# *Boston Campus Agreement*

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

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July 1, 2024, through June 30, 2027

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## Article 1. Agreement

1.1 This Agreement is made and entered into by and between the Board of Trustees of the University of Massachusetts ("Administration") and the Faculty Staff Union/MTA/NEA ("Union") as the exclusive bargaining agent for members in the bargaining unit. Pursuant to the provisions of M.G.L. Chapter l50E and rules and regulations promulgated thereunder, the parties clearly recognize their statutory obligation to negotiate in good faith with respect to wages, hours, standards of productivity and performance and any other terms and conditions of employment.

In recognition of these obligations, the parties hereby agree as follows:

## Article 2. Recognition

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

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

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

2.2.2 Non-tenure-track Faculty:

- Clinical Professor and Clinical Lecturer, all ranks;
- Extension Professor, all ranks;
- Lecturer, all ranks;
- Librarian, all ranks;
- Simulation- Lab Faculty, all ranks;
- Program Director (not otherwise excluded);
- Research Professor, all ranks;
- All other Non-tenure-track Faculty (not otherwise excluded).

2.2.3 Faculty in the following units or under the following special conditions:

- Coaches or others in the Athletics Department with faculty titles
- Faculty on Terminal Contracts;
- Non-tenure-track Faculty who are less than half-time, at the beginning of their second consecutive year of employment;
- Visiting Faculty, all ranks, after two consecutive years of employment at the University, at the beginning of their third consecutive year of employment;
- Faculty funded from grants or sponsored projects and subject to the conditions and limitations of the controlling grant or sponsored project;
- Faculty members of the campus governance and Personnel Committees

2.3 Excluded from the bargaining unit are employees with the following titles:

- Academic Coordinator
- Adjunct (unpaid) Faculty (as defined in Article 4.11 of Trustee Policy T76-081, the "Redbook," and explained in Section 3,B.4 of the Trustees' "Implementation Guidelines"), all ranks;
- Chair of an Academic Department;
- Chancellor, all ranks (Deputy Chancellor, Vice Chancellor, Associate Chancellor, Associate Vice Chancellor, Assistant Vice Chancellor, etc.);
- Chief Information Officer;
- Dean, all ranks;
- Post-Doctoral Research Associate, all ranks;

- Provost, all ranks (Deputy Provost, Vice Provost, Associate Vice Provost, Assistant Vice Provost, Associate Provost, Assistant Provost, etc.);
- Research Fellow, all ranks;
- Retired University of Massachusetts faculty, all ranks, including those on post- retirement appointments;
- Student;
- Teaching Associate;
- Teaching Fellow;
- Trainer;
- Visiting Faculty employed by the Federal Government; and
- All other employees.

2.4 In the circumstance when an employee holds a non-unit title such as those listed below and simultaneously holds a bargaining-unit position, that employee shall be excluded from the unit without regard to the full-time equivalency of either title'sappointment:

- Chair of a Department;
- Chancellor, all ranks (Deputy Chancellor, Vice Chancellor, Associate Chancellor, Associate Vice Chancellor, Assistant Vice Chancellor, etc.);
- Chief Information Officer;
- Dean, all ranks;
- Provost, all ranks (Deputy Provost, Vice Provost, Associate Vice Provost, Assistant Vice Provost, Associate Provost, Assistant Provost, etc.).

2.4.1 Where there are faculty who are appointed to a calendar-basis administrative position as the director of a free-standing research institute or center, those employees shall be excluded while serving in the administrative role. The free- standing institutes and centers are listed below and at *https://www.umb.edu/research/institutes_centers*

- Center for Social Development and Education
- Center for Survey Research
- Institute for Asian American Studies
- The Mauricio Gaston Institute for Latino Community Development and Public Policy
- William Joiner Institute for the Study of War and Social Consequences
- William Monroe Trotter Institute for the Study of Black Culture

Any directors of these units who remain in an academic title and on an academic-basis contract shall remain in the faculty bargaining unit.

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

## Article 3. Affirmative Action

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

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

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

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

## Article 4. Management Rights

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

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

4.3 The judgment of an arbitrator shall not be substituted for that of the Administration with regard to any complaint or grievance based upon a challenge of a management right, subject to the provisions of this Agreement and to limitations as may be imposed by M.G.L. Chapter l50E as amended from time to time.

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

## Article 5. Union Rights

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

5.2 A copy of the time, place and agenda of all Board of Trustees meetings, including committee and subcommittee meetings thereof, shall be sent to the Union concurrent with distribution to Board members. In addition, the Union shall receive copies of the minutes of all Board meetings, including committee and subcommittee meetings thereof. The Union shall be provided an opportunity to request to appear on the agenda of any regularly or specially scheduled Board meetings; such requests shall be granted at least twice each semester, provided that the requests are made at least ten (l0) working days in advance of said meetings.

5.3 In the event that a third-party requests information regarding the bargaining unit status of bargaining-unit members, the FSU will be notified before the University responds to the request. This information shall be treated as confidential, to the extent permitted by law.

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

(a) on October l and March l, a list of bargaining-unit members who are going on unpaid leaves or full-year sabbatical leaves and the dates they are scheduled to return;
(b) on October l and March l, a list of bargaining-unit members going to or returning from a non-bargaining unit position, including academic base salary;
(c) on October 3l and March 3l, a list of bargaining-unit members whose fraction of appointment has changed in such a manner that bargaining unit status is affected;
(d) on or before March l, a salary list for the Boston and Amherst campuses and the President's Office to be submitted once yearly;
(e) on October 3l and March 3l, a list of part-time faculty which shall include the most recent date of hire, rank, salary, fraction of appointment and department/program;
(f) monthly, a list of bargaining-unit members, which shall include name, employee ID#, department, annual salary, state title, rank, FTE, email address, University hire date, mandatory review date, date of entry into bargaining unit for current appointment.
(g) once each semester, bargaining unit member work address and work telephone number, effective dates for any bargaining-unit member who has retired, been terminated, or resigned, and if available, home address, personal email and telephone number, provided however, that nothing in the foregoing will obligate the university to provide any information deemed private or confidential by applicable law;
(h) all officially adopted (i.e., by the Board of Trustees) long-range plans from the departments/programs/libraries/colleges, campuses, and University.
(i) The Union shall receive and retain the information referenced in 5.4.a through 5.4.h in accordance with the provisions of the M.G.L. Chapter 66A, Fair Information Practices Act.

5.5 The Union shall be provided with the opportunity to meet with new bargaining unit employees in conjunction with the scheduled new employee orientation session, subject to

the employee's agreement. The Administration will provide names of newly-hired bargaining unit no later than 10 days after the start of the semester, but sooner when practicable.

5.6 The Administration agrees to provide a reduced workload or stipend as described below for the following:

(A) At the preference of the unit member, the Administration agrees to provide a reduced workload or stipend of $4,000 for a maximum of four (4) bargaining-unit members for each academic semester in which collective bargaining occurs. Requests for reduced workloads shall be made in writing to the campus Provost's Office at least two (2) weeks prior to the start of registration in the semester in advance of the semester in which the reduction is to occur. For any bargaining-unit member who is unable to meet this notice provision, the Administration agrees to provide the reduced workload in one of the two semesters subsequent to that in which the individual would otherwise have been eligible. In the case of faculty, instructional workload shall be reduced by one (1) course per semester. In the case of librarians, release time shall be granted one and one-half ($1_{1/2}$) days per week during those weeks when bargaining occurs and one-half ($_{1/2}$) day per week during those weeks when bargaining does not occur. Librarians' release time pursuant to this Section may be accumulated and used as needed. A librarian or a faculty member on a non-teaching assignment who elects to fulfill their full-time commitment through rescheduling, in consultation with the Director of Libraries or Department Head, rather than utilize the released time provided in Article 5.6, will receive $4,000 for each semester in which bargaining occurs.

(B) One (1) specifically designated Tenure Track bargaining-unit member shall be granted, at their preference, a $4000 stipend or one CLR during one semester of the Academic Year for the investigation and processing of grievances and arbitrations. Their instructional workload shall be reduced by one (1) course per academic year, provided the request is made in writing to the campus Provost's Office at least two (2) weeks prior to the start of registration in the semester in advance of the semester in which the reduction is to occur. For any bargaining-unit member who is unable to meet this notice provision, the Administration agrees to provide the reduced workload in one of the two semesters subsequent to that in which the individual would otherwise have been eligible.

(C) One (1) specifically designated Non-Tenure Track bargaining-unit member shall be granted, at their preference, a $4000 stipend or one CLR during one semester of the Academic Year for the investigation and processing of grievances and arbitrations. In the case of a faculty member, instructional workload shall be reduced by one (1) course per academic year, provided the request is made in writing to the campus Provost's Office at least two (2) weeks prior to the start of registration in the semester in advance of the semester in which the reduction is to occur. For any bargaining-unit member who is unable to meet this notice provision, the Administration agrees to provide the reduced workload in one of the two semesters subsequent to that in which the individual would otherwise have been eligible. In the case of a librarian, release time shall be granted for one (1) day per week, provided the request is made three (3) months prior to the date on which release time is to begin.

(D) In order to enable the Union to better discharge its duties and responsibilities as the exclusive bargaining agent, five (5) course load reductions or $4000 stipends will be awarded per academic year, with not more than two (2) to any one faculty member per semester; or one and one half (1½) days per week for any one librarian, in any single

semester. Any such request shall be made at least two (2) weeks prior to the start of registration in the semester in advance of the semester in which the reduction is to occur. If it is not possible for a newly-elected union official to provide the notice required by this section in a union election year due to the timing of their election, then notice shall be given no later than: i) May 1 for a course load reduction in the subsequent fall semester; ii) December 1 for a course load reduction in the subsequent spring semester. For any bargaining-unit member who is unable to meet this notice provision, the Administration agrees to provide the reduced workload in one of the two semesters subsequent to that in which the individual would otherwise have been eligible; in the event that the officer designated is a librarian, they shall receive a workload reduction of one and one half (1 1/2) days per week, provided a request is made at least three (3) months prior to the date on which release time is to begin.

(E) At the request of the FSU, five (5) additional faculty members per semester shall be released from one course of their respective instructional workloads; the Union shall reimburse each such faculty member's department for the cost of replacing that instructional capacity as determined by the Department Chair, but not greater than the actual cost of replacement and not greater than the standard cost of replacement in that unit.

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 25 or proceedings before the Massachusetts Department of Labor Relations pursuant to the provisions of M.G.L. Chapter 150E or proceedings before any governmental agency or any court of law pursuant to the application of the terms and conditions of this Agreement shall be afforded upon request leave with pay by the Administration for said purposes.

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

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

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

5.11 The Administration and the Union guarantee that there shall be no discrimination or

reprisals of any kind, subtle or overt, against any bargaining-unit member because of their membership or non-membership in the Union or participation or nonparticipation in Union activities.

5.12 The Administration 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.

5.13 The President, Vice President, and Grievance Officer of each chapter and the President of the Joint Coordinating Committee may each choose to be exempt from the merit award process described in Article 26. Any individual duly elected or appointed by July 1 to one of the

positions designated and scheduled to begin serving in said position by September 1, and who meets the eligibility criteria for satisfactory performance set forth in Article 26.2.2, shall be eligible for exemption from the merit process in that fiscal year. To be exempt from the merit award process for any fiscal year, the union officer must inform the Provost in writing of their desire to be exempt no later than July 1 of the fiscal year or within fourteen days of the signing of this Agreement, whichever is later. Any union officer who chooses such an exemption shall, at the time of merit increases, receive a percentage salary increase equal to the percentage of the total salary pool established for such merit increases. Once a union officer has been exempted from the merit process, the exemption shall continue in effect in subsequent years unless either (a) that officer informs the Provost by July 1 of their desire to be re-included in the merit process in the fiscal year beginning that date, or (b) they cease to be in a designated position by July 1 of a fiscal year.

5.14 When a non-tenure-track faculty member at UMB is granted a course release in accordance with Article 5.6, their appointment will be calculated on the basis of any courses actually taught, plus the course from which they are released (e.g., 75% FTE for two courses plus a release, or 100% for three courses plus a release), provided that there would have been a section available for the non-tenure-track faculty member to teach if not for the release and they waive the right to be assigned the additional section. A non-tenure-track faculty member who chooses to serve as a union representative and not be released from a course shall be compensated $4,000 for such service.

## Article 6. Dues Checkoff

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

6.2 A bargaining-unit member may consent in writing to the authorization of the deduction of Union dues from 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. Said form may be completed on-line as an electronic form or completed, printed, and sent to the campus personnel office. 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 FSU 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 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 payable to the Union.

6.7 An amount equal to one-tenth (1/10th) of the annual dues certified by the Union treasurer pursuant to Section 6.6 shall be deducted monthly from September through June from the pay of bargaining-unit members who have consented to said deductions as provided above.

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

## Article 7.

This article left intentionally blank.

## 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 in their teaching and in the classroom related to their subject as reflected in the course syllabus

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. Consultation

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

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

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

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

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

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

## Article 10. Tenure

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

10.2 All faculty members who hold tenure as a result of previous Administration action shall continue in that status as defined in Section 10.1

## Article 11. Faculty Roles and Responsibilities in Personnel Matters

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

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

## Article 12. Faculty Personnel Standards and Procedures

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

12.2 In order to maintain the academic excellence of the University, current academic standards and criteria for faculty personnel actions, as incorporated in this article and the Academic Personnel Policy of the University of Massachusetts (T76-081), shall remain in effect for the duration of this Agreement.

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

12.4 The faculty at the departmental level shall establish once each year, in timely fashion, a Personnel Committee to exercise the responsibilities described in Sections 11.1, 12.1, and 12.2 and Articles 21, 26, and 33. In a department with fewer than (3) 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.

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

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

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

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

12.7.2 As provided in Sections 24.4 and 24.5, a basic file shall be created for each major personnel action. This file shall be supplemented and reviewed at the departmental

level and supplemented and reviewed at each successive level of recommendation or decision. The file shall contain the materials listed in Subsection 12.7.6.

12.7.3 The faculty member shall submit to the Department/Program Chairperson any and all materials for inclusion in the basic file that the faculty member believes will be essential to an adequate consideration of the case.

12.7.4 For appointment at or promotion to the rank of associate professor and professor and for all tenure recommendations, the Chairperson shall solicit outside letters of reference drawn from a list of scholars and/or professionals. The solicited referees shall include scholars and professionals from among those suggested by the faculty member (if 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.

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

12.7.6 The basic file shall contain the following materials:

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

(1) a table of contents;
(2) a current *curriculum vitae* (including a bibliography and/or comparable list of professional accomplishments);
(3) copies and reviews of published works and/or evidence of other professional accomplishments;
(4) evaluations of teaching effectiveness, including but not limited to those 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;
(9) the recommendation of the Chairperson.

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

(1) the recommendation and numerical vote of the Faculty, School or College Personnel Committee;
(2) the recommendation(s) and decision of academic administrative officials;
(3) other materials solicited, submitted, or received during the review process, including, by way of example, additional materials submitted by the faculty member, additional letters of reference and/or additional information received in response to the invitations issued under Subsections 12.7.14-12.7.17. 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 opportunity to respond as to its substance and

appropriateness; unless it is protected by waiver, the faculty member shall also have this opportunity.

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

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

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

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

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

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

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

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

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

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

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

12.7.18 A campus academic administrative official shall make 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.

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

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

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

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

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

## Article 13. Faculty Roles and Responsibilities in Academic Matters

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

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

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

## Article 14. Appointment and Reappointment Form: Terms and Conditions of Employment

14.1 The terms and conditions of every appointment or reappointment to a bargaining unit position shall be stated in the Offer and Acceptance for Appointment or Reappointment Form (O&A). The form shall be signed by the Department Chairperson and by the Dean and by other designated academic administrative officials as required. The signed form shall constitute the commitment of the Administration for the specific bargaining unit appointment or reappointment. The form shall be countersigned by the candidate or bargaining-unit member, as the case may be, and such countersignature shall signify said person's understanding and acceptance of the terms and conditions of the appointment or reappointment.

14.2 Personnel action forms shall be used to provide the appropriate and necessary information about each appointment or reappointment.

14.2.1 At a minimum, the Offer & Acceptance (O&A) form shall include:

(a) a description of the explicit terms of the appointment or reappointment and whether or not the appointment is with tenure; is a tenure-track appointment or reappointment; or is a non-tenure-track appointment or reappointment;
(b) the effective date of the appointment or reappointment and whether it is a calendar or an academic year appointment or reappointment;
(c) whether the appointment or reappointment is full-time or part-time and, if part-time, the proportion the appointment bears to a full-time appointment;
(d) credit toward tenure, only where applicable;
(e) the expiration date of the current probationary contract term and the tenure decision year if the appointment or reappointment is without tenure and is on a tenure track;
(f) the rank of the appointment or reappointment;
(g) the salary *per annum*;
(h) any other commitments or contingencies, including an abbreviated job description indicating (where applicable), the teaching, research or scholarly activity and service responsibilities for faculty or librarians, reflective of the terms set forth in their offer letters;

14.2.2 The Personnel Action form (typically submitted electronically) shall include the job and compensation data required for Human Resources to accurately assign the employee to their department(s), to make changes to appointments, and to provide payroll information, and indicate whether or not the appointment or reappointment is to a bargaining unit position and therefore governed by the terms and conditions of this Agreement.

14.2.3 If the appointment is a joint appointment with more than one unit, the following information, at a minimum, should be included in a Memorandum ofUnderstanding:

(1) the department(s) that will make the recommendation regarding tenure;
(2) the process by which personnel recommendations will be initiated and acted upon;
(3) the types of duties and the percentage of responsibility in each unit; and

(4) if it is not a joint committee that initiates the personnel recommendation, a statement that the department initiating the personnel recommendation shall invite the other department, in writing, to submit written materials and to make an oral presentation.

14.3 Academic-basis vs. calendar-basis appointments: Faculty members are normally appointed to academic-basis appointments in accordance with the Academic Calendar and are responsible to the university during the fall and/or spring semesters of the Academic Year. Calendar-year appointments are appointments where faculty members are responsible to the university during each week of the appointment period unless using accrued leave.

14.3.1 Calendar-year appointments shall not be used for faculty members who do not have summer responsibilities, unless the nature of the funding for an appointment makes this necessary or the faculty member requests otherwise in writing. In the case of such a request from a faculty member, the faculty member shall be provided with a description of the differences between the two types of appointments, as described in the attached Memorandum of Understanding, and shall be required to sign the form contained in MOU 3, "Description of Academic vs. Calendar-year Appointments," if the faculty member chooses a calendar-year appointment. The salary floor for any calendar-year appointments where the duties and responsibilities are confined to the academic year shall be the same as the salary floor for academic year appointments.

14.3.2 In order to provide continuity of salary and seamless benefits coverage between the first spring and first fall semester, faculty members initially appointed to tenure-track, tenured, or multi-year academic appointments who begin in a spring semester will be given the option of an initial appointment on a calendar-year basis, with an automatic conversion to an academic year appointment basis upon September 1st of the next fall semester, Faculty who choose this option will continue to be treated "as if" they are appointed to an academic-basis contract and will not be expected to perform services, without due compensation, for the period of non-responsibility that falls between their first spring and first fall semester. Any vacation or personal leave accruals earned during the calendar-year appointment will be forfeited upon commencement of the regular academic-basis appointment on September 1st.

14.3.3 No faculty member shall be transferred from a nine-month academic year to a twelve-month calendar-year appointment except by mutual agreement between the faculty member and the administration. Any faculty member who is transferred from a twelve- month to a nine-month appointment shall be provided with written notice at least one year in advance of the change, and the salary and duties and responsibilities shall be adjusted in accordance with the stipulations at the time of the twelve-month appointment.

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

## Article 15. Faculty Workload

15.1 The goals of the University require that the average workload for tenure-stream faculty members consist of three basic elements: (a) the basic instructional workload, (b) research, creative or professional activity and (c) service both on and off the campus (for non-tenure- track faculty workload see Article 21.2).

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

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

15.4 The number of classroom contact hours, class size and total number of students taught by each faculty member are expected to vary widely among and within schools and departments, depending on the nature of the subject or activity being taught and upon the amount of teaching assistance provided (in the form of teaching assistants, graders, etc.). Departments and faculty set course enrollment caps, for all departmental courses, subject to the approval of the chair, where applicable, and dean. Should the dean deem that circumstances require increases to instructional efficiency, and thereby request that departments make adjustments to course caps, department faculty shall have primary responsibility for proposing academically and pedagogically sound plans for achieving the fiscal savings targets assigned by the dean, including options other than that proposed by the dean; such plans, however, remain subject to approval by the dean. Once course capacities are announced for a given semester schedule, individual course capacities may be increased:

a) At the discretion of the instructor of the course

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

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

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

15.5 The Administration recognizes the central fact, common to all institutions of higher education, that, generally, one (1) hour of scheduled instruction by a faculty member requires several hours of instruction-related work that takes place outside the classroom. This includes preparation and ongoing revision of teaching material, remaining professionally up to date, as well as being available to students both through scheduled

office hours and other methods of student-faculty contact. These activities are expected of all faculty members and are taken into account in the assignment of instructional workloads.

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

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

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

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

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

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

15.9 Tenured faculty will be evaluated by each Department/unit Personnel Committee (DPC),

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

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

15.11 The Administration recognizes the contribution that can be made by the faculty regarding the development of faculty teaching schedules. Accordingly, within assigned section and space allocations, faculty teaching schedules shall be developed at the department/program level in accordance with procedures established within said department/program and subject to the approval of the department chair, where applicable. These procedures shall insure that each affected faculty member shall have prior and reasonable consultation regarding their schedule. These schedules shall then be submitted to the appropriate Dean or designee for approval. If the Dean or designee wishes to revise the schedule developed by the department/program: (a) an opportunity will be provided for discussion with the department chair; and (b) reasons shall be provided and they shall not be arbitrary or capricious.

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

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

15.14 During the first week of classes, each faculty member shall, in each course taught, provide a copy of their syllabus to their department chair and all students in the course.

## Article 16. Performance of Bargaining Unit Work

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

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

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

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

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

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

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

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

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

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

17.4 Any action taken under this Article shall be taken only for just cause. This Article shall be utilized only in rare instances and for demonstrated and continued failure to perform minimum assigned duties or workplace misconduct.

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

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

## Article 18. Suspension and Termination for Disciplinary Reasons

18.1 The appointment of a faculty member/librarian may be suspended or terminated if there is found to be just cause for such action(s).

