

**Agreement**  
**between the**  
**Board of Trustees of the University of Massachusetts**  
**and the**  
**Department Chairs' Union/MTA/NEA**

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**July 1, 2020, through June 30, 2023**

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## **Article 1. Agreement**

This Agreement is made and entered into by and between the Board of Trustees of the University of Massachusetts ("Administration") and the Department Chairs' 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**

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 for all Department Chairs employed by the University of Massachusetts Boston.

## **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 19, 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.)
- 4.5 Upon request, the Administration shall have the right to request meetings with the Union leadership to discuss matters of mutual concern at least once each semester at mutually convenient times. The party requesting the meeting shall submit a written agenda in advance of the meeting. Such meetings shall not be for the purpose of discussing particular grievance cases or for the purpose of formally conducting negotiations on any bargaining subject.

#### **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 In accordance with applicable state statutes, the University 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.
- 5.3 In each year of this Agreement, by October 1 and March 1, the University shall furnish the Union with a list of bargaining-unit members, which shall include home address and telephone, salary, state title, hire date, and tenure decision year (if applicable).
- 5.4 The Employer/University Administration and the Union guarantee that there shall be no discrimination or reprisals of any kind, subtle or overt, against any bargaining-unit member because of their membership or non-membership in the Union or participation or non-participation in Union activities.

- 5.5 The University will not aid, promote or finance any labor group or organization that 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.
- 5.6 When contract bargaining occurs, the University shall provide up to three (3) members of the bargaining team with a total stipend of \$3000 each for the duration of bargaining, except as modified below: If one of the members of the bargaining team is the DCU President, they shall have the option of receiving either (a) the \$3000 stipend for bargaining (which will be in addition to the stipend for serving as President) or (b) one course release to be taken during one semester in which bargaining occurs, subject to workload expectations as defined in Article 12.4.
- 5.7 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 19 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 release from responsibilities during that timeframe by the Employer/University Administration for said purposes.
- 5.8 In order to enable the Union better to discharge its duties and responsibilities as the exclusive bargaining agent, the Employer/University Administration agrees to provide a stipend of \$3000 each semester to the President of the DCU.
- 5.9 The Union shall be permitted to use such facilities of the Employer/University Administration for the transaction of Union business as have been used in the past for such purpose.
- 5.10 The President of the chapter may choose to be exempt from the merit award process described in Article 20. Any individual duly elected or appointed by July 1 to the chapter presidency and scheduled to begin serving in said position by September 1, and who meets the eligibility criteria for satisfactory performance set forth in Article 20.2 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 president 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 president 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 the president has been exempted from the merit process, the exemption shall continue in effect in subsequent years unless either (a) the president 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 president by July 1 of a fiscal year.

- 5.11 Upon request, the Union shall have the right to request meetings with the Chancellor and/or their designees to discuss matters of mutual concern at least once each semester at mutually convenient times. The party requesting the meeting shall submit a written agenda in advance of the meeting. Such meetings shall not be for the purpose of discussing particular grievance cases or for the purpose of formally conducting negotiations on any bargaining subject.

## **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 their 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 their union dues check-off authorization by submitting the withdrawal form at least sixty (60) days in advance to the campus personnel office. The bargaining-unit member shall secure the DCU signature prior to submitting the withdrawal request.
- 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 their 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 It is specifically agreed that the Administration assumes no obligation, financial or otherwise, arising out of the provisions of Article 6, Dues Checkoff, and the union hereby agrees that it will indemnify and hold harmless the Administration from any costs, claims, demands, liability, damages, actions or proceedings by a bargaining unit member arising from or related to this Article, including from the suspension of a bargaining unit member hereunder, or from deductions made by the Administration..
- 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. Labor Management Meetings**

The Administration shall meet with Union representatives monthly to discuss issues of mutual concern. A written agenda for the meeting shall be agreed upon prior to the start of each meeting.

### **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 their 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. Faculty Personnel Standards and Procedures

- 9.1 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.
- 9.2 In order to maintain the academic excellence of the University, current academic standards and criteria for faculty personnel actions, as incorporated in this article and the Academic Personnel Policy of the University of Massachusetts (176-081), shall remain in effect for the duration of this Agreement.
- 9.3 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.
- 9.4 The faculty at the departmental level shall establish once each year, in timely fashion, a Personnel Committee to exercise the responsibilities described in Sections 9.1, and 9.2 as well as Articles 20 and 27. In a department with fewer than (3) eligible 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.
- 9.5 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.
- 9.6 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 19, Grievance Procedure.
- 9.7 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:
- 9.7.1 Notice of a personnel review for reappointment or tenure shall be sent to the faculty member by the DPC Chair no later than the end of the third calendar week of the semester in which the review is to be initiated.

- 9.7.2 As provided in Sections 18.1 and 18.2, 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 9.7.6.
- 9.7.3 The faculty member shall submit to the DPC Chair any and all materials for inclusion in the basic file that the faculty member believes will be essential to an adequate consideration of the case.
- 9.7.4 For appointment at or promotion to the rank of associate professor and professor and for all tenure recommendations, the DPC Chair 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 they wish 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.
- 9.7.5 The materials in the basic file shall be accessible to the faculty member, with the exception of letters of recommendation to which the faculty member has voluntarily waived access.
- 9.7.6 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 by 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;
- (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 9.7.14-9.7.17. 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 an opportunity to respond as to its substance and appropriateness; unless it is protected by waiver, the faculty member shall also have this opportunity.

- 9.7.7 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. (In cases where the Chairperson is under review, the file shall be sent to the Chairperson when the Department Personnel Committee sends the basic file to the College Personnel Committee.)
- 9.7.8 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.
- 9.7.9 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.
- 9.7.10 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.
- 9.7.11 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
- 9.7.12 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.
- 9.7.13 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.
- 9.7.14 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.
- 9.7.15 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.

