**Memorandum of Agreement**

This Memorandum of Agreement ("Agreement") is by and between the Faculty Staff Union ("Union") and the Board of Trustees of the University of Massachusetts ("University"), collectively, "the Parties," and contains the parties' agreement for a Collective Bargaining Agreement covering the period July 1, 2024 through June 30, 2027, to succeed the parties' Collective Bargaining Agreement covering the period July 1, 2023 through June 30, 2024.

The University and the Union agree to the following changes to the collective bargaining agreement. All other language in the current contract remains unchanged.

Article 3. Affirmative Action

Article 3. Affirmative Action

3.1 The Administration shall not discriminate **and prohibits unlawful discrimination, harassment (including sexual harassment), and retaliation** 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/non-membership in the Union, **or any other legally protected class.**

Article 8. Academic Freedom

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 their teaching and in the classroom related to their subject as reflected in the course syllabus.** ~~determined by the faculty member~~. ~~in discussing their subjects in the classroom, but they should be careful not to introduce persistently, into their teaching, matter unrelated to their subject.~~

Article 15. Faculty Workload

15.7.1 Research Intensive Semester: Upon hire, all new non-tenured, tenure-stream faculty will be awarded two discretionary course load reductions (CLR’s). At their option, they may either take these one at a time or bundle the discretionary CLR’s together to create a single Research-Intensive Semester during which they will have no teaching. **Service shall be required in a modality mutually agreed upon by the bargaining unit member and department chair. Upon the request of a bargaining unit member an exemption to service may be granted. Such requests shall be reviewed by the department chair on a case by case basis. Decisions regarding an exemption shall be approved by the department chair in consultation with the Dean, which shall not be subject to grievance or arbitration, except for alleged procedural violations.** ~~Pre-tenured faculty on a Research-Intensive Semester will still be expected to perform their normal service obligations.~~ The department chair will take both the pre-tenured faculty member’s preference and departmental needs into account in approving the timing of a pre-tenured faculty member’s deployment of CLR’s awarded upon hire, including the timing of a Research-Intensive Semester.

Article 17. Failure to Perform Minimum Assigned Duties and Workplace Misconduct

**17.5 Job Abandonment: When a bargaining unit member has abandoned their position without permission, the following steps will be taken:**

1. **An email will be sent to the individual’s University email address, informing them that they must return to work within a reasonable time period as determined by the University, or risk termination of employment.**
2. **A certified letter will be sent to the individual’s home address, with return receipt required, informing them that they must return to work within a reasonable time period as determined by the University, or risk termination of employment.**
3. **If the individual does not respond to either communication within two (2) calendar weeks after receipt of the certified letter, the University will send another certified letter informing them that, absent a response, they will be terminated from employment within no less than four (4) calendar weeks from the receipt of the second certified letter referenced in this paragraph.**
4. **If the individual does not respond, the University may waive the Disciplinary Hearing process in Articles 18 and/or 21 and instead move directly to termination of employment at the end of the four (4) calendar week period referenced in paragraph 3 above.**

Article 19. Working Conditions

**19.4 By the end of this contract period, the university will provide computers to all tenure-track members, non-tenure-track unit members who are on Continuing Appointments, and librarians. The University will provide access to adequate office space to all unit members.**

Article 20. Librarians

20.2.5 Length of service at the University, as used in this Article, is defined as the total number of years served in the ranks of Librarian I through V at the libraries of the University, **inclusive of all approved paid leaves**.

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**, inclusive of all approved paid leaves.**

20.8.2

(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 normally meet the requirements of the rank in question as set forth in Subsections 20.5.3,(b) through (e) and the following experience requirements:~~ **promoted in rank, a librarian must meet the requirements of the rank in question as set forth in Subsections 20.5.3(b) through (e~~f~~) and the following Years of Service in Rank requirements**

|  |  |
| --- | --- |
| **To Promote To** | **Minimum Years of Service in Rank** |
| Librarian II | **3**~~2~~ |
| Librarian III | 3 |
| Librarian IV | 3 |
| Librarian V | 4 |

**Librarians may apply for promotion during the academic year that directly precedes the September 1 date on which they accrue the required Minimum Years of Service in Rank.** In exceptional circumstances, after consultation with department head, a librarian may choose to apply for promotion earlier than listed.

**20.15 Remote Operations in Exceptional Circumstances**

1. **For the purposes of this article, an inclement weather or hazardous condition shall exist whenever the campus announces a closing or delayed opening in accordance with the “Snow and Emergency Weather Policies and Procedures” as may be amended from time to time until such time when the University announces the University is reopening. When the University closes during or before a shift, employees shall be paid for their regular shift as if they had worked unless an employee is on planned leave.**
2. **In exceptional circumstances, excluding inclement weather and/or hazardous conditions, where on-campus operations would be disrupted by unusual operating conditions, the University may remain open but temporarily shift to remote operations. Such a shift will require one week’s notice, where feasible, from the University to employees. In such instances:**
3. **all non-essential employees who are able to perform their job responsibilities remotely are expected work from their off-campus location. Work performed during the temporary remote operating period will be paid in alignment with the employee’s regular pay rate for hours worked; or,**
4. **all employees whose job duties are impossible to perform remotely, as confirmed by their department head, in consultation with Human Resources, will be paid their regular rate of pay for their scheduled work hours during the temporary remote operating period.**

Article 21. Non-Tenure Track (NTT) Faculty

21.2.1 Each three-credit course with scheduled hours of instruction for which the faculty member is the sole instructor of record shall provide at least a 25% full-time equivalent

appointment per semester, which, for benefited non-tenure-track faculty members at the rank of Lecturer or above, includes both teaching and basic departmental service. Basic departmental service for NTTs will normally consist of some combination of assigned advisees, participating in departmental open pre-registration advising sessions, representing the department at Welcome Days or similar events, participating in department meetings, or specific service activities. **Basic** ~~S~~**s**ervice responsibilities shall be assigned by the Department Chair, in consultation with the faculty member. The service that is assigned should generally be consistent with the faculty member’s modality of teaching. (See also 21.12.2 and 26.2.8.)

21.2.2 Non-tenure-track faculty at the ranks of Associate Lecturer or Clinical Associate Lecturer in the Manning College of Nursing and Health Sciences shall have a full- time-equivalent instructional load of **12 credits** ~~four courses~~ per semester (**12+12**~~4-4~~), with no service requirement. The responsibilities of Clinical Associate Lecturers shall also include engagement in appropriate clinical practice and maintenance of any licensure and/or certifications pertinent to their clinical practice.

