

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT (MOA) is entered into by and between the Massachusetts Society of Professors / UMass Lowell, MTA/NEA (“MSP”) and the Board of Trustees of the University of Massachusetts (“University”), (collectively the “Parties”).

The Parties have reached agreement on the terms of a successor collective bargaining agreement to their contract covering the period of July 1, 2023 through June 30, 2024. The MOA covers the term July 1, 2024 through June 30, 2027. The Parties will incorporate the agreements listed in this MOA into a complete agreement as promptly as feasible. The parties have agreed to the following changes:

1. **Article II - Recognition and Fair Practices**

- *Modify Article II in Section A(1)(b) in the following manner:*

(b) Assistant Teaching Professor, Associate Teaching Professor, and Teaching Professor

The parties have agreed to establish the full-time, non-tenure track categories of Assistant Teaching Professor, Associate Teaching Professor, and Teaching Professor for the purpose of performing teaching that would otherwise be done by part-time, adjunct faculty and visiting professors, and performing service functions. The total of Tenured and Tenure Track faculty shall not be less than 7560% of the total number of tenure system faculty plus Teaching/Clinical faculty bargaining unit members. The number of Teaching/Clinical faculty in each department shall not exceed 40 percent of the total number of tenure system faculty plus Teaching/Clinical faculty bargaining unit members in that department. The parties agree to identify specific departments for which this cap can increase to 49 percent.

- *Modify Article II in Section A(5) by adding the following:*

For those seeking promotion to Full Teaching or Full Clinical, in addition to the criteria of excellence in teaching and excellence in significant service along with the evidence listed above, the faculty should have a significant record of accomplishments in instructional effectiveness, curricular innovation, student engagement, and/or institutional service and leadership.

2. **Article IV - Grievance Procedure**

- *Modify Article IV in the following manner:*

...No changes until Section D

D. Grievance Procedure

1. Informal Procedure

A unit member and/or the union is encouraged to meet and confer with the department chair, and/or Dean, Director of Libraries, or Provost (as applicable) when a problem relating to employment arises. The flexibility of informal discussion often

results in solutions to employment problems more easily and quickly than ~~do~~ formal procedures.

~~The grievant is to meet and confer with the department chair within twenty-one (21) calendar days of notice by the grievant to the chair/library division head of a complaint that a grievance exists.~~ The purpose of such a meeting is to attempt to find an informal resolution of the complaint. In some cases, it may be helpful if the grievant and the chair discuss the problem with the College Dean or Library ~~Dean~~Director. If the academic chair and the grievant have not resolved the complaint ~~prior to the timeframe for filing a formal grievance, within 21 calendar days of the receipt of the grievance~~, then the grievant may proceed to the formal procedures hereinafter described. ~~Informal efforts at settlement shall not extend beyond twenty (20) calendar days from the initial meeting date without written agreement by each of the parties.~~ The grievant need not elect to start the procedure at the informal level.

2. Formal Procedures

a. Level One: Dean of the College or the ~~Dean~~Director of Libraries

When a grievance arises, the grievant must set forth in writing to the College Dean or ~~Dean~~Director of Libraries as succinctly as possible the complaint, including the relevant facts, the contractual provision(s) violated, how the provisions were allegedly violated, and the specific remedy requested, and shall state same on the grievance form as promulgated herein in Appendix A-12 (or any jointly promulgated successor) or a reasonable facsimile thereof and shall supply appropriate support documents. No complaint shall be filed more than ~~3045~~ calendar days after the event upon which the grievance is based or from the date when the grievant(s) had or should have had knowledge of the event.

~~If the grievance was not discussed with the College Dean or ~~Dean~~Director of Libraries during the attempt to reach informal resolution during the informal process, upon request from the Union, the College Dean or Dean of Libraries shall meet, or arrange to meet, with the grievant and/or the Union within fifteen (15) calendar days from the receipt of such grievance.~~ The Dean of the College or the ~~Dean~~Director of Libraries ~~shall investigate the complaint and~~ shall ~~within 30 calendar days from the filing of the grievance~~ render a written decision ~~on the grievance within thirty (30) calendar days from the date of receipt of the grievance~~, providing reasons justifying such decision to the grievant(s) and the Union, with informational copy to the MSP President (or other MSP designated grievance officer).

b. Level Two: ~~The Chancellor of the University~~

If the grievant is not satisfied with the disposition of the grievance at Level One, they may move to file such grievance with the Chancellor within twenty-one (21) calendar days after the date of written response of the College Dean or the

~~Deanreector~~ of Libraries is received or is due. Any grievance filed directly with the ChancellorPresident at Level Two, without first having filed at Level One, must be filed within forty-five (45) calendar days of the occurrence, or knowledge of the occurrence. [For informational purposes, copies of the form filing the Level Two grievance should be sent by the grievant to the MSP president or other MSP designated grievance officer and the MSP Official Designee.] The Chancellor or their designee shall investigate the matter and within forty (40) calendar days from the filing of the grievance at Level Two, they shall render a written decision providing reasons to justify such decision to the grievant and the union, with copies to the officers indicated above.

c. Level Three: Mediation

If the MSP/MTA is not satisfied with the disposition of the grievance at Level Two, the MSP/MTA may appeal the Level Two decision in writing to the Chancellor or their designee for mediation with a copy to the President of the University or the President's designee. The appeal shall be filed within thirty (30) calendar days of receipt of the decision of the Chancellor, or their designee, or the end of the time specified in Level Two for said decision, whichever is sooner.

Failure to ~~so~~ file with the Chancellor or their designee within the time specified shall be deemed to be acceptance of the decision rendered at Level Two or a decision by the MSP/MTA to proceed directly to arbitration.

Mediation will only occur in those cases where both parties mutually agree to engage in mediation.

Within forty (40) calendar days of receipt of the appeal, the parties shall meet for the purpose of mediation. The parties shall mutually agree upon a mediator to facilitate the process. that the following arbitrators shall serve as mediators on a rotating basis:

- a. Roberta Golick
- b. Gary Altman
- c. Diane Cochran
- d. Mark Irvings

.... *No changes until Section E...*

E. Binding Arbitration

1. General Provisions

c. Filing Notice

The arbitration proceeding may be initiated by filing an authorized demand for arbitration with the American Arbitration Association or The Labor Relations Connection. The notice shall be filed within ninety (90) calendar days during the faculty academic year after receipt of the decision of the previous level under the grievance procedure, or where no decision has been issued, after the date when the decision was due. (Notice of intent to file sent to the Chancellor preserves the right to file for another ninety (90) calendar days or until the University demands filing or withdrawal, whichever comes last). The demand for arbitration filing or withdrawal shall include a brief statement setting forth precisely the issue to be decided by the arbitrator and the special provision of the agreement involved. (In this Article, "calendar days" shall in all instances refer to days within the academic year. Absent an With the agreement of the PartiesTo that end, once a grievance has been formally filed at Level 1, all timelines within this article shall be considered calendar days within the calendar year:- At the union's request, the time limits for any grievance that has been filed may be tolled between the spring and fall semester.

d. Selection of Arbitrator

The American Arbitration Association or The Labor Relations Connection shall be requested to appoint a panel of arbitrators, from which the parties shall select an arbitrator to hear the particular grievance. If the parties cannot agree as to which member of the panel shall be selected, the Arbitration Association or The Labor Relations Connection shall designate the arbitrator.

e. Arbitration Rules and Procedures

The regular voluntary labor arbitration rules of the American Arbitration Association or The Labor Relations Connection shall be utilized, provided that expedited procedures may be requested by joint decision and agreement of the MSP Official Designee and the Provost.

5. Arbitration and Academic Judgement

b. Powers of Remand

Subject as is hereinafter provided, whenever any grievant shall have alleged, expressly or by implication of the factual allegations, that any determination or decision of the University involving the exercise of academic judgment was, in its application to said grievant, arbitrary or capricious, the arbitrator shall have the power to determine the truth or falsity of such allegation. Whenever the arbitrator shall have determined that such allegation is true, they shall order that such arbitrary or capricious determination or decision shall be reconsidered by the board and such determination or decision shall thereafter be newly made pursuant to the procedures prescribed in this Article and subject to the time limits prescribed. Thereafter, such decision so newly made shall be subject to the provision of this Article, including this provision; provided, however, that any grievance arising from such decision so newly made shall be initiated by filing notice

thereof with the Chancellor of the University and then preceding pursuant to the provisions of the Binding Arbitration section of these procedures, and the provisions of Levels I and II of these procedures shall not apply to such grievance; and provided further that, anything in the provisions of the Binding Arbitration section to the contrary notwithstanding, such notice shall be filed with the Chancellor of the University and the American Arbitration Association or The Labor Relations Connection within fourteen (14) working days of the date on which notice shall have been given pursuant to the provisions of this paragraph.

... No changes until J....

J. Waiver of Irrelevant Levels

Where it is clear on its face that the remedy for a grievance brought by the MSP involves an exercise of authority beyond the scope of Level One chairpersons or deans, the grievance may be brought directly to Level Two.

3. Article VII - Criteria for Appointment, Promotion, and Tenure

- *Modify Article VII in the following manner*

A. Appointment of Faculty Members and Librarians

1. General Provisions

Other than the above, the processes specified in this article are the exclusive legal methods of appointing unit personnel or persons with the right to enter the unit and no person may be legally awarded tenure in the unit except under and in conformance with the criteria specified in this Article and the processes specified in the Article that follows it; and/or in settlement of a grievance explicitly sanctioned by the MSP; an academic administrator may apply for promotion in the department of their primary faculty appointment and the University will notify the Union of the academic administrator's candidacy for promotion prior to the solicitation of external review letters. All qualifications, eligibility criteria, and evaluation processes contained in Articles VII and VIII shall apply. In special situations, an individual may be permitted to enter the unit through the transfer to the University of an appropriate position from another institution under the jurisdiction of the Board, but such transfers shall occur only after the Office of Academic Affairs has entered into written joint agreement with the MSP and under the specific terms of such agreement.

4. Article VIII - Tenure and Promotion Procedure

- *Modify Article VIII in the following manner:*

No non-tenured individual may apply for tenure and/or promotion unless evaluated as provided in the Evaluation Article. In the case of unit members non-tenured and tenured faculty applying for promotion, the most recent annual

evaluation(s) and merit evaluation(s) (or the fact that such evaluations do not exist because the individual did not submit to evaluation) shall be available to the Department Personnel Committee and subsequent review levels for due consideration. (In all that follows, a reviewing authority is the same thing as a recommending authority.)

A. Faculty Promotion/Tenure Process

1. Application for Review

- a. A faculty member who wishes to be considered for promotion or tenure will so inform their Department Chair by the appropriate period in the academic year in which the requested recommendation is sought³. It is the responsibility of each candidate for promotion or tenure to ensure that their completed professional vita is filed with the department Chair, who shall forward this material to the Department Personnel Committee. Any faculty member may remove themselves from consideration at any level.
- b. The tenure decision shall be made no later than the sixth year of service with the University. No more than three years prior service at a four-year institution of higher education in the United States or Canada can be credited to the experience requirement of promotions which confer tenure. A faculty member may request at their option an early tenure determination. But it is understood that no candidate may apply for tenure once a Department has recommended, or the University has initiated implementation of, termination at any time before September 15th of the fourth year at the University. If such recommendation or initiation occurs during a tenure process, the individual is automatically removed from that process.

The Tenure Decisions Year (TDY) above ~~may be postponed~~will be extended for up to one year in accordance with Article XX Supplemental Benefits Section B.5.

~~A faculty member may receive a tenure delay for up to two parental leaves. Should a faculty member not wish the tenure delay, they have up to a year from their return to campus to opt out of the delay.~~

... No changes until A.3.b...

b. College Personnel Committee

Each college shall have a College Personnel Committee

consisting of a full professor from each department in the college elected by majority vote of faculty members in the department^{5,6}. Department chairs do not serve on the CPC. Should a department have only one full professor, the department shall have an election of the full and associate professors to serve on the CPC. The members of the CPC will elect a chair. Members of the CPC will recuse themselves from votes for faculty members from their own department. They will present faculty candidates from their own department and answer questions and will then leave the room before the vote takes place. The CPC will write one letter that is reflective of the committee vote including majority and minority recommendations (CPC =Level 3).

Where any College shall have less than three (3) members eligible to serve on the College Personnel Committee, then qualified non-Chair individuals, from allied departments first sourced from within the College, and if insufficient rank-eligible members are still not identified, then from allied departments from another College shall be designated by the College Dean. If after reasonable efforts by the College Dean, no one is found to be acceptable to the eligible members of the CPC and the candidate(s), the MSP President and the College Dean shall jointly designate someone to serve.

At least one Full Clinical/Teaching Professor, elected by majority vote of Clinical/Teaching faculty in the college, must serve on the relevant College Personnel Committee when faculty in those tracks come up for promotion. For Departments/Colleges without promoted Clinical/Teaching faculty, these provisions will include language for a process that is parallel to that used when there are insufficient full-time tenured professors in a department.

... No changes until A.3.d...

d. University Rank and Tenure Committee

(1) Committee Membership

The University Rank and Tenure Committee shall consist of the chairpersons of the seven (7) college personnel committees (Education, Engineering, Fine Arts & Humanities, Social Sciences, Sciences, Health Sciences, Business) and the Provost, who shall chair the University Rank and Tenure Committee but not vot-e . There also shall be two (2) non-voting observers (who may participate in

Committee deliberations), one designated by the MSP Chair (or other MSP designated officer), one by the Chancellor of the University or their designee.

Observers shall concern themselves with the University's commitment to (1) fair and consistent procedures, (2) equal opportunity, and (3) academic standards.

Any observer who believes that any of the three criteria referred to above was violated shall give written notice to the MSP and the Chancellor, describing the details of the violations.

