Boston Campus Agreement

between the
Board of Trustees of the University of Massachusetts
and the
Faculty Staff Union/MTA/NEA

July 1, 2014, through June 30, 2017
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Article 1. Agreement

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

In recognition of these obligations, the parties hereby agree as follows:
Article 2. Recognition

2.1 The Administration agrees to recognize the Union as the exclusive representative for purposes of bargaining for all matters pertaining to wages, hours, standards of productivity and performance and other terms or conditions of employment (including those related to the College of Advancing and Professional Studies) for bargaining unit faculty and librarians employed at the Boston campus of the University.

2.2 Included in the bargaining unit are employees with the following titles, whether full-time or part-time, except as qualified below:

2.2.1 Tenure Track Faculty: Professor; Associate Professor; Assistant Professor; Instructor

2.2.2 Non-Tenure Track Faculty:
- Clinical Professor and Clinical Lecturer, all ranks;
- Extension Professor, all ranks;
- Lecturer, all ranks;
- Librarian, all ranks;
- Program Director (not otherwise excluded);
- Research Professor, all ranks;
- All other Non-Tenure Track Faculty (not otherwise excluded).

2.2.3 Faculty in the following units or under the following special conditions:
- Coaches or others in the Athletics Department with faculty titles
- Faculty on Terminal Contracts;
- Non-Tenure Track Faculty who are less than half-time, at the beginning of their second consecutive year of employment;
- Visiting Faculty, all ranks, after two consecutive years of employment at the University, at the beginning of their third consecutive year of employment;
- "Soft Money" Faculty subject to the conditions and limitations of the controlling grant;
- Faculty members of the campus governance and Personnel Committees

2.3 Excluded from the bargaining unit are employees with the following titles:
- Academic Coordinator;
- Adjunct (unpaid) Faculty (as defined in Article 4.11 of Trustee Policy T76-081, the “Redbook,” and explained in Section 3,B.4 of the Trustees’ “Implementation Guidelines”), all ranks;
- Chair of an Academic Department;
- Chancellor, all ranks (Deputy Chancellor, Vice Chancellor, Associate Chancellor, Associate Vice Chancellor, Assistant Vice Chancellor, etc.);
- Chief Information Officer;
- Dean, all ranks;
- Emeritus/a faculty, all ranks, including those on post-retirement appointments;
- Post-Doctoral Research Associate, all ranks;
- Provost, all ranks (Deputy Provost, Vice Provost, Associate Vice Provost, Assistant Vice Provost, Associate Provost, Assistant Provost, etc.);
Article 2. Recognition

- Research Fellow, all ranks;
- Student;
- Teaching Associate;
- Teaching Fellow;
- Trainer;
- Visiting Faculty employed by the Federal Government; and
- All other employees.

2.4 In the circumstance when an employee holds a non-unit title such as those listed below and simultaneously holds a bargaining-unit position, that employee shall be excluded from the unit without regard to the full-time equivalency of either title's appointment:
- Chair of a Department;
- Chancellor, all ranks (Deputy Chancellor, Vice Chancellor, Associate Chancellor, Associate Vice Chancellor, Assistant Vice Chancellor, etc.);
- Chief Information Officer;
- Dean, all ranks;
- Provost, all ranks (Deputy Provost, Vice Provost, Associate Vice Provost, Assistant Vice Provost, Associate Provost, Assistant Provost, etc.).

2.5 In the event of the creation of a new personnel classification(s), the Administration shall notify the Union within thirty calendar days of the creation of the new personnel classification(s) and the Administration shall inform the Union of the Administration's determination of the inclusion or exclusion in/from the bargaining unit. If the Union disagrees with the Administration's determination, the disagreement shall be submitted by the Union to the Massachusetts Department of Labor Relations within forty-five calendar days of notification by the Administration of the new classification(s) for resolution of the matter.
Article 3.  Affirmative Action

3.1 The Administration shall not discriminate against any bargaining unit member with respect to wages, hours, standards of productivity and performance and conditions of employment for reasons of race, color, religion, creed, sex, age, marital status, national origin, sexual preference, mental or physical handicap, gender identity or expression, political beliefs or affiliation, or membership/non-membership in the Union.

3.2 The Union shall accept into membership and represent equally all eligible persons in the bargaining unit without regard to race, color, religion, creed, sex, age, marital status, national origin, sexual preference, mental or physical handicap, or gender identity or expression.

3.3 The Administration agrees that when the effects of employment practices, regardless of their intent, discriminate against any persons or group of people on the basis of race, color, religion, creed, sex, age, national origin or mental or physical handicap, specific positive and aggressive measures must be taken to redress the effects of past discrimination, to eliminate present and future discrimination and to ensure equal opportunity in the areas of appointment, reappointment, promotion, transfer, lay-off or termination, salary and the awarding of sabbatical and other leaves. Therefore, the parties acknowledge the need for positive and aggressive affirmative action.

3.4 The provisions of this Article shall not be subject to Article 25, Grievance Procedure.
Article 4. Management Rights

4.1 The Administration retains and reserves to itself all rights, powers, privileges, duties, responsibilities and authority conferred upon and vested in it by law, whether exercised or not, including but not limited to the right to operate, manage, control, organize and maintain the University and in all respects carry out the ordinary and customary functions of management and to adopt policies, rules, regulations and practices in furtherance thereof.

4.2 Except as modified by this Agreement, all rights, powers, privileges, duties, responsibilities and authority are retained by the Administration.

4.3 The judgment of an arbitrator shall not be substituted for that of the Administration with regard to any complaint or grievance based upon a challenge of a management right, subject to the provisions of this Agreement and to limitations as may be imposed by M.G.L. Chapter 150E as amended from time to time.

4.4 The Administration reserves the right to initiate personnel actions. (The faculty shall review these personnel actions prior to their implementation in accordance with other provisions of this Agreement.)
Article 5. Union Rights

5.1 The Union shall be permitted the continued right to utilize the intra- and inter-campus mail system for official Union communication.

5.2 A copy of the time, place and agenda of all Board of Trustees meetings, including committee and subcommittee meetings thereof, shall be sent to the Union concurrent with distribution to Board members. In addition, the Union shall receive copies of the minutes of all Board meetings, including committee and subcommittee meetings thereof. The Union shall be provided an opportunity to request to appear on the agenda of any regularly or specially scheduled Board meetings; such requests shall be granted at least twice each semester, provided that the requests are made at least ten (10) working days in advance of said meetings.

5.3 In accordance with applicable state statutes, the Administration shall make available to the Union, upon its written request and within a reasonable time thereafter, official statistics, information, records, budget data and financial data necessary for negotiations and/or the implementation of this Agreement. In each year of this Agreement, the Administration shall furnish the Union with the following information:

(a) on October 1 and March 1, a list of bargaining unit members who are going on unpaid leaves or full-year sabbatical leaves and the dates they are scheduled to return;
(b) on October 1 and March 1, a list of bargaining unit members going to or returning from a non-bargaining unit position, including academic base salary;
(c) on October 31 and March 31, a list of bargaining unit members whose fraction of appointment has changed in such a manner that bargaining unit status is affected;
(d) on or before March 1, a salary list for the Boston and Amherst campuses and the President's Office to be submitted once yearly;
(e) on October 31 and March 31, a list of part-time faculty which shall include the most recent date of hire, rank, salary, fraction of appointment and department/program;
(f) monthly, a list of bargaining unit members which shall include salary, state title, hire date, and tenure decision year;
(g) all officially adopted (i.e., by the Board of Trustees) long-range plans from the departments/programs/libraries/colleges, campuses, and University.

5.4 By October 1 and March 1 of each year of this Agreement, the Administration shall furnish to the Union an updated list of the names, work addresses, work telephones, position and department/program by campus of all bargaining unit members; on the same dates, the Administration shall furnish to the Union an updated list-serve of University e-mail addresses of all bargaining unit members, provided that the Union’s use of said list-serve and e-mail addresses shall be in accordance with any and all applicable University policies as may be promulgated from time to time. The Union shall receive and retain such information in accordance with the provisions of the M.G.L. Chapter 66A, Fair Information Practices Act. In addition, on October 31 and March 31 of each year of this Agreement, the names, work addresses, work telephones, position and department by campus of all bargaining unit and non-bargaining unit part-time faculty shall be similarly communicated to the Union.

5.5 The Administration agrees to provide a reduced workload for a maximum of three (3) faculty bargaining unit members and a maximum of one (1) librarian bargaining unit member from each campus for each academic semester in which collective bargaining occurs, provided the request is made in writing to the campus Provost’s Office at least two (2) weeks prior to the start of -registration in the semester in advance of the semester in which the reduction is to
Article 5. Union Rights

5.5 Any bargaining unit member who is unable to meet this notice provision, the Administration agrees to provide the reduced workload in one of the two semesters subsequent to that in which the individual would otherwise have been eligible. In the case of faculty, instructional workload shall be reduced by one (1) course per semester. In the case of librarians, release time shall be granted one and one-half (1 1/2) days per week during those weeks when bargaining occurs and one-half (1/2) day per week during those weeks when bargaining does not occur. Librarians’ release time pursuant to this Section may be accumulated and used as needed. A librarian or a state-funded faculty member on a nonteaching assignment who elects to fulfill his or her full time commitment through rescheduling, in consultation with the Department Head or Director of Libraries, rather than utilize the released time provided in Article 5.5, will receive $3000 for each semester in which bargaining occurs.

5.6 Any bargaining unit member whose presence is required as a witness at a meeting the subject of which deals with the administration of this Agreement pursuant to the grievance procedure as set forth in Article 25 or proceedings before the Massachusetts Department of Labor Relations pursuant to the provisions of M.G.L. Chapter 150E or proceedings before any governmental agency or any court of law pursuant to the application of the terms and conditions of this Agreement shall be afforded upon request leave with pay by the Administration for said purposes.

5.7 One specifically designated bargaining unit member on each campus shall be granted a workload reduction for the investigation and processing of grievances and arbitrations. In the case of a faculty member, instructional workload shall be reduced by one (1) course per semester, provided the request is made in writing to the campus Provost’s Office at least two (2) weeks prior to the start of registration in the semester in advance of the semester in which the reduction is to occur. For any bargaining unit member who is unable to meet this notice provision, the Administration agrees to provide the reduced workload in one of the two semesters subsequent to that in which the individual would otherwise have been eligible. In the case of a librarian, release time shall be granted for one (1) day per week, provided the request is made three (3) months prior to the date on which release time is to begin.

5.8 In order to enable the Union better to discharge its duties and responsibilities as the exclusive bargaining agent, the Administration agrees to provide:

(a) a reduction in the instructional workload of the President of the Union of one (1) course per semester; in the event that the President is a librarian, he/she shall receive a workload reduction of one and one-half (1 1/2) days per week; and

(b) a reduction in the instructional workload of the executive officer of each chapter of one (1) course per semester; in the event that the executive officer of the chapter is a librarian, he/she shall receive a workload reduction of one and one-half (1 1/2) days per week; and

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

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

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

5.9 Insofar as possible, bargaining unit members who are members of the Union's governing body, the Joint Coordinating Committee, shall have their workload scheduled so that they shall be available, during one day of each calendar month during the academic year, to attend the regularly scheduled monthly meeting of the Joint Coordinating Committee. In order to facilitate such scheduling, the executive officer of each chapter shall notify the Chancellor in writing by the first day of the prior semester of the names of the bargaining unit members for whom the priority scheduling is requested and the day, city and time of the regularly scheduled meeting. No interference with or disruption of any semester's classes or delivery of library services shall occur as a consequence of this Section.

5.10 The Union shall be permitted to use such facilities of the Administration for the transaction of Union business as have been used in the past for such purpose.

5.11 The Administration will provide separate office space for the Union's exclusive use at the campus of the University. The offices shall be equipped with a desk and desk chair, and said offices shall be approved by the Union. There shall be no charge to the Union for such office space, furniture, utilities (not to include telephone) or other normal building support services. The University will make training in web site creation available to a Union official designated by the Union and will authorize a link from the University's home page to that created by the Union. The Union shall assume full responsibility for the creation and maintenance of its own web site.

5.12 The Administration and the Union guarantee that there shall be no discrimination or reprisals of any kind, subtle or overt, against any bargaining unit member because of his/her membership or non-membership in the Union or participation or nonparticipation in Union activities.

5.13 The Administration will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any group or individual for the purpose of undermining the Union or changing any of the terms and conditions of this Agreement.

5.14 The President, Vice President, and Grievance Officer of each chapter and the President of the Joint Coordinating Committee may each choose to be exempt from the merit award process described in Article 26. Any individual duly elected or appointed by July 1 to one of the positions designated, and scheduled to begin serving in said position by September 1, and who meets the eligibility criteria for satisfactory performance set forth in Article 26.2.2 shall
be eligible for exemption from the merit process in that fiscal year. To be exempt from the merit award process for any fiscal year, the union officer must inform the Provost in writing of his or her desire to be exempt no later than July 1 of the fiscal year or within fourteen days of the signing of this Agreement, whichever is later. Any union officer who chooses such an exemption shall, at the time of merit increases, receive a percentage salary increase equal to the percentage of the total salary pool established for such merit increases. Once a union officer has been exempted from the merit process, the exemption shall continue in effect in subsequent years unless either (a) that officer informs the Provost by July 1 of his or her desire to be re-included in the merit process in the fiscal year beginning that date or (b) he or she ceases to be in a designated position by July 1 of a fiscal year.

5.15 When a part-time faculty member at UMB is granted a course release in accordance with Article 5.5, 5.7, or 5.8, his/her appointment will be calculated on the basis of any courses actually taught, plus the course from which he/she is released (e.g., 75% FTE for two courses plus a release, or 100% for three courses plus a release), provided that there would have been a section available for the part-time faculty member to teach if not for the release and he/she waives the right to be assigned the additional section. A part-time faculty member who chooses to serve as a union representative and not be released from a course shall be compensated $3,000 for such service.
Article 6. Dues Checkoff

6.1 The Union shall have the exclusive right to the checkoff and transmittal of Union dues on behalf of each bargaining unit member.

6.2 A bargaining unit member may consent in writing to the authorization of the deduction of Union dues from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Administration and shall bear the signature of the bargaining unit member. A bargaining unit member may withdraw his/her union dues check-off authorization by giving at least sixty (60) days’ notice in writing to his/her campus personnel office. The Administration will attempt, within fourteen days of receipt by the Human Resources Office, to notify the Union of any such withdrawal of check-off authorization. If the Administration does not notify the Union of any such withdrawal within thirty days of receipt, the matter will be subject to Article 25, Grievance Procedure.

6.3 The Administration shall deduct dues from the pay of bargaining unit members who request such a deduction in accordance with this Article and transmit such funds in accordance with University policy as of July 1, 1977, to the treasurer of the Union within thirty (30) days after the last day of the month in which the deduction is made together with a list of bargaining unit members whose dues are transmitted, provided that the Administration is satisfied by such evidence as it may require that the treasurer of the Union has given a bond, in a form approved by the Administration, for the faithful performance of his/her duties in a sum and with such surety or securities as are satisfactory to the Administration.

6.4 The Administration shall provide the Union on the same date each month a current list of all bargaining unit members who are not having Union dues or agency fee deducted from their wages.

6.5 The Union will indemnify and hold the Administration harmless from any and all claims, demands, liability, costs or damages arising from or related to this Article.

6.6 The treasurer of the Union shall submit and certify to the Administration each year the annual dues or agency service fee payable to the Union in lieu thereof.

6.7 An amount equal to one-tenth (1/10th) of the annual dues certified by the Union treasurer pursuant to Section 6.5 shall be deducted monthly from September through June from the pay of bargaining unit members who have consented to said deductions as provided above.
Article 7. Agency Fee

7.1 Beginning 30 days following the commencement of his/her employment, each bargaining unit member who elects not to join or maintain membership in the Union shall be required to pay to the Union as a condition of employment (pursuant to the Rules and Regulations of the Massachusetts Department of Labor Relations, Section 17.05), an amount equal to one-tenth (1/10) of the regular annual agency fees uniformly charged by the Union on a monthly basis from September through June inclusive.

7.2 A bargaining unit member may seek conscientious objector status pursuant to appropriate provisions of the Union's constitution. The granting or denial of such status shall not be subject to Article 25, Grievance Procedure. A bargaining unit member, upon request, may obtain, under M.G.L. Chapter 150E, Section 12, a rebate under current rules of the Massachusetts Department of Labor Relations.

7.3 A bargaining unit member may consent in writing to the authorization of the deduction of the agency fee from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Administration and shall bear the signature of the bargaining unit member. A bargaining unit member may withdraw his/her agency fee authorization by giving at least 60 days' notice in writing to his/her campus personnel office. The Administration will attempt, within fourteen days of receipt by the Human Resources Office, to notify the Union of any such withdrawal of check-off authorization. If the Administration does not notify the Union of any such withdrawal within thirty days of receipt, the matter will be subject to Article 25, Grievance Procedure.

7.4 The Administration shall deduct the agency fee from the pay of the bargaining unit members who request such deductions in accordance with this Article and transmit such funds in accordance with University policy as of July 1, 1977, to the treasurer of the Union within 30 days after the last day of the month in which the deduction is made together with a list of bargaining unit members whose agency fees are transmitted, provided that the Administration is satisfied by such evidence that it may require that the treasurer of the Union has given a bond, in a form approved by the Administration, for the faithful performance of his/her duties in a sum and with such surety or securities as are satisfactory to the Administration.

7.5 The Administration shall provide to the Union on the same date each month a current list of all bargaining unit members who are not having Union dues or agency fee deducted from their wages.

7.6 This Article shall not become operative until the Agreement has been formally executed, pursuant to a vote of a majority of all bargaining unit members in the bargaining unit present and voting.

7.7 Upon the request of the Union, the Administration shall suspend for one week without gross pay (1/52nd of annual salary) any bargaining unit member who, after proper annual notice and final demand, has refused to pay the agency fee or failed to challenge its validity by filing a timely charge at the Massachusetts Department of Labor Relations. Within 30 calendar days of receipt of such request, accompanied by proof of notice and of final demand, the President
shall notify the Union and the individual bargaining unit members whose names appear on such request that the one (1) week suspension without gross pay shall occur during the next one (1) available week when classes are not in session. The Union will intervene in and defend any administrative or court litigation concerning the propriety of such suspension for failure to pay the agency fee. In such litigation, the Administration shall have no obligation to defend the suspension. When a bargaining unit member is suspended without gross pay under the terms of this Article, the Administration shall pay an amount equal to the one (1) week's salary into a student scholarship fund.

7.8 Disputes between the parties concerning this Article shall be resolved in accordance with Article 25, Grievance Procedure. In the event such a dispute is submitted to arbitration, the arbitrator shall have no power or authority to order the Administration to pay such agency fee on behalf of any bargaining unit member. If the arbitrator decides that the bargaining unit member has failed to pay or authorize the payment of the service fee in accordance with this Article, the only remedy shall be the suspension of the bargaining unit member for one (1) week without gross pay (1/52nd of annual salary) and the payment by the Administration of an amount equal to the one (1) week's salary into a student scholarship fund.

7.9 It is specifically agreed that the Administration assumes no obligation, financial or otherwise, arising out of the provisions of this Article and 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 8. Academic Freedom

8.1 The Administration and the Union endorse the principles and spirit of academic freedom as embodied in the 1940 AAUP Statement of Principles as amended and as modified below. The following statement constitutes the provision on academic freedom for the purposes of this Agreement.

8.2 Bargaining unit members are entitled to full academic freedom in research and in the publication of the results. They are entitled to full academic freedom in discussing their subjects in the classroom, but they should be careful not to introduce persistently, into their teaching, matter unrelated to their subject.

8.3 Bargaining unit members should remember that the public may judge their profession and the University by their utterances. Hence, they should at all times make every effort to indicate whether or not they are speaking officially for the University.

8.4 Bargaining unit members are entitled to freedom of political belief and/or affiliation.

8.5 A bargaining unit member(s) or department, program, division, center or other comparable administrative unit, as appropriate, shall be entitled to freedom in the selection of textbooks and other materials involved in the performance of teaching responsibilities.

8.6 Since certain aspects of the information obtained by bargaining unit members in the course of their work can be considered privileged, no bargaining unit member shall be required to disclose such information. The Administration shall, within a reasonable time, advise the bargaining unit member of any effort to secure such information obtained by the bargaining unit member.

8.7 A bargaining unit member shall not be disciplined or deprived of any professional advantage for exercising his/her rights to academic freedom as set forth in this Article or as protected under the First Amendment of the United States Constitution.

8.8 The parties recognize that there shall be no censorship of library materials.
Article 9. Consultation

9.1 Representatives of the Administration shall meet with Union representatives at mutually agreed-upon times to discuss matters of mutual concern including, but not limited to, program planning. Such meetings shall not be for the purpose of discussing particular grievance cases or for the purpose of formally conducting negotiations on any subject. The party requesting the meeting shall submit a written agenda in advance of the meeting.

9.2 The President and/or designee shall meet with Union representatives within the first thirty (30) days of each semester for the purpose of discussing such matters. A written agenda shall be submitted by the Union to the President or designee no less than five (5) days before the scheduled date of the meeting. Additional matters for discussion may be placed on the agenda at the discretion of the President or designee.

9.3 Chancellors and/or their designees shall meet with local Union representatives once each month to discuss such matters. Written agendas shall be submitted by the Union to the Chancellors or their designees no less than five (5) days before the scheduled date of the meeting. Additional matters for discussion may be placed on the agenda at the discretion of the Chancellors or their designees.

9.4 Other consultations may occur by mutual agreement, as needed, between Union representatives and the President or designee, or the Chancellors or designees. Similarly, nothing contained herein shall prevent the aforementioned from meeting less frequently, upon mutual agreement.

9.5 The aforementioned principal administrative officials of the University shall make themselves personally available for such meetings within thirty (30) days upon receipt of a written request from the Union.

9.6 The University will provide to the Union, upon its written request and within a reasonable period of time, copies of any and all official documents related to the budget. The Administration will provide to the Union in the fall a list of all tenure system faculty searches, including department and advertised rank for each, and a report on the status of each of those searches in the late spring.
Article 10. Tenure

10.1 Tenure shall mean the right of the faculty member to continuous employment in an academic position subject to dismissal for just cause.

10.2 All faculty members who hold tenure as a result of previous Administration action shall continue in that status as defined in Section 10.1
Article 11. Faculty Roles and Responsibilities in Personnel Matters

11.1 The faculty shall have primary responsibility in the area of personnel matters. This shall mean the capacity to initiate or review faculty personnel recommendations. Academic administrative officials may make a recommendation or decision counter to the original faculty recommendation only in exceptional circumstances and with compelling reasons in written detail which shall specifically address the content of that recommendation as well as the established standards and criteria.

11.2 The faculty shall have the right to grieve based on the terms and conditions of this Agreement any modification or reversal of such recommendations.
Article 12. Faculty Personnel Standards and Procedures

12.1 High professional standards must be the basis for all personnel decisions. Personnel recommendations and decisions shall be made only after a review of all the qualifications and all the contributions of the individual in the areas of teaching; of research, creative or professional activity; and of service. All three areas must be considered but the relative weight to be given each may be determined in the light of the duties of the faculty member. Final decisions are made only after giving serious consideration to all the materials in the basic file as well as to the professional judgments of the Departmental Personnel Committee, which are and ought to be given great weight.

12.2 In order to maintain the academic excellence of the University, current academic standards and criteria for faculty personnel actions, except as modified in this Agreement, shall remain in effect for the duration of this Agreement.

12.3 All academic departments shall establish bylaws by a majority vote of all departmental faculty. Such bylaws must comply with applicable laws, University policies, and this Agreement and shall be reviewed by the University Administration and the Union in order to ensure such compliance.

12.4 The faculty at the departmental level shall establish once each year, in timely fashion, a Personnel Committee to exercise the responsibilities described in Sections 11.1, 12.1, and 12.2 and Articles 21, 26, and 33. In a department with fewer than (3) faculty members, the faculty and Dean shall agree upon the selection of a specific faculty member or members from outside the department who shall be asked to serve on the committee.

12.5 In each college or school, there shall be a personnel committee of the faculty to review departmental level recommendations. The committee shall be chosen by procedures established on each campus in a manner designed to represent the interests of the faculty of each faculty, college or school. Said committee shall forward its recommendation to the appropriate dean.

12.6 No faculty member on a Personnel Committee shall participate directly in any recommendation or decision relating to appointment, reappointment, promotion or tenure at the University of any parent, child, spouse, sibling, parent-in-law, sibling-in-law, child-in-law or stepchild. A faculty member should withdraw from participation in any personnel recommendation or decision involving potential conflict of interest. This provision shall not be subject to Article 25, Grievance Procedure.

12.7 In reviews for major personnel actions for faculty--reappointments through the tenure decision year, promotion to the ranks of associate professor and professor and the award of tenure--the procedures listed below shall be followed:

12.7.1 Notice of a personnel review for reappointment or tenure shall be sent to the faculty member no later than the end of the third calendar week of the semester in which the review is to be initiated.

12.7.2 As provided in Sections 24.4 and 24.5, a basic file shall be created for each major personnel action. This file shall be supplemented and reviewed at the departmental level and supplemented and reviewed at each successive level of recommendation or decision. The file shall contain the materials listed in Subsection 12.7.6.
12.7.3 The faculty member shall submit to the Department/Program Chairperson any and all materials for inclusion in the basic file that he/she believes will be essential to an adequate consideration of the case.

12.7.4 For appointment at or promotion to the rank of associate professor and professor and for all tenure recommendations, the Chairperson shall solicit outside letters of reference drawn from a list of scholars and/or professionals. The solicited referees shall include scholars and professionals from among those suggested by the faculty member (if he/she wishes to do so), but the list is not limited to those the faculty member suggests. Prior to this solicitation, the candidate shall be provided with a copy of the solicitation letter and the list of proposed referees and shall be given an opportunity to comment on the appropriateness of both.

12.7.5 The materials in the basic file shall be accessible to the faculty member, with the exception of letters of recommendation to which he/she has voluntarily waived access.

