Collective Bargaining Agreement

by and between

Simmons University

and

Service Employees International Union Local 509, CTW, CLC

November 13, 2026 through August 31, 2030

Table of Contents

Article 1– Recognition and Bargaining Unit Description 2

Article 2 – Union Security & Dues Deduction 2

Article 3 – Equal Employment and Non-Discrimination 5

Article 4 – Bargaining Unit Information 6

Article 5 - Management Rights 6

Article 6 - Union Rights 8

Article 7 – Faculty Rights 9

Article 8 – New Employee Orientation 10

Article 9 – Academic Freedom 11

Article 10 – Assignments 12

Article 11 – Evaluations 17

Article 12 – Discipline and Discharge 18

Article 13 – Grievance & Arbitration 19

Article 14 - No Strike, No Lockout 21

Article 15 – Compensation 22

Article 16 – Pay Day 25

Article 17 – Benefits 25

Article 18 – Labor-Management Committee 26

Article 19 – International Faculty Safety And Support 27

Article 20 – Health and Safety 28

Article 21 — Employment Records 29

Article 22 – Waivers 29

Article 23 – Separability 29

Article 24 – Successorship 29

Article 25 - Duration 30

This Agreement ("Agreement") is entered into this __ day of November 2026 by and between Simmons University (hereinafter referred to as the "University") and the Service Employees International Union Local 509, CTW, CLC (hereinafter referred to as the "Union").

Article 1– Recognition and Bargaining Unit Description

Section 1. Pursuant to the Certification of Representative issued by the National Labor Relations Board in Case No. 01-RC-363568, Simmons University (hereinafter referred to as the "University") hereby recognizes the Service Employees International Union Local 509, CTW, CLC (hereinafter referred to as the "Union") as the exclusive collective bargaining representative for all adjunct faculty employed by Simmons University at its Massachusetts campuses or online (including hybrid and blended courses) who teach at least one-credit bearing course or non-credit bearing lab in a degree-granting program and non-staff facilitators in the Simulation Lab (hereinafter referred to as "Employees").

Section 2. The following are excluded from representation by the Union and are not subject to this Agreement: all other Simmons employees not specifically referenced in Section 1 above, including, but not limited to, all full-time or proportional members of the faculty, Deans (all levels), Program Directors (all levels), Chairs, Provosts (all levels), Student Workers, Confidential Employees, Managers, Guards and Supervisors as defined by the National Labor Relations Act ("NLRA").

Section 3. When a University staff member is appointed as an adjunct faculty member to teach at least one one-credit bearing course or non-credit bearing lab in a degree-granting program that is not a course the staff member is required to teach as part of their job duties for their staff role(s), this Agreement will govern the terms and conditions of that adjunct appointment only. For purposes of that adjunct appointment only, the Union is the exclusive bargaining representative of that individual with respect to their wages, hours, and other terms and conditions of employment in connection with the adjunct appointment. In accordance with the foregoing, the Union acknowledges that it does not represent Employees with respect to their wages, hours and other terms and conditions of employment in positions and/or in teaching courses not covered in Section 1 above, that are excluded in Section 2, or who are teaching courses as part of, by, and through their staff role.

Article 2 – Union Security & Dues Deduction

Section 1. **Union Membership.** It shall be a condition of employment that all Employees shall maintain union membership (or pay agency fees, as per Section 2). At the time of this Agreement's effective date, Employees who are:

(a) Members of the Union in good standing shall remain members in good standing;

(b) Not members in good standing shall, by the thirtieth (30th) subsequent calendar day, become and remain members in good standing of the Union; or

(c) Hired on or after this date shall, by the thirtieth (30th) calendar day following the beginning of such employment, become and remain members in good standing of the Union.

Section 2. **Agency Fees.** Employees shall have the right to, in lieu of union membership, pay an agency fee. The amount of such agency fee shall be determined by the Union, in accordance with applicable law.

Section 3. **Amounts.** Each year, the Union shall establish and certify in writing to the University the amounts of dues and agency fees applicable to the bargaining unit. The University will adjust prospectively the amount of dues and/or fees it deducts within two (2) pay periods of receiving written notice from the Union that these amounts have changed.

Section 4. **Penalty for Failure to Pay Required Dues or Fees.** Upon written request by the Union, the University will not assign any courses covered by the Agreement to an Employee who has failed to comply with their obligations under this Article. Nothing in this Section shall require the University to terminate the employment of an Employee. The Union shall furnish the University a complete and up-to-date list that includes all Employees who it seeks to no longer qualify for course assignment.

Section 5. **COPE Contributions.** The University agrees to deduct voluntary contributions made by Employees to the SEIU Local 509 Committee on Political Education (COPE) and to remit said contributions to the Union at the same time union dues and agency fees are remitted. Such contributions are strictly voluntary and are not conditions of either Union membership or University employment. Authorization forms submitted to the University will be processed prospectively on the next payroll.

Section 6. **Payroll Deduction.** The Union shall be entitled to have payroll deductions for membership dues from any Employee in the unit who indicates in writing on the Union's authorization form that they wish such deductions to be made.

(a) **Deduction.** Each payday, the University shall deduct from an Employee's total compensation a sum of dues, agency fees, and/or COPE contributions owed the Union and authorized under federal labor law, provided the Employee has furnished the University a written assignment executed in accordance with law.

(b) **Authorization.** The Union will provide to the University a suitable form for the authorization of this payroll deduction. Authorization forms submitted to the University will be processed prospectively on the next payroll. The Union shall be ultimately responsible for obtaining executed written authorizations from existing Employees and may obtain these authorizations electronically. However, the University shall cooperate with the Union in seeking compliance with this provision by providing new hires with union membership and payroll deduction materials, or links to their electronic counterparts, in their initial employment packet. The authorization form may be accessed here: http://www.seiu509.org/join/joinhighered/

(c) **Notification.** Materials voluntarily completed by the Employee and returned to the University, including dues authorization forms, shall be promptly remitted to the Union within two (2) weeks of their receipt.

(d) **Remission of Funds.** On or about the fifteenth (15th) of the month following the month in which the deductions were made, the University shall transmit by mail or electronically to the Union Treasurer or other Union designee all dues/fees deducted in that month. Such deductions shall continue until the Employee is no longer a member of the bargaining unit.

(e) **Accompanying Information.** At the same time as the University remits all authorized deductions to the Union for bargaining unit members, it will transmit to dues@seiu509.org one Microsoft Excel spreadsheet containing the information listed below for each employee, all combined on one sheet, with each data point in its own column, and with one row per employee:

(1) Legal first name;

(2) "Lived" or "Display" first name;

(3) Legal last name;

(4) Employee ID;

(5) Job title;

(6) Dates on which the deduction is based;

(7) Rate of pay;

(8) Earnings on which the deduction is based;

(9) Amount of dues deducted;

(10) Amount of agency fee deducted; and

(11) Amount of COPE contribution deducted.

Section 7. **Redress for Missing or Incorrect Deductions.** The Union may report missing or incorrect deductions to the University in writing as they become known and shall encourage the Employees to raise any errors with dues, fees, or contribution deductions in a timely manner.

(a) **Correction.** The University will correct payroll deductions processed incorrectly during the next pay period, or within a reasonable amount of time based on administrative requirements and the circumstances.

Section 8. **Indemnification.** The Union shall indemnify and hold harmless the University, its Board of Trustees, agents, personnel and students from any and all claims, grievances, awards, actions, suits, judgments, attachments, fines, forms of liability, or damages that arise out of or by

reason of any action taken by the University in compliance with any of the provisions of this Article, and the Union assumes full responsibility for the disposition of monies deducted under this Article as soon as they have been remitted by the University to the Union.

Article 3 – Equal Employment and Non-Discrimination

Section 1. **Statement.** Simmons and the Union agree that the work environment shall be characterized by mutual respect for the common dignity to which all individuals are entitled. Simmons honors the humanity, dignity, and individuality of each member of the Simmons community.