- 9.7.16 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.
- 9.7.17 A campus academic administrative official shall make their 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 their 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.
- 9.8 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.
- 9.9 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:
- 9.9.1 the faculty shall be given the opportunity to contribute to the development of such plans;
- 9.9.2 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
- 9.9.3 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 10. Terms and Conditions of Service**

### **10.1 Eligibility**

Department chairs will normally be drawn from department faculty holding tenured faculty appointments. By preference, chairs will be drawn from among department faculty holding the rank of Professor.

### **10.2 Election by Department and Appointment by Dean**

- (a) Each department of the University shall recommend to its dean a name of a faculty member who will serve as chair of the department. This recommendation will be made following an election held in accordance with the procedures for such elections that are specified in each department's approved charter.
- (b) The chair shall be appointed by the dean, and their service as chair shall be at the will of the dean.
- (c) Should a department or program fail to recommend a chair satisfactory to the dean, the dean shall remand the recommendation to the department and request that new elections be held.
- (d) In the event that the electors cannot reach a decision, or that the dean deems that there are no eligible faculty in the department who would be acceptable to them in the role of chair, the dean may, after consultation with the electors, appoint an acting chair for one year, or put the department into receivership and appoint a receiver to serve in the capacity of chair until the dean deems the department able to govern itself again. In cases of receivership, the dean will report to the full department at the end of each academic year on the status of the receivership.

### **10.3 Removal and Recall**

- (a) Chairs, once elected by their department peers and appointed by their deans, normally serve for terms specified in their department charters. Chairs may be removed from service as chairs before the end of their terms by their deans. Removal shall not be for arbitrary or capricious reasons. If so removed, chairs shall revert to their roles as faculty with all rights and benefits under the faculty bargaining unit.  
  
(b) Chairs may be recalled by their department peers through processes approved in their department charters.

## **Article 11. Appointment and Reappointment Form**

- 11.1 The terms and conditions of every appointment or reappointment to a bargaining-unit position shall be stated on a Personnel Action Form. The appropriate form shall be signed by the Dean and by the Provost. The signed form shall constitute the commitment of the Administration for the chair term specified, except where Article 10.3 applies.

Department chair appointments concur with normal academic-basis faculty appointment cycles and payment periods.

11.2 The form shall include:

- (a) a description of the explicit terms of the appointment or reappointment;
- (b) the effective starting and ending dates of the appointment or reappointment; and that it is an academic-year appointment or reappointment;
- (c) the addition of the title “Department Chair” to the current academic rank of the person becoming chair (for example, “Department Chair and Associate Professor”);
- (d) the annual chair stipend amount that is added to the faculty member’s base annual salary upon becoming department chair;
- (e) the labor-unit indicator to confirm that the appointment or reappointment is a bargaining-unit position and therefore governed by the terms and conditions of this Agreement.

**Article 12. Department Chair Workload**

12.1 Department Chairs have a complex role that should be compensated and acknowledged as such. As faculty members, they perform research/scholarship, teaching, and service, as do the regular faculty; as Department Chairs, they must both work with the Dean and other administrators to administer and promote the University’s policies and represent their department’s interests and needs to the Dean.

12.2 Department Chairs are responsible to the college or school Dean and ultimately to the Provost for administering University policies and for providing administrative leadership to the department they are appointed to lead.

The Department Chair shall:

- (a) Take administrative responsibility for the academic programs and activities of the department;
- (b) Provide leadership to department members in planning, developing, and implementing/enforcing policies and programs;
- (c) Evaluate the instructional, research, advising, and administrative processes of the department and make recommendations to the Dean;
- (d) Guide and coordinate the department’s AQUAD, accreditation, or other review processes;
- (e) Evaluate periodically the department faculty as part of the Annual Faculty Review process;
- (f) Coordinate recruitment of, and recommend appointments, reappointments or non-reappointments, awards of tenure, and promotions for tenure-stream faculty members;
- (g) Recruit, and recommend appointments or non-reappointments, award of continuing appointments, and promotions for non-tenure-stream faculty members;

- (h) In accordance with the Department Chair's professional judgment and the faculty collective bargaining agreement, initiate disciplinary proceedings against department members;
- (i) Supervise and evaluate the performance of department professional and classified staff;
- (j) Help ensure that adequate supervision, advice, and training are provided to new department members and others who might profit therefrom;
- (k) Assign faculty workload obligations for mounting the prescribed curriculum and fulfilling the service needs of the department, in accordance with procedures established within the department, and submit proposed course schedules to the Dean in accordance with the dates communicated to the Department Chairs for that academic year by the Dean;
- (l) Assign class sizes, after consultation with department faculty, and as approved by the Dean;
- (m) Ensure the establishment of a mechanism by which students may receive appropriate advising in periods of faculty non-responsibility;
- (n) Prepare and ensure an orderly start for each new semester;
- (o) Develop (in collaboration with departmental faculty) and implement a departmental mentoring plan for supporting junior faculty, to include a defined structure, accountability, and a means of recognizing/rewarding mentors.
- (p) Generally promote the welfare of the department and the University by every appropriate means;
- (q) Complete other duties as assigned by the Dean in line with the university academic calendar and Department Chairs' workload as described in the agreement. Appropriate advanced notice commensurate to the task must be given for tasks not listed on the academic calendar.

12.3 Department Chairs normally remain on nine-month faculty contracts. The University shall take all reasonable steps to minimize the administrative tasks that fall on Department Chairs outside the bounds of the academic year. The University and Union jointly recognize that conscientious attention to the responsibilities of the Department Chair may not always fit into the boundaries set by faculty responsible time. Department Chairs are expected to make adequate arrangements for meeting their responsibilities as delineated in this agreement, at appropriate and reasonable times and places, during intersession and summer break.

