COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE ADMINISTRATORS OF THE TULANE EDUCATIONAL FUND DBA TULANE UNIVERSITY

AND

SOUTHWEST REGION WORKERS UNITED, AN SEIU AFFILIATE

MAY 6, 2026 THROUGH JUNE 30, 2029

TABLE OF CONTENTS

Preamble

This Agreement is entered into this the 6th day of May, 2026, by and between THE ADMINISTRATORS OF THE TULANE EDUCATIONAL FUND DBA TULANE UNIVERSITY (hereinafter referred to as "Tulane" or the "Employer") and SOUTHWEST REGION WORKERS UNITED, AN SEIU AFFILIATE (hereinafter referred to as "Workers United" or the "Union"), wherein it is mutually agreed as follows.

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. 15-RC-339381, the Employer recognizes the Union as the exclusive collective bargaining representative for all Professors of Practice, Visiting Professors, Instructors, and Lecturers employed by the Employer in the schools of Liberal Arts, Science and Engineering, Architecture, Professional Advancement, and Business (hereinafter referred to as "Employees").

Section 2. The following positions are excluded from representation by the Union and are not subject to this Agreement: all other Tulane employees not specifically referenced in Section 1 above, including, but not limited to, all Deans regardless of rank/status (e.g., Deans, Assistant/Associate Deans, Interim Assistant/Associate Deans, Interim Deans, Senior Associate Deans), Executive Directors, Program Directors (except those identified in Section 3), Area Coordinators, Department Chairs, Faculty Directors (except those identified in Section 3), Directors (except those identified in Section 3), Tenured and Tenure-Track Faculty, Adjunct Faculty, Non-Tenure Track Faculty in the schools of Public Health, Medicine, Social Work, and Law, all other employees employed by the Employer, managers, confidential employees, office clerical employees, guards, and supervisors as defined by the National Labor Relations Act.

Section 3. The following roles are also excluded from representation by the Union and are not subject to this Agreement: Academic Directors, Administrative Directors, Assistant Directors, Assistant Faculty Directors, Associate Department Chairs, Associate Directors, Associate Program Directors, Coordinators, Curricular Directors, Program Coordinators, University Senate Committee Chairs, University Senate Officers (e.g., Chair, Vice Chair, etc.), University Senators, Managing Director of the Center for Climate Change and Urbanism, Language Program Directors in the School of Liberal Arts (except for the following which are excluded under Section 2 above: Director of Spanish Language Program, Director of the French Language Program, Director of Linguistics, and Program Director, Chinese), Directors of Graduate Studies (DGS), Directors of Undergraduate Studies (DUS), and Faculty Director at the Writing Center. The Employer reserves the right to appoint to roles in this Section 3 Employees or individuals not in the bargaining unit described in Section 1 above subject to the provisions of Section 4 below. For Employees covered by Section 1, their wages, hours and other terms and conditions of employment shall be governed by the Agreement even when serving in the roles set forth in this Section 3; however, the Union acknowledges that it does not represent Employees in connection with their wages, hours and other terms and conditions of employment when engaged in roles, positions and/or in teaching courses that are outside of their teaching appointment, otherwise not covered in Section 1 above or are excluded in Section 2 or 3 above.

Section 4. The Employer's decision about who to employ in roles described in Section 3 and the Employer's decision to remove an Employee from one of those positions shall not be subject to this Agreement.

ARTICLE 2
UNION REPRESENTATION

Section 1. Union Staff Representatives will be allowed reasonable access to the premises of Tulane in accordance with University policies and procedures as they may be amended by the Employer from time to time for meetings with Employees, the Employer, or to conduct other Union business. Union Staff Representatives are prohibited from disrupting the normal business operations and/or educational activities of the Employer. The Union shall comply with all University policies, procedures and regulations regarding the use of University facilities.

Section 2. The Union may appoint Employees to serve as "Bargaining Unit Representatives." By October 15 of each year, the Union shall provide the Employer with a list identifying the Employees who will serve in this role. The Employer shall have no obligation to recognize these representatives until the list designating them as such is received. Such list can and must be periodically updated if the individuals serving in this role change. The function of these Bargaining Unit Representatives shall be to inform bargaining unit members of their rights under this Agreement, to ascertain whether the terms of this Agreement are being followed, upon request from an Employee to represent that Employee during an investigatory meeting which the Employee reasonably believes might lead to the

Employee being disciplined or to investigate and assist the Employee in the adjustment of grievances, or other matters specific to Union activity.

ARTICLE 3
UNION DUES CHECK-OFF

Section 1. Deduction and Remittance of Union Dues. Beginning the first full pay period following receipt by the Employer's Office of Human Resources of a fully executed voluntary written authorization form from an Employee, the Employer will deduct from that Employee's wages each payday their Union dues and/or agency fee equivalent together with any initiation fees or assessments due. On or about the 15th of the month following the deductions, monies so deducted by the Employer shall be transmitted by mail or electronic transfer, to the duly authorized representative of the Union together with a list identifying the month the deduction is based on, the name of the Employee, the Employee's University ID number, their rate of pay and earnings that the dues or representation fee is based on, and the amount of dues, initiation fees and/or assessments each listed separately. The Employer will be under no obligation to make any deduction under this Article if an Employee's wages, after other deductions required by law or authorized by the Employee, are less than the amount due to the Union.

Section 2. Revocation of Authorization. The dues deduction authorization will remain in effect for one (1) year, without regard to whether an Employee is a Union member during that period and will automatically be renewed from year to year for a period of one (1) year unless properly revoked. An Employee can revoke this authorization by sending written notice by certified mail to the Employer and to the Union not more than twenty (20) days and not less than ten (10) days either (1) before the expiration of each yearly period, or (2) before the expiration of this Agreement, whichever is sooner.

Any dues deduction authorization to withhold monies under this Article shall also terminate and the withholding obligation cease immediately upon the termination of an Employee's employment with the Employer.

Section 3. Amount of Dues. The Union shall establish and certify in writing or electronically to the Employer's Office of Human Resources the current rate of Union membership dues and will promptly advise the Employer of any change in the amount of membership dues. The Union will also provide the Employer with a copy of the dues deduction authorization form being used with Employees.