In addition, one Full Clinical Professor or one Full Teaching Professor shall serve on the University Rank and Tenure Committee when promotion cases from their respective tracks are under review. Full Clinical Professors shall be elected to review Clinical Faculty promotion cases, and Full Teaching Professors shall be elected to review Teaching Faculty promotion cases. If no eligible Full Clinical or Full Teaching Professor is available to serve, an Associate Clinical or Teaching Professor may be elected instead. If no eligible faculty member is available or willing to serve, the seat may remain unfilled. All such members shall be elected by a majority vote of the respective Clinical or Teaching faculty at the University, with the election conducted by the MSP. Only faculty at or above the rank under review may vote in these elections or on promotion cases.

An elected member of the University Rank and Tenure Committee writes a letter for each candidate that is reflective of committee vote including majority and minority recommendations (University R&T = Level 5).

... No changes until F...

F. University Personnel Register

There shall be a University Personnel Register, at the reference desk in each Library and at other designated locations. The University Administration shall place immediately therein provide to the MSP- all promotion lists, and other summarizing documents concerning University personnel actions and shall transmit a copy of each to both the Official Designee and the MSP ChairPresident, Vice ChairPresident, or other MSP designated officers.

....Remainder of article unchanged...

5. Evaluation of Faculty and Librarians (Article IX)

- *Modify Article IX in the following manner:*

A. Varieties of Evaluation

Faculty and librarian unit members are subject to three types of evaluation: (1) an annual evaluation of non-tenured faculty and librarians, (2) merit evaluation of all unit members who are eligible for College Merit, and (3) a review in connection with a personnel action (~~renewal of contract, non-renewal of contract, promotion, and tenure~~).

All Chair⁷ annual evaluations, and merit evaluations, and reviews for, alternative supplemental evaluations by department committees, positive personnel action reviews by the Chair and Department Personnel Committee (DPC) for reappointment of non-tenured faculty and evaluations of Chairs by Deans/Dean of University Libraries shall result in written prose documents. Such documents shall be fully privileged to reflect the perceived strengths and weaknesses of the individual reviewed in accordance with the evaluator's professional academic judgment and shall take into consideration all three evaluation areas specified below and other relevant and/or required matters, as outlined in Articles VII, VIII, and IX. The person evaluated must sign, acknowledging that they have seen the document (signature does not indicate agreement), and such person shall be entitled to write a written rebuttal which then must be attached to the evaluation(s) and which shall be reciprocally privileged.

It is understood that where personnel reviews for promotion and tenure are concerned the Department and College committees, Chairs, Deans/Director, and the University Rank and Tenure Committee shall submit written reasons for their respective decisions whether positive or negative.

1. Annual Evaluation

This evaluation must be performed annually by department chairs and department personnel committees for all non-tenured faculty, non-tenure-track faculty, and Assistant Teaching and Clinical Professors, and is recommended for Associate Teaching and Clinical Professor (to provide documentation for promotion), and is strongly recommended for Associate Teaching and Clinical Professors (to provide documentation for promotion).

Non-tenured unit members may request alternative supplemental evaluations from elected department/library personnel committees. Supplemental evaluations must be attached to the initial evaluation and shall become part of the documentation forwarded to various review levels as specified in this agreement.

2. Merit Evaluation

Department Chairs shall evaluate eligible unit members in connection with the several aspects of College Merit specified in the Salary Article.

7 In colleges without departmental structures, the evaluations normally performed by department chairs shall be performed by the chair of the college faculty. This position shall be

filled by a tenured associate or full professor of the college who is elected at large by the college faculty. In the library, evaluations normally performed by department chairs shall be performed by the Library Director.

The College Dean evaluates Department Chairs. All unit members, including Department Chairs, may request alternative supplemental evaluations from elected Department.

3. Review in Connection with a Personnel Action

~~The "evaluations" required in connection with a positive or negative recommendation for promotion and/or tenure by various review levels, and in the case of non-tenured faculty recommendations for reappointment or nonreappointment by department personnel committees, refer to a process not a document though they shall be based on the required credentials and documents that must accompany all evaluation processes and shall therefore be known as a review.~~ The phrase "review" as used in this Agreement refers to a process which leads to a positive or negative recommendation. In making such recommendations, the Chair, Department/College committees, the Deans ~~Director~~ and the University Rank and Tenure Committee shall review all relevant documents and materials and then submit written reasons recommendations for their respective decisions whether positive or negative. The only exception to this requirement is as follows: –except as follows; Nonreappointment of non-tenured Unit members made at a time up to September 15th of their fourth full academic or professional year, as the case may be, shall be without the necessity of providing reasons in writing.

All reviews shall be based on the standard criteria set forth below, other required criteria where indicated in this Agreement, and upon any and all other academically or professionally pertinent criteria reasonably related to the reviewed individual's demonstrated and potential ability to contribute positively to instructional programs and/or to contribute collegially and constructively to service activities at the department, college, university, professional or community levels, and/or to contribute academically significant research and publication.

All tenure evaluations-reviews must consider the individual's continued relevant, constructive, professional and collegial contribution to departmental, college and university programmatic needs as well as the individual's professional/academic accomplishments.

B. Function of Departmental (Library) Recommendations in Connection with Nonreappointment

The review process required in connection with nonreappointment recommendations in early years of service is designed to secure a positive or negative professional academic recommendation from the departmental level and confers no rights on the individual evaluated other than a guarantee that such professional departmental review and recommendation shall in fact be made and be a part of the final University recommendation and decision process. Minor procedural errors at the departmental level shall not affect the validity of such final recommendation and decision where the University has in fact received and introduced a professional departmental recommendation into its final decision-making process as required in Article XIV.

All decisions at all levels in this process (and all other personnel processes) shall be fully privileged to reflect, and shall be based upon, the perceived strengths and weaknesses of the individual reviewed in accordance with the evaluator's professional academic judgment.

Before the time when this Agreement requires that reasons be given for nonreappointment, whenever a Chair, the Department Personnel Committee, the Dean/~~Director~~ or the Provost has initiated the process of nonrenewal, the affected individual may not apply for promotion, tenure, or merit. ~~or merit.~~

The scope of grievance rights connected with non-reappointment is to be found in the Grievance Procedure and Termination Articles of this Agreement.

C. Schedule for Evaluations

1. Annual Evaluation of Untenured Tenure-track Faculty and Assistant Teaching and Clinical Faculty~~Nontenured Faculty and Librarians~~

Each ~~non-tenured~~ unit member under review shall be annually evaluated by their Department Chair ~~as the case may be and Department Personnel Committees (DPC)~~. Such evaluations must be completed by the deadlines indicated in Table I ~~and result in – i.e., before the Department Personnel Committee makes its mandatory annual review and~~ positive or negative recommendations concerning the reappointment and nonreappointment of non-tenured unit members. In all instances involving faculty, these annual evaluations should be preceded by classroom visits and a prose evaluation of same in accordance with Section D. below.

For each unit member under review, the Chair will review their CV, ~~academic plan, the Faculty Report form, classroom observations, student feedback on instruction, and other relevant documents and materials (see Sections D and F) and make a recommendation to the Department Personnel Committee.~~ The Department Personnel Committee shall ~~meet, review~~ review the ~~annual evaluations~~ Chair's recommendation together with ~~other all relevant~~ documents and credentials (see ef. Section Sections D and F-F.) and make a recommendation to the Dean. ~~Its recommendations and the annual evaluations~~ These recommendations of the Chair shall be sent by the Chair to the Dean/~~Director~~ of Libraries and to the Provost by the deadlines specified in Table I. The Provost and the Dean/~~Director~~ shall confer and make a recommendation to the Chancellor in sufficient time to satisfy the official notification deadlines.

Deadlines for making evaluations and recommendations for nontenured unit members are prescribed to assure institutional compliance with formal notification deadlines concerning nonrenewal of contract. As distinguished from these official notification deadlines to which they lead, the evaluation deadlines in Table I confer no rights upon persons being evaluated.

2. Student Evaluations~~Feedback on Instruction~~

a. Student Evaluations~~Feedback on Instruction~~ of Assistant Professors and other Tenure System Faculty not yet Tenured, Assistant Clinical/Teaching Professors not yet promoted

Student evaluations-feedback on instruction will be conducted in every class for all assistant professors, other tenure system faculty not yet tenured, and Assistant Clinical/Teaching professors not yet promoted. These evaluations~~This feedback~~ shall be considered as part of the annual evaluations and reviews in connection with personnel actions.

b. Student Evaluations-Feedback on Instruction of Tenured Associate and Full Professors, Associate Teaching/Clinical Professors, and Teaching/Clinical Professors

The purpose of student evaluations-feedback on instruction is to inform faculty, department chairs, ~~deans~~~~the dean of the college~~ and the Provost about the impressions students have concerning their classroom experience. It is understood that student evaluations-feedback should be viewed as one means by which faculty and departments may promote and maintain quality instruction and shall not be used to support any negative personnel action. Student evaluation feedback instruments shall be developed at the College level.

At the faculty member's option, the faculty member may submit student evaluations-feedback or a summary of their results for consideration by various promotion/tenure review committees. The faculty member and Chair shall become the sole custodians of ~~these student evaluations~~this material at the end of each year. The faculty member shall become the sole custodian of student feedback ~~these student evaluations~~ at the end of every three academic years and shall have the exclusive authority and responsibility to maintain or destroy them.

~~The evaluation~~Student feedback on instruction will be conducted in a single section of one course per semester. There shall be evaluation offeedback in two different courses per academic year except in the case where a faculty member teaches only a single course during the academic year. In such cases, the single course shall be the basis for review. At the faculty member's option, student evaluations-feedback on instruction may be conducted in additional sections or courses.

c. Course syllabus: Faculty members will provide a syllabus for each course, whose suggested components include clear course objectives, required texts, reading and writing assignments with deadlines for completion, class attendance policy, evidence expected for meeting course objectives, rubrics for grading, plagiarism guidelines, and instructor's University e-mail and office hours.

d. Evaluation-Student feedback on instruction instrument: An elected committee of five (5) tenured faculty in each College will develop evaluation instruments that satisfy standards of reliability and validity. The parties agree that the crafting of evaluation forms could be aided by input from agreed upon experts/consultants in the field of educational testing/evaluation. Such expertise will be made available to the College Committees. Any fees for these services shall be borne by the University. Furthermore, it is understood that the role of any outside experts/consultants shall be advisory and the responsibility of the formulation of any student evaluation rests with the elected College Committee. Each College will develop the evaluation instrument to be used by departments in their College by December 2012. A department may add additional questions specific to the discipline.

3. Merit Evaluation of Eligible Unit Members

Each eligible unit member shall be evaluated in accordance with the following schedule in Table II and as stipulated in the Salary Article of this agreement.

Non-tenured unit members who are eligible for merit evaluation under the terms specified in this Agreement, also must be evaluated for merit according to the schedule indicated in Table II.

TABLE IA

ANNUAL EVALUATION SCHEDULE AND OFFICIAL NOTIFICATION DEADLINES FOR UNTENURED TENURE TRACK UNIT MEMBERS--BY YEAR OF UNIVERSITY SERVICE

Year of University Appointment Service	Initial	Chair <u>Evaluation</u> <u>Recommendatio</u> n Deadline	Deadline for <u>Chair/Personnel</u> Committee	Official Notification Deadline	For Termination at end of
1 st	(2 yr. appt.)	<u>34/15</u> of 1 st yr.	4/1 <u>5</u> of 1 st yr.	9/15 of 2 nd yr.	2 nd yr.
2 nd	(2 yr. appt.)	<u>34/15</u> of 2 nd yr.	4/1 <u>5</u> of 2 nd yr.	9/15 of 3 rd yr	3 rd yr
3 rd		<u>34/15</u> of 3 rd	<u>4/1 2/28</u> of 3 rd yr.	9/15 of 4 th yr.	4 th yr.
4 th		<u>34/15</u> of 4 th	<u>4/1 2/28</u> of 4 th yr.	9/15 of 5 th yr.	5 th yr.
5 th		<u>34/15</u> of 5 th	<u>4/1 2/28</u> of 5 th yr.	9/15 of 6 th yr.	6 th yr.
6 th		<u>34/15</u> of 6 th	<u>4/1 2/28</u> of 6 th yr.	9/15 of 7 th yr.	7 th yr.

* Persons appointed in January shall begin their first year of service for purposes of evaluation and tenure in the following September.

TABLE IB

ANNUAL EVALUATION SCHEDULE AND OFFICIAL NOTIFICATION DEADLINES FOR ~~NON-TENURE~~TEACHING AND CLINICAL ~~FA~~CULTY TRACK UNIT MEMBERS--BY YEAR OF UNIVERSITY SERVICE

Year of University Appointment Service	Initial	Chair <u>Evaluation</u> <u>Recommendatio</u> n Deadline	Deadline for <u>Chair/Personnel</u> Committee	Official Notification Deadline	For Termination at end of
1 st	(1 yr. min.)	<u>34/15</u> of 1 st yr.	<u>45/1</u> of 1 st yr.	5/15 of 1 st yr.	1 st yr.
2 nd	(1 yr. min.)	<u>34/15</u> of 2 nd yr.	<u>45/1</u> of 2 nd yr	5/15 of 2 nd yr	2 nd yr.
3 rd	same	<u>34/15</u> of 3 rd yr.	<u>45/1</u> of 3 rd yr.	5/15 of 3 rd yr.	3 rd yr.*
4 th	same	<u>34/15</u> of 4 th yr.	<u>45/1</u> of 4 th yr.	5/15 of 4 th yr.	4 th yr.*
5 th **	same	<u>34/15</u> of 5 th yr.	<u>45/1</u> of 5 th yr.	5/15 of 5 th yr.	5 th yr.*

6 th	same	34/15 of 6 th yr. 45/1	of 6 th yr. 5/15 of 6 th yr.	6 th yr.*
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* Persons appointed in January shall begin their first year of service for purposes of evaluation and tenure in the following September.

**After six years the employment of Clinical and Teaching faculty may not be terminated except for just cause. See Article II, A, 1.

... No changes until Section D...