12.4 Department Chairs shall receive a minimum of one administrative course load reduction per semester. A Department Chair may obtain a further administrative workload reduction from the Dean of their college as warranted by the size and complexity of the department and its program(s). The teaching load for a Department Chair shall not be reduced to less than one course per year.

12.5 Department chairs shall receive credit for two course releases upon completion of at least three consecutive full years (a full year includes a fall semester, a spring semester, and a summer) of service as department chair. Each course release can be used after the end of their service as department chair and within three years of the completion of

their term as chair. Each course release is to be scheduled in consultation with the subsequent department chair.

This provision shall become effective as of September 1, 2021 and apply to any Department Chair who completes at least three consecutive full years of service during the life of this Agreement.

### **Article 13. Failure to Perform Minimum Assigned Duties**

Subject to the provisions of this Agreement, in cases where an individual department chair fails, in the opinion of the Administration, to perform minimum assigned duties, the Administration may, consistent with article 10.2(b) of this Agreement, remove the Department Chair and pursue the procedures in Article 17 (“Failure to Perform Minimum Assigned Duties”) of the FSU Agreement..

### **Article 14. Suspension and Termination for Disciplinary Reasons**

Removal or recall of a department chair is covered in Article 10 of this Agreement. However, a department chair’s employment with the university may be suspended or terminated if there is found to be just cause for such action. If such action is undertaken, the Department Chair will revert to the FSU bargaining unit, and all provisions of Article 18 (“Suspension and Termination for Disciplinary Reasons”) in the FSU Agreement shall be applicable.

### **Article 15. Working Conditions**

- 15.1 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 the faculty member with an imminent safety and/or health danger.
- 15.2 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.
- 15.3 Upon request, 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 16. Retrenchment**

In the event a retrenchment displaces a Department Chair, the Department Chair will revert to the FSU bargaining unit, and all provisions of Article 22 (“Retrenchment”) in the FSU Agreement shall be applicable.

## **Article 17. No Strike**

- 17.1 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.
- 17.2 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 18. Personnel Files**

- 18.1 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.
- 18.2 The provisions of the University's Fair Information Practices Act Regulations (Trustee Document T77-059) shall govern the collection, dissemination and maintenance of the personnel files set forth in Section 18.1. 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 18.1, 18.3, 18.4, 18.5, 18.6, 18.9 shall be pursued through the grievance procedure set forth in Article 19, Grievance Procedure.
- 18.3 The master personnel file shall henceforth include the following:
  - 18.3.1 copies of official correspondence between the Administration and the individual bargaining-unit member;
  - 18.3.2 copies of all completed personnel action forms;
  - 18.3.3 a copy of each annual evaluation;
  - 18.3.4 materials regarding sabbatical leaves and leaves of absence;
  - 18.3.5 application for employment and related materials;
  - 18.3.6 basic file(s) or a notation of its/their location(s);

- 18.3.7 those materials which the bargaining-unit member deems necessary to be added to their personnel file or a notation of its/their location(s);
- 18.3.8 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 their departmental, decanal and master personnel file. These indexes shall be certified within a reasonable time by the holder of the file.

- 18.4 A basic file shall be established to contain material used for review in the following personnel actions:
- (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.
- 18.5 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 18.4 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.
- 18.6 Upon the request by any bargaining-unit member, the Administration shall provide a copy of T77-059.
- 18.7 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.
- 18.8 A bargaining-unit member shall be given an opportunity to voluntarily waive their right to access to letters of recommendations obtained in connection with personnel actions. Such waiver shall be for a specific personnel action(s) and cannot be retracted.
- 18.9 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.
- 18.10 It shall be the responsibility of each bargaining-unit member to inform the Administration of any change in name or address.
- 18.11 No anonymous materials shall be placed in the above personnel files. For purposes of this Article, student evaluations of teaching pursuant to Articles 9 and 27 shall not be considered anonymous materials.
- 18.12 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 19. Grievance Procedure

- 19.1 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.
- 19.2 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.
- 19.3 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 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.
- 19.4 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 their decision in writing on the personnel action under consideration.

19.5 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.

19.5.1 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.

19.5.2 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 they 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 they 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 thirty (30) calendar days after such filing. The President shall then consider the grievance and render a decision together with the reasons in writing to the grievant(s) and the Union within twenty-eight (28) calendar days from the date of the meeting.

### 19.5.3 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.

### 19.6 Union Representation and Rights:

19.6.1 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.

19.6.2 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).

19.6.3 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 their own behalf prior to arbitration.

19.6.4 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.

19.7 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:

19.7.1 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).

19.7.2 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).

19.7.3 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).

19.8 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.

19.9 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.

- 19.10 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 20. Salaries**

- 20.1 Across-the-Board (ATB) Salary Increases. If the cost items described in this article become effective in accordance with Article 24, and with other eligibility provisions contained within, the campus will implement across-the-board (ATB) salary increases according to the dates and percentage amounts agreed to below.

### 20.1.1

- (a) Effective the first full pay period of July 2020, otherwise eligible members of the bargaining unit shall receive a base salary increase of one-and one-half percent (1.5%) based on the salary in effect on May 1, 2020. To be eligible for this salary increase, an employee must have been on the payroll as a Department Chair on June 30, 2020.
- (b) Effective the first full pay period of July 2021, otherwise eligible members of the bargaining unit shall receive a base salary increase of one-and one-half percent (1.5%) based on the salary in effect on May 1, 2021. To be eligible for this salary increase, an employee must have been on the payroll as a Department Chair on June 30, 2021.
- (c) Effective the first full pay period of July 2022, otherwise eligible members of the bargaining unit shall receive a base salary increase of one and one-half percent (1.5%) based on the salary in effect on May 1, 2022. To be eligible for this salary increase, an employee must have been on the payroll as a Department Chair on June 30, 2022.

