

**AGREEMENT**

**BETWEEN**

**WORKERS UNITED SOUTHERN REGION,  
SERVICE EMPLOYEES INTERNATIONAL UNION**

And

**DUKE UNIVERSITY**

from

June 30, 2025, through June 30, 2028  
(Expiring at Midnight on June 30, 2028)

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This Agreement is entered into this the 30<sup>th</sup> day of June 2025, by and between DUKE UNIVERSITY (hereinafter referred to as “Duke” or the “University”) and WORKERS UNITED SOUTHERN REGION OF THE SERVICE EMPLOYEES INTERNATIONAL UNION, CLC/CTW (hereinafter referred to as “SEIU” or the “Union”), wherein it is mutually agreed as follows.

## **Article 1 – Recognition and Bargaining Unit Description**

**Section 1.** Pursuant to the Certification of Representative issued by the National Labor Relations Board in Case No. 10-RC-169472, Duke recognizes the Service Employees International Union Local, CLC/CTW, as the exclusive collective-bargaining representative of the following faculty members: Included in the bargaining unit are all full-time and part-time non-regular-rank faculty who teach undergraduate or graduate-level credit-earning courses or labs (including but not limited to the following titles: Adjunct Professors, Lecturing Fellows, Lecturers, Consulting Professors, Consulting Associates, Scholars in Residence, and Instructors) employed by Duke in academic programs housed at its campus in Durham, North Carolina, including the Trinity College of Arts & Sciences, the Graduate School, and the Center for Documentary Studies.

**Section 2.** Excluded from the bargaining unit, and thus not subject to the terms contained in this agreement, are all regular rank faculty (including but not limited to tenured faculty, tenure-track faculty, Professors of the Practice, Clinical Professors, Research Professors, and Lecturers), distinguished service faculty, employees in research positions (Senior Research Associate, Research Associate, Senior Research Scholar, Research Scholar, Senior Research Scientist, Research Scientist, and Lab Administrator) who do not teach more than one credit-earning course during an academic year, Visiting Faculty who have full-time appointments in another educational institution and who teach exclusively at Duke for no more than two years, Post-Doctoral Associates, and emeritus faculty; all faculty at locations other than the facilities described above; all faculty teaching online courses only; employees who do not teach undergraduate or graduate-level credit-earning courses or labs; faculty at the Duke Divinity School, Duke Kunshan University, Duke-NUS Medical School, Fuqua School of Business, Nicholas School of the Environment, Pratt School of Engineering, Sanford School of Public Policy, Duke Law School, Duke University School of Medicine, Duke University School of Nursing, and Duke University Health System; faculty paid by entities other than Duke University (including governments and organizations); all administrators (including deans, directors, provosts, and chairs who may have teaching assignments); athletic coaches; all other employees employed by Duke University (including those who teach a class or course and are separately compensated for such teaching); curators; and managers, confidential employees, office clerical employees, professional employees, guards, and supervisors as defined by the National Labor Relations Act.

## **Article 2 – Management Rights**

**Section 1. Reservation of Management Rights.** The union recognizes that management of the University is vested exclusively in the University. Accordingly, the University reserves and retains each of the rights, management functions, privileges and prerogatives which it would have in the absence of this Agreement, regardless of the frequency or infrequency with which such rights have

been exercised in the past, whether written or unwritten, except to the extent such rights, management functions, privileges and prerogatives have been clearly abridged by an express provision of this Agreement. These management rights are retained and vested exclusively in the University and may be exercised by the University at its sole discretion.

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

1. all rights and prerogatives granted by applicable law;
2. the right to determine, modify, control, implement and effect the University's mission, programs, objectives, activities, resources, and priorities;
3. the right to direct, modify and control University operations;
4. the right to establish or modify the academic calendars, including holidays and holiday scheduling;
5. 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;
6. the right to establish and require bargaining unit employees to observe University rules and regulations;
7. the right to maintain and enforce the Duke University Faculty Handbook and to amend, change or rescind any rules, processes or procedures contained therein so long as not inconsistent with an express provision contained in this Agreement;
8. the right to alter, extend, add or discontinue the use of existing equipment, facilities, and locations of operation;
9. the right to unilaterally make all decisions regarding recruiting and hiring of bargaining unit employees;
10. the right to determine or modify the number, qualifications, scheduling, responsibilities and assignment of employees provided that such decisions do not alter the terms of an existing appointment letter;
11. 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;
12. the right to determine, maintain and modify all training requirements for bargaining unit employees, including but not limited to orientation;
13. the right to determine the proper method of instruction, to modify or introduce new methods of instruction or eliminate methods of instruction;
14. the right to determine or modify the required course load and/or hours of work;
15. the right to evaluate, determine the content of evaluations, and determine the processes and criteria by which bargaining unit employees' performance is evaluated;
16. the right to discipline or dismiss bargaining unit employees for just cause;
17. the right to assign bargaining unit employees to their work locations;
18. the right to schedule hours of work;
19. the right to layoff bargaining unit employees provided the Union is given sixty (60) days advance notice when possible and subject to effects bargaining upon demand by the Union if required by applicable law; and

20. the right to subcontract all or any portion of any University operations, provided no bargaining unit faculty members lose employment or suffer a diminution of compensation or benefits as a result of the decision to subcontract bargaining unit work.

**Section 3. Includes Academic Rights.** The Management Rights defined by this Article include the sole and exclusive right of the University to make all decisions regarding academic matters including the academic course of the University. This includes the right of the University to determine how the University will be governed; to determine the University's organizational structure; to determine the establishment of schools, colleges, centers, institutes, departments, divisions and other units of the University; to expand or contract the University 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 the University, 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 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 the University 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 the University.

**Section 4.** The University, 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 the University from exercising the same in some other way.

**Section 5. Intended Effect.** The union understands and agrees that this article contains a clear and unmistakable waiver of rights such that the University will have no duty to bargain with the Union over the decision to exercise a management right. When possible, the University will provide the Union with at least thirty (30) days' notice in advance of exercising a management right which affects bargaining unit faculty and will meet and confer with the Union upon request. This meet and confer commitment is not an obligation to bargain over the decision and if after the meet and confer obligation is met (which will last longer than thirty (30) days only by mutual agreement) the University may move forward with the implementation of the decision at issue. The Union retains the right to request effects bargaining over the impact of such decisions.

**Section 6.** No action taken by the University with respect to a management or academic right shall be subject to the grievance and arbitration procedure established by the Agreement, or collateral lawsuit, unless the exercise of such right violated an expressly written provision of this Agreement.

### **Article 3 - Union Representation**

**Section 1.** Union Staff Representatives will be allowed access to the premises of the University for meetings with bargaining unit faculty members, the Employer, or to conduct other Union business with advance notice to the designated Staff and Labor Relations representative. Union Staff Representatives are prohibited from disrupting the normal business operations and/or educational activities of the University. The Union agrees to comply with all University policies, procedures and regulations regarding the use of University facilities. If Union Staff Representatives function in a manner that the University reasonably believes disrupts the educational activity and/or business operations, then the University shall contact the Union and the parties shall meet within 24 hours to resolve the matter.

**Section 2.** The Union may appoint a reasonable number of bargaining unit employees to serve as "Bargaining Unit Representatives." By October 15 of each year, the Union shall provide the University with a list containing the bargaining unit faculty members who will serve in this role. The University shall have no obligation to recognize these representatives until the list designating them as such is received. Such list can and must be periodically updated if the individuals serving in this role change. The function of these Bargaining Unit Representatives shall be to inform bargaining unit members of their rights under this agreement, to ascertain whether the terms of this agreement are being followed, upon request from a bargaining unit member to represent that employee during an investigatory meeting which the bargaining unit employee reasonably believes might lead to their being disciplined or to attend a meeting where a disciplinary decision is to be administered and to investigate and assist the bargaining unit member in the adjustment of grievances.

**Section 3.** The Union, through the Bargaining Unit Representatives identified in Section 2, will be permitted to post notices to bargaining unit faculty on physical University bulletin boards as designated by the University. These bulletin boards shall be the sole and exclusive locations for the Union to post notices to bargaining unit employees on University property. The content of these notices shall be limited to legitimate and appropriate union business related to the bargaining unit and will not contain any materials derogatory of the University, administration or any member of administration. Prior to posting, the Union will provide a copy to the University for preview. If the University has any objection to the proposed posting, it will raise that objection promptly and the Union will not post the communication until the dispute is resolved. The University commits to a prompt resolution of such disputes and to act in good faith in attempting to do so. The Union will monitor these postings and shall promptly remove any inappropriate or outdated material.

