Final Agreement between the Massachusetts Society of Professors (MSP) and the University Administration – Amherst

June 29, 2020

1. One-year extension of the current collective bargaining agreement except as modified by this agreement.

2. No salary increases or new cost items in AY 2020-21.

3. Online education – one-year crisis-response agreement to sunset June 30, 2021:

   a. Course Designations/Definitions: (Every course section will be designated as either on-campus or online.)

      i. Face-to-Face only – Courses that must be delivered in person such as labs, studio and performance classes and additional courses where remote learning is not feasible.

      ii. Traditional Face-to-Face plus Blended – This is a traditional course that will include use of technologies so that all students can access content remotely through video broadcast and/or lecture capture, and through online access to all necessary course materials utilizing Blackboard, Moodle, or other learning management system. Instructors will follow normal protocols as for a face-to-face class, with no alternative curricula and no separate synchronous activities required for remote students; all course materials will be available to all students. If a course in this category has more than 15 or more than 25% remote-only students, a fully online section shall be opened for the remote students or the entire course shall be moved fully online unless the department chair and instructor can agree upon an alternative solution. If a fully online section is opened in addition to a face-to-face section it may be assigned to the original instructor as an overload or assigned to a different instructor within the bargaining unit. For blended courses with up to 15 remote-only students the department chair and instructor will discuss whether additional support is necessary. The definitions in this section do not set a precedent and will sunset on June 30, 2021.
iii. **Fully-Online** – An online-only course or course section with no face-to-face component where all students access the content and complete assessments remotely for the entire semester.

b. **Workload Adjustments for Course Conversion and Course Delivery:**
Faculty teaching assignments shall be developed at the department/program level and faculty members shall have prior and reasonable consultation regarding their assignment. Instructors who develop fully online courses or course sections will be expected to engage extensively with information technology, instructional design and pedagogy experts from the Instructional Design, Engagement and Support group (IDEAS), the Center for Teaching and Learning (CTL), the Libraries and other relevant resources to ensure that the course or section meets University quality standards. Faculty members who are required to convert a traditional course or section to fully online will be granted a workload modification or other accommodation in recognition of the time and effort required for course development work but no additional compensation. A workload modification or accommodation shall be articulated in writing between the faculty member and Department Chair. The faculty member will choose one of the following options:

1) future course release – timing to be determined with approval of the Chair in one of the following seven semesters;
2) one year of sabbatical credit;
3) one year of credit towards continuous appointment (for NTT only without altering the contractual review process).

Tenured faculty will be expected to choose option 2 (sabbatical credit) unless that option is not workable for them. Faculty who leave UMass before using their course release will be made whole.

Any arrangements different from the options above must be agreed to between the faculty member, MSP, and the administration.

Faculty who prepare and teach a traditional face-to-face, traditional face-to-face plus blended course or fully online discussion course (with 12 or fewer students) for which the instructor does not create alternative curricula or put in additional course development/conversion work will not have any workload adjustment or accommodation beyond anything already agreed upon.
c. **Summer work:** Faculty shall be required to work two weeks during the summer without compensation, for the purpose of curriculum planning, course preparation, and training.

d. **Tech and ID support:** The administration will provide all support necessary for faculty to convert and teach traditional plus blended and fully-online courses, including technological assistance as well as instructional design. Departments may appoint faculty with specialized training and/or experience in online education to provide additional technical and instructional design support and mentoring to colleagues. Such faculty leaders shall be eligible for additional workload adjustments as provided in paragraph 3.b. above. Any particular additional or alternative arrangements must be agreed to between the faculty member, MSP, and the administration.

e. **Academic Calendar and Campus Reopening:** The parties agree to bargain negotiable impacts of any changes to the academic calendar for Fall 2020 and Spring 2021. The parties agree to discuss other matters related to reopening campus including the process for allocating emergency funds provided in paragraph 5 below, faculty/librarian accommodations and other safety and health precautions related to COVID-19. Nothing contained herein is a waiver of MSP’s right under MGL Chapter 150E to assert bargaining authority over the above issues.

4. Teaching evaluation process: Suspend SRTI for Fall 2020 and allow instructors to create their own forms, or to use SRTI or FOCUS for student feedback.

