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University of
Massachusetts
Dartmouth

Agreement

between the

**Board of Trustees of the
University of Massachusetts**

and the

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

at the

**University of Massachusetts
Dartmouth**

Effective

July 1, 2020

1 Agreement between the Board of Trustees of The University of Massachusetts and the
2 UMASS Faculty Federation, Local 1895, American Federation of Teachers, AFL-CIO.

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4

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1

PREAMBLE

2

This Agreement is entered into by and between the University of Massachusetts Board of Trustees and the UMass Faculty Federation, Local 1895, American Federation of Teachers, AFL-CIO, as the exclusive bargaining agent for the members in the bargaining unit delineated in Article I. Section A.

6

7

This Agreement between the University of Massachusetts Board of Trustees and the UMass Faculty Federation seeks to establish a democratic process whereby the legitimate goals of the Faculty, the Employer, the Students and the Board of Trustees can be achieved and conflicts can be resolved in a democratic and orderly manner.

11

12

As exclusive collective bargaining agent, the Faculty Federation will continue its policy of accepting into voluntary membership all eligible persons in the unit without regard to race, color, creed, national origin, gender, age, marital status, sexual orientation, religion, disability, veteran’s status, political belief or affiliation. The Faculty Federation will represent equally all persons without regard to membership or participation in or association with the activities of any employee organization. Incorporated by reference is the Board of Trustees Policy T92-034, as amended dated 02/23/2011.

20

21

ARTICLE I

22

UMASS FACULTY FEDERATION RECOGNITION sde DEFINITIONS

23

A. RECOGNITION

24

1. Tenured and Pre-Tenure Faculty

25

Commonwealth Professor

26

Chancellor Professor

27

Professor

28

Associate Professor

29

Assistant Professor

30

2. Non-Tenure-Track Faculty

31

Teaching Professor

32

Associate Teaching Professor

33

Assistant Teaching Professor

34

Clinical Professor

35

Clinical Associate Professor

36

Clinical Assistant Professor

37

Full-Time Lecturer

38

Part-Time Faculty

39

Part-Time Lecturer*

40

Jurist in Residence

41

Visiting Professor of Law

1 3. **Faculty Leaders**
2 Department Chairperson
3 Graduate Program Director
4 Program Director

5 4. **Librarians**
6 Librarian
7 Associate Librarian
8 Assistant Librarian
9 Library Assistant
10 Full-Time Visiting Librarian
11 Part-Time Visiting Librarian
12 Law Librarian
13 Associate Law Librarian
14 Assistant Law Librarian
15 Library Division Head

16 5. **Professional Technicians, Associates & Fellows**
17 Professional Technician I
18 Professional Technician II
19 Professional Technician III
20 Professional Technician IV
21 Research Associate
22 Technical Associate
23 Clinical Law Fellow*

24 6. **Research Faculty**
25 Research Professor
26 Research Associate Professor
27 Research Assistant Professor

28 * Individuals with appointments to these positions shall become members of the
29 bargaining unit effective on the first day of their: 1) third consecutive semester
30 or 2) third consecutive year of teaching at least one (1) section in the same
31 academic semester; *provided* that, once an individual achieves bargaining unit
32 status, such status will not be interrupted by a brief break in service of less
33 than one (1) full year.

1 **B. DEFINITIONS**

- 2 1. Whenever the singular is used in this Agreement, it shall include the plural.
- 3 2. The term “Promotion” as used in this Agreement means advancement to a
4 higher rank.
- 5 3. The term “Probationary Period” as used in this Agreement means the period of
6 the bargaining unit member’s employment preceding the granting of tenure or
7 continuing appointment.
- 8 4. The term “Academic Year” shall consist of the period September 1, to May
9 31, inclusive except for the School of Law where it shall consist of the
10 period August 15, to May 15, inclusive, subject to variation by the Law
11 Academic Council to ensure complete fall and spring semesters over a period
12 not less than nine (9) months and not more than forty (40) weeks, and to
13 accommodate graduation, which may occur outside this period.
- 14 5. The term “Employer” shall be defined as the University of Massachusetts
15 Board of Trustees acting through the Chancellor of the University of
16 Massachusetts Dartmouth or their designee.
- 17 6. The term “Trustees” refers to the Board of Trustees for the University of
18 Massachusetts.
- 19 7. The term “University System” refers collectively to all educational facilities
20 or academic locations under the control of the Trustees.
- 21 8. The term “University” as used in this agreement means the University of
22 Massachusetts Dartmouth.
- 23 9. The term “Campus” as used in this agreement means any single educational
24 facility or academic location, including virtual or online locations, of the
25 University.
- 26 10. The term “Department” as used in this agreement means any recognized
27 instructional or service unit.
- 28 11. The term “Administration” as used in this agreement means the President,
29 the University of Massachusetts Dartmouth Chancellor and other principal
30 administrative officers of the University; such designation is not to include
31 individuals and positions as defined under Section A. of Article I., in the
32 Educational Services Unit Contract or Section A. of Article I., of the
33 Trustees/Faculty Federation Agreement. The Administration shall be
34 responsible for the management of the University of Massachusetts
35 Dartmouth.

- 1 12. The term “Chancellor” as used in this agreement means the Chancellor of the
2 University of Massachusetts Dartmouth.
- 3 13. The term “Provost” as used in this agreement means the Chief Academic
4 Officer of the University of Massachusetts Dartmouth.
- 5 14. The term “Chief Research Officer” as used in this agreement means the
6 Chief Research Officer, or where no such person exists, the Provost (or their
7 designee).
- 8 15. The term “Dean” or “Dean of the College” as used in this Agreement means
9 the Deans of the Colleges or Schools of the University or the Dean of
10 Library Services of the University.
- 11 16. The term “Department Chairperson” as used in this Agreement shall mean
12 the individual duly selected in accordance with Article XVIII(A)(1)(f);
13 except that, for personnel actions, including matters pertaining to salary,
14 concerning such individual, the Department Chair shall not be such
15 individual and, instead shall be: a) the co-Department Chairperson if one
16 exists; or b) an Acting Department Chairperson selected in accordance with
17 Article XVIII(A)(1)(f) ; *provided* that, if the Acting Chairperson is the
18 college dean, in any procedure requiring a separate action or
19 recommendation by the Department Chairperson, such separate action or
20 recommendation shall be completed by the most senior tenured faculty
21 member in the department.
- 22 17. The term “Federation Representative” as used in this Agreement means any
23 officially designated representative of the Faculty Federation.
- 24 18. Members of the bargaining unit who are appointed to an Academic
25 Administrator position shall be considered non-unit employees for the
26 duration of their administrative appointment.
- 27 19. The term “Faculty” as used in this Agreement means a member of the
28 bargaining unit enumerated in the recognition clause Article I(A)(1)-(2) who:
29 1) teach at least one (1) course per academic year, or 2) are on a full-year
30 sabbatical leave, or 3) are on an approved leave of absence.
- 31 20. The term “Non-Tenure-Track Faculty” as used in this agreement means a
32 member of the bargaining unit enumerated in the recognition clause Article
33 I(A)(2).
- 34 21. The terms “Part-Time Faculty” and “Part-Time Lecturer” as used in this
35 Agreement mean a member of the bargaining unit whose primary
36 responsibility is teaching, is not “Full-Time” and teaches at least one (1)
37 course.

- 1 22. The term “Clinical Faculty” as used in this Agreement means a member of
2 the bargaining unit holding the title of Clinical Professor, Clinical Associate
3 Professor, or Clinical Assistant Professor.
- 4 23. The term “OCE Instructor” as used in this Agreement means faculty (as
5 defined in paragraphs I(B)(18-21) above) when teaching a credit course in
6 Online & Continuing Education.
- 7 24. The term “Jurist in Residence” as used in this Agreement means a faculty
8 member who formerly served as a judge or justice who is appointed to the
9 School of Law faculty.
- 10 25. The term “Visiting Professor of Law” as used in this Agreement means an
11 individual with teaching experience, who may or may not have an
12 appointment as a law professor at another institution.
- 13 26. The term “Librarian” as used in this Agreement means a member of the
14 bargaining unit who is a staff member of the University Library who holds a
15 Master of Library Science Degree from an institution accredited by the
16 American Library Association or an equivalent degree, and who holds the
17 title Assistant Librarian, Associate Librarian, or Librarian.
- 18 27. The term “Library Assistant” as used in this Agreement refers to a staff
19 member in a professional position with a bachelor’s degree and significant
20 library experience with relevant course work in library science desirable.
- 21 28. The term “Full-Time Visiting Librarian” as used in this Agreement means a
22 librarian other than those holding the title of Librarian or Library Assistant
23 whose normal work week is thirty-seven-and-a-half (37.5) hours.
- 24 29. The term “Part-Time Visiting Librarian” as used in this Agreement means a
25 librarian other than those holding the title of Librarian, Library Assistant or
26 Full-Time Visiting Librarian whose normal work week is twenty (20) hours
27 or fewer.
- 28 30. The term “Law Librarian” as used in this Agreement means a member of the
29 bargaining unit who is a staff member of the University of Massachusetts
30 School of Law Library who holds a Master of Library Science Degree from
31 an institution accredited by the American Library Association or an
32 equivalent degree and a J.D. or L.L.B. degree from an institution accredited
33 by the American Bar Association or a state, and who holds the title Assistant
34 Law Librarian, Associate Law Librarian, or Law Librarian. The provisions
35 of this agreement that apply to Librarians shall also apply to Law Librarians
36 unless the contract says otherwise.

- 1 31. The term “Professional Technician” as used in this Agreement means a
2 member of the bargaining unit, in a professional position, who assists in
3 laboratories, maintains instructional equipment, or prepares instructional
4 material, and who holds the title Professional Technician IV, Professional
5 Technician III, Professional Technician II, or Professional Technician I.
- 6 32. The term “Research Associate” as used in this Agreement means a member
7 of the bargaining unit who is not a member of the faculty and whose primary
8 responsibilities are to: (a) supervise research activities or (b) to conduct
9 research through the University.
- 10 33. The term “Technical Associate” as used in this Agreement means a member
11 of the bargaining unit who is not a Professional Technician and whose
12 primary responsibility is to provide technical support to employees engaged
13 in the supervision or conduct of research activities through the University.
- 14 34. The term “Clinical Law Fellow” as used in this Agreement means a non-
15 faculty employee of the University of Massachusetts School of Law whose
16 primary responsibilities are to work in a Law clinic operated by the School
17 of Law, specifically on direct representation, student supervision, teaching
18 and/or appellate and advocacy work.
- 19 35. The term “Research Faculty” as used in this Agreement means a member of
20 the bargaining unit holding the title of Research Professor, Research
21 Associate Professor or Research Assistant Professor and who is engaged full
22 time in grant supported research or scholarship.
- 23 36. The term “Unsatisfactory Report” as used in this Agreement means that the
24 individual was rated below average on the form used in evaluating teaching
25 effectiveness in a class by more than fifty percent (50%) of the students in
26 that class.
- 27 37. The term “Retrenchment” as used in this Agreement means the layoff of any
28 tenured/tenure-track faculty unit member due to financial exigency and/or
29 substantial declining enrollment or declining enrollment in a context of
30 financial exigency, and does not mean termination for cause.

1
2 **ARTICLE II**
UMASS FACULTY FEDERATION-TRUSTEES RELATIONS

3 **A. FAIR PRACTICES**

4 As exclusive collective bargaining agent, the Faculty Federation will continue its
5 policy of accepting into voluntary membership all eligible persons in the unit
6 without regard to race, color, creed, national origin, gender, age, marital status,
7 sexual orientation, religion, disability, veteran's status, political belief or
8 affiliation. The Faculty Federation will represent equally all persons without
9 regard to membership or participation in or association with the activities of any
10 employee organization.

11 The Trustees agree to continue their policy of not discriminating against any
12 person on the basis of race, color, creed, national origin, gender, age, marital
13 status, sexual orientation, religion, disability, veteran's status or any other groups
14 that may be designated "protected" by law, political belief or affiliation or
15 membership or participation in or association with the activities of any employee
16 organization.

17 The Trustees and the Faculty Federation agree that all forms of discrimination
18 including sexual harassment are illegal practices which will not be condoned in
19 the workplace. Sexual harassment shall be considered as an act of sexual
20 discrimination for the purposes of this Article.

21 The parties agree that no provision of this section shall be deemed to create or
22 confer on any person any right enforceable under the terms of this Agreement.

23
24 The parties agree that the subcommittee that was assembled to develop proposals
25 for Article X(D), "Order of Retrenchment" shall continue for the purpose of
26 developing proposals for Article II(A); *provided*, that any such proposals shall be
27 subject to ratification by the Union and the Employer.

28 **B. INDIVIDUAL CONTRACTS**

29 Rights and benefits of members of the bargaining unit set forth in this Agreement
30 shall be incorporated into and made part of any individual contract of employment
31 with the Board of Trustees. In the event of conflict between the terms of an
32 individual contract of employment and the terms of this Agreement, the latter
33 shall be controlling. This Agreement shall be referred to in employment contracts
34 issued to members of the bargaining unit.

1 **C. CONTINUING CONSULTATION**

2 The Trustees and the Faculty Federation, recognizing the importance of frequent
3 communications in maintaining good relationships, agree to schedule regular
4 meetings with the Faculty Federation local officers or their designees, and similar
5 meetings between the Chancellor and the Executive Officers of the Faculty
6 Federation. Included for discussion shall be faculty-administrator relationships
7 and methods for improvement.

8 These meetings shall not be for the purpose of negotiation with respect to wages
9 and hours or conditions of employment or for discussing specific grievances but
10 shall be for the purpose of discussing and resolving mutual problems affecting the
11 overall relationships between the parties to this Agreement. In addition to the
12 regularly scheduled meetings, special meetings, both at the college and university
13 levels, shall be held at the request of either party to discuss and resolve questions
14 relative to the Agreement.

15 **D. BULLETIN BOARDS**

16 The Faculty Federation shall be permitted to post official Faculty Federation
17 notices on the university bulletin boards.

18 **E. DISTRIBUTION OF MATERIALS**

19 The Faculty Federation shall have the right to place Faculty Federation related
20 materials in the mailboxes of faculty and other professional employees.

21 **F. FEDERATION MEETINGS**

22 On twenty-four (24) hours' notice to the appropriate authority, the Faculty
23 Federation shall have the right to schedule a Federation meeting during normal
24 operating hours in the buildings of the Campus. After a Federation meeting has
25 been scheduled, no other meetings involving faculty members shall be scheduled
26 at the same time.

27 **G. INFORMATION**

28 The Trustees shall make available to the Federation upon its written request,
29 within a responsible time thereafter, such statistics and information related to the
30 collective bargaining unit in the possession of the Board of Trustees as are
31 necessary for the negotiation and implementation of this Agreement. It is
32 understood that this shall not require the Board to compile information and
33 statistics in the form requested unless already compiled in that form or to supply
34 any information that is confidential.

1 **H. TRUSTEE MEETINGS**

- 2 1. The Faculty Federation will be supplied a copy of the agenda and a copy of
3 the packet of back-up materials which is supplied to the press in advance of
4 each regular or special meeting of the Trustees.
- 5 2. All items relating to the terms of the Agreement between the Trustees and the
6 Federation shall be placed on the agenda of the Board of Trustees to be
7 discussed at a specified time determined by the Board with notification to the
8 Faculty Federation.
- 9 3. A copy of the minutes of all Trustee meetings shall be sent to the Faculty
10 Federation President including Executive Session minutes after approval by
11 the Board.

12 **I. FACULTY REPRESENTATION**

13 Any faculty member representing the members of this unit on any committee or
14 other such body established by the Board of Trustees or any agent thereof, which
15 involve matters of conditions of employment, shall be elected by a procedure
16 administered by the UMass Faculty Federation; no faculty member desiring to be
17 a candidate shall be excluded from such election.

18 **J. FACULTY FEDERATION OFFICE**

19 The Federation shall be provided with an office on campus suitable for carrying
20 out its functions under the Agreement.

1
2 **ARTICLE III**
ACADEMIC FREEDOM, DEMOCRACY AND RESPONSIBILITY

3 **A. EDUCATIONAL POLICY AND ACADEMIC FREEDOM**

- 4 1. An Academic Review Committee shall be formed composed of two (2)
5 representatives of the Trustees, two (2) representatives of the Faculty
6 Federation, together with the Provost and the Faculty Federation President,
7 who shall serve alternately as Chairperson of the meetings. The function of
8 this committee is to review changes in academic programs which directly
9 affect wages, hours, and conditions of employment specifically covered by
10 this Agreement. Recommendations of this committee shall be given to the
11 parties to this Agreement for their consideration. Either the Provost or the
12 President of the Faculty Federation may request that the committee convene at
13 a mutually acceptable time and place. The committee shall establish its
14 procedures of operation.
- 15 2. The UMass Faculty Federation and the Board of Trustees agree to accept the
16 statement of principles on academic freedom as follows:
- 17 a) The teacher is entitled to full freedom in research and in the publication of
18 the results, subject to the adequate performance of the other academic
19 duties but research for pecuniary return should be based upon an
20 understanding with authorities of the institution, and shall not interfere
21 with the faculty member's obligations to the University.
- 22 b) The teacher is entitled to freedom in the classroom in discussing subject
23 matter but should be careful not to introduce controversial matter which
24 has no relation to the subject.
- 25 3. The individual faculty member shall have the sole responsibility to determine
26 course content and texts, limited only by course descriptions approved by the
27 appropriate curriculum committees.
- 28 4. Faculty teaching assignments shall be decided by the Department Chairperson
29 in consultation with members of the department and must be acceptable to the
30 Dean of the College or School, except in the School of Law, faculty teaching
31 assignments shall be decided by the Dean or Dean's designee in consultation
32 with members of the department and must be acceptable to the Law Academic
33 Council.
- 34 5. The Trustees shall uphold the faculty's academic freedom to discuss
35 controversial issues.
- 36 6. The exercise of legal and constitutional rights shall in no way jeopardize the
37 faculty member's position or rights.

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

2 **B. SUSPENSION FROM CLASS**

3 The Chancellor may, after consultation with the appropriate College Dean and
4 Provost, suspend a faculty member from class. No faculty member may be
5 removed from the performance of duties without full disclosure of the reasons for
6 the intended suspension to the individual concerned. The faculty member shall
7 have the right to a hearing before the appropriate College Academic Council
8 which shall make its recommendations to the Chancellor. Where a person has
9 been removed from the performance of duties, the administration shall present its
10 reasons at a hearing before the College Academic Council within five (5) school
11 days. If the grievance is not resolved at the level of the College Academic
12 Council, the faculty member involved may pursue the grievance, in an orderly
13 manner, under Article XVII (Grievance Procedures) of this Agreement.

14 **C. THE UNIVERSITY OF MASSACHUSETTS INTELLECTUAL**
15 **PROPERTY POLICY**

16 The prompt and open dissemination of the results of research and creative work
17 among scholars and, eventually, to the public at large is essential to the
18 University's mission of education and research. The commercial development and
19 distribution of the results of research and creative work to benefit the inventor or
20 creator and the economy is part of the University's mission of public service. This
21 Policy is intended to facilitate the commercial development of intellectual
22 property arising at the University and to provide an incentive to University
23 inventors or creators to participate in such development while acknowledging the
24 University's primary goal of the discovery and dissemination of knowledge.

25 1. Definitions

26
27 As used in this Policy, the following words shall have the following meanings:

28 a) Confidential Information - Information that is received by a Covered
29 Individual from a third party under an express or implied obligation of
30 confidence.

31 b) Covered Individuals - All staff, faculty members, students, adjunct
32 professors in residence, and any other individuals associated with the
33 University.

34 c) Copyrightable Work - A creative work that is protectable under the
35 copyright laws of the United States or other countries. Copyright
36 protection is available for most literary, musical, dramatic, and other types
37 of creative works, including, for example, computer software, teaching
38 materials, multimedia works, proposals, and research reports.

- 1 d) CVIP - The University Office of Commercial Ventures and Intellectual
2 Property, which has primary responsibility for administering the
3 development and commercialization of Intellectual Property through
4 licensing or other arrangements.
- 5 e) Director - The Executive Director of the CVIP.
- 6 f) Evaluation Committee or Committee - One of several University
7 committees, each with a particular area of technical expertise, that advises
8 the CVIP and Chief Research Officer in evaluating Inventions, Tangible
9 Research Materials, and Copyrightable Works.
- 10 g) Exempted Scholarly Work - A Scholarly Work that falls within certain
11 categories of Copyrightable Works for which academic institutions have
12 historically waived any ownership interest in favor of the author. The
13 University currently recognizes the following categories of Exempted
14 Scholarly Works: textbooks, class notes, classroom and online
15 presentation and instruction, research articles, research monographs,
16 student theses and dissertations, paintings, drawings, sculpture, musical
17 compositions and performances, dramatic works and performances,
18 poetry, and popular fiction and nonfiction or other works of artistic
19 expression. As modern types of works become clearly established as
20 Scholarly Works, so that individual consideration is no longer deemed
21 necessary, the President may expand this list of Exempted Scholarly
22 Works beyond these historically established categories. As described
23 below, under most circumstances Exempted Scholarly Works need not be
24 disclosed to the University and the University automatically waives any
25 ownership interest in such works.
- 26 h) Intellectual Property - Inventions, Copyrightable Works, and Tangible
27 Research Materials.
- 28 i) Invention - A discovery or development that may be protectable under the
29 patent laws of the United States, the United States Plant Variety Protection
30 Act, or equivalent laws in other countries.
- 31 j) Outside Researcher - An individual who performs or directs research for
32 an organization other than the University.
- 33 k) President - The President of the University or the President's designee.
- 34 l) Public Disclosure or Publicly Disclosed - Any written or oral disclosure of
35 an Invention or Copyrightable Work to any person not under a contractual
36 or fiduciary obligation of confidentiality to the University.

1 m) Scholarly Work - A Copyrightable Work that has the primary goal of
2 disseminating academic or scholarly knowledge, or is a work of artistic
3 expression. As described below, whether a Copyrightable Work is a
4 Scholarly Work will be determined by the Director and Chief Research
5 Officer on a case-by-case basis (except that Exempted Scholarly Works
6 are automatically considered Scholarly Works), and under most
7 circumstances the University waives all ownership interests in Scholarly
8 Works.

9 n) Tangible Research Materials or Materials - Tangible biological, chemical,
10 and physical materials or equipment. Examples include cell lines,
11 antibodies, DNA or RNA, chemical samples, plasmids, and prototypes.

12 2. Scope

13 a) Persons Subject to the Policy

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All Covered Individuals are subject to this Policy.

16 b) Types of Intellectual Property Covered by the Policy

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This Policy addresses the three (3) categories of Intellectual Property
(Inventions, Copyrightable Works, and Tangible Research Materials) as
well as Confidential Information. The President shall have authority to
designate additional types of Intellectual Property under this Policy.

22 c) Exclusion of Materials Developed Within an Attorney-Client Relationship

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Any property developed within an attorney-client relationship shall be
owned and controlled as required by the ethical rules of practice. This
policy shall not apply to such property unless the rules of ethics establish
that the attorney rather than the client is entitled to ownership of the
property.

29 3. Policy

30 a) Participation Agreement

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The University has adopted a Participation Agreement, attached as Exhibit
A, that confirms acceptance of this Policy by Covered Individuals and
assigns to the University all rights in any Intellectual Property in which the
University asserts ownership (as described below).

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(1) Students - Students must sign the Participation Agreement prior to
employment by the University in any research-related position. Such
employment would include, for example, an arrangement whereby a

1 student is funded as a research assistant under a government
2 research grant or an industry-sponsored research agreement with the
3 University. Students may also be required to sign the Participation
4 Agreement under other appropriate circumstances, as determined by
5 the Chief Research Officer.

6 (2) Individuals Other Than Students - All Covered Individuals other
7 than students must sign the Participation Agreement. The University
8 will confirm that a valid Participation Agreement is on file before a
9 Covered Individual receives any University-administered funds
10 under a sponsored research grant or agreement.

11 b) Ownership of Intellectual Property

12
13 Any Covered Individual who invents, creates, or discovers any Intellectual
14 Property will own all rights to such Intellectual Property except as
15 follows:

16 (1) Use of University Resources - The University will own any
17 Intellectual Property (other than Exempted Scholarly Works) that is
18 made, discovered, or created by any Covered Individual who makes
19 significant use of University resources (including University-
20 administered funds or University-funded time, facilities, or
21 equipment) in connection with the development of such Intellectual
22 Property. If the Individual uses only library facilities and occasional
23 use of office equipment to create the Intellectual Property, such use
24 will not ordinarily be considered "significant use" of University
25 resources.