21.2.3 Lecturer Track Faculty: Non-tenure-track faculty on the Lecturer Track (ranks: Lecturer, Senior Lecturer, Senior Lecturer II, Senior Lecturer III) shall normally have a full-time-equivalent instructional load of ~~four courses~~**12 credits** per semester ~~(4-4)~~, with the basic service requirement described above in article 21.2.1. **(NOTE: in situations when the assigned credits are not equivalent to a standard percentage of time of a member, the percentage of time shall be utilized to allocate credit assignments where relevant throughout Article 21; for example, a large enrollment 3-credit course that is paid at 50% time will be equivalent to 6-credits).**

a). The instructional load of full-time non-tenure-track faculty at the rank of Senior Lecturer II shall normally ~~may~~ be reduced ~~by three credits per year~~ to **12 credits**~~4~~-**9 credits**~~3~~ or **9 credits**~~3~~-**12 credits**~~4~~, with a concomitant increase to their service load, **depending on availability of enhanced service duties, and upon approval of the Department Chair in consultation with the Dean. In the event that the faculty and department chair cannot mutually agree on enhanced service or it is determined that there are no appropriate enhanced service opportunities within the university, then alternative arrangements will be allowed by mutual agreement and approval of the Dean. Such arrangements shall not be unreasonably denied.**

b) The instructional load of full-time non-tenure-track faculty at the rank of Senior Lecturer III shall normally ~~may~~ be reduced ~~by six credits per year (typically three credits in each semester)~~ to **9 credits**~~3~~-**9 credits**~~3~~, with a further increase to their service load**, depending on availability of enhanced service duties, and upon approval of the Department Chair in consultation with the Dean. In the event that the faculty and department chair cannot mutually agree on enhanced service or it is determined that there are no appropriate enhanced service opportunities within the university, then alternative arrangements will be allowed by mutual agreement and approval of the Dean. Such arrangements shall not be unreasonably denied.**

**c) Enhanced service for Senior Lecturer II and Senior Lecturer III faculty is defined as duties that are provided over and above the basic service required for all Lecturer Track faculty, as noted in Article 21.2.1. Enhanced service duties will normally entail an equivalent time and effort as that of teaching a three-credit course.**

**d) Enhanced service for Senior Lecturer II and Senior Lecturer III faculty will be evaluated through the Annual Faculty Review process. Should such service be determined to be inadequate, the Department Chair, with the approval of the Dean, may revoke such service for the following Fall semester and assign an additional three credits to be taught.**

e) Senior Lecturers II will notify their department chair in writing if they choose to retain a full **12 credit**~~4~~-**12 credit**~~4~~ course load rather than assuming the increased service responsibilities represented by a **12 credit**~~4~~-**9 credit**~~3~~ or **9 credit**~~3~~-**12**~~4~~ course load.

f) Senior Lecturers III will notify their department chair in writing if they choose to retain a full **12 credits**~~4-~~**12 credits**~~4~~ course load rather than taking on the increased service responsibilities represented by a 3-3 course load.

21.2.4 Clinical Lecturer Track Faculty: Non-tenure-track faculty on the Clinical Lecturer Track in the Manning College of Nursing and Health Sciences (ranks: Clinical Lecturer, Clinical Senior Lecturer, Clinical Senior Lecturer II, Clinical Senior Lecturer III) shall have a full-time-equivalent load of ~~four courses~~**12 credits** per semester ~~(4-4)~~. General responsibilities shall include teaching, engagement in appropriate clinical practice, maintenance of any licensure and/or certifications pertinent to their clinical practice, and departmental/college service.**(NOTE: in situations when the assigned credits are not equivalent to a standard percentage of time of a member, the percentage of time shall be utilized to allocate credit assignments where relevant throughout Article 21; for example, a large enrollment 3-credit course that is paid at 50% time will be equivalent to 6-credits).**

a) The instructional load of full-time non-tenure-track faculty at the rank of Clinical Senior Lecturer II shall normally ~~may~~ be reduced to **12 credits**~~4~~-**9 credits**~~3~~ or **9 credits**~~3~~-**12 credits**~~4by three credits per year~~, with a concomitant increase to their service load **depending on availability of enhanced service duties, and upon approval of the Department Chair in consultation with the Dean.** **In the event that the faculty and department chair cannot mutually agree on enhanced service or it is determined that there are no appropriate enhanced service opportunities within the university, then alternative arrangements will be allowed by mutual agreement and approval of the Dean. Such arrangements shall not be unreasonably denied.**

b) The instructional load of full-time non-tenure-track faculty at the rank of Clinical Senior Lecturer III shall normally ~~may~~ be reduced to ~~by six credits per year (typically three credits in each semester)~~**9 credits**~~3~~-**9 credits**~~3~~, with a further increase to their service load**, depending on availability of enhanced service duties, and upon approval of the Department Chair in consultation with the Dean. In the event that the faculty and department chair cannot mutually agree on enhanced service or it is determined that there are no appropriate enhanced service opportunities within the university, then alternative arrangements will be allowed by mutual agreement and approval of the Dean. Such arrangements shall not be unreasonably denied.**

**c) Enhanced service for Clinical Senior Lecturer II and Clinical Senior Lecturer III faculty is defined as duties that are provided over and above the basic service required for all Clinical Lecturer Track faculty, as noted in Article 21.2.1. Enhanced service duties will normally entail an equivalent time and effort as that of teaching a three-credit course.**

**d) Enhanced service for Clinical Senior Lecturer II and Clinical Senior Lecturer III faculty will be evaluated through the Annual Faculty Review process. Should such service be determined to be inadequate, the Department Chair, with the approval of the Dean, may revoke such service for the following Fall semester and assign an additional three credits to be taught.**

e) Clinical Senior Lecturers II will notify their department chair in writing if they choose to retain a full **12 credits**~~4-~~**12 credits**~~4~~ course load rather than assuming the increased service responsibilities represented by a **12 credits**~~4~~-**9 credits**~~3~~ or **9 credits**~~3~~-**12 credits**4 course load.

f) Clinical Senior Lecturers III will notify their department chair in writing if they choose to retain a full **12 credits**~~4-~~**12 credits**~~4~~ course load rather than taking on the increased service responsibilities represented by a 3-3 course load.