Section 2. **Protected Categories.** The University and the Union are committed to maintaining a work environment for all Employees that does not discriminate on the basis of race, color, ancestry, national or ethnic origin, religion and/or religious creed, age, physical or mental disability, genetic information, sex, gender identity and/or expression, sexual orientation, natural or protective hair style, pregnancy or pregnancy-related conditions, marital or parental status, military or veteran status, public assistance, Union membership status or activity, or any other characteristic protected under applicable law or University policy.

Section 3. **Harassment.** Harassment, as defined by applicable law, based on an individual's membership in any of the protected categories listed above is unacceptable in any form and is prohibited.

Section 4. **Retaliation.** The University and the Union shall not retaliate against any Employee for filing a claim of discrimination or harassment, nor for participating in any investigation, grievance, arbitration, or protected concerted activity related to such a claim.

Section 5. **Waiver of Claims.** By filing a charge of discrimination with the Massachusetts Commission Against Discrimination or the Equal Employment Opportunity Commission, the Employee waives their right to file a grievance under this article and the Union waives the right to file a demand for arbitration on behalf of the Employee. An Employee who files a grievance alleging a violation of this Article who later files a charge with MCAD or EEOC, waives the right to recover any damages in connection with such a charge if the grievance was resolved through mutual agreement or a demand for arbitration has been filed.

Section 6. **Accommodations.** Notwithstanding any provision in this Agreement, the Union agrees that the Employer may take whatever action is necessary, without consultation or bargaining with the Union, to fulfill its obligation to make reasonable accommodations for qualified applicants and Employees with disabilities, and to provide supportive measures for applicants and Employees under Title IX, who may be entitled to such consideration under federal, state or local laws.

Article 4 – Bargaining Unit Information

Section 1. **List Format.** For the list described in this Article, the University will transmit Microsoft Excel spreadsheet(s) containing the information for each Employee, with each data point in its own column, and with one row per course or lab taught.

Section 2. **Initial List.** On or before the first day of each traditional academic term, the University will provide the Union with the following information regarding bargaining unit members:

(a) Legal first name,
(b) "Lived" or "Display" first name,
(c) Legal last name,
(d) Pronouns
(e) Employee ID,
(f) Home address,
(g) University email,
(h) Personal email,
(i) Cell Phone number,
(j) Original date of hire and most recent date of hire ,
(k) Contract start & end dates,
(l) Name and number of course taught or title of other assignment type
(m) Number of credits for the course
(n) Modality of the Course (e.g. in-person, online etc)
(q) Salary for the course or other assignment type.

Section 3. **Final List.** Within two (2) weeks following the close of the standard add/drop period for a traditional academic term, the University shall transmit an updated list with the information listed in this article, Section 2. If any courses previously listed in the Initial List were cancelled or converted to a directed study, the University shall indicate this in a notes column.

Article 5 - Management Rights

Section 1. **Reservation of Management Rights.** The Union recognizes that management of Simmons is vested exclusively in Simmons. These management rights are retained and vested exclusively in Simmons and may be exercised by Simmons at its sole discretion, except to the extent such rights, management functions, privileges and prerogatives have been clearly abridged by an express provision of this Agreement.

Section 2. **Illustration of Management Rights.** Simmons' management rights shall include, but are not limited to, the following management functions, rights, and prerogatives:

(a) all rights and prerogatives granted by applicable law;

(b) the right to determine, modify, control, implement and effect Simmons' mission, programs, curriculum, objectives, activities, resources, priorities, majors, minors and every artifact of degree or curriculum;
(c) the right to amend the process for programmatic and curriculum requirements;
(d) the right to direct, modify and control Simmons operations;
(e) the right to establish or modify the academic calendars, including holidays and holiday scheduling;
(f) the right to establish, maintain, modify, rescind, enforce and administer all policies, procedures, rules and regulations, including but not limited to those related to federal, state or local law or ordinance, and to require Employees to observe all such policies, procedures, rules and regulations, including the Simmons University faculty policy manual or faculty handbook, school and department faculty policy manuals and handbooks, school bylaws and constitutions, and University policies, processes and procedures, so long as not inconsistent with an express provision contained in this Agreement;
(g) the right to alter, extend, add or discontinue the use of existing equipment, facilities, and locations of operation;
(h) the right to unilaterally make all decisions regarding recruiting and hiring of Employees;
(i) the right to determine or modify the number, qualifications, necessity, responsibilities and assignment of Employees, including their work duties, course loads, schedules, and hours of work;
(j) the right to establish, maintain, modify (including deletion and replacement) or enforce standards of performance, conduct, order and safety, including but not limited to work rules, discipline standards and attendance policies, and to evaluate and assess performance and determine the content, processes and criteria of Employees' performance evaluations;
(k) the right to determine, maintain and modify all training requirements for Employees, including but not limited to orientation;
(l) the right to determine the proper method and mode of instruction, to modify or introduce new methods and modes of instruction or eliminate methods and modes of instruction;
(m) the right to determine the proper method and mode of research, to modify or introduce new methods and modes of research or eliminate methods and modes of research;
(n) the right to discipline and discharge Employees for just cause;
(o) the right to assign Employees to their work locations;
(p) the right to layoff and/or furlough Employees;
(q) the right to rescind offers of employment to Employees based upon University need;
(r) the right to subcontract, transfer, or otherwise assign all or any portion of any Simmons' work or operations to a third party; and
(s) the right to seek advice from and consult with faculty, conduct shared governance and meeting of faculty, and to determine the rules and processes thereof.

Section 3. **Includes Academic Rights.** The Management Rights defined by this Article include the sole and exclusive right of Simmons to make all decisions regarding academic matters including the academic course of Simmons. This includes the right of Simmons to determine how Simmons will be governed; who will hold leadership roles and responsibilities, to determine Simmons' organizational structure; to determine the establishment and elimination of schools, colleges, centers, institutes, departments, divisions and other units of Simmons; to expand or contract Simmons and its operations by acquisition, sale, merger or other means; to reorganize, enlarge, reduce or discontinue any function, position, or department or other unit of Simmons or any portion thereof, or transfer such functions, positions, departments or units; to determine, alter or amend the curriculum, programs and degrees offered; to establish, maintain, modify, discontinue and/or cancel any course, program or school; to establish, maintain or modify course offerings, identifiers, course content, description, and/or objectives; to determine all matters associated with student behavior, conduct, admissions, and enrollment; to determine all matters that pertain to the amount of any tuition or fees; to determine all matters of budget, financial procedures and personnel policies; and to take such actions necessary to carry out the mission of Simmons in cases of emergency.

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

Section 4. Simmons, in not exercising any function hereby reserved to it in this Article, or in exercising any such function in a particular way, will not be deemed to have waived its right to exercise such function or preclude Simmons from exercising the same in some other way.

Article 6 - Union Rights

Section 1. **Union Access.** Outside representatives of the Union shall have reasonable access to Simmons' facilities for the transaction of necessary Union business relating to this Agreement so long as normal business and classroom activities are not disrupted or attempted to be disrupted. The Union agrees to comply with all University regulations and policies regarding the use of University facilities, including following proper procedures for reserving meeting rooms, including payment of any applicable fee, through Simmons Conferences and Events. Absent extenuating circumstances where time is of the essence, the Union will not make a request to reserve such meeting space more than thirty (30) days in advance of the proposed meeting date.

Section 2. **Stewards.** Simmons will recognize the designated Union Stewards to adjust grievances, attend meetings with a grievant or with Simmons in accordance with Article 13 Grievance and Arbitration, attend investigatory meetings that an Employee reasonably believes could lead to discipline, and to attend to other matters related to the administration of this Agreement when authorized by the Union to do so. Stewards may also reserve space for a meeting between Employees on campus to conduct union business subject to the procedures applicable to other meetings between faculty. The Union will notify Simmons of the names of the Union Stewards who are authorized by the Union as representatives within five (5) business

days of any change to the list of stewards. Simmons shall have no obligation to recognize Union Stewards until the list designating them as such is received.

