

**2019-2024 COLLECTIVE BARGAINING AGREEMENT
SEIU LOCAL 509 & LESLEY UNIVERSITY
CORE FACULTY**

ARTICLE 1: RECOGNITION AND BARGAINING UNIT DESCRIPTION 2
ARTICLE 2: MANAGEMENT RIGHTS 3
ARTICLE 3: SHARED GOVERNANCE..... 4
ARTICLE 4: EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION..... 5
ARTICLE 5: UNION SECURITY AND CHECK-OFF 5
ARTICLE 6: UNION RIGHTS..... 7
ARTICLE 7: FACULTY RIGHTS AND RESPONSIBILITIES..... 8
ARTICLE 8: BARGAINING UNIT INFORMATION 10
ARTICLE 9: GRIEVANCE AND ARBITRATION..... 11
ARTICLE 10: DISCIPLINE AND DISCHARGE 14
ARTICLE 11: CONTRACTS, PROMOTIONS, AND PERFORMANCE STANDARDS..... 14
ARTICLE 12: EVALUATIONS, REAPPOINTMENT, AND PROMOTION PROCEDURES..... 19
ARTICLE 13: WORKLOAD 23
ARTICLE 14: BASE SALARY AND OTHER COMPENSATION 31
ARTICLE 15: FACULTY DEVELOPMENT, SCHOLARSHIP, AND SABBATICALS..... 33
ARTICLE 16: BENEFITS 39
ARTICLE 17: LABOR-MANAGEMENT COMMITTEE 41
ARTICLE 18: PERSONNEL FILES..... 42
ARTICLE 19: PAYDAY 42
ARTICLE 20: NO STRIKE AND NO LOCKOUT 42
ARTICLE 21: SAVINGS CLAUSE 43
ARTICLE 22: WAIVER..... 43
ARTICLE 23: TERM OF AGREEMENT 43
APPENDIX A: DEFINITIONS 45

ARTICLE 1

RECOGNITION AND BARGAINING UNIT DESCRIPTION

- 1.1 Pursuant to the Certification of Representative, issued by the National Labor Relations Board in Case No. 01-RC-148228 the University hereby recognizes the Union as the sole and exclusive collective bargaining representative of all full-time and regular part-time core faculty and tenured faculty employed by Lesley University at its Cambridge, Massachusetts campuses, including faculty with titles of Instructor, Assistant Professor, Associate Professor, Professor, and University Professor.
- 1.2 Excluded are
 - 1.2.A All other employees;
 - 1.2.B National Faculty;
 - 1.2.C Deans;
 - 1.2.D Associate Deans;
 - 1.2.E Provost;
 - 1.2.F Adjunct faculty;
 - 1.2.G Coaches;
 - 1.2.H All Division Directors and Director of Field Placement in the Graduate School of Education;
 - 1.2.I All Chairs in the Lesley University College of Art and Design;
 - 1.2.J All Division Leaders in the College of Liberal Arts;
 - 1.2.K The following classifications in the Graduate School of Arts and Social Science:
 - 1.2.K(1) Division Director (Division of Expressive Therapies),
 - 1.2.K(2) Division Director (Division of Counseling and Psychology),
 - 1.2.K(3) Program Director (MFA Writing),
 - 1.2.K(4) Director of Interdisciplinary Studies,
 - 1.2.K(5) Directors of Field Training,
 - 1.2.K(6) Supervisor of Academic Affairs, and
 - 1.2.K(7) Associate Director of Academic Affairs;
 - 1.2.L Associate Director of Expressive Therapies; and
 - 1.2.M All managers, confidential employees, guards and supervisors as defined in the Act.

ARTICLE 2

MANAGEMENT RIGHTS

- 2.1 **Management Rights.** Management of the University is vested exclusively in the University. Except as set forth in this Agreement, this includes but is not limited to the following rights:
- 2.1.A The right to establish, direct, and control its programs, services, organizational structure, and operations in all particulars and to take such action as is necessary to maintain the mission, efficiency, and effectiveness of the University operations;
 - 2.1.B The right to direct, supervise, and train employees; to appoint, assign, schedule, transfer, evaluate, promote, and retain employees in positions; to determine qualifications, hiring criteria and standards of work; to establish standards of productivity and performance; and to suspend, demote, discharge, or take other disciplinary actions against an employee;
 - 2.1.C The right to lay off employees due to lack of work, budgetary reasons, or organizational changes;
 - 2.1.D The right to determine the means, methods, budgetary and financial procedures, and personnel by which the University's programs, services, and operations are to be conducted;
 - 2.1.E The right to take whatever actions as may be necessary to carry out the mission of the University in situations of emergency, the determination of such situations to be the prerogative of the University, provided that the University shall subsequently and in timely fashion negotiate the effects of such action on the terms and conditions of employment of members of the bargaining unit. For the purposes of this section "emergency" is defined as any condition or situation out of the ordinary which requires immediate action to avoid danger to life, property, or to prevent losses affecting the University, its employee(s), student(s), or the general public.
- 2.2 **Review of Academic Decisions.** The power of review or final decision for academic matters is lodged in the governing board or delegated by it to the President and Provost. The President and/or the Provost will give careful consideration before overriding bargaining unit and non-bargaining unit Core Faculty decisions and the President and/or the Provost's reasons will be communicated in a timely fashion to the bargaining unit and non-bargaining unit Core Faculty. Following such communication, they shall have opportunity for further consideration and further transmittal of their views to the President or the Provost.

2.3 The above enumeration of management rights is not exhaustive and does not exclude other areas management rights not specified above.

2.4 **Personnel Policies and Procedures.**

2.4.A The University shall have the right to create, amend, abolish, and modify personnel policies and procedures that affect compensation and other terms and conditions of employment. In accordance with NLRB and federal court guidance, the Union retains to the right to bargain over any impact on compensation and terms and conditions of employment of any new policies and procedures.

2.4.B **Grieving.** If the Union believes the implemented change is in conflict with an express term of this Agreement, the Union shall have the right to grieve the implementation of the change in policy or procedure in accordance with Article 9 Grievance and Arbitration.

ARTICLE 3

SHARED GOVERNANCE

3.1 The roles of members of the bargaining unit and other non-unit core faculty members in the important area of faculty governance are considered and addressed by the core faculty as a whole, subject to the final approval of the Board of Trustees, and exist outside the parameters of this Agreement. Such matters include

3.1.A the involvement of core faculty in traditional areas of faculty purview,

3.1.B the determination of membership and voting rights on the Faculty Assembly and its committees, and

3.1.C other matters pertaining to faculty participation in the governance of the University.

3.2 Except as explicitly stated, this Agreement does not create, confirm, or abrogate any rights or privileges under the various governance documents of the University, which may be amended by the University from time to time.

3.3 **Governance Structure.** The University's Provost is directly responsible to the President and, in concert with the unit and non-unit Core Faculty and other academic administrators, is responsible for the quality of the academic program. The University's organization and governance structure assure the integrity and quality of academic programming however and wherever offered. Off-campus, continuing education, distance education, correspondence education, international, evening, and weekend programs are clearly integrated and incorporated into the policy formation, academic oversight, and evaluation system of the University.

- 3.4 The Unit Core Faculty and the University agree to work together cooperatively and expeditiously on matters of mutual concern.
- 3.5 The parties recognize that from time to time disputes may arise regarding institutional governance and the proper allocation of responsibilities and rights between the administration and Unit Core Faculty. Such disputes deserve a timely, considered conversation between the parties. Accordingly, any such disputes may be raised and considered through a special meeting with the Provost and/or the President which shall be held within fourteen (14) days of the Union requesting such a meeting whenever possible. Such disputes shall not be subject to grievance and arbitration. The Chair and Co-Chair of Faculty Assembly will also be invited to any such meeting regarding discussion of academic matters and decisions.

ARTICLE 4

EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION

- 4.1 **Statement of Values.** Discrimination has no place at the University and offends the University's core values, which include a commitment to equal opportunity and inclusion. The University and the Union hereby affirm a mutual commitment to a community that is truly integrated, diverse, and inclusive. For the avoidance of doubt, this Article 4.1 is a statement of values and is not subject to Article 9 (Grievance and Arbitration).
- 4.2 **Policy.** Neither the University nor the Union shall discriminate on the basis of race, color, religion, sex, ethnicity, national origin or ancestry, age, physical or mental disability, sexual orientation, gender identity, gender expression, genetic information, veteran or military status, membership in Uniformed Services, and all other categories protected by applicable state and federal laws (including union activity).
- 4.3 With one exception, violations of Article 4.2 will not be subject to Article 9 (Grievance and Arbitration). Claims of discrimination will be handled in accordance with the procedures provided for all University employees, specifically the University's Discrimination and Harassment Complaint Resolution Procedure or successor procedure. Notwithstanding the foregoing, claims of discrimination on the basis of union activity will be handled in accordance with Article 9.

ARTICLE 5

UNION SECURITY AND CHECK-OFF

- 5.1 **Union Security Requirements.** It shall be a condition of employment that all Core Faculty either become and remain members in good standing of the Union or pay an agency fee as determined by the Union. The Union agrees to comply with all Massachusetts and Federal law regarding the implementation and notice requirements of agency fees.