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

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

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

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

DISMISSAL HEARING PROCEDURES

*Note: Sections 18.5.1 through 18.6.2 do not pertain to Non-Tenure-Track faculty. For Non-Tenure-Track faculty go to Article 21.14.*

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

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

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

[1] https://www.umassp.edu/sites/default/files/T08-010-Responsible%20Conduct%20of%20Research%20and%20Scholarly%20Activities_rft012021.pdf

[2] https://www.umb.edu/media/umassboston/content-assets/documents/rcrprocedures.pdf

performance, the University will make attempts at remediation prior to invoking dismissal procedures. Dismissal procedures will not be used to restrain faculty members or librarians in the exercise of their academic freedom, or in the exercise of any other rights they possess as members of society.

18.5.2 Dismissal Procedures

(a) Initiation of the Process

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

(b) Informal Resolution Process

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

(c) Filing of Formal Charges

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

(1) a detailed statement of the charges, with reasonable particularity;
(2) as to each charge, the names of the witnesses, insofar as known, who will testify in support of the specific allegations; and
(3) insofar as known, the documentary evidence which will be presented. The individual may submit their response to the charges, which shall become part of the record. The charges in support of the recommendation for dismissal may be added to or enlarged upon if investigation or review brings forth additional charges.

In cases of consideration of dismissal for performance as opposed to misconduct, Sections D, E, and F below shall apply. In all other cases, the process shall move immediately to Section G. The Provost, in their written notice under Section C above, shall indicate whether the case is unrelated to performance and is to be moved directly to a hearing under Section G. If the individual concerned disagrees with the Provost's determination as to the nature of the case, the matter shall be referred to the individual's Department Personnel Committee for resolution. The Personnel Committee shall be limited to a determination as to the nature of the case and the resultant procedure to be followed.

(d) Preliminary Review by the Department Personnel Committee

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

(e) Preliminary Review by the College Personnel Committee

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

(f) Provost's Decision to Proceed

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

If the Provost decides to proceed, they shall provide a written copy of their decision to the individual concerned and to the FSU.

(g) Convening of the Hearing

Within fourteen days after the Provost's decision to proceed, a Hearing Panel shall be appointed, as follows.

(1) The Provost and the FSU shall conduct a random drawing of the names of all

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

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

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

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

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

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

(6) If a member is removed from the Hearing Panel under these provisions, the

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

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

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

(h) <u>The Hearing Process</u>

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

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

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

(3) During the hearing, the individual concerned will be permitted to be represented by an academic advisor, a Union representative, or a personal advisor. Representation by an attorney will not be permitted, except that the charged individual may be accompanied and advised by legal counsel only when criminal charges involving the same issues as the disciplinary charges are pending against the individual. In such a circumstance, the Provost may likewise be accompanied and advised by legal counsel. Legal counsel may not speak on behalf of either party. The Provost may be accompanied by or represented at the hearing by a designee. At its request, the Union may additionally have two representatives observe the proceedings, and the individual may, at their request, have one personal or academic advisor in attendance as an observer. Each side shall prior to commencement of the hearing notify the Chair of the

Hearing Panel as to the identity of the person who will speak for each side and any other individuals who will be present. Unless permitted in the discretion of the Hearing Panel, only one person shall speak for each side, in presenting evidence, or cross-examining witnesses, or making opening or closing statements.

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

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

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

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

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

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

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

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

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

(13) Conduct of the Hearing

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

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

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

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

(j) <u>Review by the President or Designee</u>
Within five days of receipt of the Chancellor's decision, the individual may appeal the Chancellor's decision to the President or designee.
After reviewing the written record, the President or designee shall, within thirty

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

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

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

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

18.6 Removal of Principal Investigators

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

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

18.6.1 Procedures:

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

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

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

18.6.2 Timelines:

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

## Article 19. Working Conditions

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

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

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

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

## Article 20. Librarians

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

20.2 Definitions

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

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

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

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

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

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

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

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

20.3 Committees

20.3.1 Librarians Personnel Committee
Each year the librarians in the bargaining unit shall elect a Librarians Personnel Committee (LPC), for the purpose of making recommendations to the Dean of Libraries (DOL) in personnel actions as set forth herein. This committee shall serve from September 1 through August 31 and the DOL shall be notified by September 1 of the members elected to serve. The LPC shall meet as necessary to fulfill its responsibilities set forth in this Agreement.

In addition, the LPC may make recommendations for sabbatical leaves and, pursuant to Subsection 20.5.2 recommendations for initial appointments and for the number of

years of credit for prior experience that should be granted toward rank upon a librarian's initial appointment and toward eligibility for a promotion and, pursuant to 20.7.1, recommendations for reappointment. Neither these recommendations nor decisions counter to them shall be grievable.

20.3.2 Other Committees
The Employer/University Administration retains the right to seek the advice and counsel of an individual or group of librarians on matters of mutual interest, consistent with this Agreement and the requirements of M.G.L. Chapter 150E.

20.4 Procedures for Personnel Actions

20.4.1 Notice of a personnel review for reappointment or promotion shall be sent to the librarian by the DOL no later than August 1 prior to the academic year in which the review takes place. (Notice of eligibility for continuing appointment is defined in Section 20.7.3)

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

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

(a) In accordance with Sections 24.4 and 24.5, a basic file shall be created.
(b) The librarian shall submit to the administrative unit head any and all materials for inclusion in the basic file that they believe will be relevant to the scheduled personnel action.
(c) The materials in the basic file shall be accessible to the librarian, with the exception of any letters of reference or evaluation to which they have voluntarily waived access.
(d) When the basic file is forwarded from the level of the librarian's administrative unit head, it shall contain:

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

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

(1) the recommendations of department and/or division heads;
(2) the recommendation and numerical vote of the LPC;
(3) the recommendation of the DOL;
(4) the decision of the provost; and

(5) other materials solicited, submitted, or received during the review process.

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

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

(h) A copy of the updated table of contents and the decision of the provost shall be sent to the librarian, the DOL and the LPC when the decision is made.

20.4.3 The DOL or other administrative official shall make a recommendation or decision counter to the original recommendation of the LPC only in exceptional circumstances and with compelling reasons in written detail, which shall specifically address the content of that recommendation as well as the established standards and criteria.

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

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

20.5 Appointments

20.5.1 Posting of Vacancies

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

20.5.2 Procedure

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

20.5.3 Initial Appointment Criteria

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

(b) For appointment as Librarian II, a candidate must have a master's degree in library

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

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

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

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

20.5.4 Initial Contract Length

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

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

(c) All such initial contracts mentioned in Subsections 20.5.4(a) and (b) shall be granted so that the contracts expire on August 31.

(d) Individuals appointed to the positions of Librarian I through V for the purpose of carrying out a specific project or to fill a short-term need shall be appointed for no longer than twenty-four (24) months. Individuals appointed to such temporary positions shall be included in the bargaining unit upon completion of twelve (12) continuous calendar months of service.

(e) All individuals appointed to permanent part-time Librarian I through V positions

shall be included in the bargaining unit upon appointment and shall receive pro-rated salary and fringe benefits, as appropriate.

20.5.5 Changes in Assignment and Associated Salary Increases

Before a librarian is assigned supervisory and/or managerial responsibilities that are likely to warrant an increase in salary or stipend, the librarian shall meet with the DOL to discuss the new responsibilities. The DOL shall develop a new job description and work with the Office of Human Resources to determine the appropriate amount of the warranted salary increase or stipend. Before a librarian is given any increase, the DOL shall inform the LPC and provide the librarian with a written description of the conditions that will govern the librarian's assignment and salary increase or stipend. That description shall include:

(a) The duties and responsibilities;
(b) The length of the assignment;
(c) The amount of the salary increase or stipend, which shall be co-terminous with the assignment;
(d) If the assignment is temporary, a timeline for the decision by the DOL about whether to renew the appointment beyond the initial assignment;
(e) Whether the librarian will have any rights to return to their previous position and, if so, under what circumstances.

20.6 Evaluation

20.6.1 Each librarian shall be reviewed annually on the agreed-upon form entitled "Annual Librarian Report and Evaluation of Professional Activities (ALR)." This review shall be in accordance with the timeline for personnel actions.

20.6.2 The librarian shall receive a copy of the completed evaluation form.

20.6.3 Personnel actions shall be based on the evaluation of the librarian's performance of assigned duties and responsibilities on the evaluation form and other relevant materials gathered in accordance with past practice in the campus library.

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

20.7 Reappointments

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

20.7.2 After completion of the initial appointment, a librarian shall be eligible for reappointments with a term of either two (2) or three (3) years, expiring August 31, provided that the librarian has exhibited satisfactory performance as demonstrated

through their annual review (using the form set forth in subsection 20.6.1), unless timely notice is given of intent not to reappoint or to reappoint for a shorter period.

20.7.3 Review for Continuing Appointment

(a) Definition and Notice:

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

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

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

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

(1) In order to be granted a continuing appointment, a librarian must demonstrate the following:

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

(2) The outcome of a review for continuing appointment shall become effective on the September 1st immediately following the academic year in which the review was completed and will be one of the following:

a. Continuing appointment without an end date;
b. A two-year extension of the librarian's term appointment with "good cause"; or
c. Non-reappointment.

(3) In this article, "good cause" means fair and honest performance-based reasons, regulated by good faith on the part of the employer, that are not trivial, arbitrary, capricious, or pretextual. A two-year extension shall be accompanied by a letter from the DOL setting forth the areas of required improvement.

(4) If a librarian is given a two-year extension of their term appointment, a second review for continuing appointment, to determine whether the shortcoming identified by the DOL have been addressed, shall be conducted two years subsequent to the first such review. The outcome of the second review will be one of the following:

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

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

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

20.7.4 Librarians with continuing appointments will be subject to the provisions of Appendix A(L) Policy on PMYR for Librarians, and Appendix C(L) Sabbaticals for Librarians.

20.8 Promotions

20.8.1 Procedures for Promotion

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

(b) The LPC shall consider each candidate for promotion and shall forward its written recommendation to the DOL. After considering the LPC recommendation and relevant materials, the DOL shall forward all recommendations in writing to the provost for action. Copies of the recommendations shall be sent to the librarian and the LPC at the same time they are sent to the next level of review. A copy of the Provost's decision shall be sent to the librarian and the LPC.

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

20.8.2 Criteria for Promotion

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

(b) In order to be promoted in rank, a librarian must meet the requirements of the rank in question as set forth in Subsections 20.5.3(b) through (e) and the following Years of Service in Rank requirements:

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

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

(c) Promotions will be primarily based on meritorious performance of duties and responsibilities; and secondarily on meritorious professional growth and development and service activities as a professional librarian, as well as upon potential for future growth and development and service contributions as a professional librarian.

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

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

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

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

(1) Librarian I to Librarian II

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

(2) Librarian II to Librarian III

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

(3) Librarian III to Librarian IV

a. As evidenced in annual evaluations, fulfillment at a specialist's level of duties and responsibilities in the candidate's official position description and excellent performance of duties and responsibilities which include major administrative and/or technical responsibility and/or subject specialization, and/or other significant library-related contributions to the academic programs of the University.
b. Substantial accomplishments in professional growth and development and service contributions as a professional librarian. Contributes and leads in professional activities and with service groups within Library, University and/or community.

c. Documentation showing that the candidate's knowledge of and contributions to librarianship are becoming recognized by scholars and/or professionals in their field on and off campus.

(4) Librarian IV to Librarian V

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

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

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

20.9 Notice

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

| Length of Continuous Service to the University | Minimum Notice Required Prior to August 31st Expiration of Appointment |
|---|---|
| For first reappointment (= continuous service of at least one but less than two years): | June 1 |
| For subsequent reappointments before five years of continuous service are achieved: | March 1 |
| For reappointments after five years of continuous service are achieved but before continuing appointment has been awarded (if applicable): | September 1 of prior year |

20.9.2 Notice of Resignation

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

| Length of Service to the University | Minimum Notice Required |
|---|---|
| Up to 1 year | 30 days |
| More than 1 but less than 6 years | 60 days |
| 6 years or more | 90 days |

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

20.10 43-Week Workyear

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

20.10.2 Librarians awarded a 43-week workyear shall receive a salary of eighty-five (85) percent of the then current 52-week contract salary. Such salary shall be paid over a 52-week period, and fringe benefits as applicable shall be appropriately pro-rated.

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

20.11 Workload

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

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

20.12 Timelines

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

20.13 Vacation Leave

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

exceed 64 days will automatically be converted to paid sick leave.

20.14 Effective Date

In no case shall the terms of this Article abrogate notice and other actions properly given under University procedures in effect prior to the effective date of this Article, nor shall the Employer/University Administration be held to the requirements set forth herein where the effective date of this Article makes compliance with such requirements impossible or impracticable to fulfill.

20.15 Remote Operations in Exceptional Circumstances

(a) For the purposes of this article, an inclement weather or hazardous condition shall exist whenever the campus announces a closing or delayed opening in accordance with the "Snow and Emergency Weather Policies and Procedures" as may be amended from time to time until such time when the University announces the University is reopening. When the University closes during or before a shift, employees shall be paid for their regular shift as if they had worked unless an employee is on planned leave.

(b) In exceptional circumstances where on-campus operations would be disrupted by unusual operating conditions, the University may remain open but temporarily shift to remote operations. Such a shift will require one week's notice, where feasible, from the University to employees. In such instances:

i. all non-essential employees who are able to perform their job responsibilities remotely are expected to work from their off-campus location. Work performed during the temporary remote operating period will be paid in alignment with the employee's regular pay rate for hours worked; or,

ii. all employees whose job duties are impossible to perform remotely, as confirmed by their department head, in consultation with Human Resources, will be paid their regular rate of pay for their scheduled work hours during the temporary remote operating period.

## Article 21. Non-Tenure-Track (NTT) Faculty

This article, except as otherwise described within it, shall apply to all bargaining-unit members identified as non-tenure-track faculty in Article 2.2.2 of this Agreement (inclusive of clinical faculty, all ranks, but exclusive of librarians, who are covered under Article 20).

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

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

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

21.2 Workload: Each non-tenure-track faculty member's workload shall be such that they can reasonably be expected to discharge the assigned responsibilities within the percentage of time specified in the individual's contract.

21.2.1 Each three-credit course with scheduled hours of instruction for which the faculty member is the sole instructor of record shall provide at least a 25% full-time equivalent appointment per semester, which, for benefited non-tenure-track faculty members at the rank of Lecturer or above, includes both teaching and basic departmental service. Basic departmental service for NTTs will normally consist of some combination of

assigned advisees, participating in departmental open pre-registration advising sessions, representing the department at Welcome Days or similar events, participating in department meetings, or specific service activities. Basic service responsibilities shall be assigned by the Department Chair, in consultation with the faculty member. The service that is assigned should generally be consistent with the faculty member's modality of teaching. (See also 21.12.2 and 26.2.8.)

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

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

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

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

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

d) Enhanced service for Senior Lecturer II and Senior Lecturer III faculty will be evaluated through the Annual Faculty Review process. Should such service be

determined to be inadequate, the Department Chair, with the approval of the Dean, may revoke such service for the following Fall semester and assign an additional three credits to be taught.

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

f) Senior Lecturers III will notify their department chair in writing if they choose to retain a full 12 credits-12 credits course load rather than taking on the increased service responsibilities represented by a 9 credits-9 credits course load.

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

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

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

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

a three-credit course.

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

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

f) Clinical Senior Lecturers III will notify their department chair in writing if they choose to retain a full 12 credits-12 credits course load rather than taking on the increased service responsibilities represented by a 9 credits-9 credits course load.

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

21.2.6 Approved credit-bearing courses taught by NTT faculty during fall or spring semesters including those taught for continuing education shall be included in the calculation of a member's average (mode) workload for the purpose of establishing the percentage of time for just-cause protection, for a continuing appointment, and for promotion, provided no FTE calculation shall exceed 100%.

21.3 Additional Work for Part-Time NTT Faculty:

a. Bargaining unit work added after a department's original semester schedule has been set shall be offered, honoring departmental seniority among current part-time bargaining-unit faculty whenever practicable, to current part-time bargaining-unit faculty in that department who are determined by the Department Chair to be qualified to perform the additional work in question, prior to hiring non-tenure-track faculty outside the bargaining unit to do the work (except as noted below in article 21.3.c). In such instances, the Department Chair shall provide advance written notice of available work, including a description of the work and the required qualifications. Interested part-time bargaining-unit faculty shall submit written notice of interest to the Chair. If the work is assigned to a new appointee, rather than a current bargaining-unit member, the Department Chair shall provide a written explanation to the union, upon request, of the basis on which current bargaining-unit members were deemed unqualified. This provision shall not be subject to grievance except for process violations; the Department Chair's judgment of qualification shall not be subject to Article 25, Grievance Procedure. This provision shall not apply to NTT faculty with the title Associate Lecturer/Clinical Associate Lecturer.

b. In cases where departmental growth generates additional work that is anticipated

to be available every term, the Chair will prioritize assigning this work to qualified current bargaining-unit members, including increasing the percentage of time of continuing appointments held by part-time continuing NTT faculty, before hiring non-tenure-track faculty from outside the bargaining unit. This provision shall not be subject to grievance except for process violations; the Department Chair's judgment of qualification shall not be subject to Article 25, Grievance Procedure. This provision shall not apply to NTT faculty with the title Associate Lecturer/Clinical Associate Lecturer.

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

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

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

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

21.7 NTT Faculty Access to Resources.

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

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

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

21.8.1 All non-tenure-track faculty members with the titles Lecturer/Clinical Lecturer, Senior Lecturer/Clinical Senior Lecturer, Senior Lecturer II/Clinical Senior Lecturer II, and Senior Lecturer III/Clinical Senior Lecturer III and with appointments at less than 50% FTE, who are appointed on any funding source other than gifts, grants, and contracts and who have at least six academic years of continuous service (or who consistently

have taught one semester per year for nine continuous years) and who are not replacements for tenure-system faculty members, shall be given priority for reappointment over non-bargaining-unit members and shall be provided with written reasons, upon request, if they are not reappointed, and an individual not previously employed by the University is appointed to their vacated position. This provision shall not apply to NTT faculty with the title Associate Lecturer/Clinical Associate Lecturer, except as specified below in 21.8.3.

21.8.2 Reappointment or non-reappointment notice for NTT Faculty with the titles Lecturer/Clinical Lecturer, Senior Lecturer/Clinical Senior Lecturer, Senior Lecturer II/Clinical Senior Lecturer II, and Senior Lecturer III/Clinical Senior Lecturer III who are at less than 50% FTE shall be provided notice by the end of the semester.

21.8.3 NTT Faculty Who Hold Just Cause Rights from the 2012-14 Agreement

NTT faculty at any percentage of time who previously held just cause rights under the 2012-14 Agreement but did not qualify for a continuing appointment as of 7/1/2014 shall not be exempted from Section 21.8.1 above (except that they shall not be required to have accrued six years of service), shall be subject to the notice provisions in 21.8.1, and may not be subject to termination during the course of their contracts for arbitrary or capricious reasons. They do not have guarantee of reappointment (see MOU 6 for more information).

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

21.9.1 Appointments, Reappointments, and Notice Periods.

a) Initial Appointments

1. For NTT faculty members on the Lecturer Track or on the Clinical Lecturer Track in the Manning College of Nursing and Health Sciences at 50% or more FTE (exclusive of Associate Lecturers/Clinical Associate Lecturers), initial appointments or initial appointments after a break in service of more than one semester may be made for a period of one semester or of one, two, or four years, at the discretion of the Department Chair, with approval of the Dean.
2. For NTT faculty at the rank of Associate Lecturer/Clinical Associate Lecturer, all appointments shall be made for a period of one semester.
3. For NTT faculty on the Scholarship of Practice Track in the Manning College of Nursing and Health Sciences, appointment will normally be at 100% FTE and must be at a minimum of 50% FTE. Initial appointments may be made for a period of one, two, or four years, at the discretion of the Department Chair, with approval of the Dean and Provost.
4. Candidates for appointment as Clinical Professors, all ranks, on the Scholarship of Practice Track in the Manning College of Nursing and Health Sciences must:
    a. Have a terminal degree in the pertinent discipline;

b. Be engaged in scholarship of practice;
c. Satisfy other criteria for the designated rank, as outlined in this Article.

b) Subsequent reappointments shall be as follows, at the discretion of the Dean:

<table>
<tr><th colspan="6">NTT Appointments at 50% - 100% FTE (exclusive of Associate Lecturers and Clinical Associate Lecturers)</th></tr>
<tr><td colspan="6">FOR INITIAL AND RECURRING APPOINTMENTS OF 1 SEMESTER‡:</td></tr>
<tr><td>Initial</td><td>Notice of</td><td>First</td><td>Notice of</td><td colspan="2">Subsequent Reappointments</td></tr>
<tr><td>Appointment</td><td>Reappointment or Non-reappointment</td><td>Reappointment</td><td>Reappointment or Non-reappointment</td><td>If the NTT will not reach the 3.0 FTE mark during the time of the expiring contract:</td><td>If the NTT will reach the 3.0 FTE mark during the time of the expiring contract:</td></tr>
<tr><td>1 semester</td><td>Before end of semester</td><td>1 semester</td><td>Before end of semester</td><td>Reappointment for 1 semester; notice before end of semester</td><td>Any reappointment would be a continuing appointment (except where 21.9.1.g applies)</td></tr>
<tr><td colspan="6">FOR INITIAL APPOINTMENTS OF 1 YEAR OR MORE‡:</td></tr>
<tr><td rowspan="2">Initial Appointment</td><td rowspan="2">Notice of Reappointment or Non-reappointment</td><td rowspan="2">First Reappointment</td><td rowspan="2">Notice of Reappointment or Non-reappointment</td><td colspan="2">Subsequent Reappointments</td></tr>
<tr><td>If the NTT will not reach the 3.0 FTE mark during the time of the expiring contract:</td><td>If the NTT will reach the 3.0 FTE mark during the time of the expiring contract:</td></tr>
<tr><td>1 year</td><td>March 1 or at least 3 months before appointment end date*</td><td>1 year</td><td>December 15 or at least 6 months before appointment end date*</td><td>Reappointment for 2 years; notice by August 15 at the end of year one of the two-year contract.</td><td rowspan="3">Any reappointment would be a continuing appointment (except where 21.9.1.g applies)</td></tr>
<tr><td>2 years</td><td>December 15 or at least 6 months before appointment end date*</td><td>2 years</td><td>August 15 of 3rd year of service or at least 12 months before appointment end date*</td><td>Reappointment for 2 years; notice by August 15 at the end of year one of the two-year contract.</td></tr>
<tr><td>4 years</td><td>August 15 of 3rd year of service or at least 12 months before appointment end date*</td><td colspan="3">If the NTT will not reach the 3.0 FTE (or more) mark during the time of the expiring contract: reappointment for 2 years; notice by August 15 at the end of year one (of two).</td></tr>
<tr><td colspan="6">* Note notice deadline variations specified in paragraphs c, d, e, and f below.<br>‡ Appointments are made by numbers of academic semesters/years, but the calculation of service credit toward eligibility for continuing appointments is made in FTE years. A 50% FTE appointment accrues service credit at only half the rate of a 100% FTE appointment.</td></tr>
</table>

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

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

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

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

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

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

21.9.2 Continuing Appointments. Continuing appointment is defined as appointment with no end date, unless just cause for termination exists or the Dean determines that the work performed by the individual will not be performed in the college/school by a non-tenure- track faculty member.

a. Reappointments before continuing appointment is achieved shall be at the discretion of the Dean (upon recommendation of the Department Chair), who shall consider such factors as performance, need for the individual's services, availability of funding, and ongoing maintenance of licensure/certification (when required by respective accrediting and governance bodies). Non-reappointment during this same time period shall not be grievable. Any reappointment made after the faculty member reaches the service mark specified in 21.9.2.b shall be a continuing appointment as specified in this section, except where 21.9.1.g applies.

b. Upon completion of three years of continuous full-time-equivalent service at 50% time or more, with no more than two (2) semesters at less than half time and no more than one semester at zero time, NTT faculty shall become eligible for reappointment to continuing appointments with no termination date. Full-time non-tenure-track faculty members on one-semester appointments, for example, shall be deemed to have met the three-year service threshold after six semesters of appointments. Periods of either authorized leave or professional development leave (as described in 21.13.4) shall not count as breaks in FTE service towards continuing appointment but shall not accrue FTE service towards continuing appointment.