Section 3. **Notices.** The Union, through the Stewards identified in Section 2, will be permitted to post notices to Employees pertaining to Union interests. These notices may only be posted on bulletin boards designated by Human Resources for use for this purpose and must comply with Simmons posting policies as they may be amended by Simmons from time to time. The postings will not contain any materials derogatory of Simmons, administration or any member of administration. The Union will monitor these postings and shall promptly remove any inappropriate or outdated material. Simmons reserves the right to remove any inappropriate or outdated material. Nothing in this provision shall be construed as limiting the rights of Employees to engage in protected, concerted activity.

Article 7 – Faculty Rights

Section 1. **Written Policies.** Any written University, School, and/or Departmental policies that affect employment shall be made available to Employees at the time of their appointment. The University shall make good faith efforts to reduce policies to writing and communicate policies and updates to policies as soon as they are available.

Section 2. **Syllabi.** To the extent a department has particular written expectations on course syllabi, teaching and grading responsibilities, student assignments or other expectations, such written expectations will be made available to the Employee at the time that the course is assigned subject to updates by the University of which notice will be provided to the Employee.

Section 3. **Accommodations.** Employees seeking accessibility accommodations in order to perform the essential functions of their role or enjoy any benefits or privileges of their employment may submit such requests to Human Resources. Such requests shall be addressed in compliance with all applicable state and federal laws.

Section 4. **Community Inclusion.** Employees with current teaching appointments shall be invited to attend and participate in University-wide faculty meetings as well as at least one school and/or program-specific faculty meetings per semester. Employees shall also be invited to University-wide events and celebrations that are open to other members of the faculty including but not limited to the University's holiday party, awards ceremonies, and commencement. This section 4 shall not apply to any meetings, events, or celebrations for which participation is controlled by the University Faculty Senate and/or the then-current Faculty Policy Manual.

Section 5. **Office Space.** Employees who teach in-person or hybrid courses located on the University's Boston campus shall have an office space available to them. Employees may be assigned shared office space. Employees shall not be required to host office hours in their shared office space.

Section 6. **Open Full-Time or Proportional Faculty Positions.** Employees may opt in to receive periodic notifications about open full-time or proportional faculty positions. Nothing in this Article shall limit the University's ability to post searches externally, conduct external searches, consider external candidates, or maintain broad applicant pools, nor shall it limit the ability of programs or departments to notify Employees of open full-time or proportional faculty positions within their respective program or department. If an Employee applies for an open proportional or full-time faculty position in their department or program but is not granted an interview, the University shall issue a letter via email stating reason(s) why their application was unsuccessful. The University's decision and their rationale regarding whether or not to grant an Employee an interview is not subject to grievance or arbitration.

Section 7. **Maintenance of Access**. Employees shall have continued access to their University email account for a period of nine (9) months following the end of the academic term of their last assignment, except in instances where Employees request voluntary termination, in which case the employee shall receive ninety (90) days access. Notwithstanding, Employees who will not be renewed shall only have continued access to their University email for a period of ninety (90) days following the end of the academic term of their last assignment. An Employee who will not be renewed and thus lose access to their email after ninety (90) days must be notified prior to loss of access. Further notwithstanding, Employees who are discharged for cause will lose access to their University email as of the date of discharge. Employees will be notified before their email access terminates, except in the instance of discharge, visa status loss, or death.

Article 8 – New Employee Orientation

Section 1. **Orientation.**

(a) Prior to the start of each Fall and Spring semester, during the appointment period, the University will host one orientation session for all newly-hired Employees, which newly-hired Employees are welcome to attend should they wish to do so ("University New Adjunct Orientation Session"). Employees appointed during the summer term will have access during the term of their appointment to a recording of a University New Adjunct Orientation Session, which shall include a recorded Union Orientation Session ("Union Orientation Session") if provided by the Union.

(b) Employees are required to participate in all School-specific required orientations, if any, as dictated by the School.

Section 2. **Modality.** The University New Adjunct Orientation Sessions will be offered virtually. The University will make available to Employees a recording of the University New Adjunct Orientation Session; Employees may only access the recording during the period of their active employment/assignment.

Section 3. **Union Inclusion.** Union Representatives shall be allotted fifteen (15) minutes to present at each synchronous University New Adjunct Orientation Session at the end of the session, during which no University representatives shall be present in the online platform ("Union Orientation Session").

The Union will make best efforts to minimize disruptions by maintaining the orientation link as private to be accessed only by the Union and Employees. Except for an alleged failure to allot time or exit the online platform as prescribed by this Article, no part of the functioning or content of the Union Orientation Session is subject to the grievance-arbitration Article contained in this Agreement or any other dispute resolution process, administrative challenge or legal challenge.

The University shall notify the Union of the date and time of, and connection information for, each University New Adjunct Orientation Session at least two weeks in advance of the respective session.

Article 9 – Academic Freedom

Simmons University endorses the following principles drawn from the classic AAUP Statement of Principles on Academic Freedom, which since 1940 has provided a highly respected statement of the professional ethics and standards that guide the academy.

Simmons University is committed to principles of academic freedom for all faculty regardless of tenure or contract, full or part-time status. The Faculty, Administration, and Board of Trustees agree that academic freedom and, more generally, freedom of expression are of paramount value in a university community. These freedoms are essential for the acquisition and transmission of knowledge, cultivation of the creative and critical faculties of the human intellect, expression of ideas and emotions, and for the promotion of responsible teaching. Tenure is one means of helping to ensure the protection of academic freedom at the University.

Freedom of speech and expression is the right both of members of the Simmons University community and of invited guests. Once the University extends an invitation, the Simmons community shares the obligation to protect the speaker's freedom of expression even when individual members dislike or oppose the speaker or find their ideas noxious. Freedom of speech and expression is the right of opponents of a speaker as well. Opponents may make their views known in a variety of ways so long as they do not thereby interfere with a speaker's ability to make their views known, or with the rights of others to listen.

Teachers are entitled to freedom in research and in the publication of the results, as well as freedom in the classroom in discussing their subject. While academic freedom provides latitude to express diverse perspectives, it does not justify deviation from curricular content in ways that result in courses no longer meeting accreditation standards. Regardless of whether course material is germane to the subject, faculty should not engage in classroom speech or conduct that is personally disrespectful, disparaging, harassing towards a student, or otherwise contrary to an appropriate learning environment.

College and university teachers are citizens, members of a learned profession, and representatives of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and representatives of the university they should remember that the public might judge their profession and their institution by their utterances. Hence they should at all times be accurate, exercise appropriate restraint, show respect for the opinions of others, and make every effort to indicate that they are not speaking for the institution.

In the University, as in society as a whole, freedom of speech and expression is not absolute. For example, speech that is libelous, slanderous, incites to riot or is unlawfully harassing is not protected. Additionally, speech directed at persons with clear intent to cause substantial injury is not protected by academic freedom.

Article 10 – Assignments

Section 1. **Assignment Definition.** For the purposes of this Agreement, an assignment is an administrative action that specifies in writing the courses to be taught and other academic work, as applicable, that comprises the Employee's responsibilities. All assignments shall be made by the Dean or applicable administrator, or their designee; the Dean or applicable administrator or designee may consider a recommendation of the Department Chair or Program Director. Assignments shall be signed by the Provost or designee. Except as otherwise provided herein, assignments shall be issued on a semester basis, shall be limited in duration to the particular semester for which the Employee is retained, other than for multi-term or year-long assignments, in which case the duration will be limited to the relevant year. No assignment shall create any right, interest, or expectancy in any further assignments beyond its specific term, except as set forth herein. An assignment is contingent upon the Employee completing all onboarding obligations required by Human Resources, as determined by and in the discretion of Simmons, including all required background checks ("HR Onboarding"), as of the first day of the assignment start date. Failure to complete all HR Onboarding may result in rescission of the assignment and employment of the Employee without any penalty to the University.