21.2.5 Scholarship of Practice Track Faculty: Full-time non-tenure-track faculty on the Scholarship of Practice Track in the Manning College of Nursing and Health Sciences (ranks: Clinical Assistant Professor, Clinical Associate Professor, Clinical Professor), shall normally have a full-time-equivalent instructional load of **21 credits per year.** ~~12 credits4-9 credits3 or 9 credits3-12 credits4.~~ General responsibilities shall include teaching, engagement in scholarship of practice, and departmental/college service.

21.2.6 Approved credit-bearing courses taught by NTT faculty during fall or spring semesters including those taught for ~~C~~continuing ~~E~~education ~~& Professional Studies (CAPS)~~ ~~and/or Navitas~~ shall be included in the calculation of ~~an appointment’s FTE~~ **a member’s average (mode) workload** for the purpose of ~~accruing service credit toward eligibility for just-cause protection, for~~**establishing the percentage of time for** a continuing appointment~~, and for promotion~~, provided no FTE calculation shall exceed 100%.

21.7 NTT Faculty Access to Resources.

21.7.1 All non-tenure-track faculty members shall have access to workspace, space for confidential student meetings, ~~computers~~, and printers adequate for the performance of their assigned responsibilities. **All non-tenure track faculty on continuing appointments will be provided with a computer.** This provision shall not be subject to Article 25, Grievance Procedure.

21.8.2 Reappointment or non-reappointment notice for NTT Faculty with the titles Lecturer/Clinical Lecturer, Senior Lecturer/Clinical Senior Lecturer, Senior Lecturer II/Clinical Senior Lecturer II, and Senior Lecturer III/Clinical Senior Lecturer III who are at less than 50% FTE shall be provided in accordance **notice by the end of the semester.** ~~with the chart in Article 21.9.1.b. Failure to meet the notice deadlines specified in that chart shall entitle the individual to a one-year, or one-semester in the case of those on one-semester appointments, terminal reappointment. This provision shall not apply to NTT faculty with the title Associate Lecturer/Clinical Associate Lecturer. Associate Lecturers/Clinical Associate Lecturers, regardless of the percentage of time of their appointments, are exempt from formal non-reappointment notice requirements, except as provided for below in 21.8.3~~.

21.9 NTT Faculty at 50% FTE or Greater: These provisions shall apply to all non-tenure-track faculty members with the titles Lecturer/Clinical Lecturer or above and with appointments at 50% or greater, who are appointed on any funding source other than gifts, grants, and contracts. This provision shall not apply to NTT faculty with the title Associate Lecturer/Clinical Associate Lecturer**, regardless of the percentage of time of their appointments (except as provided for above in 21.8.3).**

21.9.2(b) (all language not shown for section b shall remain unchanged)

In the case of a positive decision, the administration will extend an offer of continuing appointment at 50% or more time. **The percentage of time of the continuing appointment shall be the average (mode) FTE of the NTT over the prior 4 semesters.** ~~or the average FTE over the last 2 semesters, whichever is higher (NOTE: this excludes periods of authorized leave or professional development leave as described in~~ **In the event a part-time NTT with a continuing appointment is given work above the assigned FTE of their continuing appointment for 2 consecutive semesters, upon request of the NTT to their respective department chair, the FTE of the assigned continuing appointment will beadjusted and a new offer letter will be extended.** ~~changed accordingly~~**. Upon acceptance of the new offer, the increase would be effective**~~immediately upon~~  **after the completion of the second~~2nd~~ consecutive semester.**

21.11.1.iii In such case as an Associate Lecturer/Clinical Associate Lecturer has served at 50% FTE or higher for ~~four~~ **three** consecutive semesters their title shall be converted to Lecturer, and effective as of the start of the semester following that conversion they shall receive a salary increase to the applicable salary floor for Lecturers (unless their salary already exceeds that floor). The ~~four~~ **three** semesters of continuous service at 50% or greater in the title of Associate Lecturer/Clinical Associate Lecturer *that led to this conversion* shall be counted toward the faculty member’s eligibility for continuing appointment. All service in the title of Associate Lecturer/Clinical Associate Lecturer shall be counted toward the converted faculty member’s eligibility for promotion to Senior Lecturer/Clinical Senior Lecturer, with the stipulation that an Associate Lecturer/Clinical Associate Lecturer converted to Lecturer/Clinical Lecturer shall not be eligible for the title of Senior Lecturer/Clinical Senior Lecturer without at least three years of full-time-equivalent service in the rank of Lecturer/Clinical Lecturer.

21.12.3(h) The Dean shall review the portfolio and forward their recommendation to the Provost, simultaneously sending copies to the College Personnel Committee, the Department Chair, the Chair of the Department Personnel Committee, and the candidate. Prior to making a recommendation or decision that may be contrary to the recommendations forwarded from the departmental **or school/college** level, the Dean shall invite the department **or school/college** to provide additional information for the basic file or clarification of the recommendation.

26.1.1 Schedule of ATB Increases: The following table describes the implementation of across-the-board (ATB) salary increases throughout the life of this Agreement with the qualifications described below in Sections 26.1.2 through 26.1.3.

|  |  |  |  |
| --- | --- | --- | --- |
| Eligibility: Bargaining-unit member on payroll as of: | Increase takes effect first full pay period of: | Increase based on salary in effect on: | Across-the-board increase to base salary amount: |
| ~~June 30~~**December 31,** 202**4**~~3~~ | ~~July 2023~~**January 12, 2025** | ~~May 1, 2023~~**November 1, 2024** | ~~4.01.25%~~ **3.5%** |
| **June 30**~~December 31~~, 202**5**~~3~~ | ~~January 2024~~**July 13, 2025** | May 1, 202**5**~~3~~ | ~~4.0~~**2.25**% |
| **December 31, 2025** | **January 11, 2026** | **November 1, 2025** | **2.25%** |
| **June 30, 2026** | **July 12, 2026** | **May 1, 2026** | **2.25%** |
| **December 31, 2026** | **January 10, 2027** | **November 1, 2026** | **2.25%** |