**Section 4.** Up to twenty-five (25) times in a calendar year, the Union may request a meeting space on campus for the sole purpose of meeting with bargaining unit faculty members. Such requests shall not be unreasonably denied. The Union will follow University policy for reserving a meeting space but will not make a request to reserve such meeting space more than thirty (30) days in advance of the proposed meeting date.

**Section 5.** At the conclusion of any general orientation session for new bargaining unit faculty (or other time as mutually agreed upon by the parties as more appropriate), a Union representative will be allowed up to thirty (30) minutes to address the bargaining unit faculty in attendance. Prior to the orientation session, the University will provide the union with a list of new bargaining unit faculty scheduled to attend the session. That list will include name, department, job title, home phone and personal email address to the extent available to the University. The Union agrees that only non-controversial information concerning the Union will be presented.

#### **Article 4 - Union Security and Dues Check-Off**

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

**Section 2. Revocation of Authorization.** This authorization will remain in effect for one (1) year, without regard to whether an employee is a union member during that period, and will automatically be renewed from year to year for a period of one (1) year unless properly revoked. A bargaining unit employee can revoke this authorization by sending written notice by certified mail to the employer and to the Union not more than twenty (20) days and not less than ten (10) days either (1) before the expiration of each yearly period, or (2) before the expiration of the union's contract with the employer, whichever is sooner.

Any authorization to withhold monies under this Article shall also terminate and the withholding obligation cease immediately upon the termination of a bargaining unit employee's employment with the University.

**Section 3. Amount of Service Fees.** The Union shall establish and certify in writing or electronically to the University's Office of Human Resources the current rate of Union service fees and will promptly advise the University of any change in the amount of service fees. The Union will also provide the University with a copy of the dues deduction authorization form being used with bargaining unit employees.

**Section 4. PAC Contributions.** The University also agrees to deduct voluntary contributions authorized by a bargaining unit employee to the Workers United Southern Region, SEIU Committee on Political Education (COPE) (“Workers United for Political Power”) and to remit said contribution to the Union using the same time limits and at the same time Union dues and agency fees are remitted. These contributions must be authorized in writing by the bargaining unit employee and are strictly voluntary and can be in any amount determined by the bargaining unit employee.

**Section 5. Indemnification.** It is agreed that the University shall assume no financial obligation arising out of the provisions of this Article. The Union agrees to indemnify, at the University’s request to defend and to hold the University, and all University agents, harmless from any and all claims, demands, liabilities, responsibilities, suits, debts, damages, court orders or judgments that may arise out of any action taken in accordance with the provisions in this Article. The Union assumes full responsibility for the disposition of monies deducted under this Article once they have been turned over to the duly authorized representative of the Union.

**Section 6. Missing or Incorrect Deductions.** The Union may report what it believes to be missing or incorrect deductions as they become known. In the event the University incorrectly processed a payroll deduction for a bargaining unit employee, then the University will correct the error in the next pay period following mutual agreement that the deduction was incorrect. In the event the Union submits incorrect deduction amounts or omits amounts due, the adjustments will be included in the next deduction file submitted to the University.

#### **Article 5 - Bargaining Unit Information**

**Section 1.** One (1) business day after the end of the drop/add period of each fall and spring semester, the University will provide a preliminary list containing the information set forth below to the bargaining unit member designated by the Union as the representative for receipt of such information. Then, as soon as reasonably practicable but no later than twenty-one (21) calendar days after the end of the drop/add period of each fall and spring semester, the University will provide to the same designated bargaining unit member the following information, to the extent it is available in the University’s information system, regarding each bargaining unit employee teaching that semester:

1. Name, employee ID number, University email address, home address, home or personal cell phone number, and the employee’s personal email address;
2. Initial date of hire;
3. Faculty rank;
4. Length of individual appointment;
5. All courses assigned to the employee for the applicable semester;
6. Any other job responsibilities assigned to the employee for the applicable semester;
7. Compensation;
8. For any bargaining unit employee to whom a course was assigned and subsequently cancelled, the name of the employee, the assigned course and a brief statement of the reason the course was cancelled.

## **Article 6 - Equal Employment Opportunity and Non-Discrimination**

**Section 1.** Duke University prohibits discrimination and harassment, and provides equal employment opportunity without regard to race, color, religion, national origin, disability, veteran status, sexual orientation, gender identity and expression, sex, age or genetic information. Duke is committed to recruiting, hiring and promoting qualified minorities, women, individuals with disabilities, and veterans.

**Section 2.** The University and the Union agree not to discriminate against or harass any bargaining unit employee based on these characteristics. The University and the Union further agree not to retaliate against any person who in good faith reports discrimination or who testifies, assists or participates in any investigation, proceeding or hearing involving a complaint of discrimination. The University's policies on discrimination, harassment and retaliation can be found on the University's website and may be revised by the University from time-to-time.

**Section 3.** The University and the Union agree not to unlawfully discriminate against any bargaining unit employee on the basis of Union membership or Union activity (support for or opposition to the union).

## **Article 7 – Academic Freedom**

**Section 1.** Subject to any applicable legal restrictions, bargaining unit employees shall be provided Academic Freedom as defined by the Duke University Faculty Handbook, Appendix C, Part I, as amended from time to time pursuant to the established shared governance procedures and the discretion of the University. Part I currently defines Academic Freedom as the freedom:

1. To teach and discuss in his or her classes any aspect of a topic pertinent to the understanding of the subject matter of the course being taught;
2. To carry on research and publish the results subject to the adequate performance of his or her other academic duties; and
3. To act and speak in his or her capacity as a citizen without institutional censorship or discipline.

**Section 2.** Bargaining unit employees shall have the responsibilities to students set forth in the Duke University Faculty Handbook, Chapter 6, as amended from time to time pursuant to the established shared governance procedures and the discretion of the University.

**Section 3.** If there is a standard course syllabus, an employee covered by this Agreement who is teaching a course for the first time at the University shall receive from the Dean/Department Chair/Program Director, or designee, within a reasonable time before the beginning of his or her teaching assignment, a copy of the standard course syllabus to be used in the course.

**Section 4.** Employees covered by this Agreement will follow the University's policy on academic dishonesty and the student code of conduct and other rules and regulations governing students' and faculty members' work expectations.

**Section 5.** Employees covered by this Agreement shall report promptly to their Dean/Department Chair/Program Director matters requiring potential academic or non-academic disciplinary action against students under applicable policies and procedures relating to academic integrity and codes of conduct, and shall participate or cooperate, as directed by the University, in any resulting disciplinary proceedings in accordance with those policies and procedures

**Section 6.** As members of learned professions, bargaining unit employees covered by this Agreement should remember that the public may judge their professions and their institution by their actions. They should also remember that in a deeper sense they cannot separate freedom as a member of the academic community from their responsibility as a privileged member of society. While the University will always protect freedom to espouse an unpopular cause, bargaining unit employees have a responsibility not to involve the University. Hence, when speaking, writing, or acting in the capacity of a private citizen, they should make every effort to indicate that they are not spokespersons or representatives of the University.

## **Article 8 – Appointments**

### **Section 1. Instructors**

- a. Instructors teach full-time or part-time and may have administrative duties as agreed upon by the Instructor and the University. Instructors shall have either a PhD or a terminal degree and should be well qualified to teach at the undergraduate level. An exception to the degree requirement can be made at the University's sole discretion with the approval of the Dean or designee. Any current or future bargaining unit faculty member hired under an exception to the degree requirement will not be denied re-appointment because they do not have a PhD or a terminal degree.
- b. If an Instructor is being hired to replace a faculty member(s) on leave of absence or sabbatical, or is being hired for other reasons that then have a temporary or unpredictable nature, including but not limited to, covering for a faculty member who received a course release; covering additional course needs of a department; supporting a faculty member who needs a flexible work arrangement; addressing the interest of a department to test out or try a course; meeting an increase in student demand for a particular course when the long term demand is not clear, etc.:
  - i. The initial appointment may be for one (1) semester, but will be for no longer than one (1) fiscal year and may be renewed for a subsequent semester or year at the University's sole discretion in order to fulfill the departmental or program need.
- c. Current or newly hired Instructors in this category who complete or have completed four (4) or more years of consecutive service at Duke with satisfactory performance evaluations shall be offered a three (3) year appointment, subject to the provisions contained in Section 5 of this Article, and may be reclassified as a Lecturing Fellow. In limited cases where the faculty member's recent performance has not been sufficiently satisfactory, the University may offer a one (1) or two (2) year appointment

instead of a three (3) year appointment or non-reappointment. A faculty member who is given such a one (1) or two (2) year appointment will be eligible to be reviewed for a three (3) year appointment at the end of such one (1) or two (2) year appointment. Instructors on three (3) year appointments shall be evaluated in the Spring Semester of the second (2<sup>nd</sup>) year of the appointment.

