

**Agreement 2004 Contract Extension - 1-Year (2007-2008)**

(Page references are to the pages of the 2004-2007 Agreement)

Article I.  
Recognition and Definitions (p. 4)

B. DEFINITIONS

29. Dean of SMAST  
The administrative head of the School for Marine Science and Technology.  
  
[Same change in all other references to the Dean of SMAST: Substitute Dean of SMAST for Director of SMAST.]

Article VII  
Personnel Recommendations (p. 54)

Preamble

[replace lines 45 through 48] For all personnel recommendations, a copy of the recommendation at all levels shall be sent to the candidate, the Department Chair, the College Dean, the Provost, and the President of the Faculty Federation. This provision shall apply to all actions taken pursuant to the sections herein.

The Faculty Federation agrees to send forward all recommendations on contract renewal, tenure, and promotion, including cases in which both the department faculty evaluation committee or tenured faculty and the Department Chair do NOT recommend tenure, providing that all departmental documents (including the recommendations of the Department Tenure Committee and the Department Chair) go forward to the UMass Board of Trustees in any and all such cases where the campus (Chancellor) makes a recommendation on tenure to the Board of Trustees.

F. TIMETABLE FOR PERSONNEL RECOMMENDATIONS (pp. 57-58)

3. Tenure

The tenured members of the department shall forward their recommendation to the Department Chair by December 15. The recommendation of the Department Chair shall be forwarded to the College Academic Council by January 15.

The College Academic Council shall forward its recommendation to the College Dean by February 1. The College Dean's recommendation shall be forwarded to the Provost by March 1. The recommendation of the Provost shall be forwarded to the Chancellor by April 1.

G. ANNUAL FACULTY EVALUATIONS (p. 59)

2. Student Evaluation of Classroom Teaching

[replace paragraph one] The Administration and the Faculty Federation agree to continue negotiations for a common teaching form for all departments and a comprehensive policy on student evaluation of teaching. The first stage of this process will be carried out by representatives of the Faculty Federation who will conduct a faculty-wide study of all aspects of student evaluation of teaching with particular emphasis on the possibility of developing a single form for student evaluations of teaching or a form that will include common questions for all departments. The Federation study committee will report on or before December 1, 2007 to the parties in these negotiations who will establish a committee of six individuals, three appointed by the Faculty Federation and three by the Chancellor, which will consider the

recommendations of the Federation study group with the goal of developing a comprehensive policy on student evaluation of teaching, including the creation of a single standard course evaluation instrument, (which may be part of larger instruments used by departments) for all departments beginning spring semester 2008. The joint committee will make its recommendations to the parties to these negotiations no later than March 1, 2008.

[replace current paragraph two] Each faculty member will be evaluated in every credit course offered at or under the auspices of the University of Massachusetts Dartmouth.

I. TENURE (pp. 62-63)

4. The recommendation on tenure shall be determined by a majority vote by secret ballot of all the tenured faculty members of the Department by December 15 of the year preceding the last probationary year ...
5. On or before January 15 of the candidate's tenure-decision year, the Department Chairperson will forward to the appropriate College Academic Council the faculty member's recommendation, copies of the tenure evaluation documentation, and the Chairperson's own recommendation and substantiation in writing ...

ARTICLE VIII  
WORKING CONDITIONS

O. PARKING FEE (p. 91)

Following the signing of this Agreement, the parties will, jointly with other UMass Dartmouth campus unions, engage in serious discussions that will lead to an agreement on a paid parking system.

