636 | \$7,240 | \$6,666 | \$7,333 | \$7,999 | \$7,300 | \$8,030 | \$8,760 | |
| Group 2 | | | | | | | | | | | | | | | | |
| 4 | Amer St | Standard | | \$6,000 | \$6,600 | \$7,200 | \$6,433 | \$7,076 | \$7,720 | \$6,866 | \$7,553 | \$8,239 | \$7,300 | \$8,030 | \$8,760 | |
| 5 | Anthropology | Standard | | \$6,000 | \$6,600 | \$7,200 | \$6,433 | \$7,076 | \$7,720 | \$6,866 | \$7,553 | \$8,239 | \$7,300 | \$8,030 | \$8,760 | |
| 6 | Art History | Standard | | \$6,000 | \$6,600 | \$7,200 | \$6,433 | \$7,076 | \$7,720 | \$6,866 | \$7,553 | \$8,239 | \$7,300 | \$8,030 | \$8,760 | |
| 7 | Biology | Custom | Team Teaching | \$6,000 | \$6,600 | \$7,200 | \$6,433 | \$7,076 | \$7,720 | \$6,866 | \$7,553 | \$8,239 | \$7,300 | \$8,030 | \$8,760 | |
| 8 | BSOT | Standard | | \$6,000 | \$6,600 | \$7,200 | \$6,433 | \$7,076 | \$7,720 | \$6,866 | \$7,553 | \$8,239 | \$7,300 | \$8,030 | \$8,760 | |
| 9 | CIS | Standard | | \$6,000 | \$6,600 | \$7,200 | \$6,433 | \$7,076 | \$7,720 | \$6,866 | \$7,553 | \$8,239 | \$7,300 | \$8,030 | \$8,760 | |
| 10 | Classics | Standard | | \$6,000 | \$6,600 | \$7,200 | \$6,433 | \$7,076 | \$7,720 | \$6,866 | \$7,553 | \$8,239 | \$7,300 | \$8,030 | \$8,760 | |
| 11 | Com Health | Standard | | \$6,000 | \$6,600 | \$7,200 | \$6,433 | \$7,076 | \$7,720 | \$6,866 | \$7,553 | \$8,239 | \$7,300 | \$8,030 | \$8,760 | |
| 12 | Comp Rel | Standard | | \$6,000 | \$6,600 | \$7,200 | \$6,433 | \$7,076 | \$7,720 | \$6,866 | \$7,553 | \$8,239 | \$7,300 | \$8,030 | \$8,760 | |
| 13 | Drama/Dance | Standard | | \$6,000 | \$6,600 | \$7,200 | \$6,433 | \$7,076 | \$7,720 | \$6,866 | \$7,553 | \$8,239 | \$7,300 | \$8,030 | \$8,760 | |
| 14 | Education | Standard | | \$6,000 | \$6,600 | \$7,200 | \$6,433 | \$7,076 | \$7,720 | \$6,866 | \$7,553 | \$8,239 | \$7,300 | \$8,030 | \$8,760 | |
| 15 | English | Standard | | \$6,000 | \$6,600 | \$7,200 | \$6,433 | \$7,076 | \$7,720 | \$6,866 | \$7,553 | \$8,239 | \$7,300 | \$8,030 | \$8,760 | |
| 16 | Ger/Russ/Asian | Custom | Culture | \$6,000 | \$6,600 | \$7,200 | \$6,433 | \$7,076 | \$7,720 | \$6,866 | \$7,553 | \$8,239 | \$7,300 | \$8,030 | \$8,760 | |
| 17 | History | Standard | | \$6,000 | \$6,600 | \$7,200 | \$6,433 | \$7,076 | \$7,720 | \$6,866 | \$7,553 | \$8,239 | \$7,300 | \$8,030 | \$8,760 | |
| 18 | Intl Rel | Standard | | \$6,000 | \$6,600 | \$7,200 | \$6,433 | \$7,076 | \$7,720 | \$6,866 | \$7,553 | \$8,239 | \$7,300 | \$8,030 | \$8,760 | |
| 19 | Museum Studies | Standard | | \$6,000 | \$6,600 | \$7,200 | \$6,433 | \$7,076 | \$7,720 | \$6,866 | \$7,553 | \$8,239 | \$7,300 | \$8,030 | \$8,760 | |
| 20 | Music | Standard | | \$6,000 | \$6,600 | \$7,200 | \$6,433 | \$7,076 | \$7,720 | \$6,866 | \$7,553 | \$8,239 | \$7,300 | \$8,030 | \$8,760 | |
| 21 | Peace/Justice | Standard | | \$6,000 | \$6,600 | \$7,200 | \$6,433 | \$7,076 | \$7,720 | \$6,866 | \$7,553 | \$8,239 | \$7,300 | \$8,030 | \$8,760 | |
| 22 | Philosophy | Standard | | \$6,000 | \$6,600 | \$7,200 | \$6,433 | \$7,076 | \$7,720 | \$6,866 | \$7,553 | \$8,239 | \$7,300 | \$8,030 | \$8,760 | |
| 23 | Poli Sci | Standard | | \$6,000 | \$6,600 | \$7,200 | \$6,433 | \$7,076 | \$7,720 | \$6,866 | \$7,553 | \$8,239 | \$7,300 | \$8,030 | \$8,760 | |
| 24 | Sociology | Standard | | \$6,000 | \$6,600 | \$7,200 | \$6,433 | \$7,076 | \$7,720 | \$6,866 | \$7,553 | \$8,239 | \$7,300 | \$8,030 | \$8,760 | |
| 25 | UEP | Standard | | \$6,000 | \$6,600 | \$7,200 | \$6,433 | \$7,076 | \$7,720 | \$6,866 | \$7,553 | \$8,239 | \$7,300 | \$8,030 | \$8,760 | |
| 26 | Wom St | Standard | | \$6,000 | \$6,600 | \$7,200 | \$6,433 | \$7,076 | \$7,720 | \$6,866 | \$7,553 | \$8,239 | \$7,300 | \$8,030 | \$8,760 | |
| 27 | Psychology | Standard | Non-Quantitative | \$6,400 | \$7,040 | \$7,680 | \$6,883 | \$7,571 | \$8,260 | \$7,316 | \$8,048 | \$8,779 | \$7,750 | \$8,525 | \$9,300 | |
| 28 | Child Dev | Standard | | \$6,500 | \$7,150 | \$7,800 | \$6,883 | \$7,571 | \$8,260 | \$7,316 | \$8,048 | \$8,779 | \$7,750 | \$8,525 | \$9,300 | |