26
27 If a Covered Individual makes, creates or discovers Intellectual
28 Property (other than Exempted Scholarly Works) that is the same as,
29 directly related to, or substantially similar to a research project in
30 which that faculty member is engaged at the University, then
31 "significant use" of University resources will be presumed. As
32 described below, the Covered Individual may rebut this presumption
33 of University ownership through submission of documentary
34 evidence which clearly establishes that the Intellectual Property was
35 developed without significant use of University resources.

36 (2) University-Commissioned Works - The University will own any
37 Intellectual Property (including Exempted Scholarly Works) that is
38 made, discovered, or created by a Covered Individual who is
39 specifically hired or commissioned by the University for that
40 purpose, unless otherwise provided by written agreement between
41 such individual and the University.

1 (3) Intellectual Property Subject to Contractual Obligations - Ownership
2 of any Intellectual Property (including Exempted Scholarly Works)
3 that is made, discovered, or created in the course of research funded
4 by a sponsor pursuant to a grant or research agreement, or which is
5 subject to a materials transfer agreement, confidential disclosure
6 agreement or other legal obligation affecting ownership, will be
7 governed by the terms of such grant or agreement, as approved by
8 the University, although the University will ordinarily claim
9 ownership.

10 (4) Student Works

11 (a) Generally - As with other Covered Individuals, students shall
12 own any Intellectual Property that they make, discover, or
13 create in the course of research (e.g., thesis or dissertation
14 research) unless (i) the student received financial support from
15 the University in the form of wages, salary, stipend, or grant
16 funds for the research, or (ii) the student made significant use
17 of University resources (including University- administered
18 funds or University-funded time, facilities, or equipment) in
19 connection with the research, or (iii) the research was funded
20 by a sponsor pursuant to a grant or sponsored research
21 agreement or is subject to a materials transfer agreement,
22 confidential disclosure agreement, or other legal obligation
23 that restricts ownership of Intellectual Property.

24 (b) Theses and Dissertations - All student theses and dissertations
25 are considered Exempted Scholarly Works; therefore, the
26 student will own copyright to the Scholarly Work (unless
27 Sections 3.b)(2) or 3.b)(3) above apply), subject to a royalty-
28 free license to the University to reproduce and publish the
29 Scholarly Work. As described below, students are allowed to
30 publish their theses and dissertations unless they have agreed
31 in writing to restrictions that preclude or delay publication.

32
33 Under certain circumstances, as described in Section 3.c) (3)
34 below, the University will relinquish its rights in Intellectual
35 Property to the inventor or creator of that Intellectual Property
36 at the inventor or creator's request.

37 c) Administrative Procedures - Inventions and Copyrightable Works

38
39 A primary goal of the University is the discovery and free dissemination of
40 knowledge for the benefit of the public. The University recognizes,
41 however, that in certain instances the public will only benefit from

1 knowledge that is protected under the patent or copyright laws, which
2 provide an incentive for economic development of that knowledge. The
3 University therefore requests that all Covered Individuals disclose
4 Inventions and Copyrightable Works (other than Exempted Scholarly
5 Works) promptly, in order to allow the University an opportunity to
6 evaluate their commercial potential, and to preserve or enhance their value
7 by filing a patent application or obtaining a copyright registration. The
8 University has established the following procedures in order to accomplish
9 the dual objectives of disseminating knowledge and maximizing the
10 economic value of that knowledge.

11 (1) Disclosure to the University - Disclosure forms should be submitted
12 to the CVIP or the Chief Research Officer. Chief Research Officer
13 and the CVIP will exchange copies of all disclosure forms that each
14 receives. The Chief Research Officer will also make available to the
15 campus Office of Grants and Contracts appropriate information to
16 permit required disclosures to research sponsors (e.g., federal
17 agencies). The CVIP will make available appropriate disclosure
18 forms. The treatment of different categories of Intellectual Property
19 is set forth below.

20 (a) Intellectual Property Developed with University Resources -
21 All Covered Individuals are encouraged to disclose promptly
22 all Inventions and Copyrightable Works (except Exempted
23 Scholarly Works) that (i) are developed with significant use of
24 University resources or (ii) are the same as, directly related to,
25 or substantially similar to a research project in which that
26 faculty member is engaged at the University (see Section 3.b)
27 (1) above). Although the disclosure of such Inventions and
28 Copyrightable Works is generally voluntary, if the Covered
29 Individual intends to commercialize such Intellectual Property,
30 disclosure is required reasonably before the Covered
31 Individual takes any action to commercialize such Intellectual
32 Property. Examples of commercial actions include, without
33 limitation, seeking patent or copyright protection,
34 commencing discussions with potential investors or licensees,
35 or transferring the Intellectual Property to a third party.
36

37 If a Copyrightable Work is an Exempted Scholarly Work, no
38 disclosure is required under any circumstances. In other cases
39 in which a Covered Individual desires treatment of a
40 Copyrightable Work as a Scholarly Work, the Covered
41 Individual should submit to the CVIP or Chief Research
42 Officer, in addition to the disclosure form, a request for
43 treatment of the work as a Scholarly Work and a brief

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explanation of why the work should be a Scholarly Work.

In the case of an Invention or Copyrightable Work that the Covered Individual claims is not subject to University ownership because the Intellectual Property was developed without significant use of University resources, the Covered Individual should submit to the CVIP or Chief Research Officer, in addition to the disclosure form, a request for confirmation of individual ownership together with documentary evidence which clearly establishes that fact.

(b) University-Commissioned Works - In the case of Inventions and Copyrightable Works (including Exempted Scholarly Works) that a Covered Individual is specifically hired or commissioned by the University to develop (see Section 3.b) (2) above), disclosure of the Intellectual Property is required unless otherwise provided by written agreement between such individual and the University.

(c) Intellectual Property Subject to Contractual Obligations (e.g., Sponsored Research Agreements) - In the case of Inventions and Copyrightable Works (including Exempted Scholarly Works) developed in the course of research funded by a sponsor pursuant to a grant or research agreement, or which is subject to a materials transfer agreement, confidential disclosure agreement or other legal obligation requiring disclosure, the disclosure of such Intellectual Property will be governed by the terms of such grant or agreement, as approved by the University, if such terms differ from this Policy.

(2) Evaluation and Disposition of Disclosures - The Director and the Chief Research Officer will review, evaluate, and make a disposition of all disclosure forms, and will promptly notify the Covered Individual of their disposition. The evaluation and disposition of a disclosure will be completed as soon as possible, but for Inventions (and computer software) ordinarily no later than ninety (90) days, and for Copyrightable Works (other than software) ordinarily no later than thirty (30) days, after the CVIP or the Chief Research Officer receives a complete and accurate disclosure form and any other information that the CVIP or the Chief Research Officer requests in order to make an informed evaluation of an Invention or Copyrightable Work. Disclosure forms will be evaluated for one of more of the following dispositions, subject to the appeals process described in Section 3.c) (4) below:

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- (a) Scholarly Work - In the case of a Copyrightable Work that is claimed as a Scholarly Work (but is not an Exempted Scholarly Work), the Director and the Chief Research Officer will decide whether that work is in fact a Scholarly Work.

- (b) No Use of University Resources - In the case of an Invention or Copyrightable Work that the Covered Individual claims is not subject to University ownership because the Intellectual Property was developed without significant use of University resources, the Director and the Chief Research Officer will decide whether there was in fact significant use of University resources.

- (c) Evaluation of Commercial Potential: The Evaluation Committees - In the case of Intellectual Property that the Covered Individual discloses for possible commercialization by the University, the Director and the Chief Research Officer will determine its commercial potential. To assist in this determination, the Director and the Chief Research Officer may consult with patent or copyright counsel and outside experts in particular fields.

In addition to these resources, the Director and the Chief Research Officer may seek the advice of various Evaluation Committees with expertise in various fields of research, which Committees the President shall have authority to establish at the President's discretion. Each Committee will be composed of faculty members with relevant expertise, appointed by the Chancellors in consultation with the Director and the Vice Chancellors for Research; a representative from the CVIP other than the Director; and a Committee Chair, selected by vote of the whole Committee. The Director may invite to any Committee meeting one or more individuals from outside the University with relevant industry experience to advise the Committee.

In the case of Inventions or Copyrightable Works (including Exempted Scholarly Works) that arise in the course of research funded by a sponsor under a grant or research agreement, or which are subject to a materials transfer agreement, confidential disclosure agreement, or other legal obligation affecting evaluation of disclosures, the evaluation process will be governed by the terms of such grant or agreement, as approved by the University, if such terms differ from this Policy.

1 In the unlikely event that the Director and the Chief Research
2 Officer disagree on the disposition of a disclosed Invention or
3 Copyrightable Work, a final decision shall be made by the President.

4 (3) Request for Relinquishment of Rights - Under certain
5 circumstances, as described below, the University may relinquish its
6 ownership rights in an Invention or Copyrightable Work to the
7 inventor or creator of the Intellectual Property at the inventor or
8 creator's request.

9 (a) Intellectual Property Developed With University Resources -
10 The University automatically waives its rights in Exempted
11 Scholarly Works. In all other cases, the University will
12 ordinarily waive its ownership rights in favor of the inventor
13 or creator of an Invention or Copyrightable Work if the
14 Covered Individual has made complete and accurate
15 disclosure of such Intellectual Property in accordance with this
16 Policy and the Director and Chief Research Officer have
17 determined that the Intellectual Property comes under one or
18 more of the following categories (as described in detail
19 above):

- 20 • Copyrightable Work that is a Scholarly Work
- 21 • Intellectual Property developed without significant use of
22 University resources
- 23 • Intellectual Property that the University has decided not to
24 commercialize

25 (b) University-Commissioned Works - The University will not
26 ordinarily waive its ownership rights in any Intellectual
27 Property (including Exempted Scholarly Works) that is
28 developed by a Covered Individual who is specifically hired or
29 commissioned by the University for that purpose, unless
30 otherwise provided by written agreement between such
31 individual and the University.

32 (c) Intellectual Property Subject to Contractual Obligations - In
33 the case of Intellectual Property (including Exempted
34 Scholarly Works) that is developed in the course of research
35 funded by a sponsor pursuant to a grant or research agreement,
36 or which is subject to a materials transfer agreement,
37 confidential disclosure agreement, or other legal obligation
38 affecting ownership, the relinquishment of any University
39 rights in the Intellectual Property will be governed by the
40 terms of the relevant grant or agreement, as approved by the

1 University, if such terms differ from this Policy. A Covered
2 Individual may need a separate waiver or assignment of rights
3 from the other party in order to acquire complete rights to the
4 Intellectual Property.

5 If certain Intellectual Property is available for relinquishment by the
6 University (as set forth above), the inventor or creator of the
7 Intellectual Property may request in writing that the Director grant a
8 release or assignment of rights. The Director in consultation with the
9 Chief Research Officer will promptly respond to this request. The
10 University will retain a royalty-free, non-exclusive license to use
11 any such Inventions or Copyrightable Works for academic research
12 and teaching.

13 (4) Appeals - If a Covered Individual disagrees with a decision of the
14 Director and the Chief Research Officer under Section 3.c) (2)
15 above, such individual may ask for reconsideration by the
16 appropriate Evaluation Committee. The Committee shall review the
17 matter and make its recommendation to the Director and the Chief
18 Research Officer who shall reconsider the matter. That decision may
19 be appealed to the President, who shall review the written records
20 and make a decision which shall be final.

21 d) Administrative Procedures - Tangible Research Materials

22 While potential commercial value should not inhibit the free exchange of
23 University-owned Tangible Research Materials for research purposes, the
24 University nonetheless recognizes that such Materials may have
25 significant commercial value. In addition, Tangible Research Materials
26 received by Covered Individuals may be subject to contractual restrictions
27 that severely limit the use and transfer of such Materials, to the detriment
28 of University researchers. The University has therefore established the
29 following procedures to allow the free exchange of Tangible Research
30 Materials, while at the same time respecting the ownership rights of the
31 University, protecting the rights of its researchers, and limiting the liability
32 of the University and its researchers.
33

34 (1) Transfer to Outside Researcher for Basic Research. If a Covered
35 Individual desires to transfer Materials to an Outside Researcher for
36 use in internal basic research, and not for the development or sale of
37 commercial products, the Covered Individual must use the
38 appropriate University form of Materials Transfer Agreement
39 (“MTA”), which will be provided by the CVIP together with
40 instructions for the use of each form. The various forms of MTA will
41 establish rights and responsibilities regarding the Materials among

1 the University and the Outside Researcher and the researcher's
2 employer and will minimize future confusion and controversy
3 regarding the use and transfer of the Materials and ownership of
4 Inventions or Materials based on the supplied Materials. Faculty
5 members (but not other Covered Individuals) are authorized to sign
6 MTAs on behalf of the University provided that (i) the University-
7 form MTA is not altered or revised in any manner and (ii) a signed
8 original of the MTA is sent to the CVIP when the Materials are sent
9 to the Outside Researcher. Alternatively, CVIP representatives are
10 authorized to approve and sign MTAs, even with revisions.

11
12 If Materials are developed by a Covered Individual in the course of
13 sponsored research, or are otherwise subject to contractual
14 restrictions (e.g., a materials transfer agreement or confidential
15 disclosure agreement), the transfer of such Materials to an Outside
16 Researcher will be governed by the terms of the relevant agreement,
17 if such terms differ from this Policy.

18
19 These procedures also apply to students who leave the University
20 and desire to bring with them Materials that they developed or
21 discovered in the course of their work at the University.

22 (2) Transfer for Commercial Use - Materials may not be transferred to
23 any Outside Researcher for any use other than internal basic
24 research unless the Outside Researcher has obtained a license from
25 the University through the CVIP under the procedures set forth in
26 this Policy. Materials with commercial uses should be disclosed to
27 the CVIP or Chief Research Officer in the same manner as
28 Inventions and will be treated in the same manner as Inventions.

29 (3) Receiving Materials from Outside Researchers - If a Covered
30 Individual receives Materials from an Outside Researcher at another
31 organization (non-profit or commercial), the other organization or
32 researcher may impose serious use and transfer restrictions on the
33 Materials and may claim an ownership interest in Inventions,
34 Copyrightable Works, or Materials that arise in the course of
35 research performed with such Materials. For this reason, only CVIP
36 representatives are authorized to approve and sign agreements
37 governing receipt of Materials from other organizations. Covered
38 Individuals are encouraged to consult with the CVIP regarding the
39 restrictions applicable to a particular Material from an Outside
40 Researcher before planning to use that Material in their research.
41 Covered Individuals should be aware that, in some instances, these
42 restrictions may be so onerous that the CVIP will ordinarily not
43 approve the agreement. The CVIP will make available a University-

1 form MTA for receipt of Materials, although the organization
2 supplying the Materials will usually require use of its own MTA.

3
4 If Materials are received by a Covered Individual in the course of
5 sponsored research, the transfer of such Materials will be governed
6 by the terms of the applicable sponsored research agreement, if such
7 terms differ from this Policy.

8 If any MTA restrictions would apply to research performed by
9 students, the affected students must agree to such restrictions in
10 writing.

11 e) Administrative Procedures - Confidential Treatment of Information

12
13 While the academic tradition of free dissemination of knowledge for the
14 public benefit is recognized by the University to be of paramount
15 importance, it may be necessary or desirable, under some circumstances,
16 to restrict disclosure of Confidential Information received from a sponsor
17 company or to delay Public Disclosure of an Invention. The University has
18 developed the following procedures to balance these competing interests.
19 The University will ordinarily not agree to maintain University-generated
20 research results as trade secrets.

21 (1) Guidelines Regarding Public Disclosure of Inventions - Internal
22 disclosure of an Invention to the CVIP or Chief Research Officer
23 will not interfere with the ability to patent the Invention. However,
24 Public Disclosure of an Invention prior to filing for a patent
25 application (even one (1) day before) will preclude the availability
26 of patent protection in most countries. This rule applies to any non-
27 confidential written or oral disclosure that describes the Invention
28 (e.g., at a scientific meeting, in a journal, or even in an informal
29 discussion with colleagues).

30
31 Accordingly, the University strongly encourages Covered
32 Individuals to disclose Inventions to the CVIP as soon as possible,
33 and to delay Public Disclosure of the Invention until the evaluation
34 process is completed and a patent application is filed. The CVIP and
35 Chief Research Officer will attempt to minimize delays in
36 publication, but a delay of up to ninety (90) days is often necessary
37 for evaluation. The CVIP and Chief Research Officer will make
38 every effort to expedite the evaluation process when a Covered
39 Individual indicates that there is a compelling need for rapid
40 publication.

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During this interim period, an Invention may be safely disclosed outside of the University under the protection of a Confidential Disclosure Agreement (“CDA”), because disclosures made under an appropriate CDA are not considered Public Disclosures. The University therefore recommends that all Covered Individuals use the University-form CDA whenever they disclose information relating to an Invention while the Invention is under evaluation by the University, and the University strongly recommends use of the University-form CDA and consultation with the CVIP if a Covered Individual wishes to disclose an Invention to an Outside Researcher associated with a company or other for-profit organization, or directly to such an organization. The CVIP will make available appropriate forms of CDA. Faculty members have authority to sign the University-form CDA on behalf of the University when they will disclose information (but will not receive information), provided they send a fully signed original of the CDA to the CVIP as soon as possible. Alternatively, CVIP representatives are authorized to approve and sign CDAs on behalf of the University.

Covered Individuals should be aware that Public Disclosure of an Invention prior to completion of the evaluation process and filing of a patent application will adversely affect the commercial value of the Invention and therefore may decrease the likelihood that the University will proceed with commercialization of that Invention.

In the case of an Invention or Copyrightable Work that arises in the course of sponsored research or a grant, or which is subject to a materials transfer agreement (MTA), confidential disclosure agreement, or other contractual restriction affecting Public Disclosure, any restrictions on Public Disclosure will be governed by the terms of the grant or agreement with the other party, as approved by the University. If such restrictions would prevent or delay the publication of a student thesis or dissertation, then the student must agree to such restrictions in writing.

- (2) Receiving Confidential Information from Outside Researchers - If a Covered Individual receives Confidential Information from an Outside Researcher or organization (non-profit or commercial) in relation to research performed by the Covered Individual at the University, the other organization or researcher may impose serious non-disclosure and non-use obligations on the Confidential Information and may claim an ownership interest in Inventions, Copyrightable Works, or Materials that arise in the course of research performed with such Confidential Information. For this reason, only CVIP representatives are authorized to approve and

1 sign CDAs from other researchers or organizations on behalf of the
2 University. The CVIP will make available a University-form CDA
3 for receipt of Confidential Information, although the organization
4 disclosing the Confidential Information will usually require use of
5 its own form of CDA.
6

7 When Confidential Information is received by a Covered Individual
8 in the course of sponsored research, the treatment of such
9 Confidential Information will be governed by the terms of the
10 applicable sponsored research agreement, if such terms differ from
11 this Policy.
12

13 If any CDA restrictions would apply to research performed by
14 students, the affected students must agree to such restrictions in
15 writing.

16 f) Administrative Procedures - Sponsored Research with Commercial
17 Organizations

18 The Chief Research Officer in consultation with the CVIP shall have
19 responsibility for negotiating, executing, and administering funded
20 research agreements between the University and commercial
21 organizations, in accordance with the University policies on sponsored
22 research. The Chief Research Officer may delegate all or some of these
23 responsibilities to the CVIP. CVIP approval is required for any terms of
24 such agreements that affect rights to Intellectual Property (e.g., option
25 rights, license rights, or assignment of ownership). If any restrictions in a
26 funded research agreement (such as publication delays) would apply to
27 research performed by students, the affected students must agree to such
28 restrictions in writing.
29

30 g) Commercialization of University-Owned Intellectual Property

31 The CVIP in consultation with the Chief Research Officer shall have
32 responsibility for commercial development and administration of all
33 University-owned Intellectual Property. This commercial development
34 will ordinarily occur through licensing of Inventions, Copyrightable
35 Works, or Materials to a company. If the CVIP is successful in its
36 commercialization efforts, the inventor or creator will share in the
37 economic rewards, as will the department and campus.
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(1) Distribution of Non-Equity Revenue Derived from Commercialization - Royalty income and other non-equity revenue derived from the licensing of University-owned Intellectual Property will be distributed at the end of each accounting period as follows:

(a) The University will be reimbursed for any out-of-pocket expenses incurred in obtaining and maintaining patent or copyright protection for a specific item of Intellectual Property, and in evaluating and marketing such Intellectual Property.

(b) The remaining net income will be distributed as follows:

- Fifteen percent (15%) to the CVIP to fund patents, CVIP operations, and research grants
- Thirty percent (30%) to the inventor or creator
- Fifteen percent (15%) to the department or program of the inventor or creator
- Forty percent (40%) to the campus of the inventor or creator

In the case of multiple inventors or creators of commercialized Intellectual Property, their shares will be distributed as they unanimously agree or, in the absence of agreement, in equal portions. If multiple departments or programs are involved, their shares will be distributed in the same manner as the distributions to the inventors or creators within such departments or programs.

(2) Acceptance of Equity - The University may accept an equity interest in a corporation, provided that before the CVIP agrees to accept equity, it must receive the approval of the Chief Research Officer, the Vice President for Economic Development, and the University Treasurer. If the University receives equity in connection with the commercialization of Intellectual Property, such equity will be held on behalf of the University by the University of Massachusetts Foundation, Inc., and will be treated as follows:

(a) Fifteen percent (15%) of the total equity will be held for the account of the CVIP until liquidation.

(b) Forty-five percent (45%) of the total equity will be held for the account of the department or program of the inventor or creator, or such other account as may be designated by the Chancellor of the campus, until liquidation.

1 (c) Forty percent (40%) will be held for the account of the campus
2 until liquidation.

3 This Policy does not provide for distribution of equity to the
4 inventor or creator of the Intellectual Property because the
5 University will not receive or hold equity on behalf of individuals.
6 The inventor or creator, however, may receive equity directly from a
7 commercial organization, subject to any restrictions contained in the
8 University's Policy on Conflict of Interest Relating to Intellectual
9 Property and Commercial Ventures.

10 h) Enforcement

11 The Director, the Chief Research Officer, or the President may refer any
12 matter to the appropriate University official for disciplinary or other
13 appropriate action.

14 i) Appeals; Interpretation of Policy; Exceptions

15 The Director shall administer this Policy in regular consultation with the
16 Vice Chancellors for Research and the President. The President, upon
17 recommendation of the Vice President for Economic Development and in
18 consultation with the General Counsel, may grant exceptions to the Policy
19 in appropriate cases. The President shall have authority to overrule any
20 decision of a Vice Chancellor or the Director.

21 j) Notwithstanding any provision above, if the University asserts that
22 intellectual property was developed within an attorney-client relationship
23 is subject to this policy, the Covered Individual who is the attorney may
24 assert a claim of attorney-client privilege to the disclosure of any
25 information requested by the University. If such a privilege is asserted, no
26 enforcement action may be undertaken until after a ruling from the
27 appropriate governmental body (Board of Bar Overseers) establishes that
28 the assertion of privilege was inappropriate.

1 **Exhibit A to Intellectual Property Policy**

2 UNIVERSITY OF MASSACHUSETTS DARTMOUTH

3 Participation Agreement

4 In consideration of the benefits that I receive as a result of my access to
5 University-administered funds and University-funded time, facilities, and
6 equipment, I agree as follows:

- 7 1. Acknowledgment. I acknowledge that I have read and understood the
8 Intellectual Property Policy (the "Policy") of the University of Massachusetts
9 (the "University"), a copy of which is attached to this Agreement, and I agree
10 to abide by the terms of such Policy, as amended. I understand that capitalized
11 terms used in this Agreement are defined terms that, if not defined in this
12 Agreement, are defined in the Policy.
- 13 2. Disclosure. In accordance with Section 3.c) (1) above of the Policy, I agree to
14 make the following disclosures to the University Office of Commercial
15 Ventures and Intellectual Property ("CVIP") or to the Provost:
- 16 a) I am encouraged to disclose any Inventions, Copyrightable Works (except
17 Exempted Scholarly Works), and commercially valuable Tangible
18 Research Materials that (i) I develop with significant use of University
19 resources or (ii) are the same as, directly related to, or substantially similar
20 to a research project in which I am engaged at the University; however, if I
21 intend to commercialize such Intellectual Property, disclosure is required
22 reasonably before I take any action to commercialize such Intellectual
23 Property. Examples of commercial actions include, without limitation,
24 seeking patent or copyright protection, commencing discussions with
25 potential investors or licensees, or transferring the Intellectual Property to
26 a third party.
- 27 b) I am required to disclose any Inventions, Copyrightable Works (including
28 Exempted Scholarly Works), and Tangible Research Materials that the
29 University has specifically hired or commissioned me to develop, except
30 as otherwise provided in a written agreement between me and the
31 University; and
- 32 c) I am required to disclose any Inventions, Copyrightable Works (including
33 Exempted Scholarly Works), and Tangible Research Materials that I
34 develop in the course of research funded by a sponsor pursuant to a grant
35 or research agreement that requires such disclosure, or which is subject to
36 a materials transfer agreement, confidential disclosure agreement, or other
37 legal obligation requiring such disclosure.