5. Continue repurposing of existing contractual funds (computer replacement and childcare) for AY20-21 to address needs presented by COVID-19 pandemic that would include funding for elder care requests. Make reasonable efforts to identify one-time funding if need exceeds collectively bargained amounts.

6. Incorporate previously approved tentative agreements (attached).

7. Agreement subject to the ratification and approval process of both parties, who have the right to voluntarily reopen with mutual agreement based on changed circumstances.
On behalf of the MSP:

Eve Weinbaum, MSP President

MSP Bargaining Team
Heather LaPenn, MTA Consultant and Lead Negotiator
Michelle Gallagher, MSP Consultant
Lori Reardon, MSP Staff
Jacquie Kurland, MSP Bargaining Team
Marc Liberatore, MSP Bargaining Team
Asha Nadkarni, MSP Bargaining Team
Kate Zdepski, MSP Bargaining Team

On behalf of the University:

Michael J. Eagen
Associate Provost for Academic Personnel

Representing
Kumble Subbaswamy, Chancellor
John McCarthy, Provost
Linda Enghagen, Bargaining Team Member
Léonce Ndikumana, Bargaining Team Member
Tricia Serio, Bargaining Team Member
Jocelyn Tedisky, Bargaining Team Member
Sophie Stevenson, Staff

On behalf of the University President’s Office:

Martin Thomas Meehan, President

John Dunlap, Chief Human Resources Officer
Article 6. Dues Checkoff

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

6.2 A bargaining unit member may consent in writing to the authorization of the deduction of Union dues from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Administration and shall bear the signature of the bargaining unit member 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 his/her duties in a sum and with such surety or securities as are satisfactory to the Administration.

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

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

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

6.7 An amount equal to one-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.
Article 7.—Agency Fee

7.1—Beginning 30 days following the commencement of his/her employment, each bargaining unit member who elects not to join or maintain membership in the Union shall be required to pay to the Union as a condition of employment (pursuant to the Rules and Regulations of the Massachusetts Labor Relations Commission, Section 17.05), an amount equal to one-ninth (1/9) of the regular annual agency fees uniformly charged by the Union on a monthly basis from September through June inclusive.

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

7.3—A bargaining unit member may consent in writing to the authorization of the deduction of the agency fee from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Administration and shall bear the signature of the bargaining unit member. A bargaining unit member may withdraw his/her agency fee authorization by giving at least five days' notice in writing to his/her 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.

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

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

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

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

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

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

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

For the University  2/28/2020

For the MSP  2/28/2020
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. 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, 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 faculty 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 four faculty members with voting rights on a particular personnel action, the department may 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 in which 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** later than four months prior to the start of the semester in which the review is to begin, unless a different date is agreed to by the Dean, the faculty member shall submit to the Department/Program Chair/Head any and all materials for inclusion in the basic file that he/she believes will be essential for external referees to review to an adequate consideration of the case. **Not 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 materials in a timely manner without good cause shall, in cases involving review for reappointment and/or tenure, result in issuance of a notice of non-reappointment and no review will be conducted.

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 solicited referees shall include scholars and professionals from among those suggested by the faculty member (if he/she wishes to do so), 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 and internal 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 contents and format of each basic file must minimally include the materials defined on Article 12.6. Each College Personnel Committee shall establish, subject to approval of the Dean, a standard format for CVs, expected evidence of teaching effectiveness and guidelines for the solicitation and use of letters from collaborators, students and internal reviewers.

12.5.12.6 The basic file shall contain the following materials:

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

(1) a table of contents;
(2) a current curriculum vitae (including a bibliography and/or comparable list of professional accomplishments);
(3) copies and reviews of published works and/or evidence of other professional accomplishments;
(4) evaluations evidence of teaching effectiveness per Article 33, including but not limited to those of students; which shall include but not be limited to comprehensive Student Response to Instruction (SRTI) data. Evidence of teaching effectiveness will be added to the file by the Chairperson;
(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. AFRs 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.
Administration Proposal *Incorporates clean-up TA on 12.3.5*
April 10, 2020

MSP Response *Incorporating MSP clean up proposal on internal letters*
April 17, 2020
Administration counterproposal (April 24, 2020)
MSP response (May 8, 2020)

(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.

12.612.7 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.

12.712.8 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.

12.812.9 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.

12.912.10 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.

12.1012.11 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 Each level of review may ask a prior level of review or the candidate to clarify a specific element of the basic file. Such requests shall be in writing and are intended to ensure that information is interpreted correctly and consistently.

