**Memorandum of Agreement**

**Successor Collective Bargaining Agreement**

**University of Massachusetts Boston and the Faculty Staff Union/MTA/NEA**

This agreement is between the University of Massachusetts Boston (the “University”) and the Faculty Staff Union/MTA/NEA (the “Union”), collectively referred to herein as the “Parties”, and contains the following terms and conditions:

The Parties have reached agreement on the terms of a successor collective bargaining agreement to their contract covering the period of July 1, 2017, through June 30, 2020 (the “Prior Agreement”). This successor agreement covers the term from July 1, 2020, through June 30, 2023. The Parties will, as promptly as feasible, incorporate the agreements listed in this memorandum into a complete agreement. This memorandum lists those revisions made for the July 1, 2020 - June 30, 2023 agreement. Otherwise, the successor agreement will carry forward the terms and conditions set forth in the Prior Agreement.

The parties have agreed to the following amendments to the Prior Agreement:

**Article 5: Union Rights**

*Revise 5.6 through 5.9 as follows:*

* *Increase the stipend given in-lieu of CLRs from $3,000 to $4,000.*
* *Increase the number of grievances officers in Article 5.8 from one specifically designated bargaining unit member to one specifically-designated tenure track and one specifically-designated non-tenure track bargaining unit member.*
* *Change the instructional workload reduction in 5.8 from one per semester to one per academic year.*
* *Increase the number of faculty members eligible for course release in 5.9 (B) from 2 to 5.*
* *Rearrange 5.6 through 5.9 for consistency and clarity.*

**Article 6: Dues Checkoff**

* *Remove “agency fee” from 6.4 and 6.6.*
* *Add new 6.8:*

It is specifically agreed that the Administration assumes no obligation, financial or otherwise, arising out of the provisions of Article 6, Dues Checkoff, and the Union hereby agrees it will indemnify and hold harmless the 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 Administration.

**Article 7: Agency Fee**

*Deleted Article 7 to be consistent with JANUS. Replace with “This article is intentionally left blank.”*

**Article 15: Faculty Workload**

* *In 15.4, changes to course capacity language, including additional administrative flexibility to raise enrollment caps in multi-section courses in specified circumstances; specifically reworded as below:*

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.). Departments and faculty set course enrollment caps for all departmental courses, subject to the approval of the chair, where applicable, and dean. Should the dean deem that circumstances require increases to instructional efficiency, and thereby request that departments make adjustments to course caps, department faculty shall have primary responsibility for proposing academically and pedagogically sound plans for achieving the fiscal savings targets assigned by the dean, including options other than that proposed by the dean; such plans, however, remain subject to approval by the dean. Once course capacities are announced for a given semester schedule, individual course capacities may be increased:

a) At the discretion of the instructor of the course;

b) Upon request to the instructor by the department chair (or dean in units where there are no department chairs), at the discretion of the instructor;

c) In cases where the chair/dean seeks to raise the capacity of all sections of a multi(5+)-sectioned course, the chair/dean may increase the capacity of the course by no more than 5% of the original cap, rounded upward to the nearest whole number, with a minimum of one, in order to accommodate a surge in enrollment for the relevant semester occurring between the week before classes start and the end of the Add/Drop Period. Any such increase in course capacity will apply only to the relevant semester.

The average faculty workload practices of the various departments/programs in the recent past shall remain in effect for the duration of this Agreement.

* *In 15.7, 15.8 and 15.9, clarification of course load expectations and criteria for research-active status for tenure-system faculty (both pre-tenure and tenured), including the addition of a “Research Intensive Semester” option for pre-tenure faculty (also, subsequent existing sections were renumbered):*

15.7 In keeping with the University-wide guidelines on faculty workload (BOT Doc. T 74-111), tenure-stream faculty at UMass Boston have a normal teaching load of six three-credit courses per year, typically arranged as three courses per semester (3-3). For research-active faculty, where ‘research-active’ is defined as meeting departmental and college expectations for contributions within the area of Research, Creative, and Professional Activity, as referenced in Article 12 (“Faculty Personnel Standards and Procedures”), paragraph 1, that typical teaching assignment is modified to four courses per year, typically arranged as two courses per semester (2-2).

15.7.1 Probationary pre-tenure faculty: Pre-tenure faculty on the tenure-track are deemed research-active and will be scheduled for a 2-2 course load throughout their probationary period.

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 assignments. 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.