Section 4. Indemnification. It is agreed that the Employer shall assume no financial obligation arising out of the provisions of this Article. The Union agrees to indemnify, at the Employer's request to defend and to hold the Employer, and all Employer agents, harmless from any and all claims, demands, liabilities, responsibilities, suits, debts, damages, court orders or judgments that may arise out of any action taken in accordance with the provisions in this Article. The Union assumes full responsibility for the disposition of monies deducted under this Article once they have been turned over to the duly authorized representative of the Union.

Section 5. Missing or Incorrect Deductions. The Union may report what it believes to be missing or incorrect deductions as they become known. In the event the Employer incorrectly processed a payroll deduction for an Employee, then the Employer will correct the error in the next pay period following mutual agreement that the deduction was incorrect. In the event the Union submits incorrect deduction amounts or omits amounts due, the adjustments will be included in the next deduction file submitted to the Employer.

ARTICLE 4
BARGAINING UNIT INFORMATION

No later than thirty (30) days after the first day of class in each academic term, the University will provide to the Union the following information, to the extent it is available in the University's information system, regarding each Employee in the bargaining unit:

1. Name, employee ID number, University email address, home address, home or personal cell phone number, and the Employee's personal email address;
2. Initial date of hire;
3. Faculty rank;
4. Length of individual appointment;
5. All courses assigned to the Employee for the applicable semester, and each course's respective number of course credits and number of enrolled students as of the date the Employer provides the information;
6. Title of additional appointments; and
7. Compensation.

ARTICLE 5
MANAGEMENT RIGHTS

Section 1. Reservation of Management Rights

The Union recognizes that management of the Employer is vested exclusively in the Employer. Accordingly, the Employer reserves and retains each of the rights, management functions, privileges and prerogatives which it would have in the absence of this Agreement, regardless of the frequency or infrequency with which such rights have been exercised in the past, whether written or unwritten, except to the extent such rights, management functions, privileges and prerogatives have been clearly abridged by an express provision of this Agreement. These management rights are retained and vested exclusively in the Employer and may be exercised by the Employer at its sole discretion.

Section 2. Illustration of Management Rights

The Employer's management rights shall include, but are not limited to, the following management functions, rights, and prerogatives:

1. all rights and prerogatives granted by applicable law;
2. the right to determine, modify, control, implement and effect Tulane's mission, programs, curriculum, objectives, activities, resources, priorities, majors, minors and every artifact of degree or curriculum;
3. the right to amend the process for programmatic and curriculum requirements;
4. the right to direct, modify and control University operations;
5. the right to establish or modify the academic calendars, including holidays and holiday scheduling;
6. the right to establish, maintain, modify, rescind, enforce and administer all policies, procedures, rules and regulations, including but not limited to those related to federal, state or local law or ordinance;
7. the right to establish, maintain, modify, rescind, enforce and require Employees to observe University rules and regulations;
8. the right to establish, maintain, enforce and require Employees to observe a Tulane University faculty handbook, as well as school and department faculty handbooks, and school bylaws and constitutions, and to amend, change or rescind any rules, processes or procedures contained therein;

9. the right to alter, extend, add or discontinue the use of existing equipment, facilities, and locations of operation;
10. the right to unilaterally make all decisions regarding recruiting and hiring of Employees;
11. the right to determine or modify the number, qualifications, scheduling, responsibilities and assignment of Employees;
12. the right to establish, maintain, modify (including deletion and replacement) or enforce standards of performance, conduct, order and safety, including but not limited to work rules, discipline standards and attendance policies;
13. the right to determine, maintain and modify all training requirements for Employees, including but not limited to orientation;
14. the right to determine the proper method and mode of instruction, to modify or introduce new methods and modes of instruction or eliminate methods and modes of instruction;
15. the right to determine approved methods and modes of research, to modify or introduce new methods and modes of research or eliminate methods and modes of research consistent with the Employer's policies governing research, as they may be amended by the Employer from time to time;
16. the right to determine or modify the required course load and/or hours of work;
17. the right to establish, maintain, modify or enforce work duties;
18. the right to evaluate and assess performance, determine the content of evaluations, and determine the processes and criteria by which Employees' performance is evaluated;
19. the right to discipline and discharge Employees for just cause;
20. the right to assign Employees to their work locations on a Tulane campus;
21. the right to schedule hours of work;
22. the right to layoff Employees, provided the Union is given sixty (60) days' advance notice and subject to bargaining over the effects of the layoff upon demand by the Union;
23. the right to subcontract all or any portion of any University operations; provided however, that in the event the Employer decides to subcontract instruction that has been performed by Employees and will result in the end of an Employee's appointment or a diminution in an Employee's base salary, the Employer will provide the Union 180 days' advance notice of the implementation of the subcontracting and will

bargain over the effects of the subcontracting upon demand by the Union; and

24. the right to seek advice from and consult with faculty, conduct shared governance and meeting of faculty, and to determine the rules and processes thereof.

Section 3. Includes Academic Rights

The Management Rights defined by this Article include the sole and exclusive right of the Employer to make all decisions regarding academic matters including the academic course of Tulane. This includes the right of Tulane to determine how Tulane will be governed; who will hold leadership roles and responsibilities, to determine Tulane's organizational structure; to determine the establishment of schools, colleges, centers, institutes, departments, divisions and other units of Tulane; to expand or contract Tulane and its operations by acquisition, sale, merger or other means; to reorganize, enlarge, reduce or discontinue any function, position, or department or other unit of Tulane or any portion thereof, or transfer such functions, positions, departments or units; to determine, alter or amend the curriculum, programs and degrees offered; to establish, maintain, modify, discontinue and/or cancel any course, program or school; to establish, maintain or modify course offerings, identifiers, course content, description, and/or objectives; to determine all matters associated with student behavior, conduct, admissions, and enrollment; to determine all matters that pertain to the amount of any tuition or fees; to determine all matters of budget, financial procedures and personnel policies; and to take such actions necessary to carry out the mission of Tulane in cases of emergency.

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

Section 4. Intended Effect

The Employer will have no duty to bargain with the Union over the decision to exercise a management right encompassed by this Article.

Section 5. No action taken by the Employer under this Article shall be subject to the grievance and arbitration procedure established by the Agreement, or collateral lawsuit, unless the exercise of such right violated an expressly written provision of this Agreement.

ARTICLE 6
NON-DISCRIMINATION

Section 1. The Union and the Employer shall not discriminate against or harass any Employee on the basis of age, shared ancestry, color, disability (and including mental disorder, learning disability, physical disability), gender, gender expression, gender identity, genetic information, marital status, military status, national origin, pregnancy, race, religion, sex, sexual orientation, veteran status, or any other status or classification protected by federal, state, or local law.

