

# AGREEMENT

between

WENTWORTH INSTITUTE  
OF TECHNOLOGY, INC.

and the

WENTWORTH FACULTY  
FEDERATION, LOCAL 2403

American Federation of

Teachers AFL-CIO

May 1, 2023 – April 30, 2026

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# ARTICLE I

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## FEDERATION RECOGNITION, JURISDICTION AND DEFINITIONS

### A. Recognition

Wentworth Institute of Technology, Inc. recognizes the Wentworth Faculty Federation, Local 2403, AFT MA, AFL-CIO (hereinafter referred to as the “Faculty Federation” or “Federation”) as the exclusive bargaining agent with respect to wages, hours, and terms and conditions of employment for all full-time faculty and other employees included within the bargaining unit by decision of the NLRB in Case No. 1-RC-12,627.

### B. Definitions

The term “**Faculty**” as used in this Agreement refers to any member of the bargaining unit as described in Section A above that works as Faculty performing duties ascribed to the Faculty job descriptions.

The term “**Librarian**” as used in this agreement refers to any member of the bargaining unit as described in Section A above that works in the Library.

The term “**Bargaining Unit Members**” as used in this agreement refers to both/either a Faculty or Librarian.

The term “**Wentworth**” as used in this Agreement refers to the employer, Wentworth Institute of Technology, Inc.

The term “**Faculty Federation**” as used in this Agreement refers to the Wentworth Faculty Federation, Local 2403, AFT MA, AFL-CIO.

The term “**Agreement**” as used in this Agreement refers to the understanding between Wentworth and the Wentworth Faculty Federation.

The term “**Federation Representative**” as used in this Agreement means any officially designated representative of the Faculty Federation.

The term “**Parties**” as used in this Agreement refers to Wentworth and the Federation as participants in this Agreement.

### C. Preamble

This Agreement between Wentworth Institute of Technology and the Wentworth Faculty Federation has been consummated in support of the published Mission Statement of the Institute. This Agreement is intended to define the working conditions and compensation which the parties have agreed are appropriate for the professional cadre of faculty delivering the quality of education reflected in the Wentworth Mission Statement.

Whenever the singular is used in this Agreement, it is to include the plural.

## *ARTICLE II*

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### **MANAGEMENT RIGHTS**

All management functions and responsibilities which have not been expressly modified or restricted by a specific provision of this Agreement are retained by and vested exclusively in Wentworth, including but not limited to the right to determine staffing patterns and areas worked; to make or change rules, regulations, policies and practices not in conflict with the terms of this Agreement, and otherwise generally to manage the educational operation, attain and maintain full efficiency and direct the bargaining unit members.

## *ARTICLE III*

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### **COMPENSATION**

#### **A. Salary Adjustment**

1. The following increases are contingent on the unit member receiving a satisfactory (“meets” for librarians) or above rating in each evaluation criterion (teaching, scholarly and/or creative activities and service activities for faculty, and all job competencies and essential functions for librarians):
  - a. 6.0 percent (6.0%) raise on May 1, 2023
  - b. 5.5 percent (5.5%) raise on July 1 2024, payable in first paycheck of the fiscal year
  - c. 5.0 percent (5.0%) raise on July 1, 2025, payable in first paycheck of the fiscal year

Bargaining unit members employed by Wentworth between May 1, 2024 and June 30, 2024 shall receive a one-time bonus equivalent to 5.5% of two months’ salary during that time period. This bonus shall be paid in the first paycheck of the fiscal year 2025.

The salary increases in sections A and B apply to all summer pay. It also applies to future base pay. For faculty who elect 26 pay periods, the future increase will occur during the first paycheck of the 2023 summer semester (the 10th paycheck of the calendar year) and for pay increases in 2024 and 2025, the first paycheck of the fiscal year.

#### **B. Other Compensation**

1. Wentworth will pay the following amounts in merit salary increases as outlined in Section 2 below. These salary increases will be applied before the annual percentage increase.
  - a. One hundred fifty thousand dollars (\$150,000) in calendar year 2023.
  - b. One hundred fifty-seven thousand five hundred dollars (\$157,500) in calendar year

2024.

- c. One hundred sixty-five thousand (\$165,000) in calendar year 2025.

Individuals employed by Wentworth in bargaining unit positions on May 1, 2023 will be eligible for the pay increase.

- 2. The merit salary increases set forth in Paragraph 1 above shall be paid based upon the results of the evaluation process in Article V.C.1 and paid as follows:

- a. The merit salary increases for calendar year 2023 shall be included in the first paycheck following the 2 weeks after ratification of the collective bargaining agreement retroactive to May 1, 2023. The merit increases for calendar years 2024 and 2025 shall be included in the first paycheck of fiscal year 2025 (July 2024) and 2026 (July 2025), respectively. To be eligible for merit pay increases in 2024 and 2025 a bargaining unit member must have been employed during the year for which the performance is being evaluated and be employed on the date on which the merit pay increases are paid

Any funds from the amounts set forth in paragraph 1 above that were not paid to faculty members in accordance with the preceding paragraph will be awarded to faculty members to address equity and market imbalances at the Institute's discretion. A full accounting of this redistribution, including justification, shall be submitted to the Federation by July 31 of each year.

- b. Faculty members who have completed at least one full semester at Wentworth by the time of faculty evaluations shall be eligible for merit increases. A faculty member must have been evaluated at satisfactory or above in each evaluation criterion (teaching, scholarly and/or creative activities and service activities) and have no discipline issued against them during the consideration year in order to be eligible for a merit increase for the year.

Lecturers will be eligible for teaching merit points only. Senior Lecturers will be eligible for both teaching and service merit points, but not creative/scholarly work merit points.

Librarians having served at least six (6) months at the institute at the time of evaluations and have no discipline issued against them during the consideration year are eligible for merit increases if they have received at least meets in each competency and essential function listed in their evaluation.

- c. A merit increase shall be granted for exceeds expectations or superior achievement in any one or more of the evaluation criteria (teaching, scholarly and/or creative activities and service activities for faculty and competencies and essential functions for librarians).

The allocation of merit salary increases to eligible bargaining unit members shall be based upon the following weighted values, with a maximum possible twelve

(12) points for any unit member:

i. Faculty

6 Points	Superior in teaching
3 Points	Exceeds expectations in teaching
4 Points	Superior in scholarly and/or creative activities
2 Points	Exceeds expectations in scholarly and/or creative activities
2 Points	Superior in service
1 Point	Exceeds expectations in service

ii. Librarians

10 Points	Assigned proportionately to the percentage of essential functions receiving a superior rating.
5 Points	Assigned proportionately to the percentage of essential functions receiving an exceeds expectations rating.
2 Points	Assigned proportionately to the percentage of competencies receiving a superior rating.
1 Point	Assigned proportionately to the percentage of competencies receiving an exceeds expectations rating.

The amount of merit salary increase to any eligible bargaining unit member shall be their portion of the total weighted values given to all of the eligible bargaining unit members in each year, capped at \$1,250 per bargaining unit member.

- d. The Federation shall receive a notice of merit salary increases at the time of initial inclusion into the member's paycheck which shall include the name of the bargaining unit member, the category(ies) in which the merit was awarded and the amount of the increase. Wentworth may publish this notice at its discretion.

3. **Meritorious Performance Compensation for Full Professors**

a. **Definitions**

"Meritorious performance" shall mean annual evaluations for five of the seven evaluations after a faculty member is promoted to Professor, in which a Professor earns ratings of at least one "superior," at least one "exceeds expectations," and nothing less than "satisfactory" in the evaluation categories of teaching, service activities, and creative/scholarly activities and they have had no disciplinary action taken against them. Any disciplinary action resets the seven (7) year period. "Meritorious performance compensation" is a \$5,000.00 salary increase.

b. **Eligibility for Meritorious Compensation.**

1. **Eligibility for Meritorious Compensation After Initial Award**

Once meritorious performance compensation is made, a Professor is eligible for another \$5,000.00 salary increase if after the initial award they achieve five (5) meritorious performance evaluations within a seven (7)

year maximum period. The seven-year period resets after each award of meritorious compensation.

**2. Payment of Meritorious Compensation**

Faculty member must be actively employed by Wentworth at the time payment is to be made. Meritorious compensation shall be added to the base salary in the tenth (10th) paycheck of the calendar year in which it is awarded. Meritorious compensation shall be added before increases in section A.1.

**C. Minimum Salaries**

1. Minimum faculty salaries will be as follows:

	1/1/2024	1/1/2025	1/1/2026
Assistant Professor	\$80,000	\$84,400	\$89,042
Associate Professor	\$90,000	\$94,950	\$100,172
Professor	\$110,000	\$116,050	\$122,433

Upon promotion from Assistant Professor to Associate Professor, a faculty member shall receive a minimum salary increase of \$5,000. Upon promotion from Associate Professor to Professor, a faculty member shall receive a minimum salary increase of \$7,000. Any increases to salary due to promotion shall be applied prior to any other increases in this article.

The minimum salary of a Lecturer from May 1, 2023 to contract expiration shall be \$70,000. The minimum salary of a Senior Lecturer from May 1, 2023 to contract expiration shall be \$80,000.

**D. Additional Pay For Teaching More Than Maximum Credit Hours**

Faculty who agree to teach more than 12 credit hours per semester in the day academic program, Lecturers who agree to teach more than 16 credit hours per semester in the day academic program, and Senior Lecturers who agree to teach more than 28 credit hours per academic year in the day academic program pursuant to Article V, Section B. 2., will be paid \$1,500.00 per credit hour for each credit hour over 12, 16, and 28, respectively. The Institute will make the 10% TIAA contribution on the payment.

**E. Method and Time of Salary Payment**

Salary will be paid on a bi-weekly basis for each semester worked.

Any faculty member preferring to have their academic year salary paid over 26 pay periods extending over the summer shall file said preference in writing with Employee Relations and Engagement in December of the preceding calendar year. Any such filed preference shall be irrevocable for that year and shall not obligate Wentworth to mail any summer paychecks to the faculty member.



**F. Summer Pay**

Faculty teaching credit courses in the summer involving twelve or more credit hours and Lecturers and Senior Lecturers teaching credit courses in the summer involving sixteen or more credit hours shall be compensated one half of their current academic year salary, and faculty teaching less than twelve credit hours or less than sixteen credit hours for Lecturers and Senior Lecturers shall be compensated pro-rata on the basis of the ratio between the number of credit hours taught and twelve credit hours. The Institute shall make a 10% TIAA contributions for all courses taught in the day during the summer.

**G. Professional and Continuing Education**

Faculty teaching in Professional and Continuing Education shall be compensated for each semester at a market rate determined by management announced prior to the start of the semester. Such market rate shall be uniform for all bargaining unit members and shall not be less than three thousand two hundred (\$3,200) per four (4) credit course. There shall be no TIAA contributions for such work.

**H. Payment for Summer Day Course Preparation**

When a faculty member has been assigned to teach any summer course, whether a required course or an elective course, which has been advertised as being offered in the summer semester and which is subsequently cancelled, that faculty member shall be paid for the preparation time spent on the course, subject to the following criteria. If the course is canceled fifteen calendar days or more before the first day of that course in the summer semester, no compensation shall be paid to the faculty member for that course. If the course is canceled fourteen calendar days or less prior to the first day of classes in the summer semester, the faculty member will be paid a sum equal to one week of pay at the same rate that member would have earned had the course run. If the course is canceled on or after the first day of classes in the summer semester, the faculty member shall be paid a sum equal to one week of pay for each week, or portion thereof, that the course was not canceled, plus one week of pay for the pre-course preparation time expended, all at the same rate that member would have earned had the course run for the whole semester.

**I. Graduate Pay**

1. Graduate classes will be considered as in-load for faculty teaching load calculations. Graduate credits will count as four-thirds (4/3) of an undergraduate credit for purposes of calculating load.
2. Graduate overload compensation is set at a rate of \$2,667 per graduate credit. It is the right of each individual Faculty member to decline to teach any given graduate course on a case-by-case basis.
3. It is the right of each individual faculty member to accept or refuse to serve as a thesis advisor for a graduate student.
  - a. Deadline for agreeing to course load including graduate courses and thesis student

supervision is November 15 for the following Spring semester.

- b. Deadline for agreeing to course load including graduate courses and thesis student supervision is February 15 for the following Summer semester.
- c. Deadline for agreeing to course load including graduate courses and thesis student supervision is April 15 for the following Fall semester.

4. When calculating an overload the following steps are followed:

- a. Credits being taught by an individual faculty member are summed in two types (Undergraduate (UG) and Graduate (GR)). Should a course be cross-listed between types, it will be considered a graduate course (GR).
- b. Any graduate credits (GR) are multiplied by four-thirds ( $4/3$ ) to calculate undergraduate equivalent (UGE) credits.
- c. An overload occurs when a faculty member teaches more than 12 credits (UG+UGE) in a semester session as defined in Article III, Section D of the CBA.
- d. Up to 12 credits (prioritizing UG credits) are considered in-load. The remaining overload credits are compensated as below:
  - i. For undergraduate courses (UG), compensation remains unchanged at \$1,500 per credit for each overload UG credit as stated in Article III, Section D of the CBA.
  - ii. For graduate courses (GR), compensation will be \$2,000.25 per credit for each overload UGE credit. This is equivalent to \$2,667 per graduate credit.
  - iii. Examples:

UG	GR	Total UG + UGE Credits	Overload UG	Overload UGE	Overload Compensation
4	6	12	0	0	\$0
8	4	13.33333333	0	1.333333333	\$2,667

0	10	13.33333333	0	1.333333333	\$2,667
8	6	16	0	4	\$8,001
13	3	17	1	4	\$9,501
16	3	20	4	4	\$14,001

5. Thesis/Capstone Courses

To minimize scheduling changes which might impact students:

- a. Graduate Capstone – Treated as a graduate course
- b. Graduate Thesis Studio – Treated as a graduate course
- c. Individualized Graduate Thesis –
  - i. Coordinator – Treated as a graduate course listed as primary instructor
  - ii. Individual Thesis Advisors (with a course coordinator) – Compensated at graduate overload rate based on student-credit-hours and does not count towards load (i.e., \$2,667 per 20 student credit hours – enrollment measured day after add/drop)
  - iii. Individual Thesis Advisors (without a course coordinator) – Compensated at graduate overload rate based on student-credit-hours and does not count towards load (i.e., \$2,667 per 10 student credit hours – enrollment measured day after add/drop)

*ARTICLE IV*

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**FRINGE BENEFITS**

- A. Wentworth agrees to continue its present percentage contribution for bargaining unit member pension-premium 100% (10% of salary); disability plan-100% of premium; and liability insurance-100% of premium, group health-70% of Wentworth sponsored health insurance. Wentworth will contribute 100% to group life insurance paying two times base annual salary, and 50% to dental

insurance. Wentworth will continue the procedure by which bargaining unit members who so choose can have their medical and dental insurance contributions treated as a pre-tax income pursuant to Section 125 of the Internal Revenue Code.

