

AGREEMENT BETWEEN

THE

BOARD OF TRUSTEES

OF THE

UNIVERSITY OF MASSACHUSETTS

AND THE

MASSACHUSETTS SOCIETY OF PROFESSORS

FACULTY STAFF UNION/MTA/NEA

July 1, 2012, through June 30, 2014

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ARTICLE I
AGREEMENT

- 1.1 This Agreement is made and entered into by and between the Board of Trustees of the University of Massachusetts ("Employer") and the Massachusetts Society of Professors/Faculty Staff Union/MTA/NEA ("Union") as the exclusive bargaining agent for members in the bargaining unit. Pursuant to the provisions of M.G.L. Chapter 150E and rules and regulations promulgated thereunder, the parties clearly recognize their statutory obligation to negotiate in good faith with respect to wages, hours, standards of productivity and performance and any other terms and conditions of employment.
In recognition of these obligations, the parties hereby agree as follows:

ARTICLE II
RECOGNITION

- 2.1 The Employer/University Administration agrees to recognize the Union as the exclusive representative for purposes of bargaining for all matters pertaining to wages, hours, standards of productivity and performance and other terms or conditions of employment (including those related to the Division of Continuing Education) for bargaining unit faculty and librarians employed at the Boston and Amherst campuses of the University, including full-time and part-time Professors; Associate Professors; Assistant Professors; Instructors; Research Professors; Research Associate Professors; Research Assistant Professors; Faculty of Stockbridge School; Program Directors (not otherwise excluded); Non-Tenure Track Faculty; Lecturers; faculty in University Without Walls; Clinical Nursing Faculty; Faculty on Terminal Contract; Visiting Faculty, after two consecutive years of employment at the University, at the beginning of their third consecutive year of employment; Faculty Members of the Campus Governance and Personnel Committees; Librarians I-V; Coaches holding Faculty rank; and "Soft Money" Faculty subject to the conditions and limitations of the controlling grant; but excluding Chancellors; Assistant and Associate Chancellors; Vice Chancellors; Assistant and Associate Vice Chancellors; Provosts; Assistant and Associate Provosts; Deans; Assistant and Associate Deans; Teaching Fellows; Teaching Associates; Students; Senior Post-Doctoral Research Associates; Senior Research Fellows; Research Fellows; Professors Emeriti, including those on post-retirement appointments; Academic Coordinators; Directors, Deputy Associate Directors and Associate Directors of the Libraries; Chairs and Heads of Departments; Center Heads; Division Chairpersons; Ombudsmen; Extension Specialists; County Extension Agents; Visiting Faculty employed by the Federal Government; Director of Control Services; Director of the Institute for Governmental Services; Director of the Computing Center; Director of Athletics; Trainers and Physiotherapists; Director of Public Health; Director of Nursing; Director and Associate Directors of the Institute for Learning and Teaching; Director of the School of Physical Education; Adjunct (unpaid) Faculty; Director of the Center for International Agriculture; Associate Director of the Fine Arts Center; Deputy Associate Director of Extension Services; Director of Environmental Sciences Program; and all other employees.
- 2.2 In the event of the creation of a new personnel classification(s), the Employer/University Administration shall notify the Union within thirty (30) calendar days of the creation of the new personnel classification(s) and the Employer/University Administration shall inform the Union of the Employer's/University Administration's determination of the inclusion or exclusion in/from the bargaining unit. If the Union disagrees with the Employer's/University Administration's determination, the disagreement shall be submitted by the Union to the Massachusetts Labor Relations Commission within forty-five (45) calendar days of notification by the Employer/University Administration of the new classification(s) for resolution of the matter.

ARTICLE III
AFFIRMATIVE ACTION

- 3.1 The Employer/University Administration shall not discriminate against any bargaining unit member with respect to wages, hours, standards of productivity and performance and conditions of employment for reasons of race, color, religion, creed, sex, age, marital status, national origin, sexual preference, mental or physical handicap, gender identity or expression, political beliefs or affiliation, or membership/nonmembership in the Union.
- 3.2 The Union shall accept into membership and represent equally all eligible persons in the bargaining unit without regard to race, color, religion, creed, sex, age, marital status, national origin, sexual preference, mental or physical handicap, or gender identity or expression.
- 3.3 The Employer/University Administration agrees that when the effects of employment practices, regardless of their intent, discriminate against any persons or group of people on the basis of race, color, religion, creed, sex, age, national origin or mental or physical handicap, specific positive and aggressive measures must be taken to redress the effects of past discrimination, to eliminate present and future discrimination and to ensure equal opportunity in the areas of appointment, reappointment, promotion, transfer, lay-off or termination, salary and the awarding of sabbatical and other leaves. Therefore, the parties acknowledge the need for positive and aggressive affirmative action.
- 3.4 The provisions of this Article shall not be subject to Article XXV, Grievance Procedure.

ARTICLE IV
MANAGEMENT RIGHTS

- 4.1 The Employer/University Administration retains and reserves to itself all rights, powers, privileges, duties, responsibilities and authority conferred upon and vested in it by law, whether exercised or not, including but not limited to the right to operate, manage, control, organize and maintain the University and in all respects carry out the ordinary and customary functions of management and to adopt policies, rules, regulations and practices in furtherance thereof.
- 4.2 Except as modified by this Agreement, all rights, powers, privileges, duties, responsibilities and authority are retained by the Employer/University Administration.
- 4.3 The judgment of an arbitrator shall not be substituted for that of the Employer/University Administration with regard to any complaint or grievance based upon a challenge of a management right, subject to the provisions of this Agreement and to limitations as may be imposed by M.G.L. Chapter 150E as amended from time to time.
- 4.4 The Employer/University Administration reserves the right to initiate personnel actions. (The faculty shall review these personnel actions prior to their implementation in accordance with other provisions of this Agreement.)

ARTICLE V
UNION RIGHTS

- 5.1 The Union shall be permitted the continued right to utilize the intra- and inter-campus mail system for official Union communication.
- 5.2 A copy of the time, place and agenda of all Board of Trustees meetings, including committee and subcommittee meetings thereof, shall be sent to the Union concurrent with distribution to Board members. In addition, the Union shall receive copies of the minutes of all Board meetings, including committee and subcommittee meetings thereof. The Union shall be provided an opportunity to request to appear on the agenda of any regularly or specially scheduled Board meetings; such requests shall be granted at least twice each semester, provided that the requests are made at least ten (10) working days in advance of said meetings.
- 5.3 In accordance with applicable state statutes, the Employer/University Administration shall make available to the Union, upon its written request and within a reasonable time thereafter, official statistics, information, records, budget data and financial data necessary for negotiations and/or the implementation of this Agreement. In each year of this Agreement, the Employer/University Administration shall furnish the Union with the following information:
- (a) on October 1 and March 1, a list of bargaining unit members who are going on unpaid leaves or full-year sabbatical leaves and the dates they are scheduled to return;
 - (b) on October 1 and March 1, a list of bargaining unit members going to or returning from a non-bargaining unit position, including academic base salary;
 - (c) on October 31 and March 31, a list of bargaining unit members whose fraction of appointment has changed in such a manner that bargaining unit status is affected;
 - (d) on or before March 1, a salary list for the Boston, Amherst and Worcester campuses and the President's Office to be submitted once yearly;
 - (e) on October 31 and March 31, a list of part-time faculty which shall include the most recent date of hire, rank, salary, fraction of appointment and department/program;
 - (f) monthly, a list of bargaining unit members which shall include salary, state title, hire date, and tenure decision year;
 - (g) all officially adopted (i.e., by the Board of Trustees) long-range plans from the departments/programs/libraries/colleges, campuses, and University.
- 5.4 By October 1 and March 1 of each year of this Agreement, the Employer/University Administration shall furnish to the Union an updated list of

the names, work addresses, work telephones, position and department/program by campus of all bargaining unit members; on the same dates, the Employer/University Administration shall furnish to the Union an updated list-serve of University e-mail addresses of all bargaining unit members, provided that the Union's use of said list-serve and e-mail addresses shall be in accordance with any and all applicable University policies as may be promulgated from time to time. The Union shall receive and retain such information in accordance with the provisions of the M.G.L. Chapter 66A, Fair Information Practices Act. In addition, on October 31 and March 31 of each year of this Agreement, the names, work addresses, work telephones, position and department by campus of all bargaining unit and nonbargaining unit part-time faculty shall be similarly communicated to the Union.

- 5.5 The Employer/University Administration agrees to provide a reduced workload for a maximum of three (3) faculty bargaining unit members and a maximum of one (1) librarian bargaining unit member from each campus for each academic semester in which collective bargaining occurs, provided the request is made in writing to the campus Provost's Office at least two (2) weeks prior to the start of registration in the semester in advance of the semester in which the reduction is to occur. For any bargaining unit member who is unable to meet this notice provision, the Employer/University Administration agrees to provide the reduced workload in one of the two semesters subsequent to that in which the individual would otherwise have been eligible. In the case of faculty, instructional workload shall be reduced by one (1) course per semester. In the case of librarians, release time shall be granted one and one-half (1 1/2) days per week during those weeks when bargaining occurs and one-half (1/2) day per week during those weeks when bargaining does not occur. Librarians' release time pursuant to this Section may be accumulated and used as needed. A librarian or a state-funded faculty member on a nonteaching assignment who elects to fulfill his or her full time commitment through rescheduling, in consultation with the Department Head or Director of Libraries, rather than utilize the released time provided in Article 5.5, will receive \$3000 for each semester in which bargaining occurs.
- 5.6 Any bargaining unit member whose presence is required as a witness at a meeting the subject of which deals with the administration of this Agreement pursuant to the grievance procedure as set forth in Article XXV or proceedings before the Massachusetts Labor Relations Commission pursuant to the provisions of M.G.L. Chapter 150E or proceedings before any governmental agency or any court of law pursuant to the application of the terms and conditions of this Agreement shall be afforded upon request leave with pay by the Employer/University Administration for said purposes.
- 5.7 One specifically designated bargaining unit member on each campus shall be granted a workload reduction for the investigation and processing of grievances and arbitrations. In the case of a faculty member, instructional workload shall be reduced by one (1) course per semester, provided the request is made in writing to

the campus Provost's Office at least two (2) weeks prior to the start of registration in the semester in advance of the semester in which the reduction is to occur. For any bargaining unit member who is unable to meet this notice provision, the Employer/University Administration agrees to provide the reduced workload in one of the two semesters subsequent to that in which the individual would otherwise have been eligible. In the case of a librarian, release time shall be granted for one (1) day per week, provided the request is made three (3) months prior to the date on which release time is to begin.

- 5.8 In order to enable the Union better to discharge its duties and responsibilities as the exclusive bargaining agent, the Employer/University Administration agrees to provide:
- (a) a reduction in the instructional workload of the President of the Union of one (1) course per semester; in the event that the President is a librarian, he/she shall receive a workload reduction of one and one-half (1 1/2) days per week; and
 - (b) a reduction in the instructional workload of the executive officer of each chapter of one (1) course per semester; in the event that the executive officer of the chapter is a librarian, he/she shall receive a workload reduction of one and one-half (1 1/2) days per week; and
 - (c) a reduction in the instructional workload of a Union officer (designated by each chapter's governing body) of each chapter of one (1) course per semester, provided a written request that includes a statement of purpose or activity is made in writing to the campus Provost's Office at least two (2) weeks prior to the start of pre-registration in the semester in advance of the semester in which the reduction is to occur. For any bargaining unit member who is unable to meet this notice provision, the Employer/University Administration agrees to provide the reduced workload in one of the two semesters subsequent to that in which the individual would otherwise have been eligible; in the event that the officer designated is a librarian, he/she shall receive a workload reduction of one and one-half (1 1/2) days per week, provided a request as described above is made at least three (3) months prior to the date on which release time is to begin.

At the request of the Union, two additional faculty members per semester shall be released from one course of their respective instructional workloads; the Union shall reimburse each such faculty member's department for the cost of replacing that instructional capacity as determined by the department chair, but not greater than the actual cost of replacement and not greater than the standard cost of replacement in that unit.

The administration will fund 2 additional course buyouts per semester in the 1st year, (and 1 or 2 buyouts per semester in the 2nd year), for the purpose of improving the implementation of the contract.

- 5.9 Insofar as possible, bargaining unit members who are members of the Union's governing body, the Joint Coordinating Committee, shall have their workload scheduled so that they shall be available, during one day of each calendar month

during the academic year, to attend the regularly scheduled monthly meeting of the Joint Coordinating Committee. In order to facilitate such scheduling, the executive officer of each chapter shall notify the chancellor in writing by the first day of the prior semester of the names of the bargaining unit members for whom the priority scheduling is requested and the day, city and time of the regularly scheduled meeting. No interference with or disruption of any semester's classes or delivery of library services shall occur as a consequence of this Section.

- 5.10 The Union shall be permitted to use such facilities of the Employer/University Administration for the transaction of Union business as have been used in the past for such purpose.
- 5.11 The Employer/University Administration will provide separate office space for the Union's exclusive use at both the Amherst and Boston campuses of the University. The offices shall be equipped with a desk and desk chair, and said offices shall be approved by the Union. There shall be no charge to the Union for such office space, furniture, utilities (not to include telephone) or other normal building support services. The University will make training in web site creation available to a Union official designated by the Union and will authorize a link from the University's home page to that created by the Union. The Union shall assume full responsibility for the creation and maintenance of its own web site.
- 5.12 The Employer/University Administration and the Union guarantee that there shall be no discrimination or reprisals of any kind, subtle or overt, against any bargaining unit member because of his/her membership or nonmembership in the Union or participation or nonparticipation in Union activities.
- 5.13 The Employer/University Administration will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any group or individual for the purpose of undermining the Union or changing any of the terms and conditions of this Agreement.
- 5.14 The President, Vice President, and Grievance Officer of each chapter and the President of the Joint Coordinating Committee may each choose to be exempt from the merit award process described in Article 26. Any individual duly elected or appointed by July 1 to one of the positions designated, and scheduled to begin serving in said position by September 1, and who meets the eligibility criteria for satisfactory performance set forth in Article 26.7 shall be eligible for exemption from the merit process in that fiscal year. To be exempt from the merit award process for any fiscal year, the union officer must inform the provost in writing of his or her desire to be exempt no later than July 1 of the fiscal year or within fourteen days of the signing of this Agreement, whichever is later. Any union officer who chooses such an exemption shall, at the time of merit increases, receive a percentage salary increase equal to the percentage of the total salary pool established for such merit increases. Once a union officer has been exempted from the merit process, the exemption shall continue in effect in

subsequent years unless either (a) that officer informs the provost by July 1 of his or her desire to be re-included in the merit process in the fiscal year beginning that date or (b) he or she ceases to be in a designated position by July 1 of a fiscal year.

- 5.15 When a part-time faculty member at UMB is granted a course release in accordance with Article 5.5, 5.7, or 5.8, his/her appointment will be calculated on the basis of any courses actually taught, plus the course from which he/she is released (e.g., 75% fte for two courses plus a release, or 100% for three courses plus a release), provided that there would have been a section available for the part-time faculty member to teach if not for the release and he/she waives the right to be assigned the additional section. A part-time faculty member who chooses to serve as a union representative and not be released from a course shall be compensated \$3,000 for such service.

ARTICLE VI
DUES CHECKOFF

- 6.1 The Union shall have the exclusive right to the checkoff and transmittal of Union dues on behalf of each bargaining unit member.
- 6.2 A bargaining unit member may consent in writing to the authorization of the deduction of Union dues from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Employer/University Administration and shall bear the signature of the bargaining unit member. A bargaining unit member may withdraw his/her union dues check-off authorization by giving at least sixty (60) days notice in writing to his/her campus personnel office. The Employer/University Administration will attempt, within fourteen days of receipt by the Human Resources Office, to notify the Union of any such withdrawal of check-off authorization. If the Administration does not notify the Union of any such withdrawal within thirty days of receipt, the matter will be subject to Article XXV, Grievance Procedure.
- 6.3 The Employer/University Administration shall deduct dues from the pay of bargaining unit members who request such a deduction in accordance with this Article and transmit such funds in accordance with University policy as of July 1, 1977, to the treasurer of the Union within thirty (30) days after the last day of the month in which the deduction is made together with a list of bargaining unit members whose dues are transmitted, provided that the Employer/University Administration is satisfied by such evidence as it may require that the treasurer of the Union has given a bond, in a form approved by the Employer/University Administration, for the faithful performance of his/her duties in a sum and with such surety or securities as are satisfactory to the Employer/University Administration.
- 6.4 The Administration shall provide the Union on the same date each month a current list of all bargaining unit members who are not having Union dues or agency fee deducted from their wages.
- 6.5 The Union will indemnify and hold the Employer/University Administration harmless from any and all claims, demands, liability, costs or damages arising from or related to this Article.
- 6.6 The treasurer of the Union shall submit and certify to the Employer/University Administration each year the annual dues or agency service fee payable to the Union in lieu thereof.
- 6.7 An amount equal to one-tenth (1/10th) of the annual dues certified by the Union treasurer pursuant to Section 6.5 shall be deducted monthly from September through June from the pay of bargaining unit members who have consented to said deductions as provided above.

ARTICLE VII
AGENCY FEE

- 7.1 Beginning thirty (30) days following the commencement of his/her employment, each bargaining unit member who elects not to join or maintain membership in the Union shall be required to pay to the Union as a condition of employment (pursuant to the Rules and Regulations of the Massachusetts Labor Relations Commission, Section 17.05), an amount equal to one-tenth (1/10) of the regular annual dues uniformly charged by the Union as a condition of membership on a monthly basis from September through June inclusive.
- 7.2 A bargaining unit member may seek conscientious objector status pursuant to appropriate provisions of the Union's constitution. The granting or denial of such status shall not be subject to Article XXV, Grievance Procedure. A bargaining unit member, upon request, may obtain, under M.G.L. Chapter 150E, Section 12, a rebate under current rules of the Massachusetts Labor Relations Commission.
- 7.3 A bargaining unit member may consent in writing to the authorization of the deduction of the agency fee from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Employer/University Administration and shall bear the signature of the bargaining unit member. A bargaining unit member may withdraw his/her agency fee authorization by giving at least sixty (60) days notice in writing to his/her campus personnel office. The Employer/University Administration will attempt, within fourteen days of receipt by the Human Resources Office, to notify the Union of any such withdrawal of check-off authorization. If the Administration does not notify the Union of any such withdrawal within thirty days of receipt, the matter will be subject to Article XXV, Grievance Procedure.
- 7.4 The Employer/University Administration shall deduct the agency fee from the pay of the bargaining unit members who request such deductions in accordance with this Article and transmit such funds in accordance with University policy as of July 1, 1977, to the treasurer of the Union within thirty (30) days after the last day of the month in which the deduction is made together with a list of bargaining unit members whose agency fees are transmitted, provided that the Employer/University Administration is satisfied by such evidence that it may require that the treasurer of the Union has given a bond, in a form approved by the Employer/University Administration, for the faithful performance of his/her duties in a sum and with such surety or securities as are satisfactory to the Employer/University Administration.
- 7.5 The Administration shall provide to the Union on the same date each month a current list of all bargaining unit members who are not having Union dues or agency fee deducted from their wages.

- 7.6 This Article shall not become operative until the Agreement has been formally executed, pursuant to a vote of a majority of all bargaining unit members in the bargaining unit present and voting.
- 7.7 Upon the request of the Union, the Employer/University Administration shall suspend for one week without gross pay (1/52nd of annual salary) any bargaining unit member who, after proper annual notice and final demand, has refused to pay the agency fee or failed to challenge its validity by filing a timely charge at the Massachusetts Labor Relations Commission. Within thirty (30) calendar days of receipt of such request, accompanied by proof of notice and of final demand, the President shall notify the Union and the individual bargaining unit members whose names appear on such request that the one (1) week suspension without gross pay shall occur during the next one (1) available week when classes are not in session. The Union will intervene in and defend any administrative or court litigation concerning the propriety of such suspension for failure to pay the agency fee. In such litigation, the Employer/University Administration shall have no obligation to defend the suspension. When a bargaining unit member is suspended without gross pay under the terms of this Article, the Employer/University Administration shall pay an amount equal to the one (1) week's salary into, at the Amherst campus, the Meline Kasparian student scholarship fund, and at the Boston campus, a student scholarship fund.
- 7.8 Disputes between the parties concerning this Article shall be resolved in accordance with Article XXV, Grievance Procedure. In the event such a dispute is submitted to arbitration, the arbitrator shall have no power or authority to order the Employer/University Administration to pay such agency fee on behalf of any bargaining unit member. If the arbitrator decides that the bargaining unit member has failed to pay or authorize the payment of the service fee in accordance with this Article, the only remedy shall be the suspension of the bargaining unit member for one (1) week without gross pay (1/52nd of annual salary) and the payment by the Employer/University Administration of an amount equal to the one (1) week's salary into, at the Amherst campus, the Meline Kasparian student scholarship fund, and at the Boston campus, a student scholarship fund.
- 7.9 It is specifically agreed that the Employer/University Administration assumes no obligation, financial or otherwise, arising out of the provisions of this Article and Article VI, Dues Checkoff, and the Union hereby agrees it will indemnify and hold harmless the Employer/University Administration from any costs, claims, actions or proceedings by a bargaining unit member arising from the suspension of a bargaining unit member hereunder or from deductions made by the Employer/University Administration.

ARTICLE VIII
ACADEMIC FREEDOM

- 8.1 The Employer/University Administration and the Union endorse the principles and spirit of academic freedom as embodied in the 1940 AAUP Statement of Principles as amended and as modified below. The following statement constitutes the provision on academic freedom for the purposes of this Agreement.
- 8.2 Bargaining unit members are entitled to full academic freedom in research and in the publication of the results. They are entitled to full academic freedom in discussing their subjects in the classroom, but they should be careful not to introduce persistently, into their teaching, matter unrelated to their subject.
- 8.3 Bargaining unit members should remember that the public may judge their profession and the University by their utterances. Hence, they should at all times make every effort to indicate whether or not they are speaking officially for the University.
- 8.4 Bargaining unit members are entitled to freedom of political belief and/or affiliation.
- 8.5 A bargaining unit member(s) or department, program, division, center or other comparable administrative unit, as appropriate, shall be entitled to freedom in the selection of textbooks and other materials involved in the performance of teaching responsibilities.
- 8.6 Since certain aspects of the information obtained by bargaining unit members in the course of their work can be considered privileged, no bargaining unit member shall be required to disclose such information. The Employer/University Administration shall, within a reasonable time, advise the bargaining unit member of any effort to secure such information obtained by the bargaining unit member.
- 8.7 A bargaining unit member shall not be disciplined or deprived of any professional advantage for exercising his/her rights to academic freedom as set forth in this Article or as protected under the First Amendment of the United States Constitution.
- 8.8 The parties recognize that there shall be no censorship of library materials.

ARTICLE IX
CONSULTATION

- 9.1 Representatives of the Employer/University Administration shall meet with Union representatives at mutually agreed-upon times to discuss matters of mutual concern including, but not limited to, the program and program planning. Such meetings shall not be for the purpose of discussing particular grievance cases or for the purpose of formally conducting negotiations on any subject. The party requesting the meeting shall submit a written agenda in advance of the meeting.
- 9.2 The President and/or designee shall meet with Union representatives within the first thirty (30) days of each semester for the purpose of discussing such matters. A written agenda shall be submitted by the Union to the President or designee no less than five (5) days before the scheduled date of the meeting. Additional matters for discussion may be placed on the agenda at the discretion of the President or designee.
- 9.3 Chancellors and/or their designees shall meet with local Union representatives once each month to discuss such matters. Written agendas shall be submitted by the Union to the chancellors or their designees no less than five (5) days before the scheduled date of the meeting. Additional matters for discussion may be placed on the agenda at the discretion of the chancellors or their designees.
- 9.4 Other consultations may occur by mutual agreement, as needed, between Union representatives and the President or designee, or the chancellors or designees. Similarly, nothing contained herein shall prevent the aforementioned from meeting less frequently, upon mutual agreement.
- 9.5 The aforementioned principal administrative officials of the University shall make themselves personally available for such meetings within thirty (30) days upon receipt of a written request from the Union.
- 9.6 The University will provide to the Union, upon its written request and within a reasonable period of time, copies of any and all official documents related to the budget. The Administration will provide to the Union in the fall a list of all tenure system faculty searches, including department and advertised rank for each, and a report on the status of each of those searches in the late spring.

ARTICLE X
TENURE

- 10.1 Tenure shall mean the right of the faculty member to continuous employment in an academic position subject to dismissal for just cause.
- 10.2 All faculty members who hold tenure as a result of previous Employer/University Administration action shall continue in that status as defined in Section 10.1.

ARTICLE XI
FACULTY ROLES AND RESPONSIBILITIES IN PERSONNEL MATTERS

- 11.1 The faculty shall have primary responsibility in the area of personnel matters. This shall mean the capacity to initiate or review faculty personnel recommendations. Academic administrative officials may make a recommendation or decision counter to the original faculty recommendation only in exceptional circumstances and with compelling reasons in written detail which shall specifically address the content of that recommendation as well as the established standards and criteria.
- 11.2 The faculty shall have the right to grieve based on the terms and conditions of this Agreement any modification or reversal of such recommendations.

ARTICLE XII
FACULTY PERSONNEL STANDARDS AND PROCEDURES

- 12.1 High professional standards must be the basis for all personnel decisions. Personnel recommendations and decisions shall be made only after a review of all the qualifications and all the contributions of the individual in the areas of teaching; of research, creative or professional activity; and of service. All three areas must be considered but the relative weight to be given each may be determined in the light of the duties of the faculty member. Final decisions are made only after giving serious consideration to all the materials in the basic file as well as to the professional judgments of the departmental personnel committee, which are and ought to be given great weight.
- 12.2 In order to maintain the academic excellence of the University, current academic standards and criteria for faculty personnel actions, except as modified in this Agreement, shall remain in effect for the duration of this Agreement.
- 12.3 The faculty at the departmental level shall establish once each year, in timely fashion, a personnel committee to exercise the responsibilities described in Sections 11.1, 12.1, 12.2 and Articles XXI, XXVI and XXXIII. In a department with fewer than three (3) faculty members, the faculty and dean shall agree upon the selection of a specific faculty member or members from outside the department who shall be asked to serve on the committee.
- 12.4 In each faculty, college or school, there shall be a personnel committee of the faculty to review departmental level recommendations. The committee shall be chosen by procedures established on each campus in a manner designed to represent the interests of the faculty of each faculty, college or school. Said committee shall forward its recommendation to the appropriate dean.
- 12.5 No faculty member on a personnel committee shall participate directly in any recommendation or decision relating to appointment, reappointment, promotion or tenure at the University of any parent, child, spouse, sibling, parent-in-law, sibling-in-law, child-in-law or stepchild. A faculty member should withdraw from participation in any personnel recommendation or decision involving potential conflict of interest. This provision shall not be subject to Article XXV, Grievance Procedure.
- 12.6 In reviews for major personnel actions for faculty--reappointments through the tenure decision year, promotion to the ranks of associate professor and professor and the award of tenure--the procedures listed below shall be followed:
 - (a) Notice of a personnel review for reappointment or tenure shall be sent to the faculty member no later than the end of the third calendar week of the semester in which the review is to be initiated.

- (b) As provided in Sections 24.4 and 24.5, a basic file shall be created for each major personnel action. This file shall be supplemented and reviewed at the departmental level and supplemented and reviewed at each successive level of recommendation or decision. The file shall contain the materials listed in Subsection 12.6(f).
- (c) The faculty member shall submit to the department/program chairperson/head any and all materials for inclusion in the basic file that he/she believes will be essential to an adequate consideration of the case.
- (d) For appointment at or promotion to the rank of associate professor and professor and for all tenure recommendations, the chairperson/head shall solicit outside letters of reference drawn from a list of scholars and/or professionals. The solicited referees shall include scholars and professionals from among those suggested by the faculty member (if he/she wishes to do so), but the list is not limited to those the faculty member suggests.
- (e) The materials in the basic file shall be accessible to the faculty member, with the exception of letters of recommendation to which he/she has voluntarily waived access.
- (f) The basic file shall contain the following materials:
 - (1) When the basic file is forwarded from the departmental level it shall contain:
 - (a) a table of contents;
 - (b) a current curriculum vitae (including a bibliography and/or comparable list of professional accomplishments);
 - (c) copies and reviews of published works and/or evidence of other professional accomplishments;
 - (d) evaluations of teaching effectiveness, including but not limited to those of students;
 - (e) letters of reference solicited by the chairperson/head and a description of the professional standing of the writers of letters of reference from outside the University and a statement of any relationship the writer may have had to the faculty member;
 - (f) evaluations of service;
 - (g) any and all materials submitted by the faculty member;
 - (h) the recommendation and the numerical vote at the departmental level;
 - (i) the recommendation of the chairperson/head.
 - (2) At subsequent levels there shall be added the following:
 - (a) the recommendation and numerical vote of the faculty, school or college personnel committee;
 - (b) the recommendation(s) and decision of academic administrative officials;
 - (c) other materials solicited, submitted or received during the review process, including, by way of example, additional materials submitted by the faculty member, additional letters of reference and/or additional information received in response to

the invitations issued under Subsections 12.6 (m-p). When material is added to the basic file beyond the departmental level, the departmental personnel committee (or other appropriate mechanism) and the chairperson/head shall have the opportunity to respond as to its substance and appropriateness; unless it is protected by waiver, the faculty member shall also have this opportunity.