12.13 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.

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

12.15 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 his/her
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 his/her 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 12.19 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 12.20 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 12.20.1 the faculty shall be given the opportunity to contribute to the development of such plans;

12.19.2 12.20.2 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
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.
Article 14. Appointment and Reappointment

**Form/Letter Form**: 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 the appropriate Dean or Director of Libraries 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;
14.2.8 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;

14.2.9 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

14.2.10 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 he/she chooses 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.

For the University  
Date

For the MSP  
Date
2010.5 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. The University’s commitment to this flexibility does not mean that every librarian is entitled to a flexible work option. The nature of the work and/or the needs of the Libraries may preclude a flexible work arrangement. Every librarian is entitled to request 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 the DOL, 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 DOL 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 Provost.

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 DOL 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 DOL 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 DOL 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/she will allow the University periodic inspection.
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.
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)¹ 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 his/her 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 his/her departmental, decanal and master personnel file. These indexes shall be certified within a reasonable time by the holder of the file.

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

24.4.1 For faculty members:

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

24.4.2 For librarians:

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

24.5 The academic administrative official who compiles the basic file shall be responsible for compiling an index of the material contained therein (including all exhibits) and sending a copy of this index to the bargaining unit member involved. This index shall be reviewed and updated by the appropriate academic administrative official at each level of administrative review for the personnel actions mentioned in Section 24.4 and a copy of the updated index shall be sent to the bargaining unit member. In the case of librarians, the administrative official designated by the 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 Consistent with the requirements under M.G.L. chpt 150(E). 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, provided that the Union presents written approval of the bargaining unit member to the holder of the personnel file to which access is requested. 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 his/her 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.

For the University 2/28/2020

For the MSP 02/28/2020
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. 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.

(tracked against current language)

Bereavement Leave. Full-time bargaining unit members and part-time bargaining unit members with appointments of 50% time or more shall be granted a leave of absence with pay for a maximum of four days upon evidence satisfactory to the Administration of the death of a spouse, child, stepchild, parent, stepparent, brother, sister, grandparent, grandchild, spouse’s parent, a person for whom the bargaining unit member is the legal guardian, a family member, or for a person for whom the bargaining unit member is primarily responsible for making funeral arrangements, or a person living in the bargaining unit member’s household. 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. 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.
27.3.3 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 Union shall be provided with all documentation provided to the Sick Leave Committee. 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 with appointments of 50% time or more, this accrual shall be pro-rated based on percentage and length of appointment. Bargaining unit members with appointments of less than 50% time are not eligible for sick leave.

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

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

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

(d) 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
MSP Proposal
4/17/20

Admin Response 6/4/20
Union Counter 6/10/20
Admin Response 6/29/2020

health condition or the serious health condition of a family member will be required to submit a written, signed and dated request to their department chair or immediate supervisor. 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 (along with a copy of the leave request submitted to the department chair/ immediate supervisor) shall be sent separately by the bargaining unit member to Human Resources for processing. The Sick Leave Committee shall receive all relevant information pertaining to the request.

(c) Certification by Healthcare Provider. For any period of absence of more than three days due to illness, the Administration may require, for purpose of additional evidence only, a physician’s certificate for the necessity of such absence. Any bargaining unit member who thereafter fails or declines to submit such a statement shall not be entitled to use sick leave until he/she has submitted the requested statement.

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

1. when they are unable to perform their duties due to illness or injury;

2. when, through exposure to contagious disease, the presence of the bargaining unit member at his/her 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.

(e)(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 his/her 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 his/her 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 his/her sick leave or the sick leave bank for these purposes. A request to use a total of 6-90 days shall be granted unless a majority of the Sick Leave Committee votes to deny the request or to authorize a lesser amount than that requested. A request to use a total of more than 90 days shall be granted if a majority of the Sick Leave Committee votes to approve the request. If a bargaining unit member’s request for the use of sick leave or sick leave bank for these purposes for more than five days is denied, the bargaining unit member must return to work for at least one full semester (six months in the case of a librarian) before applying again for the same illness for the same individual.

Bargaining unit members shall also be covered, as applicable, by the Family Medical Leave Act (for details, consult the Division of Human Resources) and by the Small Necessities Leave Act, 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.