**B.** Bargaining unit members may continue to authorize payroll deductions for additional annuities with the same carrier as the bargaining unit members' pension plan.

**C. Tuition Remission and Reimbursement**

**1. Tuition for Faculty and Librarians**

Wentworth will not charge tuition for up to eight credits per semester to those full-time bargaining unit members who are qualified to enroll in Wentworth undergraduate courses. After one year of continuous service, Wentworth will not charge tuition for up to six credits per semester to those full-time bargaining unit members who are qualified to enroll in Wentworth graduate courses.

Wentworth will also pay one-half the tuition for up to eight undergraduate credits per semester or up to six graduate courses per semester for courses taken at other institutions of higher learning, and approved in advance by the Provost, by bargaining unit members who have completed two years of regular full-time employment at the Institute. A bargaining unit member may obtain advance payment of this tuition by signing a Wentworth tuition form.

Employees must receive a grade of B or better for reimbursement. If they do not satisfactorily complete the course, they must reimburse Wentworth for the advance. A bargaining unit member may receive up to 100% reimbursement for courses of study approved in advance by the Provost.

These changes shall only affect those bargaining unit members who are not currently enrolled in the tuition reimbursement program at the ratification of this agreement.

**2. Tuition for Dependent Children**

After one year of continuous service, Wentworth will not charge tuition for the dependent children (as defined by the IRS) of full-time bargaining unit members who are qualified to enroll in Wentworth undergraduate courses.

**3. Tuition for Spouses**

After one year of continuous service, Wentworth will only charge fifty percent of tuition for the spouses of full-time bargaining unit members who are qualified to enroll in Wentworth undergraduate courses. Tuition assistance for spouses is limited to eight credit hours per semester.

In addition to the benefits set forth above, bargaining unit members and their dependent children and spouses will be eligible for other tuition remission and reimbursement benefits on the same

terms and conditions as Wentworth employees who are not represented by a union, as those benefits may be modified by Wentworth from time to time.

**D.** Wentworth will continue the provisions of its pension plan which permit early retirement at age 40.

**E. Parking**

The Institute and the Federation, in joint recognition of the obligations of the Institute to work with the City of Boston to reduce vehicular traffic to the Institute and in joint recognition of the cost to operate and maintain suitable parking facilities for bargaining unit members, hereby agree to:

1. Notify and discuss with the Federation any future changes to parking fees or fee structures charged to bargaining unit members before implementation.
2. Notify and discuss with the Federation any future efforts to achieve vehicular traffic reductions prior to implementation.
3. The Institute will subsidize the cost of an MBTA pass or its equivalent in commuter rail fare for those full-time bargaining unit members who do not purchase Institute parking emblems.

**F. Funds for Professional Development and Conferences**

A pool of funds equal to at least \$2,000 per bargaining unit member shall be created annually for professional development and the support of disseminating scholarly/creative work. Unused funds will not roll over from one fiscal year to the next.

These funds can be used for the following:

1. Enrollment in a course or seminar relevant to the faculty member's program or school, including fees and reasonable costs for travel, lodging, and meals.
2. Maintaining professional certification/registration/membership.
3. Self-directed studies that enhance teaching, scholarly and/or creative activities and service activities including fees and reasonable costs for travel, lodging, and meals.
4. Attend a workshop and/or seminar related to pedagogy, assessment and evaluation, classroom management, curriculum development, technology integration, and more including fees and reasonable costs for travel, lodging, and meals.
5. Attend webinars and online courses on various topics related to teaching and learning, such as instructional design, assessment strategies, active learning, inclusive teaching, and more.
6. Engage in research and scholarship seminars and activities related to the bargaining unit member's field of expertise, which can contribute to their professional growth and development including fees and reasonable costs for travel, lodging, and meals.

7. Attend conference(s) and symposia related to the bargaining unit member's field of expertise or discipline to learn about the latest research, best practices, and innovations in teaching and learning including fees and reasonable costs for travel, lodging, and meals.
8. Costs of publication.

These funds will be disbursed using an application process as specified by the Provost's Office.

## *ARTICLE V*

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### **WORKING CONDITIONS**

#### **A. Academic Year**

The normal Academic Year shall include three semesters. Faculty are expected to teach during the fall and spring semesters.

The Provost shall develop the calendar at least 12 months ahead of the fall semester in consultation with the Federation President. In the event that unexpected circumstances require a change in the calendar, such change shall not be undertaken without the advice and counsel of the Federation.

Calendars shall be developed within the following framework:

1. Each semester begins with two Opening Days preceding the start of classes.
2. There shall be at least one (1) week off without faculty responsibilities between semesters and two (2) weeks off between the fall and spring semesters.
3. There shall be four (4) days for finals in each semester preceded by a study day.
4. The deadline for submission of final grades shall be no earlier than 9:00 am of the fourth (4th) working day after the last day of finals. In the case of 7-week classes, faculty shall have until 9:00 am of the fourth (4th) working day after the last day of class to submit final grades. No faculty activities shall be scheduled during the grading period.
5. The faculty work week ends on the Monday after final exams are completed.
6. There shall be a four (4) day break, including the weekend, for Thanksgiving.
7. There shall be a one (1) week spring break in the spring semester.
8. There shall be a five (5) day break, with three contiguous work days off and including a weekend, for the July 4 holiday.
9. Summer work will be voluntary.

## **B. Workload and Scheduling**

### **1a. Definition**

Wentworth's day academic program classes shall operate between 8:00 a.m. and 8:00 p.m. Faculty will work a nine (9)-hour window during the times classes operate. Faculty teaching assignments shall be developed by the Dean and/or Associate Dean after consultation with faculty members.

The Dean and Registrar will avoid scheduling extensive non-teaching hours between scheduled classes. Scheduling preferences including courses, lab, and class times shall be submitted to the Dean and will be considered in determining faculty schedules. If a course or class time request cannot be accommodated, the Dean shall explain in writing within 5 business days of the request the reason for the request not being accommodated.

A faculty member who has not elected to take on an overload shall not be scheduled to teach 5 days per week for three consecutive semesters excluding summer, unless they so desire.

A tentative class schedule will be made available to faculty at least two weeks prior to its publication in order to allow time for consideration of changes requested by the faculty. Faculty will receive tentative Fall assignments before Spring graduation and Spring assignments before the first day of Fall semester final exams.

### **1b. Faculty Responsibilities**

A faculty member is expected to be productive both at the individual and institutional levels. A faculty member's primary responsibilities are to (1) teach and counsel students in academic affairs, (2) engage in scholarly and/or creative activities, and (3) engage in service activities. Faculty are also expected to engage in professional development activities that are both appropriate to and supportive of these three broad responsibilities.

Faculty shall maintain high standards of integrity and conduct in their profession with faculty, administration, staff, students and when representing Wentworth, following the standards established by the Commission on Institutions of Higher Education, (New England Commission of Higher Education (NECHE)): Standards for Accreditation: Integrity.

#### **A. Teaching**

A faculty member is expected in the tradition of academic professionalism to:

- a. Demonstrate ability to create, organize and continually improve course materials including syllabi that establish student workload, learning objectives, grading and class policy expectations following guidelines as set by the Provost's Office. Deliver course content that is up to date and in keeping with advances in the discipline.

- b. Develop and conduct effective laboratory/studio experiences and use appropriate and effective presentation styles.
- c. Course material must meet minimum usage guidelines for the Learning Management System.
- d. Demonstrate ability to intellectually stimulate and engage the student in the learning process.
- e. Provide timely, useful feedback on activities and assignments, including indicating students' progress in course; meeting minimum usage guidelines for the Learning Management System.
- f. Use respectful and timely communication with students, colleagues and administrators regarding courses and related topics.
- g. Demonstrate receptiveness and responsiveness to student questions and concerns.
- h. Develop new courses and/or actively participate in the development of new programs.
- i. Teach and carry out the approved course of instruction as outlined in the course syllabus.
- j. Develop and implement tools to assess continuous improvement of teaching.
- k. Share pedagogical expertise with colleagues.
- l. Actively participate in curricular and assessment activities, including when applicable, course coordination activities.
- m. For all classes, start on time and provide a full period of learning activities or instruction. In case of emergency or illness, the faculty member is responsible to give reasonable notice to their Dean and/or Associate Dean at the earliest time so that adequate coverage arrangements may be made. For online and hybrid classes, faculty must meet the University's requirements for online learning activities as established by the Provost's Office.
- n. Prepare and maintain hard-copy and/or electronic course manuals or Learning Management System records for courses that minimally include, except as modified in writing by the Dean and/or Associate Dean:
  - 1. Course syllabus in the format established by the Provost's Office to include reference to electronic means to access class schedule



as required in subsection q. below

2. Grades
  3. Samples of student work with instructor's comments
  4. Sample assessments and exams
  5. A critical evaluation of the course including both strengths and areas needing improvement
- o. Assess student work and award grades according to the published Grading System as set forth in the Institute's Catalog.
- p. Maintain all necessary academic and attendance records on a timely basis.
- q. In addition to electronic forms of communication, students and other members of the Wentworth Community shall be provided the opportunity to meet with faculty in person for advice, counseling and other issues in a time frame not to exceed two business days from the original request. In cases where the faculty member is on time away approved by the Dean and/or Associate Dean (e.g. illness, conferences), the opportunity to meet will occur within two business days of the return of the faculty member. In-person meetings shall be at mutually convenient times, but faculty members are expected to make time available during the operation of classes as defined by Article V.B.1a (8:00 a.m. to 8:00 p.m.).

To facilitate in-person meetings, faculty will make their class schedule electronically available to their students and inform students of such availability through a reference in the course syllabus no later than the first day of classes for each semester.

Faculty are encouraged to periodically update the schedule (approved time away) and keep current the electronic version available to students when changes occur.

When a student has not been regularly attending class, faculty will submit information to the Success Studio via a Navigate Progress Report or current software used for tracking attendance by the institute. Advisor will follow up with student on attendance issue and, where appropriate, report back to professor.

## **B. Scholarly and/or Creative Activities**

Each faculty member is expected to be actively engaged in and contribute to the intellectual life of that member's program, school, discipline and profession. We support the principles of Boyer's Model of Scholarship which states in part, "the

work of the professoriate might be thought of as having four separate, yet overlapping, functions. These are: the scholarship of *discovery*; the scholarship of *integration*; the scholarship of *application*; and the scholarship of *teaching*.” (*Scholarship Reconsidered* by Ernest L. Boyer.)

Each faculty member shall engage in scholarly and/or creative activities which shall be documented and include peer review and dissemination. This does not apply to Lecturers and Senior Lecturers. These activities should be discussed with the faculty member’s academic Dean and/or Associate Dean each year and recorded in the faculty planning worksheet. Examples of appropriate documented, peer reviewed and disseminated activities include, but are not limited to, the following:

- a. Study or research in an academic or intellectual activity relevant to the faculty’s program or school or to new courses, labs and studios or other curricular learning experiences.
- b. Presenting at a conference or seminar or presenting as an invited speaker
- c. Publications in journals, conference proceedings, books and other appropriate media that have been peer-reviewed
- d. Creative work: fiction/non-fiction writing, art, architecture, interior design, industrial design, performance, etc.
- e. Juried shows of design or artistic work, estimation competitions, art/gallery showings, work generated by Accelerate programs/business incubation that is externally reviewed and disseminated.
- f. Creation of blog, website, podcast, or other digital media that contributes to the advancement of that faculty member’s discipline or profession. Metrics that can be used shall include but are not limited to citations, pingbacks, page rank, views, likes/shares, and subscribers.
- g. Preparing and submitting grant proposals
- h. Scholarly and/or creative works in progress
- i. Develop, document and present findings on project-based and/or interdisciplinary learning techniques.
- j. Technical reports on innovation of teaching and learning that have been peer-reviewed
- k. Dissemination of developed curricula that have been peer-reviewed

**C. Service Activities**

Each faculty member shall engage in service at the Institute. This does not apply to Lecturers. Service activities may be at the Institute, school or program level. Service may also include external activities to professional and/or public or community organizations. These activities should be discussed with the faculty member's academic Dean and/or Associate Dean each year and recorded in the faculty planning worksheet.

Examples of appropriate activities include but are not limited to the following:

- a. Attend applicable program, school, institutional, and committee meetings and accept a reasonable share of assignments associated with those activities
- b. Course coordination
- c. Academic advising in partnership with staff advisors
- d. Advisor to a student organization
- e. Active participation and/or leadership in professional societies
- f. Active participation in civic and community organizations, including serving as elected or appointed public officials
- g. K-12 outreach
- h. Tutoring
- i. Service on boards and commissions, elected boards, and charitable organizations
- j. Other contributions of the faculty member's special competence in their area of expertise
- k. Mentoring of faculty
- l. Attend graduation once every two graduations
- m. Maintaining contact with co-op employers and internship affiliates
- n. Developing a study abroad course/program
- o. Journal or other publication editorial roles
- p. Serve on professional review panels, e.g., for funding agencies, research

centers, departmental reviews, etc.