- d. Current Instructors in this category who complete or have completed ten (10) or more years of consecutive full-time service at Duke with satisfactory performance evaluations shall be reclassified as a Lecturing Fellow.

## **Section 2. Instructor Bs**

If an Instructor B is leading labs or discussion sections, or engaging in other instructional activities that do not include independently teaching a course they may:

- a. Be offered a one (1) semester, but not longer than one (1) fiscal year appointment that may be renewed at the University's sole discretion for one (1) year appointments subject to receiving satisfactory evaluations and the needs of the department. If the appointment is renewed, the Instructor B shall receive an evaluation each year during the Spring Semester.
- b. Current or newly hired Instructor Bs who complete or have completed three (3) or more years of consecutive service at Duke with satisfactory performance evaluations shall be offered a two (2) year appointment, subject to the provisions contained in Section 5 of this Article. After completing five (5) years of consecutive service at Duke with satisfactory performance, Instructor Bs will be offered three (3) year appointments, going forward subject to the provisions contained in Section 5 of this Article. In limited cases, where the faculty member's recent performance has not been sufficiently satisfactory, the University may offer a one (1) or two (2) year appointment instead of a three (3) year appointment or non-reappointment. A faculty member who is given such a one (1) or two (2) year appointment will be eligible to be reviewed for a three (3) year appointment at the end of such one (1) or two (2) year appointment. Instructor Bs on three (3) year appointments shall be evaluated in the Spring Semester of the second (2<sup>nd</sup>) year of the appointment.

**Section 3. Lecturing Fellows.** Lecturing Fellows teach full-time or part-time and may have some administrative duties and/or research obligations as agreed upon by the Lecturing Fellow and the University. Lecturing Fellows shall have either a PhD or terminal degree, should be well qualified to teach at the undergraduate level, and should be prepared to draw on their disciplinary training and interest to design courses. An exception to the degree requirement can be made at the University's sole discretion with the approval of the Dean or designee. Any current or future bargaining unit faculty member hired under an exception to the degree requirement will not be denied re-appointment because they do not have a PhD or a terminal degree.

- a. The initial appointment for a Lecturing Fellow that is not appointed on a per course basis will be for one (1), two (2) or three (3) years at the University's sole discretion. Irrespective of the length of the initial appointment, if reappointed, that reappointment may also be for

the duration of one (1), two (2) or three (3) years subject to the provisions contained in Section 5 of this Article. If a Lecturing Fellow receives two consecutive one (1) year appointments, if reappointed the next appointment will be for three (3) years.

- b. Current or newly hired Lecturing Fellows who complete or have completed five (5) or more years of consecutive service at Duke with satisfactory performance evaluations shall be offered a three (3) year appointment subject to the provisions contained in Section 5 of this Article. In limited cases where the faculty member's performance has not been sufficiently satisfactory, the University may offer a one (1) or two (2) year appointment instead of a three (3) year appointment or non-reappointment. A faculty member who is given such a one (1) or two (2) year appointment will be eligible to be reviewed for a three (3) year appointment at the end of such one (1) or two (2) year appointment.
- c. Lecturing Fellows hired on a per course basis will be appointed for an initial one (1) semester or one (1) year appointment and will be eligible for reappointment for up to an additional one (1) year appointment subject to the provisions contained in Section 5 of this Article. Current or newly hired Lecturing Fellows in this category who complete or have completed three (3) or more years of consecutive service at Duke with satisfactory performance evaluations shall be offered a two (2) year appointment subject to the provisions contained in Section 5 of this Article. After completing five (5) years of consecutive service at Duke with satisfactory performance evaluations, Lecturing Fellows in this category will be offered three (3) year appointments going forward subject to the provisions contained in Section 5 of this Article. In limited cases where the faculty member's recent performance has not been sufficiently satisfactory, the University may offer a one (1) or two (2) year appointment instead of a three (3) year appointment or non-reappointment. A faculty member who is given such a one (1) or two (2) year appointment will be eligible to be reviewed for a three (3) year appointment at the end of such one (1) or two (2) year appointment. Instructors on three (3) year appointments shall be evaluated in the Spring Semester of the second (2<sup>nd</sup>) year of the appointment.
- d. If a one (1) year appointment is renewed for one (1) year, the Lecturing Fellow shall receive an evaluation each subsequent year during the Spring Semester.
- e. Lecturing Fellows on two (2) year or three (3) year appointments shall be evaluated in the Spring Semester of the second (2<sup>nd</sup>) year of the appointment.

**Section 4.** A year for purposes of calculating service credit under this Article shall be considered any academic year in which the bargaining unit faculty member teaches more than one course, is on payroll for research, instructional, or administrative activity, or is on an approved leave of absence.

**Section 5.** Bargaining unit faculty members, who are otherwise eligible for a multi-year appointment based on years of continuous service, will be reappointed absent one of the following disqualifying circumstances:

- a. Unsatisfactory performance. The University agrees that any bargaining unit faculty member who is not given a multi-year appointment when otherwise eligible for one (which includes a decision not to re-appoint) due to a performance related reason(s), may grieve that decision under Article 21- Grievance and Arbitration Procedure, subject to the standard of whether the University acted reasonably, i.e. a reasonable discretion standard.
- b. Elimination or downsizing of a department or program; a reduction in the number of courses or sections offered; or other general curriculum modifications or needs;
- c. The hiring of a Regular Rank faculty member, or the decision to have a current Regular Rank faculty member teach a course, that has the effect of reducing the need for a bargaining unit faculty member;
- d. Serious financial considerations impacting Duke University that warrant reductions in the need for bargaining unit faculty.

A decision by the University not to re-appoint a bargaining unit faculty member based on the circumstances identified in sub-sections b, c, or d above is not subject to arbitration. If there is a dispute regarding the facts used to justify the non-reappointment, the Union may file a grievance under Article 21 - Grievance and Arbitration and the parties will attempt to resolve that dispute through the grievance process. The union may request effects bargaining for faculty not reappointed under this provision.

The University may decide to terminate a bargaining unit faculty member prior to the end of a multi-year appointment for misconduct, neglect of duty, failure to follow University, school or department policies and procedures, or similar conduct subject to the just cause standard. Such decisions are subject to the grievance and arbitration process outlined in Article 21- Grievance and Arbitration Procedure.

If the University decides not to renew the appointment of a bargaining unit faculty member, the University will provide that faculty member with 5.5 months advance notice before the end of the appointment term.

## **Article 9 – Course Assignments and Cancellations**

### **Section 1. Course Assignments**

- a. The University retains the discretion to determine the appropriate faculty member who is to teach a given course. The University will exercise that discretion in a manner consistent with each bargaining unit faculty member's individual appointment contract. When the University exercises discretion to assign a course to a bargaining unit faculty

member, the University will notify that faculty member of the proposed course assignment by sending them an appointment letter as soon as practicable but at least three (3) months prior to the start of the applicable Fall or Spring semester (and one (1) month prior to the start of a Summer Session term). A bargaining unit faculty member who is notified of a proposed course assignment shall communicate acceptance of that course assignment by executing the appointment letter within two (2) weeks of receiving notice of the proposed assignment. If the bargaining unit faculty member either declines the assignment or fails to provide timely written notice to the University of acceptance of the course assignment, the University may offer the course assignment to another candidate. A bargaining unit faculty member may agree to teach a course with less than three (3) months prior notice for the Fall and Spring semester.