- 5.1.A **Existing Employees.** Core Faculty shall comply with Section 5.1 by the thirtieth (30th) calendar day following the effective date of this Agreement.
- 5.1.B **New Employees.** All Core Faculty hired on or after the effective date of this Agreement shall comply with Section 5.1 by the thirtieth (30th) calendar day following the beginning of such employment.
- 5.1.C **Termination.** The Union may request that Core Faculty who fail to join the Union, maintain Union membership, or pay an agency fee be dismissed. If the Union makes such a request, the Employer shall comply. Prior to any dismissal, the Core Faculty shall be offered an opportunity within twenty (20) calendar days, following the written notification from the Union to the Employer requesting discharge, to pay the required dues and/or fees that have not been tendered.
- 5.2 **Cooperation.** The Union shall be ultimately responsible for obtaining executed written assignments for such payroll deductions from Core Faculty. However, the University shall cooperate with the Union in seeking compliance with this provision by notifying Core 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 Core Faculty and returned to the University shall be promptly remitted to the Union.
- 5.3 **Payment Authorization.** Payment of Union dues and/or fees may be made via the check-off procedure provided by this Article.
- 5.3.A **Deductions.** Each payday, the University shall deduct from a Core Faculty member's wages a sum of dues and/or fees owed the Union and authorized under the Federal Labor Law, provided the Core 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 Core Faculty, the University will include that form in the initial employment packet.
- 5.3.B **Political Contributions.** The University further agrees to deduct voluntary contributions made by Core Faculty to the SEIU Committee on Political Education (COPE) and to remit said contributions to the COPE at the same time Union dues and agency fees are remitted. Said contributions are strictly voluntary and can be in any amount as determined by the Core Faculty member.
- 5.3.C **Remittance and Cessation.** On or about the 15th of the month following the deductions, monies so deducted by the University shall be transmitted by mail or electronically to the Union Treasurer or other Union designee. Such deductions shall continue until either the Core Faculty member is not on the payroll of the University, the Core Faculty member leaves the bargaining unit,

or instruction to cease payroll deductions is given in writing by the Core Faculty member to the University Office of Human Resources.

- 5.4 **Indemnification.** It is agreed that the University shall assume no financial or other obligation arising out of the provisions of this Article except as specifically provided in this Article. The Union hereby agrees that it shall indemnify, defend, and hold the University harmless from any claims, actions, or proceedings by a Core Faculty member arising from deductions made by the University hereunder or from the enforcement of this Article.
- 5.5 **Reporting.** The University shall send to the Union via email (to dues@seiu509.org) the following information for each Unit Core Faculty member whether or not deduction is made, at the same time as the University remits all deductions for union dues or representation fees, Union initiation fees and Union assessments made from the wages of Unit Core Faculty for the preceding month:
- 5.5.A Job classification;
 - 5.5.B Department;
 - 5.5.C Rate of pay and earnings that the dues or representation fee deduction is based on;
 - 5.5.D Month the deduction is based on;
 - 5.5.E Name;
 - 5.5.F Union initiation fees listed separately;
 - 5.5.G Union assessments listed separately; and,
 - 5.5.H If applicable, the reason Union dues are not deducted.

ARTICLE 6

UNION RIGHTS

- 6.1 **Stewards.** The University shall recognize Core Faculty designated by the Union as bargaining unit representatives (Stewards) to address grievances, process disciplinary appeals, to attend meetings with a grievant or with management, and to attend to other matters related to the administration of this Agreement when authorized by the Union to do so.
- 6.2 **Chief Steward.** Each year, the Union shall designate at least two (2) Chief Stewards, who shall serve as the primary Core Faculty liaisons between the Union and the University. The University shall grant an aggregate of two (2) unit releases each Fiscal Year for service as Chief Steward (regardless of how many Core Faculty serve as Chief Steward).
- 6.3 **Campus Access.** The identified staff representatives and Stewards 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.

- 6.4 **Meeting Space.** The Union shall have access to meeting space on campus subject to the same procedures as other campus organizations.
- 6.5 **Presentation Time.** Stewards and/or Union staff representatives shall be given some time on the agenda of Core Faculty orientation meetings in order to present information about the Union and Union membership. Stewards and/or Union staff representatives shall be given time either before the start or after the conclusion of the Faculty Development Day agenda to meet with Union members.

ARTICLE 7

FACULTY RIGHTS AND RESPONSIBILITIES

- 7.1 **Academic Purview.** Unit and Non-Unit Core Faculty have a substantive voice in matters of educational programs, faculty personnel, and other aspects of institutional policy that relate to their areas of responsibility and expertise. Core Faculty have primary responsibility for
- 7.1.A setting academic standards;
 - 7.1.B awarding academic credit;
 - 7.1.C recommending conferral of degrees when those standards are met;
 - 7.1.D deciding the academic standards and integrity of such fundamental areas as
 - 7.1.D(1) curriculum, including its content, quality, and effectiveness,
 - 7.1.D(2) subject matter, and
 - 7.1.D(3) methods, design, and models of delivery of instruction.
- 7.2 **Additional Core Responsibilities.** Inherent in the responsibilities of the Unit and Non-Unit Core Faculty is a duty to preserve and transmit the values of academic standards and integrity through example in their own academic pursuits, and through the learning environments that Core Faculty create for students. As part of creating a strong and unique learning environment, Core Faculty are also responsible for mentoring adjuncts, instructors, and graduate teaching fellows.
- 7.3 The above enumeration of academic purview is not exhaustive and does not exclude other areas of academic purview not specified above.
- 7.4 **Academic Freedom.** Core Faculty enjoy the same rights and obligations of academic freedom as do all faculty at the University, as provided in the University's Academic Freedom Statement, which may be found at www.lesley.edu/policies and as it may be amended from time to time.
- 7.5 The Union acknowledges that, like other University employees, Core Faculty are subject to all University policies, as set forth in employee handbooks, faculty handbooks, handbooks or catalogues available for each department, division,

program, or school, or on the University website. Such policies may be amended from time to time at the discretion of the University. The parties recognize that if such policies are in conflict with or superseded by this Agreement, the terms of this Agreement shall apply. By way of example, Core Faculty will follow

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

7.6 Core Faculty members shall develop the syllabus, pedagogical approach, and, course content consistent with the approved School, Department, Division, or program goals and outcomes for the course.

7.7 To the extent a Department or Division 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 Core Faculty at the time that the course is assigned or as soon thereafter as practicable.

7.8 **Regular Duties.** Core Faculty:

7.8.A are responsible for the maintenance of good order and the observance of University policies in the classroom;

7.8.B shall

7.8.B(1) meet classes on time,

7.8.B(2) hold classes for the full period except in the event of an emergency or as an approved practice by the Supervisor,

7.8.B(3) evaluate academic and clinical performance fairly and reasonably,

7.8.B(4) submit grades and student evaluations on a timely basis,

7.8.B(5) provide feedback to student work and responses to student communication on a timely basis,

7.8.B(6) report promptly to their Supervisor matters that may require academic or non-academic disciplinary action against students under applicable University policies and participate or cooperate, as appropriate, in any resulting investigation;

7.8.C should discuss teaching expectations and related concerns with the Supervisor.

7.9 **Required Responsiveness.**

- 7.9.A Core Faculty are expected to clearly notify students of their availability to meet or correspond in person, by phone or video conference, or by email, and will promptly and reasonably respond to all student inquiries and correspondence.
- 7.9.B During the Summer Period, Core Faculty on nine (9) and ten (10)-month contracts are required to communicate by email, phone, or video conference, without additional compensation, to:
- 7.9.B(1) Promptly respond to reasonable work-related communications from the University (which requires active monitoring of their lesley.edu email accounts);
 - 7.9.B(2) Be reasonably available to promptly respond to and be involved in the grade grievance procedure, academic review process, or other inquiries or investigations related to students, faculty, or staff; and
 - 7.9.B(3) Promptly respond to or forward to their Supervisor and Dean any communication from students, including without limitation student requests for leaves of absence and reports of misconduct.

The University expects that the instances described in Sections 7.9.B(2-3) will be unusual and limited to time-sensitive matters.

- 7.10 **Email.** The University sends important information by email to Core Faculty members' University email addresses. All Core Faculty must check their University email accounts on a regular basis and must use their University email accounts for purposes of conducting University business, including all communication with students.

ARTICLE 8

BARGAINING UNIT INFORMATION

8.1 **Timelines.**

- 8.1.A The University will provide to the Union a list of all Core Faculty on the following dates: February 1, May 20, and September 15.
- 8.1.B **Reopener.** If the University's academic calendar shifts more than seven (7) days later or earlier from its dates for fiscal year 2019, the University and Union shall negotiate new dates for Section 8.1.A to ensure they remain practical.

8.2 This list will include the following information:

- 8.2.A Name,
- 8.2.B Home address,
- 8.2.C Phone number(s),
- 8.2.D Lesley University email,
- 8.2.E Personal email (if known),
- 8.2.F Initial date of hire as a bargaining unit member at the University,
- 8.2.G Rank,
- 8.2.H Length of current contract
- 8.2.I Current salary
- 8.2.J Any course reduction/release and the reasons,
- 8.2.K Teaching assistants assigned,
- 8.2.L Number of assigned advisees and/or mentee, and
- 8.2.M Independent studies being directed.
- 8.2.N All courses taught by the Core Faculty member during the semester/term, including
 - 8.2.N(1) course title,
 - 8.2.N(2) the dates the course begins and ends,
 - 8.2.N(3) Division(s) and/or Department(s) in which the course is offered,
 - 8.2.N(4) number of students enrolled in the course or in each course section, and
 - 8.2.N(5) Number of units offered for the course.

ARTICLE 9

GRIEVANCE AND ARBITRATION

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

9.1.A **Informal Resolutions.** Wherever possible, informal resolutions to disputes are encouraged. When pursuing the formal grievance process, the grievance must be reduced to writing and must specify the nature of the grievance, the provision(s) of this Agreement at issue, and the relief requested.

9.1.B **Precedent.** In the event an individual Core 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.

9.2 The following steps shall be followed in the processing of grievances:

9.2.A **Step 1.** The Grievant shall file the grievance with the Grievant's Supervisor within thirty (30) calendar days of its occurrence or discovery or when the Grievant reasonably should have known about the occurrence. 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. If the grievance is not resolved satisfactorily within fourteen (14) calendar days thereafter, the grievance may proceed to Step 2.