(f)(g) Sick Leave Bank. The Sick Leave Bank established under the predecessor Agreement will be maintained for the benefit of

1 https://www.mass.gov/guides/breaks-and-time-off#small-necessities-leave
bargaining unit members who have chosen, pursuant to these policies and procedures, to be members thereof; bargaining unit members who are members of the Sick Leave Bank on the effective date of this Agreement shall remain members unless they choose to withdraw or fail to meet the continuing requirements for membership.

(1) Membership in and Donations to the Bank. Effective one month from the effective date of his or her initial appointment, a bargaining unit member shall automatically become a member of the Sick Leave Bank and one day of his or her personal sick leave shall be assigned to the bank. Bargaining unit members may choose not to participate in the bank by completing a form for this purpose, which shall be made available in the campus personnel office.

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

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

(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. If the member’s request for extension is denied, the individual is not entitled to use the Sick Leave Bank for the same illness or disability until the member returns to work for one full semester.

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

(5) Medical Certification. A Department Chairperson/Head or the Sick Leave Committee may request at any time (and, upon the written request of the President of the Union, shall require) that any member who is drawing sick leave from the Sick Leave Bank submit a physician’s statement certifying the medical ground for sick leave. Any such member who thereafter fails or declines to submit such a letter shall not be entitled to draw sick leave from the Sick Leave Bank for so long as he/she fails to submit the requested certification.

(6)[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.

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

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.

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 his/her duties. At such examination, the bargaining unit member may, if he/she so desires, be represented by a physician of his/her own selection.

27.3.4 Family Leave Policy. The parties agree to the implementation of Trustee Policy #T93-123, "Family Leave Policy,"² 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: The following bargaining-unit members who become biological or adoptive parents of a child under five years of age shall be eligible for parental leave.

(1) All full-time tenure and tenure-track faculty members;
(2) All non-tenure-track faculty members who are not funded by grants, contracts, or gifts; who have three years of full-time University service; and who have appointments that make it

²https://www.umassp.edu/sites/umassp.edu/files/content/policies/board/personnel/Personnel_Family_Leave.pdf
possible to fulfill the return obligation described below;

(3) All librarians with at least four months of service

(c) Timing of Application for and Use of Parental Leave: Parental leave shall be taken during the semester in which the child’s birth or adoption occurs or an immediately adjacent semester. 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 his or her 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\(^3\) and conflict of interest\(^4\) shall continue to apply to the bargaining unit member as if that member were not on leave.

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

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3 https://www.umassp.edu/sites/umassp.edu/files/content/policies/board/academic/Fac_Consulting_Policy_UMA-UMB.pdf
4 https://www.umassp.edu/bot/policies?field_bot_policy_subject_tid=191&title&=Apply
(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.

TDY Changes Related to Family or Medical Needs: The circumstances under which a faculty member may request alteration of the tenure decision year, as described in Trustee Policy T76-081 section 6.2(f), 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 or medical reasons, keeping all family and medical information strictly confidential. The Sick Leave Committee will inform the Dean of approved recommendation. The Dean will forward their recommendation to the Provost who will notify the faculty member of the decision. The Provost’s office will then officially changerecord the new TDY in accordance with Trustee Policy T76-081. The process prescribed in 27.3.3.d shall be followed with approval by the Dean.

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5https://www.umassp.edu/sites/umassp.edu/files/content/policies/board/personnel/Academic_Personnel_Policy_UMASS_A-B.pdf
AFR/ALR Advisory Committee

The Provost will establish an Annual Faculty Report and Evaluation of Professional Activities (AFR) and Annual Librarian Report and Evaluation of Professional Activities (ALR) advisory committee (AFR/ALR advisory committee) for the purpose of making recommendations to improve the AFR/ALR forms and the annual evaluation process. The Provost will consult with the President of the MSP to identify bargaining unit members to serve on the committee. Any recommended changes to the AFR/ALR form and process that concern mandatory subjects of bargaining will be brought back to successor contract negotiations for the parties’ agreement negotiated separately by the parties prior to implementation.
2020-2023 Bargaining
MSP Language Clean up Proposals NEW ITEM
February 14, 2020

MSP proposes to eliminate gender-specific pronouns from the contract. “He/she” would become “they” and his/her would become “their,” etc.