   Upon recommendation by the Department Chair, and after a dean's review based on such factors as performance, need for the individual's services, availability of funding, and ongoing maintenance of licensure/certification (when required by respective accrediting and governance bodies), the dean determines whether the non-tenure-track faculty member should be offered a continuing appointment.

   In the case of a positive decision, the administration will extend an offer of continuing appointment at 50% or more time. The percentage of time of the continuing appointment shall be the average (mode) FTE of the NTT over the prior 4 semesters.

   In the event a part-time NTT with a continuing appointment is given work above the assigned FTE of their continuing appointment for 2 consecutive semesters, upon request of the NTT to their respective department chair, the FTE of the assigned continuing appointment will be adjusted and a new offer letter will be extended. Upon acceptance of the new offer the increase would be effective after the completion of the second consecutive semester.

   In the case of a negative decision, the dean will give the non-tenure-track faculty member written notice of non-reappointment in accordance with the chart in 21.9.1.

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

21.9.3 Termination for just cause.

Just Cause: Just cause for dismissal will be related to the fitness of the faculty member in their professional capacity, and may include, but not be limited to, demonstrated substantial and manifest neglect of duty or failure to perform one's duty, failure to maintain licensure/certification (when required by respective accrediting and governance bodies), severely inadequate performance, or egregious misconduct that substantially impairs the individual's fulfillment of their institutional responsibilities. When remediation is deemed possible, the University will make attempts at remediation prior to invoking dismissal procedures. Dismissal procedures will not be used to restrain faculty members in the exercise of their academic freedom, or in the exercise of any other rights they possess as members of society. If the effective date of the dismissal for cause of an individual in their first, second, or third year of service is

prior to the expiration date of their appointment, and in all cases of dismissal for cause involving those on continuing appointments or those with just cause rights as enumerated in 21.8.3, the individual shall be entitled to due process prior to dismissal. During the consideration of dismissal for cause, the individual shall continue to receive their full salary. If in the judgment of the Administration the continued service of the individual would do serious harm to the University, the individual may be relieved of duties. In all cases of dismissal for cause, the procedures outlined in Article 21.14 shall be followed.

21.9.4 Layoff of NTT Faculty with Continuing Appointments

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

b. Order of Layoff. If the Administration decides to reduce the number of half- time or greater non-tenure-track faculty members appointed on sources of funds other than gifts, grants, or contracts within a department or program, seniority shall determine the order of termination among individuals whose duties and responsibilities and expertise are, in the judgment of the Administration, substantially the same. Seniority shall be defined as the number of full-time-equivalent years of service as an Associate Lecturer/Clinical Associate Lecturer, Lecturer/Clinical Lecturer, Lecturer I, Lecturer II, Senior Lecturer/Clinical Senior Lecturer, Senior Lecturer II/Clinical Senior Lecturer II, Senior Lecturer III/Clinical Senior Lecturer III, Assistant Professor, Associate Professor, Professor, Visiting Assistant Professor, Visiting Associate Professor, Visiting Professor, Clinical Assistant Professor, Clinical Associate Professor, Clinical Professor, Research Assistant Professor, Research Associate Professor, Research Professor, or in positions, excluding student employment, with duties and responsibilities substantially the same as those commonly performed by the holders of these titles. See Article 21.13 for continuity of service as it affects order of layoff.

c. Replacement of Senior Lecturers/Clinical Senior Lecturers, Senior LecturerII's/Clinical Senior Lecturer II's, Senior Lecturer III/Clinical Senior Lecturer III, and Clinical Professors on continuing appointment (all ranks). Replacement of NTT faculty at the rank of Senior Lecturer/Clinical Senior Lecturer by a tenure-track faculty member shall require a written rationale from the Department Chair, provided to the individual at the time of notice, and the approval of the Dean and Provost; it shall not be instituted for arbitrary or capricious reasons. Replacement of a Senior Lecturer II/Clinical Senior Lecturer II, Senior Lecturer III/Clinical Senior Lecturer III, or Clinical Professors on continuing appointment (all ranks) by a tenure-

track faculty member shall occur only in exceptional circumstances, with a written rationale from the Department Chair, provided to the individual at the time of notice, and approval of the Dean and Provost; it shall not be instituted for arbitrary or capricious reasons.

d. Recall After Layoff. Any individual who has a continuing appointment and has been laid off for any reason except for cause shall, upon request, have their name placed on a recall list for a period of three years from the date of layoff. Qualified individuals whose names are on the recall list shall be given an opportunity, in inverse order of layoff within the department or program, to be reinstated to available positions in their department or program for which, in the view of the Department Chair, they are qualified. Any individual who refuses such an employment opportunity shall be removed from the list. Any offer of employment pursuant to this section must be accepted within fourteen (14) days after the date of receipt of the offer.

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

21.10. Provisions Specific to Lecturer Titles.

21.10.1 Progressive Lecturer Titles. The progressive ranks of non-tenure-track faculty shall be:

Lecturer Track:

- Lecturer
- Senior Lecturer
- Senior Lecturer II
- Senior Lecturer III

Clinical Lecturer Track in the Manning College of Nursing and Health Sciences:

- Clinical Lecturer
- Clinical Senior Lecturer
- Clinical Senior Lecturer II
- Clinical Senior Lecturer III

Scholarship of Practice Track in the Manning College of Nursing and Health Sciences:

- Clinical Assistant Professor
- Clinical Associate Professor
- Clinical Professor

21.10.2 Progression in ranks. See also article 21.12.

a. Lecturers/Clinical Lecturers who have completed six years of full-time-equivalent service are eligible for promotion to Senior Lecturer/Clinical Senior Lecturer.
b. Senior Lecturers/Clinical Senior Lecturers who have completed six years of full-time- equivalent service in that title are eligible for promotion to Senior Lecturer II/Clinical Senior Lecturer II.
c. Senior Lecturers II/Clinical Senior Lecturers II who have completed six years of full-time- equivalent service in that title are eligible for promotion to Senior

Lecturer III/Clinical Senior Lecturer III.

d. Scholarship of Practice track progression shall be Clinical Assistant, Clinical Associate and Clinical Professor. Promotion shall be based upon successful fulfillment of requirements in Article 21.12.
e. The ranks of Associate Lecturer and Clinical Associate Lecturer shall not be counted among the progressive ranks of non-tenure-track titles.

21.11 Associate Lecturers/Clinical Associate Lecturers

21.11.1 The title of Associate Lecturer or the title of Clinical Associate Lecturer in the Manning College of Nursing and Health Sciences will be used in the following circumstances:

i. Associate Lecturers/Clinical Associate Lecturers will normally be appointed at less than 50% FTE on an as-needed basis to temporarily replace faculty who are on leave or who have temporary or indefinite release from some teaching duties; to fulfill instructional needs where the scope and duration of those needs are uncertain or are known to be of limited duration; or to fulfill highly specialized and occasional instructional needs. Associate Lecturers/Clinical Associate Lecturers may be appointed from outside the bargaining unit within the limitations placed by the provisions of 21.3 concerning "Additional Work for Part-Time NTT Faculty."
ii. Associate Lecturers/Clinical Associate Lecturers may be appointed at greater than 50% time to meet departmental instructional needs, whether upon original hire or upon reappointment, within the limitations placed by the provisions of 21.3 concerning "Additional Work for Part-Time NTT Faculty." Temporary increases in FTE of this type will not result in a change in title or rate of pay.
iii. In such case as an Associate Lecturer/Clinical Associate Lecturer has served at 50% FTE or higher for three consecutive semesters, their title shall be converted to Lecturer, and effective as of the start of the semester following that conversion they shall receive a salary increase to the applicable salary floor for Lecturers (unless their salary already exceeds that floor). The three semesters of continuous service at 50% or greater in the title of Associate Lecturer/Clinical Associate Lecturer that led to this conversion shall be counted toward the faculty member's eligibility for continuing appointment. All service in the title of Associate Lecturer/Clinical Associate Lecturer shall be counted toward the converted faculty member's eligibility for promotion to Senior Lecturer/Clinical Senior Lecturer, with the stipulation that an Associate Lecturer/Clinical Associate Lecturer converted to Lecturer/Clinical Lecturer shall not be eligible for the title of Senior Lecturer/Clinical Senior Lecturer without at least three years of full-time-equivalent service in the rank of Lecturer/Clinical Lecturer.

21.11.2 Associate Lecturers/Clinical Associate Lecturers shall be hired on single- semester contracts.

21.12 Promotion of NTT Faculty

21.12.1 Eligibility for promotion.

21.12.1.a All Lecturers/Clinical Lecturers with at least six years of full-time-equivalent service as a Lecturer/Clinical Lecturer, Lecturer I, Lecturer II, or in a position, excluding student employment, with duties and responsibilities substantially the same as Lecturer, will be eligible for consideration for promotion to the rank of Senior Lecturer/Clinical Senior Lecturer. See also MOU 6.

21.12.1.b All Senior Lecturers/Clinical Senior Lecturers with at least six years of full- time-equivalent service as a Senior Lecturer/Clinical Senior Lecturer, or in a position, excluding student employment, with duties and responsibilities substantially the same as Senior Lecturers/Clinical Senior Lecturers, will be eligible for consideration for promotion to the rank of Senior Lecturer II/Clinical Senior Lecturer II.

21.12.1.c All Senior Lecturers II/Clinical Senior Lecturers II with at least six years of full- time-equivalent service as a Senior Lecturer II/Clinical Senior Lecturer II, or in a position, excluding student employment, with duties and responsibilities substantially the same as Senior Lecturers II/Clinical Senior Lecturers II, will be eligible for consideration for promotion to the rank of Senior Lecturer III/Clinical Senior Lecturer III.

21.12.1.d NTT's auto-converted from Lecturer II to Senior Lecturer as of July 1, 2014, shall be grandfathered with regard to eligibility criteria for promotion to Senior Lecturer II; i.e. they shall become eligible for that promotion after completing ten calendar years of service, per the previous agreement, rather than after six FTE years of service (per the present agreement). In cases where the service of an NTT grandfathered under this section is broken (per Article 21.13), the grandfathering shall become void, and the NTT shall revert to standard eligibility requirements. In cases where the promotion application of an NTT grandfathered under this section is denied, the grandfathering shall become void, and the NTT will become eligible to reapply in accordance with normal eligibility requirements.

21.12.1.e Clinical Assistant Professors with at least six years of full-time-equivalent service will be eligible for consideration for promotion to the rank of Clinical Associate Professor.

21.12.1.f Clinical Associate Professors who have completed six years of full time-equivalent service in that title, and/or in the title of Senior Lecturer or Senior Lecturer II, will be eligible for consideration for promotion to the rank of Clinical Professor.

21.12.2 Promotion Standards and Criteria: In addition to having accrued the necessary service credit, a candidate on the Lecturer Track for promotion to Senior Lecturer, Senior Lecturer II, or Senior Lecturer III, a candidate on the Clinical Lecturer Track for promotion to Clinical Senior Lecturer, Clinical Senior Lecturer II, or Clinical Senior Lecturer III, or a candidate on the Scholarship of Practice Track for promotion to Clinical Associate Professor or Clinical Professor must demonstrate evidence of:

a) Meritorious performance in the area(s) of the candidate's responsibility.

1. For those on the Lecturer track: These areas shall include at minimum teaching and the service component referenced in Article 21.2. NTTs whose teaching responsibilities have been reduced for higher-than-usual service responsibilities (see Article 21.2.3) will be evaluated in all pertinent areas, in accordance with their assigned responsibilities. Voluntary performance by NTT faculty of service beyond the basic requirement, such as substantial committee work, shall be considered a positive contribution to the promotion file, but lack of service beyond the basic requirement shall not be deemed to detract from it;
2. For those on the Clinical Lecturer Track in the Manning College of Nursing and Health Sciences: These areas shall include teaching, clinical practice, and department/college service. Clinical faculty on the Clinical Lecturer Track whose teaching responsibilities have been reduced in favor of higher-than-usual service responsibilities (per Article 21.2.4) will be evaluated in all pertinent areas, in accordance with their assigned responsibilities.
3. For those on the Scholarship of Practice Track in the Manning College of Nursing and Health Sciences: These areas shall include teaching, scholarship of practice, and department/ college service. Clinical faculty on the Scholarship of Practice Track whose teaching responsibilities have been reduced in favor of higher-than-usual scholarly or service responsibilities (per article 21.2.5) will be evaluated in all pertinent areas, in accordance with their assigned responsibilities.

b) Promise of continuing professional development and achievement.

21.12.3 Timing: The candidate should declare their intention to stand for promotion in May preceding the spring in which the promotion review will take place (see Academic Master Calendar for each year's specific deadline). The candidate may submit their portfolio to the Department Chair no later than the first day of the spring semester of the academic year in which the candidate has accrued or will accrue the equivalent of six years of full- time-equivalent service in their current rank, though additional materials may be added to the promotional file after that date as per 21.12.4. The review process will be conducted during the spring semester of that academic year; resulting promotions will be effective on the following September 1st. The candidate will be notified of the Provost's decision no later than August 15th of the summer after the academic year in which the review has taken place. In the exceptional circumstance that an unanticipated change to an NTT's expected spring workload results in a delay in their reaching the equivalent of six years of full-time-equivalent service, the promotion review will be deferred to the following spring.

21.12.4 Review Process: Candidates for promotion to the rank of Senior Lecturer/Clinical Senior Lecturer, Senior Lecturer II/Clinical Senior Lecturer II, Senior Lecturer III/Clinical Senior Lecturer III, Clinical Associate Professor, or Clinical Professor shall follow this review process:

(a) Candidates who believe they are eligible to apply for promotion shall consult with the Department Chair, who in turn shall consult with the Dean/Provost, to confirm eligibility.

(b) Candidates must declare for promotion by the deadline date set in the Academic Master Calendar for the spring preceding the academic year in which the promotion will be reviewed.

(c) The candidate shall assemble a portfolio of accomplishments in their area(s) of responsibility, including a personal statement, a current *curriculum vitae*, and all other materials that the candidate believes will be essential to an adequate consideration of the case and submit the portfolio to their Department Chair by the first day of the Spring semester. When material is added to the basic file beyond the departmental level, the Departmental Personnel Committee and the Department Chair shall have opportunity to respond as to its substance and appropriateness; unless it is protected by waiver, the faculty member shall also have this opportunity.

1. Candidates who wish to include in the portfolio letters of evaluation from scholars or professionals in other University departments or from outside the University shall supply a list of such potential evaluators to the Department Chair with the portfolio. The Chair shall solicit evaluations from the individuals suggested by the candidate and may solicit evaluations from other relevant scholars and professionals.
2. Candidates on the Scholarship of Practice Track in the Manning College of Nursing and Health Sciences, and candidates on the Lecturer Track in any college or on the Clinical Lecturer Track in the Manning College of Nursing and Health Sciences whose job responsibilities have been modified (per Article 21.2.3. 21.2.4 or 21.2.5) to include either scholarly responsibilities or higher-than-usual service responsibilities (or both) shall provide to the Department Chair the names of at least two recognized scholars or professionals who are qualified to evaluate their accomplishments in each added area of responsibility. The candidate shall provide these names in writing no later than June 1st for applications to be reviewed the following Spring. The Department Chair shall supplement the candidate's list with the names of at least two additional relevant scholars or professionals in each added area of responsibility. The candidate may comment on but may not require the removal of any name from the final list of outside evaluators. Using the list so created, the Department Chair shall solicit evaluations of the candidate's performance and professional record in each added area of responsibility.

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

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

f) The Department Chair reviews the portfolio and forwards their recommendation to the relevant College Personnel Committee (as described in paragraph 21.12.4.g below), simultaneously sending copies to the Chair of the Department Personnel Committee and to the candidate. Prior to making a recommendation that may be contrary to the recommendations forwarded from the Department Personnel Committee, the Department Chair shall invite

the DPC to provide additional information for the basic file or clarification of the recommendation.

g) College Personnel Committees shall be constituted as follows: the relevant standing College Personnel Committee, expanded by one or two Senior Lecturers, Senior Lecturers II or Senior Lecturers III for candidates on the Lecturer Track, or by one or two Clinical Senior Lecturers, Clinical Senior Lecturers II, or Clinical Senior Lecturers III for candidates on the Clinical Lecturer Track in the Manning College of Nursing and Health Sciences, or by one or two Clinical Associate Professors or Clinical Professors for candidates on the Scholarship of Practice Track in the Manning College of Nursing and Health Sciences, selected in accordance with the normal college process for populating the CPC. These committees shall review the portfolio and forward their numerical votes and recommendations to the Dean, simultaneously sending copies to the Department Chair, the Chair of the Department Personnel Committee, and the candidate. Prior to making a recommendation that may be contrary to either of the recommendations forwarded from the DPC or Department Chair, the CPC shall invite the DPC and/or the Department Chair to provide additional information for the basic file or clarification of the recommendation

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

i) The Provost shall review the portfolio and inform the candidate and all previous levels of review of their decision. Prior to making a decision that may be contrary to either of the recommendations forwarded from the school or college level, the Provost shall invite the Dean to provide additional information for the basic file or clarification of the recommendation.

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

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

1. Periods of authorized leave.
2. For faculty without benefits, absences of four or fewer consecutive semesters for reasons that would meet the qualifications for family leave under the Family Medical Leave Act.
3. Periods of three consecutive semesters without appointments due to unavailability of work as determined by the Administration. (This provision is not applicable to eligibility for continuing appointments—see 21.9.2)

4. Absence of four or fewer consecutive semesters for the purpose of professional development as recommended by the Department Chair and approved by the Dean.
5. Periods of layoff, but additional seniority shall not accrue during such periods of layoff.

Service that is followed by a break in service of more than five years shall not be included in the calculation of seniority, and service that is followed by a break in service of two or more semesters shall not be included in the calculation of eligibility for continuing appointment. This section does not apply to Associate Lecturers/Clinical Associate Lecturers.

21.14 Suspension and Dismissal for Disciplinary Reasons

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

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

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

21.14.4 Suspension and Dismissal Hearing Procedures. These procedures shall apply to all instances where suspension or dismissal of a non-tenure-track faculty member is being considered except those covered by the "Policy on Responsible Conduct of Research and Scholarly Activities." It is expected that, where remediation is deemed possible, Department Chairs will file formal charges only after attempting to resolve the situation informally with the faculty member.

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

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

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

The faculty member may file a response with the appropriate Dean with copies to the academic Department Chair and the Union. Any response shall be

become part of the record. Any written charges or responses may be amended upon the discovery of additional information.

c. Hearing and Recommendation.

i. The appropriate Dean shall convene the Departmental Personnel Committee (or a sub-committee as determined by the Departmental Personnel Committee), or where one does not exist an *ad hoc* committee (hereafter referred to as the Hearing Panel), for the purpose of conducting a hearing and rendering a recommendation for disposition of the charges. Any NTT bargaining unit member subject to the 21.14 dismissal process will be given a minimum of 3 weeks following receipt of notification of the formal charges per 21.14.4.b to prepare for the dismissal hearing.

ii. The Hearing Panel shall designate a Chair.

iii. The Hearing Panel shall conduct a hearing in accordance with the following:

1. The faculty member may be represented by the Union or other academic or personal representative, and the academic Department Chair may be represented by another University academic or administrative officer. Neither party shall be represented by an attorney unless the charge includes allegations of criminal conduct.
2. The academic Department Chair has the burden of proof.
3. The faculty member and the academic Department Chair and their representatives shall have the opportunity to make opening and closing statements, to examine and cross-examine witness, and to introduce documentary evidence. Members of the Hearing Panel may also question witnesses and may limit the amount of time permitted for each of these activities.
4. With appropriate notice to all parties, the Hearing Panel may call its own witnesses, who may be cross-examined by the faculty member and the academic Department Chair or their representatives.
5. The Hearing Panel shall not be bound by the rules of evidence.
6. Following the hearing, the Hearing Panel shall file written findings of fact and a recommendation for disposition with the appropriate College Personnel Committee, with copies to the appropriate Dean, academic Department Chair, the faculty member, and the Union.
7. The appropriate College Personnel Committee shall review the findings and recommendation for disposition and, after inserting any comments, shall file the DPC's findings and recommendation for disposition with the appropriate Dean, with copies to the academic Department Chair, the faculty member, and the Union.

