



Lesley University Core Faculty
Collective Bargaining Agreement
with SEIU

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This Agreement is entered into as of the date indicated below, with an effective date of October 20, 2016 (the “Effective Date”), by and between Lesley University (hereinafter referred to as the “Employer” or “University”), and Service Employees International Union, CtW Local 509 (hereinafter referred to as the “Union”).

ARTICLE 1 - RECOGNITION AND BARGAINING UNIT DESCRIPTION

Section 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.

Excluded are all other employees, National Faculty, Deans, Associate Deans, Provost, adjunct faculty, coaches, all Division Directors and Director of Field Placement in the Graduate School of Education, all Chairs in the Lesley University College of Art and Design, all Division Leaders in the College of Liberal Arts, the following classifications in the Graduate School of Arts and Social Science: Division Director (Division of Expressive Therapies), Division Director (Division of Counseling and Psychology, Program Director-MFA Writing, Director of Interdisciplinary Studies, Directors of Field Training, Supervisor of Academic Affairs, and Associate Director of Academic Affairs, and Associate Director of Expressive Therapies, and all managers, confidential employees, guards and supervisors as defined in the Act.

Section 2. Whenever “Unit Core Faculty” is used in this Agreement it shall refer to bargaining unit employees, unless otherwise specified.

ARTICLE 2 – ACADEMIC PURVIEW AND MANAGEMENT RIGHTS

Section 1. Lesley faculty, including Unit Core Faculty, are responsible for setting academic standards, for awarding academic credit, and for recommending conferral of degrees when those standards are met. The faculty has primary responsibility for deciding the academic standards and integrity of such fundamental areas as curriculum, subject matter, methods, design and models of delivery of instruction.

Section 2. Lesley faculty, including unit core faculty, have primary responsibility for the content, quality, and effectiveness of the curriculum. 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.

Section 3. Inherent in the responsibilities of the 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 faculty create for students. As part of creating a strong and unique learning environment, the faculty body is also responsible for mentoring of adjunct professors, instructors and graduate teaching fellows.

Section 4. The University's Provost is directly responsible to the President, and in concert with the 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.

Section 5. 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 faculty decisions and the President and/or the Provost's reasons will be communicated in a timely fashion to the faculty. The faculty shall, following such communication, have opportunity for further consideration and further transmittal of its views to the President or the Provost.

Section 6. Management of the University is vested exclusively in the University. Except as set forth in this Agreement (including Sections 1-5 in this Article), this includes but is not limited to the following rights:

- a. The right to establish, direct, and control its programs, services, organizational structure, and operations in all particulars and to take such action as is necessary to maintain the mission, efficiency, and effectiveness of the University operations;

- b. The right to 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;
- c. The right to lay off employees due to lack of work, budgetary reasons, or organizational changes;
- 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;
- 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.

Section 7. The above enumeration of academic purview and management rights is not exhaustive and does not exclude other areas of academic purview and management rights not specified above.

Section 8. The Unit Core Faculty and the University agree to work together cooperatively and expeditiously on matters of mutual concern.

Section 9. 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 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. Such disputes shall not be subject to arbitration.

ARTICLE 3 - GOVERNANCE

The role 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 the involvement of core faculty in traditional areas of faculty purview, the determination of membership and voting rights on the Faculty Assembly and its committees, and other matters pertaining to faculty participation in the governance of the University. 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.

ARTICLE 4 - EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION

It is the policy of the University not to 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). The University's policies on equal opportunity, discrimination, and harassment may be found at www.lesley.edu/policies and may be revised from time to time. Where enforcement mechanisms exist under Federal, State or local laws, alleged violations of this Article will not be subject to the Grievance and Arbitration procedure of Article 9, but will be handled in accordance with the procedures provided for all University employees.

ARTICLE 5 – UNION SECURITY AND CHECK OFF

Section 1. It shall be a condition of employment that all Unit Core Faculty members covered by this Agreement who are members of the Union in good standing as of its effective or execution date, whichever is later, shall remain members in good standing, and those who are not members in good standing as of the effective or execution date of this Agreement, whichever is later, shall, on or after the thirtieth (30th) calendar day following the later of the effective or execution date, become and remain members in good standing of the Union, or, in lieu of union membership, 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.

Section 2. It also shall be a condition of employment that all Unit Core Faculty members covered by this Agreement who are hired on or after its effective or execution date, whichever is later, shall, on or after the thirtieth (30th) work day following the beginning of such employment either become and remain members in good standing of the Union or pay an agency fee as determined by the Union.

Section 3. The Union may request that a Unit Core Faculty member, who fails to join the Union, maintain Union membership, or pay a representation fee, shall be dismissed. If the Union makes such a request, the Employer shall comply. Prior to any dismissal, the Unit Core Faculty member 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, initiation fees, and/or representation fees that have not been tendered.

Section 4. Payment of Union dues and/or fees may be made via the check-off procedure provided by this Article. It is agreed that the University shall assume no financial or other obligation arising out of the provisions of this Article except as specifically provided in this Article.

Section 5. The Union hereby agrees that it shall indemnify, defend, and hold the University harmless from any claims, actions, or proceedings by a Unit Core Faculty member arising from deductions made by the University hereunder or from the enforcement of this Article.

Section 6. The Employer further agrees to deduct voluntary contributions made by Unit 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 Unit Core Faculty member.

Section 7. Each payday, the University shall deduct from a Unit Core Faculty member's wages a sum of dues and/or fees owed the Union and authorized under the Federal Labor Law, provided the Unit 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 Unit Core Faculty, the University will include that form in his/her initial employment packet.

Section 8. The Union shall be ultimately responsible for obtaining executed written assignments for such payroll deductions from existing Unit Core Faculty. However, the University shall cooperate with the Union in seeking compliance with this provision by notifying covered Unit 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 Unit Core Faculty member and returned to the University shall be promptly remitted to the Union. 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 Unit Core Faculty member is not on the payroll of the University or instruction to cease payroll deductions is given in writing by the Unit Core Faculty member to the University Office of Human Resources.

Section 9. The University shall send to the Union via transmission method determined by the Union to an electronic or physical address identified by the Union in writing 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:

- a. Job classification;
- b. Department;
- c. Rate of pay and earnings that the dues or representation fee deduction is based on;
- d. Month the deduction is based on;
- e. Name;
- f. Union initiation fees listed separately;
- g. Union assessments listed separately; and,
- h. If applicable, the reason Union dues are not deducted.

ARTICLE 6 - UNION RIGHTS

Section 1. The identified representatives of the Union shall have reasonable access to the University's facilities for the transaction of necessary Union business relating to this Agreement so long as normal business and classroom activities are not disrupted or attempted to be disrupted.

