# Agreement

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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 his/her 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 $2000 each for the duration of bargaining, except as modified below: If one of the members of the bargaining team is the DCU President, s/he shall have the option of receiving either (a) the $2000 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 $2000 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 his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Administration and shall bear the signature of the bargaining-unit member. A bargaining-unit member may withdraw his/her union dues check-off authorization by 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 his/her duties in a sum and with such surety or securities as are satisfactory to the Administration.

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

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

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

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

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

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

7.3 A bargaining-unit member may consent in writing to the authorization of the deduction of the agency fee from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Administration and shall bear the signature of the bargaining-unit member. A bargaining-unit member may withdraw his/her agency fee authorization by submitting the withdrawal form at least 60 days' in advance to the campus personnel office. The bargaining-unit member shall secure DCU signature prior to submitting the withdrawal request.

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

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

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

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

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

7.9 It is specifically agreed that the Administration assumes no obligation, financial or otherwise, arising out of the provisions of this Article and Article 6, Dues Checkoff, and the Union hereby agrees it will indemnify and hold harmless the Administration from any costs, claims, actions or proceedings by a bargaining-unit member arising from the suspension of a bargaining-unit member hereunder or from deductions made by the Administration.

7.10 The parties recognize the terms and conditions of this Article have been impacted by the recent United States Supreme Court decision. Therefore, the parties have ceased implementation of this provision until such time as the parties have an opportunity to conclude impact bargaining.

Article 8. Academic Freedom

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 in Article 8 ("Academic Freedom") of the current FSU Agreement.

Article 9. Faculty Personnel Standards and Procedures

In the event a Department Chair seeks a promotion or tenure, all of the provisions in the FSU Agreement, specifically Article 12 ("Faculty Personnel Standards and Procedures"), shall be applicable.
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 his/her 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 him/her 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.

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 his/her 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.
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 procedures in Article 17 ("Failure to Perform Minimum Assigned Duties") of the FSU Agreement shall apply.

Article 14. Suspension and Termination for Disciplinary Reasons

Removal or recall of a department chair is covered in Article 13 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 him/her 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, following the guidelines from Article 24 ("Personnel Files") of the FSU Agreement. 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 24.1 ("Personnel Files") of the FSU Agreement. Alleged misinterpretations, misapplications or violations of T77-059 may be pursued only through the grievance procedure set forth in T77-059. Alleged misinterpretations, misapplications or violations of Sections 24.1, 24.3, 24.4, 24.5, 24.6, and 24.9 ("Personnel Files") of the FSU Agreement shall be pursued through the grievance procedure set forth in Article 19, Grievance Procedure (below).

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 his/her 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 he/she would otherwise have learned of such occurrence, then the bargaining-unit member and/or the Union shall file the grievance within sixty (60) calendar days from the date of expiration of said leave or sixty (60) calendar days from the day he/she learned, or should have learned, of such occurrence, whichever is later, but in no event later than fourteen (14) calendar months from the date of the occurrence.

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

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 his/her 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, the campus will implement across-the-board (ATB) salary increases according to the dates and percentage amounts agreed to in the FSU CBA for the same performance periods.

20.1.1 For those unit members who both are department chairs on 7/1/17 and were department chairs on 7/1/16, an increase of 1.75% will be awarded, effective retroactively to 7/2/17.

20.1.2 For those unit members who both are department chairs on 7/1/17 and were department chairs on 1/1/17, an increase of 0.35% will be awarded, effective retroactively to 7/2/17.

20.2 **Merit Increases.** If the cost items described in this article become effective in accordance with Article 24, the campus will implement merit increases according to the dates and percentage amounts agreed to in the FSU CBA for the same performance periods.