- (g) A copy of the table of contents and the two recommendations from the departmental level shall be sent to the faculty member when the basic file is forwarded from the department.
- (h) A copy of the updated table of contents and the recommendation of the faculty, school or college personnel committee shall be sent to the faculty member and to the department when the basic file is forwarded to the dean.
- (i) A copy of the updated table of contents and the recommendation of the dean shall be sent to the faculty member, the chair of the faculty, school or college personnel committee and the department when the basic file is forwarded to the provost or the chancellor.
- (j) A copy of the updated table of contents and the decision of the chancellor and/or the provost shall be sent to the faculty member, the dean, the chair of the faculty, school or college personnel committee and the department at the time the decision is made.
- (k) A copy of the updated table of contents and the recommendation of the chancellor and/or the provost shall be sent to the faculty member, the dean, the chair of the faculty, school or college personnel committee and the department when the chancellor or the provost forwards a recommendation for tenure to the President.
- (l) A copy of the updated table of contents and the decision of the President shall be sent to the chancellor and/or the provost, the dean, the chair of the faculty, school or college personnel committee, the department and the faculty member when the President has made a decision in the case of a recommendation for tenure forwarded by the campus.
- (m) Prior to making a recommendation that may be contrary to either of the recommendations forwarded from the departmental level, the faculty, school or college personnel committee shall consult with the department.
- (n) Prior to making a recommendation that may be contrary to either of the recommendations forwarded from the departmental level, the dean shall invite the department to provide additional information for the basic file or clarification of the recommendation.
- (o) Prior to making a recommendation or decision that may be contrary to either of the recommendations forwarded from the faculty, school or college level, the chancellor or provost shall invite the dean to provide additional information for the basic file or clarification of the recommendation.
- (p) Prior to reversing the recommendation of the chancellor and/or the provost for tenure, the President shall invite the chancellor and/or provost to

provide additional information for the basic file or clarification of the recommendation.

- (q) A campus academic administrative official shall make his/her recommendation or decision within forty-five (45) calendar days of receipt or the deadline for receipt (whichever is later) of both the basic file, including all relevant personnel committee recommendations, and all additional information or clarifications subsequently requested by the academic administrative official from the department or college; except that, in tenure and reappointment cases, the Provost shall notify the faculty member of his/her recommendation or decision no later than the applicable notice deadline specified in T76-081 (not later than March 1 of the first academic year of service if the appointment expires at the end of that year, or at least three months in advance of its termination if an initial one-year appointment terminates during an academic year; not later than December 15 of the second academic year of service if the appointment expires at the end of that year, or at least six months in advance of its termination if an initial two-year appointment terminates during an academic year; and not later than August 15 prior to the year of the last academic appointment after more than two academic years of service, or at least twelve months in advance of its termination if an appointment terminates during an academic year), even if that deadline does not allow the full forty-five-day period for review.

12.7 A copy of any recommendation or decision made by a personnel committee or academic administrator with respect to a faculty member's sabbatical leave application and Periodic Multi-Year Review shall be sent to the faculty member at the time the recommendation is forwarded to the next level of review or the decision is made.

12.8 The Employer/University Administration shall not establish a tenure quota. However, the Employer/University Administration reserves the right in making personnel decisions (1) to consider institutional need and flexibility, as well as departmental affirmative action goals (considering the nature of the positive contribution that affirmative action is able to make to the diversity of perspective that is essential to the well-being of the department and the University community) and (2) to establish long-range plans to ensure that institutional flexibility is preserved; provided, however, that:

- (a) the faculty shall be given the opportunity to contribute to the development of such plans;
- (b) all officially adopted (i.e., by the Board of Trustees) long-range plans from departments/programs, colleges, campuses, and University shall be made available on request to individual faculty members, governance bodies, and the Union; and
- (c) when such plans are used in conjunction with a tenure recommendation or decision, the basic relevance of the plan is to demonstrate that the

personnel action is not inconsistent with the long-range interests of the University.

ARTICLE XIII
FACULTY ROLES AND RESPONSIBILITIES IN ACADEMIC MATTERS

- 13.1 By virtue of its professional preparation and its central concern with learning, teaching and scholarship, the faculty will exercise primary responsibility in academic matters (e.g., curriculum, subject matter, methods of instruction).
- 13.2 The enumeration of certain rights and privileges of faculty members in this Agreement shall not be construed to deny or diminish the existing rights, privileges and responsibilities of faculty members to participate directly in the formation and recommendation of educational policy (i.e., academic matters).
- 13.3 The Employer/University Administration shall maintain and utilize appropriate mechanisms consistent with current practices for eliciting advice from the faculty on academic matters and may charge appropriate faculty groups and individuals with academic responsibilities consistent with the terms and provisions of this Agreement and M.G.L. Chapter 150E.

ARTICLE XIV
APPOINTMENT AND REAPPOINTMENT FORM:
TERMS AND CONDITIONS OF EMPLOYMENT

- 14.1 The terms and conditions of every appointment to a bargaining unit position shall be stated in the Approved Offer and Acceptance Form. The terms and conditions of every reappointment shall be stated in the approved reappointment form. The appropriate form shall be signed by the department chairperson/head and by the appropriate dean or director of libraries and by other appropriate academic administrative officials as required. The signed form shall constitute the commitment of the Employer/University Administration for the specific bargaining unit appointment or reappointment. The form shall be countersigned by the candidate or bargaining unit member, as the case may be, and such countersignature shall signify said person's understanding and acceptance of the terms and conditions of the appointment or reappointment. Faculty members appointed beginning with the spring semester will be given the option of an initial appointment on a calendar year basis, with a conversion to an academic year appointment basis with no loss of pay the following September.
- 14.2 The form shall include:
- a) a description of the explicit terms of the appointment or reappointment and whether or not the appointment is with tenure or is a tenure track appointment or reappointment;
 - (b) the effective date of the appointment or reappointment and whether it is a calendar or an academic year appointment or reappointment;
 - (c) whether the appointment or reappointment is full-time or part-time and, if part-time, the proportion the appointment bears to a full-time appointment;
 - (d) credit toward tenure, if any;
 - (e) the expiration date of the current probationary contract term and the tenure decision year if the appointment or reappointment is without tenure and is on a tenure track;
 - (f) the rank of the appointment or reappointment;
 - (g) the beginning salary;
 - (h) a job description indicating the teaching, research or scholarly activity, and service responsibilities for faculty or appropriate counterpart for librarians as set forth in this Agreement;
 - (i) whether or not the appointment or reappointment is to a bargaining unit position and therefore governed by the terms and conditions of this Agreement; and
 - (j) whether or not the appointment is a joint appointment and if a joint appointment, the following:
 - (1) the department(s) that will make the recommendation regarding tenure;

- (2) the process by which personnel recommendations will be initiated and acted upon;
- (3) the percentage of responsibility in each unit; and
- (4) if it is not a joint committee that initiates the personnel recommendation, a statement that the department initiating the personnel recommendation shall invite the other department, in writing, to submit written materials and to make an oral presentation.

14.3 Effective September 1, 2007, calendar year appointments shall not be used for faculty members who do not have summer responsibilities, unless the nature of the funding for an appointment makes this necessary or the faculty member requests otherwise in writing. In the case of such a request from a faculty member, the faculty member shall be provided with a description of the differences between the two types of appointments, as described in the attached Memorandum of Understanding, and shall be required to sign the form contained in that MOU if he/she chooses a calendar year appointment. The salary floor for any calendar year appointments the duties and responsibilities of which are confined to the academic year shall be the same as the salary floor for academic year appointments.

14.4 No faculty member shall be transferred from a nine-month to a twelve-month appointment except by mutual agreement between the faculty member and the administration. Any faculty member who is transferred from a twelve-month to a nine-month appointment shall be provided with written notice at least one year in advance of the change, and the salary and duties and responsibilities shall be adjusted in accordance with the stipulations at the time of the twelve-month appointment.

When a faculty member is appointed at the time of hire to a twelve-month (calendar year) appointment or is transferred from a nine-month (academic year) to a twelve-month appointment, the faculty member shall be informed of both the nine-month salary and the amount paid for the twelve-month differential, of the end date, if known, of the twelve-month appointment (which may be extended by mutual agreement), and of the duties and responsibilities that are attached to the twelve-month differential.

ARTICLE XV
FACULTY WORKLOAD

- 15.1 The goals of the University require that the average workload for faculty members consist of three basic elements: (a) the basic instructional workload, (b) research, creative or professional activity and (c) service both on and off the campus.
- 15.2 Subject to the provisions of this Agreement and to budgetary constraints, the Employer/University Administration shall, as a high academic priority, maintain the goal of achieving a student-faculty ratio appropriate to a high quality of education and fulfilling the mission of the University.
- 15.3 Instructional workload assignments to faculty members shall reflect (a) the academic needs of the department or program, (b) the faculty member's qualifications and expertise and (c) the faculty member's professional interests.
- 15.4 The number of classroom contact hours, class size and total number of students taught by each faculty member are expected to vary widely among and within schools and departments, depending on the nature of the subject or activity being taught and upon the amount of teaching assistance provided (in the form of teaching assistants, graders, etc.). The average faculty workload practices of the various departments/programs in the recent past shall remain in effect for the duration of this Agreement.
- 15.5 The Employer/University Administration recognizes the central fact, common to all institutions of higher education, that, generally, one (1) hour of scheduled instruction by a faculty member requires several hours of instruction-related work that takes place outside the classroom. This includes preparation and ongoing revision of teaching material, remaining professionally up to date, as well as being available to students both through scheduled office hours and other traditional methods of student-faculty contact. These activities are expected of all faculty members and are taken into account in the assignment of instructional workloads.
- 15.6 The regularly scheduled instructional workload as described in Sections 15.1 through 15.5 may include such nonscheduled instruction as the supervision of internships, fieldwork, dissertations and theses, external degree contracts and competencies, honors projects, independent study programs, instruction in special programs and direction and/or coordination of laboratories and/or multi-sectional courses. In accordance with past practice and procedures, certain faculty members may be involved in precollege programs, continuing and adult education, summer session and extension activities as a part of their basic instructional workload.
- 15.7 A faculty member shall be assigned courses to teach in his/her area(s) of expertise as much as possible. An individual faculty member's rank, status and seniority shall not be the controlling factors in said assignment of courses.

- 15.8 The Employer/University Administration recognizes the contribution that can be made by the faculty regarding the development of faculty teaching schedules. Accordingly, within assigned space allocations, faculty teaching schedules shall be developed at the department/program level in accordance with procedures established within said department or program. These procedures shall insure that each affected faculty member shall have prior and reasonable consultation regarding his/her schedule. Schedules must be in accordance with and in response to student needs and the needs of the University's academic program. These schedules shall then be submitted to the appropriate dean or designee for approval. If the dean or designee wishes to revise the schedule developed by the department/program: (a) an opportunity will be provided for discussion; and (b) reasons shall be provided and they shall not be arbitrary or capricious.
- 15.9 In determining instructional workloads, the faculty member's research commitment, service contributions and prior instructional workload shall be taken into account to determine whether these warrant adjustment of instructional workload.
- 15.10 Faculty members on active appointment are expected to participate in: (a) student orientation, (b) registration and (c) commencement.
- 15.11 During the first week of classes, each faculty member shall, in each course taught, provide a copy of his or her syllabus to his or her department head and all students in the course.
- 15.12 On the Amherst campus, the parties agree to implement the proposal for a "Research Intensive Semester" program described in Appendix D on a pilot basis in the College of Humanities and Fine Arts, beginning with the 2009-10 academic year. Any substantive changes to that program proposed by the administration will be reviewed by a committee composed of two representatives of the union and two representatives of the campus administration, which committee shall have the right to negotiate revisions to the program.

The administration further agrees that it shall, no later than June 30, 2009, provide the union with a proposal concerning the instructional workload of current and future pre-tenure faculty in the College of Social and Behavioral Sciences and at least one other school or college; that it shall, no later than June 30, 2010, provide the union with a proposal concerning the instructional workload of current and future pre-tenure faculty in at least three additional schools and colleges; and that it shall, no later than June 30, 2011, provide the union with a proposal concerning the instructional workload of pre-tenure faculty in the remaining schools and colleges. The parties agree to begin negotiations concerning each of these proposals within sixty days of their respective transmittal to the union.

ARTICLE XVI
PERFORMANCE OF BARGAINING UNIT WORK

- 16.1 Academic administrative officials who wish to teach and/or perform any other form(s) of bargaining unit work may do so in coordination and with the approval of the department involved, but in no case if it jeopardizes the employment of current bargaining unit members.
- 16.2 Graduate students are granted teaching and research assistantships and associateships for the purpose of providing financial support and training for the individual graduate students, enhancing the overall graduate programs of the University and providing academic support for faculty. These considerations shall constitute the primary rationale for the distribution of such support among the academic departments and the assignment of the individual graduate students. Such distribution and assignment shall not be effected in such a manner as to displace an incumbent bargaining unit member.

ARTICLE XVII
FAILURE TO PERFORM MINIMUM ASSIGNED DUTIES

- 17.1 Subject to the provisions of this Agreement, in cases where an individual faculty member/librarian fails, in the opinion of the Employer/University Administration, to perform minimum assigned duties (for example, for faculty engaged in instructional duties, failure such as but not limited to not meeting classes, not keeping office hours, or not advising students; for librarians, failure such as but not limited to not meeting pertinent schedules of work), the following procedures shall apply.
- 17.2 When an appropriate academic administrative official is concerned about a faculty member's/librarian's alleged failure to perform specific minimum assigned duties, the appropriate academic administrator shall informally discuss the matter with the affected faculty member/librarian.
- 17.3 In the event that the matter has not been resolved pursuant to Section 17.2 and, in the judgment of the Employer/University Administration, the faculty member/librarian has not shown improved performance relative to the alleged failure to perform specific minimum assigned duties, the following actions may be taken:
- (a) The faculty member/librarian will be notified in writing by the appropriate academic administrative official of the specific minimum assigned duties that the faculty member/librarian has allegedly failed to perform. Said notice shall include the factual basis for the allegations.
 - (b) If, in the opinion of the Employer/University Administration, the faculty member/librarian continues to neglect his/her specific minimum assigned duties after a reasonable period of time, the appropriate academic administrative official shall notify the faculty member/librarian and the Union in writing that he/she is being penalized financially in an amount not to exceed one (1) percent of the individual's base annual salary.
 - (c) If, in the opinion of the Employer/University Administration, the faculty member/librarian continues to neglect his/her specific minimum assigned duties after the imposition of the penalties imposed under Subsection 17.3(b) and after a reasonable period of time, the appropriate academic administrative official shall notify the faculty member/librarian and the Union in writing that his/her appointment will be reduced by an amount commensurate with the proportion of specific minimum assigned duties not being performed.
 - (d) Appropriate actions taken under Subsections 17.3(b) and (c) may be retroactive to the date of the first written notice to the faculty member/librarian.
- 17.4 Any action taken under this Article shall be taken only for just cause. This Article shall be utilized only in rare instances and for demonstrated and continued failure to perform minimum assigned duties.

ARTICLE XVIII
SUSPENSION AND TERMINATION FOR DISCIPLINARY REASONS

- 18.1 The appointment of a faculty member/librarian may be suspended or terminated if there is found to be just cause for such action(s). Suspensions for failure to pay the agency fee required by Article VII, Agency Fee, are not covered by this Article; such suspensions are covered in Article VII, Agency Fee.
- 18.2 Activities of a faculty member/librarian protected by the principles of academic freedom incorporated into Article VIII of this Agreement shall not constitute just cause for suspension or termination.
- 18.3 Until the final decision on suspension or termination of a faculty member/librarian has been reached, the faculty member/librarian shall continue at full pay. If in the judgment of the Employer/University Administration the continued service of the bargaining unit member would do serious harm to the University, the bargaining unit member may be relieved of duties.
- 18.4 A faculty member/librarian on an academic year appointment who is finally determined to have been terminated shall receive compensation equivalent to the proportion of the academic year served at the time that the determination becomes final.
- 18.5 Suspension or termination for just cause shall be made consistent with due process standards. Termination for just cause shall be governed by the following procedure:

DISMISSAL HEARING PROCEDURES

I. Dismissal of Faculty Members and Librarians

These procedures shall apply to all instances where dismissal of a faculty member or librarian is being considered except those covered by the “Procedures for Dealing with Charges of Misconduct in Research and Scholarly Activities at the University of Massachusetts at Amherst” (Trustee Document T91-035A) (<http://www.umass.edu/provost/admin/policies/misconduct.pdf>), the “University of Massachusetts at Amherst Sexual Harassment Policy” (<http://www.umass.edu/eod/sexual.pdf>), or the “Sexual Harassment Grievance Procedures” in the University of Massachusetts at Boston Affirmative Action Plan (http://www.umb.edu/student_services/student_rights/harrassment.html). Dismissal, defined as termination of the employment of a faculty member with tenure or a librarian with renewal rights, or of any unit member before the end of a specified term of appointment, may be effected by the University for just cause.

Except for serious misconduct, progressive discipline shall ordinarily be applied which may include specific attempts to remediate conduct or performance, as well as measures such as reprimand, censure, or suspension.

Just cause for dismissal will be related to the fitness of the faculty member or librarian in his or her professional capacity, and may include, but not be limited to, demonstrated substantial and manifest neglect of duty or failure to perform one's duty, severely inadequate performance, or egregious misconduct that substantially impairs the individual's fulfillment of his or her institutional responsibilities. In all cases of substandard performance, the University will make attempts at remediation prior to invoking dismissal procedures.

Dismissal procedures will not be used to restrain faculty members or librarians in the exercise of their academic freedom, or in the exercise of any other rights they possess as members of society.

II. Dismissal Procedures

A. Initiation of the Process

The formal initiation of the process for dismissal shall come from the Provost. (This duty may be delegated by the Provost or the Chancellor to another officer. Such officer acting as charging party shall hereinafter be referred to as the "Provost.") Throughout all stages of this procedure up to the appointment of a Hearing Panel, the Provost shall remain the officer in charge.

B. Informal Resolution Process

It is the declared objective of the University and the Union to encourage the prompt resolution of potential causes for dismissal in the interest of maintaining harmony within the campus environment. Whenever practicable, before a formal recommendation for dismissal is initiated, every effort should be made to resolve or remediate the problem. Unless the individual concerned requests otherwise, the following efforts to resolve the problem will be undertaken in all cases where the issue is the individual's performance and may be undertaken at the University's discretion in other instances. The department personnel committee, the department chair or head, the individual concerned, and his or her union representatives may review the matter and explore a mutually acceptable resolution of the matter. The Provost and/or appropriate dean may, upon request of the department personnel committee, the department chair or head, the individual concerned, or the union representatives, join in the discussions about resolving the matter. Informal attempts at resolution shall not extend beyond thirty days without the written agreement of the individual concerned and the Provost.

C. Filing of Formal Charges

If attempts at resolution of the problem fail at the informal level, and the Provost decides to proceed, he or she shall make a formal recommendation for dismissal of the individual concerned, and shall give written notice to the individual employee and to the MSP/FSU, stating the explicit charge against the employee. The written notice shall be given within ninety days after the University becomes aware of the matters giving rise to the charge, but this period may be extended for an additional thirty days in order to conduct the informal resolution process. The written notice shall contain:

- (a) a detailed statement of the charges, with reasonable particularity;
- (b) as to each charge, the names of the witnesses, insofar as known, who will testify in support of the specific allegations; and
- (c) insofar as known, the documentary evidence which will be presented.

The individual may submit his or her response to the charges, which shall become part of the record. The charges in support of the recommendation for dismissal may be added to or enlarged upon if investigation or review brings forth additional charges.

In cases of consideration of dismissal for performance as opposed to misconduct, Sections D, E, and F below shall apply. In all other cases, the process shall move immediately to Section G. The Provost, in his or her written notice under Section C above, shall indicate whether the case is unrelated to performance and is to be moved directly to a hearing under Section G. If the individual concerned disagrees with the Provost's determination as to the nature of the case, the matter shall be referred to the individual's department personnel committee for resolution. The personnel committee shall be limited to a determination as to the nature of the case and the resultant procedure to be followed.

D. Preliminary Review by the Department Personnel Committee

If the Provost decides to proceed, he or she will refer the charges to the department personnel committee (DPC) for a preliminary review. The DPC will review the charges, and all available information, and make its written report to the Provost. The report of the DPC may contain a specific recommendation and shall remain part of the documentation brought forward with the charges should the Provost decide to proceed.

E. Preliminary Review by the College Personnel Committee

If the Provost decides to proceed after receiving the report of the DPC, the Provost will refer the charges to the college personnel committee (CPC) for a preliminary review. The CPC will review the charges, and all available

information, and make its written report to the Provost. The report of the CPC may contain a specific recommendation and shall remain part of the documentation brought forward with the charges should the Provost decide to proceed. On the Boston campus, the preliminary review called for in this subsection shall be conducted by the CPC members in residence from the previous year, excluding any members of that CPC who are also members of the department/center/program of the charged individual or who are members of the CPC in the current year.

F. Provost's Decision to Proceed

Within fourteen days after receipt of the CPC's report, the Provost shall decide whether to go forward with the dismissal process, and provide a written copy of his or her decision to the DPC, the CPC, the individual concerned, and the MSP/FSU. If neither the DPC nor the CPC has recommended dismissal, and the Provost decides to proceed, he or she must provide compelling reasons in written detail for doing so. The individual concerned may be relieved from any or all academic duties during the proceedings if the Provost believes this to be in the best interest of the University. Such relief of duties shall be without loss of compensation and without prejudice.

G. Hearing Procedures

If the Provost decides to proceed, he or she shall provide a written copy of his or her decision to the individual concerned and to the MSP/FSU.

1. Convening of the Hearing

Within fourteen days after the Provost's decision to proceed, a Hearing Panel shall be appointed, as follows.

- (a) The Provost and the MSP/FSU shall conduct a random drawing of the names of all CPC members, placing the names on a roster in order of drawing. This shall be the order in which members will be selected for service on the Hearing Panel. The Hearing Panel shall consist of five tenured faculty members or librarians selected in order from among all CPC members, and two alternate members. However, on the Boston campus, selection shall be subject to the limitation that no more than three members of the Hearing Panel will be from the College of Arts and Sciences (CAS), and no more than two members of said Panel will be from any other college. The expiration of a member's term on the CPC shall not affect continued service on a Hearing Panel.
- (b) No sooner than one week after the circulation of the ordered roster:
 - i. on the Amherst campus, the first ten CPC members on the ordered roster who are not members of the CPC of the

- college of the charged individual shall meet in the presence of the parties to select the Hearing Panel;
- ii. on the Boston campus, the first twelve CPC members on the ordered roster shall meet in the presence of the parties to select the Hearing Panel.
- (c) On the Boston campus, in proceeding through the roster to select members of the Hearing Panel, if a point is reached where three Panel members are faculty from CAS, then no additional faculty on the roster from CAS will be included on the Panel; and if a point is reached where two members of the Panel are faculty from one of the other colleges, then no additional faculty member on the roster from that college will be included on the Panel. If the Hearing Panel does have either three members from CAS or two members from one other college or both, then both of the alternates cannot be from the college that is at its limit. If an alternate is needed to replace a member of the Panel, that alternate must be chosen so as not to exceed the per college limits on the Hearing Panel.
 - (d) Any potential Hearing Panel member may request in writing that he or she be excused for appropriate reason. Requests to be excused shall be the first order of business during the meeting referenced above. The remaining members shall, if necessary, question a member requesting an excuse and then decide whether to grant the excuse. The remaining members shall select one member who will question each potential Hearing Panel member as to the extent of his or her personal or professional relationships with either party, and whether there is any reason he or she would be unable to hear the case fairly and impartially and render a fair and impartial recommendation. Additional questions may be submitted by the parties to the member conducting the questioning. Any members not excused shall have the opportunity to suggest further questions to be asked. The member conducting the questioning may disallow any questions on grounds of lack of relevance. Another member will be selected to question the member conducting the questioning according to the same process.
 - (e) Each party shall have an unlimited number of challenges for cause. If a party challenges a member of the Hearing Panel roster for cause, the party shall state the grounds for the challenge. The standard to be followed in ruling on for cause challenges is whether in light of the challenged person's knowledge of the case, personal or professional relationships with a party, and statements made during the selection and challenge process, the committee member is able to fairly and impartially hear the case and render a fair and impartial recommendation. The challenge for cause shall be ruled on by the remaining members. Each party shall have one peremptory challenge. Peremptory challenges shall follow challenges for cause.
 - (f) If a member is removed from the Hearing Panel under these provisions, the next name on the ordered roster will be advanced to

keep the Hearing Panel at five members, with two alternate members. All such replacements are subject to the same process described above. Should the pool of candidates at the selection meeting be reduced to less than five plus two, the pool shall be replenished by adding the next name(s) from the CPC ordered roster. Selection of additional Hearing Panel members shall proceed in the manner outlined above. The Hearing Panel shall be composed of the first five CPC members from the ordered roster remaining, and the next two shall serve as alternates. In addition, the Provost shall designate a dean (not from the college of the individual concerned) who shall serve as an ex officio member of the Hearing Panel. The designated dean shall participate in all proceedings and deliberations of the Hearing Panel, but shall not vote.

- (g) All five members and two alternates shall attend all proceedings, but alternate members shall not be involved in deliberations or recommendations. If a Hearing Panel member is unable to continue service on the Panel, the Hearing Panel shall designate an alternate to serve. If this occurs before the hearing of evidence, a new alternate shall be designated by the Panel from the ordered roster using the same procedure described above. If, due to attrition, the Hearing Panel membership is reduced to four after hearing evidence has begun, the hearing process shall continue. Further attrition shall result in cancellation of further hearings and reinitiation of the process.
- (h) A detailed, confidential record of the Hearing Panel selection process shall be kept, and shall include names of all participants and their relations to the case.

2. The Hearing Process

- (a) The Chair of the Hearing Panel, who shall be selected by majority vote of the Hearing Panel, shall be in charge of all subsequent stages in the hearing process, and may vary the following procedures as justice and due efficiency may require. The University will bear any costs of the hearing procedure, except that the individual concerned will be responsible for any fees he or she incurs for counsel, expert witnesses, and other defense expenses.
- (b) Within seven days of the selection of a Hearing Panel, written notice of the specific charges will be given to the individual. If the individual concerned waives his or her right to appear, or refuses to participate in the hearing in person or in writing, the Hearing Panel will evaluate all available evidence, and will rest its recommendation upon the evidence in the record.
- (c) The hearing will be closed unless the individual concerned requests in writing that it be open.
- (d) During the hearing, the individual concerned will be permitted to be represented by an academic advisor, a Union representative, or a

personal advisor. Representation by an attorney will not be permitted, except that the charged individual may be accompanied and advised by legal counsel only when criminal charges involving the same issues as the disciplinary charges are pending against the individual. In such a circumstance, the Provost may likewise be accompanied and advised by legal counsel. Legal counsel may not speak on behalf of either party. The Provost may be accompanied by or represented at the hearing by a designee. At its request, the Union may additionally have two representatives observe the proceedings, and the individual may, at his or her request, have one personal or academic advisor in attendance as an observer. Each side shall prior to commencement of the hearing notify the Chair of the Hearing Panel as to the identity of the person who will speak for each side and any other individuals who will be present. Unless permitted in the discretion of the Hearing Panel, only one person shall speak for each side, in presenting evidence, or cross-examining witnesses, or making opening or closing statements.

- (e) A tape recording of the hearing or hearings shall be made and shall be provided to the individual promptly upon request. If a transcript is mutually desired the cost shall be shared equally; otherwise, either party requesting a transcript shall bear the cost.
- (f) The burden of proof that just cause exists rests with the Provost.
- (g) The individual concerned will be afforded an opportunity to obtain all relevant witnesses and documentary or other evidence, and the administration of the University will attempt to secure the cooperation of such witnesses and make available all relevant documents and other evidence within its control.
- (h) The Chair of the Hearing Panel may grant adjournment to enable either party to investigate evidence as to which a valid claim of surprise is made.
- (i) The Provost and the charged individual shall have the right to confront and cross-examine all witnesses. No anonymous material will be introduced into evidence; in this regard, student evaluations of teaching pursuant to Articles 21.7, 21.9, 33.6, and 33.8 shall not be considered anonymous material.
- (j) The Hearing Panel will not be bound by strict rules of legal evidence. The Hearing Panel will make all determinations about relevance of testimony and witnesses, and will rule on all interpretations of rules, regulations, and policies and any requests that are made during the hearing.
- (k) The Hearing Panel will conduct a fair and impartial hearing which ensures the rights of all parties involved; will receive and consider relevant evidence which reasonable people customarily rely upon in the conduct of serious business; will ask relevant questions of the Provost, the individual charged, and any witnesses if needed to elicit information which may assist in making a recommendation; and will

ensure that the Provost and the individual have full opportunity to present their claims orally or in writing, to present and cross examine witnesses, and to present evidence which may establish their claims.