| Group 3 | | | | | | | | | | | | | | | | |
|---------|----------------------|----------|----------------------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|--|
| 29 | Env Studies Standard | | | \$8,000 | \$8,800 | \$9,600 | \$8,000 | \$8,800 | \$9,600 | \$8,000 | \$8,800 | \$9,600 | \$8,000 | \$8,800 | \$9,600 | |
| 30 | UEP | Custom | Quantitative/ Statistics/ GIS | \$8,000 | \$8,800 | \$9,600 | \$8,000 | \$8,800 | \$9,600 | \$8,000 | \$8,800 | \$9,600 | \$8,000 | \$8,800 | \$9,600 | |
| 31 | Math | Standard | | \$8,414 | \$9,255 | \$10,097 | \$8,414 | \$9,255 | \$10,097 | \$8,414 | \$9,255 | \$10,097 | \$8,414 | \$9,255 | \$10,097 | |
| 32 | Math | Custom | | \$9,000 | \$9,900 | \$10,800 | \$9,000 | \$9,900 | \$10,800 | \$9,000 | \$9,900 | \$10,800 | \$9,000 | \$9,900 | \$10,800 | |
| 33 | Psychology | Custom | Quantitative | \$9,000 | \$9,900 | \$10,800 | \$9,000 | \$9,900 | \$10,800 | \$9,000 | \$9,900 | \$10,800 | \$9,000 | \$9,900 | \$10,800 | |
| 34 | Biology | Standard | | \$10,000 | \$11,000 | \$12,000 | \$10,000 | \$11,000 | \$12,000 | \$10,000 | \$11,000 | \$12,000 | \$10,000 | \$11,000 | \$12,000 | |
| 35 | Child Dev | Custom | Methodology | \$10,000 | \$11,000 | \$12,000 | \$10,000 | \$11,000 | \$12,000 | \$10,000 | \$11,000 | \$12,000 | \$10,000 | \$11,000 | \$12,000 | |
| 36 | Economics | Standard | | \$10,000 | \$11,000 | \$12,000 | \$10,000 | \$11,000 | \$12,000 | \$10,000 | \$11,000 | \$12,000 | \$10,000 | \$11,000 | \$12,000 | |
| 37 | Geology | Standard | | \$10,000 | \$11,000 | \$12,000 | \$10,000 | \$11,000 | \$12,000 | \$10,000 | \$11,000 | \$12,000 | \$10,000 | \$11,000 | \$12,000 | |
| 38 | Phys/Astron | Standard | | \$10,000 | \$11,000 | \$12,000 | \$10,000 | \$11,000 | \$12,000 | \$10,000 | \$11,000 | \$12,000 | \$10,000 | \$11,000 | \$12,000 | |
| 39 | Chemistry | Standard | | \$10,500 | \$11,550 | \$12,600 | \$10,500 | \$11,550 | \$12,600 | \$10,500 | \$11,550 | \$12,600 | \$10,500 | \$11,550 | \$12,600 | |
| 40 | Chemistry | Custom | Standard with Lab | \$13,750 | \$15,125 | \$16,500 | \$13,750 | \$15,125 | \$16,500 | \$13,750 | \$15,125 | \$16,500 | \$13,750 | \$15,125 | \$16,500 | |