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

Section 3. Management shall recognize Unit Core Faculty members designated by the Union as bargaining unit representatives to address grievances, process disciplinary appeals, and for meetings with a grievant or with management, and to attend to other matters related to the administration of this Agreement when authorized by the Union to do so.

Section 4. Workplace leaders (stewards) and/or Union representatives shall be given some time on the agenda of Unit Core Faculty orientation meetings in order to present information about the Union and Union membership.

ARTICLE 7 - ACADEMIC FREEDOM AND UNIT CORE FACULTY RIGHTS AND RESPONSIBILITIES

Section 1. The University's Academic Freedom Statement may be found at www.lesley.edu/policies and may be amended from time to time.

Section 2. The Union acknowledges that, like other University employees, Unit Core Faculty members covered by this Agreement 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. By way of example, Unit Core Faculty members will follow the University's policy on plagiarism, the Community Standards of Conduct, the Discrimination, Harassment, and Sexual Violence Policy, and other rules and regulations governing employees, students, and Unit Core Faculty member work and conduct expectations. The parties recognize that if such policies are in conflict with or superseded by this Agreement, the terms of this Agreement shall apply.

Section 3. The faculty member shall develop the syllabus, pedagogical approach, and, course content consistent with the approved school, department, division, or program goals and outcomes for the course.

Section 4. 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 Unit Core Faculty member at the time that the course is assigned or as soon thereafter as practicable.

Section 5. Unit Core Faculty are responsible for the maintenance of good order and the observance of University policies in the classroom. Unit Core Faculty shall meet classes on time, hold classes for the full period except in the event of an emergency or as an approved practice by the Department Chair or Program Director, and evaluate academic and clinical performance fairly and reasonably. Unit Core Faculty shall submit grades and student evaluations on a timely basis and shall provide feedback to student work and responses to student communication on a timely basis. Unit Core Faculty should discuss teaching expectations and related concerns with the Department Chair or Program Director.

Section 6. Unit Core Faculty shall report promptly to their Department Chair or Program Director matters that may require academic or non-academic disciplinary action against students under applicable University policies. Unit Core Faculty shall participate or cooperate, as appropriate, in any resulting investigation.

Section 7. The University sends important information by email to Unit Core Faculty members' University email addresses. All Unit Core Faculty members 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

Section 1. The University will provide to the Union a list of all Unit Core Faculty members covered by this Agreement on the following dates: October 15, based on information available on September 30; February 15, based on information available on January 31; and July 15, based on information available on June 30.

Section 2. This list will include the following information:

- a. Name, home address, phone number,
- b. Lesley University email
- c. Initial date of hire as a bargaining unit member at the University,
- d. Rank,
- e. Length of current contract
- f. All courses taught by the Unit Core Faculty member during the semester/term, including course title, the date the course begins and

- ends, department in which the course is offered, number of students enrolled in the course or in each course section,
- g. Any course reduction/release and the reasons,
- h. Teaching assistants assigned,
- i. Number of assigned advisees and/or mentee, and
- j. Independent studies being directed.

ARTICLE 9 - GRIEVANCE AND ARBITRATION

Section 1. A grievance within the meaning of this Agreement shall be any dispute concerning the interpretation, application, or claimed violation of a specific term or provision of this Agreement. This is the sole and exclusive procedure for the resolution of grievances under this Agreement.

Section 2. The following steps shall be followed in the processing of grievances:

Step 1. The Unit Core Faculty member shall file the grievance with his/her Department Chair or Program Director within twenty-one (21) calendar days of its occurrence or discovery. 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. Furthermore, while the Unit Core Faculty member and the University are encouraged to resolve disputes at Step 1, the Union may initiate a grievance on the Unit Core Faculty member's behalf at Step 2, provided it is so initiated within the twenty-one (21) calendar days specified above. In the event an individual Unit 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.

Step 2. If the grievance is not resolved at Step 1, the Unit Core Faculty member may request that the Union appeal the grievance to Step 2. If the Union deems the grievance to be meritorious, it may file the Step 2 grievance with the Unit Core Faculty member's Dean or his/her designee within fourteen (14) calendar days of receipt of the Step 1 response, or within seven (7) calendar days of the deadline for the Step 1 response, if none was received. If the grievance is filed within the time limits, the Dean or his/her designee shall conduct a meeting as soon as practicable, but no

less than 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 his/her designee shall respond to the Union in writing within fourteen (14) calendar days of the meeting. If the Dean or his/her designee fails to respond within fourteen (14) calendar days of the meeting, the grievance may proceed to Step 3.

Step 3. A grievance not resolved at Step 2 may be appealed in writing by the Union to the University's Provost or his/her designee within seven (7) calendar days of the conclusion of Step 2. A meeting for the purpose of attempting to resolve the grievance shall be held at this Step as soon as practicable, but no less than fourteen (14) calendar days from the filing of the Step 3 grievance. If the grievance is not resolved at this meeting, the Provost or his/her designee shall respond to the Union in writing within fourteen (14) calendar days of the meeting. Any grievance filed by the Union on behalf of two or more Unit Core Faculty members, or involving the discharge of a Unit Core Faculty member or a grievance against a Dean, may be initiated at Step 3. Additionally, as to any other grievance, the parties may proceed initially at Step 3 if by mutual agreement, in writing.

Section 4. 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. The Union and the University shall endeavor to mutually agree to the selection of a single arbitrator. If the Union and the University are unable to reach an agreement on the selection of an arbitrator, the parties shall use the selection procedures of the American Arbitration Association. The decision of the arbitrator shall be final and binding on the parties.

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

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

Section 5. All time limits herein shall exclude the winter break period when the University is closed, and may be extended by mutual agreement expressed in writing.

ARTICLE 10 - DISCIPLINE AND DISCHARGE

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

Section 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 Unit Core Faculty member must comply.

Section 3. Discipline for purposes of this Article shall not include performance reviews and shall not include non-reappointment.

Section 4. At the discretion of the University, a Unit 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.

Section 5. A Unit Core Faculty member may request that a Union representative be present at any investigatory meeting that the Unit 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 AND PROMOTIONS

Section 1. Initial Appointments

At the discretion of the University, a unit 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 in his/her discretion retains the right to award years of service credit to any new core faculty member hired by the University based on their 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.

Section 2. Temporary Appointments

A temporary appointment means an appointment to the University for a specified term not to exceed one year. A faculty member on a temporary appointment will be informed at the time of her/his 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 Unit Core Faculty members on temporary appointments.