- q. Participation in university initiatives for student success and inclusive excellence

#### D. **Professional Development**

Each faculty member shall engage in professional development activities. Professional development refers to skills and knowledge attained to maintain and enhance one's competence both personally and professionally. Professional development can and should be applied to teaching, scholarly and/or creative activities and service activities. While professional development is necessary to succeed as a faculty member, it does not replace any of the three areas described above. Professional development activities should be discussed with the faculty member's academic Dean and/or Associate Dean each year and recorded in the faculty planning worksheet.

Examples of appropriate professional development activities include, but are not limited to the following:

- a. Enrollment in a course or seminar relevant to the faculty member's program or school
- b. Maintaining professional certification/registration
- c. Self-directed studies that enhance teaching, scholarly and/or creative activities and service activities
- d. Attend a workshop and/or seminar/webinar or online course related to pedagogy, assessment and evaluation, classroom management, curriculum development, technology integration.
- e. Engage in research and scholarship seminars and activities related to the faculty member's field of expertise, which can contribute to their professional growth and development.
- f. Attend conference(s) and symposia related to the faculty member's field of expertise or discipline to learn about the latest research, best practices, and innovations in teaching and learning.

#### 2. **Guidelines**

The following guidelines apply in determining faculty workloads per semester:

- a. **Contact Hours (not to exceed)**
  - (1) Lecture/ Recitation: 12 Contact Hours

(2) Combination Lecture/Recitation and Laboratory: 18 Contact Hours

Lecturers:

1. Lecture/ Recitation: 16 Contact Hours

2. Combination Lecture/Recitation and Laboratory: 24 Contact Hours

b. **Credit Hours (not to exceed)**

Credit hours: Twelve (12)

Lecturers: Sixteen (16)

c. **Number of Students (not to exceed)**

Student credit hours: 360

Lecturers: 480

d. **Preparations (not to exceed)**

Preparations: three (3) different preparations

e. **Extraordinary Circumstances**

The parties agree that it may not be possible within the limitations of the scheduling process to assure the maximum guidelines in all cases in any one semester. Therefore, the parties agree that the averages for contact hours, credit hours, student credit hours and preparations over any three consecutive designated semesters will not exceed the maximum guidelines in 2a-d above.

Any faculty member who feels that they have been assigned an excessive workload in relation to their total participation shall have the right to discuss the matter with the Dean and/or Associate Dean before implementation of the schedule.

f. **Teaching More Than Maximum Credit Hours**

Wentworth may, with the agreement of a faculty member, assign more than 12 credit hours per semester to a faculty member in its day academic program, and with the agreement of a lecturer, assign more than 16 credit hours to a Lecturer. Payment to a faculty member for credit hours worked over 12 in a semester and payment to a Lecturer for credit hours worked over 16 in a semester shall be made pursuant to Article III, D. Overload for a Senior Lecturer is more than 7 courses in an academic year. The limitations in Sections 2a-d above (credit hours, contact hours, student credit hours and number of preparations) do not apply to the additional course the faculty member or Lecturer agrees to teach and be paid for under this section (2.f.) and the additional course is not included in any averaging

under Section 2.e. above.

g. **Professional Responsibilities**

During the regular academic year when classes are not in session, excepting legal holidays and the scheduled vacation periods, the faculty are expected to carry out their normal professional responsibilities.

3. **Teaching Load Adjustment**

a. **Course Release**

Wentworth may approve a request for a course release that permits a faculty member to have a reduced teaching load within their normal academic year appointment.

The purpose of course releases is to provide faculty members with time to undertake important activities such as scholarship, professional development, or other service for the University.

The following are general areas in which course releases may be awarded subject to the University's operating needs:

1. Professional/scholarly development (advancement through probationary or developmental faculty status, degree advancement, PI on a large grant proposal, externships);
2. Leadership or service duties (serving as Faculty Senate president, course coordination, significant program/school/institute related service, leading programmatic accreditation efforts, developing a study abroad course/program);
3. Sponsored-project research activities (grant buyout, professorships, working on and/or managing an industry related project);
4. Strategic initiatives (accelerated course development, leading the development of a new degree program, leading an institute or school strategic initiative)

Course releases do not relieve the faculty member from other responsibilities to the University such as advising, serving on committees, or participating in school/program business, events, and activities. Faculty members are expected to continue to carry out their other duties during the term in which they have a course release.

All course release request(s) shall include:

1. A specified detailed description of the work to be performed, the expected time to be spent on that work, and how the accomplishing of that work will benefit the faculty member and Wentworth;
2. The reduction in credit hours requested
3. The specific means by which the supervisor of the work will verify that the work has been completed as set forth in the request.
4. Signature of the supervisor, the supervising Dean (if not the supervisor) and the faculty member.

A faculty member receiving a course release may not:

1. Buy out teaching responsibilities if it will compromise the ability of the school to deliver its instructional program; and
2. Unless otherwise specified, course releases should be taken in increments that do not adversely affect the ability of a program to deliver its curriculum.

b. **Course Buyouts**

Wentworth may approve a faculty member's request for a course buyout that permits a faculty member to have a reduced teaching load within their normal academic year appointment.

Faculty shall make course buyout requests via e-mail to the Dean and Provost at the time of grant proposal development and before grant proposal submission.

The request for a course buyout shall include:

1. The number of credits and the anticipated semester(s) in which a course buyout is requested;
2. The size and scope of work to be conducted;
3. Rationale as to why a course buyout is necessary to complete the scope of work;
4. The name of sponsor providing funding.

After conferring with the Dean, the Provost may approve the course buyout. Approval is given on condition that an award is received and the course release time has been budgeted.

In the rare case where an award is less than the amount requested in a grant proposal, faculty members are not obligated to use a proposed course buyout, as long as the funding agency allows for redistribution or re-budgeting of awarded

funds. If a faculty member chooses to forgo a course buyout as part of a re-budgeting process, it is their responsibility to ensure the funding agency grants any necessary approvals for the budget adjustment.

A faculty member receiving a course buyout may not:

1. Buy out more than 6 credits per semester or 12 credits per academic year.
2. Buy out teaching responsibilities if it will compromise the ability of the University to deliver its instructional program.
3. Use the course buyouts for pursuit of external personal or business interests not related to the mission of the University.
4. Be released from performing their service obligations on behalf of the University or the faculty member's program/school.

A portion of the course buyout amount is expected to be used for funding an alternative source to teach the released course(s) and related instructional expenses. To buy out a semester course, the faculty member must use external grants or contracts to pay 10% of their annual salary, inclusive of benefits. This percentage is determined based on the fact a single course is equivalent to 10% effort of a full time faculty member (i.e., each class taught requires 10% of the faculty member's time across two semesters).

### **C. Evaluation Procedures**

1. Each non-probationary faculty member will participate in an annual faculty evaluation process designed to assist the member in improving their performance and professional development as educators in helping the Institute's students obtain a high quality education. Annual evaluations are part of the Institute's continuous improvement program.
  - a. Each year the Institute will publish the evaluation packet which shall include all deadlines, the evaluation form including the Faculty Planning Worksheet, and the evaluation rubric. The packet will be made available by December 1 for the current evaluation year.
  - b. The evaluation criteria for non-probationary faculty shall be based on the faculty member's performance of the responsibilities enumerated in subsection B.1.b. Faculty Responsibilities, the comments and goals documented in the prior year's annual evaluation, the Faculty Planning Worksheet, and any additional requests made by the Dean and/or Associate Dean throughout the year. Any such additional requests must be documented in writing. Lecturers will be evaluated based on teaching only, and Senior Lecturers will be evaluated based on teaching and service only.
  - c. Faculty will submit a Faculty Annual Report and Faculty Planning Worksheet to the Dean and/or Associate Dean by the date set by the Provost, but no earlier than the last Friday in January. The Dean and/or Associate Dean and faculty member



will meet to discuss the Report and the Worksheet. When the faculty member is on leave, the Dean and/or Associate Dean will discuss the Report and Worksheet through telephone or other real time communication technology, and other appropriate communication methods, if necessary. The Dean and/or Associate Dean will then provide the faculty member with a written evaluation and Worksheet.

- d. The Worksheet may be modified during the year: 1. at the request of the faculty member with approval of the Dean and/or Associate Dean or 2. by the Dean and/or Associate Dean to respond to changes in Program, School, or Institute needs. Additional requests during the year and modifications to the Worksheet must be documented in writing and will be preceded by a discussion between the Dean and/or Associate Dean and faculty member. If the faculty member is not in agreement with the Dean and/or Associate Dean concerning the additional requests or changes made to the Faculty Planning Worksheet during the year, they may take any concerns to the Dean and then to the Provost. These meetings do not require Federation representation; however, a Federation representative may be present at the request of either the faculty member or the Dean or Provost.
- e. Students will be asked to complete an Institute course evaluation for each class and the faculty member and the Administration will have access to the results, except that for the questions added by faculty for their own purpose, access may be restricted by the faculty member.
- f. **Evaluations with Less Than Satisfactory Rating(s)**
  1. In the event that a faculty member does not receive a satisfactory rating in each of the three primary responsibilities set forth in Article V Section B.1.b., the faculty member will have one week from the discussion with the Dean to raise concerns to the Vice Provost. If the faculty member is not satisfied with the Vice Provost's response, the faculty member will have one week to raise concerns to the Provost. The Provost's decision on the evaluation ratings is final.
  2. Once the evaluation is final, the faculty member will be given an opportunity to discuss a plan to improve performance and development with the Dean and/or Associate Dean. This discussion must take place within one week of the original evaluation meeting, or the final decision of the Provost, whichever is later.
    - a. The plan may involve recommendations such as:
      - Further evaluation in the following semester,
      - Completing a course or a research component designed to improve technical competency in the faculty member's field or in their practice of teaching, paid for by the Institute,

- Faculty mentoring by a mutually acceptable faculty member of suitable rank and experience,
  - A review of facilities and equipment to determine what classroom/laboratory changes/upgrades may be required to support improvement,
  - Completing training in emergent classroom or discipline technologies, paid for by the Institute,
  - A planned visit to the class, lab, or shop by the Dean and/or Associate Dean or their designee with a subsequent meeting (usually within five working days of the planned visit) to discuss the visitor's observations. The meeting does not require Federation representation; however, a Federation representative may be present at the request of the Dean and/or Associate Dean or faculty member.
3. If the faculty member and Dean and/or Associate Dean are not able to agree on a plan to improve performance and development within one week after the evaluation meeting (or the final decision of the Vice Provost or Provost), the Dean and/or Associate Dean will implement an improvement plan. The Dean and/or Associate Dean's plan will include specific recommendations and/or requirements for performance improvement. If the faculty member is not in agreement with the plan developed by the Dean and/or Associate Dean, they may take any concerns within one week to the Vice Provost. The Vice Provost's decision on the plan is final. These discussions do not require Federation representation; however, a Federation representative may be present at the request of either the faculty member or the Vice Provost.
  4. During the evaluation year, upon the written request of a faculty member to their Dean and/or Associate Dean, the Dean and/or Associate Dean will discuss the faculty member's progress towards improvement. This discussion will occur in a reasonable amount of time taking into consideration breaks and scheduled time away from campus, but no later than 30 days from the request.
  2. Wentworth may make reasonable changes in the evaluation procedures or instruments applying the performance criteria, as specified in section 1.a. above, after consultation with the Federation. Any changes in the performance criteria will be made prior to July 1 of the evaluation year. No changes will be made after July 1 unless exigent circumstances require said changes. All changes will be promptly distributed to faculty.

**D. Probationary and Regular Appointment Faculty – Termination**

1. Faculty members are on probationary status for their first four full semesters of

employment in the bargaining unit. Faculty in probationary status may have their employment terminated at any time at the sole discretion of Wentworth. Except in cases of for cause terminations, faculty will receive notice of termination within the 21 calendar days following the day grades are due for a given semester. For the end of Fall semester, notice of termination will be given at latest by the end of business of the second faculty day of the following semester. Faculty terminated in this period after the Fall semester, and within seven days of start of classes in the Spring semester shall be compensated equal to two weeks of pay at the same rate as if the faculty had not been terminated to cover time spent in preparation for the Spring semester.

Time spent by faculty members in one-semester or one-year temporary appointments shall not count towards fulfilling the four full semesters of probationary status unless approved by the Provost in writing. The Provost will review any request from a faculty member for counting the time spent in a temporary appointment based upon a recommendation of the Dean, the criteria in Faculty Responsibilities (Article V.B), those set forth in the letter of hire and as may be assigned during the temporary appointment. The Provost's decision shall be final and not subject to grievance or arbitration.

2. There shall be a "Development Period" as set forth in Section V.E below.
3. Any termination (except layoff per Article V. Section H) of a faculty member after the established probationary period above may be made for just cause and said termination may be challenged through the grievance and arbitration procedures of Articles VIII and IX.
4. A faculty member hired after a resignation or expiration of the recall period may upon mutual agreement of Wentworth and the Federation have their prior service counted towards their probationary period, and their eligibility for pension and disability benefits.

#### **E. Development Period**

1. Faculty shall progress through a development period following the completion of the probationary period set forth in Article V.D if they have demonstrated the promise of being able to meet the standards normally expected of experienced faculty during the probationary period. The length of this development period shall be two (2) academic years of full-time work or the time agreed upon between Wentworth and the faculty member at the time of hire.
  - a. Faculty may seek an extension of no more than one academic year for the development period through a written petition to the Provost no later than 30 days prior to the end of their development period, with a copy to the Development Committee and Federation President. The Provost will consider the good faith effort made by the faculty member to successfully complete development period obligations. The Provost's decision is final and not subject to grievance or arbitration provisions.
2. The purpose of the development period is for the faculty member to consistently demonstrate the willingness and ability to meet the standards normally expected of

experienced faculty.