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

If the DPC has not recommended suspension or dismissal, and the Dean decides to proceed to suspend or dismiss, the Dean

must provide compelling reason for doing so.

e. Appeal to Provost. The faculty member may file a written appeal to the Provost of an adverse decision by the appropriate Dean. The appeal shall be filed no later than fourteen (14) calendar days from receipt of the Dean's decision. The Provost shall render a decision in writing within fourteen (14) calendar days of receipt of the faculty member's appeal to the Dean's decision. The Provost's decision shall be final. The Provost's decision shall conclude the results of the suspension and dismissal hearing procedures within this Article.

## Article 21.A. Simulation- Lab Faculty

This article, except as otherwise described within it, shall apply to all bargaining-unit members identified as Simulation-Lab Faculty in Article 2.2.2 of this Agreement.

21.A.1. Compensation for Simulation-Lab Faculty: The salary minima in Article 26.4 shall apply to all full-time and, on a pro-rata basis, all part-time Simulation-Lab faculty. At the time of any reappointment to the same title, an individual's rate of pay may be the same as or higher than the rate at the end of the last appointment period but may not be lower.

21.A.2. Workload: The workload for full-time equivalent Simulation-Lab faculty shall be a maximum of 37.5 hours per week. Appointments at less than full-time shall have hours adjusted accordingly. The scheduling of Simulation-Lab faculty working hours shall be the right of the Simulation-Lab Director or designee in consultation with the faculty member.

21.A.2.1. Duties: The duties of Simulation-Lab faculty shall consist of simulation-lab education responsibilities and basic service, which shall include:

Teaching simulation sessions, along with assessing, evaluating, and consulting with Simulation-Lab students; Providing individualized Simulation-Lab student support as needed; Designing, reviewing, and revising simulation curriculum; Collaborating with clinical and nursing faculty and attending department and program meetings.

21.A.3. Additional Work for Part-Time Simulation-Lab Faculty:

21.A.3.1. Simulation-Lab faculty interested in teaching additional courses within a department can submit their name to the respective department chair and will be considered under Article 21.3.

21.A.4. Benefits for Simulation-Lab Faculty: Faculty who are employed on a part-time basis shall be entitled to appropriate fringe benefits in accordance with state rules, regulations or statutes.

21.A.5. Evaluation of Simulation-Lab Faculty: The annual evaluation of all Simulation-Lab faculty shall be conducted under the terms of Article 33.

21.A.6. Simulation-Lab Faculty at 50% FTE or Greater: These provisions shall apply to all Simulation-Lab faculty members with appointments at 50% or greater.

21.A.6.1. Appointments, Reappointments, and Notice Periods.

21.A.6.1.1. Initial Appointments Initial appointments may be made for any period of time, at the discretion of the Simulation-Lab Director, with approval of the Dean and Provost.

21.A.6.1.2. Subsequent reappointments shall be as follows, at the discretion of the Director:

a. Simulation-Lab faculty in their first year of service should receive notice of reappointment or non-reappointment at least three months prior to the termination of their contract.
b. Individuals in their second year of service shall receive notice of reappointment or non-reappointment at least six months prior to the termination of their contract.

21.A.7. Continuing Appointments. Continuing appointment is defined as appointment with no end date, unless just cause for termination exists.

21.A.7.1. Reappointments before continuing appointment is achieved shall be at the discretion of the Dean (upon recommendation of the Director), who shall consider such factors as performance, need for the individual's services, availability of funding, and ongoing maintenance of licensure/certification (when required by respective accrediting and governance bodies). Non- reappointment during this same time period shall not be grievable. Any reappointment made after the faculty member reaches the service mark specified in 21.A.7.2 shall be a continuing appointment as specified in this section.

21.A.7.2. Upon completion of three (3) years of continuous full-time-equivalent service at 50% time or more, from date of hire, Simulation-Lab faculty shall become eligible for reappointment to continuing appointments with no termination date. Periods of authorized leave shall not count as breaks in service towards continuing appointment but shall not accrue service towards continuing appointment.

21.A.7.3. Upon recommendation by the Director, and after a Dean's review based on such factors as performance, need for the individual's services, availability of funding, and ongoing maintenance of licensure/certification (when required by respective accrediting and governance bodies), the Dean determines whether the Simulation-Lab faculty member should be offered a continuing appointment.

21.A.7.3.1. In the case of a positive decision, the administration will extend an offer of continuing appointment at the current or above FTE level.

21.A.7.3.2. In the case of a negative decision, the Dean will give the faculty member written notice of non-reappointment in accordance with 21.A.6.1.2.

21.A.7.4. Termination for just cause.

21.A.7.4.1. Just Cause: Just cause for dismissal will be related to the fitness of the faculty member in their professional capacity, and may include, but not be limited to, demonstrated substantial and manifest neglect of duty or failure to perform one's duty, failure to maintain licensure/certification (when required by respective accrediting and governance bodies), severely inadequate performance, or egregious misconduct that substantially impairs the individual's fulfillment of their institutional responsibilities. When remediation is deemed possible, the University will make attempts at remediation prior to invoking dismissal procedures. Dismissal procedures will not be used to restrain faculty members in the exercise of their academic freedom, or in the exercise of any other rights they possess as members of society. If the effective date

of the dismissal for cause of an individual in their first, second, or third year of service is prior to the expiration date of their appointment, and in all cases of dismissal for cause involving those on continuing appointments, the individual shall be entitled to due process prior to dismissal. During the consideration of dismissal for cause, the individual shall continue to receive their full salary. If in the judgment of the Administration the continued service of the individual would do serious harm to the University, the individual may be relieved of duties. In all cases of dismissal for cause, the procedures outlined in Article 21.A.11 shall be followed.

21.A.7.5. Layoff of Simulation-Lab Faculty with Continuing Appointments

21.A.7.5.1. Reduction or Elimination of Work. Any individual who has a continuing appointment may be laid off if the Dean determines that the work performed by the individual is being eliminated or reduced. In such cases, the individual shall be entitled to notice at least one year prior to the effective date of the layoff. Written reasons for the layoff shall be provided to the individual and to the Union. Such a layoff shall not be deemed retrenchment under Article 22, and none of the terms of that article shall apply. The work being done by the individual identified for layoff may continue, provided the remaining work is less than 50 percent FTE, and be performed at a reduced level by remaining Simulation-Lab faculty members if those remaining faculty members are qualified to perform that work and have greater seniority or if their additional duties are outside the qualifications of the terminated Simulation-Lab faculty member.

21.A.7.5.2. Order of Layoff. If the Administration decides to reduce the number of half- time or greater Simulation-Lab faculty members, seniority shall determine the order of termination among individuals whose duties and responsibilities and expertise are, in the judgment of the Administration, substantially the same. Seniority shall be defined as the number of calendar years of service as a Simulation-Lab Faculty, I, II, or III, or in positions, excluding student employment, with duties and responsibilities substantially the same as those commonly performed by the holders of these titles. See Article 21.13 for continuity of service as it affects order of layoff.

21.A.7.5.3. Recall After Layoff. Any individual who has a continuing appointment and has been laid off for any reason except for cause shall, upon request, have their name placed on a recall list for a period of three years from the date of layoff. Qualified individuals whose names are on the recall list shall be given an opportunity, in inverse order of layoff within the department or program, to be reinstated to available positions in their department or program for which, in the view of the Director, they are qualified. Any individual who refuses such an employment opportunity shall be removed from the list. Any offer of employment pursuant to this section must be accepted within fourteen (14) days after the date of

receipt of the offer.

21.A.8. Retrenchment. At any time during an individual's service, the individual may be subject to retrenchment in accordance with the provisions of Article 22 of the Agreement. In such cases, the notice provisions and all other terms of that article shall apply, anything above to the contrary notwithstanding.

21.A.9. Promotion of Simulation-Lab Faculty

21.A.9.1. Progressive Simulation-Lab Faculty Titles. The progressive ranks of Simulation-Lab faculty shall be:

- Simulation-Lab Faculty
- Simulation-Lab Faculty I
- Simulation-Lab Faculty II
- Simulation-Lab Faculty III

21.A.9.2. Progression in ranks.

21.A.9.2.1. Simulation-Lab Faculty who have completed six years of full-time equivalent service in that title, or in a position with duties and responsibilities substantially the same as Simulation-Lab Faculty, or who have obtained their CHSE or an equivalent certification are eligible for consideration for promotion to the rank of Simulation-Lab Faculty I.

21.A.9.2.2. Simulation-Lab Faculty I who have completed six years of full-time equivalent service in that title, or in a position with duties and responsibilities substantially the same as Simulation-Lab Faculty I or who have obtained their CHSE-A or an equivalent certification, are eligible for consideration for promotion to Simulation-Lab Faculty II.

21.A.9.2.3. Simulation-Lab Faculty II who have completed six years of full-time equivalent service in that title, or in a position with duties and responsibilities substantially the same as Simulation-Lab Faculty II, are eligible for consideration for promotion to Simulation-Lab Faculty III.

21.A.9.3. Promotion Standards and Criteria: In addition to having accrued the necessary service credit, a Simulation-Lab Faculty candidate seeking promotion to a higher rank, must demonstrate evidence of:

21.A.9.3.1. Meritorious performance in the area(s) of the candidate's responsibility.

a. These areas shall include at minimum teaching and service referenced in Article 21.A.2.

21.A.9.3.2. Promise of continuing professional development and achievement.

21.A.9.4. Timing: The candidate should declare their intention to stand for promotion in May preceding the spring in which the promotion review will take place (see Academic Master Calendar for each year's specific deadline). The candidate may submit their

portfolio to their Director no later than the first day of the spring semester of the academic year in which the candidate has accrued or will accrue the equivalent of six calendar years of service in their current rank, though additional materials may be added to the promotional file after that date as per Article 99.9.5 The review process will be conducted during the spring semester of that academic year; resulting promotions will be effective on the following September 1st. The candidate will be notified of the Provost's decision no later than August 15th of the summer after the academic year in which the review has taken place.

21.A.9.5. Review Process: Candidates for promotion to the rank of Simulation-Lab Faculty I, II, or III shall follow this review process:

21.A.9.5.1. Candidates who believe they are eligible to apply for promotion shall consult with the Director, who in turn shall consult with the Dean/Provost, to confirm eligibility.

21.A.9.5.2. Candidates must declare for promotion by the deadline date set in the Academic Master Calendar for the spring preceding the academic year in which the promotion will be reviewed.

21.A.9.5.3. The candidate shall assemble a portfolio of accomplishments in their area(s) of responsibility, including a personal statement, a current *curriculum vitae*, and all other materials that the candidate believes will be essential to an adequate consideration of the case and submit the portfolio to their Director by the first day of the Spring semester. When material is added to the basic file beyond the departmental level, the Departmental Personnel Committee and the Director shall have opportunity to respond as to its substance and appropriateness; unless it is protected by waiver, the faculty member shall also have this opportunity.

21.A.9.5.4. Candidates who wish to include in the portfolio letters of evaluation from scholars or professionals in other University departments or from outside the University shall supply a list of such potential evaluators to the Director with the portfolio. The Director shall solicit evaluations from the individuals suggested by the candidate and may solicit evaluations from other relevant scholars and professionals.

21.A.9.5.5. The Director adds to the file all available evaluations of teaching effectiveness.

21.A.9.5.6. The Department Personnel Committee reviews the portfolio and forwards its numerical vote and recommendation to the Director, simultaneously sending a copy to the candidate.

21.A.9.5.7. The Director reviews the portfolio and forwards their recommendation to the relevant College Personnel Committee, simultaneously sending copies to the Chair of the Department Personnel Committee and to the candidate. Prior to making a recommendation that may be contrary to the recommendations forwarded from the Department Personnel

Committee, the Director shall invite the DPC to provide additional information for the basic file or clarification of the recommendation.

21.A.9.5.8. College Personnel Committees shall be constituted as follows: the relevant standing College Personnel Committee, expanded by one or two Simulation-Lab Faculty I, II, or III, selected in accordance with the normal college process for populating the CPC. These committees shall review the portfolio and forward their numerical votes and recommendations to the Dean, simultaneously sending copies to the Director, the Chair of the Department Personnel Committee, and the candidate. Prior to making a recommendation that may be contrary to either of the recommendations forwarded from the DPC or Director, the CPC shall invite the DPC and/or the Director to provide additional information for the basic file or clarification of the recommendation.

21.A.9.5.9. The Dean shall review the portfolio and forward their recommendation to the Provost, simultaneously sending copies to the College Personnel Committee, the Director, the Chair of the Department Personnel Committee, and the candidate. Prior to making a recommendation or decision that may be contrary to the recommendations forwarded from the departmental level, the Dean shall invite the department to provide additional information for the basic file or clarification of the recommendation.

21.A.9.5.10. The Provost shall review the portfolio and inform the candidate and all previous levels of review of their decision. Prior to making a decision that may be contrary to either of the recommendations forwarded from the school or college level, the Provost shall invite the Dean to provide additional information for the basic file or clarification of the recommendation.

21.A.9.6. Effective Date of Promotion: The promotion of a successful candidate will take effect on September 1st of the academic year following the Provost's decision.

21.A.10. Continuity of Service and Seniority. See Article 21.13

21.A.11. Suspension and Dismissal for Disciplinary Reasons

21.A.11.1. The provisions contained in Article 18, Sections 18.1 through 18.5 shall apply to Simulation-Lab faculty members.

21.A.11.2. Except for serious misconduct, progressive discipline shall ordinarily be applied, which may include specific attempts to remediate conduct or performance, as well as measures such as reprimand, censure, or suspension.

21.A.11.3. Notwithstanding the provisions contained in the Dismissal Hearing Procedures section of Article 18.5, whenever the University seeks to suspend or dismiss a Simulation-Lab faculty member, the following procedures shall apply:

21.A.11.4. Suspension and Dismissal Hearing Procedures. These procedures shall apply to all instances where suspension or dismissal of a Simulation-Lab faculty member is being considered except those covered by the "Policy on Responsible Conduct of Research and Scholarly Activities." It is expected that, where remediation is deemed possible, Directors will file formal charges only after attempting to resolve the situation informally with the faculty member.

21.A.11.4.1. Filing of Formal Charges. If informal efforts to resolve the matter (when called for) are not successful, the Director shall file formal charges and a recommendation for suspension/dismissal. The written notice shall be given within ninety days after the University becomes aware of the matters giving rise to the charge, or of the latest incidence of a recurring or persistent problem (though this period may be extended for an additional thirty days in order to conduct an informal resolution process). Such charges and recommendations shall be filed with the appropriate Dean with copies to the faculty member and the Union and shall include:

a. A detailed statement of the charges, with reasonable particularity;

b. As to each charge, the names of the witnesses, insofar as known, who will testify in support of the specific allegations; and;

c. Insofar as known, the documentary evidence that will be presented.

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

21.A.11.5. Hearing and Recommendation.

21.A.11.5.1. The appropriate Dean shall convene the Departmental Personnel Committee (or a sub-committee as determined by the Departmental Personnel Committee), or where one does not exist an *ad hoc* committee (hereafter referred to as the Hearing Panel), for the purpose of conducting a hearing and rendering a recommendation for disposition of the charges. Any Simulation-Lab bargaining unit member subject to this dismissal process will be given a minimum of 3 weeks following receipt of notification of the formal charges to prepare for the dismissal hearing.

21.A.11.5.2. The Hearing Panel shall designate a Chair.

21.A.11.5.3. The Hearing Panel shall conduct a hearing in accordance with the following:

a. The faculty member may be represented by the Union or other academic or personal representative, and the Director may be represented by another University academic or administrative

officer. Neither party shall be represented by an attorney unless the charge includes allegations of criminal conduct.

b. The academic Director has the burden of proof.
c. The faculty member and the Director and their representatives shall have the opportunity to make opening and closing statements, to examine and cross- examine witnesses, and to introduce documentary evidence. Members of the Hearing Panel may also question witnesses and may limit the amount of time permitted for each of these activities.
d. With appropriate notice to all parties, the Hearing Panel may call its own witnesses, who may be cross- examined by the faculty member and the Director or their representatives.
e. The Hearing Panel shall not be bound by the rules of evidence.
f. Following the hearing, the Hearing Panel shall file written findings of fact and a recommendation for disposition with the appropriate College Personnel Committee, with copies to the appropriate Dean, Director, the faculty member, and the Union.
g. The appropriate College Personnel Committee shall review the findings and recommendation for disposition and, after inserting any comments, shall file the DPC's findings and recommendation for disposition with the appropriate Dean, with copies to the Director, the faculty member, and the Union.

21.A.11.5.4. Decision by Appropriate Dean. Upon consideration of the Hearing Panel's findings and recommendation, the appropriate Dean shall determine whether to: 1) reject the charges; 2) suspend or dismiss the faculty member; or 3) take other action, and shall, within fourteen days of receipt of the CPC's transmission, notify the Director, the Department Personnel Committee, the faculty member, and the Union in writing.

21.A.11.5.5. If the DPC has not recommended suspension or dismissal, and the Dean decides to proceed to suspend or dismiss, the Dean must provide compelling reason for doing so.

21.A.11.5.6. Appeal to Provost. The faculty member may file a written appeal to the Provost of an adverse decision by the appropriate Dean. The appeal shall be filed no later than fourteen (14) calendar days from receipt of the Dean's decision. The Provost shall render a decision in writing within fourteen (14) calendar days of receipt of the faculty member's appeal to the Dean's decision. The Provost's decision shall be final. The Provost's decision shall conclude the results of the suspension and dismissal hearing procedures within this Article.

# Article 22. Retrenchment

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

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

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

22.4 Procedures for Retrenchment for Financial Reasons:

(a) The procedures in Section 22.4 shall apply in all instances where the Employer/University Administration anticipates that retrenchment for financial reasons may be necessary.

(b) If the Employer/University Administration determines that retrenchment for financial reasons may be necessary, it shall so notify the Union, governance bodies and other appropriate faculty/librarian groups and shall provide said groups with a preliminary retrenchment plan, which shall address the reasons for the anticipated retrenchment, the amount of the anticipated retrenchment and the areas proposed for retrenchment.

(c) Accurate information, statistics and/or financial data related to such plan shall be made available by the Employer/University Administration for inspection and/or copying upon request of the above groups.

(d) The Employer/University Administration shall provide a reasonable period of time and, whenever possible, a minimum of thirty (30) days from the issuance of the preliminary retrenchment plan, to receive advice from the above groups.

(e) If, after having considered the advice of the above groups, the Employer/University Administration determines that retrenchment remains necessary, the Employer/University Administration shall issue a final retrenchment plan, which shall state the units in which retrenchment shall occur, the extent of retrenchment in each such unit and, if known, the projected duration of retrenchment. In developing the final retrenchment plan, the Employer/University Administration shall address the following considerations:

(1) the mission of the affected unit(s) and how circumstances have altered that mission;

(2) the dependence of other unit(s) of the University on the unit(s) affected;
(3) duplication elsewhere in the University of the offerings of the unit(s) affected and/or arrangements to replace offerings lost;
(4) arrangements to allow students in the affected unit(s) to satisfy academic needs or requirements;
(5) possible consequences to the stature of the University;
(6) status of faculty or librarians involved and their possibilities of re-employment elsewhere in the University;
(7) the problems inherent in making programmatic decisions within the time constraints imposed;
(8) the advisability of program curtailment as opposed to program abolition.

(f) Once a determination has been made to retrench bargaining-unit members within a particular unit, the order of retrenchment of bargaining-unit members within said unit shall be:
(1) Part-time bargaining-unit members, temporary bargaining-unit members and bargaining-unit members on terminal appointments;
(2) Probationary full-time faculty and librarians not on continuing appointments; and
(3) Tenured faculty and librarians on continuing appointments.

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

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

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

22.5 Procedures for Retrenchment for Programmatic Reasons:

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

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

(c) The Employer/University Administration agrees that, in the event an academic or library unit is proposed for termination or reduction, the unit concerned and governance bodies (in accordance with Article 13) shall be provided with not less than ninety (90) calendar days between September 1 and June 30 to present advice on the Employer's/University Administration's proposal. The Employer/University Administration agrees that in arriving at a decision to retrench for programmatic reasons, it shall address the considerations specified in Subsection 22.4(e) (1) through (6) as well as consistency with officially adopted long-range plans cited in

Subsection 12.9.

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

22.6 Rights and Benefits of Retrenched Bargaining-unit members:

(a) Notice

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

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

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

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

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

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

salary for each week the notice period is shortened.

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

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

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

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

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

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

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

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

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

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

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

22.9 The parties agree to a joint committee having as its charge the development and

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

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

22.11 The University shall maintain a hiring freeze on all administrative, professional and bargaining unit positions during a retrenchment for financial reasons except for filling critical need vacancies.

## Article 23. No Strike

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

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

## Article 24. Personnel Files

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

24.2 The provisions of the Fair Information Practices Regulations-Doc. T77-059.pdf shall govern the collection, dissemination and maintenance of the personnel files set forth in Section 24.1. Alleged misinterpretations, misapplications or violations of T77-059 may be pursued only through the grievance procedure set forth in T77-059. Alleged misinterpretations, misapplications, or violations of Sections 24.1, 24.3, 24.4, 24.5, 24.6, 24.9 shall be pursued through the grievance procedure set forth in Article 25, Grievance Procedure.

24.3 The master personnel file shall henceforth include the following:

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

24.3.2 copies of all completed personnel action forms;

24.3.3 a copy of each annual evaluation;

24.3.4 materials regarding sabbatical leaves and leaves of absence;

24.3.5 application for employment and related materials;

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

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

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

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

24.4.1 For faculty members:

(a) reappointment through the tenure decision year;
(b) tenure review;
(c) review for promotion from assistant professor to associate professor (in those cases in which this action is separate from the tenure review);
(d) review for promotion from associate professor to professor.

24.4.2 For librarians:

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

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

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

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

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

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

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

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

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

## Article 25. Grievance Procedure

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

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

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

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

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

25.5.1 LEVEL ONE: Chancellor
The grievant(s) and/or the Union shall file the grievance with the Chancellor within

sixty (60) calendar days of the occurrence giving rise to the grievance or within sixty (60) calendar days of the date on which the grievant(s) and/or the Union learned or should have learned of such occurrence, whichever is later, but in no case longer than a year from the occurrence. If the alleged violation occurs while a bargaining-unit member is on an approved leave, the bargaining-unit member shall file the grievance within sixty (60) calendar days from the date of expiration of said leave or sixty (60) calendar days from the date the bargaining-unit member learned or should have learned of the occurrence giving rise to the grievance, whichever is later, but in no event later than fourteen (14) calendar months from the date of the occurrence. The grievant(s) and/or the Union and the Chancellor shall meet and discuss the grievance within thirty (30) calendar days after such filing. The Chancellor shall then consider the grievance and render a decision together with the reasons in writing to the grievant(s) and the Union within twenty-one (21) calendar days from the date of the meeting.