Section 3. Instructors

- A. A Unit Core Faculty member who is hired as an Instructor will be hired on a two-year appointment.
- B. During the Fall semester of an Instructor's second year of an appointment, s/he will be formally evaluated for reappointment in accordance with Article 12 (Evaluations, Reappointment, and Promotion Procedures) of this Agreement. If the Instructor is not reappointed, s/he will be notified by December 15 of that second year that her/his second year will be the final year at the University. If s/he is reappointed, s/he will receive another two-year appointment commencing after the end of the current two-year appointment. As long as the core unit faculty member remains in the rank of Instructor, s/he will receive two-year appointments and will be reviewed for reappointment in the second year of each such appointment. However, after 10 years of service in the rank of Instructor, s/he will receive, if reappointed, three year appointments and will be reviewed for subsequent reappointments in the second year of each such appointment.
- C. An Instructor may apply for reappointment with a promotion to the rank of Assistant Professor in the second year of any appointment as an Instructor. The Instructor will be evaluated for promotion in accordance with Article 12 (Evaluations, Reappointment, and Promotion Procedures) of this Agreement.
 - i. If the promotion is approved, s/he will be awarded the rank of Assistant Professor to be effective in the subsequent academic year and will receive a three-year appointment.

- ii. If the Instructor chooses not to apply for promotion to Assistant Professor, s/he will then only be evaluated for a two-year reappointment in accordance with Section 3(B) of this Article.
- iii. If the promotion is denied, then the Instructor can next apply for promotion in the Fall semester of the second year of a subsequent two-year appointment.
- iv. Applying for promotion to Assistant Professor is voluntary, and a decision not to apply will not have an adverse consequence for the faculty member in contract reappointment decisions.

Section 4. Assistant Professors

- A. A Unit Core Faculty member who is hired as an Assistant Professor will be hired on a three-year appointment.
- B. During the Spring semester of the Assistant Professor's second year of any three-year appointment, s/he will be formally evaluated for reappointment in accordance with Article 12 (Evaluations, Reappointment, and Promotion Procedures) of this Agreement. If the Assistant Professor is not reappointed, s/he will be notified by June 1 of that second year that her/his third year will be the final year at the University. If s/he is reappointed, s/he will receive another three-year appointment commencing after the end of the current three-year appointment. As long as the Unit Core Faculty member remains in the rank of Assistant Professor, s/he will receive three-year appointments and will be reviewed for reappointment in the second year of each such appointment. However, after 12 years in the rank of Assistant Professor, s/he will receive, if reappointed, five year appointments and will be reviewed for reappointment in the fourth year of each such appointment.
- C. An Assistant Professor may apply for reappointment with a promotion to the rank of Associate Professor in the second year of her/his second appointment as an Assistant Professor or at any time thereafter. The Assistant Professor will be evaluated for promotion in accordance with Article 12 (Evaluations, Reappointment, and Promotion Procedures) of this Agreement.

- i. If the promotion is approved, s/he will be awarded the rank of Associate Professor to be effective in the subsequent academic year and will receive a five-year appointment.
- ii. If the Assistant Professor chooses not to apply for promotion to Associate Professor, s/he will then only be evaluated for a reappointment in accordance with Section 4(B) of this Article.
- iii. If the promotion is denied, then the Assistant Professor can next re-apply for promotion two years after her/his prior application date.
- iv. Applying for promotion to Associate Professor is voluntary, and a decision not to apply will not have an adverse consequence for the faculty member in contract reappointment decisions.

Section 5. Associate Professor

- A. A Unit Core Faculty member who is hired as an Associate Professor will be hired on a five-year appointment.
- B. During the Spring semester of the Associate Professor's fourth year of any five-year appointment, s/he will be formally evaluated for reappointment in accordance with Article 12 (Evaluations, Reappointment, and Promotion Procedures) of this Agreement. If the Associate Professor is not reappointed, s/he will be notified by June 1 of that fourth year that her/his fifth year will be the final year at the University. If s/he is reappointed, s/he will receive another five-year appointment commencing after the end of the current five-year appointment. As long as the Unit Core Faculty member remains in the rank of Associate Professor, s/he will receive five-year appointments and will be reviewed for reappointment in the fourth year of each such appointment.
- C. An Associate Professor may apply for a promotion to the rank of full Professor in the fifth year of his/her first appointment as an Associate Professor, provided s/he has been reappointed for a second appointment as Associate Professor, or s/he may apply at any time following that fifth year of his/her first appointment. The Associate Professor will be evaluated for promotion in accordance with Article 12 (Evaluations, Reappointment, and Promotion Procedures) of this Agreement.

- i. If the promotion is approved, s/he will be awarded the rank of full Professor to be effective in the subsequent academic year and will receive an eight-year appointment.
- ii. If the Associate Professor chooses not to apply for promotion to full Professor, s/he will then only be evaluated for a five-year reappointment in accordance with Section 5(B) of this Article.
- iii. If the promotion is denied, then the Associate Professor can next re-apply for promotion two years after her/his prior application date.
- iv. Applying for promotion to full Professor is voluntary, and a decision not to apply will not have an adverse consequence for the faculty member in contract reappointment decisions.

Section 6. Professor

- A. A Unit Core Faculty member who is hired as a Professor will be hired on an eight-year appointment.
- B. During the Spring semester of the Professor's seventh year of any eight-year appointment, s/he will be formally evaluated for reappointment in accordance with Article 12 (Evaluations, Reappointment and Promotion Procedures) of this Agreement. If the Professor is not reappointed, s/he will be notified by June 1 of that seventh year that her/his eighth year will be the final year at the University. If s/he is reappointed, s/he will receive another eight-year appointment commencing after the end of the current eight-year appointment.
- C. During the seventh year of any subsequent eight-year appointment for a Professor, s/he will be formally evaluated for reappointment in accordance with Article 12 (Evaluations, Reappointment and Promotion Procedures) of this Agreement. If the Professor is not reappointed, s/he will be notified by June 1 of that seventh year that her/his eighth year will be the final year at the University. If s/he is reappointed, s/he will receive another eight-year appointment commencing after the end of the current eight-year appointment. As long as the Unit Core Faculty member remains in the rank of Professor, s/he will receive eight-year appointments and will be reviewed for reappointment in the seventh year of each such appointment.