- b. Unless otherwise authorized by the University, all full-time faculty members are expected to teach five (5) courses between the Fall and Spring semester of an academic year, as this constitutes a full or normal teaching course load. Bargaining unit faculty members may, however, be offered and accept additional courses to teach.
- c. For the Fall and Spring semesters, bargaining unit faculty members on a two (2) year or longer appointment shall be assigned the same number of courses based on the average of what they taught in the previous three (3) years, excluding periods of leave of absence. This shall be known as the three (3)-year lookback. The parties agree to establish a cap on the 3-year lookback, which is a maximum of five (5) courses. In the event that a bargaining unit faculty member teaches any more than five (5) courses, the additional courses shall not be counted in the lookback. For the avoidance of doubt or confusion, in the event a bargaining unit faculty member takes a leave of absence, the three (3)-year lookback will be comprised only of the three (3) years that the bargaining unit faculty member actually taught courses.
- d. In the case of Lecturing Fellows hired on an initial 3-year appointment, the bargaining unit faculty member will be offered the normal course load for Lecturing Fellows in the program/department or a course load that was agreed upon at the time of hiring.
- e. If the University, in exercising its discretion, decides to assign the course to a bargaining unit faculty member, the University will give preference to a bargaining unit faculty member who designed the course or who satisfactorily taught the course within the previous three (3) academic years. When there is more than one bargaining unit faculty member who has taught the course satisfactorily in the previous three (3) academic years, the course will first be offered to the bargaining unit faculty member who has the most years of service at Duke in a bargaining unit position.

**Section 2. Cancellations.** If after a bargaining unit faculty member has accepted the course assignment, the University decides to cancel the assigned course, the Department will make a reasonable effort to assign the faculty member other comparable responsibilities for which the faculty member is qualified, such as alternative courses, informal seminars or public lectures. If those other duties are offered and accepted, there will be no impact on the faculty member's compensation. If no alternative duties are identified, the faculty member will be paid a course

cancellation fee equal to fifteen percent (15%) of the per course amount that they would have been paid if they had taught the course. If University offers the faculty member other comparable responsibilities which the faculty member declines to perform, there shall be no course cancellation fee due. The obligation to make a reasonable effort to find other comparable duties and the entitlement to a course cancellation fee do not apply to Summer Session terms.

### **Article 10 - Posting and Filling of Vacancies**

**Section 1.** During the life of this agreement, the University will post open full-time bargaining unit positions electronically on a central website.

**Section 2.** Qualified bargaining unit faculty members may apply for such positions and will be given the same good faith consideration as other applicants.

**Section 3.** The University will fill open bargaining unit faculty positions by selecting the applicant who is, in the University's sole judgement, best qualified for the position based on the candidate's education, training, experience, skill and ability. This includes the right to select an external candidate who in the University's sole judgement is the best qualified candidate. In the event two or more bargaining unit members apply for an open position and, in the University's judgment those applicants are equally qualified, then the applicant with the most service in a bargaining unit position will be selected.

### **Article 11- Orientation Programs**

Prior to the first week of the Fall and Spring semesters of each academic year, bargaining unit faculty members in the Trinity College of Arts and Sciences, the Graduate School and the Center for Documentary Studies who are new hires will be provided with a new hire orientation. The orientation will provide an introduction to the University's teaching mission and philosophy, student affairs programs, the faculty handbook, instructional technology services and library resources, security and campus safety, and other pertinent information. Additionally, new hires may also receive department/program specific orientation designed to address relevant departmental/program operations, space and computer allocations, resources, and policies as well as provide an overview of teaching expectations and practices, which may include but not be limited to, course management and grade reporting systems.

Any current bargaining unit faculty member may attend an orientation described above.

### **Article 12 – Inclusion**

**Section 1.** Bargaining unit faculty members will be included on department, program, College and University listservs and at Management's reasonable discretion will be notified of all relevant academic and social programs in the same manner as all other University faculty.

**Section 2.** At the discretion of Management, bargaining unit faculty members will be notified of applicable department, program, College and University faculty meetings and shall have the right to attend and participate voluntarily in such meetings.

**Section 3.** With the approval of the Department Chair, departmental Director of Undergraduate Studies and Undergraduate Honors' Program Director, and the Thesis Committee Chair, bargaining unit faculty members may serve on undergraduate Honors' Thesis and Graduation with Distinction Committees.

**Section 4.** With the approval of the Department Chair, departmental Director of Graduate Studies, the Masters' Thesis Committee Chair, and when meeting the criteria of and approved by The Graduate School, a bargaining unit faculty member may serve as a member on a Master's Thesis Committee.

**Section 5.** When requested by a Department Chair, in consultation with the Director of Undergraduate Studies or the Director of Graduate Studies and approved by the College Dean of Undergraduate Studies, bargaining unit faculty may be approved to teach an independent study under the same conditions as other faculty.

**Section 6.** Bargaining unit faculty members may serve as departmental advisors after completing the required training or as mentors for students.

**Section 7.** If an appointment contract does not address workload or compensation related to work covered by this article, the faculty member shall not be required to perform such work.

### **Article 13 – Evaluations**

**Section 1.** The Department Chair or designee shall evaluate current and newly hired bargaining unit faculty members during the first three (3) years of employment and in the penultimate year of a multiyear appointment thereafter in accordance with the temporal length of contracts that are renewed. The parameters of the evaluation process are as follows:

1. For those bargaining unit faculty members who are hired for one (1) year or less, the Department Chair or designee, will, upon request from the faculty member, have an exit interview discussion with that faculty member and address their experiences teaching their courses as well as provide feedback about their courses based on their syllabi, whether the faculty member has achieved the goals specified in their course descriptions, and their student evaluations.
2. For those bargaining unit faculty members who are hired for any duration of more than one (1) year, they must complete a faculty self-assessment of no more than three pages which discusses the bargaining unit faculty member's accomplishments, strengths, and challenges in the domains specified in their contract (e.g., teaching, scholarship, and service if relevant) since the last appointment or reappointment evaluation.
3. The bargaining unit faculty member must also provide recent syllabi from each course taught since the last appointment or reappointment evaluation.
4. Student evaluations from all courses taught within the contract period since the previous evaluation must be provided.

5. A summary of classroom observation of the bargaining unit faculty teaching one (1) or more of their courses must also be provided by a faculty observer designated by the Department Chair.
  - a) The date and time of the classroom observation shall be decided in advance by mutual agreement between the Department Chair or designee and the bargaining unit faculty member. The designated observer shall write a summary of any classroom visit and shall provide it to the bargaining unit faculty member and the designator. The designated observer who writes the summary shall then meet with the bargaining unit faculty member and the designator to discuss the observation. The bargaining unit faculty member is free to add his or her own comments about the observation summary. Such summary by the designee, as well as any comments by the faculty member, shall become part of the faculty member's departmental personnel file.
  - b) The bargaining unit faculty member may request that a second classroom observation by a different member of the faculty be conducted and such request will not be unreasonably denied by the University. If the request for a second classroom observation is approved, the second observation will follow the same process outlined above.
6. The bargaining unit faculty member shall provide an updated curriculum vitae as part of their evaluation materials.
7. The Department Chair or designee shall provide written feedback (hard copy or electronic) to the faculty member, indicating, at a minimum, whether the overall evaluation was satisfactory or unsatisfactory. Absent extenuating circumstances, such written feedback shall be provided to the faculty member on or before May 31.

Additionally, current and newly hired bargaining unit faculty members who have completed or subsequently complete one (1) to three (3) years of service shall be evaluated in the semester preceding the end of their contract if it is less than three (3) years with no possibility of appointment or reappointment. For those faculty members who are on potentially renewable cycles of 3-year appointments, the evaluations will be conducted during the Spring semester of the penultimate year of each appointment contract prior to reappointment.

**Section 2.** The Department Chair or designee will review student evaluations and feedback each semester and meet with the bargaining unit faculty member if there are reasons for concern. Under no circumstance shall student evaluations be the sole criteria for adverse action against a bargaining unit faculty member.

## Article 14 - Discipline and Discharge

**Section 1.** The University reserves the right to discipline a non-probationary bargaining unit employee for just cause. Discipline may include a verbal warning, written warning, unpaid disciplinary suspension and/or discharge. The expiration of an appointment or the University's decision not to offer a bargaining unit employee reappointment shall not be considered disciplinary and thus, is not subject to the just cause standard. Discipline for purposes of this Article also shall not include performance reviews.

**Section 2.** A bargaining unit employee will be in a probationary status during their first semester teaching at the University. During this probationary period, a bargaining unit employee may be disciplined, including discharged, at the sole discretion of the University, with or without just cause. Such decision is not subject to the grievance-arbitration provision contained in Article 21.

**Section 3.** Either in addition to, or without, issuing discipline, the University may, in its sole discretion, identify remedial measures which it believes will help a bargaining unit employee address performance issues. If directed to do so by the University, the employee must comply with those remedial measures.

**Section 4.** At the discretion of the University, a bargaining unit employee may be placed on administrative leave in order to allow the University to investigate potential misconduct that may result in discipline or when the University deems it appropriate to remove the faculty member in order to prevent potential harm. This administrative leave will be paid unless there are allegations of serious criminal misconduct in which case the University has the discretion to make the leave unpaid. Being placed on administrative leave in this context is not considered disciplinary.