25.5.2 LEVEL TWO: President

A grievance may be submitted to the President in cases where the grievant(s) and/or the Union are not satisfied with the decision at Level One, or where the grievance is of a University-wide nature, or where the grievance is based on a presidential decision. If the grievant(s) and/or the Union is not satisfied with the decision at Level One, the grievant(s) and/or the Union may file an appeal in writing to the President within ten (10) calendar days after the written decision of the Chancellor is received, or is due; grievances presented initially to the President must be filed by the grievant(s) and/or the Union within sixty (60) calendar days of the occurrence giving rise to the grievance or within sixty (60) calendar days of the date on which the grievant(s) and/or the Union learned or should have learned of such occurrence, whichever is later. If a bargaining-unit member is on approved leave at the time of the alleged violation or at the time 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.

25.5.3 LEVEL THREE: Arbitration

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

Upon acceptance by the selected individual of the position of arbitrator, the Administration and Union shall promptly file with the arbitrator:

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

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

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

25.6 Union Representation and Rights:

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

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

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

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

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

25.7.1 When available state-appropriated funds are insufficient to implement an arbitration

award(s), the matter shall be submitted to the Legislature by the Administration for funding with the support of the Union; provided, however, that nothing contained herein shall be construed to prevent and/or restrict the implementation of the nonmonetary aspect(s) of the arbitration award(s).

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

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

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

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

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

## Article 26. Salaries

26.1 Across-the-Board (ATB) Salary Increases. If the cost items described below become effective in accordance with Article 30, as well as the other eligibility provisions contained in Article 26, then: the ATB increases will be given effective on the dates specified.

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

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

(a) Effective the first full pay period of January 2025 (January 12, 2025), otherwise eligible members of the bargaining unit shall receive a base salary increase of three and one half percent (3.5%) based on the salary in effect on November 1, 2024. To be eligible for this salary increase, an employee must have been on the payroll on December 31, 2024.

(b) Effective the first full pay period of July, 2025 (July 13, 2025), otherwise eligible members of the bargaining unit shall receive a base salary increase of two and one quarter (2.25%) based on the salary in effect on May 1, 2025. To be eligible for this salary increase, an employee must have been on the payroll on June 30, 2025.

(c) Effective the first full pay period of January 2026 (January 11, 2026), otherwise eligible members of the bargaining unit shall receive a base salary increase of two and one quarter percent (2.25%) based on the salary in effect on November 1, 2025. To be eligible for this salary increase, an employee must have been on the payroll on December 31, 2025.

(d) Effective the first full pay period of July 2026 (July 12, 2026), otherwise eligible members of the bargaining unit shall receive a base salary increase of two and one quarter percent (2.25%) based on the salary in effect on May 1, 2026. To be eligible for this salary increase, an employee must have been on the payroll on June 30, 2026.

(e) Effective the first full pay period of January 2027 (January 10, 2027), otherwise eligible members of the bargaining unit shall receive a base salary increase of two and one quarter percent (2.25%) based on the salary in effect on November 1, 2026. To be eligible for this salary increase, an employee must have been on the payroll on December 31, 2026.

26.1.2 Eligibility Criteria: The salary increases described in Section 26.1.1 above shall be distributed to each bargaining-unit member, exclusive of Associate Lecturers/Clinical Associate Lecturers hired after this agreement is ratified, unless (1) the Department Head and Department Personnel Committee both agree that the increase should be denied,and (2) the procedures specified in Article 17, "Failure to Perform Minimum

Assigned Duties," have progressed to the imposition of sanctions specified in Article 17.3.2. To be eligible for any salary increase referenced in Section 26.1, an otherwise eligible employee must have a "satisfactory" performance rating and must either a) be on the payroll during the pay period in which the salary increase is implemented or b) be retired, deceased, or have been laid off since the effective date of this increase. Those who leave voluntarily before the implementation date of the increase will not be eligible for any retroactive increase provided, however, that the amount of retroactive pay to which they otherwise would have been entitled will be calculated and distributed to FSU members in accordance with the RES provisions in 26.6.

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

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

26.1.4 The parties acknowledge that once the Commonwealth provides the University with the necessary funding for collective bargaining agreements, the University's payroll staff needs to undertake a process to make the required changes in the payroll system and ensure these changes are fully compliant with the union contract and state and federal law. To assure compliance, the University shall apply any retroactivity payments in the pay period next following implementation of the negotiated raises. The amount of time required to make these changes will depend on the number of

unions contracts that need to be paid out, the union headcount, the duration of the retroactive period (if any) and the number of other compensation changes in addition to the general wage increase. In most instances, the increases will be implemented within two to three pay periods after the date of the receipt of funds from the Commonwealth.

26.2 Merit Increases. If the cost items below become effective in accordance with Article 30, the campuses will implement the following merit increases. The following table describes the implementation of merit increases throughout the life of this Agreement with the qualifications described below in Sections 26.2.2 through 26.2.3.

| Eligibility: Bargaining-unit ember on payroll as of: | Period of Performance Reviewed for Merit | Increase takes effect first full pay period of: | Payroll snapshot date: | Campus merit pool amount: |
|---|---|---|---|---|
| June 30, 2020 | AY 2019-2020 | July 2020 | May 1, 2020 | 0.5% |
| June 30, 2021 | AY 2020-2021 | July 2021 | May 1, 2021 | 0.5% |
| June 30, 2022 | AY 2021-2022 | July 2022 | May 1, 2022 | 0.5% |

(a) In addition to the July 2020 ATB increase described in 26.1, there shall be established a merit pool equal to one-half percent (0.5%), based on a payroll snapshot date of May 1, 2020. The period of performance reviewed for such a merit award will be AY2019-2020. The determination of merit pay shall be in accordance with the provisions of Article 26.

(b) In addition to the July 2021 ATB increase described in 26.1., there shall be established a merit pool equal to one-half percent (0.5%), based on a payroll snapshot date of May 1, 2021. The period of performance reviewed for such a merit award will be AY2020-2021. The determination of merit pay shall be in accordance with the provisions of Article 26.

(c) In addition to the July 2022 ATB increase described in 26.1., there shall be established a merit pool equal to one-half percent (0.5%), based on a payroll snapshot date of May 1, 2022. The period of performance reviewed for such a merit award will be AY2021-2022. The determination of merit pay shall be in accordance with the provisions of Article 26.

26.2.1 Schedule of Merit Increases: Merit pay will be suspended through June 30, 2027.

26.2.2 Eligibility: Except as excluded below in Sections 26.2.3, all bargaining-unit members, exclusive of Associate Lecturers/Clinical Associate Lecturers hired after this agreement is ratified, shall be eligible for merit increases, including but not limited to the following:

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

(b) Those on sabbatical leave, provided that payment shall be proportionate to the bargaining-unit member's fraction of appointment during the term of the sabbatical leave and shall be raised to the appropriate rate of increase upon their

return to regular duties.

(c) Those on paid leave.
(d) Those on leave without pay, provided that payment shall not commence until regular duties have been resumed.
(e) Those who are part-time bargaining-unit members, regardless of their full-time equivalency.
(f) Those who are non-tenure-track bargaining-unit members.
(g) Those on temporary assignment to other departments/ programs/ libraries, provided that they shall be counted for allocation purposes in the department/ program/ library where normally employed to the extent of the fraction of appointment in the department/ program/ library where normally employed.

To be eligible for any salary increases referenced in Article 26.2, an otherwise eligible employee must have a "satisfactory" performance rating and must either a) be on the payroll during the pay period in which the salary increase is implemented or b) be retired, deceased, or have been laid off since the effective date of the increase. Those who leave voluntarily before the implementation date of the increase will not be eligible for any retroactive increase provided, however, that the amount of retroactive pay to which they otherwise would have been entitled will be calculated and distributed to FSU members in accordance with the RES provisions in Article 26.6 below.

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

(a) Those in the first academic year of their initial appointments;
(b) Those whose appointments are not being renewed;
(c) Those who will separate their employment with the university before the effective date of such a merit increase;
(d) Those not being recommended for tenure by the Chancellor;
(e) Associate Lecturers/Clinical Associate Lecturers hired after January 1, 2018.

26.2.4 Periods of review: Review of a bargaining-unit member's performance for the purposes of considering a merit award shall include only those activities documented in that person's annual review for the academic year (September 1 through August 31) identified in Section 26.2 above.

26.2.5 Calculation of campus merit pool: The value of each campus's total merit pool shall consist of the listed percentage of the aggregate of all of that campus's bargaining-unit members' salaries as of the "snapshot date" identified in Section 26.2.

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

26.2.7 Calculation of department and college/school/library merit pools: Each campus shall have two kinds of merit pools: A pool (Pool A) for each department/analogous unit ("department-level unit") and a pool (Pool B) for each college/school/library/analogous unit ("college-level unit"). For all college-level units (including Libraries) that are not subdivided into departments, the following

references to department-level units shall mean college-level units. The two merit pools shall be distributed to bargaining-unit members in accordance with Article 11 or Section 20.3 to recognize meritorious performance:

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

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

26.2.8 General criteria for the award of merit: Merit awards shall not be distributed across-the- board and shall not be limited to a pre-determined percentage or category of bargaining- unit members eligible. Bargaining-unit members shall be evaluated for merit only on the basis of their assigned duties, except as otherwise provided in Article 21. Those on joint appointment shall be considered for merit within each respective department based on their job responsibilities within that department. As part of the annual merit-award process, the Provost will remind Personnel Committees and administrators involved in the merit process of the eligibility requirements and of these general criteria.

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

26.2.10 Merit review process:

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

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

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

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

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

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

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

26.4 26.4.1 Salary Floors: The salary floors for all bargaining-unit members shall be as follows, effective September 1, 2025, and after the ATB that are effective prior to September 1, 2025, or upon the first full pay period following the execution of this agreement, whichever is later:

| Rank | Base Salary Floor for 100% FTE by Rank |
|---|---|
| Instructor | $67,000 |
| Assistant Professor | $80,000 |
| Associate Professor | $88,000 |
| Professor | $110,000 |
| Lecturer/Clinical Lecturer | $60,000 |
| Senior Lecturer/Clinical Senior Lecturer | $70,000 |
| Senior Lecturer II/Clinical Senior Lecturer II | $73,000 |
| Senior Lecturer III/Clinical Senior Lecturer III | $76,000 |
| Clinical Assistant Professor | $75,000 |
| Clinical Associate Professor | $86,000 |
| Clinical Professor | $108,000 |
| Librarian I | $62,000 |
| Librarian II | $67,000 |
| Librarian III | $76,000 |
| Librarian IV | $86,000 |
| Librarian V | $97,000 |
| Simulation-Lab Faculty | $75,000 |
| Simulation-Lab Faculty I | $100,000 |
| Simulation-Lab Faculty II | $105,000 |
| Simulation-Lab Faculty III | $110,000 |

Salary floors for faculty ranks are for nine-month appointments and will be adjusted accordingly for twelve-month appointments, except 1) as provided in Article 14.3, 2) and for Simulation-Lab faculty whose salary floors are for calendar year appointments.

26.4.2 Effective September 1, 2025, or upon execution of this Agreement, whichever is later, non-tenure track faculty at the rank of Associate Lecturer or Clinical Associate Lecturer will be paid a minimum per-course rate of $5,800. Effective September 1, 2026, the per-course rate shall increase to $6,000.

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

26.6 Funds to Support Bargaining-Unit Members.

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

(a) For the period of July 1, 2024, to June 30, 2027, a Research and Educational Support

fund of $150,000 will be allocated to the Provost's Office and expended for the purposes of professional development, to include:

1. NTT and Librarian Professional Development Funds, Commencing Fiscal Year 2026, a total of $100,000 will be reserved exclusively for support of non-tenure-track faculty and librarians. All awards from the professional development fund are subject to the qualifications and limitations described in Section 26.6.2 of the current collective bargaining agreement; provided that, if the total applications described in this paragraph exceed the respective pool, the Union and the University shall determine how the pool(s) shall be apportioned among those faculty members who had applied for funds in accordance with this paragraph. The funds referred to in this paragraph must be expended during this fiscal year.

2. Anti-Racism Activities Funds- Commencing Fiscal Year 2026, an additional $50,000 pool of funding shall be allocated to and distributed by the Provost's office in consultation with the FSU to support anti-racism activities for faculty and librarians. The consultation referenced here will consist of the following: Upon request by the Union, the parties will meet no later than May 31st of each calendar year, unless agreed otherwise by the parties, to review and discuss options for the expenditure in the current fiscal year of the $ 50,000 allocated to racial justice initiatives for that fiscal year. These options will be designed to support the racial justice priorities of the University within the allocated $ 50,000 budget. Additionally, both the union and the administration may propose initiatives and programs consistent with this guidance. Upon the conclusion of consultation among the parties as to how the $ 50,000 racial justice initiative funding will be spent during the fiscal year, the provost will provide final approval and the parties will advise relevant offices in the university as needed to implement the agreement. Upon request, the administration will provide a final accounting of how funds were utilized upon conclusion of the fiscal year. Once the $45,000 payment is allocated, , no further payment will be owed under this provision.

(b) Travel Funds- Commencing Fiscal Year 2026, an annual Travel Fund of up to $400,000 to reimburse tenured or tenure-track faculty members, librarians, and Clinical Assistant Professors, Clinical Associate Professors, and Clinical Professors in the Manning College of Nursing and Health Sciences for eligible travel expenses, including professional membership when tied to conference attendance, incurred in presenting their research, scholarship, or creative activity at conferences. Reimbursement shall not exceed
$1,700 per person per year of this Agreement. The funds for this program will be allocated to and administered by the Provost's' Office. The criteria for accountability and expense eligibility in effect and provided to the Union in 2012 will continue to be applied for the life of this Agreement.

(c) If, on June 1st in each fiscal year of the contract, there remain unspent funds from any of the pools described in 26.6.1, the unspent funds will be transferred to the Healey Library budget.

26.6.2 Qualifications & Limitations: All funds awarded for the Research and Educational Support Fund must be expended during the fiscal year in which they are allocated, and

all expenditures must conform to all applicable requirements of University rules and regulations and state law, including the following:

(a) These funds may not be used to enhance salary rates of or pay salary bonuses to bargaining-unit members, or for any other purpose subject to personal income tax with these exceptions: They may be used for student payroll on "CC" funds. They may be used for reimbursement of allowable dependent-care expenses associated with approved professional travel by bargaining-unit members; the University shall report such reimbursements as taxable income to the bargaining-unit member.
(b) The Commonwealth of Massachusetts will hold title to any materials or equipment purchased in whole or in part with these funds.
(c) These funds may not be used to lease space.
(d) Freight costs must be included in the price of any material or equipment purchased. Equipment purchased with these funds must arrive on campus by the end of the fiscal year in which it is ordered.
(e) Equipment rentals paid for with these funds must terminate by the end of the fiscal year in which the funds were allocated.
(f) Travel paid for with these funds must begin and end during the fiscal year in which the funds are allocated.
(g) Requisitions for materials and equipment purchased with these funds must be received in the Procurement Office by March 31 of the fiscal year in which the funds are allocated.
(h) Purchase Orders for materials and equipment purchased with these funds must be received in the Procurement Office by March 31 of the fiscal year in which the funds are allocated.
(i) Any purchase that totals $1000 or more is subject to the requirements of the University bid process (unless covered by a Massachusetts Higher Education Consortium contract or State contract). Bargaining-unit members who anticipate utilization of this process must contact their Dean's office for instructions.
(j) Reimbursements will not be allowed except for travel expenses, allowable dependent- care expenses, conference fees, subscriptions, books, tuition, and professional memberships.

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

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

26.8 MTA VOTE Deductions: Payroll deduction shall be permitted for unit members who wish to participate in MTA's VOTE, a political action committee. All payroll deductions for unit members shall be allocated in equal amounts in each paycheck. A bargaining-unit member who wishes to participate must consent in writing to the authorization of the deduction from their 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 their authorization by giving at least sixty days' notice in writing to their 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 their duties in a sum and with such surety or securities as are satisfactory to the Administration. The Union will defend the Administration against any and all claims arising from or related to this Article.

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

26.9.1 Anomaly Increases.

(a) Eligibility: All tenure-system bargaining-unit members, Clinical Assistant Professors, Clinical Associate Professors, and Clinical Professors in the Manning College of Nursing and Health Sciences, and librarians are eligible for anomaly increases.

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

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

(d) Process: The UAC shall review the analysis prepared by the Administration and any other such data requested by the UAC and may consult with bargaining-unit members, Personnel Committees, Department Chairs, Deans, or others, and shall

determine whether one or more salary adjustments are warranted. The UAC shall prepare and submit to the Provost a report of any such determinations.

(e) Effective Date: Any salary adjustment based on the UAC's determination shall become effective on September 1st of the next academic year following such determination and shall not be grievable pursuant to Article 25.

(f) Funding: Each year, the Administration shall budget a minimum of $70,000 to address salary anomalies, provided that the Administration may, but shall not be required to, budget additional funds. In any year in which the budgeted amount is insufficient to address all of the anomalies identified by the UAC, salary adjustments will be made based on a pro rata share of any such budgeted amount or as otherwise determined by the UAC. Any unused budgeted funds may be used to remedy previously identified, but un-remedied, salary anomalies or to address salary anomalies identified in subsequent years.

## Article 27. Supplemental Compensation (Benefits)

27.1 Travel Expenses & Allowances.

27.1.1 Mileage Allowance. Subject to the provisions of the Commonwealth's "Red Book" rules and regulations[3], 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[4] website for current rates.)

27.1.2 Meal Allowance. Subject to the provisions of the Commonwealth's "Red Book" rules and regulations[4], 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[4] website for current rates.)

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

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

27.3 Leaves.

27.3.1 Vacation Leave. Faculty members on academic year appointments are not eligible for vacation leave. Full-time faculty members on calendar-year appointments shall accrue 6.76 hours of vacation time each two-week pay period, and librarians shall accrue 6.34 hours of vacation time each two-week period, in both cases not to exceed 22 days per year. For part-time faculty members and librarians with appointments of 50% time or more, this accrual shall be pro-rated based on percentage and length of appointment. Faculty members and librarians with appointments of less than 50% time are not eligible for vacation leave. No vacation leave shall be accrued while a faculty member or librarian is on leave without pay. One additional day a year shall be added to the vacation leave accrual upon the completion of five, ten, and twenty years of service, respectively. The Administration will grant vacation leave in the year in which it becomes available, unless in 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.

[3] http://www.mass.gov/anf/docs/hrd/policies/publications/pol-redbk.rtf, see Section 9
[4] https://www.umb.edu/controller/reimbursements

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

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

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

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

27.3.2 Personal Leave. Faculty members on academic year appointments are not eligible for personal leave. After a year of service, full-time faculty members on calendar-year appointments and librarians shall receive five paid personal leave days each January for use during that calendar year, provided that one day shall be automatically dedicated to the day after Thanksgiving , unless the employee opts to work remotely on that day as provided for in Section 27.5(b) below. This amount shall be pro-rated according to the following schedule for faculty members whose appointments begin after January 1. Personal leave must be used by the end of the calendar year, or it will be forfeited. For part-time faculty members and librarians with calendar-year appointments of 50% time or more, this leave shall be pro-rated based on percentage of appointment. Faculty members and librarians with appointments of less than 50% time are not eligible for personal leave.

| Start Date | Personal Time Awarded |
|---|---|
| Jan. - Mar. | 5 Days |
| Apr. - June | 3 Days |
| Jul. - Sept. | 1 Day |
| Oct. - Dec. | 0 Days |

27.3.3 Sick Leave

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

(b) Accrual of Sick Leave. Full-time librarians shall accrue 4.53 hours of sick leave each two-week payroll period, not to exceed fifteen days per year. Full-time faculty members on calendar-year appointments shall accrue 4.61 hours of sick leave each two-week payroll period, not to exceed fifteen days per year. Full-time faculty members on academic year appointments shall accrue 3.07 hours of sick leave each two-week payroll period, not to exceed ten days per year. For part-time

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

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

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

(d) Certification by Healthcare Provider. For any period of absence of more than three days due to illness, the Administration may require, for purpose of additional evidence only, a physician's certificate for the necessity of such absence. Any bargaining-unit member who thereafter fails or declines to submit such a statement shall not be entitled to use sick leave until 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 Department Chair 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[5], 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.

1. 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 their 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

[5] https://www.mass.gov/info-details/massachusetts-law-about-small-necessities-act-leave

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.

(g) 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.

27.3.4 Family Leave Policy. The parties agree to the implementation of Trustee Policy T93-123, "Family Leave Policy,"[6] for bargaining-unit members.

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

(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; or who have continuing appointments, and who have appointments that make it possible to fulfill the return obligation described below;
(3) All librarians with at least four months of service

(c) Timing of Application for and Use of Parental Leave: Parental leave shall be taken during the semester in which the child's birth or adoption occurs or an immediately adjacent semester. In the event the birth or adoption occurs in the period between the Fall and Spring semesters or the period between the Spring and Fall semesters, the member will decide which semester the birth or adoption will be considered to have occurred in for purposes of determining the semester in which the leave will occur. A bargaining-unit member wishing to take parental leave must apply at least one semester prior to the proposed start of the leave, when the faculty member or librarian has knowledge of the impending birth or adoption, whichever is later, or when the faculty member or librarian has been granted an appointment that makes it possible to fulfill the return obligation described below, whichever of the three occurs latest. If an otherwise eligible individual misses the application deadline, the parties will negotiate to determine whether to waive the deadline.

(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[7] and conflict of interest[8], shall continue to apply to the

[6] https://www.umassp.edu/sites/default/files/board-policies/Personnel_Family_Leave.pdf

[7] https://www.umassp.edu/sites/default/files/board-policies/Fac_Consulting_Policy_UMA-UMB.pdf

[8] https://www.umb.edu/research/orsp/research-compliance/conflict-of-interest/

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.