Section 2. **Assignment Process.** Effective for the Summer 2027 term, prior to the issuance of an assignment letter ("Assignment Letter"), the University will distribute a survey that gauges the interest and availability of Employees who have Seniority per Section 7 below, as well as any Employees who have taught at Simmons during the six (6) months prior to the date the survey was issued, and, at the discretion of Simmons, prospective and former Employees ("Survey"), except that Simmons shall not be required to issue a survey to any individual who informs Simmons in writing that they do not wish to teach during a given term. To the extent possible, surveys shall include information on courses that the hiring unit anticipates may be available for qualified Employees to teach. When known, the University shall include the anticipated schedule for the course. Surveys shall be sent to Employees by June 1st for Fall Semester, October 1st for Spring Semester, and March 1st for Summer Semester. Employees shall have at least ten (10)

calendar days to respond to the Surveys and indicate which courses and times they are interested and available to teach. The University shall have the ability, in its sole discretion, to not assign courses to any Employee who fails to respond to the Survey within this time period. The University shall distribute Surveys to the Employees' Simmons email and personal email accounts of applicable Employees when known to Simmons. Receipt of a Survey does not guarantee or imply that the Employee will be given an assignment for the term in question.

Section 3. **Assignment Contents.** Assignment Letters shall include, at minimum, the following information:

(a) Job Title;
(b) Start and end dates of the assignment;
(c) Compensation for the assignment (for Employees assigned on a "per" basis, compensation will be shown as a "per" rate);
(d) Course information including department name, number, credit value, first meeting date, and regular meeting time(s) when available, a link to information about the date final grades are due;
(e) Supervisor for the position;
(f) A link to an electronic copy of this Agreement, hosted on Simmons' website; and
(g) A statement reading "The work pursuant to the relevant job assignment, as noted elsewhere in this letter, is covered by a Collective Bargaining Agreement (Union Contract) negotiated between Simmons University and the Service Employees International Union (SEIU), Local 509. This contract sets forth some of your rights and responsibilities as a member of this bargaining unit. For more information about your union, visit www.seiu509.org."

An electronic copy of the Assignment Letter will be maintained in the manner described in Article 21.

Section 4. **Assignment Timelines.** The University shall make good faith, reasonable efforts to issue assignments at least forty-five (45) days prior to the start of the relevant academic term. Student clinical, practicum, and site placement Employee Assignment Letters are exempt from this timeline.

Nothing in this Agreement shall be construed to prevent the University from offering assignments to Employees that become available at later dates.

Section 5. **Late Assignments**. An Employee who receives an assignment to teach a class seven (7) calendar days or fewer prior to the first meeting date of the teaching assignment shall receive an additional late assignment fee of an amount equal to seven and one-half percent (7.5%) of the total compensation for the assignment. Student clinical, practicum, substitute, Employees assigned courses due to another Employee choosing not to retain a low-enrolled

course assignment, and site placement Employee Assignments are excluded from receiving late assignment fee.

Section 6. **Assignment Duration.** The University may, in its sole discretion, assign an Employee on a multi-term, annual, semester, half-semester, or per term basis. Employees who receive such multi-term or year-long assignments may be removed mid-assignment for disciplinary reasons.

The University and Union agree to meet and engage in good faith discussions about the implementation of multi-term assignments during the last year of the Agreement.

Section 7. **Seniority.** An Employee who has taught at least one (1) course per academic year (defined for this Section 7 as Fall, Spring, Summer) for four (4) separate academic years within the immediately preceding five (5) consecutive academic years at the University on a rolling basis shall achieve Seniority at the end of the fourth academic year. Employees who have obtained seniority, shall have seniority applied for course assignment purposes for the first time in the following manner:

Seniority Obtained	Seniority Applied
Fall term	Summer term
Spring term	Fall term
Summer term	Spring term

Seniority is lost when an Employee has not taught any course at Simmons for two (2) consecutive academic years. Clinical faculty are eligible for seniority provided they meet the requirements set forth in this Article and meet the requirements established by the Board of Nursing and applicable accrediting bodies, are academically and experientially qualified, meet all applicable state Board of Nursing, Board of Regents, Boards of Medicine, and our accrediting body requirements, and comply with the requirements set forth by clinical partners.

(a) *Availability* – As set forth in Section 2 of this Article, Employees with Seniority shall be given the opportunity to indicate to their department their interest in teaching particular courses and availability to teach in each given term. The University reserves the right to schedule all courses at its discretion without consideration of faculty availability.

(b) *Assignment Priority* –When an Employee with Seniority has indicated in a timely manner via the Survey that they are: (a) interested in teaching a particular course in the Employee's Department that will take place via the Employee's typical teaching modality, and (b) available to teach during the time period the University schedules the course to take place, and (c) the Employee is currently qualified to teach the course in

Simmons' discretion, and (d) the Employee has not yet met the course load limit, as established by the University under paragraph Section 9, the University will assign the course to the Employee unless another Employee with greater Seniority based upon accrued years of Seniority meets the same criteria, in which case the University will consider the Employee with the greater Seniority first. When there are two Employees with the same level of Seniority, with the same stated interest and availability, who meet the other required criteria set forth in this section, the University has the sole discretion to choose which Employee receives the assignment. Notwithstanding anything set forth in this paragraph, the University need not assign any Employee with Seniority in the described manner if one of the below reasons applies:

(1) The Employee has been disciplined within the past twelve months;

(2) The Employee has failed to timely respond to the Survey for the term in question;

(3) The Employee is determined to have engaged in serious misconduct or conduct that causes or reasonably may cause reputational harm to the University, where such conduct occurs outside the scope of the Employee's employment with the University and is not protected by principles of academic freedom as outlined in this Agreement, and which, in the reasonable judgment of the University, would adversely affect the Employee's ability to perform their teaching responsibilities or to function as a member of the University community;

(4) Unsatisfactory performance of an Employee; as evidenced by facts and circumstances such as performance evaluations, student evaluations, individual student commentary (both oral and written), faculty member self-evaluation, syllabi and applicable course materials, evidence of student learning, and classroom observations; provided, however, that student evaluations shall not be used as the exclusive basis to deny, reduce or cancel an assignment;

(5) The Employee is not qualified and/or available to teach in a course's delivery method, as reasonably determined by the University;

(6) Availability of an alternative Employee who, in the University's discretion, has better credentials, qualifications and/or performance;

(7) The course is assigned or reassigned to a full-time or proportional faculty member or other non-bargaining unit member based upon the needs of the University; or

(8) Academic, programmatic, enrollment, operational, or fiscal circumstances affect the availability or assignment of the course, including, but not limited to, course or section cancellation or reduction; changes to curriculum, programs, or academic units; creation of a tenure or contract line; or other changes in the academic or organizational needs of the University, and

(9) Where the assignment is not practicable due to an act of God, health and safety risk, emergency, injury, death or other similar circumstances.

Subsections (1), (2), (7), and (8) shall not be subject to the Grievance and Arbitration provisions of this Agreement. Subsections (3), (4), (5), (6), and (9) shall be subject to grievance and arbitration and the standard of review shall be whether the University acted unreasonably in making its decision.

In the event that an Employee with Seniority is not offered an assignment due to the availability of an alternative Employee pursuant to subsection 6 above, the impacted faculty member shall receive a one-time payment equal to seventy-five percent (75%) of the amount they would have been paid to teach the course(s) for which they had Seniority. This payment shall extinguish the impacted Employee's Seniority unless the Employee still taught a class during the term in question. Employees may re-achieve Seniority through future teaching. Once subsection 6 above is triggered, the course in question no longer shall be available for assignment to Employees until the individual who the course was assigned to under subsection 6 no longer teaches the course, at which time the course will be offered for assignment to Employees again. In the event that multiple Employees have Seniority and were interested & available to teach a course, only the Employee that is the most Senior shall be considered to have been displaced and eligible to receive the one-time payment each semester.

For the avoidance of doubt, the Seniority assignment priority described above is limited to courses that, in the sole discretion of Simmons, are to be offered and taught by bargaining unit members. Seniority assignment priority does not apply to courses beyond the limits set in Section 9 below.

Section 8. **Protocols for Other Assignments.** Assignments filled by the University outside of the Seniority process are subject to grievance but not arbitration.