12.7.6 The basic file shall contain the following materials:

(a) When the basic file is forwarded from the departmental level it shall contain:

(1) a table of contents;
(2) a current curriculum vitae (including a bibliography and/or comparable list of professional accomplishments);
(3) copies and reviews of published works and/or evidence of other professional accomplishments;
(4) evaluations of teaching effectiveness, including but not limited to those of students;
(5) letters of reference solicited by the Chairperson and a description of the professional standing of the writers of letters of reference from outside the University and a statement of any relationship the writer may have had to the faculty member;
(6) evaluations of service;
(7) any and all materials submitted by the faculty member;
(8) the recommendation and the numerical vote at the departmental level;
(9) the recommendation of the Chairperson.

(b) At subsequent levels there shall be added the following:

(1) the recommendation and numerical vote of the Faculty, School or College Personnel Committee;
(2) the recommendation(s) and decision of academic administrative officials;
(3) other materials solicited, submitted or received during the review process, including, by way of example, additional materials submitted by the faculty member, additional letters of reference and/or additional information received in response to the invitations issued under Subsections 12.7.13-12.7.16. When material is added to the basic file beyond the departmental level, the Departmental Personnel Committee (or other appropriate mechanism) and the Chairperson shall have opportunity to respond as to its substance and appropriateness; unless it is protected by waiver, the faculty member shall also have this opportunity.

12.7.7 A copy of the table of contents and the recommendation from the Personnel Committee shall be sent to the faculty member when the basic file is forwarded to the Department Chair.
12.7.8 A copy of the updated table of contents and the recommendation from the Department Chair shall be sent to the faculty member when the basic file is forwarded to the School or College Personnel Committee.

12.7.9 A copy of the updated table of contents and the recommendation of the School or College Personnel Committee shall be sent to the faculty member and to the department when the basic file is forwarded to the Dean.

12.7.10 A copy of the updated table of contents and the recommendation of the Dean shall be sent to the faculty member, the Chair of the School, or College Personnel Committee and the department when the basic file is forwarded to the Provost or the Chancellor.

12.7.11 A copy of the updated table of contents and the decision of the Chancellor and/or the Provost shall be sent to the faculty member, the Dean, the Chair of the School or College Personnel Committee and the department at the time the decision is made.

12.7.12 A copy of the updated table of contents and the recommendation of the Chancellor and/or the Provost shall be sent to the faculty member, the Dean, the Chair of the School or College Personnel Committee and the department when the Chancellor or the Provost forwards a recommendation for tenure to the President.

12.7.13 A copy of the updated table of contents and the decision of the President shall be sent to the Chancellor and/or the Provost, the Dean, the Chair of the School or College Personnel Committee, the department and the faculty member when the President has made a decision in the case of a recommendation for tenure forwarded by the campus.

12.7.14 Prior to making a recommendation that may be contrary to either of the recommendations forwarded from the departmental level, the School or College Personnel Committee shall consult with the department.

12.7.15 Prior to making a recommendation that may be contrary to either of the recommendations forwarded from the departmental level, the Dean shall invite the department to provide additional information for the basic file or clarification of the recommendation.

12.7.16 Prior to making a recommendation or decision that may be contrary to either of the recommendations forwarded from the, school, or college level, the Chancellor or Provost shall invite the Dean to provide additional information for the basic file or clarification of the recommendation.

12.7.17 Prior to reversing the recommendation of the Chancellor and/or the Provost for tenure, the President shall invite the Chancellor and/or Provost to provide additional information for the basic file or clarification of the recommendation.

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

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

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

12.9.1 the faculty shall be given the opportunity to contribute to the development of such plans;

12.9.2 all officially adopted (i.e., by the Board of Trustees) long-range plans from departments/programs, colleges, campuses, and University shall be made available on request to individual faculty members, governance bodies, and the Union; and

12.9.3 when such plans are used in conjunction with a tenure recommendation or decision, the basic relevance of the plan is to demonstrate that the personnel action is not inconsistent with the long-range interests of the University.
Article 13. Faculty Roles and Responsibilities in Academic Matters

13.1 By virtue of its professional preparation and its central concern with learning, teaching and scholarship, the faculty will exercise primary responsibility in academic matters (e.g., curriculum, subject matter, methods of instruction).

13.2 The enumeration of certain rights and privileges of faculty members in this Agreement shall not be construed to deny or diminish the existing rights, privileges and responsibilities of faculty members to participate directly in the formation and recommendation of educational policy (i.e., academic matters).

13.3 The Administration shall maintain and utilize appropriate mechanisms consistent with current practices for eliciting advice from the faculty on academic matters and may charge appropriate faculty groups and individuals with academic responsibilities consistent with the terms and provisions of this Agreement and M.G.L. Chapter 150E.
Article 14. Appointment and Reappointment Form: Terms and Conditions of Employment

14.1 The terms and conditions of every appointment to a bargaining unit position shall be stated in the Approved Offer and Acceptance Form. The terms and conditions of every reappointment shall be stated in the approved reappointment form. The appropriate form shall be signed by the Department Chairperson and by the appropriate Dean of Libraries and by other appropriate academic administrative officials as required. The signed form shall constitute the commitment of the Administration for the specific bargaining unit appointment or reappointment. The form shall be countersigned by the candidate or bargaining unit member, as the case may be, and such countersignature shall signify said person’s understanding and acceptance of the terms and conditions of the appointment or reappointment. Faculty members appointed beginning with the spring semester will be given the option of an initial appointment on a calendar year basis, with a conversion to an academic year appointment basis with no loss of pay the following September.

14.2 The form shall include:

   (a) a description of the explicit terms of the appointment or reappointment and whether or not the appointment is with tenure or is a tenure track appointment or reappointment;
   (b) the effective date of the appointment or reappointment and whether it is a calendar or an academic year appointment or reappointment;
   (c) whether the appointment or reappointment is full-time or part-time and, if part-time, the proportion the appointment bears to a full-time appointment;
   (d) credit toward tenure, if any;
   (e) the expiration date of the current probationary contract term and the tenure decision year if the appointment or reappointment is without tenure and is on a tenure track;
   (f) the rank of the appointment or reappointment;
   (g) the beginning salary;
   (h) a job description indicating the teaching, research or scholarly activity, and service responsibilities for faculty or appropriate counterpart for librarians as set forth in this Agreement;
   (i) whether or not the appointment or reappointment is to a bargaining unit position and therefore governed by the terms and conditions of this Agreement; and
   (j) whether or not the appointment is a joint appointment and if a joint appointment, the following:

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

14.3 Effective September 1, 2007, calendar year appointments shall not be used for faculty members who do not have summer responsibilities, unless the nature of the funding for an appointment makes this necessary or the faculty member requests otherwise in writing. In the case of such a request from a faculty member, the faculty member shall be provided with a description of the differences between the two types of appointments, as described in the
attached Memorandum of Understanding, and shall be required to sign the form contained in
MOU 4, “Description of Academic vs. Calendar Year Appointments,” if he/she chooses a
calendar year appointment. The salary floor for any calendar year appointments the duties
and responsibilities of which are confined to the academic year shall be the same as the salary
floor for academic year appointments. No faculty member shall be transferred from a nine-
month to a twelve-month appointment except by mutual agreement between the faculty
member and the administration. Any faculty member who is transferred from a twelve-month
to a nine-month appointment shall be provided with written notice at least one year in
advance of the change, and the salary and duties and responsibilities shall be adjusted in
accordance with the stipulations at the time of the twelve-month appointment.

14.4 When a faculty member is appointed at the time of hire to a twelve-month (calendar year)
appointment or is transferred from a nine-month (academic year) to a twelve-month
appointment, the faculty member shall be informed of both the nine-month salary and the
amount paid for the twelve-month differential, of the end date, if known, of the twelve-month
appointment (which may be extended by mutual agreement), and of the duties and
responsibilities that are attached to the twelve-month differential.
Article 15. Faculty Workload

15.1 The goals of the University require that the average workload for faculty members consist of three basic elements: (a) the basic instructional workload, (b) research, creative or professional activity and (c) service both on and off the campus.

15.2 Subject to the provisions of this Agreement and to budgetary constraints, the Administration shall, as a high academic priority, maintain the goal of achieving a student-faculty ratio appropriate to a high quality of education and fulfilling the mission of the University.

15.3 Instructional workload assignments to faculty members shall reflect (a) the academic needs of the department or program, (b) the faculty member's qualifications and expertise and (c) the faculty member's professional interests.

15.4 The number of classroom contact hours, class size and total number of students taught by each faculty member are expected to vary widely among and within schools and departments, depending on the nature of the subject or activity being taught and upon the amount of teaching assistance provided (in the form of teaching assistants, graders, etc.). The average faculty workload practices of the various departments/programs in the recent past shall remain in effect for the duration of this Agreement.

15.5 The Administration recognizes the central fact, common to all institutions of higher education, that, generally, one (1) hour of scheduled instruction by a faculty member requires several hours of instruction-related work that takes place outside the classroom. This includes preparation and ongoing revision of teaching material, remaining professionally up to date, as well as being available to students both through scheduled office hours and other traditional methods of student-faculty contact. These activities are expected of all faculty members and are taken into account in the assignment of instructional workloads.

15.6 The regularly scheduled instructional workload as described in Sections 15.1 through 15.5 may include such nonscheduled instruction as the supervision of internships, fieldwork, dissertations and theses, external degree contracts and competencies, honors projects, independent study programs, instruction in special programs and direction and/or coordination of laboratories and/or multi-sectional courses. In accordance with past practice and procedures, certain faculty members may be involved in precollege programs, continuing and adult education, summer session and extension activities as a part of their basic instructional workload.

15.7 A faculty member shall be assigned courses to teach in his/her area(s) of expertise as much as possible. An individual faculty member's rank, status and seniority shall not be the controlling factors in said assignment of courses.

15.8 The Administration recognizes the contribution that can be made by the faculty regarding the development of faculty teaching schedules. Accordingly, within assigned space allocations, faculty teaching schedules shall be developed at the department/program level in accordance with procedures established within said department or program. These procedures shall insure that each affected faculty member shall have prior and reasonable consultation regarding his/her schedule. Schedules must be in accordance with and in response to student needs and the needs of the University's academic program. These schedules shall then be submitted to the appropriate Dean or designee for approval. If the Dean or designee wishes
to revise the schedule developed by the department/program: (a) an opportunity will be provided for discussion; and (b) reasons shall be provided and they shall not be arbitrary or capricious.

15.9 In determining instructional workloads, the faculty member’s research commitment, service contributions and prior instructional workload shall be taken into account to determine whether these warrant adjustment of instructional workload.

15.10 Faculty members on active appointment are expected to participate in: (a) student orientation, (b) registration and (c) commencement.

15.11 During the first week of classes, each faculty member shall, in each course taught, provide a copy of his or her syllabus to his or her Department Head and all students in the course.
Article 16. Performance of Bargaining Unit Work

16.1 Academic administrative officials who wish to teach and/or perform any other form(s) of bargaining unit work may do so in coordination and with the approval of the department involved, but in no case if it jeopardizes the employment of current bargaining unit members.

16.2 The University grants to graduate students Teaching Assistantships I and Teaching Assistantships II for the purpose of recruiting and providing financial support and training for the individual graduate students; enhancing the overall graduate programs and profile of the University; and providing both academic support for faculty, and academic and professional development for graduate students. These considerations shall constitute the primary rationale for the distribution of such support among the academic departments and for the assignment of instructional responsibility to individual graduate students by Graduate Program Directors and Department Chairs. Such assignment shall not be effected in a manner that reduces the customary teaching load of bargaining-unit members once they have received continuing appointments.
Article 17. Failure to Perform Minimum Assigned Duties

17.1 Subject to the provisions of this Agreement, in cases where an individual faculty member/librarian fails, in the opinion of the Administration, to perform minimum assigned duties (for example, for faculty engaged in instructional duties, failure such as but not limited to not meeting classes, not keeping office hours, or not advising students; for librarians, failure such as but not limited to not meeting pertinent schedules of work), the following procedures shall apply.

17.2 When an appropriate academic administrative official is concerned about a faculty member's/librarian's alleged failure to perform specific minimum assigned duties, the appropriate academic administrator shall informally discuss the matter with the affected faculty member/librarian.

17.3 In the event that the matter has not been resolved pursuant to Section 17.2 and, in the judgment of the Administration, the faculty member/librarian has not shown improved performance relative to the alleged failure to perform specific minimum assigned duties, the following actions may be taken:

17.3.1 The faculty member/librarian will be notified in writing by the appropriate academic administrative official of the specific minimum assigned duties that the faculty member/librarian has allegedly failed to perform. Said notice shall include the factual basis for the allegations.

17.3.2 If, in the opinion of the Administration, the faculty member/librarian continues to neglect his/her specific minimum assigned duties after a reasonable period of time, the appropriate academic administrative official shall notify the faculty member/librarian and the Union in writing that he/she is being penalized financially in an amount not to exceed one (1) percent of the individual's base annual salary.

17.3.3 If, in the opinion of the Administration, the faculty member/librarian continues to neglect his/her specific minimum assigned duties after the imposition of the penalties imposed under Subsection 17.3.2 and after a reasonable period of time, the appropriate academic administrative official shall notify the faculty member/librarian and the Union in writing that his/her appointment will be reduced by an amount commensurate with the proportion of specific minimum assigned duties not being performed.

17.3.4 Appropriate actions taken under Subsections 17.3.2 and 17.3.3 may be retroactive to the date of the first written notice to the faculty member/librarian.

17.4 Any action taken under this Article shall be taken only for just cause. This Article shall be utilized only in rare instances and for demonstrated and continued failure to perform minimum assigned duties.
Article 18. Suspension and Termination for Disciplinary Reasons

18.1 The appointment of a faculty member/librarian may be suspended or terminated if there is found to be just cause for such action(s). Suspensions for failure to pay the agency fee required by Article 7, Agency Fee, are not covered by this Article; such suspensions are covered in Article 7, Agency Fee.

18.2 Activities of a faculty member/librarian protected by the principles of academic freedom incorporated into Article 8 of this Agreement shall not constitute just cause for suspension or termination.

18.3 Until the final decision on suspension or termination of a faculty member/librarian has been reached, the faculty member/librarian shall continue at full pay. If in the judgment of the Administration the continued service of the bargaining unit member would do serious harm to the University, the bargaining unit member may be relieved of duties.

18.4 A faculty member/librarian on an academic year appointment who is finally determined to have been terminated shall receive compensation equivalent to the proportion of the academic year served at the time that the determination becomes final.

18.5 Suspension or termination for just cause shall be made consistent with due process standards. Termination for just cause shall be governed by the following procedure:

DISMISSAL HEARING PROCEDURES

18.5.1 Dismissal of Faculty Members and Librarians: These procedures shall apply to all instances where dismissal of a faculty member or librarian is being considered except those governed by the Trustee Policy on Responsible Conduct of Research and Scholarly Activities (T08-010)\(^1\), as implemented under the "Procedures for Responding to Alleged Research Misconduct"\(^2\); and those governed by), or the "Sexual Harassment Grievance Procedures" in the University of Massachusetts at Boston Affirmative Action Plan.\(^3\) Dismissal, defined as termination of the employment of a faculty member with tenure or a librarian on continuing appointment, or of any unit member before the end of a specified term of appointment, may be effected by the University for just cause.

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

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

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1\(https://www.umassp.edu/sites/umassp.edu/files/content/policies/board/academic/Policy_on_Responsible_Conduct_of_Research_and_Scholarly_Activities_7-24-12.pdf\)
2\(https://www.umb.edu/editor_uploads/images/research/rcrprocedures.pdf\)
3\(https://www.umb.edu/life_on_campus/policies/community/sexual_harassment\)
invoking dismissal procedures.

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

18.5.2 Dismissal Procedures

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

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

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

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

The individual may submit his or her response to the charges, which shall become part of the record. The charges in support of the recommendation for dismissal may be added to or enlarged upon if investigation or review brings forth additional charges.
In cases of consideration of dismissal for performance as opposed to misconduct, Sections D, E, and F below shall apply. In all other cases, the process shall move immediately to Section G. The Provost, in his or her written notice under Section C above, shall indicate whether the case is unrelated to performance and is to be moved directly to a hearing under Section G. If the individual concerned disagrees with the Provost’s determination as to the nature of the case, the matter shall be referred to the individual’s Department Personnel Committee for resolution. The Personnel Committee shall be limited to a determination as to the nature of the case and the resultant procedure to be followed.

(d) **Preliminary Review by the Department Personnel Committee**
If the Provost decides to proceed, he or she will refer the charges to the Department/Librarians Personnel Committee (DPC/LPC) for a preliminary review. The DPC/LPC will review the charges, and all available information, and make its written report to the Provost. The report of the DPC/LCP may contain a specific recommendation and shall remain part of the documentation brought forward with the charges should the Provost decide to proceed.

(e) **Preliminary Review by the College Personnel Committee**
If the Provost decides to proceed after receiving the report of the DPC, the Provost will refer the charges to the College Personnel Committee (CPC) for a preliminary review. The CPC will review the charges, and all available information, and make its written report to the Provost. The report of the CPC may contain a specific recommendation and shall remain part of the documentation brought forward with the charges should the Provost decide to proceed. The preliminary review called for in this subsection shall be conducted by the CPC members in residence from the previous year, excluding any members of that CPC who are also members of the department/center/program of the charged individual or who are members of the CPC in the current year.

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

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

(g) **Convening of the Hearing**
Within fourteen days after the Provost’s decision to proceed, a Hearing Panel shall be appointed, as follows.
Article 18. Suspension and Termination for Disciplinary Reasons

(1) The Provost and the FSU shall conduct a random drawing of the names of all CPC members, placing the names on a roster in order of drawing. This shall be the order in which members will be selected for service on the Hearing Panel. The Hearing Panel shall consist of five tenured faculty members or librarians selected in order from among all CPC members, and two alternate members. However, selection shall be subject to the limitation that no more than three members of the Hearing Panel will be from the College of Liberal Arts (CLA), and no more than two members of said Panel will be from any other college. The expiration of a member's term on the CPC shall not affect continued service on a Hearing Panel.

(2) No sooner than one week after the circulation of the ordered roster:

   a. The first twelve CPC members on the ordered roster shall meet in the presence of the parties to select the Hearing Panel.

(3) In proceeding through the roster to select members of the Hearing Panel, if a point is reached where three Panel members are faculty from CLA, then no additional faculty on the roster from CLA will be included on the Panel; and if a point is reached where two members of the Panel are faculty from one of the other colleges, then no additional faculty member on the roster from that college will be included on the Panel. If the Hearing Panel does have either three members from CLA or two members from one other college or both, then both of the alternates cannot be from the college that is at its limit. If an alternate is needed to replace a member of the Panel, that alternate must be chosen so as not to exceed the per college limits on the Hearing Panel.

(4) Any potential Hearing Panel member may request in writing that he or she be excused for appropriate reason. Requests to be excused shall be the first order of business during the meeting referenced above. The remaining members shall, if necessary, question a member requesting an excuse and then decide whether to grant the excuse. The remaining members shall select one member who will question each potential Hearing Panel member as to the extent of his or her personal or professional relationships with either party, and whether there is any reason he or she would be unable to hear the case fairly and impartially and render a fair and impartial recommendation. Additional questions may be submitted by the parties to the member conducting the questioning. Any members not excused shall have the opportunity to suggest further questions to be asked. The member conducting the questioning may disallow any questions on grounds of lack of relevance. Another member will be selected to question the member conducting the questioning according to the same process.

(5) Each party shall have an unlimited number of challenges for cause. If a party challenges a member of the Hearing Panel roster for cause, the party shall state the grounds for the challenge. The standard to be followed in ruling on for cause challenges is whether in light of the challenged person's knowledge of the case, personal or professional relationships with a party, and statements made during the selection and challenge process, the committee member is able to fairly and impartially hear the case and render a fair and impartial recommendation. The challenge for cause shall be ruled on by the remaining members. Each party shall have one peremptory challenge. Peremptory challenges shall follow challenges for cause.

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

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

(8) A detailed, confidential record of the Hearing Panel selection process shall be kept, and shall include names of all participants and their relations to the case.

(h) The Hearing Process

(1) The Chair of the Hearing Panel, who shall be selected by majority vote of the Hearing Panel, shall be in charge of all subsequent stages in the hearing process, and may vary the following procedures as justice and due efficiency may require. The University will bear any costs of the hearing procedure, except that the individual concerned will be responsible for any fees he or she incurs for counsel, expert witnesses, and other defense expenses.

(2) Within seven days of the selection of a Hearing Panel, written notice of the specific charges will be given to the individual. If the individual concerned waives his or her right to appear, or refuses to participate in the hearing in person or in writing, the Hearing Panel will evaluate all available evidence, and will rest its recommendation upon the evidence in the record.

(3) The hearing will be closed unless the individual concerned requests in writing that it be open.

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

(5) A tape recording of the hearing or hearings shall be made and shall be provided to the individual promptly upon request. If a transcript is mutually desired the cost shall be shared equally; otherwise, either party requesting a transcript shall bear the cost.

(6) The burden of proof that just cause exists rests with the Provost.

(7) The individual concerned will be afforded an opportunity to obtain all relevant witnesses and documentary or other evidence, and the administration of the University will attempt to secure the cooperation of such witnesses and make available all relevant documents and other evidence within its control.

(8) The Chair of the Hearing Panel may grant adjournment to enable either party to investigate evidence as to which a valid claim of surprise is made.

(9) The Provost and the charged individual shall have the right to confront and cross-examine all witnesses. No anonymous material will be introduced into evidence; in this regard, student evaluations of teaching shall not be considered anonymous material.

(10) The Hearing Panel will not be bound by strict rules of legal evidence. The Hearing Panel will make all determinations about relevance of testimony and witnesses, and will rule on all interpretations of rules, regulations, and policies and any requests that are made during the hearing.

(11) The Hearing Panel will conduct a fair and impartial hearing which ensures the rights of all parties involved; will receive and consider relevant evidence which reasonable people customarily rely upon in the conduct of serious business; will ask relevant questions of the Provost, the individual charged, and any witnesses if needed to elicit information which may assist in making a recommendation; and will ensure that the Provost and the individual have full opportunity to present their claims orally or in writing, to present and cross-examine witnesses, and to present evidence which may establish their claims.

(12) The findings of fact and the recommendation will be based solely on the hearing record.

(13) Unless the individual concerned requests otherwise, except for such simple announcements as may be required covering the time of hearing and similar matters, public statements and publicity about the case by the Hearing Panel, the individual concerned and his or her representatives, and the administration will be avoided until the proceedings have been completed and a recommendation reached. The appropriate Chancellor, the individual concerned, and the FSU will be notified of the recommendation in writing and will be given a copy of the record of the hearing.

(14) Conduct of the Hearing

- The Chair of the Hearing Panel shall be in full charge of the hearing.
- Hearing sessions may be scheduled, at the discretion of the Chair of the Hearing Panel, on any weekday during the academic year during the hours from 8:00 a.m. to 6:00 p.m. or, by unanimous consent of the parties, at other times or during other periods.
- The Chair of the Hearing Panel shall read the specification of charges against the individual.
- The Chair of the Hearing Panel shall request the individual to submit a brief response to the charges,
indicating whether the specifications are admitted or denied.

- Brief opening statements will be permitted.
- The Provost shall present testimony to support the charges. The individual concerned and his or her advisor or Union representative shall have the right to cross-examine witnesses and present evidence in response to the charges. The Provost shall have the right to cross-examine the individual’s witnesses.
- After the case of the individual, the Provost may present rebuttal evidence. Rebuttal evidence shall be limited to new matters brought forth in the individual’s case. Surrebuttal evidence (limited to evidence rebutting the charging party’s rebuttal evidence) shall be allowed.
- The Provost may present closing arguments.
- The individual concerned or his or her advisor or Union representative may present closing arguments.
- The Hearing Panel shall adjourn the hearing and shall thereafter prepare its findings and conclusions in the form of a written report. The oral deliberations of the Hearing Panel shall be confidential.

(i) **The Hearing Panel’s Report; Chancellor’s Decision**

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

The Chancellor shall not be limited in his or her decision to the recommendation of the Hearing Panel, but shall provide a statement of compelling reasons in written detail if he or she decides to impose a sanction more severe than that recommended by the Hearing Panel. Such decision shall be rendered within seven days of receipt of the Hearing Panel’s report, and the Chancellor shall promptly notify the individual concerned, the Provost, the Hearing Panel, and the FSU of his or her decision in the case, together with reasons therefor if he or she does impose a penalty. The decision of the Chancellor shall be final, subject only to review by the President or designee as hereinafter provided, judicial review or grievance procedures available under existing collective bargaining agreements. The FSU shall have the sole right, within thirty days of receipt of the notification of the Chancellor’s decision, to initiate final
and binding arbitration of said decision under the provisions of Article 25.5.3.

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

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

(l) **Trustee Policy**
This Agreement supersedes and replaces Trustee Policy #T64-061, which is hereby rescinded as it applies to bargaining unit members.

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

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

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

18.6.1 Procedures:

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

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

When the file reaches the Vice Chancellor for Research, a final attempt at a mutually agreeable informal settlement may be made by the Vice Chancellor for Research. If this fails, or if the Vice Chancellor does not believe that an informal settlement is possible, he or she shall, within one month of receiving the case and with the concurrence of the Research Council at the Amherst campus (and through an analogous procedure at the Boston campus to be determined by the Union and the Administration), appoint a Hearing Panel of five tenured faculty members not from the same school who have been extramural grantees of some kind during the past seven years to settle the disagreement. The Vice Chancellor will appoint the Chair
of the Hearing Panel. The Hearing Panel will meet within one month of their appointments. After hearing from all parties in an appropriate hearing procedure, to be concluded within one month of the initial meeting and to be determined by agreement between the Hearing Panel and the Vice Chancellor for Research after consultation with all parties, the Hearing Panel will issue its written recommendation, based on a majority decision, to the Vice Chancellor for Research and all parties within one month after the hearing ends. The recommendation, with explanation of reasons, will be either that no change in the management of the funded activity be made, or that the Vice Chancellor work with the funding agency and any campus agencies involved to negotiate a change in funding responsibilities. The decision of the Vice Chancellor for Research will be made within two weeks of receipt of the Hearing Panel’s recommendation and will be binding on all parties, as will the results of any negotiations concluded by the Vice Chancellor for Research after a recommendation for change.