D. Visits by Chairs to Classrooms of Classroom Observations of Untenured tenure-track faculty and Assistant Teaching and Clinical faculty Untenured Faculty

~~Each department chair shall be responsible for visiting the classes of each non-tenured department member. Untenured tenure-track faculty and Assistant Teaching and Clinical faculty shall have a classroom observation at least once each semester. The observer will be chosen by the Department Personnel Committee and Chair and shall prepare a prose evaluation of each classroom visit within five days of the visitation. A copy of such evaluations shall be forwarded promptly to the non-tenured faculty member and the Department Chair. Once a non-tenure track unit member is promoted to Associate or Full Teaching or Clinical Professor, classroom observations will be done once annually. Associate Professors/Associate Teaching Professors may request classroom observation(s) if they so wish.~~

Classroom observations will be conducted by Associate or Full Professors (selected by the DPC and Chair). Teaching and clinical faculty may elect to have one classroom observation per year conducted by an Associate or Full Teaching or Clinical Faculty (selected by the DPC and Chair).

For situations when faculty teach online, the term “classroom” above means the space in which the course is taught (e.g. the Learning Management System).)

Faculty may, freely and at their discretion, request a classroom visit by another eligible faculty member of their choice in addition to the one selected by the DPC. At the discretion of the faculty member, the evaluations of such visits may be used in support of their reappointment, tenure, and/or promotion.

Upon the written request of a non-tenured faculty member, the Department Chair shall invite a tenured Associate or Full Professor of the department to accompany him on each classroom visit. If, however, there shall be no tenured Associate or Full Professor of the department, then such non-tenured faculty member may request, and the chair shall invite a tenured Associate or Full Professor from another related department to accompany the chair on each classroom visit. Such invited other tenured faculty member shall submit a written evaluation of each classroom visit to the non-tenured faculty member and the Department Chair.

With the approval of the MSP, a department chair may delegate one classroom observation per faculty member per academic year, to a tenured member of the department faculty.

E. Standard Evaluation Areas

All evaluations and reviews must consider the standard evaluation areas specified below. It is understood that in the case of annual evaluations, and reviews and recommendations for reappointment, nonreappointment, promotion and tenure, other criteria, as indicated, also must be considered and addressed.

1. Faculty

a. Instructional Effectiveness:

Including but not limited to adherence to academic rules and regulations promulgated through established academic governance procedures by the Board of Trustees for the University; development, improvement and demonstration of subject matter competence; continued improvement in methods and procedures of classroom presentation; active participation in departmental evaluation of course offerings and curricula for the purpose of maintaining their quality, relevance, and viability; and conscientious discharging of responsibilities for student advisement throughout the academic year, special or uniquely valuable contributions to the development, implementation or teaching of needed courses in any college or level or division of the University, and the like. Notwithstanding achievements made in other areas of faculty evaluation, instructional effectiveness as herein defined shall be considered as indispensable for faculty advancement.

b. Research and Publication/[Creative Work](#):

Including, but not limited to, research funded by governmental agencies and professional associations and/or publicly acknowledged by learned and professional societies; book publications by governmental agencies, professional associations, and/or acknowledged professional publishing houses; and publications in recognized professional and/or academic journals, and published conference proceedings. [Creative work should be juried or otherwise judged assessed by professional peers.](#)

... No changes until Section F...

F. Evaluation Credentials

1. Credentials for Faculty Evaluation

a. Annual Evaluation of Non-tenured Faculty

~~Up to date comprehensive vita CV, Faculty Report, (P~~rior evaluations and rebuttals, if any); ~~the individual academic plan; Faculty Report,~~ reports of classroom ~~visits~~ observations; ~~written self-evaluations, S~~tudent-Feedback on Instruction evaluations, course syllabi, and any other relevant support material submitted by the member, including samples of student work, when appropriate.

b. Merit Evaluation

~~Professional Vita for the particular evaluation period CV, Faculty Report form,~~ (prior evaluations and rebuttals may be considered); ~~individual academic plans, written self evaluations,~~ reports of classroom visits, student evaluations, or any other existing relevant support material may be submitted, including course syllabi, and samples of student work.

c. Review for Personnel Actions – Tenure and Promotion

Comprehensive, Professional Vita (Appendix A-9); existing annual and merit evaluations, alternative supplemental evaluations, rebuttals and written self-evaluations; ~~existing individual academic plans, reports of classroom visits, observations, and student evaluation Student Feedback on Instructions~~; and any other relevant support material submitted by the member.

2. Credentials for Librarian Evaluation

In evaluating the performance of professional librarians and in formulating personnel recommendations established committees and academic administrators of the University shall utilize the same or analogous documents as previously described for faculty members except as follows:

- a. a representative sample of the librarian's work shall be included;
- b. copies of reports/summaries of professional conferences, meetings or workshops the librarian has attended shall be included;
- c. "Professional Librarian Effectiveness" shall be substituted for "Instructional Effectiveness" on professional vitae;
- d. "observations of performance of library duties" shall be substituted for "Required Classroom Visits".

3. Nature of the Professional Vita

- a. For ~~annual evaluation~~, review for ~~reappointment, nonreappointment, promotion,~~ or tenure recommendation: A comprehensive professional vita (Appendix A-9) which shall show the accomplishments in the areas of (1) instructional effectiveness, (2) research and publication and (3) service contributions, and shall also include, among other items, certification of completed degree programs, progress reports of authorities supervising or directing advanced or post-doctoral study; samples of the candidate's publications, copies of recital or exhibition programs, reviews of publications, performances or exhibitions, and other materials constituting external evaluation of publication quality; and a corroborative documentation of research, professional leadership and achievement, and of service to the professions, the University, and the community. In preparing this comprehensive resume, the candidate shall clearly indicate the date(s) of all indicated activities or accomplishments.
- b. For merit evaluation, a professional merit vita on the appropriate form for the period of evaluation; (see Appendix A-8).

4. Individual Academic Plans

a. Non tenured Unit Members

~~Every Fall, by November 1, each non-tenured unit member shall file an academic plan setting forth their professional goals and objectives for the current academic year. Faculty members shall file this plan with the department chair and a copy shall be sent to the college dean. Librarians shall file this plan with the Director of Libraries.~~

~~The primary purpose of the academic plan is to provide a meaningful context for informal and unofficial discussions between the individual and the department chair, college dean or Director of Libraries concerning the following:~~

- ~~(1) the development of constructive professional relationships with colleagues and students in the discharging of faculty/librarian responsibilities;~~
- ~~(2) the coordination of personal goals for academic and professional development with the overall academic and professional needs of department, college/library, and University programs.~~

~~The individual academic plan shall be one component of the evaluation of non-tenured unit members and the recommendation process concerning merit, nonrenewal of contract, promotion, and tenure.~~

b. Tenured Unit Members

~~Tenured unit members are not required to file an academic plan but may elect to do so.~~

G. Written Evaluation of Unit Members by Chairs and Department Personnel Committees

Department Chairs and Department Personnel Committees shall separately prepare a prose evaluation evaluation document including their evaluations and a, including positive or negative recommendation for reappointment, of their unit members in accordance with the time-tables and provisions of this Article. A copy of the complete tentative evaluation shall be provided to the unit member prior to being made final and prior to further submission.

Upon written request, a unit member shall be entitled to a conference with the Chair to discuss their tentative evaluation and to examine materials used by the Chair. Following the conference, the Chair shall write a final evaluation of the unit member and shall make a copy available to the individual prior to further submission.

A unit member shall have the right to file a written statement of rebuttal concerning the to the Department Chair and/or Department Personnel Committee review evaluation final evaluation.

Such a statement shall be filed with the Chair and shall be made an attachment to their evaluation.

The deadline for filing such rebuttals shall be one work week following the day on which the ~~Chair forwarded their final evaluation to the faculty member~~written evaluations were shared with the unit member under review.

A unit member (whether or not they have requested a conference or filed a written statement of evaluation rebuttal) shall sign a statement that they have received their evaluation and has had an opportunity to file a statement of evaluation rebuttal. This statement shall be filed with the Chair no later than one work week following the day on which the evaluator forwarded their evaluation to the unit member and shall be made a part of the official record of evaluation. [In the case of the evaluation of the Chair by the Dean/Director, the statement, and rebuttal if any, will be filed with the Dean/Director.]

H. Written Evaluation of Chairs by Deans

In accordance with the timetables and provisions of this Article, College Deans and the ~~Director~~Dean of ~~University Library~~ties shall prepare a written evaluation of each Department Chair on the basis of the standard credentials, evaluation areas, and their knowledge of the educational leadership of the Chair and their fulfillment of the duties specified in this Agreement.

I. Alternative Supplemental Evaluations

~~If a member is not satisfied with an evaluation made by the Chair (or by the Dean in the case of the Chair) the member may request an evaluation by the Department Personnel Committee. The deadline for filing such a request shall be one work week following the day on which the Chair forwarded their final evaluation to the unit member. If so requested, the Department Personnel Committee will evaluate the unit member and provide the member with a written copy of such evaluation within fourteen (14) work days of the original request and within seven (7) work days shall forward a copy of such evaluation (together with any rebuttal received from the member) as appropriate.~~

... No changes to the remainder of the article...

6. Article X - Non-Unit Faculty: Performance of Bargaining Unit Work

- *Modify Article X in Section (B)(1)(3)a by deleting the following:*

(a) Adjuncts

~~Adjuncts are individuals whose part time teaching relationship with the University is not necessarily temporary, but who are excluded from certain requirements applied to Lecturers because they are fully and primarily employed elsewhere and are performing limited "adjunct" work at or for the university not exceeding the equivalent of one course per semester, such course normally involving a clinical or professional aspect complementing the curriculum and work of the regular faculty. Adjuncts normally~~

~~receive some special rate or form of compensation, or no compensation, or an honorarium and/or expenses. Adjunct appointments shall be valid only in these agreed upon categories of work.~~

~~Adjuncts shall normally be hired on one semester or one year contracts with no entitlement to renew whatsoever and no enforceable retention rights. However, the University in its discretion may renew and retain Adjuncts. Adjuncts acquire no rights or entitlements whatsoever beyond those conferred annually or semester by semester in their individual contracts. Compensation or honoraria for adjuncts, if any, may come from a variety of sources. No more than eighty individuals may hold Adjunct status in any given semester.~~

7. Article XVI - Workload

- *Modify Article XVI in the following manner:*

PART I. The Workload of the Faculty Tenure and Tenure Track Faculty

~~The maximum teaching load for tenured and tenure track faculty is 18 credit hours or equivalent contact hours as defined by the college workload committee per academic year.~~

~~Unless otherwise specified in this Agreement, the maximum teaching load, per academic year, for tenured and tenure track faculty performing teaching and service responsibilities, who have not received a reduced teaching load for research or service, is 18 credit hours or equivalent contact hours as defined by the college workload committee.~~

~~Unless otherwise specified in this Agreement, the maximum teaching load, per academic year, for tenured and tenure track research active faculty is 15 credit hours or equivalent contact hours as defined by the college workload committee.~~

~~Unless otherwise specified in this Agreement, the maximum teaching load, per academic year, for tenured and tenure track research productive faculty is 12 credit hours or equivalent contact hours as defined by the college workload committee.~~

~~Unless otherwise specified in this Agreement, the maximum teaching load, per academic year, for tenured and tenure track research intensive faculty is 9 credit hours or equivalent contact hours as defined by the college workload committee.~~

~~Research active faculty shall be defined to include a faculty member presenting a paper at a national, regional or international conference, submitting a research proposal or preparing a manuscript for publication. This work should not have been submitted for workload consideration during a prior year, unless it has changed substantively. The Department Personnel Committee, consisting of tenured faculty and constituted as specified in Article VIII, will determine whether the faculty member qualifies for research active status. The Department Personnel Committee's assessment of~~

~~research-active or teaching service focus shall be sent to the Chair and Dean who will review to ensure compliance with above criteria and implement assignment of courses accordingly.~~

~~The teaching load can be similarly reduced by 3 or 6 credit hours per academic year for major service efforts, in accordance with college specific workload agreements negotiated with the Provost as defined in Article XVI.~~

Non-Tenure Track Faculty

~~The maximum teaching load for non-tenure track faculty is 18 credit hours or equivalent contact hours as defined by the college workload committee. Teaching faculty assigned to teach college writing and introductory language courses may be assigned four courses (12 credit hours) per semester with only one preparation per semester, a maximum of 19 students per section, and courses and related activities scheduled not more than four days per week, in accordance with Article II.A.1.(b).~~

~~All provisions of this Article not consistent with the above terms shall be considered null and void.~~

A. Faculty Service Requirements: General Provisions

1. Academic Year

The Academic Year shall comprise the weeks between the period bounded by September 1 and May 31 when classes and final examinations are scheduled. Its specific delineation shall be made on an academic calendar prepared in a manner and reflecting a general overall configuration that accords with established practice. The normal week shall be Monday through Friday, during which time faculty shall fulfill their responsibilities to the University consistent with the provisions of this Agreement. Faculty may teach or give final exams as part of their regular workload outside normal established working days and hours only with the explicit agreement of the MSP. The MSP recognizes the need to preserve the academic flexibility and viability of programs. Accordingly, such agreement shall not be withheld unreasonably, and when such administrative request is made in writing with reasons provided, written reasons for such denial shall be provided by the MSP to the University Administration.

2. Full-Time Obligation of Faculty Members

Appointment on a full-time basis obligates the faculty member to render full-time services to the University throughout the official academic year. Accordingly, faculty members shall not hold other full-time employment during the official academic year.