15.7.2 Tenured faculty. Tenured faculty will retain their 2-2 course load as long as they remain research-active in accordance with the provisions of 15.8 and 15.9 below.

15.8 The criteria by which tenured faculty qualify to maintain research-active status in a particular department or other academic unit will be determined, subject to the approval of the dean, by the Department (or unit) Personnel Committee, posted, and communicated to all faculty in the department/unit.

15.9 Tenured faculty will be evaluated by each Department/unit Personnel Committee (DPC), department chair, and dean on an annual basis as part of the regular Annual Faculty Report process, to determine if they have met the criteria for research-active status in the year being evaluated. The designations to be used for the AFR reviews shall be: Meets or Does Not Meet Expectations for research-active status. Any tenured faculty members who receive a final designation of “Does Not Meet Expectations” in research/scholarship through a given AFR process will maintain their designation as research-active and remain at a 2-2 teaching load for two (2) additional years, to allow them opportunity to improve their designation. A tenured faculty member who receives an AFR designation of “Does Not Meet Expectations” for three years in a row will revert to a 3-3 teaching load as of the spring semester immediately following the third AFR review. A tenured faculty member who has converted to a 3-3 teaching load shall stay at that load unless or until the DPC, ratified by the department chair and dean, finds them again to “Meet Expectations” as part of the regular Annual Faculty Report process for research-active status. A tenured faculty member who moves from a designation of “Does Not Meet Expectations” to “Meets Expectations” will revert to a 2-2 teaching load as of the spring semester immediately following the AFR review.

**Article 20: Librarians**

*Amended Article 20 as follows:*

1. * 1. 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 promotion, which credit shall not exceed three (3) years.
   1. Committees
      1. Librarians Personnel Committee

Each year the librarians in the bargaining unit shall elect a Librarians Personnel Committee (LPC), for the purpose of making recommendations to the Dean of Libraries (DOL) in personnel actions as set forth herein. This committee shall serve from September 1 through August 31 and the DOL shall be notified by September 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 promotion and, pursuant to 20.7.1, recommendations for reappointment. Neither these recommendations no decisions counter to them shall be grievable.

* 1. Procedures for Personnel Actions
     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. (Notice of eligibility for continuing appointment is defined in 20.7.3)

* 1. 1. Initial Contract Length

 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 completion of nine (12) continuous calendar months of service.

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

* 1. 1. Review for Continuing Appointment

(a) Definition and Notice:

(1) Librarians at any rank shall be reviewed for Continuing Appointment in the contract year during which they will have accrued five full years of service counting from their date of initial hire

(2) Notice of eligibility for the review for continuing appointment shall be sent to the librarian six months prior to the date on which the librarian will have amassed the necessary five years of service.

(3) In the event that a librarian may wish to delay their review for a continuing appointment in order to coincide with their promotion review, the librarian should notify the DOL no later than six months prior to the date on which the librarian will have amassed the necessary five years of service required for a continuing appointment

 Procedures for Review: Reviews for continuing appointment shall follow the procedures specified in Article 20.4.

* + - 1. In order to be granted a continuing appointment, a librarian must demonstrate the following:
         1. Convincing evidence of excellence as a professional librarian; and
         2. Promise of continuing professional development and achievement.
      2. The outcome of a review for continuing appointment shall become effective on the September 1st immediately following the academic year in which the review was completed and will be one of the following:
         1. Continuing appointment without an end date;
         2. A two-year extension of the librarian’s term appointment with “good cause”; or
         3. Non-reappointment.
      3. In this article, “good cause” means fair and honest performance-based reasons, regulated by good faith on the part of the employer, that are not trivial, arbitrary, or capricious, or pretextual. A two-year extension shall be accompanied by a letter from the DOL setting forth the areas of required improvement.
      4. If a librarian is given a two-year extension of his/her term appointment, a second review for continuing appointment, to determine whether the shortcoming identified by the DOL have been addressed, shall be conducted two years subsequent to the first such review. The outcome of the second review will be one of the following:
         1. Continuing appointment without an end date; or
         2. Non-reappointment

c. A librarian who is denied a continuing appointment following the review process outlined above shall be given a one-year terminal reappointment.

d. When a librarian is eligible for promotion and continuing appointment within the same academic year, the Administration will accept a single application package in support of both personnel actions.

* + 1. Librarians with continuing appointments will be subject to the provisions of Appendix A(L) Policy on PMYR for Librarians, and Appendix C(L) Sabbaticals for Librarians.
  1. Promotions
     1. Procedures for Promotion

 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.