- (l) The findings of fact and the recommendation will be based solely on the hearing record.
- (m) Unless the individual concerned requests otherwise, except for such simple announcements as may be required covering the time of hearing and similar matters, public statements and publicity about the case by the Hearing Panel, the individual concerned and his or her representatives, and the administration will be avoided until the proceedings have been completed and a recommendation reached. The appropriate chancellor, the individual concerned, and the MSP/FSU will be notified of the recommendation in writing and will be given a copy of the record of the hearing.
- (n) Conduct of the Hearing
 - The Chair of the Hearing Panel shall be in full charge of the hearing.
 - Hearing sessions may be scheduled, at the discretion of the Chair of the Hearing Panel, on any weekday during the academic year during the hours from 8:00 a.m. to 6:00 p.m. or, by unanimous consent of the parties, at other times or during other periods.
 - The Chair of the Hearing Panel shall read the specification of charges against the individual.
 - The Chair of the Hearing Panel shall request the individual to submit a brief response to the charges, indicating whether the specifications are admitted or denied.
 - Brief opening statements will be permitted.
 - The Provost shall present testimony to support the charges. The individual concerned and his or her advisor or Union representative shall have the right to cross-examine witnesses and present evidence in response to the charges. The Provost shall have the right to cross-examine the individual's witnesses.
 - After the case of the individual, the Provost may present rebuttal evidence. Rebuttal evidence shall be limited to new matters brought forth in the individual's case. Surrebuttal evidence (limited to evidence rebutting the charging party's rebuttal evidence) shall be allowed.
 - The provost may present closing arguments.
 - The individual concerned or his or her advisor or Union representative may present closing arguments.
 - The Hearing Panel shall adjourn the hearing and shall thereafter prepare its findings and conclusions in the form of a written report. The oral deliberations of the Hearing Panel shall be confidential.

3. The Hearing Panel's Report; Chancellor's Decision

The Hearing Panel shall report to the Chancellor within thirty days after the conclusion of the hearing, or as soon thereafter as possible. The Hearing Panel shall determine, with supporting reasons as to each charge, whether the administration by a preponderance of the evidence has proved that the conduct as charged occurred, and if so, whether it (a) merits dismissal or (b) does not merit dismissal. If the Hearing Panel concludes that the conduct does merit dismissal, but that there are circumstances that warrant clemency, it will so recommend. If the Hearing Panel concludes that the conduct does not merit dismissal, it may recommend (a) that the conduct does not merit any disciplinary action or (b) a lesser penalty than dismissal.

The Chancellor shall not be limited in his or her decision to the recommendation of the Hearing Panel, but shall provide a statement of compelling reasons in written detail if he or she decides to impose a sanction more severe than that recommended by the Hearing Panel. Such decision shall be rendered within seven days of receipt of the Hearing Panel's report, and the Chancellor shall promptly notify the individual concerned, the Provost, the Hearing Panel, and the MSP/FSU of his or her decision in the case, together with reasons therefor if he or she does impose a penalty. The decision of the Chancellor shall be final, subject only to review by the President or designee as hereinafter provided, judicial review or grievance procedures available under existing collective bargaining agreements. The MSP/FSU shall have the sole right, within thirty days of receipt of the notification of the Chancellor's decision, to initiate final and binding arbitration of said decision under the provisions of Article 25.5(c).

H. Review by the President or Designee

Within five days of receipt of the Chancellor's decision, the individual may appeal the Chancellor's decision to the President or designee. After reviewing the written record, the President or designee shall, within thirty days, render a written decision either concurring with the Chancellor's decision or remanding the matter to the campus for reconsideration at the appropriate level(s), as specified by the President. The timelines set forth in this article for such level(s) shall then apply. A matter may only be remanded to the campus once. If such an appeal is made to the President or designee, the thirty-day period for filing for arbitration shall begin on the date the President or designee's decision is received or the due date for such decision, whichever shall occur first.

I. Time Limits

Expeditious completion of these procedures is in the best interests of all parties concerned. The time limits specified are desired. The Provost, Hearing Panel, or Chancellor, as appropriate, may, upon request or his, her, or its own initiative, extend for compelling cause, any of the foregoing time limits.

J. Trustee Policy

This Agreement supercedes and replaces Trustee Policy #T64-061, which is hereby rescinded as it applies to bargaining unit members.

K. Implementation

The parties agree to the creation of a joint committee on each campus to devise implementation guidelines to address such issues as timelines and quorum provisions, and to discuss the relationship of this process to the process described in Article 17.

18.6 Removal of Principal Investigators

Funded activities with contracted obligations under the direction of a principal investigator or project director are normally appropriately viewed as work products of those who have secured funding in these roles. These activities will include, but not be limited to, research grants, training grants, education grants, conference grants, and unrestricted donations or grants for unspecified research or consultation in designated areas. From time to time, issues arise concerning the discharge of contracted obligations that can have serious consequences for the University, its officials, faculty, and students who are involved. There may be occasions such as issues concerning misconduct, incapacitation, or resignation, which could appropriately result in removing a principal investigator or project director from a position of primary responsibility in fulfilling funded obligations, or not allowing a successor grant application to be made. The intention of this policy is to specify the procedures for dealing with such circumstances in a way that preserves the rights and responsibilities of all concerned parties (including funding sources). No principal investigator or project director will be involuntarily removed from grantee status or disallowed opportunity to renew grantee status except in conformance with the procedures below.

For the purposes of this policy, the line of administration will be considered to go from the faculty member to the head, chair, or director of his or her department or program, then to the dean of the appropriate college, and then to the Vice Chancellor for Research or similar position. Hereafter, "grantee" will refer to any principal investigator, any pair (or larger group) of principal

investigators, or any project director or pair (or larger group) of project directors.

Procedures:

In the event that anyone has concerns about the conduct of a grantee in the performance of a grantee's funded obligations, those concerns shall be directed in writing to the head, chair, or director of the grantee's department or program, who will then initiate an informal meeting with the grantee to discuss the situation. At this point in the process, the head, chair, or director will discuss the situation without identifying the person or agency that has brought forward the concerns. This initial step should be regarded as a primarily informal attempt at a quick resolution of issues.

If the situation cannot be resolved informally to the satisfaction of both parties (the head, chair, or director and the grantee), the head, chair, or director will inform the grantee in writing of the concerns that were previously discussed informally, as well as detailing the origins of the concerns, and may suggest formal steps to be taken to deal with the concerns that would be satisfactory. At this point, the Vice Chancellor for Research or similar position may seek input from the sponsor. The grantee shall make any response in writing within two weeks after receiving written notice of the concerns. If the outstanding issues are not resolved by this exchange to the satisfaction of both parties, and cannot be resolved within two additional weeks by a further exchange of letters, then either party can request that the file of letters be forwarded to the dean. The dean will initiate an informal meeting with the grantee and the head, chair, or director in an effort to negotiate a settlement. If the dean cannot negotiate a mutually agreeable settlement within one month of receiving the case, the file will go forward with a narrative letter reporting the efforts attempted and their failure, along with any comments, to the Vice Chancellor for Research or similar position.

When the file reaches the Vice Chancellor for Research, a final attempt at a mutually agreeable informal settlement may be made by the Vice Chancellor for Research. If this fails, or if the Vice Chancellor does not believe that an informal settlement is possible, he or she shall, within one month of receiving the case and with the concurrence of the Research Council at the Amherst campus (and through an analogous procedure at the Boston campus to be determined by the Union and the Administration), appoint a hearing panel of five tenured faculty members not from the same school who have been extramural grantees of some kind during the past seven years to settle the disagreement. The Vice Chancellor will appoint the chair of the hearing panel. The hearing panel will meet within one month of their appointments. After hearing from all parties in an appropriate hearing procedure, to be concluded within one month of the initial meeting and to be determined by agreement between the hearing panel and the Vice Chancellor for Research after

consultation with all parties, the hearing panel will issue its written recommendation, based on a majority decision, to the Vice Chancellor for Research and all parties within one month after the hearing ends. The recommendation, with explanation of reasons, will be either that no change in the management of the funded activity be made, or that the Vice Chancellor work with the funding agency and any campus agencies involved to negotiate a change in funding responsibilities. The decision of the Vice Chancellor for Research will be made within two weeks of receipt of the hearing panel's recommendation and will be binding on all parties, as will the results of any negotiations concluded by the Vice Chancellor for Research after a recommendation for change.

Timelines:

Every effort should be made to observe the timelines above, which may nonetheless be extended by mutual agreement.

ARTICLE XIX
WORKING CONDITIONS

- 19.1 The Employer/University Administration agrees to provide working conditions that meet health and safety standards provided for in applicable state and federal statutes. When a condition is found not to meet such standards, the Employer/University Administration agrees to remedy such conditions as soon as possible and within budgetary constraints; provided further, however, that no bargaining unit member shall be compelled to work under conditions which confront him/her with an imminent safety and/or health danger.
- 19.2 Subject to the availability of funds, the Employer/University Administration agrees to continue to provide overall support services at least at a level commensurate with those currently in effect for bargaining unit members.
- 19.3 The Employer/University Administration agrees to provide to the Union on an annual basis an accounting of the sources and distribution of indirect funds derived from the procurement of grants and other external funding awards.
- 19.4 A joint labor management multi-union committee, consisting of any UMass Boston union which chooses to participate, shall be established for the purpose of discussing any proposed changes in parking fees for members of the bargaining units at the UMass Boston campus. This committee shall convene no later than April 3, 2012 and meet regularly through October 31, 2012. This committee shall be charged with reaching a mutually agreed-upon proposal and will be empowered to reach understandings in parking rate changes and other provisions associated with travel to and from the UMass Boston campus. A mutually agreed-upon proposal to increase parking fees may be implemented at any time.
- In the event no agreement is reached on or before October 31, 2012, the parties shall request the participation of a mutually acceptable third party neutral from the American Arbitration Association. This individual shall engage both parties in a full day session to mediate disparities in each party's proposals. At the request of both parties, this mediation engagement can be extended to a second day. In the event that an agreement is not reached during the initial day or the mutually agreed-upon second day, the matter shall proceed to interest arbitration before a mutually acceptable third party neutral from the American Arbitration Association. The findings of the arbitrator shall be binding upon all parties. Prior to the engagement of any neutral, at least four days shall be reserved as mediation/arbitration days. The cost of said neutral(s) shall be borne equally by both parties.
- 19.5 Parking rates on the Amherst campus shall be governed by the terms of the agreement reached between Amherst campus unions and the University in May 1999.

19.6 The Amherst campus administration will recommend to the Faculty Senate that representatives designated by the Union be included on committees that review capital/physical plant needs and plans for the campus.

ARTICLE XX
LIBRARIANS

20.1 The Employer/University Administration recognizes that professional librarians are a closely allied group whose ultimate academic support function of aiding and furthering the educational and scholarly goals of the University in its three-fold educational mission of teaching, research and service, converges with that of the faculty, although pursued through different means and in a different manner.

20.2 Definitions

20.2.1 Librarian is defined as a bargaining unit member with the title of Librarian I, II, III, IV or V.

20.2.2 Professional librarian work experience, as used in this Article, is defined as employment at an academic, research or specialized library in a job capacity recognized as professional.

20.2.3 Total years of previous experience, as used in this Article, is defined as years of professional librarian work experience prior to employment at the University or other relevant work experience which is directly related to the qualifications of the specific position.

20.2.4 Credit for prior experience, as used in this Article, is defined as those years of total previous experience credited toward rank upon initial appointment and credited toward eligibility for a five (5) year reappointment, which credit shall not exceed three (3) years.

20.2.5 Length of service at the University, as used in this Article, is defined as the total number of years in the ranks of Librarian I through V at the libraries of the University.

20.2.6 Years of service in rank, as used in this Article, is defined as the total number of years in a given librarian rank at the University.

20.2.7 Year, as used in this Article, in calculating years of previous experience or shall be defined as twelve (12) months of employment at thirty-five (35) or more hours a week. Anything less shall be pro-rated.

20.2.8 Personnel action, as used in this Article, is defined as reappointment, promotion, and merit salary increases.

20.3 Committees

20.3.1 Librarians Personnel Committee

Each year the librarians in the bargaining unit on each campus shall elect a Librarians Personnel Committee (LPC), for the purpose of making recommendations to the Director of Libraries (DOL) in personnel actions as set forth herein. This committee shall serve from July 1 through June 30 and the DOL shall be notified by July 1 of the members elected to serve. The LPC shall meet as necessary to fulfill its responsibilities set forth in this Agreement. In addition, the LPC may make recommendations for sabbatical leaves and, pursuant to Subsection 20.5.2 recommendations for initial appointments and for the number of years of credit for prior experience that should be granted

toward rank upon a librarian's initial appointment and toward eligibility for a five-year reappointment. Neither these recommendations nor decisions counter to them shall be grievable.

20.3.2 Other Committees

The Employer/University Administration retains the right to seek the advice and counsel of an individual or group of librarians on matters of mutual interest, consistent with this Agreement and the requirements of M.G.L. Chapter 150E.

20.4 Procedures for Personnel Actions

20.4.1 Notice of a personnel review for reappointment or promotion shall be sent to the librarian by the DOL no later than August 1 prior to the academic year in which the review takes place.

20.4.2 In reviews for promotions and five-year reappointments the procedures listed below shall be followed.

A. In accordance with Sections 24.4 and 24.5, a basic file shall be created.

B. The librarian shall submit to the administrative unit head any and all materials for inclusion in the basic file that he/she believes will be relevant to the scheduled personnel action.

C. The materials in the basic file shall be accessible to the librarian, with the exception of any letters of reference or evaluation to which he/she has voluntarily waived access.

D. When the basic file is forwarded from the level of the librarian's administrative unit head, it shall contain:

1. a table of contents;
2. a current resume (including a list of professional accomplishments);
3. the librarian's Annual Report and Evaluation Forms;
4. copies and reviews of publications and/or evidence of other professional accomplishments;
5. any letters of reference or commendation received by the department head in connection with the scheduled personnel action;
6. any and all materials submitted by the librarian; and
7. the recommendation of the librarian's administrative unit head.

E. At subsequent administrative levels, there shall be added, as applicable at each level:

1. the recommendations of department and/or division heads;
2. the recommendation and numerical vote of the LPC;
3. the recommendation of the DOL;
4. the decision of the provost; and
5. other materials solicited, submitted, or received during the review process.

F. A copy of the updated table of contents of the basic file and the recommendation of the LPC shall be sent to the librarian when the basic file is forwarded to the Director.

G. A copy of the updated table of contents and the recommendation of the DOL shall be sent to the librarian and the LPC when the basic file is forwarded to the provost.

H. A copy of the updated table of contents and the decision of the provost shall be sent to the librarian, the DOL and the LPC when the decision is made.

20.4.3 A. The DOL or other administrative official shall make a recommendation or decision counter to the original recommendation of the LPC only in exceptional circumstances and with compelling reasons in written detail, which shall specifically address the content of that recommendation as well as the established standards and criteria.

B. When the DOL is considering making a recommendation or decision counter to the original recommendation of the LPC in those personnel actions specified in Article 24.4(b), the DOL shall invite the LPC to provide additional information for the basic file or clarification of the recommendation in question.

C. When the Provost is considering making a decision counter to either the recommendation of the LPC or the recommendation of the DOL in those personnel actions specified in Article 24.4(b), the provost shall invite the DOL to provide additional information for the basic file or clarification of the recommendation in question.

20.5 Appointments

20.5.1 Posting of Vacancies

A. When a vacancy is to be filled, notice of all such vacancies in librarian positions within the bargaining unit, with a description of the position, shall be posted on a designated bulletin board in each of the University's libraries, or by comparable electronic means. In addition, the job opportunity sheet shall be forwarded to the Union office on each campus.

B. The recruitment procedures and filling of vacancies shall conform to applicable affirmative action guidelines.

20.5.2 Procedure

The LPC shall have the opportunity to review the application files of every applicant for any vacant bargaining unit position in the libraries. After consulting the LPC, the DOL and the departmental head shall select the candidates to be interviewed for the position. The LPC shall have the opportunity to interview all final candidates and to recommend to the DOL and the departmental head the order of preference in which the final candidates should be offered the position. When appropriate the LPC may recommend the number of years of credit for prior experience that should be granted toward rank and toward eligibility for a five-year reappointment.

20.5.3 Criteria

Initial Appointment Criteria

A. For appointment as Librarian I, a candidate must have satisfied all the requirements of a master's degree in library science – or equivalent degree -- from a program accredited by the American Library Association, or its appropriate equivalent in librarianship from another country, or have appropriate equivalent experience; and have qualifications appropriate to the specific job description.

B. For appointment as Librarian II, a candidate must have a master's degree in library science -- or equivalent degree -- from a program accredited by the American Library Association, or its appropriate equivalent in librarianship from another country, or have appropriate equivalent experience; normally have two (2) years of experience as a professional librarian in this or another academic research or specialized library; and have qualifications appropriate to the specific job description.

C. For appointment as Librarian III, a candidate must have a master's degree in library science -- or equivalent degree -- from a program accredited by the American Library Association, or its appropriate equivalent in librarianship from another country, or in exceptional circumstances, have appropriate equivalent experience; normally have five (5) years of experience as a professional librarian in this or another academic, research or specialized library, of which three (3) years of experience must be in an appropriate field of library specialization; and have qualifications appropriate to the specific job description.

D. For appointment as Librarian IV, a candidate must have a master's degree in library science -- or equivalent degree -- from a program accredited by the American Library Association, or its appropriate equivalent in librarianship from another country, or, in exceptional circumstances, have appropriate equivalent experience; normally have ten (10) years of experience as a professional librarian in this or another academic, research or specialized library, of which three (3) years of experience must be in an appropriate field of library specialization; and have qualifications appropriate to the specific job description.

E. For appointment as a Librarian V, a candidate must have a master's degree in library science -- or equivalent degree -- from a program accredited by the American Library Association, or its appropriate equivalent in librarianship from another country, or in exceptional circumstances, have appropriate equivalent experience; normally have fourteen (14) years of experience as a professional librarian in this or another academic, research or specialized library, of which three (3) years of experience must be in an appropriate field of library specialization; demonstrated excellence in librarianship and

individual specialization; and have qualifications appropriate to the specific job description.

20.5.4 Initial Contract Length

A. Individuals appointed full-time and part-time to the position of Librarian I or II shall be granted an initial contract of at least twelve (12) months, but may be granted a contract of up to twenty-four (24) months at the discretion of the Employer/University Administration.

B. Individuals appointed full-time and part-time to the position of Librarian III, IV or V shall be granted an initial contract of at least twelve (12) months, but may be granted a contract of up to thirty-six (36) months at the discretion of the Employer/University Administration.

C. All such initial contracts mentioned in Subsections 20.5.4A and B shall be granted so that the contracts expire on July 1.

D. Individuals appointed to the positions of Librarian I through V for the purpose of carrying out a specific project or to fill a short-term need shall be appointed for no longer than twenty-four (24) months. Individuals appointed to such temporary positions shall be included in the bargaining unit upon appointment only when their initial appointment is for a period longer than one (1) year. Individuals appointed to such temporary positions with initial appointments of one (1) year or less shall become members of the bargaining unit upon completion of nine (9) calendar months of service.

E. All individuals appointed to permanent part-time Librarian I through V positions shall be included in the bargaining unit and shall receive pro-rated salary and fringe benefits, as appropriate.

20.6 Evaluation

20.6.1 Each librarian shall be reviewed annually on the agreed-upon form entitled "Annual Report and Evaluation for Librarians." This review shall be in accordance with the timeline for personnel actions.

20.6.2 The librarian shall receive a copy of the completed evaluation form.

20.6.3 Personnel actions shall be based on the evaluation of the librarian's performance of assigned duties and responsibilities on the evaluation form and other relevant materials gathered in accordance with past practice in the campus library.

20.6.4 Except for the failure to evaluate a bargaining unit librarian according to his/her assigned duties and responsibilities, the provisions of Subsection 20.6.3 shall not be subject to Article XXV, Grievance Procedure.

20.7 Reappointments

20.7.1 In accordance with Subsection 20.3.1, 20.4.1, 20.4.3, and in cases involving five-year reappointments also 20.4.2, the LPC shall make recommendations on reappointments in conformity with Section 20.12, Timelines. The LPC shall forward its recommendations in writing to the DOL. After considering the LPC recommendation and relevant materials, the DOL

shall forward his/her recommendation and the recommendation of the LPC to the Provost. Copies of the recommendations shall be sent to the librarian and the LPC at the same time they are sent to the next level of review. A copy of the Provost's decision shall be sent to the librarian and the LPC.

20.7.2 After completion of the initial appointment, a librarian shall be eligible for reappointments with a term of either two (2) or three (3) years, expiring July 1, provided that the librarian has exhibited satisfactory performance as demonstrated through his/her annual review (using the form set forth in subsection 20.6.1), unless timely notice is given of intent not to reappoint or to reappoint for a shorter period.

20.7.3 After demonstrated satisfactory completion of six (6) or more years of service (including credit granted for prior experience), as of July 1, the librarian is eligible for a five-year reappointment. On the recommendation of the LPC, a librarian may be granted up to three years' credit for prior experience toward the establishment of the foregoing eligibility. In order to obtain a five-year reappointment, a librarian must demonstrate a high degree of competence in the performance of his/her duties as demonstrated through his/her annual review.

20.7.4 Once a librarian is given a five-year reappointment, such reappointment shall be renewable only for successive five-year terms unless timely notice is given in writing of intent not to reappoint or to reappoint for a shorter period, either of which shall be only for just cause.

20.8 Promotions

20.8.1 Procedures for Promotion

A. A librarian may become a candidate for promotion by self-nomination or by accepting nomination by the immediate supervisor, the LPC or the DOL or his/her designee. A nomination for promotion shall be sent in writing to the DOL.

B. The LPC shall consider each candidate for promotion and shall forward its written recommendation to the DOL. After considering the LPC recommendation and relevant materials, the DOL shall forward all recommendations in writing to the provost for action.

C. The procedure set forth in Subsections 20.8.1A and B shall be in accordance with the timelines as set forth in Section 20.12.

20.8.2 Criteria for Promotion

A. A promotion is defined as a change in rank as a librarian from one rank to the next higher rank.

B. In order to be considered for promotion, a librarian must meet the requirements of the rank in question as set forth in Subsections 20.5.3B through E and the following experience requirements:

<u>To Promote To</u>	<u>Minimum Total Years Of Previous Experience and Length of Service To University</u>	<u>Minimum Years of Service in Rank</u>
Librarian II	2	1
Librarian III	5	2
Librarian IV	10	3
Librarian V	14	3

C. Promotions will be primarily based on meritorious performance of duties and responsibilities; and secondarily on meritorious performance of professional growth and development and service activities as a professional librarian. The standards and criteria for promotion decisions will be those contained in the document "Library Promotion Policy."

20.9 Notice

20.9.1 The Employer/University Administration shall provide each librarian with notice of the decision regarding reappointment as follows:

<u>Length of Continuous Service to the University</u>	<u>Minimum Notice Required Prior to Expiration of Appointment</u>
Up to one year	3 months
More than one but less than six years	6 months
Six or more years (and not covered below.)	12 months
Librarian serving on second or subsequent five-year contract	24 months

20.9.2 Notice of Resignation

A librarian who wishes to resign shall give the following minimum notice to the University prior to the expiration of appointment:

<u>Length of Service at the University</u>	<u>Minimum Notice Required</u>
Up to one year	30 days
More than one year but less than six years	60 days
Six years or more	90 days

20.9.3 Continuous service shall be broken only by resignation or termination.

20.10 43 Week Workyear

20.10.1 Librarians who desire to be employed on less than a twelve (12) month basis may make written application to the DOL for conversion to a 43-week workyear no later than six (6) months prior to the effective starting date of the requested 43-week workyear. Such requests shall not be deemed a personnel action subject to Sections 20.3 and 20.4. Approval or disapproval of the request shall be given in writing by the DOL no later than three (3) months prior to the requested effective date. In making the decision, the DOL shall give consideration to the need of the library to perform its service obligations to the University community, the librarian's professional specialization, the number of 43-week workyears previously awarded to the librarian and years of satisfactory service. Where such requests are denied, specific reasons will be provided in writing to the librarian. Such denials shall not be subject to Article XXV, Grievance Procedure.

20.10.2 Librarians awarded a 43-week workyear shall receive a salary of eighty-five (85) percent of the then current 52-week contract salary. Such salary shall be paid over a 52-week period, and fringe benefits as applicable shall be appropriately pro-rated.

20.10.3 No librarian shall be required to convert to a 43-week workyear.

20.11 Workload

20.11.1 The workload for librarians shall be a maximum of thirty-seven and one half (37.5) hours per week. The scheduling of librarians' working hours shall be the right of the DOL or designee. The development of the working schedule shall take into account the following factors: the need of the library to perform its service obligations to the University community, the librarian's professional specialization, the years in rank of the librarian and his/her preference. To the extent possible there shall be equitable treatment in the scheduling of librarians' hours.

20.11.2 Each librarian who wishes release time to pursue advanced study, research or teaching, or to attend professional meetings, shall make written application to the DOL at least twenty (20) days prior to the requested date for release. The request shall specify the reasons for the request, the activities

to be undertaken, the benefit to the library and the amount of release time necessary to complete the project. The DOL shall provide his/her written decision to the librarian within (10) days of receipt of the request.

20.12 Timelines

The DOL shall formulate a timeline for personnel actions no later than September 1 of each year. The timeline for personnel actions beyond the level of the DOL shall be in accord with the campus master calendar.

20.13 Vacation Leave

For bargaining unit librarians, paid vacation shall be twenty-two (22) days a year accumulated on a monthly basis and credited to bargaining unit librarians on the last Saturday of the calendar month during which such vacation leave accrued. One (1) additional day a year shall be added to the vacation leave benefits available to a bargaining unit librarian upon the completion of five (5), ten (10) and twenty (20) years of service, respectively. In no event shall the credited vacation leave of a bargaining unit librarian exceed sixty-four (64) days. Any unused vacation leave to exceed sixty-four (64) days will automatically be converted to paid sick leave.

20.14 Effective Date

In no case shall the terms of this Article abrogate notice and other actions properly given under University procedures in effect prior to the effective date of this Article, nor shall the Employer/University Administration be held to the requirements set forth herein where the effective date of this Article makes compliance with such requirements impossible or impracticable to fulfill.

ARTICLE 21(B)
NON-TENURE SYSTEM FACULTY (LECTURERS): BOSTON CAMPUS

21(B).1(A) Notwithstanding the provisions contained in Article 2.2, per course non tenure system faculty members shall become members of the bargaining unit upon completion of one year of continuous service as defined in Article 21(B).2 or those members of the University College bargaining unit (Unit B) who have met the eligibility criteria referred to in Article 21(B).4.

21(B).1(B) Lecturer Ranks

There shall be five ranks of lecturers at UMB:

Probationary, Per-Course Lecturer—Those lecturers who are hired on a per-course basis and have not completed the probationary period referred to in Article 21(B).5

Per-Course Lecturer (Post Probation)—Those lecturers who are hired on a per-course basis who have completed the probationary period referred to in Article 21(B).5, but who have not met the benefit eligibility criteria referred to in Article 21(B).4

Lecturer I—Those lecturers who have met the eligibility criteria referred to in Article 21(B).4

Lecturer II—Those lecturers who have met the eligibility criteria referred to in Article 21(B).11

Senior Lecturer—Those lecturers who have been promoted in accordance with the provisions contained in Article 21(B).12

All lecturers shall be compensated in accordance with the salary provisions contained in Article 26(B).

21(B).1(C) The personnel committees referred to in Articles 12.3 and 12.4 may include non tenure system faculty members.

21(B).2 Length of Service; Brief Interruptions

As used in this Article, service shall mean continuous, uninterrupted service, *provided* that brief interruptions in service under the following circumstances

(a) a temporary interruption of service of four (4) semesters or less caused by the Employer/University Administration; or

- (b) a temporary interruption of service of four (4) semesters or less for professional development recommended by the department chair/program director and approved by the dean; or
- (c) a temporary interruption of service of four (4) semesters or less for purposes of introducing a new child—natural, adoptive, or foster—into the household; or for medical reasons.

shall not be deemed a break in service. All other interruptions in service shall be deemed a break in service after which a faculty members returning to service shall be deemed a newly hired faculty members for the purpose of determining unit placement, rank, probation, and course assignment pursuant to Section 21(B).6 (Priority List).

21(B).3 Workload; Full-Time Equivalent (FTE) Status

- (a) The workload of per-course lecturers (probationary and post-probationary) shall normally consist of teaching and directly related responsibilities, such as regularly scheduled office hours and normal extra-classroom instructional assistance to students. In cases where per-course lecturers perform additional workload assignments, such assignments and the compensation to be paid shall be mutually agreed upon by the Employer/University Administration and the lecturer and shall be specified on his/her appointment and reappointment forms.
- (b) The workload of Lecturer I's, Lecturer II's, and Senior Lecturers shall include those activities listed in the first paragraph of this Article, plus additional responsibilities in assisting the department chair/program director or his or her designee on scheduling matters or other appropriate professional matters the department chair/program director or designee may determine. All such additional responsibilities shall be specified on the lecturer's appointment and reappointment forms.
- (c) For the purpose of calculating a lecturer's full-time equivalent (FTE) status, each three-credit course shall be equal to at least 25% FTE; *provided* that no lecturer shall be entitled to health insurance or other fringe benefits unless they have met the eligibility requirements described in Article 21(B).4.