**Section 5.** The parties acknowledge the obligations created by NLRB v. J. Weingarten, Inc., and agree to comply with those legal principles. For example, a bargaining unit employee may request that a Union Representative be present at any investigatory meeting which the employee reasonably believes may lead to their being disciplined. The parties agree that the participation rights accorded that Union Representative in this context will be limited to those rights and limitations defined by the applicable legal principles.

Upon request, a bargaining unit employee may also have a Union Representative present at a meeting where discipline is to be administered.

## Article 15 - Personnel Files

The University will maintain a personnel file for each bargaining unit employee which will be retained in the employee's Department(s). A bargaining unit employee may review her/his personnel file by submitting a written request to the Department Chair or designee and scheduling an appointment to view the file. While the University will make a good faith effort to provide the bargaining unit employee with prompt access to her/his personnel file, the parties recognize that this may require advance notice of up to five (5) business day. Any scheduled inspection of a personnel file may be conducted in the presence of the Department Chair or designee. A bargaining unit employee may also have a Union representative present when the file is being reviewed. A

bargaining unit employee (or Union representative if present) may not alter or remove any document(s) or other item(s) from the personnel file. The employee may, however, submit a written request to the Department Chair or designee for a copy of specified documents in the employee's personnel file. To the extent not otherwise prohibited by law, the University will provide a copy to the employee, within a reasonable period of time, at no cost.

**Article 16 - Payday**

**Section 1.** The University will pay bargaining unit employees in accordance with all applicable federal and state legal requirements. Each bargaining unit employee must provide the University, in a timely fashion, with all required and/or requested documentation necessary for the University to process the pay roll.

**Section 2.** The payday shall be monthly. Bargaining unit employees will be provided with an itemized pay stub, in paper or electronic format at the University's discretion.

**Section 3.** The University pays employees through direct deposit and bargaining unit employees must provide the University with any bank information necessary to process that electronic deposit.

**Article 17 – Compensation**

**Section 1. Minimum Per Course Payment Rates.** Effective July 1, 2025, the University will implement the following minimum per course payment structure, with the indicated longevity steps, for bargaining unit members in Arts & Sciences, the Center for Documentary Studies and the Graduate School who are compensated on a per course basis for teaching during the academic year. Bargaining unit faculty who teach less than a full-credit course will receive a pro-rated per course amount. Thereafter, bargaining unit faculty members will move to the new per course minimum as determined by the process outlined in Section 5, on July 1 of each year of the contract. Bargaining unit faculty members eligible for a longevity step increase will receive that increase on July 1 following completion of their third or sixth year of service.

<b>Effective Date</b>	<b>0 to 3 years</b>	<b>4 to 6 years</b>	<b>&gt;6 Years</b>
<b>July 1, 2025</b>	<b>\$9,194</b>	<b>\$9,653</b>	<b>\$10,137</b>

Bargaining unit faculty members paid on a per course basis who at the time of contract ratification are receiving more than the identified per course minimum for their longevity step will continue to be paid that per course amount for the duration of this agreement and will receive an increase to their per course amount of \$150 in year one, \$75 in year two and \$75 in year three of this agreement.

**Section 2. Minimum Salaries.** Effective July 1, 2025, the University will implement the following minimum salary levels for full-time bargaining unit faculty members in Arts & Sciences, the Center for Documentary Studies and the Graduate School who are compensated on a salary basis in the indicated job titles. Thereafter, bargaining unit faculty members will move to the new minimum salary as determined by the process outlined in Section 5, on July 1 of each year of the contract. Bargaining unit faculty members eligible for a longevity step increase will receive that increase on July 1 following completion of their third or sixth year of service.

Effective Date	0 to 3 years	4 to 6 years	>6 Years
<b>July 1, 2025</b>			
<b>Instructor B</b>	<b>\$42,500</b>	<b>\$42,900</b>	<b>\$45,100</b>
<b>Instructor</b>	<b>\$52,050</b>	<b>\$54,600</b>	<b>\$57,300</b>
<b>Lecturing Fellow</b>	<b>\$56,050</b>	<b>\$58,850</b>	<b>\$61,800</b>

These full-time minimum salaries are based on the assumption that a faculty member teaches a full course load of five (5) courses combined in the Fall and Spring semester of an academic year. If a faculty member is asked and agrees to teach a sixth course in that academic year (Fall and Spring semester), in addition to their salary, that individual will be paid the applicable per course amount, at the applicable longevity step, for teaching that sixth course. Likewise, if pursuant to an appointment letter, a bargaining unit faculty member is teaching less than five (5) courses over the Fall and Spring semester of an academic year, but is asked and agrees to teach an additional course (s), in addition to their salary, that individual will also be paid the applicable per course amount, at the applicable longevity step, for teaching each extra course above the number of courses identified in the appointment letter.

**Section 3. Salaries above the Minimum.** Full-time bargaining unit faculty members paid on a salary basis but at a salary amount above the minimum for the applicable longevity step indicated above will receive a proportional increase using the same percentage as other members of the bargaining unit in each year of the contract calculated as follows. The salaries of all bargaining unit faculty members in this category (Salaries above the Minimum) will be totaled and then increased by the applicable percentage. That increased total will then be divided by the number of bargaining unit faculty members in this category to arrive at a fixed dollar amount for the proportional increase. Each bargaining unit faculty member in this category will then receive that dollar amount as an increase regardless of their salary effective in the first full pay period following July 1 in each year of the contract. To the extent a bargaining unit member in this category would receive a larger increase by moving to the applicable minimum salary for their longevity, that individual will move to the applicable minimum salary and will not receive the fixed dollar increase.

**Section 4. Minimum Hourly Music Rate.** Effective July 1, 2025, the University will implement the hourly rate minimums set forth below for bargaining unit faculty working in the Music Department and paid on an hourly basis. Thereafter, bargaining unit faculty members will move to the new hourly rates as determined by the process outlined in Section 5, on July 1 of each year of the contract, and in a manner consistent with the formula the parties agreed to utilized for purposes of arriving at the hourly wage rate. Bargaining unit faculty members eligible for a longevity step increase will receive that increase on July 1 following completion of their third or sixth year of service.

Effective Date	0 to 3 years	4 to 6 years	>6 Years
July 1, 2025	\$82	\$86	\$90

The formula utilized for arriving at the hourly wage rate is as follows:

(Per Course Rate ÷ 8 hours)/14 total weeks in a semester

**Section 5. Annual Increases.** During the remainder of the life of this agreement, starting with year 2, bargaining unit faculty will receive the same annual across the board wage increase percentage as is made available generally to Regular Rank faculty, on or about July 1 of each year.

### Article 18 – Benefits

**Section 1.** During the life of this agreement, bargaining unit faculty members will be eligible for benefits on the same terms and conditions as other benefits-eligible full-time and part-time employees of the University in accordance with the University’s eligibility criteria, policies, plan documents and insurance contracts as they may be amended by the University from time to time. To the extent those terms and conditions, including but not limited to plan designs and cost allocations, change for other University employees over the life of this agreement, they will change at the same time and in the same way for bargaining unit faculty members. The employee’s total work effort is counted for benefit eligibility purposes. For Applied Music Instructors, work effort is calculated at 1.67 hours per contact hour.

**Section 2.** The University has sole discretion to select or change any applicable insurance provider or to add or change third party administrators for its health insurance and other benefits plans at any time. Nothing in this Agreement shall preclude the University in its sole discretion from adding health insurance plan options. Nothing in this Agreement shall preclude the University in its sole discretion from deleting health insurance plan options.

**Section 3.** A benefits eligible employee with a nine-month appointment may choose to be paid over twelve months without any lapse in coverage from one academic or fiscal year to the next if still an active employee of the University.

**Section 4.** Bargaining unit faculty will be eligible to take a Temporary Parental Leave on the same basis and under the same terms as Regular Rank Faculty in the Trinity College of Arts & Sciences. This benefit will be defined by the Faculty Handbook, as amended from time to time.

**Section 5.** A full-time bargaining unit faculty member unable to complete the semester due to their own serious medical condition or that of an immediate family member, as defined by the FMLA, will receive up to one month of paid medical leave; after five years of service, up to two months; after ten years of service, up to three months.

## **Article 19 - Professional Development Fund**

**Section 1. Professional Development Fund.** The University shall maintain a Professional Development Fund available for use by bargaining unit employees only. The amount of \$35,000 shall be designated for the fund each academic year. Any unused dollars remaining in this Professional Development Fund at the end of one academic year will not roll over to the next academic year.

