Agreement

between the
Board of Trustees of the University of Massachusetts and the
Massachusetts Society of Professors UMass
Amherst/MTA/NEA

July 1, 2024 through June 30, 2027

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Article 1. Agreement

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

1.2 The provisions of this Amherst version of this collective bargaining agreement apply exclusively to the Amherst campus.

1.3 This Amherst version of the Agreement shall be executed by consent of the Union and the Amherst-campus Administration.

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

Article 2. Recognition

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

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

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

2.2.2 Non-Tenure Track Faculty:

- Clinical Professor and Clinical Lecturer, all ranks;
- Extension Professor, all ranks;
- Lecturer, all ranks; (excluding Five College borrows)
- Librarian, all ranks;
- Program Director (not otherwise excluded);
- Research Professor, all ranks;
- Senior Research Fellow, (IALS) all ranks;
- All other Non-Tenure Track Faculty (not otherwise excluded)

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

- Coaches or others in the Athletics Department with faculty titles
- Faculty in University Without Walls;
- Faculty on Terminal Contracts;
- Non-Tenure Track Faculty who are less than half-time, at the beginning of their second consecutive year of employment, after their first academic year of employment (whether employed for one or both semesters in that academic year);
- Visiting Faculty, all ranks, after two consecutive years of employment at the University, at the beginning of their third consecutive year of employment;
- "Soft Money" Faculty subject to the conditions and limitations of the controlling grant;
- Faculty members of the campus governance and Personnel Committees

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

- Academic Coordinator;
- Adjunct (unpaid) Faculty (as defined in Article 4.11 of Trustee Policy T76-081, the “Redbook,” and explained in Section 3,B.4 of the Trustees’ “Implementation Guidelines”), all ranks;
- Center Head;

- Chair or Head of an Academic Department;
- Chancellor, all ranks (Deputy Chancellor, Vice Chancellor, Associate Chancellor, Associate Vice Chancellor, Assistant Vice Chancellor, etc.);
- Chief Information Officer;
- County Extension Agent;
- Dean, all ranks;
- Director of the Fine Arts Center;
- Director of University Without Walls
- Director of Athletics;
- Director of the Institute for Teaching Excellence and Faculty Development (TEFD);
- Director of Environmental Sciences Program;
- Director, all ranks, of Extension Services;
- Director of Public Health;
- Director of Nursing;
- Division Chairperson;
- Retired UMass faculty, all ranks, including those on post-retirement appointments;
- Extension Specialist;
- Five College Faculty whose primary appointments are not in the University of Massachusetts;
- Ombuds, all ranks;
- Physiotherapist;
- Post-Doctoral Research Associate, all ranks;
- Provost, all ranks (Deputy Provost, Vice Provost, Associate Vice Provost, Assistant Vice Provost, Associate Provost, Assistant Provost, etc.);
- Research Fellow, all ranks;
- Student;
- Teaching Associate;
- Teaching Fellow;
- Trainer;
- Visiting Faculty employed by the Federal Government; and
- All other employees not included in Article 2.2.

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

- Chair or Head of a Department;
- Chancellor, all ranks (Deputy Chancellor, Vice Chancellor, Associate Chancellor, Associate Vice Chancellor, Assistant Vice Chancellor, etc.);
- Chief Information Officer;
- Dean, all ranks;
- Director of the Fine Arts Center;
- Director of Athletics;
- Director of the Institute for Teaching Excellence and Faculty

Development (TEFD);
- Ombuds, all ranks;
- Provost, all ranks (Deputy Provost, Vice Provost, Associate Vice Provost, Assistant Vice Provost, Associate Provost, Assistant Provost, etc.).

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

Article 3. Affirmative Action

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

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

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

3.4 Anti-Bias Training: The parties recognize that promoting racial and cultural diversity within the University community is consistent with its mission as an institution of higher learning. In order to encourage awareness and to promote an environment free from discrimination, all employees will participate in mandatory online training designed to educate the University community regarding anti-bias (also known as implicit bias or unconscious bias). New hires will be required to complete the training as part of their standard introduction to the University. Employees active at the time of this Agreement will be given 120 days to complete the training.

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

Article 4. Management Rights

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

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

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

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

Article 5. Union Rights

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

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

5.3 The Union and the Administration shall agree that the bargaining unit status of bargaining unit members shall be treated as confidential information, utilized solely for purposes of collective bargaining and representation, and shall not be disclosed to any party or entity other than the Union.

5.4 The Union shall be provided an opportunity to request to appear on the agenda of any regularly or specially scheduled department meeting; such requests shall be granted at least once each semester, provided that the requests are made at least ten (10) working days in advance of said meetings.

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

5.5.1 on October 1 and March 1, a list of bargaining unit members who are going on unpaid leaves or full-year sabbatical leaves and the dates they are scheduled to return;

5.5.2 on October 1 and March 1, a list of bargaining unit members going to or returning from a non-bargaining unit position, including academic base salary;

5.5.3 on October 31 and March 31, a list of bargaining unit members whose fraction of appointment has changed in such a manner that bargaining unit status is affected;

5.5.4 on or before March 1, a salary list for the Amherst campus and the President's Office to be submitted once yearly;

5.5.5 on October 31 and March 31, a list of part-time faculty which shall include the most recent date of hire, rank, salary, fraction of appointment and

department/program;

5.5.6 monthly, a list of bargaining unit members which shall include name, employee ID number, department, annual salary, state title, rank, FTE percentage, University email address, University hire date, tenure decision year and granted date, personal email, home and cell phone number;

5.5.7 monthly, a list including the names, employee ID numbers and effective dates for any bargaining unit member who within the past month has retired, been terminated or resigned;

5.5.8 all officially adopted (i.e., by the Board of Trustees) long-range plans from the departments/programs/libraries/colleges, campus, and University;

5.5.9 a list, on an annual basis, of any bargaining unit members who, under the terms of Article 30.2, do not receive the benefits of the cost items in this Agreement; and,

5.5.10 a list, on an annual basis, of all faculty assigned the working title Professor of Practice.

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

5.7 New Hires

The following information about new hires shall be transmitted monthly to the Union: name, title and rank, department, email address, hire date and percentage of FTE.

The Union shall be provided up to one hour alone with new bargaining unit members (or those entering the bargaining unit) separately before or after scheduled new employee orientation sessions.

5.8 Pre-Hire and Exit Interviews

The Administration shall encourage all search committees to refer candidates to the MSP as a resource as soon as they are offered a position at UMass. In addition, MSP

contact information shall be included in all offer letters and on the Office of Faculty Development (OFD) website for prospective faculty and librarians.

When a faculty member or librarian leaves UMass, the Administration shall refer the individual to MSP for an exit interview. MSP shall create a standard template for interviews, in consultation with the Office of Faculty Development (OFD). Information sharing and assessment will occur annually between MSP and the Office of Faculty Development (OFD) regarding exit interview outcomes.

The MSP will select, upon agreement with the administration, an appropriately qualified faculty member to engage in these services (pre-hire counseling and exit interview data collection and analysis). The individual shall receive an annual course release or equivalent stipend, consistent with other union-related releases in this Article.

5.9 All costs associated with replacement for reduced workloads or payment of stipends provided under the terms of this Article shall be borne by central administration.

5.10 At the election of the unit member, the Administration agrees to provide a reduced workload or stipend for a maximum of three (3) faculty bargaining unit members and a maximum of one (1) librarian bargaining unit member for each academic semester in which collective bargaining occurs. Such, request shall be made in writing to the campus Provost's Office at least two (2) weeks prior to the start of student registration in for the semester in which the reduction is to occur.

Upon request of the bargaining unit member, the Administration agrees to provide the reduced workload in one of the three semesters subsequent to that in which the individual engaged in the activity. In the case of faculty, instructional workload shall be reduced by one (1) course per semester. In the case of librarians, release time shall be granted one and one-half (1 1/2) days per week during those weeks when bargaining occurs and one-half (1/2) day per week during those weeks when bargaining does not occur. Librarians' release time pursuant to this Section may be accumulated and used as needed.

A librarian or a faculty member who elects a stipend as referenced above or who has a nonteaching assignment who elects to fulfill their full time commitment through rescheduling, in consultation with the Department Head or Dean of Libraries, rather than utilize the released time provided in Article 5.9, will receive a stipend equal to the current Lecturer salary floor for each semester in which bargaining occurs.

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

5.12 One specifically designated bargaining unit member shall be granted a workload reduction or stipend (per Article 5.9 above) for the investigation and processing of grievances and arbitrations. In the case of a faculty member, instructional workload shall be reduced by one (1) course per semester, provided the request is made in writing to the campus Provost's Office at least two (2) weeks prior to the start of student registration for the semester in which the reduction is to occur. For any bargaining unit member who is unable to meet this notice provision, the Administration agrees to provide the reduced workload in one of the three semesters subsequent to that in which the individual would otherwise have been eligible. In the case of a librarian, release time shall be granted for one (1) day per week, provided the request is made three (3) months prior to the date on which release time is to begin.

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

5.13.1 a reduction in the instructional workload or stipend (per Article 5.9 above) of the President of the Union of one (1) course per semester; in the event that the President is a librarian, they shall receive a workload reduction of one and one-half (1 1/2) days per week; and

5.13.2 a reduction in the instructional workload or stipend (per Article 5.9 above) of the executive officer of each chapter of one course per semester; in the event that the executive officer of the chapter is a librarian, they shall receive a workload reduction of one and one-half (1 1/2) days per week; effective the 2025-26 academic year, each of the two Co-Presidents of the Amherst chapter shall be provided with a reduction in instructional workload or stipend (per Article 5.9 above) of one (1) course per semester; in the event that a Co-President is a librarian, they shall receive a workload reduction of one and one-half (1 ½) days per week;

5.13.3 a reduction in the instructional workload or stipend (per Article 5.9 above) of a Union officer (designated by each chapter's governing body) of each chapter of one (1) course per semester, provided a written request that includes a statement of purpose or activity is made in writing to the campus Provost's Office at least two (2) weeks prior to the start of student registration for the semester in which the reduction is to occur. For any bargaining unit member who is unable to meet this notice provision, the Administration agrees to provide the reduced workload in one of the two semesters subsequent to that in which the individual would otherwise have been eligible; in the event that the officer designated is a librarian, they shall receive a workload reduction of one and one-half (1 1/2) days per week, provided a request as described above is made at least three (3) months prior to the date on which release time is to begin.

5.14 At the request of the Union, two additional faculty members per semester shall be released from one course of their respective instructional workloads; the Union shall reimburse each such faculty member's department for the cost of replacing

that instructional capacity as determined by the Department Chair, but not greater than the actual cost of replacement and not greater than the standard cost of replacement in that unit. Insofar as possible, bargaining unit members who are members of the Union's governing body, the Joint Coordinating Committee, shall have their workload scheduled so that they shall be available, during one day of each calendar month during the academic year, to attend the regularly scheduled monthly meeting of the Joint Coordinating Committee. No interference with or disruption of any semester's classes or delivery of library services shall occur as a consequence of this Section.

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

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

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

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

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

exemption shall continue in effect in subsequent years unless either (a) that officer informs the Provost by July 1 of their desire to be re-included in the merit process in the fiscal year beginning that date or (b) they cease to be in a designated position by July 1 of a fiscal year.

5.20 The Union will have a representative on the Information Technology Council.

Article 6. Dues Checkoff

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

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

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

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

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

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

6.7 An amount equal to one-ninth (1/9th) of the annual dues certified by the Union treasurer pursuant to Section 6.5 shall be deducted monthly from September through May from the pay of bargaining unit members who have consented to said deductions as provided above.

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Article 8. Academic Freedom

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

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

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

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

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

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

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

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

Article 9. Consultation

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

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

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

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

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

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

Article 10. Tenure

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

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

Article 11. Faculty Roles and Responsibilities in Personnel Matters

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

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

Article 12. Faculty Personnel Standards and Procedures

12.1 High professional standards must be the basis for all personnel decisions. Personnel recommendations and decisions shall be made only after a review of all the qualifications and all the contributions of the individual in the areas of teaching; of research, creative or professional activity; and of service. Where applicable (see Articles 26.2.8 and 33.3) all three areas must be considered but the relative weight to be given each may be determined in the light of the duties of the faculty member.

With regard to promotion to full, relative weight will be given to each area may also be determined in light of the duties of the faculty member when considering if the following criteria have been met:

a) The faculty member has achieved substantial recognition on and off campus from scholars or professionals in the faculty member's field and

b) the candidate has shown significant potential for continued professional achievement.

Final decisions are made only after giving serious consideration to all the materials in the basic file as well as to the professional judgments of the Departmental Personnel Committee, which are and ought to be given great weight.

12.2 In order to maintain the academic excellence of the University, current academic standards and criteria for faculty personnel actions (i.e. The Academic Personnel Policy Doc. T76-081 "Redbook"), except as modified in this Agreement, shall remain in effect for the duration of this Agreement.

12.3 Procedural Standards in Personnel Matters

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

12.3.2 The faculty at the departmental level shall establish once each year, in timely fashion, a Personnel Committee to exercise the responsibilities described in this Agreement. All members of the Department Personnel Committee must be members of the Bargaining Unit. A member of a Department Personnel Committee may also serve as a member of a College/School Personnel Committee. However they may not vote on candidates from their own department at the college/school level. A Department Personnel Committee may not delegate its responsibilities to non-committee members; however, a department's bylaws may define the membership of the Department Personnel Committee as expanding and contracting for the purpose of discharging particular responsibilities

of the committee.

12.3.3 A Department Personnel Committee must have a minimum of three (3) faculty members. In a department with fewer than four (4) faculty members, the chair of the Department Personnel Committee and Dean shall agree upon the selection of a specific faculty member or members from outside the department who shall be asked to serve on the committee.

12.3.4 Some departments' bylaws constrain voting rights in personnel actions (such as only tenured faculty being eligible to vote on tenure cases). If such constraints result in the Personnel Committee's having fewer than three faculty members with voting rights on a particular personnel action, the department should employ the provision of 12.3.3 above to temporarily expand the Personnel Committee for that personnel action.

12.3.5 In each college or school there shall be a Personnel Committee of the faculty to review departmental level recommendations. The committee shall be chosen by procedures established in a manner designed to represent the interests of the faculty of each college or school. Such procedures shall be sent to the MSP and the administration to assure compliance with applicable laws, University policies and this Agreement. Said committee shall forward its recommendation to the appropriate Dean. All members of the College Personnel Committee must be members of the bargaining unit.

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

12.3.7 Each Personnel Committees shall choose its own chair, convene itself, deliberate without participation of the administration (i.e., department chair/head or dean), and formulate its own recommendations independently.

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

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

12.4.2 As provided in Articles 24.4 and 24.5, a basic file shall be created for each

major personnel action. This file shall be supplemented and reviewed at the departmental level and supplemented and reviewed at each successive level of recommendation or decision. The file shall contain the materials listed in Article 12.5.

12.4.3 No later than May 1st of the semester before a tenure review is to begin, the faculty member shall submit to the Department/Program Chair/Head any and all materials for inclusion in the basic file that the faculty member believes will be essential for external referees to review for adequate consideration of the case. Departments may establish a later date with the approval of their Dean. No later than the first week of the semester in which the review is to begin, the faculty member shall submit to the Department/Program Chair/Head any remaining materials for inclusion in the basic file that they believe will be essential for adequate consideration of the case. Failure to submit the basic tenure file by September 15th of the tenure review year without good cause shall, in cases involving review for tenure, result in issuance of a notice of non-reappointment and no review will be conducted.

In the promotion review process to Full Professor, the Department shall set the deadline for submission of all materials essential for external referees to allow for adequate consideration of the case. Because a 4.2 (mini-tenure) review does not require external letters, the Department shall set an appropriate deadline for submission of the file.

12.4.4 For appointment at or promotion to the rank of associate professor and professor and for all tenure recommendations, the Chair/Head shall solicit outside letters of reference drawn from a list of scholars and/or professionals. If appropriate, the Chair/Head may also solicit internal (on-campus) letters from faculty colleagues. The lists of both external and internal letter writers shall include those suggested by the faculty member but the list is not limited to those the faculty member suggests. The candidate has the right to waive access to internal and/or external letters. The confidentiality of such letters shall be governed by the University's Fair Information Practices Regulations, Trustee document T77-059 (see Appendix B). Prior to any solicitation of letters, the candidate shall be provided with a copy of the solicitation letter and the list(s) of proposed referees and shall be given an opportunity to comment on the appropriateness of both. External referees shall be provided with the candidate's CV, personal statement(s), and any other materials that the candidate wishes to include.

12.4.5 At any time subsequent to the recommendation of the Department Personnel Committee, the materials in the basic file, with the exception of letters of recommendation to which the faculty member has voluntarily waived access, shall be accessible to the faculty member upon request.

12.5 The basic file shall contain the following materials:

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

(1) a table of contents;
(2) a current curriculum vitae (including a bibliography and/or comparable list of professional accomplishments);
(3) copies and reviews of published works and/or evidence of other professional accomplishments;
(4) evidence of teaching effectiveness per Article 33,;
(5) letters of reference solicited by the Chairperson/Head and a description of the professional standing of the writers of letters of reference from outside the University and a statement of any relationship the writer may have had to the faculty member;
(6) evaluations of service;
(7) the candidate's five most recent Annual Faculty Report and Evaluation (AFR) forms, including any contemporaneous comments by Personnel Committees, academic administrators and any responses from the candidate; if the candidate has been employed too recently to have undergone five annual reviews, the file should contain the number of AFRs that have been prepared, if any. AFR's will be added to the file by the Department Chair.
(8) any and all materials submitted by the candidate;
(9) the recommendation and the numerical vote at the departmental level; the recommendation of the Chairperson/Head.

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

(1) the recommendation and numerical vote of the Faculty, School or College Personnel Committee;
(2) the recommendation(s) and decision of academic administrative officials;
(3) other materials solicited, submitted or received during the review process, including, by way of example, additional materials submitted by the faculty member, additional letters of reference, responses to recommendations and/or additional information received in response to the invitations issued under Articles 12.12-12.15. When material is added to the basic file, the Departmental Personnel Committee (or other appropriate mechanism) and the Chair/Head shall have opportunity to respond as to its substance and appropriateness; unless it is protected by waiver, the faculty member shall also have this opportunity. If a faculty member has responded to a recommendation added to the file by the DPC, Chair, CPC, etc., no rejoinder to that response shall be permitted unless

requested by a subsequent review step.

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

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

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

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

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

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

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

12.13 Prior to making a recommendation that may be contrary to either of the recommendations forwarded from the departmental level, the School or College Personnel Committee shall consult in writing with the department, and they may also ask the candidate to clarify an issue if necessary. Any response to such consultation must be in writing and must be added to the file.

12.14 Prior to making a recommendation that may be contrary to either of the recommendations forwarded from the departmental level, the Dean shall in writing invite the department to provide additional information for the basic file or clarification of the recommendation, and they may also ask the candidate to clarify an issue if necessary. Any response to such invitation must be in writing and must be added to the file.

12.15 Prior to making a recommendation or decision that may be contrary to either of the recommendations forwarded from the school or college level, the Chancellor or Provost shall in writing invite the Dean to provide additional information for the basic file or clarification of the recommendation, and they may also ask the candidate to clarify an issue if necessary. Any response to such invitation must be in writing and must be added to the file.

12.16 Prior to reversing the recommendation of the Chancellor and/or the Provost for tenure, the President shall in writing invite the Chancellor and/or Provost to provide additional information for the basic file or clarification of the recommendation. Any response to such invitation must be in writing and must be added to the file.

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

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

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

institutional flexibility is preserved; provided, however, that:

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

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

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

12.20 **January Hires:** Tenure-track faculty whose appointments start in January will have their reviews for major personnel actions – reappointments through the tenure decision year, promotion to the ranks of associate professor and professor and the award of tenure – commence during the following September in accordance with the aforementioned procedures. The promotion salary increase shall be retroactive to the anniversary of the January start date.

12.21 Hire with Tenure Process

When a newly hired faculty member previously has earned tenure at a peer institution, they shall be permitted to undergo an expedited tenure review upon hire at UMass. Fewer letters are required in an expedited tenure file than would typically be required for a traditional tenure case. During the search/hiring process, the search committee should require at least three (3) letters of recommendation for the candidate. As soon as the offer is accepted, the Department Personnel Committee in the hiring department shall be informed that the individual is being hired with the expectation of tenure and shall also be provided with a copy of this contract provision so they understand the process. The expedited tenure review shall commence immediately after the offer is accepted and shall follow the same process as regular tenure decisions as explained above, with these exceptions:

- Instead of soliciting new external and internal letters, the personnel committee may substitute the letters written as part of the search and hiring process.
- Instead of a personal statement, the personnel committee may review the candidate's statement of research, teaching, and service from their application for the position.
- Teaching reviews from the faculty member's prior institution(s) may be submitted as evidence of excellence in teaching.

The expedited review shall use the materials the candidate submits in the search

process, as listed above, including teaching materials, research, CV, etc. These materials are considered sufficient in the expedited tenure process; because the candidate was hired with the expectation that they will be tenured at UMass, the process is intended to be easier and less burdensome than a typical tenure process.

For spring hires with expedited tenure, every effort will be made to conclude the process by the end of May. DPCs and CPCs should be prepared to write their memo for tenure immediately after the hire is finalized. Tenure must be approved at the Board of Trustees meeting; the campus will endeavor to prepare expedited tenure cases for the spring Trustees meeting or no later than September after the person has arrived at UMass.

Article 13. Faculty Roles and Responsibilities in Academic Matters

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

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

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

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

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

14.2 The form or letter shall include:

14.2.1 a description of the explicit terms of the appointment or reappointment and whether or not the appointment is with tenure or is a tenure track appointment or reappointment;

14.2.2 the effective date of the appointment or reappointment and whether it is a calendar or an academic year appointment or reappointment;

14.2.3 whether the appointment or reappointment is full-time or part-time and, if part-time, the proportion the appointment bears to a full-time appointment;

14.2.4 credit toward tenure, continuing appointment and/or promotion if any;

14.2.5 the expiration date of the current probationary contract term and the tenure decision year if the appointment or reappointment is without tenure and is on a tenure track;

14.2.6 the required notice of appointment/reappointment (3 months, 6 months, or 1 year);

14.2.7 the rank of the appointment or reappointment;

14.2.8 the beginning salary;

14.2.9 a job description indicating the teaching, research or scholarly activity, and service responsibilities for faculty or appropriate counterpart for librarians as set forth in this Agreement;

14.2.10 whether or not the appointment or reappointment is to a bargaining unit position and therefore governed by the terms and conditions of this Agreement; and

14.2.11 whether or not the appointment is a joint appointment and if a joint appointment, the following:

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

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

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

Article 15. Faculty Workload

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

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

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

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

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

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

15.7 A faculty member shall be assigned courses to teach in their area(s) of expertise as much as possible. The assignment of each course shall specify if the course is to be offered either in-person or online. Assignment of online teaching shall be only by mutual agreement between the instructor and the department chair/head. An

individual faculty member's rank, status and seniority shall not be the controlling factors in said assignment of courses.

(a). When software is deemed necessary for an online course, by mutual agreement of the instructor and their department chair, it shall be provided to the instructor at no additional cost and faculty will have technical support to the extent that it is currently provided.

(b). Course content and materials that are developed by a faculty member shall be treated as Exempted Scholarly Works under the Policy on Intellectual Property. However, such content and materials shall not be subject to the exceptions or exclusions of the Policy, such as those set forth in Section III. B, nor shall the faculty member be required to license such content and materials to the University, without specific agreement among the faculty member, the University, and the Union. In addition, a separate intellectual property agreement may be reached in order to meet external grant or contract requirements.

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

15.8 A faculty member's assignment to teach a course as part of their academic year teaching load should consider total enrollment in the course and the other factors listed in 15.4, not whether the students have registered through the university session, the U+ session or both.

15.9 Effective 9/1/25, if a faculty member and their department chair/head agree to a teaching assignment that exceeds the faculty member's teaching load for the academic year, they shall provide to the Dean or designee a plan that addresses how the teaching overload will be addressed (e.g. lower service or research workload, shifting of teaching load from one academic year to another, additional compensation, etc.). If additional compensation is offered for the overload teaching, the minimum stipend shall be equal to the lecturer floor provided in Article 26.

15.10 The Administration recognizes the contribution that can be made by the faculty regarding the development of faculty teaching schedules. Accordingly, within assigned space allocations, faculty teaching schedules shall be developed at the department/program level in accordance with procedures established within said department or program. These procedures shall insure that each affected faculty member shall have prior and reasonable consultation regarding their schedule. Schedules must be in accordance with and in response to student needs and the needs of the University's academic program. These schedules shall then be submitted to the appropriate Dean or designee for approval. If the Dean or designee wishes to revise the schedule developed by the department/program:

(a) an opportunity will be provided for discussion; and
(b) reasons shall be provided and they shall not be arbitrary or capricious.

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

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

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

15.14 Each college has presented its policy on the workload for pre-tenure faculty and release from teaching duties for the purposes of advancing the individual's research program. Those policies shall remain in effect for the duration of this Agreement.

15.15 Equitable Workload:

Departments shall establish equitable workload guidelines that must be approved by the relevant Dean. Guidelines must be consistent with Article 15 and other articles of this agreement governing faculty workload, focus on racial and gender equity, and recognize individuals who have high levels of service and mentoring.

15.16 Fellowships:

Recipients of prestigious fellowships as defined in Appendix M will maintain one hundred percent (100%) of their respective salary and benefits while engaged in the fellowship. Appendix M includes an appropriate list of fellowships, and criteria for fellowships that qualify under this provision.

15.17 Initiative for Junior Faculty Development: Reduced Teaching Loads for Junior Faculty

The University seeks to make it possible for departments to offer their junior faculty a reduced teaching load before tenure so as to foster their progress on projects

required for tenure. (The word “research” is intended broadly to include all kinds of creative work.) Research-Intensive Semesters (RIS) are those in which junior faculty are released from teaching duties; they are not leaves or sabbaticals. Faculty will ordinarily remain in residence and available for limited service activities such as continued service and advising duties, although there may be exceptional circumstances when the goals of the RIS can best be met if part or all of the time is spent off-campus. At a minimum, all pre-tenure faculty will receive the equivalent of one semester with no teaching with the option to spread the course releases across more than one semester at the faculty member’s discretion. Schools and colleges shall maintain or exceed current practices for course releases for pre-tenure faculty. Research-Intensive Semesters are separate and distinct from any fellowships or teaching awards, and should not replace or otherwise encumber such awards.

15.18 Mid-Career Post-Tenure Fellowship: The Office of Faculty Development shall offer five (5) MCPT Fellowships annually for faculty from all Schools/Colleges who have been at the Associate rank for five or more years due to taking on service or teaching responsibilities that have exceeded the norm and may have slowed progress on the scholarly or creative work needed to be considered for promotion to Full Professor. Award recipients shall be provided with one semester of release from teaching responsibilities, department obligations, and college service. The award may be scheduled in conjunction with an approved sabbatical leave, thereby yielding a full year of leave. Schools/Colleges shall maintain current number of preexisting mid-career research awards and similar research leave/fellowship opportunities for mid-career faculty.

Article 16. Performance of Bargaining Unit Work

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

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

Article 17. Failure to Perform Minimum Assigned Duties

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

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

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

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

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

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

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

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

Article 18. Suspension and Termination for Disciplinary Reasons

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

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

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

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

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

DISMISSAL HEARING PROCEDURES

18.5.1 Dismissal of Faculty Members and Librarians: These procedures shall apply to all instances where dismissal of a faculty member or librarian is being considered except those governed by the Trustee Policy on Responsible Conduct of Research and Scholarly Activities (T08-010)[1]., as implemented under the "Procedures for Dealing with Charges of Misconduct in Research and Scholarly Activities at the University of Massachusetts at Amherst" (Trustee Document T91-035A)[2].. Dismissal, defined as termination of the employment of a faculty member with tenure or a librarian on continuing appointment, or of any unit member before the end of a specified term of appointment, may be effected by the University for just cause.

Except for serious misconduct, progressive discipline shall ordinarily be applied which may include specific attempts to remediate conduct or

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

[2] https://umass.sharepoint.com/sites/OfficeofResearchEngagement/Compliance/Forms/AllItems.aspx?id=%2Fsites%2FOfficeofResearchEngagement%2FCompliance%2FRC%20approved%5FUMass%5FAmherst%5Fresearch%5Fmisconduct%5Fpolicy%5Fand%5Fprocedures%5FFall23%2Epdf&parent=%2Fsites%2FOfficeofResearchEngagement%2FCompliance&p=true&ga=1

performance, as well as measures such as reprimand, censure, or suspension.