3. Management Prerogatives

a. Nonacademic Year Activities

It is understood that nothing in the above shall prevent the University from scheduling meetings, commencement ceremonies, registrations, or other academic events at other reasonable times - including the one-week period prior to each semester. It is further agreed that faculty may have a moral obligation reflected in traditional concepts of academic professionalism to attend or participate in most ~~of~~ such events or activities, and the MSP agrees to cooperate in encouraging such participation.

b. Permissible Extra Compensation

Except where specifically prohibited or regulated elsewhere in this Agreement, it shall be permissible for the University to contract with individual faculty and professional librarians to perform specific work activity outside of the scope of this Agreement as to type of work or amount of work permitted, or outside the instructional period which is provided for by the academic calendar, or beyond established practice as to normal day and hour parameters, and to pay supplementary compensation and/or mileage for any such activity. Amounts of contracts with one individual shall not exceed 20% of base salary in a twelve month period without the explicit consent of the Chancellor of the University. All work exceeding \$5,000 shall be preceded by internal notice to the relevant faculty or professional librarian permitting open applications (with notice once every three years for ongoing work needs), but no grievance rights of any kind shall apply to this requirement.

c. Securing Commitment to Graduate Programs

Where student demand for some University graduate programs requires the scheduling of such courses beyond normal time parameters, individual faculty may commit to the teaching of such courses and the University may enforce such commitment as a last and necessary resort on a reasonable and equitable basis, where such commitment has been or currently is a part of the understanding surrounding the hiring of an individual faculty member; and, as a last and necessary resort on a reasonable and equitable basis, for a three year period where it is required and made as part of a particular successful application for University Scholar/Professor Status, or where it is made part of permissible College scheduling devices which may be negotiated under the provisions of this Agreement.

To avoid misunderstandings, the parties recommend that any such commitment be reflected in writing in applications, individual hiring contracts, individual academic plans, College or Departmental guidelines, letters of understanding, etc., as may be appropriate.

The overall teaching schedules of such individuals shall be formulated to minimize unusual burdens to the maximum practicable extent.

d. Voluntary Teaching Outside of Regular Day, Hour, and Semester Limits

It is jointly agreed for the life of this Agreement that College Deans and individual bargaining unit faculty may enter into mutually agreeable, voluntary arrangements to teach outside of regular, established hour and day limits as part of basic university teaching obligations and workloads, provided that such arrangements do not conflict with this Agreement ~~or valid College Workload~~

~~Implementation Guidelines~~. These arrangements may include substituting proportional teaching during the summer terms for either Fall or Spring semesters with the approval of the ~~Provost~~~~Chaneel~~or of the University and notice to the MSP.

B. Faculty Rights and Privileges

1. Assigned and Self-Directed Work

During the academic year, a faculty member's responsibilities shall consist of both institutionally assigned activities ~~and AND~~ self-directed professional work. The former shall be conducted at times and places as may be required by the University (cf. A.1. above) and includes classroom teaching, office hours, advising, and other matters that may be required by the University under established practice in some colleges. The latter includes matters such as class preparation, keeping current with one's academic discipline, scholarly research and related activity, community service connected with one's professional area, and consulting.

2. Self-Directed Work Off-Campus

Subject to overriding institutional needs, every faculty member shall be provided an opportunity for off-campus self-directed professional activity at least one day each week. (Where this self-directed professional activity is conducted for remuneration, it is subject to the provisions of 3. below.) The invocation of overriding institutional needs may not be unreasonable, and written reasons for such invocation must be provided to the faculty member affected and to the MSP in each instance. The University shall, to the extent

compatible with its other obligations and objectives, permit t h e scheduling of faculty assignments so as to maximize meaningful opportunities for self-directed activity.

3. Consulting and Funded Research

University facilities may be utilized by faculty to engage in consulting and funded research and publication activities when these activities are conducted for professional purposes which that accrue to the benefit of the University. Faculty members may not utilize university facilities for the purpose of conducting anything other than university related business. Subject to the approval of their College Dean, a faculty member may spend an average of one day per week during periods when classes are in session in on- or off-campus professional activity involving professional consulting, funded research or the like. Such approval shall not be unreasonably withheld. (It is understood that this entitlement and the entitlement mentioned in B., 2, above are not cumulative).

4. Continuing Education GPS

a. Academic Courses

Resident Unit members are entitled to teach one course per semester during the academic year in GPS Continuing Education programs without restriction as to notice to or requirement of special approval by the Department Chair, as such faculty members may successfully obtain such teaching. In a given academic year, resident unit members also may be permitted to teach a third course in GPS Continuing Education at the University of Massachusetts Lowell, subject to the approval of their Department Chair with notice to the College Dean, and may be permitted to teach a fourth course, subject to the approval of the Dean of the College and the Provost, but no more than two courses shall be taught per semester.

Teaching of GPS Continuing Education courses at the University of Massachusetts Lowell is subject to the needs of GPS University Continuing Education programs, the best interests of the University, and the qualifications of the individual unit member; but within these considerations, resident unit members shall receive staffing preference over nonresident instructional personnel in making teaching assignments for available University Continuing Education GPS courses for which they are qualified.

The University recognizes the obligation to periodically review and adjust the pay rates for full-time unit members who teach in GPS Continuing Education. The stipend for a three-credit

Undergraduate course is \$7,877 effective July 1, 2018 and shall increase to \$7,995 effective July 1, 2019. The rate for a three-credit Graduate Course is \$9,003 effective July 1, 2018 and shall increase to \$9,138 effective July 1, 2019.

b. ~~Continuing Education GPS~~ Advisory Committee

The Office of Academic Affairs, together with the MSP President, shall name a ~~GPS~~~~Continuing Education~~ Advisory Committee with which the Dean of ~~Graduate Online and Professional Studies~~ ~~Continuing Education~~ shall consult as to the development of and prior to the discontinuance of established courses and programs of instruction, and as to the development of workshops, institutes, and other such programs in conjunction with resident faculty. The provisions of this paragraph shall in no manner restrict management rights. The GPS Advisory Committee shall meet at least once per academic year.

~~The Continuing Education Advisory Committee shall be convened as soon as possible.~~

c. Workshops and Similar Programs

The participation in and remuneration from such ~~continuing education~~ ~~GPS~~ programs shall be individually negotiated, shall be extra-contractual, and permissible within established day and time parameters of ~~continuing education GPS~~ programs, and such activity shall be subject only to reasonable restrictions designed to prevent interference with fulfillment of basic professional responsibilities, or compliance with accreditation rules, or the like. The University agrees that its priority shall be the development in conjunction with resident unit members of projects that are mutually rewarding for the University, the unit members, and the community.

C. Faculty Responsibilities

1. Academic Commitments

It is recognized by the parties that faculty members have an obligation to meet classroom commitments on time and in assigned locations⁸, to assume committee assignments, to attend required meetings of an academic nature at the departmental, college, and university levels, to engage in scholarship, and to know and to follow such rules and regulations as are, from time to time, promulgated to the faculty by the Board of Trustees in accordance with academic governance procedures that do not involve consequential changes in the terms and conditions of faculty employment. Faculty, including Department Chairs, may be required to perform work related to their primary academic function but may not be required to perform professionally inappropriate out-of-unit work as reasonably understood.

2. Student Advising and Office Hours:

It is acknowledged that faculty members have a duty to advise students concerning their academic programs and professional careers and to be available to students enrolled in their courses at times other than scheduled class meetings. Faculty members shall maintain three office hours per week on at least two different days during periods in which classes are scheduled and maintain a minimum of five office hours per week on three days during an aggregate period of three weeks which the Office of Academic Affairs may designate during the academic semester for the purpose of strengthening pre- registration advising, provided that such three week period may not coincide with the first two weeks of classes, or the last week of classes or the period of peak mid- term exam activity.

The scheduling of office hours is to be made in consultation with the Department Chair, who shall ensure that University policies concerning student advisement are satisfied by the proposed schedules. Approved schedules of office hours for each department member shall be published for the information of students, faculty, and Administration.

Additionally, the schedule of office hours for each faculty member shall be posted in such a manner as may be easily observed by students.

It is understood that after consultation with affected Chairs, the College Dean in a timely way may assign a Department a supplementary obligation for advising non majors when such assignments are reasonable, academically sound, and advance equity among unit members. When a Chair does not implement such advising assignments within a reasonable period of time, the College Dean may make such assignments in a reasonable manner.

The Office of Academic Affairs shall oversee and coordinate the administration of all registration activity impacting upon the unit and shall ensure full compliance with contractual requirements. The Registrar shall make send the class schedule book for the coming semester available through the campus mail in timely fashion to each faculty member no later than one week before the extended advising period begins (sending at least two copies to each Department Chair) to facilitate faculty advising.

⁸ *It is understood that at certain times classes and laboratories may be held at locations other than those assigned in order to make use of various desirable facilities in a manner consistent with established practice.*

3. Registration, Admissions, Transfers, and Orientation Work Outside of the Academic Year

After consultation with Department Chairs, College Deans, and other University administrators may contract with willing college faculty to provide support for student recruitment, advisement, registration, and other activities outside of the official academic year. On an as-needed and voluntary basis, faculty may agree to work outside of the contracted period in such areas as noted above and will be compensated at a rate of \$425 per day.

For up to three days during the month of June, and up to two days during the week immediately prior to the start of each semester (fall and spring), for five hours between 9 a.m. and 5 p.m., Department Chairs can be required to so contract, or in their discretion, to require a member or members of their department to so contract at a rate of no less than \$425 a day, such rate having become effective on July 1, 2018; provided that, a memorandum giving explicit notice of the dates of such June activity and late summer activity shall be given to Chairs on or about the previous April 1 and notice of the dates for January activity shall be sent to individual Chairs on or about the previous November 1; and provided further that the designation of unit members by Department Chairs in such instances in any given year shall work no unusual burdens. Upon receipt of memoranda concerning dates for registration, Chairs shall notify with reasonable promptness the College Dean or other designated registration officer of the names of faculty members who shall perform the contracted work in question. With the approval of the Office of Academic Affairs, additional such registration, admissions, transfers, orientation, and related work outside of the academic year may be arranged for particular individuals on a voluntary basis subject to the requirements of A.,3.,b. above.

D. Course Assignments and Schedules: General Provisions

1. Schedules and Workloads

a. In General

The courses of the University shall be scheduled Monday through Friday, except that the University's final examinations may be scheduled Monday through Saturday. Workloads for faculty members shall be assigned each semester at the department level by the Department Chair acting in consultation with appropriate members and committees of the department and shall be subject to the approval of the College Dean.

b. Departmental Actions Not To Be Altered

Faculty assignments made at the department level, course enrollment

maximums, and other customary related departmental scheduling actions shall not be altered by any University official except the College Dean or, in unusual cases, the Provost, and ~~then in either case~~ only for good reasons given in writing to the Chair and ~~the~~ Faculty member.

c. Departmental Scheduling Considerations

Course assignments and course schedules shall be determined within the department, with due consideration of the following in reasonable perspective: seniority (most particularly in specialty courses), qualification, skill and ability of instructional personnel, equity, hardship, and the overall academic needs of the Department.

d. Maintenance of Scheduling Matrix

Faculty workloads shall be assigned in a manner compatible with the established overall scheduling matrix for the University and for the college and program involved, and no significant or consequential change in that scheduling matrix may be made without prior consultation with the MSP. It is understood that the University may make normal and appropriate changes in physical conditions or technical and administrative processes, but that such changes may not subvert the established overall scheduling matrix or other arrangements secured by this Agreement. Scheduling deadlines established by the Registrar for departments, and their associated procedures, may not be changed consequentially without prior consultation with the MSP. Faculty assignments will not be altered without individual faculty consent after six (6) weeks before the start of the next semester except for reasons that justify the major disturbance of the faculty members' preparation efforts. Assignment shall not be altered after three (3) weeks before the start of the semester except in cases of enforceable and demonstrable emergency.

2. Graduate Teaching Assistants, Graduate Research Assistants, and Student Assistants

The University recognizes that enrollment patterns have and will likely continue to undergo substantial changes. In order to help offset the unevenness that these shifts have caused and could continue to cause in the workload distribution among colleges, the University agrees to continue to review the distribution of Teaching Assistants and Student Assistants among the colleges and to redistribute and/or increase the number of Teaching Assistants and/or Student Assistants within resources available for this purpose. Specific attention will be paid to increasing the number of Teaching Assistantships assigned to a college which has experienced, or is projected to experience, a substantial increase of FTE students enrolled in college courses,

especially college laboratory courses.

Graduate Teaching Assistants and Graduate Research Assistants are provided University grants primarily in recognition of scholarship achievement and are assigned to faculty members to assist in research, instruction, and other professional duties. Within the availability of appropriations for this purpose, the University shall make every reasonable effort to assign Graduate Teaching Assistants to regular faculty members within the college in which the graduate student is enrolled.

The allocation of Graduate and Undergraduate Student Assistants within a department will be determined by the Department Chair in consultation with all faculty members who express a need for Assistants. The allocation of graduate and undergraduate student assistants among departments within a college will be determined by the College Dean in consultation with the Department Chairs after the needs of each department have been evaluated. Allocation of Graduate Assistant positions among colleges shall be made by the Provost, after consultation with the College Deans and with the Dean of the Graduate School, with priority given to those colleges and departments demonstrating the greatest ongoing need for such assistance in order to carry out their academic programs, provided that some supplemental allocation may be made to encourage University affirmative action objectives. Such Graduate Assistants shall be limited to those departments which that have graduate programs.

Undergraduate Assistant positions shall be assigned on the same basis as Graduate Assistant positions, except that there shall be flexibility in assigning undergraduates to faculty members in departments other than that of the student's major when mutually agreeable to the faculty member and student involved. It is understood that Undergraduate Student Assistants may not be utilized to teach or to make evaluative judgments about student course work; and it is further understood that they may perform clerical tasks, filing and errands in connection with examinations, grade records, and other sensitive material only under close supervision and on the personal responsibility of the supervising faculty member, and that in no case may such students deal with such material that affects them personally.

If possible, the University agrees to make available to each college a separate funding line to permit the hiring of graduate and undergraduate student assistants for clerical, errand, and other suitable miscellaneous purposes related to teaching, research and office assistance, etc., such funding to be distributed to the colleges in a ratio of at least one assistant for every twenty faculty each semester. This funding shall be supplemental to work study funding or to regular 03 instructional funding, which also may be used for the purpose of hiring student assistants.

E. Teaching Load for Full-Time Faculty

It is recognized by the Parties that the desirable teaching load for the full-time faculty of the University as a whole is commensurate with a 15 to 1 ratio of full-time equivalent students to a full-time equivalent faculty.

All full-time equivalent student to full-time equivalent faculty Unit Ratios shall be suspended for the duration of this contract.

