Overview
The University of Massachusetts – Amherst reached agreement with the Massachusetts Society of Professors (MSP) on a successor collective bargaining agreement (CBA). The Agreement is in effect from July 1, 2017 through June 30, 2020. Certain economic elements of the collective bargaining agreement are retroactive and subject to the state approving a supplemental appropriation. Below is a summary of the key changes reflected in the Agreement.

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**Economic Provisions**

**Salary Increases**  
Across-the-board (ATB) increases are contingent on the state’s approval of the supplemental appropriation. See Article 26.1.

- July 1, 2017 – 1% retroactive.  
  - 1% retroactive if the state achieves a designated revenue target for Fiscal Year 2018.

- July 1, 2018 – 2% retroactive.

- July 1, 2019 – 2%

**Promotional Increments**  
Effective September 1, 2018, the promotional increments increase by $1,000. See Article 26.3.

<table>
<thead>
<tr>
<th>Faculty Title</th>
<th>Promotional Increment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Lecturer</td>
<td>$6,500</td>
</tr>
<tr>
<td>Senior Lecturer II</td>
<td>$6,500</td>
</tr>
<tr>
<td>Assistant Professor</td>
<td>$8,000</td>
</tr>
<tr>
<td>Associate Professor</td>
<td>$9,400</td>
</tr>
<tr>
<td>Professor</td>
<td>$14,700</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Librarian Title</th>
<th>Promotional Increment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Librarian II</td>
<td>$6,500</td>
</tr>
<tr>
<td>Librarian III</td>
<td>$8,000</td>
</tr>
<tr>
<td>Librarian IV</td>
<td>$9,400</td>
</tr>
<tr>
<td>Librarian V</td>
<td>$10,600</td>
</tr>
</tbody>
</table>

**Salary Floors**  
The agreement provides for an increase in salary floors. See Article 26.4. Effective July 1, 2018 the salary floors are as follows:

<table>
<thead>
<tr>
<th>Faculty Title</th>
<th>Former</th>
<th>New</th>
</tr>
</thead>
<tbody>
<tr>
<td>Instructor</td>
<td>$57,000</td>
<td>$61,000</td>
</tr>
<tr>
<td>Assistant Professor</td>
<td>$64,000</td>
<td>$69,000</td>
</tr>
<tr>
<td>Associate Professor</td>
<td>$74,000</td>
<td>$78,400</td>
</tr>
<tr>
<td>Professor</td>
<td>$92,000</td>
<td>$93,100</td>
</tr>
<tr>
<td>Lecturer</td>
<td>$52,000</td>
<td>$56,000</td>
</tr>
<tr>
<td>Senior Lecturer</td>
<td>$57,500</td>
<td>$62,500</td>
</tr>
<tr>
<td>Senior Lecturer II</td>
<td>$63,000</td>
<td>$69,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Librarian Title</th>
<th>Former</th>
<th>New</th>
</tr>
</thead>
<tbody>
<tr>
<td>Librarian I</td>
<td>$50,000</td>
<td>$54,000</td>
</tr>
<tr>
<td>Librarian II</td>
<td>$56,000</td>
<td>$60,500</td>
</tr>
<tr>
<td>Librarian III</td>
<td>$63,000</td>
<td>$68,500</td>
</tr>
<tr>
<td>Librarian IV</td>
<td>$73,000</td>
<td>$77,900</td>
</tr>
<tr>
<td>Librarian V</td>
<td>$84,000</td>
<td>$88,500</td>
</tr>
</tbody>
</table>
Merit
Merit pay provisions remain in the collective bargaining agreement but are suspended. The campus may distribute one-time merit awards if funds above the state parameters become available. See Article 26.2.12.

Anomaly Increases / Equity Review & Adjustment Process
The existing anomaly increase process will occur during the Fall 2018 semester and the resulting salary adjustments will be effective September 1, 2018. See Article 26.8.

Thereafter, the existing anomaly process will be replaced by an improved salary equity review and adjustment process. A University Salary Equity Committee composed of half faculty and half non-unit administrators will develop rules and procedures for determining the existence of potential salary inequities and make recommendations for correcting them. A pool of $200,000 will be distributed annually to each college by FTE. The Equity Reviews will result in recommendations for salary adjustments to the Provost who will, in consultation with the relevant dean, make final determinations. See Article 26.10.

Computer Replacement Fund
The annual computer replacement fund remains at $100,000 for the purchase of computers for use by bargaining unit members. The individual awards, however, have been increased to $1500 per bargaining unit member. See Article 26.6.

Tuition Remission
Effective September 1, 2018, the tuition remission benefit for undergraduate spouses and dependents of faculty with 2+ years of service will be adjusted from 55% to 60%. See Article 27.10 and Appendix I.

Continuing and Professional Education
Effective September 1, 2018, the minimum stipend for a 3-credit CPE course or its equivalent has been increased to $5,000. Departments have flexibility to pay below the minimum for independent study, team or co-taught courses, lab and discussion sections, or other responsibilities that are less than a 3 credit course. See Article 35.

Online Course Development Agreements
The University may enter into online course development agreements with faculty for a minimum stipend of $5,000. The faculty member will retain full ownership of their creative contributions to the course and will have the right of first refusal to teach the course. If the developer declines to teach the course, the University may permit other instructors to use the course materials.

The agreement will expire after three years and the University may then enter into an agreement with the faculty member for the purposes of updated or refreshing the course
materials. The minimum stipend for such an agreement is $2500 and the terms described above will be renewed for another three year period.