18.6.2 Timelines:

Every effort should be made to observe the timelines above, which may nonetheless be extended by mutual agreement.
Article 19. Working Conditions

19.1 The Administration agrees to provide working conditions that meet health and safety standards provided for in applicable state and federal statutes. When a condition is found not to meet such standards, the Administration agrees to remedy such conditions as soon as possible and within budgetary constraints; provided further, however, that no bargaining unit member shall be compelled to work under conditions which confront him/her with an imminent safety and/or health danger.

19.2 Subject to the availability of funds, the Administration agrees to continue to provide overall support services at least at a level commensurate with those currently in effect for bargaining unit members.

19.3 The Administration agrees to provide to the Union on an annual basis an accounting of the sources and distribution of indirect funds derived from the procurement of grants and other external funding awards.
Article 20. Librarians

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

20.2 Definitions

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

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

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

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

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

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

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

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

20.3 Committees

20.3.1 Librarians Personnel Committee
Each year the librarians in the bargaining unit on each campus shall elect a Librarians Personnel Committee (LPC), for the purpose of making recommendations to the Dean of Libraries (DOL) in personnel actions as set forth herein. This committee shall serve from July 1 through June 30 and the DOL shall be notified by July 1 of the members elected to serve. The LPC shall meet as necessary to fulfill its responsibilities set forth in this Agreement.

In addition, the LPC may make recommendations for sabbatical leaves and, pursuant to Subsection 20.5.2 recommendations for initial appointments and for the number of years of credit for prior experience that should be granted toward rank upon a librarian’s initial appointment and toward eligibility for a continuing appointment. Neither these recommendations nor decisions counter to them shall be grievable.
20.3.2 Other Committees
The Employer/University Administration retains the right to seek the advice and counsel of an individual or group of librarians on matters of mutual interest, consistent with this Agreement and the requirements of M.G.L Chapter 150E.

20.4 Procedures for Personnel Actions

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

During the academic year in which a librarian is eligible according to 20.8.2 for a promotion review, the librarian should notify the DOL of his or her intent to self-nominate or apply for promotion following the Master Academic Calendar.

20.4.2 In reviews for promotions, and continuing appointments the procedures listed below shall be followed.

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

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

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

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

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

(e) At subsequent administrative levels, there shall be added, as applicable at each level:

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

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

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

(h) A copy of the updated table of contents and the decision of the provost shall be sent to the librarian, the DOL and the LPC when the decision is made.
20.4.3 The DOL or other administrative official shall make a recommendation or decision counter to the original recommendation of the LPC only in exceptional circumstances and with compelling reasons in written detail, which shall specifically address the content of that recommendation as well as the established standards and criteria.

(a) When the DOL is considering making a recommendation or decision counter to the original recommendation of the LPC in those personnel actions specified in Article 24.4.2(b), the DOL shall invite the LPC to provide additional information for the basic file or clarification of the recommendation in question.

(b) When the Provost is considering making a decision counter to either the recommendation of the LPC or the recommendation of the DOL in those personnel actions specified in Article 24.4.2(b), the provost shall invite the DOL to provide additional information for the basic file or clarification of the recommendation in question.

20.5 Appointments

20.5.1 Posting of Vacancies

The recruitment procedures and filling of vacancies shall conform to applicable affirmative action guidelines and be posted according to university recruitment procedures.

20.5.2 Procedure

The LPC shall have the opportunity to review the application files of every applicant for any vacant bargaining unit position in the libraries. Alternatively, the LPC can choose to recommend a member of the LPC to be a member of the Screening or Search Committee who shall work as a liaison or representative of the LPC. After consulting the LPC, the DOL and the departmental head shall select the candidates to be interviewed for the position. The LPC shall have the opportunity to interview all final candidates and to recommend to the DOL and the departmental head the order of preference in which the final candidates should be offered the position. When appropriate the LPC may recommend the number of years of credit for prior experience that should be granted toward rank and promotion.

20.5.3 Initial Appointment Criteria

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

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

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

(d) For appointment as Librarian IV, a candidate must have a master’s degree in library science -- or equivalent degree -- from a program accredited by the American Library Association, or its appropriate equivalent in librarianship from another country, or, in exceptional circumstances, have appropriate equivalent experience; normally have eight (8) years of experience as a professional librarian in this or another academic, research or specialized library, of which three (3) years of experience must be in an appropriate field of library specialization; and have qualifications appropriate to the specific job description.

(e) For appointment as a Librarian V, a candidate must have a master’s degree in library science -- or equivalent degree -- from a program accredited by the American Library Association, or its appropriate equivalent in librarianship from another country, or in exceptional circumstances, have appropriate equivalent experience; normally have twelve (12) years of experience as a professional librarian in this or another academic, research or specialized library, of which three (3) years of experience must be in an appropriate field of library specialization; demonstrated excellence in librarianship and individual specialization; and have qualifications appropriate to the specific job description.

20.5.4 Initial Contract Length

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

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

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

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

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

20.6 Evaluation

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

20.6.2 The librarian shall receive a copy of the completed evaluation form.
20.6.3 Personnel actions shall be based on the evaluation of the librarian’s performance of assigned duties and responsibilities on the evaluation form and other relevant materials gathered in accordance with past practice in the campus library.

20.6.4 Except for the failure to evaluate a bargaining unit librarian according to his/her assigned duties and responsibilities, the provisions of Subsection 20.6.3 shall not be subject to Article 25, Grievance Procedure.

20.7 Reappointments

20.7.1 In accordance with Subsection 20.3.1, 20.4.1, 20.4.2, 20.4.3, the LPC shall make recommendations on reappointments and continuing appointments in conformity with Section 20.12, Timelines. The LPC shall forward its recommendations in writing to the DOL. After considering the LPC recommendation and relevant materials, the DOL shall forward his/her recommendation and the recommendation of the LPC to the Provost. Copies of the recommendations shall be sent to the librarian and the LPC at the same time they are sent to the next level of review. A copy of the Provost’s decision shall be sent to the librarian and the LPC.

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

20.7.3 Review for Continuing Appointment

(a) Notice of Review: 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 as defined in Article 20.5.4.

(b) 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:
   a. Convincing evidence of excellence as a professional librarian; and
   b. Promise of continuing professional development and achievement.

(2) The outcome of a review for continuing appointment shall be effective on the librarian’s anniversary date and will be one of the following:
   a. Continuing appointment without an end date;
   b. A two-year extension of the librarian’s term appointment with “good cause”; or
   c. Non-reappointment.

(3) In this article, “good cause” means fair and honest reasons, regulated by good faith on the part of the employer, that are not trivial, arbitrary, or capricious, unrelated to business needs or goals, 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:

a. Continuing appointment without an end date; or
b. Non-reappointment

(c) A librarian who is not granted a continuing appointment following the review process outlined above shall be given a one-year terminal reappointment.

20.7.4 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 to be effective upon the implementation of this agreement.

20.8 Promotions

20.8.1 Procedures for Promotion

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

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

(c) The procedure set forth in Subsections 20.8.1A and B shall be in accordance with the timelines as set forth in Section 20.12 as set forth in the Master Academic Calendar.

20.8.2 Criteria for Promotion

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

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

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<tr>
<th>To Promote To</th>
<th>Minimum Years of Service in Rank</th>
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<tr>
<td>Librarian II</td>
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<td>Librarian III</td>
<td>3</td>
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<td>Librarian IV</td>
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<td>Librarian V</td>
<td>4</td>
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(c) Promotions will be primarily based on meritorious performance of duties and responsibilities; and secondarily on meritorious professional growth and development and service activities as a professional librarian, as well as upon potential for future growth and development and service contributions as a professional librarian.

(d) Review for promotion will include, but not be limited to, evaluation of the candidate in the following categories:

(1) Education and specialization
Article 20. Librarians

(2) Independence, responsibility, judgment
(3) Organizational skills, planning, supervision, management
(4) Communication
(5) Creativity, initiative, vision, entrepreneurship
(6) Influence, impact
(7) Professional activities
(8) Service

The characteristics allow for flexibility and choice for each individual in the development of his/her career. It is understood that no one person is likely to be at the same level in all categories, nor be active in all possible areas within a category. It is the composite picture of the individual that ultimately determines rank.

(e) Standards and Criteria for Promotion to Specific Ranks - In addition to meeting the standards and criteria in B-D above, a librarian shall be considered for promotion based upon the following standards and criteria:

(1) Librarian I to Librarian II
   a. As evidenced in annual evaluations, satisfactory fulfillment of duties and responsibilities in the candidate's official position description.
   b. Potential for future growth and development and service contributions as a professional librarian. Has identified appropriate professional organizations and started building connections.

(2) Librarian II to Librarian III
   a. As evidenced in annual evaluations, fulfillment at an advanced level of duties and responsibilities in the candidate's official position description and satisfactory performance of duties and responsibilities which include some administrative and/or technical responsibilities and/or subject specialization.
   b. Satisfactory progress in professional growth and development and service contributions as a professional librarian. Participates in professional organizations and activities and is active on committees and service groups.

(3) Librarian III to Librarian IV
   a. As evidenced in annual evaluations, fulfillment at a specialist's level of duties and responsibilities in the candidate's official position description and excellent performance of duties and responsibilities which include major administrative and/or technical responsibility and/or subject specialization, and/or other significant library-related contributions to the academic programs of the University.
   b. Substantial accomplishments in professional growth and development and service contributions as a professional librarian. Contributes and leads in professional activities and with service groups within Library, University and/or community.
   c. Documentation showing that the candidate’s knowledge of and contributions to librarianship are becoming recognized by scholars and/or professionals in his or her field on and off campus.

(4) Librarian IV to Librarian V
a. As evidenced in annual evaluations, fulfillment at an expert level of duties and responsibilities in the candidate's official position description and excellent performance of duties and responsibilities which include major administrative and/or technical responsibility and/or subject specialization, and/or other significant library-related contributions to the academic programs of the University.

b. Outstanding contributions in professional growth and development and service as a professional librarian. Provides leadership and service to Libraries, University and community.

c. Documentation showing that the candidate’s knowledge of and contributions to librarianship are readily recognized by scholars and/or professionals in his or her field on and off campus.

20.9  Notice

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

<table>
<thead>
<tr>
<th>Length of Continuous Service to the University</th>
<th>Minimum Notice Required Prior to Expiration of Appointment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 1 year</td>
<td>3 months</td>
</tr>
<tr>
<td>More than 1 but less than 5 years</td>
<td>6 months</td>
</tr>
<tr>
<td>5 or more years prior to being eligible for continued appointments</td>
<td>12 months</td>
</tr>
</tbody>
</table>

20.9.2 Notice of Resignation

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

<table>
<thead>
<tr>
<th>Length of Service to the University</th>
<th>Minimum Notice Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 1 year</td>
<td>30 days</td>
</tr>
<tr>
<td>More than 1 but less than 6 years</td>
<td>60 days</td>
</tr>
<tr>
<td>6 years or more</td>
<td>90 days</td>
</tr>
</tbody>
</table>

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

20.10 43-Week Workyear

20.10.1 Librarians who desire to be employed on less than a twelve (12) month basis may make written application to the DOL for conversion to a 43-week workyear no later than six (6) months prior to the effective starting date of the requested 43-week workyear. Such requests shall not be deemed a personnel action subject to Sections 20.3 and 20.4. Approval or disapproval of the request shall be given in writing by the DOL no later than three (3) months prior to the requested effective date. In making the decision, the DOL shall give consideration to the need of the library to perform its service obligations to the University community, the librarian’s professional specialization, the number of 43-week workyears previously awarded to the librarian and years of satisfactory service. Where such requests are denied, specific reasons will be provided in writing to the librarian. Such denials shall not be subject to Article 25, Grievance Procedure.
20.10.2 Librarians awarded a 43-week workyear shall receive a salary of eighty-five (85) percent of the then current 52-week contract salary. Such salary shall be paid over a 52-week period, and fringe benefits as applicable shall be appropriately pro-rated.

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

20.11 Workload

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

20.11.2 Each librarian who wishes release time of more than three months to pursue advanced study, research or teaching, or to attend professional meetings, shall make written application to the DOL at least 90 days prior to the requested date for release. The request shall specify the reasons for the request, the activities to be undertaken, the benefit to the library and the amount of release time necessary to complete the project. The DOL shall provide his/her written decision to the librarian within 15 business days of receipt of the request.

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

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

20.14 Effective Date
In no case shall the terms of this Article abrogate notice and other actions properly given under University procedures in effect prior to the effective date of this Article, nor shall the Employer/University Administration be held to the requirements set forth herein where the effective date of this Article makes compliance with such requirements impossible or impracticable to fulfill.
Article 21. Non-Tenure Track (NTT) Faculty

This article, except as otherwise described within it, shall apply to all bargaining-unit members identified as non-tenure track faculty in Article 2.2.2 of this Agreement.

21.1 Compensation for Non-Tenure-Track Faculty: The salary minima in Article 26.4 shall apply to all full-time and, on a pro-rata basis, all part-time NTT faculty. These minima shall be effective at the time of the next competitive grant renewal for grant-funded faculty. At the time of any reappointment, an individual’s rate of pay may be the same as or higher than the rate at the end of the last appointment period but may not be lower.

Course Cancelations and Course Reassignments: The University may cancel classes assigned to NTT faculty at the start of an academic semester, on the following terms:

- In the event of cancelation of a course assigned to an NTT faculty member on continuing appointment as part of his/her standard continuing-appointment load, the University is obligated to assign alternate work to replace the canceled course. The affected NTT faculty member will continue to be paid at the level of his/her continuing appointment. If alternate work is not available, the NTT faculty member will be expected to teach an additional course in a subsequent semester to make up for the reduced load.
- In the event of cancelation of a course assigned to a Lecturer, Senior Lecturer, or Senior Lecturer II who is not on continuing appointment, the University will make every effort to assign alternate work, inclusive of course reassignment from an Associate Lecturer; if alternate work cannot be found, the Lecturer's percentage of appointment will be decreased accordingly for that semester.
- In the event of cancelation of a course assigned to an Associate Lecturer, the University will have no obligation to seek or assign alternate work, and course cancelation will result in a reduction of workload for that semester.
- In the event that the Administration cancels or reassigns a course assigned to a non-continuing NTT faculty member after the first scheduled meeting of that class, the University shall pay a course cancelation fee equal to 8.0% of the scheduled compensation for that course; however, if the NTT faculty member whose course was canceled or reassigned is reassigned to teach another course before the end of the add-drop period, no such cancelation fee shall be paid.

21.2 Workload: Each non-tenure-track faculty member’s workload shall be such that he or she can reasonably be expected to discharge the assigned responsibilities within the percentage of time specified in the individual’s contract. 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. Courses taught by NTT faculty during fall or spring semesters for the College of Advancing & Professional Studies shall be included in the calculation of an appointment’s FTE for the purpose of accruing service credit toward eligibility for just-cause protection, for a continuing appointment, and for promotion, provided no FTE calculation shall exceed 100%.
21.3 Additional Work for Part-Time NTT Faculty: Additional bargaining unit work shall be offered, honoring departmental seniority among current part-time bargaining unit faculty whenever practicable, to current part-time bargaining unit faculty in that department who are determined by the Department Chair to be qualified to perform the additional work in question, prior to hiring non-tenure track faculty outside the bargaining unit to do the work, except as noted below. In such instances, the Department Chair shall provide advance written notice of available work, including a description of the work and the required qualifications. Interested part-time bargaining unit faculty shall submit written notice of interest to the Chair. If the work is assigned to a new appointee, rather than a current bargaining unit member, the Department Chair shall provide a written explanation to the union, upon request, of the basis on which current bargaining unit members were deemed unqualified. This provision shall not be subject to grievance except for process violations; the Department Chair’s judgment of qualification shall not be subject to Article 25, Grievance Procedure. This provision shall not apply to NTT faculty with the title Associate Lecturer.

When a new NTT faculty appointee is hired on a full-time basis for the purposes of expanding or enhancing the scope of offerings in academic areas, the Department Chair may incorporate into the new appointee’s workload some courses that current part-time unit members of the department/program might be qualified to teach, provided that such courses shall not comprise more than 50% of the total workload of the new appointee. In such cases, the Department Chair shall provide a written explanation to the union, upon request, of the basis for such an appointment.

21.4 Benefits for Part-Time Faculty: Faculty who are employed on a part-time basis, including those holding the title Associate Lecturer, shall be entitled to appropriate fringe benefits in accordance with state rules, regulations or statutes.

21.5 Evaluation of Non-Tenure Track Faculty: The annual evaluation of all non-tenure-track faculty shall be conducted under the terms of Article 33.

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

21.7 NTT Faculty Access to Resources.

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

21.7.2 A non-tenure track faculty member whose appointment has ended but whose Department Chair indicates, in writing, that the faculty member is likely to be given a new appointment that will take effect within one year of the termination of the last appointment shall be accorded, for a period of one year, all library and e-mail privileges to which they would have been entitled had their appointments not terminated.

21.8 Reappointments and Notice Periods for NTT Faculty at less than 50% FTE

21.8.1 All non-tenure track faculty members with the titles Lecturer, Senior Lecturer, and Senior Lecturer II and with appointments at less than 50% FTE, who are appointed on any funding source other than gifts, grants, and contracts and who have at least six academic years of continuous service (or who consistently have taught one semester per year for
nine continuous years) and who are not replacements for tenure system faculty members, shall be given priority for reappointment over non-bargaining unit members and shall be provided with written reasons, upon request, if they are not reappointed and an individual not previously employed by the University is appointed to their vacated position. This provision shall not apply to NTT faculty with the title Associate Lecturer, except as specified in 21.8.3.

21.8.2 Reappointment or non-reappointment notice for NTT Faculty with the titles Lecturer, Senior Lecturer, and Senior Lecturer II who are at less than 50% FTE shall be provided in accordance 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, except as specified in 21.8.3. 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.

21.8.3 NTT Faculty Who Hold Just Cause Rights From the Predecessor Agreement

NTT faculty at any percentage of time who previously held just cause rights under the predecessor Agreement but did not qualify for a continuing appointment as of 7/1/2014, shall not be exempted from Section 21.8.1 and 21.8.2 above (except that they shall not be required to have accrued six years of service.), shall be subject to the notice provisions in 21.8.2, and may not be subject to termination during the course of their contracts for arbitrary or capricious reasons; they do not have guarantee of reappointment (see MOU 7 for more information).

21.9 NTT Faculty at 50% FTE or Greater: These provisions shall apply to all non-tenure track faculty members 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 except as provided for below in 21.9.3.

21.9.1 Appointments, Reappointments, and Notice Periods.

(a) For their initial appointments or for their initial appointments after a break in service of more than one semester, faculty members at 50% or more FTE (exclusive of Associate Lecturers) may be appointed for a period of one semester or of one, two, or four years, at the discretion of the Chair with approval of the Dean.

(b) Subsequent reappointments shall be as follows, at the discretion of the Dean:
### Non-Tenure Track (NTT) Faculty

#### FSU Contract 2014-2017

<table>
<thead>
<tr>
<th>NTT Appointments at 50% - 100% FTE (exclusive of Associate Lecturers)</th>
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<tbody>
<tr>
<td><strong>FOR INITIAL AND RECURRING APPOINTMENTS OF 1 SEMESTER‡:</strong></td>
</tr>
<tr>
<td><strong>Initial Appointment</strong></td>
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<tr>
<td>------------------------</td>
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<tr>
<td>1 semester</td>
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<table>
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<tr>
<th><strong>FOR INITIAL APPOINTMENTS OF 1 YEAR OR MORE‡:</strong></th>
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<tbody>
<tr>
<td><strong>Initial Appointment</strong></td>
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<tr>
<td>------------------------</td>
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<tr>
<td>1 year</td>
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<tr>
<td></td>
</tr>
<tr>
<td>2 years</td>
</tr>
<tr>
<td>4 years</td>
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* Note notice deadline variations specified in paragraphs c, d, e, and f below.
‡ Appointments are made by numbers of academic semesters/years, but the calculation of service credit toward eligibility for continuing appointments is made in FTE years. A 50% FTE appointment accrues service credit at only half the rate of a 100% FTE appointment. Any appointment that results in the accrual of 3 or more FTE years must be a continuing appointment.
Non-Tenure Track (NTT) Faculty

(c) NTT faculty in their first or second year of service at 50% or greater FTE who have a one-semester appointment (exclusive of Associate Lecturers) should receive notice of reappointment or non-reappointment no later than the end of that semester.

(d) Individuals in their first year of service at 50% or greater FTE who have one-year appointments shall receive notice of reappointment or non-reappointment no later than March 1 of that academic year if the appointment expires at the end of the academic year; or, if the initial appointment terminates during an academic year, notice at least three months before its termination.

(e) Individuals in their second year of service at 50% or greater FTE who have one-year appointments shall receive notice of reappointment or non-reappointment no later than December 15 of that academic year if the appointment expires at the end of the academic year; or, if the appointment terminates during an academic year, notice at least six months before its termination.

(f) Individuals in their third year of service at 50% or greater FTE who have received contracts on the 1-1-2 pattern identified in the chart above shall receive notice of reappointment or non-reappointment no later than August 15 of that academic year if the appointment expires at the end of the academic year; or, if the appointment terminates during an academic year, notice at least 12 months before its termination.

(g) Failure to meet the notice deadlines specified in paragraphs c, d, e, or f above shall entitle the individual to a one-year, or one-semester in the case of those on one-semester appointments, terminal reappointment.

(h) Reappointments before continuing appointment is achieved shall be at the discretion of the Dean with the recommendation of the Chair, who shall consider such factors as performance, need for the individual’s services, and availability of funding. Non-reappointment during this same time period shall not be grievable. Any reappointment made after the faculty member reaches the 3.0 FTE years of service mark shall be a continuing appointment as specified in Section 21.9.2 below except where 21.9.g applies.

(i) The Administration will amend appointment and reappointment forms for NTT faculty members to solicit their declaration of any appointments they may have in more than one academic unit and to advise them of their responsibility to notify the Chair of other faculty appointments. A faculty member who fails to report such additional appointments shall be precluded from including said additional appointments toward eligibility for a continuing appointment or just cause protections.

21.9.2 Continuing Appointments. See also MOU 7. Notice of non-reappointment before continuing appointment is achieved shall be at the Dean’s discretion and shall not be grievable. Upon completion of three years of continuous full-time-equivalent service at 50% time or more, with no more than two (2) semesters at less than half time and no break in service (as defined in Art. 21.11) greater than one semester, NTT faculty shall be reappointed to continuing appointments without a termination date except under the following circumstances:

(a) Just cause exists for termination or non-reappointment.

(b) The Dean determines that the work performed by the individual will not be performed in the college/school by a non-tenure track faculty member.
The Administration gives a faculty member written notice of non-reappointment in accordance with the chart in 21.9.1. Full-time non-tenure track faculty members on one-semester appointments shall be deemed to have met the three-year service threshold after six semesters of appointments during which there are no breaks in service of more than one semester at a time.

The terms of Article 21.9.2 shall not apply to spousal appointments that are effective on or after September 1, 2009, to whom this provision shall apply after six rather than three years of continuous full-time equivalent service.

21.9.3 Termination for just cause.

Just Cause: Just cause for dismissal will be related to the fitness of the faculty member in his or her professional capacity, and may include, but not be limited to, demonstrated substantial and manifest neglect of duty or failure to perform one’s duty, severely inadequate performance, or egregious misconduct that substantially impairs the individual’s fulfillment of his or her institutional responsibilities. In all cases of substandard performance, the University will make attempts at remediation prior to invoking dismissal procedures. Dismissal procedures will not be used to restrain faculty members in the exercise of their academic freedom, or in the exercise of any other rights they possess as members of society. If the effective date of the dismissal for cause of an individual in his or her first, second, or third year of service is prior to the expiration date of his or her appointment, and in all cases of dismissal for cause involving those on continuing appointments or those with just cause rights as enumerated in 21.8.3, the individual shall be entitled to due process prior to dismissal. During the consideration of dismissal for cause, the individual shall continue to receive his or her full salary. If in the judgment of the Administration the continued service of the individual would do serious harm to the University, the individual may be relieved of duties. In all cases of dismissal for cause, the procedures outlined in Article 21.12 shall be followed.

21.9.4 Layoff of NTT Faculty with Continuing Appointments

(a) Reduction or Elimination of Work. Any individual who has a continuing appointment may be laid off if the Dean determines that the work performed by the individual is being eliminated, reduced, or reassigned to a tenure-stream faculty member. In such cases, the individual shall be entitled to notice at least one year prior to the effective date of the layoff. Written reasons for the layoff shall be provided to the individual and to the Union. Such a layoff shall not be deemed retrenchment under Article 22, and none of the terms of that article shall apply. The work being done by the individual identified for layoff may continue, provided the remaining work is less than 50 percent FTE, and be performed at a reduced level by remaining non-tenure-track faculty members if those remaining faculty members are qualified to perform that work and have greater seniority or if their additional duties are outside the qualifications of the terminated non-tenure-track faculty member.

(b) Order of Layoff. If the Administration decides to reduce the number of half-time or greater non-tenure track faculty members appointed on sources of funds other than gifts, grants, or contracts within a department or program, seniority shall determine the order of termination among individuals whose duties and responsibilities and expertise are, in the judgment of the Administration, substantially the same. Seniority
shall be defined as the number of full-time equivalent years of service as an Associate Lecturer, Lecturer, Lecturer I, Lecturer II, Senior Lecturer, Senior Lecturer II, Assistant Professor, Associate Professor, Professor, Visiting Assistant Professor, Visiting Associate Professor, Visiting Professor, Clinical Instructor, Clinical Assistant Professor, Clinical Associate Professor, Clinical Professor, Research Assistant Professor, Research Associate Professor, Research Professor, or in positions, excluding student employment, with duties and responsibilities substantially the same as those commonly performed by the holders of these titles.