MSP 2/14/2020
MSP
Incorporate more expansive criteria for promotion to Full Professor based on teaching and service.

Proposed language:

Article 12.1:

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 to 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.

12.1 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.

For the University 2/21/2020

For the MSP 2/21/2020
MSP Proposal
Item F on cleanup list (Article 12.3.5)
February 14, 2020

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.

[Signatures and dates]
For the University 2/14/2020
For the MSP 02/14/2020
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 Subject to the availability of funds, the Administration agrees to continue to provide overall support services at least at a level commensurate with those currently in effect for bargaining unit members.

19.3 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.

19.4 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.

19.5 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.

19.6 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.

19.7 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.

For the University Date

For the MSP Date
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 his/her 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 review.
MSP Proposal
Item P on cleanup list (Article 33.6)
02/14/2020

Each faculty member retains the right to respond in writing to any written comments made by any individual or group of individuals on his/her evaluation and to have the response affixed to the evaluation. **Faculty will be provided a maximum of 3 calendar days from notification of comments to respond at which time the evaluation will advance to the next level of review.**

For the University  02/14/2020
Date

For the MSP  02/14/2020
Date
2020-2023 Bargaining
MSP Language Clean up Proposals Item D
February 14, 2020

Lilly fellowships are now available to NTT faculty on continuing appointment. Make this adjustment in Article 21.7.3.

Proposed language:

"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 Institute for Teaching Excellence and Faculty Development’s Student Centered Learning Centers for Teaching and Learning Fellowship funding and but are ineligible for Lilly Fellowships, but not and PMYR support, which is are specifically designated for tenure-system faculty."

For the University Date

For the MSP Date
21.10.8 (to be moved outside 21.10, “Provisions Specific to Lecturer Titles)

**Senior Lecturer Professional Improvement 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 Improvement Fellowships. Fellowships shall be awarded to 12 Senior Lecturers or Senior Lecturer IIs 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 and/or advance important initiatives for their department or college. **Six Fellowships shall be awarded in Fall of 2018 to be taken in Spring of 2019.** Applications for Fellowships will be submitted to the respective College Review Committee provided in Article 21.10.5 (g) for recommendation to the Dean. **No more than three Fellowships shall be recommended from any school or college. All applications 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.
26.3.1 Promotional Increases: Effective September 1, 2018, 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.

<table>
<thead>
<tr>
<th>For Promotion to the Rank of</th>
<th>Increase to Base Salary</th>
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<tbody>
<tr>
<td>Senior Lecturer</td>
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<tr>
<td>Senior Lecturer II</td>
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<td>Assistant Professor</td>
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<td>Associate Professor</td>
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<td>Research Assistant Professor</td>
<td>$8,000</td>
</tr>
<tr>
<td>Research Associate Professor</td>
<td>$9,400</td>
</tr>
<tr>
<td>Research Professor</td>
<td>$14,700</td>
</tr>
<tr>
<td>Extension Assistant Professor</td>
<td>$8,000</td>
</tr>
<tr>
<td>Extension Associate Professor</td>
<td>$9,400</td>
</tr>
<tr>
<td>Extension Professor</td>
<td>$14,700</td>
</tr>
</tbody>
</table>

Promotional increases for clinical and research faculty shall be the same, by rank, as those for tenure-system-stream faculty.