To be eligible for any salary increase referenced in Section 20.1.1 an otherwise eligible employee must be on the payroll as a Department Chair during the pay period in which the salary increase is implemented or be retired or deceased since the effective date of this increase. Those who leave voluntarily before the implementation of the date of the increases will not be eligible for any retroactive increase.

20.1.2 If the cost items described in this article become effective in accordance with Article 24 and with the other eligibility provisions contained within, the campus will implement the following one time payments described below:

(a) One Time Additional Payment: In consideration for the disruption brought about by COVID-19 and as a recognition for the cooperation demonstrated by members of the bargaining unit, bargaining unit members on the payroll on the date of execution of this Agreement and on the payroll during the pay period during which such additional payment is implemented shall be paid the greater of: 1) one thousand dollars (\$1,000); or 2) the equivalent of one and one-half percent (1.5%) of their annual base salary (e.g. not including overtime, additional compensation, or other additions) calculated after the implementation of the raises in 20.1.1 (a) and (b). All payment amounts regardless of calculation method shall be prorated for bargaining unit employees that are less than 1.0 FTE at the time of this payment. If the cost items described below become effective in accordance with Article 24, the campus will implement the foregoing payment as described.

(b) Additional Salary Adjustment concerning Paid Family and Medical Leave Deductions: Notwithstanding the provisions contained in 20.1.1 above, in consideration for the mutual promises contained in the Memorandum of Agreement attached as Appendix A, employees who meet the eligibility requirements of 20.1.1(a) who are on the payroll on June 30, 2020, and on the date this contract is implemented shall receive an additional one-half of one percent (0.5%)—not compounded—inclusive of the annual salary adjustment listed in 20.1.1(a) and inclusive of the merit salary adjustment in 20.2, for a grand total of two and one-half percent (2.5%), effective the first full pay period of July 2020.

20.2 Merit pay will be suspended through June 30, 2023, and, in lieu of merit pay for the duration of this contract, an additional 0.5% will be added to the ATB increases referenced in Article 20.1.1 above. .

20.2.1 Schedule of merit increases: When a merit pool is available through the FSU CBA, the Department Chairs will receive the specified merit percentage in that Agreement plus an additional 0.5%. In the event the FSU receives 0% merit in one or more years of the three-year FSU Agreement, the additional 0.5% shall only be applied in the first year of 0% FSU merit.

20.2.2 Eligibility: Except as excluded below in Sections 20.2.3, all bargaining-unit members shall be eligible for merit increases.

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

(a) Those in the first academic year of their initial appointments at the University.

(b) Those who will separate their employment with the University before the effective date of such a merit increase.

20.2.4 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) for which merit will be applied.

20.2.5 Calculation and distribution of University merit pool: The value of the University merit pool shall consist of the indicated percentage in 20.2.1 of the aggregate of all the bargaining-unit members’ salaries (inclusive of Department Chair stipends) as of the “snapshot date” for the year in which merit shall be applied.

The value of the 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. The merit pool shall be divided as follows:

- (a) Pool A shall equal 33% of the campus’s average FTE merit amount multiplied by the total number of eligible bargaining-unit FTEs in each college as of the snapshot date.
- (b) Pool B shall equal 67% of the campus’s average FTE merit amount multiplied by the total number of eligible bargaining-unit FTEs in each college as of the snapshot date.
- (c) Department Personnel Committees will recommend to the Dean whether their department chair is recommended for a Pool A merit award share using four categories:

Merit Category	Merit Shares
Exemplary Merit =	3
High Merit =	2
Merit =	1
No Merit =	0

Departments will provide their chair and dean with a written summary of their Pool A recommendation. The dean’s office will calculate and distribute, without alteration, Pool A merit shares according to the formula above. The department determinations are not grievable.

(d) Deans will review Department Personnel Committee recommendations when making their own determinations for Pool B but retain sole discretion over Pool B awards. Dean determinations are not grievable.

20.2.6 General criteria for the award of merit: Department Chairs shall be evaluated for merit on the basis of their assigned duties as Department Chairs, in addition to their faculty responsibilities of teaching, research, and service. As part of the annual award process, the Provost will remind Personnel Committees and Deans of the eligibility requirements and general criteria and review all awards for compliance.

20.2.7 Specific principles for the award of merit: No later than October 1 of each year, the dean of each college shall disseminate to Department Chairs and department personnel committees within their college the principles upon which they will decide Pool B merit awards for Department Chairs. Such principles shall not be subject to grievance. No later than October 1 of each year, the DPC's of each department shall disseminate to Department Chairs the principles upon which they will decide Pool A merit awards for Department Chairs. Such principles shall not be subject to grievance.

20.3 Department Chair Stipends: A bargaining-unit member who serves as chairperson shall receive a salary stipend for each semester served as Department Chair which shall be added to their base annual faculty salary in accordance with the Chair Compensation Model.

Departments are evaluated each year according to the factors in the Chair Compensation Model and are assigned a basic level according to a number of factors, using a three-year rolling average based on pertinent official University data. The basic stipend associated to each level shall be as follows:

Level	Basic Annual Stipend Amt
1	\$ 9,100
2	\$ 12,400
3	\$ 15,750
4	\$ 19,000
5	\$ 22,000

Stipends will be issued retroactively to July 1, 2021 to all bargaining unit members as of that date according to the chart and Chair Compensation Model.

20.4 Travel Funds. In each year of this agreement, the Administration shall make available an annual Travel Fund of up to \$1150 per unit member to reimburse unit members for eligible travel expenses incurred in presenting their research, scholarship, or creative activity at conferences. Reimbursement shall not exceed \$1150 per person per year of this Agreement. The funds for this program will be allocated to and administered by the Provost's' Office. The criteria for accountability and expense eligibility in effect and provided to the FSU in 2012 will continue to be applied for the life of this Agreement.