Continuity of service shall not be deemed broken by periods of authorized leave, and seniority shall continue to accrue during such periods of authorized leave. Continuity of service shall not be deemed broken by an individual’s period of layoff, but additional seniority shall not accrue during such periods of layoff. Service that is followed by a break in service of more than five years shall not be included in the calculation of seniority, and service that is followed by a break in service of two or more semesters shall not be included in the calculation of eligibility for continuing appointment.

(c) **Replacement of Senior Lecturers.** Replacement of a Senior Lecturer by a tenure track faculty member shall require a written rationale from the Department Chair, provided to the individual at the time of notice, and the approval of the Dean and Provost, and shall not be instituted for arbitrary or capricious reasons. Replacement of a Senior Lecturer II by a tenure track faculty member shall occur only in exceptional circumstances, with a written rationale from the Department Chair, provided to the individual at the time of notice, and approval of the Dean and Provost, and shall not be instituted for arbitrary or capricious reasons.

(d) **Recall After Layoff.** Any individual who has a continuing appointment and has been laid off for any reason except for cause shall, upon request, have his/her name placed on a recall list for a period of three years from the date of layoff. Qualified individuals whose names are on the recall list shall be given an opportunity, in inverse order of layoff within the department or program, to be reinstated to available positions in their department or program for which, in the view of the Department Chair, they are qualified. Any individual who refuses such an employment opportunity shall be removed from the list. Any offer of employment pursuant to this section must be accepted within fourteen (14) days after the date of receipt of the offer. All individuals on the recall list shall be regularly sent bargaining unit position vacancy announcements. For this purpose, it shall be the responsibility of non-tenure track faculty members to use the University’s online self-service administration to record their current addresses.

(e) **Retrenchment.** At any time during an individual’s service, the individual may be subject to retrenchment in accordance with the provisions of Article 22 of the Agreement. In such cases, the notice provisions and all other terms of that article shall apply, anything above to the contrary notwithstanding.

21.10 **Provisions Specific to Lecturer Titles.**

21.10.1 **Progressive Lecturer Titles.** The progressive ranks of non-tenure track faculty shall be: Lecturer, Senior Lecturer, and Senior Lecturer II.

21.10.2 Progression in ranks.
Non-Tenure Track (NTT) Faculty

(a) Lecturers who have completed six years of full time equivalent service are eligible for promotion to Senior Lecturer.

(b) Senior Lecturers who have completed six years of full time equivalent service in that title are eligible for promotion to Senior Lecturer II.

(c) Associate Lecturer: Additionally, the Boston campus may use the title Associate Lecturer, which shall not be a rank among the progressive ranks of other Lecturer titles.

1. Associate Lecturers will normally be appointed at less than 50% FTE on an as-needed basis to temporarily replace faculty who are on leave or who have temporary or indefinite release from some teaching duties; to fulfill instructional needs where the scope and duration of those needs are uncertain or are known to be of limited duration; or to fulfill highly specialized and occasional instructional needs. Associate Lecturers may be appointed from outside the bargaining unit only after the provisions of 21.3 concerning "Additional Work for Part-Time NTT Faculty" have been fulfilled.

2. Associate Lecturers may be appointed at greater than 50% time to meet departmental instructional needs, whether upon original hire or upon reappointment, as long as the provisions of 21.3 concerning "Additional Work for Part-Time NTT Faculty" have been fulfilled. Temporary increases in FTE of this type will not result in a change in title or rate of pay.

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

Given that the benchmark for these conversions from Associate Lecturer to Lecturer, as originally bargained and announced to the campus by Memorandum of Agreement, was 6 semesters of service at 50% time or greater, the conversions will be implemented in accordance with the following schedule:

- Any Associate Lecturer who has served at 50% FTE or higher for six (6) consecutive semesters as of the end of the Spring 2017 semester shall convert to Lecturer effective 9/1/2017;
- Any Associate Lecturer who has served at 50% or higher for four (4) or more consecutive semesters as of the end of the Fall 2017 semester shall convert to Lecturer effective 1/28/2018.
21.10.3 **Boston Title Conversions.** The conversion of titles for Boston faculty with Lecturer titles is intended to achieve common titles for both campuses and shall not be used for any other purpose (such as reducing any individual faculty member’s typical workload).

(a) Effective July 1, 2014, any faculty member on the Boston campus with the title Lecturer and paid on a per-course basis under the predecessor contract shall have the title Associate Lecturer;
(b) Effective July 1, 2014, any faculty member on the Boston campus with the title Lecturer I shall have the title Lecturer;
(c) Effective July 1, 2014, any faculty member on the Boston campus with the title Lecturer II shall have the title Senior Lecturer. NTT’s auto-converted from Lecturer II to Senior Lecturer shall be grandfathered with regard to eligibility criteria for promotion to Senior Lecturer II: i.e., they shall become eligible for that promotion after completing ten calendar years of service, per the previous Boston contract, rather than after 6 FTE years of service (per this contract).
(d) Effective July 1, 2014, any faculty member on the Boston campus with the title Senior Lecturer shall have the title Senior Lecturer II.
(e) Any NTT faculty who, under the terms of the predecessor agreement, came due for advancement to a new title as of the start of the Spring 2015 semester shall auto-convert on the basis of the title merited as of January 27, 2015.

21.10.4 **Eligibility for promotion.** All Lecturers with at least six years of full-time-equivalent service as a Lecturer, Lecturer II, Clinical Assistant Professor, Clinical Associate Professor, Clinical Professor, Instructors, or in a position on the Amherst or Boston campuses, excluding student employment, with duties and responsibilities substantially the same as Lecturer, will be eligible for consideration for promotion to the rank of Senior Lecturer. See also MOU 7. All Senior Lecturers with at least six years of full-time-equivalent service as a Senior Lecturer or in a position on the Amherst or Boston campuses, excluding student employment, with duties and responsibilities substantially the same as Senior Lecturers, will be eligible for consideration for promotion to the rank of Senior Lecturer II. As specified in 21.10.2(c), an Associate Lecturer shall not be eligible for the title of Senior Lecturer without at least three years of full-time equivalent service in the rank of Lecturer.

21.10.5 **Promotion Standards and Criteria:** In addition to having accrued the necessary service credit, a candidate for promotion to Senior Lecturer or Senior Lecturer II must demonstrate evidence of:

(a) Meritorious performance in the area(s) of the candidate’s responsibility
(b) Promise of continuing professional development and achievement

21.10.6 **Review Process:** Candidates for promotion to the rank of Senior Lecturer or Senior Lecturer II shall follow this review process:

(a) Candidates who believe they are eligible to apply for promotion consult with the Department Chair to confirm eligibility.
(b) The candidate assembles a portfolio of accomplishments in his/her area(s) of responsibility, including a personal statement, a current curriculum vitae, and all other materials that he or she believes will be essential to an adequate consideration of the case and submits the portfolio to his/her Department Chair.
(c) If the candidate wishes to include in the portfolio letters of evaluation from scholars or professionals in other University departments or from outside the University,
he/she supplies a list of such evaluators to the Department Chair with the portfolio. The Chair solicits evaluations from the individuals suggested by the candidate and may solicit evaluations from other relevant scholars and professionals.

(d) The Department Chair adds to the file all available evaluations of teaching effectiveness.

(e) The Department Personnel Committee reviews the portfolio and forwards its vote and recommendation to the Department Chair, simultaneously sending a copy to the candidate.

(f) The Department Chair reviews the portfolio and forwards his/her recommendation to the relevant college review committee (as described in paragraph 21.10.6(g) below), simultaneously sending a copy to the candidate.

(g) College Review Committees shall be constituted as follows: the relevant standing College Personnel Committee, expanded by one or two senior lecturers, selected in accordance with the normal process for populating the CPC. These committees review the portfolio and forward their votes and recommendations to the Dean, simultaneously sending a copy to the candidate.

(h) The Dean reviews the portfolio and forwards his/her recommendation to the Provost, simultaneously sending a copy to the candidate.

(i) The Provost reviews the portfolio and informs the candidate and all previous levels of review of his/her decision.

21.10.7 **Timing:** The candidate may submit his/her portfolio no later than the first day of the spring semester of the academic year in which he or she has accrued or will accrue the equivalent of six years of full-time service in his/her current rank. The review process will be conducted during the spring semester of that academic year; resulting promotions will be effective on the following September 1st. The candidate will be notified of the Provost’s decision no later than August 15 of the summer after the academic year in which the review takes place. In the exceptional circumstance that an unanticipated change to an NTT’s expected spring workload results in a delay in his/her reaching the equivalent of six years of full-time service, the promotion review will be deferred to the following spring.

21.10.8 **Effective Date of Promotion:** The promotion of a successful candidate will take effect on September 1 of the academic year following the Provost’s decision.

21.11 **Continuity of Service and Seniority.** Continuity of service and accrual of seniority shall not be deemed broken by:

1. Periods of authorized leave.
2. For faculty without benefits, absences of four or fewer consecutive semesters for reasons that would meet the qualifications for family leave under the Family Medical Leave Act.
3. Periods of three consecutive semesters without appointments due to unavailability of work as determined by the Administration.
4. Absence of four or fewer consecutive semesters for the purpose of professional development as recommended by the Department Chair and approved by the Dean.
5. Periods of layoff, but additional seniority shall not accrue during such periods of layoff.

Service that is followed by a break in service of more than five years shall not be included in the calculation of seniority, and service that is followed by a break in service of two or more semesters shall not be included in the calculation of eligibility for continuing appointment.
21.12 Suspension and Dismissal for Disciplinary Reasons

21.12.1 The provisions contained in Article 18, Sections 18.1 through 18.5 shall apply to non-tenure system faculty members.

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

21.12.3 Notwithstanding the provisions contained in the Dismissal Hearing Procedures section of Article 18.5, whenever the University seeks to suspend or dismiss a non-tenure system faculty member, the following procedures shall apply:

21.12.4 Suspension and Dismissal Hearing Procedures. These procedures shall apply to all instances where suspension or dismissal of a non-tenure system faculty member is being considered except those covered by the “Policy on Responsible Conduct of Research and Scholarly Activities”\(^4\) as implemented by the two campuses’ established written procedures; and by the “University of Massachusetts Sexual Harassment Policy” (T92-037)\(^5\) as implemented by the two campuses’ established written procedures.

(a) Initiation of the Process. The appropriate academic Department Chair shall initiate the suspension/dismissal process.

(b) Informal Resolution Process. Prior to the filing of formal charges, the University and the Union shall make every effort to resolve or remediate the matter informally. Such informal efforts could include the faculty member, the Union, the academic Department Chair, the Departmental Personnel Committee (or a sub-committee thereof), the Dean, and/or the Provost or designee(s). Informal efforts to resolve the matter shall not extend beyond thirty days without the written agreement of the faculty member and the academic Department Chair.

(c) Filing of Formal Charges. If informal efforts to resolve the matter are not successful, the academic Department Chair may file formal charges and a recommendation for suspension/dismissal. The written notice shall be given within ninety days after the University becomes aware of the matters giving rise to the charge, or of the latest incidence of a recurring or persistent problem, but this period may be extended for an additional thirty days in order to conduct the informal resolution process. Such charges and recommendations shall be filed with the appropriate Dean with copies to the faculty member and the Union and shall include:

1. A detailed statement of the charges, with reasonable particularity;
2. As to each charge, the names of the witnesses, insofar as known, who will testify in support of the specific allegations; and
3. Insofar as known, the documentary evidence that will be presented.

The faculty member may file a response with the appropriate Dean with copies to the academic Department Chair and the Union. Any response shall be become part of the record. Any written charges or responses may be amended upon the discovery of additional information.

(d) Hearing and Recommendation.

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\(^4\) https://www.umassp.edu/sites/umassp.edu/files/content/policies/board/academic/Policy_on_Responsible_Conduct_of_Research_and_Scholarly_Activities_7-24-12.pdf

\(^5\) https://www.umassp.edu/sites/umassp.edu/files/content/policies/board/personnel/Sexual_Harrassment_8-4-08.pdf
The appropriate Dean shall convene the Departmental Personnel Committee (or a sub-committee as determined by the Departmental Personnel Committee), or where one does not exist an ad hoc committee (hereafter referred to as the Hearing Panel), for the purpose of conducting a hearing and rendering a recommendation for disposition of the charges.

(2) The Hearing Panel shall designate a Chair.

(3) The Hearing Panel shall conduct a hearing in accordance with the following:

   a. The faculty member may be represented by the Union or other academic or personal representative, and the academic Department Chair may be represented by another University academic or administrative officer. Neither party shall be represented by an attorney unless the charge includes allegations of criminal conduct.

   b. The academic Department Chair has the burden of proof.

   c. The faculty member and the academic Department Chair and their representatives shall have the opportunity to make opening and closing statements, to examine and cross-examine witness, and to introduce documentary evidence. Members of the Hearing Panel may also question witnesses and may limit the amount of time permitted for each of these activities.

   d. With appropriate notice to all parties, the Hearing Panel may call its own witnesses, who may be cross-examined by the faculty member and the academic Department Chair or their representatives.

   e. The Hearing Panel shall not be bound by the rules of evidence.

   f. Following the hearing, the Hearing Panel shall file written findings of fact and a recommendation for disposition with the appropriate College Personnel committee, with copies to the appropriate Dean, academic Department Chair, the faculty member, and the Union.

   g. The appropriate College Personnel Committee shall review the findings and recommendation for disposition and, after inserting any comments, shall file the DPC’s findings and recommendation for disposition with appropriate Dean, with copies to the academic Department Chair, the faculty member, and the Union.

(e) **Decision by Appropriate Dean.** Upon consideration of the Hearing Panel’s findings and recommendation, the appropriate Dean shall determine whether to: 1) reject the charges; 2) suspend or dismiss the faculty member; or 3) take other action, and shall, within fourteen days of receipt of the CPC’s recommendation, notify the academic Department Chair, the faculty member, and Union in writing.

If the DPC has not recommended suspension or dismissal and the Dean decides to proceed, the Dean must provide compelling reason for doing so.

(f) **Appeal to Provost.** The faculty member may file a written appeal to the Provost of an adverse decision by the appropriate Dean. The appeal shall be filed no later than fourteen (14) calendar days from receipt of the Dean’s decision. The Provost shall render a decision in writing within fourteen (14) calendar days of receipt of the faculty member’s appeal to the Dean’s decision. The Provost’s decision shall be final.
Article 22. Retrenchment

22.1 **Introduction:** The parties agree that the Employer’s/University Administration’s right to institute retrenchment in a financial exigency carries with it the obligation, as befits a step with such serious consequences for the institution and for individuals, to seek the advice of faculty, librarians and other affected constituencies before and during such actions, to search for alternative measures to effect the desired ends, to attempt to safeguard the constitutional and property rights of faculty and librarians in continued employment and to preserve, to the greatest extent possible, the quality of the educational process at the University.

22.2 **Definition:** For purposes of this Article, "retrenchment" shall be defined as the involuntary reduction or abrogation by the Employer/University Administration of a contract of a nontenured bargaining unit member prior to the expiration date of his/her current period of appointment or the involuntary reduction or abrogation by the Employer/University Administration of a contract of a tenured bargaining unit member, subject to the recall and other provisions of this Article. "Retrenchment" shall not include suspension, reduction in appointment or termination pursuant to Articles 7, 17 or 18 of this Agreement.

22.3 **Effect of Article:** In the event that the provisions of this Article conflict with any other provision(s) of this Agreement, the provisions of this Article shall prevail.

22.4 **Procedures for Retrenchment for Financial Reasons:**
(a) The procedures in Section 22.4 shall apply in all instances where the Employer/University Administration anticipates that retrenchment for financial reasons may be necessary.
(b) If the Employer/University Administration determines that retrenchment for financial reasons may be necessary, it shall so notify the Union, governance bodies and other appropriate faculty/librarian groups and shall provide said groups with a preliminary retrenchment plan, which shall address the reasons for the anticipated retrenchment, the amount of the anticipated retrenchment and the areas proposed for retrenchment.
(c) Accurate information, statistics and/or financial data related to such plan shall be made available by the Employer/University Administration for inspection and/or copying upon request of the above groups.
(d) The Employer/University Administration shall provide a reasonable period of time and, whenever possible, a minimum of thirty (30) days from the issuance of the preliminary retrenchment plan, to receive advice from the above groups.
(e) If, after having considered the advice of the above groups, the Employer/University Administration determines that retrenchment remains necessary, the Employer/University Administration shall issue a final retrenchment plan, which shall state the units in which retrenchment shall occur, the extent of retrenchment in each such unit and, if known, the projected duration of retrenchment. In developing the final retrenchment plan, the Employer/University Administration shall address the following considerations:
(1) the mission of the affected unit(s) and how circumstances have altered that mission;
(2) the dependence of other unit(s) of the University on the unit(s) affected;
(3) duplication elsewhere in the University of the offerings of the unit(s) affected and/or arrangements to replace offerings lost;
(4) arrangements to allow students in the affected unit(s) to satisfy academic needs or requirements;
(5) possible consequences to the stature of the University;
(6) status of faculty or librarians involved and their possibilities of re-employment elsewhere in the University;
(7) the problems inherent in making programmatic decisions within the time constraints imposed;
(8) the advisability of program curtailment as opposed to program abolition.

(f) Once a determination has been made to retrench bargaining unit members within a particular unit, the order of retrenchment of bargaining unit members within said unit shall be:

(1) Part-time bargaining unit members, temporary bargaining unit members and bargaining unit members on terminal appointments;
(2) Probationary full-time faculty and librarians not on continuing appointments; and
(3) Tenured faculty and librarians on continuing appointments.

(g) In selecting among bargaining unit members within categories in Subsection 22.4 (f) (2) and (3), the order of retrenchment shall be in inverse order of seniority, provided that the Employer/University Administration may disregard said order if the Employer/University Administration determines that continued employment of a bargaining unit member(s) is essential to:

(1) the mission and purpose of the unit or the University;
(2) the integrity or operation of the unit; or
(3) the campus affirmative action goals.

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

22.5 Procedures for Retrenchment for Programmatic Reasons:

(a) The procedures in Section 22.5 shall apply to all instances of retrenchment not subject to Section 22.4.

(b) It is the responsibility of the Employer/University Administration to determine which academic and library units are appropriate to the educational mission of the University. The Employer/University Administration may determine that a particular unit shall be discontinued or reduced in size. Although it is the Employer/University Administration that must make such a determination, it is desirable that such a serious decision be preceded by careful consideration and appropriate consultation.

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

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

22.6 Rights and Benefits of Retrenched Bargaining Unit Members:

(a) Notice

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

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

(3) With regard to bargaining unit faculty, the Employer/University Administration recognizes the desirability, whenever possible, of establishing retrenchment dates which coincide with the end of an academic semester so as to minimize the disruption of teaching.

(4) Notwithstanding Subsection 22.6 (a)(1) and (2), notice shall not extend beyond the termination of a bargaining unit member's term of appointment or reappointment. A bargaining unit member who has been given notice of retrenchment will, upon request, be released without pay at the end of any semester or session, even though the notice period has not yet expired.

(5) Where appropriate, the written notice of retrenchment specified above shall contain affirmation that the individual bargaining unit member's retrenchment resulted from factors unrelated to the individual's merit or good standing and shall contain either the date of resumption of employment or a statement that the retrenchment period is indefinite in duration.

(6) Once notice of retrenchment for financial reasons has been given, the Employer/University Administration and the affected bargaining unit member by mutual agreement may abbreviate said notice period by
agreeing to a lump sum payment of sixty (60) percent of the bargaining unit member's weekly salary for each week the notice period is shortened.

(b) The Employer/University Administration shall make a reasonable effort to locate employment for retrenched bargaining unit members within the University. The Employer/University Administration shall also establish a single out-placement office for the University.

(c) Upon request, full-time bargaining unit members who are retrenched may have their names placed on a recall list for a period of three (3) years from their dates of retrenchment. Qualified full-time bargaining unit members whose names are on the recall list shall be given an opportunity, in inverse order of retrenchment within the unit, to be reinstated to available positions in their retrenchment unit. Any full-time bargaining unit member who refuses such an employment opportunity shall be removed from the list. Any offer of employment pursuant to this section must be accepted within fourteen (14) days after the date of receipt of the offer.

(d) All full-time bargaining unit members on the recall list shall be regularly sent bargaining unit position vacancy announcements. For this purpose, it shall be the responsibility of the bargaining unit members to keep the Employer/University Administration advised of their current addresses.

(e) A tenured faculty member recalled to employment in his/her retrenchment unit shall return with tenure. A librarian on a continuing appointment recalled to employment in his/her retrenchment unit shall return with a continuing appointment.

(f) The Employer/University Administration shall provide information and assistance for applying for unemployment compensation upon request of a retrenched bargaining unit member.

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

22.7 Grievances: The procedures of this Article shall be grievable with the following exceptions:

(a) A complaint concerning the application to an individual(s) of the order of retrenchment within a retrenchment unit(s) pursuant to Subsections 22.4(f), 22.4(g) and 22.5(d) shall be heard by the chancellor and/or his/her designee and shall not be subject to Article 25, Grievance Procedure;

(b) The substance of the preliminary retrenchment plan and the final retrenchment plan shall not be subject to Article 25, Grievance Procedure;

(c) The introduction to this Article shall not be subject to Article 25, Grievance Procedure.

22.8 Seniority: For purposes of this Article, seniority shall be defined as the length of continuous service at the University and/or seniority credit granted by the General Court to former Boston State College faculty/librarian employees. Continuity of service shall not be deemed broken by periods of authorized leave, and seniority shall continue to accrue during such periods of authorized leave. Continuity of service shall not be deemed broken by an individual's period of retrenchment, but additional seniority shall not accrue during such periods of retrenchment.

22.9 The parties agree to a joint committee having as its charge the development and
prioritization of a list of alternatives to retrenchment, which list upon acceptance by both parties shall become part of this Article. The committee shall be composed of two (2) bargaining unit members chosen by the Union and two (2) members chosen by the Employer/University Administration.

22.10 Bargaining unit members shall not be subject to retrenchment by the Employer’s/University Administration’s use of non-bargaining unit members to perform bargaining unit work within the retrenchment unit.

22.11 The University shall maintain a hiring freeze on all administrative, professional and bargaining unit positions during a retrenchment for financial reasons except for filling critical need vacancies.
Article 23. No Strike

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

23.2 The Union agrees to indemnify the Administration for all expenses and damages that occur as a result of any strike, work stoppage, slowdown or withholding of services when such action is publicly condoned by the Union.
Article 24. Personnel Files

24.1 There shall be one master personnel file for each bargaining unit member. Other official personnel files may be maintained by the Administration at any administrative level. Upon the request of a bargaining unit member, the Administration will identify the holders of the above files.

24.2 The provisions of the University's Fair Information Practices Act Regulations (Trustee Document T77-059)\(^6\) shall govern the collection, dissemination and maintenance of the personnel files set forth in Section 24.1. Alleged misinterpretations, misapplications or violations of T77-059 may be pursued only through the grievance procedure set forth in T77-059. Alleged misinterpretations, misapplications or violations of Sections 24.1, 24.3, 24.4, 24.5, 24.6, 24.9 shall be pursued through the grievance procedure set forth in Article 25, Grievance Procedure.

24.3 The master personnel file shall henceforth include the following:

24.3.1 copies of official correspondence between the Administration and the individual bargaining unit member;

24.3.2 copies of all completed personnel action forms;

24.3.3 a copy of each annual evaluation;

24.3.4 materials regarding sabbatical leaves and leaves of absence;

24.3.5 application for employment and related materials;

24.3.6 basic file(s) or a notation of its/their location(s);

24.3.7 those materials which the bargaining unit member deems necessary to be added to his/her personnel file or a notation of its/their location(s);

24.3.8 other materials added by the Administration, provided that the bargaining unit member is sent a copy or notice of the addition at the time of the filing. Having made an appointment, each bargaining unit member may annually compile an index of material contained in his/her departmental, decanal and master personnel file. These indexes shall be certified within a reasonable time by the holder of the file.

24.4 A basic file shall be established to contain material used for review in the following personnel actions:

24.4.1 For faculty members:

(a) reappointment through the tenure decision year;

(b) tenure review;

(c) review for promotion from assistant professor to associate professor (in those cases in which this action is separate from the tenure review);

(d) review for promotion from associate professor to professor.

24.4.2 For librarians:

(a) continuing appointments;
(b) review for promotion from Librarian I to II;
(c) review for promotion from Librarian II to III;
(d) review for promotion from Librarian III to IV;
(e) review for promotion from Librarian IV to V.

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

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

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

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

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

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

24.11 No anonymous materials shall be placed in the above personnel files. For purposes of this Article, student evaluations of teaching pursuant to Articles 12 and 33 shall not be considered anonymous materials.

24.12 Bargaining unit members shall notify the University of any changes, such as marital status, that might affect their benefits. The University will inform bargaining unit members annually of information required under this Section and the form in which changes are to be reported.
Article 25. Grievance Procedure

25.1 Definition: A grievance is an allegation or complaint by a member or members of the bargaining unit or the Union that there has been a violation, misinterpretation or improper application (including, notwithstanding any provision of Article 3, Affirmative Action, to the contrary, individual complaints of discrimination rising out of personnel actions and based on race, color, religion, creed, sex, age, marital status, national origin, sexual preference, mental or physical handicap or political beliefs or affiliation) of the terms and conditions of this Agreement by an administrative official.