Section 9. **Course and Lab Limits**. Excluding labs, Employees can teach no more than two courses per semester. For the purposes of this limitation, multiple sections of the same course are considered multiple courses. For labs, in disciplines (e.g. Microbiology, Anatomy & Physiology, and Biochemistry) that have eight (8) or more lab assignments in any given semester or term, no one Employee may be assigned more than 40% of the lab assignments. The University, in its sole discretion, but subject to the other provisions of this article, may assign an Employee more than the course and load limit.

Section 10. **Course Cancellation.** With the exception of clinical, practicum, and site placement Employees, an Employee who has an assignment cancelled for any reason other than a force majeure reason(s), which includes, but is not limited to, pandemic, acts of God, acts of war, invasion, or terrorism, riots, protests, strikes, work stoppages, malicious acts such as cyberattacks, changes in law and/or regulations, emergency mandates, quarantines, lockdowns, and any time Simmons closes the University for any reason, shall receive compensation equal to a percentage of what they would have been paid to complete the assignment. The percentage to be paid shall vary according to when the assignment was cancelled as shown below.

Date Assignment Cancelled	*Percentage of Normal Compensation Paid*
14 or fewer days before the first course meeting date of the semester/term and the Employee is not offered an alternate course	10%
On or after the first course meeting date of the semester/term and the Employee is not offered an alternate course	100%

Article 11 – Evaluations

Section 1. **Annual Review.** Performance evaluations shall be conducted no more than once per year; except that the University may conduct additional evaluations more than once per year in any given year for any Employee, if special circumstances, such as the need for early intervention due to performance concerns, arise. The Dean or Dean's designee, at the Dean's discretion and who may include any full-time or proportional faculty member or other University staff members who are not members of the bargaining unit ("Evaluator"), will conduct the performance evaluation.

Section 2. **Evaluation Content**. The performance evaluation shall comprise a self-performance evaluation by the Employee and an evaluation by the Evaluator, which will outline whether an Employee has met or exceeded expectations or needs improvement, all of which will be contained within a form provided by the University.

Performance evaluations may include, but are not limited to, the following sources of evaluative material:

(a) Course materials including syllabi, readings, presentations, and other applicable materials;
(b) Course assessments including exams, projects, papers and other assignments;
(c) Classroom/teaching observation, subject to the guidelines established below; and
(d) Student evaluations, subject to the guidelines established below.

Employees shall be allotted at least seven (7) days from the date the Evaluator's evaluation is made available to the Employee to comment on the Evaluator's evaluation.

Section 3. **Student Evaluations**. The parties agree to the following guidelines for the use of student evaluations, if and when the University utilizes student evaluations when determining course appointments or for disciplinary purposes:

(a) Student evaluations will not be the only source of evaluative material used to make reappointment and/or disciplinary decisions;

(b) Student evaluations shall be collected before final grades are submitted for any given term;

(c) Employees will be provided with copies of their student evaluations in each course the Employee was assigned if at least three students submit evaluations; and

(d) The number of students who participate in the evaluation process shall not be used to evaluate an Employee

Section 4. **Classroom Observations.** The University will generally provide three (3) days advance notice to the Employee before conducting a classroom observation or otherwise directly observing the teaching of the Employee ("Observation"). Typically, classroom observations will not be conducted more than once per academic year. The University may conduct classroom observations on fewer than three (3) days' notice and/or conduct multiple observations during an academic year if special circumstances arise, such as performance concerns, misconduct, or student complaints.

Article 12 – Discipline and Discharge

Section 1. **Just Cause.** An Employee will not be disciplined, suspended, or discharged without just cause.

Section 2. **Types of Discipline.** Discipline may include verbal warnings, written warnings, unpaid suspensions, or discharge.

Section 3. **Remedial Measures.** In addition to issuing discipline, Simmons may, in its sole discretion, identify reasonable remedial measures which it believes will help an Employee address performance issues. If directed to do so by Simmons, an Employee must comply with those remedial measures. Simmons may also identify reasonable remedial measures which it believes will help an Employee address performance issues without issuing discipline. If directed to do so by Simmons, the Employee must comply with those remedial measures.

Section 4. **Discharge.** Each appointment expires at the end of the designated appointment period, unless there is a written renewal. The expiration of an appointment, cancellation of an appointment before the appointment period, or Simmons' determination not to offer a further appointment will not be considered a discharge or subject to grievance or arbitration under this Article. Simmons' actions regarding appointments and cancellations may be subject to grievance or arbitration under other provisions of this Agreement.

Section 5. **Administrative Leave.** At the discretion of Simmons, an Employee may be placed on administrative leave to permit the University to investigate potential or alleged misconduct that may result in discipline or when Simmons deems it appropriate to remove the Employee in order to prevent potential harm by the continued presence of the Employee. This administrative leave will be paid unless there are allegations of violations of Simmons' Title IX policy or serious criminal misconduct in which case Simmons has the discretion to make the

leave unpaid. However, Employees must be restored to full pay status if the investigation lasts for more than twenty-one (21) days, and, if no misconduct is found to have occurred, the Employee shall receive full backpay for any time spent on unpaid leave. Being placed on paid administrative leave is not considered a form of discipline.

Section 6. **Right to Representation.** An Employee may request that a Union representative be present at any investigatory meeting that the Employee reasonably believes may lead to discipline. Such request shall not be unreasonably denied.

Section 7. **Student Evaluations.** Student evaluations shall not be used as the sole basis for disciplining or discharging an Employee. Notwithstanding the foregoing, Simmons may discipline or discharge an Employee based upon the content of a student evaluation(s) that Simmons has credited following investigation.

Article 13 – Grievance & Arbitration

Section 1. **Definition.** A grievance within the meaning of this Agreement shall be any complaint or dispute arising out of the application of this Agreement. A prompt and efficient method of settling grievances, as herein defined, is both desirable and necessary. This is the sole and exclusive procedure for the resolution of grievances under this Agreement.

Section 2. **Informal Resolution.** Notwithstanding the availability of the formal procedures of this Article, it is agreed that an Employee may informally discuss a problem with the Employee's academic unit head (such as a Chair, Program Director, or Dean) at any time. Nothing in this Agreement shall prevent an Employee from resolving any problem consistent with this Agreement, the Faculty Policy Manual, and the law, with or without the presence of a Union representative. Disputes resolved informally shall not establish any precedent unless agreed upon in writing by the Union and the University.

Section 3. **General Provisions.**

(a) For purposes of this Article, "days" shall mean calendar days except that days falling during winter break and spring break week shall not be considered when determining due dates and filing periods.

(b) All time limits herein may be extended by mutual agreement expressed in writing.

(c) Unless the parties have agreed in writing to a specific extension of time, any grievance or demand for arbitration which is not filed at each step within the time limits contained herein shall be deemed waived and there shall be no further processing of the grievance or any arbitration thereon.

(d) Failure by the University at any step to meet with or communicate its response to the Union and Grievant within the time limits specified below in Section 5 shall permit the grievance to proceed to the next step.

(e) Any class grievance filed by the Union on behalf of two or more bargaining unit members may be initiated at Step 2. Additionally, as to any other grievance, the parties may proceed initially at Step 2 if by mutual agreement, in writing.

Section 4. **Initial Filing.** An aggrieved Adjunct Faculty Member or the Union shall present a grievance within twenty-one (21) days after the occurrence of the facts or circumstances giving rise to the dispute over which the grievance arose or within twenty-one (21) days after the affected Employee or the Union knew or should reasonably have known of the occurrence of those facts or circumstances. However, for grievances alleging discrimination or harassment, the timeline shall be extended to a period of within three-hundred (300) days from the date of the alleged conduct. All grievances shall be reduced to writing and must specify the adversely affected Employee or group of Employees, the nature of the grievance, the provision(s) of this Agreement at issue, and the relief requested. A grievance may be filed by the Union or an Employee (with a copy given to the Union), but a demand for arbitration may be filed only by the Union or Simmons. Simmons may file a grievance to the Union as set forth below.

A grievance initiated by Simmons alleging a violation of the Agreement by the Union shall be presented in writing by hand or electronic mail to the Union's Internal Organizer within twenty-one (21) days after the occurrence of the facts or circumstances giving rise to the dispute over which the grievance arose or twenty-one (21) days after Simmons knew or should have known of the occurrence of those facts or circumstances. The Union may hold a meeting to review the grievance at a time mutually convenient to the parties. If such a grievance is not resolved within thirty (30) days after the grievance is filed, it may be submitted to arbitration in accordance with Section 5 of this Article.