Section 2. The Employer and the Union shall not retaliate against any person who in good faith reports discrimination or harassment on the basis of any of the characteristics identified in Section 1 of this Article or who testifies, assists or participates in any investigation, proceeding or hearing involving a complaint of such discrimination or harassment. The Employer's policies on discrimination, harassment and retaliation can be found on the Employer's website and may be revised by the Employer from time-to-time.

Section 3. The Union and the Employer shall not discriminate against any Employee on the basis of Union membership status or lack thereof or Union-related activity or an Employee's choice not to engage in Union-related activity. This provision does not preclude the Union from taking actions consistent with its Constitution and Bylaws against Union members who fall out of good standing.

Section 4. Notwithstanding any provision in this Agreement, the Union agrees that after consultation with the Union, the Employer may take whatever action is necessary to fulfill the Employer's obligation to make reasonable accommodations for qualified applicants and Employees with disabilities who may be entitled to such consideration under federal, state or local laws. After the Employer's implementation and upon the Union's request, the parties will continue to bargain to agreement or impasse over what constitutes reasonable accommodations.

Section 5. A claim of discrimination, harassment or retaliation in violation of this Article shall be handled through the procedures available to all University employees. Those procedures may be found on the University's website and may be revised by the University from time to time. An Employee's claim of discrimination or harassment based on any category protected by federal, state or local law or any retaliation alleged in violation of such law is not subject to the grievance and arbitration procedures set forth in Article of this Agreement.

Article 7
Academic Freedom

Section 1. Employees are entitled to academic freedom in exercising their responsibilities established by their appointment letter. Employees' rights and responsibilities in connection with academic freedom will be governed by the Faculty Handbook as it may be amended by the Employer from time to time pursuant to the established shared governance procedures and the discretion of the Employer. Activities outside the scope of an Employee's appointment letter are not entitled to academic freedom.

Section 2. Employees enjoy freedom of expression protected by law and by this Agreement. When an Employee speaks or writes in the Employee's personal capacity, the Employee will be free from institutional censorship or discipline, but the Employee's special position in the community imposes special obligations. An Employee should remember that the public may judge the profession and the institution by the Employee's utterance. Hence, when appropriate, an Employee should make a reasonable effort to indicate that the Employee is not an institutional spokesperson.

Section 3. Employees may participate in the governance of Tulane University on academic matters traditionally involving faculty judgment in accordance with the Employer's established governance procedures, as those procedures may be amended by the Employer from time to time.

Article 8
Discipline and Discharge

Section 1. The Employer may discipline or discharge an Employee for just cause during the term of the Employee's appointment.

Section 2. Each appointment expires at the end of the designated appointment period, unless there is a written renewal. The expiration of an appointment or the Employer's determination not to offer a further appointment will not be considered a discharge, will not be subject to the just cause standard, and is not subject to grievance or arbitration under this Agreement.

Section 3. Either in addition to, or without, issuing discipline, the Employer may, in its sole discretion, identify non-disciplinary remedial measures which it believes will help an Employee address performance issues. If directed to do so by the Employer, the Employee must comply with those remedial measures.

Section 4. At the discretion of the Employer, an Employee may be placed on administrative leave when the Employer deems it appropriate to remove the Employee in order to prevent potential harm. This administrative leave will be paid. Being placed on administrative leave in this context is not considered discipline.

ARTICLE 9
ACCESS TO SERVICES

Section 1. The Employer will provide an Employee who has an appointment of one (1) academic year or longer with a computer in order to perform their assigned duties during the term of the appointment in which they are teaching at Tulane (or continuously if they are reappointed or the parties reasonably expect the faculty member to be reappointed for the following semester or academic year until such time that the faculty member is no longer appointed). The computer must permit the Employee to carry out their assigned duties. These computers will be replaced in accordance with the Employer's computer replacement policy, as amended from time to time at the Employer's discretion, which is applicable to Employees on the same basis that it applies to faculty outside the bargaining unit. An Employee whose appointment is shorter than one (1) academic year will be given access to a computer as necessary to teach assigned courses. All computers are considered Employer property and are required to be returned at either the end of the computer's lifecycle or the end of the Employee's appointment.

Section 2. If an Employee would like to supplement the materials, supplies and/or computer software provided by the Employer to perform their assigned duties, an Employee may request approval from the Academic Unit Head to purchase such material, supplies or software. If the Employee's request is approved, the Employer will purchase the requested materials, supplies and/or computer software.

Section 3. Employees shall have access to appropriate space to prepare for class, hold office hours, to meet with students and to securely store teaching materials. If appropriateness is in dispute, the Union and Employer will meet to determine if an agreeably appropriate space is available. The Parties recognize and understand, however, that this does not obligate the Employer to provide Employees with private office space. If an Employee needs to meet in private and private space is not otherwise available, the Employee can reserve available private space (e.g., a conference room) subject to the applicable room reservation policies and procedures, as amended by the Employer.

Article 10
Inclusion

Section 1. Employees shall be included on relevant department, program, school, and Tulane listservs based on the Employee's rank and duties. At the Employer's reasonable discretion, Employees will be notified of all relevant academic and social programs in the same manner as all other Tulane faculty.

Section 2. At the discretion of the Employer, bargaining unit faculty members will be notified of applicable department, program, school and Tulane faculty meetings and shall have the right to attend and participate voluntarily in such meetings in accordance with applicable department, program, school and university policies and procedures as they may be amended from time to time by those bodies.

Article 11
Appointments

Section 1. General Provisions. The Employer retains the right to hire individuals to provide instructional services to its students except as otherwise limited by this Agreement. This Article applies to appointments and all renewals of appointments of all Employees.

Section 2. Appointments. Appointments may be proposed only by the Dean of the academic unit, or their designee, and must be approved by the Provost.

Section 3. Appointment Letters. The Employer shall send appointment letters to an Employee at the time of hiring or renewal. Such letter shall include, but is not limited to, the Employee's:

(a) Academic rank of the position;
(b) School and/or Department/Program (if applicable);
(c) Percentage of time to be allocated in the first year of appointment to: (1) teaching; (2) research, creative work, and/or practice; and (3) service;
(d) Term length, including start and end date;
(e) Course load and any other responsibilities in the first year of appointment;
(f) Course assignments, by course name if available, or department/academic unit/program if course name is not available and department/academic unit/program is known; and

(g) Annualized salary of first year of appointment.