3. Throughout the development period, the faculty member's performance and productivity shall be reviewed by a Committee consisting of the faculty member's Dean and/or Associate Dean, a Dean and/or Associate Dean selected by the faculty member, and a Dean and/or Associate Dean appointed by the Provost. Vacancies in said committee shall be filled by the successor to the vacating member or by a person appointed by the appointer of the vacating member.
  - a. The Dean and/or Associate Dean of the school of the developing faculty member shall call the first meeting of the Development Committee no later than October 1 or February 1 of the relevant semester the individual begins the development period. At the first meeting the Development Committee and the faculty member shall discuss and collaboratively create a development plan that will serve as a guide to successful academic and professional achievement through the development period. If it is appropriate, activity from the probationary period may be considered for inclusion in this plan. This plan, the Development Plan, will be documented in writing and signed by all committee members and the developing faculty.
  - b. The Dean and/or Associate Dean will meet with development period faculty at least once per semester to review progress towards achievement of stated obligations and discuss other factors which may impact successful completion. This meeting may be part of the annual evaluation meeting.
  - c. At the midpoint of the development period, within thirty (30) days of the beginning of the third (3<sup>rd</sup>) semester of development, the Committee shall advise the faculty member in writing of its opinions as to the progress being made. The Committee shall regularly consult with the regular appointment faculty in the faculty member's program and/or school as part of said review and prior to the vote described in the next paragraph.
4. The candidate shall submit their summary report of accomplishments against the goals stipulated in the agreed to plan during the Development Period by March 1 or November 1 of the appropriate semester.
5. Prior to the end of said last semester, the Committee shall vote on the question of whether the faculty member should be offered a regular appointment and shall forward its vote along with a statement of reasons in support of it to the Provost. If the vote is not unanimous, there shall be a separate statement of reasons from each side.
6. The Provost shall review the material submitted and make a recommendation to the President. The President's decision shall be final subject to arbitration pursuant to Article IX of this Agreement as set forth below.
7. If a majority of the Committee has not recommended regular appointment and the President has concurred, then the President's decision shall stand unless the Federation proves it is arbitrary or capricious. If a majority of the Committee has recommended regular

appointment and the President has not concurred, then the Institute must prove by a preponderance of the evidence that the President's decision was correct.

8. Demands for arbitration under this procedure must be filed by the Federation within fourteen calendar days of the faculty member's receipt of the President's adverse decision.
9. A faculty member who is not offered a regular appointment shall be entitled to professional work for which they are qualified (if such is available) either in or out of the bargaining unit for the next semester paying in total no less than the faculty member's base salary for the preceding semester before being terminated.

## **F. Promotion-In-Rank**

Wentworth seeks to recognize faculty leaders who have consistently demonstrated a superior level of professional achievement and accomplishment in the teaching, scholarly and/or creative activities and service activities to the Institute and other educational, professional and civic communities. Although initial academic ranking is the responsibility and decision of the Institute at the time of the initial appointment, it is believed that peer review is essential in making recommendations for changes in academic rank throughout the career of a faculty member at the Institute.

### **1. Criteria for Evaluation**

Promotion in academic rank is awarded to faculty who have demonstrated an exceptional level of professional achievement and the expectation that similar performance will be sustained and exceeded in the future. Consideration in evaluating the record of achievement shall always be the degree to which this achievement improves the academic quality and learning environment at Wentworth. This record of achievement will be considered the period since the last promotion or since hiring, if there has been no promotion. The criteria outlined below are core criteria that must be met by faculty from all disciplines who seek promotion. Each school is expected to define and document promotion criteria that complement and clarify the criteria listed below and are consistent with the disciplines represented by the school.

The criteria for evaluating relevant achievement for the purposes of promotion are the same criteria as for the annual evaluation of faculty – teaching, scholarly and/or creative activities and service activities. These criteria are not to be rigidly applied but should be viewed from the interest of the Institute to retain and promote persons of superior teaching, scholarly and/or creative activities and service activities.

While the professional activities of faculty vary, evaluation of all scholarly accomplishments and scholarship will be based on evidence of the quality and significance of the work. For individual faculty, the differing proportions of emphasis given to each performance area will be agreed upon by the faculty member and their Dean, in alignment with the Institute guidelines and outlined in their Faculty Planning Worksheet (*In accordance with Section V.C, Evaluation Procedures*).

The professorial ranks are typically linked to the different stages of career development

and accomplishment for Institute faculty. Faculty members at the different stages of an academic career tend to have different levels of experience, expertise, accomplishment, effectiveness, and productivity. They also tend to have different opportunities for contribution, leadership, and mentorship.

Consequently, the Institute's general expectations for faculty performance and for promotion in rank differ from one experience level and rank to the next in keeping with the typical patterns of career development for faculty.

Although experience is correlated with professorial rank, years of service or successful annual evaluations alone are not sufficient to qualify for a promotion in rank. When a faculty member's experience, accomplishments, and career development evolve to the point where expectations applicable to the beginning level of the next highest rank are being met, the faculty member can make a strong case for promotion.

A decision of promotion will result from a thorough review of a faculty member's accomplishments and contributions to the profession and the Institute by colleagues and administration. This review is accomplished in consideration of one's situational context and in relation to one's stage of academic career development.

**A. Promotion from Assistant Professor to Associate Professor**

The basis for the promotion from Assistant Professor to Associate Professor is whether the candidate has an established record that indicates continued growth, development, and accomplishment in teaching; research, scholarship/creative work; and service.

**Teaching**

The candidate should have established a consistent, documented track record that includes:

- Effective classroom teaching;
- Demonstrated effective student advising and/or mentoring student research, capstone/thesis projects, and one-on-one student interactions if applicable;
- Demonstrated expertise, enthusiastic interest, and successful experience in teaching a range of courses at the undergraduate and if applicable, graduate level;
- Creation or revision of courses or curricula;
- Successful pedagogical innovations – new instructional techniques or approaches.

### **Scholarship/Creative Activity**

The Institute policy recognizes four kinds of scholarship: discovery, teaching/pedagogy, integration, and application. Faculty members seeking promotion to the rank of associate professor should have an established track record of externally reviewed scholarly work, research and creative attainment, by publication in refereed journals, books, conference proceedings, manuscripts, patents, performances, awards, design competitions, exhibitions, industry and/or community-engaged applied research, presentations at regional, national and/or international conferences and successful proposal writing (consistent with their discipline) to obtain external funding for research, instruction, and/or other efforts, guest lectures, work generated by Accelerate programs/business incubation that is externally reviewed and disseminated, estimation competitions, and art/gallery showings.

### **Professional Service**

All applicants for associate professor rank are expected to have held a service portfolio. This can include:

- Service on school, program, and institute committees
- Advising and mentoring of undergraduate and/or graduate students
- Course coordination
- Active participation in civic and community organizations
- Service on boards and commissions, elected boards, and charitable organizations
- Professional service, such as: referee for scholarly publications; reviewer for funding agencies; serving on professional review panels; sitting on professional juries; journal editorship; officer in a professional society; serve on committees of professional societies; conference organization
- Outreach activities, recruitment, and work with external organizations that benefit the school and Institute, e.g., developing a study abroad program
- Consistent participation in the life of the school and the Institute by participating in faculty meetings.

### **B. Promotion from Associate Professor to Professor**

The basis for the promotion of an Associate Professor to Professor is effectiveness of teaching, the quality and scope of scholarship, and service including the leadership in or contributions to professional activities on and off

campus. Following promotion from Assistant Professor to Associate Professor, candidates shall be judged in terms of whether they have an established record that indicates continued growth, development and accomplishment in teaching; research, scholarship or creative work; and service including leadership. Appointment to the rank of Professor is a distinct honor that goes well beyond recognition of length of service.

### **Teaching**

A faculty member's teaching and educational activities must clearly indicate commitment to student learning, must support the instructional needs of the faculty member's school and the Institute, and must demonstrate a commitment to connect the faculty member's scholarly and creative work to student learning. Faculty members seeking promotion should have substantially and consistently demonstrated performance that exceeded (breadth and/or depth) performance criteria satisfied at the time of appointment to the rank of Associate Professor to include effective teaching and meet the following expectations:

- High quality of teaching and active learning in the classroom and one-on-one teaching outside the classroom.
- Meaningful engagement of students in discipline-appropriate experiential learning, including field trips, study abroad, undergraduate and/or graduate research, capstone projects, mentoring, and advising of student theses where applicable.
- Curriculum development, new program development, and program evolution.

### **Scholarship/Creative Activity**

Faculty members are expected to conduct scholarship and/or creative activity that is documented, disseminated and peer reviewed. The Institute policy recognizes four kinds of scholarship: discovery, teaching/pedagogy, integration, and application. Provided they are documented, disseminated and peer reviewed, examples of scholarship and/or creative activity include but are not limited to: Externally reviewed scholarly work, guest lectures, work generated by Accelerate programs/business incubation that is externally reviewed and disseminated, research and creative attainment, by publication in refereed journals, books, conference proceedings, manuscripts, patents, performances, awards, design competitions, estimation competitions, art/gallery showings, exhibitions, industry and/or community engaged applied research, presentations at regional, national and/or international conferences, and successful proposal writing (consistent with their discipline) to obtain and lead external funding for research, instruction, and/or other efforts. Faculty members seeking promotion should have substantially and consistently demonstrated performance that exceeded (breadth and/or depth) performance criteria satisfied at the time of appointment to the rank of Associate Professor.



## **Professional Service**

Faculty members should demonstrate contributions within the scope of service work to their school, the Institute, and to their profession. Participation in these activities fosters engagement in and awareness of the current and future directions of the Institute. Faculty members seeking promotion should have done substantial work in two of the following categories:

- Service on school and institute committees.
- Make significant contributions to the school and the Institute by leading major initiatives.
- Advising and mentoring of undergraduate and/or graduate students.
- Professional service, such as: referee for scholarly publications; reviewer for funding agencies; serving on professional review panels; journal editorship; officer in a professional society; serving on committees of professional societies; conference organization; judging at professional competitions.
- Outreach activities, recruitment, and work with external organizations that benefit the school and Institute, e.g., developing a study abroad program.
- Made significant contributions to the mentoring of junior faculty of the school and/or the Institute.

## **Nomination of a Candidate for Promotion in Faculty Rank**

A candidate may be nominated for promotion in any one of the following ways:

- The Dean of the school will evaluate the rank status of each faculty member at the time of annual review and may nominate a candidate for promotion.
- A Professor eligible to serve on the Institute Promotion Committee may nominate a candidate for promotion.
- Faculty members on regular appointments may nominate themselves for promotion.

All nominations for promotions will be submitted to the Dean no later than September 15. The Dean will notify the nominee in writing with a copy to the Provost's office whether they meet minimum eligibility requirements for promotion review no later than September 25. The nominee must notify the Dean by October 10 whether they accept the nomination.

## 2. **Candidate Eligibility**

Faculty who have successfully completed their development periods and been appointed to regular faculty, fulfilled all requirements of their initial appointment letters, have no disciplinary action taken against them in the past year and completed four years of service at the Institute, are eligible to apply for review by the Promotion Committee to the rank of Associate Professor. Candidates for promotion to the rank of Professor must have been in the rank of Associate Professor for at least five years and have at least seven years consecutive years of employment at Wentworth. The President may waive these requirements if the candidate has a significant number of years of experience at other educational institutions or has earned an Associate Professor rank more than three years prior to joining Wentworth.

## 3. **Institute Promotion Committee**

The Institute Promotion Committee must have representation from each school. The Committee will be comprised of five (one from each school) regular-appointment faculty members who hold the rank of Professor, and five (one from each school) regular-appointment faculty members who hold the rank of Associate Professor. The Committee shall select its Chair from its members holding the rank of Professor. Committee members will serve two-year terms. To allow for continuity, the selection of the Committee's membership will provide for at least two members to continue serving on the Committee over any two-consecutive-year period. Service on a promotion committee is a responsibility of regular-appointment faculty members. Committee membership shall rotate among faculty so that the responsibility is evenly distributed. The Dean shall keep a record of who has served on the Committee and rotate based on a system negotiated with the existing faculty within the school. When a vacancy is created the Dean shall appoint the next faculty member slated for the Committee role. When there are candidates for promotion to the rank of Associate Professor and to the rank of Professor, the Institute Promotion Committee will be divided into the following subcommittees:

- The Promotion Review Subcommittee for evaluating Associate Professors shall be composed of five Professors.
- The Promotion Review Subcommittee for evaluating Assistant Professors shall be composed of five Associate Professors.

### **Role and Responsibilities of the Institute Promotion Committee**

The role and responsibilities of the Institute Promotion Committee are to:

- Review the candidate's portfolio based on the promotion criteria, the candidate's documentation, and internal and external reference letters.
- Make a recommendation for approval or denial of promotion that is separate from the Dean's recommendation. Full Professors shall vote on all candidates for promotion to full Professor. Associate Professors shall vote on all candidates for

promotion to Associate Professor. Recommendation for approval of promotion shall require 2/3 majority in favor, as determined by a secret vote; there shall be no abstentions or avoidance of voting by absence. The Committee's recommendation must be in writing and must include the Committee's vote and justification statement, with supporting documentation, to support the recommendation. The Chair of the Institute Promotion Committee will submit to the Provost the Committee's recommendation and all supporting documentation, including all internal and external letters.