21(B).4 Fringe Benefits

- (a) All full-time lecturers shall be entitled to appropriate fringe benefits in accordance with state rules, regulations or statutes, subject to any necessary approvals by the Group Insurance Commission and the State Board of Retirement.

(b) Part-time lecturers shall be entitled to appropriate fringe benefits in accordance with state rules, regulations or statutes, subject to any necessary approvals by the Group Insurance Commission and the State Board of Retirement, if they:

- (1) are employed at .75 FTE or greater; or
- (2) are appointed on a per-course basis at .50 FTE or greater, upon
 - a) meeting the bargaining unit eligibility described in Article 21(B).1; and
 - b) thereafter having been employed three consecutive academic semesters in either a fall or spring semester at .50 FTE or greater.

Assignment of courses shall be subject to availability of funding, departmental need, and the lecturer's position on the department's priority list. Consistent with other applicable contractual provisions and departmental need, every effort will be made to ensure that eligible lecturers are not denied access to teaching state-funded courses. In no case shall the University be required to make available courses to meet the provisions of this Agreement.

- (c) Courses taught in different departments shall be included in the calculation of benefit eligibility
- (d) Whenever a lecturer has met the eligibility requirements contained in paragraph (b), above, but subsequently is assigned to a less than 50% FTE assignment, the University and the Union shall use their best efforts to identify alternative assignments to enable the lecturer to maintain his or her benefits. Such alternative assignments may include an assignment to a course in another department or college or a non-teaching assignment.
- (e) A lecturer who has met the eligibility requirements contained in paragraph (b), above, but who, without a break in service as defined in Section 21(B).2, is subsequently assigned to a less than 50% FTE assignment will be eligible for benefits immediately upon the resumption of an assignment of 50% FTE or greater.

21(B).5 Probation

(a) Length of Probation Period

The length of the probation period shall be 3 years of continuous service teaching at least one course per year from date of hire; *provided* that

brief interruptions in service as defined in Article 21(B).2 shall not be deemed a break in service.

Transition: The probation period for those faculty members who would be in their final year of probation pursuant to the probation provision contained in the 2007-2008 Agreement (i.e. 4 years of continuous service) shall remain on probation through their 4th year; *provided* that the post-probation salary rates shall apply to such faculty member.

(b) Effect of Probation Period

Probationary per-course lecturers who are on probation as described in Article 21(B).5(a) shall not be subject to the course assignment provisions contained in Article 21(B).6 and any decision concerning the assignment of courses or the continued employment of any such lecturer during his or her probation period shall not be subject to the Grievance and Arbitration provisions contained in Article 25.

(c) Review During Probation Period

In the final year of a probationary period the academic department chair/program head shall conduct a review of the faculty member's performance in teaching and other assigned responsibilities.

- (1) The academic department chair/program head shall solicit a brief personal statement, curriculum vita, course syllabi, examinations and other course materials, any other relevant materials. The academic department chair/ program head shall add annual faculty reports and student evaluations.
- (2) The department personnel committee (DPC) and academic department chair/program head shall review the material described in paragraph 1 above and make a recommendation on whether the faculty member should be retained and any recommendations for improvement in teaching and other assigned responsibilities.
- (3) Final determinations on whether a lecturer ought to be retained beyond his or her probation period shall be made by the department chair/program director and shall not be subject to the Grievance and Arbitration provisions contained in Article 25.
- (4) If the applicable departmental personnel committee or chair/program head fails to evaluate a lecturer in accordance with this paragraph, the lecturer shall be deemed to have performed satisfactorily.

(d) Per-Course Lecturers (Post Probation)

Per-course lecturers who are retained following the probation and review provisions contained in Articles 21(B).5(a) shall be subject to the course assignment provisions contained in Article 21(B).6 and shall be compensated in accordance with the salary provisions contained in Article 26.(B).14.

21(B).6 Course Assignment: Priority Lists

- (a) Subject to the availability of funds and programmatic and scheduling need for lecturers, the department chair/program director shall, in conjunction with the departmental personnel committee or, where one does not exist any other appropriate mechanism, establish prioritized lists of names for hiring lecturers. Each department/program shall establish evaluation procedures as provided in Section 21(B).7 to guarantee that such individuals perform satisfactorily in order to be eligible for future course assignments. Subject to the above conditions, the department or program shall, when feasible, recommend the hiring of post-probation lecturers before hiring probationary lecturers. Such recommendations shall be forwarded to the dean for review and appropriate action. Courses taught in different departments shall be included in the calculation of benefit eligibility as described in Article 21(B).4 but shall not be included for placement on a department's priority list as described in this Section unless the department head establishing the priority list approves an exception.
- (b) When a course usually taught by a full-time faculty member requires staffing and the Employer/University Administration, after consulting with the departmental personnel committee or, where one does not exist, any other appropriate mechanism, determines that this course can best be taught by currently employed qualified lecturers, they shall be offered the assignment in order of the priority lists provided for in Section 21(B).6(a).
- (c) Once the scheduling for a semester begins, the department chair/program director shall, upon request, provide a lecturer with an estimate of the department's need for lecturers for the semester being planned and the likelihood of the individual's being hired for that semester.
- (d) The Department shall email priority lists to each faculty member within the department and the Union by August 15th annually.

21(B).7 Evaluation Post-Probationary Lecturers

- (a) In conjunction with the departmental personnel committee or, where one does not exist, any other appropriate mechanism, the department chair/program director and academic administrative officials, as appropriate, shall evaluate lecturers at least once annually on an appropriate form. The form will provide an appropriate space for the evaluation of any assigned duties other than teaching.
- (b) During the annual review of a lecturer, the departmental personnel committee or, where one does not exist, any other appropriate mechanism, shall examine the lecturer's performance in teaching, including student evaluations. Each department shall develop or adopt one or several forms appropriate to the evaluation of part-time teaching in that department, as well as procedures for the administration of student evaluations.
- (c) Upon the request of a lecturer, the chair of the departmental personnel committee or, where one does not exist, any other appropriate mechanism, or the department chair/program director shall meet once with the lecturer to discuss or obtain information with regard to the individual's performance and/or the written comments already provided. Each such individual retains the right to respond in writing to any written comments by any individual or group of individuals on his or her evaluation form and to have the response affixed to the evaluation.
- (d) Student evaluations of lecturers shall be kept on file in the department or program office for a period of five (5) years.

21(B).8 Pro-Rata Salaries of Part-Time Faculty

The salary of a non-tenure track faculty member promoted to the rank of part-time assistant professor, part-time associate professor, or part-time professor with the responsibility of teaching two (2) courses per academic year and with proportional responsibilities in the areas of research, creative or professional activity and service shall be at least one-third (1/3) of the appropriate starting salary for the rank and department and for a faculty member with his or her qualifications and experience; with the responsibility of teaching three (3) courses per academic year and with proportional responsibilities in the areas of research, creative or professional activity and service shall be at least one-half (1/2) of the appropriate starting salary described above; or with the responsibility of teaching four (4) courses per academic year and with proportional responsibilities in the areas of research, creative or professional activity and service shall be at least two-thirds (2/3) of the appropriate starting salary described above.

21(B).9 Visiting Faculty

For the duration of this Agreement, the ratio of visiting full-time faculty to full-time faculty shall not exceed the ratio of 1:25 over two (2) consecutive semesters.

21(B).10 Reappointment and Notice

Lecturers who are appointed in accordance with the provisions contained in Trustee Policy T76-081 shall be entitled to notice of non-reappointment in accordance with that policy.

21(B).11 Lecturer II

Any Lecturer I with at least six (6) years of service from date of hire in a position eligible for this bargaining unit shall be given the rank of Lecturer II and shall be compensated in accordance with the salary floor for that title specified in Article 26(B).14.

21(B).12 Lecturer II with Ten or More Years' Service

A Lecturer II will receive a \$5,000 increase in their FTE salary rate as indicated by Article 26(B).11 effective on the date on which the individual amasses ten years of service from date of hire in a position eligible for this bargaining unit.

Note for informational purposes: this increase is now independent from the Senior Lecturer promotion.

21(B).13 Senior Lecturer

All lecturer II's at the Boston campus with at least ten (10) years of service after hire shall be eligible for consideration for promotion to the rank of senior lecturer in accordance with the procedure described below.

(A) Any Lecturer II with at least ten (10) years of service shall be eligible for consideration for promotion to the rank of senior lecturer.

(B) The criteria for promotion shall be meritorious performance in the area(s) of the candidate's responsibility and the promise of continuing professional development and achievement.

(C) The process of the review shall be as follows:

(1) Department chair/program directors shall notify candidates of their eligibility for consideration.

- (2) Candidates who wish to be considered shall assemble a portfolio of accomplishments in his or her area(s) of responsibility, including a personal statement, a current *curriculum vitae*, course syllabi, and all other materials that he or she believes will be essential to an adequate consideration of his/her case and submit such portfolio to his or her department chair/program director. The department chair/program director shall add student evaluations if available or otherwise provided by the candidate (in some University College courses, the candidate may be the best source of the evaluations), course syllabi if available and not provided by the candidate, and annual faculty reports from the previous five (5) years, if available.
- (3) If the candidate wishes to have letters of evaluation from scholars or professionals in other University departments or programs or from outside the University, the candidate shall supply a list of such evaluators to the department chair/program director with the portfolio. The department chair/program director shall then solicit evaluations from such evaluators suggested by the candidate and may solicit evaluations from other scholars and professionals.
- (4) The departmental personnel committee (DPC), shall review the material described in paragraphs B(3)(b) and (c), above and forward its vote and recommendation to the department chair/program director, with a copy to the candidate.
- (5) The department chair/program director shall review the file and, if he or she concurs with the DPC, forward the file to the college personnel committee (CPC) with a statement, with a copy to the candidate. If the department chair/program director disagrees with the DPC, he or she shall forward his or her vote and recommendation, along with the vote and recommendation, to the CPC, with a copy to the candidate.
- (6) The CPC shall review the file and forward its recommendation to the Dean, with a copy to the candidate; *provided* that, if there are a sufficient number of senior lecturers in the college, for the purpose of the review described in this paragraph, the CPC shall be expanded by up to two (2) senior lecturers, selected in accordance with the normal CPC selection process.
- (7) The dean shall review the file and, if he or she concurs with the CPC, forward the file to the provost with a statement, with a copy to the candidate. If the dean disagrees with the CPC, he or she shall forward his or her vote and recommendation, along with all prior votes and recommendations, to the provost, with a copy to the candidate.

- (8) The provost shall review the file and inform the candidate and all previous levels of review of his or her decision.
- (9) Candidate shall be notified of their eligibility for consideration no later than sixty (60) days after the start of the fall semester of the academic year preceding that in which the individual is expected to amass the required service. The candidate will submit his or her portfolio and all other required materials no later than the first day of the spring semester of the academic year in which he or she is notified of eligibility for consideration. The review process will be conducted during the spring semester of that academic year. The candidate will be notified of the Provost's decision no later than August 15th following the academic year in which the review takes place. The promotion, if approved, will be effective on the date on which the individual amasses the required service.

(D) Effect of Promotion to Senior Lecturers

(1) General Eligibility for Long-Term Contracts

Based on: 1) a demonstrated continued need for the faculty member's expertise/ qualifications; and 2) enrollment, and subject to the dean's approval as described below, a DPC and/or department chair/program director may recommend a one- to three-year renewable contract covering at least .50 FTE for any senior lecturer.

(2) Declination to Offer a Long-Term Contract

The dean may decline to offer a contract of longer than one year only if the DPC or department chair/program director has not supported its recommendation or, if, as a result of specific hiring plans or declining enrollments, it is projected that there will not be enough available sections to fulfill a contract of longer than one year; *provided* that in any case where the dean declines to offer a contract of longer than one year, the dean shall provide a written explanation to the DPC and department chair/program director, with a copy to the faculty member and such declination shall not be grievable pursuant to Article 25. In any case where a contract of more than a year has been declined, but where subsequent changes in hiring plans, enrollments or other changes lead to the projection of more available sections for the lecturer whose contract has been declined, there will be a re-evaluation by the dean, which may result in the issuing of a multi-year contract.

(E) Cancellation of a Long-Term Contract

Long-term contracts may be cancelled only under the following conditions:

- (1) Dismissal pursuant to Article 21(B).16; or
- (2) Following a one semester notice, if enrollment drops to such a level that there are no courses available for the senior lecturer to teach.

21(B).14 Sections 21(B).7(a) and 21(B).7(d) shall not be grievable pursuant to Article 25, Grievance Procedure. Section 21(B).3(a) may be grieved only through Level Two of the grievance procedure in Article 25.

21(B).15 Course Cancellations

The Employer/University Administration shall pay a course cancellation fee equal to 8% of the salary of any course cancelled after the first day of classes to any post-probationary per-course lecturer or any Lecturer I, Lecturer II, or Senior Lecturer; *provided* that no such course cancellation fee shall be paid if such lecturer is reassigned to a substitute course prior to the conclusion of the add-drop period.

There shall be a joint labor-management committee consisting of an equal number of Union and Employer/University Administration representatives to discuss issues concerning course cancellations.

21(B).16 Suspension and Dismissal for Disciplinary Reasons

- (a) The provisions contained in Article 18, Sections 18.1 through 18.5 shall apply to non-tenure system faculty members.
- (b) Except for serious misconduct, progressive discipline shall ordinarily be applied which may include specific attempts to remediate conduct or performance, as well as measures such as reprimand, censure, or suspension.
- (c) Notwithstanding the provisions contained the Dismissal Hearing Procedures, section of Article 18, whenever the University seeks to suspend or dismiss a non-tenure system faculty member, the following procedures shall apply:

DISMISSAL HEARING PROCEDURES

- A. These procedures shall apply to all instances where suspension or dismissal of a non-tenure system faculty member is being considered except those covered by the

“Sexual Harassment Grievance Procedures” in the University of Massachusetts
Boston Affirmative Action Plan.

B. Suspension/Dismissal Procedures

1. Initiation of the Process

The appropriate academic department chair/program head shall initiate the suspension/dismissal process.

2. Informal Resolution Process

Prior to the filing of formal charges, the University and the Union shall make every effort to resolve or remediate the matter informally. Such informal efforts could include the faculty member, the Union, the academic department chair/program head, the departmental personnel committee (or a sub-committee thereof), the dean, the provost or designee(s), and/or representatives from the Department of Human Resources. Informal efforts to resolve the matter shall not extend beyond thirty days without the written agreement of the faculty member and the academic department chair/program head.

3. Filing of Formal Charges

If informal efforts to resolve the matter are not successful, the academic department chair/program head may file formal charges and recommendation for suspension/dismissal. The written notice shall be given within ninety days after the University becomes aware of the matters giving rise to the charge, but this period may be extended for an additional thirty days in order to conduct the informal resolution process. Such charges and recommendations shall be filed with the appropriate dean with copies to the faculty member, and the Union and shall include:

- a detailed statement of the charges, with reasonable particularity;
- as to each charge, the names of the witnesses, insofar as known, who will testify in support of the specific allegations; and
- insofar as known, the documentary evidence which will be presented.

The faculty member may file a response with the appropriate dean with copies to the academic department chair/program head and the Union. Any response shall be become part of the record. Any written charges or responses may be amended upon the discovery of additional information.

4. Hearing and Recommendation

- (a) The appropriate dean shall convene the departmental personnel committee (or a sub-committee as determined by the departmental personnel committee), or where one does not exist an *ad hoc* committee (hereafter referred to as the hearing panel), for the purpose of conducting a hearing and rendering a recommendation for disposition of the charges.
- (b) The hearing panel shall designate a chair.
- (c) The hearing panel shall conduct a hearing in accordance with the following:
 - (1) The faculty member may be represented by the Union or other academic or personal representative and the academic department chair/program head may be represented by another University academic or administrative officer. Neither party shall be represented by an attorney, unless the charge includes allegations of criminal conduct.
 - (2) The academic department chair/program head has the burden of proof.
 - (3) The faculty member and the academic department chair/program head shall have the opportunity to make opening and closing statements, to examine and cross-examine witness, and to introduce documentary evidence. Members of the hearing panel may also question witnesses.
 - (4) With appropriate notice to all parties, the hearing panel may call its own witnesses, which may be cross-examined by the faculty member and the academic department chair/program head or their representatives.
 - (5) The hearing panel shall not be bound by the rules of evidence.

Following the hearing, the hearing panel shall file written findings of fact and a recommendation for disposition with the appropriate College Personnel Committee, with copies to the appropriate dean, academic department chair/program head, the faculty member, and the Union.

- (6) The appropriate College Personnel Committee shall review the findings and recommendation for disposition and, after inserting any comments, shall file the DPC's findings and recommendation for disposition with appropriate dean, with copies to the academic department chair/program head, the faculty member, and the Union.

5. Decision by Appropriate Dean

Upon consideration of the hearing panel's findings and recommendation, the appropriate dean shall determine whether to: 1) reject the charges; 2) suspend or

dismiss the faculty member; or 3) take other action, and shall, within fourteen days of receipt of the CPC's recommendation, notify the academic department chair/program head, the faculty member, and Union in writing.

If the CPC has not recommended suspension or dismissal and the Dean decides to proceed, the Dean must provide compelling reason for doing so. The individual concerned may be relieved from any or all academic duties during the proceedings if the Dean believes this to be in the best interest of the University. Such relief of duties shall be without loss of compensation and without prejudice.

6. Appeal to Provost

The faculty member may file a written appeal of an adverse decision by the appropriate dean to the provost, whose decision shall rendered in writing within fourteen days of receipt of the Dean's decision and is final.

ARTICLE XXII
RETRENCHMENT

- 22.1 Introduction: The parties agree that the Employer's/University Administration's right to institute retrenchment in a financial exigency carries with it the obligation, as befits a step with such serious consequences for the institution and for individuals, to seek the advice of faculty, librarians and other affected constituencies before and during such actions, to search for alternative measures to effect the desired ends, to attempt to safeguard the constitutional and property rights of faculty and librarians in continued employment and to preserve, to the greatest extent possible, the quality of the educational process at the University.
- 22.2 Definition: For purposes of this Article, "retrenchment" shall be defined as the involuntary reduction or abrogation by the Employer/University Administration of a contract of a nontenured bargaining unit member prior to the expiration date of his/her current period of appointment or the involuntary reduction or abrogation by the Employer/University Administration of a contract of a tenured bargaining unit member, subject to the recall and other provisions of this Article. "Retrenchment" shall not include suspension, reduction in appointment or termination pursuant to Articles VII, XVII or XVIII of this Agreement. No bargaining unit librarian shall hold retrenchment rights superior to bargaining unit librarians on five-year just cause contracts.
- 22.3 Effect of Article: In the event that the provisions of this Article conflict with any other provision(s) of this Agreement, the provisions of this Article shall prevail.
- 22.4 Procedures for Retrenchment for Financial Reasons:
- (a) The procedures in Section 22.4 shall apply in all instances where the Employer/University Administration anticipates that retrenchment for financial reasons may be necessary.
 - (b) If the Employer/University Administration determines that retrenchment for financial reasons may be necessary, it shall so notify the Union, governance bodies and other appropriate faculty/librarian groups and shall provide said groups with a preliminary retrenchment plan, which shall address the reasons for the anticipated retrenchment, the amount of the anticipated retrenchment and the areas proposed for retrenchment.
 - (c) Accurate information, statistics and/or financial data related to such plan shall be made available by the Employer/University Administration for inspection and/or copying upon request of the above groups.
 - (d) The Employer/University Administration shall provide a reasonable period of time and, whenever possible, a minimum of thirty (30) days from the issuance of the preliminary retrenchment plan, to receive advice from the above groups.
 - (e) If, after having considered the advice of the above groups, the Employer/University Administration determines that retrenchment remains necessary, the Employer/University Administration shall issue a final

retrenchment plan, which shall state the units in which retrenchment shall occur, the extent of retrenchment in each such unit and, if known, the projected duration of retrenchment. In developing the final retrenchment plan, the Employer/University Administration shall address the following considerations:

- (1) the mission of the affected unit(s) and how circumstances have altered that mission;
 - (2) the dependence of other unit(s) of the University on the unit(s) affected;
 - (3) duplication elsewhere in the University of the offerings of the unit(s) affected and/or arrangements to replace offerings lost;
 - (4) arrangements to allow students in the affected unit(s) to satisfy academic needs or requirements;
 - (5) possible consequences to the stature of the University;
 - (6) status of faculty or librarians involved and their possibilities of re-employment elsewhere in the University;
 - (7) the problems inherent in making programmatic decisions within the time constraints imposed;
 - (8) the advisability of program curtailment as opposed to program abolition.
- (f) Once a determination has been made to retrench bargaining unit members within a particular unit, the order of retrenchment of bargaining unit members within said unit shall be:
- (1) Part-time bargaining unit members, temporary bargaining unit members and bargaining unit members on terminal appointments;
 - (2) Probationary full-time faculty and librarians not serving on five-year reappointments; and
 - (3) Tenured faculty and librarians serving on five-year reappointments.
- (g) In selecting among bargaining unit members within categories in Subsection 22.4 (f) (2) and (3), the order of retrenchment shall be in inverse order of seniority, provided that the Employer/University Administration may disregard said order if the Employer/University Administration determines that continued employment of a bargaining unit member(s) is essential to:
- (1) the mission and purpose of the unit or the University;
 - (2) the integrity or operation of the unit; or
 - (3) the campus affirmative action goals.

The Employer/University Administration shall notify the Union of each such exemption claimed.

22.5 Procedures for Retrenchment for Programmatic Reasons:

- (a) The procedures in Section 22.5 shall apply to all instances of retrenchment not subject to Section 22.4.
- (b) It is the responsibility of the Employer/University Administration to determine which academic and library units are appropriate to the educational

mission of the University. The Employer/University Administration may determine that a particular unit shall be discontinued or reduced in size. Although it is the Employer/University Administration that must make such a determination, it is desirable that such a serious decision be preceded by careful consideration and appropriate consultation.

(c) The Employer/University Administration agrees that, in the event an academic or library unit is proposed for termination or reduction, the unit concerned and governance bodies (in accordance with Article XIII) shall be provided with not less than ninety (90) calendar days between September 1 and June 30 to present advice on the Employer's/University Administration's proposal. The Employer/University Administration agrees that in arriving at a decision to retrench for programmatic reasons, it shall address the considerations specified in Subsection 22.4(e) (1) through (6) as well as consistency with officially adopted long-range plans cited in Subsection 12.7(b).

(d) In the event that the Employer/University Administration determines to retrench fewer than all of the bargaining unit members in a particular unit, the order of retrenchment within said unit shall be as set forth in Subsections 22.4 (f) and (g).

22.6 Rights and Benefits of Retrenched Bargaining Unit Members:

(a) Notice

(1) With regard to retrenchment pursuant to Section 22.4, bargaining unit members to be retrenched shall be informed as soon as possible of their selection. When circumstances permit, the Employer/University Administration shall provide a minimum of fifty-two (52) weeks' notice to tenured bargaining unit faculty with ten (10) or more years of seniority and to bargaining unit librarians on five-year reappointments with ten (10) or more years of seniority; thirty-seven (37) weeks' notice to tenured bargaining unit faculty with less than ten (10) years of seniority and to bargaining unit librarians on five-year reappointments with less than ten (10) years of seniority; and sixteen (16) weeks' notice to all other full-time bargaining unit members. Such notice shall be provided in writing.

(2) With regard to retrenchment pursuant to Section 22.5, bargaining unit members to be retrenched shall be informed as soon as possible of their selection. The Employer/University Administration shall provide a minimum of fifty-two (52) weeks' notice to tenured bargaining unit faculty with ten (10) or more years of seniority and to bargaining unit librarians on five-year reappointments with ten (10) or more years of seniority; thirty-seven (37) weeks' notice to tenured bargaining unit faculty with less than ten (10) years of seniority and to bargaining unit librarians on five-year reappointments with less than ten (10) years of seniority; and sixteen (16) weeks' notice to all other full-time bargaining unit members. Such notice shall be provided in writing.

- (3) With regard to bargaining unit faculty, the Employer/University Administration recognizes the desirability, whenever possible, of establishing retrenchment dates which coincide with the end of an academic semester so as to minimize the disruption of teaching.
- (4) Notwithstanding Subsection 22.6 (a)(1) and (2), notice shall not extend beyond the termination of a bargaining unit member's term of appointment or reappointment. A bargaining unit member who has been given notice of retrenchment will, upon request, be released without pay at the end of any semester or session, even though the notice period has not yet expired.
- (5) Where appropriate, the written notice of retrenchment specified above shall contain affirmation that the individual bargaining unit member's retrenchment resulted from factors unrelated to the individual's merit or good standing and shall contain either the date of resumption of employment or a statement that the retrenchment period is indefinite in duration.
- (6) Once notice of retrenchment for financial reasons has been given, the Employer/University Administration and the affected bargaining unit member by mutual agreement may abbreviate said notice period by agreeing to a lump sum payment of sixty (60) percent of the bargaining unit member's weekly salary for each week the notice period is shortened.
- (b) The Employer/University Administration shall make a reasonable effort to locate employment for retrenched bargaining unit members within the University. The Employer/University Administration shall also establish a single out-placement office for the University.
- (c) Upon request, full-time bargaining unit members who are retrenched may have their names placed on a recall list for a period of three (3) years from their dates of retrenchment. Qualified full-time bargaining unit members whose names are on the recall list shall be given an opportunity, in inverse order of retrenchment within the unit, to be reinstated to available positions in their retrenchment unit. Any full-time bargaining unit member who refuses such an employment opportunity shall be removed from the list. Any offer of employment pursuant to this section must be accepted within fourteen (14) days after the date of receipt of the offer.
- (d) All full-time bargaining unit members on the recall list shall be regularly sent bargaining unit position vacancy announcements. For this purpose, it shall be the responsibility of the bargaining unit members to keep the Employer/University Administration advised of their current addresses.
- (e) A tenured faculty member recalled to employment in his/her retrenchment unit shall return with tenure. A librarian on a five-year contract recalled to employment in his/her retrenchment unit shall return with a five-year contract.
- (f) The Employer/University Administration shall provide information and assistance for applying for unemployment compensation upon request of a retrenched bargaining unit member.

(g) All bargaining unit members who are recalled shall regain eligibility for sabbatical leave, if any, which they possessed at the time of retrenchment, as well as accrued seniority and eligibility for other benefits consistent with state law.

- 22.7 Grievances: The procedures of this Article shall be grievable with the following exceptions:
- (a) A complaint concerning the application to an individual(s) of the order of retrenchment within a retrenchment unit(s) pursuant to Subsections 22.4(f), 22.4(g) and 22.5(d) shall be heard by the chancellor and/or his/her designee and shall not be subject to Article XXV, Grievance Procedure;
 - (b) The substance of the preliminary retrenchment plan and the final retrenchment plan shall not be subject to Article XXV, Grievance Procedure;
 - (c) The introduction to this Article shall not be subject to Article XXV, Grievance Procedure.
- 22.8 Seniority: For purposes of this Article, seniority shall be defined as the length of continuous service at the University and/or seniority credit granted by the General Court to former Boston State College faculty/librarian employees. Continuity of service shall not be deemed broken by periods of authorized leave, and seniority shall continue to accrue during such periods of authorized leave. Continuity of service shall not be deemed broken by an individual's period of retrenchment, but additional seniority shall not accrue during such periods of retrenchment.
- 22.9 The parties agree to a joint committee having as its charge the development and prioritization of a list of alternatives to retrenchment, which list upon acceptance by both parties shall become part of this Article. The committee shall be composed of two (2) bargaining unit members chosen by the Union and two (2) members chosen by the Employer/University Administration.
- 22.10 Bargaining unit members shall not be subject to retrenchment by the Employer's/University Administration's use of nonbargaining unit members to perform bargaining unit work within the retrenchment unit.
- 22.11 The University shall maintain a hiring freeze on all administrative, professional and bargaining unit positions during a retrenchment for financial reasons except for filling critical need vacancies.

ARTICLE XXIII
NO STRIKE

- 23.1 The Union will not call, cause, assist, encourage, participate in, condone, ratify or sanction nor will any bargaining unit member engage in a strike, work stoppage, slowdown or withholding of services during the term of this Agreement.

- 23.2 The Union agrees to indemnify the Employer/University Administration for all expenses and damages that occur as a result of any strike, work stoppage, slowdown or withholding of services when such action is publicly condoned by the Union.