20.5 Retention Increases to Salaries. 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. 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.

20.6 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.

## **Article 21. Supplemental Compensation (Benefits)**

### **21.1 Travel Expenses & Allowances.**

21.1.1 Mileage Allowance. Subject to the provisions of the Commonwealth's "Red Book" rules and regulations, when a bargaining-unit member is authorized to use their personal automobile for travel related to their employment, they shall be reimbursed at the mileage rate authorized by the Board of Trustees Travel Policy. (Please see the policies on the Boston<sup>4</sup> website for current rates.)

21.1.2 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 them to be absent from their 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 amounts authorized by the University Controller and published on the website (Please see the policies on the Boston website for current rates.)

21.1.3 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.

21.2 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.

### **21.3 Leaves.**

In the case of leaves of more than three months that, in the judgment of the dean, in consultation with the Department Chair, will require that a replacement Department Chair be hired, either temporarily or permanently, the Department Chair who is taking the leave will return to the faculty for the duration of the appointment period of their replacement. In no case will a Department Chair stipend be paid to more than one person at a time.

21.3.1 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 their 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 members, any unused vacation leave that would exceed 64 days shall be forfeited. Faculty members and librarians shall request the use of vacation leave in advance, and such requests shall not 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).

21.3.2 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 calendar-year appointments of 50% time or more, this leave shall be pro-rated based on percentage of appointment. Faculty members and librarians with appointments of less than 50% time are not eligible for personal leave.

Start Date	Personal Time Awarded
Jan. - Mar.	24 hours

Apr. - June	16 hours
Jul. - Sept.	8 hours
Oct. - Dec.	0 hours

21.3.3 Sick Leave

- (a) Sick Leave Committee. The Administration and the Union, in this circumstance the Department Chair Unit shall be joined with the Faculty Staff Union (FSU) sick leave bank. The Administration and the FSU 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 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. 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.
- (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 they have 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 their 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 their Dean and, if

requested, submittal of a physician's statement as described above, use five days of their 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 their 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 their 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,<sup>5</sup> 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 their 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. 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 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 they fail 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 their duties. At such examination(s), the bargaining-unit member may, if they so desire, be represented by a physician of their own selection.

21.3.4 Family Leave Policy. The parties agree to the implementation of Trustee Policy T93-123, "Family Leave Policy,"<sup>6</sup> for bargaining-unit members.

21.3.5 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:

- (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)
- (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 their 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<sup>7</sup> and conflict of interest<sup>8</sup>, 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.

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.

21.3.6 **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.

21.3.7 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.

21.4 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.

21.5 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) workdays 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  
Juneteenth  
Labor Day  
Indigenous People's 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 workdays 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.



- 21.6 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.
- 21.7 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.
- 21.8 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.
- 21.9 Leaves.
- 21.10 Health and Welfare Trust. The Administration and the Union agree to continue the Health and Welfare Fund in effect as of January 1, 2019. 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.
- 21.9.1 The Administration agrees to contribute, effective with the first pay period of January 2019, the amount of \$16.50 per FTE unit member per week to the Health and Welfare Fund.
- 21.9.2 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.
- 21.9.3 No dispute over a claim for any benefits extended by this Health and Welfare Fund shall be subject to Article 25, Grievance Procedure.
- 21.9.4 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 27.3.1.

21.11 Tuition Credits

Effective beginning with the Fall 2018 semester, and as more fully described in the Administrative Standards, Faculty and Staff Tuition Discounts (T96-129), which is hereby incorporated by reference, members of the bargaining unit shall receive tuition discounts in the form of tuition credits; provided that, in the event of a conflict between the Administrative Standards, Faculty and Staff Tuition Discounts (T96-129) and current practice, current practice shall prevail.

Members of the bargaining unit, their spouses, and dependent children shall receive tuition discounts in Continuing Education courses, as that term is defined in the above-mentioned Administrative Standards (T96-129), equal to fifty percent (50%) of the tuition.

During the term of this Agreement, the percentage of the then-applicable tuition rate (which rate may be unilaterally adjusted by the University from time to time) to be covered by the tuition credit benefit will not be reduced below the level set forth below for any member of the bargaining unit:

**STUDENT TUITION CREDITS**

Current/Active University Employees <sup>1</sup>	
Graduate Courses or Programs	100%
Undergraduate Courses of Programs	100%
Retired University Employees <sup>2</sup>	
Spouses and Dependent Children of Current/Active University Employees	
Graduate Courses or Programs	20%
Undergraduate Courses of Programs	
University Employee w/ 2+ FTE Years of Service	60%
University Employee w/ < 2 FTE Years of Service	15%
Spouses and Dependent Children of Retired University Employees <sup>3</sup>	
Spouses and Dependent Children of Deceased University Employees <sup>4</sup>	
	55%

<sup>1</sup>Part-time University Employees are eligible for up to seven (7) credits per semester.

<sup>2</sup>One (1) program of study.

<sup>3</sup>One (1) program of study; undergraduate only

<sup>4</sup>With at least five (5) years of FTE University Service; one (1) program of study; undergraduate only

NOTE: A terminated University Employee (or the Spouse or Dependent Child of a Terminated University Employee) may complete a semester or course for which a Student Tuition Credit was previously applied.

21.12 Tuition Remission

Bargaining-unit members, their spouses and dependent children will be eligible for tuition remission benefits, subject to the conditions and procedures set forth in the Board of Higher Education *System-wide Tuition Remission Policy for Higher Education Employees* (May 21, 1984).

- 21.13 Dependent Care Assistance Program: The Administration agrees to continue during the term of this Agreement the current voluntary Dependent Care Assistance Program (DCAP)<sup>9</sup>, which complies with the requirement for federal tax deductibility.
- 21.14 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),<sup>10</sup> shall include family needs.
- 21.15 Phased Retirement:

Tenured faculty, and Non-Tenure-Track faculty/librarians on continuing appointments, are eligible to participate in a phased retirement program under which they may, for up to two years prior to separation from the University, reduce in time to 50% (or greater) FTE with a corresponding reduction in salary and an agreed-upon definition of their reduced responsibilities.