1 I agree to make such disclosures promptly and in reasonable detail on the
2 appropriate University Disclosure Form. In the case of Inventions that I intend
3 to commercialize, I understand that I should make such disclosure reasonably
4 prior to public disclosure of the Invention in order to provide the University
5 with an opportunity to file a patent application.

6 3. Assignment of Rights. I hereby assign, transfer, and convey to the University
7 all of my right, title, and interest in any Inventions, Copyrightable Works, and
8 Tangible Research Materials for which the University asserts ownership under
9 Section 3.b) of the Policy. I understand that the University does not assert
10 ownership of Exempted Scholarly Works unless such works are specifically
11 commissioned by the University or are subject to a contractual obligation that
12 requires assignment. I further understand the University will ordinarily waive
13 its rights in other Copyrightable Works that the University determines are
14 Scholarly Works. At the request of the University, I agree to execute and
15 deliver promptly a specific assignment to the University of my right, title, and
16 interest to such Intellectual Property, including without limitation any
17 proprietary rights arising from patent applications or copyright registration in
18 the United States and foreign countries. I further agree to supply the
19 University with all information and to execute all documents necessary to
20 obtain and maintain patents, copyrights, or other forms of legal protection for
21 such Intellectual Property. I hereby appoint the University as my attorney to
22 execute and deliver such documents on my behalf in the event that I should
23 fail or refuse to fulfill my obligations under this Section within a reasonable
24 period of time.

25 4. Income-Sharing; Relinquishment. I understand that, in accordance with
26 Section 3.g) (1) of the Policy, I will receive a portion of all royalty income and
27 other non-equity revenue derived from the licensing of Intellectual Property
28 that I assign to the University. I further understand that, in accordance with
29 Section 3.c) (3) of the Policy, if the University decides not to commercialize
30 such Intellectual Property, I will have an opportunity to regain title so that I
31 may pursue commercialization of the Intellectual Property.

32 5. Administrative Procedures. I understand and agree to abide by the
33 administrative procedures for the transfer of Tangible Research Materials and
34 Confidential Information, as set forth in the Policy.

35 6. Certification by Principal Investigators. I agree to ensure that each person who
36 is subject to the Policy who participates in research at the University under my
37 supervision as Principal Investigator (excluding clerical and non-technical
38 workers) has signed and delivered a copy of this Agreement in accordance
39 with the Policy. I further agree to ensure that all students under my
40 supervision as Principal Investigator have agreed in writing to any contractual

1 restrictions (such as publication restrictions) that are applicable to their
2 research.

3 Signature:

4 Printed Name:

5 Department:

6 Date:

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ARTICLE IV
FEDERATION ACTIVITIES

A. REASSIGNED TIME FOR MEETINGS

When the Administrators and Representatives of the Faculty Federation meet to discuss items in this Agreement, said representatives (not to exceed seven (7)) attending such a meeting shall suffer no loss in pay. However, meetings shall be scheduled in such a manner as to minimize the loss of scheduled class time.

B. CLASS SCHEDULE FOR FACULTY FEDERATION REPRESENTATIVES

When feasible, classes and other duties of Faculty Federation representatives will be scheduled in such a way as to maximize the time available for the performance of the representative’s duties.

C. LIMITS ON FACULTY FEDERATION ACTIVITIES

Except as specifically provided in this Agreement, no faculty member shall engage in Federation activities during the time the member is scheduled for teaching or other scheduled University duties.

D. FEDERATION SERVICE TO THE ACADEMIC COMMUNITY

Faculty Federation Officers, who are responsible for a share of the partnership in the administration of the Agreement and Executive Board members chairing Federation committees or committees established under the terms of this Agreement, shall have their activities taken into consideration in the evaluation procedures as “University Service”.

E. FACULTY FEDERATION PRESIDENT

The President of the Faculty Federation shall have a teaching load of not more than eight (8) units per year and shall be given scheduling preference in regard to days and times of courses in order to properly execute duties as a faculty member and responsibilities as President of the Faculty Federation. The Chancellor shall determine the teaching load of the President of the Faculty Federation.

1
2 **ARTICLE V**
GOVERNANCE & PARTICIPATION IN DECISION MAKING

3 **A. SELECTION OF DEPARTMENT CHAIRPERSON, LIBRARY DIVISION**
4 **HEAD OR LAW SCHOOL FACULTY LEADER**

5 See Article XVIII

6 **B. DEPARTMENTAL COMMITTEES**

7 1. Faculty Evaluation Committee

8
9 Each department shall establish a Standing Committee for faculty evaluation.
10 The Department Chairperson shall be the non-voting Chairperson of the
11 Faculty Evaluation Committee. This committee shall be responsible for annual
12 faculty evaluations, recommendations on contract renewals and
13 recommendations on promotions. The Faculty Evaluation Committee shall
14 report its recommendations in writing to the Department Chairperson.

15
16 The number of members, term of office and election procedure shall be
17 decided by a majority vote of the tenure-track faculty members of the
18 department, provided that there is a minimum of four (4) tenured faculty
19 members on the committee inclusive of the Chairperson. One (1) non-tenured
20 faculty member, who has at least three (3) years of service in the department,
21 may serve on this committee. Where there are not four (4) persons eligible,
22 tenured persons from other departments within the Academic Council shall be
23 elected by all tenure-track members of the department. There shall be at least
24 four (4) members of this committee inclusive of the Chairperson. For purposes
25 of contract renewal and promotion, all tenured faculty members of a
26 department shall be members of the Department Faculty Evaluation
27 Committee.

28 2. The School of Law shall have two (2) standing Committees for Faculty
29 Evaluation. These shall be the Tenure and Promotion Committee (TPC) and
30 the Annual Faculty Evaluation Committee (AFEC).

31 3. The Tenure and Promotion Committee (School of Law) shall be formed as all
32 standing committees in the Law School and must consist of no fewer than four
33 (4) tenured faculty. The committee must be approved by a full vote of the full-
34 time faculty of the School of Law. If there are insufficient tenured faculty to
35 serve, the terms of Article V(B)(1) shall apply. The Tenure and Promotion
36 Committee will conduct evaluations for contract renewal, tenure, promotion
37 or periodic multi-year review. The committee will make its recommendation
38 to the Law Academic Council (LAC). The Law Academic Council will vote to
39 accept or reject the recommendation of the TPC and report the results of this
40 vote to the Dean of the School of Law. If there is disagreement between the

- 1 TPC and the Law Academic Council, a separate report from the LAC shall be
2 forwarded to the Dean of the Law School. Otherwise the principles of
3 consideration for contract renewal, tenure and promotion and PMYR
4 contained elsewhere in Article V(H, I, J, K) shall prevail.
- 5 4. The Annual Evaluation Committees (School of Law) shall be formed as all
6 standing committees in the Law School and must consist of tenured faculty.
7 The Committees must be approved by a full vote of the full-time faculty of the
8 School of Law. The AFEC shall elect its own chairperson, who will make their
9 own recommendation to the Dean of the School of Law.
- 10 5. Curriculum Committee. See Articles V(E)(1) and V(E)(2).
- 11 6. Safety Committee. See Article V(G)(2).
- 12 7. Tenure Committee. See Article VII(I)(4).
- 13 8. Other committees to deal with matters other than faculty evaluation may be
14 established by vote of the full-time members of the department.
- 15 9. For a three (3) year pilot period, the School of Law shall have the opportunity
16 to establish appropriate standing Committees directly related to the conduct of
17 programs of the School and consistent with compliance with all standards of
18 the American Bar Association. These committees shall be established through
19 a joint process between the Dean and the faculty. The faculty as a whole shall
20 elect a Committee on Committees (COC) which will consist of three (3)
21 tenured or untenured members of the Faculty. The Dean will consult with the
22 faculty to identify the membership for each of the standing committees. The
23 final membership of the standing committees must be approved by a majority
24 vote of the faculty as a whole. The proposed membership for all committees
25 shall be presented to the Faculty by the COC and the faculty shall vote to
26 approve or disapprove the entire membership of the Committee. Each
27 Committee (except for Article V(B)(3) above) shall elect its own Chairperson.
- 28 10. Graduate Committee
29
30 There shall be a Graduate Committee for each graduate program offered by
31 the University. The size of the Graduate Committee shall be determined by a
32 majority vote of all full-time faculty members who are eligible to advise
33 graduate students in the graduate program. This vote shall be conducted by the
34 Graduate Program Director and shall be held upon the appointment of the
35 Graduate Program Director, unless the appointment is as Interim or Acting
36 Graduate Program Director. For interdisciplinary graduate programs, the
37 committee shall consist of approximately equal representation from each
38 department participating in the program. The Chair of the Graduate
39 Committee shall be the Graduate Program Director.

- 1 The role of the Graduate Committee shall be:
- 2 a) To review and make recommendations regarding the admission criteria for
3 the graduate program.
- 4 b) To review and make recommendations regarding all curriculum changes
5 involving courses offered through or as a part of the graduate program.
6 The Graduate Program Director shall submit these recommendations to
7 the appropriate Department Chairperson who, upon departmental
8 approval, shall submit them to the Dean of the College/School. When the
9 proposed curriculum changes involve another department or college, the
10 Dean will forward the proposals to either the College or University
11 Curriculum Committee, as appropriate, for its recommendation.
- 12 c) The Graduate Program Director shall convey all recommendations from
13 the Graduate Committee on program admission and Graduate Teaching
14 Assistant offers in a timely fashion to the Office of Graduate Studies and
15 the appropriate Department Chairperson(s) and the Dean(s) of the
16 College/School.

17 **C. COMPOSITION OF COLLEGES**

18 1. Departmental Composition

19 The five (5) Colleges and the two (2) Schools that make up the University
20 shall consist of the following departments respectively:

21 The College of Arts and Sciences shall include the Departments of
22 Biology, Chemistry and Biochemistry, Crime and Justice Studies,
23 Economics, English and Communication, Global Languages and Cultures,
24 History, Mathematics, Philosophy, Political Science, Portuguese,
25 Psychology, Public Policy, Sociology and Anthropology, STEM
26 Education and Teacher Development, and Women's and Gender Studies.
27 The College of Arts and Sciences shall also include Labor Education and
28 African/African American Studies.

29 The Charlton College of Business shall include the Departments of
30 Accounting and Finance, Management and Marketing, and Decision and
31 Information Sciences.

32 The College of Engineering shall include the Departments of
33 Bioengineering, Civil and Environmental Engineering, Computer and
34 Information Science, Electrical and Computer Engineering, Mechanical
35 Engineering, and Physics.

1 The College of Nursing and Health Sciences shall include the Departments
2 of Community Nursing, Adult Nursing and Medical Laboratory Science.

3 The College of Visual and Performing Arts shall include the Departments
4 of Art Education, Art History & Media Studies, Music, and Art and
5 Design.

6 The School of Marine Science and Technology shall include the
7 Departments of Estuarine and Ocean Sciences, and Fisheries
8 Oceanography.

9 The School of Law shall consist of the academic programs offered by the
10 School.

11
12 1. College Academic Council Composition

13 The five (5) Colleges and two (2) Schools that make up the University
14 shall include the following College Academic Councils, respectively:

15 The College of Arts and Sciences shall include the Humanities Academic
16 Council, the Science Academic Council and the Social Science Academic
17 Council.

18 The Charlton College of Business shall include the Business College
19 Academic Council.

20 The College of Engineering shall include the Engineering College and
21 Health Sciences Academic Council.

22 The College of Nursing and Health Sciences shall include the Nursing
23 College Academic Council.

24 The College of Visual and Performing Arts shall include the Visual and
25 Performing Arts College Academic Council.

26 The School for Marine Science and Technology shall include the Marine
27 Science and Technology School Academic Council.

28
29 The School of Law shall have the appropriate committees to manage the
30 academic program effectively, including the School of Law Academic
31 Council.

32 **D. COLLEGE ACADEMIC COUNCILS**

33 1. A total of nine (9) College Academic Councils shall be established, one (1)
34 each for the College of Business, Engineering, Visual and Performing Arts and
35 Nursing, one (1) each for SMAST, and the School of Law, and three (3) within

1 the College of Arts and Sciences, one (1) each in Humanities, Social Sciences,
2 and Science. Except for the School of Law, each Council shall have two (2)
3 representatives from each department, with one (1) elected each year. The
4 term of office shall be for two (2) years. The School of Law Academic
5 Council shall be comprised of all full-time faculty.
6

7 At the call of the College or School Dean on or before April 15, each
8 department will hold a secret ballot election among its tenure-track faculty to
9 elect one (1) of its tenured members or one (1) of its non-tenured faculty
10 members with four (4) or more years of service to the appropriate College
11 Academic Council. The name of the departmental representative will be
12 forwarded in writing to the Dean of the College or School.

- 13 2. Notwithstanding the composition of the colleges, the College Academic
14 Councils will consist of two (2) members from each department as follows:

15 Humanities Council

- 16 English and Communication
17 Global Languages and Cultures
18 History
19 Philosophy
20 Portuguese
21
22

23 Social Sciences Council

- 24 Crime and Justice Studies
25 Economics
26 Political Science
27 Psychology
28 Public Policy
29 Sociology/Anthropology
30 STEM Education and Teacher Development
31 Women's and Gender Studies
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34 Engineering Council

- 35 Bioengineering
36 Civil and Environmental Engineering
37 Computer and Information Science
38 Electrical and Computer Engineering
39 Mechanical Engineering
40 Physics
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3. Visual and Performing Arts Council

Art Education, Art History & Media Studies
Art and Design
Music

Business Council

Accounting and Finance
Management and Marketing
Decision and Information Sciences

Science Council

Biology
Chemistry and Biochemistry
Mathematics

Nursing and Health Sciences Council

Community Nursing
Adult Nursing
Medical Laboratory Science

SMAST Council

Estuarine and Ocean Sciences
Fisheries Oceanography

Law School Council

4. Each College Academic Council shall establish a permanent committee of the whole on faculty evaluation and other committees as recommended by the Council Chairperson and approved by a majority vote of the Council members. Each Council Chairperson shall be elected by a majority vote of the members of the Council.
5. A copy of the final report of the Council shall be sent to the College Dean, the Department Chairperson and the President of the Faculty Federation. Each Faculty member considered by the Council for a personnel action shall receive a copy of that portion of the report pertaining to that faculty member.

1 **E. CURRICULUM COMMITTEES**

2 1. Curriculum Committees – General

3 a) Curriculum Committees shall be established to review and make
4 recommendations regarding all curriculum changes involving courses or
5 programs offered under the auspices of the University if credits earned in
6 those courses or programs can be applied to an academic degree granted
7 through a department or college of the University.

8 b) In this article “curriculum changes” refers to new courses, new programs
9 of courses, discontinuing of existing courses and programs and substantial
10 changes in either title or content of existing courses.

11 c) These committees shall include Departmental Curriculum Committees,
12 College Curriculum Committees, and a University Curriculum Committee.

13 d) The Department, College, and University Curriculum Committees shall
14 base their review and recommendations on educational standards and the
15 availability and qualifications of faculty, and the budgetary resources as
16 determined by the appropriate Dean.

17 e) Copies of the recommendations of the Department, College, and
18 University Curriculum Committees shall be sent to (1) the Chancellor, (2)
19 the Provost and all Deans, (3) all Department Chairpersons to be
20 forwarded to the Department Curriculum Committees and (4) the
21 President of the Faculty Federation for information. It shall be the
22 responsibility of the Chairpersons of the Department, College and
23 University Curriculum Committees to distribute copies of the
24 recommendations of their respective committees within seven (7) days
25 from the date of their adoption.

26 f) When a Department, Dean, or Curriculum Committee deems that a
27 proposed curriculum change impinges on its academic area or involves
28 possible allocations of resources, a conference may be requested before
29 the appropriate Curriculum Committee. (The appropriate committee is the
30 College Curriculum Committee for conferences requested by a
31 Department or Dean within the same college; and the University
32 Curriculum Committee for conferences requested on matters pertaining to
33 more than one (1) college.)

34 g) Copies of Curriculum Committee recommendations in regard to proposed
35 curriculum changes that involve either graduate level courses or programs
36 shall be sent by the Curriculum Committee Chairpersons within seven (7)
37 days from the date of the adoption of the recommendation to the Graduate
38 Council for its information.

1 h) A suggested credit course which does not fall within an established
2 department but within the general subject area of a college must be
3 approved by the College Curriculum Committee. If the subject of a
4 suggested credit course is university-wide in scope, it must be approved by
5 the University Curriculum Committee. The department(s) close to the
6 subject area shall be the sponsoring department(s) and shall carry out the
7 departmental provisions of this Article.

8 2. Departmental Curriculum Committee
9

10 Each department shall establish a Departmental Curriculum Committee of a
11 size to be determined by vote in each department. The committee shall consist
12 of approximately equal representation from the faculty of the department and
13 the students majoring in the department, with a faculty member serving as
14 Chairperson. Departments with distinct options may establish such a
15 committee for each option.
16

17 This committee shall make recommendations to the department for curriculum
18 changes within the department, and upon departmental approval, submit them
19 to the Dean of the College or School. When the proposed curriculum changes
20 involve another department or college, the Dean will forward the proposals to
21 either the College or University Curriculum Committee, as appropriate, for its
22 recommendation.
23

24 In the College of Nursing, there shall be a single College Curriculum
25 Committee for the undergraduate program. At the graduate level, the
26 appropriate graduate program committee will serve as the curriculum
27 committee. These committees shall make recommendations to the full faculty
28 for curriculum changes within the college, and upon college approval, submit
29 them to the Dean of the College.
30

31 In the School of Marine Science and Technology, there shall be a single
32 School Curriculum Committee. This committee shall make recommendations
33 to the full faculty for curriculum changes within the school, and upon school
34 approval, submit them to the Dean of SMAST.
35

36 In the School of Law, there shall be a single Curriculum Committee. It shall
37 be comprised of at least three (3) full-time faculty members recommended by
38 the COC and confirmed by a vote of the full-time faculty of the School of
39 Law; and one (1) law student member selected by the Student Bar Association
40 who will be ex-officio. The Committee chairperson shall be one of the faculty
41 members. This Committee shall make recommendations to the full law faculty
42 for curriculum changes within the school, and upon approval, submit them to
43 the Law Dean in accordance with ABA standards.

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3. College Curriculum Committee

This committee shall consist of a faculty member and a student majoring within the department elected from each department. The committee shall elect its own Chairperson, who shall be a faculty member.

This committee shall make its recommendations to the Dean of the College on all proposed curriculum changes which involve two (2) or more departments within the college. The College Curriculum Committee shall be the Hearing Committee when there is a disagreement between two (2) departments, one which requires a course for its majors in another department and the other which provides that course. The recommendation of the committee on a resolution of the disagreement shall be sent to the Dean of the College for action within thirty (30) days. A copy of the recommendation shall be sent to the Provost. This committee shall periodically review and make recommendations regarding distribution requirements within the college.

The College Curriculum Committee shall recommend the requirements for earned degrees granted within the college including minimum requirements for majors, minors and special options in a field. Such recommendations shall be forwarded to the Dean of the College for action then to the Provost, then to the Chancellor. The recommendations shall take effect upon approval of the Chancellor.

This committee shall serve as an Appeals Committee if the recommendations of the Dean of the College and a Departmental Curriculum Committee should differ. All motions on curriculum shall be passed at one (1) meeting by a vote of the majority of the actual membership of the committee, or by a simple majority of those attending the meeting at two (2) consecutive meetings for which adequate notice is given for the meeting and of the agenda.

4. University Curriculum Committee

This committee shall consist of two (2) faculty members elected from departments within each of the College Academic Councils, one (1) librarian, elected by the librarians, and one (1) student elected from a department within each College Academic Council. The term of service for bargaining unit members shall be two (2) years with the terms staggered for the two (2) faculty members elected by the same College Academic Council. The committee shall elect its own Chairperson who shall be a faculty member.

This committee shall make recommendations to the Provost for action on all new courses or programs which involve the faculty of two (2) or more Colleges, or courses required for students outside the college in which the course is being offered. The committee shall also make recommendations on

1 new programs or courses falling outside one of the established Colleges, or
2 where the location of the new course or program is itself a matter of debate.
3 Additionally, the committee shall also make recommendations on all new
4 degree programs being recommended by any of the Colleges.
5

6 The University Curriculum Committee shall be the Hearing Committee when
7 there is disagreement between departments of two (2) Colleges, one (1) of
8 which requires a course for its majors in another department and the other
9 which provides that course. The recommendation of the committee on a
10 resolution of the disagreement shall be sent to the Provost for action within
11 thirty (30) days. A copy of the recommendation shall be sent to the
12 Chancellor. The recommendation shall take effect upon approval of the
13 Chancellor.
14

15 This committee shall serve as an Appeals Committee if the recommendations
16 of the Dean of the College and the College Curriculum Committee should
17 differ.
18

19 The University Curriculum Committee shall consider the establishment or
20 discontinuance of all Graduate Programs proposed at the University.

21 5. Committee on Standards and Evaluation
22

23 This committee shall make recommendations on standards for appointment,
24 reappointment, promotion and tenure for faculty members. It shall consist of
25 two (2) faculty members from the departments within each of the College
26 Academic Councils. The committee shall elect its own Chairperson.
27 Recommendations of this committee shall be taken under advisement by the
28 Chancellor of the University and the Faculty Federation.

29 **F. SEARCH/ADVISORY COMMITTEES ON SELECTION OF COLLEGE**
30 **DEANS, VICE CHANCELLORS and CHANCELLOR**

31 1. Chancellor, Vice Chancellor, and Provost
32

33 When a search is authorized to fill a vacancy in the Office of the Chancellor,
34 Provost, or the Vice Chancellors, there shall be established a Representative
35 Advisory Committee, which shall include members of the bargaining unit.

36 2. Deans of Colleges
37

38 In the event of a vacancy of a Deanship within a college, a seven (7) person
39 Screening Committee shall be established for the nominations of candidate(s)
40 to fill the vacancy. The committee shall be composed of three (3) faculty to be
41 elected from the college by the full-time members of the college in such a way

1 that there will not be two (2) faculty from the same department except where
2 there are only two (2) departments in the college; in that case, each
3 department shall have at least one (1) representative, and in the case of the
4 College of Arts and Sciences, one (1) faculty member shall be elected from
5 departments within each of the three (3) Academic Council Areas; three (3)
6 individuals appointed by the Chancellor; and one (1) University student from
7 within the college appointed by the Student Government Association.

8 3. Dean of Library Services
9

10 In the event of a vacancy in the office of Dean of Library Services, a seven (7)
11 person Screening Committee shall be established for the nomination of
12 candidate(s) to fill the vacancy. The committee shall be composed of one (1)
13 faculty appointed by the President of the Faculty Federation, two (2) librarians
14 elected by the librarians, three (3) individuals appointed by the Chancellor and
15 one (1) student appointed by the Student Government Association.

16 4. Dean of the School of Law
17

18 The Dean of the School of Law, except in extraordinary circumstances, shall
19 hold an appointment as a member of the faculty with tenure.
20

21 In the event of a vacancy of the School of Law Deanship, a nine (9) person
22 Search and Screen Committee shall be established for the nominating of
23 candidates to fill the vacancy. The Screening Committee shall have 4 law
24 faculty elected by the faculty, three (3) members appointed by the Chancellor
25 and two (2) law school students elected by the student bar association. The
26 Committee shall ensure that all law faculty have an adequate opportunity to
27 meet the finalist candidates during the screening process and provide feedback
28 to the Committee. Consistent with current University process, the Committee
29 shall forward at least three (3) finalists to the Provost providing the
30 committees assessment of strengths and weaknesses.
31

32 The Dean will be evaluated annually by the Provost consistent with current
33 University Faculty Senate practice, the Dean of the School of Law will be
34 reviewed by the faculty at the end of their third year of service.

35 5. Dean of the Honor's College

36 a) In the event of a vacancy of the Honors College Deanship, a seven (7)
37 person Search and Screen Committee shall be established for the purpose
38 of nominating of candidate(s) to fill the vacancy. The committee shall be
39 composed of three (3) full-time faculty to be elected by the full-time
40 faculty of the University in such a way that there will not be two (2)
41 faculty from the same academic council; three (3) individuals appointed

- 1 by the Chancellor; and one (1) University student from within the Honors
2 College appointed by the Honors Students' Council.
- 3 b) The faculty members elected to the Screening Committee shall be from
4 three (3) pools with one (1) faculty member elected from each pool. All
5 full-time faculty at the University shall be eligible to vote in each pool.
- 6 (1) The first pool shall consist of nominees from those faculty with a
7 current joint appointment to the Honors College.
- 8 (2) The second pool shall consist of nominees from those faculty who
9 have taught a course with either the honors HON prefix or the
10 honors (H) suffix.
- 11 (3) The third pool shall consist of nominees from the entire faculty
12 body.
- 13 c) Where the faculty member with the largest number of votes in a pool is
14 from the same Academic Council as a faculty member elected from an
15 earlier pool then the faculty member in the later pool with the next largest
16 number of votes shall be selected.