27.3.6 Bereavement Leave. Full-time bargaining-unit members and part-time bargaining-unit members with appointments of 50% time or more shall be granted a leave of absence with pay for a maximum of four days upon evidence satisfactory to the Administration of the death of a spouse, partner, child, stepchild, parent, stepparent, sibling, step sibling, grandparent, grandchild, spouse's parent, a person for whom the bargaining-unit member is the legal guardian, a person for whom the bargaining-unit member is primarily responsible for making funeral arrangements, or a person living in the bargaining-unit member's household.

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

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

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

27.4 Domestic Violence Policy: Full-time bargaining-unit members and part-time bargaining-unit members with appointments of 50% time or more shall be granted fifteen days of paid leave

(and up to six months of unpaid leave) for victims to attend to issues resulting from domestic violence.

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

| | |
|---|---|
| New Year's Day | Independence Day |
| Martin Luther King Day | Labor Day |
| President's Day | Indigenous People's Day (observed on the Columbus Day holiday) |
| Patriots Day | Veterans Day |
| Memorial Day | Thanksgiving Day |
| Juneteenth | Christmas Day |

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

(b) Energy Savings/Partial Campus Closure Days:

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

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

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

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

unit members.

27.8 Longevity Bonus Payment: At the time of retirement, bargaining-unit members shall be entitled to a longevity bonus payment in the amount of l.5 day's pay for each year of service, including all paid leaves.

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

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

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

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

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

27.10 Tuition Credits

Effective beginning with the Fall 2018 semester, contingent on the prior ratification of this collective bargaining agreement, 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[1] | |
| Graduate Courses or Programs | 100% |
| Undergraduate Courses of Programs | 100% |
| Retired University Employees[2] | 100% |
| 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[3] | 55% |
| Spouses and Dependent Children of Deceased University Employees[4] | 55% |

[1]Part-time University Employees are eligible for up to seven (7) credits per semester.
[2]One (1) program of study.
[3]One (1) program of study; undergraduate only
[4]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.

27.11 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).

27.12 Dependent Care Assistance Program: The Administration agrees to continue during the term of this Agreement the current voluntary Dependent Care Assistance Program (DCAP)[9], which complies with the requirement for federal tax deductibility.

27.13 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)[10], shall include family needs.

[9] http://www.asiflex.com/gic/
[10] https://www.umassp.edu/sites/default/files/board-policies/T76-081 Academic%20Personnel%20UMA%20UMB_rf012021.pdf

27.14 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 FSU. Decisions shall not be grievable under the FSU bargaining agreement. Faculty members on phased-retirement appointments will continue to be members of the bargaining unit.

## Article 28. Maintenance Of Policies

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

(a) policy on sabbatical and other leaves (appended);

(b) policies on "Intellectual Property,"[11] "Conflicts of Interest Relating to Intellectual Property and Commercial Ventures,"[12] and "Faculty Consulting and Outside Activities";[13]

(c) policy on additional faculty compensation (T01-012)[14], and administrative standards, faculty and staff tuition discount (T96-129)[15].

[11] Trustee Document T96-040 at https://www.umassp.edu/sites/default/files/board-policies/IntellecPropUMA-Boston.pdf
[12] Trustee Document T96-039 at https://www.umassp.edu/sites/default/files/board-policies/T96-039-Conflict%20of%20Interest%2C%20UMA%20UMB_rf012021.pdf
[13] Trustee Document T96-047 at https://www.umassp.edu/sites/default/files/board-policies/Fac_Consulting_Policy_UMA-UMB.pdf
[14] Trustee Document T01-012 at https://www.umassp.edu/sites/default/files/board-policies/T01-012-Additional%20Faculty%20Compensation_rf012021.pdf.
[15] Trustee document T96-129 at https://www.umassp.edu/sites/default/files/board-policies/Tuition_Waiver_Policy.pdf

## Article 29. Effect of Agreement

It is acknowledged that during the negotiations that resulted in this Agreement the Union had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining. Therefore, for the life of this Agreement, this Agreement shall constitute the total agreement between the parties and the Union agrees that the Administration shall not be obligated to any additional collective bargaining except as provided herein and/or under MGL 150(e).

## Article 30. Cost Items and Appropriation by the General Court

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

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

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

## Article 31. Seniority for Administrative Service

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

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

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

## Article 32. Separability

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

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

## Article 33. Annual Evaluation of Bargaining-Unit Faculty

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

33.2 For the life of this Agreement and for the purposes of this Article, the form currently in use on the campus entitled "Annual Faculty Report (AFR)" (https://www.umb.edu/academics/provost/afr/) will serve as the evaluation form for bargaining-unit faculty members whose appointments are 50% FTE or greater. The parties agree that the Administration may amend the teaching section of the Annual Faculty Report to include the following instruction: "Please indicate if any of the courses are honors courses, general education courses, or interdisciplinary courses." The parties agree that the Administration may amend the personal information section of the AFR to add the following item which will be clearly labelled as "Optional": "Please provide up to 7 keywords to describe your research expertise and/or current interests."

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

33.3 The evaluation of each bargaining-unit faculty member, regardless of that person's full-time equivalency, 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.

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

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

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

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

(a) the Chair of the Departmental Personnel Committee and/or representatives of the Departmental Personnel Committee;
(b) the Chair of the department, program, or other analogous unit;
(c) the Dean or other analogous academic administrative official.

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

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

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

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

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

## Article 34. Periodic Multi-Year Review

34.1 Periodic Multi-Year Review of tenured faculty members, librarians on continuing appointments, and non-tenure track faculty in the rank of Senior Lecturer III shall be conducted in accordance with the "Policy on Periodic Multi-Year Review," attached hereto as Appendix A, Appendix A(L), and Appendix A(SL3).

34.2 During each academic year, the campus shall allocate funds to the respective college or library development fund for each person who undergoes a Periodic Multi-Year Review. Funding allocations are $2,500 for each tenured faculty and $1,500 for each Senior Lecturer III or Librarian who completes the PMYR process. The Employer/University Administration shall notify each faculty member or librarian who is undergoing PMYR (or who is promoted in lieu of undergoing PMYR, as noted) that such development funds exist and that such funds may be requested as part of the faculty member or librarian's PMYR statement or, in the case of a promoted faculty member or librarian, other suitable statement. Any funds requested may be awarded in accordance with the Policy on Periodic Multi-Year Review of Faculty (PMYR), which is included in this Agreement as Appendix A, or with the Policy on Periodic Multi-Year Review of Librarians (PMYR), which is included in this Agreement as Appendix A(L), or with the Policy on Periodic Multi-Year Review (PMYR) of Non-Tenure-Track Faculty at the rank of Senior Lecturer III, which is included in this Agreement as Appendix A(SL3). Any funds not requested or awarded or any residual funds remaining after two (2) years from the date of the award will be available for general faculty development purposes in a manner to be determined by the college, including grants to the Center for Innovative Teaching for individuals who have undergone Periodic Multi-Year Review.

During each academic year, the campus will allocate $100,000, less any amounts allocated pursuant to the above paragraph, to college development funds in proportion to the number of tenure system faculty members in each respective college to be used to for general faculty development purposes in a manner to be determined by the college.

## Article 35. 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.

35.1 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.

35.2 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.

35.3 Faculty will have access to technical support to the extent that it is currently provided.

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

35.5 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.

35.6 (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 35.6 (b) and (c), be treated as Exempted Scholarly Works under the Policy on Intellectual Property[16]. 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.B, nor shall the faculty member be required to license such content and materials to the University, without specific agreement among the faculty member, the University, and FSU. 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 FSU 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.

[16] T96-040 at https://www.umassp.edu/sites/default/files/board-policies/IntellecPropUMA-Boston.pdf

(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 35.6 (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 FSU.

## Article 36. 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 Continuing Education at off-campus, satellite sites or on-campus between Friday at 3:00pm and Sunday.

36.1 Course Assignments: Fall/Spring

Departmental course schedules for Fall/Spring continuing education courses shall be set by department chairs, in consultation and collaboration with Continuing Education, 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 15 and 21 of this agreement.

36.2 Course Assignments: Summer/Winter

Course assignments for Summer and Winter-term courses shall be made in the following manner:

36.2.1 Schedule
Subject to the availability of funds and programmatic and scheduling needs, academic department chairs, in consultation with Continuing Education and their collegiate deans, shall develop a schedule of course sections to be offered during each winter or summer term. Schedules shall be made available to all departmental faculty no later than the time of solicitation of interest in teaching, per section 36.2.2 below.

36.2.2. Requests to teach
Prior to each winter or summer term, the department chair shall solicit requests from all department faculty to teach in the upcoming term. Faculty members may indicate preferences for the section(s) for which they wish to be considered.

36.2.3 Assignment of sections
Scheduled Summer and Winter sections will normally be offered to qualified faculty in accordance with their Summer/Winter seniority, calculated as the cumulative number of Summer/Winter departmental sections taught by faculty members in that department (exclusive of Associate Lecturers, who shall not accrue seniority).

By October 15th annually, department chairs shall:
(a) Update their cumulative list of the number of Summer/Winter departmental sections taught by all faculty active in the department in the previous two years (exclusive of Associate Lecturers);
(b) Email the updated list to all departmental faculty active in the previous two years, as well as to the Union;
(c) Include with the list an explanation of how the department will implement the Summer/Winter seniority provision: specifically, whether chairs will assign a full complement of courses serially to interested faculty in accordance with their seniority or, alternatively, no one will be assigned a second course until everyone on the list who has requested courses has received at least one.

Using these lists, academic department chairs shall offer sections to qualified faculty, guaranteeing no more than two sections per faculty member in the Summer term (comprising Summer Sessions I and II) and one in the Winter term.

Any remaining sections maybe offered without regard to seniority. They must first be offered to interested, qualified current department members before hiring a faculty member from outside the bargaining unit.

36.2.4 Exception

If a faculty member who has not previously taught Summer/Winter courses or who would not otherwise receive a section via seniority requests to teach a scheduled section and, in the judgment of the department chair in consultation with the departmental personnel committee, has greater teaching experience or relevant subject matter expertise than any departmental faculty with Summer/Winter seniority, the department chair may assign that section to that faculty member. If this assignment reduces the number of courses to be offered to a faculty member with Summer/Winter seniority, the department chair will, upon request, provide the faculty member and the Union with a written justification for the assignment.

36.3 Evaluation

The provisions contained in Article 33 of this Agreement shall apply to the evaluation of teaching in continuing education.

36.4 Salaries

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

Instructors of Summer/Winter continuing education courses, whether tenure-stream or non-tenure-track, shall be paid a fixed per-course rate. Effective September 1, 2025, the single fixed per-course rate, regardless of rank, shall be $5,800. Effective September 1, 2026, the single fixed per-course rate, regardless of rank, shall be $6,000.

## Article 37. Successorship

37.1 In the event that the University of Massachusetts 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.

37.2 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.

37.3 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 38. Duration

38.1 This Agreement shall be for the three-year period from July 1, 2024, through June 30, 2027, and the terms contained herein shall become effective on the date of its execution by the parties, except as otherwise specified herein.

38.2 On or before January 15, 2027, the parties shall exchange their bargaining demands for changes in the current Agreement. No new bargaining demands may be submitted after said date without the mutual consent of both parties. The parties shall commence negotiations for a successor Agreement no later than February 1, 2027. 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, 2027, through June 30, 2030. 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.

38.3 This Agreement is entered into as of midnight on August 5, 2025, 2025, and shall become effective July 1, 2024, retroactively.

## Article 39. Signatories

On behalf of FSU:

DocuSigned by:
Jason Rodriquez
D3CA4E2A86C74E3...

Jason Rodriquez
Bargaining Co-Team Chair

**Bargaining Team Members:**
Caroline Coscia
Ellen Frank
Jessica Holden
Keith Jones
Heike Schotten
Steve Striffler
Maria Hegbloom, MTA Field Representative
Lorenzo Nencioli, FSU Senior Staff Member

On behalf of the University:

Signed by:
Mickey Gallagher
DD8697ABB8B241D...

Mickey Gallagher
Executive Director of Employee & Labor Relations

**Bargaining Team Members:**
Adugna Lemi
Anita Miller
David Pantelone
Denise McNair
Sophie Coddington
Stephanie Walker

**Representing:**
Marcelo Suarez-Orozco, Chancellor
Joseph B. Berger, Provost and VCAA
Marie Bowen, Vice Chancellor of Human Resources

*On behalf of the University President's Office:*

DocuSigned by:
Martin T. Meehan
FAA6EB64DFDF4B1...
9/5/2025 | 8:47:37 AM EDT

Martin T. Meehan
President

DocuSigned by:
John Dunlap
529C9E9E3299489...
8/28/2025 | 1:56:53 PM EDT

John Dunlap
Chief Human Resources Officer

# Appendix A: Policy on Periodic Multi-Year Review of Faculty (PMYR)

## PREAMBLE

The practice of regular annual review of faculty performance based upon an annual faculty report (AFR) and involving peer review by departmental personnel committees and administrative review by chairs and deans is well established on the Boston campus. The AFR serves as the primary basis for the award of merit monies when they are available and is intended to be a mandatory yearly review of faculty performance even in the absence of merit monies. Because faculty members continue to review their professional activity every year of their careers at the University, including after tenure and promotion, the AFR must be a principal ingredient of any process of post-tenure review.

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

A multi-year review of all faculty, which is distinct from the annual and major personnel action reviews, serves a number of internal purposes. First, such a review expands the narrow time window of the annual reviews into an overview of a faculty member's interests, capabilities, and performance that will both inform evaluations and rewards and aid academic planning. Second, such periodic overviews make possible timely consultation, intervention, and assistance that will stimulate and encourage professional development. The multi-year review will also effectively account for faculty members' professional activity to external constituencies. In adopting a PMYR policy, the university and the tenured faculty, represented by the Faculty Staff Union MTA/NEA, address the external concern for accountability, while upholding the integrity of tenure and academic freedom. PMYR addresses accountability by fostering continued professional development.

## Purpose

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

**Principles**

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

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

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

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

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

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

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

**Timing of Process**

1. PMYR is to be conducted every seven years for all tenured faculty members. Persons who have indicated, in writing, their intention to retire within a three-year period will not have a PMYR.

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

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

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

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

c. When the faculty member expresses in writing their intention to retire within three years of the time of the scheduled review, the review shall be canceled. If the intention to retire is rescinded, the faculty member shall have PMYR in the next annual cycle or during the annual

cycle which the faculty member had originally been scheduled to undergo PMYR, whichever is later.

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

**Review Materials**

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

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

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

**Review Process**

The Departmental Review Committee or other elected committee (hereafter referred to as DPC) and the Department Chair will review the individual's AFRs, curriculum vitae, teaching evaluations, and the submitted statement. After consideration of the materials, the DPC and the Department Chair will each recommend that the review be classified as: Category I or Category II.

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

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

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

(i) the individual's performance and future plans indicate that they are likely to be successful in achieving those plans if the support is provided;
(ii) the individual's plans involve a substantial change in the nature of their work; and
(iii) the directions of the change are consistent with the needs of the university- campus-college-department as expressed in institutional plans.

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

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

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

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

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

**Development Plan**

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

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

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

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

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

After the conclusion of a PMYR, the administration, using its existing authority, may decide whether or nor any further action of the sort dealt with in the following section is appropriate.

**Connection to Discipline and Rewards**

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

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

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

Similarly, while PMYR is not a procedure to provide rewards to faculty members, its operation may identify cases where a faculty member's long-term performance is deserving of recognition

that has not been provided by the otherwise existing processes of merit pay and special awards. In such cases, the administration may use the information generated by the PMYR as the basis for granting special recognition, either by allocations from pool "B" of merit pools or by other existing special award procedures.

**Assessment**

Each dean will prepare an annual report to the Provost on the PMYR process in their college. This report, which will be reviewed by the Provost to ensure that the PMYR process is being appropriately and consistently carried out across the campus, will include a summary of the number of PMYRs conducted and their results and relevant details about all instances in which a Development Plan was formulated, including the results of any monitoring process.

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

**Attachment B:**

Scheduling of Periodic Multi-Year Reviews

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

# Appendix A(L): Policy on Periodic Multi-Year Review of Librarians (PMYR)

## PREAMBLE

The practice of regular annual review of librarian performance based upon an annual report and involving peer review by the Librarians' Personnel Committee and administrative review by supervisors and the DOL is well established on the Boston campus. The annual review serves as the primary basis for the award of merit monies when they are available and is intended to be a mandatory yearly review of librarian performance even in the absence of merit. Because librarians continue to review their professional activity every year of their careers at the University, including after continuing appointment and promotion, the annual review must be a principal ingredient of any process of post- continuing appointment review.

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

A multi-year review of all librarians, which is distinct from the annual and major personnel action reviews, serves a number of internal purposes. First, such a review expands the narrow time window of the annual reviews into an overview of a librarian's interests, capabilities, and performance that will both inform evaluations and rewards and aid academic planning. Second, such periodic overviews make possible timely consultation, intervention, and assistance that will stimulate and encourage professional development, new initiatives, and/or changes in direction that will benefit both the librarian and the institution. The multi-year review will also effectively account for librarians' professional activity.

In adopting a PMYR policy, the university and the librarians on continuing appointments, represented by the Faculty Staff Union/MTA/NEA, address the external concern for accountability, while upholding the integrity of continuing appointment. PMYR addresses accountability by fostering continued professional development.

## PURPOSE

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

**PRINCIPLES**

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

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

3. PMYR is neither reappointment nor a major personnel action as defined in the collective bargaining agreement.

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

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

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

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

**TIMING OF PROCESS**

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

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

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

    a) When the librarian is granted a leave without pay for an academic year. A leave of less than one academic year in duration shall not affect the time of the PMYR.
    b) When the librarian expresses in writing their intention to retire within three years of the time of the scheduled review, the review shall be canceled. If the intention to retire is rescinded, the librarian shall undergo PMYR in the next annual cycle or during the annual cycle in which the librarian had originally been scheduled to undergo PMYR, whichever is later.
    c) Upon request initiated by the librarian and approved by the supervisor and the DOL.

**REVIEW MATERIALS**

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

**REVIEW PROCESS**

The Librarians' Personnel Committee [hereafter referred to as LPC] and the immediate supervisor will review the individual's annual evaluations, curriculum vitae, and the submitted statement. After review of the materials, the LPC and the immediate supervisor will each recommend that the statement submitted by the librarian be either:

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

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

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

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

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

appropriate.

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

The revised statement will address the issues identified, will include a timetable and criteria for a follow-up review to take place in three years, and will be signed by the librarian, the immediate supervisor, and the DOL to signify that all parties have received copies. The revised statement may include a reallocation of the librarian's effort and such reallocation will itself not diminish the librarian's entitlement to merit funds; nor shall it impinge on their academic freedom. The revised statement also will indicate what resources or other support will be devoted to promoting the success of the revised statement.

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

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

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

**ASSESSMENT**

The DOL will prepare an annual report to the Provost on the PMYR process. This report, which will

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

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

# Appendix A: (SL3): Policy on Periodic Multi-Year Review of Senior Lecturer III Faculty (PMYR)

**PREAMBLE**

The practice of regular annual review of faculty performance based upon an annual faculty report (AFR) and involving peer review by departmental personnel committees and administrative review by chairs and deans is well established on the Boston campus. The AFR serves as the primary basis for the award of merit monies when they are available and is intended to be a mandatory yearly review of faculty performance even in the absence of merit monies. Because non-tenure track faculty who are at the rank of Senior Lecturer III continue to review their professional activity every year of their careers at the University, including after promotion to Senior Lecturer III, the AFR must be a principal ingredient of any process of post-promotional review.

In addition, significant multi-year reviews of faculty performance are conducted at the time of major personnel actions: Senior Lecturer, Senior Lecturer II, and Senior Lecturer III. These reviews evaluate the performance of the faculty in the established categories**,** including the expectation of continued professional development and performance.

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

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

**PURPOSE**

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

**PRINCIPLES**

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

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

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

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

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

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

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

**TIMING OF PROCESS**

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

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

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

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

    c. When the faculty member expresses in writing their intention to retire within three years of the time of the scheduled review, the review shall be canceled. If the intention to retire is rescinded, the faculty member shall have PMYR in the next annual cycle or during the annual cycle which the faculty member had originally been scheduled to undergo PMYR, whichever is later.

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

**REVIEW OF MATERIALS**

The foundation of the review will include a brief statement, not to exceed 2,000 words, submitted

by the faculty member that summarizes and assesses their principal activities during the period since the last PMYR or promotion review, and states their professional goals and approach to achieving such goals in the areas of teaching, service, and/or assigned responsibilities in the coming years. The statement should mention, as appropriate, such matters as their contributions to: the mission of the department, college or university; the advancement of the profession; and the development of the community.

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

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

**REVIEW PROCESS**

The Departmental Review Committee or other elected committee (hereafter referred to as DPC) and the Department Chair will review the individual's AFRs, curriculum vitae, teaching evaluations, and the submitted statement. After consideration of the materials, the DPC and the Department Chair will each recommend that the review be classified as: Category I or Category II.

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

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

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

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

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

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

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

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

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

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

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

**Development Plan**

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

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

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

At the end of this three-year period, the DPC, the chair, and the dean will each evaluate in writing

the extent to which the Development Plan has been achieved. If the parties concur that the goals have been achieved, a subsequent PMYR will take place in four years, restoring the seven-year cycle. If they do not concur, other possibilities for monitored development may be proposed and a new PMYR cycle arranged.

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

After the conclusion of a PMYR, the administration, using its existing authority, may decide whether or not any further action of the sort dealt with in the following section is appropriate.

**Connection to Discipline and Rewards**

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

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

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

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

**ASSESSMENT**

Each dean will prepare an annual report to the Provost on the PMYR process in their college. This report, which will be reviewed by the Provost to ensure that the PMYR process is being appropriately and consistently carried out across the campus, will include a summary of the

number of PMYRs conducted and their results and relevant details about all instances in which a Development Plan was formulated, including the results of any monitoring process.

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

## Appendix B: Waiver of Right of Access to Letters of Recommendation

Name _____ Personnel Review Affected _____

Academic Year _____

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

I also understand the following:

(1) That this waiver applies only to letters directly solicited, with an assurance of confidentiality, whether individually or by group email, during the personnel review mentioned above. It does not apply to letters submitted by uninvited reviewers who have not been given the assurance of confidentiality (e.g., in response to a general announcement that I am undergoing this personnel review).