For academic years subsequent to the first year of the appointment, the Employer shall notify the Employee prior to the end of each academic year of the appointment if there will be a change for the following academic year regarding the terms in Sections 3(c), (e), and (g). Any change to the terms in Sections 3(c), (e), and (g) after June 30 requires mutual agreement between the Employer and the Employee.

Section 4. Instructor. In most Schools, the Instructor position is an entry-level position for individuals who have not yet completed the terminal degree. Appointments to Instructor positions shall be for no more than three (3) years and may be renewed following (a) appropriate faculty review as specified in the Faculty Handbook and implemented by the Employee's School and (b) approved by the Dean and Provost.

After completing a second term or obtaining a terminal degree in the field in which the Employee is teaching and (a) appropriate faculty review as specified in the Faculty Handbook and implemented by the Employee's School and (b) approved by the Dean and Provost, Instructors shall be promoted to Senior Instructor.

Section 5. Lecturer. Lecturers are Employees engaged primarily in teaching and teaching-related duties. Lecturers typically hold a terminal degree in their field or have appropriate professional experience. Initial appointments shall be no more than three (3) years and may be renewed for up to three (3) years following (a) appropriate faculty review as specified in the Faculty Handbook and implemented by the Employee's School and (b) approved by the Dean and Provost. After completion of a second term and (a) appropriate faculty review as specified in the Faculty Handbook and implemented by the Employee's School and (b) approved by the Dean and Provost, Lecturers may be promoted to Senior Lecturer as outlined in Section 8 of this Article and reappointed for a five-year term.

After completion of a second term as Senior Lecturer and (a) appropriate faculty review as specified in the Faculty Handbook and implemented by the Employee's School and (b) approved by the Dean and Provost, Senior Lecturers shall be reappointed for seven-year terms.

Section 6. Professor of Practice. The Professor of Practice is primarily engaged in teaching and teaching-related duties. Professors of Practice typically hold a terminal degree in their field or have appropriate professional experience. Initial appointments shall be no more than three (3) years and may be renewed for up to three (3) years following (a) appropriate faculty review as specified in the Faculty Handbook and implemented by the Employee's School and (b) approved by the Dean and Provost.

After completion of a second term and (a) appropriate faculty review as specified in the Faculty Handbook and implemented by the Employee's School and (b) approved by the Dean and Provost, Professors of Practice may be promoted to Senior Professor of Practice as outlined in Section 8 of this Article and reappointed for a five-year term.

After completion of a second term as Senior Professor of Practice and (a) appropriate faculty review as specified in the Faculty Handbook and implemented by the Employee's School and (b) approved by the Dean and Provost, Senior Professors of Practice shall be reappointed for seven-year terms.

Section 7. Visiting Professor. The Visiting Professor is a category of faculty for Employees with the terminal degree or appropriate professional experience on temporary appointment. Appointment to Visiting Professor shall be made for no more than two (2) years but may be renewed for an additional third year based upon the sole discretion of the Employer.

Section 8. Renewal & Promotion. For an Employee whose appointment is for three (3) or more years, the Employer shall inform the Employee one (1) year prior to the end of their appointment whether the Employer will renew, reappoint, and/or promote the Employee.

For an Employee whose appointment is for one (1) year, the Employer shall inform the Employee ninety (90) days prior to the end of their appointment whether the Employer will renew, reappoint, and/or promote the Employee.

For an Employee whose appointment is for more than one (1) but less than three (3) years, the Employer shall inform the Employee one hundred and twenty (120) days prior to the end of their appointment whether the Employer will renew, reappoint, and/or promote the Employee.

Failure to inform an Employee as indicated shall constitute an automatic renewal of the Employee's expiring appointment for a term of one (1) year.

At its discretion, the Employer may remove an Employee from teaching and other responsibilities immediately and pay the Employee for the applicable notice period above or the remainder of their term, whichever is greater.

Each School with Employees covered by this Agreement shall make the appointment procedures (which include reappointment and promotion procedures) for the Employees readily available, including:

1. Minimum credentials required for position;
2. What materials a candidate must submit to be eligible for (re)appointment and/or promotion;
3. The appeal process as outlined in this Agreement and any additional appeal processes that may be available to the Employee/candidate; and
4. Criteria or guidelines by which candidates are being assessed.

The process of appointment renewals and promotions shall be governed by the Faculty Handbook as implemented by the Employee's School except as outlined in this Agreement. If an Employee is not offered renewal or a promotion, the Employer will provide a written description outlining why renewal and/or promotion was not offered. The Employee shall be given the opportunity to meet with the Dean or Dean's designee of the Employee's School. The Employee shall be permitted to have their Bargaining Unit Representatives or Union representative present.

The Employer's decision not to renew an appointment shall not be subject to the Grievance and Arbitration provisions outlined in this Agreement.

An Employee's request for a promotion shall not be unreasonably denied. The Employer's decision to deny a promotion shall be subject to the Grievance and Arbitration provisions outlined in this Agreement, which will be the exclusive process for challenging the denial of a promotion. Such grievance will be initiated at Step Five of the grievance process.

Section 9. Posting and Filling of Vacancies. When the Employer determines during the term of this Agreement that there is a vacancy in a bargaining unit position where a national search is warranted, the Employer will post open bargaining unit positions electronically on a central website. Qualified Employees may apply for such positions and will be given the same good faith consideration as other applicants.

The Employer will fill open bargaining unit positions by selecting the applicant who is, in the Employer's sole judgement, best qualified for the position based on the candidate's education, training, experience, skill, and ability. This includes the right to select an external candidate who in the Employer's sole judgement is the best qualified candidate. In the event two or more Employees apply for an open position and, in the Employer's judgment those applicants are equally qualified, then the applicant with the most years of service in a bargaining unit position will be selected.