17 **G. OTHER COMMITTEES**

18 All committees shall elect their own chair.

19 1. Budget Review Board
20

21 The Budget Review Board consisting of the Vice Chancellor for Fiscal Affairs
22 as Chairperson, three (3) administrators appointed by the Chancellor of the
23 University, three (3) faculty members of the bargaining unit appointed by the
24 President of the Faculty Federation, the Chairperson of the Educational
25 Services Unit or a designee, and three (3) students appointed by the President
26 of the Student Senate, shall serve as an advisory body to the Chancellor on
27 financial matters relating to the current budget and on the preparation of future
28 budgets.

29
30 All members of the Budget Review Board shall serve in an advisory capacity
31 to the Chancellor on all financial matters.

32
33 The faculty members of the bargaining unit representatives will report on the
34 final budget recommendations to the Federation prior to the approval of the
35 recommendations by the Board of Trustees.

36
37 The Budget Review Board will submit a report on expenditures at the end of
38 each fiscal year.

1 This Board shall be appointed before June 30 of the year in order to begin its
2 duties on July 1.

3 2. Departmental Safety Committee
4

5 There shall be established a Safety Committee or Safety Officer in each
6 Academic Department of the University. A Departmental Safety Committee
7 shall include a Professional Technician in its membership if one is allocated to
8 that department.

9 3. [This paragraph intentionally left blank]

10 4. University Studies Committee

11 a) There shall be a University Studies Committee which shall regularly
12 review and be responsible for making recommendations on the
13 University's general education requirements for undergraduate degrees.
14 The committee's recommendations shall include the establishment,
15 maintenance and periodic updating of lists of designated courses that
16 satisfy each of the categories of General Education requirements. Courses
17 shall be considered by the University Studies Committee only upon
18 endorsement by Department Chairs or Program Directors. To be included
19 on a list of courses that satisfy a General Education Requirement, a course
20 must meet the standards approved by the Faculty Senate for the category.
21 Lists of designated courses shall be recommended by the University
22 Studies Committee to the Provost and may be reviewed for continuation
23 by the University Studies Committee. Recommendations of designated
24 lists shall be updated in response to new course proposals offered by
25 departments or programs. The list shall be reviewed in a regular time
26 frame.

27 b) The committee shall be composed of sixteen (16) members, two (2) from
28 each Academic Council (except the Law Academic Council) elected by the
29 faculty in that Academic Council. No member of the University
30 Curriculum Committee may serve on the University Studies Committee.
31 No member of a College Curriculum Committee may serve on the
32 University Studies Committee. The committee shall elect its own
33 Chairperson.

34 5. Committee for Women
35

36 The Chancellor shall establish a committee that shall identify concerns and
37 issues of special interest to women, coordinate efforts to improve the campus
38 for women, target relevant specific issues to be addressed and monitor their
39 progress. The Federation shall select one (1) representative from each
40 academic council, one (1) from the librarians, and one (1) from the

1 professional technicians. The term of service for faculty members, the
2 librarian, and the professional technician shall be a staggered three (3) year-
3 term.

4 6. The Graduate Council

5
6 The council shall consist of the directors of each graduate program at the
7 University or the director's designee, the Chairperson of the School of Law's
8 Committee on Committees or the chairperson's designee, and two (2) graduate
9 students selected at large by the council. The Associate Provost for Graduate
10 Studies or designee shall serve as Chairperson. The council shall make
11 recommendations to the Provost. The council shall meet at least twice per
12 semester.

13 7. Affirmative Action Committee

14
15 Members representing the bargaining unit shall be appointed by the
16 Federation in the following way: (1) ten faculty members, one (1) from each
17 Academic council; (2) one (1) librarian; (3) one (1) professional technician.
18 The term of service for faculty members, the librarian, and the professional
19 technician shall be three (3) years.

20 8. Institutional Review Board (IRB)

21
22 An IRB is established for the purpose of protecting the rights of human
23 subjects. It shall be composed of nine (9) members as follows: four (4)
24 designated by the Faculty Senate and five (5) designated by the Chancellor.
25

26 Of these five (5), one (1) must not be affiliated with the University of
27 Massachusetts. There must always be one (1) such member.
28

29 The terms of the nine (9) members are to be staggered so that no more than
30 three (3) terms terminate concurrently. Each member is to have a renewable
31 three (3) year term. The IRB shall operate in a manner consistent with the
32 requirements of the NIH (National Institutes of Health) and the NSF (National
33 Science Foundation).

34 9. Joint Committee on Resolution of Conflicts. See Article XVII(A)(6).

35 10. Conflicts Committee. See Article VIII(N)(1)(e) and Article VIII(N)(2)(b).

36 11. Professional Leave Committee. See Article XIV(I).

37 12. Librarian Evaluation Committee. See Article XIII(B).

1 **H. FACULTY SENATE**

2 There shall be a Faculty Senate which shall maintain a Constitution and By-laws.
3 Such Constitution and By-laws shall be incorporated herein by reference.
4 Wherever any of the provisions, recommendations or actions of the Faculty
5 Senate are in conflict with the Board of Trustees/Faculty Federation Agreement,
6 the provisions of this Agreement shall prevail.

7 1. The President of the Faculty Senate shall be elected annually by the members
8 of the Senate from among its members.

9 2. The Faculty Senate shall have a Steering Committee elected annually by and
10 from the members of the Senate and shall consist of the President of the
11 Faculty Senate and at least nine (9) other members representing the Academic
12 Councils and Librarians.

13 3. The Senate shall meet regularly once each month during the academic year.

1
2

ARTICLE VI
INITIAL APPOINTMENTS

3 **A. INITIAL APPOINTMENTS AND CONTRACTS**

- 4 1. Initial appointments for a faculty member to a position covered by the
5 bargaining unit may be at any rank, subject to the minimum salaries set forth
6 in Article XI.
- 7 2. Department Chairpersons will submit requests with justification for full-time
8 faculty searches by July 1 of the year prior to the requested date of the initial
9 appointment. Authorizations for faculty searches will be based on strategic
10 planning goals, enrollment, academic needs, and budget availability. To the
11 extent possible, searches shall be authorized by August 1 of the year preceding
12 the initial appointment date.
- 13 3. Initial Appointments and Contracts
- 14 a) Except for the School of Law, recommendations for hiring of new faculty
15 shall be made by the Chairperson of the appropriate department, after
16 consultation with the department faculty and after receipt of the
17 recommendation from the Chair of the appropriate Search and Screen
18 Committee. The department Chairperson shall forward a recommendation
19 along with the recommendation of the Search and Screen Committee to
20 the College Dean.
- 21 b) For School of Law appointments, the Law Dean, with the advice and
22 consent of the Law Faculty, shall appoint a Search and Screen Committee.
23 Based on the hiring needs specified by the Dean and Law Faculty, the
24 Search and Screen Committee shall solicit candidates by using standards
25 and procedures to promote the goal of achieving quality and diversity on
26 and equal opportunity for the faculty. The Search and Screen Committee
27 shall screen the available candidates and produce a list of at least three (3)
28 finalists for each position for review by the Law Dean and Faculty. The
29 finalists shall be made reasonably available to the Dean and Faculty for
30 meetings and individual interviews. Faculty shall be given opportunity to
31 provide feedback to the Screening Committee on finalist candidates.
32 Consistent with standard University practice and EEO guidelines, the
33 search Committee will forward the names of recommended finalists with
34 strengths and weaknesses to the Dean. The Dean makes the final
35 appointment recommendation to the Provost.

- 1 4. The principle of flexibility should govern the development of initial
2 appointments to positions in the bargaining unit. The following will serve as
3 guidelines:
- 4 a) Each appointment to an academic position shall be made by the
5 Chancellor or designee. Initial tenure-track appointments shall normally
6 be for a period of two (2) years. The precise terms and conditions of each
7 appointment including whether the appointee shall have tenure credit of
8 not more than three (3) years towards tenure shall be set forth in writing
9 by the Chancellor or designee and sent to the appointee before the
10 effective date of appointment. Included shall be a statement detailing the
11 specific requirements of the position and in what dimensions performance
12 will be evaluated and the procedures of evaluation. This statement will be
13 prepared by the Department Chairperson in concert with the Department
14 Committee on Faculty Evaluation and approved by the College Dean, the
15 Provost and the Chancellor. The precise terms of the individual's
16 employment shall be made available to all persons and groups under this
17 Agreement who shall be involved in the evaluation of said individual for
18 the purpose of renewal, non-renewal, promotion, salary increases and
19 tenure. The conditions of a contract of employment covered by the
20 bargaining unit shall not be contrary to any provisions of this Agreement.
21 A copy of the current Trustees/Faculty Federation Agreement shall be sent
22 to the appointee together with the offer of appointment. A copy of the
23 precise terms of each appointment shall be sent to the Faculty Federation.
- 24 b) Unless otherwise specified by the Board of Trustees in the applicable
25 appointment resolution, each appointment to an academic position in the
26 University shall be without tenure and for a specified time.
- 27 c) Upon recommendation by the Chancellor, after consultation with the
28 Chairperson and the tenured members of the department, the Trustees may
29 appoint any person to an academic position in the University with tenure.
- 30 d) The appointment of any person holding an academic position in the
31 University with tenure to another academic position within this bargaining
32 unit in the University shall be with tenure in the new position.
- 33 e) In the initial appointment, each person who has taught full-time at another
34 accredited institution of higher learning may be offered credit toward
35 tenure, and if hired as an Assistant Professor, offered credit toward
36 promotion to the next rank up to a maximum of three (3) years. Service as
37 a full-time lecturer, or any full-time non-tenure-track faculty position at
38 the University may be counted toward tenure for each year of teaching up
39 to a maximum of three (3) years and counted toward promotion to the next
40 rank up to a maximum of three (3) years. The number of years to be
41 credited shall be stipulated in the faculty member's initial appointment

1 letter. Nothing in these rules on maximum probationary years shall prevent
2 consideration for tenure at an earlier date.

3 5. An individual faculty member aspiring to retention on the University Faculty
4 as a tenured member, must, among other conditions, acquire terminal
5 qualification in the appropriate field as defined in the Trustees/Faculty
6 Federation Agreement.

7 **B. MINIMUM REQUIREMENTS FOR APPOINTMENT**

8 1. Instructor
9

10 For an appointment as an Instructor, a candidate must have made substantial
11 progress toward the completion of all requirements for the terminal degree in
12 their field of academic specialization, or possess equivalent professional
13 experience that is appropriate to the position to be filled. The candidate must
14 also give promise of academic or professional development and achievement.

15 2. Assistant Professor
16

17 For an appointment as an Assistant Professor, a candidate must possess the
18 appropriate terminal degree, or equivalent professional experience. If the
19 candidate has held a faculty appointment at another college or university, they
20 must also have a record of achievement in the field of academic
21 specialization. In addition, the candidate must show promise of continuing
22 professional development and achievement.

23 3. Associate Professor
24

25 For an appointment as an Associate Professor, a candidate must possess the
26 appropriate terminal degree, or equivalent professional experience, and must
27 have had considerable academic or professional experience beyond the level
28 which would warrant an appointment as Assistant Professor; must have a
29 record of achievement sufficient to have gained substantial recognition on and
30 off campus from scholars or professionals in their field; and must show
31 promise of continuing professional development and achievement.

32 4. Professor
33

34 For an appointment as a Professor, a candidate must possess the appropriate
35 terminal degree, or equivalent experience; and must have a record of
36 achievement sufficient to have gained substantial recognition on and off
37 campus from scholars and professionals in their field; and must show
38 significant potential for continuing professional achievement.

1 5. Chancellor Professor

2

3 For an appointment as a Chancellor Professor, a candidate must have held the
4 rank of Professor or its equivalent for a minimum of ten years and must have
5 gained extraordinary recognition on and off campus from scholars and
6 professionals in their field.

7 6. Commonwealth Professor

8

9 For an appointment as a Commonwealth Professor, a candidate must have
10 held the rank of Professor or its equivalent for a minimum of ten years and
11 must have gained extraordinary recognition on and off campus from scholars
12 and professionals in their field.

13 **C. GENERAL REQUIREMENTS**

14 In making appointments to the ranks of Professor or Associate Professor, an
15 applicant's record of publication of books authored, articles published in scholarly
16 journals, or professional artistic achievements which contribute to the
17 advancement of knowledge in the applicant's field shall be a major consideration
18 in determining eligibility. Success in the art and practice of teaching shall be
19 assumed as a basic requirement for initial and continuing employment in all
20 academic positions.

21 **D. EXCEPTIONS TO REQUIREMENTS**

22 Faculty members may be appointed initially at any rank in keeping with the
23 requirements of this Article, but nothing in these requirements should prevent the
24 initial appointment or the promotion of an individual of exceptional talent or
25 accomplishment who does not meet all the stated criteria.

26
27 Exception to these standards may also be made in emergencies or when no fully
28 qualified candidate meeting all standards is available for appointment and the
29 good of the University necessitates the filling of the specific position.

30 **E. "TERMINAL QUALIFICATIONS" IS DEFINED AS FOLLOWS:**

31 1. An earned terminal degree from an accredited institution in the academic
32 discipline to be taught; or

33 2. In Business Administration the Ph.D. or D.B.A. or other appropriate doctoral
34 or professional degree or certification, such as the J.D., the LL.B. and the
35 C.P.A.; or

36 3. In Visual and Performing Arts (except for appointments in academic fields
37 such as Art History) the Master of Fine Arts and/or significant professional

- 1 work; or other appropriate professional degrees as determined by the CVPA;
2 or
- 3 4. In Bioengineering the Ph.D. in a science or engineering-based textile-related
4 discipline; or
- 5 5. In Nursing the Ph.D. in Nursing or other appropriate doctoral degree as
6 determined by the College of Nursing; or
- 7 6. In Medical Laboratory Science the master's degree in an appropriate
8 specialization; or
- 9 7. In creative disciplines within the English Department, an MFA or equivalent
10 degree as determined by the department; or
- 11 8. For a librarian, the Masters of Library Science, or its equivalent, from an
12 institution accredited by the American Library Association; or
- 13 9. In the School for Marine Science and Technology, a doctoral degree in an
14 appropriate field as determined by the School; or
- 15 10. In the School of Law, a J.D. or LL.B.

16 **F. SENIORITY/DETERMINATION OF SENIORITY**

- 17 1. Seniority in the bargaining unit shall be determined by the date of
18 employment in the bargaining unit. This date will be determined in the
19 following manner:
- 20 a) Where there has been one (1) full-time appointment in the bargaining unit,
21 the date of employment in the bargaining unit is the basis for determining
22 seniority in the bargaining unit.
- 23 b) Effective July 1, 1984, where there has been non-continuous full-time
24 employment in the bargaining unit, the date for determination of seniority
25 in the bargaining unit shall be constructed by moving the date of the
26 present appointment in the bargaining unit back the number of months of
27 the previous full-time employment in the bargaining unit.
- 28 c) An individual's seniority in the bargaining unit begins to accrue at the time
29 that the individual assumes full-time duties in the bargaining unit.
- 30 2. A seniority list shall be prepared annually by the Vice Chancellor of Human
31 Resources for the faculty members of each department and filed with the
32 Provost. The list shall be revised as necessary during the year by the Vice
33 Chancellor of Human Resources to reflect changes in the department's
34 membership.

1 **G. JOINT APPOINTMENTS**

2 The Chancellor, in consultation with the respective deans and provost, may
3 appoint a faculty member, with the consent of the faculty member, to more than
4 one (1) department or school, whether or not the departments are in different
5 colleges or schools. Such appointments shall be at the same rank and tenure status
6 as the individual holds in the original or primary department or school. A joint
7 appointment is ordinarily for a period of three (3) years and is renewable. The
8 terms of the joint appointment, including the distribution among the departments
9 of the faculty member’s base salary and responsibilities in each of the contractual
10 categories of evaluation, shall be specified in the letter of joint appointment.

11
12 When an individual is given a joint appointment as part of their initial
13 appointment, subsequent changes to the appointment shall require the approval of
14 the dean(s) of the college(s) or school(s) and the provost.

15
16 When an individual who already holds a regular faculty appointment that does not
17 involve a joint appointment is given a joint appointment, subsequent changes to
18 the appointment and renewal of the joint appointment shall require the approval of
19 the individual holding the joint appointment, the department chairpersons in both
20 departments or schools, the dean(s) of the college(s) or school(s) and the provost.

21
22 When a joint appointment is made, only one (1) department or school shall be
23 identified as the individual’s principal department. The principal department is the
24 department in which the individual is considered for all personnel actions,
25 including annual evaluations, contract renewal, tenure, promotion, and PMYR. It
26 is also the department in which the individual shall vote on personnel actions on
27 other department faculty, and it identifies the college academic council on which
28 the individual shall be represented.

29
30 Faculty with joint appointments shall participate in the personnel actions of only
31 their principal department. Faculty with joint appointments shall be eligible to
32 serve as members of other departmental committees, including curriculum
33 committees, of any or all of the department(s) or school(s) of their joint
34 appointment.

35
36 The non-primary department or school shall have a role in the personnel actions
37 concerning the faculty member with a joint appointment. For each personnel
38 action, the primary department’s Chairperson shall solicit information and an
39 evaluation from the department faculty evaluation committee and department
40 Chairperson of the non-primary department. That information will be given
41 appropriate consideration, based on the initial letter of joint appointment, by the
42 primary department’s FEC and Chairperson in their recommendations for each
43 personnel action.

1 **H. POLICY**

2 Except where contrary to the terms of this Agreement, the established policies of
3 the Board of Trustees with respect to wages, hours or conditions of employment
4 shall remain in effect during the life of this Agreement.

1
2 **ARTICLE VII**
PERSONNEL RECOMMENDATIONS

3 PREAMBLE

4 The faculty shall have primary responsibility in the area of personnel matters.
5 This shall mean the capacity to initiate or review faculty personnel
6 recommendations. The College Dean, the Provost or the Chancellor may make a
7 recommendation or decision counter to the original faculty recommendation only
8 in exceptional circumstances and with compelling reasons in written detail, which
9 shall specifically address the content of the recommendation as well as the
10 established standards and criteria. Furthermore, if the College Dean, the Provost
11 or the Chancellor is considering making a recommendation contrary to the prior
12 levels of faculty reviews, then they may invite the department to provide in
13 writing additional information for the basic file or clarification of the
14 recommendation.

15
16 For personnel recommendations, the full dossier relating to the recommendation
17 shall be assembled by the individual being considered for a personnel
18 recommendation. The Department Chairperson shall be responsible for adding to
19 the dossier copies of all prior personnel recommendations.
20

21 The member of the bargaining unit about whom the recommendation is made
22 shall review the dossier and sign the list of documents indicating knowledge of
23 them. This provision is to ensure that complete information is available for all
24 committees or administrators acting on the recommendation.
25

26 The official personnel file concerning recommendations for promotion, tenure,
27 annual evaluations, reappointment, leaves of absence, sabbatical leave, and other
28 pertinent personnel actions shall be maintained by the Provost.
29

30 A copy of all official documents concerning personnel recommendations shall be
31 maintained by the Department Chairperson. Copies of the recommendation at all
32 levels shall be sent to the candidate, the Department Chair, the College Dean, the
33 Provost, and the President of the Faculty Federation. This provision shall apply to
34 all actions taken pursuant to the sections herein.
35

36 In order to ensure that all personnel files used in making recommendations for
37 contract renewal, promotion, grade/rank salary increases and tenure contain
38 adequate and similar information, all candidates must include the following
39 minimum information relative to the individual being considered:

- 1 1. A complete and up-to-date vita.
- 2 2. Relevant previous recommendations relative to contract renewal, promotions,
- 3 grade/rank salary increases and tenure.
- 4 3. Relevant annual faculty evaluations.
- 5 4. For personnel actions involving tenure and/or promotion, three (3) letters of
- 6 evaluation from external scholars in the individual's field of expertise are to
- 7 be solicited after consultation involving the College Dean, the faculty
- 8 member's Department Chairperson and the faculty member. One (1) reviewer
- 9 will be selected by the faculty member involved in the personnel action, one
- 10 (1) by their Department Chairperson and one (1) by the College Dean. Using a
- 11 standard form, the Department Chairperson will solicit the evaluation letters.

12 Additional material may be included by the individual or the Department
13 Chairperson as seems appropriate to the personnel action being considered. After
14 any level resulting in a written evaluation for any personnel action covered by this
15 Article, the bargaining unit member may add to the file any statement, evidence,
16 or other documentation the member believes would present a more valid
17 perspective.

18
19 In any personnel recommendation at any level beyond the Department
20 Chairperson, if a council or administrator includes information in addition to the
21 information forwarded by the Department Chairperson, that specific information
22 shall be made known to the faculty member under consideration before any
23 recommendation is made. The faculty member shall have the right to submit any
24 statement, evidence, or other documentation which the faculty member believes
25 would represent a more valid view, provided that such materials are submitted
26 prior to the date specified for the recommendation of the council or administrator.

27
28 No recommendations relative to a personnel action shall be arbitrary or
29 capricious, but rather shall be justified by referring to the candidate's performance
30 in the categories listed in Article VII(A). At any level subsequent to the initial
31 recommendation, agreement with the categories and ratings at the initial level
32 may be grounds for the recommendation. If there is disagreement at any
33 subsequent level, such disagreement shall be justified in terms of the categories in
34 Article VII(A) and the ratings in Articles VII(C), VII(D) and VII(E).

35
36 No faculty member shall vote at more than one (1) level on a personnel
37 recommendation. The exercise of the vote shall be at the lowest eligible level in
38 the sequence of stages in the recommendation process.

39
40 At the Academic Council level, the faculty department representatives shall not
41 vote on recommendations on faculty within their own department.

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

9 **A. CATEGORIES OF EVALUATION FOR PERSONNEL ACTIONS**

10 Each department/school shall develop written evaluation standards for tenure and
11 for each level of promotion, including promotion within the ranks of the teaching
12 and clinical faculty, taking into account the mission of the University, and
13 specifying the types of items that will be considered within each of the categories
14 of evaluation. While certain aspects of a single project may be considered under
15 different categories, no single item or activity may be evaluated in more than one
16 (1) category. Each department's written standards must be approved by a majority
17 of the department's tenured faculty, the Department Chairperson, the College or
18 School Dean, and the Provost. The department and the administrators identified in
19 the preceding sentence will review department standards every six (6) years.
20 Existing standards remain in effect until revised standards have been approved.

21 Each individual shall be evaluated in at least three (3) categories, including
22 categories one (1) and two (2) below:

23 1. Teaching Effectiveness and Advising

24
25 Teaching effectiveness as assessed by the FEC will be based on analysis of the
26 results of student course ratings, course syllabi, examinations, class
27 assignments, teaching methods, peer visitations, etc. The quantity and quality
28 of academic advising of students majoring in the department, graduate student
29 research advising, undergraduate student research advising, and advising of
30 students enrolled in the faculty member's own classes shall be considered in
31 this category.

32
33 For the purposes of Annual Evaluation only, Teaching Effectiveness and
34 Advising shall include any courses offered through Online & Continuing
35 Education.

36 2. Scholarship and Professional Activities

37
38 Scholarship may include research, professional presentation and publication,
39 creative activities in one's field, peer review, and scholarly consultation.
40 Professional activities may include office in professional organizations,
41 service to one's profession, and professional development efforts.

1 3. University Service

2
3 University service includes service to the department, school, college,
4 university, university system, participation in structured programs such as
5 freshman advising, transfer student advising, advising centers,
6 interdisciplinary and multi-disciplinary program advising, and advising
7 student organizations and clubs.

8 4. Public Service

9
10 Public service includes participation in community affairs and consultation
11 associated with one's area of professional competence.

12 **B. EVALUATIVE STATEMENT**

13 Each level of evaluation shall prepare a thorough yet concise statement of
14 evaluation for each of the categories evaluated. Reference must be made to
15 supporting evidence in the dossier. The following evaluative terminology shall be
16 used for each category:

17 Excellent, Very Good, Satisfactory, Unsatisfactory. Each faculty member
18 shall be evaluated in Teaching Effectiveness and Advising, Scholarship and
19 Professional Activities, and at least one (1) other category. If the faculty
20 member chooses not to be evaluated in one (1) of the last categories, the
21 phrase "Not Applicable" shall be used for that category.

22 **C. RATINGS FOR ANNUAL EVALUATION**

23 In view of the fact that teaching is the most important activity at the University,
24 the following ratings for the evaluation of faculty are established. These ratings
25 shall be used for annual evaluation.