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

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

18.5.2 Dismissal Procedures

(a) Initiation of the Process

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

(b) Informal Resolution Process

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

(c) Filing of Formal Charges

If attempts at resolution of the problem fail at the informal level, and the Provost decides to proceed, the Provost shall make a formal

recommendation for dismissal of the individual concerned, and shall give written notice to the individual employee and to the MSP, stating the explicit charge against the employee. The written notice shall be given within ninety days after the Administration becomes aware of the matters giving rise to the charge, but this period may be extended for an additional thirty days in order to conduct the informal resolution process. The written notice shall contain:

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

The individual may submit their response to the charges, which shall become part of the record. The charges in support of the recommendation for dismissal may be added to or enlarged upon if investigation or review brings forth additional charges.

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

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

(e) Preliminary Review by the College Personnel Committee
If the Provost decides to proceed after receiving the report of the DPC, the Provost will refer the charges to the College Personnel Committee (CPC) for a preliminary review. The CPC will review the charges, and all available information, and make its written report to the Provost. The report of the CPC may contain a specific recommendation and shall remain part of the

documentation brought forward with the charges should the Provost decide to proceed.

(f) Provost's Decision to Proceed

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

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

(g) Convening of the Hearing

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

(1) The Provost and the MSP shall conduct a random drawing of the names of all CPC members, placing the names on a roster in order of drawing. This shall be the order in which members will be selected for service on the Hearing Panel. The Hearing Panel shall consist of five tenured faculty members or librarians selected in order from among all CPC members, and two alternate members. The expiration of a member's term on the CPC shall not affect continued service on a Hearing Panel.

(2) No sooner than one week after the circulation of the ordered roster, the first ten CPC members on the ordered roster who are not members of the CPC of the college of the charged individual shall meet in the presence of the parties to select the Hearing Panel.

(3) Any potential Hearing Panel member may request in writing that they be excused for appropriate reason. Requests to be excused shall be the first order of business during the meeting referenced above. The remaining members shall, if necessary, question a member requesting an excuse and then decide whether to grant the excuse. The remaining members shall select one member who will question each potential Hearing Panel member as to the extent of their personal or professional relationships with either party, and whether there is any reason they would be unable to hear the case fairly and impartially and render a fair and

impartial recommendation. Additional questions may be submitted by the parties to the member conducting the questioning. Any members not excused shall have the opportunity to suggest further questions to be asked. The member conducting the questioning may disallow any questions on grounds of lack of relevance. Another member will be selected to question the member conducting the questioning according to the same process.

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

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

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

hearing evidence has begun, the hearing process shall continue. Further attrition shall result in cancellation of further hearings and re-initiation of the process.

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

(h) The Hearing Process

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

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

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

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

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

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

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

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

(9) The Provost and the charged individual shall have the right to confront and cross-examine all witnesses. No anonymous material will be introduced into evidence; in this regard, student evaluations of teaching pursuant to Articles 21.7, 21.9, 33.6, and 33.8 shall not be considered anonymous material.

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

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

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

(13) Unless the individual concerned requests otherwise, except for such simple announcements as may be required covering the time of hearing and similar matters, public statements and publicity about the case by the Hearing Panel, the individual concerned and their representatives, and the administration will be avoided until the proceedings have been completed and a

recommendation reached. The Chancellor, the individual concerned, and the MSP will be notified of the recommendation in writing and will be given a copy of the record of the hearing.

(14) Conduct of the Hearing

- The Chair of the Hearing Panel shall be in full charge of the hearing.
- Hearing sessions may be scheduled, at the discretion of the Chair of the Hearing Panel, on any weekday during the academic year during the hours from 8:00 a.m. to 6:00 p.m. or, by unanimous consent of the parties, at other times or during other periods.
- The Chair of the Hearing Panel shall read the specification of charges against the individual.
- The Chair of the Hearing Panel shall request the individual to submit a brief response to the charges, indicating whether the specifications are admitted or denied.
- Brief opening statements will be permitted.
- The Provost shall present testimony to support the charges. The individual concerned and their advisor or Union representative shall have the right to cross-examine witnesses and present evidence in response to the charges. The Provost shall have the right to cross-examine the individual's witnesses.
- After the case of the individual, the Provost may present rebuttal evidence. Rebuttal evidence shall be limited to new matters brought forth in the individual's case. Surrebuttal evidence (limited to evidence rebutting the charging party's rebuttal evidence) shall be allowed.
- The Provost may present closing arguments.
- The individual concerned or their advisor or Union representative may present closing arguments.
- The Hearing Panel shall adjourn the hearing and shall thereafter prepare its findings and conclusions in the form of a written report. The oral deliberations of the Hearing Panel shall be confidential.

(i) <u>The Hearing Panel's Report; Chancellor's Decision</u>

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

Panel concludes that the conduct does not merit dismissal, it may recommend (a) that the conduct does not merit any disciplinary action or (b) a lesser penalty than dismissal.

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

(j) Review by the President or Designee

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

(k) Time Limits

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

(l) Trustee Policy

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

(m) Implementation

The parties agree to the creation of a joint committee to devise implementation guidelines to address such issues as timelines and

quorum provisions, and to discuss the relationship of this process to the process described in Article 17.

18.6 Removal of Principal Investigators

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

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

18.6.1 Procedures:

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

If the situation cannot be resolved informally to the satisfaction of both parties (the Head, Chair, or Director and the grantee), the Head, Chair, or Director will inform the grantee in writing of the concerns that were previously discussed informally, as well as detailing the origins of the concerns, and may suggest formal steps to be taken to deal with the concerns that would be satisfactory. At this point, the Vice Chancellor for Research or similar position may seek input from the sponsor. The grantee

shall make any response in writing within two weeks after receiving written notice of the concerns. If the outstanding issues are not resolved by this exchange to the satisfaction of both parties, and cannot be resolved within two additional weeks by a further exchange of letters, then either party can request that the file of letters be forwarded to the Dean. The Dean will initiate an informal meeting with the grantee and the Head, Chair, or Director in an effort to negotiate a settlement. If the Dean cannot negotiate a mutually agreeable settlement within one month of receiving the case, the file will go forward with a narrative letter reporting the efforts attempted and their failure, along with any comments, to the Vice Chancellor for Research or similar position.

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

18.6.2 Timelines:

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

Article 19. Working Conditions

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

19.2 The Administration shall promptly investigate all hazards and unhealthy conditions and shall promptly remedy all unsafe working conditions. When a bargaining unit member has a violation of safety standards documented by UMass EH&S or similar external agency, if the health hazard or unsafe condition cannot be remedied within ten working days, the individual shall be entitled to a new healthy workspace. The employer agrees to furnish, at its expense, any safety and protective equipment required or advisable for the protection of employees' health and safety.

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

19.4 All bargaining unit members shall have access to work space, computers, and printers adequate for the performance of their assigned responsibilities. This provision shall not be subject to Article 25 Grievance Procedure.

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

19.6 There shall be a joint union-administration committee, consisting of the MSP and any other campus union(s) that choose to participate, for the purpose of discussing changes proposed by the administration in parking fees for members of the bargaining unit at the Amherst campus.

19.7 Parking rates on the Amherst campus shall be governed by the terms of the agreement reached between Amherst campus unions and the University in May 1999.

19.8 The MSP and other campus unions shall have representation on the Parking and Transportation Board to make recommendations to the administration regarding carbon reduction initiatives (including occasional parking options, improved carpool incentives, subsidies for PVTA including free buses for employees during the summer, increased support for bike and pedestrian commuters, and electric vehicle charging stations).

19.9 The Amherst campus administration will recommend to the Faculty Senate that representatives designated by the Union be included on committees that review capital/physical plant needs and plans for the campus.

19.10 Period of Responsibility/Faculty Work Year **-** In the event that the Faculty Senate, during the term of this agreement, adopts a calendar that requires an August start date for faculty appointments the MSP agrees to waive the contract bar in Article 29 and to engage in an expedited bargaining process. The MSP has no objection to a later end-date to the faculty period of responsibility in May, as proposed for the 2022-2023 academic year.

Article 20. Librarians

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

20.2 Definitions

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

20.2.2 Vacancy, as used in this Article, is defined as an unfilled position, inclusive of a new position, a vacated one, or one in which the position description and/or salary level have been altered in ways not covered by Article 20.5.4.

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

20.2.4 Credit for prior experience, as used in this Article, is defined as those years of total previous experience credited toward rank upon initial appointment and credited toward eligibility for a continuing appointment, which credit shall not exceed two (2) years.

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

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

20.2.7 Annual Evaluation or Annual Report, as used in this Article, is based on the "Annual Librarian Report and Evaluation of Professional Activities" form and covers the review period of July 1st through June 30th.

20.2.8 Normal work week, as used in this Article, is no more than five (5) consecutive days in any seven (7)-day period, with two (2) consecutive days off for each period of five (5) consecutive days worked. No librarian shall be involuntarily assigned to work on consecutive weekends or on more than two (2) nights a week.

20.2.9 For librarians on forty-three week appointments, Year, as used in this Article, shall be defined as forty-three weeks.

20.2.10 Personnel action, as used in this Article, is defined as reappointment, continuing appointment, and promotion.

20.3 Committees

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

20.3.2 The LPC shall chose its own chair, convene itself, deliberate without participation of non-unit administrators and formulate its own recommendations independently.

20.3.3 The LPC may make recommendations for sabbatical and short-term professional leaves and, pursuant to Subsection 20.4.2 and 20.4.4, recommendations for initial appointments, appropriate rank, and the number of years that should be granted toward eligibility for a continuing appointment. The LPC shall also make recommendations on librarians' PMYR statements, pursuant to Appendix A(L). None of these recommendations nor decisions counter to them shall be grievable.

20.3.4 Other Committees:
The Administration shall utilize appropriate mechanisms, including a Librarians Council, for eliciting advice from librarians on Library matters. The DOL shall solicit advice from the Librarians Council in order to ensure that the Council has effective input into such Library matters as major new initiatives and policy changes, consistent with this Agreement and the requirements of M.G.L. Chapter 150E. The Librarians Council shall include all bargaining unit librarians. Its operating bylaws shall be developed by a committee of the whole.

20.3.5 Compliance Officer:
The MSP Librarian Compliance Officer shall be responsible for monitoring compliance with Article 20 of the MSP Agreement. The MSP shall notify the DOL by July 1 of the identified MSP librarian compliance officer. This individual will be granted thirty-seven- and-a-half hours of release time each year by the University, to be taken in whatever increments deemed appropriate and necessary to fulfill the responsibilities of the position.

20.4 Procedures for Personnel Actions

20.4.1 Notice of Eligibility:
During a year in which a librarian is eligible for a reappointment or promotion review, notice of a personnel review for reappointment or promotion shall be sent to the librarian by the DOL according to the timeline defined in Article 20.13. Any resulting reappointment or promotion shall be effective on that librarian's anniversary date on the

anniversary date that prompted the personnel action. For the review for continuing appointment, this notice shall be sent according to the timeline defined in Article 20.13, prior to the date on which the librarian will have amassed the necessary five years of service as defined in Article 20.6.1.

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

(a) In line with faculty review processes, for all annual reviews and personnel actions, the levels of review shall consist of 1) the LPC, 2) the Direct/Immediate Supervisor, and 3) the Dean of University Libraries.

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

(c) The librarian shall submit to APWS any and all materials for inclusion in the basic file that the librarian believes will be relevant to the scheduled personnel action.

(d) When the basic file is forwarded from the designated administrator (as referenced in Article 24.5) to the Librarians' Personnel Committee, it shall contain:

(1) a current resume (including a list of professional accomplishments);
(2) the librarian's Annual Librarian Report and Evaluation of Professional Activities Forms;
(3) the librarian's description (in no more than 1,000 words) of achievements and growth accomplished since the date of appointment or last promotion;
(4) any and all materials submitted by the librarian; and
(5) For promotion to Librarian IV or V and for the review for continuing appointment, the file shall include letters of reference solicited by the Dean from individuals drawn from a list of colleagues, scholars and/or professionals that shall include but not be limited to those names suggested by the librarian, with a description of the professional standing of the referee and a statement of any relationship the referee may have had to the candidate. The Dean shall provide the letter of solicitation to the candidate prior to distribution. In addition, the Dean shall inform the candidate of the names of all referees prior to solicitation and shall be provided an opportunity for the candidate to comment on the appropriateness of those referees. Of those letters of reference:
    a. For continuing appointment, the candidate shall have at least four with at least one from someone outside the University Libraries;

b. For promotion to Librarian IV, the candidate shall have at least four from people outside the University Libraries, though that number may include people within the University;
c. For promotion to Librarian V, the candidate shall have at least five, with at least two from people outside the University.

(6) The file may also contain, at the discretion of the candidate, any or all of the following; for a review for continuing appointment, librarians are encouraged to submit sufficient materials to enable a determination of whether they have met the established criteria for such an appointment:

a. Copies and reviews of publication and/or evidence of other professional accomplishments, such as presentations, electronic products, etc.;
b. Letters of reference or commendation;
c. Samples of work that reflect the eight areas of evaluation identified in Article 20.8.2(d).

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

(1) the recommendation and numerical vote of the LPC;
(2) the recommendation of the direct supervisor;
(3) the recommendations of higher level supervisors; the recommendation of the DOL;
(4) the decision of the Provost; and
(5) other materials solicited, submitted, or received during the review process.

(f) The file shall be supplemented and reviewed at each successive level of recommendation or decision. When material is added to the basic file beyond the direct supervisor level, the LPC and the direct supervisor shall have the opportunity to respond as to its substance and appropriateness; unless it is protected by waiver, the candidate shall also have this opportunity.

(g) When a recommendation or decision is made at each step of the review process, the LPC shall be notified and an updated table of contents of the basic file and a copy of the recommendation shall be sent to the librarian.

(h) The materials in the basic file shall be accessible to the librarian, with the exception of any letters of reference or evaluation to which they have voluntarily waived access.

20.4.3 <u>Recommendations:</u>

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

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

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

20.5 Appointments

20.5.1 Posting of Vacancies

(a) When a vacancy is to be filled, notice, with a description of the position, shall be posted within the Libraries and/or externally for at least two weeks. A vacancy is defined as an unfilled position, inclusive of a new position, a vacated one, or one in which the position description and/or salary level have been altered in ways not covered by Article 20.5.4.

(b) The recruitment procedures and filling of vacancies shall conform to applicable affirmative action guidelines.

20.5.2 Procedure

A position description for a vacancy is developed by the administration, which determines the available budget for the position and establishes the potential range for rank. When appointment is possible at more than one rank, the advertisement indicates that the rank will be based on qualifications and experience. Applicants will be expected to submit a cover letter, resume, and the names of at least three professional references, which will be used in combination with the interview to determine the appropriate rank when a finalist is selected. Applicants invited for interviews will be provided materials by the administration explaining the appointment and promotion processes.

Search procedures shall conform to applicable affirmative action guidelines. The LPC shall have the opportunity to interview all final candidates and to recommend to the search committee those candidates

they believe should be offered the position and to the DOL the appropriate rank for each.

20.5.3 Criteria

(a) Initial Appointment Criteria: Librarians at the University of Massachusetts Amherst are classified into one of five ranks, Librarian I-V. For appointment to the rank of Librarian I or II, all librarians will have satisfied all the requirements of a master's degree in library science – or equivalent degree – from a program accredited by the American Library Association, or its appropriate equivalent in librarianship from another country, or have appropriate equivalent experience. For appointment to the rank of Librarian III, IV, or V, all librarians will have satisfied the requirements of a master's degree in library science—or equivalent degree—from a program accredited by the American Library Association, or its appropriate equivalent in librarianship from another country, or, in exceptional circumstances, have appropriate equivalent experience.

(b) For appointment as Librarian I, a candidate is an entry level librarian with little experience; is ready to assume the basic functions of a general librarian; and has qualifications appropriate to the specific job description.

(c) For appointment as Librarian II, a candidate has demonstrated considerable competency in a field of librarianship; participates in professional organizations; has some experience participating in committees; and has qualifications appropriate to the specific job description.

(d) For appointment as Librarian III, a candidate has demonstrated advanced competency in a field of librarianship; contributes to professional organizations and service groups in libraries, universities, and/or the community; and has qualifications appropriate to the specific job description.

(e) For appointment as Librarian IV, a candidate has demonstrated specialist competency in a field of librarianship; is recognized for substantial contributions and leadership in professional and service groups in libraries, universities, and/or the community; and has qualifications appropriate to the specific job description.

(f) For appointment as a Librarian V, a candidate has demonstrated expert competency in chosen field of librarianship; solid and consistent record of providing leadership and service to libraries, universities, and community; and has qualifications appropriate to the specific job description.

20.5.4 Changes in Assignment and Associated Salary Increases

(a) Prior to changing a position by assigning additional duties and responsibilities that warrant an increase in salary, the DOL shall post a description of the duties and responsibilities to be assigned within the Libraries for at least two weeks. The posting shall include:

(1) The duties and responsibilities
(2) The length of the assignment
(3) The amount of the salary increase or stipend
(4) If the assignment is temporary, a timeline for the decision by the DOL about whether to renew the appointment beyond the period of the initial assignment
(5) Whether the librarian will have any rights to return to their previous position and, if so, under what circumstances.

(b) Librarians who are interested in the assignment will be expected to submit a letter of interest. The DOL shall determine to whom the assignment will be made, and that determination shall not be grievable. In making such assignments, the DOL shall consider such factors as the needs of the Libraries, the professional expertise and experience of the librarian, and the professional interests of the librarian. Professional development and training needs to fulfill the new responsibilities shall be addressed as the DOL determines appropriate.

(c) Before a librarian is assigned additional duties and responsibilities that warrant an increase in salary, the librarian shall meet with the DOL or their designee to discuss the new duties and responsibilities. The DOL shall develop, if appropriate, a new job description and shall determine the appropriate amount of the salary increase, if any. Effective 9/1/25, the minimum administrative stipend for a coordinator position shall be $4025; the minimum administrative stipend for a Department Head shall be $5750. Before a librarian is given such an increase, or when a librarian is appointed (at the time of hire or subsequently) to a position that includes an administrative stipend, the DOL shall provide the librarian with a written description of the conditions that will govern the librarian's assignment and salary increase or stipend. That description shall include:

(1) The duties and responsibilities
(2) The length of the assignment
(3) The amount of the salary increase or stipend, which shall be co-terminous with the assignment
(4) If the assignment is temporary, a timeline for the decision by the DOL about whether to review the appointment beyond the period of the initial assignment

(5) Whether the librarian will have any rights to return to their previous position and, if so, under what circumstances

20.6 Contracts

20.6.1 Contract Duration. In their first five years of service, librarians shall receive contracts of one to three years, the combination of which shall not exceed five years, at the discretion of the DOL. After five years of continuous service at half-time or more, librarians who are reappointed shall be on continuing appointments without a termination date, unless given a one-year terminal appointment in accordance with Article 20.5.3. Such individuals may only be terminated for just cause (as defined in Article 18), or financial or programmatic reasons (as defined in Article 22L, Layoff). Continuing employment shall be dependent on successful completion of the review described in Section 20.6.3. A librarian who was initially appointed with prior relevant experience may, at the discretion of the DOL, be granted up to two years credit toward a continuing appointment.

20.6.2 Reappointment. Reappointment after the first through fourth year shall be at the discretion of the DOL, who shall consider such factors as performance, need for the individual's services, and availability of funding. Non-reappointment after the first through fourth year shall not be grievable.

20.6.3 Review for Continuing Appointment

(a) Notice of Review: Notice of eligibility for the review for continuing appointment shall be sent to the librarian according to the timeline defined in Article 20.13, prior to the date on which the librarian will have amassed the necessary five years of service as defined in Article 20.6.1.

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

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

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

(2) The outcome of a review for continuing appointment will be one of the following:

(a) Continuing appointment without an end date;
(b) A two-year extension of the librarian's term

appointment with “good cause”; or

(c) Non-reappointment.

(3) In this article, “good cause” means fair and honest reasons, regulated by good faith on the part of the Administration, that are not trivial, arbitrary, or capricious, unrelated to business needs or goals, or pretextual. A two-year extension shall be accompanied by a letter from the DOL setting forth the areas of required improvement.

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

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

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

20.7 Evaluation

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

20.7.2 Each librarian retains the right to respond in writing to any written comments made by any individual or group of individual on their evaluation and to have the response included in the evaluation. Librarians will be provided a maximum of three calendar days from notification of comments to respond at which time the evaluation will advance to the next level of the review.

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

20.7.4 Evaluations shall be based on the librarian's performance of assigned duties and responsibilities consistent with 20.10.3 below.

20.7.5 At the time of annual evaluation, the librarian and their supervisor shall meet to discuss whether the current job description accurately reflects the librarian’s assigned duties and responsibilities and to make any necessary revisions. The job description shall include all assigned duties, including clear expectations around service and professional development and scholarly activities.

20.8 Promotions

20.8.1 Procedures for Promotion

(a) During a year in which a librarian is eligible for promotion review, notice shall be sent to the librarian according to the timeline defined in Article 20.13; any resulting promotion shall be effective on the librarian's anniversary date in the academic year in which the review takes place. The librarian shall, within two weeks of receipt of the notice, indicate in writing to the DOL whether they wish to be considered for promotion.

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

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

20.8.2 Criteria for Promotion

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

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

To Promote to	Minimum Years of Service in Rank
Librarian II	2
Librarian III	3
Librarian IV	3
Librarian V	4

Exceptions to these minimum requirements may be granted at the discretion of the DOL, subsequent to seeking a recommendation from the LPC. Reasons for exceptions may include, but not be limited to, years of previous work experience and extraordinary professional accomplishments.

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

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

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

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

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

(1) Librarian I to Librarian II

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

(2) Librarian II to Librarian III

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

(3) Librarian III to Librarian IV

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

(4) Librarian IV to Librarian V

a. As evidenced in annual evaluations, fulfillment at an expert level of duties and responsibilities in the candidate's official position description and excellent performance of duties and responsibilities which include major administrative and/or technical responsibility and/or subject specialization, and/or other significant library-related contributions to the academic programs of the University.
b. Outstanding contributions in development, scholarly activities and service as a professional librarian. Provides leadership and service to Libraries, University and community.
c. Documentation showing that the candidate's knowledge of and contributions to librarianship are readily recognized by scholars and/or professionals in their field on and off campus.

20.9 Notice

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

Length of Continuous Service to the University	**Expiration of Appointment**	**Minimum Notice of Reappointment or Non-Reappointment Prior to Expiration of Appointment**
1st year of service	End of 1st year	3 months

2nd year of service	End of 2nd year	6 months
2nd year of service	End of 3rd year	12 months
3rd through 5th year of service	Any time	12 months

The Administration's failure to meet the notice deadlines specified shall entitle the librarian to a one-year terminal reappointment.

20.9.2 Notice of Resignation

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

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

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

20.10 Workload

20.10.1 The parties recognize that, as professional employees, the number of hours worked by full-time librarians in order to fulfill their assigned responsibilities may fluctuate from week to week. For the sole purpose of accruing and charging leave time, the work week shall be calculated as thirty-seven-and-a-half hours.

20.10.2 A librarian's workload shall be such that the librarian can reasonably be expected to discharge the assigned responsibilities within the percentage of time specified in the individual's contract. The immediate supervisor shall set in writing the general responsibilities of the librarian in light of individual specialties and qualifications, taking into account the needs and priorities of the Libraries and the University and consistent with what may reasonably be accomplished during a normal work week. The workload of a Department Head shall not be substantially greater than that of other professional librarians.

20.10.3 The librarian's workload consists of the following elements: professional practice (the provision of services to library users and the technical and administrative services required to deliver these user services); scholarly and/or professional activities; and internal and external professional service. Professional practice may include the teaching of credit courses.

20.10.4 The scheduling of librarians' working hours shall be the right of the DOL or designee. The development of a librarian's working schedule shall take

into account the following factors: the need of the Libraries to perform its service obligations to the University community, the librarian's professional specialization, and the preferences of the librarian. To the extent possible there shall be equitable treatment in the scheduling of librarians' hours.

20.10.5 Flexible Work Options

(a) The University recognizes that in order to attract, retain, and develop highly skilled librarians and partner with the Union in promoting a clean environment, there may be times when it is in the best interest of both the University and the librarian to consider options beyond traditional work locations and schedules. This flexibility must always meet the needs of the Libraries. Every Librarian is entitled to a flexible work arrangement when permitted by the nature of the work and provided the needs of the library are met. Flexibility is appropriate when both the needs of the University and the needs of the librarian are met.

Flexible work options may include a flexible work schedule, a compressed work week, or an alternative work site/telecommuting option. A librarian who proposes an alternative work site/telecommuting option must demonstrate that:

(1) the work assignment does not require a physical presence at the Libraries;
(2) the work assignment consists of results-oriented projects that are measurable and quantifiable;
(3) there is access to all equipment and technology necessary to support the arrangement; and
(4) the work location provides confidentiality of University records and information, and the librarian will use University approved equipment and software to do so.

(b) Process for Approval

The librarian shall make written application to their Department Head , demonstrating that the proposed arrangement will not interfere with or detract from the delivery of services or the day-to-day operations of the Libraries and will not create a hardship for other employees. The Department Head shall provide a written decision with rationale to the librarian within ten days of receipt of the request. Such requests shall not be unreasonably denied; approval shall require concurrence of the Dean of Libraries.

A flexible work option may be granted for a specific period of time or for an unspecified duration. All flexible work options shall be subject

to periodic reviews to determine whether continuation is in the best interests of the University and the librarian. When a flexible work option is approved, the Department Head shall specify in writing the frequency of such reviews, which shall be no less frequent than once a year. Notice of such reviews shall be provided by the Department Head at least seven days prior, and the review shall be based on the criteria used to approve the request. Violation of the terms of the approved flexible work option agreement shall be cause for immediate cancellation by the Department Head with written rationale. Any other cancellation shall require advance notice and written rationale.

A librarian who proposes an alternative work site/telecommuting option must attest in writing to the fact that the alternative work site is suitable for the responsibilities to be performed and that, for purposes of ensuring workplace safety, they will allow the University periodic inspection of the alternative work site with reasonable prior notice.

Given appropriate notice, a librarian who is approved for a flexible work option must attend onsite mandatory meetings and/or respond to emergency or unusual circumstances that the individual's supervisor, the Department Head or the DOL determines require such physical presence at the Libraries.

(c) Any procedural violations of Article 20.10.5 shall be grievable under Article 25, Grievance Procedures, but the decisions of the DOL shall not be grievable under Article 25.

20.11 43-Week Workyear

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

20.11.2 Librarians awarded a 43-week workyear shall receive a salary of eighty-

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

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

20.12 Research Leaves

20.12.1 A librarian on an appointment of at least half-time who is not yet eligible for a first sabbatical leave may be granted short-term professional leave after two years of service to the University at half-time or more. Such leave may be of varying duration, not to exceed two months within any two-year period. In the event a librarian's appointments since date of hire reflect varying percentage of appointment, such leave shall be granted on the basis of average percentage of appointment since initial hire. Such leave shall be approved by the Chancellor, based upon a proposal that clearly demonstrates the benefit to be gained by the University from the librarian's exposure to new ideas, skills, and practices. Six months of service upon return shall be required; a librarian who fails to fulfill the service obligation shall be required to repay the University the salary paid during the leave.

20.12.2 Librarians shall be eligible for sabbaticals as described in the University of Massachusetts Amherst Librarian Sabbatical Leave Policy set forth in Appendix C(L). This policy shall replace the University of Massachusetts Amherst Library Sabbatical Policy.

20.12.3 A librarian who wishes released time to pursue advanced study, research, or teaching or to attend professional meetings shall make written application to the DOL at least twenty days prior to the requested date for release. The request shall specify the reasons for the request, the activities to be undertaken, the benefit to the Libraries, and the amount of released time necessary to complete the project. The DOL shall provide their written decision to the librarian within ten days of receipt of the request. Such requests shall not be unreasonably denied.

20.12.4 All librarians shall be eligible to apply for internal UMass awards such as mutual mentoring grants, professional development grants/programs and similar opportunities that are relevant to their job duties. Librarians shall be eligible to apply to teach First Year seminars.