Section 5. **Procedure.** The following steps shall be followed in the processing of grievances:

(a) **Step 1**. Step 1 grievances shall be filed by hand or electronic mail with the Dean of the Employee's school. The Dean or designee may meet with the Employee and/or Union representative within fourteen (14) calendar days of receipt of the grievance to discuss the grievance. The Dean or designee shall issue a written answer within fourteen (14) calendar days of the meeting or within fourteen (14) calendar days of the receipt of the grievance if no meeting was scheduled. In the event an Employee and the University settle a dispute without the written and express agreement of the Union, that settlement will not create a practice or precedent for either party in the interpretation or application of this Agreement.

(b) **Step 2.** If the grievance is not resolved at Step 1, the Union or the Employee may file the Step 2 grievance by hand or electronic mail with the Provost or designee within fourteen (14) days of receipt of the Step 1 response. The Provost or designee shall conduct a meeting for the purpose of attempting to resolve the grievance within fourteen (14) days following the filing of the Step 2 Grievance. If the grievance is not resolved at this meeting, the Provost shall issue a written answer to the Union in writing within fourteen (14) calendar days of the meeting.

(c) **Arbitration.** A grievance not resolved in Step 2 may be appealed to arbitration by the Union or Simmons by giving written notice to the other party within thirty (30) days of the Step

2 response by filing a demand with the Labor Relations Connection. Only the Union and Simmons or either's authorized representative may present or defend the grievance at arbitration.

(1) Arbitration will be conducted in accordance with the rules of Labor Relations Connection. The arbitration shall be held in the greater Boston, Massachusetts area or virtually unless Simmons and the Union agree in writing to hold it elsewhere.

(2) Each party shall bear the expense of preparing and presenting its own case. The compensation and expenses of the Arbitrator and the hearing room shall be borne equally by the parties.

(3) The fees and expenses of the arbitrator, and the cost of any hearing transcript, shall be borne equally by the Union and the University, except that any Party who does not want a copy of the hearing transcript will not be required to share in the cost of the transcript.

(4) There shall be no submission of multiple grievances to arbitration in one demand, nor shall separately submitted grievances be consolidated and/or merged before the same arbitrator, absent mutual agreement between Simmons and the Union. Accordingly, in the absence of mutual agreement of Simmons and the Union, an arbitrator may not be presented with or rule upon more than one grievance, provided that either Simmons or the Union may submit a class grievance to arbitration in accordance with this Article.

(5) The Arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined in this Article. The Arbitrator shall have no power to add to, subtract from, modify or disregard any of the provisions of this Agreement.

(6) The decision of the Arbitrator shall be final and binding upon Simmons and the Union and the Employees covered by this Agreement to the extent provided by law.

Article 14 - No Strike, No Lockout

Section 1. **Prohibited Activity**

During the term of this Agreement, or any written extension of this Agreement, neither the Union (including any agents of the Union), nor any Employee, will threaten, instigate, authorize, establish, or participate in any primary strike, sympathy strike, work stoppage, work slowdown, withholding or delaying finalization of any grades, test results, evaluations or other documents, or any other concerted failure or refusal to perform assigned work, nor shall the Union or any Employee picket during the term of this Agreement. Nothing in these prohibitions is intended to limit the Union's ability to prepare for lawful conduct to occur post contract expiration. Nothing in this Article is intended to waive the right of the Union or Employees to aid, condone or support a strike called by another Union or group of employees not covered by this Agreement provided the Union and Employees do not engage in any conduct prohibited by this Section including a work stoppage or refusal to perform work.

Section 2. **Penalty**

Any Employee who participates in any activity prohibited by this Article shall be subject to disciplinary action, up to and including discharge. The question of whether the Employee violated this Article shall be subject to the grievance and arbitration procedure contained in Article 13. Simmons' determination of the appropriate level of discipline for a violation, including discharge, shall not be subject to challenge under that procedure.

Section 3. **Union Official's Responsibility**

In the event that any Employee(s) violates the prohibitions identified in Section 1 above, the Union shall immediately inform such Employee(s) through all reasonable means that such action is prohibited under this Agreement and that such Employee(s) should cease such action and return to full, normal, and timely work. The Union shall also distribute to the Employee(s) and Simmons a written notice, signed by an officer of the Union, stating that the work stoppage or other violation is not authorized by the Union. Such distribution shall be made within twenty-four (24) hours of notice to the Union from Simmons that there has been a violation of this Article.

Section 4. **No Lockout**

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

Article 15 – Compensation

Section 1. **Minimum Rates.** All rates set forth in Section 2 of this article are minimum threshold rates ("Minimum Threshold Rates"). The University, in its sole discretion, may pay an Employee more than would be provided by the Minimum Threshold Rates included in this Article.

Section 2. **Minimum Threshold Rates (Step 1).** The following Minimum Threshold Rates are effective retroactive to the beginning of the Fall 2026 semester. Within thirty (30) days following ratification of this Agreement, the University will make a one-time lump-sum payment representing the full difference between the compensation payable for the entire Fall 2026 assignment under the applicable Minimum Threshold Rate below and the compensation payable for that assignment at the rate in effect at the beginning of the Fall 2026 semester.

See Appendix A for examples of applications of the Minimum Threshold Rates.

Courses	Minimum Threshold Rate Step 1
Three (3) and four (4) credit courses in three (3) credit and four (4) credit programs, respectively, as set forth in Appendix A ("Standard Course Rate") (Prorated for courses taught by more than one instructor.)	$7,000.00
Per credit rate in a 4-credit program, except as otherwise provided in this chart	$1,750.00
Per credit rate in a 3-credit program, except as otherwise provided in this chart	$2,333.33
Laboratories (3-hour, non-clinical labs) (*per credit rate does not apply) (Prorated by contact hour for labs less than 3 hours.)	$5,000.00
Clinical, Physical Therapy, and Nursing Lab and Sim Lab rate per hour (*per credit rate does not apply)	$84.24/hour
Courses paid at a per student rate (*per credit rate does not apply)	$450.00/student
Any Employee assignment not otherwise included above in this chart (*per credit rate does not apply) and/or any Employee currently making above the newly established minimums	4% current rate increase

Section 3. **Across the Board Increases.** Effective January 1, 2028 and each subsequent January 1 for the term of this Agreement, the compensation rate for all Employee roles shall increase by 2.0% or the same percentage as the across-the-board increase University full time faculty and staff receive for that year, whichever is greater.

Section 4. **Step Progression.** Any Employee who has taught at least one (1) course included in Appendix A per academic year for four (4) separate academic years within the preceding five (5) consecutive academic years at the University on a rolling basis be paid at least the minimum rate specified for Step 2, which is three percent (3%) higher than Step 1, as set forth in Appendix A. Any Employee who has taught at least one (1) course covered by Appendix A per academic year for eight (8) separate academic years within the preceding ten (10) consecutive academic years at the University shall be paid at least the minimum rate specified for Step 3, which is six percent (6%) higher than Step 1, as set forth in Appendix A.

Section 5. **Low-enrolled Courses.** Notwithstanding anything stated otherwise herein, Employees assigned to teach courses that have fewer than six (6) students registered for the course one week before the term begins, where the course is not canceled by the University, the Employee will be compensated at a per student rate of one-sixth (⅙) of the applicable rate for that course per student. If the course ultimately has six (6) or more students enrolled, the Employee will be compensated the Minimum Threshold Rate for the course at the Employee's applicable Step. This provision (Section 5) is not applicable to Practica and Clinicals.

If the Employee accepted an Assignment Letter to teach a course at full pay and the University subsequently notifies the Employee of its intent to convert the assignment to a low-enrolled course, the impacted Employee shall have 24 hours from the time the University notifies the Employee to notify the University in writing of their choice of the following options;

1. Accept the assignment to teach the course at the low-enrolled rate; or
2. Opt out of teaching the assignment at the lower rate, at which point they shall receive any applicable course cancellation fee if the University still does not wish to offer the course at the standard pay rate.