Appendix B – Leave of Absence

Tufts University Leave of Absence Policy for Part-time Faculty

| Employment Status | Length of Service | Paid Sick Time | Parental Leave (Maternity, Paternity, Adoption, Foster Care Placement) | Family Illness Leave | Medical Leave | Personal Leave |
|----------------------------------|-------------------------|---|---|--|---|--------------------------------|
| Part-time, benefits-eligible | < 1 Year | Up to six (6) months. Sick time used is replenished based on a rolling calendar year (one year from the time used). | Tufts provides up to eight (8) weeks paid parental leave (using available paid sick time) to parents who are primary caregivers. Depending on the timing of the leave, the faculty member's duties may be adjusted to accommodate curricular and departmental needs during the semester(s) in which the leave occurs. Parental leave must be taken in one uninterrupted block from the time of birth, adoption, or placement in order for the leave to be paid. If the faculty member is a parent but does not claim primary caregiver status, he/she may take a paid leave of up to two (2) consecutive weeks at the time of the arrival of the child. See Notes 1 and 2. | Tufts provides up to six (6) weeks of paid family illness leave. Available paid sick time will be applied toward the leave, otherwise the leave would be unpaid. Depending on the timing of the leave, the faculty member's duties may be adjusted to accommodate curricular and departmental needs during the semester(s) in which the leave occurs. See Notes 1 and 2. | Tufts provides up to six (6) months of paid medical leave (per rolling calendar year). Available paid sick time will be applied toward the leave, otherwise the leave would be unpaid. Depending on the timing of the leave, the faculty member's duties may be adjusted to accommodate curricular and departmental needs during the semester(s) in which the leave occurs. See Notes 1 and 2. | Upon chair and dean's approval |
| Part-time, benefits-eligible | 1 Year + | Up to six (6) months. Sick time used is replenished based on a rolling calendar year (one year from the time used). | Tufts provides up to twelve (12) weeks paid parental leave (per rolling calendar year, using available paid sick time) to parents who are primary caregivers. Depending on the timing of the leave, the faculty member's duties may be adjusted to accommodate curricular and departmental needs during the semester(s) in which the leave occurs. Parental leave must be taken in one uninterrupted block from the time of birth, adoption, or placement in order for the leave to be paid. Parents who are not primary caregivers may take (a) a paid leave of up to two (2) consecutive weeks at the time of the arrival of the child, and an additional ten (10) weeks of unpaid leave during the first twelve (12) months after the birth, adoption, or placement of the child; or (b) twelve (12) weeks of unpaid leave during the first twelve (12) months after the birth, adoption, or placement of the child. See Note 2. | Tufts provides up to six (6) weeks of paid family illness leave (per rolling calendar year). Available paid sick time will be applied toward the leave, otherwise the leave would be unpaid. Within the same rolling calendar year, an additional six (6) weeks of unpaid family illness leave is available under the provisions of the Family and Medical Leave Act (FMLA), for a total of twelve (12) weeks of leave. Depending on the timing of the leave, the faculty member's duties may be adjusted to accommodate curricular and departmental needs during the semester(s) in which the leave occurs. See Note 2. | Tufts provides up to six (6) months of paid medical leave (per rolling calendar year). Available paid sick time will be applied toward the leave, otherwise the leave would be unpaid. The provisions of the Family and Medical Leave Act (FMLA) cover twelve (12) weeks of this leave. For more information refer to <i>Definitions of Terms</i> , Family and Medical Leave Act (FMLA). Depending on the timing of the leave, the faculty member's duties may be adjusted to accommodate curricular and departmental needs during the semester(s) in which the leave occurs. See Note 2. | Upon chair and dean's approval |
| Part-time, non benefits-eligible | <1 Year and 1 Year + | Not eligible | Tufts provides up to two (2) weeks paid leave to parents for the purposes of birth, adoption, or placement of a child, if leave is taken at the time of the arrival of a child. | Not eligible | Not eligible | Upon chair and dean's approval |

Note 1: The Family and Medical Leave Act (FMLA) does not apply to the first year of employment.

Note 2: For information on the adjustment of faculty duties, paid and unpaid parental leave, military leave, jury duty, and all other terms used in the Leave of Absence Policy, see *Definitions of Terms*, Family and Medical Leave Act (FMLA) in Tufts Faculty Handbook <http://ase.tufts.edu/faculty/handbook/leave/definitionOfTerms.htm>