25.2 Intent: It is the declared objective of the Administration and the Union to encourage the prompt resolution of grievances either by informal or formal procedures in the interest of maintaining harmony within the campus environment. Although the following procedure shall be used for the resolution of grievances, this procedure shall in no way impair or limit the right of any bargaining unit member, or the parties mentioned herein, to utilize any other remedy or proceeding established and existing under federal or state law. In the event that the grievant(s) and/or the union elect to seek redress through any other remedy or proceeding established and existing under federal or state law (other than complaints before the Massachusetts Department of Labor Relations, the Massachusetts Commission Against Discrimination or the Equal Employment Opportunity Commission, brought to meet agency timelines but not to be simultaneously litigated), the Administration shall have no obligation to process or continue processing a grievance or arbitration pursuant to this Article. The parties agree to make available one to the other all known relevant facts regarding the grievance in order to facilitate the earliest possible settlement of grievances prior to arbitration. The Union may present a policy grievance (one that affects more than one person) at any step of the grievance procedure prior to arbitration. In order to facilitate the prompt resolution of grievances, administrative officials identified in the grievance procedure may, upon notice to the Union, name a designee when necessary to fulfill their responsibilities as set forth herein. Any person designated by an administrative official identified herein to hear a grievance shall hear the grievance and render a decision.

25.3 Informal Procedure: When a potential grievance arises, the bargaining unit member(s) and/or the Union shall meet with the representative(s) of the Administration (Chairperson, Dean of Libraries or Provost) closest to and best able to discuss the matter, and possessing the authority to resolve the dispute. Informal efforts at settlement shall not extend beyond twenty (20) days without the written agreement of each of the parties. The Administration and the Union agree that informal resolutions of grievances do not set precedents.

25.4 Time Limits for Personnel Actions Grievances: For grievance(s) arising out of personnel actions, the Union and/or the bargaining unit member shall not file a grievance until the final appropriate academic administrative official on the campus has made his/her decision in writing on the personnel action under consideration.

25.5 Formal Procedure: To initiate a grievance the grievant(s) and/or the Union shall complete the Grievance Form, which provides a statement of the facts surrounding the grievance, the specific provision(s) of this Agreement allegedly violated and the remedy requested.

25.5.1 LEVEL ONE: Chancellor
The grievant(s) and/or the Union shall file the grievance with the Chancellor within sixty (60) calendar days of the occurrence giving rise to the grievance or within sixty (60) calendar days of the date on which the grievant(s) and/or the Union learned or should have learned of such occurrence,
whichever is later, but in no case longer than a year from the occurrence. If the alleged violation occurs while a bargaining unit member is on an approved leave, the bargaining unit member shall file the grievance within sixty (60) calendar days from the date of expiration of said leave or sixty (60) calendar days from the date the bargaining unit member learned or should have learned of the occurrence giving rise to the grievance, whichever is later, but in no event later than fourteen (14) calendar months from the date of the occurrence. The grievant(s) and/or the Union and the Chancellor shall meet and discuss the grievance within ten (10) calendar days after such filing. The Chancellor shall then consider the grievance and render a decision together with the reasons in writing to the grievant(s) and the Union within twenty-one (21) calendar days from the date on which the grievance was filed with the Chancellor.

25.5.2 LEVEL TWO: President

A grievance may be submitted to the President in cases where the grievant(s) and/or the Union are not satisfied with the decision at Level One, or where the grievance is of a University-wide nature, or where the grievance is based on a presidential decision. If the grievant(s) and/or the Union is not satisfied with the decision at Level One, the grievant(s) and/or the Union may file an appeal in writing to the President within ten (10) calendar days after the written decision of the Chancellor is received, or is due; grievances presented initially to the President must be filed by the grievant(s) and/or the Union within sixty (60) calendar days of the occurrence giving rise to the grievance or within sixty (60) calendar days of the date on which the grievant(s) and/or the Union learned or should have learned of such occurrence, whichever is later. If a bargaining unit member is on approved leave at the time of the alleged violation or at the time he/she would otherwise have learned of such occurrence, then the bargaining unit member and/or the Union shall file the grievance within sixty (60) calendar days from the date of expiration of said leave or sixty (60) calendar days from the day he/she learned, or should have learned, of such occurrence, whichever is later, but in no event later than fourteen (14) calendar months from the date of the occurrence.

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

25.5.3 LEVEL THREE: Arbitration

If the grievance is not resolved to the satisfaction of the Union at Level Two, the Union may submit the grievance within thirty (30) calendar days of the receipt of the written response at Level Two or the date on which such decision was due, whichever is later, to final and binding arbitration. Notice of the appeal of the grievance to arbitration shall be sent to the Administration. Within ten (10) calendar days of the Administration’s receipt of such notice from the Union, the parties shall select as arbitrator an individual mutually acceptable to the Union and the Administration.
Upon acceptance by the selected individual of the position of arbitrator, the Administration and Union shall promptly file with the arbitrator:

(a) a copy of this Agreement;
(b) a copy of the written notice, sent to the Administration, of the Union’s intention to initiate arbitration; and
(c) a complete copy of the grievance record.

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

The costs of arbitration, exclusive of those incurred by each respective party in preparing and presenting its case, shall be borne equally by the parties.

25.6 Union Representation and Rights:

25.6.1 The administrative official with whom the written grievance is filed shall forward a copy of said grievance to the Union’s designated campus grievance representative within five (5) calendar days of receipt of said grievance.

25.6.2 The representative(s) of the Union shall be permitted to be present at any meeting required under the grievance procedure and especially at any meeting at which a settlement of the grievance is made or discussed; provided further that the Union representative(s) shall be permitted to present the Union’s point of view regarding the grievance at such meeting(s).

25.6.3 Any bargaining unit member may request Union representation at any step of the grievance procedure; however, a bargaining unit member shall not be prevented from processing a grievance on his/her own behalf prior to arbitration.

25.6.4 Copies of all documents and correspondence filed with respect to the grievance shall be sent to the Union at the time of filing or as nearly thereafter as possible. The grievant(s) may specifically prohibit access to supporting documents and correspondence filed by the grievant(s) with respect to the grievance. The Union shall incur the cost for the reproduction of said documents and correspondence.

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

25.7.1 When available state-appropriated funds are insufficient to implement an arbitration award(s), the matter shall be submitted to the Legislature by the Administration for funding with the support of the Union; provided, however, that nothing contained herein
shall be construed to prevent and/or restrict the implementation of the nonmonetary aspect(s) of the arbitration award(s).

25.7.2 When available trust monies are insufficient to implement an arbitration award(s), the award shall be included in the next budget request prepared following the award; provided, however, that nothing contained herein shall be construed to prevent and/or restrict the implementation of the nonmonetary aspect(s) of the arbitration award(s).

25.7.3 When available grant or contract monies are insufficient to implement an arbitration award(s), the matter will be submitted to the contracting or granting agency for its approval of the necessary fund transfers within the provisions of the contract or grant or to secure the needed additional monies to fully implement said arbitration award(s), as the case may be; provided, however, that nothing contained herein shall be construed to prevent and/or restrict the implementation of the nonmonetary aspect(s) of the arbitration award(s).

25.8 **No Reprisal—Witnesses:** No reprisal of any kind shall be taken against any bargaining unit member because of the filing of a grievance and/or participation in any of the grievance proceedings. All documents generated during the grievance process shall be kept separate from the personnel file and basic file of any individual involved in any grievance. Necessary witnesses or participants in grievance procedures shall be released from their assignments without penalty when necessary.

25.9 **Time Limits:** All days referred to in this Article shall mean calendar days. Time limits provided herein may be extended or delimited by mutual agreement. Failure of the Administration to respond to any grievance within the specified time limits of this Article shall mean that the grievant(s) and/or the Union may take said grievance to the next level of the grievance procedure. Failure of the grievant(s) to abide by the time limits set forth in this Article shall result in the grievance being deemed settled on the basis of the last written decision made during the grievance procedure by the Administration.

25.10 **Adjustment of Time Limits:** Any grievance that was filed prior to the end of the academic year and has not been resolved to the satisfaction of the grievant(s) and/or the Union prior to the conclusion of the academic year shall continue to be processed in accordance with the provisions of this Article; except that the time limits of this Article may be mutually adjusted so as to ensure the availability of all necessary parties to the dispute. Such mutual agreement shall not be used by either party to delay unnecessarily the processing of any grievance not settled prior to the end of the academic year. If mutual agreement is not reached on adjustment of the time limits; the provisions of this Article shall remain whole.
Article 26. Salaries

26.1 Across-the-Board (ATB) Salary Increases. If the cost items described below become effective in accordance with Article 30, the campus will implement the following across-the-board (ATB) salary increases.

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.

<table>
<thead>
<tr>
<th>Eligibility</th>
<th>Increase takes effect first pay period of:</th>
<th>Increase based on salary in effect on:</th>
<th>Across-the-board increase to base salary amount:</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 30, 2014</td>
<td>July 2014</td>
<td>May 1, 2014</td>
<td>1.75%</td>
</tr>
<tr>
<td>December 30, 2014</td>
<td>January 2015</td>
<td>November 1, 2014</td>
<td>0.35%</td>
</tr>
<tr>
<td>June 30, 2015</td>
<td>July 2015</td>
<td>May 1, 2015</td>
<td>1.75%</td>
</tr>
<tr>
<td>December 30, 2015</td>
<td>January 2016</td>
<td>November 1, 2015</td>
<td>0.35%</td>
</tr>
<tr>
<td>June 30, 2016</td>
<td>July 2016</td>
<td>May 1, 2016</td>
<td>1.75%</td>
</tr>
<tr>
<td>December 30, 2016</td>
<td>January 2017</td>
<td>November 1, 2016</td>
<td>0.35%</td>
</tr>
</tbody>
</table>

26.1.2 Eligibility Criteria: The salary increases described in Section 26.1.1 above shall be distributed to each bargaining unit member, including part-time faculty, unless (1) the Department Head and Department Personnel Committee both agree that the increase should be denied, and (2) the procedures specified in Article 17, "Failure to Perform Minimum Assigned Duties," have progressed to the imposition of sanctions specified in Article 17.3.2.

If a bargaining unit member is denied this increase, he or she may have such denial reviewed by the Dean, who shall review all the circumstances of said denial. If the Dean disagrees with the decision to deny the increase, the bargaining unit member shall receive the increase. If the Dean agrees with the denial, the bargaining unit member may have such denial reviewed by the Chancellor, who shall review all the circumstances of said denial. If the Chancellor disagrees with the denial, the bargaining unit member shall receive the increase. If the Chancellor agrees with the denial, the bargaining unit member may have the denial reviewed by the President, who shall review all the circumstances of said denial. If the President disagrees with the denial, the bargaining unit member shall receive the increase. If the President agrees with the denial, the bargaining unit member may, with the approval of the Union, request review of the denial by a tripartite panel consisting of one member designated by the Union, one member designated by the President, and one member jointly selected by the parties from a standard list of arbitrators designated by the Chairperson of the Board of Conciliation and Arbitration. The standard of review shall be whether the Administration can demonstrate by compelling evidence that the denial of the increase was justified and that the Administration did not change its standards after the date of this Agreement in order to effect the denial. If a majority of the panel determines that the denial of the increase was not justified, the bargaining unit member shall receive the increase retroactive to the effective date. The panel's review shall be conducted on an expedited basis, without the submission of written briefs, and shall be
Salaries

final. The parties will share equally in the payment of the arbitrator. The amount of all increases denied, if any, shall be redistributed to each bargaining unit member on a pro rata basis.

26.1.3 Each bargaining unit member who was not on the payroll on the eligibility date of an increase specified in Section 26.1.1 but who is appointed during the subsequent academic year to the same position he/she held at any time during the previous academic year, and who meets the eligibility criteria for satisfactory performance set forth in Section 26.1.2 shall receive the salary rate increase specified in Section 26.1.1, effective on the date of appointment based on the salary on the last date of appointment during the previous academic year.

26.2 Merit Increases. If the cost items described below become effective in accordance with Article 30, the campuses will implement the following merit increases.

26.2.1 Schedule of Merit Increases: The following table describes the implementation of merit increases throughout the life of this Agreement with the qualifications described below in 26.2.2 through 26.2.3.

<table>
<thead>
<tr>
<th>Eligibility: Bargaining-unit member on payroll as of:</th>
<th>Period of Performance Reviewed for Merit</th>
<th>Increase takes effect first pay period of:</th>
<th>Payroll snapshot date:</th>
<th>Campus merit pool amount:</th>
</tr>
</thead>
<tbody>
<tr>
<td>December 29, 2014</td>
<td>AY 2013-14</td>
<td>January 2015</td>
<td>November 1, 2014</td>
<td>1.4%</td>
</tr>
<tr>
<td>December 31, 2015</td>
<td>AY 2014-15</td>
<td>January 2016</td>
<td>November 1, 2015</td>
<td>1.4%</td>
</tr>
<tr>
<td>December 31, 2016</td>
<td>AY 2015-16</td>
<td>January 2017</td>
<td>November 1, 2016</td>
<td>1.4%</td>
</tr>
</tbody>
</table>

26.2.2 Eligibility: Except as excluded below in Sections 26.2.3, all bargaining-unit members shall be eligible for merit increases, including but not limited to the following:

(a) Those funded through a grant, contract or trust fund, provided that sufficient funds are available in the account in accordance with Article 30.2.

(b) Those on sabbatical leave, provided that payment shall be proportionate to the bargaining unit member’s fraction of appointment during the term of the sabbatical leave and shall be raised to the appropriate rate of increase upon his/her return to regular duties.

(c) Those on paid leave.

(d) Those on leave without pay, provided that payment shall not commence until regular duties have been resumed.

(e) Those who are part-time bargaining-unit members, regardless of their full-time equivalency.

(f) Those who are non-tenure-track bargaining-unit members.

(g) Those on temporary assignment to other departments/programs/libraries, provided that they shall be counted for allocation purposes in the department/program/library where normally employed to the extent of the fraction of appointment in the department/program/library where normally employed.

26.2.3 Excluded from eligibility for merit awards are the following bargaining-unit members:

(a) Those in the first academic year of their initial appointments.
(b) Those whose appointments are not being renewed.
(c) Those who will separate their employment with the university before the effective date of such a merit increase.
(d) Those not being recommended for tenure by the Chancellor.

26.2.4 Periods of review: Review of a bargaining-unit member's performance for the purposes of considering a merit award shall include only those activities documented in that person's annual review for the academic year (September 1 through August 31) identified in Section 26.2.1 above.

26.2.5 Calculation of campus merit pool: The value of each campus's total merit pool shall consist of the listed percentage of the aggregate of all of that campus's bargaining-unit members' salaries as of the "snapshot date" identified in Section 26.2.1 above.

26.2.6 Calculation of the average FTE merit amount: The value of each campus's total merit pool shall be divided by the total number of full-time-equivalent bargaining-unit members as of the "payroll snapshot date." The resulting number shall be the campus's average FTE merit amount.

26.2.7 Calculation of department and college/school/library merit pools: Each campus shall have two kinds of merit pools: A pool (Pool A) for each department/analogous unit ("department-level unit") and a pool (Pool B) for each college/school/library/analogous unit ("college-level unit"). For all college-level units (including Libraries) that are not subdivided into departments, the following references to department-level units shall mean college-level units. The two merit pools shall be distributed to bargaining unit members in accordance with Article 11 or Section 20.3 to recognize meritorious performance:

(a) Pool A for each department-level unit shall equal 50% of the campus's average FTE merit amount multiplied by the total number of eligible bargaining-unit FTEs in that department-level unit as of the snapshot date.
(b) Pool B for each college-level unit shall equal 50% of the campus's average FTE merit amount multiplied by the total number of eligible bargaining-unit FTEs in that college-level unit as of the snapshot date.

26.2.8 General criteria for the award of merit: Merit awards shall not be distributed across-the-board and shall not be limited to a pre-determined percentage or category of bargaining-unit members eligible. Bargaining-unit members shall be evaluated for merit only on the basis on their assigned duties. Those on joint appointment shall be considered for merit within each respective department based on their job responsibilities within that department. As part of the annual merit-award process, the Provost will remind Personnel Committees and administrators involved in the merit process of the eligibility requirements and of these general criteria.

26.2.9 Specific principles for the award of merit: No later than October 1 of each year, the Personnel Committee of each department-level unit and the Dean/Director of each college-level unit shall disseminate to the bargaining-unit members within their respective units the principles upon which merit awards will be decided for Pools A and B, respectively. Such principles shall not be subject to grievance.

26.2.10 Merit review process:
(a) Information Provided to Departments: The Administration shall provide Departmental and Library Personnel Committees with a merit spreadsheet that lists all eligible bargaining unit members and the total funds available in Pools A and B.

(b) For Pool A: The Personnel Committee of each department-level unit shall consider each eligible bargaining-unit member’s performance based on the applicable annual review conducted under Article 20 (for librarians) or Article 33 (for faculty) of this Agreement and shall determine the amount (if any) of a merit award he/she should receive from Pool A. Such determinations shall be final except that they may be remanded by the Administration to the department for good reason explained in writing by the Administration. The Administration shall simultaneously provide the Union with a copy of any such remanded determinations.

(c) For Pool B: The Administration shall invite from department-level Personnel Committees and Chairs recommendations for merit awards for the bargaining-unit members within that unit. The Administration shall consider such recommendations and shall consider each eligible bargaining-unit member’s performance based on the applicable annual review conducted under Article 20 (for librarians) or Article 33 (for faculty) of this Agreement and shall determine the amount (if any) of a merit award he/she should receive from Pool B. Such determinations shall be final and shall not be subject to grievance.

(d) Notifications: The Administration shall notify each eligible bargaining-unit member of the amount of his/her award and how much of the award comes from Pool A and from Pool B. Notification under this provision shall be provided within 30 days after the scheduled effective date of the increase. The Administration will provide to the Union one or more spreadsheets listing all merit awards in each department, and the Union may inform its members of the various departments’ median and range of merit distribution.

26.2.11 Merit review committee: The Union and the Administration will jointly convene a committee each year to assess compliance with the requirements of this Agreement for award of merit increases to non-tenure-track faculty members in the bargaining unit. The committee will have the authority to ask for additional information and reconsideration in cases where such compliance appears not to have been observed.

26.3 Promotional Increases: 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.

<table>
<thead>
<tr>
<th>For Promotion to the Rank of</th>
<th>Increase to Base Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Lecturer</td>
<td>$5,500</td>
</tr>
<tr>
<td>Senior Lecturer II</td>
<td>$5,500</td>
</tr>
<tr>
<td>Assistant Professor</td>
<td>$7,000</td>
</tr>
<tr>
<td>Associate Professor</td>
<td>$8,400</td>
</tr>
<tr>
<td>Professor</td>
<td>$13,700</td>
</tr>
<tr>
<td>Librarian II</td>
<td>$5,500</td>
</tr>
<tr>
<td>Librarian III</td>
<td>$7,000</td>
</tr>
<tr>
<td>Librarian IV</td>
<td>$8,400</td>
</tr>
<tr>
<td>Librarian V</td>
<td>$9,600</td>
</tr>
</tbody>
</table>
26.4 **Salary Floors:** The salary floors for all bargaining-unit members shall be as follows, effective July 1, 2014:

<table>
<thead>
<tr>
<th>Rank</th>
<th>Base Salary Floor for 100% FTE by Rank</th>
</tr>
</thead>
<tbody>
<tr>
<td>Instructor</td>
<td>$57,000</td>
</tr>
<tr>
<td>Assistant Professor</td>
<td>$64,000</td>
</tr>
<tr>
<td>Associate Professor</td>
<td>$74,000</td>
</tr>
<tr>
<td>Professor</td>
<td>$92,000</td>
</tr>
<tr>
<td>Associate Lecturer</td>
<td>$40,000</td>
</tr>
<tr>
<td>Lecturer</td>
<td>$52,000</td>
</tr>
<tr>
<td>Senior Lecturer</td>
<td>$57,500</td>
</tr>
<tr>
<td>Senior Lecturer II</td>
<td>$63,000</td>
</tr>
<tr>
<td>Librarian I</td>
<td>$50,000</td>
</tr>
<tr>
<td>Librarian II</td>
<td>$56,000</td>
</tr>
<tr>
<td>Librarian III</td>
<td>$63,000</td>
</tr>
<tr>
<td>Librarian IV</td>
<td>$73,000</td>
</tr>
<tr>
<td>Librarian V</td>
<td>$84,000</td>
</tr>
</tbody>
</table>

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.

26.5 **Salary Scales.** Salary increases made pursuant to this Article shall not be subject to the limits of the general salary scales for employees of the Commonwealth.

26.6 **Funds to Support Bargaining-Unit Members.**

26.6.1 In each year of the Agreement, the Administration shall make available the following funds to support the success of bargaining-unit members whose appointments are 50% FTE or greater. These funds are not intended to supplant existing discretionary funds being distributed by the colleges for similar purposes. Awards from these funds shall be made by the University Administration in response to applications from bargaining-unit members that indicate the proposed use of the requested funding and are subject to the qualifications and limitations described in Section 26.6.3 below.

(a) An annual research and educational support fund to provide individual awards of up to $500 to bargaining-unit members who are active in research. Over the three years of this Agreement, the total funds available will be $150,000 in the first year, $175,000 in the second year, and $200,000 in the third year. Out of those funds, a total of $50,000 each year will be reserved exclusively for support of non-tenure-track faculty. All awards from the research support fund are subject to the qualifications and limitations described in Section 26.6.2 below; 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 each respective fiscal year; provided that the Union and the University shall determine how to distribute any unexpended funds.

(b) An annual Travel Fund of up to $275,000 to reimburse tenured or tenure-track faculty members for eligible travel expenses incurred in presenting their research,
scholarship, or creative activity at conferences. Reimbursement shall not exceed $1,000 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.

(c) An annual healthcare assistance fund to assist new tenure system faculty members and librarians up to $500 per month for a maximum of two months for the purpose of obtaining or continuing health care coverage during the sixty-day waiting period for new employees covered by the Group Insurance Commission.

26.6.2 Qualifications & Limitations: All funds awarded for the Research and Educational Support Fund must be expended during the fiscal year in which they are allocated, and all expenditures must conform to all applicable requirements of University rules and regulations and state law, including the following:

(a) These funds may not be used to enhance salary rates of or pay salary bonuses to bargaining unit members, or for any other purpose subject to personal income tax with these exceptions: They may be used for student payroll on "CC" funds. They may be used for reimbursement of allowable dependent-care expenses associated with approved professional travel by bargaining unit members; the University shall report such reimbursements as taxable income to the bargaining-unit member.

(b) The Commonwealth of Massachusetts will hold title to any materials or equipment purchased in whole or in part with these funds.

(c) Freight costs must be included in the price of any material or equipment purchased.

(d) Equipment purchased with these funds must arrive on campus by the end of the fiscal year in which it is ordered.

(e) Equipment rentals paid for with these funds must terminate by the end of the fiscal year in which the funds were allocated.

(f) Travel paid for with these funds must begin and end during the fiscal year in which the funds are allocated.

(h) Requisitions for materials and equipment purchased with these funds must be received in the Procurement Office by March 31 of the fiscal year in which the funds are allocated.

(i) Purchase Orders for materials and equipment purchased with these funds must be received in the Procurement Office by March 31 of the fiscal year in which the funds are allocated.

(j) Any purchase that totals $1000 or more is subject to the requirements of the University bid process (unless covered by a Massachusetts Higher Education Consortium contract or State contract). Bargaining unit members who anticipate utilization of this process must contact their Dean's office for instructions.

(k) Reimbursements will not be allowed except for travel expenses, allowable dependent-care expenses, conference fees, subscriptions, books, tuition, and professional memberships.

26.7 Retention Increases to Salaries. In accordance with past practice, the Administration may grant salary increases to bargaining unit members as a response to an alternative offer of employment or recruitment of a bargaining-unit member by another employer. Any such salary increases shall not be governed by the provisions of Article 26.1 through 26.2 of this Agreement. Department Personnel Committees shall be provided an opportunity to comment
on any such increases before they are implemented, and a list of such increases shall be provided to the Union annually. Such increases shall not be subject to Article 25, Grievance Procedure.

26.8 **MTA VOTE Deductions:** Payroll deduction shall be permitted for unit members who wish to participate in MTA’s VOTE, a political action committee. All payroll deductions for unit members shall be allocated in equal amounts in each paycheck. A bargaining unit member who wishes to participate must consent in writing to the authorization of the deduction from his or her wages and to the designation of VOTE as the recipient thereof. Such consent shall be in a form acceptable to the Administration and shall bear the signature of the bargaining unit member. A bargaining unit member may withdraw his or her authorization by giving at least sixty days’ notice in writing to his or her campus personnel office. The Administration shall deduct contributions from the pay of bargaining unit members who request such a deduction in accordance with this Article and transmit such funds to the VOTE holding account within thirty days after the last day of the month in which the deduction is made, provided that the Administration is satisfied by such evidence as it may require that the treasurer of VOTE has given a bond, in a form approved by the Administration, for the faithful performance of his or her duties in a sum and with such surety or securities as are satisfactory to the Administration. The Union will defend the Administration against any and all claims arising from or related to this Article.

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

26.9.1 **Anomaly Increases.**

(a) **Eligibility:** All tenure-system bargaining-unit members and librarians are eligible for anomaly increases.

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

(c) **Periodic Reviews:** Following a successful fourth-year review, favorable tenure decision, promotion to professor, Periodic-Multi-Year Review (or in the case of librarians, following the initial appointment, granting of a continuing appointment, Periodic Multi-Year Review), or whenever, by annual review or other means of identification, a gross anomaly appears to exist, the Administration shall analyze the salary of a bargaining-unit member to determine whether an anomaly exists. Such analysis shall consist of a review of the bargaining-unit member’s salary history compared with his or her colleagues in the same discipline (or closely related discipline), including starting salary, length of service, merit awards, and any other salary adjustments.

(d) **Process:** The UAC shall review the analysis prepared by the Administration and any other such data requested by the UAC and may consult with bargaining-unit members, Personnel Committees, Department Chairs, Deans, or others, and shall determine whether one or more salary adjustments are warranted. The UAC shall prepare and submit to the Provost a report of any such determinations.
(e) Effective Date: Any salary adjustment based on the UAC’s determination shall become effective on September 1st of the next academic year following such determination and shall not be grievable pursuant to Article 25.