1. Designation of "Full-Time, Equivalent Student" Enrollment

The full-time equivalent student enrollment is defined as the sum of all undergraduate credits earned per academic year and divided by 30, plus the sum of all graduate credits earned per academic year and divided by 24.

2. Designation of "Full-Time, Equivalent Faculty

In any college, the number of full-time equivalent faculty is defined as the sum of all full-time faculty positions in the percentages which such positions are allocated to that college, including department chairpersons, plus the sum of all full-time equivalent undergraduate and graduate students receiving instruction from part-time faculty per academic year, and divided by the appropriate college ratio.

3. Instructional Differentials

In determining the ratio of full-time equivalent students to faculty for each of the colleges of the University, the parties acknowledge the necessity for establishing basic instructional differentials and for providing faculty research opportunities. Accordingly, the following basic instructional differentials among disciplinary areas are acknowledged: usually low ratios of students to instructors in hospital supervision of nursing students, on-site supervision of student teacher and medical technicians, instruction in applied music, and laboratory instruction involving complex and hazardous equipment; the mix of lecture courses and laboratory or studio instruction; the mix of small and large classes; and the mix of graduate and undergraduate instruction.

F. College Teaching Loads

1. College Ratios

In order to account for the instructional differentials which exist among the disciplinary areas and to provide equitable opportunities for institutional research in all colleges, it is recognized that the teaching load in each college is commensurate with the following unit ratios of full-time equivalent students to full-time equivalent faculty.

College	Unit Ratios
Education	16/1
Engineering	13/1
Health and Environment	12/1
Fine Arts, Humanities & Social Sciences	17/1
Management Science	16/1
Music	13/1
Sciences	14/1
University Ratio	15/1

All full-time equivalent student to full-time equivalent faculty Unit Ratios shall be suspended for the duration of this contract.

It is also recognized that in the School of Health and Environment the following program ratios are professionally desirable, and within the established college ratio, shall be implemented:

Program	Unit Ratios
Clinical Laboratory Sciences	14/1
Community Health and Sustainability	16/1
Nursing	8/1
Physical Therapy	14/1

All full-time equivalent student to full-time equivalent faculty Unit Ratios shall be suspended for the duration of this contract.

2. Ratio Override

Because of yearly fluctuations in enrollments, the number of full-time faculty, and the funds available for part-time faculty, the unit college ratios may be exceeded in a given year by up to 10%.

3. Full-Time Faculty Entitlement

Full-time faculty, taken as a whole within each college, shall not teach over the ratio established for that college and the burden of the override, if imposed, shall be born by part-time faculty. This provision shall not apply in circumstances of extreme financial exigency.

4. Calculation of Enrollment

Calculation of enrollment shall reflect the number of students enrolled in

courses after the end of the drop/add period at the beginning of each semester.

5. Workload information

No later than forty-five (45) calendar days into each fall and spring semester the Office of the Provost shall inform the MSP of current student enrollment, faculty resources, and the prevailing instructional ratios for each college.

G. Individual Teaching Loads: ~~Parameters set by this Agreement~~

1. Assignment

Assignment for individual teaching loads shall be made by the Department Chair in consultation with ~~members of~~ the Department Personnel Committee and ~~appropriate faculty committees and~~ subject to the approval of the College Dean. Should the Dean not approve the assignment, the Dean shall provide their written decision to the Chair and affected faculty member. The Dean shall not unreasonably deny the assignment of the Chair.

a. In General

Individual teaching loads, ~~except for those of Department Chairs, coordinators, or others receiving administrative duty reductions as specified in Article XVII~~ must fall on or between the specified minimum and maximum levels below. In making assignments for teaching loads, the departmental and college committees (when applicable), the Department Chair, and the College Dean shall comply with the provisions of this agreement, ~~and either established collegially formulated guidelines or the guidelines negotiated by the Dean and unit team through the vehicle of the College Workload Implementation Committee (as provided for in this Article below), if any, for distribution of responsibilities to departments, internal allocation of college 03 funds, and the pattern of distribution of workloads for full time college faculty, and related matters not in conflict with this Agreement.~~

b. Considerations

In the process of assigning individual workloads, the ~~the department Personnel Committee at and college committees (when applicable)~~, the Department Chair, and the College Dean will consider the nature of the sections to be taught; the size of the sections; the number of course preparations; the consequences, if any, of unusually advanced graduate or difficult teaching duties; other assigned duties of the faculty member; the academic role of the individual department and the institutional research plans of the individual faculty member.

In the event that a course's number of contact hours deviates from its associated course credit hours, the Department Personnel Committee will recommend whether an adjustment of student credit hour calculations, workload, and/or compensation is warranted for approval by the Dean. Note that the adjustments will consider all utilized resources, including the participation of teaching assistants, technicians, staff and/or other personnel. Final decisions will be shared with the Department Chair, Department Personnel Committee, and the affected faculty member.

c. Basic Teaching Load ~~for Research Faculty~~

A basic teaching load pursuant to the terms of this Agreement ~~is defined as of not more than~~

~~1248 credit hours per year for all tenured faculty members shall be granted to all faculty members who are engaged in active research and service and 18 credit hours per year for all teaching- or clinical-track faculty members who are engaged in service or publication.~~ It shall be the objective of the scheduling process that such faculty taken as a group in each college should teach at a ratio not exceeding an average of 15 to 1, and that the amount of credit hours and/or student credit hours taught by such faculty as a group should be less than that which should be assigned to faculty as a group not pursuing research. ~~The workload implementation guidelines or collegial processes of each college should include a process for determining which faculty are engaged in active research or publication.~~

Pre-tenured faculty will have their basic teaching load reduced by 6 courses (18 credits) in their first four years of service as a full-time member of the University.

A typical structure for this release is that the basic teaching load is 6 credit hours per year in the first two years as a full-time member of the University, 9 credit hours per year for the next two years, and 12 credit hours per year thereafter.

With Department Chair approval and notice to the Dean, faculty may alter the structure of the release schedule in the first four years with no more than one semester of no teaching. The proposed structure must adhere to the requirement of six total course releases. Pre-tenure faculty in their first four years are not subject to course minima or student credit hour minima as described in this agreement.

The pre-tenure reduction shall not restrict their right to receive a course reduction through research productivity after their second year as described in Article XVI or for any other course reduction granted by other provisions in this agreement.

2. Minimum Teaching Load

The teaching load assignment for each individual faculty member will consist of at least three ~~crediteontact~~ hours per semester (exclusive of thesis supervision) and at least 200 student credit hours per academic year (including thesis and dissertation supervision credit hours). For each course buyout and reduction for Research Productivity, the minimum number of student credit hours per academic year (including thesis and dissertation supervision credit hours⁹) is reduced by 50 student credit hours. Faculty whose teaching load assignments fail to meet this minimum may have their assignments altered. No such alteration, however, may change the faculty member's course load without their consent, or direction of graduate thesis or equivalent combination⁹ during each semester.

The Provost, with the recommendation from the College Dean, may waive this minimum ~~at in~~ their discretion. No grievance rights of any sort shall attach to their failure to agree to such waiver; however no such waiver may be granted by the Provost ~~him~~ where the University has failed to meet other contractual objectives due to an insufficiency of resources.

3. Maximum Teaching Load

~~Except as provided in Part 1 of this Article an individual faculty member will not be required to teach more than nine (9) contact hours per semester unless the first nine (9) contact hours assigned to the faculty member generate less than the minimum required 200 student credit hours for the academic year, in which case additional hours will be assigned until they achieve either two hundred (200) student credit hours per academic year or twenty (20) contact hours per semester. Except as provided immediately above and except for instructors who may be assigned a basic 24 credit hour load, no faculty member shall be assigned a teaching load that exceeds eighteen (18) credit hours or twenty four (24) contact hours per academic year and, whenever possible, the basic teaching load for faculty engaged in active research and publication shall not exceed 15 credit hours. The Provost may properly authorize minor variations in the maximum contact hours for Nursing faculty engaged in direct clinical supervision off campus.~~

⁹ For a master's as well as a doctoral thesis, each three (3) student credit hours will have the weight of one (1) FTE for both the faculty member and the department. This provision is not intended to and shall not override the minimum teaching requirement as specified by the contract. Furthermore, this provision is not intended nor shall it change any contractual rights provided herein. Thus, this formula is for the exclusive purpose of recognizing the workload necessary to supervise master's and doctoral thesis

4. Teaching Loads Between Minimum and Maximum

~~Individual teaching loads may vary between the minimum and maximum levels as identified above. The individual loads shall be assigned by implementing the supplemental guidelines developed by the College, either through established collegial processes or by the College Workload Implementation Committee as provided for in this Article below.~~

This basic teaching load may be altered according to the conditions set forth in the following sections:

H. Reduction in Teaching Load through Research Productivity Institutional Research and Reduced Teaching Load

Faculty who perform service and meet at least one of the following criteria will have their Basic Teaching Load reduced by 3 credit hours.

Faculty who average at least 1.5 times the average of external research expenditures in their college over three years. The average external research expenditures in the college will be computed annually (each spring) by dividing the total research expenditures in the college of tenured and tenure-track faculty, as defined by the Office of Sponsored Programs, for the previous fiscal year divided by the number of tenured and tenure-track faculty in the college as of September 1 of that same fiscal year.

Faculty who publish in a peer-reviewed journal that is included in UT Dallas Top 24 in the past year. A significant component of the work must be completed while a full-time member of the faculty and the paper must indicate UMass Lowell as the institutional affiliation. No more than two faculty members (co-authors) are eligible for the reduction for the same paper.

Faculty who publish two or more single-authored books over the last four years through a reputable publisher. The books must indicate UMass Lowell as the institutional affiliation.

Faculty who graduate two or more Ph.D. and/or Sc.D. students over the last three years. Dissertation co-chairs each receive credit for 0.5 students.

Faculty with exceptional quality of publications, research output, and/or creative work in the past year not captured in the above criteria.

5. In General

~~The Parties acknowledge that institutional research is an essential part of faculty development and is necessary for the long term viability of the University. A reduced teaching load can substantially enhance the~~

~~institutional research productivity of an individual faculty member. Each of the colleges of the University should have an equitable opportunity for providing reduced teaching load to the faculty for the purpose of enhancing and improving their institutional research productivity.~~

~~Additional Reduced Teaching Loads~~

Faculty may achieve additional reduced teaching loads below the level set forth above in the following ways:

a. Departments & Colleges

Departments and colleges, with the approval of the Dean, may grant additional reduced teaching loads for research through fair, reasonable, academically sound internal allocation of instructional obligations.

Departments and colleges, with the approval of the Dean, also may reduce numbers of course assignments in exchange for teaching larger numbers of students, may adjust numbers and kinds of course preparations or may make other creative, equitable, and academically sound workload adjustments within the terms of this Agreement.

b. Colleges

~~Colleges may grant additional reduced teaching loads for research by "subsidizing" the reduction or otherwise adjusting a Department's instructional obligations. [In recognition of the priority which the University has placed upon the development of quality graduate programs, colleges are encouraged to grant reduced course loads for those faculty whose extensive research activity is combined with active involvement in developing new doctoral programs, or in directing large numbers of doctoral students.]~~

~~College reductions below 18 credit hours per year of individual teaching loads are recommended to the College Dean in accordance with the procedures agreed upon in the college's Workload Implementation Guidelines, if any, or if there are none, by (1) a departmental committee composed of at least three elected members and (2) a college committee composed of an elected representative from each department of the college offering an academic or professional major. A faculty member seeking such reduced teaching load for a semester or year must submit a written proposal in justification of such request to departmental and college committees. Upon committee approval of a request for a reduced teaching load, the College Dean will review the recommended teaching reduction and may, for stated reasons, alter the recommended assignments after consultation with the appropriate Department Chair. The recommendations and final approval by the Dean shall be completed before the schedule is due for the semester in question. Where this is not done, the Department Chair may elect in their sole discretion to treat the reduction as occurring in the next following~~

~~semester.~~

~~The College workload committee shall establish standards by which credit for clinical supervision shall be awarded.~~

e.b. University

University Professors

The University shall appoint three (3) University Professors upon the recommendation of a committee of three (3), one designated by the MSP President, one designated by the Provost, and one designated by the two of them jointly. Such individuals shall receive special research reductions of three (3) credit hours each semester below that which they would otherwise teach under the terms of this Agreement and the University shall compensate their college by providing funds for a Visiting Lecturer or Lecturer. Appointments for University Professors shall be for a period of three (3) years. In exceptional circumstances, such appointments may be renewed for one additional three (3) year period, but only if approved by the committee. The terms of the University Professors will be staggered so that each year one University Professor is replaced or reappointed. University Professors are exempt from the minimum teaching load provisions.

(1) University Scholars

The Provost of Academic Affairs, after consultation with the Academic Deans, may in their discretion award up to fifteen reduced loads each semester to faculty pursuing significant individual research projects, supervising highly productive doctoral research, or engaged in other research related activity of importance to the University.

Such individuals shall receive special research reductions of three (3) credit hours each semester below that which they would otherwise teach under the terms of this Agreement and the University shall compensate their college by providing funds for a Visiting Lecturer.