(2) That this waiver may apply, as indicated by me below, to letters solicited from individuals both external and internal to the campus (including students); or only to letters solicited from individuals external to the campus; or only to letters solicited from individuals internal to the campus (including students).

(3) That, if I waive my right of access, I shall be informed, by means of the table of contents attached to the file and updated at each level of review, of the identity of persons who have provided letters.

(4) That, if I waive, I may comment upon the appropriateness of the individuals whose letters were solicited; and that, if I do not waive, I may comment on the substance and appropriateness of any letters I am allowed to see.

Name _____ Personnel Review Affected _____

Academic Year _____

**PLEASE SIGN ONE LINE ONLY**

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

Signature Date

Having read the above, I waive my right of access to letters of recommendation or evaluation directly solicited from persons external to the campus with an assurance of confidentiality in connection with this review, but not to letters from persons internal to the campus.*****

Signature Date

Having read the above, I waive my right of access to letters of recommendation or evaluation directly solicited from persons internal to the campus with an assurance of confidentiality in connection with this review, but not to letters from persons external to the campus.*****

Signature Date

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

Signature Date

**** NOTE**: I understand that affected potential reviewers will be informed that I have so declined.*

# Appendix C: University of Massachusetts Sabbatical Leave Policy

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

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

   2.1 A record of achievement, service, and contribution during the years of service prior to the leave period that provides reasonable expectation that the objectives of the sabbatical project will be achieved.
   2.2 A sabbatical leave project which promises to contribute to the development of the faculty member in areas of teaching; of research, creative or scholarly activity; and/or of professional service capability, and hence contribute to the institution as a whole upon the return to the University for at least one year following the academic year in which the sabbatical leave takes place.

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

4. Sabbatical leaves can be taken in three ways:

   4.1 Single semester (five-and-a-half months for those on calendar-year appointments) at a pay rate determined by the accrued sabbatical credits, up to a maximum of 100%
   4.2 Full year (eleven months for those on calendar-year appointments) at a pay rate determined by the accrued sabbatical credits, up to a maximum of 100%
   4.3 Two non-consecutive semesters at a pay rate determined by the accrued sabbatical credits, up to a maximum of 100%.

5. Sabbatical compensation

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

of any length may be compensated at more than 100% of salary.

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

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

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

6. Faculty members who are on full salary sabbatical leave may not engage in salaried employment in this country or elsewhere, however desirable the experience, except as provided for in the "Policy on Faculty Consulting and Outside Activities" (Trustee Policy T96-047)[17] This does not preclude acceptance of scholarships, fellowships, or grants for the purpose of research and study for which no services are required, or Fulbright lectureships when teaching is combined with research. A faculty member on a partial-salary sabbatical leave may, with the prior approval of the Dean and Provost, accept outside remuneration for work directly relevant to their teaching, research, creative or professional activity, or service.

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

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

9. At the time of implementation of this new sabbatical leave policy on September 1, 2010, full-time tenured faculty members with at least six years of service will be credited with sabbatical

[17] https://www.umassp.edu/sites/default/files/board-policies/Fac_Consulting_Policy_UMA-UMB.pdf

percentage based on their years of service since the date of appointment to the regular faculty or since the last sabbatical, whichever is later, up to a maximum of 50% of salary (making them immediately eligible for a one-semester sabbatical leave at 100% of salary or a full academic year of sabbatical leave at 50% of salary). A faculty member who has had more than six years of service since the last sabbatical leave may apply for additional sabbatical leave credits.

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

| Sabbatical Salary Compensation Chart | | | | |
|---|---|---|---|---|
| semesters of credit | % of semester salary | single semester benefit eligibility | % of full year salary | full year benefit eligibility |
| 1 | 8.3 | not eligible | 4.2 | not eligible |
| 2 | 16.7 | not eligible | 8.3 | not eligible |
| 3 | 25.0 | not eligible | 12.5 | not eligible |
| 4 | 33.3 | not eligible | 16.7 | not eligible |
| 5 | 41.7 | not eligible | 20.8 | not eligible |
| 6 | 50.0 | full benefits | 25.0 | loss of benefits |
| 7 | 58.3 | full benefits | 29.2 | loss of benefits |
| 8 | 66.7 | full benefits | 33.3 | loss of benefits |
| 9 | 75.0 | full benefits | 37.5 | loss of benefits |
| 10 | 83.3 | full benefits | 41.7 | loss of benefits |
| 11 | 91.7 | full benefits | 45.8 | loss of benefits |
| 12 | 100.0 | full benefits | 50.0 | full benefits |
| 13 | | | 54.2 | full benefits |
| 14 | | | 58.3 | full benefits |
| 15 | | | 62.5 | full benefits |
| 16 | | | 66.7 | full benefits |
| 17 | | | 70.8 | full benefits |
| 18 | | | 75.0 | full benefits |
| 19 | | | 79.2 | full benefits |
| 20 | | | 83.3 | full benefits |
| 21 | | | 87.5 | full benefits |
| 22 | | | 91.7 | full benefits |
| 23 | | | 95.8 | full benefits |
| 24 | | | 100.0 | full benefits |

## Appendix C(L): University of Massachusetts Sabbatical Leave Policy for Librarians

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

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

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

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

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

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

7. Recipients of a sabbatical leave must return to duty for at least one year of service immediately following the expiration of the leave. Postponement of the required return may be approved by the Chancellor, with the concurrence of the President, when there are sound reasons for doing so and when the librarian has acknowledged in writing that their obligation to return for a full year of service remains in effect; all such postponements will be reported to the Board of

Trustees. Failure to return will obligate the librarian to refund the salary received during the sabbatical leave, unless an exception is made by the Board of Trustees.

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

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

## MOU 1. Article 30.2 Unit Members List

*Memorandum of Understanding*

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

## MOU 2. Union Representation on Academic Technology Committee

*Memorandum of Understanding*

The Union will have a representative on the Academic Technology Committee.

## MOU 3. Calendar-year Payment Schedule

*Memorandum of Understanding*

Any faculty member who, in accordance with Article 14.3, requests a calendar-year payment schedule in order to be paid over fewer biweekly pay periods than a normal academic-basis payment schedule shall be given the following description of the differences between academic and calendar-year payments and shall, if they choose a calendar-year payment schedule, be required to sign the following form prior to being appointed on such a basis.

## ACADEMIC vs. CALENDAR-YEAR PAYMENT DEFINITIONS

- **Academic year basis** – The salary will be paid over 13 biweekly pay periods for single semester appointments or 26 biweekly pay periods for a full academic year appointment.

  Academic year = 26 biweekly pay periods from September 1 to August 31 Fall semester = 13 biweekly pay periods from September 1 to March Spring semester = 13 biweekly pay periods from March to August 31

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

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

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

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

- **Calendar-year payment basis** – Salary will be paid over exact dates of service provided.

  Fall semester = Sunday prior to first day of class in September to last Saturday in December (or shorter if not a full semester course) Spring semester = Sunday prior to first day of spring semester in January to Saturday after Commencement (or shorter if not a full semester course) Winter and Summer sessions = Sunday prior to first day of class until Saturday after final session.

  1. The bi-weekly salary will typically be larger than an academic year payment schedule

paid over more biweekly pay periods. The bi-weekly rate will be calculated on the exact day and weeks determined for any given semester's responsibilities. However, the total contract amount will remain the same.

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

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

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

If a calendar-year option is chosen, a waiver of understanding of the above-mentioned implications must be signed by the employee for each appointment period using the Faculty Choice of Calendar- year Payment Schedule Form.

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

# FACULTY CHOICE OF CALENDAR-YEAR PAYMENT SCHEDULE FORM

**Calendar-year payment schedule option** (choose one)

- ☐ Fall semester = Sunday prior to first day of class in September to last Saturday in December)
- ☐ Spring semester = Sunday prior to first day of spring semester in January to Saturday after Commencement
- ☐ Winter and Summer sessions = Sunday prior to first day of class until Saturday after finals.
- ☐ Other period of service: from_____to_____

By choosing this option I understand that:

1. My bi-weekly salary will be larger than if I choose an academic year payment schedule. My bi-weekly rate will be calculated on the exact days and weeks determined for any given semester's responsibilities, but the total contract amount will remain the same.
2. **Because I may not be active on payroll year-round, I may not be eligible for general salary increases, cost-of-living increases, or merit raises for the duration of my appointment period or subsequent appointments**. The dates of said increases will vary based on the current FSU contract.
3. **If I am a benefited employee (50% or above), I will not have a full semester's time (pro-rated to percentage of time) credited to my state service for retirement purposes.** My pro-rated state service will be shortened by approximately nine weeks (per semester) and will be based on the exact dates I am active on the payroll system.
4. **If I am a benefited employee (50% or above), I understand that all my insurance coverage(s) will be terminated the last day of the month in which my appointment ends.** A calendar-year appointment would terminate any insurance at the end of the month in which I am no longer active on payroll.
5. Vacation and personal days will not be accrued.
6. All information regarding insurance and retirement is provided for guidance only. Decisions regarding insurance benefits and retirement credit are beyond the purview of the University, and no commitment is made or implied by the provision of this information.

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

Print Name: _____ Signature: _____

Department:_____

Semester & Year of Appointment:_____ Date: _____

## MOU 4. Preventing Workplace Violence on the Boston Campus

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

Policy Name: Preventing Workplace Violence

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

Purpose of Policy:

According to a recent survey conducted by the Bureau of Labor Statistics, more the 5% of workplaces had experienced an incident of workplace violence within the previous twelve months.[18] That same survey revealed that more than 70% of workplaces had no formal policy on workplace violence and nearly 80% had no training program on workplace violence prevention.[19] 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.[20]

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.

[18] Bureau of Labor Statistics (2005), *Survey of Workplace Violence Prevention Press Release,* 3 [www.bls.gov/iif/oshwc/osch0033.pdf ].
[19] *Id*. at 15-16.

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

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

Procedures:

A. Reporting Workplace Violence

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

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

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

B. Distressed and Distressing Employees Protocol

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

C. Training

1. Website

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

2. Other Training

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

Oversight Department: Human Resources

Responsible Party within Department: Assistant Vice Chancellor for

Human Resources Authority:

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

Related Documents:

Distressed and Distressing Employees presentation (PPT)

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

## MOU 5. Mandatory Reporting of Sexual Harassment, and Sexual Misconduct, and Review of ODEI Discrimination and Sexual Harassment Procedures

A. High-level and supervisory employees such as Vice Chancellors, Vice Provosts, Deans, Department Heads and Chairs, and faculty Directors of Centers and Institutes as well as i) faculty who directly oversee student activities sanctioned by the University and ii) employees specifically tasked with responding to incidents of sexual harassment and violence are responsible employees for Title IX purposes and must report incidents of sexual misconduct to the Title IX Coordinator. All such employees that are members of the FSU will be notified of their obligations with notice to the FSU.

   Effective immediately all faculty will be encouraged to report incidents of sexual misconduct to either the Title IX coordinator and/or designated "complaint handlers" as that term is defined in University policy. All faculty will be required to:

   1. Complete an on-line Title IX training program.
   2. Provide reporting students with information regarding all available campus resources and reporting options;
   3. If the reporting student wants to make a report to the institution, the faculty member must assist the student in reporting information to a Department/College mandatory reporter (currently referred to as "complaint handlers") or the Title IX coordinator or report for the student as requested;

B. The FSU and the administration will, by mutual agreement, establish a task force chaired by the Chancellor's designee, composed of equal numbers of faculty (appointed by the FSU) and administrators to review the current campus-based Sexual Harassment Policy and procedures. The task force will make recommendations to the Chancellor or their designee for additions and revisions to the Sexual Harassment Policy in areas that impact faculty. The task force policy recommendations will include but not be limited to provisions regarding the extent to which faculty are mandatory reporters of incidents of sexual harassment and sexual violence, training that will be required of faculty, the rights of faculty who are complainants or respondents in sexual harassment proceedings, and the appropriate standard of proof to apply to disciplinary proceedings under Article 18 of the parties' collective bargaining agreement(s) in effect from July 1, 2017 through June 30, 2020. The task force recommendations will reflect current evidence-based research including best practices from peer and aspirant institutions and input from diverse stakeholders across campus and in the community. The purpose and intent of the new policies and procedures will be to increase both campus safety and confidence in our institutional response to sexual harassment and sexual misconduct. The task force must complete its work no later than December 15, 2018.

C. The task force also will review and make recommendations for ODEI procedures and changes to these procedures regarding sexual harassment and/or discrimination claims.

## MOU 6. Article 21 and Grievance Settlement

This agreement is by and between the University of Massachusetts Boston (the University) and the Faculty Staff Union/MTA/NEA (the Union) in final agreement of Article 21 (Boston) successor negotiations for the 2014 – 2017 collective bargaining and in resolution of the grievance matters cited below. The terms and conditions of Article 21 in the 2014-17 collective bargaining agreement shall apply to all bargaining-unit members listed below in addition to the modifications enumerated in the current memorandum of agreement. The parties hereby agree to the following:

1. The parties agree that the following unit members shall be deemed eligible to apply for promotion to Senior Lecturer during the 2016-17 academic year:

   Baba, Hiromi
   Cai, Shuang
   Gilbert, Dennis
   Norfolk, Aaron
   Odle, Clifford
   Schoenfelder, John
   Shepard Valley, Rita
   Urbanek, Valentina

2. The parties agree that the following unit members shall be offered continuing appointment status during the Fall 2016 semester:
   Baba, Hiromi
   Buttaro, Terry
   D'Angelo, Janet Margaret
   Horgan, Gerard J.
   Machson-Carter, Abigail
   Rowlands, Bethann
   Swain, Daniel R
   Zhu, Jun

3. The parties agree that the unit members listed below in 3.B shall be subject to the benefit described in this agreement. Should any additional unit members not listed below be subsequently found to fit the criteria specified below, the terms and conditions of paragraph 3 of this settlement shall be applied to them. This subsection shall be subject to Article 25, Grievance Procedure.

   A. NTT faculty at any percentage of time who previously held just cause rights under the predecessor Agreement but did not qualify for a continuing appointment as of 7/1/2014, and who by definition had three (3) calendar years of service preceding July 1, 2014, shall not be exempted from Section 21.8.1 and 21.8.2 of the 14-17 collective bargaining agreement (except that they shall not be required to have accrued six years of service),shall be subject to the notice provisions in 21.8.2 the 14-17 collective bargaining agreement, and may not be subject to termination during the course of their contracts for arbitrary or capricious reasons; they do not have guarantee of reappointment

B.

Almeida, Daniel Arthur
Anderson, Mark S.
Arbouet, Rebecca
Baldinger, Adam J.
Bautista, Edwin Burdios
Bender, Jennifer Ellen
Bird, Dennis J.
Boisvert, Katherine
Boudreau, Daniel G
Bradley, Arthur
Bradley, Caitlin E.
Butler, Shawna M.
Casini, Matteo
Compton, Lily Ko-Li
Cook, Edward
Cordill, Mary K.
Cosgrove, Edward V.
Curtin, Linda J.
Danning, David M.
Doto, Michael Anthony
Duff, Meaghan N.
Dwyer, Robert Paul
Eastman, Ann Catherine
Gibbons, Brenda Suatengco
Greenwald, Nina L.
Handte, Jutta
Harvey-Rolfe, Eileen V.
Hasenjaeger, Bryar A.
Hershenson, David B.
Hotz, Helenmary M.
Ioannides, Daniela A
Jean-Erold, Diannah Vladimir
Koebele, Ashleigh Kayleen
Krengel, Maxine
Lally, Jo-Anne M.
Lapide, Lawrence
Lawlor, Catherine
Losee, Heather Jane
Ma, Huiying
Mann, Eileen M.
Manning, Bryan Dennis
McElhinney, Jeanne M
Medeiros, Steven Michael
Meltzer, Mary-Ellen
Meyer, Michael C.
Mogan, Maureen
Monteiro, Carlos E
Montella, Sharon C
Montoya, Gayle Patricia
Natoli, Marco
Offner, Carl D
O'Leary, Daniel J
Pasto, James S.
Pastorello, Jean
Richardson, Lori A.
Rickles, Janet Sharon
Ryan, Tammie J
Seto, Steven
Sherman, Robin E.
Smith, Joseph Clarence
Tracy, Natalicia Rocha
Trent, Susan Marie
Vaccaro, Philip
Wallace, Margaret
Winsor, Roxanne K.

## MOU 7. Parking

**MEMORANDUM OF AGREEMENT**

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

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

1. The parking rates provided in this Agreement shall become effective on the later of the pay period following receipt of retroactive pay by members of the bargaining unit attributable to the 2017-2020 collective bargaining agreement or January 15, 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. Part-time non-tenure track faculty who work half-time or less, and/or associate lecturers, may purchase through pre-tax payroll deduction one non-transferable 30-use pass per semester for $270, applicable to off-campus parking locations. Alternatively, they may purchase through pre-tax payroll deduction one non-transferable 30-use pass per semester for $360, applicable to on-campus parking locations. Each pass will permit 30 single use parks at, respectively, off-campus or on-campus parking locations. Each pass shall remain active until May 31 of the academic year in which it is purchased. Payments for these passes shall be spread over 4 pay periods.

    c. Part-time non-tenure track faculty and/or associate lecturers who teach one day a week may purchase through pre-tax payroll deduction one non-transferable 15-use pass for $150 each semester. Each use will permit parking in the West Garage or other on-campus location from 3:30 p.m. onward Monday through Friday or any time on the weekend. The pass will expire at the end of the semester in which it is purchased. Payments for these passes shall be spread over 4 pay periods.

    d. The fall semester shall run from September 1 through January 15. The spring

semester shall run from January 16 through May 31.

e. 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 1 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.

f. 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 February 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 will convene a labor-management meeting with the Union to review the implementation of this Agreement, and parking operations in general, following the end of each quarter of FY19. 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 FSU 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 FSU 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 FSU 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.

    a. The University and the Union will convene a labor-management meeting on January , 2019 to discuss handicapped parking needs on campus and options for meeting those needs. In the event of a unanimous recommendation of the participants in the meeting, said recommendation shall be implemented.

13. This Agreement shall remain in full force and effect through June 30, 2020. Thereafter it will remain in effect indefinitely unless either the Union or the University serves at least ninety (90) days' notice 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.

15. The FSU shall submit this agreement for ratification. If it is not ratified by December 14, 2018, then the parties agree that the following procedure shall replace paragraphs 3, 5, 6, 7 and 8 of the parties' August 3, 2018 Agreement on parking: the parties will proceed to factfinding on December 21, 2018 with Roberta Golick serving as factfinder. Ms. Golick shall issue a prompt recommendation. In the event the FSU does not accept Ms. Golick's recommendation, the University may implement its final offer. The remaining provisions of the parties' August 3, 2018 Agreement on parking shall remain in full force and effect.

AGREED TO this 15th day of November, 2018.

UNIVERSITY OF MASSACHUSETTS BOSTON

BY:_____

FACULTY STAFF UNION/MTA/NEA

BY:_____

# MOU 7A. Parking (Addendum)

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

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

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

1. **Current Parking Rates:**

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

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

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

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

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

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

6. **Duration:**

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

AGREED TO this 22nd day of May 2025.

UNIVERSITY OF MASSACHUSETTS BOSTON

BY: Signed by: DD8697ABB8B241D...

FACULTY STAFF UNION/MTA/NEA

BY: DocuSigned by: D4F5ECFC061043B...

## MOU 8. Committee to Explore Enhanced Non-Tenure-Track Faculty Departmental Participation

*Memorandum of Understanding*

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

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

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

## MOU 9. Review of Faculty Workload for Master's Theses, Doctoral Dissertation Advising, and/or Independent Studies

*Memorandum of Understanding*

The parties agree that the Provost will convene a committee for the purpose of researching whether and how UMass Boston departments and colleges should provide teaching credit to faculty who advise students pursuing master's theses and doctoral dissertations and/or teach independent studies.

By December 1, 2022, the committee will propose for the provost's consideration the establishment of a baseline standard of whether and how teaching credit for these activities will be assigned, to apply across colleges and departments. The proposal will be submitted to the Provost, the Faculty Council, Deans, and the Faculty Staff Union. The Provost will respond in writing by January 31, 2023.

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

## MOU 10. Additional Salary Adjustment Concerning Paid Family and Medical Leave

*[NOTE: Searchable text on this page; pdf version of signed document is on the next page.]*

This Agreement is by and between the Board of Trustees of the University of Massachusetts, Boston campus (University) and the Faculty Staff Union/MTA/NEA (Union), collectively, the Parties.

WHEREAS, on or about September 15, 2019, pursuant M.G.L. c. 175M, §§ 6(c)(1) and 6(c)(2), the University began to deduct a portion of the wages earned by members of the bargaining unit represented by the Union; and

WHEREAS, the Parties wish to resolve any and all matters concerning such deductions;

NOW THEREFORE, for the mutual promises contained herein, the sufficiency of which is acknowledged, the Parties hereby agree as follows:

1. The University hereby proposes, subject to the conditions contained in the attached wage proposal, paragraph D of such wage proposal, generally providing for an additional one-half of one percent (.5%) to the salary adjustment effective on the first day of the first full pay period in July 2020.

2. The Parties understand and agree that nothing in this Agreement is an admission that neither the University nor any of its employees have violated any state or federal law or regulation, the common law of Massachusetts, any University policy, or any provision contained in a collective bargaining agreement.

3. The Parties understand and agree that the University has fulfilled any obligation to bargain pursuant to M.G.L. c.150E, §6 over the contribution rates contained in M.G.L. c.175M, §6(e) and further understands and agrees that the University may, at its discretion, implement the contribution rates fixed annually by the director of the Department of Family and Medical Leave pursuant to M.G.L. c.175M, §6(e). In no event shall the University be required to implement a contribution rate greater than the minimum rate allowed under Chapter 175M.

Further, the parties acknowledge the University will implement any such rate adjustments in accord with the regulatory guidance established by the Department of Family and Medical Leave and the State Comptroller mandates, inclusive of any scheduled dates for such rate adjustments.

4. The Union hereby states that they have not, nor will they file a Charge of Prohibited Practice related to the University's compliance with M.G.L. c.175M, §6(e).

# MOU 11. Family Medical Leave Deductions

Memorandum of Agreement

This Agreement is by and between the Board of Trustees of the University of Massachusetts, Boston (University) and the Faculty Staff Union/MTA/NEA (Union), collectively, the Parties.