ARTICLE XXIV
PERSONNEL FILES

- 24.1 There shall be one master personnel file for each bargaining unit member. Other official personnel files may be maintained by the Employer/University Administration at any administrative level. Upon the request of a bargaining unit member, the Employer/University Administration will identify the holders of the above files.
- 24.2 The provisions of the University's Fair Information Practices Act Regulations (Trustee Document T77-059) (http://www.umass.edu/senate/trustee/T77-059_fair_information.pdf) shall govern the collection, dissemination and maintenance of the personnel files set forth in Section 24.1. Alleged misinterpretations, misapplications or violations of T77-059 may be pursued only through the grievance procedure set forth in T77-059. Alleged misinterpretations, misapplications or violations of Sections 24.1, 24.3, 24.4, 24.5, 24.6, 24.9 shall be pursued through the grievance procedure set forth in Article XXV, Grievance Procedure.
- 24.3 The master personnel file shall henceforth include the following:
- (a) copies of official correspondence between the Employer/University Administration and the individual bargaining unit member;
 - (b) copies of all completed personnel action forms;
 - (c) a copy of each annual evaluation;
 - (d) materials regarding sabbatical leaves and leaves of absence;
 - (e) application for employment and related materials;
 - (f) basic file(s) or a notation of its/their location(s);
 - (g) those materials which the bargaining unit member deems necessary to be added to his/her personnel file or a notation of its/their location(s);
 - (h) other materials added by the Employer/University Administration, provided that the bargaining unit member is sent a copy or notice of the addition at the time of the filing.
- Having made an appointment, each bargaining unit member may annually compile an index of material contained in his/her departmental, decanal and master personnel file. These indexes shall be certified within a reasonable time by the holder of the file.
- 24.4 A basic file shall be established to contain material used for review in the following personnel actions:
- (a) For faculty members:
 - (1) reappointment through the tenure decision year;
 - (2) tenure review;
 - (3) review for promotion from assistant professor to associate professor (in those cases in which this action is separate from the tenure review);

- (4) review for promotion from associate professor to professor.
- (b) For librarians:
 - (1) five-year appointments;
 - (2) review for promotion from Librarian I to II;
 - (3) review for promotion from Librarian II to III;
 - (4) review for promotion from Librarian III to IV;
 - (5) review for promotion from Librarian IV to V.

24.5 The academic administrative official who compiles the basic file shall be responsible for compiling an index of the material contained therein (including all exhibits) and sending a copy of this index to the bargaining unit member involved. This index shall be reviewed and updated by the appropriate academic administrative official at each level of administrative review for the personnel actions mentioned in Section 24.4 and a copy of the updated index shall be sent to the bargaining unit member. In the case of librarians, the administrative official designated by the director of libraries shall be the official responsible for compiling the basic file.

24.6 Upon the request by any bargaining unit member, the Employer/University Administration shall provide a copy of T77-059.

24.7 After reasonable notice, the Union shall have access to the above personnel file(s) of a bargaining unit member during the normal business hours of the Employer/University Administration, provided that the Union presents written approval of the bargaining unit member to the holder of the personnel file to which access is requested.

24.8 A bargaining unit member shall be given an opportunity to voluntarily waive his/her right to access to letters of recommendations obtained in connection with personnel actions using the form "Waiver of Right of Access To Letters of Recommendation" (Appendix). Such waiver shall be for a specific personnel action(s) and cannot be retracted.

24.9 The Union agrees to indemnify and hold the Employer/University Administration and its officials, agents and representatives harmless from and against any and all liability for any improper, illegal or unauthorized use by the Union of information contained in such files.

24.10 It shall be the responsibility of each bargaining unit member to inform the Employer/University Administration of any change in name or address.

24.11 No anonymous materials shall be placed in the above personnel files. For purposes of this Article, student evaluations of teaching pursuant to Sections 21.6 (b), 21.6 (d), 33.6 and 33.8 shall not be considered anonymous materials.

24.12 Bargaining unit members shall notify the University of any changes, such as marital status, that might affect their benefits. The University will inform bargaining unit members annually of information required under this Section and the form in which changes are to be reported.

ARTICLE XXV
GRIEVANCE PROCEDURE

- 25.1 Definition: A grievance is an allegation or complaint by a member or members of the bargaining unit or the Union that there has been a violation, misinterpretation or improper application (including, notwithstanding any provision of Article III, Affirmative Action, to the contrary, individual complaints of discrimination rising out of personnel actions and based on race, color, religion, creed, sex, age, marital status, national origin, sexual preference, mental or physical handicap or political beliefs or affiliation) of the terms and conditions of this Agreement by an administrative official.
- 25.2 Intent: It is the declared objective of the Employer/University Administration and the Union to encourage the prompt resolution of grievances either by informal or formal procedures in the interest of maintaining harmony within the campus environment. Although the following procedure shall be used for the resolution of grievances, this procedure shall in no way impair or limit the right of any bargaining unit member, or the parties mentioned herein, to utilize any other remedy or proceeding established and existing under federal or state law. In the event that the grievant(s) and/or the Union elect to seek redress through any other remedy or proceeding established and existing under federal or state law (other than complaints before the Massachusetts Labor Relations Commission, the Massachusetts Commission Against Discrimination or the Equal Employment Opportunity Commission, brought to meet agency timelines but not to be simultaneously litigated), the Employer/University Administration shall have no obligation to process or continue processing a grievance or arbitration pursuant to this Article. The parties agree to make available one to the other all known relevant facts regarding the grievance in order to facilitate the earliest possible settlement of grievances prior to arbitration. The Union may present a policy grievance (one that affects more than one person) at any step of the grievance procedure prior to arbitration. In order to facilitate the prompt resolution of grievances, administrative officials identified in the grievance procedure may, upon notice to the Union, name a designee when necessary to fulfill their responsibilities as set forth herein. Any person designated by an administrative official identified herein to hear a grievance shall hear the grievance and render a decision.
- 25.3 Informal Procedure: When a potential grievance arises, the bargaining unit member(s) and/or the Union shall meet with the representative(s) of the Employer/University Administration (chairperson/head, dean/director of libraries or provost) closest to and best able to discuss the matter, and possessing the authority to resolve the dispute. Informal efforts at settlement shall not extend beyond twenty (20) days without the written agreement of each of the parties. The Employer/University Administration and the Union agree that informal resolutions of grievances do not set precedents.

- 25.4 Time Limits for Personnel Actions Grievances: For grievance(s) arising out of personnel actions, the Union and/or the bargaining unit member shall not file a grievance until the final appropriate academic administrative official on the campus has made his/her decision in writing on the personnel action under consideration.
- 25.5 Formal Procedure: To initiate a grievance the grievant(s) and/or the Union shall complete the Grievance Form, which provides a statement of the facts surrounding the grievance, the specific provision(s) of this Agreement allegedly violated and the remedy requested.
- (a) **LEVEL ONE: Chancellor**
The grievant(s) and/or the Union shall file the grievance with the chancellor within sixty (60) calendar days of the occurrence giving rise to the grievance or within sixty (60) calendar days of the date on which the grievant(s) and/or the Union learned or should have learned of such occurrence, whichever is later, but in no case longer than a year from the occurrence. If the alleged violation occurs while a bargaining unit member is on an approved leave, the bargaining unit member shall file the grievance within sixty (60) calendar days from the date of expiration of said leave or sixty (60) calendar days from the date the bargaining unit member learned or should have learned of the occurrence giving rise to the grievance, whichever is later, but in no event later than fourteen (14) calendar months from the date of the occurrence. The grievant(s) and/or the Union and the chancellor shall meet and discuss the grievance within ten (10) calendar days after such filing. The chancellor shall then consider the grievance and render a decision together with the reasons in writing to the grievant(s) and the Union within twenty-one (21) calendar days from the date on which the grievance was filed with the chancellor.
- (b) **LEVEL TWO: President**
A grievance may be submitted to the President in cases where the grievant(s) and/or the Union are not satisfied with the decision at Level One, or where the grievance is of a University-wide nature, or where the grievance is based on a presidential decision. If the grievant(s) and/or the Union is not satisfied with the decision at Level One, the grievant(s) and/or the Union may file an appeal in writing to the President within ten (10) calendar days after the written decision of the chancellor is received, or is due; grievances presented initially to the President must be filed by the grievant(s) and/or the Union within sixty (60) calendar days of the occurrence giving rise to the grievance or within sixty (60) calendar days of the date on which the grievant(s) and/or the Union learned or should have learned of such occurrence, whichever is later. If a bargaining unit member is on approved leave at the time of the alleged violation or at the time he/she would otherwise have learned of such occurrence, then the bargaining unit member and/or the Union shall file the grievance within sixty (60) calendar days from the date of expiration of said leave or sixty (60) calendar days from the day he/she learned, or should have

learned, of such occurrence, whichever is later, but in no event later than fourteen (14) calendar months from the date of the occurrence.

The grievant(s) and/or the Union and the President shall meet and discuss the grievance within ten (10) calendar days after such filing. The President shall then consider the grievance and render a decision together with the reasons in writing to the grievant(s) and the Union within twenty-eight (28) calendar days from the date on which the grievance was filed with the President.

(c) LEVEL THREE: Arbitration

If the grievance is not resolved to the satisfaction of the Union at Level Two, the Union may submit the grievance within thirty (30) calendar days of the receipt of the written response at Level Two or the date on which such decision was due, whichever is later, to final and binding arbitration. Notice of the appeal of the grievance to arbitration shall be sent to the Employer/University Administration. Within ten (10) calendar days of the Employer's/University Administration's receipt of such notice from the Union, the parties shall select as arbitrator the individual whose name first appears on the list of arbitrators chosen by the Union and the Employer/University Administration. In each subsequent instance, the parties shall select the individual whose name next follows the name last selected. If the individual so selected shall be unable or unwilling to serve as the arbitrator within thirty (30) calendar days of the date of his/her selection, then the parties, unless they mutually agree to waive the time limits, shall select the individual whose name next appears on said list. No individual shall be selected to serve as arbitrator for a second time until all of the remaining individuals appearing on said list shall have been selected (asked or invited) to serve in accordance with these procedures.

Upon acceptance by the selected individual of the position of arbitrator, the Employer/University Administration and Union shall promptly file with the arbitrator:

- (1) a copy of this Agreement;
- (2) a copy of the written notice, sent to the Employer/University Administration, of the Union's intention to initiate arbitration; and
- (3) a complete copy of the grievance record.

The arbitration shall be conducted in accordance with the rules and regulations of the American Arbitration Association in effect at the date of said submission. The arbitrator, unless the time limit is mutually waived by the parties, shall render a decision not later than thirty (30) calendar days from the date of the closing of the hearings. The decision and award of the arbitrator shall be final and binding on the parties and further, such decision shall be in writing, setting forth the opinion and conclusions on the issues submitted to the arbitrator. However, the arbitrator shall be without authority to add to, subtract from or modify the terms of this Agreement. The costs of arbitration, exclusive of those incurred by each respective party in preparing and presenting its case, shall be borne equally by the parties.

25.6 Union Representation and Rights:

- (a) The administrative official with whom the written grievance is filed shall forward a copy of said grievance to the Union's designated campus grievance representative within five (5) calendar days of receipt of said grievance.
- (b) The representative(s) of the Union shall be permitted to be present at any meeting required under the grievance procedure and especially at any meeting at which a settlement of the grievance is made or discussed; provided further that the Union representative(s) shall be permitted to present the Union's point of view regarding the grievance at such meeting(s).
- (c) Any bargaining unit member may request Union representation at any step of the grievance procedure; however, a bargaining unit member shall not be prevented from processing a grievance on his/her own behalf prior to arbitration.
- (d) Copies of all documents and correspondence filed with respect to the grievance shall be sent to the Union at the time of filing or as nearly thereafter as possible. The grievant(s) may specifically prohibit access to supporting documents and correspondence filed by the grievant(s) with respect to the grievance. The Union shall incur the cost for the reproduction of said documents and correspondence.

25.7 Implementation: Upon resolution of the grievance, the parties shall implement the remedy within ten (10) calendar days unless otherwise provided by the award of the arbitrator, or by mutual agreement of the parties. In the event that the Employer/University Administration does not have enough available funds to pay an arbitration award, the Employer/University Administration shall meet with and provide to the grievant(s) and the Union a clear and convincing explanation as to the Employer's/University Administration's inability to comply with the arbitration award. The Employer/University Administration shall also set forth the appropriate procedure to obtain the needed funding to implement the arbitration award subject to the approval of all parties concerned as follows:

- (a) When available state-appropriated funds are insufficient to implement an arbitration award(s), the matter shall be submitted to the Legislature by the Employer/University Administration for funding with the support of the Union; provided, however, that nothing contained herein shall be construed to prevent and/or restrict the implementation of the nonmonetary aspect(s) of the arbitration award(s).
- (b) When available trust monies are insufficient to implement an arbitration award(s), the award shall be included in the next budget request prepared following the award; provided, however, that nothing contained herein shall be construed to prevent and/or restrict the implementation of the nonmonetary aspect(s) of the arbitration award(s).
- (c) When available grant or contract monies are insufficient to implement an arbitration award(s), the matter will be submitted to the contracting or granting agency for its approval of the necessary fund transfers within the provisions of the contract or grant or to secure the needed additional monies to fully implement said arbitration award(s), as the case may be; provided,

however, that nothing contained herein shall be construed to prevent and/or restrict the implementation of the nonmonetary aspect(s) of the arbitration award(s).

- 25.8 No Reprisal -- Witnesses: No reprisal of any kind shall be taken against any bargaining unit member because of the filing of a grievance and/or participation in any of the grievance proceedings. All documents generated during the grievance process shall be kept separate from the personnel file and basic file of any individual involved in any grievance. Necessary witnesses or participants in grievance procedures shall be released from their assignments without penalty when necessary.
- 25.9 Time Limits: All days referred to in this Article shall mean calendar days. Time limits provided herein may be extended or delimited by mutual agreement. Failure of the Employer/University Administration to respond to any grievance within the specified time limits of this Article shall mean that the grievant(s) and/or the Union may take said grievance to the next level of the grievance procedure. Failure of the grievant(s) to abide by the time limits set forth in this Article shall result in the grievance being deemed settled on the basis of the last written decision made during the grievance procedure by the Employer/University Administration.
- 25.10 Adjustment of Time Limits: Any grievance that was filed prior to the end of the academic year and has not been resolved to the satisfaction of the grievant(s) and/or the Union prior to the conclusion of the academic year shall continue to be processed in accordance with the provisions of this Article; except that the time limits of this Article may be mutually adjusted so as to ensure the availability of all necessary parties to the dispute. Such mutual agreement shall not be used by either party to delay unnecessarily the processing of any grievance not settled prior to the end of the academic year. If mutual agreement is not reached on adjustment of the time limits; the provisions of this Article shall remain whole.

ARTICLE XXVI(B)
SALARIES, BOSTON

- 26(B).1 Effective the first pay period in July 2012, each bargaining unit member on the payroll on June 30, 2012, who meets the eligibility criteria for satisfactory performance set forth in Article 26(B).7 shall receive a salary rate increase of 1.75% based on the June 30, 2012 salary. Each bargaining unit member who was not on the payroll on the effective date of this increase, who is appointed at any time during the academic year 2012-13 to the same position he/she held at any time during the academic year 2011-12, and who meets the eligibility criteria for satisfactory performance set forth in Article 26(B).7 shall receive a salary rate increase, effective on the date of appointment during the academic year 2012-13, of 1.75% based on the salary on the last date of appointment during academic year 2011-12.
- 26(B).2 Effective the first pay period in January 2013, each bargaining unit member on the payroll on December 29, 2012, who meets the eligibility criteria for satisfactory performance set forth in Article 26(B).7 shall receive a salary rate increase of 0.5% based on the December 29, 2012 salary. Each bargaining unit member who was not on the payroll on the effective date of this increase, who is appointed at any time during the academic year 2013-14 to the same position he/she held at any time during the academic year 2012-13, and who meets the eligibility criteria for satisfactory performance set forth in Article 26(B).7 shall receive a salary rate increase, effective on the date of appointment during the academic year 2013-14, of 0.5% based on the salary on the last date of appointment during academic year 2012-13.
- 26(B).3 Effective the first pay period in January 2013, each bargaining unit member on the payroll on December 29, 2012 shall be eligible to receive a merit award from a 1.25% pool based on the total annual salary rate of all full-time employee equivalents in the bargaining unit on December 30, 2012, calculated after the implementation of Article 26. (B)2. Bargaining unit members who were employed in an FSU position at any time during AY12-13 but were not on the payroll on December 29, 2012 shall be eligible to receive a merit award from this pool that will be effective on September 1, 2013 upon their return to regular duties. These awards are intended to cover activities during the period September 2011 through August 2012.
- 26(B).4 Effective the first pay period in July 2013, each bargaining unit member on the payroll on June 29, 2013, who meets the eligibility criteria for satisfactory performance set forth in Article 26B.7 shall receive a salary rate increase of 1.75% based on the June 29, 2013 salary. Each bargaining

unit member who was not on the payroll on the effective date of this increase, who is appointed at any time during the academic year 2013-14 to the same position he/she held at any time during the academic year 2012-13 and who meets the eligibility criteria for satisfactory performance set forth in Article 26(B).7 shall receive a salary rate increase, effective on the date of appointment during the academic year 2013-14, of 1.75% based on the salary on the last date of appointment during academic year 2012-13.

26(B).5 Effective the first pay period in January 2014, each bargaining unit member on the payroll on December 28, 2013, who meets the eligibility criteria for satisfactory performance set forth in Article 26(B).7 shall receive a salary rate increase of 0.5% based on the December 28, 2013 salary. Each bargaining unit member who was not on the payroll on the effective date of this increase, who is appointed at any time during the academic year 2014-15 to the same position he/she held at any time during the academic year 2013-14, and who meets the eligibility criteria for satisfactory performance set forth in Article 26(B).7 shall receive a salary rate increase, effective on the date of appointment during the academic year 2014-15, of 0.5% based on the salary on the last date of appointment during academic year 2013-14.

26(B).6 Effective the first pay period in January 2014, each bargaining unit member on the payroll on December 28, 2013 shall be eligible to receive a merit award from a 1.25% pool based on the total annual salary rate of all full-time employee equivalents in the bargaining unit on December 28, 2013, calculated after the implementation of Article 26(B).5. Bargaining unit members who were employed in an FSU position at any time during AY12-13 but were not on the payroll on December 29, 2012 shall be eligible to receive a merit award from this pool that will be effective on September 1, 2013 upon their return to regular duties. These awards are intended to cover activities during the period September 2012 through August 2013.

26(B).7 The portion of salary increases described in Section 26(B).1, 26(B).2, 26(B).4, and 26(B).5 shall be distributed to each bargaining unit member unless:

- (1) the department chair and department personnel committee both agree that the increase should be denied, and
- (2) the procedures specified in Article 17, "Failure to Perform Minimum Assigned Duties," have progressed to the imposition of sanctions specified in Article 17.3(b).

If a bargaining unit member is denied this increase, he or she may have such denial reviewed by the dean, who shall review all the circumstances of said denial. If the dean disagrees with the decision to deny the increase, the bargaining unit member shall receive the increase.

If the dean agrees with the denial, the bargaining unit member may have such denial reviewed by the Chancellor, who shall review all the circumstances of said denial.

If the Chancellor disagrees with the denial, the bargaining unit member shall receive the increase. If the Chancellor agrees with the denial, the bargaining unit member may have the denial reviewed by the President, who shall review all the circumstances of said denial.

If the President disagrees with the denial, the bargaining unit member shall receive the increase. If the President agrees with the denial, the bargaining unit member may, with the approval of the Union, request review of the denial by a tripartite panel consisting of one member designated by the Union, one member designated by the President, and one member jointly selected by the parties from a standard list of arbitrators designated by the Chairperson of the Board of Conciliation and Arbitration.

The standard of review shall be whether the Employer can demonstrate by compelling evidence that the denial of the increase was justified and that the Employer did not change its standards after the date of this Agreement in order to effect the denial. If a majority of the panel determines that the denial of the increase was not justified, the bargaining unit member shall receive the increase retroactive to the effective date. The panel's review shall be conducted on an expedited basis, without the submission of written briefs, and shall be final. The parties will share equally in the payment of the arbitrator. The amount of all increases denied, if any, shall be redistributed to each bargaining unit member on a pro rata basis.

26(B).8

For each of the pools described in Articles 26(B).3 and 26(B).6, the pools shall be further divided as follows: 1) a pool based on the total annual salary rate of all full-time employee equivalents among the tenure system faculty; and 2) a pool based on the total annual salary rate of all full-time employee equivalents among the non-tenure system faculty.

The portion of salary increases designated as a merit pool in Sections 26(B).3 and 26(B).6 shall be distributed in the following manner:

- (a) POOL A: One half (50 percent) of the merit pool available shall be distributed to bargaining unit members in accordance with Article XI or Section 20.3 to recognize meritorious performance, provided only that such awards shall not be distributed as across-the-board increases,

nor shall they be limited to a predetermined percentage of bargaining unit members eligible. Such monies shall be allocated to departments/programs/libraries on a pro-rata basis of the number of full-time equivalent bargaining unit members in each department/program/library on the date of the generation of the merit pool as a percentage of the number of full-time equivalent bargaining unit members in the overall bargaining unit as of the same date.

- (b) POOL B: One-half (50 percent) of the combined merit pools available shall be awarded by the Employer/University Administration to bargaining unit members to recognize meritorious performance, after consultation with appropriate departments/programs/libraries. Thirty (30) percent of the monies from the pool specified in Subsection 26(B).8(b) shall be allocated to departments/programs/libraries on a pro-rata basis of the number of full-time equivalent bargaining unit members in each department/ program/library as of the date of the generation of the merit pool as a percentage of the number of full-time equivalent bargaining unit members in the overall bargaining unit as of the same date. The remaining seventy (70) percent of this pool shall be allocated to appropriate schools, faculties, colleges, libraries or other analogous units on a pro-rata basis of the number of full-time equivalent bargaining unit members in each school, faculty, college, library or other analogous unit as of the date of the generation of the merit pool as a percentage of the number of full-time equivalent bargaining unit members in the overall bargaining unit as of the same date.

- (c) All bargaining unit members who meet the eligibility criteria under Sections 26(B).3 and 26(B).6, except those whose appointments are not being renewed and tenure candidates not being recommended by the chancellor for tenure, shall be eligible for merit awards, including the following:
 - (1) individuals funded through a grant, contract or trust fund, provided that sufficient funds are available in the account in accordance with Article 30.2;
 - (2) individuals on sabbatical leave, provided that payment shall be proportionate to the bargaining unit member's fraction of appointment during the term of the sabbatical leave and shall be raised to the appropriate rate of increase upon his/her return to regular duties;
 - (3) individuals on paid leave;

- (4) individuals on leave without pay, provided that payment shall not commence until regular duties have been resumed;
- (5) individuals on replacement loan to other departments/programs/libraries, provided that they shall be counted for allocation purposes in the department/program/library where normally employed to the extent of the fraction of appointment in the department/program/library where normally employed.
- (d) All recommendations and decisions for merit awards under Sections 26(B).3 and 26(B).6 shall be based upon the bargaining unit member's "Annual Faculty Report and Evaluation" (http://www.umb.edu/faculty_staff/afr) or "Annual Report and Evaluation for Librarians" (http://www.umb.edu/academics/provost/forms_and_policies) In the case of faculty members, contributions in the areas of teaching; of research, creative or professional activity; and of service shall be carefully evaluated to the extent that these areas are the assigned responsibilities of the faculty member. In the case of librarians, contributions shall be carefully evaluated in accordance with Subsection 20.6.3. This subsection shall not be subject to Article XXV, Grievance Procedure.
- (e) The Provost will instruct department/library personnel committees, department chairpersons, deans and the director of libraries that individuals on approved paid leaves shall not be disadvantaged in the merit process by such leaves and that non-tenure-track faculty members should be evaluated for merit based on the quality of their performance in the areas of their assigned responsibility.
- (f) The following procedures will be followed in distributing merit awards:
 - (1) Departmental and library personnel committees shall be provided with a merit spreadsheet containing a listing of eligible bargaining unit members and information on dollars available in Pools A & B.
 - (2) Departmental or library personnel committees shall provide, in writing, recommended merit increments for Pool A and shall be invited to provide similar recommendations for Pool B. Department chairpersons shall forward to the dean/director of libraries all annual reports and the personnel committees' recommended merit increments, together with their own comments, if any, and recommended merit increments.

- (3) After considering these recommendations and completing their own evaluations, the deans/director of libraries shall forward to the provost, in writing, both their own recommended merit increments and the departmental recommended merit increments under Subsection 26(B).8(f)(2).
- (4) Once the Provost has determined all merit awards, bargaining unit members shall be informed of the amounts awarded to them under Pools A and B. Each bargaining unit member shall be informed of the total merit funds available to the department, the personnel committee's recommendation, the department chairperson's recommendation, the dean/director of libraries' recommendation, and the final award.
- (5) Whenever an academic administrative official's recommended merit increments for the distribution of Pool A differ from the original faculty or librarian recommendation, the departmental or librarian personnel committee involved shall be provided by the academic administrative official with an opportunity to comment on the proposed changes. Any comments shall be forwarded to successive administrative levels together with the academic administrative official's recommendations.
- (6) Before forwarding their recommendations to the Provost, each dean and the director of libraries will notify all college faculty and department chairs of the principles on which his or her recommendations for the distribution of Pool B is based and will provide a separate explanation for recommendations from this pool that differ from the original faculty or librarian recommendation. Such explanations shall not be subject to Article XXV, Grievance Procedure.

26(B).9 Merit awards from Pool B shall not be subject to Article XXV, Grievance Procedure.

26(B).10 Part-time faculty members shall be eligible for the satisfactory performance and merit increases in this Article.

26(B).11 Raises for promotions shall be as follows (per FTE):

- \$5,000 for promotion from lecturer I to lecturer II with 10 years of service;
- \$6,700 for promotion from instructor to assistant professor;
- \$8,100 for promotion from assistant professor to associate professor;
- \$13,230 for promotion from associate professor to professor;
- \$5,350 for promotion from Librarian I to Librarian II;

\$6,700 for promotion from Librarian II to Librarian III;
\$8,100 for promotion from Librarian III to Librarian IV;
\$9,250 for promotion from Librarian IV to Librarian V.

- 26(B).12 Salary increases made pursuant to this Article shall not be subject to the limits of the general salary scales for employees of the Commonwealth.
- 26(B).13 There shall be made available research and educational support funds as follows:
- (a) The University shall fund a research and educational support fund consisting of \$100,000, which will be made available to full-time and, on a pro-rata basis, part-time bargaining unit members who are on the payroll as of September 15, 2012, in the manner described in paragraph 26(B).13(c).
 - (b) The University shall fund a research and educational support fund consisting of \$100,000, which will be made available to full-time and, on a pro-rata basis, part-time bargaining unit members who are on the payroll as of September 15, 2013, in the manner described in paragraph 26(B).13(c).
 - (c) The funds referred to in paragraphs 26(B).13(a) and (b) shall be distributed in the following manner:
 - (1) In each FY13 and FY14, the funds referred to in paragraphs 26(B).13(a) and (b) shall be divided into two pools: a) a pool consisting of that portion of the respective fund attributed to tenure system faculty and librarians by FTE; and b) a pool consisting of that portion of the respective fund attributed to non-tenure system faculty by FTE.
 - (2) Twenty-five percent (25%) of the each of the pools referred to in paragraphs 26(B).13(a) and (b) shall be set aside to fund the program described in the Memorandum of Understanding concerning a Scholarship Incentive Program for Non-Tenure System Faculty on the Boston Campus.
 - (3) Each of the pools referred to in paragraph 26(B).13(c)(1), as amended by the provisions contained in paragraph 26(B).13(c)(2), shall be divided by the number of full-time equivalent bargaining unit members in each category (i.e. tenure system or non-tenure-system) who were on the payroll as of September 15 in each year to determine an FTE share.

- (4) Using the criteria described in paragraph 26(B).13(d) and in accordance with a process that shall be developed jointly by the Union and the University, eligible faculty members may apply for up to 150% of the appropriate FTE share described in paragraph 26(B).13(a) and (b); *provided* that, if the total applications described in this paragraph exceed the respective pool, the Union and the University shall determine how the pool(s) shall be apportioned among those faculty members who had applied for funds in accordance with this paragraph.
 - (5) The funds referred to in paragraphs 26(B).13(a) and (b) must be expended during each respective fiscal year; *provided* that the Union and the University shall determine how to distribute any unexpended funds.
- (d) Research and educational support funds may be used for any *bona fide* scholarly, educational, or professional purpose. All expenditures must conform to all applicable requirements of University rules and regulations and state law, including the following:
- (1) Research and educational support funds may not be used to enhance salary rates of or pay salary bonuses to bargaining unit members, or for any other purpose subject to personal income tax. They may be used for student payroll on "CC" funds.
 - (2) The Commonwealth of Massachusetts will hold title to any materials or equipment purchased in whole or in part with research and educational support funds.
 - (3) Research and educational support funds may not be used to lease space.
 - (4) Freight costs must be included in the price of any material or equipment purchased.
 - (5) Equipment purchased with research and educational support funds must arrive on campus by the end of the fiscal year in which it is ordered.
 - (6) Equipment rentals paid for with research and educational support funds must terminate by June 30 in each respective year.
 - (7) Travel paid for with research and educational support funds must begin and end during the period September 1 through June 30 in each respective year.

- (8) Requisitions for materials and equipment purchased with research and educational support funds must be received in the Procurement Office by March 31 in each respective year.
- (9) Purchase Orders for materials and equipment purchased with research and educational support funds must be received in the Procurement Office by March 31 in each respective year.
- (10) Any purchase that totals \$1,000 or more is subject to the requirements of the University bid process (unless covered by a Massachusetts Higher Education Consortium contract or State contract). Bargaining unit members who anticipate utilization of this process must contact their dean's office for instructions.
- (11) Reimbursements will not be allowed except for travel expenses, conference fees, subscriptions, books, tuition, and professional memberships.