9.2.B **Step 2.**

9.2.B(1) **Initial Filing.** If the grievance is not resolved at Step 1, the Grievant 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 Grievant's Dean or the Dean's designee within twenty-one (21) calendar days of receipt of the Step 1 response, or within seven (7) calendar days of the deadline for the Step 1 response, if none was received.

9.2.B(2) **Meeting and Response Timelines.** If the grievance is filed within the time limits, the Dean or the Dean's designee shall conduct a meeting within fourteen (14) calendar days from the filing of the Step 2 grievance for the purpose of attempting to resolve the grievance. If the grievance is not resolved at this meeting, the Dean or the Dean's designee shall respond to the Union in writing within twenty-one (21) calendar days of the meeting. If the Dean or the Dean's designee fails to respond within twenty-one (21) calendar days of the meeting, the grievance may proceed to Step 3.

9.2.C **Step 3.** A grievance not resolved at Step 2 may be appealed in writing by the Union to the University's Provost or the Provost's designee within seven (7) calendar days of the conclusion of Step 2. A meeting for the purpose of attempting to resolve the grievance shall be held within twenty-one (21) calendar days from the filing of the Step 3 grievance. If the grievance is not resolved at this meeting, the Provost or the Provost's designee shall respond to the Union in writing within twenty-one (21) calendar days of the meeting.

9.2.D **Direct Filing.** A grievance may be initiated at higher Step under the following circumstances:

9.2.D(1) **Direct Step 2.** The Union may initiate a grievance on the Grievant's behalf at Step 2, provided it is so initiated within the thirty (30) calendar days specified in Section 9.2.A.

9.2.D(2) **Direct Step 3.** A grievance may be initiated at Step 3 provided it is so initiated within the thirty (30) calendar days specified in Section 9.2.A and if

9.2.D(2)(a) The grievance is filed by the Union on behalf of two (2) or more Core Faculty members, or

9.2.D(2)(b) The grievance involves the discharge of Core Faculty,

9.2.D(2)(c) The grievance is filed against a Dean, or if

9.2.D(2)(d) The parties mutually agree in writing to do so.

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

9.2.E(1) **Selection.** The Union and the University shall endeavor to mutually agree to the selection of a single arbitrator. If the Union and the University are unable to reach an agreement on the selection of an arbitrator, the parties shall use the selection procedures of the Labor Relations Connection. The decision of the arbitrator shall be final and binding on the parties.

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

9.2.E(3) **Attendance and Substitutes.** If Core Faculty must miss a class because they are required to attend an arbitration hearing, there will be no loss of compensation from the University for the Core Faculty. The Core Faculty shall be responsible for either

9.2.E(3)(a) creating an assignment that meets the pedagogical needs of the students without requiring their attendance in class, subject to the approval of the Supervisor;

9.2.E(3)(b) scheduling a make-up class; or

9.2.E(3)(c) arranging, sufficiently in advance of the scheduled class, for a suitable replacement to teach the class who is acceptable to the Supervisor. The University shall not be required to incur any expense as a result of a replacement faculty, unless the Arbitrator finds in favor of the

Core Faculty or the Union. Such replacement approval shall not be unreasonably denied.

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

ARTICLE 10

DISCIPLINE AND DISCHARGE

- 10.1 Discipline may include written warnings, unpaid suspensions, or discharge. A Core Faculty member will not be disciplined or discharged without just cause.
- 10.2 It is understood that the University, in addition to issuing disciplinary action, may also include with such discipline reasonable remedial measures, when appropriate, with which the Core Faculty member must comply.
- 10.3 Discipline for purposes of this Article shall not include performance reviews and shall not include non-reappointment.
- 10.4 At the discretion of the University, a Core 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.
- 10.5 A Core Faculty member may request that a Union representative be present at any investigatory meeting that the Core Faculty member reasonably believes may lead to discipline and/or at a meeting where discipline is to be administered. Such requests shall not be unreasonably denied.

ARTICLE 11

CONTRACTS, PROMOTIONS, AND PERFORMANCE STANDARDS

- 11.1 **Initial Appointment Decisions.** At the discretion of the University, a Core Faculty member will be hired into the bargaining unit as a temporary appointment faculty member, Instructor, Assistant Professor, Associate Professor, or full Professor. The Provost retains discretion to award years of service credit to any new Core Faculty member hired by the University based on the faculty member's prior record of college or university teaching. Such decision can only be made by the Provost at the time of the initial appointment and is not grievable. If the Provost exercises such discretion, the initial appointment letter will indicate how much credit is being given, if any, for prior college or university teaching.

- 11.2 **Temporary Appointments.** A temporary appointment means an appointment to the University for a specified term not to exceed one (1) year. A faculty member on a temporary appointment will be informed at the time of appointment of the duration of the appointment and the University will be under no obligation to provide any further notice of termination. The University may award subsequent temporary appointments but will be under no obligation to do so. The contracts and promotion provisions of the remainder of this Article do not apply to Core Faculty members on temporary appointments. The Provost retains discretion to award years of service credit, including the years of service as a temporary appointment at the University if such faculty member is subsequently hired on an appointment pursuant to Section 11.3. Such credit shall not be unreasonably withheld.
- 11.3 **Initial Appointment Length.** When hired at or appointed to each rank, Core Faculty shall receive an initial appointment of a corresponding length, as follows:
- 11.3.A Instructors: Two (2) years.
 - 11.3.B Assistant Professors: Three (3) years.
 - 11.3.C Associate Professors: Five (5) years.
 - 11.3.D Professors: Eight (8) years.
- 11.4 **Subsequent Appointment Length.** When a Core Faculty member is reappointed to the same rank, they shall receive an appointment of the same length as identified in Section 11.3. However, following a set number of years in service at this rank, their subsequent appointment lengths shall be extended, as follows:
- 11.4.A Instructors: After ten (10) years of service as an Instructor, three (3)-year appointments.
 - 11.4.B Assistant Professors: After twelve (12) years of service as an Assistant Professor, five (5)-year appointments.
 - 11.4.C Associate Professors and Professors: Faculty at these ranks do not receive these contract extensions.
- 11.5 **Reappointment Schedule.** Each Core Faculty member will be formally evaluated for reappointment in accordance with Article 12 (Evaluations, Reappointment, and Promotion Procedures). If reappointed, the faculty member's next appointment shall commence at the conclusion of their current appointment. If not reappointed, they shall continue through the end of their current appointment.
- 11.5.A **Instructors:** Fall semester of the second year of the appointment; notification of non-reappointment shall be given by December 15 of the evaluation year.
 - 11.5.B **All others:** Spring semester of the penultimate year of the appointment; notification of appointment or non-reappointment shall be given by May 15 of the evaluation year.

11.5.C Service Time.

11.5.C(1) Core Faculty who are initially hired to begin work at any time other than the beginning of the academic year (or July 1 for 12-month positions) and who have an appointment that extends for at least one (1) complete academic or fiscal year shall automatically be considered bargaining unit members on their first day of employment. However, before the Core Faculty member's first day of employment, the Provost will determine, at the Provost's discretion and after discussion with the prospective Core Faculty member, whether the initial partial appointment year will count for purposes of the timing of annual performance reviews, reappointment, and promotion cycles.

11.5.C(2) **Calculation of Service.** A year in which a Core Faculty member has taken a leave of any kind, whether paid or unpaid, or has taken a sabbatical, will count towards the calculation of service time towards contract reappointment and promotion. However, a Core Faculty member who has taken a leave under the Family and Medical Leave Act will be allowed to stop the clock at the faculty member's option for a period of one (1) semester or one (1) year and not have the leave time count for contract reappointment and promotion purposes. In such cases, the Core Faculty member will discuss and determine with the Provost any calendar adjustment regarding when the Core Faculty member will be reviewed.

11.6 **Promotion Schedule.** Core Faculty below the rank of Professor may apply for reappointment with promotion to the next highest rank. The procedure for this application is detailed in Article 12 (Evaluations, Reappointment, and Promotion Procedures). Applying for promotion is voluntary, and a decision not to apply will not have an adverse consequence for the Core Faculty member in contract reappointment decisions. Successful applicants will be promoted effective at the start of the subsequent Academic Year and receive a contract length for their new rank as per Section 11.3. Those denied promotion may reapply one (1) year after prior application date. Core Faculty become eligible for promotion depending on rank as follows:

11.6.A **Instructors.** In the second year of their first appointment as Instructor or at any time thereafter.

11.6.B **Assistant Professors.** In the second year of their second appointment as an Assistant Professor or at any time thereafter.

11.6.C **Associate Professors.** In the fifth year of their first appointment as an Associate Professor, provided they have been reappointed for a second appointment as Associate Professor, or at any time following that fifth year of their first appointment.

11.6.D **Service Time.** The provisions of Section 11.5.C (1) and (2) also apply to service calculations for promotion.

11.7 **Reasons for Non-Reappointment and Grievance Rights.**

11.7.A Non-reappointments may occur due to the following considerations:

- 11.7.A(1) Failure to meet performance expectations;
- 11.7.A(2) Disciplinary record;
- 11.7.A(3) Elimination, downsizing, or restructuring of a department, program, school or college;
- 11.7.A(4) Enrollment concerns;
- 11.7.A(5) General curriculum modifications or other institutional needs; and/or
- 11.7.A(6) Serious financial considerations that in the judgment of the University warrant reduction in faculty.

11.7.B **Grievability of Non-Reappointment Decisions.**

11.7.B(1) Core Faculty who are not reappointed due to performance considerations (which may include consideration of the faculty member's disciplinary record) may grieve such decisions, but such grievances will be limited to allegations of whether the University's decision was made in an arbitrary or capricious manner. In addition, after a faculty member has completed six (6) full years of bargaining unit service, the University must also demonstrate that the faculty member has been put on adequate notice that the faculty member's performance was not satisfactory and that reasonable effort has been made by the University to guide the faculty member in improving their performance prior to any non-reappointment.