(2) Application Process

Application requirements for University Professors and University Scholars shall be promulgated by the Office of Academic Affairs. Decisions for appointments ~~s~~ to same shall be made and announced before the schedule is due from the Department for the semester covered by the appointment. Where this is not done, the Department Chair may elect in their sole discretion to treat the appointment as occurring in the next following semester. The judgment exercised in appointing University Professors and University Scholars is not grievable.

d.c. Reduction in Teaching Load through Course Workload Buyout

~~In order to~~ To provide additional opportunity at the University to pursue funded research and research development activity, the Parties agree to allow Unit members to buy out time during the academic year. ~~For the purpose of establishing the cost of this buyout provision, the "normal" workload is defined as nine (9) credit hours per semester. A faculty member may buy out one or more courses at a rate of one ninth (1/9) of their semi-annual salary for each credit reduction below 9 credits except that the maximum The cost of buying out a course is amount for a buyout shall be \$15,000 per course and may be paid from any active research grant or account that is not funded by annual state operating dollars. Note that buyout funds from an active grant may be charged overhead as defined by the granting agency. This calculation is to be applied each semester for which buyout is requested. The member's department will receive an allocation for one temporary Visiting Lecturer per course buyout at the current rate. [However, if the total number of buyout courses in a given program exceeds twelve (12) credits for each semester in an academic year, then the department should receive authorization to hire the equivalent of a temporary full time faculty member at a salary not to exceed the salary level of the member on buyout who has the lowest salary of all department members on buyout.]~~

This buyout provision applies only to individuals seeking additional time to pursue scholarly projects funded through the University of Massachusetts Lowell (cf. Article XX, B). ~~Any buyout must be approved by the Chair. A person working under a buyout provision is exempt from most minimum contact hour and credit hour provisions of this Agreement, provided that, a~~ A faculty member may not buy out of more than 3 below three semester credits per year without the consent of the Dean. A faculty member may not buy out of more than 6 credits per year without consent of the Provost, Chancellor of the University.

~~To further promote research, in the case of small grants and for periods of one or two semesters in areas and situations where expectations of large grants are unreasonable, the Provost may, with the positive recommendation of the Department and the College Dean, permit buyout of one course at the Visiting Lecturer rate.~~

6.2. Research Reductions Implemented

Reduced loads granted faculty under contractual provisions dealing with reduced loads must be real and must result in such faculty teaching fewer courses with fewer student credit hours. But in all such cases, Departments may select the courses to be eliminated with regard to the overall needs and best interests of the program(s).

Increase in Teaching Load

Evidence of research and service activity must be documented through the submission of Annual Faculty Report Personnel Form #16A by January 31 of each year. Any faculty member not submitting an Annual Faculty Report Personnel Form #16A by January 31 of each year shall have their basic teaching load increased by 6 credits per year and their performance deemed to be “unsatisfactory” with respect to any salary increase.

A tenured or tenure-track faculty member not pursuing scholarly or creative work commensurate with an R1 institution shall have their basic teaching load increased by 3 credit hours per year. The Department Personnel Committee (including the Chair) shall review the Annual Faculty Report Personnel Form #16A submitted by each faculty member and recommend to the Dean whether the scholarly or creative work is sufficient. The Dean shall make the final determination. A faculty member may appeal the Dean’s determination to the Provost. Such determinations shall not be subject to the grievance and arbitration process under this agreement, except for procedural reasons as provided for in this article (i.e. through Step 2).

H. College Workload Implementation Discussions: "Mini-Bargaining" for Supplemental Workload Guidelines

The University wide bargaining teams, having established broad parameters for faculty workload, hereby provide that as to properly bargain workload matters within and consistent with those parameters, in any college where either the Dean or the MSP so wish as frequently as once during each contractual period, the Provost shall convene the college workload implementation committee. The Dean on behalf of the University Administration and a group of Unit members on behalf of the MSP shall meet as the "College Workload Implementation Committee" for the purpose of negotiating and establishing supplemental College Workload Guidelines in accordance with the procedures and restrictions that follow, which negotiated guidelines shall have contractual force.

1. Membership of Committee

Each College Workload Implementation Committee shall consist of the College Dean (and if the Dean so desires, the Assistant Dean, Associate Dean, or Vice Dean, where applicable) as an "administration team" and a "Unit team" described below.

The Unit team in the college shall be appointed by the MSP bargaining team provided however, that the membership of the Unit team shall include all Department Chairs in the college. So as to provide a committee reflective of the ranks among tenure system and teaching and clinical faculty, the number of additional non-chair MSP representatives may be equal to up to

~~the number of chairs on the committee, of which one may be from outside the college. In the College of Education, the Chair of the Education faculty shall be one of the three Unit members on the Unit team.~~

2. Duties of Committee

~~The Committee shall meet for the purpose of determining general guidelines for the approximate distribution of departmental responsibilities, the approximate pattern or distribution of individual workloads (not specific, individual assignments), and criteria for same; formulating a process for determining which faculty are engaged in an ongoing program of active research or publication; and resolving other reasonably related matters not in conflict with the provisions of this Agreement.~~

3. College Workload Guidelines

~~The committee shall formulate the guidelines in such a way that the college can properly staff all courses (those required to service the demands of majors within the college as well as all other University students, undergraduate and graduate) within the number of full time positions and part time positions allocated to the college by the Provost. This allocation shall be such as to fulfill specific contractual distribution requirements, the full time faculty ratio limits, the research faculty ratio limits, and the overall college ratio limits; and to provide a reasonable number of supplemental research reductions in colleges throughout the University.~~

~~In developing the guidelines, each Workload Implementation Committee Team shall consider the amount of the total college workload that will have to be carried by each department in the college; the approximate pattern or distribution of workloads including criteria and processes for allocating reduced workloads of all sorts¹⁰, including the number of research or administrative duty reductions, except where otherwise controlled by this Agreement; reasons and priorities (in terms of intended overall college purposes, not by individuals) for loads less than twenty one (21) credit hours per academic year; the distribution of class sizes within the colleges taking into account the possible need for small as well as large classes¹¹ and the soundness of the academic impact of the proposed distribution; and other workload matters that may be appropriate for resolution at the college level.~~

4. Development of Guidelines

~~Whenever it is available, upon request, the Provost shall send to each College Workload Implementation Committee a best estimate of the FTE's that the college will have to serve in the coming academic year; a best estimate of the amount of part time instructional resources that will be allocated to each college for the coming year; the number of people who will be on leave~~

~~(sabbatical or other) or on split time for the coming year; and the number of temporary full time faculty who can be hired to replace such Unit members (as accurately as can be stated on April 1st) that will be assigned to each department for the coming academic year; and a reminder of any pertinent matters relating to accreditation, advanced graduate or other new program development, or other academic matters relevant to the Committee's deliberations.~~

~~If after a reasonable period of time the two team components of the Implementation Committee cannot reach agreement, each side shall submit its "Last Best Proposal" to the Provost who, within one month, shall make final one of the two sets of proposed guidelines. Except as hereafter provided, the decision by the Provost shall be final and shall not be subject to the grievance procedure of Article VIII of this Agreement.~~

~~No individual may file a grievance relative to the two sets of guidelines. However, the Official Designee of the MSP may file a grievance on behalf of a department or college when the final guidelines rendered by the Provost constitute what the MSP believes to be an unacceptably dramatic departure from the previous pattern of distribution of departmental obligations or of "03" funds allocated to departments or to the college, or the pattern of distribution of workloads assigned within a given college to full time members. Such a grievance shall be resolved by one of the two procedures specified below and shall proceed no further.~~

¹⁰ The test for such reductions provided for research or for the activities of Chairs, Coordinators, etc. is that the work involved in the activity for which the reduction is granted must be demonstrably proportionate to the reduction.

¹¹ Should a College Workload Implementation Committee believe that a physical change in classroom arrangement(s) could be of significant help they may and should request that the Provost's office consider the needed changes for a future date.

- a. Return the guidelines to the University wide bargaining table with the University and MSP Bargaining Teams;*
- b. Return the guidelines to an arbitration team especially constituted for this purpose, the membership of which is mutually agreed upon by the MSP Official Designee and the Provost. (Appendix A-12 processes may be used.)*

~~The use of either of these alternative procedures shall not delay the implementation of the Provost's set of guidelines in the interim if that~~

~~implementation is necessary, in their opinion, to make workload assignments in time to assure the start of classes in the next semester.~~

~~No guidelines are valid with contractual force until a copy is provided to the MSP Official Designee, the MSP Secretary, the MSP President, the Provost, and, if they are not otherwise involved as set forth above, the Provost, and reviewed for conformance with this Agreement.~~

Workload Reduction for Department Chairs and Others
(Further amend Article XVII, Section K to reflect these changes)

An individual who becomes a Chair shall have their normal workload reduced automatically by three hours per semester by virtue of the increased duties and obligations inherent in the position of Department Chair.

~~A Chair may obtain a further workload reduction from the Dean of their college and under the guidelines of the College Workload Implementation Committee (if any) if such further workload reduction is warranted by the size and complexity of the Department and its program(s).~~

~~Provided, however, the workload for a Departmental Chair shall not be reduced, due to said status, to less than three hours per semester and shall not be in excess of nine (9) hours per semester.~~

~~Provided further than the Chair's position and the teaching duties of the Chair shall be included in the determination of student credit hours and full-time equivalent student/faculty ratios.~~

~~An aggrieved Chair may appeal to the Provost on any issue relating to their reduced workload. The decision of the Provost shall be final and binding.~~

The reduction received by a Department Chair for being Chair shall not restrict their right to apply for a research reduction ~~through course buyouts or research productivity as described in according to the provisions of Article XVI.~~⁵ ~~Workload, or to utilize any other reduction that may be appropriate or available under the provisions of this Agreement.~~

~~An aggrieved Chair may appeal to the Provost on any issue relating to their reduced workload. The decision of the Provost shall be final and binding.~~

As union business reasonably requires, a workload reduction of a reduced workload of three

(3) credit hours during the academic semester 6 (six) credit hours per academic year for the MSP Treasurer and MSP Grievance Coordinator; and 9 (nine) credit hours per academic year for the MSP President or the equivalent for a librarian if applicable. ~~(irrespective of and in addition to any other reduced workload granted the individual under this Article or Article XVI) shall be granted. to the MSP President, the MSP Treasurer, and the MSP~~

Grievance Coordinator. The Vice President and Secretary shall for reasons and the same conditions described above receive a reduced workload of three (3) credit hours during the academic year. (The MSP President, Vice President, Secretary, Treasurer, and Grievance Coordinator shall be entitled to preferred scheduling flexibility to facilitate performance of their duties.) -Union officers shall not be permitted to apply a workload reduction that would reduce their total workload below 1.0 in any academic year, regardless of any other workload reductions provided for under this agreement. Any workload reduction earned for union business that cannot be applied during the academic year in which it was earned shall be banked for a future workload reduction in accordance with this section.

The University shall provide specifically identified part-time faculty, in addition to that normally provided to a department, to teach courses normally assigned to officers on released time. Departments shall continue to receive the FTE for courses assigned to part-time faculty.

Additional Reductions

It shall be permissible for coordinators of graduate and other special academic programs or other individuals performing supplemental academic administrative duties, or those taking on extraordinary-major service efforts, to be granted some workload reduction by colleges or departments in accordance with appropriate procedures (i.e., approval of the Department Chair, Dean, and Provost), and it is recommended that they do so where the reduction is demonstrably proportionate to the amount of extra work involved.

The teaching load can be similarly reduced by 3 or 6 credit hours per academic year for major service efforts, in accordance with college specific workload agreements negotiated with the Provost as defined in Article XVI.

PART II. The Workload of Librarians

A. General Provisions

The provisions of this Article shall apply to all professional librarians assigned to O'Leary and Lydon Libraries and to any branch library established in the future by the University.

B. Working Environment

1. Libraries

Libraries shall be well-lighted, maintained at reasonable temperatures, safe, sanitary and clean.

2. Office Space

Office space will be allocated by the Director of Libraries, in consultation with the Librarians. Such office space shall be suitably equipped with a desk, chair, computer, reliable Internet connection, telephone and filing cabinet for each full-time librarian.

3. Secretarial Services

Each Campus library shall have at least one full-time secretary.

4. Scope of Librarian Work

The professional librarian's workload shall encompass the following:

- a. The nature and scope of professional duties performed;
- b. The time period during which said duties are to be performed;
- c. Activities undertaken in any of all of the following areas:
 - (1) Professional activities including positions of leadership in professional or scholarly associations;
 - (2) Research, publication and creative activities; (3) Advanced graduate study; and
 - (4) Contributions to the University community.

C. Work Year

All librarians, of whatever rank, normally shall be employed to work a twelve (12) month year. Where feasible, librarians shall be permitted to elect to work a nine (9) month year, from September through May, at 9/12 (3/4) of salary and proportionate reduction in other benefits by application for such arrangement to the Director of Libraries.

D. Library Hours

The schedule of hours during which the University Libraries shall be open for use by the University community shall be established by the Chancellor or their designee after consultation with the Director of Libraries.

E. Workload

1. Assignment of Professional Duties and Responsibilities

The workload of each librarian shall consist of such duties pertaining to the

operation of the University Libraries as may from time to time be assigned by the Director of Libraries.

2. Individual Schedule

All librarians, of whatever rank, shall work in accordance with a schedule that shall be established by the Director of Libraries or their designee. In establishing said schedule, the Director of Libraries shall consider the professional expertise and scheduling preference of each librarian. Librarian schedules shall be as equitably determined as possible within the library with due consideration of the following in reasonable perspective: qualification, skill and ability of librarian personnel, equity, hardship, the overall needs of the Library, and seniority (most particularly in specialty areas).

3. Work Day

During the term of this Agreement, every Librarian shall be required to work 37-1/2 hours per week.

No librarian shall be required to work more than seven and a half (7-1/2) hours per day, exclusive of periods taken for meals.

Except in times of financial exigency, librarians with several years service shall not be assigned to hours commonly deemed inconvenient though they may arrange for such assignments with the Director on a voluntary basis. However, Librarians hired after June 1, 1984 with the explicit understanding that such work might be a part of their schedule and whose original employment contract has specific reference to such understanding may be so assigned without the requirement of financial exigency, provided that, they shall be entitled to special scheduling flexibility for the overall assignment. The Director may extend such flexibility to volunteers. Such flexible assignment shall not reduce the Librarians average 37 1/2 hour per week work obligation nor shall it diminish the accumulating or charging of sick leave, personal leave or vacation leave.

F. Research and Advanced Study

1. General Provisions

Professional research is recognized as essential to individual professional development and crucial to library growth. All professional librarians shall have equitable access to a reduced workload for the purpose of engaging in professional research, publication or professional and creative activities.

The Parties recognize the value to the University derived from advanced graduate study by professional librarians. Equitable access to reduced

workload for the purpose of advanced study shall be accorded to all professional librarians.