(f) Funding: Each year, the Administration shall budget a minimum of $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 unremedied, salary anomalies or to address salary anomalies identified in subsequent years.
Article 27. Supplemental Compensation (Benefits)

27.1 Travel Expenses & Allowances.

27.1.1 Mileage Allowance. Subject to the provisions of the Commonwealth's "Red Book" rules and regulations, when a bargaining unit member is authorized to use his/her personal automobile for travel related to his/her employment, he/she shall be reimbursed at the mileage rate authorized by the Board of Trustees Travel Policy. (Please see the policies on the Boston website for current rates.)

27.1.2 Meal Allowance. Subject to the provisions of the Commonwealth's "Red Book" rules and regulations, a bargaining unit member who is assigned to duty that requires him/her to be absent from his/her home for more than 24 hours shall be reimbursed for reasonable charges for lodging, including reasonable tips, and for meal expenses, including tips, not to exceed the following amounts: $25 per diem after at least 24 hours and $12.50 for partial days of at least 12 hours after the first 24-hour period. (Please see the policies on the Boston website for current rates.)

27.1.3 Changes in Allowances. In the event that the Commonwealth authorizes an increase in the reimbursement rates for mileage and/or meals during the life of this Agreement, said increase shall be extended to bargaining unit members in accordance with terms established by the Commonwealth.

27.2 Premium Payments for Insurance. The Commonwealth and each covered employee shall pay the monthly premium rate for the Group Insurance Plan in a percentage amount to be determined by the General Court for the type of coverage that is provided to such employee and his or her dependents under the Plan.

27.3 Leaves.

27.3.1 Vacation Leave. Faculty members on academic year appointments are not eligible for vacation leave. Full-time faculty members on calendar year appointments shall accrue 6.76 hours of vacation time each two-week pay period, and librarians shall accrue 6.34 hours of vacation time each two-week period, in both cases not to exceed 22 days per year. For part-time faculty members and librarians with appointments of 50% time or more, this accrual shall be pro-rated based on percentage and length of appointment. Faculty members and librarians with appointments of less than 50% time are not eligible for vacation leave. No vacation leave shall be accrued while a faculty member or librarian is on leave without pay. One additional day a year shall be added to the vacation leave accrual upon the completion of five, ten, and twenty years of service, respectively. The Administration will grant vacation leave in the year in which it becomes available, unless in his/her opinion it is impossible or impractical to do so because of work schedules or emergencies. Unused vacation leave earned can be carried over for use during the following year, but in no event shall the accrued vacation leave of a faculty member or librarian exceed 64 days. For bargaining-unit faculty members, any unused vacation leave that would exceed 64 days shall be forfeited. For librarians, any unused vacation leave to exceed 64 days will automatically be converted to paid sick leave. Faculty members and librarians shall request the use of vacation leave in advance, and such requests shall not

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7 http://www.mass.gov/anf/docs/hrd/policies/publications/pol-redbk.rtf, see Section 9
8 https://www.umb.edu/controller/reimbursements
be unreasonably denied.

Employees whose services terminated by resignation, by dismissal through no fault or delinquency of their own, by retirement, or by entrance into the defense forces, shall be paid an amount equal to the vacation leave which has been credited but not used by the employee up to the time of separation, provided that no monetary or other allowance has already been made therefore.

Upon the death of an employee, payment will be made in an amount equal to the vacation leave provided that no monetary or other allowance has already been made therefore. The Personnel Administrator may, upon request of the Appointing Authority of the deceased person, authorize the payment of such compensation upon the establishment of a valid claim, in the following order of precedence:

First: To the surviving beneficiary or beneficiaries, if any, lawfully designated by the person under the state employees’ retirement system:

Second: If there is no such designated beneficiary, to the estate of the deceased. (M.G.L., Chapter 29, §31A).

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 paid personal leave days each January for use during that calendar year. This amount shall be pro-rated according to the following schedule for faculty members whose appointments begin after January 1. Personal leave must be used by the end of the calendar year, or it will be forfeited. For part-time faculty members and librarians with 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.

<table>
<thead>
<tr>
<th>Start Date</th>
<th>Personal Time Awarded</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jan. - Mar.</td>
<td>24 hours</td>
</tr>
<tr>
<td>Apr. - June</td>
<td>16 hours</td>
</tr>
<tr>
<td>Jul. - Sept.</td>
<td>8 hours</td>
</tr>
<tr>
<td>Oct. - Dec.</td>
<td>0 hours</td>
</tr>
</tbody>
</table>

27.3.3 Sick Leave

(a) Sick Leave Committee. On each campus, the Administration and the Union shall each provide two members of a Sick Leave Committee, which shall be responsible for administering sick leave policy as described in this section and for managing the campus Sick Leave Bank. The Committee’s decisions are final and shall not be subject to grievance.

(b) Accrual of Sick Leave. Full-time librarians shall accrue 4.53 hours of sick leave each two-week payroll period, not to exceed fifteen days per year. Full-time faculty members on calendar year appointments shall accrue 4.61 hours of sick leave each two-week payroll period, not to exceed fifteen days per year. Full-time faculty members on academic year appointments shall accrue 3.07 hours of sick leave each two-week payroll period, not to exceed ten days per year. For part-time bargaining unit members with appointments of 50% time or more, this accrual shall be pro-rated.
Supplemental Compensation (Benefits)

based on percentage and length of appointment. Bargaining unit members with appointments of less than 50% time are not eligible for sick leave. No sick leave shall be accrued while a bargaining unit member is on leave without pay. Any unused sick leave shall be forfeited at the time of a bargaining unit member’s separation from the University as a result of resignation, termination, retirement, or any other cause.

For the duration of this Agreement, the accrual of sick leave shall not exceed 120 days (960 hours) for any bargaining-unit member hired on or after January 1, 2015 or for any bargaining-unit member rehired on or after January 1, 2015 after a break in service exceeding three semesters. This provision shall sunset at the end of this Agreement.

(c) Notification of Absences Due to Illness. Notification of absence due to illness shall be given as early as possible on the first day of absence. If such notification is not made, such absence may, at the discretion of the Administration, be applied to absence without pay.

(d) Certification by Healthcare Provider. For any period of absence of more than three days due to illness, the Administration may require, for purpose of additional evidence only, a physician’s certificate for the necessity of such absence. Any bargaining unit member who thereafter fails or declines to submit such a statement shall not be entitled to use sick leave until he/she has submitted the requested statement.

(e) Conditions Warranting Sick Leave. Sick leave shall be granted, at the discretion of the Administration, to bargaining unit members only under the following conditions:

1. when they are unable to perform their duties due to illness or injury;
2. when, through exposure to contagious disease, the presence of the bargaining unit member at his/her work location would jeopardize the health of others;
3. when appointments with licensed medical or dental professionals for purposes of medical treatment or diagnosis of an existing medical or dental conditions cannot reasonably be scheduled outside or normal working hours;
4. when a bargaining unit member is an active participant in an approved alcohol or narcotics counseling service program; and
5. when a bargaining unit member is on approved parental leave in accordance with Article 27.3.5.

(f) Use of Sick Leave for Care of Family. Additionally, a bargaining unit member may, upon notice to his/her Department Chair and, if requested, submittal of a physician’s statement as described above, use five days of his/her sick leave or the FSU sick leave bank (concurrent with any FMLA entitlement used) for the purpose of caring for the spouse, child, foster child, stepchild, parent, stepparent, brother, sibling, grandparent, grandchild of either the bargaining unit member or his/her spouse, person for whom the bargaining unit member is legal guardian, or for a person living in the bargaining unit member’s immediate household who is seriously ill. A bargaining unit member may apply to use additional sick leave time from his/her sick leave or the sick leave bank for these purposes. A request to use a total of 6-90 days shall be granted unless a majority of the Sick Leave Committee votes to deny the request or to authorize a lesser amount than that requested. A request to use a total of more than 90 days shall be granted if a majority of the Sick Leave Committee votes to approve the request. If a bargaining unit member’s request for the use of sick leave or sick leave bank for these purposes for more than five days is denied, the bargaining unit member must return to work for at least one full semester (six months in the case of a librarian) before applying again for the same illness for the same individual.
Bargaining unit members shall also be covered, as applicable, by the Family Medical Leave Act (for details, consult the Division of Human Resources) and by the Small Necessities Leave Act, which permits eligible employees to take up to a total of 24 hours of leave within a 12-month period to attend a child’s school activity or accompany a child or elderly relative to a doctor’s appointment.

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

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

(2) Semi-Annual Accounting of Membership. The campus personnel office shall provide to the Union a membership listing including the current number of sick leave days accumulated in the Sick Leave Bank by November 30 and March 30 of each year of this Agreement. The administration agrees to maintain an account of the Sick Leave Bank’s assets on each campus.

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

(4) Accrual of Sick Leave While Drawing from the Bank. A member of the Sick Leave Bank drawing upon the Bank who is also entitled to accumulate sick leave in

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accordance with University policy shall continue to do so except that the amount of such sick leave shall accrue in its full amount to the Sick Leave Bank and not to the member.

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

(6) Worker’s Compensation. A member of a Sick Leave Bank who receives workers’ compensation may not draw upon the Sick Leave Bank to supplement such compensation.

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

(8) Decisions of the Sick Leave Committee shall be final and binding and shall not be subject to Article 25, Grievance Procedure. The Committee may also recommend changes in Sick Leave Bank procedures, which shall, upon acceptance by the Administration and the union, become part of this Agreement.

(9) Sick Leave for Adoption & Foster Care. A bargaining unit member may use up to a maximum of ten days of accrued sick leave in a calendar year for the purpose of attending to necessary preparations and legal requirements related to the employee’s adoption of a child. A bargaining unit member may use up to a maximum of ten days of accrued sick leave in a calendar year for the purpose of attending to necessary preparations and/or legal proceedings related to foster care of DCF children, such as foster care reviews, court hearings, and MAPS training for pre-adoptive parents.

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

27.3.4 Family Leave Policy. The parties agree to the implementation of Trustee Policy #T93-123, “Family Leave Policy,” for bargaining unit members.

27.3.5 Parental Leave. For the purpose of caring for and/or preparing for the arrival/birth of an adoptive/biological child, bargaining-unit members shall receive parental leave as follows:

https://www.umassp.edu/sites/umassp.edu/files/content/policies/board/personnel/Personnel_Family_Leave.pdf
Supplemental Compensation (Benefits)

(a) Benefit: Upon request, an eligible bargaining-unit member shall receive a one-semester paid leave (24 weeks for librarians and faculty on calendar-basis appointments).

(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; 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. 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.

(d) Use of Sick Leave for Parental Leave: During the parental leave, the faculty member or librarian shall be required to use his or her accrued sick leave. Any otherwise eligible faculty member or librarian with insufficient accrued sick leave may draw against the Sick Leave Bank. FMLA leave shall run concurrent with such parental leave, and no affected faculty member or librarian may use sick leave or the Sick Leave Bank to extend this leave, unless such an extension is medically indicated. Any faculty member or librarian taking such a leave must join or be a member of the Sick Leave Bank prior to commencing the leave.

(e) Outside Activities During Parental Leave: Bargaining-unit members on parental leave may not engage in additional salaried employment, and during the leave, all University policies, including but not limited to those governing consulting and outside employment\(^{11}\) and conflict of interest\(^{12}\), shall continue to apply to the bargaining unit member as if that member were not on leave.

(f) Return Obligation: A bargaining-unit member who takes parental leave must return for one year of full-time service. A faculty member or librarian who takes a parental leave either immediately preceding or immediately following a sabbatical leave must return for one-and-a-half years of full-time service.

(g) Postponement and Restoration of TDY for Parental Status: The tenure decision year of a non-tenured faculty member who becomes the biological or adoptive parent of a child under five years of age will be delayed for one year upon written notification of the birth or adoption by the faculty member to the Department Chair, no later than six months after the birth or adoption of the child. A faculty member whose tenure decision year has been postponed under this provision and wishes to have the tenure decision year restored to its original date may do so by written notification to the Department Chair no later than three months prior to the start of the original tenure decision year.

\(^{11}\)https://www.umassp.edu/sites/umassp.edu/files/content/policies/board/academic/Fac_Consulting_Policy_UMA-UMB.pdf

\(^{12}\)https://www.umassp.edu/bot/policies?field_bot_policy_subject_tid=191&title=&=Apply

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

27.3.6 **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, child, stepchild, parent, stepparent, brother, sister, grandparent, grandchild, spouse’s parent, a person for whom the bargaining unit member is the legal guardian, a person for whom the bargaining unit member is primarily responsible for making funeral arrangements, or a person living in the bargaining unit member’s household. This leave may be used, at the option of the bargaining unit member, within 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, grandparent, or grandchild of the bargaining unit member’s spouse.

27.3.7 **Leave Without Pay.** Leaves without pay may be granted by the appointing authority for reasons of health, for advanced study and research, in connection with temporary employment or service which will be of value to the faculty member and the University, or for reasons related to family issues. A bargaining unit member who wishes to be awarded a leave without pay shall complete the application form available on the Provost’s Office website on each campus. This application shall be reviewed by the bargaining unit member’s Department Chair, Dean, and the Provost, who shall indicate their recommendations/decision on the leave approval form.

27.4 **Domestic Violence Policy:** Full-time bargaining unit members and part-time bargaining unit members with appointments of 50% time or more shall be granted fifteen days of paid leave (and up to six months of unpaid leave) for victims to attend to issues resulting from domestic violence.

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

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

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

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

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

27.8 **Longevity Bonus Payment**: At the time of retirement, bargaining unit members shall be entitled to a longevity bonus payment in the amount of 1.5 day’s pay for each year of service, including all paid leaves.

27.9 **Health and Welfare Trust**: The Administration and the Union agree to continue the Health and Welfare Fund in effect as of the date of this Agreement. The board of trustees of the Health and Welfare Fund composed of an equal number of representatives of the Administration and the Union, shall determine in their discretion and within the terms of this Agreement and the Agreement and Declaration of Trust such health and welfare benefits to be extended by the Health and Welfare Fund to bargaining unit members and/or their dependents. The contributions made by the Administration to the Health and Welfare Fund shall not be used for any purpose other than to provide health and welfare benefits and to pay the operating and administering expenses of the fund.

27.9.1 The Administration agrees to contribute the following amounts to the Health and Welfare Fund:

<table>
<thead>
<tr>
<th>Effective with the first pay period of:</th>
<th>Administration’s contribution to the Health &amp; Welfare Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 2014</td>
<td>$15.00 per FTE bargaining-unit member per week</td>
</tr>
<tr>
<td>January 2015</td>
<td>$15.50 per FTE bargaining-unit member per week</td>
</tr>
<tr>
<td>January 2016</td>
<td>$16.00 per FTE bargaining-unit member per week</td>
</tr>
<tr>
<td>January 2017</td>
<td>$16.50 per FTE bargaining-unit member per week</td>
</tr>
</tbody>
</table>

27.9.2 The contributions for state-funded bargaining unit members shall be made by the Administration in an aggregate sum within 45 days following the end of the calendar month during which contributions were collected. The amount of contributions for each fiscal year shall be based on the number of full-time equivalent bargaining unit members as of the last payroll period in the month of October; provided, however, that for non-state funded bargaining unit members the number of full-time equivalent bargaining unit members may be surveyed quarterly during such fiscal year.

27.9.3 No dispute over a claim for any benefits extended by this Health and Welfare Fund shall be subject to Article 25, Grievance Procedure.

27.9.4 It is expressly agreed and understood that the Administration does not accept, nor is the Administration to be charged with hereby, any responsibility in any manner connected with the determination of liability to any bargaining unit member claiming any of the benefits extended by the Health and Welfare Fund; such liability shall be limited to the contributions indicated under Subsection 27.9.1.
27.10 **Tuition Remission and Fee Waiver Policies.**

27.10.1 **Tuition Remission.** The Board of Trustees Systemwide Tuition Remission Policy for Higher Education Employees in effect on July 1, 1986, will remain applicable to bargaining unit members during the life of this Agreement (see the Office of the President website for current policies). Neither this Policy, its application, nor its procedure shall be subject to the provisions of Article 25, Grievance Procedure. For credit-bearing and non-credit continuing education courses (through the College of Advancing and Professional Studies), eligible bargaining-unit members, their spouses, and their qualifying dependents shall receive remission equal to 50% of tuition, exclusive of all other fees, costs, books, and supplies.

Effective September 1, 2005, retired faculty members and librarians who were members of the bargaining unit at the time of retirement shall continue to be eligible for employee tuition waivers. Any denial of such waivers will be subject to Article 25, Grievance Procedure. These waivers shall not apply to the spouses, domestic partners, or dependents of retirees.

27.10.2 **Curriculum Fee Waiver.** Through August 31, 2015, curriculum fees for dependents of bargaining unit members eligible for tuition waivers under Trustee policy shall remain at the level in effect as of February 20, 2009. Effective September 1, 2015, curriculum fees for spouses and dependents of such bargaining-unit members shall be as follows:

(a) **Benefit:** An eligible spouse or dependent shall receive a waiver equal to fifty percent of current campus curriculum/operating fees.

(b) **Eligibility:** Spouses and dependents of bargaining-unit members who are eligible for tuition remission shall be eligible for partial curriculum fee waivers under the following conditions:

(1) The spouse or dependent is a full- or part-time undergraduate student;

(2) The spouse or dependent meets the definitions of “spouse” or “dependent” used in the Trustee policy on tuition remission.

(3) The benefitted bargaining-unit member has completed two years of service if full-time or has completed four years of service if part-time.

(4) The benefitted bargaining-unit member is not on unpaid leave with the exception of those on Military Leave, Worker’s Compensation, and FMLA, who shall retain eligibility under those leaves.

(c) **Effect of Separation on Eligibility.** Should the bargaining-unit member separate from his/her position, the waiver shall be extended only through the semester in which the separation occurred. However, the spouse and dependent children of a retired or deceased bargaining-unit member may retain eligibility under these conditions:

- If the bargaining-unit member retires while a dependent child or spouse is enrolled in an undergraduate program of study or undergraduate degree program, the spouse or child may complete such program with the waiver, provided the enrollment is continuous.

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13 https://www.umassp.edu/sites/umassp.edu/files/content/policies/admin/human-resources/Tuition_Waiver_Policy.pdf

14 https://www.umassp.edu/employee-center/tuition-waiver-remission
If an eligible bargaining-unit member who has completed at least five years of full-time equivalent service dies, the surviving spouse and dependent children shall be eligible to enter and/or complete one full undergraduate program of study or undergraduate degree program with the waiver.

27.10.3 **Effect of Tuition Retention Plan.** The parties agree that the introduction of so-called Tuition Retention shall not reduce the value of tuition and fee benefits currently enjoyed by members of the bargaining unit and the spouses, domestic partners, and dependents under the predecessor Board of Trustees Tuition Remission Policy,¹⁵ and that all current practices shall remain in full force and effect; provided that, pursuant to a provision contained in the Memorandum of Agreement executed by the parties on or about November 14, 2015, the parties are now engaged in re-opener negotiations concerning tuition and fee benefits, and, therefore, agree to implement any agreement, made pursuant to such negotiations in accordance with such agreement.

27.10.4 If the University and the Commonwealth of Massachusetts reach agreement on and put into effect a tuition retention plan whereby the University retains in-state tuition, the terms of the above tuition-remission and fee-waiver policies shall remain in effect for the duration of this Agreement and the parties shall renegotiate the terms of this provision, which shall not be less favorable to bargaining unit members than under this plan.

27.11 **Dependent Care Assistance Program:** The Administration agrees to continue during the term of this Agreement the current voluntary Dependent Care Assistance Program (DCAP),¹⁶ which complies with the requirement for federal tax deductibility.

27.12 **TDY Changes Related to Family Needs:** The circumstances under which a faculty member may request alteration of the tenure decision year, as described in Trustee Policy T76-081 section 6.2(e),¹⁷ shall include family needs.

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¹⁵ [https://www.umassp.edu/sites/umassp.edu/files/content/policies/admin/human-resources/Tuition_Waiver_Policy.pdf](https://www.umassp.edu/sites/umassp.edu/files/content/policies/admin/human-resources/Tuition_Waiver_Policy.pdf)


¹⁷ [https://www.umassp.edu/sites/umassp.edu/files/content/policies/board/personnel/Academic_Personnel_Policy_UMASS_A-B.pdf](https://www.umassp.edu/sites/umassp.edu/files/content/policies/board/personnel/Academic_Personnel_Policy_UMASS_A-B.pdf)
Article 28. Maintenance Of Policies

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

(a) policy on sabbatical and other leaves (appended);
(b) policies on “Intellectual Property,”18 “Conflicts of Interest Relating to Intellectual Property and Commercial Ventures,”19 and “Faculty Consulting and Outside Activities”;20 and
(c) policy on additional faculty compensation (T01-012).21

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18 Trustee Document T96-040 at https://www.umassp.edu/sites/umassp.edu/files/content/policies/board/academic/IntellecPropUMA-Boston.pdf
19 Trustee Document T96-039 at https://www.umassp.edu/sites/umassp.edu/files/content/policies/board/academic/Con_of_Inter_UMA-Boston.pdf
20 Trustee Document T96-047 at https://www.umassp.edu/sites/umassp.edu/files/content/policies/board/academic/Fac_Consulting_Policy_UMA-UMB.pdf
21 Trustee Document T01-012 at https://www.umassp.edu/sites/umassp.edu/files/content/policies/board/academic/Policy_on_Additional_Faculty_Compensation.pdf
Article 29. Effect of Agreement

It is acknowledged that during the negotiations that resulted in this Agreement the Union had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining. Therefore, for the life of this Agreement, this Agreement shall constitute the total agreement between the parties and the Union agrees that the Administration shall not be obligated to any additional collective bargaining.
Article 30. Cost Items and Appropriation by the General Court

30.1 The cost items contained in this Agreement (including Articles 26.1. through 26.2 and 27.9) are specifically subjected to additional, complete and identifiable appropriation by the General Court and shall not become effective unless the appropriation necessary to fund fully such cost items has been enacted in accordance with Massachusetts General Laws, Chapter 150E, Section 7 and allocated by the Governor to the Board of Trustees, in which case the cost items shall be effective on the dates provided in this Agreement.

30.2 All bargaining unit members shall receive the benefit of the cost items of this Agreement in the cases where those cost items are effective for state-funded employees. In the case of institute, grant or contract employees, support funds must be available in the specific institute, grant or contract budget for the fiscal year in which payment must be made.

30.3 The Administration shall make a request for the funding of this Agreement as required by Massachusetts General Laws, Chapter 150E, Section 7. In the event that the additional specific, complete and identifiable funding in each year of this Agreement is not fully provided, the cost items shall be returned to the parties for further bargaining.
Article 31. Seniority for Administrative Service

31.1 Persons originally hired to a title currently in the bargaining unit and who are now in non-bargaining unit positions and persons who move from a bargaining unit position to a non-bargaining unit position shall retain seniority accrued in the position that is currently in the bargaining unit.

31.2 Such persons may accrue up to five (5) additional years of seniority while in the non-bargaining unit position.

31.3 The Union upon the request of such an above-mentioned person may consider said person's request for additionally accrued seniority above five (5) years. The decision of the Union shall be final.
Article 32. Separability

32.1 In the event that any provision of this Agreement is in whole or in part declared to be illegal and/or invalid by any court, tribunal or administrative agency having competent jurisdiction, or in the event that compliance with or enforcement of any provision of this Agreement is restrained in whole or in part by any court, tribunal or administrative agency having competent jurisdiction, then all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect and shall continue to be binding upon the parties hereto.

32.2 In such an event as described in Section 32.1, the parties shall meet within thirty (30) calendar days after either party receives written notice from the other in an attempt to renegotiate in conformity with the law.
Article 33. Annual Evaluation of Bargaining Unit Faculty

33.1 Departmental Personnel Committees and academic administrative officials, as appropriate, shall evaluate all bargaining-unit faculty members annually in accordance with each campus’s master calendar.

33.2 For the life of this Agreement and for the purposes of this Article, the forms currently in use on the Boston campus entitled “Annual Faculty Report and Evaluation of Professional Activities” (AFR) will serve as the evaluation form for bargaining-unit faculty members whose appointments are 50% FTE or greater. The parties agree that the Administration may amend the teaching section of the Annual Faculty Report and Evaluation of Professional Activities to include the following instruction: “Please indicate if any of the courses are honors courses, general education courses, or interdisciplinary courses.”

Bargaining-unit faculty members whose appointments are less than 50% FTE shall also be evaluated annually using evaluation instruments designated or devised by their Department Chairs in consultation with the relevant Departmental Personnel Committees. Should any evaluation instrument other than the AFR be devised for such use, the Administration shall provide a copy of the proposed instrument to the Union at least 60 days before its implementation. If the Union does not raise objections to the content of the instrument within 30 days of receiving the instrument, the Administration may implement it. If the union raises objections within 30 days of receiving the instrument, the Administration will either negotiate the instrument’s content or will revert to using a previously approved instrument.

33.3 The evaluation of each bargaining-unit faculty member, regardless that person’s full-time equivalency, shall address that person’s performance of his/her assigned duties and responsibilities during the year under review. All recorded union activity in an AFR shall be credited as University service.

33.4 Each department, program or other analogous unit shall develop or adopt one or several modes appropriate to the process of evaluating teaching in that unit, as well as procedures for the administration of student evaluations of teaching. Over time, the annual evaluations of teaching should attempt to capture the total contribution of the candidate to the instructional mission, both inside and/or outside the classroom, through multiple modes of evaluation, not just student evaluations. For faculty involved in graduate education, the annual evaluation should address their effectiveness in advising and mentoring graduate students.

33.5 During a faculty member’s annual review, the Departmental Personnel Committee shall present its findings at the appropriate place on the “Annual Faculty Report and Evaluation of Professional Activities” form or, in the case of faculty with appointments less than 50% FTE, on the evaluation instrument used in that department.

33.6 Each faculty member retains the right to respond in writing to any written comments made by any individual or group of individuals on his/her evaluation and to have the response affixed to the evaluation.