20.13 Timelines

Eligibility for reappointment, promotion, and continuing appointment is determined by the librarian's contract length. Librarians ineligible due to notice of non-reappointment will be notified according to the timeline in 20.9.1. If non-reappointment is determined after review of the reappointment package, a one-year terminal contract will be given in accordance with 20.9.1.

Annual Reports and Evaluations | Period of Review: July 1-June 30

May 15	ALR workflow launched for eligible MSP bargaining unit librarians in Faculty and Librarian Workflow System (FLWS)
July 10	Librarians submit annual report in FLWS
July 11	Annual report available to Librarians Personnel Committee and Personnel Committee review
August 1	Librarians Personnel Committee completes review. Librarian has 3 calendar days to respond to comments.
August 4	Annual report available to direct supervisor (typically Department Head) in FLWS. Evaluation interviews between Librarian and Direct Supervisor are conducted.
August 29	Direct supervisor completes review. Librarian has 3 calendar days to respond to comments.
September 1	Annual report available to Dean of Libraries in FLWS.
September 22	Dean's meeting with Librarians Personnel Committee (if required); 7 calendar days to meet
September 29	Dean completes review. Librarian has 3 calendar days to respond to comments.
October 2	Transmitted to Provost's office via FLWS

Continuing Appointments, Promotions, and Other Reappointments

For the purpose of personnel action management, Librarians shall be divided into two groups based on their date of hire. Promotions, continuing appointments, and other reappointments shall take effect on the librarian's anniversary date in the academic year in which the review takes place.

Group A Timeline

August 1	**Notice date for librarians with anniversaries from 01 February – 31 July of the upcoming year; librarian has 2 weeks to express intent**
August 15	Librarian confirms intent to pursue or defer action; **8 weeks** from confirmation to submit packet (including letters if any)
October 10	Packet (including letters) due to LPC; 15 business days to review
October 25	Due back to Librarian; Librarian has 3 business days to respond to comments
October 28	Direct Supervisors receive packet(s) for Group A; 15 business days to review

November 12	Due back to Librarian; Librarian has 3 business days to respond to comments
November 15	Dean of University Libraries or Designee receives packet(s) for Group A; 20 days to review
December 5	Due back to Librarian; Librarian has 3 business days to respond to comments
December 8	Group A process is complete. When anniversary date arrives, pay/contract is in place

Group B Timeline

February 1	**Notice date for librarians with anniversaries from 01 August – 31 January of the upcoming year; librarian has 2 weeks to express intent**
February 15	Librarian confirms intent to pursue or defer action; **8 weeks** from confirmation to submit packet (including letters if any)
April 12	Packet (including letters) due to LPC; 15 business days to review
April 27	Due back to Librarian; Librarian has 3 business days to respond to comments
April 30	Direct Supervisors receive packet(s) for Group B; 15 business days to review
May 15	Due back to Librarian; Librarian has 3 business days to respond to comments
May 18	Dean of University Libraries or Designee receives packet(s) for Group B; 20 business days to review
June 7	Due back to Librarian; Librarian has 3 business days to respond to comments
June 10	Group B process is complete. When anniversary date arrives, pay/contract is in place

Timelines for leaves, including short-term professional leaves and sabbaticals, and for Periodic Multi-Year Review (PMYR) of Librarians, will be according to the master calendar. This timeline will be piloted for one year and will then be re-evaluated by the Labor Management team to see if modifications are needed.

Article 21. Non-Tenure Track (NTT) Faculty

This article, except as otherwise described within it, shall apply to all bargaining-unit members identified as non-tenure track faculty in Article 2.2.2 of this Agreement, including Lecturer positions that have a working title of Professor of Practice.

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

21.2 Workload: Each non-tenure-track faculty member's workload shall be such that the faculty member can reasonably be expected to discharge the assigned responsibilities within the percentage of time specified in the individual's contract. Each three-credit course with scheduled hours of instruction for which the faculty member is the sole instructor of record shall provide at least a 25% full-time equivalent (FTE) appointment per semester. Courses taught by NTT faculty during fall or spring semesters for continuing education divisions (the Division of Continuing and Professional Education) shall be included in the calculation of an appointment's FTE for the purpose of accruing service credit toward eligibility for just- cause protection, for a continuing appointment, and for promotion, provided no FTE calculation shall exceed 100%. NTT faculty members shall receive on-base stipend for recurring work that they are regularly expected to perform during non-responsible periods.

Lecturers with a 100% FTE are expected to have service responsibilities and should have a commensurate reduction in teaching load.

21.3 Additional Work for Part-Time NTT Faculty: Additional bargaining unit work shall be offered, honoring departmental seniority among current part-time bargaining unit faculty whenever practicable, to current part-time bargaining unit faculty in that department who are determined by the Department Chair/Head to be qualified to perform the additional work in question, prior to hiring non-tenure track faculty outside the bargaining unit to do the work. In such instances, the Department Chair/Head shall provide notice of available work, including a description of the work and the required qualifications. Interested part- time bargaining unit faculty shall submit written notice of interest to the Chair/Head. If the work is assigned to a new appointee, rather than a current bargaining unit member, the Department Chair/Head shall provide a written explanation to the union, upon request, of the basis on which current bargaining unit members were deemed unqualified. This provision shall not be subject to grievance except for process violations; the Department Chair/Head's judgment of qualification shall not be subject to Article 25, Grievance Procedure. This provision shall not apply to those faculty members who have Clinical titles in the College of Nursing.

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

21.5 Evaluation of Non-Tenure Track Faculty: The annual evaluation of all non-tenure-track faculty shall be conducted under the terms of Article 33. The department chair shall provide the job description relevant to the period of review to the department personnel committee for purposes of merit decisions and promotion.

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

21.7 NTT Faculty Access to Resources.

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

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

21.7.3 Full-time non-tenure track faculty shall have access to non-financial support services and resources such as orientation, workshops, consultations, and online learning modules. Full-time non-tenure track faculty shall also continue to be eligible for the Center for Teaching and Learning fellowship funding and Lilly Fellowships, but not PMYR support, which is specifically designated for tenure-system faculty.

21.8 Reappointment of NTT Faculty at less than 50% FTE.

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

Nursing.

All non-tenure track faculty members at less than 50% FTE shall receive notice of reappointment or non-reappointment before the end of their contract period.

21.9 NTT Faculty at 50% FTE or Greater: These provisions shall apply to all non-tenure track faculty members with appointments at 50% or greater who are appointed on any funding source other than gifts, grants, and contracts. This provision shall not apply to NTT faculty with Clinical titles in the College of Nursing.

21.9.1 Appointments, Reappointments, and Notice Periods.

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

(b) When the Chair/Head believes that the appointment of NTT faculty is unlikely to be renewed because the appointment is intended to fill a clearly temporary need, such as to teach the courses of a tenured faculty member on sabbatical, the Chair/Head may offer the NTT faculty member an appointment for one year or less and designated as "terminal," for which no notice of appointment or reappointment is required and for which the following provisions for reappointment do not apply. Such temporary appointments may not exceed two (2) years of full-time equivalent service. Should a temporary NTT faculty member be appointed beyond two (2) years in total of full-time equivalent service, application of the provisions 21.9.1(c) through (j) and 21.9.2 shall apply and be retroactive to the faculty member's initial date of employment.

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

NTT Appointments at 50% - 100% FTE					
FOR INITIAL AND RECURRING APPOINTMENTS OF 1 SEMESTER:					
Initial Appointment	Notice of Reappointment or Non-reappointment	First Reappointment	Notice of Reappointment or Non-reappointment	Subsequent Reappointments	
				*If reappointment results in less than **3** FTE years of accrued service‡*	*If reappointment results in more than **3** FTE years of accrued service‡*
1 semester	Before end of semester	1 semester	Before end of semester	1 semester; notice before end of semester	Any reappointment would be a continuing appointment
FOR INITIAL APPOINTMENTS OF 1 YEAR OR MORE:					
				Subsequent Reappointments	

Initial Appointment	Notice of Reappointment or Non-reappointment	First Reappointment	Notice of Reappointment or Non-reappointment	*If reappointment results in less than **4** FTE years of accrued service‡*	*If reappointment results in more than **4** FTE years of accrued service‡*
1 year	March 1 or at least 3 months before appointment end date*	1 year	December 15 or at least 6 months before appointment end date*	2 years; notice by August 15 of penultimate year	Any reappointment would be a continuing appointment
2 years	December 15 or at least 6 months before appointment end date*	2 years	August 15 of 3rd year of service or at least 12 months before appointment end date*	2 years; notice by August 15 of penultimate year	
4 years	August 15 of 3rd year of service or at least 12 months before appointment end date*	2 years if reappointment results in less than 4 FTE years of accrued service; notice by August 15 of penultimate year			

* Note notice deadline variations specified in paragraphs c, d, e, and f below.
‡ Appointments are made by numbers of academic semesters/years, but the calculation of service credit toward eligibility for continuing appointments is made in FTE years. A 50% FTE appointment accrues service credit at only half the rate of a 100% FTE appointment. Any appointment that results in the accrual of 4 or more FTE years must be a continuing appointment.

(d) NTT faculty in their first or second year of service at 50% or greater FTE who have a one-semester appointment should receive notice of reappointment or non- reappointment no later than the end of that semester. This notice shall be asynchronous from the appointment letter.

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

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

(g) Individuals in their third FTE year of service at 50% or greater FTE shall receive notice of reappointment or non-reappointment no later than August 15 of that academic year if the appointment expires at the end of the academic year; or, if the appointment terminates during an academic year, notice at least twelve months before its termination. This notice shall be asynchronous from the appointment letter.

(h) Failure to meet the notice deadlines specified in paragraphs c, d, e, or f above shall entitle the individual to an appointment equivalent to the notice period, payment in lieu of the notice period or some combination.

(i) Reappointments through the first four years of full-time-equivalent service shall be at the discretion of the Dean with the recommendation of the Chair/Head, who shall consider such factors as performance, need for the individual's services, and availability of funding. Non-reappointment within the first four years of full-time-equivalent service shall not be grievable.

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

21.9.2 Continuing Appointments.

After three years of continuous full-time-equivalent service, with no break in service (as defined in Art. 21.11) greater than one semester, NTT faculty shall be reappointed to continuing appointments without a termination date except under the following circumstances:

- Just cause exists for termination or non-reappointment.
- The Dean determines that the work performed by the individual will not be performed in the college/school by a non-tenure track faculty member.
- The Administration has given the faculty member written notice of non-reappointment beyond the fourth year of full-time-equivalent service no later than August 15 prior to the start of that fourth academic year if the appointment expires at the end of that year, or at least twelve months in advance of its termination if an appointment terminates during the fourth academic year. Full-time non-tenure track faculty members on one-semester appointments shall be deemed to have met the three-year service threshold after six semesters of appointments during which there are no breaks in service of more than one semester at a time.

(a) Individuals who were hired prior to September 1, 2022 are eligible for continuing appointment as described above. Notice of non-reappointment before August 15 at the end of the third year, shall be at the Dean's discretion and shall not be grievable.

(b) For individuals who are hired effective 9/1/2022 and later, a continuing appointment must result from a successful review in the

academic year in which the third FTE year of service will be achieved. Notice of non-reappointment before August 15 at the end of the third year, shall be at the Dean's discretion and shall not be grievable. The purpose of the probationary period for non-temporary appointments is to provide for the mentoring and evaluation of an employee. To receive a continuing appointment the individual must demonstrate convincing evidence of effectiveness in teaching, and promise of future professional development and achievement. If the individual's primary job responsibilities do not include teaching, the individual must demonstrate convincing evidence of effectiveness in their assigned job responsibilities (as provided in their written job description) and promise of future professional development and achievement.

Review Process for Continuing Appointment (applicable to appointments effective 9/1/2022 and later)

(1) An eligible candidate assembles a portfolio of accomplishments in their areas of responsibility, including a brief personal statement and a current *curriculum vitae* and any other materials that they believe will be essential to an adequate consideration of the case (such as Forward Focus evaluations when applicable and any other evidence of teaching effectiveness not otherwise submitted by the Department Chair). The department chair/head will add the candidate's job description, evidence of teaching effectiveness including SRTIs if applicable, and all completed AFRs with contemporaneous comments. No letters, internal or external, shall be solicited or required unless the candidate requests to include them.

(2) The review for continuing appointment will usually occur during the spring semester of the candidate's third year at UMass. The department head/chair shall notify the candidate by September 1st of the academic year in which the review will occur. The candidate must submit the portfolio to the Department Chair no later than the first day of the spring semester of the academic year in which they will achieve three years of full-time equivalent service.

(3) The Department Chair reviews the file and forwards their recommendation to the Dean with a copy to the candidate.

(4) The Dean reviews the file and forwards their recommendation to the Provost with a copy to the candidate and all previous levels of review.

(5) The Provost reviews the file and informs the candidate and all previous levels of review of their decision. A candidate who is not awarded a continuing appointment shall be given a one-year terminal reappointment or at least one year's notice of non-reappointment.

The terms of Article 21.9.2 shall not apply to departmental programs in the Departments of Music and Dance and Mathematics and Statistics that are explicitly designed to bring to campus faculty members and/or working professionals for short-term assignments, nor to spousal appointments that are effective on or after September 1, 2009, to whom this provision shall apply after six rather than three years of continuous full-time equivalent service.

Advanced Trainees/Teaching Fellows may be appointed as lecturers and assigned working titles appropriate for the discipline for no more than two years with an appointment letter that defines the duration of the appointment. Notice of non-reappointment shall not apply to these two-year appointments. Appointments may be extended upon agreement with MSP. If the individuals are reappointed for a third year, Article 21.9.2 (continuing appointment) shall apply and the individual will be entitled to a review for continuing appointment. MSP shall be provided a list of such appointments at least once annually.

21.9.3 Professional Engagement Support

Deans may, at their own discretion, provide additional compensation to non-tenure-track faculty in order to engage in professional development activities during periods of non-reportability. Deans may also, at their discretion, release non-tenure-track faculty from limited assigned duties during periods of reportability to engage in professional activities directly related to the faculty member's academic duties. In granting such release, the Dean may require the faculty member to arrange for coverage of her/his duties during the period of absence. A Dean's decision not to provide such additional compensation or release from duties in response to any individual's proposed activity shall not be subject to grievance.

21.9.4 Termination for just cause.

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

University will make attempts at remediation prior to invoking dismissal procedures. Dismissal procedures will not be used to restrain faculty members in the exercise of their academic freedom, or in the exercise of any other rights they possess as members of society. If the effective date of the dismissal for cause of an individual in their first, second, or third year of service is prior to the expiration date of their appointment, and in all cases of dismissal for cause involving those on continuing appointments, the individual shall be entitled to due process prior to dismissal. During the consideration of dismissal for cause, the individual shall continue to receive their full salary. If in the judgment of the Administration the continued service of the individual would do serious harm to the University, the individual may be relieved of duties. In all cases of dismissal for cause, the procedures outlined in Article 21.12 shall be followed.

21.9.5 Layoff of NTT Faculty with Continuing Appointments

(a) Reduction or Elimination of Work. Any individual who has a continuing appointment may be laid off if the Dean determines that the work performed by the individual is being eliminated, reduced, or reassigned to a tenure-stream faculty member. In such cases, the individual shall be entitled to notice at least one year prior to the effective date of the layoff. Written reasons for the layoff shall be provided to the individual and to the Union. Such a layoff shall not be deemed retrenchment under Article 22, and none of the terms of that article shall apply. The work being done by the individual identified for layoff may continue, provided the remaining work is

(1) less than 50 percent FTE and,
(2) performed at a reduced level by remaining non-tenure-track faculty members, if those remaining faculty members are qualified to perform that work and have greater seniority, or if the remaining faculty member has additional duties that are outside the qualifications of the terminated non-tenure-track faculty member.

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

Research Associate Professor, Research Professor, Extension Assistant Professor, Extension Associate Professor, Extension Professor, Instructor, or in positions, excluding student employment, with duties and responsibilities substantially the same as those commonly performed by the holders of these titles.

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

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

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

(f) Retrenchment. At any time during an individual's service, the individual may be subject to retrenchment in accordance with the

provisions of Article 22 of the Agreement. In such cases, the notice provisions and all other terms of that article shall apply, anything above to the contrary notwithstanding.

21.10 Provisions Specific to Lecturer Titles

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

21.10.2 Progression in ranks.

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

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

21.10.3 Eligibility for promotion. All Lecturers with at least six years of full-time-equivalent service as a Lecturer, Lecturer II, Clinical Assistant Professor, Clinical Associate Professor, Clinical Professor, Instructors, or in a position, excluding student employment, with duties and responsibilities substantially the same as Lecturer, will be eligible for consideration for promotion to the rank of Senior Lecturer. All Senior Lecturers with at least six years of full-time-equivalent service as a Senior Lecturer or in a position, excluding student employment, with duties and responsibilities substantially the same as Senior Lecturers, will be eligible for consideration for promotion to the rank of Senior Lecturer II. Service in other titles not explicitly enumerated herein or service in comparable positions at other institutions may be credited towards eligibility for promotion at the time of appointment to a lecturer position if it is included in the offer letter or written agreement. If a faculty member doesn't have credit for prior service in their respective offer letter than the parties agree to review a request for credit of prior service on a case by case basis.

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

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

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

(a) Candidates who believe they are eligible to apply for promotion consult with the Department Chair/Head to confirm eligibility.
(b) The candidate assembles a portfolio of accomplishments in their area(s) of responsibility, including a personal statement, a current

curriculum vitae, and all other materials that the candidate believes will be essential to an adequate consideration of the case and submits the portfolio to their Department Head/Chair.

(c) If the candidate wishes to include in the portfolio letters of evaluation from scholars or professionals in other University departments or from outside the University, they supply a list of such evaluators to the Department Head/Chair with the portfolio. The Head/Chair solicits evaluations from the individuals suggested by the candidate and may solicit evaluations from other relevant scholars and professionals.

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

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

(f) The Department Head/Chair reviews the portfolio and forwards their recommendation to the relevant college review committee (as described in paragraph 21.10.5(g) below), simultaneously sending a copy to the candidate.

(g) Colleges will be notified that they must elect their College Review Committee no later than the first day of the spring semester each academic year. College Review Committees shall be constituted to include a minimum of three lecturers, elected by the lecturers in the respective schools and colleges. These committees review the portfolio and forward their votes and recommendations to the Dean, simultaneously sending a copy to the candidate.

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

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

21.10.6 Timing: The candidate may submit their portfolio no later than the first day of the spring semester of the academic year in which the candidate has accrued or will accrue the equivalent of six years of full-time service in their r current rank. The review process will be conducted during the spring semester of that academic year; resulting promotions will be effective on the following September 1st. The candidate will be notified of the Provost's decision no later than August 15 of the summer after the academic year in which the review takes place.

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

21.10E **Provisions specific to extension faculty**

Promotion criteria and procedures for extension faculty can be found in Appendix J: Promotions for Faculty with Extension Titles.

21.10R **Provisions specific to research faculty**

Promotion criteria and procedures for research faculty can be found in Appendix K: Promotion Criteria and Review Process for Non-Tenure Track Faculty with Research Titles.

21.10S **Provisions specific to Senior Research Fellows in the Institute for Applied Life Sciences (IALS)**

The parties shall meet for the purpose of negotiating the promotion criteria and procedures, evaluation criteria and procedures, and eligibility for continuing appointment for Senior Research Fellows, which shall become effective upon execution during the term of this Agreement. Said negotiations shall commence during the Spring 2022 semester. Under the terms of this agreement, Senior Research Fellows in IALS shall receive all applicable benefits of MSP bargaining unit members, including ATB salary increases in this agreement as well as vacation, personal, sick time, parental leave, sick leave bank, and other benefits.

21.10C **Provisions specific to clinical faculty outside the College of Nursing**

The parties agree that the titles Clinical Assistant Professor, Clinical Associate Professor, and Clinical Professor may be used outside the College of Nursing when faculty members are responsible for supervising practical or applied experiences for students in their field. The parties will discuss whether future use of the clinical designation may be appropriate. Clinical faculty shall have all rights and benefits of non-tenure-track faculty under Article 21, except their salary floors and promotion increments shall be the same as those of tenured faculty.

21.11 Professional Development Fellowships: Non-tenure track faculty (excluding those with access to sabbaticals or those who are funded entirely on grants or contracts) who have completed six years of service are eligible for Professional Development Fellowships. Fellowships shall be awarded to 12 eligible faculty annually through a competitive application process that will provide a one semester release for professional improvement activities that shall directly relate to the faculty member's job responsibilities or advance important initiatives for their department or college. Applications for Fellowships will be submitted to the Department Personnel Committee for recommendation to the Dean. All applicants will be reviewed by the Dean and forwarded to the Provost. The Provost will make the final determination which shall not be subject to the grievance and arbitration procedure.

21.12 Continuity of Service and Seniority.

21.12.1 Continuity of service and accrual of seniority shall not be deemed broken by:

(a) Periods of authorized leave.
(b) For faculty without benefits, absences of four or fewer consecutive semesters for reasons that would meet the qualifications for family

leave under the Family Medical Leave Act.

(c) Periods of fewer than three consecutive semesters without appointments due to unavailability of work as determined by the Administration.

(d) Absence of four or fewer consecutive semesters for the purpose of professional development as recommended by the Department Chair/Head and approved by the Dean.

(e) Periods of layoff, but additional seniority shall not accrue during such periods of layoff.

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

21.13 Suspension and Dismissal for Disciplinary Reasons

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

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

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

21.13.4 Suspension and Dismissal Hearing Procedures. These procedures shall apply to all instances where suspension or dismissal of a non-tenure system faculty member is being considered except those covered by the "Policy on Responsible Conduct of Research and Scholarly Activities"[3] as implemented by the campus's established written procedures.

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

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

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

Department Chair/Head.

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

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

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

(d) Hearing and Recommendation.

(1) The appropriate Dean shall convene the Departmental Personnel Committee (or a sub-committee as determined by the Departmental Personnel Committee), or where one does not exist an ad hoc committee (hereafter referred to as the Hearing Panel), for the purpose of conducting a hearing and rendering a recommendation for disposition of the charges.
(2) The Hearing Panel shall designate a Chair.
(3) The Hearing Panel shall conduct a hearing in accordance with the following:

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

of proof.

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

(e) Decision by Appropriate Dean. Upon consideration of the Hearing Panel's findings and recommendation, the appropriate Dean shall determine whether to: 1) reject the charges; 2) suspend or dismiss the faculty member; or 3) take other action, and shall, within fourteen days of receipt of the CPC's recommendation, notify the academic Department Chair/Head, the faculty member, and Union in writing. If the DPC has not recommended suspension or dismissal and the Dean decides to proceed, the Dean must provide compelling reason for doing so.

(f) Appeal to Provost. The faculty member may file a written appeal of an adverse decision by the appropriate Dean to the Provost, whose decision shall be rendered in writing within fourteen days of receipt of the Dean's decision and is final.

(g) In the event a unit member elects to file such an appeal, the timeline for filing a grievance, up to and through arbitration, shall commence upon receipt of the Provost's decision.

21.14 Continuing Appointment and promotion to Senior Lecturer

The parties shall reopen Article 21 to develop and implement new terms and conditions specific to lecturers. The parties will convene a labor/management committee with not more than three representatives chosen by MSP and not more than three representatives from administration within 120 calendar days after the contract is ratified and approved. The committee will develop processes and timelines for concurrent reviews for continuing appointment and Promotion to Senior Lecturer. The committee may choose to consider other NTT titles that are eligible for continuing appointment, e.g. Extension faculty.

Only committee members will attend committee meetings and participate in committee deliberations. Their work shall be completed within six months of the beginning of discussions, and implementation of new terms and conditions will be delayed until 9/1/2026.

Upon agreement, the following will be implemented: The review for continuing appointment and Promotion to Senior Lecturer will be concurrent in the fourth year of FTE service, and upon successful review, Lecturers will be promoted to Senior Lecturers. NTT faculty who are spousal hires will no longer be excepted from the provisions of 21.9.2. In addition, a new rank will be created; lecturers with at least 6 years of service in the rank of Senior Lecturer II can apply for Promotion to the rank of Senior Lecturer III, with the same criteria for Promotion to Senior Lecturer II. There will also be an increase in the number of Professional Development Fellowships for NTT faculty not eligible for sabbatical to 15 (fifteen) each year.

Article 21C. Clinical Nursing Faculty

21.1C Workload

21.1.1C General Responsibilities. All faculty with "Clinical" titles are responsible for teaching and maintaining clinical practice. Clinical nursing faculty hired before July 1. 2004 shall be exempted from responsibility for maintaining clinical practice. The practice requirement shall not be enforced by the Administration until the University establishes its own practice plan and negotiates mandatory subjects of bargaining associated with the implementation of such University Practice Plan. Faculty may fulfill the clinical practice requirement outside the University Practice Plan. Clinical nursing faculty engaged in practice outside any University Practice Plan, like all faculty, are subject to Trustee Policy T96-047, "Policy on Faculty Consulting and Outside Activity." However, the University shall make no claim on any earnings received from performing practice outside the University Practice Plan.

21.1.2C Nursing Scholarship. Clinical nursing faculty at the rank of Clinical Assistant Professor and higher are, in addition to the above, responsible for nursing scholarship (as defined by AACN).

21.1.3C Service. Clinical nursing faculty at the rank of Clinical Instructor shall be responsible for service on one College of Nursing committee per academic year and college retreat days. They shall not be responsible for assuming leadership roles (such as clinical coordinator or program director) except as may be mutually agreed to by the Instructor and the Dean with commensurate relief from other duties. Clinical nursing faculty in the progressive ranks shall be responsible for service. All clinical nursing faculty are expected to attend faculty meetings.

21.1.4C Teaching Loads. Full-time faculty with the title “Clinical Instructor” shall normally have a teaching load of 18 course credit hours (without regard to type of course) per academic year. Full-time clinical faculty in the progressive ranks of Clinical Assistant Professor, Clinical Associate Professor, and Clinical Professor shall have a baseline teaching load of 16 course credit hours per year; however, no faculty member shall be assigned more than 4 credit hours of clinical instruction per semester unless by mutual agreement. This workload is inclusive of all teaching, including clinical supervision. Individual faculty may negotiate with the Dean teaching loads less than 16 course credit hours by using grant funds to buy out their time or by providing other valuable service to the College of Nursing (such as Director of the Doctor of Nursing Practice Program or Clinical Coordinator).

21.1.5C Clinical Practice.

Within one semester of the implementation of a University-sponsored practice plan, clinical nursing faculty members in all titles except Clinical Instructor and at all ranks are responsible for maintaining ongoing clinical practice (except as exempted in Section 1 above) equal to an average of four hours per week for every workweek in the faculty member's appointment period (a total of 112 hours for the academic-year faculty or 168 hours for calendar-year faculty). Those hours may be distributed across the year or may be concentrated at the faculty member's discretion, in parties of the year (such as summer or winter break).

Defining Clinical Practice. Clinical practice is an important and highly relevant aspect of the clinical track faculty role and is consistent with the mission statements of the UMass Amherst College of Nursing. In addition to contributing to the attainment of the overall mission of the Colleges and University, clinical practice helps to maintain state-of-the-art relevance and currency in the College's curriculum and teaching, assists the Colleges to develop and maintain strong partnerships with clinical agencies for the purposes of promoting evidence-based health care, improving quality and safety, developing clinical placements, and increasing the involvement and influence of the College's faculty. Clinical practice provides opportunities for identifying clinical problems that need to be addressed through scholarship, advocacy and/or policy change, and for responding to community needs based on the historical commitment of nursing to meet the needs of vulnerable and disadvantaged populations.

"Clinical Practice" may include any of the following documented activities, which must be mutually agreed upon, in advance, by the faculty member and the dean or dean's designee.

- Working in a direct-care role with the individuals/families/communities – in a staff nurse OR an advanced-practice nurse role – commensurate with their faculty role and level of certification.
- Working in a joint appointment with the College and a healthcare institution/agency, in a formalized role (paid or unpaid) in a clinical agency, school, or institution providing nursing expertise in areas such as staff education, consultation, administration, professional development, or quality/performance improvement.
- Working in nursing roles in volunteer agencies, such as free clinics, Healthcare for Homeless or similar agencies, and shelters.
- Actively working in a paid or unpaid role in an organization that is shaping local, state, or national health care-related policy.
- Working in some other approved practice role arrangement that

meets the purposes of the College's mission and the definition of nursing as defined by the current ANA. (ANA definition as of November 2016: "Nursing is the protection, promotion, and optimization of health and abilities, prevention of illness and injury, alleviation of suffering through the diagnosis and treatment of human response, and advocacy in the care of individuals, families, communities, and populations.")