**Section 2. Application for Funds.** Bargaining unit employees who have completed their probationary period may apply for professional development funding through the University's Arts & Sciences Council. Bargaining unit employees who wish to seek reimbursement must submit a written request identifying the event or activity for which they are seeking reimbursement, the total amount of all associated costs/expenses and how participation in the event will enhance their pedagogy. With advance approval, reasonable costs associated with the professional development activity will be reimbursed. The bargaining unit employee will be asked to provide documentation of expenses upon request. Bargaining unit employees may not receive more than the maximum annual allotment each academic year from the Professional Development Fund. The maximum reimbursement for an individual bargaining unit employee shall be \$1,000 per academic year.

**Section 3. Support of Teaching.** Professional development funds shall be used exclusively to support attendance at an academic conference or other relevant professional development activity related to teaching, scholarship, artistic or professional practice at Duke University.

**Section 4. Denial Not Subject to Grievance Arbitration.** Denial of a request for professional development reimbursement can be grieved under Article 21 - Grievance and Arbitration but unresolved disputes cannot be advanced to arbitration under this agreement or any other Duke University dispute resolution procedure.

**Section 5. Preservation of Other Benefits.** If at the time of contract ratification, a bargaining unit faculty member has been provided with an individual professional development benefit, or a different type of professional development benefit, the University will preserve that benefit. Access to the pool of funds provided in Section 1 of this Article will be in addition to that individual or different benefit.

## Article 20 - Access to Services

**Section 1.** The University will provide a bargaining unit employee who has an appointment of one (1) academic year or longer with a computer in order to teach assigned courses during the term of the appointment in which they are teaching at the University (or continuously if they are reappointed or the parties reasonably expect the faculty member to be reappointed for the following semester or academic year until such time that the faculty member is no longer appointed). Each of those bargaining unit employees will be able to choose between a desktop or a laptop and between a Mac or PC. These computers will be replaced in accordance with the University's computer replacement policy, as amended from time to time at the University's discretion, which is applicable to bargaining unit employees on the same basis that it applies to faculty outside the bargaining unit. A bargaining unit employee whose appointment is shorter than one (1) academic year will be given access to a computer as necessary to teach assigned courses. All computers are considered University property and are required to be returned at either the end of the computer's lifecycle or the end of the bargaining unit employee's appointment.

**Section 2.** The University will provide bargaining unit employees with computer training and computer technical support that is equivalent to that provided to similarly-situated (e.g. same department and same or similar teaching responsibilities) non-bargaining unit faculty through the Office of Information Technology, the Provost's Office and its sub-units and/or the school or department based IT support staff.

**Section 3.** During the period of appointment in which they are teaching at the University, the University will provide bargaining unit employees with a Net ID/password, University email address, access to University Wi-Fi, access to available cloud storage and E-learning Platforms on the same basis that these resources are made available to similarly situated faculty outside the bargaining unit (e.g. same department and same or similar teaching responsibilities). Bargaining unit employees will continue to have access to these resources for thirty (30) days after their last day of appointment at the University. Access beyond thirty (30) days, may be requested through the Dean or the Dean's designee. Use of these resources shall be in accordance with University policy and procedure, as amended from time to time by the University.

**Section 4.** If materials, supplies and/or computer software needed to teach a course are not made available, a bargaining unit employee may request approval from the Dean or the Dean's designee to purchase such material, supplies or software. The Dean or designee will not unreasonably withhold approval of an appropriate request. If the bargaining unit employee's request is approved in advance, they will be reimbursed for such expense, upon submission of a receipt or other documentation of the expense, in accordance with the process used by other University employees for reimbursement of personal expenses.

**Section 5.** To the extent otherwise generally available, bargaining unit employees will have access to the printers, photocopiers, tech support and clerical/administrative support that is available in their Department and as is necessary to prepare for and teach assigned University courses during an academic term in which they are teaching at the University. Such access will be provided in accordance with University policies and procedures as amended by the University from time to time. The University will make a good faith effort to make these services available to bargaining unit employees who teach after 5 p.m. or on weekends on the same basis as such services are made available to all other University employees.

**Section 6.** Bargaining unit employees shall have access to appropriate space as determined by the University to prepare for class, hold office hours, to meet with students and to securely store teaching materials. The parties recognize and understand, however, that this does not obligate the University to provide bargaining unit employees with private office space. If a bargaining unit employee needs to meet in private and private space is not otherwise available, the employee can reserve available private space in the Department (e.g., a conference room) subject to the applicable room reservation policies and procedures, as amended.

If a bargaining unit employee is to be impacted by a Department decision to reallocate space, the University will provide at least thirty (30) days' advance notice, if possible, to the impacted employees. Upon request the University will meet with the impacted bargaining unit employees to listen in good faith to their input but after that meeting the University can move forward unilaterally with the reallocation. The intent is that this meet and confer process is to be completed in the thirty (30) day notice period contemplated by this section.

**Section 7.** Bargaining unit employees will be provided access to all standard University library resources and appropriate research databases necessary to teach or prepare to teach assigned courses for the term of their appointment and for thirty (30) thirty days after their last day of appointment at the University. Access beyond thirty (30) days, may be requested through the Dean or the Dean's designee.

**Section 8.** Bargaining unit employees shall continue to be eligible to attend the teacher and pedagogical training workshops offered on campus by the University.

## **Article 21 – Grievance and Arbitration Procedure**

**Section 1. Informal Resolution.** A bargaining unit employee may informally discuss any problem or concern with their Department Chair at any time. Nothing in this Article shall prevent such employee from resolving any problem or concern consistent with this Agreement and the law.

**Section 2. General Provisions.** For problems or concerns that cannot be resolved informally as discussed in Section 1 above, the parties desire a prompt and efficient method of resolving grievances, as defined herein. For the purposes of this Agreement, a grievance is defined as any dispute or disagreement concerning the interpretation, application or alleged violation of a specific term or provision of this Agreement, except as to those provisions which are expressly not subject to this Article, which arose during the term of this Agreement or any written extension

of it. Except as otherwise expressly provided in this Agreement, the procedure set forth in this Article is the sole and exclusive procedure for the resolution of grievances under this Agreement and excludes all bargaining unit employees from access to any other faculty dispute resolution process. Alleged violations of Article 6 - Equal Employment Opportunity and Non-Discrimination shall be subject to this grievance procedure, but no grievance shall be referred to arbitration unless: (1) the claim is not currently pending or has not previously been resolved in federal or state court, or in any state or federal agency; and (2) the grievant signs an agreement that arbitration will be the exclusive forum for such claims and waives his/her right to pursue such claims in court or in another forum. Class grievances alleging discrimination shall not be referred to arbitration unless each and every member of the class complies with the two conditions shown above.

**Section 3. Union Grievances.** When a bargaining unit employee or the Union (the "grieving party") believes that a term or provision of this agreement has not been followed, the grieving party may file a grievance with the University. To do so timely, the grieving party must file a grievance in writing with the Department Chair, and provide a copy to the University Office of Staff and Labor Relations, within twenty-one (21) calendar days after the occurrence of the incident causing the dispute (or after the employee or the Union knew or should have known about the incident). Failure by the grieving party to comply with this time limitation shall preclude the processing of the grievance. The grievance must be filed on the Grievance Form which the Union and the University have developed. The grieving party must generally describe the facts giving rise to the dispute, the section(s) of the Agreement which has allegedly been violated and the remedy being sought. The grievance must then be signed by the bargaining unit employee and/or a Union representative or be filed electronically by a Union Representative.

**Section 4. Grievance Process Steps.** Once a timely grievance is filed, the following steps shall be followed in the processing of that grievance. Any grievance filed by the Union on behalf of two or more bargaining unit employees, may be initiated at Step 2:

**Step 1.** Within ten (10) calendar days after receipt of the grievance, at a mutually acceptable time, the University's assigned Staff and Labor Relations Representative will convene a meeting which will involve the Staff and Labor Relations Representative, the Department Chair or equivalent, the grievant and a Union representative. With twenty-four (24) hours advance notice to the University, the Union may have a second Union Representative observer attend any grievance step meeting. The intent is to use this provision only when the Union views the grievance as unusually complicated or for training and when this right is exercised, the University may have an additional representative attend. During this meeting the parties will attempt to clarify and resolve the dispute. If the grievance is not resolved at this meeting, the Department Chair or designee will provide the Union with the University's written answer within ten (10) calendar days after the Step 1 meeting.