Section 7. Reasons for Non-Reappointment and Grievance Rights

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

- i. Failure to meet performance expectations
- ii. Disciplinary record
- iii. Elimination, downsizing, or restructuring of a department, program, school or college
- iv. Enrollment concerns
- v. General curriculum modifications or other institutional needs
- vi. Serious financial considerations that in the judgment of the University warrant reduction in faculty

B. Grievability of Non-Reappointment Decisions

- i. Unit Core Faculty who are not reappointed due to performance considerations (which may include consideration of her/his 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 full years of bargaining unit service, the University must also demonstrate that the faculty member has been put on adequate notice that her or his performance was not satisfactory and that reasonable effort has been made by the University to guide the faculty members in improving the faculty member's performance prior to any non-reappointment.
- ii. Unit 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 Unit Core Faculty member due to such reasons, it will notify the faculty member and the Union of her/his non-reappointment no later than June 1 before the final year of the faculty member's 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.

Section 8. Performance Standards

As faculty in a learning community, professional responsibility is an important area of performance. Unit Core Faculty members 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, Unit 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.

- A. Definitions. Unit Core Faculty members are expected to meet certain performance standards in the areas of teaching, service, and scholarship, as defined below.
 - i. 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.
 - ii. Service includes leadership roles, committee engagement, or curriculum and program development related to the unit 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.
 - iii. 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 *Scholarship Reconsidered: Priorities of the Professoriate* (2016):
 - a. The "scholarship of discovery;" for example, the creation of new theory and basic research.

- b. 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.
- c. The “scholarship of application;” for example, new knowledge generated by the application of theory to practice or from an innovative approach to applying theory.
- d. The “scholarship of teaching;” for example, pedagogical procedures that illuminate content in a new and more powerful way.
- e. The “scholarship of creativity,” meaning artistic products in visual, literary, and performance arts; for example, public performances and public exhibitions.

Each Unit Core Faculty member must have a scholarship plan that is discussed with the faculty member’s supervisor or Dean. That plan should offer insight into how the Unit Core Faculty member is intellectually and publicly engaged in her/his discipline and scholarship category.

B. Performance Standards by Rank. Unit Core Faculty are expected to meet the performance standards described below. Unit Core Faculty who apply for promotion must demonstrate that they meet the performance expectations of the higher rank. Once a rank is attained, the faculty member is expected to maintain the required level of performance at that rank in order to be eligible for reappointment at that rank.

- i. Instructors demonstrate excellence in teaching and engagement in service. Instructors will normally hold a Master’s degree.
- ii. 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.
- iii. Associate Professors demonstrate excellence in teaching, meritorious accomplishments in scholarship, and significant contributions to service. Associate Professors must hold a terminal degree.

- iv. 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.

Section 9. Evaluations, Reappointment, and Promotion Procedure

The procedures for the evaluation of Unit Core Faculty for reappointment and for promotion in rank are delineated in Article 12 (Evaluations, Reappointment, and Promotions) of this Agreement.

Section 10. Contract Termination or Modification

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 Unit Core Faculty contracts. The University's determinations about extraordinary changes, institutional financial exigency, significant program reduction, or program closure are not grievable.

In any such instances, the University is committed to making every effort to appropriately reassign affected Unit Core Faculty. In such cases, consideration will first be given to possibilities for contract revision or Unit Core Faculty reassignment. To discuss such options, the Provost will meet with the Unit Core Faculty member and with a Union representative and review all other options within the University. Contract revocation will be the last resort. In cases of contract revocation, the University will provide affected Unit Core Faculty who hold contracts of five years or longer at least one year of continued employment or payment in lieu thereof. 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.

Section 11. Implementation for Current Unit Core Faculty

This Agreement will apply to all Unit Core Faculty as of the Effective Date, except that for purposes of (a) length of appointment, Unit Core Faculty will complete their appointment term in effect on the day before the Effective Date and will be considered for re-appointment for the appointment terms set forth in this Article 11 during the spring semester of the penultimate year of their pre-existing

appointment term and (b) the timing of eligibility for promotion for assistant professors whose active employment in a bargaining unit position began prior to July 1, 2016 shall be subject to the policy in effect prior to this Agreement. Instructors will be considered for re-appointment during the fall semester of the final year of their pre-existing appointment term.

ARTICLE 12 - EVALUATIONS, REAPPOINTMENT, AND PROMOTION PROCEDURES

In the normal course, the performance of Unit Core Faculty will be evaluated in three ways: through the annual report, the application for re-appointment, and the application for promotion. Unit Core Faculty members may also be evaluated as needed to address performance concerns.

Section 1. Annual Reports

Unit Core Faculty will submit an annual report to their supervisors and Deans between May 15 and August 30 each year. The annual report is intended be a formative assessment and should summarize and analyze student course evaluation data, teaching experiences, academic support activities, service to the University and outside the University, and scholarship achievements during the past academic year. The annual report should also summarize the Unit Core Faculty member's plans for teaching, scholarship, and service for the upcoming academic year. Between May 15 and October 15 of each year, the supervisor will discuss the performance plans in all three areas of teaching, scholarship, and service with the Unit Core Faculty member. Either the faculty member or the supervisor may request that the Dean participate in the meeting.

Section 2. Reappointments

Unit Core Faculty members 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:

- A. Application. A Unit Core Faculty member applies for reappointment by submitting an application to her/his supervisor consisting of the following materials:
 - i. *Faculty self-assessment* – no more than three pages; discusses the Unit Core Faculty member's accomplishments, strengths, and challenges in

- teaching, scholarship, and service since the last appointment or reappointment evaluation.
- ii. *Annual faculty report* – copies of the annual faculty reports for each year since the last appointment or reappointment evaluation.
 - iii. *Most recent syllabus* from each course taught since the last appointment or reappointment evaluation
 - iv. *Student evaluations* from all courses taught in the last three years and additional examples since the last appointment or reappointment evaluation.
 - v. *Summary of classroom observation* by supervisor
 - vi. *Optional peer review and/or summary of classroom observation* by choice of Unit Core Faculty member.
 - vii. *Optional peer review of service and/or scholarship.*
 - viii. *Updated curriculum vitae*
- B. Supervisor Meeting. After submission of the materials set forth above, the Unit Core Faculty member and her/his supervisor meet to review the application.
- C. Supervisor Recommendation. The supervisor writes a letter recommending reappointment or non-reappointment to the Dean. The Unit Core Faculty member receives a copy of the letter at the same time. The faculty member may write a response to the supervisor's letter.
- D. Dean Meeting. The Unit Core Faculty member meets with the Dean to discuss the faculty member's performance and the recommendation of the supervisor and any written response by the faculty member.
- E. Dean Recommendation. The Dean reviews the application, the supervisor's letter, any written response from the unit faculty member, her/his meeting with the Unit Core Faculty member, and writes a letter recommending reappointment or non-reappointment to the Provost. The Unit Core Faculty member receives a copy of the letter at the same time. The faculty member may write a response to the Dean's letter.
- F. Provost Decision. The Provost reviews the application, supervisor's letter and the Dean's letter, any written responses by the faculty member, and makes a decision as to reappointment or non-reappointment, which is communicated in writing to the Unit Core Faculty member. The supervisor and the Dean receive copies of this letter at the same time.