33.7 For the purpose of discussing the faculty member’s performance and/or the written comments already provided, each faculty member shall have the right, upon request, to meet once each academic year with each of the following:

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22 https://www.umb.edu/faculty_staff/afr
(a) the Chair of the Departmental Personnel Committee and/or representatives of the Departmental Personnel Committee;
(b) the Chair of the department, program or other analogous unit;
(c) the Dean or other analogous academic administrative official.

The Chair, Dean, or other analogous academic administrative official of the department, program, or other analogous unit shall have the right to require a face-to-face meeting with a faculty member as part of the annual review process.

33.8 Student evaluations and other instruments of teaching evaluation 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.

33.9 At the time of annual evaluation, each non-tenure track faculty member who has received a continuing appointment and his/her Department Chair shall meet to discuss whether the current job description accurately reflects the individual's assigned duties and responsibilities and to make any necessary revisions. This review is for the sole purpose of updating job descriptions and shall not be used in any evaluative process.

33.10 The University Administration may return an AFR to a faculty member, Personnel Committee, Chair, Dean, or other contributor to that AFR for revision if the Administration has evidence that such contributor has provided erroneous, misleading, or grossly inappropriate information in the AFR. In such cases, the Administration shall simultaneously notify the Union of the AFR's remanding.

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

34.1 Periodic Multi-Year Review of tenured faculty members and librarians on continuing appointments shall be conducted in accordance with the "Policy on Periodic Multi-Year Review," attached hereto as Appendix A and Appendix A(1).

34.2 During each academic year, the campus shall allocate $2,500 to the respective college development fund for each faculty member who is scheduled to undergo Periodic Multi-Year Review or who is promoted to the rank of professor. The Employer/University Administration shall notify each faculty member who is undergoing PMYR or who is promoted to the rank of professor that such development funds exist and that such funds may be requested as part of the faculty member's PMYR statement or, in the case of a promoted faculty member, other suitable statement. Any funds requested may be awarded in accordance with the Policy on Periodic Multi-Year Review of Faculty (PMYR), which is included in this Agreement as Appendix A. Any funds not requested or awarded or any residual funds remaining after two (2) years from the date of the award will be available for general faculty development purposes in a manner to be determined by the college, including grants to the Center for the Improvement of Teaching for individuals who have undergone Periodic Multi-Year Review.

During each academic year, the campus will allocate $93,500, less any amounts allocated pursuant to the above paragraph, to college development funds in proportion to the number of tenure system faculty members in each respective college to be used for general faculty development purposes in a manner to be determined by the college.
**Article 35. Continuing Education and Distance Learning**

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

35.1 The procedure for the development and approval of DL courses shall be determined through the established governance process on each campus. Normally, courses shall be developed and taught by members of the bargaining unit. However, if no member of the bargaining unit is willing or qualified to develop and/or teach a course, the College of Advancing & Professional Studies [CAPS] may, with academic departmental approval, contract with individuals outside the unit to develop and/or teach such course.

35.2 The name and campus affiliation of the faculty member who teaches a DL course and the name of the individual who developed the course content and materials (if different) shall be identified.

35.3 At the discretion of the instructor, and with prior notification to CAPS, at least one opportunity for "in-person" (same place, same time) interchange between the instructor and students, or among students, may be built into a DL course. However, the "in-person" opportunity cannot be a course requirement and reasonable accommodations (the reasonableness to be determined by agreement between the instructor and CAPS) shall be made for any students for whom such an interchange would present a hardship.

35.4 When software is deemed necessary, by mutual agreement of the instructor and CAPS, for teaching a DL course, it shall be provided to the instructor at no cost.

35.5 The evaluation of teaching in DL courses shall be subject to the provisions of Article 33 of the Agreement.

35.6 Faculty will have access to technical support to the extent that it is currently provided on each campus.

35.7 Generally, faculty teaching online shall not be monitored by anyone without the faculty member's consent. However, in the event of student complaints about the instructor of a DL course, the instructor shall be notified and given an opportunity to address the problem. Only after notification, and after sufficient opportunity has been provided for the instructor to address the concern, shall electronic monitoring be allowed. Instructors shall be informed if they are subject to electronic monitoring. Monitoring shall be limited to the specific course and semester for which the complaints were received. However, if complaints are received late in the semester or after the completion of a course, monitoring may extend for one subsequent semester. Monitoring shall be limited to that which is reasonably related to the nature of the complaint(s) and shall not impinge on the academic freedom of the instructor. This provision is not intended to restrictive usual administrative practices such as collecting data for reports or ensuring that course content is ready when the course is set to commence.

35.8 Course content and materials that are developed by a faculty member and associated with DL courses shall be treated as Exempted Scholarly Works under the Policy on Intellectual Property. However, such content and materials shall not be subject to the exceptions or

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23https://www.umassp.edu/sites/umassp.edu/files/content/policies/board/academic/IntellecPropUMA-Boston.pdf
exclusions of the Policy, such as those set forth in Section III.B, nor shall the faculty member be required to license such content and materials to the University, without specific agreement among the faculty member, the University, and the Union. In addition, a separate intellectual property agreement may be reached in order to meet external grant or contract requirements.

35.9 The current stipends shall serve as the minimum stipends for the duration of the Agreement.
Article 36. Successorship

36.1 In the event that the University of Massachusetts at Boston or Amherst is consolidated or merged into or with any other division, school, college or component of the Massachusetts system of public higher education during the life of this Agreement, the present bargaining unit as defined in Section 2.1 shall remain distinct and this Agreement shall remain in full force and effect.

36.2 Notwithstanding Section 2.2 or any other provisions of this Agreement to the contrary, it is the declared intention of the parties not to include or accrete into this bargaining unit as a consequence of any such consolidation or merger individuals who, on the day prior to such consolidation or merger, were not employees of the University of Massachusetts, regardless of their title or classification, unless the parties mutually agree to such inclusion or accretion.

36.3 In the event there is a successor or successors in interest to the Board of Trustees of the University of Massachusetts, such successor(s) shall be bound by and shall assume all the rights, duties and obligations of the Board as if such successor(s) in interest were a named party and signatory to this Agreement.
**Article 37. Duration**

37.1 This Agreement shall be for the three-year period from July 1, 2014, through June 30, 2017, and the terms contained herein shall become effective on the date of its execution by the parties, except as otherwise specified herein.

37.2 On or before January 15, 2017, the parties shall exchange their bargaining demands for changes in the current Agreement. No new bargaining demands may be submitted after said date without the mutual consent of both parties. The parties shall commence negotiations for a successor Agreement no later than February 1, 2017. In the event that either party fails to meet the requirements set forth above, said party shall be deemed to have waived its right to seek changes in the current Agreement. If both parties fail to comply with the requirements set forth above, the terms of the current Agreement shall continue for an additional three-year period from July 1, 2017, through June 30, 2020. If bargaining for a successor Agreement is properly commenced as required herein, this Agreement shall remain in full force and effect until a successor Agreement is executed or an impasse in negotiations is reached.

37.3 This Agreement is entered into as of midnight on the 29th day of October, 2014 and shall become effective July 1, 2014 retroactively.
Signatories

On behalf of the FSU

Marlene Kim, FSU President

Bargaining Team:
Michelle Gallagher, MTA Consultant and
Chief Negotiator
Eric Berlin, MSP Bargaining Team
David Gross, MSP Bargaining Team
Elizabeth McEneaney, MSP Bargaining Team
Asha Nadkarni, MSP Bargaining Team
Randall Phyliss, MSP Bargaining Team
Christopher Fung, FSU Bargaining Team
Jonathan Millman, FSU Bargaining Team
Tina Mullins, FSU Bargaining Team
Amy Todd, FSU Bargaining Team
Lori Reardon, MSP Staff
Lorenzo Nencioli, FSU Staff

On behalf of the University

Care Corner-Dolloff, UMB Director of Employee Relations

Representing:
John Bryan, UMass Amherst Vice Provost and Co-Chief Negotiator
Kumble R. Subbaswamy, UMA Chancellor
Katherine Newman, UMA Provost
Keith Motley, UMB Chancellor
Winston E. Langle, UMB Provost
Jennifer Normanly, UMA Bargaining Team
Peter Langer, UMB Bargaining Team
Emily McDermott, UMB Bargaining Team
Anita Miller, UMB Bargaining Team
Daniel Ortiz, UMB Bargaining Team
Appendix A: Policy on Periodic Multi-Year Review of Faculty (PMYR)

PREAMBLE

The practice of regular annual review of faculty performance based upon an annual faculty report (AFR) and involving peer review by departmental personnel committees and administrative review by chairs and deans is well established on the 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 faculty members continue to review their professional activity every year of their careers at the University, including after tenure and promotion, the AFR must be a principal ingredient of any process of post-tenure review.

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

A multi-year review of all faculty, which is distinct from the annual and major personnel action reviews, serves a number of internal purposes. First, such a review expands the narrow time window of the annual reviews into an overview of a faculty member's interests, capabilities, and performance that will both inform evaluations and rewards and aid academic planning. Second, such periodic overviews make possible timely consultation, intervention, and assistance that will stimulate and encourage professional development. 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.

Purpose

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

**Principles**

1. Our present review procedures encourage short-term assessment of individual accomplishment. PMYR should foster a longer term view of an individual’s performance and contributions to the University.

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

3. PMYR is neither retenuring nor a major personnel action as defined in the collective bargaining agreement and would not alter or affect in any way Article X of the contract or any aspects of the contract dealing with termination or discipline.

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

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

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

7. PMYR is intended to recognize that individual interests and abilities of faculty members (and interests and needs of departments) may change over time, and that, if a faculty member so chooses, she/he might be able to meet her/his 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 members. Persons who have indicated, in writing, their intention to retire within a three-year period will not have a PMYR.

2. The first formal consideration of an associate professor for promotion to full professor may be substituted for the initial PMYR unless such promotion consideration is delayed beyond seven years past the promotion to associate professor.

3. The time of the PMYR may be altered, upon written agreement between the individual and the department chair, in the following circumstances.
Appendix A: Policy on Periodic Multi-Year Review of Faculty (PMYR)

a. When the faculty member is named to a full-time administrative appointment, the faculty member will have the option of delaying the review for up to three years following the return to normal faculty assignments.

b. When the faculty member is granted a leave without pay for an academic year. A leave of less than one academic year in duration shall not affect the time of the PMYR.

c. When the faculty member expresses in writing his or her intention to retire within three years of the time of the scheduled review, the review shall be canceled. If the intention to retire is rescinded, the faculty member shall 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.

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

Review Materials

The foundation of the review will include a brief statement, not to exceed 2,000 words, submitted by the faculty member that summarizes and assesses her/his principal activities during the period since the last review and states her/his intentions for achieving her/his goals in the areas of teaching, research and scholarship, creative and/or professional activity, and service in the coming years. The statement should mention, as appropriate, such matters as her/his 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 her/his work, the statement will include any requests for additional developmental support needed for that initiative or change in direction.

The faculty member will also submit a current curriculum vitae, and the department chair will provide copies of the faculty member’s annual faculty evaluations (AFRs) for the prior six years and the current year, including any supplemental materials that have accompanied those 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 she/he 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 she/he needs to make significant changes in his/her 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 she/he can alter his work and develop effectively and to prepare a Development Plan (see "Development Plan" below). In this discussion, the individual will have the opportunity to initiate the formulation of her/his 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:

(i) the individual's performance and future plans indicate that she/he is likely to be successful in achieving those plans if the support is provided;

(ii) the individual's plans involve a substantial change in the nature of her/his work; and

(iii) 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 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 her/his reasons for nonconcurrence in written detail and will also specify in detail steps that she/he believes are necessary to formulate a successful development plan (see "Development Plan" below).
Appendix A: Policy on Periodic Multi-Year Review of Faculty (PMYR)

If the DPC or the Department Chair recommends Category II or if the dean indicates nonconcurrency 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 her/his professional progress and making it possible for her/him 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; 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 the Improvement of 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 nonconcurrency, 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 her/his 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 her/his 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 state, 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.
Appendix A: Policy on Periodic Multi-Year Review of Faculty (PMYR)

After the conclusion of a PMYR, the administration, using its existing authority, may decide whether or nor 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.

Attachment B:

Scheduling of Periodic Multi-Year Reviews

A faculty member will normally have a PMYR in the academic year two years preceding
his or her next scheduled sabbatical. A faculty member who takes half-sabbaticals will
normally have a PMYR in the academic year two years preceding his or her second half-
sabbatical in a seven-year sabbatical cycle. A faculty member will not normally have his or
her PMYR within six years of a successful promotion or tenure review. Departments
normally should not have a clustering of PMYRs in any individual year. On the basis of
these guidelines, each department chair or center head, in consultation with the affected
members of the department or center, will develop a schedule for PMYR for all tenured
members of the department or center. This schedule will be submitted to the dean for
approval.
Appendix A(L): Policy on Periodic Multi-Year Review of Librarians (PMYR)

1. PREAMBLE
The practice of regular annual review of librarian performance based upon an annual report and involving peer review by the Librarians’ Personnel Committee and administrative review by supervisors and the DOL is well established on the Boston campus. The annual review 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 librarian performance even in the absence of merit. Because librarians continue to review their professional activity every year of their careers at the University, including after continuing appointment and promotion, the annual review must be a principal ingredient of any process of post-continuing appointment review.

In addition, significant multi-year reviews of librarian performance are conducted at the time of major personnel actions: continuing appointment and promotion to Librarian V. These reviews evaluate the performance of the librarian in the established categories, including the expectation of continued professional development and performance.

A multi-year review of all librarians, 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 librarian’s interests, capabilities, and performance that will both inform evaluations and rewards and aid academic planning. Second, such periodic overviews make possible timely consultation, intervention, and assistance that will stimulate and encourage professional development, new initiatives, and/or changes in direction that will benefit both the librarian and the institution. The multi-year review will also effectively account for librarians’ professional activity.

In adopting a PMYR policy, the university and the librarians on continuing appointments, 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.

2. PURPOSE
The primary purpose of Periodic Multi-Year Review (PMYR) is to assist librarians on continuing appointment in their continuing professional development. A librarian who has been awarded continuing appointment has demonstrated excellent performance and represents a large investment on the part of the University. Continuing appointment is awarded on the basis of an expectation that the librarian 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 librarians and their contributions to the University are maximized throughout their careers.

3. PRINCIPLES

3.1 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.

3.2 PMYR must assure the protection of the librarian’s academic freedom, and right to full and free inquiry, as prescribed in the contract.
3.3 PMYR is neither reappointment nor a major personnel action as defined in the collective bargaining agreement.

3.4 PMYR should be appropriately linked to the annual evaluation and should not involve the creation of additional unnecessary bureaucracy.

3.5 PMYR should include both self-assessment and internal peer review, as well as assessment by the supervisor and DOL.

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

3.7 PMYR is intended to recognize that individual interests and abilities of librarians may change over time, and that librarians may meet their professional responsibilities to their department in varied and changing ways.

4. TIMING OF PROCESS

4.1 PMYR is to be conducted every seven years for all librarians on continuing appointments at half-time or greater. Persons who have indicated, in writing, their intention to retire within a three-year period will not be subject to PMYR.

4.2 The first formal consideration of a Librarian III for promotion to Librarian IV may be substituted for the initial PMYR unless such promotion consideration is delayed beyond seven years past the promotion to Librarian III. If a person is formally considered for promotion to Librarian IV but not promoted and is not subsequently reconsidered for promotion in the interval before the next sabbatical, PMYR will take place two years before the scheduled year of that sabbatical. In the event an individual is promoted to Librarian V within two years prior to a scheduled PMYR, that review may substitute for the scheduled PMYR.

4.3 The timing of the PMYR may be altered, upon written agreement between the individual and the DOL, in the following circumstances:

a) When the librarian 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.

b) When the librarian expresses in writing his or her intention to retire within three years of the time of the scheduled review, the review shall be canceled. If the intention to retire is rescinded, the librarian shall undergo PMYR in the next annual cycle or during the annual cycle in which the librarian had originally been scheduled to undergo PMYR, whichever is later.

c) Upon request initiated by the librarian and approved by the supervisor and the DOL.

5. REVIEW MATERIALS

The foundation of the review will include a brief statement, typically between 1000-2000 and not to exceed 2500 words, submitted by the librarian that summarizes and assesses his/her principal activities during the period since the last PMYR or promotion review, and his/her professional goals and approach to achieving such goals in the coming years. If the individual’s statement calls for a major new initiative or change in the direction of her/his work, the statement will include any requests for additional developmental support needed for that initiative or change in direction. In addition, the librarian will submit a current curriculum vitae. The supervisor will supply the annual evaluation reports for the prior six years and the current year. The librarian may, at his/her option, provide any supporting materials that accompanied the annual evaluations.

6. REVIEW PROCESS

The Librarians’ Personnel Committee [hereafter referred to as LPC] and the immediate supervisor will review the individual’s annual evaluations, curriculum vitae, and the submitted statement. After review of the materials, the LPC and the immediate supervisor will each recommend that the statement submitted by the librarian be either:
Appendix A(L): Policy on Periodic Multi-Year Review of Librarians (PMYR)

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

A copy of any recommendation or decision made by a Personnel Committee or academic
administrator with respect to a librarian’s Periodic Multi-Year Review shall be sent to the
librarian at the time the recommendation is forwarded to the next level of review or the
decision is made.

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

If both the LPC and the immediate supervisor recommend “Statement accepted” and the
DOL concurs, then no further action will be taken, and the review will be concluded. If the
DOL does not concur, the statement along with specific comments from the DOL explaining
the nonconcurrence will be returned to the librarian, Personnel Committee, and immediate
supervisor for revision.

If either the LPC or the immediate supervisor recommends “Statement revised,” or the Dean
indicates nonconcurrence, the LPC and immediate supervisor shall meet with the
individually to discuss ways of optimizing the librarian’s professional contribution through a
revised statement. The librarian shall be allowed to present any supplemental
documentation about his or her performance at this time. The intent of the revised
statement is to support and encourage the librarian’s effective contribution and
professional development, and it shall in no way impinge on the librarian’s academic
freedom. Opportunities to develop professionally may include, but are not limited to,
consultation with colleagues to assist in problem areas, a change in department
assignments to facilitate improvement in performance, the design of a sabbatical leave
which is crafted to address the identified needs, and referral to the Center for Innovative
Teaching, if appropriate.

If a revised statement agreeable to the librarian, the LPC and the immediate supervisor
cannot be achieved, the situation will be referred to a three-person appeal committee, one
member of which is to be nominated and elected by the members of the Librarians Council
to serve for a period of two years, one member of which is to be appointed by the DOL to
serve for a period of two years, and one member of which will be selected by the librarian to
serve as his or her representative. The librarian shall have the right to remove any
committee members (up to six) whose participation he or she deems inappropriate. The
committee including the librarian’s representative will draft a statement in consultation
with the immediate supervisor, the LPC and the librarian. This will be the revised
statement when adopted by majority vote of the committee.

The revised statement will address the issues identified, will include a timetable and criteria
for a follow-up review to take place in three years, and will be signed by the librarian, the
immediate supervisor, and the DOL to signify that all parties have received copies. The
Appendix A(L): Policy on Periodic Multi-Year Review of Librarians (PMYR)

revised statement may include a reallocation of the librarian's effort and such reallocation will itself not diminish the librarian's entitlement to merit funds; nor shall it impinge on his/her academic freedom. The revised statement also will indicate what resources or other support will be devoted to promoting the success of the revised statement.

Participation in the PMYR process as described above is required of all librarians on continuing appointments at half-time or greater.

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

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

7. ASSESSMENT

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

Periodically after implementation of PMYR, the parties will jointly evaluate and report to the campus on how the policy is working.
Appendix B: Waiver of Right of Access to Letters of Recommendation

__________________________  ____________________________
Name                  Personnel Review Affected
__________________________
Academic Year

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

I also understand the following:

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

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

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

(4) that I may comment upon the appropriateness of the individuals whose letters were solicited, and that I may comment on the substance and appropriateness of any letters I am allowed to see.
Appendix B: Waiver of Right of Access to Letters of Recommendation

PLEASE SIGN ONE LINE ONLY

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

____________________________   __________
Signature                      Date

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

____________________________   __________
Signature                      Date

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

____________________________   __________
Signature                      Date

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

____________________________   __________
Signature                      Date
Appendix C: University of Massachusetts Sabbatical Leave Policy

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

2. All tenured faculty members who have given the University at least six years of service (including all approved paid leaves) at the rank of Instructor, Assistant Professor, Associate Professor, or Professor shall be considered eligible for sabbatical leave and may apply. The first sabbatical may be taken after receiving tenure or after 6 years of full-time-equivalent service, whichever is later, but the initial application may be delayed at the faculty member’s discretion. Sabbatical leaves will be awarded after thorough review and evaluation of the merits of the individual leave proposal. The Academic Personnel Policy of the University of Massachusetts (T76-081, the “Redbook”) describes the general criteria for the award of sabbatical leaves, subject to the availability of funds and a request by the faculty member, as follows:

   2.1 A record of achievement, service, and contribution during the years of service prior to the leave period that provides reasonable expectation that the objectives of the sabbatical project will be achieved.

   2.2 A sabbatical leave project which promises to contribute to the development of the faculty member in areas of teaching; of research, creative or scholarly activity; and/or of professional service capability, and hence contribute to the institution as a whole upon the return to the University for at least one year following the academic year in which the sabbatical leave takes place.

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

4. Sabbatical leaves can be taken in three ways:

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

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

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

5. Sabbatical compensation

   5.1 Tenured faculty members will be eligible for sabbatical leave at a salary percentage based on their accrued semesters of full-time equivalent service. This percentage will be determined by multiplying by 4.167% the number of semesters of qualified service. Qualified service includes all semesters of full-time equivalent service that have not been used for any prior sabbatical leave. Qualified service excludes any academic year during which a sabbatical leave is taken, except that for a faculty member who takes the option of two non-consecutive semesters, or a faculty member who takes the option of a spring-fall sabbatical leave, qualified service excludes only those two semesters. No sabbatical leave of any length may be compensated at more than 100% of salary.
Appendix C: University of Massachusetts Sabbatical Leave Policy

Sabbatical leaves may, at the request of the faculty member, be compensated at a percentage of salary determined by semesters of full-time equivalent service accrued, up to 100%. Faculty members may determine the number of sabbatical credits they devote to any sabbatical leave. (Faculty members should be aware that any sabbatical leave taken at less than 50% pay will suspend payment of benefits during that sabbatical leave.) Any unused sabbatical credit shall be carried forward and available for use toward the next sabbatical leave, up to a maximum of 100%.

5.2 Year-by-year eligibility for sabbatical leave is displayed on the attached chart. Sabbaticals may generally not be taken more often than once in any three-year period; exceptions to this provision may be granted with the approval of the Department Chair, Dean, and Provost. A two-semester non-consecutive sabbatical is considered a single sabbatical leave and does not require the granting of an exception.

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

6. Faculty members who are on full salary sabbatical leave may not engage in salaried employment in this country or elsewhere, however desirable the experience, except as provided for in the “Policy on Faculty Consulting and Outside Activities” (Trustee Policy T96-047)24 This does not preclude acceptance of scholarships, fellowships, or grants for the purpose of research and study for which no services are required, or Fulbright lectureships when teaching is combined with research. A faculty member on a partial-salary sabbatical leave may, with the prior approval of the Dean and Provost, accept outside remuneration for work directly relevant to his or her teaching, research, creative or professional activity, or service.

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

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

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

Appendix C: University of Massachusetts Sabbatical Leave Policy

Representatives of the Union and Administration shall discuss and resolve any such applications that are denied.

<table>
<thead>
<tr>
<th>semesters of credit</th>
<th>% of semester salary</th>
<th>single semester benefit eligibility</th>
<th>% of full year salary</th>
<th>full year benefit eligibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>8.3</td>
<td>not eligible</td>
<td>4.2</td>
<td>not eligible</td>
</tr>
<tr>
<td>2</td>
<td>16.7</td>
<td>not eligible</td>
<td>8.3</td>
<td>not eligible</td>
</tr>
<tr>
<td>3</td>
<td>25.0</td>
<td>not eligible</td>
<td>12.5</td>
<td>not eligible</td>
</tr>
<tr>
<td>4</td>
<td>33.3</td>
<td>not eligible</td>
<td>16.7</td>
<td>not eligible</td>
</tr>
<tr>
<td>5</td>
<td>41.7</td>
<td>not eligible</td>
<td>20.8</td>
<td>not eligible</td>
</tr>
<tr>
<td>6</td>
<td>50.0</td>
<td>full benefits</td>
<td>25.0</td>
<td>loss of benefits</td>
</tr>
<tr>
<td>7</td>
<td>58.3</td>
<td>full benefits</td>
<td>29.2</td>
<td>loss of benefits</td>
</tr>
<tr>
<td>8</td>
<td>66.7</td>
<td>full benefits</td>
<td>33.3</td>
<td>loss of benefits</td>
</tr>
<tr>
<td>9</td>
<td>75.0</td>
<td>full benefits</td>
<td>37.5</td>
<td>loss of benefits</td>
</tr>
<tr>
<td>10</td>
<td>83.3</td>
<td>full benefits</td>
<td>41.7</td>
<td>loss of benefits</td>
</tr>
<tr>
<td>11</td>
<td>91.7</td>
<td>full benefits</td>
<td>45.8</td>
<td>loss of benefits</td>
</tr>
<tr>
<td>12</td>
<td>100.0</td>
<td>full benefits</td>
<td>50.0</td>
<td>full benefits</td>
</tr>
<tr>
<td>13</td>
<td></td>
<td></td>
<td>54.2</td>
<td>full benefits</td>
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<tr>
<td>14</td>
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<td></td>
<td>58.3</td>
<td>full benefits</td>
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<td>62.5</td>
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<td>16</td>
<td></td>
<td></td>
<td>66.7</td>
<td>full benefits</td>
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<tr>
<td>17</td>
<td></td>
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<td>70.8</td>
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<td>75.0</td>
<td>full benefits</td>
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<td>79.2</td>
<td>full benefits</td>
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<td></td>
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<td>83.3</td>
<td>full benefits</td>
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<tr>
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<td></td>
<td></td>
<td>87.5</td>
<td>full benefits</td>
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<tr>
<td>22</td>
<td></td>
<td></td>
<td>91.7</td>
<td>full benefits</td>
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<tr>
<td>23</td>
<td></td>
<td></td>
<td>95.8</td>
<td>full benefits</td>
</tr>
<tr>
<td>24</td>
<td></td>
<td></td>
<td>100.0</td>
<td>full benefits</td>
</tr>
</tbody>
</table>
Appendix C(L): University of Massachusetts Sabbatical Leave Policy for Librarians

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

11. All librarians on continuing appointment who have given the University at least six years of service (including all approved paid leaves) at the rank of Librarian I, II, III, IV, or V shall be considered eligible for sabbatical leave and may apply. A copy of any recommendation or decision made by a Personnel Committee or academic administrator with respect to a librarian’s sabbatical leave application shall be sent to the librarian at the time the recommendation is forwarded to the next level of review or the decision is made. Sabbatical leaves will be awarded after thorough review and evaluation of the merits of the individual leave proposal.