26 1. Highly Recommended

27
28 Excellent in either Teaching Effectiveness and Advising or Scholarship and
29 Professional Activities and a Very Good in any other category and no
30 Unsatisfactory ratings.

31 2. Recommended

32
33 Excellent or Very Good in either Teaching Effectiveness and Advising or
34 Scholarship and Professional Activities and no unsatisfactory ratings.

35 3. Not Recommended

36
37 Failure to meet the standards under the "Recommended" rating.

1 **D. RATINGS FOR CONTRACT RENEWAL RECOMMENDATIONS**

2 Probationary Contract Renewal

3 In view of the fact that teaching is the most important activity at the University,
4 the following ratings for the evaluation of faculty are for probationary contract
5 renewals:

6 1. Recommended

7

8 An Excellent or Very Good in either Teaching Effectiveness and Advising or
9 Scholarship and Professional Activities and no unsatisfactory ratings.

10 2. Not Recommended

11

12 Failure to meet the standards under the “Recommended” rating.

13 Pre-tenure Contract Renewals

14 In view of the fact that teaching is the most important activity at the University,
15 the following ratings for the evaluation of faculty are established. The following
16 ratings for the evaluation of faculty are established for pre-tenure contract
17 renewal:

18 1. Recommended

19

20 An Excellent in either Teaching Effectiveness and Advising or Scholarship
21 and Professional Activities and no Unsatisfactory ratings, or

22

23 A Very Good in both Teaching Effectiveness and Advising and Scholarship
24 and Professional Activities and no Unsatisfactory ratings.

25 2. Not Recommended

26

27 Failure to meet the standards under the “Recommended” rating.

28 **E. RATINGS FOR PROMOTION AND TENURE RECOMMENDATIONS**

29 The following ratings for the evaluation of faculty are established for promotion
30 and tenure recommendations:

31 1. Recommended

32

33 An Excellent in either Teaching Effectiveness and Advising or Scholarship
34 and Professional Activities and a Very Good in the other of these two (2)

35

categories and no unsatisfactory ratings.

1 2. Not Recommended

2
3 Failure to meet the standards under the “Recommended” rating.

4 **F. TIMETABLE FOR PERSONNEL RECOMMENDATIONS**

5 On or before September 1 of each academic year the Vice Chancellor for Human
6 Resources shall inform each College or School Dean and Department Chairperson
7 of those individuals in their college/school and department who shall be
8 considered during that academic year for probationary or pre-tenure contract
9 renewals or for tenure.

10
11 For each personnel recommendation, the following schedule shall be followed,
12 except in the case where the individual has received credit for two or more years
13 towards tenure in which case the first contract renewal shall be a pre-tenure
14 contract renewal.

15
16 Where credit for years towards tenure has been received, the individual shall, by
17 the date of employment, declare the number of years that shall be applied. This
18 decision shall be indicated in the initial appointment letter. Any changes to this
19 decision shall require approval by the Faculty Federation, the Department Faculty
20 Evaluation Committee, the Department Chairperson, the College or School Dean,
21 and the Provost.

22
23 Any member of the bargaining unit may, for cause, request a stay of the
24 probationary period (the time period before consideration for tenure), for not less
25 than one (1) year, and not more than three (3) (non-consecutive) years. Any such
26 stay of probation shall not affect the member’s teaching and other responsibilities.
27 Only the bargaining unit member has standing to request a stay of the
28 probationary period.

29 a) The following shall constitute cause:

30 (1) An approved absence under FMLA such as, but not limited to;

31 (2) Significant responsibilities for elder care or care of dependent(s) or
32 domestic partner; or

33 (3) Disability or chronic illness.

34 b) Failure to receive research support and/or facilities agreed to at the time of
35 initial appointment; or

36 c) Circumstances beyond the bargaining unit member’s control that may
37 significantly affect progress towards tenure.

1 The member of the bargaining unit requesting such a stay shall submit a
2 request, in writing with sufficient certification, to the Department Chairperson
3 and the College or School Dean. Such a request may be made any time prior
4 to the conclusion of the academic year for which a stay is requested. A written
5 request shall be submitted for each subsequent year in which a stay is
6 requested. All submitted documentation shall be considered confidential. The
7 Provost, in consultation with the Dean and Chairperson, shall make the final
8 recommendation to approve or deny the request for a stay of the probationary
9 period.

10
11 The decision made in such cases shall not be grievable unless arbitrary and
12 capricious.

13 1. Probationary Contract Renewal

14 The candidate shall forward their contract renewal dossier to the
15 Department Faculty Evaluation Committee by October 15 of the second
16 (2nd) year of service credited towards tenure ¹. The Department Faculty
17 Evaluation Committee shall forward its recommendation to the
18 Department Chairperson by November 15. The Department Chairperson's
19 recommendation shall be forwarded to the College Academic Council by
20 December 5. The College Academic Council shall forward its
21 recommendation to the College Dean by January 5. The College/School
22 Dean's recommendation shall be forwarded to the Provost by February 5.
23 The recommendation of the Provost shall be forwarded to the Chancellor
24 by March 5.

25
26 Alternative Probationary Contract Review

27
28 If, during the spring of an individual's first contract year, the Department
29 Faculty Evaluation Committee, in consultation with the Department
30 Chairperson, recommends and the Dean concurs, that a full probationary
31 contract evaluation is not necessary, such individual shall be appointed to
32 a three (3) year contract (through the fourth (4th) year), effective
33 September 1 of the next academic year.

34
35 In making such a recommendation, no formal statement or dossier is
36 required. However, the Department Faculty Evaluation Committee and/or
37 Department Chairperson may meet with such individuals.

38
39 If the Faculty Department Evaluation Committee or the Department
40 Chairperson do not recommend or the Dean does not concur, such
41 individual shall be evaluated in accordance with this Article and following

¹ A stay of the probationary period shall not be included in the calculation of years of service credited towards tenure.

1 the timeline for probationary contract renewal set forth in this paragraph.

2
3 In the event of an unsatisfactory recommendation, the individual shall be
4 given a one-year terminal appointment at the same rank and with the terms
5 and conditions of their current appointment.

6
7 2. Pre-tenure Contract Renewal

8
9 The evaluation in the fourth (4th) year of service credited towards tenure² for a
10 pre-tenure contract will thoroughly address all issues that will influence the
11 final decision on tenure.

12
13 The candidate shall forward their contract renewal dossier to the Department
14 Faculty Evaluation Committee by October 15. The Department Faculty
15 Evaluation Committee shall forward its recommendation to the Department
16 Chairperson by November 15. The Department Chairperson's
17 recommendation shall be forwarded to the College Academic Council by
18 December 5. The College Academic Council shall forward its
19 recommendation to the College Dean by January 5. The College/School
20 Dean's recommendation shall be forwarded to the Provost by February 5. The
21 recommendation of the Provost shall be forwarded to the Chancellor by
22 March 5.

23
24 In the event of an unsatisfactory recommendation, the individual shall be
25 given a one-year terminal appointment at the same rank and with the terms
26 and conditions of their current appointment.

27 3. Tenure

28
29 The candidate shall forward their tenure and promotion dossier to the
30 Department Faculty Evaluation Committee by September 15 in the sixth (6th)
31 year of service credited towards tenure³. The tenured members of the
32 department shall forward their recommendation to the Department
33 Chairperson by October 15. The recommendation of the Department
34 Chairperson shall be forwarded to the College Academic Council by
35 November 5. The College Academic Council shall forward its
36 recommendation to the College Dean by December 5. The College Dean's
37 recommendation shall be forwarded to the Provost by January 5. The
38 recommendation of the Provost shall be forwarded to the Chancellor by
39 February 5.

² A stay of the probationary period shall not be included in the calculation of years of service credited towards tenure.

³ A stay of the probationary period shall not be included in the calculation of years of service credited towards tenure.

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4. Promotions

The candidate shall forward their promotion dossier to the Department Faculty Evaluation Committee by November 15. The Department Faculty Evaluation Committee shall forward its recommendation to the Department Chairperson by December 15. The Department Chairperson's recommendation shall be forwarded to the College Academic Council by January 5. The recommendation of the College Academic Council shall be forwarded to the College Dean by February 5. The recommendation of the College Dean shall be forwarded to the Provost by March 5. The recommendation of the Provost shall be forwarded to the Chancellor by April 5.

1
2
3

Deadlines for transmission of personnel action packets to each level of review.

Action	Probationary Review ^{1,2}	Pre-tenure Review ³	Tenure Review	Promotion to Full Professor, Commonwealth Professor and for Teaching & Clinical Faculty
Candidate to Faculty Evaluation Committee	October 15	October 15	September 15	November 15
Faculty Evaluation Committee to Department Chair	November 15	November 15	October 15	December 15
Department Chair to Academic Council	December 5	December 5	November 5	January 5
Academic Council to College Dean	January 5	January 5	December 5	February 5
College Dean to Provost	February 5	February 5	January 5	March 5
Provost to Chancellor	March 5	March 5	February 5	April 5
Chancellor's decision	May 5	May 5	March 5 BOT ⁴	May 5

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6
7
8

Notes:

¹ formally 3rd/4th contract renewal

² if the Probationary Review is deemed necessary

³ formally 5th/6th contract renewal

⁴ date of the decision by the Board of Trustees

1 **G. ANNUAL FACULTY EVALUATIONS**

2 1. Procedures

3
4 Each faculty member of a department shall be evaluated annually by the
5 Department Chairperson and the College Dean on the basis of the categories
6 in Article VII(A), including a review of continuing professional development
7 and currency in one's academic field, with judgments specified in terms of the
8 ratings in Article VII(C). The evaluation shall be done at the end of each
9 academic year. Annual evaluations shall be considered for all personnel
10 actions.

11
12 Each faculty member shall prepare a faculty activities report (FAR) using a
13 standardized form describing activities and accomplishments during the
14 academic year to which the evaluation applies and shall deliver the completed
15 FAR to the Department Chairperson by May 20. The Department Chairperson
16 shall be responsible for presenting to the Department Faculty Evaluation
17 Committee all the annual activities reports together with the summaries of
18 student ratings of classroom teaching for faculty in the department. The
19 Department Faculty Evaluation Committee shall take into account these
20 reports and the summaries of student ratings of teaching and shall prepare a
21 written recommendation by May 30. The Department Chairperson shall
22 consider the activities report, student ratings of teaching, and the
23 recommendation of the Department Faculty Evaluation Committee and shall
24 complete the written annual faculty evaluation by June 10. In the case of
25 faculty on full-year sabbatical, the FAR (Faculty Activities Report) is not
26 required to be submitted in order for the faculty member to be eligible for
27 negotiated salary increases.

28
29 Each individual shall receive a copy of the Department Faculty Evaluation
30 Committee's recommendation and a copy of the Department Chairperson's
31 evaluation, and shall sign a statement indicating that the individual has read,
32 but not necessarily agreed with the evaluation. A copy of the Department
33 Faculty Evaluation Committee's recommendation and a copy of the
34 Department Chairperson's recommendation shall be sent to the College Dean.
35 The College Dean shall prepare a written evaluation and recommendation for
36 each faculty member. Each individual shall receive a copy of the Dean's
37 evaluation and recommendation and shall sign a statement indicating that the
38 individual has read, but not necessarily agreed with the evaluation. A faculty
39 member who wishes to challenge the written evaluation may add to the file
40 any statement, evidence, or other documentation the faculty member believes
41 would present a more valid perspective. The recommendation of the
42 Department Faculty Evaluation Committee, the annual evaluation of the
43 Department Chairperson and the annual evaluation of the College Dean,
44 whether or not the individual adds anything, shall become part of the file of

1 information concerning the individual faculty member. The Department
2 Chairperson shall meet with each faculty member to discuss the faculty
3 member's activities report, the student ratings of teaching, the Department
4 Faculty Evaluation Committee's recommendation, and the annual evaluation
5 done by the chairperson and the annual evaluation done by the College Dean.
6

7 Notwithstanding the above, at the Law School, FAR reports shall be submitted
8 to the Dean's office by April 30. The Dean's office shall be responsible for
9 submitting the file along with student ratings to the Faculty Evaluation
10 Committee (FEC). The FEC shall apply the processes and criteria specified in
11 this Agreement as well as the specific School drafted requirements and shall
12 submit written recommendations concerning each law faculty member to the
13 individual faculty member and the Law Dean by May 10. Each individual
14 shall receive a copy of the Faculty Evaluation Committee's recommendation
15 and shall sign a statement indicating that the individual has read, but not
16 necessarily agreed with the evaluation. The Law Dean shall prepare a written
17 evaluation and recommendation for each faculty member. Each individual
18 shall receive a copy of the Dean's evaluation and recommendation and shall
19 sign a statement indicating that the individual has read, but not necessarily
20 agreed with the evaluation. A faculty member who wishes to challenge the
21 written evaluation may add to the file any statement, evidence, or other
22 documentation the faculty member believes would present a more valid
23 perspective. The recommendation of the Faculty Evaluation Committee and
24 the annual evaluation of the Law Dean, whether or not the individual adds
25 anything, shall become part of the file of information concerning the
26 individual faculty member.

27 2. Student Rating of Classroom Teaching

28

29 There shall be a form with common questions for student rating of teaching to
30 be used in all departments in all courses. The form is at Appendix A.
31 Department Faculty Evaluation Committees may append questions to this
32 instrument. The additional departmental-specific questions will be
33 recommended for adoption by a majority vote of full-time faculty in the
34 department.
35

36 Each faculty member will be rated in every credit course offered at or under
37 the auspices of the University.

- 38 a) The results of the student rating forms shall be used in the rating of
39 teaching effectiveness, but it should be considered as only one source of
40 evidence on teaching effectiveness. Each department shall prepare a list of
41 the various types of evidence that it considers relevant to evaluating
42 teaching effectiveness.

- 1 b) Results of the tabulation of student ratings shall be made available to the
2 individual faculty member, the Department FEC, the Department
3 Chairperson and the Dean, after final grades have been submitted for the
4 course.
- 5 c) The Chairperson of the Department shall discuss the results of student
6 rating of teaching with the faculty member who was evaluated. These
7 results shall be retained in the departmental file. The Department
8 Chairperson shall be responsible for providing all faculty in the
9 department with the results of their student ratings.
- 10 d) In the event that a faculty member had unsatisfactory reports for half or
11 more classes for three (3) semesters consecutively, the Departmental
12 Faculty Evaluation Committee shall arrange classroom visitation and
13 counseling for improvement of teaching effectiveness.

14 3. Evaluation of Department Chairperson
15

16 In the case of Department Chairpersons, the Department Faculty Evaluation
17 committee shall prepare an annual evaluation of the Chairperson. In addition
18 to the categories defined in Article VII(A) this evaluation shall include a
19 separate evaluation category of “Academic Leadership/Administration
20 Effectiveness” that addresses the Chairperson’s progress in meeting the
21 mutually agreed upon expectations for the position of Chairperson as defined
22 in Article V(D).
23

24 The College/School Dean shall prepare a written evaluation and
25 recommendation for each faculty member. In the case of Department
26 Chairpersons this evaluation will include an additional category of “Academic
27 Leadership/Administration”. The evaluation of “Academic
28 Leadership/Administration” will not impact any Merit I award and is for the
29 purpose of awarding Merit II.

30 **H. CONTRACT RENEWAL**

31 All actions taken by the Chancellor relative to contract renewal shall be taken as a
32 result of a recommendation submitted to the Chancellor. In no case will
33 recommendations to the Chancellor relative to reappointment be made by anyone
34 other than the Provost. The case of any faculty member who is recommended for
35 reappointment by the tenured members of the department and the Department
36 Chairperson shall be brought to the attention of the Chancellor by the Provost
37 with appropriate documentation for action, if so requested by the tenured faculty
38 and Department Chairperson. The Chancellor shall enjoy the full right to reject
39 such recommendations but may not make appointments without a
40 recommendation from the Provost.

1 Each non-tenured faculty member is to be evaluated for reappointment using
2 approved departmental standards established pursuant to Article VII(A).

3
4 Evaluations shall be conducted in accordance with the timetable in Article VII(F).

5
6 In the faculty member's evaluation transmitted to the College Dean shall be a
7 recommendation with substantiation for reappointment or non-reappointment.
8 Each subsequent level shall review all previous evaluations and recommendations
9 and submit its own recommendations to the next recommending level. On the
10 basis of a review of these evaluations and recommendations, the Chancellor will
11 make a decision for reappointment or non-reappointment.

12 1. Notification of reappointment or non-renewal for the probationary years of
13 service must be given to the faculty member by May 5 of the second (2nd) year
14 of service credited towards tenure⁴ Except in circumstances in which the
15 Alternative Probationary Contract Review process described in Section F of
16 this Article, recommendation for reappointment or non-renewal for the
17 probationary years of service will be initiated with a recommendation
18 developed by the Department Faculty Evaluation Committee, including all
19 tenured members of the department and processed through the following
20 levels with each level adding its own recommendation: Department
21 Chairperson, College Academic Council, College Dean, Provost, and
22 Chancellor. It is advisable that the Department Chairperson seek the opinions
23 of the non-tenured faculty and the student majors of the department in
24 developing the Chairperson's recommendation. The Department Chairperson
25 shall be responsible for articulating the basis for the departmental decision.
26 Candidates not receiving a contract renewal shall receive a one (1) year
27 terminal contract.

28 2. Notification for the pre-tenure period of service must be given by May 5 of
29 the fourth (4th) year of service credited towards tenure⁵. The recommendation
30 for renewal for the pre-tenure period of service will be initiated by the tenured
31 members of the department and will be processed through the following
32 levels: Department Chairperson (who is advised to seek the opinions of the
33 non-tenured faculty and student majors of the department), College Academic
34 Council, College Dean, Provost, and Chancellor. Each level shall send a copy
35 of its recommendation to the individual under consideration for
36 reappointment, to the Department Chairperson, and to the President of the
37 Faculty Federation. If the decision is negative, the faculty member may
38 request reasons for this decision from the Chancellor. The Department
39 Chairperson is responsible for articulating the basis for the departmental
40 decision which shall be determined in each instance by secret ballot.

⁴ A stay of the probationary period shall not be included in the calculation of years of service credited towards tenure.


⁵ A stay of the probationary period shall not be included in the calculation of years of service credited towards tenure.


1 Acceptance of a justified negative recommendation developed by the tenured
 2 members of the department may be cited as a reason for each level to
 3 recommend non-renewal. Candidates not receiving a contract renewal shall
 4 receive a one (1) year terminal contract.

5 3. A multiple year contract may be offered to a faculty member provided that the
 6 individual is considered for renewal of contract at least once utilizing the
 7 procedures detailed in paragraph two (2) above prior to being considered for
 8 tenure.

9 4. Notification as referred to in paragraphs 1 and 2, shall mean written
 10 notification to the faculty member by the Chancellor of the renewal or non-
 11 renewal of the contract by the dates specified.
 12

13 **Timeline for Contract Renewal, Promotion and Tenure Recommendation**

Year 1		Year 2		Year 3	
Fall	Spring	Fall	Spring	Fall	Spring
Initial Appointment	Decision regarding Alternative Probationary Contract Review	Probationary Contract Review ¹	Probationary Contract Renewal ¹ or Terminal Year (3 rd) 		

Year 4		Year 5		Year 6	
Fall	Spring	Fall	Spring	Fall	Spring
Pre-tenure Contract Review ²	Pre-tenure Contract Renewal ² or Terminal Year (5 th) 			Submission of Tenure Packet in Tenure Decision Year	Tenure Approval or Terminal Year (7 th)

14 Notes:

15 ¹ formerly 3rd/4th contract renewal

16 ² formerly 5th/6th contract renewal

1 **I. TENURE**

2 1. Definition of Tenure

3
4 Tenure status is granted only to holders of academic positions and is
5 distinguished from non-tenure status by the fact that the University must
6 stipulate reasons for termination of employment other than by retirement
7 mandated by law. Faculty members enjoying tenure may not be discharged
8 except following a hearing as provided herein and for just cause.

9 2. Examples of just cause for discipline include, but are not limited to,
10 substantial and manifest neglect of professional duties or refusal to carry out
11 properly assigned duties; demonstrated incompetence or dishonesty in the
12 performance of duties related to teaching, research, publication, other creative
13 endeavors, or service to the university community; misrepresentation of
14 academic credentials or misrepresentation in securing an appointment,
15 promotion or tenure at the university; conduct in willful disregard of the
16 interests of the university, such as repeated or serious violations of the
17 university’s policies, rules and regulations, depending upon the gravity of the
18 offense, its repetition, or its negative impact upon others; conviction of a
19 felony or admission to facts sufficient to constitute a felony; or the inability to
20 perform assigned and essential duties due to physical or mental incapacity.

21
22 The University may relieve a unit member of their duties if, in the judgment
23 of the University, the continued service of the unit member would do serious
24 harm to the University. The University may suspend a unit member with or
25 without pay as provided by law.

26
27 A unit member who is terminated by the decision of the Chancellor shall be
28 entitled to no further compensation beyond the date of such decision.

29 a) Hearing for Dismissal of a Tenured Member of the Faculty

30 (1) Cause for dismissal will be related to the performance of the faculty
31 member. If circumstances arise that cause the Provost to anticipate
32 the reasonable possibility of recommending the dismissal of a
33 faculty member with tenure, the Provost or their representative will
34 initiate discussion of the matter with the faculty member to consider
35 a mutually acceptable resolution. Dismissal procedures will not be
36 used to restrain faculty members in the exercise of their academic
37 freedom.

38 (2) If such resolution is not reached, the Provost shall frame with
39 reasonable particularity a statement of charges that will provide the
40 basis for the University’s contemplated discipline of the faculty

1 member. The statement will be provided to the concerned faculty
2 member.

3 (3) Within seven (7) days of the Provost's providing the statement to the
4 faculty member, the Provost or their designee and the faculty
5 member, with or without the member's Federation representative as
6 the faculty member may elect, shall meet to determine the
7 composition of a hearing committee. The Provost and/or their
8 designee, in the presence of the faculty member or their
9 representative, shall draw at random the names of seven (7) tenured
10 members of the faculty from a pool of all members of the faculty not
11 on sabbatical or approved leave in that or the subsequent semester,
12 providing no name will be included among the names to be drawn of
13 a person who is involved in the matter being presented to the
14 committee, and provided further that no two (2) members whose
15 names are drawn shall be from the same academic department of the
16 University. Within four (4) days of the names being drawn, either
17 the Provost or their designee and the faculty member or their
18 designee each may strike not more than two (2) names. In the event
19 more than three (3) names remain after the completion of this
20 process, the three (3) faculty members with the longest periods of
21 service to the University shall constitute the committee. The Provost
22 or their designee shall inform these faculty members of the
23 constituting of the committee and their appointment to it.

24 (4) The essential functions of the hearing committee are to hear
25 evidence, review pertinent information and to make
26 recommendations. The hearing committee shall, within seven (7)
27 days after its being constituted, select a chairperson and promptly
28 notify the Provost and the faculty member of the name of the
29 chairperson and the date of their selection.

30 (5) Within seven (7) days of the constitution of the hearing committee,
31 the Provost or their designee shall provide to the committee written
32 notice of specific charges concerning the faculty member. The
33 faculty member shall deliver a written response to the charges to the
34 Provost and the hearing committee within seven (7) days of the date
35 of the notice.

36 (6) The committee shall set a date(s) for the hearing after the faculty
37 member has responded to the charges or the time limit for such
38 response has expired. The hearing shall be convened no sooner than
39 fourteen (14) days nor longer than twenty-one (21) days from the
40 date the faculty member responded to, or should have responded to
41 the statement of charges. If the faculty member waives their right to

1 appear, or fails or refuses to participate in the hearing in person or in
2 writing, the hearing committee will evaluate all available evidence
3 that may then be provided by the Provost or their designee and base
4 its recommendation upon the evidence in the record. If the Provost
5 or their designee fails or refuses to participate as required by this
6 procedure, the hearing committee may make such recommendation
7 to the Chancellor it deems appropriate.

8 (7) During the hearing the faculty member will be permitted to be
9 represented by or to have with them an academic adviser and/or
10 legal counsel of their own choosing. Only one (1) representative will
11 speak for the University and only one (1) representative shall speak
12 for the faculty member during the hearing. The faculty member will
13 be responsible for any fees they incur may incur for counsel, expert
14 witnesses, and other defense expenses, and for the expense of any
15 witness provided for the faculty member by the University. The
16 hearing shall be closed to the general public.

17 (8) An audio recording of the hearing will be taken and will be made
18 available to the faculty member, the University and the hearing
19 committee. The requirement of an audio record may be waived by
20 mutual consent of the hearing committee and both parties.

21 (9) The faculty member will be afforded an opportunity to present
22 relevant witnesses and documentary or other evidence, and the
23 University will, insofar as it is reasonably possible for it to do so,
24 secure the cooperation of such witnesses and make available such
25 relevant documents and other evidence within its control. The
26 hearing committee will not be bound by strict rules of legal evidence
27 and may admit any evidence which is of probative value in
28 determining the issues involved. Every reasonable effort will be
29 made to obtain the most reliable evidence available.