11.7.B(2) Core Faculty who are not reappointed due to elimination, downsizing or restructuring of a department, program, school or college; enrollment concerns; general curriculum modifications or other institutional needs; or financial considerations that in the judgment of the University warrant reduction in faculty may not grieve such decisions. However, when the University plans to not reappoint a Core Faculty member due to such reasons, it will notify them and the Union of the non-reappointment no later than May 15 before the final

year of their appointment. The University will provide relevant information as to the reasons for the planned non-reappointment and will engage in effects bargaining over such decision.

11.8 **Contract Termination or Modification.**

11.8.A In the event of extraordinary changes affecting the University, institutional financial exigency, or significant program reduction or program closure, the University reserves the right to revise or revoke existing Core Faculty contracts. The University's determinations about extraordinary changes, institutional financial exigency, significant program reduction, or program closure are not grievable.

11.8.B Reassignment. In any such instances, the University is committed to making every effort to appropriately reassign affected Core Faculty. In such cases, consideration will first be given to possibilities for contract revision or Core Faculty reassignment. To discuss such options, the Provost or designee will meet with each affected Core Faculty member and with a Union representative and review all other options within the University.

11.8.C Revocation. Contract revocation will be the last resort. In cases of contract revocation, the University will provide affected Core Faculty who hold contracts of five (5) years or longer at least one (1) year of continued employment or payment in lieu thereof.

11.8.D The University will provide relevant information as to the reasons for the planned contract revision or revocation, and will engage in effects bargaining over such decision.

11.9 **Performance Standards.**

11.9.A **General Expectations.** As faculty in a learning community, professional responsibility is an important area of performance. Core Faculty at all ranks are expected to fulfill the responsibilities traditionally performed by faculty and be active members of this teaching and learning community. For example, Core Faculty are expected to conduct themselves in a collegial and collaborative manner, regularly participate in University events and meetings, be accessible and responsive to students, and perform their duties in a timely manner.

11.9.B **Scholarship Plans.** Each Core Faculty member must have a scholarship plan that is discussed with their supervisor or Dean. That plan should offer insight into how the faculty member is intellectually and publicly engaged in the faculty member's discipline and scholarship category.

11.9.C Performance Standards by Rank. Core Faculty are expected to meet the performance standards described below. Core Faculty who apply for promotion must demonstrate that they meet the performance expectations of the higher rank. Once a rank is attained, Core Faculty are expected to maintain the required level of performance at that rank in order to be eligible for reappointment at that rank. The terms “teaching,” “service,” and “scholarship” are defined in Appendix A.

- 11.9.C(1) Instructors demonstrate excellence in teaching and engagement in service. Instructors will normally hold a Master's degree.
- 11.9.C(2) Assistant Professors demonstrate excellence in teaching, engagement in and progress on their scholarship plan, and active participation in service. Assistant Professors will normally hold a terminal degree.
- 11.9.C(3) Associate Professors demonstrate excellence in teaching, meritorious accomplishments in scholarship, and significant contributions to service. Associate Professors must hold a terminal degree.
- 11.9.C(4) Professors demonstrate excellence in teaching, substantial and sustained accomplishments in scholarship, and service that demonstrates distinguished leadership at the University or to the profession. Professors must hold a terminal degree.

ARTICLE 12

EVALUATIONS, REAPPOINTMENT, AND PROMOTION PROCEDURES

- 12.1 In the normal course, the performance of Core Faculty will be evaluated in three ways: through the annual report, the application for re-appointment, and the application for promotion. Core Faculty may also be evaluated as needed to address performance concerns.
- 12.2 **Annual Reports.** Core Faculty will submit an annual report to their supervisors and Deans between May 15 and August 30 each year.
 - 12.2.A **Content.** The annual report is intended be a formative assessment and should provide a summary of teaching, service, and scholarship performed during the last year, with a maximum limit of 500 words for each section. The annual report must include the scholarship plan described in Section 11.9.B.
 - 12.2.B **Review.** Between May 15 and October 15 of each year, the Supervisor will discuss the annual report in all three (3) areas of teaching, scholarship, and

service with the Core Faculty member. Either the Core Faculty member or the Supervisor may request that the Dean participate in the meeting. Core Faculty shall only be required to attend such meetings during their contract period. The Supervisor may provide a written response to the annual report, which shall become part of the annual report.

12.3 **Reappointments.** Core Faculty will be evaluated for reappointment within the same rank according to the schedule and standards set forth in Article 11 (Contracts and Promotions) and the following process:

12.3.A **Application.** A Core Faculty member applies for reappointment by submitting an application to the Supervisor. Applicants may submit the application electronically. The application shall consist of the following materials:

12.3.A(1) Required and Provided by the Applicant.

12.3.A(1)(a) **Faculty Self-assessment.** Self-assessments should be no more than three (3) pages; they should discuss the applicant's accomplishments, strengths, and challenges in teaching, scholarship, and service since the last appointment or reappointment evaluation.

12.3.A(1)(b) **Syllabi.** Most recent syllabus from each course taught since the last appointment or reappointment evaluation.

12.3.A(1)(c) Updated curriculum vitae.

12.3.A(2) **Required and Provided by the Supervisor.** The Supervisor will take into consideration the following materials, but the applicant is not responsible for providing copies:

12.3.A(2)(a) **Annual Faculty Report.** Each annual report completed by the applicant since the last appointment or reappointment evaluation, including any written responses by the Supervisor.

12.3.A(2)(b) Report of classroom observation by the Supervisor.

12.3.A(2)(c) **Student Evaluations.** Student evaluations from all courses taught in the last three (3) years and additional examples since the last appointment or reappointment evaluation.

12.3.A(3) **Optional Materials.** The applicant may also choose to submit any of the following materials, which shall also be considered as part of the total application.

12.3.A(3)(a) Peer review reports of their teaching, service, and/or scholarship.

12.3.A(3)(b) A written response to the Supervisor's report of classroom observation.

12.3.A(4) **Simultaneous Application for Reappointment and Promotion.** Faculty members who apply for reappointment with a promotion in rank only need to submit a promotion application. The promotion application will be considered for the reappointment process as well as the promotion process.

12.3.B **Supervisor Meeting.** After submission of the materials set forth above, the applicant and the Supervisor meet to review the application.

12.3.C **Supervisor Recommendation.** The Supervisor writes a letter recommending reappointment or non-reappointment to the Dean, based on the content of the application and the meeting with the applicant. The applicant receives a copy of the letter at the same time. The applicant may write a response to the Supervisor's letter.

12.3.D **Dean Meeting.** The applicant meets with the Dean to discuss the applicant's performance and the recommendation of the Supervisor and any written response by the applicant.

12.3.E **Dean Recommendation.** The Dean reviews the application, the Supervisor's letter, any written response from the applicant, and the Dean's meeting with the applicant, and writes a letter recommending reappointment or non-reappointment to the Provost. The applicant receives a copy of the letter at the same time. The applicant may write a response to the Dean's letter.

12.3.F **Provost Decision.** The Provost reviews the application, Supervisor's letter, the Dean's letter, and any written responses by the applicant, and makes a decision as to reappointment or non-reappointment, which is communicated in writing to the applicant. The Supervisor and the Dean receive copies of this letter at the same time. Decisions must be provided in writing by May 15 of each year.

12.4 **Promotion in Rank.** Core Faculty will be evaluated for promotion in rank according to the schedule and must meet the standards set forth in Article 11 (Contracts and Promotions) and the following process:

- 12.4.A **Application.** A Core Faculty member applies for promotion by submitting an application to the Supervisor consisting of the materials prescribed in the Faculty Handbook.
- 12.4.B **Supervisor Meeting.** After submission of the required materials, the applicant and the Supervisor meet to review the application.
- 12.4.C **Supervisor Recommendation.** The Supervisor writes a letter recommending for or against promotion to the Dean, based on the application and the meeting with the applicant. The applicant receives a copy of the letter at the same time. The applicant may write a response to the Supervisor's letter.
- 12.4.D **Dean Meeting.** The applicant meets with the Dean to discuss the application, the recommendation of the Supervisor, and any written response by the applicant.
- 12.4.E **Dean Recommendation.** The Dean reviews the application, the Supervisor's letter, any written response by the applicant, and the Dean's meeting with the applicant, and writes a letter recommending for or against promotion to the Promotion Committee based on these materials. The applicant and the Supervisor receive a copy of the letter at the same time. The applicant may write a response to the Dean's letter.
- 12.4.F **Promotion Committee Recommendation.** The Promotion Committee reviews the application, the Supervisor's letter, the Dean's letter, and any written responses by the applicant and writes a letter recommending for or against promotion to the Provost based on these materials. The applicant receives a copy of the letter at the same time and may file a written response. Neither the Committee nor any subset of the Committee meets directly with the applicant during the promotion process.
- 12.4.G **Provost.** The Provost will receive a copy of the Promotion Committee's recommendation. The Provost reviews the application, the Supervisor's letter, the Dean's letter, and any written responses by the applicant, and writes a letter recommending for or against promotion to the President, based on these materials. The applicant may write a response to the Provost's letter.
- 12.4.H **President's Decision.** The President reviews the application, the Supervisor's letter, the Dean's letter, the Promotion Committee's letter, the Provost's letter, and any written responses by the applicant. The President then makes a decision based on these materials, which is communicated in writing to the applicant. In all such cases, the President's decision is final, subject to the grievability rights delineated in Section 12.5 below. The

Supervisor, the Dean, the Promotion Committee, and the Provost receive copies of this letter at the same time.

12.5 **Grievability.** Only final decisions by the Provost denying reappointment or by the President denying promotions can be grieved.