Section 3. Promotion in Rank

Unit Core Faculty members 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:

- A. Application. A Unit Core Faculty member applies for promotion by submitting an application to her/his supervisor consisting of the following materials: *See reference to necessary items in Faculty Handbook*
- B. Supervisor Meeting. After submission of the materials set forth above, the Unit Core Faculty member and her/his supervisor meet to review the application.
- C. Supervisor Recommendation. The supervisor writes a letter recommending for or against promotion to the Dean. The Unit Core Faculty member receives a copy of the letter at the same time. The faculty member may write a response to the supervisor's letter.
- D. Dean Meeting. The Unit Core Faculty member meets with the Dean to discuss the faculty member's performance and the recommendation of the supervisor and any written response by the faculty member.
- E. Dean Recommendation. The Dean reviews the application, the supervisor's letter, any written response by the faculty member, and her/his meeting with the Unit Core Faculty member, and writes a letter recommending for or against promotion to the Promotion Committee. The Unit Core Faculty member and the Provost receive a copy of the letter at the same time. The faculty member may write a response to the Dean's letter.
- F. Promotion Committee Recommendation. The Promotion Committee reviews the application, the supervisor's letter, and the Dean's letter and any written responses by the faculty member, and writes a letter recommending for or against promotion to the President. The Unit Core Faculty member 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 faculty member during the promotion process.

G. President Decision. The President reviews the application, the supervisor's letter, the Dean's letter, the Promotion Committee's letter, any written responses by the faculty member, consults with the Provost, and makes a decision, which is communicated in writing to the Unit Core Faculty member. The supervisor and the Dean and the Promotion Committee receive copies of this letter at the same time.

Section 4. Grievability

Only final decisions by the Provost denying reappointment or by the President denying promotions can be grieved by the Union or Unit Core Faculty member. The grievance of final decisions by the Provost denying reappointment will follow Section 7 of Article 11 (Contracts and Promotions). 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

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

Section 1. Nine-Month and Ten-Month Contracts

- a. Nine-month core unit faculty member assignments will consist of contract periods of 39 weeks as follows (the "contract period"):
 - i. September 1, 2016 through May 31, 2017;
 - ii. August 31, 2017 through May 30, 2018; and
 - iii. August 30, 2018 through May 29, 2019.

- b. During the 39-week contract period, Unit Core Faculty members are required to complete seven (7) workload units.
- c. In addition to subsections (a) and (b) above, Unit Core Faculty members on ten-month contracts are required to complete an additional 20 days of work during the 13-week summer period.
- d. Unit Core Faculty members are required to engage in service and scholarship activity in addition to the seven-unit workload.
- e. Part-time Unit Core Faculty members' workload expectations will be pro-rated.
- f. Consistent with program, school, and University needs, and subject to the Dean's approval, Unit Core Faculty on 39-week contract periods may choose to spread their teaching course load across the entire calendar year, meaning that a course or two can be taught "on load" during the subsequent 13 weeks (summer) beyond the normal contract period of 39 weeks. However, faculty will not be required to spread their course load into the summer.
- g. Unit Core Faculty may not carry more than two "overload" units (whether instructional or other) in each semester. The Dean in his/her discretion may approve more than two overload units per semester.
- h. During the 39-week contract period (and additional 20 days for ten-month faculty), Unit Core Faculty members are expected to attend school/college meetings and department/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.
- i. During the 13-week off-contract period, Unit Core Faculty on nine- and ten- month contracts are required to communicate by email, phone, or video conference, without additional compensation, to:
 - i. Promptly respond to reasonable work-related communications from the University (which requires active monitoring of their lesley.edu email accounts);

- ii. 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
- iii. 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 (ii) and (iii) above will be unusual and limited to time-sensitive matters.

Section 2. Summer Contracts: Instructional and Non-Instructional Work.

- a. At the discretion of the University, some Unit Core Faculty may be offered contracts to engage in non-instructional work or instructional work during the 13-week summer period. Such Unit Core Faculty members may decline such offers without any adverse consequences.
- b. Each summer contract will include dates of service, FTE basis, salary, and description of responsibilities.
- c. The number of work weeks assigned to a Unit Core Faculty member during the summer can vary between zero weeks and 13 weeks for each year of a faculty member's appointment, subject to the mutual agreement of the Unit Core Faculty member and the University.

Section 3. Twelve-Month Contracts

- a. At the discretion of the University, some Unit Core Faculty may be appointed to twelve-month contract periods in one or more years of a multi-year faculty appointment.
- b. A twelve-month contract period may be granted to a Unit Core Faculty member who normally performs seven workload units during the 39-

week contract period and who is also normally assigned two workload units in a “year-round program” during the 13-week summer period.

- c. A “year-round program” is a degree program that is designed to enroll and does in fact enroll students in twelve months of consecutive courses (six consecutive terms or three consecutive semesters). The Provost determines which degree programs are “year-round programs” and which Unit Core Faculty may be awarded a twelve-month contract on this basis.
- d. The Provost may also determine that certain Unit Core Faculty may be awarded twelve-month contracts to teach or provide program support in programs that have robust student enrollment during the 13-week summer period.
- e. A Unit Core Faculty member on a twelve-month contract is expected to engage in teaching, service, and scholarship during the summer period in the same way as all Unit Core Faculty during the 39-week contract period.
- f. The University may alter a faculty member’s length of contract period (i.e. nine, ten, or twelve months) due to changes in programmatic needs (e.g., the program is no longer ‘year round’) or for financial reasons provided one year notice of the change is given. The University may also alter the length of contract period when reappointing a faculty member to a new two, three, five, or eight year appointment. If a faculty member with a twelve-month appointment leaves the University for any reason, the University is free in its discretion to appoint any replacement to a nine-month contract period instead of a twelve-month contract period.
- g. Unit Core Faculty may not carry more than two “overload” units (whether instructional or other) in each semester. The Dean in his/her discretion may approve more than two overload units per semester.
- h. Unit Core Faculty members on twelve-month contracts are expected throughout the year to attend school/college meetings and department/division meetings, and to participate in a number of University events such as Convocation, Commencement, student

recruiting activities, student retention activities, faculty development days.

Section 4. Description of Units.

a. Instructional Units.