30 (10) The faculty member and the University will have the right to
31 confront and cross-examine all witnesses. Where the witness cannot
32 or will not appear, but the committee determines that the interest of
33 justice requires admission of their statement, the committee will
34 identify the witness, disclose their statement, and if possible,
35 provide for written interrogation. The hearing committee may grant
36 temporary adjournment to enable either party to investigate evidence
37 as to which a valid claim of surprise is made.

38 (11) Except for such simple announcements as may be required covering
39 the time of hearing and similar matters, public statements and
40 publicity about the hearing by the hearing committee, the faculty
41 member, and the administrative officers will not be made by any

1 party until the proceedings have been completed, including
2 consideration by the President and Board of Trustees, if required.

3 (12) The hearing committee shall endeavor to conclude the hearing
4 within seven (7) days of initiating it, shall prepare findings of fact
5 and develop conclusions concerning the charges, and shall report to
6 the Chancellor within ten days after the conclusion of the hearing.
7 The committee may conclude, and shall report to the Chancellor,
8 that the conduct with which the faculty member is charged (a) merits
9 dismissal or (b) does not merit dismissal. If the committee concludes
10 that the conduct does merit dismissal, but that there are
11 circumstances that warrant clemency, it will so recommend, with
12 supporting reasons. If the committee concludes that the conduct
13 does not merit dismissal, (a) it may recommend that the conduct
14 does not merit any disciplinary action or (b) it may recommend a
15 penalty short of dismissal. The findings of fact shall be based upon
16 the record before the committee.

17 (13) If the Chancellor does not accept the findings of fact or the
18 recommendation of the hearing committee, they will state in writing
19 the complete reasons therefore to the hearing committee and to the
20 faculty member within fourteen (14) days after receiving the report
21 of the hearing committee. If the Chancellor elects to impose a
22 penalty that differs from that recommended by the committee, the
23 Chancellor shall state clearly the reasons therefor and inform the
24 faculty member, the hearing committee and the Faculty Federation.

25 (14) The Chancellor shall report to the President, who shall so inform the
26 Board of Trustees, of any action taken and the discipline imposed.
27 The faculty member may within ten days of being informed the
28 decision of the Chancellor appeal in writing the Chancellor's
29 decision to the Board of Trustees. The faculty member shall state in
30 writing the reasons for the appeal, and may provide written
31 argument supporting the appeal. The Chancellor shall then within
32 ten days transmit to the Board of Trustees the record of the case and
33 a rebuttal, if any, to the member's appeal. In the event of an appeal,
34 the Board's review will be based on the record of the committee
35 hearing, the correspondence between the hearing committee and the
36 Chancellor and the statement of appeal and the rebuttal. The Board
37 or its designee will make a decision promptly thereafter.

38 (15) Expedient completion of these procedures is in the best interests of
39 all parties concerned. The time limits specified are calendar days,
40 and are the maximum periods that will be allowed except for
41 extenuating circumstances as accepted by the Provost, the hearing

1 committee, the Chancellor or by the agreement of the faculty
2 member and the University.

3 (16) All communications required to be given pursuant to this procedure
4 shall be sent to the University e-mail address of the officer or
5 employee involved. Communications shall be deemed to be received
6 the date following the date the communication was sent.

7 (17) The unit member may grieve the application of this process to them
8 as well as the ultimate disposition by the University of the charges
9 made against the unit member.

10 3. No person who, at the expiration of the current appointment, will have held
11 full-time appointments without tenure to academic positions in the University
12 for seven (7) consecutive academic years, shall be considered by the Board of
13 Trustees for further appointment to an academic position without tenure. In
14 the initial appointment, each person who has taught full-time at another
15 accredited institution of higher learning may be offered credit toward tenure at
16 the University for each year of full-time teaching up to a maximum of three
17 (3) years. Service as a full-time lecturer, or any full-time non-tenure-track
18 faculty position at the University may be counted for credit toward tenure for
19 each year of teaching up to a maximum of three (3) years. The number of
20 years to be credited shall be stipulated in the faculty member's initial
21 appointment letter. Nothing in these rules on maximum probationary years
22 shall prevent consideration for tenure at an earlier date.

23 4. The Chairperson of each department shall have the responsibility of bringing
24 to the notice of the tenured department members the names of colleagues
25 ready for consideration for tenure within the department by September 15 of
26 their tenure-decision year.

27 5. The recommendation on tenure shall be determined by a majority vote by
28 secret ballot of all the tenured faculty members of the department by October
29 15 of the year preceding the last probationary year. In order that at least three
30 (3) opinions be considered, exclusive of the Department Chairperson,
31 departments with fewer than three (3) tenured faculty members must
32 supplement the tenured faculty opinions with opinions of faculty members
33 who are tenured from other departments within the College Academic
34 Council. The additional tenured faculty members will be selected by the
35 College Academic Council from a list of individuals submitted by the faculty
36 member being considered for tenure which are acceptable to the Department
37 Chairperson and the Dean of the appropriate College. The faculty member
38 will submit the list of individuals on or before September 15 and the College
39 Academic Council will make its selection on or before October 1, of the year
40 preceding the last probationary year. Included shall be the results of the
41 student evaluations of teaching effectiveness. The candidate for tenure will be

- 1 given substantiation in writing according to the evaluation categories in
2 Article VII(A), and ratings in Article VII(E).
- 3 6. On or before November 5 of the candidate's tenure-decision year, the
4 Department Chairperson will forward to the appropriate College Academic
5 Council the faculty member's recommendation, copies of the tenure
6 evaluation documentation, and the Chairperson's own recommendation and
7 substantiation in writing. A copy of the recommendations shall be sent to the
8 President of the Faculty Federation. Prior to the transmission to the College
9 Academic Council, the individual shall be notified of the department's
10 decision and be permitted the opportunity to submit additional materials on
11 the recommendation.
- 12 7. The College Academic Council shall review these recommendations,
13 documentation and evaluations and make a recommendation on tenure with
14 written justification with respect to each of the evaluative criteria. Where
15 recommendations of the Department Chairperson and the department tenured
16 members are in agreement, the College Academic Council shall give this
17 substantial weight during deliberations and shall not ordinarily make a
18 contrary recommendation. A copy of the Academic Council's recommendation
19 with written substantiation based on the applicable criteria contained in the
20 Trustees/Faculty Federation Agreement shall be given to the individual prior
21 to being sent to the next level. The individual shall have the right to submit
22 additional materials to the College Academic Council for transmittal to the
23 College Dean within seven (7) days of receipt of the recommendation. The
24 individual, whether submitting additional materials or not, shall sign a
25 statement within this seven (7) day period and return it to the College
26 Academic Council indicating receipt of this recommendation and awareness
27 of the opportunity to submit additional materials. The College Academic
28 Council will also send a copy of the recommendation to the Department
29 Chairperson and to the President of the Faculty Federation for their
30 information. Failure of the individual to sign a statement of receipt when the
31 document has been received will not prevent the documentation from being
32 forwarded to the next level.
- 33 8. A copy of the College Dean's recommendation with written substantiation
34 based upon the applicable criteria contained in the Trustees/Faculty Federation
35 Agreement shall be given to the individual prior to being sent to the Provost.
36 The individual shall have the right to submit additional materials to the
37 College Dean for transmittal to the Provost within seven (7) days of receipt of
38 the recommendation. The individual, whether submitting additional materials
39 or not, shall sign a statement indicating receipt of this recommendation and
40 awareness of the opportunity to submit additional materials within this seven
41 (7) day period and return it to the College Dean. Failure of the individual to
42 sign a statement of receipt of the recommendation when the recommendation

1 has been received will not prevent the documentation from being forwarded to
2 the next level. The College Dean will also prepare a recommendation and send
3 a copy to the Department Chairperson and to the President of the Faculty
4 Federation for their information. The College Dean shall transmit to the
5 Provost the recommendations, evaluations and documents of the Department
6 Chairperson, the department tenured members, the College Academic
7 Council, together with the Dean's own recommendation and substantiation
8 and all additional materials (if any) submitted by the individual.

9 9. A copy of the Provost's recommendation with written substantiation based
10 upon the applicable criteria contained in the Trustees/Faculty Federation
11 Agreement shall be given to the individual prior to being sent to the
12 Chancellor. The individual shall have the right to submit additional materials
13 within seven (7) days of receipt of the recommendation of the Provost. The
14 individual, whether or not submitting additional materials, shall sign a
15 statement indicating receipt of a copy of this recommendation and awareness
16 of the opportunity to submit additional materials within this seven (7) day
17 period and return it to the Provost. Failure of the individual to sign a statement
18 of receipt of this recommendation will not prevent the documentation from
19 being forwarded to the next level. The Provost will also send a copy of this
20 recommendation to the Department Chairperson and to the President of the
21 Faculty Federation for their information. The Provost shall transmit to the
22 Chancellor, the evaluations, recommendations and documents of the
23 department tenured members, the Department Chairperson, the College
24 Academic Council, the Dean of the College, and the Provost's own
25 recommendation and substantiation and all additional materials (if any)
26 submitted by the individual.

27 10. The President shall review the recommendations of the Chancellor, Provost,
28 the Dean of College, the College Academic Council, the Department
29 Chairperson and the department tenured members, and forward these with the
30 President's own recommendation to the Chairperson of the Board of Trustees
31 no later than ten (10) days prior to the established June meeting date of the
32 Board of Trustees for its decision by formal action to grant or not grant tenure.

33 11. The awarding of tenure shall be only by a vote of the Board of Trustees.

34 12. Service as an Instructor at the University shall be counted for tenure credit.

35 13. Tenure shall be effective on the date it is voted to take effect by the Board of
36 Trustees.

37 14. Candidates not awarded tenure shall receive a one (1) year terminal contract.

1 **J. PERIODIC MULTI-YEAR REVIEW**

2 Every tenured faculty member and librarian shall undergo a periodic multi-year
3 review every seven (7) years with the exceptions noted below:

- 4 1. Promotion to Professor, Chancellor Professor, Commonwealth Professor, or
5 Librarian shall be deemed to constitute periodic multi-year review.
- 6 2. Promotion to Professor, Chancellor Professor, Commonwealth Professor or
7 Librarian shall, as of the effective date of the promotion, begin a new cycle for
8 multi-year review.
- 9 3. Persons who have indicated, in writing, their intention to retire within a three
10 (3) year period shall not be subject to multi-year review. If the intention to
11 retire is rescinded, the person shall immediately undergo a multi-year review.
- 12 4. The time of the PMYR may be altered, upon written agreement between the
13 individual and the appropriate Dean, in the following circumstances:
- 14 a) When the individual is named to a full-time administrative position.
- 15 b) When the individual is granted a leave without pay for an academic year.
- 16 c) A bargaining unit member subject to review may be temporarily exempted
17 due to extenuating circumstances (e.g., significant health problems,
18 significant responsibilities for elder or dependent care, or circumstances
19 beyond the member’s control). Documentation of extenuating
20 circumstances must be presented in writing to the Dean and will become
21 part of the member’s permanent file.
- 22 5. Those participating in PMYR in any given year shall be considered to have
23 completed an annual evaluation for that year. Deficient performance in a
24 PMYR shall disqualify the individual for any merit increase for that year. In
25 subsequent years progress toward the fulfillment of a development plan shall
26 be considered during the annual evaluation.

27 Individuals participating in PMYR shall submit the following to the Department
28 Faculty (Library) Evaluation Committee by January 31:

- 29 1. A complete and up-to-date vita.
- 30 2. Annual activity reports and annual evaluations including, where applicable,
31 student ratings of teaching as contained in the annual reviews, for the years
32 since the granting of tenure, last promotion, or previous PMYR.

1 A brief narrative commentary (not to exceed three (3) pages) addressing their
2 major accomplishments during the period under review and outlining their
3 long-range plans (for the next six (6) years) and their relation to departmental
4 and institutional plans and needs.

5 The dossier submitted shall be evaluated, in writing with copies to the individual
6 being evaluated, to the Department Chairperson, and to the President of the
7 Faculty Federation, by the Evaluation Committee, consisting of the tenured
8 members of the department or constituted under the provisions of Article
9 VII(I)(4), the Department Chair (Head), the College Academic Council, the
10 College Dean and the Provost. At each level of evaluation, the individual being
11 evaluated will have seven (7) days to submit to the evaluator any statement,
12 evidence or other documentation which they believe would represent a more valid
13 view. The individual's submission will be transmitted with the dossier and the
14 evaluation to the next step of the process.

15 Each faculty member shall be evaluated in the categories of 1. Teaching
16 Effectiveness and Advising; 2. Scholarship and Professional Activities; and 3.
17 University Service; or 4. Public Service; or both. The rating for each category of
18 evaluation shall be Excellent, or Very Good, or Satisfactory, or Unsatisfactory.
19 Summary rating of Excellent Sustained Performance or Generally Satisfactory
20 Sustained Performance or Deficient Performance shall be determined at each level
21 of review. These summary ratings shall be determined as follows:

22 Excellent Sustained Performance

23 Excellent in Teaching Effectiveness and Advising and at least Very Good
24 performance in one (1) other category, or

25
26 Very Good in Teaching Effectiveness and Advising and at least Excellent
27 performance in one (1) other category, or

28
29 Very Good in Teaching Effectiveness and Advising and at least Very Good
30 performance in two (2) other categories.

31 Generally Satisfactory Sustained Performance

32 Excellent in Teaching Effectiveness and Advising and Satisfactory
33 performance in one (1) other category, or

34
35 Very Good in Teaching Effectiveness and Advising and Very Good
36 performance in one (1) other category, or

37
38 Satisfactory in Teaching Effectiveness and Advising and Very Good
39 performance in two (2) other categories.

1 Deficient Performance

2 Failure to meet the standards for generally satisfactory sustained
3 performance.

4 Faculty found to have Excellent Sustained Performance by four (4) or more levels
5 of review; and for law faculty two (2) or more levels of review, shall be deemed
6 to have successfully completed the PMYR.

7
8 Faculty found to have Generally Satisfactory Sustained Performance with no need
9 for improvement by four (4) or more levels; two (2) in the case of law faculty
10 members; shall be deemed to have successfully completed the PMYR.

11
12 Those deemed by four (4) or more levels; two (2) in the case of law faculty
13 members; to have generally satisfactory sustained performance but to be in need
14 of some improvement shall be so notified in writing by the Dean. They shall, with
15 the written approval of the Department Chairperson, and the Evaluation
16 Committee, develop a plan for professional development. This plan will indicate
17 specific areas in which improvement or change is planned and how the faculty
18 member intends to improve/change in those areas. The campus shall be
19 responsible for all reasonable expenses. Progress toward fulfillment of the plan
20 shall be considered in their annual evaluations.

21
22 Those found to be deficient by four (4) or more levels; two (2) in the case of Law
23 faculty members; shall prepare a plan, with approval as above, which will address
24 specific areas in need of immediate improvement. The campus shall be
25 responsible for all reasonable expenses. Their progress will be reviewed each
26 semester by the Provost, the Department Chairperson and the Dean. If
27 improvement has not taken place within a reasonable period of time, or if the
28 individual refuses to participate in the process or fails to make a good faith effort
29 to execute the plan, the Provost, in consultation with the Dean and the Department
30 Chairperson, shall determine whether or not grounds exist to invoke the
31 provisions of Article VII(I).

32
33 PMYR is not a step in any disciplinary action and no materials developed in this
34 process shall be introduced into evidence in any disciplinary action. This
35 exclusion does not apply to any document or record originally intended for use
36 other than PMYR, e.g., annual evaluation, nor to any aspect of a faculty member's
37 performance which may have been considered in the PMYR process and may be
38 considered separately in a disciplinary process.

1 **K. PROMOTION**

2 PREAMBLE

3 For recommendations on promotion, the individual being considered shall be
4 responsible for assembling all pertinent materials in a dossier and shall be
5 responsible for delivering it to the Department Faculty Evaluation Committee no
6 later than November 15.

7 1. General

8 Any faculty member in the rank of Assistant Professor shall be promoted to
9 the rank of Associate Professor upon achieving tenure at the University.

10 2. While length of service alone is not cause for promotion, the following shall
11 be considered the normal period of time to be spent in rank:

12 a) Instructor, not more than five (5) years.

13 b) Assistant Professor, six (6) to seven (7) years.

14 c) Associate Professor, six (6) or more years.

15 d) Professor, six (6) or more years (total years teaching shall ordinarily be
16 eighteen (18) or more)

17 Nothing in these rules on the normal period of time to be spent in rank shall
18 prevent consideration for promotion at an earlier date. Promotion before the
19 normal time spent in rank will be recommended only upon evidence of
20 extraordinary achievement and experience in one's professional career.

21 3. For purposes of promotion, faculty shall be evaluated by the Department
22 Faculty Evaluation Committee and the Department Chairperson. The
23 Department Faculty Evaluation Committee shall judge each candidate for
24 promotion on the basis of the four (4) categories of Article VII(A), and shall
25 classify each candidate using the ratings of Article VII(E). The Committee's
26 recommendations shall be substantiated in writing by referring to the
27 categories of Article VII(A), and ratings of Article VII(E). The Department
28 Chairperson shall review the candidate's dossier and the recommendations of
29 the Department Faculty Evaluation Committee. The Department Chairperson
30 shall evaluate each candidate in terms of the categories of Article VII(A), shall
31 make a recommendation according to the ratings of Article VII(E), and shall
32 substantiate this recommendation in writing. The candidate for promotion
33 shall have the right to read the recommendations of the Department Faculty
34 Evaluation Committee and the recommendation of the Department
35 Chairperson, and may add to the file any statement, evidence, or

1 documentation which the candidate believes to present a more valid view. The
2 candidate shall have the right to grieve the recommendation of the Department
3 Faculty Evaluation Committee or the recommendation of the Department
4 Chairperson, according to the grievance procedures of Article XVII. Whether
5 or not the candidate grieves, the candidate shall have the right to add to the
6 file any additional material within seven (7) days of receipt of the
7 recommendation of the Department Chairperson for transmittal to the College
8 Academic Council and shall sign, within this seven (7) day period, a statement
9 indicating that the recommendations have been read. Failure to sign will not
10 prevent forwarding of the documentation to the College Academic Council.
11 The Department Chairperson shall forward to the College Academic Council
12 by January 5 the candidate's complete file including the dossier, the
13 recommendation of the Department Faculty Evaluation Committee, the
14 Department Chairperson's recommendation, and any additional material
15 submitted by the candidate. Copies of the recommendations shall be sent to
16 the President of the Faculty Federation for informational purposes.

17 4. The College Academic Council shall review the complete file, shall evaluate
18 the candidate in terms of the categories of Article VII(A), and shall make a
19 recommendation in terms of the ratings of Article VII(E). The College
20 Academic Council shall substantiate in writing the recommendations for each
21 candidate in terms of Article VII(A) & (E). Copies shall be given to the
22 candidate, to the candidate's Department Chairperson and to the President of
23 the Faculty Federation prior to being sent to the next level. The candidate shall
24 have the right to submit additional materials within seven (7) days from
25 receipt of the recommendation of the College Academic Council. The
26 candidate shall sign, within this seven (7) day period, a statement indicating
27 that the recommendation has been read and that the option of submitting
28 additional materials was available. Failure to sign shall not prevent forwarding
29 the file to the next level. The College Academic Council shall transmit to the
30 College Dean the complete file, including the dossier, the recommendation of
31 the Department Faculty Evaluation Committee, the recommendation of the
32 Department Chairperson, the Academic Council's own recommendation, and
33 any additional material submitted by the candidate by February 5.

34 5. The College Dean shall review the complete file, shall evaluate the candidate
35 according to the categories of Article VII(A), and shall make a
36 recommendation in terms of Article VII(E). A copy of the recommendation
37 with written substantiation shall be given to the candidate, the candidate's
38 Department Chairperson, and the President of the Faculty Federation before
39 being sent to the Provost. The individual shall have the right to submit
40 additional materials within seven (7) days from receipt of the recommendation
41 to the College Dean. The individual, whether submitting additional materials
42 or not, shall sign, within this seven (7) day period, a statement indicating
43 receipt of this recommendation and awareness of the opportunity to submit

1 additional materials within this seven (7) day period and return it to the
2 College Dean. Failure of the individual to sign a statement of receipt of the
3 recommendation when the recommendation has been received will not
4 prevent the documentation from being forwarded to the next level. The
5 College Dean shall transmit to the Provost the complete file including the
6 dossier, the recommendation of the Department Faculty Evaluation
7 Committee, the recommendation of the Department Chairperson, the
8 recommendation of the College Academic Council, the Dean's own
9 recommendation, and any additional materials submitted by the candidate by
10 March 5.

11 6. The Provost shall review the complete file, shall evaluate the candidate
12 according to the categories of Article VII(A). and shall make a
13 recommendation in terms of the ratings of Article VII(E). A copy of the
14 recommendation with written substantiation shall be given to the candidate,
15 the candidate's Department Chairperson, and the President of the Faculty
16 Federation prior to being sent to the Chancellor. The candidate shall have the
17 right to submit additional materials within seven (7) days from receipt of the
18 recommendation of the Provost. The candidate shall sign, within this seven (7)
19 day period, a statement indicating that the recommendation has been read and
20 that the option of submitting additional materials was available. Failure to sign
21 shall not prevent forwarding the file to the next level. The Provost shall
22 transmit to the Chancellor the complete file, including the dossier, the
23 recommendation of the Department Faculty Evaluation Committee, the
24 recommendation of the Department Chairperson, the recommendation of the
25 College Academic Council, the recommendation of the College Dean, the
26 recommendation of the Provost, and any additional materials submitted by the
27 candidate.

28 7. The Chancellor shall make a decision on promotion for each candidate by
29 May 5. The Chancellor's decision and any subsequent action taken by the
30 Board thereon shall be conveyed in writing to the candidate and a copy shall
31 be sent to the candidate's Department Chairperson.

32 8. Promotion to Chancellor Professor or Commonwealth Professor

33 a) Criteria for Promotion: A full-time tenured faculty member shall be
34 eligible for promotion to the rank of Chancellor Professor or
35 Commonwealth Professor if the faculty member meets all of the following
36 criteria:

37 (1) The individual has a minimum of eighteen (18) years' full-time
38 teaching experience at an accredited institution of higher education.

- 1 (2) The individual has received the highest rating in any five (5) annual
2 evaluations conducted during the six (6) years preceding an
3 application for promotion.
- 4 (3) The individual has been in rank as a Full Professor for a minimum
5 of six (6) years at the time of application.
- 6 (4) The individual has demonstrated excellence in the art and practice of
7 teaching, has a record of scholarship that contributes to the
8 advancement of knowledge in the applicant's field, and has made an
9 outstanding contribution to the University or to their profession.
- 10 b) At no time will the number of persons at the rank of Chancellor Professor
11 be more than ten percent (10%) of the total faculty holding the rank of
12 Professor, Chancellor Professor and Commonwealth Professor.
- 13 c) Promotion to Chancellor Professor or Commonwealth Professor shall
14 follow the schedule contained in Article VII(K) of the Agreement.
- 15 d) Faculty applying for Chancellor Professor or Commonwealth Professor
16 shall not evaluate any candidates for Chancellor Professor or
17 Commonwealth Professor.

18 **L. LAW SCHOOL PERSONNEL RECOMMENDATIONS**

19 For all decisions by the Law Academic Council (LAC) on contract renewals,
20 promotions, tenure applications and PMYR, only those members of the LAC who
21 have tenure shall participate in the meeting and have a vote.

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ARTICLE VIII
WORKING CONDITIONS

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A. TEACHING ASSIGNMENT

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1. Except in the School of Law (14 units per academic year), the maximum assignment per academic year shall be twenty-four (24) units. The standard teaching assignment per academic year shall be eighteen (18) units except in the case of faculty in the College of Visual & Performing Arts teaching only studio courses, where the standard teaching assignment shall be thirty (30) units per academic year and in the School of Law fourteen (14) units per academic year. Adjustments upward or downward from this standard assignment are possible with written justification and approval by the faculty member, the Chairperson (or the Program Chair in the School of Law) and the Dean. It is understood and agreed that on occasion a department chair may assign more than eighteen (18) units in one (1) academic year without the approval of a faculty member. The faculty member's teaching assignment will be appropriately adjusted in the succeeding academic year.
 2. Faculty teaching assignments shall be decided by the Department Chairperson in consultation with members of the department and must be acceptable to the Dean of the College or School. In the Law School, faculty teaching assignments shall be decided by the Dean or Dean's designee in consultation with members of the department and must be acceptable to the Law Academic Council.
 3. Faculty may be assigned to teach classes between the hours of 8:00 a.m. and 10:00 p.m. Until June 30, 2012, teaching assignments after 7:00 p.m. shall be made only with the written agreement of the faculty member involved. In no case will faculty be required to teach a class that ends more than eight (8) hours after the beginning of their first class of the day.
 4. School of Law faculty may be assigned to teach classes between the hours of 9:00 a.m. and 10:00 p.m. In no case, will faculty be required (1) to teach a class that ends more than eight (8) hours after the beginning of their first class of the day, or (2) to teach classes on more than five (5) days in a week.