### **Provost Advisory Committee**

The Provost has the right to convene the Provost Advisory Committee. The Committee is advisory only. The Provost may call the Advisory Committee if there is disagreement between the Institute Promotion Committee, the Dean, or the Provost, and in other cases as deemed appropriate. The function of the Advisory Committee is to discuss broad aspects of the Institute promotion cases but not to make a formal vote on any candidate. The Advisory Committee is composed of the Vice Provost, Deans, and five senior faculty (at the rank of Professor), one from each school, elected by the Faculty Senate. The faculty representatives will serve rolling two-year appointments.

#### **4. Process for Promotion in Faculty Rank**

The following must be specific to promotion in faculty rank:

- A faculty member who is nominated (or self-nominated) for promotion must be informed of that nomination and has the right to refuse consideration at any step in the process.
- The candidate completes and files the Institute's Candidate's Application for Change of Academic Rank (from Assistant Professor to Associate Professor and from Associate Professor to Professor) with the Institute Promotion Committee, which shall include a list of references (internal and external) to be contacted. Faculty are encouraged to seek mentoring assistance in preparing their materials from Professors in their and other programs/schools. The Chair of the Institute Promotion Committee will request from these references confidential written recommendations, including one from the candidate's Dean. References will be forwarded directly to the Chair of the Institute Promotion Committee so that they may be included in the candidate's documentation for the Institute Promotion Committee review.
- The Dean works with the candidate to review the promotion portfolio for completeness.
- The Chair of the Institute Promotion Committee, with staff support from the Provost's Office, shall solicit letters from the identified internal and external reviewers for each faculty member who will be reviewed for promotion.

- Once the external review letters are received, the Chair of the Institute Promotion Committee, in collaboration with the Provost's office, will forward them to the Dean of the relevant school.
- The Dean of the candidate's school will provide a written assessment of the candidate's accomplishments in the areas of teaching, scholarship, and service. The Dean's written assessment shall include a clear recommendation (yes or no) with regard to whether the candidate has met the criteria for promotion, followed by an explanation of the recommendation. A copy of this letter will go to the Institute Promotion Committee.
- The Dean of the School submits the recommendation letter from the Dean and the annual performance appraisals to the Provost's Office for inclusion into the promotion portfolio.
- All of the candidate's promotion materials must be received by the Chair of the Institute Promotion Committee by January 7. If all necessary materials (including confidential references) have not been received by January 7, the candidate will be informed by the Chair of the Institute Promotion Committee that they may reapply in the next academic year. When all materials have been submitted, the Chair of the Institute Promotion Committee will notify the candidate in writing.
- All recommendations will be forwarded to the Provost in writing no later than March 7 including reasons for the Committee's decision. The Provost will have two weeks to review the candidate's materials and recommendation of the Committee. If the Provost has questions or concerns, these will be forwarded to the Committee in writing for a response during this period. The Committee will then have two weeks to respond in writing to the questions or concerns from the Provost. The Provost may review any additional material they consider relevant to the candidacy and convene their advisory committee.
- Within one week of receiving any additional material from the Institute Promotion Committee (or three weeks after receiving the initial recommendation), the Provost will forward the Committee's recommendation and their own recommendation to the President for approval or rejection.
- The President will have three weeks to review the materials. The candidate will be informed in writing of the President's decision. All changes in rank and salary will be retroactive to the first day of the current calendar year.
- Upon written request of a faculty member who is denied promotion, the Provost (or designee) will meet with the faculty member within one week, taking into consideration breaks and scheduled time away from campus, to discuss their application and possible ways to improve.
- All decisions related to change of rank by the President shall be final and the decision shall not be subject to arbitration or court review. The faculty member may seek review of the procedure used with respect to their application solely

through the grievance and arbitration procedures set forth in Article VIII and Article IX, with the modification of the arbitrator's authority in Article IX, such that the arbitrator's sole order and remedy, should they find a substantial violation of the procedures set forth above, is to require the Institute to process the application in compliance with the procedures.

### **Handling of Letters**

To assure that recommendations are completely candid and accurate, all letters of recommendations for or against the awarding of promotion shall remain confidential and will not be made available to the candidate.

### **Timetable**

- September 15: Last date for faculty written request to Dean for promotion.
- September 25: The Dean will notify the nominee in writing with a copy to the Provost's Office whether they are eligible for promotion review. The candidate may choose to proceed or stop the process at this time.
- October 10: The candidate must submit to the Institute Promotion Committee and the Provost's Office the names and contact information of individuals who will be asked to write internal and external letters. For the external letters, the candidate will submit their up-to-date curriculum vita, scholarship statement, future research/scholarship/creative activities directions, and noteworthy publications.
- October 15: The Institute Promotion Committee with the support from the Provost's Office will solicit the internal and external letters.
- December 2: Candidates must prepare and review their draft digital binder with their respective Associate Deans and Deans by this date.
- December 15: Letters of reference are due.
- January 7: Dean's letter due.
- January 7: All electronic material must be submitted by the candidate online by 11:59 pm on January 7. The system automatically closes at this time. Incomplete applications will not be considered.
- March 2: Last date for the Institute Promotion Committee to vote.
- March 9: Last date for the Institute Promotion Committee to send recommendations to the Provost.
- April 13: Last date for the Provost to send recommendations to the President.
- April 27: Last date for the President to decide on promotions.

## **G. Seniority Definition**

Seniority of faculty members is based on the date of their continuous full-time employment in a professional, technical, or administrative position at Wentworth. Faculty members shall continue to accumulate seniority so long as they are actively working in, or are on authorized leave of absence or on recall status while on layoff from such positions. Wentworth shall send a Seniority List to the Federation by October 1 of each year. The list shall be revised as necessary during the year to reflect faculty change. Conflicts of seniority among faculty members beginning employment on the same date are resolved by the date of the letter of employment sent to the faculty member by Wentworth.

## **H. Layoff and Recall**

In the event of a layoff, the faculty to be laid off will be restricted to those with the least seniority (as defined in G above) in the program affected by the layoff. Any such laid off faculty member shall have a preference in order of seniority for two years following their layoff for any vacancies that may exist in the program from which they were laid off or elsewhere in the bargaining unit for which, in Wentworth's reasonable judgment, they are qualified. In order to be considered for any such vacancy, the faculty member must inform Wentworth of their desire to be so considered within two (2) weeks after receiving a Registered Mail notice of its existence.

## **I. Health and Safety**

### **1. Inoculations**

When Wentworth provides inoculations or other in-house health services for students at no charge, it shall similarly provide such services to the bargaining unit member at no charge. Wentworth shall provide examinations or tests, required of the bargaining unit member by law, at no charge.

### **2. Environmental Health and Safety**

Wentworth will have Environmental Health and Safety personnel available to provide training to bargaining unit members and address environmental incidents occurring on campus and conduct periodic inspections as required.

Wentworth agrees to establish a Lab/Studio Safety Committee co-chaired by a designee of the Administration and a bargaining unit designee of the Federation to establish policies and procedures for internal communications of safety issues, concerns and responses. The Committee shall meet at least two times each semester.

## **J. Damage or Loss of Property**

1. No bargaining unit member shall be held responsible for loss, damage, or destruction of school property or student's property, when such loss, damage, or destruction is not the fault of the bargaining unit member.
2. A bargaining unit member shall report any loss, damage, or destruction to the Wentworth

Public Safety Office, immediately upon becoming aware of it.

3. The Institute shall notify the Federation of any change in the scope of coverage of bargaining members under the Institute's insurance policy(ies).

#### **K. Personal Assault**

1. All cases of assault suffered by bargaining unit members in connection with their employment must be reported to Wentworth.
2. Whenever it is alleged that a bargaining unit member has either assaulted or been assaulted, Wentworth shall see that an investigation is conducted and will furnish the bargaining unit member with appropriate facts of any such investigation upon written request.

#### **L. Personnel Records**

##### **1. Location of Records**

The personnel records of bargaining unit members are located in hard copy or electronic form either in the Office of Employee Relations and Engagement or the Provost's Office.

##### a. Performance Evaluations:

1. Paper copies of performance evaluations prior to 2009 are kept in the Office of Employee Relations and Engagement. Beginning in 2009, bargaining unit performance evaluations are maintained in electronic format. Detailed directions on how to access the electronic performance evaluations are located on the Employee Relations and Engagement web page.
2. bargaining unit members are required to use the electronic response for performance evaluations which acknowledges that the bargaining unit member has read the content of the performance evaluation, but is not evidence of their agreement with the content. Bargaining unit members have the ability to add comments to the evaluation.
3. Performance evaluations will be maintained for three years after the bargaining unit member leaves Wentworth.

##### b. Employee Relations and Engagement File

A file will be kept in the Employee Relations and Engagement Office which will contain the hire letter, notices concerning regular appointment and promotion, award and merit letters, warning and discipline letters, retirement and resignation notices, and termination letters.

**2. Access to Employee Relations and Engagement File**

Upon written request to Employee Relations and Engagement, a bargaining unit member shall have the right to access their Employee Relations and Engagement file within five (5) days of the written request for the purpose of inspecting its contents in the presence of an administrator or designee. The bargaining unit member may have a copy of any documents in the Employee Relations and Engagement file without charge. Copies of any personnel record not in the Employee Relations and Engagement file will be provided upon payment to Wentworth of the cost of retrieval and copying.

**3. Modification of Employee Relations and Engagement File**

The bargaining unit member shall have the right to refute in writing any information placed in their Employee Relations and Engagement file and the bargaining unit member's response shall be permanently attached to the record on file and shall be included with any subsequent copies. Negative or superfluous information may be removed from a bargaining unit member's file by mutual consent of Wentworth and the bargaining unit member.

**4. Notice**

Bargaining unit members shall be notified within five (5) business days of any warning or discipline letter placed in their Employee Relations and Engagement file.

**M. School Transfer**

A faculty member may be permanently transferred from one school to another, only with their consent. If a vacancy occurs in a related school, qualified faculty members who apply shall be given full consideration in the filling of such a vacancy.

**N. Unqualified Faculty**

If a faculty member is assigned to teach a course which they feel unqualified to teach, they may request review of the matter by a joint Federation-management committee which will make a recommendation to the Administration. In the event that the assignment is immediately before the beginning of a term, the Provost and the President of the Federation will be responsible for an expedited appointment of a committee able to meet at once and make an expedited recommendation. In no event will this provision be construed to authorize a faculty member to refuse an assignment either pending or after the committee's recommendation.

**O. Policies**

Beginning during the term of the collective bargaining agreement from May 1, 2023 to April 30, 2026, Wentworth will make every reasonable effort to publish the Institution's policies under which employees may be disciplined.



## ARTICLE VI

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### LEAVES OF ABSENCE

#### A. Professional Growth and Development Leave

Pursuant to established procedures, faculty members shall submit bids for grants from budgeted money in the Professional Growth and Development Fund.

#### B. Leave to Represent Wentworth

When the administration requests a faculty member to represent Wentworth at any meeting, the faculty member shall be reimbursed for reasonable received expenses incurred.

#### C. Sabbatical Program

Any member of the bargaining Faculty unit, excluding Lecturers and Senior Lecturers, who has completed six (6) consecutive years of service may apply for a sabbatical (a paid leave of one semester at full salary, or one academic year at one-half salary). Faculty will be eligible to receive a sabbatical after completing seven (7) years of service at Wentworth. Faculty who have previously received a sabbatical will be eligible to receive another sabbatical when they have completed another six (6) years of service at Wentworth. Fringe benefits shall be continued with normal contributions. The Institute will sponsor up to ten (10) qualified applications each year, as determined by the Provost. The awards will first be made so that each school has one award, provided that a qualified application is received from each school. After one award has been made in each school, the remaining awards will be made based on merit. Every effort will be made to ensure an equitable distribution of awards among disciplines and schools. Any qualified application which was not selected may be resubmitted for consideration the next year. The process for submitting an application will be as follows:

- a. A sabbatical may be applied for to assist faculty in developing a teaching or technical area, for researching and writing a book in the member's area of expertise or some other form of scholarship/creative activity, to seek an unpaid internship in a professional or educational area related to the faculty member's own teaching expertise, to assist non-profit organizations to develop appropriate programs of study or teach relevant courses in technical areas or to undertake similar activities related to service learning or equivalent merit. Work toward a graduate degree does not qualify as an acceptable activity for a sabbatical leave. It is presumed that a faculty member on sabbatical leave is not receiving compensation for services in another institution or organization.
- b. A faculty member must have been evaluated at least at the satisfactory level and have no disciplinary action issued against them during the previous year and up through the time the sabbatical is to take effect.
- c. The applicant agrees in writing prior to the start of the sabbatical to remain at Wentworth for at least two (2) years following its completion, or to reimburse Wentworth by payroll deduction and/or other means for a pro rata portion of the amount of the salary and fringe benefits paid during the leave. The pro rata portion is to be determined on the basis of

the number of full semesters worked subsequent to the end of the sabbatical period.

- d. An application, with a detailed plan of study including goals and expected outcomes as outlined in the Academic Policy and Procedures Manual must be submitted to the school Dean for approval no later than September 15 for leave to be taken in the following academic year. A proposal may be rejected by the Dean based on the impact of absence on the program, school or Institute, or inadequate information to articulate and address the six items required of the candidate in the application process.
  1. Intellectual and/or creative merit
  2. Impact of the planned goals and/or outcomes on the student experience and educational program
  3. Experience, skills or preparation needed to accomplish the plan
  4. Feasibility of the proposed timeline and work plan
  5. Impact of the absence on the program, school and/or institute
  6. Completeness of the application with respect to the call for applications as delineated by the Provost's Office.

The Dean may reject a candidate's application no more than once because of the impact of the absence on the program, school or Institute. The Dean must notify the applicant in writing of their assessment, including recommendations for improvement, if appropriate, no later than October 1. The faculty member is then allowed until October 15 to resubmit their application to the Dean or defer their application. The Dean will submit the approved application no later than 10 business days after October 15.