 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. 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

 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 as set forth in the Master Academic Calendar.

* 1. Notice
     1. The Employer/University Administration shall provide each librarian with notice of the decision regarding reappointment as follows:

|  |  |
| --- | --- |
| Length of Continuous Service to the University | Minimum Notice Required Prior to Expiration of Appointment |
| For first reappointment (= continuous service of al least one but less than two years): | June 1 |
| For subsequent reappointments before five years of continuous service are achieved: | March 1 |
| For reappointments after five years of continuous service are achieved but before continuing appointment has been awarded (if applicable) | September 1 of prior year |

**Article 21: Non-Tenure-Track Faculty**

* *In 21.2 added a new rank of Senior Lecturer III and Clinical Senior Lecturer III to the progressive lecturer titles in the Lecturer and Clinical Lecturer track, and clarified reduced teaching loads as below:*

21.2.3 (a) Non-tenure-track faculty at the ranks of Lecturer/Clinical Lecturer and Senior Lecturer/Clinical Senior Lecturer shall normally have a full-time-equivalent instructional load of four courses per semester (4-4), with the service requirement described above in article 21.2.1.

(b) Non-tenure-track faculty at the rank of Senior Lecturer II/Clinical Senior Lecturer II shall normally have a full-time-equivalent instructional load of 4-3 or 3-4, with an increased service load.

(c) Non-tenure-track faculty at the rank of Senior Lecturer III/Clinical Senior Lecturer III shall normally have a full-time-equivalent instructional load of 3-3, with a further-increased service load.

(d) Senior Lecturer II’s/Clinical Senior Lecturer II’s will notify their department chair in writing if they choose to retain teaching a full 4-4 course load rather than assuming the increased service responsibilities represented by a 4-3 or 3-4 course load.

(e) Senior Lecturer III’s/Clinical Senior Lecturer III’s will notify their department chair in writing if they choose to retain teaching a full 4-4 course load rather than taking on the increase service responsibilities represented by a 3-3 course load.

* *Article 21.7.1 adds “space for confidential student meetings” as below:*

All non-tenure-track faculty members shall have access to: work space, space for confidential student meetings, computers, and printers adequate for the performance of their assigned responsibilities. This provision shall not be subject to Article 25, Grievance Procedure.

* *Article 21.10.1 was amended to add Senior Lecturer III and Clinical Senior Lecturer III.*
* *Article 21.10.2.was amended to include a new (c): “*Senior Lecturers II/Clinical Senior Lecturers II who have completed six years of full-time- equivalent service in that title are eligible for promotion to Senior Lecturer III/Clinical Senior Lecturer III.” *(and the existing c and d will become d and e).*
* *Article 21.12.1 was amended to include add (c):* “All Senior Lecturers II/Clinical Senior Lecturers II with at least six years of full-time-equivalent service as a Senior Lecturer II/Clinical Senior Lecturer II, or in a position, excluding student employment, with the duties and responsibilities substantially the same as Senior Lecturers II/Clinical Senior Lecturers II, will be eligible for promotion to Senior Lecturer III/Clinical Senior Lecturer III.” *(and the existing c, d, and e will become d, e, and f).*
* *Article 21.12.3 (promotion review) was re-ordered with 21.12.4 (timing of promotions) so that the timing section is listed first; added Senior Lecturer III/Clinical Senior Lecturer III where appropriate, and adjusted cross-references accordingly; and changes and clarifications were made in the review process regarding the addition and/or review of additional materials added to the promotion files.*
* *Article 21.14.4(c)(i) added that any NTT member subject to the 21.14 dismissal process will be given a minimum of 3 weeks following receipt of notification of the formal charges per 21.14.4.b to prepare for the dismissal hearing.”*

**Article 25: Grievance Procedure**

* *Amend 25.5.1 as follows:* 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 thirty (30) 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 of the meeting.
* *Amend the second paragraph of Article 25.*5.2 as follows: *The grievant(s) and/or the Union and the President shall meet and discuss the grievance within thirty (30) 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 of the meeting.*

**Article 26: Salaries**

* *Article 26.1: If the cost items described in this Article 26 become effective in accordance with Article 30 as well as the other eligibility provisions contained in Article 26, then: both the ATB and Merit increases will be given together on the dates specified (July 2020, July 2021, and July 2022), with an additional one-time COVID bonus, and an additional one-time 0.5% PFML increase (the latter also contingent on execution by the Union of the Appendix A MOA), as below:*