At the time of approval of any such arrangement, the bargaining-unit member shall be required to provide a non-rescindable resignation effective at the end of the agreed-upon term of the reduced appointment.

All such arrangements shall be subject to prior approval by the department chair, dean, and provost and the agreement shall be signed by the unit member and the DCU. Decisions shall not be grievable under the DCU bargaining agreement. Faculty members on phased- retirement appointments will continue to be members of the bargaining unit.

## **Article 22. Maintenance of Policies**

- 22.1 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,”<sup>1</sup> “Conflicts of Interest Relating to Intellectual Property and Commercial Ventures,”<sup>2</sup> and “Faculty Consulting and Outside Activities”;<sup>3</sup> and

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<sup>1</sup> Trustee Document T96-040 at <https://www.umassp.edu/sites/umassp.edu/files/content/policies/board/academic/IntellecPropUMA-Boston.pdf>

<sup>2</sup> Trustee Document T96-039 at [https://www.umassp.edu/sites/umassp.edu/files/content/policies/board/academic/Con\\_of\\_Inter\\_UMA-Boston.pdf](https://www.umassp.edu/sites/umassp.edu/files/content/policies/board/academic/Con_of_Inter_UMA-Boston.pdf)

- (c) policy on additional faculty compensation (T01-012).<sup>4</sup>
- (d) policy on tuition administrative standards, faculty and staff tuition discount (T96-129)<sup>5</sup>

### **Article 23. 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 except as provided herein and/or under Massachusetts General Law, Chapter 150(e).

### **Article 24. Cost Items and Appropriation by the General Court**

- 24.1 The cost items contained in this Agreement (including Articles 20.1 through 20.2 and 21.3) 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.
- 24.2 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
- 24.3 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 25. Seniority for Administrative Service**

- 25.1 Persons originally hired to a title currently in the FSU bargaining unit who move to a Department Chair unit position shall retain seniority accrued while in the FSU bargaining unit position.

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<sup>3</sup> Trustee Document T96-047 at [https://www.umassp.edu/sites/umassp.edu/files/content/policies/board/academic/Fac\\_Consulting\\_Policy\\_UMA-UMB.pdf](https://www.umassp.edu/sites/umassp.edu/files/content/policies/board/academic/Fac_Consulting_Policy_UMA-UMB.pdf)

<sup>4</sup> Trustee Document T01-012 at [https://www.umassp.edu/sites/umassp.edu/files/content/policies/board/academic/Policy\\_on\\_Additional\\_Faculty\\_Compensation.pdf](https://www.umassp.edu/sites/umassp.edu/files/content/policies/board/academic/Policy_on_Additional_Faculty_Compensation.pdf).

<sup>5</sup> Trustee document T96-129 at [https://www.umassp.edu/sites/umassp.edu/files/content/policies/board/personnel/Tuition\\_Waiver\\_Policy.pdf](https://www.umassp.edu/sites/umassp.edu/files/content/policies/board/personnel/Tuition_Waiver_Policy.pdf)

- 25.2 Such persons may accrue up to five (5) additional years of seniority within the FSU bargaining unit while in the position of Department Chair.
- 25.3 The Faculty Staff 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 Faculty Staff Union shall be final.

#### **Article 26. Separability**

- 26.1 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.
- 26.2 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 27. Annual Evaluation of Bargaining-Unit faculty**

- 27.1 Departmental Personnel Committees and academic administrative officials, as appropriate, shall evaluate all bargaining-unit faculty members annually in accordance with the master calendar.
- 27.2 For the life of this Agreement and for the purposes of this Article, the form currently in use entitled "Annual Faculty Report" (AFR) will serve as the evaluation form for bargaining-unit faculty members.
- 27.3 The evaluation of each bargaining-unit faculty member shall address that person's performance of their assigned duties and responsibilities during the year under review. All recorded union activity in an AFR shall be credited as University service.
- 27.4 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.
- 27.5 Each unit member retains the right to respond in writing to any written comments made by any individual or group of individuals on their evaluation and to have the response affixed to the evaluation.

- 27.6 For the purpose of discussing the unit member's performance and/or the written comments already provided, each unit member shall have the right, upon request, to meet once each academic year with the dean or any persons evaluating their performance.
- 27.7 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.
- 27.8 The University Administration may return an AFR to a unit member, Personnel Committee, 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.
- 27.9 Article 27.1, 27.3, 27.4, and 27.6 shall not be subject to Article 19, Grievance Procedure.

### **Article 28. Periodic Multi-Year Review**

- 28.1 Periodic Multi-Year Review (PMYR) of tenured unit members shall be conducted in accordance with the "Policy on Periodic Multi-Year Review."
- 28.2 While department chairs may, according to the PMYR policy, opt to delay participation in their scheduled PMYR because they are serving in an administrative position, they may also choose to go through the PMYR process. If they so choose, department chairs are eligible for funding from the college development fund established to support PMYR participants. The campus shall set aside \$2500 for each unit member that participates in the PMYR process and those funds are available as requested for up to two years after the date of their award.

### **Article 29. Distance Learning (DL)**

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

- 29.1 The procedure for the development and approval of DL courses shall be determined through established collegiate governance processes. 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 academic department may contract with individuals outside the unit to develop and/or teach such course.
- 29.2 The name and campus affiliation of the faculty member who teaches a DL course and the name of the individual (if any) who holds intellectual property rights to the course content and materials shall be identified.
- 29.3 Faculty will have access to technical support to the extent that it is currently provided.