ARTICLE 12
COURSE ASSIGNMENTS & CANCELLATIONS

Section 1. The Employer retains the discretion to determine the appropriate faculty member who is to teach a given course. The Employer will exercise this discretion in a manner consistent with an Employee's qualifications and expertise as assessed by the Employer. When the Employer exercises discretion to assign a course to an Employee, the Employer will notify that Employee of the proposed course assignment by communicating course assignments to Employees as soon as practicable but at least three (3) months prior to the start of the applicable Fall or Spring semester (and one (1) month prior to the start of a Summer Session term). The notice requirement shall not apply to course assignments necessitated by the unanticipated unavailability of faculty originally assigned to courses published in the applicable course catalogue. The Employer will provide the Union with notice of such unavailability and offer to meet regarding any assignment of courses related to the unanticipated unavailability of faculty. The notice requirement shall not apply to Employees hired within the applicable notice period.

An Employee may agree to teach a course with less than three (3) months prior notice for the Fall and Spring semester or less than one (1) month prior to the start of a Summer Session term. However, if the course is not assigned in a timely manner as outlined in this Article, the Employee shall not be obligated to accept the course. Such declination shall not result in a loss of compensation or have any other detrimental effect on their employment, but the Employee is still responsible for satisfying the academic year teaching load established in the Employee's appointment letter.

Section 2. If the Employer assigns the course to an Employee, the Employer will give preference to an Employee who designed the course and who satisfactorily taught the course within the previous three (3) academic years. When there is more than one Employee who has taught the course satisfactorily in the previous three (3) academic years, the course will first be offered to the Employee who has most satisfactorily taught the course. Where the teaching satisfaction is equal, preference will be given to the Employee who has the most years of service at Tulane in a bargaining unit position.

Section 3. At the time of reappointment to the same position, Employees on a two (2) year or longer appointment shall be assigned no more than the course load they were assigned on average over the previous three academic years, excluding periods of approved leave of absence or approved course release. Employees may be offered and accept additional courses beyond their teaching load with the approval of the Dean of the Employee's School. Refusing to teach overload courses shall not result in a detrimental effect on their employment in any way. Notwithstanding the forgoing, in the event the Board of Administrators declares a financial exigency in accordance with applicable University policy, the Employer may assign a course load that is greater than the course load the Employee was assigned on average over the previous three (3) academic years, excluding periods of approved leave of absence or approved course release.

Section 4. For regular teaching load, Employees shall not suffer a loss of pay, benefits, or any other form of compensation as a result of a canceled course assignment. In the event of a course cancellation, the Employer will assign the Employee other comparable responsibilities if they are available. If offered by the Employer, the Employee shall accept comparable responsibilities within the same or subsequent four (4) semesters or within the term of the current appointment, whichever is later. However, such additional courses shall accumulate to a maximum of the equivalent of three (3) full semester courses and shall not be assigned more than one (1) such full semester course equivalent per semester. When the additional assignment is not a course, the Employer shall inform the Employee in writing that such assignment constitutes "other comparable responsibilities" per this Article.

ARTICLE 13
EVALUATIONS

Section 1. Once every academic year, the Employer will ensure that all Employees' work performance is evaluated by someone (or a group of individuals) with knowledge of the Employee's work performance. Throughout their employment, Employees shall have access to the evaluation outlined here.

Section 2. Student evaluations shall be part of the evaluation process described in Section 1 above. Employees shall have access to review their student evaluations in accordance with the Employer's policy on releasing student evaluations based on low response rate or class size. Student evaluations shall not be the sole criteria for adverse action against an Employee.

ARTICLE 14
PERSONNEL FILES

The Employer maintains personnel records for Employees in the Office of Human Resources. Upon request, an Employee may review their personnel file by appointment with the Office of Human Resources in the presence of a Human Resources employee.

ARTICLE 15
GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. For the purpose of this Agreement, a grievance is defined as any complaint or dispute arising out of the application of a specific provision of this Agreement which arose during the term of this Agreement or any written extension of it.

Section 2. A grievance may be filed by the Union. The adversely affected Employee or group of Employees and the specific provisions of the Agreement claimed to be violated shall be identified in the grievance. The Employer may file a grievance to the Union in accordance with Section 8 of this Article.

Section 3. An Employee may informally discuss a workplace concern with the Employee's academic unit head (such as a Chair, Area Coordinator or Program Director) at any time. Nothing in this Agreement shall prevent an Employee from resolving any workplace concern consistent with this Agreement and the law, with or without the presence of a Union representative. Such resolution shall not be binding and the Union retains the right to grieve such changes as otherwise permitted by this Agreement. An Employee, upon request, shall be entitled to have a Union representative or steward present during any investigatory meeting that the Employee reasonably believes could lead to discipline. Such request may be verbal or in writing. If a Union representative or steward is not available, the meeting shall be postponed until one is available.

Section 4. A grievance shall be processed as follows:

Step One: The grievance shall be submitted in writing by hand or electronic mail to the Employee's academic unit head or the academic unit head's designee ("the Academic Unit Head") within twenty-one (21) calendar days after either the affected Employee or the Union knew or should have known of the occurrence of those facts or circumstances. The grievance document shall clearly indicate that the matter is a grievance, identify the provision(s) of the Agreement at issue and be signed by the Employee, Union steward or Union. The Academic Unit Head or designee shall meet with the Union and the grievant to review the grievance at a time mutually convenient to the Employer, the Union and the grievant. This meeting may be in person or virtual. The Employer shall give a written response to the grievance within seven (7) calendar days after its receipt, or if not responded to within that period, the grievance shall be considered to be denied.

Step Two: If the grievance is not resolved at Step One, the grievance may be submitted by the Union to the Employee's Dean or the Dean's designee within seven (7) calendar days after the Academic Unit Head or designee has responded to the grievance at Step One or, if no response was given, the date on which the Step One response was due. The Dean or designee may, at their discretion, meet with the Union and the grievant to review the grievance at a time mutually convenient to the Dean or designee, the Union and the grievant. This meeting may be in person or virtual. The Dean or designee shall give a written response to the grievance within seven (7) calendar days after its receipt or the meeting about the Step Two grievance, or if not responded to within that period, the grievance shall be considered to be denied.

Step Three: If the grievance is not resolved at Step Two, the grievance may be submitted to the Provost or the Provost's designee within seven (7) calendar days after the Dean or Designee has responded to the grievance at Step Two or, if no response was given, the date on which the Step Two response was due. The Provost or designee may, at their discretion, meet with the Union and the grievant to discuss the grievance at a time mutually convenient to the Provost or designee, the Union and the grievant. The Provost or designee shall give a written response to the grievance within seven (7) calendar days after its receipt, or the meeting about the Step Three grievance, or if not answered, the grievance shall be considered to be denied.