12.5.A The grievance of final decisions by the Provost denying reappointment will follow Article 11.7.

12.5.B The grievance of final decisions by the President denying promotion will be limited to allegations of whether the President's decision was made in an arbitrary or capricious manner.

ARTICLE 13

WORKLOAD

13.1 **Contract Types.** Within each year of a multi-year faculty appointment described in Article 11 (Contracts and Promotions), each Core Faculty member will be assigned a nine (9)-month (39-week) contract, a ten (10)-month contract, or a twelve (12)-month contract as set forth in this Article (each, a "Contract Period"). The work of a Core Faculty member consists of instruction, non-instructional duties, service, and scholarship, as described below and in Article 11 (Contracts and Promotions).

13.2 **Nine-Month and Ten-Month Contracts.**

13.2.A **Contract Period.** Nine (9)-month Core Faculty assignments will consist of contract periods of thirty-nine (39) weeks as follows:

- 13.2.A(1) August 29, 2019 - May 27, 2020
- 13.2.A(2) August 31, 2020 - May 30, 2021
- 13.2.A(3) August 30, 2021 - May 29, 2022
- 13.2.A(4) August 29, 2022 - May 28, 2023
- 13.2.A(5) August 28, 2023 - May 26, 2024

13.2.B **Work Requirements.**

13.2.B(1) **Units.**

13.2.B(1)(a) **FYs 2020 and 2021.** During the Contract Period for FY 2020 and 2021, Core Faculty on nine (9)-month Contract Periods are required to complete seven (7) workload units.

13.2.B(1)(b) **FYs 2022 and 2023.** Starting in FY 2022, the parties agree on a workload reduction to six and one-half (6.5) workload units instead of seven (7). Instructors will remain at seven (7) units.

This change to six and one-half (6.5) workload units will be implemented through a reduction to six (6) workload units for faculty in alternating years. Thus, starting in FY 2022, Core Faculty who are on nine (9)-month Contract Periods (not counting Instructors) will be required to complete thirteen (13) workload units over two (2) years, with final assignments for each year to be determined by the Dean following recommendations from the Supervisor. The Core Faculty and the Dean may agree to partial workload units in each year such that the 6.5 unit load is met in each of two years or, alternatively, the Core Faculty member will complete six (6) workload units in one year and seven (7) workload units in the other year.

13.2.B(1)(c) **FY 2024.** Starting in FY 2024, the parties agree on a further workload reduction to six and one-third (6.33) workload units. Instructors will remain at seven (7) units.

This change to six and one-third (6.33) workload units will be implemented through a reduction to six (6) workload units for Core Faculty in two (2) out of every three (3) years, with the remaining year requiring seven (7) workload units. Thus, starting in FY 2024, Core Faculty who are on nine (9)-month Contract Periods (not counting Instructors) will be required to complete nineteen (19) workload units over three (3) years, with final assignments for each year to be determined by the Dean following recommendations from the Supervisor. The Core Faculty and the Dean may agree to partial workload units in each year such that the 6.33 unit load is met in each of three years or, alternatively, the Core Faculty member will complete six (6) workload units in two years and seven (7) workload units in the other year, or some combination thereof.

- 13.2.B(2) In addition to the requirements for faculty on nine (9)-month contracts, Core Faculty on ten (10)-month contracts are also required to complete an additional twenty (20) days of work during the thirteen (13)-week "Summer Period" following the Contract Period.
- 13.2.B(3) **Part-time Workload Proration.** Part-time Core Faculty workload expectations will be pro-rated by FTE.
- 13.2.B(4) **Overload Work.** On an optional basis, Core Faculty may accept available work above the required units. Such work is considered "Overload" work and is paid at a special rate, as per Article 14.3. Faculty are not required to accept any kind of Overload work, including independent studies. The University is not required to offer or approve any kind of Overload work.
- 13.2.B(5) **Overload Cap.** Normally, Core Faculty may not carry more than two (2) Overload units (whether instructional or other) in any semester. The Dean in the Dean's discretion may approve more than two (2) Overload units per semester.

13.2.C Additional Obligations.

- 13.2.C(1) **Service and Scholarship.** Each year, Core Faculty are required to engage in service and scholarship activity in addition to the six (6) or seven (7)-unit workload. This required service and scholarship activity is in addition to any workload unit specifically assigned for service or scholarship. However, faculty will be acknowledged for service or scholarship performed under such workload assignment in their performance evaluation.
- 13.2.C(2) **Expected Attendance.** During the Contract Period (and the additional twenty (20) days for ten (10)-month faculty), Core Faculty are expected to attend School, College, Department, and Division meetings, and to participate in a number of University events such as Convocation, Commencement, student recruiting activities, student retention activities, and faculty development days.

13.2.D Summer Period.

- 13.2.D(1) **Distribution of Course Load.** Consistent with program, School, and University needs, and subject to the Dean's approval, Core Faculty on Contract Periods may choose to

spread their teaching course load across the entire calendar year, meaning that up to two (2) courses can be taught "on load" during the Summer Period immediately following the Contract Period. However, faculty will not be required to spread their course load into the Summer Period.

13.2.D(2) **Optional Summer Contracts.** In addition to the other types of summer work described in this Article, at the discretion of the University, some Core Faculty may be offered contracts to engage in instructional and/or non-instructional work during the Summer Period. Core Faculty may decline such offers without any adverse consequences.

13.2.D(2)(a) **Contract Details.** Each summer contract will include

- 13.2.D(2)(a)(i) dates of service,
- 13.2.D(2)(a)(ii) FTE basis,
- 13.2.D(2)(a)(iii) salary, and
- 13.2.D(2)(a)(iv) description of responsibilities.

13.2.D(2)(b) **Variability.** The number of work weeks assigned to a Core Faculty member during the summer can vary between zero (0) weeks and thirteen (13) weeks for each year of a faculty member's appointment, subject to the mutual agreement of the Core Faculty member and the University.

13.3 Twelve-Month Contracts.

13.3.A **Discretionary Appointment.** At the discretion of the University, some Core Faculty may be appointed to twelve (12)-month contract periods in one (1) or more years of a multi-year faculty appointment.

13.3.A(1) **Year-Round Programs.**

13.3.A(1)(a) A twelve (12)-month contract may be granted to a Core Faculty member who is assigned to a year-round program. Such faculty members are required to teach eight (8) or nine (9) workload units; see Section 13.3.B for details.

13.3.A(1)(b) A "year-round program" is a degree program that is designed to enroll and does in fact enroll students in twelve (12) months of consecutive courses (six (6) consecutive terms or three (3) consecutive semesters). The Provost determines which degree programs are

“year-round programs” and which Core Faculty may be awarded a twelve (12)-month contract on this basis.

- 13.3.A(2) The Provost may also determine that certain Core Faculty may be awarded twelve (12)-month contracts to teach or provide program support in programs that have robust student enrollment during the Summer Period.

13.3.B Work Requirements.

13.3.B(1) Units.

13.3.B(1)(a) **FYs 2020 and 2021.** During the Contract Period for FY 2020 and 2021, Core Faculty on twelve (12)-month Contract Periods are required to complete nine (9) workload units each year.

13.3.B(1)(b) **FYs 2022 and 2023.** Starting in FY 2022, the parties agree on a workload reduction to eight and one-half (8.5) workload units instead of nine (9). Instructors will remain at nine (9) units.

This change to eight and one-half (8.5) workload units will be implemented through a reduction to eight (8) workload units for faculty in alternating years. Thus, starting in FY 2022, Core Faculty who are on twelve (12)-month contract periods (not counting Instructors) will be required to complete seventeen (17) workload units over two (2) years, with final assignments for each year to be determined by the Dean following recommendations from the Supervisor. The Core Faculty and the Dean may agree to partial workload units in each year such that the 8.5 unit load is met in each of two years or, alternatively, the Core Faculty member will complete eight (8) workload units in one year and nine (9) workload units in the other year.

13.3.B(1)(c) **FY 2024.** Starting in FY 2024, the parties agree on a further workload reduction to eight and one-third (8.33) workload units. Instructors will remain at nine (9) units.

This change to eight and one-third (8.33) workload units will be implemented through a

reduction to eight (8) workload units for Core Faculty in two (2) out of every three (3) years, with the remaining year requiring nine (9) workload units. Thus, starting in FY 2024, Core Faculty who are on twelve (12)-month Contract Periods (not counting Instructors) will be required to complete twenty-five (25) workload units every three (3) years, with final assignments for each year to be determined by the Dean following recommendations from the Supervisor. The Core Faculty and the Dean may agree to partial workload units in each year such that the 8.33 unit load is met in each of three years or, alternatively, the Core Faculty member will complete eight (8) workload units in two years and nine (9) workload units in the other year, or some combination thereof.

13.3.B(2) **Overload Cap.** As per Sections 13.2.B(4) and (5).

13.3.B(3) **Additional Obligations.**

13.3.B(3)(a) **Service and Scholarship.** Core Faculty on twelve (12) month contracts are required to engage in service and scholarship activity in addition to the eight (8) or nine (9)-unit workload. This required service and scholarship activity is in addition to any workload unit specifically assigned for service or scholarship. However, faculty will be acknowledged for service and scholarship performed under such workload assignment in their performance evaluation.

13.3.B(3)(b) **Expected Attendance.** Core Faculty on twelve (12)-month contracts are expected throughout the year to attend School, College, Department, and Division meetings, and to participate in a number of University events such as Convocation, Commencement, student recruiting activities, student retention activities, and faculty development days.

13.3.B(4) **Summer Work.** A Core Faculty member on a twelve (12)-month contract is expected to engage in teaching, service, and

scholarship during the Summer Period in the same way as all Core Faculty during the Contract Period.