**Step 2.** In the event that the grievance is not resolved at Step 1, the Union may appeal the grievance to Step 2. If the Union decides to do so, they must provide written notice to the Staff and Labor Relations Representative within ten (10) calendar days after the issuance of the Step 1 answer that the Union wishes to move the grievance to Step 2. If the grievance is advanced to Step 2 timely, the Staff and Labor Relations Representative will schedule a meeting as soon as

practicable after receipt of the Step 2 grievance but within no more than ten (10) calendar days in an effort to resolve the grievance. This meeting will involve the Staff and Labor Relations Representative, the Divisional Dean, the grievant and a Union representative. If the grievance is not resolved at this meeting, the Divisional Dean or designee will provide the Union with the University's written answer within ten (10) calendar days after the Step 2 meeting.

**Step 3.** In the event the grievance is not resolved at Step 2, the Union may appeal the grievance to Step 3 by providing written notice to the Staff and Labor Relations Representative within ten (10) calendar days after the receipt of the Step 2 answer that the Union wishes to move the grievance to Step 3. If the grievance is advanced to Step 3 timely, the Staff and Labor Relations Representative will schedule a meeting as soon as practicable after receipt of the Step 3 grievance but within no more than ten (10) calendar days in an effort to resolve the grievance.

This meeting will involve the Staff and Labor Relations Representative, the Dean or Dean's designee, the grievant and a Union representative. If the grievance is not resolved at this meeting, the Dean or Dean's designee will provide the Union with the University's written answer within ten (10) calendar days after the Step 3 meeting.

**Step 4.** If the grievance is not resolved at Step 3, the Union (and only the Union) may appeal the matter to arbitration by giving notice to the University (to the designated Staff and Labor Relations Representative) within twenty-one (21) calendar days after receipt of the University's Step 3 answer. Failure to demand arbitration within this twenty-one (21) day period shall constitute resolution of the grievance on the basis of the University's Step 3 answer and will be a waiver of any right the Union might otherwise have to arbitrate the issue in dispute.

If the parties are unable to agree on an arbitrator to hear the matter, the Union will, within ten (10) calendar days after demanding arbitration, request that the Federal Mediation and Conciliation Service (FMCS) produce a panel of seven (7) neutral arbitrators. These potential arbitrators must also be members of the American Arbitration Association or the National Academy of Arbitrators. Either party can reject a panel one (1) time per arbitration in which case a second panel with the same criteria will be requested from FMCS.

The parties will alternately strike panel members (the Union will strike first in the first arbitration under this Agreement and the parties will alternate the strike progression with each subsequent arbitration) until one remains and they shall be the selected arbitrator.

The arbitration will be held in Durham, N.C., and will be conducted pursuant to the rules of the FMCS. Unless otherwise mutually agreed, each arbitration hearing shall deal with no more than one (1) grievance. If either the University or the Union raises an issue of procedural arbitrability at any time, the Arbitrator shall hear and decide the issue of procedural arbitrability first before hearing any substantive evidence.

The arbitrator will conduct a hearing to determine the relevant facts of the case. The arbitrator shall have no authority to add to, subtract from, alter or amend any of the provisions of this Agreement. The arbitrator will render a written decision within a reasonable time following the hearing. The decision and award of the Arbitrator shall be final and binding on the University, the Union and the grievant to the extent provided by law although each side retains the rights under applicable law to challenge the decision and award.

**Section 5: Mediation.** The Union and the University may agree to refer the issue to mediation at any time prior to issuance of a decision by the Arbitrator. To do so, the Union must file a request with the Director of Staff and Labor Relations. The purpose of mediation is to achieve through mutual efforts of both parties, a suitable resolution to the existing dispute.

**Section 6: Time Standards.** Each time requirement identified in this article is "of the essence" and must be followed. The time standards provided in this article may be extended only by mutual agreement between the Union and the University confirmed in a written document. For purposes of this documentation, an email requesting an extension and one confirming agreement to that extension will suffice. If the Union or any bargaining unit employee fails to meet any time standard contained herein, the grievance will be withdrawn and treated as resolved by the University's last answer. If the University fails to meet any time standard contained herein, the remedy shall be awarded to the grievant(s).

Calendar days shall not include University recognized holidays, any day in which University administrative offices are closed and the period of time from the last day of a semester to the first day of the following semester.

**Section 7: Fees and Expenses.** The fees and expenses of the arbitrator and the hearing room will be shared equally by the University and the Union.

**Section 8:** If a bargaining unit employee must miss a class because he/she is required to attend an arbitration, there will be no loss of compensation from the University for that faculty member.

## **Article 22 - No Strike - No Lockout**

**Section 1. Intent.** The parties recognize the sensitive nature of the University academic environment and the damage that could occur as a result of any disruption to the timely delivery of the University's educational services. As a consequence, it is the intent of the parties to settle disputes during the term of this Agreement either through informal means or, when that is not possible, through the Grievance and Arbitration procedure outlined in Article 21.

**Section 2. Prohibited Activity.** It is therefore agreed that during the term of this Agreement, or any written extension of this Agreement, neither the Union (including any agents of the Union), nor any bargaining unit employee, will threaten, instigate, authorize, establish, or participate in any primary strike, sympathy strike, work stoppage, work slowdown, withholding or delaying finalization of any grades, test results, evaluations or other documents, concerted failure or refusal to perform assigned work, or any other interference with or interruption of any of the University's

services or operations. Nothing in these prohibitions is intended to limit the Union's ability to prepare for lawful conduct to occur post contract expiration. It is agreed that bargaining unit employees are not required to cross the picket line of another union, if after making a reasonable effort to gain entry to a required or assigned work area, the employee(s) sincerely believes that such entry may result in physical violence or injury to said employee(s). Nothing in this Article is intended to waive the right of the Union or bargaining unit faculty members to aid, condone or support a strike called by another Union or group of employees not covered by this agreement provided the Union and bargaining unit faculty members do not engage in any conduct prohibited by this Section including a work stoppage or refusal to perform work.

**Section 3. Penalty.** Any bargaining unit employee who participates in any activity prohibited by this Article shall be subject to discharge or such lesser discipline as the University, in its sole discretion, shall determine. Any employee disciplined or discharged for failing to comply with this Article shall not have recourse to the grievance and arbitration procedure contained in Article 21 provided, however, that an employee who contends they did not engage in such prohibited conduct shall have access to the grievance arbitration process but the sole question for resolution will be whether he or she in fact participated in such prohibited activity.

**Section 4. Union Official's Responsibility.** In the event that any faculty member(s) violates the prohibitions identified in Section 2 above, the Union shall immediately inform such faculty member(s) through all reasonable means that such action is prohibited under this Agreement and that such faculty member(s) should cease such action and return to full, normal, and timely work. The Union shall also distribute to the faculty member(s) and the University 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 the University that there has been a violation of this Article. The Union will cover these no strike, no lockout obligations and commitments during the Union's general orientation discussion with new bargaining unit faculty.

**Section 5. No Lockout.** The University agrees that there shall be no lockout during the term of this Agreement or any written extension thereof.

**Section 6. Judicial Remedies.** In the event of conduct in violation of this Article, the University may immediately pursue, in any court of competent jurisdiction, whatever remedies are available to it.

### **Article 23 - Labor – Management Committee**

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

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

**Section 3.** Upon request by the Union, the Labor-Management Committee will meet up to four (4) times during each calendar year. The parties may mutually agree to cancel a scheduled meeting or to hold fewer than four (4) meetings per year. The Union must request each meeting at least four (4) weeks prior to the desired meeting date. The University will make a good faith effort to schedule that meeting as requested. The Union's designated Chair shall provide the University's designated Chair with a proposed agenda at least two (2) weeks in advance of the scheduled meeting date. The University may suggest additions or alterations to the agenda as proposed by the Union and will do so as soon as practicable after receiving the Union's proposed agenda.

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

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

#### **Article 24 - Savings Clause**

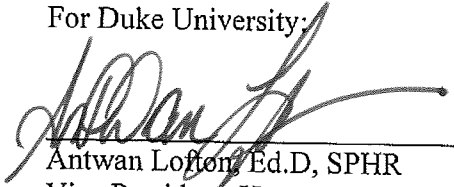
It is the intention of the parties that all parts of this Agreement be consistent with any and all applicable federal, state or local laws or regulations, now in place or subsequently enacted, and that all provisions contained herein are separable. If any Article or part of any Article in this Agreement is found to be illegal or invalid by a court of competent jurisdiction or authorized administrative agency because of conflict with any applicable law or regulation, such invalidity shall not affect any of the remaining Articles or parts of Articles contained in this Agreement. In such event, all other unaffected portions of this Agreement shall remain in full force and effect for the duration of this Agreement. Upon request from either party, the parties will meet and negotiate in good faith in an effort to reach a revised replacement agreement on the subject matter of the impacted provision.