- e. The Provost shall appoint a standing committee of one regular appointment faculty from each school (one will be appointed as chair) who have had prior experience receiving a sabbatical (from Wentworth or an external source), term professorship or appointment to an endowed professorship themselves. No faculty will be asked to serve two consecutive years. The Committee will begin review of the approved applications that have been forwarded to it by the school Deans no later than November 15. The Committee will then rank the proposals based upon the six criteria and make a recommendation to the Provost no later than the final day of the Fall semester. The Provost will consult with the Committee prior to the awarding of a sabbatical should the Provost's decision be different from the Committee's recommendation. The Provost may reject the Committee's recommendations and ranking of candidates based on the impact of the absence on a program, school, or the Institute or financial considerations at the Institute. The Provost shall notify each faculty member of their decision and reasoning for acceptance or rejection by January 15 (barring any emergencies).

A sabbatical denied because of the impact of the absence on the program, school, or Institute shall only be delayed for one academic year.

- f. Upon completion of a sabbatical, the faculty member will be required to submit a written report of their approved sabbatical activities to the Provost's Office which will be archived in the Alumni Library, and be required to make a formal presentation to colleagues on campus at a meeting organized by the Provost each year.

In certain exceptional circumstances, a faculty member may not be able to meet the September 15 deadline for application due to another organization or body failing to communicate its acceptance decision to the faculty member concerning an internship, course of study or program. In those exceptional cases, and only if the school Dean approves of the application, the Institute will make reasonable efforts to accommodate a review of the application but reserves the right to refuse review and/or modify the procedures set forth above.

#### **D. Professional Leaves**

At Wentworth's discretion, a faculty member shall be entitled to a leave of absence without pay or benefits up to two years for advanced study, research, writing, travel, exchange teaching, industrial or professional development or any other purposes contributing to the growth and development of the faculty member. Such an application for leave should normally be made five (5) months prior to the start of the leave. Solely at the discretion of the Provost, an emergency leave of absence may be granted with less than a five (5) months notice.

#### **E. Maintenance of Rights**

All benefits to which a faculty member was entitled at the time a leave of absence commenced, shall be restored to them upon their return, and they will be assigned to the same or a substantially equivalent position.

#### **F. Sickness, Disability or Personal Absences**

Wentworth will continue its present Extended Sickness or Disability Insurance Coverage in accordance with the policy that is filed under the Employee Retirement Income Security Act (ERISA).

Short-term absences for illnesses or other personal reasons shall not exceed three days unless approved as Family and Medical Leave Act leave or another WIT policy (e.g. bereavement leave). Faculty are required under Article V.B.1.b.A.g. to give reasonable notice to their Dean and/or Associate Dean of any absence.

If a faculty member is absent for more than five (5) days and it appears that the absence will last for a further substantial period, the Dean and/or Associate Dean will discuss coverage of classes and other responsibilities with their faculty and convey their recommendations to the Provost.

All bargaining unit members shall be subject to the PFMLA Policy and Notifications in Appendix A.

#### **G. Parental Leave**

Faculty who have successfully completed the two-year probationary period and have moved into

development will be paid up to three weeks of salary for the birth or adoption of a child during the Fall and Spring semesters. In order to be paid, the faculty member must have applied for and have approved Family and Medical Leave Act leave. The faculty member must first use any accrued unused earned sick leave for the period of parental leave.

All bargaining unit members shall be subject to the Parental Leave Policies and Notifications in Appendix A.

#### **H. Conflicting Deadlines and Leave**

In cases where a member of the faculty takes FMLA or Parental leave, the deadlines for promotion, sabbatical, evaluation, or development actions that would coincide with the leave shall be paused unless the faculty member submits a request in writing to Employee Relations and Engagement, the faculty member's Dean and/or Associate Dean, and the President of the Federation regarding the faculty member's desire that the applicable deadlines not be paused. Two weeks after the member of faculty returns to work full time the new deadline, accounting for the time on leave and this initial two weeks, will again be in effect.

A member of the faculty that takes FMLA or Parental leave during their development shall have the contractually agreed upon time for the development process paused, even if it does not coincide with the deadline. A member of the faculty may choose to decline the additional time accounting for the leave, in writing to Employee Relations and Engagement, the faculty member's Dean and/or Associate Dean, and the President of the Federation, if they wish. However, such a member of the faculty will be responsible to meet the full obligation of any process they are subject to despite the reduced time at work brought about by the leave.

### *ARTICLE VII*

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#### **ACADEMIC FREEDOM**

The bargaining unit members are entitled to full freedom in research and in the publication of the results of the research, subject to the adequate performance of their other duties, and provided that such research or publication is accomplished at no cost to Wentworth, unless otherwise agreed to.

The bargaining unit member is entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial matter which has no relation to the subject. The bargaining unit member is a citizen, a member of a learned profession and a member of the bargaining unit of an educational institution. When they speak or write as a citizen, the bargaining unit member shall be free from institutional censorship or discipline, but their special position in the community imposes several obligations. As a learned person and a member of the bargaining unit they should remember that the public may judge their profession and their institution by their utterances. Hence the bargaining unit member should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others and indicate that they are not an Institutional spokesperson, except in circumstances where they are expressly so designated by the proper Wentworth authorities.

The parties agree that all bargaining unit members, either individually or in groups, have the right to engage in free discussion or exchange of views on any subject whatsoever among themselves or with any member or members of the Wentworth community.

## *ARTICLE VIII*

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### **GRIEVANCE PROCEDURE**

#### **A. Definition**

A grievance is a complaint by an employee, group of similarly situated employees or the Federation that there has been a misinterpretation or an alleged violation of a specific provision of the contract.

#### **B. Time Limits**

1. All grievances must be filed in writing at Level One within fourteen calendar days of the time the grievant knew or reasonably should have known of the act, event, or the commencement of the condition which is the basis of the grievance.
2. Failure at any level of the grievance procedure to communicate a decision on a grievance within the specific time limits shall permit the aggrieved party or the Federation to proceed to the next level. Failure to file an appeal within the specified time limits shall mean that the decision at the last step stands.
3. The time limit specified within the grievance procedure may be extended in any specific instance by written mutual agreement.

#### **C. Adjustment of Grievance**

##### **1. Level One: CHRO, Employee Relations and Engagement**

Prior to the formal filing of a Grievance at Level One, the grievant will attempt informally to resolve the matter with their Dean. If this method is unsuccessful, the grievance will be filed in writing with the CHRO, Employee Relations and Engagement. The filing will succinctly state the alleged action or inaction giving rise to the grievance; the provisions of the contract allegedly violated; and the relief sought. The CHRO, Employee Relations and Engagement shall respond to the grievance in writing within fourteen calendar days of the filing.

##### **2. Level Two: Provost**

If the grievance is unresolved at Level One, the grievant may file an appeal in writing to the Provost within fourteen calendar days of their receipt of the CHRO, Employee Relations and Engagement answer, and enclose a copy of correspondence from the prior step. The Provost shall have a hearing and respond to the grievance in writing within twenty-one days excluding their scheduled vacations or Institute breaks.

#### **D. General Provisions**

1. Both Wentworth and the Faculty Federation shall have the right to use in its presentation at any level of this grievance procedure any appropriate persons of its own choosing.
2. As to any grievance where the grievant is not represented by the Faculty Federation, the Federation will be advised of the Level One written filing, and any appeals, and will be given copies of all relevant documents, and the Federation will have the right to state its views in any grievance conferences scheduled to discuss the matter and/or submit written statements.
3. Grievance conferences under this Agreement will be scheduled for other than normal duty hours of the bargaining unit members involved unless both parties agree otherwise.
4. Grievances may be initiated at any step by mutual agreement.
5. The parties shall cooperate with each other in the investigation of any grievance and shall furnish each other such specific, reasonable and relevant information, not otherwise privileged, as is requested for the processing of any grievance.

### *ARTICLE IX*

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#### **ARBITRATION**

A grievance dispute which was not resolved at the level of the Provost under the Grievance Procedure may be submitted by the Federation to arbitration. The proceeding may be initiated by filing with Wentworth and the American Arbitration Association a request for arbitration. The notice shall be filed within fourteen calendar days after receipt of decision of the Provost, under the Grievance Procedure. The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceeding.

The arbitrator shall issue their decision not more than thirty (30) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issues submitted. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement. (The parties may, by mutual agreement, submit more than one pending grievance to arbitration).

The decision of the arbitrator, if made in accordance with their jurisdiction and authority under this Agreement, will be accepted as final by the parties to the dispute and both will abide by it. The arbitrator's fee will be shared equally by the parties to the dispute.

## *ARTICLE X*

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### **EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION/FAIR PRACTICES**

#### **A. Wentworth**

Wentworth agrees to continue its policy that it shall not discriminate against any employee on the basis of age, disability, color, national origin, race, religion, marital status, sex, sexual orientation, veteran status or membership in, or association with, the activities of any employee organization, or lack of membership in, or association with, such organization or its activities.

#### **B. Federation**

As sole collective bargaining agent, the Federation will continue its policy of accepting into membership all eligible persons in the unit without regard to age, disability, color, national origin, race, religion, marital status, sex, sexual orientation or veteran status. The Federation will represent equally all persons without regard to membership in, or association with, the activities or any employee organization.

## *ARTICLE XI*

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### **FEDERATION RIGHTS AND RESPONSIBILITIES**

#### **A. Dues Check Off**

1. The Federation may secure authorization for payroll deductions for Federation dues. Wentworth will submit such sums to the Federation Treasurer.
2. The Federation shall be notified of any bargaining unit member withdrawing or dropped from payroll deductions.
3. Any bargaining unit member desiring to have Wentworth discontinue deductions that they have previously had authorized must provide written notice to Wentworth, and such deductions will cease shortly thereafter.
4. Wentworth will deposit withheld amounts to a Federation-designated account not later than seven (7) calendar days after the final payroll payment date each month. Wentworth will incur no liability for loss of dues monies after properly depositing the same. The Federation shall indemnify and save Wentworth harmless against all claims, demands, suits, or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the Federation pursuant to this Section.

#### **B. Right to Disseminate Information**

The Faculty Federation shall be permitted to post appropriate official Faculty Federation notices

on Wentworth bulletin boards and place the same kind of material in bargaining unit mailboxes, including email. The Federation may also distribute the same kind of material via all other lawful means, electronic or otherwise.

**C. Meeting Facilities**

Wentworth shall provide the Faculty Federation with the free use of suitable facilities for Faculty Federation meetings, on the same basis and pursuant to the same procedures that such facilities are made available to other groups in the Wentworth community.

**D. Dissemination of Agreement**

Wentworth agrees to make the Agreement accessible in digital form and to distribute electronic copies of the Agreement to each unit member presently employed and to each new unit member hired. Wentworth shall permit the use of its printing facilities by unit members should they wish to have a physical copy of the Agreement.

**E. Protection of Individual and Group Rights**

1. Nothing contained herein shall be construed to prevent Wentworth from meeting with any Bargaining unit member for expression of the bargaining unit member's views.
2. Nothing contained herein shall be construed to permit any organization other than the Federation and Wentworth to participate in the processing of a grievance.
3. Nothing contained herein shall be construed to prevent any person from informally discussing any dispute with their immediate superior or processing a grievance on their own behalf in accordance with the Grievance procedure.
4. No terms or conditions in conflict with a specific provision of this Agreement shall exist in relation to any bargaining unit member.
5. If in matters of school concerns the faculty are in substantial disagreement with the Dean, the faculty may convey their recommendations to the Provost.

**F. Information**

The parties shall make available to one another, upon reasonable request, all records not otherwise privileged, relevant to negotiations or necessary for the proper enforcement of this Agreement.

**G. Monthly Meetings of the Administration and Federation**

A committee of members of the Federation and the Administration will be formed to address issues of common interest and concern to the Institute and the Federation.

The committee will meet at least once on a monthly basis. The dates for the meetings will be agreed upon in advance by the President of the Federation and Provost or their designee.



Both the Federation and the Administration will have 4 members who will serve on the Committee. The Administration team will include the Provost, the President and other members of management.

## **H. Federation Security**

1. Any bargaining unit member who chooses not to join the Federation shall not be required to join the Federation. They shall inform the Federation in writing on or before the thirtieth day following the date of execution of this Agreement or the commencement of employment, whichever is later, of their decision on whether to join the Federation.
2. Except as otherwise provided in Subsection 1 of Section H, as a condition of continued employment, on or after the thirty-first day following the execution of this Agreement or the commencement of employment, whichever is later, all bargaining unit members shall become members of the Federation.
3. Any bargaining unit member who elects not to join the Federation shall be required to pay monthly, to the Federation, an agency fee equal to that share of dues used directly for representation, such as collective bargaining and contract administration.
4. Any bargaining unit member who is not on an administrative leave and who fails to maintain their membership in the Federation or who fails to pay the required agency fee shall be ineligible to receive teaching assignments in the subsequent academic term at the Institute following a written request by the Federation to the Institute, unless the employee tenders the delinquent amounts to the Federation during the thirty-day period immediately following the Institute's receipt of such demand.
5. The Institute agrees to provide for payroll deduction of agency fees provided herein so long as the Federation provides the Institute with a form signed by each employee voluntarily authorizing such deductions.
6. The Federation agrees to indemnify the Institute for damages or other financial loss, which the Institute may incur because of its compliance with the provisions of this Article.

## **I. Union Orientation**

Within the first thirty (30) days of new bargaining unit members' employment (or entering into the bargaining unit), the Institute will allot up to one hour paid time to the Federation and these bargaining unit members during which time a Federation representative may discuss the Union with the bargaining unit members without the presence of non-bargaining unit employees.

## *ARTICLE XII*

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### **NO STRIKE**

The Faculty Federation agrees that its officers, agents, representatives, and members shall not authorize, cause, encourage, participate in, ratify, or condone any strike action, concerted absence, or other

interference with or interruption of any Wentworth teaching, research or other work during the term of this Agreement. Any bargaining unit member who violates these provisions shall be subject to disciplinary action, including discharge.