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.

|  |  |  |  |
| --- | --- | --- | --- |
| Eligible BU 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, 2020 | July 2020 | May 1, 2020 | 1.5% |
| June 30, 2021 | July 2021 | May 1, 2021 | 1.5% |
| June 30, 2022 | July 2022 | May 1, 2022 | 1.5% |

 Effective the first full pay period of July 2020, otherwise eligible members of the bargaining unit shall receive a base salary increase of one-and one-half percent (1.5%) based on the salary in effect on May 1, 2020. To be eligible for this salary increase, an employee must have been on the payroll on June 30, 2020.

(b) Effective the first full pay period of July 2021, otherwise eligible members of the bargaining unit shall receive a base salary increase of one-and one-half percent (1.5%) based on the salary in effect on May 1, 2021. To be eligible for this salary increase, an employee must have been on the payroll on June 30, 2021.

(c) Effective the first full pay period of July 2022, otherwise eligible members of the bargaining unit shall receive a base salary increase of one and one-half percent (1.5%) based on the salary in effect on May 1, 2022. To be eligible for this salary increase, an employee must have been on the payroll on June 30, 2022.

* *Add new Articles 26.1.4 and 26.1.5*
  + 1. One Time Additional Payment: In consideration for the disruption brought about by COVID-19 and as a recognition for the cooperation demonstrated by members of the bargaining unit, inclusive of Associate Lecturers/Clinical Associate Lecturers, bargaining unit members on the payroll on the date of execution of this Agreement and on the payroll during the pay period during which such additional payment is implemented shall be paid the greater of: 1) one thousand dollars ($1,000); or 2) the equivalent of one and one-half percent (1.5%) of their annual base salary (e.g. not including overtime, additional compensation, or other additions) calculated after the implementation of the raises in 26.1.1 (a) and (b) All payment amounts regardless of calculation method shall be prorated for bargaining unit employees that are less than 1.0 FTE at the time of this payment. If the cost items described below become effective in accordance with Article 30, the campus will implement the foregoing payment as described.
    2. Additional Salary Adjustment concerning Paid Family and Medical Leave Deductions: Notwithstanding the provisions contained in 26.1.1 above, in consideration for the mutual promises contained in the Memorandum of Agreement attached as Appendix A, employees who meet the eligibility requirements of 26.1.1(a) who are on the payroll on June 30, 2020, and on the date this contract is implemented shall receive an additional one-half of one percent (0.5%)—not compounded—*inclusive* of the annual salary adjustment listed in 26.1.1(a) and *inclusive* of the merit salary adjustment in 26.2, for a grand total of two and one-half percent (2.5%), effective the first full pay period of July 2020.
* *Article 26.2, Merit Pay: “*Merit pay will be suspended through June 30, 2023, and, in lieu of merit pay for the duration of this contract, an additional 0.5% will be added to the ATB increases referenced in Article 26.1 above.”
* *Amend Article 26.3: Promotional Increases were increased by $1000 for each rank, and a new promotional increase was added for the new rank of Sr Lecturer III/Clinical Senior Lecturer III, as follows:*

26.3 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 | $6,500 |
| Senior Lecturer III/Clinical Senior Lecturer III | $6500 |
| Clinical Assistant Professor | $7,500 |
| Clinical Associate Professor | $8,800 |
| Clinical Professor | $14,000 |
| Assistant Professor | $8,000 |
| Associate Professor | $9,400 |
| Professor | $14,700 |
| Librarian II | $6,500 |
| Librarian III | $8,000 |
| Librarian IV | $9,400 |
| Librarian V | $10,600 |

* *Amend Article 26.4, Salary Floors, as follows:*

26.4.1 The salary floors for all bargaining-unit members shall be as follows, effective the first pay period of July 2021:

Rank: Base Salary Floor for 100% FTE by Rank:

|  |  |
| --- | --- |
| Instructor | $61,000 |
| Assistant Professor | $70,000 |
| Associate Professor | $80,000 |
| Professor | $100,000 |
| Lecturer/Clinical Lecturer | $53,000 |
| Senior Lecturer/Clinical Senior Lecturer | $61,000 |
| Senior Lecturer II/Clinical Senior Lecturer II | $65,000 |
| Senior Lecturer III/Clinical Senior Lecturer III | $69,000 |
| Clinical Assistant Professor | $68,000 |
| Clinical Associate Professor | $78,000 |
| Clinical Professor | $98,000 |
| Librarian I | $54,000 |
| Librarian II | $60,500 |
| Librarian III | $68,500 |
| Librarian IV | $78,000 |
| Librarian V | $88,500 |

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.