21.2C Appointment and Reappointment of Clinical Nursing Faculty

These provisions shall apply to all non-tenure track faculty in the College of Nursing with the titles Clinical Instructor, Clinical Assistant Professor, Clinical Associate Professor, Clinical Professor.

21.2.1C Initial Appointment of Clinical Nursing Faculty

For the initial appointment of a clinical faculty member, the Personnel Committee of the College of Nursing shall recommend the selection and academic rank of candidates to the Dean, who shall have, with the approval of the Provost, final discretion in the appointment and rank of such faculty. If the appointment occurs during a period of non-responsibility for members of the Personnel Committee, the Dean shall have the authority to determine the rank and to make the final selection of the clinical nursing faculty member. Upon such determination, the Dean shall inform the Personnel Committee of the appointment and rank.

Clinical nursing faculty initially appointed after January 1, 2015, at less than 50% full-time-equivalence shall be eligible for appointment only at the rank of Clinical Instructor.

Clinical nursing faculty are not eligible for tenure. Faculty members in the college of Nursing shall not transfer from the tenure track to the clinical track.

21.2.2C Reappointment of Clinical Nursing Faculty at Less Than 50% FTE

All faculty members with clinical nursing titles who have appointments at less than 50% FTE and who are appointed on any funding source other than gifts, grants, and contracts and who have at least six academic years of continuous service (or who consistently have taught one semester per year for nine continuous years without a break in service as defined in Article 21.11) and who are not replacements for tenure system faculty members shall be given priority for reappointment over non-bargaining unit members and shall be provided with written reasons if they are not reappointed and an individual not previously employed by the University is appointed to their vacated position.

21.2.3C Clinical Instructors

The title Clinical Instructor is a non-progressive rank assigned to faculty who do not have a terminal degree or who are not engaged in nursing scholarship and/or who are appointed at less than 50% FTE.

21.2.4C Areas of Responsibility & Basis of Evaluation for Clinical Instructors.

All Clinical Instructors are expected to be active and to be evaluated for reappointment primarily in two areas of faculty responsibility: teaching and limited service, which are defined as follows:

- Teaching encompasses but is not limited to clinical, laboratory, classroom, and online teaching, using various instructional and assessment methods; contributions to course and program curricula and methods.
- Service shall be limited to participation in no more than one College of Nursing committee per academic year and college retreat days.

21.2.5C Clinical Nursing Faculty at 50% FTE or Greater

Except as described below, the provisions of Article 21.9 of this Agreement shall apply to all faculty members with clinical nursing titles who have appointments at 50% or greater and who are appointed on any funding source other than gifts, grants, and contracts.

(a) Appointment, Reappointments, and Notice Periods. All provisions of Article 21.9.1 shall apply to faculty members with clinical nursing titles who have appointments of 50% FTE or greater. In addition to the reappointment factors considered under Section H of 21.9.1, the dean shall consider the faculty member's maintenance of nursing licensure/certification (when such licensure/certification was a condition of hiring or when required by respective accrediting bodies or by applicable governmental entities) ongoing nursing practice (as applicable), and promise of continuing professional development.

(b) Continuing Appointments. All provisions of Article 21.9.2 shall apply to faculty members with clinical nursing titles who have appointments of 50% FTE or greater with the following qualification: A continuing appointment shall not be awarded solely on the grounds of reappointment, but rather a continuing appointment must result from a successful review in the academic year in which the fourth FTE year of service will be achieved. To receive a continuing appointment in their current rank, the individual must demonstrate convincing evidence of:

- Sustained effectiveness in clinical instruction and in related aspects of teaching, such as curriculum development;
- For faculty in the progressive ranks, sustained achievement in scholarship (as nursing scholarship is defined by AACN);
- Ongoing maintenance of nursing licensure/certification (when such licensure/certification was a condition of hiring or when required by respective accrediting bodies or by applicable governmental entities) nursing practice, and – if applicable – advanced practice certification;
- Promise of future professional development and achievement; and sustained contributions in service.

(c) Review Process.

(1) An eligible candidate assembles a portfolio of accomplishments in their area(s) of responsibility, including a personal statement; a current *curriculum vitae;* evidence of teaching effectiveness, nursing scholarship, and service; and all other materials that the candidate believes will be essential to an adequate consideration of the case and submits the portfolio to the office of the Dean.

(2) The clinical nursing faculty member may (at their option) provide to the Dean the names of recognized scholars in the candidate's area of nursing scholarship. The candidate shall provide those names in writing no later than September 1 for reviews occurring in the following spring semester.

(3) Feedback from clinical agencies can be included in the file (assessment form to be bargained with the MSP).

(4) The College Personnel Committee reviews the file and forwards its vote and recommendation to the dean with a copy to the candidate. The Dean reviews the file and forwards their recommendation to the Provost, with a copy to the candidate and all previous levels of review.

(5) The Provost reviews the file and informs the candidate and all previous levels of review of their decision.

(d) Timing. The eligible candidate will submit their portfolio and all other required materials no later than the first day of the spring semester of the academic year in which the candidate achieves, or will achieve, four years of full-time equivalent service with an appointment of at least 50% FTE. The review process will be conducted during the spring semester of that academic year. The candidate will be notified of the Provost's decision no later than August 15 of the summer after the academic year in which the

review takes place.

(e) Review Outcomes. The outcome of a review for continuing appointment will be one of the following:
    (1) Continuing appointment without an end date;
    (2) Non-reappointment.

A faculty member with a clinical nursing title who is not granted a continuing appointment following the review process outlined above shall be given a one-year terminal reappointment.

(f) Periods of Responsibility. Clinical nursing faculty appointed on an academic-year basis shall, by default, have periods of responsibility consisting of fall and spring semesters and immediately adjacent weeks included in the campus academic-year calendar. However, to facilitate clinical placement of students, the Dean and a clinical nursing faculty member may agree in writing that summer shall constitute for that faculty member a period of responsibility rather than either fall or spring semester, provided that the summer period is designed to be equal in duration to a semester. Such reassigned period of responsibility is permissible only if non-state funds suffice to support half of that person's annual salary for work done in summer. The agreement for a reassigned period of responsibility may be for a fixed period or may be open-ended. If that period is open-ended, the reassignment must be revocable by either the Dean or the faculty member with one year's written notice. A clinical nursing faculty member's initial appointment or subsequent reappointment may require summer rather than fall or spring as a primary period of responsibility; under those circumstances, a change in the period of responsibility is permissible only upon written agreement between the Dean and the faculty member. (If Massachusetts repeals laws prohibiting use of state funds for instruction outside fall and spring semesters, this section's requirements for use of non-state funds shall become moot.)

(g) Course-Swaps. For academic-year appointees, the clinical nursing faculty member and Dean may agree (in writing in advance) to "swap" one or more courses from fall or spring semester to summer without a change in primary periods of responsibility and without additional compensation. Any swaps resulting in summer teaching are permissible only if non-state funds suffice to support the courses taught in summer.

(h) Termination for Cause. All provisions of Article 21.9.3 shall apply to faculty members with clinical nursing titles who have appointments of 50% FTE or greater with the following qualification: Upon

receiving a continuing appointment, a clinical nursing faculty member may be terminated for just cause, including causes described in Article 21.9.3, (but also including failure to maintain appropriate licensure/certification (when such licensure/certification was a condition of hiring or when required by respective accrediting bodies or applicable governmental entities), and clinical practice as applicable).

(i) Layoff. All provisions of Article 21.9.4 shall apply to faculty members with clinical titles who have continuing appointments and/or appointments of 50% FTE or greater. Order of layoff shall be consistent with Article 21.9.4. Seniority shall determine the order of layoff among individuals whose duties and responsibilities and expertise are, in the judgment of the Administration, substantially the same. A faculty member with a continuing appointment but without certification becomes ineligible to teach in an academic program due to certification requirements newly imposed by an accrediting body or governmental entity shall not be terminated for cause but shall be laid off with one year's notice or after a period reasonably sufficient in which to acquire certification, provided that period is no greater than 18 months; however, if that laid-off faculty members subsequently becomes appropriately certified, the faculty member shall be called back before the Administration hires into the applicable program a person from outside the bargaining unit.

Suspension or Termination for Cause. In all cases of suspension or termination for cause, the provisions of Article 21.12 shall apply.

21.3C Promotion

21.3.1C Eligibility for Promotion. Eligibility for promotion shall be based on the sustained fulfillment of the promotion criteria and not on years of service although a record of performance must be sufficiently long in one rank to suggest continuing promise of development and achievement after promotion. Therefore a clinical nursing faculty member may apply for promotion at any time consistent with the Campus Master Calendar's deadlines for promotion applications.

21.3.2C Composition of the Personnel Committee. For evaluation of cases involving the promotion of clinical nursing faculty, the Personnel Committee must comprise clinical nursing faculty equal in numbers to tenure-stream faculty. If the standing personnel committee does not include sufficient Clinical nursing faculty for that purpose, the College shall elect clinical nursing faculty sufficient to achieve equal numbers; the additionally elected clinical nursing faculty shall review only the cases of clinical nursing faculty. Any clinical nursing faculty elected to the original Personnel

Committee and not added for the purpose of achieving equal numbers of clinical nursing faculty as described in this paragraph shall participate in the review of all faculty, including tenure-stream faculty.

21.3.3C Application & Review Process for Promotion to Clinical Associate Professor or Clinical Professor.

(1) A clinical nursing faculty member who intends to apply for promotion shall notify the Dean in writing no later than June 1 for applications due the following January to the Dean's office.

(2) The clinical nursing faculty member applying for promotion to the rank of Clinical Associate Professor or Clinical Professor shall provide to the Dean the names of at least two recognized scholars in the candidate's area of nursing scholarship. The candidate shall provide those names in writing no later than June 1 for applications due the following January. The personnel Committee and the Dean shall each add to that list the names of two additional relevant scholars from whom evaluations of the candidate's professional record shall be solicited. The candidate may comment on but may not require the removal of any name from the final list of six outside evaluators and may review and comment on the solicitation letter before it is sent.

(3) A candidate for promotion shall compile and submit to the Dean by the deadline established on the campus's official calendar of personnel action deadlines, a basic file that contains the materials required by Article 12.7.6; the basic file shall also contain the candidate's three most recent AFRS (see Article 33.2.3). The candidate shall also ensure that the basic file includes evidence resulting from multiple methods of evaluation of teaching effectiveness including clinical instruction (see Article 33.4). The basic file, any subsequent additions to it, and reviewers' recommendations, may be submitted and processed electronically.

(4) The College Personnel Committee shall review the basic file and any additions to it, evaluate the candidate's fulfillment of the pertinent promotion criteria, write a formal recommendation for or against promotion, attach the recommendation and numerical vote to the basic file, and forward the file and committee recommendation to the Dean, simultaneously sending a copy of the recommendation to the candidate and to all previous levels of review.

(5) The Dean shall similarly review the file and any additions to it, evaluate the candidate's fulfillment of the pertinent promotion criteria, write a recommendation, and forward the file with

recommendations to the Provost, simultaneously sending a copy of the recommendation to the candidate and all previous levels of review.

(6) The Provost shall similarly evaluate the candidate's fulfillment of the pertinent promotion criteria. Before making a decision contrary to the original faculty recommendation, the Provost shall invite that original faculty group to provide additional information for the basic file or clarification of the recommendation. The Provost shall provide to the candidate, with copies to the Dean and Personnel Committee, her/his decision, which shall be final. In the case of a positive decision the promotion shall take effect on September 1 following the decision. In the case of a negative decision, the Provost shall provide a written rationale for the denial consistent with the requirements in Article 11. A candidate denied promotion shall not be eligible for consideration for promotion for two years from the date of the denied application. The candidate will be notified of the Provost's decision no later than August 15 of the summer after the academic year in which the review takes place.

21.3.4C Promotion Criteria & Standards.

(1) Areas of Responsibility & Evaluation for Promotion to Higher Clinical Ranks. All faculty at the ranks of Clinical Assistant Professor, Clinical Associate Professor, or Clinical Professor are expected to be active and to be evaluated for promotion in three areas of faculty responsibility: teaching, nursing scholarship, and service. In a practice-based discipline such as nursing, these areas of responsibility and evaluation both resemble and differ from those for tenure-stream faculty. The three areas are broadly defined as follows:

a. Teaching encompasses but is not limited to clinical, classroom, and online teaching, using various instructional and assessment methods; contributions to course and program curricula and methods; and advising and mentoring of undergraduate and graduate students.

b. Nursing Scholarship encompasses those activities and standards defined by the American Association of Colleges of Nursing in "Defining Scholarship for the Discipline of Nursing," published in 2013[4]. That definition includes the "scholarship of discovery," the "scholarship of teaching," the "scholarship of practice (application)," and the

[4] www.aacnnursing.org/news-information/position-statements-white-papers/defining-scholarship

"scholarship of integration." Scholarship in any of these areas qualifies as scholarship for the purposes of promotion.

c. Service encompasses but is not limited to participation in governance of the college and the university; contributions to professional and nursing-related community or professional organizations; and invited presentations and consulting related to clinical expertise.

(2) Basis of Evaluation for Higher Clinical Ranks. Reviewers shall evaluate the candidate's record in the three areas of responsibility. Baseline criteria for promotion to the ranks of Clinical Associate Professor and Clinical Professor.

Sustained excellence and effectiveness in teaching;
Sustained participation in nursing scholarship; and
Sustained participation and effectiveness in service.

Without meeting those three criteria, a clinical nursing faculty member does not meet the standard for promotion.

(3) Promotional Criteria. In addition to meeting the baseline criteria, a clinical nursing faculty member at the rank of the Clinical Assistant Professor or above must demonstrate professional development in the areas of teaching, nursing scholarship, and service.

The evidence in her/his basic file in each area, assessed holistically, must demonstrate growth in two respects: the domain of the work's influence and the increasing leadership assumed by the individual.

For promotion to the rank of Clinical Associate Professor, the candidate's work must demonstrate ongoing growth in influence beyond a merely local domain and must show leadership as well as participation in interdisciplinary health or health-care related activities.

For promotion to the rank of Clinical Professor, the candidate's work must demonstrate sustained influence within the national and/or international domain and significant, sustained leadership within and impact on interdisciplinary health or health-care related activities beyond the local domain.

21.4C Clinical Nursing Faculty Credentialing Reimbursement

Clinical nursing faculty shall be reimbursed for costs incurred beyond those covered by insurance to meet credentialing requirements to teach in clinical settings if those requirements are not offered free of charge by the University.

Article 22. Retrenchment

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

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

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

22.4 Procedures for Retrenchment for Financial Reasons:

22.4.1 The procedures in Section 22.4 shall apply in all instances where the Administration anticipates that retrenchment for financial reasons may be necessary.

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

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

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

22.4.5 If, after having considered the advice of the above groups, the Administration determines that retrenchment remains necessary, the Administration shall issue a final retrenchment plan, which shall state the units in which retrenchment shall occur, the extent of retrenchment in each

such unit and, if known, the projected duration of retrenchment. In developing the final retrenchment plan, the Administration shall address the following considerations:

(a) the mission of the affected unit(s) and how circumstances have altered that mission;
(b) the dependence of other unit(s) of the University on the unit(s) affected;
(c) duplication elsewhere in the University of the offerings of the unit(s) affected and/or arrangements to replace offerings lost;
(d) arrangements to allow students in the affected unit(s) to satisfy academic needs or requirements;
(e) possible consequences to the stature of the University;
(f) status of faculty involved and their possibilities of re-employment elsewhere in the University;
(g) the problems inherent in making programmatic decisions within the time constraints imposed;
(h) the advisability of program curtailment as opposed to program abolition.

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

(a) Part-time bargaining unit faculty members, temporary bargaining unit faculty members and bargaining unit faculty members on terminal appointments;
(b) Probationary full-time faculty; and
(c) Tenured faculty.

22.4.7 In selecting among bargaining unit faculty members within categories in Subsection (b) and (c), the order of retrenchment shall be in inverse order of seniority, provided that the Administration may disregard said order if the Administration determines that continued employment of a bargaining unit faculty member(s) is essential to:

(a) the mission and purpose of the unit or the University;
(b) the integrity or operation of the unit; or
(c) the campus affirmative action goals.

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

22.5 Procedures for Retrenchment for Programmatic Reasons:

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

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

22.5.3 The Administration agrees that, in the event an academic unit is proposed for termination or reduction, the unit concerned and governance bodies (in accordance with Article 13) shall be provided with not less than ninety (90) calendar days between September 1 and June 30 to present advice on the Administration's proposal. The Administration agrees that in arriving at a decision to retrench for programmatic reasons, it shall address the considerations specified in Subsection 22.4.5(a) through (f) as well as consistency with officially adopted long-range plans cited in Article 12.9.3.

22.5.4 In the event that the Administration determines to retrench fewer than all of the bargaining unit faculty members in a particular unit, the order of retrenchment within said unit shall be as set forth in Subsections 22.4.6 and 22.4.7.

22.6 Rights and Benefits of Retrenched Bargaining Unit Members:

22.6.1 Notice

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

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

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

(d) Notwithstanding Subsection 22.6.1(a) and (b), notice shall not extend beyond the termination of a bargaining unit faculty member's term of

appointment or reappointment. A bargaining unit faculty member who has been given notice of retrenchment will, upon request, be released without pay at the end of any semester or session, even though the notice period has not yet expired.

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

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

22.6.2 The Administration shall make a reasonable effort to locate employment for retrenched bargaining unit faculty members within the University. The Administration shall also establish a single out-placement office for the University.

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

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

22.6.5 A tenured faculty member recalled to employment in their retrenchment unit shall return with tenure.

22.6.6 The Administration shall provide information and assistance for applying for unemployment compensation upon request of a retrenched bargaining unit faculty member.

22.6.7 All bargaining unit faculty members who are recalled shall regain eligibility for sabbatical leave, if any, which they possessed at the time of retrenchment, as well as accrued seniority and eligibility for other benefits

consistent with state law.

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

22.7.1 A complaint concerning the application to an individual(s) of the order of retrenchment within a retrenchment unit(s) pursuant to Subsections 22.4.6, 22.4.7, and 22.5.4 shall be heard by the Chancellor and/or their designee and shall not be subject to Article 25, Grievance Procedure;

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

22.7.3 The introduction to this Article shall not be subject to Article 25, Grievance Procedure.

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

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

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

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

Article 22L. Layoff of Librarian

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

22.2L Definition: For purposes of this Article, "layoff" shall be defined as the involuntary reduction or abrogation by the Administration of a contract of a librarian prior to the expiration date of their current period of appointment or the involuntary reduction or abrogation by the Administration of a contract of a librarian on continuing appointment, subject to the recall and other provisions of this Article. "Layoff" shall not include suspension, reduction in appointment or termination pursuant to Articles 7, 17, or 28 of this Agreement. No bargaining unit librarian shall hold retrenchment rights superior to bargaining unit librarians on continuing appointments.

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

22.4L Procedures for Layoff for Financial Reasons:

22.4.1L The procedures in Section 22.4 shall apply in all instances where the Administration anticipates that layoff for financial reasons may be necessary.

22.4.2L If the Administration determines that layoff for financial reasons may be necessary, it shall so notify the Union, the Faculty Senate Research Library Council, the Librarians Council, and other appropriate faculty/librarian groups and shall provide said groups with a preliminary layoff plan, which shall address the reasons for the anticipated layoff, the amount of the anticipated layoff and the areas proposed for layoff.

22.4.3L Accurate information, statistics and/or financial data related to such plan shall be made available by the Administration for inspection and/or copying upon request of the above groups.

22.4.4L The Administration shall provide a reasonable period of time and, whenever possible, a minimum of thirty (30) days from the issuance of the preliminary layoff plan, to receive advice from the above groups.

22.4.5L If, after having considered the advice of the above groups, the Administration determines that layoff remains necessary, the Administration shall issue a final layoff plan, which shall state the units in

which layoff shall occur, the extent of layoff in each such unit and, if known, the projected duration of layoff. In developing the final layoff plan, the Administration shall address the following considerations:

(a) the mission of the affected unit(s) and how circumstances have altered that mission;
(b) the dependence of other unit(s) of the University on the unit(s) affected;
(c) duplication elsewhere in the University of the offerings of the unit(s) affected and/or arrangements to replace offerings lost;
(d) possible consequences to the stature of the University;
(e) status of librarians involved and their possibilities of re-employment elsewhere in the University;
(f) the problems inherent in making programmatic decisions within the time constraints imposed;
(g) the advisability of program curtailment as opposed to program abolition.

22.4.6L Once a determination has been made to lay off bargaining unit librarians within a particular unit, the order of layoff of bargaining unit librarians within said unit shall be:

(a) Part-time temporary librarians and part-time librarians on terminal appointments;
(b) Other part-time librarians not serving on continuing appointments;
(c) Part-time librarians serving on continuing appointments;
(d) Full-time temporary librarians and full-time librarians on terminal appointments;
(e) Other full-time librarians not serving on continuing appointments; and
(f) Full-time librarians serving on continuing appointments.

22.4.7L In selecting among bargaining unit librarians within categories in Subsection 22.4 6 (b) and (c), the order of layoff shall be in inverse order of seniority, provided that the Administration may disregard said order if the Administration determines that continued employment of a bargaining unit librarian(s) is essential to:

(a) the mission and purpose of the unit or the University; the integrity or operation of the unit; or
(b) the campus affirmative action goals.
(c) The Administration shall notify the Union of each such exemption claimed.

22.5L Procedures for Layoff for Programmatic Reasons:

22.5.1L The procedures in Section 22.5 shall apply to all instances of layoff not

subject to Section 22.4.

22.5.2L It is the responsibility of the Administration to determine which library units are appropriate to the educational mission of the University. The Administration may determine that a particular unit shall be discontinued or reduced in size. Although it is the Administration that must make such a determination, it is desirable that such a serious decision be preceded by careful consideration and appropriate consultation.

22.5.3L The Administration agrees that, in the event a library unit is proposed for termination or reduction, the unit concerned and Faculty Senate Research Library Council shall be provided with not less than sixty (60) calendar days between September 1 and June 30 to present advice on the Administration's proposal. The Administration agrees that in arriving at a decision to lay off for programmatic reasons, it shall address the considerations specified in Subsection 22.4.5(a) through (f) as well as consistency with officially adopted long-range plans cited in Subsection 12.7.2.

22.5.4L In the event that the Administration determines to lay off fewer than all of the bargaining unit librarians in a particular unit, the order of layoff within said unit shall be as set forth in Subsections 22.4.6 and 22.4.7.

22.6L Rights and Benefits of Laid Off Bargaining Unit Members:

22.6.1L Notice

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

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

(c) Notwithstanding Subsection 22.6.1(a) and (b), notice shall not extend

beyond the termination of a bargaining unit librarian's term of appointment or reappointment. A bargaining unit librarian who has been given notice of layoffwill, upon request, be released without pay sooner than the specified effective date, even though the notice period has not yet expired.

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

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

22.6.2L The Administration shall make a reasonable effort to locate employment for laid off bargaining unit librarians within the University. The Administration shall also establish a single out-placement office for the University.

22.6.3L Upon request, full-time bargaining unit librarians who are laid off may have their names placed on a recall list for a period of three (3) years from their dates of layoff. Qualified full-time bargaining unit librarians whose names are on the recall list shall be given an opportunity, in inverse order of layoff within the unit, to be reinstated to available positions in the Library for which they are, in the judgment of the Administration, qualified. Any full-time bargaining unit librarian who refuses such an employment opportunity shall be removed from the list. Any offer of employment pursuant to this section must be accepted within fourteen (14) days after the date of receipt of the offer.

22.6.4L All full-time bargaining unit librarians on the recall list shall be regularly sent bargaining unit librarian position vacancy announcements. For this purpose, it shall be the responsibility of the bargaining unit librarians to keep the Administration advised of their current addresses.

22.6.5L A bargaining unit librarian on continuing appointment recalled to employment shall return with continuing appointment.

22.6.6L The Administration shall provide information and assistance for applying for unemployment compensation upon request of a laid off bargaining unit librarian.

22.6.7L All bargaining unit librarians who are recalled shall regain eligibility for sabbatical leave, if any, which they possessed at the time of layoff, as well as

accrued seniority and eligibility for other benefits consistent with state law.

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

22.7.1L A complaint concerning the application to an individual(s) of the order of layoff within the Library pursuant to Subsections 22.4.6, 22.4.7, and 22.5.4 shall be heard by the Chancellor and/or their designee and shall not be subject to Article 25, Grievance Procedure;

22.7.2L The substance of the preliminary layoff plan and the final layoff plan shall not be subject to Article 25, Grievance Procedure;

22.7.3L The introduction to this Article shall not be subject to Article 25, Grievance Procedure.

22.8L Seniority: For purposes of this Article, seniority shall be defined as the length of continuous service at the University. Continuity of service shall not be deemed broken by periods of authorized leave, and seniority shall continue to accrue during such periods of authorized leave. Continuity of service shall not be deemed broken by an individual's period of layoff, but additional seniority shall not accrue during such periods of layoff.

22.9L Bargaining unit librarians shall not be subject to layoff by the Administration's use of non-bargaining unit members to perform bargaining unit work within the layoff unit.

22.10L The University shall maintain a hiring freeze on all librarian positions during a layoff for financial reasons except for filling critical need vacancies.

Article 23. No Strike

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

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

Article 24. Personnel Files

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

24.2 The provisions of the University's Fair Information Practices Act Regulations (Trustee Document T77-059)[5] shall govern the collection, dissemination and maintenance of the personnel files set forth in Section 24.1. Alleged misinterpretations, misapplications or violations of T77-059 may be pursued only through the grievance procedure set forth in T77-059. Alleged misinterpretations, misapplications or violations of Sections 24.1, 24.3, 24.4, 24.5, 24.6, 24.9 shall be pursued through the grievance procedure set forth in Article 25, Grievance Procedure.

24.3 The master personnel file shall henceforth include the following:

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

24.3.2 copies of all completed personnel action forms;

24.3.3 a copy of each annual evaluation;

24.3.4 materials regarding sabbatical leaves and leaves of absence;

24.3.5 application for employment and related materials;

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

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

24.3.8 other materials added by the Administration, provided that the bargaining unit member is sent a copy or notice of the addition at the time of the filing.

24.3.9 Having made an appointment, each bargaining unit member may annually compile an index of material contained in their departmental, decanal and master personnel file. These indexes shall be certified within a reasonable time by the holder of the file.

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5 https://umass.sharepoint.com/sites/FacultySenateArchive/Documents/Forms/AllItems.aspx?id=%2Fsites%2FFacultySenateArchive%2FDocuments%2FFaculty%20Senate%20Meetings%2F%5FAYs%201950%2D1999%2FFair%20Information%20Practices%20Regulations%2DDoc%2E%20T77%2D059%2Epdf&q=T77%2D059&parent=%2Fsites%2FFacultySenateArchive%2FDocuments&parentview=7

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

24.4.1 For faculty members:

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

24.4.2 For librarians:

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

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

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

24.7 After reasonable notice, the Union shall have access to the above personnel file(s) of a bargaining unit member during the normal business hours of the Administration to the full extent permitted by M.G.L Chapter 150(E) and any other relevant law or regulation. The Provost or an authorized designee of the Provost may share personnel file information with the President of the Union and/or authorized Union staff that is relevant to a potential adverse employment action. Such information shall be used by the Union solely for the purpose of fulfilling its obligation to fairly represent unit members and/or assure compliance with the terms of this Agreement.

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

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

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

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

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

Article 25. Grievance Procedure

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

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

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

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

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

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

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

The grievant(s) and/or the Union and the President shall meet and discuss

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

25.5.3 LEVEL THREE: Arbitration

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

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

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

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

25.6 Union Representation and Rights:

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

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

present the Union's point of view regarding the grievance at such meeting(s).

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

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

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

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

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

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

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

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

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

Article 26. Salaries

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

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

Increase takes effect the first full pay period of:	Across-the-board increase to base salary amount:
January 2025	3.50%
July 2025	2.25%
January 2026	0.00%
July 2026	2.25%
January 2027	0.50%

26.1.2 Eligibility Criteria:

To be eligible for any salary increase contained in 26.1.1 or 26.2.1., an employee must be on the payroll, including on authorized leaves of absence, on the effective date of such compensation increases; and either:

a) On the payroll during the pay period, including on authorized leaves of absence, during which the salary increase is implemented; or

b) retired, deceased, or laid off after the effective date of such compensation increase.