26.4 Salary Floors. The salary floors for all bargaining-unit members shall be as follows, effective July 1, 2018 (increases to floors shall be effective immediately prior to the July 1, 2018 across-the-board increase):
<table>
<thead>
<tr>
<th>Rank</th>
<th>Base Salary Floor for 100% FTE by</th>
</tr>
</thead>
<tbody>
<tr>
<td>Instructor</td>
<td>$61,000</td>
</tr>
<tr>
<td>Assistant Professor</td>
<td>$69,000</td>
</tr>
<tr>
<td>Associate Professor</td>
<td>$78,400</td>
</tr>
<tr>
<td>Professor</td>
<td>$93,100</td>
</tr>
<tr>
<td>Lecturer</td>
<td>$56,000</td>
</tr>
<tr>
<td>Senior Lecturer</td>
<td>$62,500</td>
</tr>
<tr>
<td>Senior Lecturer II</td>
<td>$69,000</td>
</tr>
<tr>
<td>Librarian I</td>
<td>$54,000</td>
</tr>
<tr>
<td>Librarian II</td>
<td>$60,500</td>
</tr>
<tr>
<td>Librarian III</td>
<td>$68,500</td>
</tr>
<tr>
<td>Librarian IV</td>
<td>$77,900</td>
</tr>
<tr>
<td>Librarian V</td>
<td>$86,500</td>
</tr>
<tr>
<td>Clinical Assistant Professor</td>
<td>$69,000</td>
</tr>
<tr>
<td>Clinical Associate Professor</td>
<td>$78,400</td>
</tr>
<tr>
<td>Clinical Professor</td>
<td>$93,100</td>
</tr>
<tr>
<td>Research Assistant Professor</td>
<td>$69,000</td>
</tr>
<tr>
<td>Research Associate Professor</td>
<td>$78,400</td>
</tr>
<tr>
<td>Research Professor</td>
<td>$93,100</td>
</tr>
<tr>
<td>Extension Assistant Professor</td>
<td>$69,000</td>
</tr>
<tr>
<td>Extension Associate Professor</td>
<td>$78,400</td>
</tr>
<tr>
<td>Extension Professor</td>
<td>$93,100</td>
</tr>
</tbody>
</table>

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.

Salary floors for clinical and research faculty shall be the same, by rank, as those for tenure-stream faculty.

For the University  
For the MSP

2/28/2020  
03/28/2020  
Date  
Date
26.6 Funds to Support Bargaining-Unit Members.

26.6.1 In each year of the Agreement (fiscal years 2018, 2019, 2020, and 2021), 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. The criteria and procedures for allocation of these funds and the purchase of computers in effect for the predecessor Agreement shall continue to be applied for the life of this Agreement. 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's allocation.

(d) An annual healthcare assistance transition fund of $40,000 to assist benefitted bargaining-unit members who need healthcare during the sixty-day waiting period for new employees 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 health care assistance 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 of at least $50,000 to aid newly appointed tenure-system bargaining-unit members in their first three years of employment. 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.

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.
Administration counterproposal
Clean up proposal item A
February 14, 2020

Incorporate Massachusetts state employee benefit, State Employee Responding as Volunteers Program SERV, into Article 27 of the agreement (see https://www.mass.gov/guides/what-is-serv)

Proposed language to add to Article 27:

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. Supervisors will approve leave for librarians and faculty to participate in any established 501(c)(3) nonprofit organization or any public school that accepts volunteers, up to the equivalent of one work day (eight hours) per month.

For the University  Date
For the MSP  Date
Incorporating the Partner Employment Program into the collective bargaining agreement
(Possibly an Appendix similar to the Sabbatical policy)

For 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 Provost’s 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. Effective with appointments starting in January 2020 or later, The Provost’s office will typically provide $40,000 per year for three years to support the hiring of the partner. The maximum amount provided shall be $40,000 per year for three years, subject to the availability of funding. When appropriate, the funding can be structured in other ways, provided the total does not exceed $120,000 and the position is expected to last at least three years.
In considering funding requests, the Provost may ask the Dean to set priorities. In selecting which requests 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.

**PROCESS**

1) The host unit shall prepare a position description after the participant has been interviewed satisfactorily by the host unit. Once the initiating and host units, dean(s) and the PEP participant have agreed to a job description and salary, the proposed position details shall be submitted by the primary hire’s Dean to the Provost’s Office for approval of (a) the offer and (b) funding.

2) All contact with the Provost shall come through the Dean, and it is expected that Deans will act as “point persons” for partner hires to faculty and librarian positions. Deans are free to consult the Provost at any time about the availability of financial support or the possibility of a partner hire in Academic Affairs, in another executive area, at another institution of higher education, or elsewhere. (See “Opportunities at other Institutions” below for more about off-campus partner hires)

3) When a hire with tenure is made under the Partner Employment Program, such a hire shall be subject to normal University tenure processes. Partner hires to tenured or tenure-track positions shall be eligible for startup support under the same conditions as regular hires. Should the partner hired require a lab or other facilities, the Infrastructure Group should be alerted as soon as the possibility of the hire emerges.

4) If the appointment is for a faculty or librarian position, the participant shall be a member of the Massachusetts Society of Professors bargaining unit, and all personnel actions and evaluations shall follow the terms of the MSP contract.