- 29.4 The evaluation of teaching in DL courses shall be subject to the provisions of Article 27 of the Agreement.
- 29.5 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 restrict usual administrative practices such as collecting data for reports or ensuring that course content is ready when the course is set to commence.
- 29.6 (a) Ownership - Course content and materials that are developed by a faculty member and associated with DL courses shall, except as stipulated below in Sections 29.6 (b) and (c), be treated as Exempted Scholarly Works under the Policy on Intellectual Property. Consequently, such content and materials shall not be subject to the exceptions or exclusions of the Policy, such as those set forth in Section III.8, 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 DCU. For example, a separate intellectual property agreement may need to be reached in order to meet external grant or contract requirements. As another example, a separate intellectual property agreement may be made among the faculty member, the University, and DCU when a department wishes to have the faculty member originate/create/develop a DL course to be assigned to multiple and varying instructors ("Departmental DL course"), and the department retains the intellectual property rights to the Departmental DL course content and materials.
- (b) College Use - Payment in the amount of \$3000 for non-Departmental DL course development shall entitle the College to the continued use of the course content and materials as developed/adapted provided such use is consistent with the terms and conditions specified in this Agreement. The originating faculty member shall have the right of first refusal should this course be offered in subsequent semesters. If the originating faculty member elects not to teach this course, and this course is taught by another faculty member without substantial adjustments in course materials, the College shall pay to the originating faculty member a stipend of \$500 per course offering.
- (c) Commercial Use - If the non-Departmental course or course materials developed by a faculty member for a DL course per Section 29.6 (b) achieves commercial value through the University's out-licensing of the course or course materials to non-end users of those courses and course materials, all proceeds shall be disbursed consistent with the Board of Trustee policy T96-040. All remaining terms for such agreements for commercial value shall be approved by and, when required by the remaining terms of the agreements, signed by the originating faculty member, University, and DCU.

### **Article 30. Continuing Education**

For the purposes of this agreement, continuing education courses are defined as courses offered during the Summer and Winter sessions and/or as Fall and Spring courses given

by the College of Advancing and Professional Studies (CAPS) at off-campus, satellite sites or oncampus between Friday at 3:00pm and Sunday.

#### 30.1.1 Course Assignments: Fall/Spring

Departmental course schedules for Fall/Spring continuing education courses shall be set by department chairs, in consultation and collaboration with CAPS, and subject to the approval of their collegiate deans. Assignments of instructors to Fall and Spring continuing education courses shall be made by department chairs as part of their regular fall or spring schedules, subject to approval by their deans; such assignments shall be made in accordance with the terms outlined in Articles 12 of this agreement.

### **Article 31. Successorship**

- 31.1 In the event that the University of Massachusetts at Boston 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.
- 31.2 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.
- 31.3 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 32. Duration**

- 32.1 This Agreement shall be for the three-year period from July 1, 2020, through June 30, 2023, and the terms contained herein shall become effective on the date of its execution by the parties, except as otherwise specified herein.
- 32.2 On or before February 1, 2023, the parties shall exchange their bargaining proposals for changes in the current Agreement with the exception of proposals that are reliant on economic parameters provided by the state. 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, 2020. 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, 2020, through June 30, 2023. 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.

32.3 This Agreement is entered into as of midnight on September 2, 2022 and shall become effective July 1, 2020 retroactively.

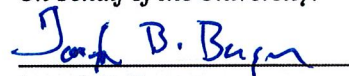
**Article 33. Signatories**

*On behalf of the DCU:*



Rachel Rubin, Professor and  
DCU President

*On behalf of the University:*



Joseph B. Berger  
Provost and Vice Chancellor for  
Academic Affairs

Bargaining Team members:

Katie D'Urso, MTA Field Representative/Organizer  
Panagiota Gounari, Associate Professor  
Steven Levine, Professor  
Lorenzo Nencioli, DCU Staff

Representing:

Marie Bowen, Vice Chancellor for  
Human Resources  
Anita Miller, Associate Vice Chancellor  
Joel Posner, Chief Spokesperson and  
Senior Director of Labor Relations

## **MOU 1. Preventing Workplace Violence**

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: 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. [See: National Institute for Occupational Safety and Health (NIOSH) (1996), Violence in the Workplace.]

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 of workplace productivity.

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

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

## Procedures:

### A. Reporting Workplace Violence

Faculty and staff may report incidents of workplace violence to their director, supervisor, or dean, or to the Department of Human Resources, Room 03-76, 3<sup>rd</sup> 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](http://www.lifeworks.com) (user id: umass; password: lifeworks) to explore our other resources.

### B. Distressed and Distressing Employees Protocol

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

### C. Training

#### 1. Website

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

#### 2. Other Training

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

Oversight Department: Human Resources

Responsible Party within Department: Assistant Vice Chancellor for Human Resources

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

## Related Documents:

Distressed and Distressing Employees presentation (PPT)

Community Members' Support of Faculty and Staff who are Distressed or  
Distressing Others

**MOU 2. DCU Parking**

## MEMORANDUM OF AGREEMENT

THIS AGREEMENT is entered into between University of Massachusetts Boston ("University") and the Boston bargaining unit of the MTA/NEA Department Chairs' Union (the "DCU" or the "Union") in order to establish UMASS Boston parking rates and the process for any modifications of those rates for employees of the bargaining unit represented by the DCU. This agreement shall be incorporated into the parties' successor agreement ending June 30, 2020.

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

1. The parking rates provided in this Agreement shall become effective September 1, 2019. Said rates shall remain in effect through June 30, 2020.
2. Members of the bargaining unit shall have the following parking options:
  - a. They may purchase one non-transferable semester parking pass through pre-tax payroll deduction for \$550, which will permit parking at any time at all on- or off-campus parking facilities. Alternatively, they may purchase one non-transferable semester parking pass through pre-tax payroll deduction for \$504, which will permit parking at any time at all off-campus parking facilities. Payments for these passes shall be spread over 8 pay periods.
  - b. The fall semester shall run from September 1 through January 15. The spring

semester shall run from January 16 through May 31.