Employees who leave the university voluntarily or are discharged for cause after the effective date of the compensation increase are not eligible for any increase or retroactive pay.

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

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

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

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

26.2.1 Schedule of Merit Increases: The following table describes the implementation of merit increases throughout the life of this Agreement with the qualifications described below in 26.2.2 through 26.2.4.

Increase takes effect the first full pay period of:	Period of Performance Reviewed for Merit	Campus Merit pool amount:
January 2026	AY 2023-2024 *See Article 26.2.4 below for additional details concerning this merit pool*	2.25%
January 2027	AY 2024-2025	1.75%

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

(a) Those funded through a grant, contract or trust fund, provided that sufficient funds are available in the account in accordance with Article 30.2.
(b) Those on sabbatical leave, provided that payment shall be proportionate to the bargaining unit member's fraction of appointment during the term of the sabbatical leave and shall be raised to the appropriate rate of increase upon their return to regular duties.
(c) Those on paid leave.
(d) Those on leave without pay, provided that payment shall not commence until regular duties have been resumed.
(e) Those who are part-time bargaining-unit members, regardless of their full-time equivalency.
(f) Those who are non-tenure-track bargaining-unit members.
(g) Those on temporary assignment to other departments/ programs/ libraries, provided that they shall be counted for allocation purposes in the department/ program/ library where normally employed to the extent of the fraction of appointment in the department/ program/ library where normally employed.

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

(a) Those in the first academic year of their initial appointments.
(b) In the first and second years of this Agreement (FY 2025 and FY2026), those in the second academic year of their initial appointments; those faculty shall receive a fixed increase equal to the average FTE merit amount as defined below.

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

26.2.4 Periods of review: Review of a bargaining-unit member's performance for the purposes of considering a merit award shall include only those activities documented in that person's annual review for the academic year (September 1 through August 31) identified in Section 26.2.1 above. For the January 2026 merit awards, departments may elect to extend the period of performance reviewed for merit to recognize significant achievements that occurred after the last merit awards were issued. Department merit awards (from Pool A) and College merit awards (from Pool B) for activity prior to August 31, 2023 must be clearly documented.

26.2.5 Calculation of campus merit pool: The value of the campus's total merit pool shall consist of the listed percentage of the aggregate of all of that campus's bargaining-unit members' salaries as of November 1st, 2025 for the January 2026 merit pool, and November 1st, 2026 for the January 2027 merit pool.

26.2.6 Calculation of the average FTE merit amount: The value of the campus's total merit pool shall be divided by the total number of full-time-equivalent bargaining-unit members as of November 1st, 2025 for the January 2026 merit pool, and November 1st, 2026 for the January 2027 merit pool. The resulting number shall be the campus's average FTE merit amount.

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

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

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

26.2.8 General criteria for the award of merit: Merit awards shall not be

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

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

26.2.10 Merit review process:

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

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

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

(d) Notifications: The Administration shall notify each eligible bargaining-unit member of the amount of their award and how much of the award comes from Pool A and from Pool B. Notification under this provision shall be provided within 30 days after the scheduled

effective date of the increase. The Administration will provide to the Union one or more spreadsheets listing all merit awards in each department, and the Union may inform its members of the various departments' median and range of merit distribution.

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

26.3 Promotional & Longevity Increases.

26.3.1 Promotional Increases: Effective September 1, 2025, a bargaining-unit member who receives a promotion shall receive the base-salary increase shown below, effective on the same date as the promotion which shall take effect September 1st following the academic year in which the successful review takes place.

For Promotion to the Rank of	Increase to Base Salary
Senior Lecturer	$ 7,150
Senior Lecturer II	$ 7,150
Assistant Professor	$ 8,800
Associate Professor	$ 10,340
Professor	$ 16,170
Librarian II	$ 7,150
Librarian III	$ 8,800
Librarian IV	$ 10,340
Librarian V	$ 11,660
Clinical Assistant Professor	$8,800
Clinical Associate Professor	$10,340
Clinical Professor	$16,170
Research Assistant Professor	$8,800
Research Associate Professor	$10,340
Research Professor	$16,170

Extension Assistant Professor	$8,800
Extension Associate Professor	$10,340
Extension Professor	$16,170

26.3.2 Longevity Increase for Clinical Nursing Instructors.

Effective 9/1/2025, Clinical Instructors in the College of Nursing may be eligible for a longevity increase to base pay of $6,325, effective on the September 1 following their achievement of eligibility. Eligibility requires:

26.3.2.1 They do not seek or do not receive promotion;

26.3.2.2 They have achieved a continuing appointment;

26.3.2.3 They accrue six years of full-time equivalent service or ten calendar years of service, whichever occurs earlier with the accrual of such service beginning no earlier than September 1, 2015. This accrual may occur in the Clinical Instructor title or, if they individual has been converted from the Clinical Assistant Professor title, that service shall also be counted after September 1, 2015.

26.3.2.4 They have sustained excellence and effectiveness in teaching and participation in and effectiveness in service; the Personnel Committee and the Dean shall make independent assessments of the individual's excellence and effectiveness based on the faculty member's AFRs. The Dean will consider the Personnel Committee's recommendation and shall make a final decision regarding the longevity increase; the Dean's assessment and decision shall not be subject to grievance.

This is a one-time increase, and a Clinical Instructor who has received one such longevity increase shall not be eligible for further such increases.

26.4 Salary Floors. The salary floors for all bargaining-unit members shall be as follows, effective the first full pay period in January 2025, (increases to floors shall be effective immediately prior to the January 2025 across-the-board increase):

Rank	**Base Salary Floor for 100% FTE by**
Instructor	$70,150
Assistant Professor	$79,350
Associate Professor	$90,160
Professor	$107,065

Lecturer	$65,550
Senior Lecturer	$71,875
Senior Lecturer II	$79,350
Librarian I	$63,250
Librarian II	$70,725
Librarian III	$79,925
Librarian IV	$90,735
Librarian V	$102,925
Clinical Assistant Professor	$79,350
Clinical Associate Professor	$90,160
Clinical Professor	$107,065
Research Assistant Professor	$79,350
Research Associate Professor	$90,160
Research Professor	$107,065
Extension Assistant Professor	$79,350
Extension Associate Professor	$90,160
Extension Professor	$107,065

Salary floors for faculty ranks are for nine-month appointments and will be adjusted accordingly for twelve-month appointments, except as provided in Article 14.3. Compensation for faculty first year seminars and honors seminars (1 credit courses) shall be at parity with on campus Lecturer floor.

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

26.6 Funds to Support Bargaining-Unit Members.

26.6.1 In each year of the Agreement (fiscal years 2025, 2026, and 2027), the Administration shall make available funds to support research and teaching on the Amherst campus. Awards from the following funds shall be made by the University Administration in response to applications from bargaining unit members that indicate the proposed use of the requested funding:

(a) An annual research support fund of $500,000 to provide individual awards of up to $1,000 to bargaining-unit members who are active in research and who do not have access to significant alternative funding, such as external research grants. Bargaining-unit members who are active in research and who do have access to significant alternative funding may also apply for such awards for reimbursement of eligible expenses that are expressly disallowed by their alternative funding sources. All awards from the research support fund are subject to the qualifications and limitations described in Section 26.6.3 below.

(b) An annual teaching support fund of $250,000 to provide $500 awards to bargaining unit members for whom teaching is a significant

component of assigned responsibilities.

(c) An annual computer replacement fund of at least $100,000 for the purchase of computers for work-related use by bargaining unit members. Individual awards of up to $1,500 may be made by schools and colleges to bargaining unit members from that fund for the purpose of replacing outdated computers every three years. Funds will be allocated by the Provost to each school or college based on their FTE as of September 1 of the preceding year. All computers purchased with these funds shall remain the property of the University. Decisions by schools and colleges about allocation of funds to bargaining unit members under this paragraph shall not be subject to Article 25, Grievance Procedure. The Provost may supplement this fund to cover computer replacement requests that exceed a school or college allocation.

(d) An annual transition fund of $40,000 increasing to $60,000 effective FY 2026 to assist benefitted bargaining- unit members who incur unreimbursed expenses (moving/relocation expenses, out-of-pocket healthcare costs, etc.) in order to accept employment with UMass. Applicants shall be required to submit supporting documentation of their unreimbursed expenses in order to receive funds. The criteria and procedures for allocation of these funds in effect for the predecessor Agreement shall continue to be applied for the life of this Agreement. Decisions about allocation of funds under this paragraph shall not be subject to Article 25, Grievance Procedure. If at any time the annual amount of the transition fund has not been used within two years, the amount for the following year will be added, on a one-time basis, to the computer replacement fund described above.

(e) An annual childcare and elder care assistance fund increasing to at least $300,000 effective FY 2026. In determining allocations of these funds, the Provost will consider such factors as financial need, cost and time period of care needed, equity, other resources available, distance from campus, and other relevant considerations. The Provost will provide an annual report on the allocation of these funds to the MSP Worklife Committee as described in Article 27.12. Allocations of these funds shall not be subject to Article 25, Grievance Procedure.

(f) The parties shall develop guidelines for disbursement of the elder care funds as well as the total amount of funds apportioned to elder care assistance.

26.6.2 Qualifications & Limitations: All funds awarded under this Section 26.6.6 (a) and (b) for Amherst Research and Teaching Support Funds must be expended during the fiscal year in which they are allocated, and all expenditures must conform to all applicable requirements of University rules and regulations and state law, including the following:

(a) These funds may not be used to enhance salary rates of or pay salary bonuses to bargaining unit members, or for any other purpose subject to personal income tax with these exceptions: They may be used for student payroll on "CC" funds. They may be used for reimbursement

of allowable dependent-care expenses associated with approved professional travel by bargaining unit members; the University shall report such reimbursements as taxable income to the bargaining-unit member.

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

26.7 Retention Increases to Salaries. In accordance with past practice, the Administration may grant salary increases to bargaining unit members as a response to an alternative offer of employment or recruitment of a bargaining-unit member by another employer. Any such salary increases shall not be governed by the provisions of Article 26.1 through 26.3 of this Agreement. Department Personnel Committees shall be provided an opportunity to comment on any such increases before they are implemented, and a list of such increases shall be provided to the Union annually. Such increases shall not be subject to Article 25, Grievance Procedure.

26.8 MTA VOTE Deductions. Payroll deduction shall be permitted for unit members who wish to participate in MTA's VOTE, a political action committee. All payroll deductions for unit members shall be allocated in equal amounts in each paycheck. A bargaining unit member who wishes to participate must consent in writing to the authorization of the deduction from the member's wages and to the designation of VOTE as the recipient thereof. Such consent shall be in a form acceptable to the

Administration and shall bear the signature of the bargaining unit member. A bargaining unit member may withdraw their authorization by giving at least sixty days' notice in writing to their campus personnel office. The Administration shall deduct contributions from the pay of bargaining unit members who request such a deduction in accordance with this Article and transmit such funds to the VOTE holding account within thirty days after the last day of the month in which the deduction is made, provided that the Administration is satisfied by such evidence as it may require that the treasurer of VOTE has given a bond, in a form approved by the Administration, for the faithful performance of their duties in a sum and with such surety or securities as are satisfactory to the Administration. The Union will defend the Administration against any and all claims arising from or related to this Article.

26.9 Equity Review and Adjustment Process: A university Salary Equity Committee composed of not more than three MSP bargaining unit members chosen by MSP and not more than three non-unit administrators will develop rules and procedures for determining the existence of potential salary inequities. The Salary Equity Committee will conduct annual salary equity reviews of all bargaining unit members and make recommendations for salary adjustments to the Provost who makes final determination for equity adjustments. Decisions are not subject to the grievance procedure. A central pool shall be distributed annually in the form of base salary equity adjustments effective September 1st each year. The first such equity adjustment shall occur effective September 1st 2025 from a pool of not less than $500,000 plus any unused equity funds that the parties have agreed to carry forward, and with an annual pool of not less than $300,000 per year in future years, plus any unused equity funds that the parties have agreed to carry forward. Every effort will be made to de-identify the bargaining unit members recommended for adjustments and their comparators during the review process.

The parties agree to expand the scope of the Salary Equity Committee to include a review of the potential inequity in retention and start-up packages. In addition, the salary equity review process shall be modified to consider salary equity reviews at promotion or other milestones such as PMYR and the prioritization of equity awards to lower paid disciplines where women and persons of color have greater representation.

With approval from MSP, colleges may use additional funds to correct salary inequities that have not been addressed through the central process at the time equity adjustments are made or off-cycle.

Article 27. Supplemental Compensation (Benefits)

27.1 Travel Expenses & Allowances.

27.1.1 Mileage Allowance. Subject to the provisions of the Commonwealth's "Red Book" rules and regulations,[6] when a bargaining unit member is authorized to use their personal automobile for travel related to their employment, they shall be reimbursed at the mileage rate authorized by the Board of Trustees Travel Policy. (Please see the policies on the Procurement website for current rates.)[7]

27.1.2 Meal Allowance. Subject to the provisions of the Commonwealth's "Red Book" rules and regulations,[7] a bargaining unit member who is assigned to duty that requires them to be absent from their home for more than 24 hours shall be reimbursed for reasonable charges for lodging, including reasonable tips, and for meal expenses, including tips, not to exceed the following amounts: $25 per diem after at least 24 hours and $12.50 for partial days of at least 12 hours after the first 24-hour period. (Please see the policies on the Procurement website for current rates.[8])

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

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

27.3 Leaves.

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

[6] http://www.mass.gov/anf/docs/hrd/policies/publications/pol-redbk.rtf, see Section 9
[7] https://www.dropbox.com/scl/fi/uvj3cggz193yza1qu3ebk/T92-031-Business-and-Travel-Expense-Policy-Administrative-Standards-January-2024.pdf?rlkey=tv15mrox9ugnn6mcefar3x20b&e=1&dl=0

Administration will grant vacation leave in the year in which it becomes available, unless in their opinion it is impossible or impractical to do so because of work schedules or emergencies. Unused vacation leave earned can be carried over for use during the following year, but in no event shall the accrued vacation leave of a faculty member or librarian exceed 64 days. For bargaining-unit faculty members, any unused vacation leave that would exceed 64 days shall be forfeited. For librarians, any unused vacation leave to exceed 64 days will automatically be converted to paid sick leave. Faculty members and librarians shall request the use of vacation leave in advance, and such requests shall not be unreasonably denied.

Faculty members who have summer duties and who are on calendar-year appointments and who therefore accrue vacation shall be paid out for the accrued vacation time upon separation from the University or upon conversion to an academic-year appointment except under the following circumstances:

(a) The faculty member took on a temporary administrative role that came with a fixed-term calendar-year appointment, and the faculty member was offered an opportunity to use all of the accrued vacation before ending that appointment but chose not to take vacation; or

(b) The faculty member with accrued but unused vacation dies or is terminated during the course of a calendar-year appointment, or is retrenched/laid off. In such an instance, payment will be made in an amount equal to the accrued but unused vacation leave provided that no monetary or other allowance has already been made therefore. The Personnel Administrator may, upon request of the Appointing Authority of the deceased person, authorize the payment of such compensation upon the establishment of a valid claim, in the following order of precedence:

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

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

27.3.2 Personal Leave. Faculty members on academic year appointments are not eligible for personal leave. After a year of service, full-time faculty members on calendar year appointments and librarians shall receive three paid personal leave days each January for use during that calendar year. This amount shall be pro-rated according to the following schedule for faculty members whose appointments begin after January 1. Personal leave must be used by the end of the calendar year, or it will be forfeited. For part-time faculty members and librarians with appointments of 50% time or more, this leave shall be pro-rated based on percentage of appointment. Faculty members and librarians with appointments of less

than 50% time are not eligible for personal leave.

Start Date	Personal Time Awarded
Jan. - Mar.	24 hours
Apr. - June	16 hours
Jul. - Sept.	8 hours
Oct. - Dec.	0 hours

27.3.3 Sick Leave

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

(b) Accrual of Sick Leave. Full-time librarians shall accrue 4.327 hours of sick leave each two-week payroll period, not to exceed fifteen days per year. Full-time faculty members on calendar year appointments shall accrue 4.61 hours of sick leave each two-week payroll period, not to exceed fifteen days per year. Full-time faculty members on academic year appointments shall accrue 3.07 hours of sick leave each two-week payroll period, not to exceed ten days per year. For part-time bargaining unit members, in compliance M.G.L. c. 149, §148(C): Earned Sick Time, this accrual shall be pro-rated based on percentage and length of appointment.

No sick leave shall be accrued while a bargaining unit member is on leave without pay. Any unused sick leave shall be forfeited at the time of a bargaining unit member's separation from the University as a result of resignation, termination, retirement, or any other cause.

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

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

(d) Requests for Medical Leave. Bargaining unit members shall be covered as applicable by the Family Medical Leave Act (FMLA). Bargaining unit members seeking FMLA protections or a non-FMLA medical leave (when ineligible for FMLA) due to their own serious health condition or the serious health condition of a family member

will be required to submit a written, signed and dated request to a designated administrator outside the bargaining unit. . Such request must include the following:

1. The statement that a medical condition exists warranting the need for the leave request,

2. the anticipated duration of the leave,

3. how time and attendance should be submitted during the leave (i.e., use of personal sick leave and/or a request for MSP sick leave bank time), and

4. the proposed work schedule if requesting an intermittent leave.

Leave requests for the serious medical condition of the bargaining unit member or the bargaining unit member's family member require a completed U.S Department of Labor Certification of Health Care Provider form. This completed form shall also be sent by the bargaining unit member to the designated administrator outside the bargaining unit for confidential processing.

(e) Conditions Warranting Sick Leave. Sick leave shall be granted, consistent with recommendation of health care provider, , to bargaining unit members only under the following conditions:

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

(f) Use of Sick Leave for Care of Family. Additionally, a bargaining unit member may, upon notice to his/her Department Chair/Head and, if requested, submittal of a physician's statement as described above, use five days of their sick leave or the MSP sick leave bank (concurrent with any FMLA entitlement used) for the purpose of caring for the spouse, child, foster child, stepchild, parent, stepparent,

brother, sibling, grandparent, grandchild of either the bargaining unit member or their spouse, person for whom the bargaining unit member is legal guardian, or for a person living in the bargaining unit member's immediate household who is seriously ill. A bargaining unit member may apply to use additional sick leave time from their sick leave or the sick leave bank for these purposes. A request to use a total of 6-90 days shall be granted unless a majority of the Sick Leave Committee votes to deny the request or to authorize a lesser amount than that requested. A request to use a total of more than 90 days shall be granted if a majority of the Sick Leave Committee votes to approve the request. If a bargaining unit member's request for the use of sick leave or sick leave bank for these purposes for more than five days is denied, the bargaining unit member must return to work for at least one full semester (six months in the case of a librarian) before applying again for the same illness for the same individual.

Bargaining unit members shall also be covered, as applicable, by the Small Necessities Leave Act,[8] which permits eligible employees to take up to a total of 24 hours of leave within a 12-month period to attend a child's school activity or accompany a child or elderly relative to a doctor's appointment.

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

(1) Membership in and Donations to the Bank. Upon hire, a bargaining unit member shall automatically become a member of the Sick Leave Bank and one day of their personal sick leave shall be assigned to the bank. Bargaining unit members may choose not to participate in the bank by completing a form for this purpose, which shall be made available in the campus personnel office.

Bargaining unit members may also choose to donate additional days of personal sick leave to the bank at any time by completing a form for this purpose, which shall be made available in the campus personnel office. Bargaining unit members who have previously chosen not to participate in the bank may become members of a Sick Leave Bank at any time

[8] https://www.mass.gov/guides/breaks-and-time-off#small-necessities-leave

by donating one or more days of personal sick leave and completing a form for this purpose, which shall be made available in the campus personnel office.

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

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

(4) Accrual of Sick Leave While Drawing from the Bank. A member of the Sick Leave Bank drawing upon the Bank who is also entitled to accumulate sick leave in accordance with University policy shall continue to do so except that the amount of such sick leave shall accrue in its full amount to the SickLeave Bank and not to the member.

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

(6) Bank Balances. Whenever the accumulation of sick leave days in the Sick Leave Bank shall fall below 100 days, the campus personnel office shall notify Sick Leave Bank members. Any members wishing to retain membership shall within 25 days after such notice assign one or more additional day(s) of accumulated personal sick leave to the Sick Leave Bank on the

form to be distributed with the notice. However, any member wishing to retain membership and who shall have exhausted accumulated personal sick leave on the date of such notice shall assign such additional day(s) within 25 days after the date on which such member is again entitled to personal sick leave; provided further, that such member shall retain all rights in the Sick Leave Bank until such period for assigning an additional day shall have expired.

(7) Decisions of the Sick Leave Committee shall be final and binding and shall not be subject to Article 25, Grievance Procedure. The Committee may also recommend changes in Sick Leave Bank procedures (including, but not limited to, elimination of the thirty (30) day waiting period) which shall, upon acceptance by the Administration and the union, become part of this Agreement.

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

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

27.3.4 Family Leave Policy. The parties agree to the implementation of Trustee Policy #T93- 123, "Family Leave Policy,"[9] or bargaining unit members.

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

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

(b) Eligibility: Upon hire the following bargaining-unit members who

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

become biological or adoptive parents of a child under five years of age shall be eligible for parental leave:

(1) All full-time tenure and tenure-track faculty members;
(2) All non-tenure-track faculty members who are not funded by grants, contracts, or gifts; and who have appointments that make it possible to fulfill the return obligation described below;
(3) All librarians.

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

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

(e) Outside Activities During Parental Leave: Bargaining-unit members on parental leave may not engage in additional salaried employment, and during the leave, all University policies, including but not limited to those governing consulting and outside employment[10], and conflict of interest,[11] shall continue to apply to the bargaining unit member as if that member were not on leave.

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

[10] https://www.umassp.edu/sites/default/files/board-policies/Fac_Consulting_Policy_UMA-UMB.pdf
[11] https://www.umassp.edu/sites/default/files/board-policies/t03-076-trustees-conflict-of-interest-disclosure_rf102024.pdf

or immediately following a sabbatical leave must return for one-and-a-half years of full-time service. Any repayment obligation shall be reduced by leave that was covered by the unit member's accrued time. The repayment obligation shall be waived, at the discretion of the Provost, upon verification of compelling personal and/or professional reasons.

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

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

27.3.6 Bereavement Leave. Full-time bargaining unit members and part-time bargaining unit members with appointments of 50% time or more shall be granted a leave of absence with pay for a maximum of five days upon evidence satisfactory to the Administration of the death of a family member, or for a person for whom the bargaining unit member is primarily responsible for making funeral arrangements. Family is defined to include the bargaining unit member's significant other; a relation by blood, marriage, or adoption; and/or a person living in the immediate household of the bargaining unit member. Bereavement leave for other loved ones may be approved at the discretion of the Department Chair/Head and Dean or equivalent administrative officials. This leave may be used, at the option of the bargaining unit member, within 30 calendar days from said death. Alternatively, the leave may be used to attend the funeral or memorial service occurring within one year of said death.

27.3.7 Leave Without Pay. Leaves without pay may be granted by the appointing authority for reasons of health, for advanced study and research, in connection with temporary employment or service which will be of value to the faculty member and the University, or for reasons related to family issues. A bargaining unit member who wishes to be awarded a leave

without pay shall complete the application form available on the Provost's Office website. This application shall be reviewed by the bargaining unit member's Department Chair, Dean/Director of Libraries, and the Provost, who shall indicate their recommendations/decision on the leave approval form.

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

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

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

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

27.6 State Employee Responding as Volunteers Program (SERV). Bargaining unit members may participate in the State Employee Responding as Volunteers (SERV) program that is available to employees of the Commonwealth of Massachusetts in accordance with the guidelines established for that program.

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

27.8 Retirement. The Administration agrees to comply with all applicable provisions of the Massachusetts General Laws, including appropriate rules and regulations

promulgated thereunder, with respect to retirement membership, rights and benefits for bargainingunit members.

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

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

27.10.1 The Administration agrees to contribute $16.50 per FTE bargaining-unit member per week to the Health and Welfare Fund.

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

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

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

27.11 Tuition Remission and Fee Waiver Policies.

27.11.1 Tuition Remission.

(a) The Board of Trustees System-wide Tuition Remission Policy for Higher Education Employees in effect on July 1, 1986 (“Policy”) 12F will remain applicable to bargaining unit members during the life of

this Agreement (see the Office of the President website for current policies).[12]1As more fully described in the Administrative Standards, Faculty and Staff Tuition Discounts (T96-129) ("Administrative Standards"), which is hereby incorporated by reference, members of the bargaining unit shall receive tuition discounts in the form of tuition credits. The Administrative Standards are attached as Appendix I. Effective September 1, 2018, the benefit for undergraduate spouses and dependents of faculty and staff with 2+ years of service on page five (5) of the Administrative Standards will be adjusted from 55% to 60%.

The application of the Policy and the Administrative Standards, shall not be subject to the provisions of Article 25, Grievance Procedure. For credit-bearing and non-credit continuing education courses (through Continuing and Professional Education), eligible bargaining-unit members, their spouses, and their qualifying dependents shall receive remission equal to 50% of tuition, exclusive of all other fees, costs, books, and supplies.

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

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

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

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

(1) The spouse or dependent is a full- or part-time undergraduate student;
(2) The spouse or dependent meets the definitions of "spouse" or "dependent" used in the Trustee policy on tuition remission.
(3) The benefitted bargaining-unit member has completed two years of continuous service if full-time or has completed four years of continuous service if part- time.

[12] https://www.umassp.edu/employee-center/tuition-waiver-remission

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

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

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

(2) If an eligible bargaining-unit member who has completed at least five years of full-time equivalent service dies, the surviving spouse and dependent children shall be eligible to enter and/or complete one full undergraduate program of study or undergraduate degree program with the waiver.

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

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

27.12 Dependent Care Assistance Program. The Administration agrees to continue during the term of this Agreement the current voluntary Dependent Care Assistance Program (DCAP),[13] which complies with the requirement for federal

[13] https://www.asiflex.com/DCFSA.aspx

tax deductibility.

27.13 Work-Life Issues Committee. The parties agree to continue the joint Work-Life Issues Committee constituted under the predecessor Agreement to discuss the family needs and work-life issues of bargaining unit members. Committee recommendations may, by mutual agreement of the Union and the Administration, be adopted at any time. The activities of the committee will not be subject to Article 25.

27.14 TDY Changes Related to Family, Medical, or COVID-19-related Reasons: The circumstances under which a faculty member may request alteration of the tenure decision year, as described in Trustee Policy T76-081 section 6.2(f),[14] shall include family and medical needs. Instead of the department reviewing confidential information, the Sick Leave Committee will review all requests for TDY delay for family, medical or COVID-19 related reasons, keeping all personal and medical information strictly confidential. The Sick Leave Committee will inform the Dean of its recommendation. The Dean will forward their recommendation and the Sick Leave Committee's recommendation to the Provost who will notify the faculty member of the decision. The Chancellor will then officially record the new TDY in accordance with Trustee Policy T76-081.

27.15 Phased Retirement: Bargaining unit members in the ORP are eligible to participate in a phased retirement program under which a bargaining member may, for no less thantwo and no more than five years prior to separation from the University, reduce in time, ordinarily to no less than 25% and no more than 50% time, with a corresponding reduction in salary and an agreed-upon definition of their reduced responsibilities. At the time of approval of any such arrangement (as articulated in Appendix E), the bargaining unit member shall be required to provide a non-rescindable resignation effective at the end of the agreed-upon term of the reduced appointment. All such arrangements shall be subject to prior approval by the Department Chair, Dean, and the Provost, and decisions shall not be grievable under the MSP contract. Faculty members on phased retirement appointments will continue to be members of the bargaining unit.

27.16 Post-retirement: The union and administration shall maintain an information sheet about post-retirement part-time appointments and shall periodically disseminate this information. The information sheet will include a statement of the importance and value the University places on retired faculty and librarians and of the interest of some faculty and librarians in continuing their association with and contribution to the University; a statement that post- retirement appointments are available to both those in the state retirement system and those in the ORP; a description of the options for post-retirement appointments (including the restrictions applicable to those in the state retirement system); examples of types of post-retirement work (e.g., teaching courses; advising; administrative service; governance and committee

[14] https://www.umassp.edu/sites/default/files/board-policies/T76-081-Academic%20Personnel%20UMA%20UMB_rf012021.pdf

work; graduate student committees with usual approval; research, typically grant-funded); a requirement that all post-retirement appointments be approved by the department chair, dean, and provost and that the responsibilities, compensation, duration of appointment, space assignments, and any other terms be determined by mutual agreement between the retiree and department chair and laid out in a written agreement (Appendix F) approved by the dean and provost; a limitation of three years on the maximum term of any individual appointment (but with no maximum number of terms); a statement that faculty members and librarians on post-retirement appointments are not members of the MSP bargaining unit and that denials of requests for post-retirement appointments are not grievable under the MSP contract; and a suggestion that faculty members and librarians consult with Human Resources for information about benefits and individualized information about limits on post-retirement employment.