Any expenditure which conforms to these guidelines and to all relevant requirements of state and University policies, regulations, procedures, and contractual agreement will be processed.

- (e) The University commits to funding a new travel fund to reimburse each tenure-stream faculty member on campus for up to \$1,000 per year in travel expenses incurred to present their research, scholarship or creative activity at conferences. The funds for this program will be allocated to and administered by the Deans' Offices; specific criteria concerning accountability and expenses eligible for reimbursement will be established by Deans on a college-specific basis and provided to the FSU by no later than July 1, 2012. The University will continue its maintenance of effort for current funding of professional development.

26(B).14

If the cost items described above become effective in accordance with Article 30, the salary floors for tenured/tenure track and clinical, extension, and research faculty members shall, effective the first pay period in July 2012, and subsequent to implementation of Article 26(B).1, be as follows:

Instructor.....	\$55,300
Assistant Professor.....	\$62,000
Associate Professor.....	\$72,000
Professor.....	\$90,000

If the cost items described above become effective in accordance with Article 30, the salary floors for non-tenure-track faculty and librarians

shall, effective the first pay period in July 2012, and subsequent to implementation of Article 26(B).1, be increased by 1.75%, resulting in the following new salary floors:

Probationary Per-Course Lecturer (per-course).....	\$4,370
Post-Probationary Per-course Lecturer (per-course).....	\$4,763
Lecturer I	\$46,888
Lecturer II	\$54,626
Librarian I	\$45,518
Librarian II	\$51,928
Librarian III	\$59,648
Librarian IV	\$69,843
Librarian V	\$80,835

If the cost items described above become effective in accordance with Article 30, the salary floors for non-tenure-track faculty and librarians shall, effective the first pay period in January 2013, and subsequent to implementation of Article 26(B).2, be increased by 0.5%, resulting in the following new salary floors:

Probationary Per-Course Lecturer (per-course).....	\$4,392
Post-Probationary Per-course Lecturer (per-course).....	\$4,787
Lecturer I	\$47,123
Lecturer II	\$54,899
Librarian I	\$45,745
Librarian II	\$52,188
Librarian III	\$59,946
Librarian IV	\$70,192
Librarian V	\$81,239

If the cost items described above become effective in accordance with Article 30, the salary floors for non-tenure-track faculty and librarians shall, effective the first pay period in July 2013, and subsequent to implementation of Article 26(B).4, be increased by 1.75%, resulting in the following new salary floors:

Probationary Per-Course Lecturer (per-course).....	\$4,469
Post-Probationary Per-course Lecturer (per-course).....	\$4,870
Lecturer I	\$47,948
Lecturer II	\$55,859
Librarian I	\$46,546
Librarian II	\$53,101
Librarian III	\$60,995
Librarian IV	\$71,421
Librarian V	\$82,661

If the cost items described above become effective in accordance with Article 30, the salary floors for non-tenure-track faculty and librarians shall, effective the first pay period in January 2014, and subsequent to implementation of Article 26(B).5, be increased by 0.5%, resulting in the following new salary floors:

Probationary Per-Course Lecturer (per-course).....	\$4,491
Post-Probationary Per-course Lecturer (per-course).....	\$4,895
Lecturer I	\$48,187
Lecturer II	\$56,139
Librarian I	\$46,779
Librarian II	\$53,367
Librarian III	\$61,300
Librarian IV	\$71,778
Librarian V.....	\$83,074

Salary floors for faculty ranks are for nine-month appointments and will be adjusted accordingly for twelve-month appointments, except as provided in Article 14.3 and Article 14.4.

- 26(B).15 The University shall assist new tenure system faculty members and librarians up to \$500 per month for a maximum of two (2) months for the purpose of obtaining or continuing health care coverage during the sixty-day waiting period for new employees covered by the Group Insurance Commission. The Employer/University shall reimburse any new tenure system faculty member or librarian in obtaining or continuing health care coverage during the sixty-day waiting period for new employees covered by the Group Insurance Commission.

- 26(B).16 In accordance with past practice, the Employer/University Administration may grant salary increases to bargaining unit members as a response to an alternative offer of employment or recruitment of a faculty member by another employer. Any such salary increases shall not be governed by the provisions of Article 26(B).1-26(B).15. Department personnel committees shall be provided an opportunity to comment on any such increases before they are implemented, and a list of such increases shall be provided to the Union annually. Such increases shall not be subject to Article 25, Grievance Procedure.

- 26(B).17 Payroll deduction shall be permitted for unit members who wish to participate in MTA’s VOTE, a political action committee. All payroll deductions for unit members shall be allocated in equal amounts in each paycheck. A bargaining unit member who wishes to participate must consent in writing to the authorization of the deduction from his or her wages and to the designation of VOTE as the recipient thereof. Such consent shall be in a form acceptable to the Employer/University

Administration and shall bear the signature of the bargaining unit member. A bargaining unit member may withdraw his or her authorization by giving at least sixty (60) days notice in writing to his or her campus personnel office. The Employer/University Administration shall deduct contributions from the pay of bargaining unit members who request such a deduction in accordance with this Article and transmit such funds to the VOTE holding account within thirty days after the last day of the month in which the deduction is made, provided that the Employer/University Administration is satisfied by such evidence as it may require that the treasurer of VOTE has given a bond, in a form approved by the Employer/University Administration, for the faithful performance of his or her duties in a sum and with such surety or securities as are satisfactory to the Employer/University Administration. The Union will defend the Employer/University Administration against any and all claims arising from or related to this Article.

ARTICLE XXVII
SUPPLEMENTAL COMPENSATION (BENEFITS)

- 27.1 Mileage Allowances. Subject to the provisions of the Commonwealth's "Red Book" rules and regulations (http://www.mass.gov/Ehrd/docs/policies/publications/pol_redbk.rtf see Section 9), when a bargaining unit member is authorized to use his/her personal automobile for travel related to his/her employment, he/she shall be reimbursed at the mileage rate authorized by the Board of Trustees Travel Policy. (See <http://www.umass.edu/aco/ap/aptravelmilage.htm> for current rates.)
- 27.2 Meal Allowance. Subject to the provisions of the Commonwealth's "Red Book" rules and regulations (http://www.mass.gov/Ehrd/docs/policies/publications/pol_redbk.rtf see Section 9), a bargaining unit member who is assigned to duty that requires him/her to be absent from his/her home for more than twenty-four (24) hours shall be reimbursed for reasonable charges for lodging, including reasonable tips, and for meal expenses, including tips, not to exceed the following amounts: \$25 per diem after at least twenty-four hours and \$12.50 for partial days of at least twelve hours after the first twenty-four-hour period. (See <http://www.umass.edu/aco/ss/travel/manual/perdiem.htm> for current rates.)
- 27.3 In the event that the Commonwealth authorizes an increase in the reimbursement rates for mileage and/or meals during the life of this Agreement, said increase shall be extended to bargaining unit members in accordance with terms established by the Commonwealth.
- 27.4 The Commonwealth and each covered employee shall pay the monthly premium rate for the Group Insurance Plan in a percentage amount to be determined by the General Court for the type of coverage that is provided to such employee and his or her dependents under the Plan.
- 27.5 Vacation Leave
Faculty members on academic year appointments are not eligible for vacation leave. Full-time faculty members on calendar year appointments shall accrue 6.76 hours of vacation time each two-week pay period, not to exceed twenty-two days per year. For part-time faculty members with appointments of 50% time or more, this accrual shall be pro-rated based on percentage and length of appointment. Faculty members with appointments of less than 50% time are not eligible for vacation leave. No vacation leave shall be accrued while a faculty member is on leave without pay. One additional day a year shall be added to the vacation leave accrual upon the completion of five, ten, and twenty years of service, respectively. The Employer/University Administration will grant vacation leave in the year in which it becomes available, unless in his/her opinion

it is impossible or impractical to do so because of work schedules or emergencies. Unused vacation leave earned can be carried over for use during the following year, but in no event shall the accrued vacation leave of a faculty member exceed sixty-four days. Any unused vacation leave that would exceed sixty-four days shall be forfeited. Faculty members shall request the use of vacation leave in advance, and such requests shall not be unreasonably denied. Any unused vacation leave shall be forfeited at the time of a faculty member's separation from the University as a result of resignation, termination, retirement, or any other cause, or upon conversion from a calendar year to an academic year appointment basis, with the exception of any amount of unused vacation time that was requested in advance and the use of which was denied by the faculty member's supervisor. In any such case, the faculty member should put the request in writing, and the supervisor shall put his/her denial of the request in writing, for future verification of non-forfeiture.

Personal Leave

Faculty members on academic year appointments are not eligible for personal leave. After a year of service, full-time faculty members on calendar year appointments shall receive three paid personal leave days each January for use during that calendar year. This amount shall be pro-rated according to the following schedule for faculty members whose appointments begin after January 1. Personal leave must be used by the end of the calendar year, or it will be forfeited. For part-time faculty members with appointments of 50% time or more, this leave shall be pro-rated based on percentage of appointment. Faculty members with appointments of less than 50% time are not eligible for personal leave.

Start Date	Personal Time Awarded
Jan. - Mar.	24 hours
Apr. - June	16 hours
Jul. - Sept.	8 hours
Oct. - Dec.	0 hours

Sick Leave

Full-time librarians shall accrue 4.53 hours of sick leave each two-week payroll period, not to exceed fifteen days per year. Full-time faculty members on calendar year appointments shall accrue 4.61 hours of sick leave each two-week payroll period, not to exceed fifteen days per year. Full-time faculty members on academic year appointments shall accrue 3.07 hours of sick leave each two-week payroll period, not to exceed ten days per year. For part-time bargaining unit members with appointments of 50% time or more, this accrual shall be pro-rated based on percentage and length of appointment. Bargaining unit members with appointments of less than 50% time are not eligible for sick leave. No sick leave shall be accrued while a bargaining unit member is on leave without pay. Any unused sick leave shall be forfeited at the time of a bargaining unit member's

separation from the University as a result of resignation, termination, retirement, or any other cause.

Notification of absence due to illness shall be given as early as possible on the first day of absence. If such notification is not made, such absence may, at the discretion of the Employer/University Administration, be applied to absence without pay. For any period of absence of more than three days due to illness, the Employer/University Administration may require, for purpose of additional evidence only, a physician's certificate for the necessity of such absence. Any bargaining unit member who thereafter fails or declines to submit such a statement shall not be entitled to use sick leave until he/she has submitted the requested statement.

Sick leave shall be granted, at the discretion of the Employer/University Administration, to bargaining unit members only under the following conditions:

- when they are unable to perform their duties due to illness or injury
- when, through exposure to contagious disease, the presence of the bargaining unit member at his/her work location would jeopardize the health of others
- when appointments with licensed medical or dental professionals for purposes of medical treatment or diagnosis of an existing medical or dental conditions cannot reasonably be scheduled outside of normal working hours
- when a bargaining unit member is an active participant in an approved alcohol or narcotics counseling service program
- when a bargaining unit member is on approved parental leave in accordance with Article 27.14.

Additionally, a bargaining unit member may, upon notice to his/her department chair/head and, if requested, submittal of a physician's statement as described above, use five days of his/her sick leave or the MSP sick leave bank (concurrent with any FMLA entitlement used) for the purpose of caring for the spouse, child, foster child, stepchild, parent, stepparent, brother, sibling, grandparent, grandchild of either the bargaining unit member or his/her spouse, person for whom the bargaining unit member is legal guardian, or for a person living in the bargaining unit member's immediate household who is seriously ill. A bargaining unit member may apply to use additional sick leave time from his/her sick leave or the sick leave bank for these purposes. A request to use a total of 6-30 days shall be granted unless a majority of the sick leave committee votes to deny the request or to authorize a lesser amount than that requested. A request to use a total of more than thirty days shall be granted if a majority of the sick leave committee votes to approve the request; if the vote of the committee results in a tie, the committee members shall select a neutral fifth person to join in the committee's deliberations and subsequent vote; the Union and the Employer/University Administration shall split equally any expenses associated with appointing such a neutral person. The sick leave committee shall consist of two members selected by the Union and two members selected by the Employer/University Administration. If a bargaining unit member's request for the use of sick leave or sick leave bank for these

purposes for more than five days is denied, the bargaining unit member must return to work for at least one full semester (six months in the case of a librarian) before applying again for the same illness for the same individual. Bargaining unit members shall also be covered, as applicable, by the Family Medical Leave Act (for details, consult the Division of Human Resources) and by the Small Necessities Leave Act, which permits eligible employees to take up to a total of 24 hours of leave within a 12-month period to attend a child's school activity or accompany a child or elderly relative to a doctor's appointment (for details, see <http://www.umass.edu/humres/library/SMNECESS.html>).

A bargaining unit member may use up to a maximum of ten days of accrued sick leave in a calendar year for the purpose of attending to necessary preparations and legal requirements related to the employees adoption of a child.

A bargaining unit member may use up to a maximum of ten days of accrued sick leave in a calendar year for the purpose of attending to necessary preparations and/or legal proceedings related to foster care of DSS children, such as foster care reviews, court hearings, and MAPS training for pre-adoptive parents.

Upon return to work following sick leave in excess of five consecutive working days, the Employer/University Administration may require a physical examination to determine the bargaining unit member's fitness to perform his/her duties. At such examination, the bargaining unit member may, if he/she so desires, be represented by a physician of his/her own selection.

Bereavement Leave

Full-time bargaining unit members and part-time bargaining unit members with appointments of 50% time or more shall be granted a leave of absence with pay for a maximum of four days upon evidence satisfactory to the Employer/University Administration of the death of a spouse, child, stepchild, parent, stepparent, brother, sister, grandparent, grandchild, spouse's parent, a person for whom the bargaining unit member is the legal guardian, a person for whom the bargaining unit member is primarily responsible for making funeral arrangements, or a person living in the bargaining unit member's household. This leave may be used, at the option of the bargaining unit member, within thirty calendar days from said death. In extraordinary circumstances, at the discretion of the Employer/University Administration, bereavement leave may be used more than thirty calendar days from the date of the death. Upon evidence satisfactory to the Employer/University Administration, a bargaining unit member shall be granted one day of leave without loss of pay to attend the funeral of the brother, sister, grandparent, or grandchild of the bargaining unit member's spouse.

Domestic Violence Policy

Full-time bargaining unit members and part-time bargaining unit members with appointments of 50% time or more shall be granted fifteen days of paid leave (and

up to six months of unpaid leave) for victims to attend to issues resulting from domestic violence.

Holidays

Bargaining unit members who normally work on a day when the University is closed due to a holiday shall receive pay for that day. However, when class days are switched (e.g., Monday is on Wednesday) work days may be switched as well. The following days are currently considered holidays:

New Year's Day
Martin Luther King Day
President's Day
Patriots Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

In addition to the holidays listed above, bargaining unit members shall not be required to work on the immediate two work days preceding the day on which New Year's Day is celebrated. For purposes of this Article, such days shall be considered holidays. Employees who cannot be spared and who are required to work on a holiday are entitled to another day off with pay in lieu of the holiday.

Leave Without Pay

Leaves without pay may be granted by the appointing authority for reasons of health, for advanced study and research, in connection with temporary employment or service which will be of value to the faculty member and the University, or for reasons related to family issues. A bargaining unit member who wishes to be awarded a leave without pay shall complete the application form available at <http://www.umass.edu/provost/admin/policies/sabbaticalapp.pdf>. This application shall be reviewed by the bargaining unit member's department chair, dean/Director of Libraries, and the Provost, who shall indicate their recommendations/decision on the leave approval form available at <http://www.umass.edu/provost/admin/personnel/sabbapprv.doc>.

- 27.6 Liability Insurance. The Employer/University Administration agrees to continue liability insurance for bargaining unit members as is currently in effect at no cost. A copy of the liability insurance policy shall be given to the Union as a condition of this Agreement.

Retirement. The Employer/University Administration agrees to comply with all applicable provisions of the Massachusetts General Laws, including appropriate rules and regulations promulgated thereunder, with respect to retirement membership, rights and benefits for bargaining unit members.

27.8 Sick Leave Bank.

(a) The Sick Leave Bank established under the predecessor Agreement will be maintained on the Amherst and Boston campuses for the benefit of bargaining unit members who have chosen, pursuant to these policies and procedures, to be members thereof; bargaining unit members who are members of a Sick Leave Bank on the effective date of this Agreement shall remain members unless they choose to withdraw or fail to meet the continuing requirements for membership.

(b) Effective one month from the effective date of his or her initial appointment, a bargaining unit member shall automatically become a member of a Sick Leave Bank and one day of his or her personal sick leave shall be assigned to the bank. Bargaining unit members may choose not to participate in the bank by completing a form for this purpose, which shall be made available in the campus personnel office. Bargaining unit members may also choose to donate additional days of personal sick leave to the bank at any time by completing a form for this purpose, which shall be made available in the campus personnel office. Bargaining unit members who have previously chosen not to participate in the bank may become members of a Sick Leave Bank at any time by donating one or more days of personal sick leave and completing a form for this purpose, which shall be made available in the campus personnel office.

(c) The campus personnel office shall provide to the Union a membership listing and the number of sick leave days accumulated in the Sick Leave Bank by November 30 and March 30 of each year of this Agreement.

After the exhaustion of personal sick leave accumulation, any member of the Sick Leave Bank shall be entitled to use the Sick Leave Bank for any bona fide illness or disability, effective upon notice to the campus Personnel Office. The granting of such sick leave shall be subject to the same criteria as personal sick leave days and shall be consistent with University policy. A member is entitled to ninety (90) days of sick leave from the bank unless a majority of the Sick Leave Bank Committee votes to deny the request or to authorize a lesser amount. The member shall receive days from the bank until the Sick Leave Bank Committee makes such a decision. The number of days authorized by the Committee - if less than ninety (90) - or the ninety (90) day limit may be extended if a majority of the Sick Leave Bank Committee, acting on a request from the member, votes to extend. If the member's request for extension is denied, the individual is not entitled to use the Sick Leave Bank for the same illness or disability until the member returns to work for one full semester.

Decisions of the Sick Leave Bank Committee made under this section shall be final and binding and shall not be subject to Article XXV, Grievance Procedure.

(e) A member of a Sick Leave Bank drawing upon the Bank who is also entitled to accumulate sick leave in accordance with University policy shall continue to do so except that the amount of such sick leave shall accrue in its full amount to the Sick Leave Bank and not to the member.

(f) A department chairperson/head or the Sick Leave Bank Committee may request at any time (and, upon the written request of the President of the Union, shall require) that any member who is drawing sick leave from a Sick Leave Bank submit a physician's statement certifying the medical ground for sick leave. Any such member who thereafter fails or declines to submit such a letter shall not be entitled to draw sick leave from the Sick Leave Bank for so long as he/she fails to submit the requested certification.

(g) A member of a Sick Leave Bank who receives workers' compensation may not draw upon the Sick Leave Bank to supplement such compensation.

(h) Whenever the accumulation of sick leave days in the Sick Leave Bank shall fall below one hundred (100) days on the Amherst campus or fifty (50) days on the Boston campus, the campus personnel office shall notify Sick Leave Bank members. Any members wishing to retain membership shall within twenty-five (25) days after such notice assign one or more additional day(s) of accumulated personal sick leave to the Sick Leave Bank on the form to be distributed with the notice. However, any member wishing to retain membership and who shall have exhausted accumulated personal sick leave on the date of such notice shall assign such additional day(s) within twenty-five (25) days after the date on which such member is again entitled to personal sick leave; provided further, that such member shall retain all rights in the Sick Leave Bank until such period for assigning an additional day shall have expired.

(i) On each campus, the Employer/University Administration and the Union shall provide two (2) members of a Sick Leave Bank Committee, which shall be responsible for managing the campus Sick Leave Bank and carrying out the responsibilities mandated in this Article during the term of this Agreement; its decisions shall be final and binding and shall not be subject to Article XXV, Grievance Procedure. The Committee may also recommend changes in Sick Leave Bank procedures, which shall, upon acceptance by the Employer/University Administration and the Union, become part of this Agreement.

(j) The Employer/University Administration agrees to maintain an account of the Sick Leave Bank's assets on each campus.

27.9 Health and Welfare Trust.

(a) The Employer and the Union agree to continue the Health and Welfare Fund in effect as of the date of this Agreement. The board of trustees of the Health and Welfare Fund composed of an equal number of representatives of the Employer and the Union, shall determine in their discretion and within the terms of this

Agreement and the Agreement and Declaration of Trust such health and welfare benefits to be extended by the Health and Welfare Fund to bargaining unit members and/or their dependents.

(b) The Employer agrees to contribute to the Health and Welfare Fund on behalf of each full-time equivalent bargaining unit member the sum of \$14.00 each calendar week. Effective at the beginning of the first pay period in January 2014, this amount will increase to \$14.50 per FTE bargaining unit member each calendar week; effective at the beginning of the first pay period in June 2014, this amount will increase to \$15.00 per FTE bargaining unit member each calendar week. The contributions made by the Employer to the Health and Welfare Fund shall not be used for any purpose other than to provide health and welfare benefits and to pay the operating and administering expenses of the fund. The contributions for state-funded bargaining unit members shall be made by the Employer in an aggregate sum within forty-five (45) days following the end of the calendar month during which contributions were collected. The amount of contributions for each fiscal year shall be based on the number of full-time equivalent bargaining unit members as of the last payroll period in the month of October; provided, however, that for non-state funded bargaining unit members the number of full-time equivalent bargaining unit members may be surveyed quarterly during such fiscal year.

(c) No dispute over a claim for any benefits extended by this Health and Welfare Fund shall be subject to Article XXV, Grievance Procedure.

(d) It is expressly agreed and understood that the Employer does not accept, nor is the Employer to be charged with hereby, any responsibility in any manner connected with the determination of liability to any bargaining unit member claiming any of the benefits extended by the Health and Welfare Fund; such liability shall be limited to the contributions indicated under Subsection 27.9(b).

27.10 Tuition Remission. The Board of Trustees Systemwide Tuition Remission Policy for Higher Education Employees in effect on July 1, 1986, will remain applicable to bargaining unit members during the life of this Agreement. (See http://www.umass.edu/humres/benefits_tuition.htm for summary and <http://media.umassp.edu/massedu/policy/Tuition%20Waiver%20Policy.pdf> for Trustee document.) Neither this Policy, its application, nor its procedure shall be subject to the provisions of Article XXV, Grievance Procedure.

27.11 The Employer/University Administration agrees to continue during the term of this Agreement the current voluntary Dependent Care Assistance Plan (DCAP) (http://www.umass.edu/humres/benefits_dependent_care_assistance_program.htm), which complies with the requirement for federal tax deductibility.

27.12 The parties agree to the implementation of Trustee Policy #T93-123, "Family Leave Policy,"

<http://media.umassp.edu/massedu/policy/PersonnelFamilyLeave.pdf>) for bargaining unit members.

- 27.13 Longevity Bonus Payment. At the time of retirement, bargaining unit members shall be entitled to a longevity bonus payment in the amount of 1.5 day's pay for each year of service, including all paid leaves.
- 27.14 Parental Leave. Full-time tenured and tenure-track faculty members, state-funded non-tenure track faculty members with at least six years of full-time service who have appointments that make it possible to fulfill the return obligation described below, and librarians with at least four months of service who become biological or adoptive parents of a child under five years of age shall receive, upon request, a one-semester paid leave (twenty-four weeks for librarians). Such leave is intended to be for the purpose of caring for, or preparing for the arrival of, the child. Therefore, members who are on such a leave may not engage in additional salaried employment, and during the leave, all University policies, including but not limited to those governing consulting and outside employment (<http://www.umass.edu/research/ora/facon.html>) and conflict of interest (<http://www.umass.edu/provost/admin/policies/conflict.pdf>), shall continue to apply to the bargaining unit member as if that member were not on leave. During that semester, which shall be the semester in which the child's birth or adoption occurs or an adjacent semester, the faculty member or librarian shall be required to use his or her accrued sick leave. Any otherwise eligible faculty member or librarian with insufficient accrued sick leave may draw against the sick leave bank. FMLA leave shall run concurrent with such parental leave, and no affected faculty member or librarian may use sick leave or the sick leave bank to extend this leave, unless such an extension is medically indicated. Any faculty member or librarian taking such a leave must join or be a member of the sick leave bank prior to commencing the leave and must return for one year of full-time service. A faculty member or librarian who takes a parental leave either immediately preceding or immediately following a sabbatical leave must return for one-and-a-half years of full-time service. Application for parental leave must be submitted at least one semester prior to the proposed start of the leave, when the faculty member or librarian has knowledge of the impending birth or adoption, whichever is later, or when the faculty member or librarian has been granted an appointment that makes it possible to fulfill the return obligation, whichever of the three occurs latest. If an otherwise eligible individual misses the application deadline, the parties will negotiate to determine whether to waive the deadline.
- 27.15 Parental Postponement of TDY. The tenure decision year of a non-tenured faculty member who becomes the biological or adoptive parent of a child under five years of age will be delayed for one year upon written notification of the birth or adoption by the faculty member to the department chair, no later than six months after the birth or adoption of the child. A faculty member whose tenure decision year has been postponed under this provision and wishes to have the tenure decision year restored to its original date may do so by written notification

to the department chair no later than three months prior to the start of the original tenure decision year.

A faculty member may apply for a one-year delay in the tenure decision year for the birth or adoption of subsequent children; the decision about whether to approve such additional request(s) shall be entirely within the discretion of the department chair.

27.16 Child Care Assistance

On the Amherst campus, the Administration agrees to provide child care assistance, in the amount of \$50,000 for each year of the Agreement, to newly appointed tenure system bargaining unit members. In determining allocations of these funds, the Provost will consider such factors as financial need, cost and time period of care needed, equity, other resources available, distance from campus, and other relevant considerations. The Provost will provide an annual report on the allocation of these funds to the committee described in Article 27.17. Allocations of these funds will not be subject to Article 25.

27.17 Work-Life Issues

Committee:

The parties agree to establish a joint committee, composed of equal numbers of representatives of the Amherst campus administration and the Union, to discuss the family needs and work-life issues of bargaining unit members, including such issues as child care, housing, and elder care. The committee will recommend approaches to disseminating information about the University's policies and services in areas related to work-life issues, will review and make recommendations about the accommodation of dual career families, will conduct a study of the effects of parenthood on the career development of faculty women, and may make additional recommendations as a result of its deliberations. Committee recommendations may, by mutual agreement of the Union and the Administration, be adopted at any time. The committee will meet twice a semester for the duration of the Agreement. The activities of the committee will not be subject to Article 25.

TDY Changes:

The circumstances under which a faculty member may request alteration of the tenure decision year, as described in Trustee Policy T76-081 (<http://media.umassp.edu/massedu/bot/Academic%20Personnel%20Policy,%20UMASS%20A,B.pdf>, section 6.2(e)), shall include family needs.

27.18 Domestic Partner Benefits

Effective January 1, 2006, all benefits for domestic partners of bargaining unit members will be discontinued except for those bargaining unit members who do not reside in Massachusetts, who are in the United States military or whose

domestic partners are in the United State military, and those bargaining unit members who are in the process of or planning to adopt a child. Any other requests for exceptions will be reviewed by a joint Union/Administration committee.

27.19 Post-Retirement

No later than May 15, 2009, the union and administration shall jointly develop an information sheet about post-retirement part-time appointments and discuss appropriate ways to disseminate this information. The information sheet will include a statement of the importance and value the University places on retired faculty and librarians and of the interest of some faculty and librarians in continuing their association with and contribution to the University; a statement that post-retirement appointments are available to both those in the state retirement system and those in the ORP; a description of the options for post-retirement appointments (including the restrictions applicable to those in the state retirement system); examples of types of post-retirement work (e.g., teaching courses; advising; administrative service; governance and committee work; graduate student committees with usual approval; research, typically grant-funded); a requirement that all post-retirement appointments be approved by the department chair, dean, and provost and that the responsibilities, compensation, duration of appointment, space assignments, and any other terms be determined by mutual agreement between the retiree and department chair and laid out in a written agreement approved by the dean and provost; a limitation of three years on the maximum term of any individual appointment (but with no maximum number of terms); a statement that faculty members and librarians on post-retirement appointments are not members of the MSP bargaining unit and that denials of requests for post-retirement appointments are not grievable under the MSP/FSU contract; and a suggestion that faculty members and librarians consult with Human Resources for information about benefits and individualized information about limits on post-retirement employment.

27.20 Phased Retirement

On the Amherst campus, effective at the beginning of the fall 2009 semester, bargaining unit members in the ORP will be eligible to participate in a phased retirement program under which a bargaining member may, for no less than two and no more than five years prior to separation from the University, reduce in time, ordinarily to no less than 25% and no more than 50% time, with a corresponding reduction in salary and an agreed-upon definition of his/her reduced responsibilities. At the time of approval of any such arrangement, the bargaining unit member shall be required to provide a non-rescindable resignation effective at the end of the agreed-upon term of the reduced appointment. All such arrangements shall be subject to prior approval by the department chair, dean, and the Provost, and decisions shall not be grievable under the MSP/FSU contract. Faculty members on phased retirement appointments will continue to be members of the bargaining unit.