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B. DETERMINATION OF TEACHING LOAD

Teaching load shall be computed according to the following scale:

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1. One (1) lecture, recitation or laboratory/studio/clinical class hour per week equals one (1) unit. In the College of Nursing and Health Sciences, clinical practicum sections, a unit will be defined as two (2) clock hours of clinical practicum instruction per week.

- 1 2. In laboratory and studio courses, every effort will be made to assign
2 technicians to prepare equipment for experiments, to assist in conducting
3 experiments and to process student reports in order to provide faculty
4 members more equitable teaching loads. For the duration of this agreement,
5 the incremental amount of support for a CVPA professional technician(s)
6 agreed to in the MOU of March 30,1999 shall be maintained.
- 7 3. Advising for master's theses and doctoral dissertations equals two (2) units for
8 the first student and one (1) unit each for subsequent students for a maximum
9 of four (4) units per semester. Advising for graduate projects equals one (1)
10 unit for the first student and one-half (1/2) unit for each subsequent student to
11 a maximum of three (3) units per semester. Advising credit cannot be accrued
12 for a given individual student for more than four (4) semesters for master's
13 thesis and project and eight (8) semesters for doctoral dissertation.
- 14 4. Every effort shall be made to distribute equitably the number of students per
15 faculty member in a given discipline. A faculty member who has extra large
16 sections for two (2) semesters in succession, shall, where feasible, be given a
17 reduced number of course assignments in the following semester.
- 18 5. Whenever possible, the number of preparations for an individual faculty
19 member shall not exceed two (2) without consent of the faculty member
20 involved.
- 21 6. The goals of the University require that the average workload for faculty
22 members consist of four (4) basic elements:
- 23 a) The basic instructional workload,
24 b) Research, creative or professional activity,
25 c) Academic service, and
26 d) Public Service
- 27 7. Subject to the provisions of this Agreement and to budgetary constraints, the
28 Employer/University Administration shall, as a high academic priority,
29 maintain the goal of achieving a student-faculty ratio appropriate to a high
30 quality of education and fulfilling the mission of the University.
- 31 8. Instructional workload assignments to faculty members shall reflect (a) the
32 academic needs of the department or program, (b) the faculty member's
33 qualifications and expertise and (c) the faculty member's professional
34 interests.

- 1 9. In determining workload assignments, the faculty member’s research
2 commitment, service contributions and prior instructional workload shall be
3 taken into account to determine whether these warrant adjustments of
4 instructional workload.

5 **C. DEPARTMENT CHAIRPERSONS**

6 The working conditions for Department Chairpersons are described in Article
7 XVIII(A).

8 **D. OTHER FACULTY RESPONSIBILITIES**

- 9 1. Although not considered as part of the normal teaching load, the full-time,
10 benefited faculty is to participate in and contribute to these activities:
- 11 a) Scheduled academic functions and meetings of the Department, College
12 and University.
- 13 b) Regular student advising or advising other than thesis.
- 14 2. Office Hours
- 15 a) For non-law faculty, there shall be at least four (4) scheduled office hours
16 per week, not less than one (1) hour per day on three (3) separate days, per
17 full-time faculty member. Additional office hours may be required when
18 the Department Chairperson and Dean agree on the necessity. (Flexible
19 enforcement to be devised). Scheduled office hours will be posted on
20 office doors and in course syllabi.
- 21 b) For law faculty, there shall be at least four (4) scheduled office hours per
22 week per full-time faculty member. These hours shall be scheduled at
23 times that are convenient for the students in the faculty member’s classes.
24 Additional office hours may be required when the Law Academic Council
25 and the Dean agree on the necessity.
- 26 3. Faculty members are required to submit their grades to the Registrar’s Office
27 by the date specified by that office. In cases where this responsibility is not
28 fulfilled, the Registrar will notify the faculty member on the seventh (7th) day
29 following the due date. On the fourteenth (14th) day following the due date,
30 the Administration will be empowered to withhold salary checks until the
31 grade(s) in question are submitted. Extenuating circumstances that prevent the
32 withholding of salary checks will be agreed upon on a case-by-case basis by
33 the Administration and the Faculty Federation.

1 Notwithstanding the above, law faculty members shall have no less than
2 twenty-one (21) days, subject to variation by the Law Academic Council,
3 following a written examination in which to submit grades.

4 **E. TEACHING PROGRAMS**

5 1. Work Schedule

6 a) All courses are scheduled and all faculty members' assignments are fitted
7 within a five-day (5) work week except in the School of Law. Faculty
8 members' written request and justifications for special consideration will
9 be taken into account by the Department Chairperson and, if
10 recommended by the Chairperson, must be submitted to the College Dean
11 for approval.

12 b) In the School of Law, faculty members teaching assignments will
13 normally be on no more than three (3) days, but a faculty member may be
14 scheduled for more than three (3) days upon good cause and either the
15 faculty member's consent, or approval of the Law Academic Council.
16 Faculty members can be scheduled for both day and night/weekend
17 courses, but effort will be made to rotate faculty members so that each
18 faculty member teaches a fair share of the night/weekend courses. Faculty
19 members' written request and justifications for special consideration will
20 be taken into account and may be submitted to the College Dean for
21 approval.

22 2. The assignment of courses shall be determined by the Department
23 Chairperson in consultation with each faculty member of the department and
24 with the approval of the Dean of the College.

25 3. Teaching loads in a department shall be distributed as evenly as possible
26 among faculty members.

27 4. In scheduling and assigning courses, faculty requests will be taken into
28 account by the Department Chairperson. Requests shall be in writing.

29 5. Seniority will be a factor in consideration of the assignment of courses and
30 schedules.

31 **F. TRANSFER**

32 Faculty may be transferred from one department to another within one college, or
33 between colleges. Such transfers shall be made without loss of seniority or any
34 other rights or perquisites. Transfers must be approved by the Dean or Deans
35 involved, but only with the written consent of the faculty member involved, and

1 only with the prior approval of a majority of the tenured members of the
2 department to which the transfer is requested.

3 **G. ACADEMIC YEAR AND CALENDAR**

4 1. Academic Year

5 a) The academic year for the School of Law shall begin on August 15, of
6 each year and end on May 15, of the next year, subject to variation by the
7 Law Academic Council to ensure complete fall and spring semesters over
8 a period not less than nine (9) months and not more than forty (40) weeks.
9 Faculty serving under a teaching contract are expected to be available each
10 day within this period excepting Sundays and holidays unless explicitly
11 relieved of this responsibility in writing by the Dean of the School. Any
12 restructuring of the academic semester system shall be subject to
13 negotiation. Faculty will be available to attend graduation exercises
14 scheduled before June 1.

15 b) The academic year in all other regards shall begin on September 1, of each
16 year and end on May 31, of the next year. Faculty serving under a teaching
17 contract are expected to be available each day within this period excepting
18 Saturdays, Sundays and holidays unless explicitly relieved of this
19 responsibility in writing by the Dean of the College.

20 2. University Calendar

21
22 The University calendar for each year shall be determined at least two (2)
23 years in advance by the administration in consultation with the Faculty
24 Federation.

25 **H. FACILITIES**

26 1. Office space will be allocated by the Administration to each Department and it
27 will be the responsibility of the Department Chairperson to allocate individual
28 office assignments. This action must be taken prior to June 30 of each year.

29 2. Suitable office space with appropriate office equipment shall be provided for
30 each faculty member. Whenever feasible, office spaces will be assigned to
31 faculty members on a continuing basis, from year to year and for non-law
32 faculty with no more than two (2) full-time faculty assigned to any office.
33 Where possible, each full-time, tenure track law professor shall be provided
34 with a private office.

35 3. Faculty members shall have access to their offices and/or related laboratory
36 facilities twenty-four (24) hours a day, seven (7) days a week without
37 jeopardizing security.

- 1 4. Suitable faculty lounge areas will be provided in each building containing ten
2 (10) or more faculty offices.
- 3 5. Where feasible, each department shall be allocated at least one (1) full-time
4 secretary. Departments having more than fifteen (15) full-time faculty shall be
5 allocated an additional secretary.
- 6 6. Department Chairpersons shall have first priority in the assignment of single-
7 person offices in the department.
- 8 7. Whenever the temperature inside any work location reaches 85 degrees or
9 above or drops below 65 degrees whereby employees are required to wear
10 coats or heavy sweaters in order to remain in the work location, the person in
11 charge of such work location shall immediately contact the person responsible
12 for heating/cooling the building to determine the cause and probable length of
13 time necessary to correct the problem. The person responsible for
14 heating/cooling the building shall immediately relay such information to the
15 Chancellor who shall have the right to dismiss members of the staff until such
16 time as the situation is to be corrected within the workday.

17 **I. FULL-TIME SERVICE REQUIREMENTS**

18 Appointment to the faculty of the University on a full-time basis obligates the
19 appointee to render full-time service to the University unless otherwise
20 specifically exempted by the Chancellor.

21 **J. DUES CHECK-OFF**

22 The Faculty Federation may secure authorization for payroll deduction for dues.
23 Once authorized, deductions must continue unless specified in writing by the
24 employee rescinding the authorization.

25 **K. WEATHER CONDITIONS**

26 All members of the bargaining unit shall be treated equally with regard to adverse
27 weather conditions.

28 **L.** [This paragraph intentionally left blank]

29 **M. THE UNIVERSITY OF MASSACHUSETTS POLICY ON FACULTY**
30 **CONSULTING AND OUTSIDE ACTIVITIES**

31 Full-time faculty members are expected to devote to the University their primary
32 professional loyalty and to direct to the University their time and energy. They are
33 considered “special state employees” for purposes of the Massachusetts law
34 governing the conduct of public officials and employees (Massachusetts General
35 Laws Ch. 268A), however, they are permitted to engage in limited activities

1 outside of the University during normal working hours, provided such outside
2 activities do not interfere with their primary obligations. The University
3 recognizes that outside activities can be of value to faculty and the University.
4 This Policy is intended to further the mission of the University and to enrich the
5 experiences of the faculty by facilitating appropriately limited outside activities
6 for faculty.

7 1. Definitions

8 As used in this Policy, the following words shall have the following meanings:

9 a) Academic Week - The period of Monday through Friday in each week.

10 b) Outside Activities - Non-academic activities undertaken by a Faculty
11 Member in the faculty member's area of expertise in association with
12 individuals or entities outside the University. Such activities include for
13 example, working as an employee or consultant, or serving as an
14 executive, trustee or director for a company or non-profit organization.
15 Such activities do not include, for example, short-term academic activities
16 undertaken for professional development, such as lectures, participation on
17 governmental or professional society advisory panels or scholarly events,
18 or membership on editorial boards.

19 c) CVIP - The University Office of Commercial Ventures and Intellectual
20 Property.

21 d) Faculty Member - A full-time employee of the University whose principal
22 title is Lecturer, Instructor, Assistant Professor, Associate Professor, or
23 Professor, or any other University employee whose principal duties consist
24 of teaching and conducting academic research.

25 2. Policy

26 a) Scope of Policy

27
28 This Policy applies only to Faculty Members.

29 b) Allowable Activities

30
31 The University ordinarily permits full-time Faculty Members to devote the
32 equivalent of one (1) day within the Academic Week to the performance of
33 Outside Activities. The University ordinarily does not place a specific
34 limit on the amount of time that part-time Faculty Members may devote to
35 the performance of Outside Activities. The time commitment devoted by
36 any Faculty Member to Outside Activities may not interfere with the
37 Faculty Member's professional commitment to the University.

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c) Prohibited or Restricted Activities

- (1) Use of Students or University Resources - Faculty Members are ordinarily prohibited from performing Outside Activities that involve the use of University-administered funds, facilities, or equipment, and must obtain approval to involve students in connection with Outside Activities in accordance with the University Policy on Conflicts of Interest Relating to Intellectual Property and Commercial Ventures.
- (2) Activities Involving a Conflict of Interest - In the event a Faculty Member is considering undertaking an Outside Activity that poses an actual or potential Conflict of Interest, as defined by the University Policy on Conflicts of Interest Relating to Intellectual Property and Commercial Ventures, the Faculty member should disclose all relevant information as required by that Policy.
- (3) Use of University's Name - The University's name shall not be used in relation to any Outside Activities, except in describing an individual's credentials, and except in accordance with University policy.

d) Administrative Procedures

- (1) Disclosure and Approval of Outside Activities - Before the commencement of any Outside Activity subject to this Policy, the University requires a Faculty Member to disclose the proposed Outside Activity to the member's Dean and Provost, and to receive approval of such Outside Activity. The University shall make available appropriate forms. The University also requires prompt disclosure of material changes in previously disclosed Outside Activities. Each Dean shall periodically provide to the Provost a report on the Outside Activities of Faculty Members within their college, and the Provost shall provide this report to the Director of the University Office for Commercial Ventures and Intellectual Property and to the Conflicts Committee.

When Faculty Members are negotiating consulting arrangements with non-University entities they should keep in mind that under the University Intellectual Property Policy, the University will be the presumed owner of any patent or other intellectual property rights that arise in the course of consulting work or other Outside Activities if that work is the same as, is directly related to, or is substantially similar to a research project in which that Faculty Member is engaged at the University. In order to avoid potential ownership disputes and liability, Faculty Members are strongly

1 encouraged to consult with the Chief Research Officer to ensure that
2 Outside Activities are outside the scope of the University Intellectual
3 Property Policy.

4 (2) Standard Form Rider - The CVIP will make available standard form
5 riders, to be attached to all written agreements to undertake Outside
6 Activities entered into by a Faculty Member, which will describe the
7 intellectual property rights of the University, and which will contain
8 an acknowledgment of such rights by the non-University entity. This
9 rider is intended to avoid potential misunderstandings and disputes
10 regarding ownership of intellectual property developed by the
11 Faculty Member. The University strongly encourages use of this
12 standard form rider.

13 3. Interpretation and Evaluation

14
15 The President or the President's designee will have authority to interpret this
16 Policy. Periodically, but at least every three (3) years, the President or the
17 President's designee will conduct an evaluation of this Policy and formulate
18 amendments for the consideration of the Trustees of the University.

19 4. Enforcement

20
21 The Chief Research Officer may refer any matter to the appropriate University
22 official for disciplinary or other appropriate action. If a matter involves a
23 Conflict of Interest under the University Policy on Conflicts of Interest
24 Relating to Intellectual Property and Commercial Ventures, the Chief
25 Research Officer shall refer the matter to the Conflicts Committee.

26 5. Appeals

27
28 A Faculty Member may request that the Chief Research Officer review any
29 decision of the member's Department Chair concerning Outside Activities. A
30 Faculty Member may appeal any decision of the Chief Research Officer by
31 requesting a review of the decision by the President or the President's
32 designee. The decision of the President shall be final.

33 6. Other Policies

34
35 As noted above, Outside Activities may involve other University policies,
36 such as the Intellectual Property Policy, the Policy on Conflicts of Interest
37 Relating to Intellectual Property and Commercial Ventures, and the Policy on
38 Compensation for Certain Additional Professional Services (to the extent not
39 superseded by this Policy). Faculty Members should refer to these other
40 policies as necessary.

1 7. The University acknowledges that the Outside Activities of law faculty
2 members may involve confidential information that is protected by the
3 attorney-client privilege. The Rules of Professional Conduct may prohibit the
4 disclosure of this information to the University in the furtherance of the
5 Outside Activities policy. Should the University claim that the assertion of a
6 privilege by a faculty member is improper, both parties shall exercise good
7 faith towards each other and shall seek a resolution of the question through the
8 Board of Bar Overseers and, if necessary, appropriate judicial action. A law
9 faculty member shall not be penalized in any manner for the assertion of
10 privilege unless the University shows that the assertion was unsubstantiated
11 by the law and was raised in bad faith.

12 **N. THE UNIVERSITY OF MASSACHUSETTS POLICY ON CONFLICTS OF**
13 **INTEREST**

14 Under most circumstances, conflicts of interest involving individuals associated
15 with the University are addressed by Chapter 268A of the Massachusetts General
16 Laws, which governs the conduct of public officials and employees. However,
17 pursuant to Massachusetts General Laws Ch. 75 §14A, in the area of intellectual
18 property and technology transfer this policy is controlling. In matters not
19 addressed by this policy, the provisions of Chapter 268A apply.

20 1. Definitions

21
22 As used in this Policy, the following words shall have the following meanings:

- 23 a) Chair - The Chairperson of the Conflicts Committee, as described in detail
24 below.
- 25 b) Clinical Research - Research involving human subjects.
- 26 c) Company - Any corporation, partnership, association, or other legal entity,
27 excluding entities controlled by the United States government, the
28 Commonwealth of Massachusetts, and the University. A Company shall
29 include all affiliates and other associated entities.
- 30 d) Conflict of Interest - (i) An actual or potential conflict between the
31 personal interests of a Covered Individual and the interests of the
32 University or the public or (ii) the reasonable appearance of such a conflict
33 to the public. The University recognizes that the mere existence of a
34 conflict of interest is not improper, but could lead to apparent or actual
35 improper behavior. This Policy seeks to manage conflicts of interest to
36 minimize both the appearance of improper behavior and the harm that
37 could result from actual improper behavior. The University does not
38 require disclosure and review of every Conflict of Interest, but only those
39 involving a Financial Interest and certain situations, as described below.

- 1 e) Conflicts Committee - A five-campus committee that reviews and
2 manages conflicts of interest, as further described in paragraph 2 below.
- 3 f) Covered Individual - Any individual associated with the University,
4 including without limitation faculty, staff, and students, but excluding
5 members of the CVIP and Vice Chancellors for Research. Anyone who is
6 not a Covered Individual remains subject to the more restrictive provisions
7 of Mass. Gen. Laws Ch. 268A.
- 8 g) CVIP - The University Office of Commercial Ventures and Intellectual
9 Property.
- 10 h) Director - The Executive Director of the CVIP.
- 11 i) Equity - All ownership interests in a Company and all rights to obtain
12 ownership interests in a Company, including without limitation common
13 or preferred stock, warrants, options, and partnership units, and also
14 including compensation arrangements based on equity performance (e.g.,
15 phantom stock). "Equity" does not include ownership interests that are held
16 through publicly-traded mutual funds.
- 17 j) Financial Interest - A Significant Financial Interest or Substantial
18 Financial Interest, both as defined below.
- 19 k) Non-Equity Compensation - All compensation other than Equity that is
20 provided by a Company or contractually promised by a Company,
21 including without limitation salary, gifts, royalties, consulting fees,
22 honoraria, goods, services, and travel expenses. "Non-Equity
23 Compensation" does not include compensation that is provided by the
24 University pursuant to (i) its Intellectual Property Policy or by another
25 educational or research institution pursuant to a similar policy or (ii)
26 University-approved research funding.
- 27 l) Significant Financial Interest - Has either of the following meanings.
- 28 (1) Clinical Research - In relation to Clinical Research that is performed
29 or directed by a Covered Individual, "Significant Financial Interest"
30 means (i) any Equity in a Company that is directly owned by, or is
31 under the control of, a Covered Individual or a member of the
32 individual's immediate family or (ii) Non-Equity Compensation
33 from a Company in an aggregate amount greater than \$1,000 within
34 the prior twelve-month period that is directly or indirectly received
35 by or contractually promised to a Covered Individual or a member
36 of the individual's immediate family.

1 (2) Non-Clinical Research - In relation to research other than Clinical
2 Research that is performed or directed by a Covered Individual,
3 "Significant Financial Interest¹" means either (i) Equity that
4 represents more than one percent (1%) of the total equity in a
5 Company or has a total current value of more than \$10,000 that is
6 directly owned by, or is under the control of, such Covered
7 Individual or a member of the individual's immediate family or (ii)
8 Non-Equity Compensation in an aggregate amount greater than
9 \$10,000 within the prior twelve-month period that is received by or
10 contractually promised to a Covered Individual or a member of the
11 individual's immediate family.

12 m) Substantial Financial Interest - Has either of the following meanings.

13 (1) Clinical Research - In relation to Clinical Research that is performed
14 or directed by a Covered Individual, "Substantial Financial Interest"
15 has the same meaning as "Significant Financial Interest."

16 (2) Non-Clinical Research - In relation to research other than Clinical
17 Research that is performed or directed by a Covered Individual,
18 "Substantial Interest" means either (i) Equity that represents more
19 than five percent (5%) of the total equity in a Company or has a total
20 current value of more than \$100,000 that is directly owned by, or is
21 under the control of, such Covered Individual or a member of the
22 individual's immediate family or (ii) Non-Equity Compensation in
23 an aggregate amount greater than \$100,000 within the prior twelve-
24 month period that is received by or contractually promised to a
25 Covered Individual or a member of the individual's immediate
26 family.

27 2. Administration of Policy

28 a) Philosophy and Authority of Conflicts Committee

29
30 The University assumes that its faculty and staff act with the highest level
31 of personal responsibility, integrity and commitment to the University.
32 Nevertheless, complex situations can arise involving Conflicts of Interest
33 that require specialized knowledge and a multi-disciplinary, problem-
34 solving approach. Therefore, the Committee will have the authority on
35 behalf of the University to review conflicts disclosures and to dispose of
36 conflicts involving Financial Interests in a fair and objective manner,
37 utilizing the knowledge and judgment of Committee members and other
38 resources the Committee desires to access. The Committee will have
39 broad discretion in resolving Conflicts of Interest. Over time, decisions
40 made by the Committee may become precedents that will be used for
41 guidance by the Committee to assure continued principled decision

1 making. Some decisions may periodically be communicated (in a non-
2 identified fashion) to faculty and staff in the form of advisories or
3 guidelines. It is anticipated, for example, that promptly after its formation
4 the Committee will establish and distribute advisories regarding typical
5 Conflict of Interest situations with their appropriate resolution.
6

7 The Committee has no authority with regard to Conflicts of Interest that
8 do not involve a Significant Financial Interest or Substantial Financial
9 Interest. All Conflicts of Interest outside the authority of the Committee
10 are left entirely to campus-based procedures (if any).

11 b) The Conflicts Committee
12

13 This Policy will be administered by a thirteen-member, University-wide
14 Committee consisting of one (1) member of the faculty at each campus
15 appointed under procedures established by the campus; the Chief Research
16 Officer or the Vice Chancellor's designee at each campus; the President or
17 the President's designee; and two (2) non-voting members who the
18 President may appoint from outside the University. The Provost will
19 appoint the University faculty member to the Conflicts Committee. The
20 appointed faculty member will ordinarily come from either the Science or
21 Engineering Academic Council, depending on the overall composition of
22 the Conflicts Committee, and the nature of the cases being considered.
23 The President shall annually select the Chair of the Committee from
24 among the voting members. The faculty members of the Committee shall
25 serve three (3) year terms and may not serve more than two (2)
26 consecutive terms.
27

28 The Committee shall meet on a regular basis. The Chief Research Officer
29 shall collect disclosures on each campus, and the Chair shall be
30 responsible for collecting disclosure forms from the Vice Chancellors of
31 Research, distributing forms in advance of meetings, scheduling meetings,
32 and setting the agenda. Members may participate in meetings using voice
33 or video-conferencing technology, provided that all members shall receive
34 advance notice of all meetings. Decisions of the Committee will be made
35 by a majority of the Committee's voting members in as expeditious a
36 manner as possible and will be recorded in written minutes.
37

38 The Director and the General Counsel or their respective designees may
39 attend all meetings of the Committee. The Director and the General
40 Counsel shall be informed of the date, time and place of all meetings in
41 the same fashion as Committee members and shall be furnished with all
42 information provided to Committee members.

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3. Policy

a) Disclosure of Financial Interests

All Covered Individuals must disclose a Significant or Substantial Financial Interest to the Chief Research Officer in situations in which the Financial Interest may present a Conflict of Interest involving the use of students, technology transfer activities or the outcome of research that is performed or directed by that Covered Individual with significant use of University funds, facilities or equipment. In addition, some federal agencies and non-profit organizations may require disclosure of a Financial Interest under certain circumstances. The CVIP will prepare appropriate disclosure forms and make them available on campus.

The following situations require disclosure at the time noted in each paragraph:

(1) Company-Sponsored Research Proposals - If a Covered Individual intends to perform or direct Company-sponsored research at the University, and if the Covered Individual has a Financial Interest in that Company, or has received a Financial Interest from that Company, then the Financial Interest should be disclosed to the Chief Research Officer and allowed in accordance with this Policy before the Covered Individual submits to the University a proposal relating to such research.