1. Effective the first full pay period **of January 2025 (January 12, 2025)** ~~of July 2023,~~ otherwise eligible members of the bargaining unit shall receive a base salary increase of ~~one~~ **three and one half** ~~four~~ percent (**3.50%** ~~4.0~~%) based on the salary in effect on **November 1, 2024**~~May 1, 2023~~. To be eligible for this salary increase, an employee must have been on the payroll on**December 31**~~June 30~~, 202**4**~~3~~
2. Effective the first full pay period of **July** ~~January~~ 202**5**~~4~~ **(July 13, 2025)**, otherwise eligible members of the bargaining unit shall receive a base salary increase of **two and one quarter** ~~four~~ percent (**2.25**~~4.0~~%) based on the salary in effect on **May 1**, 202**5**~~3~~. To be eligible for this salary increase, an employee must have been on the payroll on ~~December 31~~June 30, 2025~~3~~
3. **Effective the first full pay period of January 2026 (January 11, 2026), otherwise eligible members of the bargaining unit shall receive a base salary increase of two and one quarter percent (2.25%) based on the salary in effect on November 1, 2025. To be eligible for this salary increase, an employee must have been on the payroll on December 31, 2025.**
4. **Effective the first full pay period of July 2026 (July 12, 2026), otherwise eligible members of the bargaining unit shall receive a base salary increase of two and one quarter percent (2.25%) based on the salary in effect on May 1, 2026. To be eligible for this salary increase, an employee must have been on the payroll on June 30, 2026.**
5. **Effective the first full pay period of January 2027 (January 10, 2027), otherwise eligible members of the bargaining unit shall receive a base salary increase of two and one quarter percent (2.25%) based on the salary in effect on November 1, 2026. To be eligible for this salary increase, an employee must have been on the payroll on December 31, 2026.**

26.1.2 (housekeeping):... If an eligible bargaining-unit member is denied this increase, **the bargaining unit** **member** ~~he or she~~ may have such denial reviewed by the Dean, who shall review all the circumstances of said denial...

~~26.1.4~~ **The parties acknowledge that once the Commonwealth provides the University with the necessary funding for collective bargaining agreements, the University’s payroll staff needs to undertake a process to make the required changes in the payroll system and ensure these changes are fully compliant with the union contract and state and federal law. To assure compliance, the University shall apply any retroactivity payments in the pay period next following implementation of the negotiated raises. The amount of time required to make these changes will depend on the number of unions contracts that need to be paid out, the union headcount, the duration of the retroactive period (if any) and the number of other compensation changes in addition to the general wage increase. In most instances, the increases will be implemented within two to three pay periods after the date of the receipt of funds from the Commonwealth.**~~26.1.4 A Classification/Adjustment Pool equal to $500 per FTE in the bargaining unit shall be established. (A pro rata amount shall be utilized for less than full time bargaining unit members.) The calculation of the Classification/Adjustment Pool shall be determined based on the average number of bargaining unit members for the last calendar year from May 1, 2022 – May 1, 2023 and shall be distributed in accordance with Article 26.1.5.~~

~~26.1.5 The Classification/Adjustment Pool described in Article 26.1.4 shall be distributed as follows:~~

26.2.1 Merit pay will be suspended through June 30, 202**7**~~4~~

1. ~~Increase the summer/winter per course rate by $400 per course to $5,500.~~
2. ~~Increase the anti-racism funds by $20,000 (to be added to the $25,000 in RES funds dedicated to anti-racism).~~
3. ~~Increase the salaries of all Librarians by $1,000 per year.~~
4. ~~Increase Associate Lecturer/Clinical Associate Lecturer per course minimum to $5500.~~

26.3 Promotional Increases: **Effective July 1, 2024**, **a** ~~A~~ bargaining-unit member who receives a promotion shall receive the base-salary increase shown below, effective on the same date as the promotion which shall take effect September 1st following the academic year in which the successful review takes place.

|  |  |
| --- | --- |
| For Promotion to the Rank of | Increase to Base Salary for 100% FTE By Rank |
| Senior Lecturer/Clinical Senior Lecturer    | $6,500   |
| Senior Lecturer II/Clinical Senior Lecturer II    | $**7,000**~~6,500~~ |
| Senior Lecturer III/Clinical Senior Lecturer III    | $**7,000**~~6,500~~ |
| Clinical Assistant Professor    | $7,500    |
| Clinical Associate Professor    | $8,800    |
| Clinical Professor    | $14,000    |
| Assistant Professor    | $8,000    |
| Associate Professor    | $**11,000** ~~9,400~~   |
| Professor    | $14,700    |
| Librarian II    | $**7,000** ~~6,500~~   |
| Librarian III    | $**8,500** ~~8,000~~   |
| Librarian IV    | $**10,000** ~~9,400~~ |
| Librarian V    | $**11,000** ~~10,600~~ |

26.4.1 Salary Floors: The salary floors for all bargaining-unit members shall be as follows, effective ~~July~~ **September** 1, 202**5**~~1~~ **and after the ATB that are effective prior to September 1, 2025, or upon the first full pay period following the execution of this agreement, whichever is later:**

|  |  |
| --- | --- |
| **Rank**    | **Base Salary Floor for 100% FTE by Rank**    |
| Instructor     | $**67,000** ~~61,000~~ |
| Assistant Professor     | $**80,000** ~~70,000~~  |
| Associate Professor     | $**88,000** ~~80,000~~  |
| Professor     | $**110,000** ~~100,000~~  |
| Lecturer/Clinical Lecturer     | $**60,000** ~~53,000~~  |
| Senior Lecturer/Clinical Senior Lecturer     | $**70,000** ~~61,000~~  |
| Senior Lecturer II/Clinical Senior Lecturer II     | $**73,000** ~~65,000~~  |
| Senior Lecturer III/Clinical Senior Lecturer III     | $**76,000** ~~69,000~~  |
| Clinical Assistant Professor     | $**75,000** ~~68,000~~  |
| Clinical Associate Professor     | $**86,000** ~~78,000~~  |
| Clinical Professor     | $**108,000** ~~98,000~~  |
| Librarian I     | $**62,000** ~~54,000~~ |
| Librarian II     | $**67,000** ~~60,500~~  |
| Librarian III     | $**76,000** ~~68,500~~ |
| Librarian IV     | $**86,000** ~~78,000~~  |
| Librarian V     | $**97,000** ~~88,500~~  |