12. Full-time librarians on continuing appointments who were previously on part-time appointments will be given equivalent credit for any part-time service at half-time or greater (e.g., eight years at ½ time and two years at full time = six years) and will be eligible for sabbatical leave based on the average percentage of appointment during the previous six years. Part-time librarians on continuing appointments at half-time or greater will be eligible for sabbatical leave based on the average percentage of appointment during the previous six years.

13. Librarians will accrue two weeks of sabbatical leave credits for each six months of qualified service. Qualified service includes all weeks of service since the last sabbatical leave (or, for the first sabbatical leave, since appointment) that have not been used for any prior sabbatical leave. Qualified service excludes the calendar year during which a sabbatical leave is taken and excludes any short-term leave taken under Article 20.

14. Librarians may determine the number of sabbatical leave credits they devote to any sabbatical leave. Any unused sabbatical credit shall be carried forward and available for use toward the next sabbatical leave. Sabbaticals may be taken for a period of not less than three months and not more than eleven months. Sabbaticals may generally not be taken more often than once in any three-year period; exceptions to this provision may be granted with the approval of the DOL.

15. Librarians who are on full salary sabbatical leave may not engage in salaried employment in this country or elsewhere, however desirable the experience. This does not preclude acceptance of scholarships, fellowships, or grants for the purpose of research and study for which no services are required, or Fulbright lectureships when teaching is combined with research. A librarian on a partial-salary sabbatical leave may, with the prior approval of the DOL and Provost, accept outside remuneration for work directly relevant to his or her teaching, research, creative or professional activity, or service.

16. Recipients of a sabbatical leave must return to duty for at least one year of service immediately following the expiration of the leave. Postponement of the required return may be approved by the Chancellor, with the concurrence of the President, when there are sound reasons for doing so and when the librarian has acknowledged in writing that his or her obligation to return for a full year of service remains in effect; all such postponements will be reported to the Board of Trustees. Failure to return will obligate the librarian to refund the salary received during the sabbatical leave, unless an exception is made by the Board of Trustees.
17. Each recipient shall, upon return, file copies of a report of activities and their results with the President, Provost, DOL, and Department Head.

18. At the time of implementation of this new sabbatical leave policy on July 1, 2014, librarians with at least six years of service will be credited with sabbatical percentage based on their years of service since the date of appointment to the librarian position or since the last sabbatical, whichever is later, up to a maximum of six years. A librarian who has had more than six years of service since the last sabbatical leave may apply for additional sabbatical leave credits. Representatives of the Union and Administration shall discuss and resolve any such applications that are denied.
Memorandum of Agreement

This Agreement is made and entered into this 29th day of October, 2014, by and between these parties: the Trustees of the University of Massachusetts Amherst ("University") and the Massachusetts Society of Professors/Faculty Staff Union/MTA/NEA ("Union"). The parties agree to the following changes to the Collective Bargaining Agreement in effect from July 1, 2012 through June 30, 2014. Within thirty days of the execution of this MOA, the parties will develop for incorporation into the successor CBA mutually agreeable language that accurately expresses the terms summarized below.

1. Article 2, Recognition: Clarification of bargaining unit, TAed July 2, 2014. Agreement to amend the TAed Article 2 to include in the bargaining unit (after one year) the title Associate Lecturer as defined in Article 21.

2. Article 15, Bargaining Unit Work: Some rewording of circumstances under which bargaining unit work may be assigned to graduate students.

3. Article 20B, Boston Librarians: Established continuing appointments and just-cause protection for librarians after five years; established for Boston a Periodic Multi-Year Review and sabbaticals similar to those provisions on the Amherst, but maintained the majority of the existing Boston language with a few exceptions, including revisions to the promotion accrual in rank and service to the university timetable (without retroactivity) and base salaries for ranks Librarian I, II, and III.

4. Article 21, NTT Faculty: Major reconciliation of the Amherst & Boston versions of the article for NTT faculty, reaching common provisions for both campuses on almost all terms. TAed October 27, 2014.

5. Article 26, Salaries: Reconciliation of the Amherst & Boston versions of the article for NTT faculty, reaching common provisions for both campuses on most terms.

   - Across-the-board increases to salaries:

<table>
<thead>
<tr>
<th>Eligibility</th>
<th>Increase takes effect first pay period of:</th>
<th>Increase based on salary increment on:</th>
<th>Across-the-board increase to base salary amount:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bargaining-unit member on payroll as of:</td>
<td>July 2014</td>
<td>May 1, 2014</td>
<td>1.75%</td>
</tr>
<tr>
<td>June 30, 2014</td>
<td>January 2015</td>
<td>November 1, 2014</td>
<td>0.35%</td>
</tr>
<tr>
<td>December 30, 2015</td>
<td>January 2015</td>
<td>November 1, 2015</td>
<td>0.35%</td>
</tr>
<tr>
<td>June 30, 2016</td>
<td>January 2016</td>
<td>November 1, 2016</td>
<td>0.35%</td>
</tr>
</tbody>
</table>
Retroactivity of the all salary increases is contingent upon approval by the Commonwealth.

- Merit increases:

<table>
<thead>
<tr>
<th>Eligibility: Bargaining-unit member on payroll as of</th>
<th>Period of Performance Reviewed for Merit</th>
<th>Increase takes effect first pay period as of</th>
<th>Snapshot date:</th>
<th>Campus merit pool amount:</th>
</tr>
</thead>
<tbody>
<tr>
<td>December 29, 2014</td>
<td>AY2012-13</td>
<td>January 2015</td>
<td>November 1, 2014</td>
<td>1.4%</td>
</tr>
<tr>
<td>December 31, 2015</td>
<td>AY2013-14</td>
<td>January 2016</td>
<td>November 1, 2015</td>
<td>1.4%</td>
</tr>
<tr>
<td>December 31, 2016</td>
<td>AY2014-15 &amp; AY 2015-16</td>
<td>January 2017</td>
<td>November 1, 2016</td>
<td>1.5% 1.4%</td>
</tr>
</tbody>
</table>

Amherst only: A catch-up year of merit equal to 0.5% (combined with the 1.4% to yield 1.9%, funded in part by 0.25% state-sanctioned increase), to close the gap between performance and reward.

- Merit Process: The campus aggregate merit pool will be calculated on the snapshot date. Each college/library’s share of the aggregate pool will be based on an “average FTE merit amount” multiplied by the total FTEs in the unit. The college/library share will be divided into two equal pools, A&B, and each department’s share of Pool A will be calculated based on the FTEs in the department. Each department’s personnel committee will determine the final distribution of Pool A and will be remanded by the Administration only for good reason. Pool B in each college will be determined by the Administration after receiving recommendations from each department’s DPC. Such determinations in Pool B shall not be subject to grievance.

- A joint Union-Administration committee on each campus to annually review merit recommendations for NTT faculty members to ensure adherence to the principle that NTT faculty members are to be evaluated based on the quality of their performance in the areas of their assigned responsibility.

- Promotional Increases associated with promotions that take effect September 1, 2014 shall be retroactive to September 1, 2014. Those and subsequent promotional increases for the life of the successor agreement will be:

  For Promotion to the Rank of Increase to Base Salary
  Senior Lecturer $5,500
  Senior Lecturer 2 $5,500
  Assistant Professor $7,000
  Associate Professor $8,400
  Professor $13,700
  Librarian 2 $5,500
  Librarian 3 $7,000
  Librarian 4 $8,400
  Librarian 5 $9,600

- Salary Floors (shall be retroactive to July 1, 2014):
## Memorandum of Agreement

**UMass - MSP/FSUMTA**

<table>
<thead>
<tr>
<th>Rank</th>
<th>Base Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Floor for 100% FTE by Rank</strong></td>
<td></td>
</tr>
<tr>
<td>Instructor</td>
<td>$57,000</td>
</tr>
<tr>
<td>Assistant Professor</td>
<td>$64,000</td>
</tr>
<tr>
<td>Associate Professor</td>
<td>$74,000</td>
</tr>
<tr>
<td>Professor</td>
<td>$92,000</td>
</tr>
<tr>
<td>Associate Lecturer</td>
<td>$40,000</td>
</tr>
<tr>
<td>Lecturer</td>
<td>$52,000</td>
</tr>
<tr>
<td>Senior Lecturer</td>
<td>$57,500</td>
</tr>
<tr>
<td>Senior Lecturer 2</td>
<td>$63,000</td>
</tr>
<tr>
<td>Librarian I</td>
<td>$50,000</td>
</tr>
<tr>
<td>Librarian II</td>
<td>$56,000</td>
</tr>
<tr>
<td>Librarian III</td>
<td>$63,000</td>
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<td>Librarian IV</td>
<td>$73,000</td>
</tr>
<tr>
<td>Librarian V</td>
<td>$84,000</td>
</tr>
</tbody>
</table>

### Funds to support bargaining-unit members (in each year of the agreement):
- **Amherst campus:**
  - Research support fund: $500,000
  - Teaching support fund: $250,000
  - Computer replacement fund: $100,000
  - Healthcare assistance fund (new benefitted BU members during two-month health insurance gap): $40,000
  - Childcare assistance fund (new TT faculty in first three years): $50,000
- **Boston campus (50% or greater BU members):**
  - Research & educational support fund (funded largely from the 0.25% state-sanctioned increase): Year 1, $150,000; Year 2, $175,000; Year 3, $200,000. Of those funds, $50,000/year set aside for NTT faculty.
  - Travel fund (TT faculty): $275,000, up to $1,000/person/year
  - Healthcare assistance fund (new TT faculty during two-month health insurance gap): Up to $500/month for maximum two months.

### Anomaly increases (in each year of the agreement):
- **Amherst campus:** Creation of a $100,000 central anomaly pool (funded in part by 0.25% state-sanctioned increase) to supplement current efforts of deans; refinement of the definition of anomalies; creation of a joint committee to study the anomaly process.
- **Boston campus:** Addition to existing central anomaly pool for a total of $60,000 (funded in part by 0.25% state-sanctioned increase).

### Article 27, Benefits:
- **Annual increase to Health & Welfare Fund of $0.50/FTE/week, going from current $15.00 to $16.50 by contract end.**
- **Creation of a joint labor-management committee with the authority to develop and adopt by mutual agreement a policy permitting assessments of an active-duty BU member’s fitness for performing the essential functions of his/her position.**

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**MSP/FSUMTA**

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FSU Contract 2014-2017 123
Agreement to reduce from six years to three years the eligibility period for parental leave by full-time Boston-campus NTT faculty who are not funded by grants, contracts, or gifts, making the policy consistent with current provisions for Amherst-campus NTT faculty.

Agreement on variations of four UMass system-wide proposals:

- Tuition remission/fee waiver policy for eligible undergraduate spouses and dependents of BU members who meet vesting requirements (two years for FT employees, four years for PT employees), effective September 1, 2015. Tuition remission equal to 100% of tuition on regular credit courses and 50% on CAPS/CPE credit courses. Waiver equal to 50% of current curriculum/operating fees. However, if UMass and the Commonwealth reach agreement on a tuition retention plan whereby UMass retains in-state tuition, this policy will end and the parties will renegotiate terms, which would not be less favorable to bargaining unit members than under this plan.

- Leave accrual: Creation of a joint labor-management committee with the authority to research, design, and bargain one or more employer-sponsored systems to improve or replace the current sick-leave system for bargaining-unit members and the vacation-leave system for librarians and calendar-year faculty in the bargaining unit. For the duration of the agreement, a 120-day cap on the accrual of sick leave for employees hired on or after January 1, 2015. For the duration of the agreement, the current vacation-leave terms will remain unchanged. If the committee fails to bargain a replacement system, the current sick-leave and vacation-leave systems will continue without any accrual caps.

- Sick Leave Bank: Modification of the sick leave bank policy to require a majority of the members of the sick leave bank committee in all cases to approve any draw of time from the bank over 60 days up to 90 days unless a majority of the Sick Leave Committee votes against that additional usage. Use of time from the bank exceeding 90 days would require a majority of the Committee to vote in favor of the additional usage.

- Clarify that the Sick Leave Committee on each campus will consist of two members from the administration and two members from the union.

- “Me too” on sick/vacation caps and tuition remission in instances where these proposals have been withdrawn from or modified at other union tables.

7. Article 33, Annual Faculty Review & Evaluation: Expanded terms to part-time as well as full-time faculty. Addressed need for more holistic evaluation of teaching. TAed article signed July 25, 2014.

8. Appendix C, Sabbaticals: Reconciled the different Amherst & Boston sabbatical provisions, establishing for Boston the credit system used in Amherst. TAed article signed July 2, 2014.

9. MOU: Amends MOU regarding conduct of a gender-equity study to specify that the study will be completed by June 1, 2016.

10. Deferred Issues: Agreed to defer the following to post-agreement negotiations:
Memorandum of Agreement

Articles 8 and/or 17, Professional ethics and performance of faculty
Article 12, New rank of Senior Professor; department bylaws
Article 20A, Librarians in Amherst, minor revisions
Article 21, Terms of employment for the following NTT titles: Clinical faculty;
Extension faculty; Research faculty.
Article 25, Election of forum language
Article 35, Continuing education on both campuses; distance education on both
Campuses.
Research-intensive semester policy for Boston

The parties acknowledge post-agreement negotiations shall be eligible for
Reduction in workload customarily provided under Article 5 of this Agreement
For the engagement of negotiations.

For MSP/FSU/MTA
Michelle Gallagher, date
Witness

For UMass Amherst
John G. Ryan, date
Witness

For UMass Boston
Care Corner-Doloff, date
Witness

FSU Contract 2014-2017

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MOU 1. Article 30.2 Unit Members List

Memorandum of Understanding

The University will provide the Union with a list, on an annual basis, of any bargaining unit members who, under the terms of Article 30.2, do not receive the benefits of the cost items in this Agreement.
MOU 2. Union Representation on Academic Technology Committee

Memorandum of Understanding

The Union will have a representative on the Academic Technology Committee.
MOU 3. Gender Study

Memorandum of Understanding

The University shall conduct a study to assess whether salaries, rank, and tenure status vary by gender within disciplines. The methodology of this study shall be mutually agreed upon by the University Administration and the Union and completed by June 1, 2016.
MOU 4. Description of Academic vs. Calendar Year Appointments

Memorandum of Understanding

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

Academic vs. Calendar Year Appointments

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

  September – March (fall semester, 13 biweekly pay periods)
  March – August (spring semester, 13 biweekly pay periods)
  September – August (both semesters, 26 biweekly pay periods)

  1. The biweekly salary will be smaller than a calendar year payment schedule. The biweekly rate will be calculated on a 13 or 26 biweekly pay period schedule and it will be paid for each semester or the full year. However, the total contract amount will remain the same.

  2. An employee MUST be active on the payroll system to be eligible for any COLA and merit raises. A longer appointment period provides greater security in being active on payroll for any such raises. The dates for any given year's raises vary and will be declared in the current FSU contract.

  3. A longer appointment period also ensures that a full semester's service will be credited to the state in terms of the state retirement system (pro-rated by percentage of time for any given appointment).

  4. For benefited employees (50% time or above), a longer appointment period provides longer periods of time for any insurance(s) to be in effect. After observing the sixty-day waiting period for new employees, health insurance would be provided from November to March for fall semester appointments effective September 1, from March to August for an appointment the following spring semester, and from April to August for a stand-alone spring semester appointment.

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

  September – December (fall semester) or shorter if not a full semester course
  January – May (spring semester) or shorter if not a full semester course
  September – May (both semesters)

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

  2. **An employee MUST be active on the payroll to be eligible for any COLA and merit raises. A shorter appointment period provides greater risk for failure to be active on the payroll system when the current year’s COLA and merit raises are calculated.** The dates of said raises will vary based on the current year’s FSU contract.

  3. **A shorter appointment period will provide only a few months credit of service towards the state retirement system** (again, this service period is pro-rated based on
the percentage of time for any given appointment). This service credit would be shortened by approximately nine weeks (per semester). If the appointment period is even shorter than a full semester, even fewer months of service credit will be counted by the state board of retirement.

4. For benefited employees (50% time or above), a shorter appointment period will provide only a few months for any insurance(s) to be in effect. For example, after observing the sixty-day waiting period, health insurance would only be in effect from November to December for fall semester appointments effective September 1 and from April to May for an appointment the following spring semester or for a stand-alone spring semester appointment. Please be aware that if the dates of the calendar year appointment are shorter than the full semester, then this insurance coverage would be even shorter.

5. If a calendar year option is chosen, a waiver of understanding of the above mentioned implications must be signed by the employee for each appointment period.

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

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

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

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

Print Name: ________________________________

Signature: ________________________________

Department: ______________________________

Semester & Year of Appointment: ______________________________

Date: ________________

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

____________________________________
MOU 5. Preventing Workplace Violence on the Boston Campus

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

Policy Name: Preventing Workplace Violence

Original Date Issued: January xx, 2010
Revision #: NA
Last Update: NA

Purpose of Policy:

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

Applicable to: All faculty and staff

Definition(s):

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

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

Specific examples of workplace violence include:

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

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

26 *Id.* at 15-16.
27 National Institute for Occupational Safety and Health (NIOSH) (1996), *Violence in the Workplace*. 
Policy: It is the policy of the University of Massachusetts Boston to have zero tolerance for workplace violence in any form. Faculty or staff members who engage in acts of workplace violence or who retaliate against anyone who files or participates in the investigation of an allegation of workplace violence are subject to discipline, up to and including termination.

Procedures:

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

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

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

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

C. Training

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

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

Oversight Department: Human Resources

Responsible Party within Department: Assistant Vice Chancellor for Human Resources

Authority:

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

Related Documents:
Memoranda of Understanding

Distressed and Distressing Employees presentation (PPT)

Community Members’ Support of Faculty and Staff who are Distressed or Distressing Others
MOU 6. University College

I. Generally

A. Unless otherwise specified in this MOU, the provisions contained in the Agreement between the Board of Trustees of the University of Massachusetts and the Massachusetts Society of Professors/Faculty Staff Union (Unit A Agreement) shall apply to the members of the unit described in paragraph II, below.

B. Unless otherwise specified in this MOU, the provisions of paragraph III (Course Assignments: Fall/Spring) shall apply to members of the bargaining unit described in Article 2.1 of the Unit A Agreement.

II. Recognition

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

III. Course Assignments: Fall/Spring

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

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

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

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

2. Solicit Requests for Courses: Prior to each semester, chairs/program heads will solicit requests from all faculty members within the department interested in teaching University College courses in the upcoming semester. Faculty must indicate which
University College courses they wish to teach in that semester in order of preference and how many total University College courses they wish to teach.

3. **Assign Courses:** If a faculty member requests a course that they have not previously taught at UMB, then a determination of competency will be made by the Chair who may choose to consult with the Departmental Personnel Committee. If the faculty member is not judged to possess the requisite expertise to teach the course, their request will be disallowed.

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

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

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

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

IV. **Course Assignments: Summer/Winter**

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

1. **Competence.** Which courses a faculty member is competent to teach in University College sessions shall be determined by academic department chairs/program heads in consultation with the departmental personnel committee, or where one does not exist, any other appropriate mechanism, according to the same standards that are used for regular ("day") courses. Standards for competence must be applied uniformly to all faculty members and must remain consistent from semester to semester.

2. **Priority List.** Length of service shall be defined in accordance with Article 21 (B).4 provided that for the purpose of transition, the university shall develop a one-time list of all faculty members on the payroll in a department as of July 3, 2010 and who have taught University College winter/summer sections ranked by the total number of winter/summer sections taught. Faculty members' ranking on such a list shall supersede length of service in seniority. A faculty member shall be removed from the
priority list if inactive for a two year period (four consecutive winter/summer sessions),
unless on authorized leave. Ties will alternate position on the list from year to year,
with the initial ordering being decided by a coin toss. The resulting ordinal list will be
the summer/winter University College priority list for the department. The Department
shall email priority lists to each faculty member within the department and the Union
by August 15th annually.

3. Schedule. Subject to the availability of funds and programmatic and scheduling needs,
University College, in conjunction with academic department chairs/program directors,
shall develop a schedule of course sections to be offered during each winter or summer
term/session. Schedules shall be made available to all faculty members no later than
the time of solicitation.

4. Requests to teach. Prior to each winter or summer term/session, the department
chair/program director shall solicit requests on the Course Preferences/Assignments
form (Attachment A), from all department faculty members to teach in the upcoming
term/session. To be considered to teach in the term/session, a faculty member must
indicate the section(s) for which he/she wishes to be considered. Faculty members
should include a preference ranking for available sections.

5. Assignment of sections. Using the priority lists described in paragraph (2) of this section,
academic department chairs/program heads shall assign sections in order of priority to
post-probationary faculty members, assigning no more than two sections (if requested)
per faculty member in the summer term and one in the winter term. Any remaining
sections must first be offered to any other interested, competent current department
members who are not on the priority list before hiring any new faculty.

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

V. Evaluation

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

VI. Salaries

The per course minimum rate for faculty members teaching in University College shall be:
Probationary Rates (See Article 21(B).5(a)):

$4,109, effective in the Summer II session, 2010
$4,201, effective in the Summer II session, 2011

Post Probationary Rates:

$4,477, effective in the Summer II session, 2010
$4,578, effective in the Summer II session, 2011
MOU 7. Article 21 and Grievance Settlement

This agreement is by and between the University of Massachusetts Boston (the University) and the Faculty Staff Union/MTA/NEA (the Union) in final agreement of Article 21 (Boston) successor negotiations for the 2014 – 2017 collective bargaining and in resolution of the grievance matters cited below. The terms and conditions of Article 21 in the 2014-17 collective bargaining agreement shall apply to all bargaining unit members listed below in addition to the modifications enumerated in the current memorandum of agreement. The parties hereby agree to the following:

1. The parties agree that the following unit members shall be deemed eligible to apply for promotion to Senior Lecturer during the 2016-17 academic year:

   Baba, Hiromi
   Cai, Shuang
   Gilbert, Dennis
   Norfolk, Aaron
   Odle, Clifford
   Schoenfelder, John
   Shepard Valley, Rita
   Urbanek, Valentina

2. The parties agree that the following unit members shall be offered continuing appointment status during the Fall 2016 semester:

   Baba, Hiromi
   Buttaro, Terry
   D’Angelo, Janet Margaret
   Horgan, Gerard J.
   Machson-Carter, Abigail
   Rowlands, Bethann
   Swain, Daniel R
   Zhu, Jun

3. The parties agree that the unit members listed below in 3.B shall be subject to the benefit described in this agreement. Should any additional unit members not listed below be subsequently found to fit the criteria specified below, the terms and conditions of paragraph 3 of this settlement shall be applied to them. This subsection shall be subject to Article 25, Grievance Procedure.

   A. NTT faculty at any percentage of time who previously held just cause rights under the predecessor Agreement but did not qualify for a continuing appointment as of 7/1/2014, and who by definition had three (3) calendar years of service preceding July 1, 2014, shall not be exempted from Section 21.8.1 and 21.8.2 of the 14-17 collective bargaining agreement (except that they shall not be required to have accrued six years of service), shall be subject to the notice provisions in 21.8.2 the 14-17 collective bargaining agreement, and may not be subject to termination during the course of their contracts for arbitrary or capricious reasons; they do not have guarantee of reappointment.

   B. Almeida, Daniel Arthur
Anderson, Mark S.
Arbouet, Rebecca
Baldinger, Adam J.
Bautista, Edwin Burdios
Bender, Jennifer Ellen
Bird, Dennis J.
Boisvert, Katherine
Boudreau, Daniel G
Bradley, Arthur
Bradley, Caitlin E.
Butler, Shawna M.
Casini, Matteo
Compton, Lily Ko-Li
Cook, Edward
Cordill, Mary K.
Cosgrove, Edward V.
Curtin, Linda J.
Danning, David M.
Doto, Michael Anthony
Duff, Meaghan N.
Dwyer, Robert Paul
Eastman, Ann Catherine
Gibbons, Brenda Suatengco
Greenwald, Nina L.
Handte, Jutta
Harvey-Rolfe, Eileen V.
Hasenjaeger, Bryar A.
Hershenson, David B.
Hotz, Helenmary M.
Ioannides, Daniela A
Jean-Erold, Diannah Vladimir
Koebele, Ashleigh Kayleen
Krengel, Maxine
Lally, Jo-Anne M.
Lapide, Lawrence
Lawlor, Catherine
Losee, Heather Jane
Ma, Huiying
Mann, Eileen M.
Manning, Bryan Dennis
McElhinney, Jeanne M
Medeiros, Steven Michael
Meltzer, Mary-Ellen
Meyer, Michael C.
Mogan, Maureen
Monteiro, Carlos E
Montella, Sharon C
Montoya, Gayle Patricia
Natoli, Marco
Offner, Carl D
O'Leary, Daniel J
Pasto, James S.
Pastorello, Jean
Richardson, Lori A.
Rickles, Janet Sharon
Ryan, Tammie J
Seto, Steven
Sherman, Robin E.
Smith, Joseph Clarence
Tracy, Natalicia Rocha
Trent, Susan Marie
Vaccaro, Philip
Wallace, Margaret
Winsor, Roxanne K.