Section 6. **Practicum Liaison Compensation.** If a student drops from a practicum course after the final day of the add/drop period for a given term, the Employee shall receive full compensation for that student for the term. Practicum Liaisons will not be asked to participate in any level reviews that take place outside of their assignment period. If a Practicum Liaison is asked to participate in a level review for a student that is not currently counting towards their per-student pay, then they shall receive compensation of $100 per review.

Section 7. **Over-enrollment Stipend.** If, after the end of the standard add/drop period for a given term, there are more students enrolled in a didactic course or lab associated with a didactic course than what was listed as the enrollment capacity when an Employee accepted their assignment, said Employee shall receive an additional stipend for their assignment equal to $100 per over-enrolled student after the third enrolled student. For instance, if a course is over-enrolled by four students, the Employee shall receive a $100 over-enrollment stipend. This does not apply to clinicals, practica, independent studies, directed studies, or other similar courses for which there is an arrangement for specialized instruction.

Section 8. **Training.** Faculty may only complete required and/or voluntary trainings and orientations during their effective assignment period.

Section 9. **Miscellaneous Assignments.** Employees may agree to undertake additional union eligible assignments not listed above. For union eligible assignments not specified in this article, compensation shall be established through mutual agreement between the Employee and the University, provided that returning Employees receive the Across the Board Raises outlined in Section 3. If no agreement is reached on compensation for performing miscellaneous services, Employees shall have the right to refuse to perform such services.

Section 10. **Substitutes.** When an Employee is hired to substitute for an assignment for a duration of longer than two (2) weeks, they shall be compensated at minimum at the appropriate rate for the assignment on a pro-rata basis. For substitute assignments of two (2) weeks or less, compensation shall be established through mutual agreement between the Employee and the University. Seniority obligations under the Agreement relating to course assignments shall not apply to substitute appointments.

Article 16 – Pay Day

Section 1. **Timely Pay.** Employees shall be paid on a timely basis, in accordance with the University's normal business operations, provided the Employee has submitted to the University, in a timely fashion, all documentation or information necessary for the processing of said payment.

Section 2. **Pay Stubs.** Employees shall have access to an electronic record of their pay. The payday shall be the same day set for others in the University who are similarly situated, as the University may adjust that payday from time to time.

Article 17 – Benefits

Section 1. **Healthcare.** Employees who are eligible under the Affordable Care Act ("ACA"), including working the average number of weekly hours required under the ACA, between May 1 and April 30 of any given year, may enroll, as of July 1 in the same year as that time period ends, in the University's health and welfare plan for medical, dental, and vision insurance for the following year, for up to twelve (12) months (July 1 - June 30), provided they remain actively employed, at the same rates as a full-time University employee.

The parties agree to engage in Labor-Management discussions with the goal of publishing guidance on qualification for health insurance.

Section 2. **Retirement.** Employees may contribute pre-tax and/or post-tax earnings to the Simmons 403(b) plan up to applicable IRS limits. Employee eligibility and contributions are governed by the Plan Document, as it may be amended by Simmons from time to time. Disputes about eligibility and contribution under the Simmons 403(b) plan are not subject to grievance and arbitration under this Agreement.

Section 3. **Professional Development.** The University shall maintain a Professional Development Fund through which an Employee may apply for funding for professional development opportunities or resources that support their teaching, mentoring, and/or advising at Simmons.

Effective the beginning of each fiscal year (July 1st), the University shall allocate a total amount of thirty thousand dollars ($30,000.00) toward Employee professional development each fiscal year. Any unused funds in one fiscal year shall not roll over to the next fiscal year.

To be eligible to apply for professional development funds, an Employee must: (a) be teaching or scheduled to teach a minimum of one (1) course during the academic year in which the Employee applies for funds, and (b) be seeking funds for a permissible purpose, as designated by the University in its sole discretion. All funds granted an Employee must be spent within the fiscal year the Employee applies for the funds.

To apply for professional development funding under this section, eligible Employees shall submit a completed request to the Provost's Office on a form designated by the Provost's Office. An Employee may be approved to receive up to one thousand dollars ($1,000.00) each fiscal year. Employees shall submit receipts as required under the University's Business Expense Policy for expenses they are seeking reimbursement for.

Section 4. **Tuition Remission.** So long as course tuition remission is available to full-time and part-time University staff and full-time and proportional faculty, except as set forth herein, Employees may take one undergraduate or graduate course (up to 4-credits) within the semester they are teaching at no cost; graduate courses are covered at 100% starting after one year from date of hire. With regard to 2U-enabled graduate courses, Employees shall only be eligible for a thirty percent (30%) discount. The terms and conditions of the University's employee tuition remission policy and any other relevant admission policies shall apply as those policies may be amended by Simmons from time to time. It is at the University's sole discretion whether courses are cancelled, rescheduled, or modified in any manner, regardless of whether it impacts Employee enrollment.

Section 5. **Parking.** Employees shall be eligible to park in the Simmons parking garage(s) at the same rate as all University employees, as those rates may be modified by Simmons from time to time.

Section 6. **Transportation.** Employees may purchase a Massachusetts Bay Transportation Authority (MBTA) 10-Ride pass once a month, a monthly MBTA LinkPass, or a monthly MBTA Local Bus pass through pre-tax payroll deductions subject to applicable ordering timelines and procedures.

Section 7. **Campus and Lifestyle Perks.** Employees shall be eligible for whatever University campus and lifestyle perks are made available to all University employees in any given year, as defined by the University in its sole discretion, and which may change from time to time in the University's sole discretion.

Article 18 – Labor-Management Committee

Section 1. **Committee.** Simmons and the Union agree to create a Labor-Management Committee ("LMC"). The LMC shall meet once each semester and once during the summer, or more by mutual agreement. Whenever possible, meetings shall be scheduled within thirty (30) calendar days, not including days that fall during the University's winter or spring break periods,

of the written request for an agreed upon meeting. Each party may submit agenda items at least one (1) week in advance of the meeting. Each side may designate up to five (5) committee members for any meeting.

Section 2. **Purpose.** The LMC is intended as a forum for open discussion of matters of general concern. These meetings shall not substitute for collective bargaining, nor shall they be used to resolve or discuss pending grievances. Rather, the LMC is a place for open discussion of issues of general concern to Employees and/or Simmons. By mutual agreement the LMC may make recommendations to Simmons regarding matters discussed. Simmons retains the sole discretion to accept, reject or modify any such recommendations.

Section 3. **Enforcement.** Except for an alleged failure to meet as contemplated by this Article, no part of the functioning of the LMC as prescribed by this Article is subject to the grievance-arbitration Article contained in this Agreement or any other dispute resolution process, administrative challenge or legal challenge.

Article 19 – International Faculty Safety And Support

Section 1. **Value Statement.** The University and the Union affirm a commitment to ensuring the campus remains a safe place to work and study for all individuals, regardless of immigration status.

Section 2. **Reimbursable Expenses.** The University shall reimburse certain incurred expenses as described in this paragraph. Reimbursable expenses include only application and filing fees incurred by an Employee associated with a Simmons employer sponsored immigration petition or application. To be eligible for reimbursement, such costs must be incurred during the term of a faculty member's appointment, related to a Simmons employer sponsored immigration petition or application, and Employees must submit receipts through proper University channels. The maximum reimbursement amount a faculty can receive per fiscal year (July 1-June 30) shall be up to $300.

Additionally, consistent with Simmons' practice applicable to Employees from Canada or Mexico and provided these Employees comply with applicable laws and Simmons policies, Simmons will provide a letter of support for Employees as part of the TN visa process.

Section 3. **Non-Detention.** Simmons will not detain or question Employees solely based on their immigration status. If presented with a judicial warrant or judicial order, Public Safety is legally required to and will fulfill the requirements of the warrant or order. In accordance with Massachusetts law, Public Safety will not hold any individual solely based upon a federal civil immigration detainer.