26.4.2 ~~Beginning in Fall~~ Effective September 1, 202**5**~~3~~, **or upon execution of this Agreement, whichever is later,** non-tenure track faculty at the rank of Associate Lecturer or Clinical Associate Lecturer will be paid a minimum per-course rate of $**5,800 ~~5~~**~~,500.~~ **Effective September 1, 2026, the per-course rate shall increase to $6,000.**

26.6.1 (a) For the period of July 1, 202**4**~~3~~, to June 30, 202**7**~~4~~, a Research and Educational Support fund of $150,000 will be allocated to the Provost’s Office and expended for the purposes of professional development, to include:

* + - 1. **NTT and Librarian Professional Development Funds** A ~~$150,000 pool from which individual awards of up to $500 will be made to bargaining-unit members who are active in research. Out of those funds, a~~ Commencing Fiscal Year 2026, a total of $**100,000**~~37,500~~ will be reserved exclusively for support of non-tenure-track faculty and librarians. All awards from the **professional development** ~~research support~~ fund are subject to the qualifications and limitations described in Section 26.6.2 of the current collective bargaining agreement; 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. The funds referred to in this paragraph must be expended during this fiscal year.
			2. ~~In~~ **Anti-Racism Activities Funds** Commencing Fiscal Year 202**6**~~4~~, an additional $**50,000**~~45,000~~ pool of funding shall be allocated to and distributed by the Provost’s office in consultation with the FSU to support anti-racism activities for faculty and librarians. The consultation referenced here will consist of the following: Upon request by the Union, the parties will meet no later than May 31st of each calendar year, unless agreed otherwise by the parties, to review and discuss options for the expenditure in the current fiscal year of the $**50,000**~~45,000~~ allocated to racial justice initiatives for that fiscal year. These options will be designed to support the racial justice priorities of the University within the allocated $**50,000**~~45,000~~ budget. Additionally, both the union and the administration may propose initiatives and programs consistent with this guidance. Upon the conclusion of consultation among the parties as to how the $**50,000**~~45,000~~ racial justice initiative funding will be spent during the fiscal year, the provost will provide final approval and the parties will advise relevant offices in the university as needed to implement the agreement. Upon request, the administration will provide a final accounting of how funds were utilized upon conclusion of the fiscal year. Once the $**50,000**~~45,000~~ payment is allocated, no further payment will be owed under this provision.
		1. (b), **Travel Funds** Commencing in Fiscal Year 2026 an annual Travel Fund of up to $**400,000**~~325,000~~ ~~f~~ to reimburse tenured or tenure-track faculty members, librarians, and Clinical Assistant Professors, Clinical Associate Professors, and Clinical Professors in the Manning College of Nursing and Health Sciences for eligible travel expenses**, including professional membership when tied to conference attendance,** incurred in presenting their research, scholarship, or creative activity at conferences. Reimbursement shall not exceed $**1,700** ~~1,150~~ per person per year of this Agreement. The funds for this program will be allocated to and administered by the Provost’s’ Office. Thecriteria for accountability and expense eligibility in effect and provided to the Union in 2012 will continue to be applied for the life of this Agreement.

**26.6.3 The parties agree to establish a labor management committee for the purpose of researching costs related to visa reimbursements for bargaining unit members. The committee shall be composed of 3 members from the Union and 3 members from the University. The committee shall meet no later than 90 days after the execution of the agreement and shall submit any joint recommendations to their respective bargaining teams by December 15, 2025, at which time the committee shall disband. The parties shall attempt to negotiate a memorandum of agreement as an extension of this collective bargaining agreement.**

26.9.1 (f) Funding: Each year, the Administration shall budget a minimum of $**70,000** ~~60,000~~ to address salary anomalies, provided that the Administration may, but shall not be required to, budget additional funds. 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 un-remedied, salary anomalies or to address salary anomalies identified in subsequent years.

Article 27 Supplemental Compensation (Benefits)

27.3.2 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 and librarians shall receive ~~three~~ **five** paid personal leave days each January for use during that calendar year **provided that one day shall be automatically dedicated to the day after Thanksgiving** **, unless the employee opts to work remotely on that day as provided for in Section 5(B) below.** 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 and librarians with calendar-year appointments of 50% time or more, this leave shall be pro-rated based on percentage of appointment. Faculty members and librarians with appointments of less than 50% time are not eligible for personal leave.

|  |  |
| --- | --- |
| Start Date  | Personal Time Awarded  |
| Jan. - Mar.  | ~~24 hours~~ **5 Days**  |
| Apr. - June  | ~~16 hours~~ **3 Days**  |
| Jul. - Sept.  | ~~8 hours~~ **1 Day**  |
| Oct. - Dec.  | 0 ~~hours~~ **Days** |

27.3.5

(b) Eligibility: The following bargaining-unit members who become biological or adoptive parents of a child under five years of age shall be eligible for parental leave.

1. All full-time tenure and tenure-track faculty members;
2. All non-tenure-track faculty members who are not funded by grants, contracts, or gifts; who have three years of full-time service; **or who have continuing appointments**; and who have appointments that make it possible to fulfill the return obligation described below;
3. All librarians with at least four months of service

(c) Timing of Application for and Use of Parental Leave: Parental leave shall be taken

during the semester in which the child’s birth or adoption occurs or an immediately adjacent semester. **In the event the birth or adoption occurs in the period between the Fall and Spring semesters or the period between the Spring and Fall semesters, the member will decide which semester the birth or adoption will be considered to have occurred in for purposes of determining the semester in which the leave will occur.** A bargaining-unit member wishing to take parental leave must apply 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 described below, 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.

27.3.6 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 Administration of the death of a spouse, **partner**, child, stepchild, parent, stepparent, ~~brother, sister~~ **sibling**, **step sibling**, 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 .

**In the event of the death of a parent’s sibling, child’s spouse, or the spouse’s or partner’s sibling or grandparent or grandchild, a maximum of (2) two consecutive working days shall be available for use of the employee.** This leave may be used, at the option of the bargaining-unit member, within 30 calendar days from said death.