5) If the appointment is for an administrative staff position, terms of other bargaining agreements shall be adhered to, as appropriate. The other collective bargaining agreements may present obstacles to a waiver of search; therefore, the subvention for partner hiring to a staff position will also be made available for positions filled through a search, if the hire is made around the time of recruitment or retention.
2020-2023 Bargaining
MSP Language Clean up proposal Item B
February 21, 2020

Administration counterproposal (March 27, 2020)
MSP Response (April 10, 2020)
Administration counterproposal (April 24, 2020)

DOCUMENTATION
Documentation of all hires under the Partner Employment Program shall be maintained in the Provost’s Office, including a statement of the impact of each such hire on the diversity goals of all involved units.

OPPORTUNITIES AT OTHER INSTITUTIONS
The chief academic officers of the member institutions of the Five College Consortium and the Consortium’s Executive Director have developed arrangements to facilitate hiring by one institution of the partner of a new faculty or librarian member at another institution. The financial arrangement provides support for a visiting position for the partner for a period of three years. The salary for the partner is split three ways: 50% from the institution that hires them (and therefore receives the benefit of their services), 25% from Five Colleges Inc. endowment income, and 25% from the institution with the primary hire. To explore the possibility of such an arrangement, or other opportunities at the four colleges, the Dean should contact the Provost.

It is sometimes possible to negotiate partner hires with other institutions, such as UMass Med or the nearby community colleges. Again, the Dean should contact the Provost to explore these possibilities.

For the University       Date       For the MSP       Date
Appendix D: 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 some or all teaching duties; they are not leaves or sabbaticals. Faculty will ordinarily remain in residence and available for limited service activities such as participation on hiring committees and 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 awarding reduced teaching load 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. The following are the provisions for such reduced teaching loads by college.

College of Humanities & Fine Arts

1. For departments that meet the minimum requirements for participation in this initiative (as described below), and for each of their eligible junior faculty members who submit a complete application (also described below), the College will provide replacement funding for one and possibly (if funds allow) two courses for those departments with an at least a 2-2 teaching load.

2. To qualify their departmental faculty for RIS support from CHFA, departments will submit a six-year Junior Faculty Support Plan annually, and interested junior faculty in those departments will submit RIS applications in a timely way. To be minimally eligible, junior faculty will have to

   a) have submitted at least one application for grant funding during their first two years at the University of Massachusetts Amherst,
   b) have had a classroom visit and teaching consultation with the Institute for Teaching Excellence and Faculty Development, ideally during their first two years,
   c) have a work in progress that would benefit from a research-intensive semester, especially so as to complete it by the tenure decisions year; and
   d) have taught a full normal load in each year of their tenure in the department and be scheduled to teach a normal load in the semester before and after the RIS, with no promise or possibility of an additional RIS from the department.

3. Below are the likely elements of these documents.

   3.1 Departments’ Junior Faculty Support Plan:
       This document will be submitted by the Chair and/or Department Personnel Committee by October 1 of each academic year. The document will:

       a) briefly lay out the department’s current and projected plan to support its junior faculty’s advancement, in teaching and research as well as perhaps other ways. This might include, for instance, the department’s
Administration Counterproposal 6/4/2020  
MSP Counterproposal 6/11/20

participation in the Mellon Mutual Mentoring grant or other mentoring structures; its conference travel support, its work-in-progress colloquia, etc. Ideally it will also characterize the department’s policy for junior faculty service and administration.

b) lay out the department’s junior faculty data (numbers, tenure decision years, etc.) and projected needs over the next six years for research-intensive semesters. This might entail surveying junior faculty in order to have some sense of which semesters would be optimal for their RIS and creating a plan to avoid heavily depleted course offerings or faculty availability in any one semester.

c) describe its expected process for guiding junior faculty toward their RIS applications and for then vetting those applications at the departmental level to vouch for their academic soundness and contribution to timely completion of the project.

3.2 Junior Faculty Member’s RIS Application:
This document will be submitted one year in advance. It must include the following:

a) curriculum vitae
b) abstract of main creative or scholarly project
c) time line for progress on the project, with an account of work completed or published
d) rationale for the timing of the research-intensive semester
e) date of the teaching consultation (no details of feedback needed)
f) date[s], amount[s], and use of application[s] for college research funds
g) chair’s brief letter of support with vetting analysis from personnel committee or other departmental agent; the chair’s letter should also outline the replacement plan, if any.