Step Four: If the grievance is not resolved at Step Three, the Union or the Employer may request mediation in writing by hand, facsimile or electronic mail through the Federal Mediation and Conciliation Service (FMCS) within seven (7) calendar days after receipt of the Step Three decision. If both parties consent to mediation, then mediation under this section is a condition precedent to arbitration. The request for mediation must be served in writing by hand or electronic mail by the party requesting it. The mediation shall be held at one of the Employer's campuses unless the Employer and the Union agree in writing to hold it elsewhere. Step Four shall be waived if one of the parties objects or if the FMCS is not available to hold a mediation session within thirty (30) calendar days of the request.

Step Five: If the grievance is not resolved at mediation or is not submitted to mediation, the grieving Party may submit the grievance to arbitration by giving written request by hand or electronic mail to the FMCS and the other party within thirty (30) calendar days after (a) the conclusion of the mediation or (b) the earlier of the date of the written response to the Step Three grievance (or a grievance filed by the Employer) or the deadline for issuing such response. Failure to so request arbitration within the aforesaid thirty (30) calendar-day period shall constitute a waiver of the grievance. The FMCS shall submit simultaneously to each party an identical list of names of persons chosen from a sub-regional panel of seven (7) arbitrators. Such arbitrators must be members of the American Arbitration Association or the National Academy of Arbitrators. Each party shall have ten (10) days from the transmittal date in which to strike names objected to, number the remaining names to indicate the order of preference and return the list to the FMCS. If a party does not return the list within the time specified, all persons named therein shall be deemed acceptable. From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, the FMCS shall invite the acceptance of an arbitrator to serve. If the parties fail to agree upon any of the persons named, or if acceptable arbitrators are unable to act, or if for any other reason the appointment cannot be made from the submitted lists, the FMCS shall have the power to make the appointment from among other members of the FMCS sub-regional panel.

The arbitration shall be governed by the labor arbitration rules of the FMCS. The arbitration shall be held in New Orleans, Louisiana unless the Employer and the Union agree in writing to hold it elsewhere.

Section 5. If either the Employer or the Union timely raises an issue of procedural arbitrability at any time, the arbitrator shall hear and decide the issue of procedural arbitrability before hearing any evidence or statement regarding the merits of the grievance. The arbitrator shall not automatically be disqualified from hearing the substance of the grievance by reason of determining arbitrability.

Section 6.

(a) There shall be no submission of multiple grievances to arbitration in one demand, nor shall separately submitted grievances be consolidated and/or merged before the same arbitrator, absent mutual consent between the Employer and the Union. Accordingly, in the absence of mutual consent of the Employer and the Union, an arbitrator may not be presented with or rule upon more than one grievance, provided that either the Employer or the Union may submit a class grievance to arbitration in accordance with this Article. It is the desire of Employer and the Union to settle grievances at the lowest possible level. Therefore, all steps shall be required before a grievance can proceed to arbitration unless the Employer and the Union agree otherwise in writing.

(b) Only the Union and the Employer or either's authorized representative may present or defend the grievance at arbitration.

(c) The arbitrator shall have no authority to add to, subtract from, alter or amend any of the provisions of this Agreement. The arbitrator shall have the authority only to decide disputes concerning the interpretation and application of the specific section(s) and article(s) of the Agreement to the facts of the particular grievance presented to the arbitrator.

(d) The decision and award of the arbitrator shall be final and binding upon the Employer and the Union to this Agreement and the employees covered hereby to the extent provided by law.

(e) The fees and expenses of the arbitrator and the hearing room shall be shared equally by the Employer and the Union.

Section 7. Failure to meet any deadline at any step of this grievance procedure shall constitute a waiver of the grievance and no further action may be taken on it. Any time limits in this Article can be waived by the written agreement of the Employer and the Union.

Section 8. A grievance initiated by the Employer alleging a violation of the Agreement by the Union shall be presented in writing by hand or electronic mail to the lead Union Steward within seven (7) calendar days after the occurrence of the facts or circumstances giving rise to the dispute over which the grievance arose or within seven (7) calendar days after the Employer knew or should have known of the occurrence of those facts or circumstances. The Union may hold a meeting to review the grievance at a time mutually convenient to the parties. If such a grievance is not resolved within twenty-one (21) calendar days after the grievance is filed, the parties may mutually agree to submit the grievance to mediation in accordance with Section 4, Step Four of this Article. A demand for arbitration for such a grievance may also be made in accordance with Section 4, Step Five of this Article.

ARTICLE 16
NO STRIKE – NO LOCKOUT

Section 1. Intent

The parties recognize the sensitive nature of the Employer's academic environment and the damage that could occur as a result of any disruption to the timely delivery of the Employer's educational services. As a consequence, it is the intent of the parties to settle disputes during the term of this Agreement either through informal means or, when that is not possible, through the Grievance and Arbitration procedure outlined in Article 15.

Section 2. Prohibited Activity

It is therefore agreed that during the term of this Agreement, or any written extension of this Agreement, neither the Union (including any agents of the Union), nor any Employee, will threaten, instigate, authorize, establish, or participate in any primary strike, sympathy strike, work stoppage, work slowdown, withholding or delaying finalization of any grades, test results, evaluations or other documents, concerted failure or refusal to perform assigned work, or any other interference with, disruption, or interruption of any of the Employer's services or operations. Nothing in these prohibitions is intended to limit the Union's ability to prepare for lawful conduct to occur post contract expiration. Nothing in this Article is intended to waive the right of the Union or Employees to aid, condone or support a strike called by another Union or group of employees not covered by this Agreement provided the Union and Employees do not engage in any conduct prohibited by this Section. The Parties agree and acknowledge that an Employee's participation in a protest or demonstration may not constitute a violation of this Section, but may still constitute misconduct and the Employer specifically reserves the right and obligation to discipline Employees for misconduct up to and including discharge.

Section 3. Penalty

Any Employee who participates in any activity prohibited by this Article shall be subject to discharge or such lesser discipline as the Employer, in its sole discretion, shall determine. Any Employee disciplined or discharged for failing to comply with this Article shall not have recourse to the grievance and arbitration procedure contained in Article 15 provided, however, that an Employee who contends the Employee did not engage in such prohibited conduct shall have access to the grievance and arbitration process but the sole question for resolution will be whether the Employee in fact participated in such prohibited activity.

