

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 5 - 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 6 - 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 7 - 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:

Name, home address, phone number,

Lesley University email,

Initial date of hire as a bargaining unit member at the University,

Rank,

Length of current contract,

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,

Any course reduction/release and the reasons,

Teaching assistants assigned,

Number of assigned advisees and/or mentee,

Independent studies being directed

Article 8 - Grievance and Arbitration

Section 1. A grievance within the meaning of this Agreement shall be any dispute concerning the interpretation, application, or claimed violation of a specific term or provision of this Agreement. 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 he/she is 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 __ - Labor-Management Committee

Section 1. The University shall meet with a committee appointed by the Union two (2) times in each of the Fall and Spring semesters for purpose of discussing matters necessary to the implementation of this Agreement and of general interest to the 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 __ - Personnel Files

Section 1: 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 __ - 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 he/she 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 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 __ - Savings Clause

Section 1. 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 __ - Waiver

Section 1. No provision of this Agreement will be modified, waived, or discharged unless the modification, waiver, or discharge is agreed to in writing and signed by the parties hereto. 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 19 - Term of Agreement

Section 1. This Agreement shall be in full force and effect from _____ to and including _____ 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.