2. Request for Reduced Workload

Subject to overriding institutional needs, every professional librarian may request leave to conduct self-directed work activities when such activities are conducted for professional purpose to which accrue benefits to the University. Requests shall be made in writing to the Director of the Libraries, and denial may be appealed to the Provost, whose decision is final. The Library Director will report annually who has received leaves, and the reason for which each leave was given.

3. Librarian Reassignment

In order to provide additional opportunity for librarians to conduct research, to publish, and to pursue other scholarly and professional activities, the University agrees to allow the Director of Libraries to reassign individual librarians in the Unit to such activity for a period not to exceed four weeks, when classes and exams are not scheduled. These reassignments shall be made by the Director of Libraries. Approval for reassignments will not be granted if the reassignment would hamper the normal services provided by the library. It is understood that the reassigned duties will take place on campus or at a specified location(s) where appropriate material or equipment not on campus is available to the librarian.

G. Internal Titles

The internal professional titles of librarians shall not impact upon professional librarian rank as defined and controlled by this Agreement. Any disagreements regarding these internal titles shall not be subject to the grievance procedure of Article VI, but shall be resolved by the Provost or their designee.

Should the Director of Libraries declare a professional librarian vacancy to exist, they will appoint a Committee to review candidates and to make recommendations in accordance with announced procedures. The Director will then make their recommendation to the Provost who will make the final recommendation. (But this process too and any internal titles involved shall not impact upon professional librarian rank.) Any disagreements that might arise out of this process shall not be subject to the grievance procedure of Article VI, but shall be resolved by the Provost or their designee.

H. Librarian Professional Role Discussions

The MSP Librarian Representative should see to the election by all librarians of a committee of five (of which at least two shall be Associate Librarian or

Librarian) to meet periodically and informally with the Director (and other administrators, as the administration shall deem appropriate) to consider matters of professional interest. They should also undertake systematic consideration of issues of workload, staffing, career ladder, administrative duties, etc. and consider whether the long established contractual arrangements that provide a framework for library careers are still consonant with the changes in the role of the library in the University.

They shall strive to produce a joint report to inform the bargaining process for the next contract.

PART III. Special Provision

A. Indemnification of Members of the Bargaining Unit

The Parties recognize that members of the Bargaining Unit are employees of the Commonwealth for purposes of Chapter 258 of the General Laws, and should receive any protection provided therein when possible and appropriate.

B. Patent Policy

The Parties agree to the provisions of "Statement of Policies, Principles and Administrative Procedures Relating to Discoveries, Inventions, and Other Values in which the University and Unit Members may have Proprietary Interests" a copy of which is appended as Appendix A-4.

C. Office of Sponsored Programs Research Administration

The parties recognize that faculty have the status of special state employees. The parties further recognize that under the authority of the statutes which created the University and specifically created as well, the University Research Foundation (hereinafter Office of Sponsored Programs Research Administration (OSPRA)) and then authorized arrangements under which faculty might share in the proceeds of Contracts with that Foundation; and under the terms of this Agreement which has been made and ratified under the broad authority of the collective bargaining empowerment statutes and subsequent interpretive decisions; that faculty may enter into contracts with or "receive grants" through the OSPRA, share in the proceeds of OSPRA administered Grants and Contracts, prepare such grant applications on University premises and during the hours and days of the regular academic year, utilize University facilities for such purposes under established rules, attempt to arrange with appropriate University officials for use of University facilities or other University "contribution" in support of such grant or contract under established rules and procedures, and engage in other related activities guaranteed by this Agreement and by established practice. It is further agreed that the OSPRA individual faculty overhead accounts, time calculation practices and other established practices, in which research faculty have a legitimate interest and concern shall not be significantly altered by the

University without prior consultation with such faculty and the MSP.

D. Workload Grievance

It is understood and agreed by all the Parties that in the event a Unit member should believe they were aggrieved by any decision which was rendered as a requirement of this Article, such individual may use provisions of the grievance procedure, Article VI to Level II (the Chancellor), except as noted elsewhere in this Article. The decision of the Chancellor shall be final unless such decision is alleged to have been arbitrary or capricious in which case the aggrieved may appeal for remedy through submission to binding arbitration as provided in Article VI.

Where faculty are in conflict over workload issues within a Department, all of the individuals involved may utilize this process. The grievance(s) shall be heard in the first instance at the Department level and it is understood that a College Dean or the Chancellor (or their designee) shall not overrule Department workload decisions made through reasonable and proper processes except for good reasons stated in writing.

It is understood that nothing in the above shall be construed to limit the grievance rights of the MSP as defined elsewhere in this Agreement.

Whenever possible, faculty members shall be notified of their workload and schedule for the next semester at a time that which allows for discussion and review of dissatisfaction, if any, before the final course schedule is posted ~~printed and distributed~~. However, it is understood that such printing and distribution shall not reduce a member's rights under this provision.

E. Quality Rehires

If a department (or the Library) recommends that an untenured faculty member or librarian should be dismissed because of unsatisfactory performance, the administration agrees that, except when there are extraordinary fiscal conditions or demonstrably changed curricular needs, the department (or the Library) will be given a replacement position.

F. Workload Committee Study

During the term of the Agreement, the joint Workload Committee will continue its study of and make recommendations on all other issues, including workload, departmental support needs, numbers of full-time tenure track faculty, part-time faculty and the possible benefits of creating full-time nontenure track faculty positions; the parties shall mutually determine whether to implement any of the recommended changes during the term of this Agreement.

All provisions of this Article not consistent with the above terms shall be considered null and void

8. Article XVIII - Support Services and Facilities

- *Modify Article XVIII to include the following language:*

The Parties agree to establish a committee to meet during the life of the July 1, 2024 to June 30, 2027 collective bargaining agreement to discuss matters related to faculty and librarian computing needs. Topics may include, but are not limited to, the current state of the University's computer replenishment program, access to computing technology and necessary software to support teaching, research, and professional responsibilities, and the compatibility of University technology offerings with the diverse instructional and research needs across disciplines.

9. Article XIX - Salary and Other Financial Benefits

- *Modify Article XIX Section A to reflect the following:*

A) Salary Adjustments:

1. Effective January 12, 2025, members of the bargaining unit who meet the eligibility criteria for satisfactory performance shall receive a base salary increase of three and one-half percent (3.5%).
2. Effective July 13, 2025, members of the bargaining unit who meet the eligibility criteria for satisfactory performance shall receive a base salary increase of two and one quarter percent (2.25%).
3. Effective January 11, 2026, members of the bargaining unit who meet the eligibility criteria for satisfactory performance shall receive a base salary increase of two and one quarter percent (2.25%).
4. Effective July 12, 2026, members of the bargaining unit who meet the eligibility criteria for satisfactory performance shall receive a base salary increase of two and one quarter percent (2.25%).
5. Effective January 10, 2027, members of the bargaining unit who meet the eligibility criteria for satisfactory performance shall receive a base salary increase of two and one-quarter percent (2.25%).

To be eligible for any salary increase contained above, an employee must be on the payroll, including any authorized leaves of absence, on the effective date of such salary increase and either (1) on the payroll during the pay period during which such salary increase is implemented; or (2) retired, deceased, or laid off after the effective date of such salary increase. Employees who leave the university voluntarily or are discharged for cause after the effective date of the salary increase are not eligible for the increase or any retroactive pay.

Salary increase identified above for externally funded research faculty shall be subject to the availability of the funding their grant(s).

Merit Pay

Merit pay is suspended for the duration of this contract.

- *Modify Article XIX Section D to reflect the following:*

<u>Faculty Rank Minimum*</u>	Eff. <u>7/1/1426</u>
Instructor	<u>\$51,847</u> \$70,000
Assistant Professor	<u>\$59,705</u> \$75,000
Associate Professor	<u>\$69,918</u> \$85,000
Full Professor	<u>\$87,202</u> \$100,000

10. Article XX - Supplemental Benefits

- *Modify Article XX in Section A(1)(e) to reflect the following:*

~~The previously established Sick Leave Bank shall continue to be maintained for the benefit of all those Unit members who shall have chosen, pursuant to the terms of this Agreement, to be members thereof.~~

~~Effective one month from the effective date of their initial appointment, a unit member shall automatically become a member of the Sick Leave Bank and one day of their accumulated personal sick leave shall be assigned to the Bank. Unit members may choose not to participate in the Bank by completing a form for this purpose, which shall be made available in the Personnel Office.~~

~~During the term of this Agreement, a Unit member who is not a member of the Sick Leave Bank may become so by assigning to the Bank, during the month of September, one (1) day of their accumulated personal sick leave.~~

Effective September 2025, and every September thereafter, one (1) accrued sick leave day (i.e. 7.5 hours) will automatically be deducted from each faculty member's accrued sick leave balance and transferred to the established sick leave bank. Each August, a faculty member shall have the option to opt out of or to re-enter the sick leave bank by providing written notice to the Office of Human Resources of their intent to either opt out of the sick leave bank program or re-enter the sick leave bank program. Once a faculty member opts out of the program, they will not be eligible to participate in the sick leave bank program unless and until they opt into the program.

Newly appointed unit members will have one (1) accrued sick leave day deducted one month after their initial appointment and every September thereafter unless

they notify the Office of Human Resources within one (1) month of their appointment that they wish to opt out of the sick leave bank program.

No Unit member shall be entitled to become a member of the Sick Leave Bank except as herein before provided. The Vice Chancellor for Administration and Finance shall have the Director of Human Resources or other appropriate administrator maintain a Sick Leave Bank Register which shall provide a membership listing and the number of Sick Leave days accumulated in the Bank.

Five (5) days after the exhaustion of their accumulated paid leave a member of the Sick Leave Bank may draw upon the Sick Leave Bank. A Unit member drawing upon the Sick Leave Bank is entitled to accumulate personal sick leave in accordance with the provisions of the foregoing paragraph except that the amount of such sick leave shall accrue in its full amount to the Sick Leave Bank, not to the Unit member.

Bargaining unit members who are members of the sick leave bank shall be allowed to utilize the sick leave bank for a maximum of one semester, with extensions of up to two semesters after the approval of a joint Sick Leave Bank committee.

The joint Sick Leave Bank committee shall be comprised of the MSP President, a union representative designated by the MSP President, the MTA Representative, the Human Resources Representative, and the Provost's designee. - The committee shall meet at least once per year as agreed to be the members of the committee, each May, to review the Sick Leave Bank data and address any issues that arise.

If the Sick Leave Bank is projected to enter a deficit before the end of an academic year, the Sick Leave Bank Committee shall meet to discuss any potential resolution to cover anticipated leaves during that year.

If the Bank holds a surplus significantly above usage demand, the Committee may also convene to discuss possible "holidays" from faculty contributions for that academic year.

Whenever the accumulation of sick leave days in the Sick Leave Bank shall fall below fifty (50) days, the Vice Chancellor for Administration and Finance shall have the Director of Human Resources or their designee or other appropriate administrator notify the members of the Sick Leave Bank. (A copy of such information also shall be automatically transmitted to the Official Designee of the MSP.) Upon implementation and funding of this Agreement, the MSP authorizes the University to notify unit members that in order to continue to be a member of the sick leave bank they must contribute one sick leave day consistent with this Article. Any member of the Bank wishing to remain a member thereof shall, within fifteen (15) days after the giving of such notice by the Director of

~~Human Resources, assign one (1) additional day of their accumulated personal sick leave to the Bank; provided, however, that any member of the Sick Leave Bank wishing to remain a member thereof and who shall have exhausted their accumulated personal sick leave on the date of the giving of such notice, shall assign such additional day within fifteen (15) days after the date on which such member is entitled to personal sick leave; and provided further that such member shall retain all of their rights in the Bank until such period for assigning an additional day shall have expired.~~

~~The Vice Chancellor for Administration and Finance shall have the Director of Human Resources or their designee or other appropriate administrator inform each member of the collective bargaining Unit on or before September 15 of each year of the number of their accumulated sick leave days as of September 1 of that year. A copy of such information shall be transmitted to the President, at their request.~~

The University shall provide to the MSP President an annual report of the number of sick leave bank days used by each bargaining unit member during the previous year and the number of days remaining in the sick leave bank.

- *Modify Article XX in Section (A)(7)e to reflect the following:*

The University Appointing Authority shall grant vacation leave within twelve (12) months after it is credited, unless it is impossible or impracticable to do so because of work schedules or emergencies.

No member of the bargaining unit librarian shall carry more than sixty four days of vacation leave credit. Effective January 1, 2026, no bargaining unit member shall carry more than fifty-five (55) days of vacation leave credit.

Effective January 1, 2027, no bargaining unit member shall carry more than forty-six (46) days of vacation credit leave.
~~without the prior mutual agreement of the librarian and the Provost. Any librarian who has available unused vacation leave, and who, because of the provisions of this Article (Vacation), would lose such vacation leave, shall have such vacation leave converted to sick leave on the last day of the month in which such vacation leave would be lost if not taken.~~

Tenure track librarians who were members of the bargaining unit prior to July 1, 2025, shall be allowed to carry up to sixty-four (64) days of vacation leave.

- *Modify Article XX in Section L to reflect the following:*

L. Parking

Proper parking facilities within reasonable proximity of their regular work locations shall be available to the employees covered by this Agreement. Effective September 1, 2018 the annual

fee for parking in designated University lots will be \$375. Effective September 1, 2019, the annual parking fee will be \$400. Effective September 1, 2025, the annual parking fee will be \$450. Such amount shall be deducted on a pre- tax basis from the bargaining unit members' pay.

The University will distribute or make available a form which must be completed by each member of the bargaining unit authorizing the University to make a monthly deduction of the parking fee. Failure on the part of the faculty member to complete such form and/or otherwise make appropriate arrangements for such payment shall result in the loss of privilege to use designated University parking lots.

