

April 2015

Key Provisions of the Part Time Lecturers Collective Bargaining Agreement between Tufts University's School of Arts and Sciences and SEIU, Local 509

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Recommended Citation

Cross, Jeffrey (2015) "Key Provisions of the Part Time Lecturers Collective Bargaining Agreement between Tufts University's School of Arts and Sciences and SEIU, Local 509," *Journal of Collective Bargaining in the Academy*: Vol. 0, Article 85.

DOI: <https://doi.org/10.58188/1941-8043.1531>

Available at: <https://thekeep.eiu.edu/jcba/vol0/iss10/85>

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Appointments and Assignments

Part time faculty members generally teach one to five courses per academic year.

New agreement sets a normal appointment sequence of 1-1-1-1- 2-2- 3-3, etc

- University decides in its discretion whether or not to offer another appointment to faculty in first three years. Decisions not grievable
- At end of **fourth** consecutive year of service, faculty member reviewed for a **two (2)** year appointment. Given comprehensive evaluation. If reappointed, s/he receives a two year appointment. If not, s/he receives notice of non-reappointment by June 1.
- At end of **sixth** consecutive year of service, faculty member reviewed for a **two (2)** year appointment. Given comprehensive evaluation. If reappointed, s/he receives a two year appointment. If not, s/he receives notice of non-reappointment by June 1.
- At end of **eighth** consecutive year of service, faculty member reviewed for a **three (3)** year appointment. Given comprehensive evaluation. If reappointed, s/he receives a three year appointment. If not, s/he receives notice of non-reappointment by June 1.
 - In limited cases, Dean may offer one- or two- year appointment instead of three.
 - Process repeats every three years.

Setting annual course assignments for three year appointments:

- Faculty **with three year appointments** have a guaranteed course load based on the average # of courses s/he taught per year in previous 3 years rounded up or down.
- Average # can be reduced by University for curriculum reasons, downsizing of programs; reduced number of courses offered or the hiring of full time faculty or staff,
- Once set, the faculty member is guaranteed this same number for each year of the three year appointment.
- No right to any particular course or courses

Reasons for non-reappointment listed in CBA

- Teaching performance
- Disciplinary record
- Elimination or downsizing of a department or program
- Reduction in number of courses or sections offered
- Other general curriculum modifications or needs
- Hiring of a full time faculty member, professional staff, spousal hire or reassignment of courses to full time faculty member that has effect of reducing the need for a part time faculty member's services
- Serious financial considerations that warrant reduction in teaching staff. Union may request effects bargaining for faculty not reappointed for such reasons.

Grievability of non-reappointment decisions

- Faculty **in fourth year or beyond** may grieve non-reappointment based on performance-related reasons under standard of whether the University acted arbitrarily or capriciously
- For non-reappointments based on **non-performance reasons**, faculty selected for non-reappointment will be determined by seniority, **provided** the following when applied to available faculty are relatively equal:
 - Credentials and qualifications
 - Teaching experience
 - Evaluations and work performance
 - Scheduling considerations

Other provisions on non-reappointment

- If hiring of full time faculty member results in non-reappointment of part time faculty member, provisions to pay varying amounts of severance to part timer who is let go.

Course assignments

- Formal notification of course assignments by July 1 for Fall; December 1 for Spring
- University determines course assignments and when they are scheduled. University shall consider multiple factors in deciding how many courses to assign. When all factors are relatively equal, then faculty on three year appointments have priority for course assignments, and within that group, if all factors are relatively equal, then senior faculty will have priority.

Course cancellations

- If no other assignment can be made, then \$750 cancellation fee
- Faculty on three year appointments assured of full payment for guaranteed courses

Evaluation Procedures

- Responsibility of department chair, program director or coordinator to evaluate annually but no formal review required in first three years.
 - Chair must provide feedback to faculty member if course evaluations show evidence of unsatisfactory performance
 - Class visits allowed with prior notice; faculty member can ask for second observation by different member of faculty
- Comprehensive review system established when reviewing faculty for multi-year contracts. Basically done by department peer review committee consisting of largely full time faculty. Committee makes recommendation to Dean who decides.

Open full time lecturer positions

- Openings for full time lecturer positions will be posted; Union will receive notice of creating or advertising for full time lecturer positions.
- Part timers may apply and be given good faith consideration
- If such applicant meets minimum qualifications for position, s/he will be guaranteed an interview at some point in the hiring process
- Rejected candidate may discuss reasons for not be selected with the Dean
- No grievability for failure to hire a part time faculty member

Salary

- Differing course rates by discipline. Pre-contract rates were \$6000 to \$13,750 (chemistry), except for Romance languages (\$5155 per course) and German, Russian and Asian languages. (\$5400 per course)
- Under new agreement, minimum rates for those in first four years for FY 15
 - \$6063 per course for Languages
 - \$6433 per course for others
- Minimum rates for those in first four years for FY 16
 - \$6666 for Languages
 - \$6866 for others
- Minimum rates for those in first four years FY 17
 - \$7300 for everyone

- Parties maintain pre-existing bumps in pay for faculty in their fifth year (10% over base) and faculty in their ninth year (20% over base)
 - These bumps now correspond to the two year and three year contract sequence and comprehensive evaluations

Benefits

- Maintenance of pre-existing benefits; faculty eligible if they teach three courses a year (which is considered 50% time)
- Parties add Professional Development Fund of \$25,000