- c. Members of the bargaining unit who purchase a semester pass pursuant to paragraph (a) and (b) may purchase one non-transferable pass through pre-tax payroll deduction for the adjacent summer session (session I or 2) for \$70. The pass will permit parking at any time at all on-campus parking facilities during the session for which it is purchased.
- d. The following additional parking rates shall be available to members of the bargaining unit:
  - ii. Short-term parking at the West Garage only:
    1. 0-60 minutes: \$7
    2. 61-90 minutes: \$8
    3. 91-120 minutes: \$9
    4. 121-150 minutes: \$10
    5. 151-180 minutes: \$11
    6. Greater than 180 minutes: \$15
  - iii. Daily parking rates:
    1. Bayside: \$9
    2. On Campus (West Garage, Campus Center Garage, Lot D): \$15
  - iv. Evening (starting at 4:00 pm) and weekend parking: \$10
  - v. Reserved parking: \$300 per month
3. The University will provide the Union (through its designated representative) with UMass Boston parking financial reports for the first half of FY19 no later than October 1, 2019. If requested by the Union, the University will hold a labor-management meeting with the Union to review the content of these financial reports. Beginning in FY20, the University will annually supply the Union with UMass Boston parking financial reports upon its request.
4. The University and the Union will convene labor-management meetings as needed, but no more than once per semester, to review the implementation of this Agreement, and parking operations in general.. Topics to be discussed at these meetings will include the then- current UMass Boston parking financial results, as well as the possibility of instituting a T pass subsidy, commuter rail subsidy and/or special car pool rates for members of the bargaining unit if the campus financial situation permits.
5. The term "on-campus parking" as used in this Agreement will mean parking in Lot D, the Campus Center garage and/or the West Garage. "Off-campus" parking as used in this Agreement will mean parking at Bayside and at any other off-campus satellite parking facility at which the University may provide parking facilities for employees from time to

time.

6. **Reserved Spaces:** A limited number of spaces will be designated by the University as reserved parking spaces in the West Garage and/or Campus Center garage. These spaces must be purchased on a monthly basis at rates established by the University from time to time for non-represented employees of the Boston campus. The number of reserved space passes sold will not exceed the number of spaces available. These passes will be sold to University employees on a first-come, first-served basis, beginning on a date announced to the University community. Individuals who purchase reserved spaces have the option to renew them upon expiration of each purchase period. Unpurchased reserved spaces available following the initial purchase offering will be made available to University employees by a listing on a designated University web page.
7. **Designated Spaces:** Campus departments, offices and programs may be assigned a limited number of unreserved spaces. The applicable department, office or program will be charged a reasonable and fair rate for such spaces, as reasonably determined by the University.
  - i. Designated spaces will have appropriate signage restricting their use.
  - ii. Two on-campus spaces will be designated for shared use by the DCU and other unions representing bargaining units of which campus employees are members for visitors and for union officers and employees when conducting official union business. The DCU will have the option each semester to purchase an on-campus parking pass for use by visitors at the off-campus parking rate.
8. Nothing in this Agreement will require the University to maintain any particular parking lot or garage. If it is determined that Bayside will become unavailable for campus parking or the demand for parking at Bayside regularly exceeds its capacity, and/or if the University campus parking stock materially changes, the University will make all reasonable good faith efforts to notify the Union of such determination no fewer than 6 months in advance of the effective date. Upon providing this notice, the University will initiate bargaining with the DCU on the impact of such changes on members of the bargaining unit.
9. Off-campus parking passes may be used only at off-campus lots, except they may be used at on-campus lots when off-campus lots are not open for business; on-campus parking passes may be used at any unreserved on-campus parking facility or at an off-campus parking facility; reserved space parking passes may be used in any parking facility. The University may designate, and change from time to time, appropriate identification requirements and machinery and equipment associated with parking, including, without limitation, the required use of parking stickers, hang tags and/or decals.
10. University public and institutional safety staff will be assigned to enforce University parking and transportation regulations and policies. Revenues from ticketing bargaining unit members will be used for parking operation expenses.

11. The University and the Union agree that violation of University parking regulations and policies, including obtaining and/or using any parking pass in violation of this Agreement, applicable laws or regulations, or University regulations and policies, will be grounds for disciplinary action in accordance with the collective bargaining agreement, up to and including termination of employment.
12. Handicapped parking spaces will be designated by the University in appropriate areas. Employees who are members of the bargaining unit will be permitted to park in handicapped spaces where i) the employee has been issued appropriate authorization to park in handicapped spots by the Registry of Motor Vehicles due to the employee's medical condition or ii) the employee has been determined by the University Diversity, Equity and Inclusion or Human Resources office to be entitled to a reasonable accommodation due to the employee's medical condition.

The University and the Union will convene labor-management meetings as needed to discuss handicapped parking needs on campus.


13. This Agreement shall remain in full force and effect through June 30, 2020. Thereafter it will remain in effect indefinitely to the extent permitted by law unless either the Union or the University serves notice by February 1, 2020 of intent to terminate the Agreement upon the expiration date of the then-pending collective bargaining agreement between the parties, in which case the parties will have the right to bargain about parking during the next successor bargaining negotiations.
14. In the event that the Commonwealth of Massachusetts and/or the University of Massachusetts System Office provide UMASS Boston with additional funding that the University directs specifically to fund parking, the parties agree to reopen negotiations exclusively on the issue of parking rates.

AGREED TO this 27th day of March 2019.

UNIVERSITY OF MASSACHUSETTS BOSTON

  
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DEPARTMENT CHAIRS' UNION MTA/NEA

  
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