27.17 Visa/Permanent Residency Fees: As the University does for tenure-system faculty, University administration also will cover all legal and government expenses and fees related to sponsorship of the permanent residency or other visa needs for eligible NTT faculty and librarians who meet existing UMass requirements for sponsorship. Per UMass policy, all permanent faculty and librarians who are not on temporary appointments "will be automatically and immediately referred to retained outside immigration counsel to begin the permanent residency process, in conjunction with sponsorship for another more expedient temporary immigration status to facilitate an initial hiring date (generally H-1B visa)."

Article 28. Maintenance Of Policies

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

(a) policy on sabbatical and other leaves (appended);
(b) policies on "Intellectual Property,"[15] "Conflicts of Interest Relating to Intellectual Property and Commercial Ventures,"[16] and "Faculty Consulting and Outside Activities";[17] and
(c) policy on additional faculty compensation (T01-012).[18]

28.2 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 Amherst campus. The new policies shall be effective on the date the parties reach agreement on the procedures and FAQs for implementation on the Amherst 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 listed in Article 28.1(b). The procedures and FAQs shall be added as an appendix to this collective bargaining agreement.

[15] https://www.umassp.edu/sites/default/files/board-policies/IntellecPropUMA-Boston.pdf
[16] https://www.umassp.edu/sites/default/files/board-policies/T96-039-Conflict%20of%20Interest%2C%20UMA%20UMB_rf012021.pdf
[17] https://www.umassp.edu/sites/default/files/board-policies/Fac_Consulting_Policy_UMA-UMB.pdf
[18] https://www.umass.edu/academic-hr/additional-compensation-guidelines

Article 29. Effect of Agreement

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

Article 30. Cost Items and Appropriation by the General Court

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

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

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

Article 31. Seniority for Administrative Service

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

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

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

Article 32. Separability

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

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

Article 33. Annual Evaluation of Bargaining Unit Faculty

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

33.2 For the life of this Agreement and for the purposes of this Article, the form entitled "Annual Faculty Report and Evaluation of Professional Activities" (AFR) will serve as the evaluation form for bargaining-unit faculty members whose appointments are 50% FTE or greater.

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

For faculty in the College of Nursing with a "Clinical" title, the parties will negotiate (1) the content of the instrument for the solicitation of feedback from personnel at clinical instruction sites and (2) guidelines for the solicitation of such feedback, including the types of site personnel whose feedback may be solicited. The Administration shall provide to each clinical nursing faculty member any feedback received through use of this approved instrument and the faculty member shall have the right to write a response to such feedback and any response shall be permanently attached to the feedback. Both the feedback and any response to it shall become part of the clinical nursing faculty member's AFR.

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

33.4 Over time, the annual evaluations of teaching should attempt to capture the total contribution of the candidate to the instructional mission, both inside and/or outside the classroom, through multiple modes of evaluation, not just student evaluations. For faculty involved in graduate education, the annual evaluation should address their effectiveness in advising and mentoring graduate students.

33.4.1 The parties shall reopen this article to incorporate guidelines for holistic teaching evaluations and make necessary revisions to reflect the new

guidelines. The parties will convene a labor/management committee with not more than four faculty members chosen by the MSP and four administrators to develop holistic teaching evaluations in consultation with all relevant constituencies such as the MSP, the Faculty Senate, ASER, CTL, and the TEval working group, as well as representatives from each of the schools and colleges to the extent feasible. The committee's work will be informed by the following principles: student surveys should be de-emphasized and evaluations should be more holistic. Evaluations could include components such as: student input using a centrally administered and validated survey instrument, student input through formative assessments, syllabus review, peer assessment, and self-assessment. Nothing herein shall preclude a department from conducting supplemental evaluations of teaching.

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

33.6 Each faculty member retains the right to respond in writing to any written comments made by any individual or group of individuals on the bargaining unit members evaluation and to have the response affixed to the evaluation. Faculty will be provided a maximum of three calendar days from notification of comments to respond at which time the evaluation will advance to the next level of review.

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

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

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

33.8 Student evaluations and other instruments of teaching evaluation shall be kept on file in the department or program office for a period of six years or, in the case of faculty who have not yet been promoted to the rank of Professor, for eight years. This article includes the evaluation of online teaching. No teaching evaluation for tenure, promotion, or continuing appointment, or other personnel action or decision may be based solely upon student feedback.

33.9 At the time of annual evaluation, each non-tenure track faculty member who has received a continuing appointment and their Department Chair/Head shall meet to

discuss whether the current job description accurately reflects the individual's assigned duties and responsibilities and to make any necessary revisions. This review is for the sole purpose of updating job descriptions and shall not be used in any evaluative process.

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

33.11 The AFR/ALR committee's recommended changes to the AFR/ALR forms will be incorporated into the University's new software solution/system. Implementation/customization of the software will be done with periodic consultation with the MSP. Individual faculty and librarians shall control which of their activity data and related information (if any) is available for use beyond the personnel review process. Within the new system, faculty and librarians shall have the option to submit the equivalent of an updated CV and a brief narrative statement in lieu of the long form.

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

Article 34. Periodic Multi-Year Review

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

34.2 Each bargaining unit member who completes PMYR or a successful review for promotion to the rank of Professor or Librarian V and submits a bona fide request for development funds shall receive an allocation of $2,000 for that purpose. In any year in which the total amount awarded to bargaining unit members is less than $2,000 times the number of bargaining unit members who complete PMYR or a successful review for promotion to the rank of Professor or Librarian V, the remaining funds will be added to the Institute for Teaching Excellence and Faculty Development funds described below.

During each academic year, the Amherst campus will allocate $150,000 for a development program in the Institute for Teaching Excellence and Faculty Development.

Article 35. Instruction in Winter and Summer Sessions

The term "courses" as used in this Article shall be understood to mean credit-bearing courses offered outside the Fall and Spring semester.

35.1 The procedure for the development and approval of winter and summer session courses shall be determined through the established governance process. Normally, courses shall be developed and taught by members of the bargaining unit. However, if no member of the bargaining unit is willing or qualified to develop and/or teach a course, the Academic Department offering the course may contract with individuals outside the unit to develop and/or teach such course.

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

35.3 The evaluation of teaching in winter and summer session courses shall be subject to the provisions of Article 33 of the Agreement.

35.4 Faculty teaching winter and summer session courses will have access to technical support to the extent that it is currently provided.

35.5 Effective 9/1/25, the minimum stipend for all credit-bearing winter and summer session courses shall be equal to the lecturer floor provided in Article 26. Departments will have the flexibility to pay below the minimum for independent study, team or co-taught courses, lab and discussion sections, or other responsibilities that are less than a 3-credit course. Otherwise, exceptions to the minimum for courses with an enrollment of fewer than eight students may be made only by agreement between the instructor, the program, and the MSP.

35.6 To ensure quality, the MSP will receive a report by September 1st of each year indicating the proportion of winter and summer courses offered during the preceding academic year that were taught by adjunct faculty.

Article 36. Successorship

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

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

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

Article 37. Duration

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

37.2 For bargaining unit members paid from grant or contract funds, the salary floors for Assistant Professors, Associate Professors, and Professors in Article 26.4 shall take effect at the time of the next grant award or competitive grant renewal.

37.3 On or before January 15, 2027, the parties shall exchange their bargaining demands for changes in the current Agreement. No new bargaining demands may be submitted after said date without the mutual consent of both parties. The parties shall commence negotiations for a successor Agreement no later than February 1, 2027. In the event that either party fails to meet the requirements set forth above, said party shall be deemed to have waived its right to seek changes in the current Agreement. If both parties fail to comply with the requirements set forth above, the terms of the current Agreement shall continue for an additional three-year period from July 1, 2027, through June 30, 2030. If bargaining for a successor Agreement is properly commenced as required herein, this Agreement shall remain in full force and effect until a successor Agreement is executed or an impasse in negotiations is reached.

37.4 This Agreement is entered into as of midnight on the 22nd day of May, 2025 and shall become effective July 1, 2024 retroactively except as provided herein.

Signatories

For the Union:

Signed by:
1DGAE22F9DE243C...
Marc Liberatore, MSP Co-President

5/22/2025
Date

MSP Bargaining Team Members:
Katie D'Urso
Kate Hudson
Lori Reardon
Sigrid Schmalzer
Jeremy Smith

For the University:

DocuSigned by:
2F8EE842527A44B...
Michael Eagen, Associate Provost

5/22/2025
Date

Admin Bargaining Team Members:
Dennis Armistead
Michelle Budig
Shara Denson
Kristen Gibbons
Russell Tessier
Anthony Tuck
Mark Tuominen

On Behalf of the University President's Office:

DocuSigned by:
FAA6EB64DFDF4B1...
Martin T. Meehan, President
5/27/2025 | 6:17:48 PM EDT
Date

DocuSigned by:
529C9F9F3299489...
John Dunlap, CHRO
5/23/2025 | 8:16:26 AM EDT
Date

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

1. PREAMBLE

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

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

A multi-year review of all faculty, which is distinct from the annual and major personnel action reviews, serves a number of internal purposes. First, such a review expands the narrow time window of the annual reviews into an overview of a faculty member's interests, capabilities, and performance that will both inform evaluations and rewards and aid academic planning. Second, such periodic overviews make possible timely consultation, intervention, and assistance that will stimulate and encourage professional development, new initiatives, and/or changes in direction that will benefit both the faculty member and the institution. The multi-year review will also effectively account for faculty members' professional activity.

In adopting a PMYR policy, the university and the tenured faculty, represented by the Massachusetts Society of Professors, MTA/NEA, address the external concern for accountability, while upholding the integrity of tenure and academic freedom. PMYR addresses accountability by fostering continued professional development.

2. PURPOSE

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

3. PRINCIPLES

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

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

3.3 PMYR is neither retenuring nor a major personnel action as defined in the collective bargaining agreement.

3.4 PMYR should be appropriately linked to the annual faculty reviews [AFRs] and should not involve the creation of additional unnecessary bureaucracy.

3.5 PMYR should include both self-assessment and internal peer review, as well as assessment by the Department Chair and Dean.

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

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

4. TIMING OF PROCESS

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

4.2 The first formal consideration of an associate professor for promotion to full professor may be substituted for the initial PMYR unless such promotion consideration is delayed beyond seven years past the promotion to associate professor. If a person is formally considered for promotion to full professor but not promoted and is not subsequently reconsidered for promotion in the interval before the next sabbatical, PMYR will take place two years before the scheduled year of that sabbatical.

4.3 The time of the PMYR may be altered, upon written agreement between the individual and the Department Chair, in the following circumstances:

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

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

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

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

d) Upon request initiated by the faculty member and approved by the Department Chair and the Dean.

5. REVIEW MATERIALS

The foundation of the review will include a brief statement, typically between 1000-2000 and not to exceed 2500 words, submitted by the faculty member that summarizes and assesses their principal activities during the period since the last PMYR or promotion review, and their goals and approach to achieving such goals in the areas of teaching, research/scholarship, creative and/or professional activity and service in the coming years. If the individual's statement calls for a major new initiative or change in the direction of her/his work, the statement will include any requests for additional developmental support needed for that initiative or change in direction. In addition, the faculty member will submit a current curriculum vitae. The Department Chair will supply all evaluations of the faculty member's teaching performance carried out during the previous six years, and the annual faculty evaluation reports (AFRs) for the prior six years and the current year, including any supplemental materials that normally accompany AFRs.

6. REVIEW PROCESS

The Departmental Personnel Committee or other elected committee [hereafter referred to as DPC] and the Department Chair will review the individual's AFRs, curriculum vitae, teaching evaluations, and the submitted statement. After review of the materials, the DPC and the Chair will each recommend that the statement submitted by the faculty member be either:

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

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

If both the DPC and the Chair recommend "Statement accepted" and the Dean concurs, then no further action will be taken, and the review will be concluded. If the Dean does not concur, the statement along with specific comments from the Dean explaining the nonconcurrence will be returned to the faculty member, Personnel Committee, and Chair for revision.

If either the DPC or the Chair recommends "Statement revised," or the Dean indicates

nonconcurrence, the DPC and Chair both shall meet with the individual to discuss ways of optimizing the faculty member's professional contribution through a revised statement. The faculty member shall be allowed to present any supplemental documentation about their performance at this time. The intent of the revised statement is to support and encourage the faculty member's effective contribution and professional development, and it shall in no way impinge on the faculty member's academic freedom. Opportunities to develop professionally may include, but are not limited to, consultation with colleagues to assist in problem areas, a change in department assignments to facilitate improvement in teaching, research or service, the design of a sabbatical leave which is crafted to address the identified needs, and referral to the Institute for Teaching Excellence and Faculty Development, if appropriate.

If a revised statement agreeable to the faculty member, the DPC and the Chair cannot be achieved, the situation will be referred to a five-person college level appeal committee, two members of which are to be nominated and elected by the members of the faculty member's college to serve for a staggered period of two years, two members of which are to be appointed by the Dean to serve for a staggered period of two years, and one member of which will be selected by the faculty member to serve as their representative. In smaller colleges (Education, Engineering, Management, Nursing, and Public Health and Health Sciences), the committee will include one member elected by the faculty of the college, one appointed by the Dean, and one selected by the faculty member. The faculty member shall have the right to remove any committee members (up to six) whose participation they deem inappropriate. The committee including the faculty member's representative will draft a statement in consultation with the Chair, the DPC and the faculty member. This will be the revised statement when adopted by majority vote of the committee.

The revised statement will address the issues identified, will include a timetable and criteria for a follow-up review to take place in three years, and will be signed by the faculty member, the Department Chair and the Dean to signify that all parties have received copies. The revised statement may include a reallocation of the faculty member's effort and such reallocation will itself not diminish the faculty member's entitlement to merit funds; nor shall it impinge on their academic freedom. Any proposed reallocation of duties should not be designed, intended or used for the purposes of controlling, restricting or redirecting the nature of the faculty member's research or scholarship in their field. The revised statement also will indicate what resources or other support will be devoted to promoting the success of the revised statement.

Participation in the PMYR process as described above is required of all tenured faculty members.

During the three-year period after development of a revised statement, the DPC and the Chair will consult as needed with the faculty member, and at least annually will comment in writing on the faculty member's progress toward the goals set forth in the revised statement. The Dean will review these comments and may comment as well. At the end of this three-year period, the DPC, the Chair, and the Dean each will evaluate in writing the

extent to which the goals of the revised statement have been achieved. If the parties concur that the goals have been achieved, the recommendation will be that a subsequent PMYR will take place in four years, restoring the seven-year cycle. If they do not concur, other possibilities may be discussed. The Dean may determine that no further efforts at faculty development are warranted and may refer the matter to the Provost for disciplinary action or dismissal, consistent with the requirements of the Union contract.

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

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

Periodically after implementation of PMYR, the parties will jointly evaluate and report to the campus on how the policy is working.

Appendix A(L): Policy on Periodic Multi-Year Review of Librarians (PMYR)

1. PREAMBLE

The practice of regular annual review of librarian performance based upon an annual report and involving peer review by the Librarians' Personnel Committee and administrative review by supervisors and the DOL is well established on the Amherst campus. The annual review serves as the primary basis for the award of merit monies when they are available and is intended to be a mandatory yearly review of librarian performance even in the absence of merit. Because librarians continue to review their professional activity every year of their careers at the University, including after continuing appointment and promotion, the annual review must be a principal ingredient of any process of post-continuing appointment review.

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

A multi-year review of all librarians, which is distinct from the annual and major personnel action reviews, serves a number of internal purposes. First, such a review expands the narrow time window of the annual reviews into an overview of a librarian's interests, capabilities, and performance that will both inform evaluations and rewards and aid academic planning. Second, such periodic overviews make possible timely consultation, intervention, and assistance that will stimulate and encourage professional development, new initiatives, and/or changes in direction that will benefit both the librarian and the institution. The multi-year review will also effectively account for librarians' professional activity.

In adopting a PMYR policy, the university and the librarians on continuing appointments, represented by the Massachusetts Society of Professors, MTA/NEA, address the external concern for accountability, while upholding the integrity of continuing appointment. PMYR addresses accountability by fostering continued professional development.

2. PURPOSE

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

are maximized throughout their careers.

3. PRINCIPLES

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

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

3.3 PMYR is neither reappointment nor a major personnel action as defined in the collective bargaining agreement.

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

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

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

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

4. TIMING OF PROCESS

4.1 Following the award of Continuing Appointment, a Librarian at half-time or greater must be evaluated in a comprehensive manner through the PMYR process every seven (7) years, unless interrupted by a successful promotion review or the below exceptions, at which point the clock is restarted. Persons who have indicated, in writing, their intention to retire within a three-year period will not be subject to PMYR.

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

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

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

b) When the librarian expresses in writing their intention to retire

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

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

5. REVIEW MATERIALS

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

6. REVIEW PROCESS

The Librarians' Personnel Committee [hereafter referred to as LPC] and the immediate supervisor will review the individual's annual evaluations, curriculum vitae, and the submitted statement. After review of the materials, the LPC and the immediate supervisor will each recommend that the statement submitted by the librarian be either:

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

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

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

If both the LPC and the immediate supervisor recommend "Statement accepted" and the DOL concurs, then no further action will be taken, and the review will be concluded. If the

DOL does not concur, the statement along with specific comments from the DOL explaining the nonconcurrence will be returned to the librarian, Personnel Committee, and immediate supervisor for revision.

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

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

The revised statement will address the issues identified, will include a timetable and criteria for a follow-up review to take place in three years, and will be signed by the librarian, the immediate supervisor, and the DOL to signify that all parties have received copies. The revised statement may include a reallocation of the librarian's effort and such reallocation will itself not diminish the librarian's entitlement to merit funds; nor shall it impinge on their academic freedom. The revised statement also will indicate what resources or other support will be devoted to promoting the success of the revised statement.

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

During the three-year period after development of a revised statement, the LPC and the immediate supervisor will consult as needed with the librarian, and at least annually will comment in writing on the librarian's progress toward the goals set forth in the revised statement. The DOL will review these comments and may comment as well. At the end of this three-year period, the LPC, the immediate supervisor, and the DOL each will evaluate

in writing the extent to which the goals of the revised statement have been achieved. If the parties concur that the goals have been achieved, the recommendation will be that a subsequent PMYR will take place in four years, restoring the seven-year cycle. If they do not concur, other possibilities may be discussed. The DOL may determine that no further efforts at professional development are warranted and may refer the matter to the Provost for disciplinary action or dismissal, consistent with the requirements of the Union contract.

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

7. ASSESSMENT

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

Periodically after implementation of PMYR, the parties will jointly evaluate and report to the campus on how the policy is working.

Appendix B: Waiver of Right of Access to Letters of Recommendation

According to the University's Fair Information Practices Regulations, Trustee Document T77-059, [19] I may waive my right of access to confidential letters of recommendation or evaluation solicited in connection with the above mentioned personnel review. I understand that the University will not use any letters or statements solicited or submitted in connection with this personnel review for any purpose not connected with it.

I also understand the following:

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

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

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

(4) that I may comment upon the appropriateness of the individuals whose letters were solicited, and that I may comment on the substance and appropriateness of any letters I am allowed to see.

In the University's online system for the reappointment, promotion, and tenure process, the candidate will elect one of the following four waiver options.

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

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

3. Having read the above, I waive my right of access to letters of recommendation or evaluation directly and individually solicited from

[19] https://umass.sharepoint.com/sites/FacultySenateArchive/Documents/Forms/AllItems.aspx?id=%2Fsites%2FFacultySenateArchive%2FDocuments%2FFaculty%20Senate%20Meetings%2F%5FAYs%201950%2D1999%2FFair%20Information%20Practices%20Regulations%2DDoc%2E%20T77%2D059%2Epdf&q=T77%2D059&parent=%2Fsites%2FFacultySenateArchive%2FDocuments&parentview=7

persons internal to the campus with an assurance of confidentiality in connection with this review.

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

Appendix C: University of Massachusetts Sabbatical Leave Policy

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

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

    2.1 A record of achievement, service, and contribution during the years of service prior to the leave period that provides reasonable expectation that the objectives of the sabbatical project will be achieved.
    2.2 A sabbatical leave project which promises to contribute to the development of the faculty member in areas of teaching; of research, creative or scholarly activity; and/or of professional service capability, and hence contribute to the institution as a whole upon the return to the University for at least one year following the academic year in which the sabbatical leave takes place.

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

4. Sabbatical leaves can be taken in three ways:

    4.1 Single semester (five-and-a-half months for those on calendar year appointments) at a pay rate determined by the accrued sabbatical credits, up to a maximum of 100%
    4.2 Full year (eleven months for those on calendar year appointments) at a pay rate determined by the accrued sabbatical credits, up to a maximum of 100%
    4.3 Two non-consecutive semesters at a pay rate determined by the accrued sabbatical credits, up to a maximum of 100%.

5. Sabbatical compensation

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

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

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

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

6. Faculty members who are on full salary sabbatical leave may not engage in salaried employment in this country or elsewhere, however desirable the experience, except as provided for in the "Policy on Faculty Consulting and Outside Activities" (Trustee Policy T96- 047).23F[20] This does not preclude acceptance of scholarships, fellowships, or grants for the purpose of research and study for which no services are required, or Fulbright lectureships when teaching is combined with research. A faculty member on a partial-salary sabbatical leave may, with the prior approval of the Dean and Provost, accept outside remuneration

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

for work directly relevant to their teaching, research, creative or professional activity, or service.

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

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

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

Sabbatical Salary Compensation Chart

semesters of credit	% of semester salary	single semester benefit eligibility	% of full year salary	full year benefit eligibility
1	8.3	not eligible	4.2	not eligible
2	16.7	not eligible	8.3	not eligible
3	25.0	not eligible	12.5	not eligible
4	33.3	not eligible	16.7	not eligible
5	41.7	not eligible	20.8	not eligible
6	50.0	full benefits	25.0	loss of benefits
7	58.3	full benefits	29.2	loss of benefits
8	66.7	full benefits	33.3	loss of benefits
9	75.0	full benefits	37.5	loss of benefits
10	83.3	full benefits	41.7	loss of benefits
11	91.7	full benefits	45.8	loss of benefits
12	100.0	full benefits	50.0	full benefits
13			54.2	full benefits
14			58.3	full benefits
15			62.5	full benefits
16			66.7	full benefits

17			70.8	full benefits
18			75.0	full benefits
19			79.2	full benefits
20			83.3	full benefits
21			87.5	full benefits
22			91.7	full benefits
23			95.8	full benefits
24			100.0	full benefits

Appendix C(L): University of Massachusetts Sabbatical Leave Policy for Librarians

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

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

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

4. Librarians will accrue two weeks of sabbatical leave credits for each six months of qualified service. Qualified service includes all weeks of service since the last sabbatical leave (or, for the first sabbatical leave, since appointment) that have not been used for any prior sabbatical leave. Qualified service excludes the calendar year during which a sabbatical leave is taken and excludes any short-term leave taken under Article 20. The exclusion should result in only one year of exclusion if the sabbatical leave starts in one calendar year and extends into another.

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

6. Librarians who are on full salary sabbatical leave may not engage in salaried employment in this country or elsewhere, however desirable the experience. This does not preclude acceptance of scholarships, fellowships, or grants for the purpose of research and study for which no services are required, or Fulbright lectureships when teaching is combined with research. A librarian on a partial-

salary sabbatical leave may, with the prior approval of the DOL and Provost, accept outside remuneration for work directly relevant to their teaching, research, creative or professional activity, or service.

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

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

9. At the time of implementation of this new sabbatical leave policy on September 1, 2012, librarians with at least six years of service will be credited with sabbatical percentage based on their years of service since the date of appointment to the librarian position or since the last sabbatical, whichever is later, up to a maximum of six years. A librarian who has had more than six years of service since the last sabbatical leave may apply for additional sabbatical leave credits. Representatives of the Union and Administration shall discuss and resolve any such applications that are denied.

Appendix D: Partner Employment Program

For the purposes of recruitment and retention of faculty and librarians, the University will continue the Partner Employment Program with the following elements. Any requests for partner hires are subject to availability of funding, finding a suitable placement, and adherence to applicable hiring rules and regulations.

PURPOSE
The purpose of the Partner Employment Program is to recognize the importance of accommodating dual-career families and the considerable benefit such accommodations bring to the University by attracting and retaining excellent faculty and librarians.

SCOPE
Partners of candidates for faculty and librarian positions may be hired as faculty, librarians, or administrative staff within the same administrative units or across Department or School/College/Library lines as part of this program. Waivers of search may be granted by the Provost when partner employment is part of a hiring offer resulting from a national search or is part of an attempt to retain a current MSP bargaining unit member. All participants hired under the Partner Employment Program must be fully qualified for their position and must be approved by the host units.

NOTIFICATION
The Partner Employment Program description shall be permanently posted on the UMass/Amherst Provost's website. Candidates under consideration for hire as a result of a national search shall be informed of the existence of the program and the availability of details on the website.

FUNDING
The Provosts Office has set aside funds to provide partial, temporary salary support for the partner's of some newly-hired faculty and librarians tenure system faculty or current faculty and librarians who are at imminent risk of leaving. The Provost's office will typically provide $40,000 per year for three years to support the hiring of the partner. When appropriate, the funding can be structured in other ways.

In considering funding requests, the Provost may ask the Dean to set priorities. In selecting which request to support, the following (unranked) factors will be considered:

- Contribution to diversity.
- Strategic importance of recruiting the primary hire.
- Value to the campus of the position created for the secondary hire.
- Academic qualifications of both partners.
- Number of other partner hiring subventions that the college with the primary hire has received over the past three years, relative to the college's overall hiring volume.

Funding, if approved by the Provost, will follow the terms described above. Because funds

are limited, an offer may be approved with waiver of search but without a subvention.

Appendix E: Phased Retirement

1. Phased Retirement for Bargaining Unit Members in the Optional Retirement Program (2/25/10 Announcement)

In recognition of the fact that some members of the faculty may wish to phase into retirement gradually, and that such a transitional period may be helpful to the University's planning efforts, the University and the MSP have agreed to a new phased retirement program.

Effective immediately, bargaining unit members in the Optional Retirement Program are eligible to participate in a phased retirement program under which a bargaining member may, for no less than two and no more than five years prior to separation from the University, reduce in time, ordinarily to no less than 25% and no more than 50% time, with a corresponding reduction in salary and an agreed-upon definition of their reduced responsibilities.

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

All such arrangements shall be subject to prior approval by the department head/chair, dean, and the Provost, and decisions shall not be grievable under the MSP/FSU contract. Faculty members on phased retirement appointments will continue to be members of the bargaining unit.

An application form for phased retirement is available at https://www.umass.edu/provost/other-faculty-benefits along with an overview of the effects on various benefits of phased retirement appointments. Faculty members considering phased retirement should consult with Human Resources (545-1478, 545-6115, 545-6121) regarding the impact of various percentages of appointment and decisions about drawing from their ORP accounts.