Section 4. **Access to Campus.** Outside of standard business operations and under non-emergency circumstances (i.e. situations that don't involve immediate health and safety risks), Simmons shall not permit federal immigration officers to enter non-public areas of campus, such

as dormitories, offices, and classrooms, without a valid judicial warrant signed by a judge. Administrative warrants issued by ICE do not grant authorization to access these areas. In the circumstance that an Employee is directly approached by a government agency representative, including, but not limited to, a federal immigration officer, asking to access any nonpublic areas of Simmons' campus other than in emergency-related circumstances, the Employee is to respond to the request by directing the government representative to the University's Public Safety Office for assistance and then call Public Safety to notify Public Safety of the presence of the government agency representative on campus.

Section 5. **Protection of Personal Information.** To the extent permitted by law and excepting standard business operations, Simmons shall require a subpoena or a judicial warrant or judicial order for the disclosure of non-public information relating to immigration status to external law enforcement officers. To the extent Simmons is required to provide access to records (such as through SEVIS), Simmons will - unless prohibited from doing so - notify the Employee whose records were accessed.

Section 6. **Notification to Union**. The University shall, as soon as practicable and to the extent permitted by law, notify the Union of any immigration-related enforcement action by law enforcement or immigration officials, such as an I-9 audit, raid or detention, affecting an Employee(s).

Section 7. **Excused Absence.** Upon written request, an Employee shall be granted up to two (2) days, excused absence per fiscal year that will not impact pay in order to attend to time-sensitive immigration or citizenship status matters that arose during the term the Employee is seeking to take the excused absence that prevents the Employee from fulfilling their assigned teaching duties. The University may request verification of appropriate certified documentation. This paragraph does not apply to Employees who experience a lapse or delay in Valid Work Authorization from the U.S. Citizenship and Immigration Services (USCIS) and no longer have a Valid Work Authorization.

Article 20 – Health and Safety

Section 1. In compliance with Simmons' health and safety policies and procedures, Simmons will maintain a working environment for Employees that meets OSHA standards and other applicable state or federal regulations governing workplace safety. Employees may report unsafe work conditions or other workplace safety concerns directly to fixit.simmons.edu.

Section 2. Employees shall comply with all applicable Simmons health and safety policies and procedures and applicable state or federal regulations governing workplace safety.

Article 21 — Employment Records

Section 1. **Records.** The University shall maintain employment records for all Employees. Records shall be maintained for at least one year after an Employee last taught a course. At minimum, an Employee's record shall contain the following:

(a) Course or other assignment letters,
(b) Performance evaluations, if applicable, and
(c) Disciplinary records, if applicable.

Section 2. **Access.** Employees shall be able to review and submit comments to their record.

Article 22 – Waivers

Section 1. **Written Agreement.** No provision of this Agreement will be modified, waived, or discharged unless the modification, waiver, or discharge is agreed to in writing and signed by both the University and the Union.

Section 2. **Applicability.** If either party modifies, waives, or discharges any breach of, or compliance with, any condition or provision of this Agreement by the other party, such waiver will not be considered a waiver of any other condition or provision, or of the same condition or provision at another time.

Article 23 – Separability

Section 1. If any provision of this Agreement is found to be invalid or unenforceable because of conflict with any applicable federal, state, or local law, such invalidity shall not affect any of the remaining parts of this Agreement. In such an event, the remainder of this Agreement shall continue to be binding upon the parties to it, and, upon thirty (30) business days' written notice from either side, the parties agree to re-negotiate any provision that has been invalidated. For purposes of this section, "business days" shall mean Monday through Friday, excluding Simmons designated holidays and days when Simmons is closed.

Section 2. If any law or judicial or administrative order, decision or ruling should so restrict or affect performance of this Agreement or any part thereof as to make it impossible of performance, Simmons may terminate the affected part or parts of this Agreement by written notice to the Union. The parties shall meet and negotiate regarding the affected part or parts.

Article 24 – Successorship

This provision is included solely in response to the Union's proposal during negotiations and should not be interpreted as indicating that such an event is likely or expected. In the extremely unlikely event a transaction is entered into to sell, merge, or otherwise transfer any aspect of operations that would impact work covered by this Agreement, Simmons will notify the Union subject to any non-disclosure obligations and notify any entity party to the transaction of the existence of this CBA.

Article 25 - Duration

This Agreement shall be in full force and effect from the date of ratification through August 31, 2030. It shall continue from month to month thereafter unless written notice to terminate this Agreement is served by either party upon the other by certified mail, return receipt, and such notice is received no later than ninety (90) calendar days prior to the expiration date in which event this Agreement shall terminate at 11:59:59 PM on August 31, 2030 unless renewed or extended by mutual written agreement signed by the parties. If notice of termination is given as provided for, negotiations for a new Agreement shall begin within thirty (30) calendar days of the receipt of such notice.

Agreed and accepted by:

Simmons University

By: Lynn Perry Wooten

Lynn Perry Wooten, President

Dated: Nov 17, 2026

By: Meghan Kass

Meaghan Kass, VP, Chief Financial Officer and Treasurer

Dated: Nov 17, 2026

Service Employees International Union Local 509, CTW, CLC

By:

Dave Foley, President

Dated: 11/16/26

Signature: Lynn Perry Wooten

Email: lynn.wooten@simmons.edu

Signature: Meghan E. Kass

Email: meghan.kass@simmons.edu

APPENDIX A – WAGE CHARTS

Standard Course Rates*			
	Step 1	***Step 2***	***Step 3***
Year 1 (effective Fall 2026)	$7,000.00	$7,210.00	$7,420.00
Year 2 (Effective 1/1/28)	$7,140.00	$7,354.20	$7,568.40
Year 3 (Effective 1/1/29)	$7,282.80	$7,501.28	$7,719.77
Year 4 (Effective 1/1/30)	$7,428.46	$7,651.31	$7,874.16

*****Rates listed are for 3-credit courses taught in 3-credit programs and 4-credit courses taught in 4-credit programs. Courses of different credit values will be prorated based on their program type and number of credits as outlined below.

Prorated per-credit rates				
		Step 1	***Step 2***	***Step 3***
Year 1 (effective Fall 2026)	***3-credit Programs***	$2,333.33	$2,403.33	$2,473.33
	4-credit Programs	$1,750.00	$1,802.50	$1,855.00
Year 2 (Effective 1/1/28)	***3-credit Programs***	$2,380.00	$2,451.40	$2,522.80
	4-credit Programs	$1,785.00	$1,838.55	$1,892.10
Year 3 (Effective 1/1/29)	***3-credit Programs***	$2,427.60	$2,500.42	$2,573.25
	4-credit Programs	$1,820.70	$1,875.32	$1,929.94
Year 4 (Effective 1/1/30)	***3-credit Programs***	$2,476.15	$2,550.44	$2,624.72
	4-credit Programs	$1,857.11	$1,912.83	$1,968.54

Lab Rates			
	Step 1	***Step 2***	***Step 3***
Year 1 (effective Fall 2026)	$5,000.00	$5,150.00	$5,300.00
Year 2 (Effective 1/1/28)	$5,100.00	$5,253.00	$5,406.00
Year 3 (Effective 1/1/29)	$5,202.00	$5,358.06	$5,514.12
Year 4 (Effective 1/1/30)	$5,306.04	$5,465.22	$5,624.40

Clinical Hourly Rates			
	Step 1	***Step 2***	***Step 3***
Year 1 (effective Fall 2026)	$84.24	$86.77	$89.29
Year 2 (Effective 1/1/28)	$85.92	$88.50	$91.08
Year 3 (Effective 1/1/29)	$87.64	$90.27	$92.90
Year 4 (Effective 1/1/30)	$89.40	$92.08	$94.76

Practicum/Per-Student Rates			
	Step 1	***Step 2***	***Step 3***
Year 1 (effective Fall 2026)	$450.00	$463.50	$477.00
Year 2 (Effective 1/1/28)	$459.00	$472.77	$486.54
Year 3 (Effective 1/1/29)	$468.18	$482.23	$496.27
Year 4 (Effective 1/1/30)	$477.54	$491.87	$506.20