Section 4. Union Official's Responsibility

In the event that any Employee(s) violates the prohibitions identified in Section 2 above, the Union shall immediately inform such Employee(s) through all reasonable means that such action is prohibited under this Agreement and that such Employee(s) should cease such action and return to full, normal, and timely work.

Section 5. No Lockout

The Employer agrees that there shall be no lockout during the term of this Agreement or any written extension thereof.

Section 6. Judicial Remedies

In the event of conduct in violation of this Article, the Employer and the Union may immediately pursue, in any court of competent jurisdiction, whatever remedies are available to it.

ARTICLE 17
LABOR-MANAGEMENT COMMITTEE

Section 1. The Employer and the Union agree to create a Labor-Management Committee.

Section 2. The Labor-Management Committee shall consist of no more than four (4) Employees designated as representatives by the Union and four (4) representatives designated by the Employer. Each party will identify a Chair who will be the point of contact for the other.

Section 3. Upon request by the Union, the Labor-Management Committee will meet up to two (2) times during each academic year. The parties may mutually agree to cancel a scheduled meeting or to hold fewer or more than two (2) meetings per academic year. The Union must request each meeting at least two (2) weeks prior to the desired meeting date. The Employer will make a good faith effort to schedule that meeting as requested. The Union's designated Chair shall provide the Employer's designated Chair with a proposed agenda at least two (2) weeks in advance of the scheduled meeting date. The Employer may suggest additions or alterations to the agenda as soon as practicable after receiving the Union's proposed agenda.

Section 4. Labor-Management Committee meetings will not be used for negotiations, to discuss pending grievances or to discuss issues relevant only to an individual bargaining unit employee. Rather, the Labor-Management Committee is a place for open discussion of issues of general concern to Employees. The Labor-Management Committee may by mutual agreement consider and make recommendations to the Employer regarding matters discussed. The Employer is free to accept, reject or modify and accept any recommendations from the Labor-Management Committee.

Section 5. Except for an alleged failure to meet as contemplated by this Article, no part of the functioning of the Labor-Management Committee is subject to the grievance-arbitration Article contained in this Agreement or other dispute resolution process, administrative challenge or other legal challenge.

ARTICLE 18
COMPENSATION

Section 1. Minimum Salaries.

(a) Effective July 1, 2026, the minimum salary for Employees will be as set forth in the table below, which will be prorated for Employees employed on a less than full-time basis for those respective terms.

Rank	**Nine-Month Appointment**	**Twelve-Month Appointment**
Visiting Assistant Professor	$55,000	$73,000
Instructor	$57,000	$76,000
Lecturer	$60,000	$80,000
Professor of Practice	$62,000	$82,500
Senior Professor of Practice	$65,000	$86,500

(b) Effective July 1, 2027, the minimum salary for Employees will be as set forth in the table below, which will be prorated for Employees employed on a less than full-time basis for those respective terms.

Rank	**Nine-Month Appointment**	**Twelve-Month Appointment**
Visiting Assistant Professor	$55,000	$73,000
Instructor	$58,000	$77,500
Lecturer	$61,000	$81,500
Professor of Practice	$63,000	$84,000
Senior Professor of Practice	$66,000	$88,000

(c) Effective July 1, 2028, the minimum salary for Employees will be as set forth in the table below, which will be prorated for Employees employed on a less than full-time basis for those respective terms.

Rank	**Nine-Month Appointment**	**Twelve-Month Appointment**
Visiting Assistant Professor	$55,000	$73,000
Instructor	$59,000	$79,000
Lecturer	$62,000	$83,000
Professor of Practice	$64,000	$85,500
Senior Professor of Practice	$67,000	$89,500

(d) If an Employee is offered and accepts additional teaching or service assignments above those set forth in their appointment letter, with the approval of the Dean of the Employee's School, in addition to their salary, that Employee will be paid in accordance with Section 3 below.

Section 2. Annual Increases. During the life of this Agreement, the Employer will continue to consider annual merit-based increases in the base salary of Employees as part of the salary setting process consistent with Employer policies and School-based guidelines, applying the same annual merit pool available to non-bargaining unit faculty. Bargaining unit Employees will constitute their own merit pool meaning the pool allocated to Employees may only be used for merit increases within the bargaining unit. Effective July 1, 2026 and each July 1st thereafter, Employees will be eligible for salary increases that will vary depending on each individual Employee's performance. These base salary increases will be determined in accordance with the Employer's salary setting process consistent with Employer policies and School-based guidelines but will be no lower than one and one-half percent (1.5%) except there will be no minimum increase in a year in which there is no merit pool. The amount of such merit-based increases shall not be subject to grievance or arbitration under this Agreement. Nothing herein shall be construed to guarantee the Employer will provide a merit-based increase to Employee's base salary in any given year.

Section 3. Additional Compensation. Employees are eligible to continue to receive additional payments and stipends as determined by a School or unit for performing work that is beyond the teaching and service assignments set forth in their appointment letter.

Employees employed by the Employer on the date of ratification of this Agreement shall receive a lump sum payment of $750 ($1,000 for Employees who are paid less than the minimum salaries in Section 1(a) above on the date of ratification of this Agreement), less applicable withholdings, payable within 60 days of ratification of this Agreement, so long as they are still employed by the Employer on the date this payment is issued.

Section 4. Promotions. When an Employee is promoted from Professor of Practice to Senior Professor of Practice or from Lecturer to Senior Lecturer, the Employee will receive a $3,000 increase in salary, effective upon the effective date of the promotion. When an Employee is promoted from Instructor to Senior Instructor, the Employee will receive a $2,000 increase in salary, effective upon the effective date of the promotion. When an employee is appointed to a seven-year term as a Senior Professor of Practice or Senior Lecturer in accordance with Article 11 - Appointments, the Employee will receive a $4,000 increase in salary, effective upon the effective date of the promotion.

Section 5. Pay Above The Minimum Rates. The salaries and rates of pay outlined in this Article only constitute minimums. The Employer may grant raises, base salaries, and other forms of compensation greater than those outlined in this Article. No Employee's salary shall be decreased because of this Agreement. Notwithstanding the foregoing, an Employee's total compensation can be reduced as a result of a change in duties or assignments such as the end of an overload assignment or the end of a service assignment. The Employer's decision to pay or not pay above what is outlined in this Article, including the amount of such pay, shall not be subject to the grievance and arbitration procedure under this Agreement.