In extraordinary circumstances, at the discretion of the Administration, bereavement leave may be used more than 30 calendar days from the date of the death. Upon evidence satisfactory to the Administration, a bargaining-unit member shall be granted one day of leave without loss of pay to attend the funeral of the ~~brother, sister~~ **sibling**, grandparent, or grandchild of the bargaining-unit member’s spouse **or** **partner.**

27.5 (b) **Energy Savings/Partial Campus Closure Days**:

**Partial campus closure period shall be the day after Thanksgiving and the immediate two (2) workdays following the Christmas holiday. Partial closing is defined as time when only operations and offices determined by the University as critical for university operations are designated as open.**

**All non-essential staff are encouraged to use available vacation or personal time for each of the (3) three Energy Savings Closure days as defined above, consistent with the terms of the collective bargaining agreement excluding the day after Thanksgiving, which shall be automatically dedicated as a personal day subject to the terms in the Personal Leave provision found in Section 3.2 above. However, if the employee opts to work remotely on the day after Thanksgiving, then the fifth personal day may be used at any time through the end of the calendar year consistent with Section 3.2 above.  Employees also may take the time off without pay, if they have not accrued sufficient vacation or personal time. Employees who do not elect to take vacation time, or personal time, or time off without pay, and who cannot work remotely, may be temporarily relocated if their office or building is closed.  Area department heads and managers will be responsible for determining assignments for employees who work during this time.**

27.9.1 The Administration agrees to contribute, effective with the first pay period of July **2025**, **or** **the first pay period following the execution of this Agreement, whichever is later**. the amount of $~~16.50~~ **18.50** per FTE bargaining-unit member per week to the Health and Welfare Fund.

Article 33. Annual Evaluation of Bargaining – Unit Faculty

33.8 Student evaluations and other instruments of teaching evaluations shall be kept on file in the department or program office for a period of six years or, in the case of faculty who have not yet been promoted to the rank of Professor, for eight years. **If student evaluations are not available for the relevant time period of the review due to factors beyond the faculty’s member’s control (e.g. they were lost, not appropriately administered, or destroyed by the university), this will not negatively impact the faculty member’s review and/or promotion.**

~~33.11 Article 33.1, 33.3, 33.4, 33.5, and 33.7(a) shall not be subject to Article 25, Grievance Procedure.~~

Article 34. Periodic Multi-Year Review

* 1. Periodic Multi-Year Review of tenured faculty members,  ~~and~~ librarians on continuing appointments **and non-tenure track faculty in the rank of Senior Lecturer III** shall be conducted in accordance with the “Policy on Periodic Multi-Year Review,” attached hereto as Appendix A and Appendix A(L) **and Appendix A(SL3).**
	2. During each academic year, the campus shall allocate ~~$2,500~~ **funds** to the respective college **or library** development fund for each **person who**~~faculty member or  librarian who is scheduled to~~ undergo**es a** Periodic Multi-Year Review ~~or who is promoted to the rank of professor~~. **Funding allocations are $2,500 for each tenured faculty and $1,500 for each Senior Lecturer III or Librarian who completes the PMYR process.** The Employer/University Administration shall notify each faculty member **or librarian** who is undergoing PMYR **(**or who is promoted ~~to the rank of professor~~ **in lieu of undergoing PMYR, as noted)** that such development funds exist and that such funds may be requested as part of the faculty member’s **or librarian’s** PMYR statement or, in the case of a promoted faculty member **or librarian,** 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**, or with the Policy on Periodic Multi-Year Review of Librarians (PMYR), which is included in this Agreement as Appendix A(L), or with the Policy on Periodic Multi-Year Review (PMYR) of Non-Tenure-Track Faculty at the rank of Senior Lecturer III, which is included in this Agreement as Appendix A(SL3)**. 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~~ **Innovative** Teaching for individuals who have undergone Periodic Multi-Year Review.

During each academic year, the campus will allocate $~~93,500~~**100,000**, 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 36. Continuing Education

36.4 Salaries

Fall/Spring continuing education courses shall be compensated in the same manner as Fall/Spring state-funded sections.

Instructors of Summer/Winter continuing education courses, whether tenure-stream or non-tenure-track, shall be paid a fixed per-course rate. Effective ~~as of the date of~~ **September 1, 2025** ~~on a go-forward basis1, 2024~~, the single fixed per-course rate, regardless of rank, shall be $**5,800** ~~5500~~.  **Effective September 1, 2026, the single fixed per-course rate, regardless of rank, shall be $6,000.**

**Appendix A: (SL3): Policy on Periodic Multi-Year Review of Senior Lecturer III 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 Boston 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 monies.  Because **non-tenure track** faculty **who are at the rank of Senior Lecturer III** ~~members~~ continue to review their professional activity every year of their careers at the University, including after ~~tenure and~~ **promotion to Senior Lecturer III**, the AFR must be a principal ingredient of any process of post~~-tenure~~ **promotional** 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~~. **Senior Lecturer, Senior Lecturer II, and Senior Lecturer III.** These reviews evaluate the performance of the faculty ~~member of the three mandatory categories of teaching, research, creative or professional activity, and service in regard to~~ **in the** established ~~standards for the personnel actions~~ **categories,** 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. The multi-year review will also effectively account for ~~faculty members' professional activity to external constituencies. In adopting a PMYR policy, the university and the tenured faculty, represented by the Faculty Staff Union 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~~**. the Senior Lecturer III’s professional activity.**

**In adopting a PMYR policy, the university and the faculty at the rank of Senior Lecturer III, represented by the Faculty Staff Union/MTA/NEA, address the external concern for accountability, while upholding the integrity of continuing appointment. PMYR addresses accountability by fostering continued professional development.**

**PURPOSE**

The primary purpose of Periodic Multi-Year Review (PMYR) is to assist ~~tenured faculty~~ **faculty at the rank of Senior Lecturer III** in their continuing professional development. A ~~faculty member~~ **Senior Lecturer III** who ~~has been awarded tenure~~ has demonstrated excellent performance and represents a large investment on the part of the University. ~~Tenure is~~ The **rank was** 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.

1. PMYR must assure the protection of the faculty member's academic freedom, and right to full and free inquiry, as prescribed in the contract.

1. PMYR is neither ~~re-tenuring~~ **a promotional review** nor a major personnel action as defined in the collective bargaining agreement and would not alter or affect in any way ~~Article 10 of the contract or~~ any aspects of the contract dealing with termination or discipline.

1. PMYR should be appropriately linked to the annual faculty reviews (AFRs) and should not involve the creation of additional unnecessary bureaucracy.

1. PMYR should include both self-assessment and internal peer review, as well as assessment by the department chair and dean, and should be fully consistent with provisions of Articles 11, 12, and 13 of the contract regarding faculty roles, responsibilities, standards, and procedures.