27.21 Sabbatical Leave

The parties agree to establish a joint committee comprised of equal numbers of representatives of the Amherst campus administration and the Union, to study enhanced sabbatical systems at other universities. This committee will begin its work by June 2009 and complete its work and make recommendations by April 1, 2010, so that any recommended changes, if agreed upon in negotiations between the parties, could take effect in the fall of 2011. The activities of this committee shall not be subject to Article 25, Grievance Procedure.

27.22 Faculty Travel

The parties agree to establish a joint committee comprised of equal numbers of representatives of the Amherst campus administration and the Union, to study issues relating to off-campus excursions with students.

27.23 Curriculum Fee Waivers

Curriculum fees for dependents of bargaining unit members eligible for tuition waivers under Trustee policy shall remain at the level in effect as of February 20, 2009.

ARTICLE XXVIII
MAINTENANCE OF POLICIES

28.1 During the life of this Agreement, the following policies for bargaining unit members will be maintained:

(a) policy on sabbatical and other leaves (appended);

(b) policy on sabbatical leave for librarians (as amended) and University policy on short-term professional leave (T73-090, section entitled: "Professional Improvement," excluding paragraphs A, B and C), applicable only to bargaining unit librarians;

(b) policy on tuition waivers for employees (as amended)

(<http://media.umassp.edu/massedu/policy/Tuition%20Waiver%20Policy.pdf>);

(d) policies on "Intellectual Property"

(<http://www.umass.edu/research/intelfac.html>), "Conflicts of Interest Relating to Intellectual Property and Commercial Ventures"

(<http://www.umass.edu/research/ora/confl.html>), and "Faculty Consulting and Outside Activities"

(<http://www.umass.edu/research/ora/facultyconsultingpolicy.pdf>); and

(e) policy on additional faculty compensation (T01-012)

(<http://www.umass.edu/provost/admin/policies/compensation.html>).

ARTICLE XXIX
EFFECT OF AGREEMENT

It is acknowledged that during the negotiations that resulted in this Agreement the Union had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining. Therefore, for the life of this Agreement, this Agreement shall constitute the total agreement between the parties and the Union agrees that the Employer/University Administration shall not be obligated to any additional collective bargaining.

ARTICLE XXX
COST ITEMS AND APPROPRIATION BY THE GENERAL COURT

- 30.1 The cost items contained in this Agreement (including Articles 26.1 through 26.6 and 27.9) are specifically subjected to additional, complete and identifiable appropriation by the General Court and shall not become effective unless the appropriation necessary to fund fully such cost items has been enacted in accordance with Massachusetts General Laws, Chapter 150E, Section 7 and allocated by the Governor to the Board of Trustees, in which case the cost items shall be effective on the dates provided in this Agreement.
- 30.2 All bargaining unit members shall receive the benefit of the cost items of this Agreement in the cases where those cost items are effective for state-funded employees. In the case of institute, grant or contract employees, support funds must be available in the specific institute, grant or contract budget for the fiscal year in which payment must be made.
- 30.3 The Employer/University Administration shall make a request for the funding of this Agreement as required by Massachusetts General Laws, Chapter 150E, Section 7. In the event that the additional specific, complete and identifiable funding in each year of this Agreement is not fully provided, the cost items shall be returned to the parties for further bargaining.

ARTICLE XXXI
SENIORITY FOR ADMINISTRATIVE SERVICE

- 31.1 Persons originally hired to a title currently in the bargaining unit and who are now in nonbargaining unit positions and persons who move from a bargaining unit position to a nonbargaining unit position shall retain seniority accrued in the position that is currently in the bargaining unit.
- 31.2 Such persons may accrue up to five (5) additional years of seniority while in the nonbargaining unit position.
- 31.3 The Union upon the request of such an above-mentioned person may consider said person's request for additionally accrued seniority above five (5) years. The decision of the Union shall be final.

ARTICLE XXXII
SEPARABILITY

- 32.1 In the event that any provision of this Agreement is in whole or in part declared to be illegal and/or invalid by any court, tribunal or administrative agency having competent jurisdiction, or in the event that compliance with or enforcement of any provision of this Agreement is restrained in whole or in part by any court, tribunal or administrative agency having competent jurisdiction, then all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect and shall continue to be binding upon the parties hereto.
- 32.2 In such an event as described in Section 32.1, the parties shall meet within thirty (30) calendar days after either party receives written notice from the other in an attempt to renegotiate in conformity with the law.

ARTICLE XXXIII
ANNUAL EVALUATION OF FULL-TIME FACULTY

- 33.1 Departmental personnel committees and academic administrative officials, as appropriate, shall evaluate full-time faculty members annually in accordance with the campus master calendar.
- 33.2 For the life of this Agreement and for the purposes of this Article, the forms currently in use on each campus entitled “Annual Faculty Report and Evaluation of Professional Activities” will serve as the evaluation form for full-time faculty members. (For Amherst form, see <http://www.umass.edu/provost/admin/personnel/afr.html>.) The parties agree that the Employer/University Administration may amend the teaching section of the Annual Faculty Report and Evaluation of Professional Activities to include the following instruction: “Please indicate if any of the courses are honors courses, general education courses, or interdisciplinary courses.”
- 33.3 The evaluation shall address the duties and responsibilities of the individual faculty member. All recorded union activity in an AFR shall be credited as University service.
- 33.4 Each department, program or other analogous unit shall develop or adopt one or several forms appropriate to the evaluation of teaching in that unit, as well as procedures for the administration of student evaluations of teaching.
- 33.5 During a faculty member's annual review, the departmental personnel committee shall present its findings at the appropriate place on the "Annual Faculty Report and Evaluation of Professional Activities" form.
- 33.6 Each faculty member retains the right to respond in writing to any written comments made by any individual or group of individuals on his/her evaluation and to have the response affixed to the evaluation.
- 33.7 For the purpose of discussing the faculty member's performance and/or the written comments already provided, each faculty member shall have the right, upon request, to meet once each academic year with each of the following:
- (a) the chair of the departmental personnel committee and/or representatives of the departmental personnel committee;
 - (b) the chair/head of the department, program or other analogous unit;
 - (d) the dean or other analogous academic administrative official.
- 33.8 Student evaluations shall be kept on file in the department or program office for a period of six years.
- 33.9 Article 33.1, 33.3, 33.4, 33.5, and 33.7(a) shall not be subject to Article XXV,

Grievance Procedure.

ARTICLE XXXIV
PERIODIC MULTI-YEAR REVIEW

34.1 Periodic Multi-Year Review of tenured faculty members shall be conducted in accordance with the “Policy on Periodic Multi-Year Review,” attached hereto as Appendix A.

34.2 Amherst
During each academic year, the Amherst campus will allocate \$250,000, at least \$150,000 of which will be allocated to the college development funds described in the “Review Process” section of the Policy on Periodic Multi-Year Review. Any remaining funds will be allocated for a development program in the Center for Teaching and for individual faculty research grants, for individuals who have undergone Periodic Multi-Year Review. These funds will be in addition to and not a replacement or renaming of the professional development funds that have been provided for in the MSP contract.

The college development funds on the Amherst campus shall be allocated annually to each school and college of that campus on a pro-rata basis of the number of individuals scheduled for PMYR and those considered for promotion to the rank of Professor in each school or college in the previous year as a percentage of the total number of individuals scheduled for PMYR and promotion to the rank of Professor in the previous year on the campus. Each individual undergoing PMYR or a successful review for promotion to the rank of Professor shall receive written notification of the availability of these funds and shall be asked to sign a form indicating the amount of funds requested or indicating that none are requested. The Union and the University shall negotiate over the use of any college development funds that are not allocated through the PMYR process, except that any funds in excess of \$15,000 shall be added to the allocation of the Center for Teaching described above.

34.3 Boston
During each academic year, the Boston campus shall allocate \$2,500 to the respective college development fund for each faculty member who is scheduled to undergo Periodic Multi-Year Review or who is promoted to the rank of professor. The Employer/University Administration shall notify each faculty member who is undergoing PMYR or who is promoted to the rank of professor that such development funds exist and that such funds may be requested as part of the faculty member’s PMYR statement or, in the case of a promoted faculty member, other suitable statement. Any funds requested may be awarded in accordance with the Policy on Periodic Multi-Year Review of Faculty (PMYR), which is included in this Agreement as Appendix A. Any funds not requested or awarded or any residual funds remaining after two (2)

years from the date of the award will be available for general faculty development purposes in a manner to be determined by the college, including grants to the Center for the Improvement of Teaching for individuals who have undergone Periodic Multi-Year Review.

During each academic year, the campus will allocate \$93,500, less any amounts allocated pursuant to the above paragraph, to college development funds in proportion to the number of tenure system faculty members in each respective college to be used to for general faculty development purposes in a manner to be determined by the college.

ARTICLE XXXV
CONTINUING EDUCATION AND DISTANCE LEARNING

The term "courses" as used in this Article shall be understood to mean credit-bearing courses utilizing the distance learning mode of instruction.

- 35.1 The procedure for the development and approval of DL courses shall be determined through the established governance process on each campus. Normally, courses shall be developed and taught by members of the bargaining unit. However, if no member of the bargaining unit is willing or qualified to develop and/or teach a course, the Division of Continuing Education (DCE) may, with academic departmental approval, contract with individuals outside the unit to develop and/or teach such course.
- 35.2 The name and campus affiliation of the faculty member who teaches a DL course and the name of the individual who developed the course content and materials (if different) shall be identified.
- 35.3 At the discretion of the instructor, and with prior notification to DCE, at least one opportunity for "in-person" (same place, same time) interchange between the instructor and students, or among students, may be built into a DL course. However, the "in-person" opportunity cannot be a course requirement and reasonable accommodations (the reasonableness to be determined by agreement between the instructor and DCE) shall be made for any students for whom such an interchange would present a hardship.
- 35.4 When software is deemed necessary, by mutual agreement of the instructor and DCE, for teaching a DL course, it shall be provided to the instructor at no cost.
- 35.5 The evaluation of teaching in DL courses shall be subject to the provisions of Article XXXIII of the Agreement.
- 35.6 Faculty will have access to technical support to the extent that it is currently provided on each campus.
- 35.7 Generally, faculty teaching online shall not be monitored by anyone without the faculty member's consent. However, in the event of student complaints about the instructor of a DL course, the instructor shall be notified and given an opportunity to address the problem. Only after notification, and after sufficient opportunity has been provided for the instructor to address the concern, shall electronic monitoring be allowed. Instructors shall be informed if they are subject to electronic monitoring. Monitoring shall be limited to the specific course and semester for which the complaints were received. However, if complaints are received late in the semester or after the completion of a course, monitoring may extend for one subsequent semester. Monitoring shall be limited to that which is reasonably related

to the nature of the complaint(s) and shall not impinge on the academic freedom of the instructor. This provision is not intended to restrictive usual administrative practices such as collecting data for reports or ensuring that course content is ready when the course is set to commence.

35.8 Course content and materials that are developed by a faculty member and associated with DL courses shall be treated as Exempted Scholarly Works under the Policy on Intellectual Property (<http://www.umass.edu/research/intelfac.html>). However, such content and materials shall not be subject to the exceptions or exclusions of the Policy, such as those set forth in Section III.B, nor shall the faculty member be required to license such content and materials to the University, without specific agreement among the faculty member, the University, and the Union. In addition, a separate intellectual property agreement may be reached in order to meet external grant or contract requirements.

35.9 At the Amherst campus, the teaching stipends that are currently paid in the various degree programs (see attached) shall serve as the minimum stipends for faculty teaching courses in those programs for the duration of the Agreement. The minimum stipends for all other credit-bearing DL courses shall be as follows:

Undergraduate courses	\$4,000
Graduate courses	\$4,300

At the Boston campus, the current stipends shall serve as the minimum stipends for the duration of the Agreement.

35.10 To ensure quality, the MSP will receive a report by September 1st of each year indicating the proportion of DL courses offered through the Amherst campus DCE during the preceding academic year that were taught by adjunct faculty.

ARTICLE XXXVI
SUCCESSORSHIP

- 36.1 In the event that the University of Massachusetts at Boston or Amherst is consolidated or merged into or with any other division, school, college or component of the Massachusetts system of public higher education during the life of this Agreement, the present bargaining unit as defined in Section 2.1 shall remain distinct and this Agreement shall remain in full force and effect.
- 36.2 Notwithstanding Section 2.2 or any other provisions of this Agreement to the contrary, it is the declared intention of the parties not to include or accrete into this bargaining unit as a consequence of any such consolidation or merger individuals who, on the day prior to such consolidation or merger, were not employees of the University of Massachusetts, regardless of their title or classification, unless the parties mutually agree to such inclusion or accretion.
- 36.3 In the event there is a successor or successors in interest to the Board of Trustees of the University of Massachusetts, such successor(s) shall be bound by and shall assume all the rights, duties and obligations of the Board as if such successor(s) in interest were a named party and signatory to this Agreement.

ARTICLE XXXVII
DURATION

- 37.1 This Agreement shall be for the two-year period from July 1, 2012, through June 30, 2014, and the terms contained herein shall become effective on the date of its execution by the parties, except as otherwise specified herein.
- 37.2 On or before January 15, 2014, the parties shall exchange their bargaining demands for changes in the current Agreement. No new bargaining demands may be submitted after said date without the mutual consent of both parties. The parties shall commence negotiations for a successor Agreement no later than February 1, 2014. In the event that either party fails to meet the requirements set forth above, said party shall be deemed to have waived its right to seek changes in the current Agreement. If both parties fail to comply with the requirements set forth above, the terms of the current Agreement shall continue for an additional three-year period from July 1, 2014, through June 30, 2017. If bargaining for a successor Agreement is properly commenced as required herein, this Agreement shall remain in full force and effect until a successor Agreement is executed or an impasse in negotiations is reached.
- 37.3 This Agreement is entered into and shall become effective as of midnight on the 17th day of March 2012.

APPENDIX A
Policy on Periodic Multi-Year Review of Faculty (PMYR)

PREAMBLE

The practice of regular annual review of faculty performance based upon an annual faculty report (AFR) and involving peer review by departmental personnel committees and administrative review by chairs and deans is well established on the Amherst campus. The AFR serves as the primary basis for the award of merit monies when they are available and is intended to be a mandatory yearly review of faculty performance even in the absence of merit. Because faculty members continue to review their professional activity every year of their careers at the University, including after tenure and promotion, the AFR must be a principal ingredient of any process of post-tenure review.

In addition, significant multi-year reviews of faculty performance are conducted at the time of major personnel actions: appointment through the tenure decision year, tenure, and promotion to full professor. These reviews evaluate the performance of the faculty member in the three mandatory categories of teaching, research, and service in regard to established standards for the personnel actions, including the expectation of continued professional development and performance.

A multi-year review of all faculty, which is distinct from the annual and major personnel action reviews, serves a number of internal purposes. First, such a review expands the narrow time window of the annual reviews into an overview of a faculty member's interests, capabilities, and performance that will both inform evaluations and rewards and aid academic planning. Second, such periodic overviews make possible timely consultation, intervention, and assistance that will stimulate and encourage professional development, new initiatives, and/or changes in direction that will benefit both the faculty member and the institution. The multi-year review will also effectively account for faculty members' professional activity.

In adopting a PMYR policy, the university and the tenured faculty, represented by the Massachusetts Society of Professors, MTA/NEA, address the external concern for accountability, while upholding the integrity of tenure and academic freedom. PMYR addresses accountability by fostering continued professional development.

PURPOSE

The primary purpose of Periodic Multi-Year Review (PMYR) is to assist tenured faculty in their continuing professional development. A faculty member who has been awarded tenure has demonstrated excellent performance and represents a large investment on the part of the University. Tenure is awarded on the basis of an expectation that the faculty member will continue to develop professionally and demonstrate a continued high level of performance. PMYR evaluates performance over a number of years and assures that the talents of faculty members and their contributions to the University are maximized throughout their careers.

PRINCIPLES

1. Our present review procedures encourage short-term assessment of individual accomplishment. PMYR should foster a longer-term view of an individual's performance and contributions to the University.
2. PMYR must assure the protection of the faculty member's academic freedom, and right to full and free inquiry, as prescribed in the contract.
3. PMYR is neither retenuing nor a major personnel action as defined in the collective bargaining agreement.
4. PMYR should be appropriately linked to the annual faculty reviews [AFRs] and should not involve the creation of additional unnecessary bureaucracy.
5. PMYR should include both self-assessment and internal peer review, as well as assessment by the department chair and dean.
6. Standards of evaluation in each department will be fair and consistent with departmental, college, and campus practice.
7. PMYR is intended to recognize that individual interests and abilities of faculty members may change over time, and that faculty members may meet their professional responsibilities to their department in varied and changing ways.

TIMING OF PROCESS

1. PMYR is to be conducted every seven years for all tenured faculty members. Persons who have indicated, in writing, their intention to retire within a three-year period will not be subject to PMYR.
2. The first formal consideration of an associate professor for promotion to full professor may be substituted for the initial PMYR unless such promotion consideration is delayed beyond seven years past the promotion to associate professor. If a person is formally considered for promotion to full professor but not promoted and is not subsequently reconsidered for promotion in the interval before the next sabbatical, PMYR will take place two years before the scheduled year of that sabbatical.
3. The time of the PMYR may be altered, upon written agreement between the individual and the department chair, in the following circumstances:
 - a. When the faculty member is named to a full-time administrative appointment, the faculty member will have the option of delaying the review for up to three years following the return to normal faculty assignments.
 - b. When the faculty member is granted a leave without pay for an academic year. A leave of less than one academic year in duration shall not affect the time of the PMYR.
 - c. When the faculty member expresses in writing his or her intention to retire within three years of the time of the scheduled review, the review shall be canceled. If the intention to retire is rescinded, the faculty member shall undergo PMYR in the next annual cycle or during the annual cycle in which the faculty member had originally been scheduled to undergo PMYR, whichever is later.

- d. Upon request initiated by the faculty member and approved by the department chair and the dean.

REVIEW MATERIALS

The foundation of the review will include a brief statement, typically between 1000-2000 and not to exceed 2500 words, submitted by the faculty member that summarizes and assesses his/her principal activities during the period since the last PMYR or promotion review, and his/her goals and approach to achieving such goals in the areas of teaching, research/scholarship, creative and/or professional activity and service in the coming years. If the individual's statement calls for a major new initiative or change in the direction of her/his work, the statement will include any requests for additional developmental support needed for that initiative or change in direction. In addition, the faculty member will submit a current curriculum vitae. The department chair will supply all evaluations of the faculty member's teaching performance carried out during the previous six years, and the annual faculty evaluation reports (AFRs) for the prior six years and the current year, including any supplemental materials that normally accompany AFRs.

REVIEW PROCESS

The Departmental Personnel Committee or other elected committee [hereafter referred to as DPC] and the Department Chair will review the individual's AFRs, curriculum vitae, teaching evaluations, and the submitted statement. After review of the materials, the DPC and the Chair will each recommend that the statement submitted by the faculty member be either:

- (1) Accepted, with further comments or suggestions optional, or
- (2) Revised.

A recommendation to accept the submitted statement will be made when the individual's past performance and future goals, as documented in the materials submitted, indicates that no changes in the faculty member's work or plans are seen as required in order to promote the continued contribution to the University and professional progress of the faculty member. A recommendation to revise the submitted statement will be made when the individual's past performance and future goals, as documented in the materials submitted, suggests that a significant change in the faculty member's work or goals (one that is substantially different from that proposed by the faculty member) is indicated in order to promote the faculty member's continued effective contribution and professional progress.

In making either recommendation, the DPC and the Chair will also recommend whether or not to provide the resources for professional development requested in the faculty member's statement, whether it is an accepted or revised statement. In deciding whether to recommend development support, the DPC and Chair would typically consider such factors as:

- (i) whether the individual's past performance and future goals indicate that she/he is

- likely to be successful in achieving the goals if she/he is given the necessary support;
- (ii) whether the individual's statement involves a substantial change in the nature of the individual's work;
 - (iii) the extent to which the individual's statement represents a contribution to departmental, college, or campus directions and priorities.

If development support is recommended, the recommendation will be submitted to the dean who would consider the award of development funds from a college development fund established by a faculty-count pro-rata distribution of such funds from the provost. The dean will be aided in this activity by a three-person faculty committee elected from faculty in the college. If the funds available are inadequate to meet the demand, decisions will be based on a combination of need and merit so as to ensure that funds are available to both solve problems and stimulate new initiatives, as well as to respond to the most pressing needs. The college development funds will be an addition to and not a replacement or renaming of the professional development funds that have been provided for in the MSP contract.

If both the DPC and the Chair recommend "Statement accepted" and the dean concurs, then no further action will be taken, and the review will be concluded. If the dean does not concur, the statement along with specific comments from the dean explaining the nonconcurrence will be returned to the faculty member, personnel committee, and chair for revision.

If either the DPC or the Chair recommends "Statement revised," or the dean indicates nonconcurrence, the DPC and Chair both shall meet with the individual to discuss ways of optimizing the faculty member's professional contribution through a revised statement. The faculty member shall be allowed to present any supplemental documentation about his or her performance at this time. The intent of the revised statement is to support and encourage the faculty member's effective contribution and professional development, and it shall in no way impinge on the faculty member's academic freedom. Opportunities to develop professionally may include, but are not limited to, consultation with colleagues to assist in problem areas, a change in department assignments to facilitate improvement in teaching, research or service, the design of a sabbatical leave which is crafted to address the identified needs, and referral to the Center for Teaching, if appropriate.

If a revised statement agreeable to the faculty member, the DPC and the chair cannot be achieved, the situation will be referred to a five-person college level appeal committee, two members of which are to be nominated and elected by the members of the faculty member's college to serve for a staggered period of two years, two members of which are to be appointed by the dean to serve for a staggered period of two years, and one member of which will be selected by the faculty member to serve as his or her representative. In smaller colleges (Education, Engineering, Management, Nursing, and Public Health and Health Sciences), the committee will include one member elected by the faculty of the college, one appointed by the dean, and one selected by the faculty member. The faculty member shall have the right to remove any committee members (up to six) whose participation he or she deems inappropriate. The committee including the faculty member's representative will draft a statement in consultation with the chair, the

DPC and the faculty member. This will be the revised statement when adopted by majority vote of the committee.

The revised statement will address the issues identified, will include a timetable and criteria for a follow-up review to take place in three years, and will be signed by the faculty member, the department chair and the dean to signify that all parties have received copies. The revised statement may include a reallocation of the faculty member's effort and such reallocation will itself not diminish the faculty member's entitlement to merit funds; nor shall it impinge on his/her academic freedom. Any proposed reallocation of duties should not be designed, intended or used for the purposes of controlling, restricting or redirecting the nature of the faculty member's research or scholarship in his/her field. The revised statement also will indicate what resources or other support will be devoted to promoting the success of the revised statement.

Participation in the PMYR process as described above is required of all tenured faculty members.

During the three-year period after development of a revised statement, the DPC and the chair will consult as needed with the faculty member, and at least annually will comment in writing on the faculty member's progress toward the goals set forth in the revised statement. The dean will review these comments and may comment as well. At the end of this three-year period, the DPC, the chair, and the dean each will evaluate in writing the extent to which the goals of the revised statement have been achieved. If the parties concur that the goals have been achieved, the recommendation will be that a subsequent PMYR will take place in four years, restoring the seven-year cycle. If they do not concur, other possibilities may be discussed. The dean may determine that no further efforts at faculty development are warranted and may refer the matter to the provost for disciplinary action or dismissal, consistent with the requirements of the Union contract.

The fact of a faculty member's refusal to accept or to implement the revised statement shall not be a basis for discipline, and no aspect of the PMYR process, including but not limited to informal discussion, written recommendations, or the fact or details of any revised statements generated as part of the process shall be considered as an initial stage in any disciplinary process or be introduced as evidence or otherwise referred to in any later disciplinary procedures. This exclusion does not apply to any document or record originally intended for a use other than the PMYR, e.g. the AFR, nor to any aspect of a faculty member's performance that may have been considered in the PMYR process and may be separately considered in a subsequent disciplinary process. Nothing in this policy changes the "just cause" standard set forth in the collective bargaining agreement under which a faculty member may be considered for dismissal.

ASSESSMENT

Each dean will prepare an annual report to the Provost on the PMYR process in his/her college. This report, which will be reviewed by the Provost to ensure that the PMYR process is being appropriately and consistently carried out across the campus, will include a summary of the number of PMYRs conducted and their results and relevant details about all instances in which a revised plan was developed.

Periodically after implementation of PMYR, the parties will jointly evaluate and report to the campus on how the policy is working.

APPENDIX B
WAIVER OF RIGHT OF ACCESS TO LETTERS OF RECOMMENDATION

Name

Personnel Review Affected

Academic Year

According to the University's Fair Information Practices Regulations, Trustee Document T77-059 (<http://www.umass.edu/humres/library/fipa.htm>), I may waive my right of access to confidential letters of recommendation or evaluation solicited in connection with the above mentioned personnel review. I understand that the University will not use any letters or statements solicited or submitted in connection with this personnel review for any purpose not connected with it.

I also understand the following:

(1) that this waiver applies only to letters directly and individually solicited, with an assurance of confidentiality, during the personnel review mentioned above. It does not apply to letters submitted in response to a general announcement that I am undergoing this personnel review or to any other letters that have not been directly and individually solicited.

(2) that this waiver may apply, as indicated by me below, to letters solicited under the conditions specified in (1) from individuals both external and internal to the campus (including students).

(3) that I shall be informed, by means of the table of contents attached to the file and updated at each level of review, of the identity of persons who provide letters.

(4) that I may comment upon the appropriateness of the individuals whose letters were solicited, and that I may comment on the substance and appropriateness of any letters I am allowed to see.

PLEASE SIGN ONE LINE ONLY

Having read the above, I waive my right of access of letters of recommendation or evaluation directly and individually solicited from persons both internal and external to the campus with an assurance of confidentiality in connection with this review.

Signature

Date

Having read the above, I waive my right of access to letters of recommendation or evaluation directly and individually solicited from persons external to the campus with an assurance of confidentiality in connection with this review.

Signature

Date

Having read the above, I waive my right of access to letters of recommendation or evaluation directly and individually solicited from persons internal to the campus with an assurance of confidentiality in connection with this review.

Signature

Date

I decline to waive my right to see letters directly and individually solicited in connection with the above-mentioned personnel review.

Signature

Date

APPENDIX C (BOSTON)
UNIVERSITY OF MASSACHUSETTS
SABBATICAL LEAVE POLICY

1. The purpose of the sabbatical leave is to provide uninterrupted opportunity at regular intervals for faculty members for teaching improvement, writing, research, professional improvement, scholarly pursuits, or to gain new information and experience in order to remain current in one's field.

2. All tenured faculty members who have given the University at least six years of service (including all approved paid leaves) at the rank of Instructor, Assistant Professor, Associate Professor, or Professor shall be considered eligible for sabbatical leave and may apply. Sabbatical leaves will be awarded after thorough review and evaluation of the merits of the individual leave proposal.

3. Full-time tenured faculty previously on part-time appointments will be given equivalent credit for part-time service (e.g., eight years at ½ time and two years at full time = six years) in the rank of Instructor, Assistant Professor, Associate Professor, or Professor and will be eligible for sabbatical leave based on current full-time salary. Part-time tenured faculty will be eligible for sabbatical leave based on part-time salary.

4a. Initial Sabbaticals after award of tenure

After six years of full-time equivalent service, tenured faculty members will be eligible for a one-semester sabbatical leave at 100% of salary or a full academic year of sabbatical leave at 50% of salary or two non-consecutive semesters at half salary.

4b. Subsequent sabbaticals

Subsequent sabbatical leaves can be taken in three ways:

Single semester (five-and-a-half months for those on calendar year appointments) at a payment rate determined by the accrued sabbatical credits, up to a maximum of 100%

Full year (eleven months for those on calendar year appointments) at a pay rate determined by the accrued sabbatical credits, up to a maximum of 100.

Two non-consecutive semesters at a pay rate determined by the accrued sabbatical credits, up to a maximum of 100%.

4c. Sabbatical compensation

Tenured faculty members will be eligible for subsequent sabbatical leave at a salary percentage based on their accrued semesters of full-time equivalent service. This percentage will be determined by multiplying by 3.5% the number of semesters of qualified service. Qualified service includes all semesters of fulltime equivalent service after the initial sabbatical leave that have not been used for any prior sabbatical leave. Qualified service excludes any year during which a sabbatical leave is taken, except that

for a faculty member who takes the option of two non-consecutive semesters, qualified service excludes only those two semesters.

4d. Non-consecutive semester sabbatical leaves shall be compensated at the same rate as full-year sabbatical leaves. Faculty members shall not accrue sabbatical credit for any semester of a non-consecutive sabbatical leave. Faculty members shall accrue sabbatical credit for semesters of full-time equivalent service during the non-sabbatical semesters of an academic year during which a non-consecutive sabbatical leave is taken.