ARTICLE 19
PROFESSIONAL DEVELOPMENT FUND

Section 1. Professional Development Fund. Subject to the approval process set forth in Section 2, the Employer will provide each Employee with at least the following amounts per academic year for professional development activities as set forth in Section 3.

Academic Year	Professional Development Support
2026-2027	$750
2027-2028	$1,000
2028-2029	$1,250

Funds do not roll over from one academic year to the next.

Section 2. Application for Funds. An Employee may apply for professional development funding through the Employee's school of primary appointment. An Employee seeking financial support for professional development under this Article must submit a written request according to the guidelines and deadlines established by their respective school. Such request shall not be unreasonably denied. Upon denial, the Employer shall provide the Employee with a written explanation for the denial and the Employee may resubmit an application within four weeks. The Employee shall provide documentation of expenses.

Section 3. Purpose of Funds. Subject to the school's guidelines, the Professional Development Fund shall be used to support relevant professional development activity in matters related to teaching and instruction, practice/professional activities, and research. Examples of acceptable usage include but are not limited to attendance at conferences, research support opportunities, professional membership in organizations, mentoring programs, teaching development resources, and laboratory/studio access.

Section 4. Denial Not Subject to Grievance or Arbitration. Denial of a request for professional development reimbursement is not subject to this Agreement's grievance and arbitration procedure or any other Employer dispute resolution procedure. However, upon request, the Employer shall meet with the Employee and Union to discuss a denial within two weeks from such denial.

Section 5. Financial Exigency. In the event the Board of Administrators declares a financial exigency in accordance with applicable University policy, the Employer may reduce or eliminate the Professional Development Fund for the academic year(s) impact by the Board of Administrators' declaration.

ARTICLE 20
BENEFITS

Section 1. General Benefits. Employees will be eligible for health and welfare benefits on the same terms and conditions as other full-time faculty employed by the Employer in accordance with the Employer's eligibility criteria, policies and plans as they may be amended by the Employer from time to time. These benefits shall be subject to such conditions and limitations as may be set forth in the applicable plan document. Upon request from the Union, the Employer will meet with the Union annually prior to open enrollment to discuss these benefits.

Section 2. Bereavement Leave. Employees will be eligible for bereavement leave on the same terms and conditions as other full-time faculty employed by the Employer in accordance with the Employer's eligibility criteria and policies as they may be amended by the Employer from time to time.

The Employee is responsible for informing their supervisor which classes they will miss, but is not responsible for ensuring those classes are covered.

Section 3. Tuition Waiver. Employees will be eligible for the Tuition Waiver Program on the same terms and conditions as other full-time faculty employed by the Employer in accordance with the Employer's eligibility criteria and policies as they may be amended by the Employer from time to time. If the number of credit hours covered by the Tuition Waiver Program is reduced, the Employer will first notify the Union and offer to meet and discuss such reduction prior to implementation.

Section 4. Gym Membership. Employees will be eligible for membership to the facilities operated by Tulane University Campus Recreation on the same terms and conditions as other full-time faculty employed by the Employer in accordance with the Employer's eligibility criteria and policies as they may be amended by the Employer from time to time.

Section 5. Transportation Benefits. During the term of this Agreement, the Employer will endeavor to negotiate with the New Orleans Regional Transit Authority a discounted transit pass rate for Employees.

ARTICLE 21
PAYDAY

Section 1. The Employer will pay Employees in accordance with all applicable federal and state legal requirements. Each Employee must provide the Employer, in a timely fashion, with all required and/or requested documentation necessary for the Employer to process the payroll.

Section 2. The Employer pays Employees through direct deposit and Employees must provide the Employer with any bank information necessary to process that electronic deposit.

Section 3. Employees will be paid in accordance with the Employer's regular pay cycle, as it may be adjusted by the Employer from time to time.

ARTICLE 22
SAVINGS CLAUSE

If any term or provision of this Agreement is at any time declared to be invalid by a court of competent jurisdiction, such decision shall not invalidate the entire Agreement. All other terms and provisions of this Agreement not declared invalid shall remain in full force and effect. Upon request from either party, the Parties shall meet and negotiate regarding the provision declared to be invalid and a replacement for it.

ARTICLE 23
COMPLETE AGREEMENT

Section 1. This Agreement constitutes the entire agreement between the Employer and the Union. No deletion, change or amendment of any term or provision of this Agreement shall bind the Employer or the Union or be effective during the term of this Agreement, unless evidenced by a written document which has been signed and dated by the Employer and the Union.

Section 2. The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, they had a full opportunity to bargain over all mandatory and permissive subjects of bargaining, and neither party shall be required to bargain further during the term of this Agreement except as required by law.

Section 3. No term, condition, or past practice shall be binding on the Employer or the Union unless specifically set forth in this Agreement.

Section 4. A failure by either the Employer or the Union to enforce any provision of this Agreement in a particular instance shall not constitute a waiver of the right to enforce that provision in the future.

ARTICLE 24
DURATION

This Agreement shall take effect on the date of its execution and shall continue in effect from its effective date until midnight on June 30, 2029. The Agreement shall continue from year to year thereafter unless written notice of the desire to modify or terminate this Agreement is served by either party upon the other by certified mail, return receipt requested, at least sixty (60) days prior to the expiration of this Agreement. If such written notice is given, the Agreement shall terminate at midnight on June 30, 2029, or at midnight on any extended expiration date mutually agreed to and documented in a written agreement signed by the parties. When neither party gives such sixty (60) days' notice of the desire to modify or terminate, the Agreement shall automatically be renewed from year to year unless either party notifies the other party in writing of the desire to modify or terminate at least sixty (60) days prior to the end of any renewal period.

Executed on this 8 day of June, 2026, in New Orleans, Louisiana.

THE ADMINISTRATORS OF THE TULANE EDUCATIONAL FUND DBA TULANE UNIVERSITY

Jean Hervey

SOUTHWEST REGION WORKERS UNITED, AN SEIU AFFILIATE

Side Letter Converting Instructors with Terminal Degrees to Lecturers

Effective at the beginning of the academic term following ratification of the first collective bargaining agreement by and between the Union and the Employer (the "CBA"), any Instructor who has a terminal degree, was employed by the Employer as an Instructor on the date of ratification of the CBA and who teaches during the term of the CBA will be reclassified as a Lecturer, effective at the start of the first academic term the Employee teaches during the term of the CBA.

4933-3027-9088, v. 1