### *ARTICLE XIII*

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#### **SAVING CLAUSE**

If any provision of this Agreement is, or shall at any time be, contrary to law, then such provision shall not be applicable or performed, or enforced, except to the extent permitted by law and substitute action shall be subject to appropriate consultation and negotiation with the Federation. In the event that any provision of this Agreement is, or shall be, contrary to law, all other provisions of this Agreement shall continue in effect.

### *ARTICLE XIV*

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#### **LIBRARIANS**

Librarians that are included in the Unit shall have 12-month positions. Librarians that are included in the Unit do not have academic rank and are not faculty. Librarians included in the Unit are professional exempt employees.

##### **1. Librarian Responsibilities**

A librarian is expected to be productive both at the individual and Institutional level. Where consistent with its operating needs, Wentworth will endeavor to use the American Library Association's Association of College and Research Libraries (ACRL) standards for Academic Librarian without Faculty Status. A librarian's primary responsibilities are to be of service to the students, faculty and staff of the Institute by collecting and making accessible learning materials that support the Institute's academic mission, by giving instruction in methods of library research, and by providing information to library patrons efficiently, coherently, and in the most accessible way. The librarians will not be assigned supervisory duties over other staff (except work study students).

Librarians shall engage in professional development as defined by the ACRL Standards to keep current with changes and innovations in their profession and in academia as a whole. They shall actively participate in professional organizations related to library science or to their subject specialty.

Librarians shall perform their duties, as enumerated in their job descriptions and in accordance with the highest ethical and professional standards of their professions as set forth by the ACRL.

2. **Librarian Rank and Promotion**

There shall be four levels of librarians: Librarian I, Librarian II, Librarian III and Librarian IV.

At the time of hire, a librarian shall be provided with a letter of employment which shall outline the librarian’s initial responsibilities, and include the librarian’s job description. Each librarian’s duties and responsibilities may be changed from time to time by the Library Director based upon the needs of the department, division, or Institute. The Library Director (or designee) will inform the librarians of any changes to their job duties and responsibilities in a timely manner.

Once a librarian has completed two (2) years as a Librarian I at the Institute, completed all requirements set forth in the letter of employment, satisfactorily performed the duties outlined in their job description, and have no disciplinary action taken against them in the past year they will be advanced to Librarian II. The same process shall be followed for advancement from Librarian II to Librarian III.

For advancement from Librarian III to Librarian IV, a Librarian III who has completed three (3) years as a Librarian III at the Institute may submit an application to the Library Director for advancement to Librarian IV. Following receipt of this application, the Library Director will make a recommendation to the Provost on the Librarian III’s application for advancement. The Provost’s decision on the application for advancement will be final.

3. **Compensation**

Librarians shall receive annual compensation adjustments under Article III Sections A and B. The librarians that are included in the Unit shall receive the same vacation and benefits as provided to all non-executive level exempt employees as determined from time to time by the Institute.

Librarians shall be paid an annual initial salary as agreed to between the librarian and the Institute. The minimum librarian salaries as of January 1, 2024 shall be:

Librarian I	\$60,900
Librarian II	\$66,150
Librarian III	\$71,400
Librarian IV	\$76,650

Advancement from Librarian I to II and II to III will result in a \$3,000 increase in pay. Advancement from Librarian III to IV will result in a \$5,000 increase in pay.

4. **Evaluation and Promotion**

A. **Competencies and Essential Functions**

Librarians shall be evaluated according to their performance of their individual

competencies and essential functions as established in their job description. Exigent needs, as identified by the Director of the Library, shall be discussed with librarians in a timely manner, and changes to the job description made in a timely manner.

**B. Quality of Service**

The librarians' work encompasses service to the faculty, the staff and the student body. Service to Faculty and Staff constitutes fostering the academic environment of the Institute, and aiding faculty and staff in furthering their immediate academic goals, whether they be research or instruction. Service to the Student Body includes instruction of students as well as fostering student success in their academic endeavors including classwork or extracurricular work. Quality of Service will be assessed under the competency of "Customer Orientation."

**C. Process**

During the annual review process the librarian will also use the Employee Relations and Engagement Evaluation Portal or other system used during the evaluation period to complete the self-evaluation. The Director or Supervisor will then meet with the librarian and discuss the librarian's self-evaluation, and discuss the supervisor's evaluation based on that self-evaluation. As part of this meeting the Director or Supervisor will discuss with the librarian and set goals for the next year.

During the evaluation period, which occurs during the standard review period established by Employee Relations and Engagement, following the annual review meeting, the librarian's supervisor will write a review and assessment of the librarian's performance and achievement on their competencies and essential functions and the librarian's goals using the ERE Evaluation Portal or other system in use during the evaluation period. The Director or Supervisor will then list and describe each of the librarian's goals for the coming year in the ERE Evaluation Portal or other system in use at the time the goals are set during the standard review period established by Employee Relations and Engagement.

At this time, if the Director or Supervisor identifies any additional work the librarian is expected to complete, which constitutes a substantial change in the essential functions of the librarian, the Director or Supervisor will work with Employee Relations and Engagement to update the librarian's job description to reflect this change.

**5. Termination and Layoff**

Any termination of a librarian, except layoff, may be made for just cause and said termination may be challenged through the grievance and arbitration procedures of Articles VIII and IX.

In the event of a layoff, the Institute shall lay off the least senior librarian within the same

level of classification as long as the more senior librarian is qualified and able to perform the functions of the position available. Seniority shall be determined by the date of hire as a full-time librarian with the Institute. Any laid off librarian shall have a preference in order of seniority, as long as they are qualified and able to perform the functions of the available position, for recall for two years. In order to be considered for recall, the librarian must submit a written notice of interest to Employee Relations and Engagement within two weeks of receiving notice of a vacancy.

**6. Exclusions**

The following Articles of the Agreement do not apply: Article III, Sections B.3, C, D, F, G and H; all provisions of Article V except Sections I, J, K, L and O; and all provisions of Article VI except Sections F and G. This section specifically amends Article I, Section B Definitions, “Faculty.”

## *ARTICLE XV*

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### **NON-REGULAR APPOINTMENT TRACK (NRAT) FACULTY**

**A. Definition of Non-Regular Appointment Track (NRAT) Faculty**

A NRAT member is a faculty employee of the university not on regular-appointment track (Assistant Professor, Associate Professor, Professor). A NRAT faculty member is employed for a specific period of time. No existing regular appointment track faculty position shall be replaced by a NRAT faculty position. The ratio of NRAT faculty positions to regular appointment track faculty shall never exceed one (1) NRAT faculty for two (2) regular appointment track faculty.

**B. Lecturers**

**1. Criteria for Lecturers**

Lecturers complement the efforts and qualifications of regular appointment-track faculty and allow flexibility to address programmatic needs. The rank of lecturer may be assigned to faculty members who can provide effective instruction in areas that support the core pedagogical instruction provided by the faculty of the appointing academic unit.

A lecturer may be reappointed to NRAT employment. After the first one-year appointments based on satisfactory fulfillment of expectations, a lecturer may receive up to a three (3) year contract (1, 2, or 3 year). After the first one-year appointment, just cause shall apply to the lecturer and contract renewal shall be conditional upon satisfactory annual performance, projected school needs and/or available resources. If a lecturer has served three (3) consecutive appointments as a lecturer, they shall receive a renewable three-year contract.

## 2. **Appointment of Lecturers**

The Dean's approval is required for all hires into this faculty category. A formal search is required if an academic unit seeks to hire a Lecturer.

- Lecturers shall be hired through a similar process as Faculty. Faculty appointments as Lecturer are made by the Dean with the approval of the Provost.
- Any notice of non-renewal or offer of a subsequent contract of less than three years shall be given by June 30. The reasons behind the non-renewal will be clearly stated in the notification.

## 3. **Responsibilities of Lecturers**

- Teaching is the primary responsibility of Lecturers.
- Research, scholarship, and service are not required.
- Lecturers will be evaluated annually by their Dean and held to only the teaching requirements and standards for regular appointment-track faculty
- Teach the equivalent of eight (8) 4-credit-hour semester courses per academic year in areas that supplement the core pedagogical instruction provided by regular appointment-track faculty.

## C. **Senior Lecturers**

### 1. **Criteria for Senior Lecturers**

Senior Lecturers meet the requirements for appointment as Lecturer, and they have demonstrated excellence in teaching for at least five years. Courses taught as an adjunct or other position within Wentworth shall count toward the five (5) years of teaching. The rank of Senior Lecturer may be assigned to faculty members who can provide effective instruction in areas that support the core pedagogical instruction provided by the faculty of the appointing academic unit.

### 2. **Appointment of Senior Lecturers**

Consideration for promotion to the rank of Senior Lecturer may be requested by the Lecturer or recommended by the school based on excellence in instructional responsibilities and significant evidence of related professional growth and development. Senior Lecturers are expected to demonstrate mastery in teaching with significant impact on student learning and the school's undergraduate programs. A minimum of five years of completed service at the Lecturer rank or the equivalent number of courses taught as an adjunct or other position within Wentworth is required before consideration for promotion to Senior Lecturer. Promotion to the Senior Lecturer rank is accompanied by a renewable five (5)-year contract. If no notice of renewal is given, the contract ends at the end of the

five (5)-year period. If the five (5)-year contract will be renewed, notice of renewal shall be given by June 30 of the fourth year of the five (5)-year contract. Continued employment and subsequent five (5)-year contracts shall be conditional upon satisfactory annual performance, projected school needs and Institute resources, and compliance with Wentworth policies and procedures. Any notice of non-renewal or offer of a subsequent contract shall be given by June 30 of the fourth year of the five-year contract.

### 3. **Responsibilities of Senior Lecturers**

- Teaching and service (program-level, school-level and institute-level) are the primary responsibilities of Senior Lecturers.
- Research and scholarship are not required.
- Senior Lecturers will be evaluated annually by their Dean and held to only the teaching and service requirements and standards for service and teaching portions of regular appointment-track faculty.
- Teach the equivalent of seven (7) 4-credit-hour semester courses per academic year in areas that supplement the core pedagogical instruction provided by regular appointment faculty.

### 4. **Promotion from Lecturer to Senior Lecturer**

#### a. **Eligibility**

After five years of full-time teaching or the equivalent number of courses taught as an adjunct or other position within Wentworth, a lecturer is eligible to apply for promotion to Senior Lecturer. If promotion is granted, it will be awarded at the start of the following academic year (i.e., the 6th year).

#### b. **Criteria for Promotion**

Promotion to the rank of Senior Lecturer is based on excellence in instructional responsibilities and significant evidence of related professional growth and development. Senior Lecturers are expected to demonstrate mastery in teaching with significant impact on student learning and the school's undergraduate programs.

#### c. **Documentation**

Candidates for promotion to Senior Lecturer shall submit a portfolio that documents the candidate's accomplishments for the most recent five-year period of full-time employment at the Lecturer rank or the equivalent number of courses taught as an adjunct or other position within Wentworth. The Lecturer's portfolio shall focus on the responsibilities associated with the candidate's position and include the following:

1. The candidate's self-evaluation

2. The Dean’s written evaluations
3. Examples of teaching and examples of pedagogical approach, as applicable
4. Student evaluations
5. Documentation of the candidate’s efforts to develop professionally

*ARTICLE XVI*

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**DURATION**

This Agreement shall be effective from May 1, 2023, through April 30, 2026 and shall renew itself automatically from year to year thereafter unless either party to this Agreement notifies the other party in writing one hundred and twenty days (120) prior to the expiration of this Agreement of its intention to alter, modify or terminate it

WENTWORTH INSTITUTE OF TECHNOLOGY, INC.

WENTWORTH FACULTY FEDERATION, LOCAL 2403

*Ted Rooney*  
Ted Rooney (Nov 14, 2023 22:43 EST)

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*Lynette S. Pasarelli*  
Lynette S. Pasarelli (Nov 15, 2023 10:36 EST)

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*Rachel Maitra*  
Rachel Maitra (Nov 16, 2023 07:19 EST)

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*Jody M. Gordon*  
Jody M. Gordon (Nov 16, 2023 09:47 EST)

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*Mark A. Thompson*  
Mark A. Thompson (Nov 29, 2023 14:35 EST)

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**Dated:** Nov 14, 2023

**Dated:** Nov 29, 2023



# Appendix A

## Paid Family and Medical Leave

### Section 1

# Notification of Massachusetts Paid Family and Medical Leave

Dear Faculty and Staff,

You are covered for Massachusetts Paid Family and Medical Leave (MA PFML) benefits based on your employment in the Commonwealth of Massachusetts. Wentworth Institute of Technology is providing these benefits through a private plan that has been approved by the Department of Family and Medical Leave (DFML).

You may take leave:

- To attend to your own serious health condition, including pregnancy or recovery from childbirth (medical leave)
- To bond with a new child (within 12 months of birth or placement of child via foster care or adoption) (family leave)
- For a qualifying military exigency (family leave)
- To care for a family member who is a covered service member undergoing medical treatment or dealing with a serious health condition (family leave)
- To care for a family member with a serious health condition (family leave)

Covered family members include a spouse, domestic partner, child, parent, parent-in-law, grandparent, grandchild, and sibling. Child relationships include biological, adoptive, foster, stepchild, legal ward, and individuals who stood in loco parentis for an employee as a minor child or a child for whom the employee is standing in loco parentis. Parent relationships include the biological, adoptive, step- or foster-mother or father of the covered individual, and the parent of a spouse or domestic partner of the covered individual.

Under MA PFML, you may take up to 12 weeks of paid family leave, 20 weeks of paid medical leave, or up to 6 weeks of leave to care for a family member who is a service member. The combined maximum MA PFML leave you may take in a benefit year is 26 weeks.