5. Faculty members who are on full salary sabbatical leave may not engage in salaried employment in this country or elsewhere, however desirable the experience, except as provided for in the “Policy on Faculty Consulting and Outside Activities” (Trustee Policy T96-047) <http://media.umassp.edu/massedu/policy/Fac%20Consulting%20Policy%20-%20UMA-UMB.pdf> This does not preclude acceptance of scholarships, fellowships, or grants for the purpose of research and study for which no services are required, or Fulbright lectureships when teaching is combined with research. A faculty member on a partial-salary sabbatical leave may, with the prior approval of the Dean and Provost, accept outside remuneration for work directly relevant to his or her teaching, research, creative or professional activity, or service.

6. Recipients of a sabbatical leave must return to duty for at least one year of service immediately following the expiration of the leave. Postponement of the required return may be approved by the Chancellor, with the concurrence of the President, when there are sound reasons for doing so and when the faculty member has acknowledged in writing that his or her obligation to return for a full year of service remains in effect; all such postponements will be reported to the Board of Trustees. Failure to return will obligate the member to refund the salary received during the sabbatical leave, unless an exception is made by the Board of Trustees.

7. Each recipient shall, upon return, file copies of a report of activities and their results with President, Provost, Dean and Department Chairperson.

8. At the time of implementation of this new sabbatical leave policy on September 1, 2010, full-time tenured faculty members with at least six years of service will be credited with sabbatical percentage based on their years of service since the date of appointment to the regular faculty or since the last sabbatical, whichever is later, up to a maximum of 50% of salary (making them immediately eligible for a one-semester sabbatical leave at 100% of salary or a full academic year of sabbatical leave at 50% of salary). A faculty member who has had more than six years of service since the last sabbatical leave may apply for additional sabbatical leave credits. Representatives of the Union and Administration shall discuss and resolve any such applications that are denied.

Sabbatical Policy Chart

Year of service	Sabbatical %	Sabbatical %
1st	0	0
2nd	0	0
3rd	0	0
4th	0	0
5th	0	0
6th	0	0
7th	50	0
8th	7	57
9th	14	64
10th	21	71
11th	29	79
12th	36	86
13th	43	93
14th	50	100
15th	57	
16th	64	
17th	71	
18th	79	
19th	86	
20th	93	
21st	100	

If sabbatical leave is taken in year 7, subsequent sabbatical leave may be taken any time from year 10 on, and sabbatical % begins accruing again in year following sabbatical leave.

If sabbatical leave is not taken in year 7, sabbatical % continues to accrue, up to a maximum of 100%, until sabbatical leave is taken and then begins accruing again in year following sabbatical leave.

Each sabbatical credit = 7.14% of salary.

Sabbaticals may not be taken more often than once in any three-year period and may not be taken by any untenured faculty member.

For the University:

For the MSP/FSU/MTA/NEA:

Robert Caret, President

Michelle Gallagher, MTA

J. Keith Motley, UMB Chancellor

Sandra Howland, FSU

Winston Langley, UMB Provost

Larry Kaye, FSU

Mark Preble, University Director of Human
Relations and Labor Relations

Marlene Kim, FSU

Jeff McCue, UMB Personnel Director

Lorenzo Nencioli, FSU Staff

Peter Langer, UMB Associate Provost

Executed by the parties representatives as evidenced in the Summary of FSU Collective Bargaining Contract document, dated April 12, 2012 (http://www.fsu.umb.edu/sites/fsu.umb.edu/files/2009_2012_MSP_FSU%20Agreement_Signed%20MOU%20and%20Summary.pdf).

MEMORANDUM OF UNDERSTANDING
Tuition Remission Policy

Pursuant to the tentative successor Agreement reached on October 30, 1986, the parties agree to the following with respect to the Board of Trustees Tuition Remission Policy (http://www.umass.edu/humres/benefits_tuition.htm):

(1) Any tuition remission benefits not currently offered in the system of public higher education, if extended by the Board of Trustees tuition remission policy, shall be applicable to all MSP/FSU/MTA/NEA bargaining unit members for use within the University of Massachusetts system, exclusive of the University of Massachusetts Medical Center;

(2) No existing benefits set forth in Trustee Document T82-054A, tuition waiver policy (as revised by T96-129: <http://media.umassp.edu/massedu/policy/Tuition%20Waiver%20Policy.pdf>) shall be diminished by the Board of Trustees tuition remission policy;

Having once been implemented, the tuition remission policy shall not be diminished during the term of this Agreement.

For the University:

For the MSP/FSU/MTA/NEA:

MEMORANDUM OF UNDERSTANDING
Biweekly Payroll

The parties acknowledge that the University will be implementing new administrative computing and payroll systems. To ensure that the changes required by these systems are introduced and implemented in the most effective manner, the Union agrees to support the University's implementation and accepts such changes to business practices, procedures, and functions as are necessary to achieve such implementation (e.g., the change from a weekly to a biweekly payroll system). The University and the Union will establish a special Labor-Management Committee made up of an equal number of Union representatives and Management representatives. This committee shall be the sole forum for the parties to discuss any issues of impact to the bargaining unit arising from the implementation of the systems. The parties will reopen negotiations on this subject prior to implementing any change which has the effect of reducing a unit member's pay in any academic year.

For the University:

For the MSP/FSU/MTA/NEA:

MEMORANDUM OF UNDERSTANDING
Electronic Salary Deposits

The University and the Union agree that all employees shall have their net salary checks electronically forwarded to an account or accounts selected by each employee.

For the University:

For the MSP/FSU/MTA/NEA:

MEMORANDUM OF UNDERSTANDING
Article 30.2 List

The University will provide the Union with a list, on an annual basis, of any bargaining unit members who, under the terms of Article 30.2, do not receive the benefits of the cost items in this Agreement.

For the University:

For the MSP/FSU/MTA/NEA:

MEMORANDUM OF UNDERSTANDING
Information Technology Council

The Union will have a representative on the Information Technology Council on the Amherst campus and analogous group on the Boston campus.

For the University:

For the MSP/FSU/MTA/NEA:

MEMORANDUM OF UNDERSTANDING
Retirees Tuition Waiver

Effective September 1, 2005, retired faculty members and librarians who were members of the bargaining unit at the time of retirement shall continue to be eligible for employee tuition waivers. Any denial of such waivers will be subject to Article 15, Grievance Procedure. These waivers shall not apply to the spouses, domestic partners, or dependents of retirees.

For the University:

For the MSP/FSU/MTA/NEA:

MEMORANDUM OF UNDERSTANDING
Calendar Year Appointment

Any faculty member who, in accordance with Article 14.3, requests a calendar year appointment, shall be given the following description of the differences between academic and calendar year appointments and shall, if he/she chooses a calendar year appointment, be required to sign the following form prior to being appointed on such a basis.

For the University:

For the MSP/FSU/MTA/NEA:

ACADEMIC vs. CALENDAR YEAR APPOINTMENTS

- Academic year basis – The salary will be paid over 13 biweekly pay periods or 26 biweekly pay periods.

September – March (fall semester, 13 biweekly pay periods)

March – August (spring semester, 13 biweekly pay periods)

September – August (both semesters, 26 biweekly pay periods)

1. The biweekly salary will be smaller than a calendar year payment schedule. The biweekly rate will be calculated on a 13 or 26 biweekly pay period schedule and it will be paid for each semester or the full year. However, the total contract amount will remain the same.
2. An employee **MUST** be active on the payroll system to be eligible for any COLA and merit raises. A longer appointment period provides greater security in being active on payroll for any such raises. The dates for any given year's raises vary and will be declared in the current MSP contract.
3. A longer appointment period also ensures that a full semester's service will be credited to the state in terms of the state retirement system (pro-rated by percentage of time for any given appointment).
4. For benefited employees (50% time or above), a longer appointment period provides longer periods of time for any insurance(s) to be in effect. After observing the sixty-day waiting period for new employees, health insurance would be provided from November to March for fall semester appointments effective September 1, from March to August for an appointment the following spring semester, and from April to August for a stand-alone spring semester appointment.

- Calendar year basis – Salary will be based on exact dates of service provided per semester.

September –December (fall semester) or shorter if not a full semester course

January – May (spring semester) or shorter if not a full semester course

September – May (both semesters)

1. The bi-weekly salary will be larger than an academic year payment schedule. The bi-weekly rate will be calculated on the exact day and weeks determined for any given semester's responsibilities. However, the total contract amount will remain the same.

2. An employee **MUST** be active on the payroll to be eligible for any COLA and merit raises. A shorter appointment period provides greater risk for failure to be active on the payroll system when the current year's COLA and merit raises are calculated. The dates of said raises will vary based on the current year's MSP contract.
3. A shorter appointment period will provide only a few months credit of service towards the state retirement system (again, this service period is pro-rated based on the percentage of time for any given appointment). This service credit would be shortened by approximately nine weeks (per semester). If the appointment period is even shorter than a full semester, even fewer months of service credit will be counted by the state board of retirement.
4. For benefited employees (50% time or above), a shorter appointment period will provide only a few months for any insurance(s) to be in effect. For example, after observing the sixty-day waiting period, health insurance would only be in effect from November to December for fall semester appointments effective September 1 and from April to May for an appointment the following spring semester or for a stand-alone spring semester appointment. Please be aware that if the dates of the calendar year appointment are shorter than the full semester, than this insurance coverage would be even shorter.
5. If a calendar year option is chosen, a waiver of understanding of the above mentioned implications must be signed by the employee for each appointment period.

PLEASE NOTE:

All information regarding insurance and retirement is provided for guidance only. Decisions regarding insurance benefits and retirement credit are beyond the purview of the University, and no commitment is made or implied by the provision of this information.

CHOICE OF PAYMENT

Calendar year option

- September –December (fall semester) or shorter, if course is less than a full semester
- January – May (spring semester) or shorter, if course is less than a full semester
- September – May (both semesters)

By choosing this option I understand that:

1. My bi-weekly salary will be larger than if I choose an academic year payment schedule. My bi-weekly rate will be calculated on the exact days and weeks determined for any given semester’s responsibilities. However, the total contract amount will remain the same.
2. Because I may not be active on payroll year round, I may not be eligible for general salary increases, cost-of-living increases, or merit raises for the duration of my appointment period or subsequent appointments. The dates of said increases will vary based on the current MSP contract.
3. If I am a benefited employee (50% or above), I will not have a full semester’s time (pro-rated to percentage of time) credited to my state service for retirement purposes. My pro-rated state service will be shortened by approximately nine weeks (per semester) and will be based on the exact dates I am active on the payroll system.
4. If I am a benefited employee (50% or above), I understand that all my insurance(s) will be terminated the last day of the month in which my appointment ends. A calendar year appointment would terminate any insurance at the end of the month in which I am no longer active on payroll.
5. Any vacation or personal time that I earn during this appointment must be used during periods when University classes are not in session. Any vacation or personal time that I accrue but do not use during the term of my appointment will be forfeited without compensation at the end of that appointment.

I hereby choose to be paid on a calendar year basis instead of an academic year basis. I understand the implications listed above and the consequences of such an appointment.

Print Name: _____

Signature: _____

Department: _____

Semester & Year of Appointment: _____

Date: _____

All information regarding insurance and retirement is provided for guidance only. Decisions regarding insurance benefits and retirement credit are beyond the purview of the University, and no commitment is made or implied by the provision of this information.

MEMORANDUM OF UNDERSTANDING
Continuous Employment Committee – NTT Faculty

The parties agree to establish a joint labor management committee to explore the concept of continuous employment for non tenure track positions within bargaining units A and B. The Committee shall be comprised of an equal number of administration and union representatives. The Committee will provide recommendations to both the administration and union bargaining teams no later than January 2012. In the event the parties, by mutual agreement, decide to implement any recommendation prior to the re-opening of formal negotiations nothing in this provision shall be deemed to prohibit such agreement.

For the University:

For the MSP/FSU/MTA/NEA:

MEMORANDUM OF UNDERSTANDING
Distance Education Committee

A joint committee on each campus, composed of equal numbers of representatives of the campus administration and the Union, will be created to identify and discuss potential issues related to distance education that impact bargaining unit members, including but not limited to intellectual property, union representation, and course development, improvement, and evaluation. The committees will have the authority to negotiate about these issues. The activities of the committees shall not be subject to Article 25, Grievance Procedure.

For the University:

For the MSP/FSU/MTA/NEA:

MEMORANDUM OF UNDERSTANDING
Pilot Scholarship Incentive Program for Non-Tenure System Faculty
On the Boston Campus

As described in paragraph 26(B).13(d)(3), in each FY10, FY11, and FY12, there shall be a fund consisting of 25% of that portion of the research and educational support funds allocated to non-tenure system for the purpose of establishing an incentive program for non-tenure system faculty members who engage in scholarly activities.

No later than October 15, 2009, the Union and the University shall develop: 1) the levels of awards that may be granted (e.g. \$100, \$500, etc.); 2) a process by which Departmental Personnel Committees (DPC) may establish the criteria for awards; 3) a process by which DPC's may nominate individual faculty members for awards; and 4) a process for review of those nominations by the University administration.

In the event that there are more nominations than available funds, the Union and the University shall determine how the available funds shall be awarded (e.g. pro-rated).

In the event that there are more funds than nominations, Union and the University shall determine how to distribute any unexpended funds.

For the University of Massachusetts Boston

For the Faculty Staff Union/MTA/NEA

MEMORANDUM OF UNDERSTANDING
Phased Retirement Committee

There shall be a joint labor-management committee to negotiate over the decision and implementation of a phased retirement system on the Boston Campus.

For the University of Massachusetts Boston

For the Faculty Staff Union/MTA/NEA

MEMORANDUM OF UNDERSTANDING
Preventing Workplace Violence on the Boston Campus

The Policy on Preventing Workplace Violence (FY10-HRS-002-00) on the Boston campus is hereby incorporated into this Agreement.

Policy Name: Preventing Workplace Violence

Original Date Issued: January xx, 2010

Revision #: NA

Last Update: NA

Purpose of Policy:

According to a recent survey conducted by the Bureau of Labor Statistics, more the 5% of workplaces had experienced an incident of workplace violence within the previous twelve months.¹ That same survey revealed that more than 70% of workplaces had no formal policy on workplace violence and nearly 80% had no training program on workplace violence prevention.² The purpose of this policy is to define and establish procedures for the prevention of workplace violence.

Applicable to: All faculty and staff

Definition(s):

Workplace, as used in this policy, means the campus of the University of Massachusetts Boston or any location where a faculty or staff member is considered on duty.

Workplace violence, as used in this policy, means violent acts, including physical assaults and threats of assault, directed toward persons at work or on duty.³

Specific examples of workplace violence include:

- intimidation or threats communicated by any means;
- physical assault and/or battery;
- property damages; or
- other disruptive or aggressive behavior that causes a reasonable person to be in fear of their own safety or that of a colleague or that causes the disruption if workplace productivity.

¹ Bureau of Labor Statistics (2005), *Survey of Workplace Violence Prevention Press Release*, 3 [www.bls.gov/iif/oshwc/osch0033.pdf].

² *Id.* at 15-16.

³ National Institute for Occupational Safety and Health (NIOSH) (1996), *Violence in the Workplace*.

Violent behavior can include actions or communications in person, by letter or note, or via telephone, fax, or electronic mail. Incidents of workplace violence may be acted out individually or take place between faculty/staff, and students; faculty/staff, and acquaintances/partners, or faculty/staff and the general public.

Policy: It is the policy of the University of Massachusetts Boston to have zero tolerance for workplace violence in any form. Faculty or staff members who engage in acts of workplace violence or who retaliate against anyone who files or participates in the investigation of an allegation of workplace violence are subject to discipline, up to and including termination.

Procedures:

A. Reporting Workplace Violence

Faculty and staff may report incidents of workplace violence to their director, supervisor, or dean, or to the Department of Human Resources, Room 03-76, 3rd Floor, Quinn Administration Building. (617) 287-5150.

In an emergency situation, call Campus Public Safety by dialing 9-1-1 from any campus phone or (617) 287-1212 from a cell or non-campus phone.

The Faculty and Staff Assistance Program can also help. Call 888-267-8126 anytime to speak with a LifeWorks consultant. Or visit www.lifeworks.com (user id: umass; password: lifeworks) to explore our other resources.

B. Distressed and Distressing Employees Protocol

UMass Boston has established a Distressed and Distressing Employees Protocol to support faculty and staff in assessing and responding to concerns about co-workers.

C. Training

1. Website

The Department of Human Resources will develop and update a website dedicated to preventing workplace violence, including related policies, information on the Distressed and Distressing Employees Protocol and other resources.

2. Other Training

The Department of Human Resources will develop, update, and implement training programs and materials to raise awareness about workplace violence, to inform faculty and staff of the University's commitment to preventing workplace violence, and to offer resources for identifying and responding to potential risks.

Oversight Department: Human Resources

Responsible Party within Department: Assistant Vice Chancellor for Human Resources

Authority:

Executive Order #442, Establishing a Policy of Zero Tolerance for Workplace Violence
University Of Massachusetts, Principles of Employee Conduct (T96-136)

Related Documents:

Distressed and Distressing Employees presentation (PPT)
Community Members' Support of Faculty and Staff who are Distressed or Distressing
Others

MEMORANDUM OF UNDERSTANDING
Pilot Research Intensive Semester on the Boston Campus

There shall be a joint labor-management committee to negotiate over the implementation of a pilot Research Intensive Semester, to begin in September 2010, which is defined as semester during the period prior to the Tenure Decision Year in which a faculty member is released from all instructional responsibilities.

For the University of Massachusetts Boston

For the Faculty Staff Union/MTA/NEA

MEMORANDUM OF UNDERSTANDING
University College

I. Generally

- A. Unless otherwise specified in this MOU, the provisions contained in the Agreement between the Board of Trustees of the University of Massachusetts and the Massachusetts Society of Professors/Faculty Staff Union (Unit A Agreement) shall apply to the members of the unit described in paragraph II, below.
- B. Unless otherwise specified in this MOU, the provisions of paragraph III (Course Assignments: Fall/Spring) shall apply to members of the bargaining unit described in Article 2.1 of the Unit A Agreement.

II. Recognition

Unit B (Labor Unit 39): The Employer/University agrees to recognize the Union as the exclusive representative for the purposes of bargaining for all matters pertaining to wages, hours, standards of productivity and performance and other terms or conditions of employment for a bargaining unit comprised of those professional employees teaching credit courses in the University of Massachusetts Boston University College, upon assignment to one or more sections in their second continuous academic year of employment; *provided* that those brief interruptions in service described in Article 21(B).2 shall not be deemed a break in service, and does not pertain to those not included in the bargaining unit described in Article 2.1.

III. Course Assignments: Fall/Spring

A. Course assignments to University College fall and spring courses shall be made in the following manner:

- 1. Establish the Pool: To qualify for the seniority provisions contained in this paragraph, faculty must have taught at least one (1) fall or spring course in University College (or former CCDE) within the prior two (2) years.

The seniority rank for fall or spring courses assignments shall be determined by the number of University College (or former CCDE) courses a particular faculty member has taught within a given department. Faculty members who are tied in seniority will have their seniority determined by a coin toss, where the loser receives priority over the winner in the next assignment in University College (either in the same or a subsequent semester).

The Department shall email priority lists to each faculty member within the department and the Union by August 15th annually.

2. Solicit Requests for Courses: Prior to each semester, chairs/program heads will solicit requests from all faculty members within the department interested in teaching. University College courses in the upcoming semester. Faculty must indicate which University College courses they wish to teach in that semester in order of preference and how many total University College courses they wish to teach.
3. Assign Courses: If a faculty member requests a course that they have not previously taught at UMB, then a determination of competency will be made by the Chair who may choose to consult with the Departmental Personnel Committee. If the faculty member is not judged to possess the requisite expertise to teach the course, their request will be disallowed.

Every effort will be made by the Chair to permit faculty members who have taught a particular course over the previous two (2) years or more, to retain the specific course.

No one may be offered more than two (2) University College courses until all members who wish to have two (2) courses have been given them. Remaining classes will be offered to those with University College seniority in a summer and/or winter session. Unit A faculty members will be given preference over non-bargaining unit faculty members.

4. Exception: If a Unit A faculty member requests to teach a scheduled course and, in the judgment of the Chair or Program Head, that individual has greater teaching experience or expertise in teaching that course than does any faculty member who has requested that course, the Chair may assign the course to that faculty member and thereby remove that course from the list of available courses for that semester. Upon request, the displaced faculty member or members will be provided with a written justification for the displacement by the Chair or Program Head.

- B. This Article may be grieved if it is determined that management did not follow the processes and procedures set forth in this article. However, at no time may a grievance hearing officer or arbitrator substitute his/her academic judgment for that of the Department Chair or Program Head.

IV. Course Assignments: Summer/Winter

- A. Course assignments to University College winter and summer courses shall be made in the following manner:
 1. Competence. Which courses a faculty member is competent to teach in University College sessions shall be determined by academic department

chairs/program heads in consultation with the departmental personnel committee, or where one does not exist, any other appropriate mechanism, according to the same standards that are used for regular ("day") courses. Standards for competence must be applied uniformly to all faculty members and must remain consistent from semester to semester

2. Priority List. Length of service shall be defined in accordance with Article 21 (B).4 *provided* that for the purpose of transition, the university shall develop a one-time list of all faculty members on the payroll in a department as of July 3, 2010 and who have taught University College winter/summer sections ranked by the total number of winter/summer sections taught. Faculty members' ranking on such a list shall supersede length of service in seniority. A faculty member shall be removed from the priority list if inactive for a two year period (four consecutive winter/summer sessions), unless on authorized leave. Ties will alternate position on the list from year to year, with the initial ordering being decided by a coin toss. The resulting ordinal list will be the summer/winter University College priority list for the department. The Department shall email priority lists to each faculty member within the department and the Union by August 15th annually.
3. Schedule. Subject to the availability of funds and programmatic and scheduling needs, University College, in conjunction with academic department chairs/program directors, shall develop a schedule of course sections to be offered during each winter or summer term/session. Schedules shall be made available to all faculty members no later than the time of solicitation.
4. Requests to teach. Prior to each winter or summer term/session, the department chair/program director shall solicit requests on the Course Preferences/Assignments form (Attachment A), from all department faculty members to teach in the upcoming term/session. To be considered to teach in the term/session, a faculty member must indicate the section(s) for which he/she wishes to be considered. Faculty members should include a preference ranking for available sections.
5. Assignment of sections. Using the priority lists described in paragraph (2) of this section, academic department chairs/program heads shall assign sections in order of priority to post-probationary faculty members, assigning no more than two sections (if requested) per faculty member in the summer term and one in the winter term. Any remaining sections must first be offered to any other interested, competent current department members who are not on the priority list before hiring any new faculty.
6. Exception. If, prior to the assignment of sections, a UMB faculty member requests to teach a scheduled course but would not receive the course via the priority system, and, in the judgment of the Chair or Program Head in

consultation with the departmental personnel committee, or where one does not exist, any other appropriate mechanism, that individual has greater teaching experience or subject matter expertise than does any faculty member within the department who is on the priority list and who has requested that course, the Chair or Program Head may assign a section of the course to that faculty member and thereby remove that section from the list of available sections for that session. The displaced faculty member or members will be provided with a written justification for the displacement by the Chair or Program Head. Such written justification will also be provided to the union.

V. Evaluation

The provisions contained in Article 33 of the Unit A Agreement shall apply to the evaluation of teaching in University College; *provided* that in addition to any form developed pursuant to Article 33.4 of the Unit A Agreement, the University may develop a specific form to be used in evaluating teaching in courses offered through University College.

VI. Salaries

The per course minimum rate for faculty members teaching in University College shall be:

Probationary Rates (See Article 21(B).5(a):

\$4,109, effective in the Summer II session, 2010

\$4,201, effective in the Summer II session, 2011

Post Probationary Rates:

\$4,477, effective in the Summer II session, 2010

\$4,578, effective in the Summer II session, 2011

MEMORANDUM OF UNDERSTANDING
Gender Equity Study

During the term of this Agreement, the University shall conduct a study to assess whether salaries, rank, and tenure status vary by gender within disciplines. The methodology of this study shall be mutually agreed upon by the University Administration and the Union.

MEMORANDUM OF UNDERSTANDING
Mid-Term Modifications/Obligations

In all cases, if a committee is unable to reach agreement, the status quo ante shall apply until and unless a change is negotiated in a successor collective bargaining agreement. The activities of the committees shall not be subject to Article 25, Grievance Procedure. The administration agrees to provide a reduced workload for a maximum of four bargaining unit members for the fall 2012 semester, provided the request is made in writing to the campus Provost's Office at least two (2) weeks prior to the start of registration for that semester. For any bargaining unit member who is unable to meet this notice provision, the Employer/University Administration agrees to provide the reduced workload in one of the two semesters subsequent to that in which the individual would otherwise have been eligible. In the case of faculty, instructional workload shall be reduced by one (1) course per semester. In the case of librarians, release time shall be granted one and one-half (1 1/2) days per week during those weeks when committees on which the librarian serves meet and one-half (1/2) day per week during those weeks when they do not meet. Librarians' release time pursuant to this Section may be accumulated and used as needed. A librarian or a state-funded faculty member on a nonteaching assignment who elects to fulfill his or her full time commitment through rescheduling, in consultation with the Department Chairperson or Director of Libraries, rather than utilize the released time provided for this committee work, will receive \$3000.

Non Tenure Track Faculty Committee

The parties agree to form a joint committee, composed of equal numbers of union and administration representatives, with the authority to bargain over contract faculty issues including, but not limited to, continuous employment, job descriptions, leaves, employment conditions of clinical faculty, and the application of seniority when a contract faculty member is not reappointed. The committee will develop a work schedule that will allow for completion of its work by May 1, 2012. Three Boston campus contract faculty bargaining unit members shall each receive payment of \$5000 during the spring 2012 semester in lieu of release time.

The committee shall convene at main table bargaining, at which time the parties will review issues for main table and campus specific bargaining.

Junior Faculty Research Intensive Semester

The University commits to developing College-specific plans to move incrementally toward the goal of providing a research-intensive semester or its equivalent, by January 2013.

Faculty Workload/Working Conditions/Research Support Committee

The Faculty Workload/Working Conditions/Research Support Committee shall discuss issues of concern and negotiate any changes by mutual agreement. Topics for discussion/negotiation include: 2/2 teaching load, faculty research support needs, changing class scheduling, standardizing class workload.

To this end the University affirms its goal of providing supports for junior faculty research through a research-intensive semester or its equivalent. The University also affirms its goal of moving to a 2-2 teaching load and engaging in the planning steps necessary for each College to implement such a shift in the teaching load consistent with their College's specific requirements.

During the Fall 2012 semester, Deans will work within their Colleges to create individual College-specific plans to move incrementally toward the goal of providing junior faculty research supports. The Deans will present their plans to the Provost for approval, and a comprehensive plan will be forwarded to the FSU by January 5, 2013, for negotiation with the FSU.

Progress towards a 2-2 teaching load will be discussed at Labor-Management and plans will be shared at this forum as details are discussed within the college governance structure and specific plans are finalized.

MEMORANDUM OF UNDERSTANDING
Salary Anomalies – Boston Campus

A salary anomaly exists whenever a faculty member or librarian is paid at a salary that is significantly lower than his or her colleagues in the same discipline (or closely related discipline) who have similar records of accomplishment and similar seniority, and where there exists no legitimate reason for the disparity (*e.g.* prior merit awards or a starting salary based on a prior distinguished record).

A. University Anomaly Committee

There shall be a standing committee referred to as the University Anomaly Committee (UAC), which shall be comprised of an equal number of Union and Employer/University Administration representatives and a non-voting representative from the Department of Human Resources. The UAC shall develop and maintain its rules and procedures for determining the existence of an anomaly and/or whether a salary adjustment is warranted.

B. Periodic Reviews

Following a successful 4th year review, favorable tenure decision, promotion to professor, Periodic-Multi-Year Review (or in the case of librarians, following the initial appointment and each successive five-year appointment), or whenever, by annual review or other means of identification, a gross anomaly appears to exist, the Employer/University Administration shall analyze the salary of a faculty member to determine if an anomaly exists. Such analysis shall consist of a review of the faculty member's salary history compared with his or her colleagues in the same discipline (or closely related discipline), including starting salary, length of service, merit awards, and any other salary adjustments.

C. Process of Review; Effective Date of Salary Adjustment

The UAC shall review the analysis prepared by the Employer/University Administration, any other such data requested by the UAC, and may consult with faculty, departmental personnel committees, department chairs, deans, or others, and shall determine whether one or more salary adjustments are warranted. The UAC shall prepare a report of any such determinations and shall submit such report to the Provost.

Any salary adjustment based on the UAC's determination shall become effective on September 1st of the next academic year following such determination and shall not be grievable pursuant to Article 25.

D. Funding

Each year, beginning in fiscal year 2012, the Employer/University Administration shall budget a minimum of \$30,000 to address salary anomalies, provided that the Employer/University Administration may, but shall not be required to, budget additional funds; provided further that, in any year in which the budgeted amount is insufficient to address all of the anomalies identified by the UAC, salary adjustments will be made based on a pro rata share of any such budgeted amount or as otherwise determined by the UAC.

Any unused budgeted funds may be used to remedy previously identified, but unremedied, salary anomalies or to address salary anomalies identified in subsequent years.