13.4 **Revision of Contract Period Length.**

13.4.A **Programmatic Changes.** The University may alter a faculty member's length of contract (i.e. nine (9), ten (10), or twelve (12) months) due to changes in programmatic needs (e.g., the program is no longer "year-round") or for financial reasons, provided one (1)-year notice of the change is given.

13.4.B **Reappointment.** The University may also alter the length of contract when reappointing a Core Faculty member to a new two (2), three (3), five (5), or eight (8)-year contract.

13.4.C **Replacement Faculty.** If a Core Faculty member with a twelve (12)-month contract leaves the University for any reason, the University is free in its discretion to appoint any replacement to a nine (9)-month contract instead of a twelve (12)-month contract.

13.5 **Description of Units.**

13.5.A **Instructional Units.**

13.5.A(1) Teaching units involve direct faculty-to-student instruction for which students earn credit. Instructional units include

13.5.A(1)(a) course instruction,

13.5.A(1)(b) Ph.D. student advising (four (4) Ph.D. students equal one (1) instructional unit),

13.5.A(1)(c) thesis advising, and

13.5.A(1)(d) fieldwork supervision.

13.5.A(1)(e) Instructional units do not include independent study supervision.

13.5.A(2) **Unit Proration.** A three (3)-credit, semester-long course equals one (1) workload unit (excluding LA+D studio courses, independent studies, and individual field placement and practicum supervision assignments). Therefore, a one (1)-credit course equals one-third (.33) of a workload unit, a two (2)-credit course equals two-thirds (.67) of a unit, and a four-credit course equals one and one-third (1.33) units.

13.5.A(2)(a) Studio arts courses in LA+D are weighted by contact hour, with a standard of a four (4)-contact hour course equaling one (1) unit.

13.5.A(2)(b) A four (4)-credit science lab in CLAS equals one and one-half (1.5) units.

13.5.A(2)(c) The Provost may determine variations on this formula or equivalent units but may not do so in an arbitrary or capricious manner.

13.5.A(3) The parties will review workload unit equivalencies of the MFA Visual Arts Low-Residency Program and the MFA Creative Writing Low-Residency Program.

13.5.A(4) **Supervision.** Field placement supervision assignments and practicum supervision assignments equal one (1) workload unit or portion thereof, as determined by the Provost in consultation with program directors and program faculty, and subject to accreditation and regulatory requirements.

13.5.A(5) **Independent Studies.** Independent study supervision is not allocated to workload unit calculations and is compensated separately. Core Faculty members are not required to teach independent studies.

13.5.B **Administrative Units.** The parties agree that when a Core Faculty member receives an administrative unit release, such administrative work should in general constitute an equivalent amount of work to teaching a class. While it is difficult to measure such professional work with precision, and while the University retains the right to decide upon distribution of administrative units and to allocate such units, the parties agree that a Core Faculty member is free to discuss the particular allocation of an administrative unit(s) and how it was determined with their Dean. Further, after allocations have been made in a given year, the union is free to raise concerns through the Labor-Management committee, as per Article 17.

13.5.C **Non-Unit Work.**

13.5.C(1) Academic advising of undergraduate and master's degree students is an integral part of the academic experience of students, and a normal extension of faculty teaching. Therefore, the normal advising load does not constitute a separate workload unit. Academic advising varies by program and level of study and includes degree planning and career planning. In the normal course, each Core Faculty member will have College and program -specific numbers of advisees.

13.5.C(2) The review and revision of courses is a normal part of the instructional practice. Internal program review, in addition to

course review and revision, is also considered a normal part of teaching duties and is not a workload unit.

13.5.D **Threshold Program.** Workload assignments for Core Faculty in the Threshold Program will consist of instructional and non-instructional assignments determined by the Director of Threshold to achieve a reasonable hourly equivalent total per semester comparable to other Core Faculty as described above.

13.6 Outside employment should not result in a conflict of interest or conflicts of commitment.

13.7 **Workload Audit.** The University will report at labor management committee meetings during the first year of this Agreement on the results of internal audit regarding the number of meetings that faculty are expected to attend.

ARTICLE 14

BASE SALARY AND OTHER COMPENSATION

14.1 **Base Salary Rate.** Nothing in this Agreement shall prohibit the University from paying above the minimum rates established in this Section.

14.1.A **Salary Rates.** The following shall be the minimum salary rate for each Core Faculty rank for thirty-nine (39)-week/nine (9)-month Contract Periods:

14.1.A(1)	Instructor \$50,000
14.1.A(2)	Assistant Professor \$60,000
14.1.A(3)	Associate Professor \$70,000
14.1.A(4)	Professor \$80,000

14.1.B **Pro Rata Compensation.** Core Faculty who teach part-time or who are on ten (10)- or twelve (12)-month Contract Periods shall be paid a pro-rated salary based on percentage FTE and length of Contract Period.

(Example: a full-time, 10-month appointment for an Associate Professor would pay 1.11 times the salary rate listed in Section 14.1.A(3), while a 12-month appointment would pay 1.33 times that amount.)

14.1.C **Annual Adjustments.** Core Faculty employed by the University in the prior academic year and still employed in the bargaining unit on the dates below shall receive increases to their base salary rates as follows:

14.1.C(1)	January 1, 2020: 2%
14.1.C(2)	January 1, 2021: 2%
14.1.C(3)	January 1, 2022: 1.75%

- 14.1.C(4) January 1, 2023: 1.5%
- 14.1.C(5) January 1, 2024: 1.5%
- 14.1.C(6) **Methodology.** For raises pursuant to Sections 14.1.C(1-2), the two percent (2%) will be applied to the total bargaining unit payroll as of the previous December (i.e., December 1, 2019 for the January 1, 2020 increase and December 1, 2020 for the January 1, 2021 increase). The total amount generated by the percentage increase will be distributed in equal amounts to each member of the bargaining unit in equal dollars, except as adjusted for Contract Period length and for FTE.

For pay raises pursuant to Sections 14.1.C(3-5), each bargaining unit member will receive the indicated percentage increase over the member's previous base salary.

14.2 **Promotion Payments.** Upon promotion to a higher rank, a Core Faculty member's annual salary rate will be raised to the minimum for the new rank or will be raised by \$5,000, whichever is greater.

14.3 **Additional Compensation Rates.** Core Faculty shall receive additional compensation for Overload work.

14.3.A **Overload Rate.** The Overload Rate will be \$4,800 with annual adjustments to take effect as follows:

- 14.3.A(1) January 1, 2020: 2%
- 14.3.A(2) January 1, 2021: 2%
- 14.3.A(3) January 1, 2022: 1.75%
- 14.3.A (4) January 1, 2023: 1.5%
- 14.3.A.(5) January 1, 2024: 1.5%

14.3.B **Courses.** For a one (1)-unit course (or the equivalent) taught as an Overload, Core Faculty shall receive the Overload Rate. For a course worth fewer or greater units, the Overload rate shall be pro-rated accordingly.

14.3.C **Independent Studies.** Independent study supervision is not allocated to workload unit calculations. Core Faculty shall receive \$500 per student, per semester or term, for supervising an independent study that bears three credits for the student. Payments for supervising an independent study worth fewer than or greater than three (3) credits shall be pro-rated accordingly.

14.3.D **Non-instructional Work.** Compensation rates for non-instructional work performed as Overload work will be established by the Provost on either a flat fee ("stipend") basis or at the Overload Rate for work equal to one (1) workload unit.

14.4 **Discretionary Salary Increases.**

14.4.A **Competing Offers.** Nothing in this Agreement shall preclude the University from providing base salary increases to members of the bargaining unit in excess of the amounts specified in this Article at any time, provided that such increases are for the purpose of countering, matching, or exceeding bona fide offers from other institutions.

14.4.B **Equity and Outstanding Contributions.** Further, nothing in this Agreement shall preclude the University from providing base salary increases for rewarding outstanding professional contributions to the University, or to address issues of pay equity.

14.4.C **Discretion.** The Provost will make the final decision in the Provost's discretion as to whether to award such money and this decision shall not be grievable. It is understood that while the University retains the right to award salary increases under Section 14.4, as indicated, it shall not be under any obligation to make such awards.

14.4.D **Notice.** The Union shall be notified in writing of the amounts paid and of the specific reasons for the award.

14.4.E Any awards made under Section 14.4 shall not come out of any of the negotiated pools of money under this Agreement but shall be in addition to such negotiated amounts.

ARTICLE 15

FACULTY DEVELOPMENT, SCHOLARSHIP, AND SABBATICALS

15.1 **Professional Development Grants.**

15.1.A **Individual Accounts.**

15.1.A(1) The University will allocate money to each Core Faculty member for the purpose of professional development and scholarship, including, but not limited to travel and attending conferences. Part-time Core Faculty members will receive funds on a pro rata basis. Allocated funds shall be as follows:

15.1.A(1)(a) FY 2020: \$1,000

15.1.A(1)(b) FY 2021: \$1,000

15.1.A(1)(c) FY 2022: \$1,000

15.1.A(1)(d) FY 2023: \$1,000

15.1.A(1)(e) FY 2024: \$1,000

15.1.A(2) **Rollover Funds.** Core Faculty may accrue and spend such funds throughout the life of this Agreement, up to a maximum account limit of \$3,000 at any time. Funds unused as of June 30, 2024 will return to the University's general institutional account.

15.1.A(3) The Provost's office will manage the individual accounts and will establish criteria for use of these funds. Use and disbursement of funds will follow the University's travel and reimbursement policies and procedures established and communicated by the Budget Office. The University will make reasonable efforts to provide advanced notice of changes to such policies and procedures.

15.1.B **Pooled Funds.** In addition to the individual professional development accounts, the University will provide \$50,000 in each of Fiscal Year 2020, FY 2021, FY 2022, FY 2023 and FY 2024. for professional development grants. Funds unused at the end of each Fiscal Year will be returned to the University's general institutional account. The funds will be administered and approved each year by the Faculty Life and Development Committee which shall also set application and approval procedures.