ARTICLE XI  
Salary and Fringe Benefits

A. SALARY SCHEDULE (p. 102 et seq.)

2. [replaces current paragraph] Only unit members who are active on the date on which the appropriation funding this agreement is signed and certain former unit members (retired, deceased, laid off, transferred to another UMass campus, leave of absence) shall be considered eligible for the salary rate increases below. Terminated unit members, including those who resign, shall not be considered eligible. Salary provisions applying to Part-Time Lecturers are indicated in Article XV.
4. [replaces current paragraph] Salary increases for all full-time members of the bargaining unit shall be as follows and shall be applied in the order as outlined below:
  - a) Period July 1, 2007 through June 30, 2008
    - 1) Effective July 8, 2007, each member of the bargaining unit who was rated "Recommended" or "Highly Recommended" in the most recent annual evaluation shall receive a two and one-half percent (2.5%) increase to their base salary.
    - 2) Effective July 8, 2007, a one percent (1%) Merit Pool of which 50% shall be Merit I and 50% Merit II, as described in Article XI.B.
    - 3) Effective September 1, 2007, individuals who were promoted during the previous academic year shall receive a salary rate increment. Amounts remain the same . . .
    - 4) Effective September 1, 2007, Minimums Adjustments. Full time members of the bargaining unit whose salary is less than the minimum salary for the various ranks shall have their salary rate

increased to the appropriate minimum. Minimums effective September 1, 2007 are:

*Amounts remain the same . . .*

The minimums effective on this date shall apply to all individuals in rank September 1, 2007.

6. . . . 2007 or 2008 . . . . {change date for eligibility for PMYR rate increase, pg. 105}

C. PROFESSIONAL DEVELOPMENT RESEARCH ACCOUNTS (pp. 109-110)

1. Effective September 1, 2007, separate amounts equal to one percent (1.0%) of the payroll of all lecturers (full time and part time), full time faculty, librarians, and professional technicians, as of September 1, 2007, shall be made available to lecturers (full time and part time), tenure track (or tenured) faculty, librarians, professional technicians. Professional Development and Research Assistance (PDRA) Funds, respectively ...
2. {Delete existing "2"} It is understood by the parties that agreements reached pursuant to Article VIII, O. (Parking fee) would result in commencement of the receipts-based PDRA system above at such time as there is agreement between this unit (F/L/T) and the employer on a paid parking program.
4. All professional development and research assistance funds not encumbered at the close of business on March 31, 2008 will be . . .

D. BENEFITS

10. Health and Welfare (p. 118-119)

b) Funding

{replaces paragraphs 1 through 3} Effective January 1, 2008, the Commonwealth shall contribute \$13.00 per week per full time equivalent member of the bargaining unit.

ARTICLE XII

Professional and Continuing Education

C. CONTRACTS AND SALARY - Credit Courses (p. 122)

5. Salary for credit courses taught through Professional and Continuing Education by full-time and part-time members of the bargaining unit shall be \$1302 per unit for PCE courses beginning on or after July 8, 2007.

ARTICLE XV

Lecturers

A. DEFINITIONS (p. 141)

1. (b)

{replace second paragraph} All Full Time Lecturers shall be evaluated annually by the Department Faculty Evaluation Committee and Department Chair. Annual evaluations shall take into account effectiveness in teaching and any other of the three remaining categories for evaluation as specified in the individual employment contract of the Full Time Lecturer.

[replace third paragraph] All Part Time Lecturers shall be evaluated in teaching effectiveness annually by the Department Chair. Annual evaluations of benefited PTLs shall also take into account academic service as defined in their individual contracts. The Administration agrees to receive and consider a report from the Faculty Federation on principles of evaluation of PTLs and a proposal for an outline of a framework for evaluation of PTLs by Department Chairs to address possible variabilities among departments.

B. SALARY SCHEDULE AND BENEFITS FOR PART- TIME LECTURERS (p. 142)

1. (b) Effective July 8, 2007, each part time lecturer shall receive a minimum salary per unit as follows: beginning with the third consecutive semester of service at UMass Dartmouth, \$1139; for semesters 4 out of 5 through and including semesters 9 out of 10, \$1294; for semesters 10 out of 11 or greater, \$1475.