The parties are discussing an alternative compensation model for online course development/adaptation that will permit a royalty payment with a corresponding adjustment to the course development fee. See Article 35.

**Course Releases**

Elected bargaining unit members who normally receive a reduced workload for the purposes of engaging in union activity may now elect to receive a stipend instead of a workload reduction. All costs associated with the replacement of reduced workloads or payment of stipends will be borne by central administration. See Article 5.

**Non-Economic Provisions**

**Title IX**

**Mandatory Reporters:** High-level and supervisory employees such as Vice Chancellors, Vice Provosts, Deans, Departments heads, and Directors (including Directors of Centers and Institutes and Graduate and Undergraduate program directors) as well as employees specifically tasked with responding to incidents of sexual harassment and violence must report incidents of sexual misconduct to the Title IX Coordinator. See Appendix H.

**Training:** Effective immediately all faculty members must complete the online training program referred to as “Bridges: Building a Supportive Community.” See Appendix H.

**Reporting Obligations:** Effective immediately all faculty are encouraged to report incidents of sexual misconduct to either the Title IX coordinator and/or designated “complaint handlers.” All faculty members must provide students who wish to report an incident with information regarding available campus resources and reporting options. All faculty members must also assist the student in reporting information to mandatory reporters or the Title IX coordinator or report for the student if requested. See Appendix H.

**Sexual Harassment Policy Taskforce:** The agreement establishes a joint task force chaired by the Chancellor’s designee and composed of faculty and administrators to review the Sexual Harassment Policy. The task force will make recommendations to the Chancellor for additions and revisions to the Sexual Harassment Policy in areas that impact faculty. The purpose and intent of any new policies and procedures will be to increase both campus safety and confidence in our institutional response to sexual harassment and sexual misconduct. See Appendix H.

**Disciplinary Procedures:** Discipline and dismissal of faculty members for sexual harassment and/or sexual misconduct will now be governed by the appropriate contractual disciplinary procedures instead of the Sexual Harassment Hearing Board process.
Non-Tenure Track (NTT) Faculty

Notice Requirements

NTT less than 50% FTE: Notice of non-reappointment prior to the expiration of an appointment is expected but there is no longer an automatic reappointment or penalty for failure to provide notice. See Article 21.8.

NTT at 50% FTE or greater:

Temporary Need: If an appointment is for a temporary need, such as covering for a faculty member on leave or during a search, the Chair or Head may offer an NTT faculty member an appointment with no notice requirement. In these circumstances, the offer letter must designate the appointment as temporary or “terminal.” See Article 21.9.1.

Non-Temporary Need: For appointments not designated as “terminal” in the offer letter, the department must provide a separate, asynchronous notice of reappointment or non-reappointment pursuant to the notice requirements in the collective bargaining agreement. Failure to meet notice requirements no longer results in an automatic reappointment. Instead, the faculty member shall be entitled to an appointment equivalent to the notice period, payment in lieu of the notice period, or some combination. See Article 21.9.1.

Workload
The agreement confirms that Lecturers with a 100% FTE are assigned service responsibilities and should have a commensurate reduction in teaching load.

Research and Extension Titles
The parties have committee to mutually develop reappointment and promotion procedures for faculty with Research and Extension Titles.

Professional Improvement Fellowships for Senior Lecturers
Effective in the Fall 2018 semester six Fellowships to be taken in Spring of 2019 will be awarded to Senior Lecturers or Senior Lecturer IIs that will provide a one semester teaching release to engage in professional improvement activities that shall directly relate to the faculty member’s job responsibilities and/or advance important initiatives for their department or college.

In each subsequent academic year, twelve Fellowships will be awarded. Applications for Fellowships will be submitted to the respective College Review Committee for recommendation to the Dean. The Dean may recommend up to three candidates and the Provost will make the final determination. See Article 21.10.8.
Academic Freedom
The agreement confirms that bargaining unit members are entitled to full academic freedom in research and in the publication of the results in matters pertaining to their academic service to the university in discussing their subjects in and outside the classroom. See Article 8.

Faculty Involvement in Personnel Matters
The faculty continue to have primary responsibility in the area of personnel matters and that faculty personnel recommendations are and ought to be given great weight. See Article 11.

Department Personnel Committees (DPC): All members of the DPC must be members of the bargaining unit. In the event a member of the DPC is also a member of the CPC, the faculty member cannot vote on candidates for their own department at the college or school level.

A DPC may not delegate responsibilities to non-committee members, however a department’s bylaws may define membership as expanding or contracting in order to discharge particular committee responsibilities. See Article 12.

Basic Files: The agreement now states that the basic file for applicable personnel actions shall include the candidate’s five most recent Annual Faculty Reports and Evaluation (AFR) forms, including any contemporaneous comments by the personnel committee.

Queries: The agreement confirms that prior to making a recommendation contrary to prior recommendations, reviewers, such as the CPC, Dean, Provost or Chancellor, must query the prior reviewers in writing and include the query and any responses to the basic file.

Union Rights
The Union shall be provided an opportunity to appear on the agenda of a regularly scheduled departmental meeting at least once each semester. The Union must provide at least 10 working days’ notice in advance of the meeting.

Librarians
Modified Annual Evaluation: The Annual Report and Evaluation for Librarians (AREL) is now called the "Annual Librarian Report and Evaluation of Professional Activities (ARL). The evaluation form has been updated to reflect this change and incorporates revised criteria for promotions.

Letters of Reference: The agreement now prescribes the number of required letters of reference and whether the referees need to be internal or external the University Libraries based on the personnel action.