15.1.C **Additional University Initiatives.** The Provost and Dean of Faculty may award additional professional development and incentive funding for initiatives related to teaching and scholarship. Funding, criteria for awards, and specific areas of focus will be established annually in consultation with the Faculty Life and Development Committee.

15.2 **Release from Workload Units.** The purpose of workload releases is for Core Faculty to have additional time to engage in scholarship activity. Without the permission of the Dean, no release unit will be granted during a semester in which the Core Faculty member is performing any Overload work or independent studies.

15.2.A **Scholarship Release Units.** The University will grant workload releases for scholarship as follows:

15.2.A(1) FY 2020: Up to twenty-five (25) releases.

15.2.A(2) FY 2021: Up to twenty-five (25) releases.

15.2.A(3) FYs 2022-2024: No workload releases for scholarship, except at the discretion of the Provost.

15.2.B **Applications.** Applications for release units described in Section 15.2.A will be made to the Faculty Life and Development Committee, which will submit its recommendation to the Provost; the Provost will award the release units.

15.3 Sabbaticals.

15.3.A **Purpose.** A Sabbatical is a substantial period of time and it is important that the scope of the project be appropriate for the amount of time requested for its completion. Sabbaticals are intended to provide opportunities for individual faculty development and renewal, which may take many forms, including but not limited to:

- 15.3.A(1) projects of intellectual renewal, which will foster professional development;
- 15.3.A(2) training or branching out into new areas of teaching or research; or
- 15.3.A(3) improving technical skills through focused study.

15.3.B **Full-Year or Half-Year Sabbaticals.** The University may in its discretion grant either full-year or half-year Sabbaticals to eligible Core Faculty members in accordance with the provisions of this Article.

15.3.B(1) **Length and Rates.**

15.3.B(1)(a) **9-Month Contracts.** A Sabbatical for faculty with nine (9)-month contract periods will be for either one (1) semester at the faculty member's nine (9)-month base salary or two (2) consecutive semesters within the same academic year at one-half (1/2) the faculty member's nine (9)-month base salary.

15.3.B(1)(b) **10-Month Contracts.** A Sabbatical for faculty with ten (10)-month contract periods will be for either five (5) months at the faculty member's ten (10)-month base salary or ten (10) months within the same fiscal year at one-half (1/2) the faculty member's ten (10)-month base salary.

15.3.B(1)(c) **12-Month Contracts.** A Sabbatical for faculty with twelve (12)-month contract periods will be for either six (6) months at the faculty member's annual salary or twelve (12) months within the same fiscal year at one-half (1/2) the faculty member's annual salary.

15.3.B(2) **Timing.**

15.3.B(2)(a) **9-Month Contracts.** For faculty on nine (9)-month contract periods, the fall Sabbatical

begins on the first day of the nine (9)-month contract period and ends on January 14, and the spring Sabbatical begins on January 15 and ends on the last day of the nine (9)-month contract period.

15.3.B(2)(b) **Longer Contracts.** The starting and ending date of any Sabbatical for faculty with ten (10) or twelve (12)-month contract periods will be agreed upon between the faculty member and their Dean.

15.3.C Workload Releases.

15.3.C(1) Unit Releases.

15.3.C(1)(a) **Before FY 2022.** In all cases of one-half (1/2) year (semester, five (5)-month, or six (6)-month) Sabbaticals, nine (9)-month and ten (10)-month faculty will receive a reduction of four (4) workload units from their annual workload requirements and twelve (12)-month faculty will receive a reduction of five (5) workload units.

15.3.C(1)(b) **FY 2022 and Later.** Effective with Sabbaticals beginning on or after July 1, 2021, nine (9)-month and ten (10)-month faculty will receive a reduction of three (3) workload units from their annual workload requirements and twelve (12)-month faculty will receive a reduction of four (4) workload units.

15.3.C(2) **Prohibited Activity.** Since the Sabbatical provides substantial release from institutional responsibilities for the purpose of individual study and research, a Core Faculty member granted a Sabbatical may not assume any instructional or non-instructional responsibilities from the University during the Sabbatical, except in unusual circumstances and with the prior written approval of the Provost.

15.3.D **Benefits and Seniority Accrual.** During Sabbaticals, benefits are paid as usual and the Sabbatical time is counted toward determining eligibility for salary increase, and for calculation of service time towards reappointment and promotion.

15.3.E **Eligibility.** All Core Faculty who have been employed at the University for a minimum of six (6) years are eligible to apply for a Sabbatical. Core Faculty on temporary contracts are not eligible for Sabbaticals. A Core Faculty member who has been awarded a full-year or half-year sabbatical is eligible to apply for an additional Sabbatical after six (6) years of service at the University following the conclusion of the prior Sabbatical.

15.3.F **Application.** Following the timeline developed annually by the Faculty Life and Development Committee, a Core Faculty member who is eligible to apply for a Sabbatical may submit an Application for Sabbatical Leave, with a copy of the Core Faculty member's most recent annual report, to the Core Faculty member's Supervisor who will then forward it to the Dean for consideration. The Dean shall forward the application to the Faculty Life and Development Committee. The Application for Sabbatical Leave must include the following:

- 15.3.F(1) A full discussion of the Sabbatical program with attention to the following:
 - 15.3.F(1)(a) Goals of the Sabbatical;
 - 15.3.F(1)(b) The activities that will be undertaken to achieve those goals;
 - 15.3.F(1)(c) The timeline and implementation plan for those activities;
 - 15.3.F(1)(d) Intended accomplishments of the Sabbatical, including a discussion of how the Sabbatical will help the applicant contribute to the field; and
 - 15.3.F(1)(e) The intended "product" that will demonstrate success of the plan.
- 15.3.F(2) A full discussion of the relationship of the Sabbatical to the professional development of the individual within the context of benefit to the University.
- 15.3.F(3) Prior relevant professional activity and/or interest of the applicant.
- 15.3.F(4) Relationship of the proposed Sabbatical to the current and subsequent professional growth of the applicant.
- 15.3.F(5) Relationship of the intended Sabbatical accomplishments to the applicant's performance of University responsibilities.
- 15.3.F(6) A current vita.

15.3.G Approval.

15.3.G(1) **Criteria.** A Sabbatical request is not automatically granted but is awarded in the discretion of the University taking into account the quality of the Sabbatical proposal and the staffing, program and budgetary needs of the University. This will include the following:

- 15.3.G(1)(a) Quality of the Sabbatical application and the faculty member's annual reports described in Article 12 (Evaluations, Reappointment, and Promotion Procedures);
- 15.3.G(1)(b) Benefit to the University;
- 15.3.G(1)(c) Feasibility of the implementation of the plan;
- 15.3.G(1)(d) Current and/or projected financial ability of the University to implement the Sabbatical;
- 15.3.G(1)(e) Ability to fund the salary of the faculty member and still maintain approved budget projections;
- 15.3.G(1)(f) The convenience of both the University and the individual faculty member; and
- 15.3.G(1)(g) Approval of the application for Sabbatical Leave by the Faculty Life and Development Committee.

15.3.G(2) **Process.**

- 15.3.G(2)(a) The faculty member submits an application for sabbatical to their Supervisor. The Supervisor submits a recommendation indicating how the needs of the program will be met during the proposed sabbatical.
- 15.3.G(2)(b) The Dean submits a recommendation for or against the Sabbatical request to the Faculty Life and Development Committee.
- 15.3.G(2)(c) The Committee then discusses the application and makes its recommendation to the Provost.
- 15.3.G(2)(d) The Provost reviews the recommendations of the Dean, the Supervisor, and the Faculty Life and Development Committee and makes the final decision whether to award the Sabbatical or not.
- 15.3.G(2)(e) Substantial Changes to Sabbatical Plan. During the sabbatical period, when a Core Faculty member determines that substantial changes to

the approved sabbatical plan are necessary, these changes must be communicated in writing to the Dean and Provost with a revised sabbatical plan as soon as practicable during the sabbatical period.

15.3.H Post-Sabbatical Duties.

15.3.H(1) **Reporting.** Within two (2) months following completion of the Sabbatical, the faculty member shall provide the Provost with a short, written report that answers the following:

15.3.H(1)(a) How were your goals met?

15.3.H(1)(b) What were the highlights of the Sabbatical?

15.3.H(1)(c) What implications are there for the University?

15.3.H(1)(d) Describe any possible next steps for your work.

15.3.H(2) **Recommitment to the University.** A Core Faculty member who is granted a Sabbatical must return to the University for a minimum of one (1) years of service, except in unusual circumstances and with the prior written approval of the Provost. Requests for exception should be submitted in writing to the Provost and will be considered by the Provost and decided at the Provost's sole discretion. If a Core Faculty member does not return for one (1) year of full-time service immediately following a Sabbatical, and is not granted an exception by the Provost, the faculty member must return to the University the full amount of salary and benefits paid during the sabbatical period.

ARTICLE 16

BENEFITS

16.1 Core Faculty may participate in the health insurance and other benefits listed on the University's Human Resources webpage, subject to the relevant eligibility criteria. The benefits will be administered for Core Faculty in the same manner as other employees at the University, except as otherwise noted in this Agreement. The University will negotiate with the Union regarding any substantial changes in offered plans or plan design.

16.2 **Vacation Days.** Core Faculty on twelve (12)-month contract periods accrue twenty (20) vacation days each calendar year and may carry over up to ten (10) vacation days from one calendar year to the subsequent calendar year.

16.3 Retirement Plan.

16.3.A **Eligibility Schedule.** All eligible (as defined by the retirement plan provisions) Core Faculty will receive matching contributions from the University, according to their length of service at the University, beginning in their second year of service. If a Core Faculty member can show proof satisfactory to the retirement plan that they were a participating member of another 403(b), 401(a), or 401(k) plan immediately prior to joining the University, the University will provide matching contributions beginning in their first year of service.