The amount of benefit you may be eligible to receive varies based on the following criteria:

- If you earn less than or equal to 50% of the state average weekly wage (\$1,694.24 per week for the 2022 calendar year), your benefit will be 80% of your average weekly wage.
- If you earn more than 50% of the state average weekly wage, your benefit will be the underlying 80% benefit described above, plus an additional 50% of your average weekly wage that exceeds 50% of the state average weekly wage.

The maximum weekly benefit is \$1084.31 for the 2022 calendar year and is subject to change in future years.

The cost of your PFML coverage is funded in part by deductions taken from your paycheck and premium covered by Wentworth. Effective January 1, 2022, you will be charged 0.344% of all wages paid, not to exceed the current Social Security wage cap (\$147,000 for 2022). This rate breaks down to 0.224% of wages to fund medical leave and approximately 0.12% of wages to fund family leave benefits. The total contribution rate equals a deduction of approximately \$0.34 for every \$100 you earn. This deduction is subject to change each January 1.

Wentworth is responsible for all premium cost charged by our insurance carrier that exceed the contributions taken from your pay.

For a summary of private plan benefits, please refer to [Lincoln Financial Group's Private Plan overview](#).

For eligibility requirements and more detailed information on filing a claim, please refer to the Massachusetts [Paid Family Medical Leave Act Employee Guide](#).

If you have additional questions about the PFML program, please visit the DFML's website at <https://www.mass.gov/orgs/department-of-family-and-medical-leave> or contact the DFML directly:

The Massachusetts Department of Family and Medical Leave  
Charles F. Hurley Building  
19 Staniford Street, 1st Floor  
Boston, MA 02114

## Section 2

### *Policy on family and medical leave*

<b>Policy Category and Number:</b> Executive	<b>Effective Date:</b>
<b>Responsible Officer:</b> Vice President of Employee Relations and Engagement	<b>History:</b> <a href="#">Family Medical Leave Act, 2017</a> ,
<b>Responsible Office:</b> Employee Relations and Engagement	<b>Location:</b> Link

I. **Purpose:**

Wentworth Institute of Technology (hereinafter “the university” or “Wentworth”) is committed to holistically supporting employees by ensuring meaningful access to the rights and benefits of Family Leaves and/or Medical Leaves. This policy provides employees with information about paid and unpaid leave options and dictates procedures for the coordination of such leaves.

II. **Scope/Applicability:**

This policy applies to all university employees who seek to take a paid or unpaid leave of absence for a qualifying purpose related to family leave or medical leave.

III. **Legal:**

- a. [M.G.L. c. 175M](#): Family and Medical Leave
- b. 29 U.S.C. § 2601 et. seq: Family and Medical Leave Act (FMLA)
- c. [MGL c.149, § 105D](#)

IV. **Policy:**

**In compliance with state, federal, and local law and pursuant to the university’s commitment to employee health and wellness, the university provides eligible employees with options for both paid and unpaid leave.**

V. **Definitions:**

- a) **Covered Service Member:** An active-duty member of the military suffering from a Serious Health Condition or a former member of the military suffering from a Serious Health Condition incurred or aggravated by active-duty service
- b) **Employee:** All full and part-time staff, including faculty. Vendors are not typically considered employees.
- c) **Family Member:** Spouse, domestic partner, child, parent or parent of a spouse or domestic partner of the employee; a person who stood in loco parentis to the employee when the employee was a minor child; or a grandchild, grandparent, or sibling of the Employee.
- d) **Individual Average Weekly Wage (IAWW):** An Employee’s average weekly wage, as defined by state; used in conjunction with the state average weekly wage (SAWW) to calculate leave benefits.
- e) **Maximum Weekly Benefit:** The maximum weekly earnings available to an Employee during PFML leave, as provided by State Law.
- f) **Serious Health Condition:** An illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical facility; *or* continuing treatment by a health care provider.

- g) **Short-Term Disability Benefit (STD):** Optional benefit, available to benefit eligible employees, which provides wage replacement for leaves taken due to injury or illness, up to a maximum of 26 weeks. STD benefits are disbursed in concurrence with all other benefits available under law or university policy.
- h) **State Average Weekly Wage (SAWW):** Fixed amount established by the commonwealth of Massachusetts every calendar year used in conjunction with the individual average weekly wage (IAWW) to calculate leave benefits.
- i) **Qualified Leave of Absence** Leave taken pursuant to law or policy, for the following qualifying purposes: caring for the employee's own serious health condition, caring for a family member with a serious health condition, bonding with a new child during the first twelve months after the child's birth, adoption, or foster care placement, caring for a family member who is a covered service member, and/or managing affairs while a family member is engaged in active-duty service in the armed forces.

**VI. Procedure(s):**

**a) Types of Leave:**

- i. **Family and Medical Leave: The Family and Medical Leave Act (hereinafter "FMLA") provides eligible employees with up to 12 work weeks of unpaid Family Leave and/or Medical Leave each year.**

- 1. **Eligibility:** To be eligible for unpaid leave under the FMLA, an employee must have worked for the university for at least twelve months and must have worked at least 1,250 hours within the 12 months prior to the leave.
- 2. **Leave Entitlement:** Eligible employees are entitled to up to a total of 12 weeks unpaid leave in a 12-month period for all qualifying purposes. Eligible employees are eligible for up to 26 weeks of leave for the purpose of caring for a covered service member, as defined below.

- ii. **Paid Family and Medical Leave:** The Massachusetts Paid Family and Medical Leave Law (hereinafter "PFML") provides eligible employees with up to 26 weeks of paid Family Leave and/or Medical Leave each year.

- 1. **Eligibility:** To be eligible for paid leave under the PFML, an employee must have earned at least thirty times the weekly PFML benefit amount that they are eligible to receive during a requested leave and must have earned at least \$5,700 dollars from a Massachusetts's employer during the previous twelve (12) calendar months.
- 2. **Leave Entitlement:** Eligible employees are entitled to 12 weeks of family leave, up to 20 weeks of medical leave, and/or up to 26 weeks of leave for care of a covered service member. Eligible employees may take up to 26 weeks of combined paid family and medical leave during a 12-month period.
- 3. **Benefit Determination:** Monetary benefits for paid leave are determined based on the formula proscribed by law. Benefits are calculated based on the employee's individual average weekly wage and the state average weekly wage (SAWW), and are limited to the maximum weekly benefit amount determined by law. Where the maximum benefit may be less than an employee's weekly wage, the employee may supplement the benefit by using earned sick or vacation time.

4. **Waiting Periods:** There is a waiting period of seven (7) calendar days between the first day of PFML and the date on which benefits are disbursed. While employees do not receive a paid benefit for the first seven (7) calendar days of a leave, they may choose to use earned sick or vacation time during this period.
- b) **Concurrent Application of Leave Policies and Benefits:** To the fullest extent possible, all FMLA and PFML run concurrently with one another and with any other available leave under law or policy, including short-term disability.
  - c) **University Benefits During Family and Medical Leaves:** Most benefits continue during the duration of the leave, including employer contributions to insurance benefits. The employee portion of insurance benefits shall continue to be remitted by the employee. Employees will not earn vacation, sick time, or other personal days during a leave; Family and Medical Leaves are not regarded as a break in service.
    - d) **Advanced Notice of Leave: Where possible or practicable, employees should notify the Office of Employee Relations and Engagement of the intent to take paid family or medical leave at least 30 calendar days prior to the scheduled leave. Upon receipt of the request, the university may request additional documentation as applicable. Requests for leave may be submitted via email to [hr@wit.edu](mailto:hr@wit.edu) and should include:**
      - i. The employee's name
      - ii. The name of the employee's supervisor
      - iii. The intended start date for the leave
      - iv. The anticipated duration of the leave
      - v. A summary of the employee's general work schedule
      - vi. The purpose(s) of the leave
      - vii. A statement regarding whether the employee is a full-time or part-time employee.
  - e) **Coordination of Leave:** Upon receipt of the leave request, a designated university administrator will set up a meeting with the employee to coordinate the details of the leave. Prior to this meeting, the employee may be asked to complete relevant paperwork including certifications necessary to apply for PFML and FMLA leave.
  - f) **Notification of Supervisors:** The Office of Employee Relations and Engagement or designee will notify the employee's supervisor of any intended leaves, including parental leave and medical leaves relating to pregnancy or pregnancy related conditions. Supervisors should consult with the Office of Employee Relations and Engagement about staffing needs that may exist during a leave. The supervisor is responsible for arranging any temporary staffing necessary to support continued operation during an employee's leave.
  - g) **Updating Notice of Leave:** Changes to the anticipated date of leave or anticipated date of return from leave must be communicated to the Office of Employee Relations and Engagement as soon as possible. Changes must be communicated in writing to the Office of Employee Relations and Engagement and may be submitted via email at [hr@wit.edu](mailto:hr@wit.edu)
  - h) **Return from Leave:** The anticipated return date will be determined prior to an employee's leave. At least seven (7) business days prior to the scheduled return date, the Office of Employee Relations and Engagement will contact the employee via email with any information necessary to coordinate the employee's return to work.

As established above, any changes to the anticipated date of return should be communicated in writing, via email, to the Office of Employee Relations and Engagement.

**VII. Additional Information & Related Documents:**

[Paid Parental Leave](#) (maternity and paternity leave)

[Policy on Domestic Violence Leave](#)

[Policy on Pregnancy, Parenting, and Caregiving](#)

Short-term Disability

Guardian

**VIII. Interpretation & Revision:**

Any questions of interpretation regarding this policy shall be referred to XXXXXXXXX. They will be the final authority regarding the interpretation of this policy.

This policy shall be reviewed every three years, however minor changes and updates can be made at any time.

Wentworth will typically apply the policy in place at the time it receives a report concerning the respected policy.

Additionally, in instances where two or more policies are implicated, a case-by-case determination will be made to determine what policy will be used.

**IX. Review and Revision History:**

This policy was drafted by representatives from Office of Institutional Equity and Employee Relations and Engagement. It was reviewed by Cabinet approved by the President on XXXXXX, 2023.

This policy replaces the [Family Medical Leave Act, 2017](#), and [Parental Leave Policy, 2022](#)

## Section 3

Paid Parental Leave from Policy July 1, 2022

Paid Parental Leave is a benefit offered by the University to eligible employees, which supplements PFML leave to provide eligible employees with a total of 12 weeks fully paid parental leave.

Full-time employees who have a child biologically, through adoption, or through foster care placement are eligible for up to 12 weeks of Paid Parental Leave once every calendar year and applies only to leave taken for the purpose of bonding with a new child.

Full-time employees include employees authorized by the Office of Employee Relations and Engagement to work 37.5 or more hours per week. Some regular full-time positions may be for the academic year only.

To be eligible for Paid Parental Leave, an employee must:

- meet all earning requirements for PFML, as established above;
- meet all FMLA requirements, as established above; and

- file a claim with the University benefits provider, if applicable, as stated below in section V(d)-Filing a PFML claim.
- Current employees who do not qualify as full time and former employees who have been separated from the University for 26 weeks or fewer may be eligible for benefits under PFML, but will not be eligible for benefits under the Paid Parental Leave policy.
- Paid Parental Leave runs concurrently with all statutory leaves, including, but not limited to, the FMLA, MPLA, and the PFML.
- Paid Parental Leave does not alter any existing benefits established in existing bargaining agreements.
- Paid Parental runs concurrently with any other leave benefits established in existing bargaining agreements.

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# Faculty Federation and Wentworth Contract for 2023-2026 (Execution Copy)-1

Final Audit Report

2023-11-29

Created:	2023-11-13
By:	Jennifer Doe (jdoe@aftma.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAALWZMSf6WriYOrEVsmNtQHcehDFH_zE7A


## "Faculty Federation and Wentworth Contract for 2023-2026 (Execution Copy)-1" History

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-  Document emailed to tedrooney@gmail.com for signature  
2023-11-13 - 4:04:44 PM GMT
-  Email viewed by tedrooney@gmail.com  
2023-11-13 - 5:06:39 PM GMT- IP address: 74.125.210.197
-  Signer tedrooney@gmail.com entered name at signing as Ted Rooney  
2023-11-15 - 3:43:26 AM GMT- IP address: 108.7.0.21
-  Document e-signed by Ted Rooney (tedrooney@gmail.com)  
Signature Date: 2023-11-15 - 3:43:28 AM GMT - Time Source: server- IP address: 108.7.0.21
-  Document emailed to nettysus@gmail.com for signature  
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-  Signer nettysus@gmail.com entered name at signing as Lynette S Panarelli  
2023-11-15 - 3:36:40 PM GMT- IP address: 69.43.66.36
-  Document e-signed by Lynette S Panarelli (nettysus@gmail.com)  
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2023-11-15 - 3:36:56 PM GMT- IP address: 66.249.83.4

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Signature Date: 2023-11-16 - 12:19:18 PM GMT - Time Source: server- IP address: 98.118.30.98

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2023-11-16 - 12:19:20 PM GMT

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2023-11-16 - 2:47:17 PM GMT- IP address: 69.43.66.37

 Document e-signed by Jody M. Gordon (jodymichaelgordon@gmail.com)

Signature Date: 2023-11-16 - 2:47:19 PM GMT - Time Source: server- IP address: 69.43.66.37

 Document emailed to mark.thompson@wit.edu for signature


2023-11-16 - 2:47:21 PM GMT

 Email viewed by mark.thompson@wit.edu

2023-11-29 - 0:18:21 AM GMT- IP address: 104.28.39.130

 Signer mark.thompson@wit.edu entered name at signing as Mark A. Thompson

2023-11-29 - 7:35:09 PM GMT- IP address: 69.43.65.27

 Document e-signed by Mark A. Thompson (mark.thompson@wit.edu)

Signature Date: 2023-11-29 - 7:35:11 PM GMT - Time Source: server- IP address: 69.43.65.27

 Agreement completed.

2023-11-29 - 7:35:11 PM GMT