26.4.2 Beginning in Spring 2022, non-tenure track faculty at the rank of Associate Lecturer or Clinical Associate Lecturer will be paid a minimum academic-year per-course rate of $5,350.

* *Add a new Article 26.6.1(b), Funds to Support Bargaining Unit Members, to change the allocation in years two and three of the contract (see note after #3), as follows:*

26.6.1(b) For the period of July 1, 2021 to June 30, 2022, and for the period of July 1, 2022 to June 30, 2023, a Research and Educational Support fund of $150,000 in each period will be allocated to the Provost’s Office and expended for the purposes of professional development, to include:

1. 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 total of $37,500 will be reserved exclusively for support of non-tenure-track faculty and librarians. All awards from the 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 Fiscal Year 2022 and in Fiscal Year 2023, an additional $25,000 pool of funding in each year 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 to review and discuss options for the expenditure in the upcoming fiscal year of the $25,000 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 $25,000 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 $25,000 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. Oncethese two $25,000 payments are allocated, one paid in FY22 and one paid in FY23, no further payments will be owed under this provision.
3. If, on June 1st in each of these two fiscal years of the contract, there remain unspent funds from any of the pools described in 26.6.1(b), the unspent funds will be transferred to the Healey Library budget.

* *Amend 26.6.1(c), the Travel Fund, to reallocate increased funding in years two and three of the contract and expand the coverage to librarians and Scholarship of Practice faculty, as follows:*

26.6.1(c) In each year of the agreement, an annual Travel Fund of up to $275,000 for the first year and up to $325,000 for the second and third years 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 incurred in presenting their research, scholarship, or creative activity at conferences. Reimbursement shall not exceed $1150 per person per year of this Agreement. The funds for this program will be allocated to and administered by the Provost’s Office. The criteria 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.

* *Amend Article 26.9.1(a) to include Scholarship of Practice faculty in Manning College of Nursing and Health Sciences in the anomaly increase process.*

**Article 36, Continuing Education**

* *Amend Article 36.4, Salaries, as follows:*

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 the signing of this agreement, on a go-forward basis, the single fixed per-course rate, regardless of rank, shall be $5,100.

**Committees**

* *MOU regarding the establishment of a committee to recommend whether and how to assign teaching credit for master’s thesis and doctoral dissertation advising by faculty or for independent studies. MOU language is as follows:*

The parties agree that the Provost will convene a committee for the purpose of researching whether and how UMass Boston departments and colleges provide teaching credit to faculty who advise students pursuing master's theses and doctoral dissertations and/or teach independent studies. By December 1, 2022, the committee will propose for the provost’s consideration the establishment of a baseline standard of whether and how teaching credit for these activities will be assigned, to apply across colleges and departments. The proposal will be submitted to the provost, the Faculty Council, Deans, and the Faculty Staff Union. The Provost will respond in writing by January 31, 2023.

The committee will be appointed by February 15, 2022. It will comprise three members appointed by the Provost, one member recommended to the provost by the FSU, one member recommended to the provost by the Faculty Council and one member jointly recommended by the respective leaders of the UMB college Senates.

* *MOU regarding NTTs participating in department governance, as follows:*

The parties agree that the Provost will convene a committee for the purpose of researching how UMass Boston departments can better integrate non-tenure track faculty into department life. The committee will focus on ways in which Lecturers on continuing appointment (all ranks) can best participate in departmental governance. For instance, key questions may include under what circumstances, to what extent, and on what types of issues should lecturers on continuing appointment have voting rights within their respective departments.

By December 1, 2022, the committee will propose a set of guidelines, suggestions, and best practices to the Provost, the Faculty Council, the Deans, College Senates, and the Faculty Staff Union. The Provost will respond in writing by January 31, 2023.

The committee will be appointed by February 15, 2022. It will comprise three members appointed by the provost and three recommended by the faculty. Of the three recommended by the faculty, one will be recommended by the Faculty Staff Union, one by the Faculty Council, and one jointly recommended by the respective leaders of the UMB college senates.

**Throughout Agreement:**

* Parties agreed to amend the Agreement to use gender-neutral language.
* Amend the name of CNHS to be the Manning College of Nursing & Health Sciences.