16.3.B **Contribution Amounts.** The University will make contributions to each eligible Core Faculty member's retirement account, depending on the Core Faculty member's years of service at Lesley and the amount of the Core Faculty member's elective deferral. The University's contribution shall be as follows:

Years of Service	Employee Contribution	University Contribution
Fewer than 5	3%-4.99%	5%
At least 5, fewer than 10	3%-4.99%	5.5%
At least 10	3%-4.99%	6%
Fewer than 5	5.00% or more	7%
At least 5, fewer than 10	5.00% or more	7.5%
At least 10	5.00% or more	8%

16.3.C **Continuity.** The University will maintain the retirement account contributions effective on the last day of this Agreement for at least one (1) year following its termination unless a successor agreement has been ratified.

16.4 Paid Sick Leave.

16.4.A **Sick Days.** Core Faculty accrue one (1) sick day per month of their contract period and may accrue up to ninety (90) sick days. Core Faculty on nine (9)-month contracts accrue nine (9) sick days per year, faculty on ten (10)-month contracts accrue ten (10) sick days per year, and faculty on twelve (12)-month contracts accrue twelve (12) sick days per year.

16.4.B **Restrictions on Paid Sick Days.** Qualifying events listed in Sections 16.4.C(1-3) for FMLA shall be considered to have occurred on the first day of the next contract period if the event occurred during an off-contract period. Paid sick days shall be for the purposes of extended absences of more than one (1) week and when the academic continuity for the course is disrupted.

Paid sick days may be used in combination with short- or long-term disability to provide up to full pay during the leave of absence.

16.4.C Customary Uses of Paid Sick Days. Faculty may use sick days for the reasons specified in the Massachusetts Sick Leave Act. Faculty on approved FMLA leave may also use their sick days for the following purposes:

- 16.4.C(1) for the birth and care of the newborn child of an employee;
- 16.4.C(2) for placement with the employee of a child for adoption or foster care; or
- 16.4.C(3) to care for an immediate family member (spouse, child, or parent) with a serious health condition.

16.4.D Other Uses of Paid Sick Days. The University in its discretion may grant a leave of absence to a Core Faculty member in cases where the Core Faculty member wishes to care for a non-immediate family member with a serious health condition; the Core Faculty member may use up to ten (10) accrued sick days for such leave.

16.5 Tuition Remission. In addition to the Tuition Remission benefits listed on the University's Human Resources website, the Tuition Remission Program benefit will include tuition remission for qualified dependent children of Core Faculty when those children are enrolled in the two (2)-year core Threshold Program in an amount equal to the tuition amount for undergraduate students.

16.6 Paid Family Medical Leave. The University will deduct from Core Faculty earnings the maximum amounts permitted for medical leave and family leave contributions to the Massachusetts Department of Family and Medical Leave pursuant to the Massachusetts Paid Family and Medical Leave Act.

ARTICLE 17

LABOR-MANAGEMENT COMMITTEE

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

- 17.2 During the term of this Agreement, the University will report and discuss at labor management committee meetings on University initiatives and steps taken. The University and the Union acknowledge that a number of substantial changes will need to occur during the term of the Agreement, including but not limited to addressing the following factors: the number of course sections offered; class sizes; non-instructional units allocated to faculty; the cost to deliver instruction; the type and number of academic programs offered; stipends and other factors. The labor management committee will meet every two (2) months throughout the term of the Agreement for reports on these initiatives. Each year, the University will identify up to three (3) administrators who will attend these meetings and the Union will identify up to three (3) representatives who will attend these meetings.

ARTICLE 18

PERSONNEL FILES

Core Faculty may review their personnel files by appointment with the Human Resources Department of the University. Upon their request, Core Faculty will be given a photocopy of any item(s) in such file(s).

ARTICLE 19

PAYDAY

- 19.1 A Core Faculty member shall be paid on a monthly basis, in accordance with the University's practice for employees paid on a monthly basis as in effect from time to time, for the teaching and other compensable duties they performed, provided the Core Faculty member has submitted to the University, in a timely fashion in advance of the University's monthly payroll deadline, all documentation or information necessary for the processing of said payment. Payment shall be made by direct deposit to the Core Faculty member's bank account.
- 19.2 All Core Faculty shall have access to the ADP Self Service Portal (or any successor or substitute company's website) to obtain an itemized electronic pay stub. The precise payday shall be the same day set for others in the University who are similarly situated.

ARTICLE 20

NO STRIKE AND NO LOCKOUT

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

- 20.2 In the event of a strike in violation of Section 20.1, the University may immediately pursue, in any court of competent jurisdiction, whatever remedies are available to it. Any Unit Core Faculty engaging in any activity in violation of Section 20.1 may be discharged.
- 20.3 During the term of this Agreement, the University shall not lock out Core Faculty.
- 20.4 In the event of a lockout in violation of Section 20.3, the Union may immediately pursue, in any court of competent jurisdiction, whatever remedies are available to it.

ARTICLE 21

SAVINGS CLAUSE

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

ARTICLE 22

WAIVER

- 22.1 No provision of this Agreement will be modified, waived, or discharged unless the modification, waiver, or discharge is agreed to in writing and signed by the parties hereto.
- 22.2 No waiver by either party hereto of any breach of, or of compliance with, any condition or provision of this Agreement by the other party will be considered a waiver of any other condition or provision or of the same condition or provision at another time.

ARTICLE 23

TERM OF AGREEMENT

This Agreement shall be in full force and effect from October 29, 2019 to and including June 30, 2024 and thereafter shall continue in effect unless notice of a desire to modify or terminate the Agreement is given by either party to the other, in writing and by certified mail, return receipt requested, at least sixty (60) calendar days prior to the expiration of the Agreement; provided, however, that where neither party gives such sixty (60) calendar day notice of modification or termination prior to the expiration of the Agreement, the Agreement shall continue in effect until terminated or modified following notice by either

party to the other, in writing and by certified mail, return receipt requested, of a desire to terminate or modify the Agreement, at least ninety (90) calendar days thereafter.

SERVICE EMPLOYEES INTERNATIONAL UNION, LESLEY UNIVERSITY
CtW Local 509

By: /s/Peter MacKinnon

Its: President

Date: 11/26/19

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

By: /s/ Margaret Everett
Provost and VP for Academic Affairs

Date: 11/26/19

LESLEY UNIVERSITY

By: /s/ Shirin Philipp
VP and General Counsel

Date: 11/26/19

Office of the Provost
29 Everett Street
Cambridge, MA 02138

With a copy to the General Counsel

APPENDIX A - DEFINITIONS

Bargaining Unit.	Those employees collectively represented by the Union for collective bargaining purposes, as per Article 1 (Recognition and Bargaining Unit Description).
Contract Period.	As defined in Article 13.1.
Core Faculty.	Any member of the bargaining unit.
Days.	Absent any other modifier, this shall be taken to mean calendar days; provided however, if the day in question falls on a weekend or legal holiday, the parties agree that the operative action shall take place on the next business day.
Dean.	Absent any other modifier, this shall be taken to refer to the Dean of the Core Faculty member's employing school.
Fiscal Year.	The inclusive period of time between July 1 and June 30; abbreviated as FY.
Grievance.	Any dispute concerning the interpretation, application, or claimed violation of a specific term or provision of this Agreement.
Grievant.	The party primarily affected by a grievance. This may be a Core Faculty member, a group of Core Faculty, or the Union.
Overload.	As defined in Article 13.2.B.4.
Personnel File.	Documents maintained by the University reflecting an individual's appointment as an employee at this University, revision or termination of such appointment, job-related evaluations or discipline, and the pay and benefits related to such appointment.
Scholarship.	<p>Scholarship includes publications, presentations, or creative activity such as creative performances and exhibitions, which reflect the three characteristics cited by Lee Shulman in his definition of scholarship: "...it should be public, susceptible to critical review and evaluation, and accessible for exchange and use by other members of one's scholarly community." Scholarship must also reflect at least one of the following categories; the first four are Ernest Boyer's four categories of scholarship as described in his book <i>Scholarship Reconsidered: Priorities of the Professoriate</i> (2016):</p> <p>The "scholarship of discovery;" for example, the creation of new theory and basic research.</p>

The "scholarship of integration;" for example, working with colleagues from a different field in a way that discovers new patterns, or designing a new program of study that draws from a variety of disciplines.

The "scholarship of application;" for example, new knowledge generated by the application of theory to practice or from an innovative approach to applying theory.

The "scholarship of teaching;" for example, pedagogical procedures that illuminate content in a new and more powerful way.

The "scholarship of creativity," meaning artistic products in visual, literary, and performance arts; for example, public performances and public exhibitions.

Semester.	The inclusive period between the first day of classes and the day on which grades are due.
Service.	Service includes leadership roles, committee engagement, or curriculum and program development related to the Core Faculty member's department/division, College/School, or the University; mentoring of faculty; supporting student activities within the University; and professional service outside of the University in the academic community and the professional specialty.
Summer Period.	As defined in Article 13.2.B.(2).
Supervisor.	The immediate employment supervisor of the Core Faculty member and excluded from the bargaining unit as a statutory supervisor under the National Labor Relations Act.
Teaching.	Teaching includes all instructional activity; classroom teaching; curriculum revision; student advising; supervision of individualized studies; and student academic support. Excellence in teaching is the primary performance criterion for all faculty members at all ranks.
Union.	The collective bargaining agent for the bargaining unit.
Unit.	Either (1) a three (3)-credit non-studio course or (2) a three (3)-credit, four (4) contact-hour studio art course. Units are pro-rated from this standard based on credits, except as noted otherwise in this Agreement; studio art courses are pro-rated based on contact hours.
University.	Lesley University.