2. Phased Retirement Benefits and Impact

MSP – Phased Retirement for Optional Retirement Program (ORP) Members

Benefit	**50% benefitted position**	**Less-than 50% position; non benefitted**	
		Draw from your ORP account in a systematic way (ie. "retire" from the ORP)	**Do not draw from your ORP account**
GIC Insurances	Your GIC insurances (health, basic life, optional life, long-term disability) continue through your benefitted University employment. The value of your GIC optional life Insurance will not change based on a reduction in annual salary. You may voluntarily reduce this coverage by completing the necessary forms in Human Resources (325 Whitmore). GIC long-term disability (LTD) is reduced as a result of reduced annual salary. *Note: if you have GIC LTD coverage in addition to your ORP LTD you may wish to evaluate the value of duplicate coverage as the two payments will *offset* one another (more information available on-line at: www.mass.edu/forfacstaff/orp/longtermdisability.asp)	You may continue GIC health, basic and optional life insurances by: 1. Meeting ORP &GIC retiree eligibility requirements • ORP sufficiency of income test (with ORP provider), and • Having contributed to the ORP and/or SERS a MA retirement fund for 10+ FTE years *and* being 55+ years of age *or* having contributed the ORP and/or SERS for 20+ FTE years 2. Beginning to draw off from your ORP account in a systematic way that will allow your GIC premiums to be deducted from a monthly withdrawal. The ORP "retiree" must complete a GIC "form 1" in Human Resources (rm 325 Whitmore) in order to transition to retiree GIC benefits. In some circumstances the GIC will require a retiree to change to a Medicare supplement health insurance plan. The cost of GIC optional life insurance will increase upon retirement and periodically thereafter. www.mass.edu/forfacstaff/orp/home.asp	• If you meet the GIC retiree eligibility criteria (definition at left) but choose *not* to draw from your ORP account, you may continue your GIC health and basic life insurance coverages as a *deferred retiree* by paying 100% of the premium for those coverages. You must complete a "form 1" in Human Resources (rm. 325 Whitmore) to "register" as a deferred retiree. is instance if you choose not to maintain your GIC health insurance it is recommended that you maintain your GIC basic life insurance in order to preserve rights to future GIC benefits. • If you do *not* meet the GIC retiree eligibility criteria (definition at left) you may continue your GIC health insurance coverages for up to 18 months under COBRA by paying 102% of the premium for that coverage. In both instances the GIC will send a COBRA notice to your home offering continued coverage. If you do not return the form and premiums to the GIC in a timely fashion, GIC coverage will be discontinued.

Please note: this document is intended to provide an *overview* of the impact of various employment decisions on University benefits and its not a comprehensive summary of the various laws, policies and plans that define the benefits available to University employees and retirees. In all cases MGL, GIC policy/procedure, policy/procedure of the MA Department of Higher Education, etc. supersede the information in this document.

MSP – Phased Retirement for Optional Retirement Program (ORP) Members

Benefit	**50% benefitted position**	**Less-than 50% position; non benefitted**	
		Draw from your ORP account in a systematic way (ie. "retire" from the ORP)	**Do not draw from your ORP account**
Dental Insurances	Dental insurance continues through your benefitted University employment	You may continue your current dental insurance under COBRA for up to 18 months after transitioning to a non-benefitted position. You are responsible for paying 100% of the COBRA premium charged by dental plan administrator, McKenzie & Company. McKenzie & Company will contact you, in writing at your home, regarding enrollment in COBRA. If you are eligible for retiree benefits through the GIC (as defined above) you may enroll in the GIC retiree dental plan upon: retirement, loss of coverage under another plan (eg. termination of COBRA coverage) or during an open enrollment following ORP retirement.	You may continue your current dental insurance for up to 18 months under COBRA after transitioning to a non-benefitted position. You are responsible for paying 100% of the COBRA premium charged by the dental plan administrator, McKenzie & Company. McKenzie & Company will contact you, in writing at your home, regarding enrollment in COBRA.
Retirement	• The value of your ORP LTD and life insurances are reduced based on the reduction in your annual salary. • Faculty and employer contributions to the ORP are reduced based on the reduction in your annual salary.	As a non-benefitted employee drawing from your ORP account you will not be required to contribute OBRA funds from your post-retirement University earnings ("OBRA" contributions of 7.5% of your earnings).	As a non-benefitted employee *not* drawing form your ORP account (ie, not an ORP retiree) you will be required to contribute 7.5% of your University income to a pre-tax OBRA account, currently administered by Great West Retirement Services www.mass.gov/smartplan/participate/obrainfo.htm
Longevity Payment	N/A until you begin drawing off your ORP account within three years of leaving benefitted UMass Amherst employment.	If you have established 10+ FTE years in ORP and/or SERS and you are 55+ years of age *or* you have established 20+ FTE years of service toward retirement in the ORP and/or SERS – you are eligible for a longevity payment equal to 1.5 days of salary for each full FTE year of service to the University *if* you begin drawing from your ORP account within 3 years of leaving your benefitted University position. The MA Department of Higher Education must provide the University confirmation that you have begun drawing from your ORP account in order for the longevity payment to be generated.	

Please note: this document is intended to provide an *overview* of the impact of various employment decisions on University benefits and its not a comprehensive summary of the various laws, policies and plans that define the benefits available to University employees and retirees. In all cases MGL, GIC policy/procedure, policy/procedure of the MA Department of Higher Education, etc. supersede the information in this document.

MSP – Phased Retirement for Optional Retirement Program (ORP) Members

Benefit	**50% benefitted position**	**Less-than 50% position; non benefitted**	
		Draw from your ORP account in a systematic way (ie. "retire" from the ORP)	**Do not draw from your ORP account**
Continued University employment	N/A – benefitted employment continues	Post-retirement employment forms must be completed in Human Resources by the MSP member. There is no limit (under the MGL) to the number of hours you may work for, or the amount of money you may earn from, the Commonwealth as an ORP retiree.	Post-retirement employment forms must be completed in Human Resources by the MSP member. There is no limit (under the MGL) to the number of hours you may work for, or the amount of money you may earn from, the Commonwealth as an ORP retiree.

Please note: this document is intended to provide an *overview* of the impact of various employment decisions on University benefits and its not a comprehensive summary of the various laws, policies and plans that define the benefits available to University employees and retirees. In all cases MGL, GIC policy/procedure, policy/procedure of the MA Department of Higher Education, etc. supersede the information in this document.

1. Phased Retirement Application

Application for Phased Retirement Appointment

Name: _____
Empl ID: _____
Department: _____
Title: _____

Date of departure from benefited University employment (date employment will fall below 50%): _____
Start date of phased retirement appointment: _____
End date of phased retirement appointment: _____

Percentage of time to be worked (with dates of changes and new percentages, if applicable): _____
Biweekly compensation: _____
Duties and responsibilities: _____
_____
_____
_____
Office/Space Assignment: _____

I understand that, in order to receive the longevity payments provided to retirees under the MSP contract, I must begin drawing from my ORP account within three years of my departure from benefited University employment.

I understand that if any portion of my phased retirement appointment is at less than 50%, I will no longer hold a benefited position with the University and must contact Human Resources to arrange for continuation of benefits, including, but not limited to, health insurance through the Massachusetts Group Insurance Commission.

I understand that I have seven days from the date I sign this application to rescind my application.

I understand that by signing this application, I am, in return for the University's agreement to grant the phased retirement appointment for which I have applied, submitting my non-rescindable resignation from the University of Massachusetts Amherst effective the above "End date of phased retirement appointment" and forfeiting any rights to employment by the University beyond that date.

Signature of applicant: _____
Date: _____

Approval of department head/chair: _____
Date: _____

Approval of dean: _____
Date: _____

Approval of Provost: _____
Date: _____

cc: MSP Office

Appendix F: Post-Retirement

Application for Post-Retirement Appointment

Name: _____

Employee ID#: _____

Department: _____

Title: _____

Anticipated date of retirement: _____

Start date of post-retirement appointment: _____

End date of post-retirement appointment: _____

Percentage of time to be worked: _____

Number of hours per calendar year: _____

Schedule of hours and dates to be worked: _____

Rate of compensation: _____

Duties and responsibilities: _____

_____

_____

_____

Assigned space, if applicable: _____

I understand that, if I am drawing a pension from the Massachusetts State Employees' Retirement System, I am responsible for ensuring that I do not exceed the following limitations outlined in M.G.L. Chapter 32 and that these limitations apply to all employment with the Commonwealth of Massachusetts (including its towns, counties and all agencies):

- employment may not exceed 1200 hours per calendar year, and
- total earnings per calendar year cannot exceed the difference between the retirement allowance and my previous salary in the position from which I retired.

I further understand that, as a retiree, I must cease employment whenever either one of the above two conditions is met. If I wish to continue working, then I must obtain approval from the Massachusetts State Board of Retirement to waive my retirement allowance and, in doing so, I may waive my right to benefits through the Massachusetts Group Insurance Commission. (See M.G.L. c.32, §91)

I also understand that, while on a post-retirement appointment, I will not be a member of the MSP bargaining unit and that denials of requests for post-retirement appointments are not grievable under MSP/FSU contract.

Signature of applicant: _____
Date: _____

Approval of department head/chair: _____
Date: _____

Approval of dean: _____
Date: _____

Approval of Provost: _____
Date: _____

Appendix G: Description of Academic- vs. Calendar-Year Appointments

Any faculty member who, in accordance with Article 14.3, requests or is required by the funding source to have a calendar-year appointment shall be given the following description of the differences between academic and calendar year appointments (Appendix G, Section 2) and shall be required to sign the following form (Appendix G, Section 3) prior to being appointed on such a basis. A faculty member who does not have summer duties and who has a calendar-year appointment for the purposes of payroll convenience shall not be eligible for the accrual of vacation or for the pay-out of accrued vacation. Any faculty member who has a calendar-year appointment because they have summer duties must receive this description and complete and sign the form in Section 3.

1. Description of Academic vs. Calendar Year Appointments
   The following table describes the differences between academic-year and calendar-year appointments. The total salary remains the same for both types of appointments.

	Academic-Year Appointees	**Calendar-Year**	
		***WITHOUT* Summer Duties**	***WITH* Summer Duties**
Payment Schedule	Pay periods: • September–March (if appointed only for fall semester, 13 biweekly pay periods) • January–August (if appointed only for spring semester, 16 biweekly pay periods) • September–August (if appointed for both semesters, 26 biweekly pay periods) Salary is accrued only during the date(s) of service, but it is paid over 13 biweekly pay periods for one semester, or 26 biweekly pay periods for two semesters.	Pay periods: • September–December (fall semester), or shorter if not a full semester course • January–May (spring semester) or shorter if not a full semester course • September–May (both semesters) Salary is accrued and paid only during the period(s) of actual service.	Pay periods: • September–December (fall semester), or shorter if not a full semester course • January–May (spring semester), or shorter if not a full semester course • September–August (both semesters with summer duties) Salary is accrued and paid only during the period(s) of actual service.

Effect on Biweekly Pay	The biweekly salary is smaller than on a calendar- year payment schedule because payments are distributed over a longer period of time. The biweekly rate, which is 1/26th of the annual salary rate, is accrued only over the 9-month academic year but is paid over the 12-month year, typically from September through August. An employee who separates from the university after a semester may continue to be paid (through February if after fall semester, through August if after spring semester) or may be "paid up" any accrued-but- unpaid salary at the end of the semester itself (December or May).	The biweekly salary is larger than on an academic-year payment schedule because payments are distributed over a shorter period of time. The biweekly rate is calculated on the basis of the exact days and weeks scheduled for a given semester's responsibilities, as described above. Salary is paid as it is accrued. An employee who separates from the university or who converts to an academic-year appointment between semesters has no accrued-but-unpaid salary and so will immediately go off payroll.	The biweekly pay amount is 1/26th of the annual salary rate and is "paid as you go," meaning that salary is paid as it is accrued. An employee who separates from the university or who converts to an academic-year appointment between semesters has no accrued-but-unpaid salary and so will immediately go off payroll.

[table continues on next page]

	Academic-Year Appointees	**Calendar-Year Appointees**	
		***WITHOUT* Summer Duties**	***WITH* Summer Duties**
Effect on Pension Credit	The longer period of an academic-year appointment ensures that a full semester's service will be credited to the state for the state retirement system (pro-rated by percentage of time for any given appointment). Each full-time academic-year for which salary is paid yields 12-months of creditable service toward retirement.	Calendar-year contracts for those *without* summer duties are paid during but not between academic semesters unless an active appointment spans two semesters (such as spanning the period between fall and spring semesters). For single-semester appointments (fall only or spring only), creditable service toward retirement is earned only during the semester, and no benefits are accrued during breaks between semesters. Compared to academic-year appointments, single-semester appointments yield service credit that is shorter by about nine weeks per semester. If the appointment period is even shorter than a full semester, even fewer months of service credit will be counted by the state board of retirement.	Calendar-year contracts for those *with* summer duties are paid during and between academic semesters. As such creditable service toward retirement is earned year-round, and benefits are accrued during winter and summer breaks. Compared to an academic- year appointment, this service credit is the same, provided the appointee works the entire year.
E f	For benefited employees (50% time or above), GIC health insurance coverage is effective on the first day of the month following 60 days of eligible employment (assuming timely submission of employment and enrollment paperwork), and continues until the end of the calendar month after the last day of the appointment. For details, see the tables of coverage start and end dates below. **Fall Semester Start Dates:** In the case of a faculty member hired only for fall semester beginning September 1, coverage begins on November 1 and continues through March— provided the employee is employed through the semester and is not "paid up" at the end of the semester. **Spring Semester Start Dates:** In the case of a	**Appointments of One Academic Year Or Less:** For benefited employees (50% time or above), GIC health insurance coverage is effective on the first day of the month following 60 days of eligible employment (assuming timely submission of employment and enrollment paperwork), and continues until the end of the calendar month after the last day of the appointment. For details, see the table of coverage start and end dates below. **Appointments of More Than One Full Academic Year:** Coverage start dates are as described above. For employees whose duties conclude for the year at the end of the spring semester, the last	For benefited employees (50% time or above), GIC health insurance coverage is effective on the first day of the month following 60 days of eligible employment (assuming timely submission of employment and enrollment paperwork), and continues until the end of the calendar month after the last day of the appointment. For details, see the table of coverage start and end dates below. The Group Insurance Commission rules regarding coverage are complicated. You should contact the UMass Benefits Office in HR to fully

	faculty member hired at the beginning of the spring semester in January, coverage begins April 1 and continues through September—provided the employee is employed through the semester and is not "paid up" at the end of the semester. **Long-Term or Open-Ended Appointments:** For faculty with long-term or open-ended appointments, any coverage is continuous after the initial waiting period. The Group Insurance Commission rules regarding coverage are complicated. You should contact the UMass Benefits Office in HR to fully understand the implications of your choices.	day of coverage will be June 30 unless the employee elects and pays for COBRA coverage, in which case coverage will resume at the employee rate on October 1. Employees who do not elect and pay for COBRA coverage will be treated by the GIC as new hires when they go back onto payroll in September, and they will have to undergo the mandatory initial waiting period as detailed in the "GIC Coverage Start Dates" table below. The Group Insurance Commission rules regarding coverage are complicated. You should contact the UMass Benefits Office in HR to fully understand the implications of your choices.	understand the implications of your choices.

<table>
<tr><th>GIC Coverage Start Dates</th><th>GIC Coverage End Dates</th></tr>
<tr><td>For all benefited employees eligible for GIC coverage, assuming timely submission of employment and enrollment paperwork, insurance coverage takes effect on the first day of the month following 60 days of eligible employment, as follows:

<table><tr><th>Hire Date</th><th>Effective Coverage Date</th></tr><tr><td>Jan 2 to Feb 1</td><td>1-Apr</td></tr><tr><td>Feb 2 to Mar 2</td><td>1-May</td></tr><tr><td>Mar 3 to Apr 2</td><td>1-Jun</td></tr><tr><td>Apr 3 to May 2</td><td>1-Jul</td></tr><tr><td>May 3 to Jun 2</td><td>1-Aug</td></tr><tr><td>Jun 3 to Jul 3</td><td>1-Sep</td></tr><tr><td>Jul 4 to Aug 2</td><td>1-Oct</td></tr><tr><td>Aug 3 to Sep 2</td><td>1-Nov</td></tr><tr><td>Sep 3 to Oct 2</td><td>1-Dec</td></tr><tr><td>Oct 3 to Nov 2</td><td>1-Jan</td></tr><tr><td>Nov 3 to Dec 3</td><td>1-Feb</td></tr><tr><td>Dec 4 to Jan 1</td><td>1-Mar</td></tr></table></td><td>GIC coverage terminates at the end of the month following the last day of the appointment, as follows.

<table><tr><th>Employment End Date</th><th>GIC Coverage End Date</th></tr><tr><td>Jan 1-31</td><td>Feb 28</td></tr><tr><td>Feb 1-29</td><td>Mar 31</td></tr><tr><td>Mar 1-31</td><td>Apr 30</td></tr><tr><td>Apr 1-30</td><td>May 31</td></tr><tr><td>May 1-31</td><td>Jun 30</td></tr><tr><td>Jun 1-30</td><td>Jul 31</td></tr><tr><td>Jul 1-31</td><td>Aug 1</td></tr><tr><td>Aug 1-31</td><td>Sep 30</td></tr><tr><td>Sep1-30</td><td>Oct 31</td></tr><tr><td>Oct 1-31</td><td>Nov 30</td></tr><tr><td>Nov 1-30</td><td>Dec 31</td></tr><tr><td>Dec 1-31</td><td>Jan 31</td></tr></table></td></tr>
</table>

2. Payment Form for CY Faculty Appointees WITHOUT Summer Duties

*Calendar-year faculty appointees: complete this form ONLY if you do **not** have summer duties but wish to be paid on a calendar-year basis or are required to have a calendar-year appointment pursuant to Article 14.3. If you **do** have summer duties, complete the form in Section 3 instead.*

Calendar-year payment:

September–December (fall semester) or shorter, if course is less than a full semester

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

I understand that as a calendar-year appointee pursuant to Article 14.3:

(1) My biweekly payments will be larger than if I am paid on an academic- year payment schedule. My biweekly rate will be calculated on the exact days and weeks determined for any given semester's responsibilities. However, the total contract amount will remain the same.

(2) **If I am a benefited employee (50% or above), I will not have a full semester's time (pro-rated to percentage of time) credited to my state service for retirement purposes.** My pro-rated state service will be shortened by approximately nine weeks (per semester) and will be based on the exact dates I am active on the payroll system.

(3) **If I am a benefited employee (50% or above), I understand that all my insurance(s) will be terminated as indicated in the table of coverage start and end dates above.** A calendar-year appointment would terminate any insurance at the end of the month in which I am no longer active on payroll.

I will not accrue vacation because I do not have summer duties. However, any vacation or personal time that I accrue during this appointment through clerical error will be removed without compensation before or **at the end of that appointment.**

Please sign ONLY ONE of these statements:		
A. I hereby CHOOSE to be paid on a calendar-year basis instead of an academic-year basis for reasons of payroll convenience. I do not have summer duties. I understand the implications described above and the consequences of such an appointment. Signature:	**OR**	**B.** My funding source REQUIRES me to be paid on a calendar-year basis. I do not have summer duties. I understand the implications described above and the consequences of such an appointment. Signature:
Name (print):		Name (print):
Department:		Department:
Semester & Year of Appointment:		Semester & Year of Appointment:
Date:		Date:

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

3. Payment Form for CY Faculty Appointees WITH Summer Duties

Calendar-year faculty appointees: complete this form ONLY if you have summer duties, you are paid on a calendar-year basis, ***and*** *you are a member of the MSP bargaining unit. If you* ***do not*** *have summer duties, complete the form in Section 2 instead.*

In accordance with Section 27.3.1 of the MSP contract, faculty members who have summer duties and who are on calendar-year appointments, and who therefore accrue vacation, shall be paid out for the accrued vacation time upon separation from the University or upon conversion to an academic-year appointment, except under the following circumstances:

(a) The faculty member took on a temporary administrative role that came with a fixed-term calendar-year appointment, and the faculty member was offered an opportunity to use all of the accrued vacation before ending that appointment but chose not to take vacation; or

(b) The faculty member with accrued but unused vacation dies or is terminated during the course of a calendar-year appointment, or is retrenched/laid off. In such an instance, payment will be made in an amount equal to the accrued but unused vacation leave.

The Personnel Administrator may, upon request of the Appointing Authority of the deceased person, authorize the payment of such compensation upon the establishment of a valid claim, in the following order of precedence:

First: To the surviving beneficiary or beneficiaries, if any, lawfully designated by the person under the state employees' retirement system:
Second: If there is no such designated beneficiary, to the estate of the deceased. (M.G.L., Chapter 29, §31A).

As a calendar-year appointee with summer duties, I understand that I shall be paid out for accrued vacation time upon separation from the University or upon conversion to an academic-year appointment, except under the special circumstances described above. Signature:
Name (print):
Department:
Semester & Year of Appointment:
Date:

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

Appendix H: Mandatory Reporting of Sexual Harassment and Sexual Misconduct

High-level and supervisory employees such as Vice Chancellors, Vice Provosts, Deans, Department Heads, and Directors (including Directors of Centers and Institutes and Graduate and Undergraduate program directors) as well as employees specifically tasked with responding to incidents of sexual harassment and violence are responsible employees for Title IX purposes and must report incidents of sexual misconduct to the Title IX Coordinator. All such employees that are members of the MSP will be notified of their obligations with notice to the MSP.

Effective immediately all faculty will be encouraged to report incidents of sexual misconduct to either the Title IX coordinator and/or designated "complaint handlers" as that term is defined in University policy. All faculty will be required to:

1. Complete an online Title IX training program;
2. Provide reporting students with information regarding all available campus resources and reporting options; and,
3. If the reporting student wants to make a report to the institution, the faculty member must assist the student in reporting information to a Department/College mandatory reporter (currently referred to as "complaint handlers" or the Title IX coordinator or report for the student as requested.

The MSP and the administration will jointly recommend to the Faculty Senate that the syllabus policy be amended to include a required statement indicating whether the faculty member is a mandatory reporter under the terms of this Agreement and informing students of resources available to survivors for services, support, accommodations, and formal reporting.

Appendix I: Administrative Standards, Faculty and Staff Tuition Discounts (Doc T96-129)

ADMINISTRATIVE STANDARDS
FACULTY AND STAFF TUITION DISCOUNTS[21]
(Doc. T96-129)

I. INTRODUCTION.

As described below, the University offers tuition discounts in the form of Student Tuition Credits to University Employees and retirees, and the Spouses and Dependent Children of University Employees, retirees, and certain deceased University Employees.

These Standards implement Paragraph IV of the *Policy on Tuition Waivers* (T96-129) and codifies and regularizes certain practices and procedures, including those former waivers that had been collectively bargained. *See*, M.G.L. c. 75, § 1B (f).

These Standards apply to all members of the University community, except where any discount or other benefit contained in a collective bargaining agreement may be more favorable. *See*, M.G.L. c.150E, § 7(d).

Each campus and the President's Office is responsible for developing procedures to process requests for the Student Tuition Credits described in these Standards.

II. DEFINITIONS.

(1) ***Dependent Child*** refers to a child of a University Employee or their Spouse: 1) who meets the requirement of dependency as defined by the Internal Revenue Service (whether or not such University Employee or Spouse claimed such child as a dependent on the most recent tax return); or 2) for whom the University Employee or Spouse has financial responsibility, as demonstrated by a court decree or other suitable evidence as may be required by the campus Human Resources Department; but in no event shall Dependent Child mean an individual over the age of twenty-five (25) as of the first day of the semester for which the Student Tuition Credit is to be applied, unless specifically approved in writing by the President or designee.

(2) ***Continuing Education*** refers to self-supporting, non-state-funded courses and programs as defined by a campus.

(3) ***Deceased University Employee*** refers to a person who died while a University Employee.

[21] The *Policy on Tuition Waivers* refers to discounts as "waivers." However, M.G.L. c. 75, § 1B, refers to discounts as "Student Tuition Credits."

(4) ***Part-time*** refers to a regular schedule of at least one-half of the normal number of hours for the position (but less than full-time).

(5) ***Retired University Employee*** refers to a former University Employee who is retired and who meets the criteria for retirement under the rules of the State Board of Retirement.

(6) ***Spouse*** refers to an individual married to a University Employee.

(7) ***Student Charge*** refers to in-state and out-of-state tuition and fees that are charged to students for general attendance at the University; *provided* that, Student Charges shall not include any fee or other charge established by the University that is specific to a particular course, program or activity or any charges for room, board or student health insurance. *See*, M.G.L. c.75, § 1B.

(8) ***Student Tuition Credit*** refers to a reduction in Student Charges for an eligible student. *See*, M.G.L. c.75, § 1B (a).

(9) ***University Employee*** refers to any faculty member or a classified or professional staff member who is paid through the University payroll system, regardless of source of funds, and who is eligible for state benefits through the Group Insurance Commission and the State Board of Retirement. This definition includes employees on sabbatical leave, professional improvement leave, authorized leave without pay, sick leave, or disability leave, but does not include not employees who are no longer employed (whether or not they are collecting workers' compensation or disability insurance benefits).

III. GENERAL PROVISIONS

In the event that any provision in an applicable collective bargaining agreement or campus policy or practice offers benefits to a specific group of employees that exceed the benefits described in these Standards, such applicable provision, campus policy, or practice shall prevail. These Standards do not amend or alter the "System-wide Tuition Remission Policy for Higher Education Employees" administered by the Department of Higher Education.

A. The Student Tuition Credits described in these Standards apply to all courses and program offered at any University of Massachusetts campus, except for the M.D. program at UMass Medical School, programs and courses at UMass Law School at UMass Dartmouth, and courses and programs identified by a campus as Continuing Education.

B. Student Charges applied to all University Employees, Spouses, and Dependent Children for tuition are based on the applicable in-state/resident tuition rates and any Student Tuition Credits are calculated based on and deducted from such applicable in-state/resident tuition rates.

C. University Employees, Spouses and Dependent Children receiving Student Tuition Credits are responsible for paying all other educational costs, including fees (application, laboratory, etc.), books, and supplies.

D. Admission into any course or program at the University is governed by campus admission policies. All University Employees, Spouses and Dependent Children must apply for and meet the applicable admissions criteria to enroll and must continue to meet and maintain all applicable program standards and requirements.

E. Admission to all courses and programs is on a space available basis. Each campus reserves the right to cancel any course or program at any time.

F. As all Student Tuition Credits are former tuition waivers (see, M.G.L. c. 75, § 1B (f)), University Employees, Spouses and Dependent Children may not receive Student Tuition Credits based on these Standards and additional Student Tuition Credits that were also former waivers (*e.g.* the John and Abigail Adams Scholarship).

G. A University Employee may take one (1) course per semester (no more than four credits) during normal working hours; *provided that*, such University Employee's supervisor determines that the course is directly and immediately related to the University Employee's work. Release time may be granted with the approval of the campus Chief Human Resources Officer or designee. Otherwise, the University Employee must use accrued vacation or personal leave or, if necessary, arrange their supervisor to make up any lost work time.

IV. STUDENT TUITION CREDITS

A. University Employees

1. Current/Active University Employees

a. Full-time. A Full-time Current/Active University Employee is eligible to receive a Student Tuition Credit equal to 100% of the applicable tuition in a covered course or program.

b. Part-time. A Part-time Current/Active University Employee is eligible

to receive a Student Tuition Credit of 100% of the applicable tuition in a covered course or program for up to seven (7) credits per semester.

2. Retired University Employees

   A Retired (full- or part-time) University Employee is eligible to receive a Student Tuition Credit equal to 100% of the applicable tuition in a covered course or program for one (1) program of study, whether or not such retired University Employee is enrolled in such program of study at the time of retirement.

3. Terminated University Employees

   Except as provided in Section IV(A)(2), above, former University Employees are not eligible to receive Student Tuition Credits. However, a University Employee who is terminated (for any reason) may complete the semester or course for which a Student Tuition Credit was previously applied.

B. Spouses and Dependents of Current/Active University Employees

1. Graduate Courses or Programs

   A Spouse or Dependent Child of a current/active University Employee is eligible to receive a Student Tuition Credit equal to 20% of the applicable tuition in a covered graduate course or program.

2. Undergraduate Courses or Programs

   a. Current/Active University Employees with two (2) or more years of Full-time Equivalent (FTE) University Service

      A Spouse or Dependent Child of a current/active University Employee with two (2) or more years of Full-time Equivalent (FTE) University Service is eligible to receive a Student Tuition Credit equal to 60% of the applicable tuition in a covered undergraduate course or program.

   b. Current/Active University Employees with less than two (2) years of Full-time Equivalent (FTE) University Service

      A Spouse or Dependent Child of a current/active University Employee with less than (2) years of Full-time Equivalent (FTE) University Service is eligible to receive a Student Tuition Credit equal to 15% of the applicable tuition in a covered undergraduate course or program.

C. Spouses and Dependent Children of Deceased University Employees

A Spouse or Dependent Child of a Deceased University Employee who had at least five (5) years of Full-time Equivalent (FTE) University service is eligible to receive a Student Tuition Credit equal to 55% of the applicable tuition for one (1) undergraduate program of study, whether or not such Spouse or Dependent Child of such Deceased University Employee is enrolled at the time of such University Employee's death.