4. College Review and Support
The Dean or designee will review the applications, in consultation with the College Personnel Committee, to ensure that they are complete and worthy of support. Subject to funds available for the program, the College will aim to support all complete applications from eligible junior faculty housed in departments that have submitted a workable Junior Faculty Support Plan. If funding is not sufficient to support all applications, the Dean will seek rankings from the College Personnel Committee to determine which cases are most compelling. In such a triage situation, priority will be given to those faculty who have contributed most strongly to the teaching and/or advising mission of the campus as measured by numbers of students and courses taught, lack of release from teaching, and overall performance as colleagues.

College of Education

To promote the development of each tenure-track faculty member’s scholarly agenda and to promote the likelihood of achieving tenure and promotion, the College of Education will assign to such faculty members a reduced teaching load. All tenure-track faculty members in the College of Education appointed on or after September 1, 2012, shall have a maximum course load of two courses per semester for the duration of their probationary period.

College of Engineering
Administration Counterproposal 6/4/2020
MSP Counterproposal 6/11/20

In any department in the College of Engineering in which the normal instructional load for research-active faculty is at least three courses per year, pre-tenure faculty appointed on or after September 1, 2012, shall have at least a two-course reduction in instructional load during their probationary period. This two-course reduction shall ordinarily be taken by reducing instructional load by one course for each of the first two years, with the precise scheduling to be determined by the department head after consultation with the faculty member, but alternative timing may be arranged by mutual agreement between the department head and the faculty member.

**College of Information and Computer Sciences**

Pre-tenure faculty who are on the tenure track will have a one-course reduction in either (not both) of their first two years of service, and their course assignments within those first two years will usually fall within or close to their areas of specialization. Otherwise, pre-tenure faculty are subject to the same teaching expectations as other tenure-system faculty, including a mix of graduate and undergraduate courses, research seminars, and, at least once annually, courses with significant enrollments. They are also eligible to buy out courses through external funding though such buyouts are typically limited to one course per academic year.

**College of Natural Sciences**

All tenure track faculty members in the College of Natural Sciences appointed on or after September 1, 2012, shall have one semester prior to their tenure decision year with no assigned teaching or release from the equivalent of one semester’s teaching load during their probationary period, with the precise scheduling to be determined by the department chair/head after consultation with the faculty member. If the normal teaching load differs from the fall to the spring semester, the reduction shall be equivalent to the semester with the higher load.

**College of Nursing**

All tenure-track, research-active faculty members in the College of Nursing appointed on or after September 1, 2013, shall receive at least a two-course reduction from the normal instructional load during their probationary period; the normal instructional load for such faculty is at least four courses per academic year. This two-course reduction will ordinarily be taken in the first two years of service with a one-course reduction in each of those first two years. The dean or dean's non-unit designee will determine the precise scheduling after consulting the faculty member. Alternative timing may be arranged by mutual agreement between the dean or dean's designee and the faculty member.

**College of Social & Behavioral Sciences**

All junior faculty members in departments currently housed in SBS who are appointed with one year or less of credit toward the tenure decision year (TDY) shall receive a two-course reduction from the usual departmental load, as follows: In order to ease the faculty member’s transition to the University and help the faculty member carry out activities that will strengthen his/her tenure prospects, a two-course reduction shall occur during the period prior to the TDY, with the precise timing to be determined by the faculty member in consultation with the department chair. This agreement will remain in full force and effect for all impacted faculty until such time as the parties enter into a new agreement.
Isenberg School of Management

All tenure-track faculty members in the Isenberg School of Management appointed on or after September 1, 2011, shall receive, in the first year of their appointment, a one-course reduction from the usual teaching load for their respective departments. Alternatively, this one-course reduction may occur in any year prior to the tenure decision year if approved by the department head or chair. Additional adjustments may be arranged by mutual agreement between the faculty member and the department head or chair.

School of Public Health & Health Sciences

All tenure track faculty members in the School of Public Health and Health Sciences appointed on or after September 1, 2012, shall have at least a two-course reduction in instructional load during their probationary period. This two-course reduction shall ordinarily be taken within the first three years of appointment, with the precise scheduling to be determined by the department chair/head after consultation with the faculty member, but alternative timing may be arranged by mutual agreement between the department chair/head and the faculty member.