- i. Teaching units involve direct faculty to student instruction for which students earn credit. Instructional units include course instruction, Ph.D. student advising (four students equal one instructional unit), thesis advising, and fieldwork supervision. Instructional units do not include independent study supervision. Unit 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.
- ii. A three-credit, semester-long course equals one workload unit (excluding LUCAD studio courses, independent studies and excluding individual field placement and practicum supervision assignments). Therefore, a one-credit course equals one-third (.33) of a workload unit, a two-credit course equals two-thirds (.67) of a unit, and a four-credit course equals one and one-thirds (1.33) units. A LUCAD 6 contact-hour studio course equals one and one-half (1.5) units. A four-credit science lab equals one and one-half (1.5) units. The Provost may determine variations on this formula or equivalent units.
- iii. The parties will review workload unit equivalencies of the MFA Visual Arts Low-Residency Program and the MFA Creative Writing Low-Residency Program.
- iv. Field placement supervision assignments and practicum supervision assignments equal one 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.

- v. Independent study supervision is not allocated to workload unit calculations and is compensated separately. Unit Core Faculty members are not required to teach independent studies.
 - vi. 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 Unit Core Faculty member will have college and program specific numbers. An advising load beyond this normal volume may be compensated with the approval of the Provost.
 - vii. 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.
- b. Threshold Program. Workload assignments for Unit 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 Unit Core Faculty as described above.
 - c. Release Time for Faculty Development and Scholarship. For any release of workload units for purposes related to faculty development and scholarship, see Article 15 (Faculty Development and Scholarship).

ARTICLE 14 - BASE SALARY AND OTHER COMPENSATION

Section 1. Base Salary Rate; Additional Compensation.

- a. Effective July 1, 2016, the following shall be the minimum salary rate for each Unit Core Faculty rank for 39-week/nine-month appointments:

Instructor	\$50,000
Assistant Professor	\$60,000
Associate Professor	\$70,000
Professor	\$80,000

- b. Effective July 1, 2016, each Unit Core Faculty member who was employed by the University in the prior academic year shall receive an increase of 3.5% on his/her 39-week salary rate, or be raised to the minimum for his/her rank, whichever is greater.
- c. Effective July 1, 2017, each Unit Core Faculty member who was employed by the University in the prior academic year and is still employed in the bargaining unit on July 1, 2017, shall receive an increase of 3.5% on his/her 39-week salary rate.
- d. Effective July 1, 2018, each Unit Core Faculty member who was employed by the University in the prior academic year and is still employed in the bargaining unit on July 1, 2018 shall receive an increase of 3.5% on his/her 39-week salary rate.
- e. A part-time Unit Core Faculty member will be paid a pro-rated salary rate based on his or her percentage of an FTE.
- f. Unit Core Faculty members on 12-month appointments will be paid an additional one-third (1/3) of their annual 39-week salary rate. Unit Core Faculty members on 10-month appointments will be paid an additional one-ninth (1/9) of their annual 39-week salary rate.
- g. Independent study supervision is not allocated to workload unit calculations and is compensated as follows: one-tenth (1/10) of the Overload Rate (defined below) per student, per semester or term.

Section 2. Promotion Payments. Upon promotion to a higher rank, a Unit Core Faculty member's annual salary rate will be raised to the minimum for his/her rank or will be raised by the following amount, whichever is greater:

- a. From Instructor to Assistant Professor: \$2,500
- b. From Assistant Professor to Associate Professor: \$5,000
- c. From Associate Professor to Professor: \$5,000

Section 3. Payments for “Overload” Work. On occasion, Unit Core Faculty perform work in addition to the seven workload units, service, and scholarship required during the 39-week contract period. The “overload” instructional and non-instructional rates during the 39-week contract period are as follows:

- a. For a three-credit, semester-long course (or the equivalent): \$4,400 as of the Effective Date; \$4,800 as of August 31, 2017; and the per course amount for step 4 for Adjunct Faculty as of August 30, 2018 (the “Overload Rate”). Unit Core Faculty will be paid at the Overload Rate for courses taught during the 39-week contract period that are in addition to the faculty member’s seven-unit workload (“on over-load” or “overload courses”).
- b. Compensation rates for non-instructional work performed “on over-load” during the 39-week contract period will be established by the Provost on either a flat fee (“stipend”) basis or at the Overload Rate for work equal to one workload unit.
- c. Unit Core Faculty members have the right to refuse to perform overload work.

Section 4. Payments for “Off-Contract”, Summer Work. The instructional and non-instructional rates for work performed during the 13-week summer period are as follows:

- a. Unit Core Faculty will be paid at the Overload Rate for courses taught during the 13-week summer period.
- b. Compensation rates for non-instructional work performed during the summer will be established by the Provost on either a flat fee (“stipend”) basis or at the Overload Rate for work equal to one workload unit.
- c. Unit Core Faculty members on 39-week contracts have the right to refuse to perform summer work.

Section 5. 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. 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. The Provost will make the final decision in his or her discretion as to whether to award such money and his/her decision shall not be grievable. The Union shall be notified in writing of the amounts paid and of the specific reasons for the award. It is understood that while the University retains the right to award salary increases under this section, as indicated, it shall not be under any obligation to make such awards. Any awards made under this section shall not come out of any of the negotiated pools of money under this Article but shall be in addition to such negotiated amounts.

ARTICLE 15 – FACULTY DEVELOPMENT AND SCHOLARSHIP

Section 1. Professional Development Grants

- a. Individual Accounts
 - i. For FY 17 only, there will be no changes to the allocation of professional development funds and the University in its discretion will determine the amount of money spent on professional development. It is provided, however, for FY 17 only, that any allocated funds unused in a given school or college of the University may be transferred to faculty in other schools or colleges that were denied professional development money due to exhaustion of funds within their school or college.
 - ii. The University will allocate \$875 in fiscal year 2018 to each full-time Unit Core Faculty member for the purpose of professional development and scholarship, including, but not limited to travel and attending conferences. In fiscal year 2019, the University will allocate \$1,000 to each full-time Unit Core Faculty member for these purposes. Part-time Unit Core Faculty members will receive pro-rata amounts.
 - iii. Unit Core Faculty members may accrue such funds for up to three (3) years (\$1,875 during the life of this Agreement) for the purposes of professional development and scholarship. Funds unused upon at the end of this Agreement will return to the University's general institutional account. The Provost's office will manage the individual accounts and will establish criteria and a reimbursement protocol for use of these funds.

b. Pooled Funds. In addition to the individual professional development accounts, the University will provide \$37,500 in fiscal year 2018 and \$50,000 in fiscal year 2019 for professional development grants. Funds unused at the end of fiscal year 2018 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.

c. Additional University Grants

i. The University will award the following professional development funds each year:

1) Up to \$500 per person for up to eight Unit Core Faculty members for the enhancement of their academic technology skills.