1. Standards of evaluation in each department will be fair and consistent with departmental, college, and campus practice.

1. PMYR is intended to recognize that individual interests and abilities of faculty members (and interests and needs of departments) may change over time, and that, if a faculty member so chooses, they might be able to meet their professional responsibilities to the university in varied and changing ways.

**TIMING OF PROCESS**

1. PMYR is to be conducted every seven years for all **~~tenured~~ faculty at the rank of Senior Lecturer III** ~~faculty members~~. Persons who have indicated, in writing, their intention to retire within a three-year period will not have a PMYR.

1. ~~The first formal consideration of an associate professor for promotion to full professor  unless such promotion consideration is delayed beyond seven years past the promotion to associate professor.~~

1. The time of the PMYR may be altered, upon written agreement between the individual and the department chair, in the following circumstances.
2. 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.

1. 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.

1. When the faculty member expresses in writing ~~his or her~~ **their** 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 have PMYR in the next annual cycle or during the annual cycle which the faculty member had originally been scheduled to undergo PMYR, whichever is later.

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

**REVIEW OF MATERIALS**

The foundation of the review will include a brief statement, not to exceed 2,000 words, submitted by the faculty member that summarizes and assesses their principal activities during the period since the last **PMYR or promotion** review, and states their ~~intentions~~ **~~for~~ professional goals and approach to** achieving ~~their~~ **such** goals in the areas of teaching, ~~research and scholarship, creative and/or professional activity,  and~~ service, **and/or assigned responsibilities** in the coming years. The statement should mention, as appropriate, such matters as their contributions to: the mission of the department, college or university; the advancement of the profession; and the development of the community.

If the individual's statement calls for a major new initiative or change in the direction of their work, the statement will include any requests for additional developmental support needed for that initiative or change in direction.

~~The~~ **In addition, the** faculty member will ~~also~~ submit a current curriculum vitae, ~~and the~~**. The** department chair will ~~provide copies of~~ **supply** the ~~faculty member's annual faculty evaluations (~~AFRs~~)~~ for the prior six years and the current year~~, including~~ . **The faculty member may, at their option, provide** any ~~supplemental~~ **supporting** materials that have accompanied ~~those~~ **the** AFRs. The department chair will have available all evaluations of the faculty member's teaching performance carried out during the previous six years.

**REVIEW PROCESS**

The Departmental Review 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 consideration of the materials, the DPC and the Department Chair will each recommend that the review be classified as: Category I or Category II.

A Category I recommendation will be made when the faculty member's performance, as documented in the materials submitted, indicates that the faculty member is making professional progress and effectively contributing to the university.

A Category II recommendation will be made when the faculty member's performance, as documented in the materials submitted, indicates that the faculty member needs to make significant changes in their work in order to promote professional progress and contribute effectively to the university. When the recommendation is Category II, the DPC (or its representatives) and the Chair will meet with the individual to discuss ways in which the faculty member can alter their work and develop effectively, as well as to prepare a Development Plan (see "Development Plan" below). In this discussion, the individual will have the opportunity to initiate the formulation of their Development Plan.

Either a Category I or a Category II recommendation may include a recommendation that resources for development support be provided by the university. This recommendation for resources to be provided would be made when:

1. the individual's performance and future plans indicate that they are likely to be successful in achieving those plans if the support is provided;

1. the individual's plans involve a substantial change in the nature of their work;  and

1. the directions of the change are consistent with the needs of the university- campus-college-department as expressed in institutional plans.

If development support is recommended, the recommendation will be submitted to the dean who will consider the award of funds from the College Development Fund established by a faculty-count-pro-~~rate~~ **rata** distribution of such funds from the provost. The dean will be advised in this activity by a faculty committee. The College Development Fund will be new funds, and addition to and not a replacement or renaming of development funds that have been distributed in the past.

After the DPC and the Department Chair have made their recommendations, the case will be passed to the dean.

If the DPC and Department Chair have recommended "Category I" and the dean concurs, the review is concluded (except for the allocation of development support as specified above).

If the dean does not concur, the case will be returned to the department for consideration. In returning a case to the department, the dean will explain their reasons for non-concurrence in written detail and will also specify in detail steps that the dean believes are necessary to formulate a successful development plan (see "Development Plan" below).

If the DPC or the Department Chair recommends Category II or if the dean indicates non-concurrence with their Category I recommendation, the DPC and the Department Chair will meet with the faculty member to formulate a Development Plan.

**Development Plan**

The purpose of a Development Plan is to provide guidance to the faculty member in promoting their professional progress and making it possible for them to contribute more effectively to the university. Aspects to the Development Plan may include, but are not limited to: consultation with colleagues to assist in problem areas; the offer of the change of assignments within the department to facilitate improvement in teaching, ~~research,~~ or service; and/or assigned responsibilities; a mutually agreed upon re-allocation of efforts to enhance the faculty member's contribution to accomplishing department/college/institutional plans; ~~the design of a sabbatical leave that would be crafted to address the identified needs;~~ and referral to the Center for Innovative Teaching, if appropriate.

In cases where the Chair and the DPC have recommended Category I but a Development Plan is being developed because of the dean's non-concurrence, the dean will provide detailed and specific suggestions for the formulation of the Development Plan. The Development Plan will address specific problem areas and will provide a timetable and criteria for a follow-up review to take place in three years. If the Development Plan includes a reallocation of the faculty member’s efforts such reallocation will itself not diminish the faculty member’s entitlement to merit funds for the period during which all parties have agreed to the reallocation. The Development Plan will also indicate what resources or other support will be provided to the faculty member in their efforts to fulfill the Plan.

During the three-year period before the follow-up review, 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 in fulfilling the Development Plan. The dean will review these comments and may comment as well. In addition, the faculty member may make their own comments, including responses to the comments of DPC, chair and dean. All of these comments (those of the DPC, the chair, the dean, and the faculty member) will be considered part of the PMYR.

At the end of this three-year period, the DPC, the chair, and the dean will each evaluate in writing the extent to which the Development Plan has been achieved. If the parties concur that the goals have been achieved, a subsequent PMYR will take place in four years, restoring the seven-year cycle. If they do not concur, other possibilities for monitored development may be proposed and a new PMYR cycle arranged.