WHEREAS, on or about September 15, 2019, pursuant M.G.L. c. 175M, §§ 6(c)(1) and 6(c)(2), the University began to deduct a portion of the wages earned by members of the bargaining unit represented by the Union; and

WHEREAS, the Parties wish to resolve any and all matters concerning such deductions;

NOW THEREFORE, for the mutual promises contained herein, the sufficiency of which is acknowledged, the Parties hereby agree as follows:

1. The University hereby proposes, subject to the conditions contained in the attached wage proposal, paragraph D of such wage proposal, generally providing for an additional one-half of one percent (.5%) to the salary adjustment effective on the first day of the first full pay period in July 2020.

2. The Parties understand and agree that nothing in this Agreement is an admission that neither the University nor any of its employees have violated any state or federal law or regulation, the common law of Massachusetts, any University policy, or any provision contained in a collective bargaining agreement.

3. The Parties understand and agree that the University has fulfilled any obligation to bargain pursuant to M.G.L. c.150E, §6 over the contribution rates contained in M.G.L. c.175M, §6(e) and further understands and agrees that the University may, at its discretion, implement the contribution rates fixed annually by the director of the Department of Family and Medical Leave pursuant to M.G.L. c.175M, §6(e). In no event shall the University be required to implement a contribution rate greater than the minimum rate allowed under Chapter 175M.

Further, the parties acknowledge the University will implement any such rate adjustments in accord with the regulatory guidance established the Department of Family and Medical Leave and the State Comptroller mandates, inclusive of any scheduled effective dates for such rate adjustments.

4. The Union hereby states that they have not, nor will they file a Charge of Prohibited Practice related to the University's compliance with MGL c. 175M §6(e).

Signed this 1 day of March 2022

For the University

Print name: Joel Posner

3/31/22

For the Union

Print name: Steve Steiffler

# MOU 12. FSU/UMB MOA Agreement 2024-2027 (June 10, 2025)

**Memorandum of Agreement**

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

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

Article 3. Affirmative Action
Article 3. Affirmative Action

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

Article 8. Academic Freedom

8.2 Bargaining-unit members are entitled to full academic freedom in research and in the publication of the results. They are entitled to full academic freedom **in their teaching and in the classroom related to their subject as reflected in the course syllabus.** determined by the faculty member. in discussing their subjects in the classroom, but they should be careful not to introduce persistently, into their teaching, matter unrelated to their subject.

Article 15. Faculty Workload

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

Article 17. Failure to Perform Minimum Assigned Duties and Workplace Misconduct
**17.5 Job Abandonment: When a bargaining unit member has abandoned their position without**

**permission, the following steps will be taken:**

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

Article 19. Working Conditions

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

Article 20. Librarians

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

20.2.6 Years of service in rank, as used in this Article, is defined as the total number of years in a given librarian rank at the University**, inclusive of all approved paid leaves.**

20.8.2

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

(b) In order to be considered for promotion, a librarian must normally meet the requirements of the rank in question as set forth in Subsections 20.5.3,(b) through (e) and the following experience requirements: **promoted in rank, a librarian must meet the requirements of the rank in question as set forth in Subsections 20.5.3(b) through (ef) and the following Years of Service in Rank requirements**

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

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

**20.15 Remote Operations in Exceptional Circumstances**

**(c) For the purposes of this article, an inclement weather or hazardous condition shall exist whenever the campus announces a closing or delayed opening in accordance with the "Snow and Emergency Weather Policies and Procedures" as may be amended from time to time until such time when the University announces the University is reopening. When the University closes during or before a shift, employees shall be paid for their regular shift as if they had worked unless an employee is on planned leave.**

**(d) In exceptional circumstances, excluding inclement weather and/or hazardous conditions, where on-campus operations would be disrupted by unusual operating conditions, the University may remain open but temporarily shift to remote operations. Such a shift will require one week's notice, where feasible, from the University to employees. In such instances:**

**ii. all non-essential employees who are able to perform their job responsibilities remotely are expected work from their off-campus location. Work performed during the temporary remote operating period will be paid in alignment with the employee's regular pay rate for hours worked; or,**

**iii. all employees whose job duties are impossible to perform remotely, as confirmed by their department head, in consultation with Human Resources, will be paid their regular rate of pay for their scheduled work hours during the temporary remote operating period.**

Article 21. Non-Tenure Track (NTT) Faculty

21.2.1 Each three-credit course with scheduled hours of instruction for which the faculty member is the sole instructor of record shall provide at least a 25% full-time equivalent appointment per semester, which, for benefited non-tenure-track faculty members at the rank of Lecturer or above, includes both teaching and basic departmental service. Basic departmental service for NTTs will normally consist of some combination of assigned advisees, participating in departmental open pre-registration advising sessions, representing the department at Welcome Days or similar events, participating in department meetings, or specific service activities. **Basic** ~~S~~**s**ervice responsibilities shall be assigned by the Department Chair, in consultation with the faculty member. The service that is assigned should generally be consistent with the faculty member's modality of teaching. (See also 21.12.2 and 26.2.8.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21.7 NTT Faculty Access to Resources.

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

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

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

21.9.2(b) (all language not shown for section b shall remain unchanged)
In the case of a positive decision, the administration will extend an offer of continuing appointment at 50% or more time. **The percentage of time of the continuing appointment shall be the average (mode) FTE of the NTT over the prior 4 semesters.** ~~or the average FTE over the last 2 semesters, whichever is higher (NOTE: this excludes periods of authorized leave or professional development leave as described in~~ **In the event a part-time NTT with a continuing appointment is given work above the assigned FTE of their continuing appointment for 2 consecutive semesters, upon request of the NTT to their respective department chair, the FTE of the assigned continuing appointment will be adjusted and a new offer letter will be extended.** ~~changed accordingly~~**. Upon acceptance of the new offer, the increase would be effective** ~~immediately upon~~ **after the completion of the second** ~~2~~**nd consecutive semester.**

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

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

| Eligibility: Bargaining-unit member on payroll as of: | Increase takes effect first full pay period of: | Increase based on salary in effect on: | Across-the-board increase to base salary amount: |
|---|---|---|---|
| ~~June 30~~**December 31,** 202~~43~~ | ~~July 2023~~**January 12, 2025** | ~~May 1, 2023~~**November 1, 2024** | ~~4.01.25%~~ **3.5%** |
| **June 30**~~December 31~~, 202~~53~~ | ~~January 2024~~**July 13, 2025** | May 1, 202~~53~~ | ~~4.0~~**2.25**% |
| **December 31, 2025** | **January 11, 2026** | **November 1, 2025** | **2.25%** |
| **June 30, 2026** | **July 12, 2026** | **May 1, 2026** | **2.25%** |
| **December 31, 2026** | **January 10, 2027** | **November 1, 2026** | **2.25%** |

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

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

(c) **Effective the first full pay period of January 2026 (January 11, 2026), otherwise eligible members of the bargaining unit shall receive a base salary increase of two and one quarter percent (2.25%) based on the salary in effect on November 1, 2025. To be eligible for this salary increase, an employee must have been on the payroll on December 31, 2025.**

(d) **Effective the first full pay period of July 2026 (July 12, 2026), otherwise eligible members of the bargaining unit shall receive a base salary increase of two and one quarter percent (2.25%) based on the salary in effect on May 1, 2026. To be eligible for this salary increase, an employee must have been on the payroll on June 30, 2026.**

(e) **Effective the first full pay period of January 2027 (January 10, 2027), otherwise eligible members of the bargaining unit shall receive a base salary increase of two and one quarter percent (2.25%) based on the salary in effect on November 1, 2026. To be eligible for this salary increase, an employee must have been on the payroll on December 31, 2026.**

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

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

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

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

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

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

1. **NTT and Librarian Professional Development Funds** ~~A $150,000 pool from which individual awards of up to $500 will be made to bargaining-unit members who are active in research. Out of those funds, a~~ Commencing Fiscal Year 2026, a total of $**100,000**~~37,500~~ will be reserved exclusively for support of non-tenure-track faculty and librarians. All awards from the **professional development** ~~research support~~ fund are subject to the qualifications and limitations described in Section 26.6.2 of the current collective bargaining agreement; provided that, if the total applications described in this paragraph exceed the respective pool, the Union and the University shall determine how the pool(s) shall be apportioned among those faculty members who had applied for funds in accordance with this paragraph. The funds referred to in this paragraph must be expended during this fiscal year.
2. ~~In~~ **Anti-Racism Activities Funds** Commencing Fiscal Year 202**6**~~4~~, an additional $**50,000**~~45,000~~ pool of funding shall be allocated to and distributed by the Provost's office in consultation with

the FSU to support anti-racism activities for faculty and librarians. The consultation referenced here will consist of the following: Upon request by the Union, the parties will meet no later than May 31st of each calendar year, unless agreed otherwise by the parties, to review and discuss options for the expenditure in the current fiscal year of the $**50,000**~~45,000~~ allocated to racial justice initiatives for that fiscal year. These options will be designed to support the racial justice priorities of the University within the allocated $**50,000**~~45,000~~ budget. Additionally, both the union and the administration may propose initiatives and programs consistent with this guidance. Upon the conclusion of consultation among the parties as to how the $**50,000**~~45,000~~ racial justice initiative funding will be spent during the fiscal year, the provost will provide final approval and the parties will advise relevant offices in the university as needed to implement the agreement. Upon request, the administration will provide a final accounting of how funds were utilized upon conclusion of the fiscal year. Once the $**50,000**~~45,000~~ payment is allocated, no further payment will be owed under this provision.

26.6.1 (b), **Travel Funds** Commencing in Fiscal Year 2026 an annual Travel Fund of up to $**400,000**~~325,000~~ ~~f~~to reimburse tenured or tenure-track faculty members, librarians, and Clinical Assistant Professors, Clinical Associate Professors, and Clinical Professors in the Manning College of Nursing and Health Sciences for eligible travel expenses**, including professional membership when tied to conference attendance,** incurred in presenting their research, scholarship, or creative activity at conferences. Reimbursement shall not exceed $**1,700** ~~1,150~~ per person per year of this Agreement. The funds for this program will be allocated to and administered by the Provost's' Office. The criteria for accountability and expense eligibility in effect and provided to the Union in 2012 will continue to be applied for the life of this Agreement.

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

26.9.1 (f) Funding: Each year, the Administration shall budget a minimum of $**70,000** ~~60,000~~ to address salary anomalies, provided that the Administration may, but shall not be required to, budget additional funds. In any year in which the budgeted amount is insufficient to address all of the anomalies identified by the UAC, salary adjustments will be made based on a pro rata share of any such budgeted amount or as otherwise determined by the UAC. Any unused budgeted funds may be used to remedy previously identified, but un-remedied, salary anomalies or to address salary anomalies identified in subsequent years.

Article 27 Supplemental Compensation (Benefits)

27.3.2 Personal Leave. Faculty members on academic year appointments are not eligible for personal leave. After a year of service, full-time faculty members on calendar-year appointments and librarians shall receive ~~three~~ **five** paid personal leave days each January for use during that calendar year **provided that one day shall be automatically dedicated to the day after Thanksgiving , unless the employee opts to work remotely on that day as provided for in Section 5(B) below.** This amount shall be pro-rated according to the following schedule for faculty members whose appointments begin after January 1. Personal leave must be used by the end of the calendar year, or it will be forfeited. For part-time faculty members and librarians with calendar-year appointments of 50% time or more, this leave shall be pro-

rated based on percentage of appointment. Faculty members and librarians with appointments of less than 50% time are not eligible for personal leave.

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

27.3.5

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

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

(c) Timing of Application for and Use of Parental Leave: Parental leave shall be taken during the semester in which the child's birth or adoption occurs or an immediately adjacent semester. **In the event the birth or adoption occurs in the period between the Fall and Spring semesters or the period between the Spring and Fall semesters, the member will decide which semester the birth or adoption will be considered to have occurred in for purposes of determining the semester in which the leave will occur.** A bargaining-unit member wishing to take parental leave must apply at least one semester prior to the proposed start of the leave, when the faculty member or librarian has knowledge of the impending birth or adoption, whichever is later, or when the faculty member or librarian has been granted an appointment that makes it possible to fulfill the return obligation described below, whichever of the three occurs latest. If an otherwise eligible individual misses the application deadline, the parties will negotiate to determine whether to waive the deadline.

27.3.6 Bereavement Leave. Full-time bargaining-unit members and part-time bargaining-unit members with appointments of 50% time or more shall be granted a leave of absence with pay for a maximum of four days upon evidence satisfactory to the Administration of the death of a spouse, **partner**, child, stepchild, parent, stepparent, ~~brother, sister~~ **sibling**, **step sibling**, grandparent, grandchild, spouse's parent, a person for whom the bargaining-unit member is the legal guardian, a person for whom the bargaining-unit member is primarily responsible for making funeral arrangements, or a person living in the bargaining-unit member's household .

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

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

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

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

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

Article 33. Annual Evaluation of Bargaining – Unit Faculty

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

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

Article 34. Periodic Multi-Year Review

Periodic Multi-Year Review of tenured faculty members**,** ~~and~~ librarians on continuing appointments **and non-tenure track faculty in the rank of Senior Lecturer III** shall be conducted in accordance with the "Policy on Periodic Multi-Year Review," attached hereto as Appendix A and Appendix A(L) **and Appendix A(SL3).**

**Appendix A: (SL3): Policy on Periodic Multi-Year Review of Senior Lecturer III Faculty (PMYR)**

**PREAMBLE**

The practice of regular annual review of faculty performance based upon an annual faculty report (AFR) and involving peer review by departmental personnel committees and administrative review by chairs and deans is well established on the Boston campus. The AFR serves as the primary basis for the award of merit monies when they are available and is intended to be a mandatory yearly review of faculty performance

even in the absence of merit monies. Because **non-tenure track** faculty **who are at the rank of Senior Lecturer III** ~~members~~ continue to review their professional activity every year of their careers at the University, including after ~~tenure and~~ **promotion to Senior Lecturer III**, the AFR must be a principal ingredient of any process of post~~-tenure~~ **promotional** review.

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

A multi-year review of all faculty, which is distinct from the annual and major personnel action reviews, serves a number of internal purposes. First, such a review expands the narrow time window of the annual reviews into an overview of a faculty member's interests, capabilities, and performance that will both inform evaluations and rewards and aid academic planning. Second, such periodic overviews make possible timely consultation, intervention, and assistance that will stimulate and encourage professional development. The multi-year review will also effectively account for ~~faculty members' professional activity to external constituencies. In adopting a PMYR policy, the university and the tenured faculty, represented by the Faculty Staff Union MTA/NEA, address the external concern for accountability, while upholding the integrity of tenure and academic freedom. PMYR addresses accountability by fostering continued professional development~~**. the Senior Lecturer III's professional activity.**

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

## PURPOSE

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

## PRINCIPLES

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

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

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

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

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

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

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

**TIMING OF PROCESS**

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

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

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

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

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

d. When the faculty member expresses in writing ~~his or her~~ **their** intention to retire within three years of the time of the scheduled review, the review shall be canceled. If the intention to retire is rescinded, the faculty member shall have PMYR in the next annual cycle or during the annual cycle which the faculty member had originally been scheduled to undergo PMYR, whichever is later.

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

**REVIEW OF MATERIALS**

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

university; the advancement of the profession; and the development of the community.

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

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

**REVIEW PROCESS**

The Departmental Review Committee or other elected committee (hereafter referred to as DPC) and the Department Chair will review the individual's AFRs, curriculum vitae, teaching evaluations, and the submitted statement. After consideration of the materials, the DPC and the Department Chair will each recommend that the review be classified as: Category I or Category II.

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

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

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

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

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

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

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

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

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

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

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

**Development Plan**

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

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

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

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

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

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

**Connection to Discipline and Rewards**

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

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

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

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

**ASSESSMENT**

Each dean will prepare an annual report to the Provost on the PMYR process in his or her college. This report, which will be reviewed by the Provost to ensure that the PMYR process is being appropriately and consistently carried out across the campus, will include a summary of the number of PMYRs conducted and their results and relevant details about all instances in which a Development Plan was formulated, including the results of any monitoring process.

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

**MOU – Flexible Work Schedule Agreements**

**The parties agree that a committee will be established to consider flexible work process, guidelines, and implementation procedures. The committee will be comprised of an equal number of FSU**

**members and members of the UMB administration. The parties will review the guidelines instituted at the UMass Amherst campus to consider the relevance of a flexible work policy at UMass Boston.**

## MEMORANDUM OF AGREEMENT – Addendum to MOU 7

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

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

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

**1. Current Parking Rates:**

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

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

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

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

9. Commitment to Lower-Rate:
In the event the Parties enter into an agreement to establish a sliding scale for parking fees the lowest rate

for bargaining unit members on that sliding scale will be less than the lowest current pass rate available to bargaining unit members.

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

**11. Duration:**

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

AGREED TO this 22nd day of May 2025.

UNIVERSITY OF MASSACHUSETTS BOSTON

BY: Signed by: DD8697ABB8B241D...

FACULTY STAFF UNION/MTA/NEA

BY: DocuSigned by: D4F5ECFC061043B...

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

**For the Union:**

DocuSigned by:
Jason Rodriquez
D3CA1E2A86C74E3...

Jason Rodriquez
Chief Spokesperson

6/10/2025
Date

DocuSigned by:
Caroline L. Coscia
D4F5ECFC0610438...

Caroline L. Coscia
FSU President

6/10/2025
Date

Signed by:
Maria Hegbloom
7D4BBA80DF5144B...

Maria Hegbloom
MTA Representative

6/11/2025
Date

**For the University:**

Signed by:
Mickey Gallagher
DD8097ABB8824C...

Mickey Gallagher
Executive Dir., Employee
& Labor Relations

6/11/2025
Date

# Side Letter Agreement FSU/UMB 2024-2027 (June 12, 2025)

SIDE LETTER OF AGREEMENT
By and Between the UNIVERSITY OF MASSACHUSETTS Boston and the Faculty Staff Union, on Additional Economic Items for the 2024-2027 collective bargaining agreement

This Side Letter Memorandum of Agreement is made by and between the Faculty Staff Union (Union) and the University of Massachusetts Boston (University) on this _16th_day of June 2025.

WHEREAS, the University and the Union are parties to a Tentative Agreement dated June 10, 2025 for a successor collective bargaining agreement covering the period July 1, 2024 to June 30, 2027 ("Agreement)"; and

WHEREAS, the parties are cognizant of the increase in costs for promotional timelines and increments, salary floors, per course rates, health and welfare contributions, periodic multi-year review; and

WHEREAS, the University is experiencing recruitment and retention issues due to compensation market conditions and the University desires to remain competitive in order to attract and retain qualified employees;

NOW THEREFORE, for the mutual considerations and promises contained herein, the parties agree as follows:

1. The parties agree to promote those who have served as Associate Lecturers at 50% FTE or more for three (3) semesters (previously four (4)) to the rank of Lecturer.

2. The parties agree to adjust the promotional increments for the following ranks subsequent to the execution of this agreement:

| For Promotion to the Rank of | Increase to Base Salary for 100% FTE By Rank |
|---|---|
| Senior Lecturer II/Clinical Senior Lecturer II | $7,000 |
| Senior Lecturer III/Clinical Senior Lecturer III | $7,000 |
| Associate Professor | $11,000 |
| Librarian II | $7,000 |
| Librarian III | $8,500 |
| Librarian IV | $10,000 |
| Librarian V | $11,000 |

3. The parties agree to increase the salary floors to the following effective September 1, 2025 and after the ATB that are effective prior to September 1, 2025, or upon the first full pay period following the execution of this agreement, whichever is later:

| Rank | Base Salary Floor for 100% FTE by Rank |
|---|---|
| Instructor | $67,000 |
| Assistant Professor | $80,000 |

| | |
|---|---|
| Associate Professor | $88,000 |
| Professor | $110,000 |
| Lecturer/Clinical Lecturer | $60,000 |
| Senior Lecturer/Clinical Senior Lecturer | $70,000 |
| Senior Lecturer II/Clinical Senior Lecturer II | $73,000 |
| Senior Lecturer III/Clinical Senior Lecturer III | $76,000 |
| Clinical Assistant Professor | $75,000 |
| Clinical Associate Professor | $86,000 |
| Clinical Professor | $108,000 |
| Librarian I | $62,000 |
| Librarian II | $67,000 |
| Librarian III | $76,000 |
| Librarian IV | $86,000 |
| Librarian V | $97,000 |

4. The parties agree to increase the per course rate for Associate Lecturers to $5,800 effective September 1, 2025. Effective September 1, 2026, the per-course rate shall increase to $6,000.

5. The parties agree to increase the continuing education per-course rate (summer/winter) rate to $5,800 effective September 1, 2025. Effective September 1, 2026, the per-course rate shall increase to $6,000.

6. The parties agree to increase the Health and Welfare university contributions to $18.50 effective with the first pay period of July 2025, or the first pay period following the execution of this Agreement, whichever is later.

7. The parties agree to provide eligible non-tenure track faculty and librarians who come up for a period multi-year review a stipend totaling $1,500.

8. The parties agree to increase the college development funds from $93,000 to $100,000 as part of the period multi-year review process.

9. This Side Letter Memorandum of Agreement is contingent upon the ratification of the Agreement by the membership of the Union. In the event the Agreement and the terms of this Side Letter Memorandum of Agreement are not ratified by the membership of the Union then this Memorandum of Agreement shall be void and of no force and effect.

This Agreement shall be for a period from the date of ratification of the Agreement to June 30, 2027

This Agreement shall remain in full force and effect until a successor collective bargaining agreement to the Agreement is executed or an impasse in negotiations on a successor agreement is reached.

On Behalf of (Union)

By: DocuSigned by: Jason Rodriquez 6/12/2025
Jason Rodriquez Date
Chief Spokesperson

By: DocuSigned by: Caroline L. Coscia 6/12/2025
Caroline L. Coscia Date
FSU President

By: Signed by: Maria Hegbloom 6/12/2025
Maria Hegbloom Date
MTA Representative

On behalf of the University

By: Signed by: Mickey Gallagher 6/13/2025
Mickey Gallagher Date
Executive Dir. Labor &
Employee Relations

By: DocuSigned by: John Dunlap 6/13/2025 | 12:08:41
John D. Dunlap Date
Chief HR Officer

By: DocuSigned by: Martin T. Meehan 6/16/2025 | 3:37:43
Martin T. Meehan Date
President

## MOU 13. Flex Work Schedule Committee

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