11. Agency Service Fee (Article XXVI and Appendix A-3)

- *Modify article XXVI and Appendix A-3 in the following manner:*

A. Statutorily Based Provision: Designated Agency Service Fee

Members of the bargaining unit who elect not to join or maintain membership in the Union may As a condition of employment during the term of this Agreement, every member of the Bargaining Unit who is not also a member of the Union shall pay, by payroll deduction a designated agency service fee, the Board and the Union having hereby stipulated and agreed that the sum so payable is proportionately commensurate with the cost to the Union of collective bargaining and contract administration. Such fee so required to be paid shall be payable on or before the thirtieth (30th) day next following the beginning of employment of any such Unit member, on or before the thirtieth (30th) day next following the effective date of this Agreement, whichever shall be later. The fee shall be designated as such by the payer in accordance with the established administrative and fiscal practices and requirements of the MSP/U Mass Lowell. Individuals who pay a designated agency service fee are not union members.

Any other provisions of this Agreement to the contrary notwithstanding, every Unit member who shall have failed to fulfill the condition of employment as is herein prescribed shall be subject to immediate dismissal and shall be so dismissed by the Board; provided, however, that such dismissal shall be effected by notice promptly issued by the Board or its designee to such Unit member after the MSP/U Mass Lowell shall have notified the Chancellor that such Unit member has not fulfilled the condition herein prescribed. The said notice shall be sent by registered mail, return receipt requested, and shall give such Unit member fourteen (14) days from the date of its receipt to fulfill the said condition. Within the said fourteen (14) days, the Board or its designee shall grant such Unit member such opportunity to respond to the said notice as the Board may from time to time prescribe for the purposes of this provision.

Whenever such Unit member shall not have fulfilled the condition herein prescribed within the said fourteen (14) days, the Board shall act to dismiss such individual at the meeting next following the expiration of the said fourteen (14) days; provided, however, that the Board need not so act if such Unit member fulfills the said condition prior to the date of such meeting. (cf Appendix A-3)

- B. All dues and fees shall be by payroll deduction
- C. 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 Employer/University Administration and shall bear the signature of the bargaining unit member. A bargaining unit member may withdraw their authorization by giving at least sixty (60) day's notice in writing to their campus personnel office. The Employer/University 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 Employer/University 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 Employer/University Administration, for the faithful performance of their duties in a sum and with such surety or securities as are satisfactory to the Employer/University Administration harmless from any and all claims, demands, liability, cost or damages arising from or related to this Article. An amount equal to one-tenth (1/10) of the annual dues certified by the VOTE treasurer shall be deducted monthly from September through June from the pay of bargaining unit members who have consented to said deductions as provided above.

APPENDIX A-3

ADDENDUM IN PARTIAL SETTLEMENT OF THE STATUTORY BASED CONTRACTUAL AGENCY FEE OBLIGATION

- *Delete Appendix in its entirety*

12. Phased Retirement Program

- *Add new Appendix as follows*

University of Massachusetts Lowell
Phased Retirement Program
for MSP Faculty and Librarians

I. **ELIGIBILITY**

Eligibility for this Program is limited to:

- a. Full-time active members of the UMass Lowell Faculty and Librarians bargaining unit ("Members") or those Members who are on an approved leave of absence with or without pay from the University; and
- b. Members who have completed ten (10) or more years of creditable service with the Massachusetts State Employee Retirement System ("MSERS") or in the Optional Retirement Program ("ORP"); and

- c. Members who timely file the attached written Application to participate in this Program in accordance with the provisions outlined below.

II. APPLICATION AND PARTICIPATION PROCESS

To participate in this Program, eligible Members must submit the Phased Retirement/Separation Incentive Application Form (“Form”) with notice of intent to separate or retire no later than August 31 of any year, with the separation at the conclusion of an academic semester no later than three years from the application date.

III. PROVISIONS OF THIS PROGRAM

- a. A Member’s phased retirement will be over a period not to exceed three years with a retirement date at the conclusion of an academic semester no later than three years from the application date.
- b. Participation in this Program will be considered notice of resignation pursuant to Article XX, section J (Sick-Leave Buyout) of the collective bargaining agreement between the MSP and the University.
- c. Program participants will receive a reduction in their FTE and salary from 1.0 FTE at 100% salary to .5 FTE (50% reduction in salary) while remaining an active/benefited employee.
- d. The reduced workload will be determined by the applicable terms of the collective bargaining agreement ~~Department Personnel Committee~~ ~~current College Workload Policy~~, with the assigned teaching load reduced by 50%. ~~For example, if a faculty member enters this Program with current status as “Research Productive” and a defined teaching load of four courses per year, the teaching load would be reduced to two courses per academic year until separation.~~
- e. Program Members will continue to have office access as well as access to department, college and university assets as currently accessible subject to relocation for capital projects.

12. Conflict of Interest and Outside Activities Policies

The Parties shall convene a labor/management committee made up of not more than 3 faculty members chosen by MSP and 3 administrators to develop procedures and FAQs to implement the new University of Massachusetts Policies on Faculty Outside Activities and on Conflicts of Interest Related to Research specifically on the Lowell campus. The new policies shall be effective on the date the Parties reach agreement on the procedures and FAQs for implementation on the Lowell campus. Effective upon the date of implementation, the new policies shall replace the policies on Faculty Outside Activities and on Conflicts of Interest Related to Research. The procedures and FAQs shall be added as an appendix to this collective bargaining agreement.

13. Appendix A-8 (Personnel Form 16A)

- *Replace Appendix A-8 (Personnel Form 16A) with the Annual Faculty Report*

See attached.

14. Appendix A-16 Graduate Coordinators, Undergraduate Coordinators, and Transfer Coordinators.

- Change #2 as follows

2. The parties agree that the University existing joint subcommittee will provide a job description/explanation of duties; enumeration of any workload reductions, stipends, and/or additional compensation; and a definition of the job length, both in terms of expected annual contract (9 or 12 months) and overall term (year or multi-year position) continue to explore a framework for a stipend or other compensation for the jobduties performed by of Undergraduate Coordinators and Transfer Coordinators. Such descriptions shall be shared with the Department Chair, any potential candidate for the position, and the MSP President prior to filling the position. Such descriptions shall be shared with the Department Chair and the candidate prior to filling the position.

~~The parties agree to reopen negotiations about this issue upon request of either party at any time(s) during the term of the agreement.”~~

14.15. School of Education (Housekeeping)

- *Modify Article II §A in the following manner:*

A. The Board of Trustees of the University of Massachusetts (hereinafter referred to as the "Board") recognizes the Massachusetts Society of Professors (MSP) at the University of Massachusetts Lowell/Massachusetts Teacher Association (MTA) as the exclusive collective bargaining representative with respect to wages, hours, standards of productivity and performance, and other terms and conditions of employment for a bargaining unit which shall be located at the University of Massachusetts, Lowell, Massachusetts as appropriately certified under Massachusetts General Laws, Chapter 150E, which bargaining unit consists of all faculty (including department chairpersons) who hold a full-time appointment from the Board as Professor; Associate Professor; Assistant Professor; Instructor; Research Professor; Non-Tenure Track Clinical faculty in the School of Nursing and Departments of Physical Therapy and Biomedical and Nutritional Sciences; and Non-Tenure Track Assistant Clinical, Associate Clinical Professors and Professors in the SchoolCollege of Education; Assistant Teaching Professors, Associate Teaching Professors and Teaching Professors (hereinafter called faculty or faculty members or professional teaching staff), and all Librarians holding full-time appointments from the Board.

- *Modify Article II §A(1)(a)(ii) in the following manner:*

(ii) SchoolCollege of Education

The SchoolCollege of Education may hire up to five (5) professors as Assistant Clinical Professor or Associate Clinical Professor or Full Clinical Professor of Education. Candidates must hold an earned doctorate in an appropriate field. Their responsibilities include field supervision of certification candidates, teaching, and serving on dissertation committees. Assistant Clinical Professors may be promoted to Associate Clinical Professor rank after

completing six (6) years of service at University of Massachusetts Lowell. Associate Clinical Professors may seek promotion to Full Clinical Professor after completing six (6) years of excellent performance at the University of Massachusetts Lowell. Clinical faculty in the SchoolCollege of Education shall be compensated at a rate that is commensurate with professors of equal rank and qualifications.

Any Clinical faculty of the SchoolCollege of Education employed beyond six (6) years shall only be disciplined or terminated for just cause. The University agrees to make available in the School College of Education no more than five (5) Non-Tenure Clinical positions during any academic year.

- *Modify Article VIII §A(1)(a) by removing footnote 3:*

~~Footnote 3: A faculty member of the College of Education shall provide notification to the Dean of the College, who shall forward all materials to the Chair of the appropriate Personnel Committee of the College of Education.~~

Renumber footnotes accordingly

- *Modify Article VIII §A(3)(b) by removing footnote 5:*

~~Footnote 5: Colleges without departments shall elect two tenured full professors and two tenured associate or full professors who shall constitute the college committee. They shall not have a department committee.~~

Renumber footnotes accordingly

- *Modify Article VIII §A(3)(d)(1) in the following manner:*

d. University Rank and Tenure Committee

(1) Committee Membership

The University Rank and Tenure Committee shall consist of the chairpersons of the ~~six (6)~~seven (7) college personnel committees (Education, Engineering, Fine Arts & Humanities, Social Sciences, Sciences, Health Sciences, Business,) and the Provost, who shall chair the University Rank and Tenure Committee but not vote. There also shall be two (2) non-voting observers (who may participate in Committee deliberations), one designated by the MSP Chair (or other MSP designated officer), one by the Chancellor of the University or their designee. Observers shall concern themselves with the University's commitment to (1) fair and consistent procedures, (2) equal opportunity, and (3) academic standards. Any observer who believes that any of the three criteria referred to above was violated shall give written notice to the MSP and the Chancellor, describing the details of the violations.

- *Modify Article VIII §C(1) in the following manner*

C. Chancellor Action

1. For Tenure

All recommendations concerning faculty tenure are forwarded by the University Rank and Tenure Committee to the Chancellor of the University, who in turn makes recommendations to the University's Board of Trustees. The Chancellor may elect not to recommend for tenure candidates recommended at earlier levels. However, if the Chancellor fails to recommend tenure for a candidate who has received positive recommendations from at least three of the previous levels, ~~and two of the previous levels in the case of a unit member from the College of Education~~, the Chancellor shall advise the candidate in writing of the decision. The candidate is then entitled to a hearing with the Chancellor. The Chancellor may not recommend for tenure any candidate who has not received positive recommendations at least three review levels, ~~or two of the previous levels in the case of unit members from the College of Education~~. In the event a candidate receives three or more positive reviews and the Chancellor does not recommend tenure ~~or two in the case of a unit member from the College of Education~~, the Chancellor shall provide specific written reasons to the candidate for that decision. It is understood that written reasons must include concerns in relation to the specific criteria for tenure provided for within the Agreement.

- ***Modify Article VIII §C(2) in the following manner:***

2. For Promotion

All recommendations concerning faculty promotions are forwarded by the University Rank and Tenure Committee to the Chancellor of the University, who in turn makes a final decision. The Chancellor may elect not to grant promotion to candidates recommended at earlier levels. However, if the Chancellor fails to promote a candidate who has received positive recommendations from at least three of the previous ~~levels and two of the previous levels for unit members from the College of Education~~, the Chancellor shall advise the candidate in writing of the decision. The candidate is then entitled to a hearing with the Chancellor. The Chancellor may not promote any candidate who has not received positive recommendations at three review levels ~~or two in the case of unit members from the College of Education~~. In the event a candidate receives three or more positive reviews ~~or two in the case of a unit member from the College of Education~~, and the Chancellor does not grant promotion, the Chancellor shall provide specific written reasons to the candidate for that decision. It is understood that written reasons must include concerns in relation to the specific criteria for promotion provided for within the Agreement.

- ***Modify Article XVI Part 1 § F(1) in the following manner:***

F. College Teaching Loads

1. College Ratios

In order to account for the instructional differentials which exist among the disciplinary areas and to provide equitable opportunities for institutional research in all colleges, it is recognized that the teaching load in each college is commensurate with the following unit ratios of full-time equivalent students to full-time equivalent faculty.

College	Unit Ratios
<u>Education</u>	16/1
Engineering	13/1
Health and Environment	12/1
Fine Arts, Humanities & Social Sciences	17/1
Management Science	16/1
Music	13/1
Sciences	14/1
University Ratio	15/1

- ***Modify Article XVI Part 1 §I(1) in the following manner:***

1. Membership of Committee

Each College Workload Implementation Committee shall consist of the College Dean (and if the Dean so desires, the Assistant Dean, or Associate Dean, or Vice Dean, where applicable) as an "administrative team" and a "Unit team" described below.

The Unit team is the college shall be appointed by the MSP bargaining team provided however, that the membership of the Unit team shall include all Department Chairs in the college. **So as to provide a committee reflective of the ranks among tenure system and teaching and clinical faculty, the number of additional non-chair MSP representatives may be equal to up to the number of chairs on the committee, of which one may be from outside the college. In the College of Education, the Chair of the Education faculty shall be one of the three Unite members of the Unit team.**

The Union and the University have caused this MOA to be executed by their duly authorized representatives this 25 day of July, 2025. The MOA is subject to ratification and approval by both Parties.

For the Union:

Adam St. Jean
Adam St. Jean (Jul 25, 2025 10:48:19 EDT)

Adam St. Jean
Co-chair, MSP Bargaining Team

Laura Punnett
Laura Punnett (Jul 25, 2025 11:33:37 EDT)

Laura Punnett

For the University:

William Storella
William Storella (Jul 25, 2025 12:20:25 EDT)

William Storella
Senior Director, Human Resources

Joseph C. Hartman

Joseph Hartman

Co-chair, MSP Bargaining Team

Kelly Socia
Kelly Socia (Jul 25, 2025 10:40:12 EDT)

Kelly Socia
MSP President

Maria Hegblom

Maria Hegblom
Field Representative, MTA

Provost

Michael C. Rutherford

Michael Rutherford
Chief Human Resources Officer, UML

DocuSigned by:

John Dunlap

7/25/2025 | 2:19:41 PM EDT

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John Dunlap
Chief Human Resources Officer, UMPO

DocuSigned by:

Martin T. Meehan

7/29/2025 | 1:19:20 PM EDT

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Martin Meehan
President