If at any stage, the faculty member refuses to accept the proposed Development Plan or refuses to cooperate in the implementation of the Plan, this PMYR process will end for that individual.

After the conclusion of a PMYR, the administration, using its existing authority, may decide whether or ~~nor~~ **not** any further action of the sort dealt with in the following section is appropriate.

**Connection to Discipline and Rewards**

PMYR is not a disciplinary procedure, and it is not a part of existing disciplinary procedures. The parties recognize, however, that PMYR by providing a long-term overview of the work of individual faculty members could bring new attention to any serious problems that might exist. PMYR does not alter the right of the administration to act by using its existing disciplinary authority if it believes that in the case of a particular faculty member problems identified by the PMYR are sufficiently serious to warrant consideration of discipline. Such actions may be initiated at any time, including during or after the PMYR.

In any disciplinary action, the administration could not use as evidence materials generated by the PMYR process, recognizing that to do so would undermine the viability of PMYR as a developmental tool. ("Materials generated by the PMYR process" includes but is not limited to statements provided by the faculty member, recommendations prepared by DPCs and Department chairpersons, any Developmental Plans, and any comments regarding the operation of a Development Plan, but does not include AFRs, comments on AFRs, and other pre-existing materials normally available for and used in the preparation of AFRs.) Also, no PMYR action could be considered as a step in any disciplinary action, and a faculty member’s rejection of or refusal to cooperate with a Development Plan could not be a basis for discipline.

If the administration, under its existing authority, were to initiate disciplinary action against a unit member, it is not prohibited from including the terms of the Development Plan, in whole or in part, in that action; but in doing so, the administration could not make reference to the Development Plan. This acknowledgement that the administration is not prohibited from including the terms of the Development Plan, however, is not intended to endorse the use of such authority and does not limit any existing right of a unit member to challenge any disciplinary action in ways consistent with the contract.

Similarly, while PMYR is not a procedure to provide rewards to faculty members, its operation may identify cases where a faculty member's long-term performance is deserving of recognition that has not been provided by the otherwise existing processes of merit pay and special awards. In such cases, the administration may use the information generated by the PMYR as the basis for granting special recognition, either by allocations from pool "B" of merit pools or by other existing special award procedures.

**ASSESSMENT**

Each dean will prepare an annual report to the Provost on the PMYR process in his or 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 Development Plan was formulated, including the results of any monitoring process.

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

**MOU – Flexible Work Schedule Agreements**

**The parties agree that a committee will be established to consider flexible work process, guidelines, and implementation procedures. The committee will be comprised of an equal number of FSU members and members of the UMB administration. The parties will review the guidelines instituted at the UMass Amherst campus to consider the relevance of a flexible work policy at UMass Boston.**

**MEMORANDUM OF AGREEMENT – Addendum to MOU 7**

 THIS AGREEMENT is entered into between University of Massachusetts Boston (“University”) and the Boston bargaining unit of the MTA/NEA Faculty Staff Union (the “FSU” or the “Union”) in order to establish UMASS Boston parking rates and the process for any modifications of those rates for employees of the bargaining unit represented by the FSU. This agreement shall be incorporated into the parties’ successor agreement for the period July 1, 2024, through June 30, 2027.

In consideration of the foregoing, the University and the FSU agree as follows:

If no alternative agreement is entered into by the university and the Professional Staff Union, Classified Staff Union, Department Chair Union, and the Faculty Staff Union through the coalition negotiations by July 1, 2026, then the parties agree to the following:

* + - 1. **Current Parking Rates:**

The parking rates provided in the 2023-2024 collective bargaining agreement, MOU 7, between the parties shall remain effective through June 30, 2026, or until such time as an agreement is reached through coalition bargaining, whichever comes first. All other provisions of MOU 7 shall remain in full force and effect, except as explicitly modified herein, until expressly modified in a writing signed by the parties.

1. **Parking Rate Adjustment Cap**:

Commencing July 1, 2026, the parking rates set forth in paragraph 1 above may be increased if University parking revenues were insufficient in the immediately preceding fiscal year to cover all parking operating expenses; funds needed for repairs, restoration and maintenance; and funds needed to meet all other campus financial obligations related to parking and transportation, including debt service on the campus parking facilities.

If this occurs, all rates in said paragraph 1 will be increased by the same percentage, and no rate set forth in paragraph 1 will be increased more than the percentage, obtained by comparing i) the aggregate salaries (including retroactive payments, if any) of employees in the bargaining unit who are on the payroll as of the first pay date in the fiscal year in which rates are to be increased with ii) the aggregate salaries (including retroactive payments, if any) of the same employees who also were on the payroll as of the first pay date in the immediately preceding fiscal year.  The University will notify the respective bargaining unit of any rate increase at least 45 days before the effective date of the change.  At the request of the respective bargaining unit, a labor management meeting will be held with that bargaining unit to discuss the increase.

1. Lower-Priced Lot:

In the event the Bayside lot is permanently closed, the parties agree Lot D will be designated as a lower-priced lot available to bargaining unit members who purchase a prepaid university parking pass. It is expressly acknowledged that MOU 7, paragraph 8, shall be effectuated should there be a subsequent closure of Lot D.

1. Commitment to Lower-Rate:

In the event the Parties enter into an agreement to establish a sliding scale for parking fees the lowest rate for bargaining unit members on that sliding scale will be less than the lowest current pass rate available to bargaining unit members.

1. **MBTA Subsidy:**

Beginning no later than July 1, 2026,UMass Boston will provide a 20% subsidy for unit members who purchase MBTA-passes through the campus (or campus’s contractor), provided, however, that the maximum monthly benefit under this paragraph for the employee will be $72.00. Unit members may not hold a University parking permit when signed up for a subsidized MBTA pass. At the University’s discretion, this benefit will be administered by a third party selected by the University.

1. **Duration:**

This Agreement shall remain in full force and effect until changed by mutual agreement between the University and Union or Coalition Unions (as referenced in paragraph 1 above) and are subject to review during successive contract bargaining.



The parties will integrate the above agreed to changes into a complete contract as soon as feasible. In witness of these agreements the duly authorized representatives of the parties affix their signatures below.

For the Union: For the University:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_

Jason Rodriquez Date Mickey Gallagher Date

Chief Spokesperson Executive Dir., Employee

 & Labor Relations

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_

Caroline L. Coscia Date

FSU President

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_

Maria Hegbloom Date

MTA Representative