D. Spouses and Dependent Children of Terminated University Employees

A Spouse or Dependent Child of a former University Employee is not eligible to receive Student Tuition Credits. However, a Spouse or Dependent Child, of a University Employee who is terminated (for any reason) may complete the semester or course for which a Student Tuition Credit was previously applied.

STUDENT TUITION CREDITS

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

[1]Part-time University Employees are eligible for up to seven (7) credits per semester.
[2]One (1) program of study.
[3]One (1) program of study; undergraduate only
[4]With at least five (5) years of FTE University Service; one (1) program of study; undergraduate only

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

Appendix J: Promotion Criteria and Review Process for Non-Tenure Track Faculty with Extension Titles

I. Promotion Criteria and Review Process for Extension Faculty (CAFE)

21.10 E Provisions specific to Extension faculty: These provisions are applicable only to Extension faculty who have a significant portion of their time, effort and responsibility in Extension; whose salaries are supported (at least in part) by federal capacity funds (USDA/NIFA funds that include Smith-Lever, Hatch or McIntire-Stennis) or on state funds being used as the required match for these federal funds; participate in research and extension activities that are reviewed, approved and reported on in accordance with federally determined systems and procedures.

21.10.1E **Progressive Extension Faculty Titles**. The progressive ranks of the Extension faculty shall be: Extension Assistant Professor, Extension Associate Professor and Extension Professor.

21.10.2E **Progression in ranks.**

(a) Extension Assistant Professors who have completed six years of full-time equivalent service are eligible for promotion to Extension Associate Professor.

(b) Extension Associate Professors who have sustained fulfillment of the promotion criteria are eligible for promotion to Extension Professor.

21.10.3E **Eligibility for promotion**: All Extension Assistant Professors with at least six years of full-time-equivalent service or in a position, excluding student employment, with duties and responsibilities substantially the same as an Extension Assistant Professor, will be eligible for consideration for promotion to the rank of Extension Associate Professor. All Extension Associate Professors who have sustained fulfillment of the promotion criteria shall be eligible for consideration for promotion to the rank of Extension Professor.

21.10.4E **Promotion Standards and Criteria**: In addition to having accrued the necessary service credit, and possession of a minimum of a Masters or equivalent professional degree, a candidate for promotion to Extension Associate Professor must demonstrate evidence of:

(a) Achievement sufficient to have gained recognition on and off campus from scholars, Extension educators and professionals in the candidate's field of specialization, for a program of research that is integrated with educational outreach programs, resources, tools or technologies

(b) Successful fulfillment of all federally determined responsibilities and duties associated with their approved projects/programs and

(c) Satisfactory performance of teaching duties where appropriate and

(d) Promise of continuing academic and professional development and achievement

In addition to having accrued the necessary service credit, and possession of a minimum of a Masters or equivalent professional degree (terminal degree preferred) a candidate for promotion to Extension Professor must demonstrate evidence of:

(a) Recognition on and off campus from scholars, Extension educators and professionals in the candidate's field of specialization, as an innovator, leader for a program of research that has achieved significant and sustained public impacts through its integration with educational programs, resources, tools or technologies and

(b) Successful fulfillment of all federally determined responsibilities and duties associated with their approved projects/programs.

(c) Satisfactory performance of teaching duties where appropriate and

(d) Promise of continuing academic and professional development and achievement

21.10.5E **Review Process:** Candidates for promotion to the rank of Extension Associate Professor or Extension Professor shall follow this review process:

(a) Candidates who believe they are eligible to apply for promotion to rank of Associate Extension Professor or Extension Professor should consult with the Department Chair/Head to confirm eligibility.

(b) The candidate assembles a portfolio of accomplishments in their area(s) of responsibility, including a personal statement, a current curriculum vitae, and all other materials that they believe will be essential to an adequate consideration of the case and submits the portfolio to their Department Head/Chair.

(c) The Department Chair/Head shall solicit outside letters of reference drawn from a list of scholars and/or professionals. The solicited referees shall include scholars and professionals from among those provided by the faculty member (if they wish to do so), but the list need not be limited to those the faculty member suggests. Prior to this solicitation, the candidate shall be provided with a copy of the solicitation letter and the list of proposed referees and shall be given an opportunity to comment on the appropriateness of both. External referees shall be provided with the candidate's CV, personal statement(s), and any other materials that

the candidate wishes to include.

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

(e) The Department Head/Chair reviews the portfolio and forwards their recommendation to the relevant College Personnel Committee simultaneously sending a copy to the candidate.

(f) A parallel evaluation is conducted by the Center for Agriculture and the Environment (CAFE) and a letter of evaluation and recommendation is provided by the Center Director. The evaluation by CAFE takes into account the specific nature of the appointment including the time and effort split among research, extension and teaching responsibilities. Input and evidence may be solicited from CAFE affiliated faculty, staff, and administration, as well as from external stakeholders. The letter of evaluation and recommendation is sent to the College Personnel Committee, simultaneously sending a copy to the candidate.

(g) The College Personnel Committee reviews the portfolio and forwards their vote and recommendation to the Dean.

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

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

(j) Prior to making a recommendation that may be contrary to either of the recommendations forwarded from all levels following the departmental level, the College Personnel Committee; Dean; or Provost shall consult in writing with the preceding level. Any response to such consultation must be in writing and must be added to the file.

21.10.6E **Timing**: The candidate may submit their portfolio during the spring semester immediately prior to the academic year in which they will accrue the equivalent of six years of full-time service in their current rank or who believe they have sustained the promotion criteria, whichever is relevant. The review process will be conducted during the following academic year; resulting promotions will be effective on the following September 1st. The candidate will be notified of the Provost's decision no later than August 15 of the summer after the academic year in which the review takes place.

21.10.7E **Effective Date of Promotion:** The promotion of a successful candidate will take effect on September 1 of the academic year following the Provost's

decision.

II. Promotion Criteria and Review Process for Extension Faculty (Non-CAFE)

21.10 E Provisions specific to Extension faculty: These provisions are applicable only to Extension faculty who are not affiliated with the Center for Agriculture Food and the Environment.

21.10.1E **Progressive Extension Faculty Titles**. The progressive ranks of the Extension faculty shall be: Extension Assistant Professor, Extension Associate Professor and Extension Professor.

21.10.2E **Progression in ranks.**

(a) Extension Assistant Professors who have completed six years of full-time equivalent service are eligible for promotion to Extension Associate Professor.

(b) Extension Associate Professors who have completed six years of full-time equivalent service in that title are eligible for promotion to Extension Professor.

21.10.3E **Eligibility for promotion:** All Extension Assistant Professors with at least six years of full-time-equivalent service or in a position, excluding student employment, with duties and responsibilities substantially the same as an Extension Assistant Professor, will be eligible for consideration for promotion to the rank of Extension Associate Professor. All Extension Associate Professors who have sustained fulfillment of the promotion criteria shall be eligible for consideration for promotion to the rank of Extension Professor.

21.10.4E **Promotion Standards and Criteria:** In addition to having accrued the necessary service credit, and possession of a minimum of a Masters or equivalent professional degree, a candidate for promotion to Extension Associate Professor must demonstrate evidence of:

(a) Achievement sufficient to have gained recognition on and off campus from scholars, and professionals in the candidate's field of specialization.

(b) Successful fulfillment of any federally determined responsibilities and duties associated with their approved projects/programs and

(c) Satisfactory performance of teaching duties where appropriate and

(d) Promise of continuing academic and professional development and

achievement

In addition to having accrued the necessary service credit, and possession of a minimum of a Masters or equivalent professional degree (terminal degree preferred) a candidate for promotion to Extension Professor must demonstrate evidence of:

(a) A record of achievement sufficient to have gained substantial recognition on and off campus from scholars, and professionals in the candidate's field of academic specialization.

(b) Successful fulfillment of any federally determined responsibilities and duties associated with their approved projects/programs.

(c) Satisfactory performance of teaching duties where appropriate and

(d) Promise of continuing academic and professional development and achievement

21.10.5E **Review Process:** Candidates for promotion to the rank of Extension Associate Professor or Extension Professor shall follow this review process:

(a) Candidates who believe they are eligible to apply for promotion to rank of Associate Extension Professor or Extension Professor should consult with the Department Chair/Head to confirm eligibility.

(b) The candidate assembles a portfolio of accomplishments in their area(s) of responsibility, including a personal statement, a current curriculum vitae, and all other materials that they believe will be essential to an adequate consideration of the case and submits the portfolio to their Department Head/Chair.

(c) The Department Chair/Head shall solicit outside letters of reference drawn from a list of scholars and/or professionals. The solicited referees shall include scholars and professionals from among those provided by the faculty member (if they wish to do so), but the list need not be limited to those the faculty member suggests. Prior to this solicitation, the candidate shall be provided with a copy of the solicitation letter and the list of proposed referees and shall be given an opportunity to comment on the appropriateness of both. External referees shall be provided with the candidate's CV, personal statement(s), and any other materials that the candidate wishes to include.

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

(e) The Department Head/Chair reviews the portfolio and forwards their recommendation to the relevant College Personnel Committee simultaneously sending a copy to the candidate.

(f) The College Personnel Committee reviews the portfolio and forwards their vote and recommendation to the Dean.

(g) The Dean reviews the portfolio and forwards their recommendation to the Provost, simultaneously sending a copy to the candidate.

(h) The Provost reviews the portfolio and informs the candidate and all previous levels of review of their decision.

(i) Prior to making a recommendation that may be contrary to either of the recommendations forwarded from all levels following the departmental level, the College Personnel Committee; Dean; or Provost shall consult in writing with the preceding level. Any response to such consultation must be in writing and must be added to the file.

21.10.6E **Timing**: The candidate may submit their portfolio during the spring semester immediately prior to the academic year in which they will accrue the equivalent of six years of full-time service in their current rank. The review process will be conducted during the following academic year; resulting promotions will be effective on the following September 1st. The candidate will be notified of the Provost's decision no later than August 15 of the summer after the academic year in which the review takes place.

21.10.7E **Effective Date of Promotion:** The promotion of a successful candidate will take effect on September 1 of the academic year following the Provost's decision.

Appendix K: Promotion Criteria and Review Process for Non-Tenure Track Faculty with Research Titles

21.10R **Provisions specific to research faculty.**

21.10.1R **Progressive Research Faculty Titles.** The progressive ranks of research faculty shall be: Research Assistant Professor, Research Associate Professor and Research Professor. Research faculty titles shall only be used for faculty members who meet all of the following criteria: (1) their salaries are paid entirely from grant funds; (2) their appointments are not considered probationary and they are not eligible for tenure; (3) their responsibilities are primarily in the area of research.

In most cases, each term of the research appointment should not exceed one year, and in no case may single term exceed five years. Research faculty appointments may be terminated due to a reduction or elimination of grant funds with thirty days written notice. Non-reappointment at the end of a term or termination of an appointment due to a reduction of funds shall not be subject to the grievance procedure.

21.10.2R **Progression in ranks**

(a) Research Assistant Professors who have completed six years of full-time equivalent service are eligible for promotion to Research Associate Professor

(b) Research Associate Professors who have completed six years of full-time equivalent service in that title are eligible for promotion to Research Professor.

21.10.3R **Eligibility for promotion.** All Research Assistant Professors with at least six years of full-time-equivalent service or in a position, excluding student employment, with duties and responsibilities substantially the same as a Research Assistant Professor, will be eligible for consideration for promotion to the rank of Research Associate Professor. All Research Associate Professors with at least six years of full-time-equivalent service as a Research Associate Professor or in a position, excluding student employment, with duties and responsibilities substantially the same as Research Associate Professor, will be eligible for consideration for promotion to the rank of Research Professor. Service in other titles not explicitly enumerated herein or service in comparable positions at other institutions may be credited towards eligibility for promotion at the time of appointment to a research faculty position if it is included in the offer letter or written agreement.

21.10.4R **Promotion Standards and Criteria.** In addition to having accrued the necessary service credit, and possession of the appropriate terminal degree, a candidate for promotion to Research Associate Professor must demonstrate evidence of:

(a) A record of achievement sufficient to have gained recognition on and off campus from scholars or professionals in the candidate's field of academic specialization; and

(b) Promise of continuing professional development and achievement

In addition to having accrued the necessary service credit, and possession of the appropriate terminal degree, a candidate for promotion to Research Professor must demonstrate evidence of:

(a) A record of achievement sufficient to having gained substantial recognition on and off campus from scholars or professionals in the candidate's field of academic specialization; and

(b) Promise of continuing professional development and achievement.

21.10.5R **Review Process:** Candidates for promotion to the rank of Research Associate Professor or Research Professor shall follow this review process:

(a) Candidates who believe they are eligible to apply for promotion consult with the Department Chair/Head to confirm eligibility.

(b) The candidate assembles a portfolio of accomplishments in their area(s) of responsibility, including a personal statement, a current curriculum vitae, and all other materials that they believe will be essential to an adequate consideration of the case and submits the portfolio to their Department Head/Chair.

(c) The candidate must supply a list of scholars or professionals in other University departments and from outside the University, to serve as evaluators to the Department Head/Chair with the portfolio. The Head/Chair solicits evaluations from the individuals suggested by the candidate and may solicit evaluations from other relevant scholars and professionals.

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

(e) The Department Head/Chair reviews the portfolio and forwards their recommendation to the relevant College Personnel Committee

simultaneously sending a copy to the candidate.

(f) The College Personnel Committee reviews the portfolio and forwards their vote and recommendation to the Dean, simultaneously sending a copy to the candidate.

(g) The Dean reviews the portfolio and forwards their recommendation to the Provost, simultaneously sending a copy to the candidate.

(h) The Provost reviews the portfolio and informs the candidate and the previous levels of review of their decision.

21.10.6R **Timing**: The candidate may submit their portfolio during the spring semester immediately prior to the academic year in which they will accrue the equivalent of six years of full-time service in their current rank. The review process will be conducted during the following academic year; resulting promotions will be effective on the following September 1st. The candidate will be notified of the Provost's decision no later than August 15 of the summer after the academic year in which the review takes place.

21.10.7R **Effective Date of Promotion:** The promotion of a successful candidate will take effect on September 1 of the academic year following the Provost's decision.

Appendix L: Provisions Specific to Core Directors and Core Scientists in the Institute for Applied Life Sciences (IALS)

In Fall 2021 the parties agreed to include IALS Senior Research Fellows (SRFs), also known as Core Directors and Core Scientists, in the MSP bargaining unit.

1. Preamble

The Administration recognizes that Core Directors and Scientists in the Institute for Applied Life Sciences are a closely allied group who provide technical expertise related to highly sophisticated instrumentation and associated technologies that advances faculty-led research and teaching. The goals of these scientific directorship positions to manage centralized Core Facilities are aligned with those of the faculty, although pursued through a different career trajectory. Core directors and scientists may also be engaged in grant writing, publishing, experimental design, implementation, data analysis and interpretation.

Core Directors and Scientists within IALS shall be appointed as Clinical Faculty members. Their rank will be commensurate with their experience and credentials as determined by the Director of Core Facilities with concurrence from the Director of IALS. These clinical faculty appointments shall be within IALS and will not be affiliated with an academic department. The terms and conditions of employment for Core Directors and Scientists shall be as provided in this agreement. Terms and conditions of employment not expressly provided in this Agreement shall remain unchanged.

IALS does not have a DPC and annual reviews will be conducted using the non-unit APR template (a process that has been used previously) or other evaluation instrument agreed to mutually by the parties. Evaluative comments will be added to the review by the Director of Core Facilities and the Director of IALS. Departmental governance privileges specific to faculty reviews in academic departments shall not apply to these Core Director and Scientist positions.

2. Primary duties

Core Directors/Core Scientists' current job responsibilities remain in effect. Each individual shall have an accurate job description; per Article 21 the supervisor shall meet with the bargaining unit member annually to review and update job descriptions.

3. Duration of appointment

All current IALS SRFs shall receive credit toward continuing appointment for their years of service at UMass. Because the current Core Directors/Core Scientists have the required years of service, they shall have continuing appointments as required by the MSP contract. New hires will be evaluated for continuing appointment under the process specified in the MSP contract for NTT faculty, with continuing appointment reviews by

the Director of Core Facilities (in lieu of Department Chair) and the Director of IALS (in lieu of Dean).

As part of IALS operations, annual fiscal/operational reviews of each Core are conducted in collaboration with the respective Core Directors. If a core must be eliminated due to significantly reduced need/utilization or obsolescence of technology, the administration shall provide financial and other relevant data to demonstrate the need to eliminate the facility and the Core Director/Core Scientists position within the core facility. In the case of a closure of a core facility, an MSP member must be provided with notice based on their length of service to the University. Each MSP member will receive at least one month of notice for each complete year of service, up to six months of required notice.

4. Titles

a. Current IALS SRFs shall maintain their titles as Core Directors/Core Scientists within IALS.
b. Simultaneously, each Core Director/Core Scientist shall hold the titles of Assistant Clinical Professor, Associate Clinical Professor, or Clinical Professor. Their rank will be commensurate with their experience and credentials as determined by the Director of Core Facilities, with concurrence from the Director of IALS. These clinical faculty appointments shall be within IALS and shall not be affiliated with an academic department.
c. Core Directors/Core Scientists are not eligible for tenure and they are included in Article 21 (NonTenure-Track faculty) except as amended by this appendix.

5. Credit for prior service

Per Article 21.10.3, credit toward promotion will be awarded for prior service in comparable positions at UMass or at other institutions subject to approval by the Director of Core Facilities. Clinical Assistant Professors with six years of full-time-equivalent service shall be eligible for consideration for promotion to the rank of Associate Clinical Professor. Clinical Associate Professors with at least six years of full-time-equivalent service in that rank shall be eligible for consideration for promotion to the rank of Clinical Professor. Service in other titles not explicitly enumerated herein or service in comparable positions at other institutions may be credited towards eligibility for promotion at the time of appointment to a clinical faculty position if it is included in the offer letter or in a subsequent written agreement.

Current Core Directors/Core Scientists will be assigned a rank commensurate with their length of service at UMass and at other institutions.

6. Progression in ranks

a. Core Directors/Core Scientists who have completed six years of full-time equivalent service are eligible for promotion to Clinical Associate Professor.

b. Clinical Associate Professors who have completed six years of full-time equivalent service at that rank are eligible for promotion to Clinical Professor.

7. Promotion Standards and Criteria. In addition to having accrued the necessary service credit, and possession of the appropriate degree, a candidate for promotion shall be evaluated on the following four criteria:

Primary criteria for promotion:

a. a record of achievement in the area(s) of responsibility
b. contributions to the success and utilization of the core facility

Secondary criteria for promotion (if applicable to the individual's position):

c. meritorious scholarly activities and service contributions
d. promise of continuing professional development and achievement

8. Promotion review process

a. Candidates who believe they have the required six years of service to apply for promotion consult with the Director of Core Facilities or their designee to confirm eligibility.
b. The candidate assembles a portfolio of accomplishments in their area(s) of responsibility, including a personal statement, a current curriculum vitae, and all other materials that they believe will be essential to an adequate consideration of the case and submits the portfolio to their supervisor.
c. The candidate provides to the Director of Core Facilities a list of scholars or professionals, to serve as evaluators. The supervisor solicits evaluations from the individuals suggested by the candidate and may solicit evaluations from other relevant scholars and professionals. Current solicitation processes shall be followed, with the list of referees and the draft solicitation letter provided to the candidate before evaluations are requested. No more than six letters shall be required.
d. The core facility steering committee reviews the portfolio and forwards a recommendation to the Director of Core Facilities, simultaneously sending a copy to the candidate.
e. The Director of Core Facilities reviews the portfolio and forwards a recommendation to the Director of the Institute for Applied Life Sciences, simultaneously sending a copy to the candidate.
f. The Director of the Institute for Applied Life Sciences reviews the portfolio and forwards a recommendation to the VCRE, simultaneously sending a copy to the candidate.
g. The VCRE reviews the portfolio and informs the candidate and all previous levels of review of the decision.
h. The candidate retains all rights to respond or to add materials to the file at

each step of the review process.

9. Promotion timing

The candidate will submit their portfolio during the spring semester, or not later than July 1 of the fiscal year in which they will accrue the equivalent of six years of full-time service in their current rank. The promotion of a successful candidate will take effect on July 1 following the VCRE's decision. Current SRFs shall be promoted according to the attached table.

10. Benefits and paid time off

All health, dental, retirement, and other benefits shall be consistent with the MSP contract. All current SRFs shall retain all existing vacation/sick/personal days accrued when they were in non-bargaining-unit positions. Accruals going forward shall be consistent with the MSP contract. Additional compensation from grant funding also shall continue consistent with past practice.

11. Sabbatical/PIF/Outside Employment

IALS Core Directors/Core Scientists shall not be eligible for regular sabbaticals. Core Directors/Core Scientists may apply for limited professional development opportunities that directly relate to the individual's job responsibilities or advance important initiatives for the core facility and IALS. Requests must be approved by the Director of Core Facilities. Core Directors/Core Scientists may engage in limited outside employment that does not cause a conflict of interest or commitment, with prior written approval from the Director of Core Facilities

12. Work Year, Promotion Increments, Salary Floors

All Core Directors/Core Scientists shall be employed on a calendar year basis unless agreed otherwise in writing. Core Directors and Core Scientists shall be covered by the salary floors and promotional increments applicable to their rank as clinical professors on calendar-year appointments.

Appendix M: Prestigious Fellowship Leave Policy

This policy allows eligible faculty members the opportunity to take advantage of fellowship offers from prestigious and highly competitive national or international programs without a reduction in pay or benefits.

1. Each School/College (College) shall maintain a list of approved Prestigious Fellowships. Faculty shall be eligible for a Prestigious Fellowship Leave with full pay and benefits when awarded a fellowship on this list. Only fellowships that are designed to support a prolonged period of intensive scholarship (at least one semester) are eligible. The following fellowships shall be included if applicable in each College's list: American Council of Learned Societies, Center for Advanced Studies, Fulbright, Guggenheim, Harvard/Radcliffe Fellowships, Huntington Library, Institute for Advanced Studies, MacArthur, Mellon, National Endowment for the Humanities, National Humanities Center, Robert Wood Johnson, Sloan Foundation, Social Science Research Council, Spencer Foundation.

2. Faculty may propose the addition of fellowships to a College Prestigious Fellowship list for approval by the department Chair/Head and Dean. The Dean shall make the final decision as to whether the fellowship qualifies for addition to the list, and this will not be grievable.

   Upon award of a fellowship on the College Prestigious Fellowship list, the faculty member shall be awarded a Prestigious Fellowship Leave. The leave will maintain the full salary and benefits of the faculty member, and time on leave is counted towards seniority, sabbatical credit and other benefits. The fellowship award must be paid directly to UMass Amherst and will be utilized by the campus to offset replacement instruction. Thus, the minimum amount of the fellowship award must be equivalent to a half-time lecturer-line salary at the floor plus fringe, which is 45.91% for non-state funded positions. [As of fall 2024, this equals $42,000 for a full academic year fellowship, or $21,000 per semester]. If the terms of the fellowship only permit direct payment to the faculty member, their University pay will be reduced proportionately.

Memorandum of Understanding: Clinical Nursing Faculty:
Implementation of New Contract Language

1. A clinical nursing faculty member with an active clinical appointment in the College of Nursing at UMass Amherst as of July 1, 2017, shall be assigned the rank of Clinical Assistant Professor, effective September 1, 2017, if they meet the following eligibility criteria:
    - 1.1 has an earned doctorate; or is enrolled in a doctoral program and is making reasonable progress toward completion; or declares a commitment to enroll in a doctoral program no later than September 1, 2018, and, once enrolled, makes reasonable progress toward completion.
    - 1.2 has satisfactory records of teaching and service as reflected in the three most recent AFRs,
    - 1.3 has either an established program of clinical nursing scholarship or a realistic written plan for such a program; and
    - 1.4 is engaged in ongoing clinical practice (if applicable) or declares a commitment to engage in clinical practice as defined in Article 21.1C by no later than September 1, 2018, if the practice requirement is in effect on that date, and
    - 1.5 elects in writing to the Department Head/Dean the rank of Clinical Assistant Professor instead of the rank of Clinical Instructor.
2. A clinical nursing faculty member with an active appointment in the College of Nursing as of July 1, 2017, shall be assigned the rank of Clinical Instructor, effective September 1, 2017, if they do not meet the criteria described in Article 21C for the higher clinical ranks.
3. For all such clinical nursing faculty described in #1 and #2 above and for those who currently hold a clinical title who request review for a higher rank, an ad hoc committee composed of equal numbers of clinical and tenure-system faculty shall review the pertinent materials and recommend no later than the end of the Fall 2017 semester, in writing to the Dean, the placement of each clinical nursing faculty at the appropriate rank. The Dean shall make a final decision within 30 calendar days of receipt of the recommendations. Academic administrative officials may make a recommendation or decision counter to the original faculty recommendation only for compelling reasons in written detail, which shall specifically address the content of that recommendation.
4. No faculty member with a clinical title shall suffer a reduction in base salary as a result of placement into a new title.
5. The parties recognize that coordinating clinical courses can require a significant but variable amount of effort depending upon a number of factors such as enrollment; the experience level of the instructors/preceptors under the supervision of course coordinator; and the amount of administrative support provided by the College. The parties further agree that faculty assigned to serve as clinical course coordinators, as the role has been currently defined by the College of Nursing in

consultation with its clinical nursing faculty (see attached description), will receive a minimum of 1 credit teaching release per semester. This provision is unique to the role of clinical course coordinator within the College of Nursing and shall not be used as evidence of a practice or precedent in other matters and shall sunset on June 30, 2020 provided the parties have negotiated a new provision.

Undergraduate Clinical Course Coordinator

University of Massachusetts Amherst
College of Nursing

Clinical course coordinators are administratively responsible to the Assistant Dean in which the course resides. A Clinical Course Coordinator fulfills the usual responsibilities of clinical nursing faculty according to CON and course guidelines. In addition, the professional expectations for a Clinical Course Coordinator involve providing leadership to and collaborating with the following:

Students:

- Communicate regularly with students about the course and related needs or issues
- Develop and update course materials for students enrolled in a clinical course.
- Serve as a referral for students and faculty for issues not resolved at the clinical nursing faculty level.
- Orient students to course syllabus, CET, topical outline, and course expectations.

Curricular Functions:

- Ensure the methods of evaluation are based on the course objectives.
- Ensure that preceptor information is submitted according to CON policy for those courses that use clinical preceptors.
- Consult with personnel of the Nursing Clinical Simulation Laboratory to arrange laboratory experiences for clinical courses as appropriate.
- Adjust courses as needed based on curricular recommendations.
- Provide access to and arrange proctors for medication dosage test and communicate student status to course faculty.
- Communicate with course faculty to determine appropriate make-up for clinical experiences using the current policy in the College of Nursing Handbook.
- Reviewing and/or making updates to clinical simulations (if practice changes)

Clinical nursing faculty /TA/TO:

- Coordinate the production and distribution of course materials for course faculty.
- Orient new faculty to the specific clinical course (e.g. objectives, CET, course outline, journal guidelines, methods of evaluation, course packet, and other clinical assignments).
- Mentor, advise, and refer clinical nursing faculty to resources as needed.
- Be available to contract faculty and preceptors on scheduled clinical shifts for matters of an urgent or emergency nature (i.e., serious injury, serious

infractions, etc.) but be notified within 24 hours of non-emergent items (e.g. student absence due to minor illness, sent home with minor illness). If the coordinator is scheduled on the same day as another group, notification shall follow the chain of command as outlined in the illness/injury policy (handbook).

- Assist contract faculty with writing and implementation of unsafe nursing practice policy violation and/or professional conduct violation.
- Schedule clinical course faculty meetings as needed to facilitate implementation and evaluation of the clinical course.

Administration:

- Communicate any problems, issues, or concerns related to students, faculty, or agency with the appropriate resource(s) below:
  Assistant Dean for Undergraduate Education and Interim
  Associate Dean for Academic Affairs
  Dean of the College of Nursing
  Director, Nursing Clinical Simulation
  Laboratory Business Office
  Undergraduate Curriculum and Standards
  Committee Clinical Agency
  Clinical Placement Staff Coordinator

Staff:

- Collaborate and communicate with support staff for course needs, including information about classroom scheduling.

Clinical Agency:

- Arrange for preceptor replacement as needed
- Ensure contract faculty provides agency with syllabus, topical outline, CET, and list of faculty and student phone numbers as appropriate.
- Serve as a liaison as needed between clinical nursing faculty and clinical agency personnel.
- Provide the link for the preceptor manual for the CON if appropriate