## **Article 25 – Duration**

This Agreement be effective as of June 30, 2025, and remain in full force and effect until midnight June 30, 2028. The Agreement shall continue from year to year thereafter unless written notice of the desire to modify or terminate this Agreement is served by either party upon the other by certified mail, return receipt requested, at least sixty (60) days prior to the expiration of this Agreement. If such written notice is given, the Agreement shall terminate at midnight on June 30, 2028, or at midnight on any extended expiration date mutually agreed to and documented in a written agreement signed by the parties. When neither party gives such sixty (60) days' notice of the desire to modify or terminate, the Agreement shall automatically be renewed from year to year unless either party notifies the other party in writing of the desire to modify or terminate at least sixty (60) days prior to the end of any renewal period.

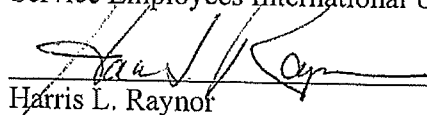
***[SIGNATURE PAGE TO FOLLOW]***

For Duke University:

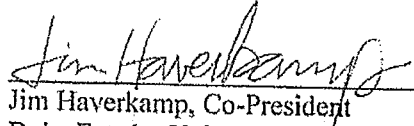
  
Antwan Lofton, Ed.D, SPHR  
Vice President, Human Resources

Dated: 9/9/2025

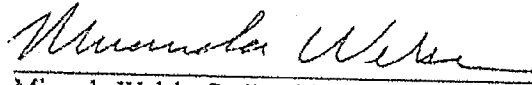
For Workers United Southern Region,  
Service Employees International Union:

  
Harris L. Raynor  
Asst. Southern Region Director,

Dated: 9/5/25

  
Jim Haverkamp, Co-President  
Duke Faculty Union

Dated: 9/3/25

  
Miranda Welsh, Co-President  
Duke Faculty Union

Dated: 9/3/25

Members of the 2025 Bargaining Committee:

- Eileen Anderson, Romance Studies
- Laura Bilanceri, Romance Studies
- Rene Caputo, Thompson Writing Program
- Sandra Cotton, Music
- Germain Choffart, Romance Studies
- Harry Karahalios, Romance Studies
- Alex Karsten, Classics
- Gerardo Pisacane, Romance Studies
- Cathy Shuman, English

## **Thompson Writing Program**

### **June 2025 Letter of Agreement**

Upon ratification of the 2025 CBA, the 2022 TWP MOA, and all terms and conditions set forth therein, will be rendered null and void. The contracts of all TWP bargaining unit faculty members will be subject to the same terms and conditions as all other bargaining unit faculty members set forth in the CBA, except as specified below.

#### **Section 1. Constellations**

For TWP bargaining unit faculty members teaching Writing 120 as part of a Constellation, in addition to their Writing 120-related coursework, faculty members in this category are expected to dedicate up to fifteen (15) hours per semester for purposes of sending correspondence, attending meetings, and participating in the experiential component of the Constellation.

## Side Letter Romance Studies

During the 2025 contract negotiations, the parties agreed to make certain changes to Article 9 – Course Assignments and Cancellations. These changes included, but were not limited to, how the parties defined a full or a normal course load and the lookback period.

Historically, as it relates to the lookback period, the parties agreed that Romance Studies appeared to have had a different practice of determining what constituted a full course load: specifically, some bargaining unit faculty could be assigned to teach six (6) courses. For those faculty members only, the parties agreed to create this side letter, which contains the following terms and conditions:

- a. For the Fall and Spring semesters, the Romance Studies bargaining unit faculty members set forth in subparagraph b below shall be assigned the same number of courses based on the average of what they taught in the previous three (3) years, excluding periods of leave of absence. This shall be their three (3)-year lookback. For these bargaining unit members, the parties agree to establish a cap on the 3-year lookback, which is a maximum of six (6) courses. In the event that one of these bargaining unit faculty members teaches any more than six (6) courses, the additional courses shall not be counted in the lookback.
- b. The terms of this Side Letter shall apply to the following Romance Studies Lecturing Fellows within the bargaining unit, as the University acknowledges that these Romance Studies faculty members have a three (3)-year lookback of six (6) courses as of June 30, 2025:
  - i. Eileen Anderson
  - ii. Lenardo Bacarreza
  - iii. Germain Choffart
  - iv. Rebecca Ewing
  - v. Ana Fernandez Gonzalez
  - vi. Christelle Gonthier
  - vii. Ashley Hobson
  - viii. Harry Karahalios
  - ix. Luis Navarro Roncero
  - x. Jacques Pierre
  - xi. Karine Provot
  - xii. Silvia Serrano
  - xiii. Maria Gutierrez
- c. As it relates to compensation for the bargaining unit faculty members listed in subparagraph b above, they will be the exception to Article 17: Compensation, Section 2: Minimum Salaries. For the Romance Studies bargaining unit faculty listed above, their full-time minimum salaries will be based on the assumption that the faculty member teaches a full course load of five (5) courses combined in the Fall and Spring semester of an academic year. If the Romance Studies faculty member is asked and agrees to teach a sixth course in that academic year (Fall and Spring semester), in addition to their salary, that faculty member will be paid, at minimum, the following rate for the sixth course:

- i. If the faculty member has completed 0 to 3 years of service: at the then current per course rate commensurate with that number of years of service, as set forth in Article 17: Compensation, Section 1: Minimum Per Course Payment Rates.
- ii. If the faculty member has completed 4 or more years of service: at the then current per course rate for 4 to 6 years of service, as set forth in Article 17: Compensation, Section 1: Minimum Per Course Payment Rates.

In the event that the Romance Studies bargaining unit faculty member is asked and agrees to teach a seventh course in that academic year (Fall and Spring semester), in addition to their salary and the per course rate set forth above for the sixth course, the bargaining unit faculty member will be paid, at minimum, the then current per course rate applicable to their years of service, as set forth in Article 17: Compensation, Section 1: Minimum Per Course Payment Rates.

- d. The terms and conditions set forth in this side letter shall become effective upon the date of ratification of the 2025 Agreement. In the event that any of the bargaining unit Romance Studies faculty members listed in subparagraph b above no longer has a 3-year lookback of six (6) courses, the provisions contained in this side letter will henceforth no longer be applicable to the bargaining unit member.

## Side Letter Benefits

In negotiating the first collective bargaining agreement in 2017, the parties discussed two side issues which were resolved as follows. First, if a definition of full or part time status for benefits eligibility purposes that is different from the University's has been applied to an individual or individuals in the bargaining unit (for example making them benefits eligible when teaching 4 instead of 5 courses), those individuals will not lose benefits eligibility as a result of the new collective bargaining agreement as long as they continue to perform at the same level of engagement or consistent with the level of engagement required by a given program or department policy (e.g. they continue to teach the same number of courses that made them benefits eligible before and after the contract is ratified or at or above the department or program's definition of full time). Conversely, if the individual's course load is reduced in a fashion consistent with the CBA, their future benefits eligibility will be determined under Duke Policy and they could lose benefits as a result, subject to effects bargaining. Finally, this agreement is reached on a non-precedent setting basis and the union will not use this agreement or the related concepts to argue for benefits eligibility for any other bargaining unit employee.

Second, the parties agreed to the following with respect to bargaining unit employees teaching semester-to-semester. A bargaining unit member with a full-time, semester-to-semester agreement will be considered full-time for benefits purposes effective the first of the month following the start of their second consecutive full-time semester. These bargaining unit members will have their salary allocated over a six month period (e.g. July – December for the Fall semester, and January – June for the Spring semester) to continue benefit eligibility between terms. Benefits eligibility will continue unless there is a change in contact hours or status.

### **Side Letter Re Titles**

The collective bargaining agreement lists three titles for bargaining unit faculty: Instructor, Instructor B and Lecturing Fellow. These will be the only titles used by the University in the classification system for purposes of identification, evaluation and treatment of these bargaining unit members. If prior to August of 2017, a bargaining unit member had a different title, for example a Visiting title, that individual may continue to use that title for purposes of professional activity. That includes, for example, using that title on their University website bio, on a CV and in representing their position at Duke to those inside or outside of Duke.