ARTICLE XXIII  
DURATION

The provisions of this Agreement shall be effective from July 1, 2007, and will continue to remain in full force through June 30, 2008. The 2004-2007 agreement shall be automatically renewed from year to year thereafter, unless by March 1 prior to the expiration date either party notifies the other in writing by registered or certified mail, return receipt requested, of its desire to terminate this Agreement. In the event of impasse in the negotiation of this contract, the provisions shall remain in effect until a successor agreement is in effect.

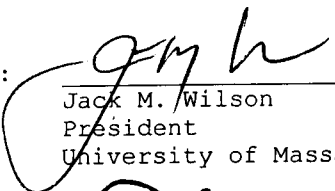
Any changes to the existing agreement shall go into effect only upon additional, complete and identifiable appropriation by the General Court. These funds shall further be allocated by the Governor in accordance with the Massachusetts General Laws, Chapter 150E, Section 7 (c) to the Board of Trustees, in which case all items shall be effective on the dates provided. Once in effect, the parties hereby acknowledge that this agreement shall be binding upon them and shall be effective in all other respects for the period beginning July 1, 2007 through June 30, 2008.

Signed and Sealed this **25<sup>th</sup>** day of **OCTOBER, 2007**.

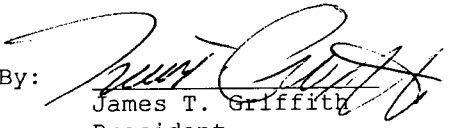
University of Massachusetts  
Board of Trustees

UMass Faculty Federation  
Local 1895, American  
Federation of Teachers,  
AFL-CIO

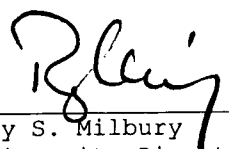
By:

  
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Jack M. Wilson  
President  
University of Massachusetts

By:

  
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James T. Griffith  
President  
UMass Faculty Federation

By:

  
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Roy S. Milbury  
University Director  
of Human Resources

# UMass Faculty Federation Local 1895

American Federation of Teachers AFL-CIO  
University of Massachusetts Dartmouth  
North Dartmouth, Massachusetts 02747  
(508) 999 - 8067 Fax (508) 999 - 8079

## MEMORANDUM OF UNDERSTANDING

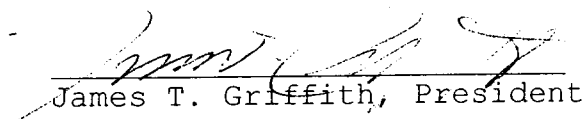
The **University of Massachusetts** and the American Federation of Teachers, AFL-CIO, UMass Faculty Federation, Local 1895, hereby enter into this Memorandum of Understanding on the matter of **"advance declaration of retirement"**.

If a tenured member of the bargaining unit, aged fifty-five (55) or older, has served the University for twenty (20) years or more and has filed an intent to retire at the end of the coming year in writing with the Chancellor prior to September 1 of the last year of service, and the intent to retire has been accepted by the Chancellor, the Chancellor shall increase the retiring individual's salary by an amount equal to the promotion amount for promotion to Professor.

If the individual rescinds the intention to retire, any increased salary increments shall be forfeited and any money realized from the increment shall be paid back in the same manner it was paid out.

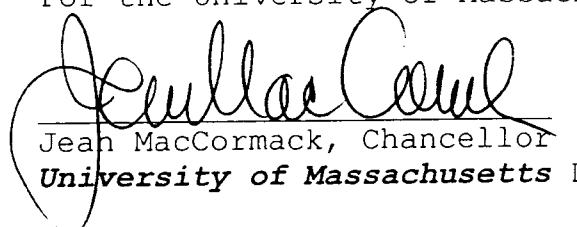
This Memorandum of Understanding is not a precedent in any further matter on the contract renewal process and does not reflect or create a past practice.

For the American Federation of Teachers,  
AFL-CIO. **UMass Faculty Federation, Local 1895**

  
James T. Griffith, President

Date: 12/10/07

For the University of Massachusetts

  
Jean MacCormack, Chancellor  
**University of Massachusetts** Dartmouth.

Date: 12/19/07