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:

<table>
<thead>
<tr>
<th>Merit Category</th>
<th>Merit Shares</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exemplary Merit =</td>
<td>3</td>
</tr>
<tr>
<td>High Merit =</td>
<td>2</td>
</tr>
<tr>
<td>Merit =</td>
<td>1</td>
</tr>
<tr>
<td>No Merit =</td>
<td>0</td>
</tr>
</tbody>
</table>

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 E 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 his/her 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:

<table>
<thead>
<tr>
<th>Level</th>
<th>Basic Annual Stipend Amt</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$8,600</td>
</tr>
<tr>
<td>2</td>
<td>$11,800</td>
</tr>
<tr>
<td>3</td>
<td>$15,000</td>
</tr>
<tr>
<td>4</td>
<td>$18,100</td>
</tr>
</tbody>
</table>

Stipends will be issued retroactively to July 1, 2017 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,

In each year of this agreement, the Administration shall make available an annual Travel Fund of up to $1000 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 $1,000 per person per year of this Agreement. The funds for this program will be allocated to and administered by the Provost’s Office. The criteria for accountability and expense eligibility in effect and provided to the 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 All supplemental compensation (benefits) under the current FSU Agreement are incorporated herein except as otherwise modified below:

21.2 Leaves.

21.2.1 Sick leave hours, vacation leave hours (when applicable), and personal leave hours (when applicable) shall accrue to Department Chairs and be used by them in accordance with University policy, rules, and regulations regarding leaves.

21.2.2 Supplemental compensation associated with leaves of all types shall accrue to Department Chairs on the same terms as delineated in Article 27.3 of the FSU/MTA collective bargaining agreement for faculty; however, 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 his/her replacement. In no case will a Department Chair stipend be paid to more than one person at a time.

21.3 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.

21.3.1 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.

21.3.2 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.

21.3.3 No dispute over a claim for any benefits extended by this Health and Welfare Fund shall be subject to Article 25, Grievance Procedure.
21.3.4 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.

**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,"\(^1\) "Conflicts of Interest Relating to Intellectual Property and Commercial Ventures,"\(^2\) and "Faculty Consulting and Outside Activities";\(^3\) and
(c) policy on additional faculty compensation (T01-012).\(^4\)
(d) policy on tuition administrative standards, faculty and staff tuition discount (T96-129)\(^5\)

**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).

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1 Trustee Document T96-040 at [https://www.umassp.edu/sites/umassp.edu/files/content/policies/board/academic/IntellecPropUMA-Boston.pdf](https://www.umassp.edu/sites/umassp.edu/files/content/policies/board/academic/IntellecPropUMA-Boston.pdf)
2 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)
3 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)
4 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)
5 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)
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.

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 each campus's 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 his/her 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 his/her 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

The parties agree that the terms and conditions of Article 35 ("Distance Learning") within the FSU Agreement shall be applicable to the unit members in the DCU unit.

Article 30. Continuing Education

The parties agree that the terms and conditions of this Article 36 ("Continuing Education") within the FSU Agreement shall be applicable to the unit members in the DCU unit.

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 of 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, 2017, through June 30, 2020, 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, 2020, 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 Nov 15, 2018 and shall become effective July 1, 2017 retroactively.

Article 33. Signatories

On behalf of the DCU

Michelle Gallagher
MTA Consultant & Chief Negotiator

On behalf of the University

Emily McDermott
Provost

Bargaining Team members:
Erin O'Brien, Associate Professor
Panagiota Gounari, Associate Professor
Lisa Gonsalves, Associate Professor
Lorenzo Nencioli, DCU Staff

Anita Miller, Associate Vice Chancellor
Peter Langer, Associate Provost
Care Corner-Doloff, 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 if 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, 3rd Floor, Quinn Administration Building. (617) 287-5150.

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

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

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

C. Training

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

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

Oversight Department: Human Resources

Responsible Party within Department: Assistant Vice Chancellor for Human Resources

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

Related Documents:

Distressed and Distressing Employees presentation (PPT)

Community Members’ Support of Faculty and Staff who are Distressed or Distressing Others
MOU 2. DCU Parking

During the term of this Agreement the parties agree to reopen negotiations for the purpose of, and limited to, the establishment of terms and conditions for parking upon the finalization of the terms and conditions of parking for the Faculty Staff Union.