2) Up to \$500 per person for up to nine Unit Core Faculty members to attend the University's Cultural Literacy Curriculum Institute.

ii. The University may award additional professional development funds to individual Unit Core Faculty members in its sole discretion from time to time.

Section 2. Release from Workload Units

a. The University will grant up to four workload release units each academic year for Junior Faculty Fellowships and Senior Faculty Fellowships.

b. The University may grant additional workload release units, such as Global Education Fellowships, to individual Unit Core Faculty members in its sole discretion from time to time. Global Education Fellowships may be awarded as workload release units or stipends, at the University's discretion.

c. The University will continue to award workload release units pursuant to the terms of endowed grants such as the Russell and Miller grants.

d. The University will grant twenty workload release units for scholarship (in addition to those described in subsections (a), (b), and (c) above) in fiscal year 2018.

e. The purpose of the workload release is for Unit Core Faculty to have additional time to engage in scholarship activity. No release unit will be granted during a semester in which the Unit Core Faculty member is carrying an “overload” unit (whether teaching or other). Applications for release units described in subsections (a), (b), and (c) above will be made to the Provost, with a recommendation from the Dean, and the Provost will award the release units. Applications for release units described in subsection (d) above will be made to the Faculty Life and Development Committee of the Faculty Assembly, which will submit its recommendation, together with the recommendation of the Dean, to the Provost; the Provost will award the release units.

Section 3. Study Committee on Scholarship and Faculty Time

A Study Committee on Scholarship and Faculty Time comprised of members of both the core faculty and administration shall meet during the life of the agreement. The group shall be comprised of one faculty representative from each school (including Threshold, if desired) and three (3) members of the administration. The committee’s charge shall be to generate creative ideas that could respond to the shared goal of increasing systemic, sustained, and predictable support (including workload release) to faculty scholarly engagement that is financially viable for the University.

Topics that the committee shall explore include: strategies for improving access and awareness of existing faculty development opportunities; ideas for generating resources that could support increased faculty time for scholarship (e.g., donor cultivation for scholarship, grants support, increasing time for scholarship by decreasing other time demands); implications for faculty workload, including contact hours in online teaching; and other creative considerations for how faculty time can be most beneficially supported across the wide range of scholarly endeavors that Lesley recognizes.

The Study Committee will begin its work in the Spring Semester of 2017. The Committee will conclude its work no later than December 31, 2017. Faculty members serving on the committee will be given one workload unit release in total. The Committee will issue a report on its work to both the administration and the Union. The report may include non-binding recommendations. The report and any

recommendations will be considered by the parties for implementation in fiscal year 2019. If the parties do not reach agreement, the University will implement the following:

- a. The University will grant forty workload release units for scholarship (in addition to those described in subsections 2(a), (b), and (c) above): The purpose of the workload release is for Unit Core Faculty to have additional time to engage in scholarship activity. No release unit will be granted during a semester in which the Unit Core Faculty member is carrying an “overload” unit (whether teaching or other). Applications for release units described in subsection (d) above will be made to the Faculty Life and Development Committee of the Faculty Assembly, which will submit its recommendation, together with the recommendation of the Dean, to the Provost; the Provost will award the release units.

Section 4. Sabbatical Leaves

- a. Full-Year or Half-Year Sabbaticals. The University may in its discretion grant either full year or half year sabbatical leaves to eligible faculty members in accordance with the provisions of this Article.

A sabbatical leave for faculty with nine-month contract periods will be for either one semester at the faculty member’s nine month base salary or two consecutive semesters within the same academic year at one-half the faculty member’s nine month base salary.

A sabbatical leave for faculty with ten-month contract periods will be for either five months at the faculty member’s ten month base salary or ten months within the same fiscal year at one-half the faculty member’s ten month base salary.

A sabbatical leave for faculty with twelve-month contract periods will be for either six months at the faculty member’s annual salary or twelve months within the same fiscal year at one-half the faculty member’s annual salary.

For faculty on nine month contract periods, the fall sabbatical period begins on the first day of the nine month contract period and ends on January 14, and the spring sabbatical period begins on January 15 and ends on the last day of the nine month contract period.

The starting and ending date of any sabbatical for faculty with ten or twelve month contract periods will be agreed upon between the faculty member and his or her Dean.

b. Workload Release during the Sabbatical Period. In all cases of one-half year (semester, five-month, or six-month) sabbaticals, faculty with a seven (7) unit workload will receive a reduction of four workload units from their annual workload requirements and faculty with a nine (9) unit workload will receive a reduction of five (5) workload units.

The parties agree that, as an exception to the understanding that no provision goes into effect until this entire Agreement is ratified, this particular provision on reduced workload units is going into effect for the Fall semester 2016 regardless of when the entire Agreement is ratified. The parties also agree that, for fiscal year 2017 only, if a faculty member is not able to achieve the workload reduction provided under this section due to scheduling issues, s/he will either get, at the choice of the faculty member, an overload payment in the Fall 2016 or will get a one unit workload reduction in fiscal year 2018.

c. Eligibility: All Unit Core Faculty who have been employed at the University for a minimum of six years are eligible to apply for a sabbatical leave. Unit Core Faculty on temporary contracts are not eligible for sabbatical leaves. A Unit Core Faculty member who has been awarded a full-year or half-year sabbatical is eligible to apply for an additional sabbatical after six years of service at the University following the conclusion of the prior sabbatical.

d. Sabbatical leaves are intended to provide opportunities for individual faculty development and renewal which may take many forms: projects of intellectual renewal which will foster professional development; training or branching out into new areas of teaching or research; or improving technical skills through focused study. 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.

e. Since the sabbatical provides substantial release from institutional responsibilities for the purpose of individual study and research, a Unit Core Faculty member granted a sabbatical may not assume any

instructional or non-instructional responsibilities from the University during the sabbatical period, except in unusual circumstances and with the prior written approval of the Provost.

f. A Unit Core Faculty member who is granted a sabbatical must return to the University for a minimum of two years of service, except in unusual circumstances and with the prior written approval of the Provost.

g. During sabbatical leaves, benefits are paid as usual and the sabbatical leave time is counted toward determining eligibility for salary increase, appointment length, and promotion.

h. Application: Following the timeline developed annually by the Faculty Life and Development Committee, a Unit Core Faculty member who is eligible to apply for sabbatical leave submits his or her Application for Sabbatical Leave, with a copy of his or her most recent annual report, to his or her Academic Dean for consideration. The Academic Dean shall forward the application to the Dean of Faculty for consideration by the Faculty Life and Development Committee. The Application for Sabbatical Leave must include the following:

i. A full discussion of the sabbatical program with attention to the following:

- 1) Goals of the sabbatical
- 2) The activities that will be undertaken to achieve those goals
- 3) The timeline and implementation plan for those activities
- 4) Intended accomplishments of the sabbatical, including a discussion of how the sabbatical will help the applicant contribute to the field
- 5) The intended “product” that will demonstrate success of the plan

ii. A full discussion of the relationship of the sabbatical program to the professional development of the individual within the context of benefit to the University

- iii. Prior relevant professional activity and/or interest of the applicant
 - iv. Relationship of the proposed sabbatical to the current and subsequent professional growth of the applicant
 - v. Relationship of the intended sabbatical accomplishments to the applicant's performance of University responsibilities
 - vi. A current vita
- i. The Academic Dean submits his or her recommendation for or against the sabbatical leave request to the Faculty Life and Development Committee. The Committee then discusses the application and makes its recommendation to the Provost. The Provost reviews the recommendations of the Academic Dean and the Faculty Life and Development Committee and forwards the sabbatical application with his or her recommendation to the President. The President reviews the three recommendations and makes the final decision whether to award the sabbatical leave or not.
- j. A sabbatical leave 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:
- i. Quality of the sabbatical application and the faculty member's annual reports described in the Evaluation and Promotion Article.
 - ii. Benefit to the University
 - iii. Feasibility of the implementation of the plan
 - iv. Current and/or projected financial ability of the University to implement sabbatical leave
 - v. Ability to fund the salary of the faculty member and still maintain approved budget projections
 - vi. The convenience of both the University and the individual faculty member
 - vii. Approval of the Application for Sabbatical Leave and the Professional Development Plan by the School Dean and the Faculty Life and Development Committee

k. Within two (2) months following completion of the sabbatical, the faculty member shall provide the Provost with a short written report which answers the following:

- i. How were your goals met?
- ii. What were the highlights of the sabbatical period?
- iii. What implications are there for the University?
- iv. Describe any possible next steps for your work?

ARTICLE 16 - BENEFITS

Section 1. Unit Core Faculty may participate in the health insurance and other benefits listed on the University's Human Resources Intranet webpage, subject to the relevant eligibility criteria. The benefits will be administered for Unit Core Faculty in the same manner as other employees at the University. The University will negotiate with the Union regarding any substantial changes in offered plans or plan design.

Section 2. Vacation Days. Unit Core Faculty on twelve-month contract periods accrue 20 vacation days each calendar year, and may carry over up to ten vacation days from one calendar year to the subsequent calendar year.

Section 3. Retirement Plan Contribution. The University agrees that it will restore the 10% reduction in pension contributions rates on July 1, 2019. This restoration will go into effect regardless of the status of negotiations for a successor contract to this initial contract.

Section 4. Sick Leave. Faculty accrue one sick day per month of their contract period and may accrue up to 90 sick days. Faculty on nine-month contracts accrue nine sick days per year, faculty on ten-month contracts accrue ten sick days per year, and faculty on twelve-month contracts accrue twelve sick days per year. Effective upon the Effective Date, each Unit Core Faculty member who was employed by the University on or before July 1, 2016 will be deemed to have ten accrued sick days and each Unit Core Faculty member who was employed by the University on or before July 1, 2013 will be deemed to have twenty accrued sick days.

Qualifying events listed below 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.

Faculty may use sick days for their own illnesses. Faculty on approved FMLA leave may also use their sick leave for the following purposes:

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

The University in its discretion may grant a leave of absence to a Unit Core Faculty member in cases where the faculty member wishes to care for a non-immediate family member with a serious health condition; the Unit Core Faculty member may use up to ten accrued sick days for such leave.

Section 5. Tuition Remission. The Tuition Remission Program benefit will include tuition remission for qualified dependent children of Unit Core Faculty members enrolled in the two-year core Threshold program in an amount equal to the tuition amount for undergraduate students.

ARTICLE 17 - LABOR-MANAGEMENT COMMITTEE

The University shall meet with a committee appointed by the Union two (2) times in each of the Fall and Spring semesters for purpose of discussing matters necessary to the implementation of this Agreement and of general interest to the Unit 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 representative from each College or School of the University. Additional meetings may be held by mutual agreement. Designated representatives of the Union and the University will propose agenda items two weeks prior to each meeting.

ARTICLE 18 - PERSONNEL FILES

A Unit Core Faculty member may review his/her personnel file by appointment with the Human Resources Department of the University. Upon his/her request, the Unit Core Faculty member will be given a photocopy of any item(s) in such file(s).

ARTICLE 19 - PAYDAY

Section 1. A Unit 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 Unit 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 Unit Core Faculty member's bank account.

Section 2. Unit Core Faculty members 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

Section 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).

Section 2. In the event of a strike in violation of Section 1 of this Article, 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 1 of this Article may be discharged.

Section 3. During the term of this Agreement, the University shall not lock out Unit Core Faculty.

Section 4. In the event of a lockout in violation of Section 3 of this Article, 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

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. 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 the Effective Date to and including June 30, 2019 and thereafter shall continue in effect unless notice of a desire to modify or terminate the Agreement is given by either party to the other, in writing and by certified mail, return receipt requested, at least sixty (60) calendar days prior to the expiration of the Agreement; provided, however, that where neither party gives such sixty (60) calendar day notice of modification or termination prior to the expiration of the Agreement, the Agreement shall continue in effect until terminated or modified following notice by either party to the other, in writing and by certified mail, return receipt requested, of a desire to terminate or modify the Agreement, at least ninety (90) calendar days thereafter.

SERVICE EMPLOYEES
INTERNATIONAL UNION,
CtW Local 509

LESLEY UNIVERSITY

By: Susan Tousegnant

By: [Signature]

Its: President

Its: President

Date: 11/3/16

Date: 11-3-16

Address: 293 Boston Post Rd W
Marlborough MA 01752

LESLEY UNIVERSITY

By: [Signature]

Its: Provost

Date: 11/3/16

Office of the Provost
29 Everett Street
Cambridge, MA 02138

With a copy to the General Counsel

SEIU LOCAL 509 CORE FACULTY NEGOTIATING COMMITTEE:

Steven Benson

Richard Carter

Lisa Fiore

Geoffry Fried

Donna Halper

Mitchell Kossak

Dalia Llera

Kimberly Lowe

Angelica Pinna-Perez

Vivian Poey

Kelvin Ramirez

Susan Rauchwerk

Robin Roth

Sunanda Sanyal