(2) Company-Sponsored Research - If a Covered Individual performs or directs Company-sponsored research at the University, and if the Covered Individual intends to receive or actually receives a Financial Interest in that Company or from that Company at any time (i) during the conduct of the research or (ii) within one (1) year after cessation of the research, then the Financial Interest must be disclosed to the Chief Research Officer and allowed in accordance with this Policy before it is received, if possible, or immediately after it is received, if prior disclosure is impossible.

(3) Government and Non-Profit Institution Grant Applications - In general, if a Covered Individual intends to submit an application for research funding from a U.S. Government agency or a non-profit institution, then the Covered Individual must comply with any disclosure and approval procedures required by the agency or institution in connection with such application. For example, in order to comply with Public Health Service and National Science Foundation requirements, the University requires that a Covered Individual first disclose to the Chief Research Officer and obtain

1 approval of (i) certain of the individual's Financial Interests that
2 would reasonably appear to be affected by the proposed research and
3 (ii) certain of the individual's Financial Interests in any Company
4 whose financial interests would reasonably appear to be affected by
5 the proposed research.

6 (4) Government and Non-Profit Institution-Funded Research - If a
7 Covered Individual performs or directs research that is funded
8 directly or indirectly by a U.S. Government agency or a non-profit
9 institution, the Covered Individual must comply with any disclosure
10 and approval procedures required by the agency or institution in
11 connection with such funding. For example, in order to comply with
12 Public Health Service and National Science Foundation
13 requirements, the University requires that if a Covered Individual
14 intends to receive or actually receives (i) a Financial Interest that
15 would reasonably appear to be affected by the proposed research or
16 (ii) a Financial Interest in any Company whose financial interests
17 would reasonably appear to be affected by the proposed research,
18 then the Financial Interest must be disclosed to the Chief Research
19 Officer and allowed in accordance with this Policy before it is
20 received, if possible, or immediately after it is received, if prior
21 disclosure is impossible.

22 (5) Licensing to Certain Companies - If a Company intends to obtain a
23 license to University-owned intellectual property, directly or
24 indirectly, and if the Covered Individual who developed, discovered,
25 or created that intellectual property or who is involved in negotiating
26 the license (i) becomes aware of such intention and (ii) has a
27 Financial Interest in that Company, the Financial Interest must be
28 immediately disclosed to the Chief Research Officer, who shall
29 notify the CVIP. If the Director or a member of the CVIP staff or the
30 Chief Research Officer has such a Financial Interest, it must be
31 disclosed to the President or the President's designee.

32 (6) Involvement of Students - Although involvement of students in the
33 outside professional activities of faculty under certain circumstances
34 may enrich the students' educational experience, such activities have
35 the potential to create a Conflict of Interest when the faculty
36 member has a role in supervising the student's research, classes, or
37 graduate teaching work. Therefore, involvement of a student in the
38 outside professional activities of a faculty member who has any role
39 with respect to the academic progress of the student may only be
40 undertaken after disclosure to and approval of the Department Chair.
41 In addition, if a faculty member intends to receive or actually
42 receives a Financial Interest in a Company, and if the Covered

1 Individual supervises or otherwise has control over students who
2 will be involved in work for the Company, then the Covered
3 Individual must disclose the Financial Interest and planned student
4 involvement to the Chief Research Officer and receive allowance in
5 accordance with this Policy before the assistance of students in such
6 work commences, even if approved by the Department Chair.

7 (7) Changes to a Financial Interest - All Covered Individuals must
8 disclose significant changes in previously disclosed Financial
9 Interests. A Financial Interest that becomes a Substantial Interest is
10 always considered a significant change.

11 b) Management of Conflicts

12
13 Covered Individuals are generally prohibited from having a Conflict of
14 Interest that is disclosable under Section IV A unless the University has
15 reviewed and allowed both the activity and the Financial Interest. There
16 are two (2) different procedures for review and allowance of these
17 Conflicts of Interest, as set forth below. If a Conflict of Interest involves a
18 Substantial Financial Interest, it necessitates rigorous review that may
19 result in prohibition or allowance accompanied by conditions. On the
20 other hand, if a Conflict of Interest involves a Significant Financial
21 Interest and not a Substantial Financial Interest, then the Conflict of
22 Interest ordinarily requires a less rigorous review process and ordinarily
23 will be allowed.

24 (1) Expedited Review and Allowance of Conflicts - If a Conflict of
25 Interest does not involve a Substantial Financial Interest, then the
26 Conflict of Interest will ordinarily receive expedited review and
27 allowance. Under this expedited procedure, the Chief Research
28 Officer member of the Committee will review the disclosures
29 submitted by Covered Individuals at the Vice Chancellor's campus
30 and either grant preliminary allowance or recommend review by the
31 full Committee. All Conflicts of Interest that are granted preliminary
32 allowance will be placed on a list that is provided to the full
33 Committee. The Chair of the Committee may select disclosures on
34 the list for review by the full Committee on the regular agenda; all
35 disclosures not selected will be finally allowed at the conclusion of
36 the meeting. The Committee may establish conditions to manage
37 certain categories of these Conflicts of Interest under special or
38 unusual circumstances.

39 (2) Full Review and Allowance of Conflicts - If a Conflict of Interest
40 involves a Substantial Financial Interest, the Chief Research Officer
41 member of the Committee will forward the disclosure to the Chair

1 for inclusion on a Committee meeting agenda. The Chair will also
2 include on the meeting agenda any other disclosures that have been
3 selected by the Chief Research Officer as appropriate for full review.
4 The Conflicts Committee will regularly review and dispose of all
5 such Conflicts of Interest as described in detail below, as
6 expeditiously as possible.

7 (a) Interim Measures - The Conflicts Committee or its Chair, in
8 consultation with the Chief Research Officer of the campus,
9 may impose any measures that it finds necessary or desirable
10 to preserve the existing situation until a formal review is
11 completed. Such measures may allow a Conflict of Interest to
12 exist, with or without conditions, while a formal review is
13 pending.

14 (b) Review of Conflicts - The Conflicts Committee will formally
15 review all conflicts disclosures that (i) involve a Substantial
16 Financial Interest, (ii) are recommended for full review by the
17 Chief Research Officer, or (iii) are selected by the Chair from
18 the list of other disclosures for expedited review. In the case of
19 a Conflict of Interest involving a Substantial Financial
20 Interest, the Conflicts Committee will ordinarily permit such a
21 Conflict of Interest to exist only under certain conditions,
22 which are intended to minimize any harm that could result
23 from the Conflict of Interest.

24 (c) Disposition of Conflicts - After completing the formal review,
25 the Conflicts Committee may decide upon one or more of the
26 following dispositions:

27 (i) postpone consideration of the matter pending further
28 information or investigation;

29 (ii) allow a Conflict of Interest because the circumstances
30 require no action;

31 (iii) allow a Conflict of Interest with conditions, such as

32 • public disclosure of the Financial Interest in
33 publications describing the research results;

34 • independent monitoring of the research;

35 • modification of the research plan;

- 1 • imposition of a holding period on the stock or other
2 security in the case of a Financial Interest consisting
3 of Equity, which will minimize the appearance of
4 influence on the outcome of the research; or
- 5 (iv) prohibit a Conflict of Interest with compliance steps to
6 remove the conflict, such as
 - 7 • divestiture of the Financial Interest;
 - 8 • disqualification of the Covered Individual from the
9 research.
 - 10 • In addition to the above, the Committee may refer
11 the matter to the appropriate University official or
12 committee for disciplinary action or other
13 appropriate action.

14 4. Public Statements

15
16 A number of problems may be posed when statements are made by scientists
17 about research before the research has been publicized in scholarly journals or
18 symposia, when the scientist has a Financial Interest in a Company that stands
19 to benefit from the research. In order to avoid any such occurrences at the
20 University, all Covered Individuals who perform or direct research for a
21 Company in which they have a Financial Interest must refrain from making
22 public statements about the results of any research relating to that disclosure
23 prior to (i) publication of the results in a recognized scholarly journal or (ii)
24 presentation of the results at a recognized scholarly meeting. The Chief
25 Research Officer may make exceptions to this rule in appropriate cases. This
26 restriction applies whether or not the University allows an activity that
27 presents a Conflict of Interest to continue after review.

28 5. Appeals

29
30 A Covered Individual may appeal an initial decision of the Committee by
31 requesting a rehearing of the matter. The rehearing shall occur at the next
32 regularly scheduled meeting of the Conflicts Committee. At the rehearing, the
33 Covered Individual may personally appear before the Committee and shall
34 have the right to be accompanied by counsel or a union representative. The
35 Committee shall establish written procedures for the conduct of rehearings.
36 The Committee shall issue a reconsidered decision promptly after the
37 conclusion of the rehearing.

38
39 A Covered Individual may appeal an initial decision of the Committee or a
40 decision made by the Committee after a rehearing, in each case by requesting

1 a review of the decision by the President or the President’s designee. At the
2 President’s discretion, such appeal may be a review of the documentary record
3 of the decision or may include a meeting with the Covered Individual and
4 member(s) of the Committee. The decision of the President shall be final.

5 6. Periodic Review of Policy
6

7 At least every three (3) years following adoption of this Policy, the Conflicts
8 Committee will conduct an evaluation of this Policy and, if necessary,
9 formulate amendments for consideration by the President of the University.

10 The Policy on Conflicts of Interest Relating to Intellectual Property and
11 Commercial Ventures (the “Policy”) attached as Appendix B to this Agreement is
12 hereby adopted at the University.
13

14 With respect to conflicts of interest outside the scope of the Policy, such conflicts
15 will continue to be governed by the State Ethics Law, Massachusetts General
16 Laws Chapter 268A.

17 **O. PARKING FEE**

18 Following execution of this Agreement, at the request of either party, the parties
19 shall meet and negotiate concerning a parking fee for parking of employee
20 vehicles on university property. Such negotiations shall be with all unions
21 representing employees at the University, or only with the Faculty Federation, at
22 the option of the University.

23 **P. LEGAL MALPRACTICE INSURANCE**

24 1. The University shall provide legal malpractice insurance protection of no less
25 than \$1,000,000.00 per incident coverage for (a) Federation members who
26 work with any of the legal clinics operated by the Law School, (b) Federation
27 members who supervise a Field Placement or Coordinated Field Placement
28 course at the Law School, and (c) Federation members at the Law School who
29 engage in legal work in furtherance of their obligations to engage in public
30 service activities pursuant to Article VII(A)(4).

31 2. Notwithstanding the above, the University may choose not to provide
32 coverage if the Federation member receives direct, individual compensation
33 for legal services rendered in addition to or substitution for wages paid by the
34 University.

35 3. If the coverage provided is not in the name of each covered Federation
36 member, the University shall cause a certificate of insurance in the name of a
37 covered Federation member to be provided upon request of a covered
38 individual.

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ARTICLE IX
SABBATICAL LEAVE

3

A. PURPOSE AND GOAL

- 4 1. The University shall award sabbatical leaves for the purpose of supporting and
5 encouraging scholarship (research or professional activity) on the part of
6 individual faculty members and librarians in order to strengthen the academic
7 programs of the University. Or in the case of law faculty members, a
8 sabbatical leave may also be granted for the purpose of enhancing clinical
9 skills (such as pro bono trial work, judicial clerkships, etc.).
- 10 2. The criteria upon which the merit of sabbatical leaves shall be judged shall be
11 the quality of the proposed scholarship, the capacity of the applicant to
12 conduct the work, reports on previous sabbatical leaves by the applicant, and
13 the likelihood of the completion of the proposed project. The University shall
14 make every effort to approve all meritorious sabbatical leave applications so
15 that faculty/librarians can have a reasonable expectation that they will receive
16 a sabbatical leave every seven (7) years, assuming the submission of a
17 meritorious sabbatical application. In order to facilitate this outcome, it is
18 expected that departments, who have faculty/librarians on sabbatical leave,
19 will normally meet their instructional/work responsibilities without requesting
20 replacement funding. Exceptions would include, but not be limited to,
21 departments with a) a small number of faculty or b) a relatively large
22 proportion of required courses for their degree programs and library divisions
23 providing a relatively large proportion of essential services.

24

B. APPLICATION PROCEDURES

- 25 1. Each applicant for sabbatical leave shall propose a program of scholarship or
26 professional activity, which is capable of being substantially advanced by
27 means of the leave. The applicant shall indicate the nature of the program, its
28 present state of development, and, in some detail, plans for advancing the
29 program during the leave. A standard application form shall be utilized by all
30 applicants who shall also submit (a) their curriculum vitae, (b) detailed
31 information concerning previous reductions in teaching responsibilities in
32 order to engage in research, scholarship or professional activity including all
33 leaves of absence and (c) description of their proposed program of scholarship
34 or professional activity with information concerning arrangements as the place
35 at which their work is to be carried out.
- 36 2. Each applicant for sabbatical leave shall, by October 1 in the year prior to the
37 academic year in which the sabbatical is being requested, submit their
38 application to the Chair of the department in which the applicant holds rank
39 for review by the department's faculty evaluation committee (FEC). In
40 consultation with the Chair, the FEC shall (1) evaluate the merit of each

1 sabbatical leave application in the department and (2) recommend the
2 approval or disapproval of each application and forward it the to the College
3 Dean. The Chair shall prepare a cover letter to accompany the FEC's
4 recommendations, which shall contain any request for replacement funding.
5 Any disagreement between the majority of the FEC and the Department Chair
6 with respect to recommending or not recommending a particular application
7 for approval shall be resolved at the department level whenever possible.
8 Otherwise, they shall be reported in detail to the College Dean. The
9 Department Chair shall notify each applicant, in writing, concerning the
10 FEC's recommendation and the Chair's recommendation. A notification of
11 negative recommendation shall contain a detailed statement of the reasons. A
12 request for reconsideration of either the FEC's recommendation or the Chair's
13 recommendation shall be filed within 10 days of the date that the applicant
14 receives notification from the Chair of the FEC's and Chair's
15 recommendations. They shall be heard within the department in accordance
16 with department policies, prior to the start of the review by the College Dean.

17 3. The department chair shall forward all sabbatical applications to the College
18 Dean by November 1. The College Dean shall evaluate the applications from
19 all departments in the college, taking into account the FEC and Chair
20 recommendations. The Dean shall review any differences of opinion referred
21 to the dean by the departments and act in accordance with her/his own best
22 judgment on the dispute. The College Dean shall notify each applicant, in
23 writing, concerning her/his recommendation. A notification of a negative
24 recommendation shall contain a detailed statement of the reasons. Appeals of
25 the Dean's recommendation shall be filed within 10 days of the date that the
26 applicant receives notification from the dean. The Dean, prior to the review by
27 the Provost, shall hear all appeals. The Dean shall forward her/his
28 recommendation to the Provost by December 1. The Dean shall prepare a
29 cover letter to accompany the college recommendation, which shall contain
30 any request for replacement funding.

31 4. Taking into account the recommendations of the FEC, the Department Chair
32 and the College Dean, the Provost shall evaluate all application for sabbatical
33 leave and shall notify each applicant in writing concerning her/his
34 recommendation. A notification of a negative recommendation shall contain a
35 detailed statement of the reasons. Appeals of the Provost's decision shall be
36 filed within 10 days of the date that the applicant receives notification from
37 the Provost and the Provost shall hear all appeals before forwarding her/his
38 recommendations to the Chancellor by January 1. The Chancellor by the start
39 of the Spring semester will announce the approval of sabbaticals.

- 1 b) One academic year at half-pay: A faculty member/librarian has completed
2 full-time service for six (6) years (i.e., 72 months) since the end of their
3 most recent sabbatical leave.
- 4 c) One semester at half-pay: A faculty member/librarian has completed full-
5 time service for three (3) years (i.e., 36 months) since the end of their most
6 recent sabbatical leave.
- 7 8. Faculty members/librarians may postpone, upon the request of their
8 department and the approval of the dean, an approved sabbatical leave for up
9 to three (3) academic years. Such years will count as full-time service toward
10 the faculty member's next sabbatical leave.
- 11 9. Upon the granting of sabbatical leave, the faculty member/librarian shall enter
12 into a written agreement with the University that upon termination of such
13 leave the individual will return to the service of the University for a period of
14 one (1) year if the individual has been granted either a leave of one (1) year at
15 half pay or a leave one-half (1/2) year at full pay. In default of completing
16 such specified service, the individual will refund to the Commonwealth,
17 unless excused there from by the President, an amount equal to such
18 proportion of the salary received by the individual while on leave as the
19 amount of services not actually rendered as agreed bears to the whole amount
20 of service agreed to be rendered.

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ARTICLE X
RETRENCHMENT AND AFFIRMATIVE ACTION

3 **A. PRIORITY OVER OTHER PROVISIONS**

4 In the event of a conflict between the provisions contained in this Article and any
5 other provision contained in this Agreement or any other agreement or contract
6 between the University and a member of the bargaining unit represented by the
7 Faculty Federation, the provisions in this Article shall prevail, unless such other
8 agreement or contract specifically states otherwise and is signed by an authorized
9 official of the Faculty Federation.

10
11 **B. GENERAL PROVISIONS**

- 12 1. The Chancellor or designee shall meet in advance to discuss with the
13 Federation any proposed changes, including reduction, curtailment,
14 modification or discontinuance of programs which will lead to a reduction in
15 Unit size.
- 16 2. Whenever the University determines that a financial exigency may require the
17 retrenchment of one or more tenured/tenure-track faculty unit members, the
18 Chancellor or designee shall meet to discuss with the Federation the
19 University's preliminary plan for a systematic retrenchment, including the
20 timing and any academic programs and numbers of individuals potentially
21 impacted.
- 22 3. The Chancellor or designee shall, upon request, provide the Federation with
23 accurate information, statistics or financial data related to any change or plan.
24 It is understood, however, that this obligation shall not impose upon the
25 University the requirement to compile information and statistics in the form
26 requested unless such data already is compiled in that form.
- 27 4. In adopting a plan or policy of retrenchment, the judgment of the Chancellor
28 shall be final, except as otherwise limited by any provision of this Agreement
29 or by applicable law. The University agrees that it will not reduce Unit size in
30 an arbitrary, capricious or unreasonable manner.

31 **C. ALTERNATIVES TO RETRENCHMENT**

32 Prior to implementing any retrenchment plan or policy, the University shall take
33 the following actions, in the order listed below, to avoid or reduce the impacts of
34 such plan or policy.

- 35 1. Voluntary Separation Incentive Program

36 The University shall meet and confer with the Faculty Federation (and other
37

1 campus unions, if staff represented by such other campus unions may be
2 impacted) over the terms of a Voluntary Separation Incentive Program (VSIP).

3 2. Courses Offered through Online & Continuing Education
4

5 In an effort to create additional on-load opportunities for tenured/tenure-track
6 faculty members who are identified for potential retrenchment, the University
7 shall assign courses traditionally offered through Online & Continuing
8 Education as “on load” to such tenured/tenured-track faculty members who
9 are academically qualified, as determined by the College/School Dean and
10 Department Chairperson to teach such courses, including courses in other
11 departments or colleges.

12 3. Non-Tenure System Faculty
13

14 In an effort to create additional opportunities for tenured/tenure-track faculty
15 members who are identified for potential retrenchment, the University shall
16 cease appointing or layoff, pursuant to Article XV(B)(1)(a), Article
17 XV(B)(2)(d) or Article XV(A)(3)(g)(2), Part-time Lecturers, Benefited Part-
18 time Lecturers, and/or Full-time Teaching Faculty, and Full-time Clinical
19 Faculty in the same department who generally teach courses for which such
20 tenured/tenure-track faculty members are qualified to teach.

21 4. Voluntary Transfer of Tenure
22

23 Any faculty member who is identified for retrenchment pursuant to this
24 Article may transfer to another department within the same college, or within
25 another college, for which the faculty member is qualified and in which there
26 is sufficient projected course demand (whether or not the provisions contained
27 in paragraphs 2 and 3 of this section are implemented);*provided* that, a
28 majority of the tenured faculty members in the receiving department vote to
29 approve the transfer of the impacted faculty member, (in cases of small
30 departments (four or fewer tenured/tenure-track faculty) tenure-track faculty
31 shall be eligible to vote on this transfer or reassignment), and *provided*, that:

32 a) All eligible members of the department shall be given the opportunity to
33 vote on this transfer or reassignment. The result of this vote shall be
34 binding.

35 b) The department chairperson, in consultation with the eligible department
36 faculty, shall decide on the mechanism to conduct this vote.

37 c) The impacted faculty member requesting transfer into the department shall
38 be given the opportunity to provide pertinent information to the
39 department faculty. At the Department Chairperson’s discretion, this
40 information may be provided through a written statement, verbally in

1 meetings with the department faculty together or separately, or any other
2 appropriate means.

3 *Where the Administration asserts that there is insufficient course demand to
4 accommodate the additional teaching capacity, the Administration will share
5 with the Faculty Federation any enrollment or projections or other reports
6 upon which such assertion is based.

7 5. Available Vacancies

8
9 When financial exigency is involved, the Chancellor will upon request of the
10 retrenched unit member, authorize retention of such member where, with
11 limited retraining, the unit member would be able to perform in a vacant
12 position in the University; *provided* that, if such member accepts a lower rank
13 or lower position, the salary of any such appointed shall be adjusted in
14 accordance with such rank or position and commensurate with such member's
15 qualifications and experience.

16 **D. ORDER OF RETRENCHMENT**

17 1. In any retrenchment plan, the selection among any group of faculty, including
18 Part-time Lecturers, Full-time Teaching or Clinical Faculty, Tenure-track
19 Faculty, or Tenured Faculty, shall follow the guidelines as set forth in the
20 Uniform Guidelines for Employee Selection Procedure as developed and
21 adopted by the U.S. Equal Employment Opportunity Commission, U.S.
22 Department of Labor, U.S. Department of Justice and Civil Service
23 Commission.

24
25 Further, the Parties recognize that the retention of historically
26 underrepresented faculty is essential to establishing an ethical and
27 appropriately comprehensive educational environment. Diversity is at the core
28 of the University's mission, as is the responsibility to uphold the spirit and
29 principles of affirmative action and equitable representation. The Parties
30 further recognize that the marginalization of those groups historically
31 excluded by higher education employers on the basis of race, ethnicity,
32 religious creed, sexuality, sex, gender, age, national origin, citizenship,
33 disability, legally protected criminal record (including inquiries), and any
34 other protected classification as defined by federal and/or state anti-
35 discrimination statutes requires careful consideration of the impact that any
36 retrenchment plan may have on such groups.

37
38 The historical exclusion of marginalized groups has created the condition
39 whereby seniority defined solely by time-in-service fails to account for this
40 prior exclusion.

1 Accordingly, whenever two (2) or more retrenchment plans are substantially
2 equally valid in achieving the necessary cost savings or other legitimate
3 interests, the University shall abide by and adopt the plan that has the least
4 adverse impact on historically underrepresented faculty.
5

6 Notwithstanding the above, the order of retrenchment shall be:

- 7 a) Part-time Faculty
- 8 b) Full-time, Non-tenure Track Faculty, including Clinical Faculty
- 9 c) Tenure Track Full-time Faculty
- 10 d) Tenured Full-time Faculty

11 **E. RECALL**

12 If, following any retrenchment pursuant to this Article it shall be necessary to fill
13 positions that are vacant in the bargaining unit due to retrenchment pursuant to
14 this Article, the most senior qualified member, in terms of University service,
15 shall be offered reappointment. Any such member, if reappointed, shall retain all
16 the rights and privileges accrued during previous employment.

17 **F. NOTIFICATION**

18 The University will notify the unit member affected as soon as practicable,
19 recognizing that, when circumstances permit, the effective date of said notice will
20 be at least one (1) year in advance. The parties further agree that where
21 retrenchment involves financial exigency, it is understood that whenever possible
22 in the case of tenured unit members, notification for retrenchment shall be one (1)
23 calendar year before the effective date of such retrenchment; that the University
24 may retrench tenured unit members in situations involving financial exigency
25 without providing such notice upon mutual agreement to make immediate, full
26 tender of severance pay in the amount of sixty percent (60%) of the salary which
27 would have been due the retrenched individual over the next twelve (12) month
28 period if the entire notice period is dispensed with, or a proportionate amount if
29 some lesser amount of the notice is dispensed with.

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ARTICLE XI
SALARY AND FRINGE BENEFITS

PREAMBLE

1. The cost items contained in this Agreement including sections A, B, C, and D are specifically subjected to additional, complete and identifiable appropriation by the General Court and shall not become effective unless the appropriation necessary to fully fund such cost items has been enacted in accordance with Massachusetts General Laws, Chapter 150E, Section 7 and allocated by the Governor to the Board of Trustees in which case the cost items shall be effective on the dates provided.
2. All employees shall receive the benefit of the cost items of this Agreement in the cases where those cost items are effective for state-funded employees. In the case of Institute, Grant or Contract employees, support funds must be available in the specific institute, grant or contract budget for the fiscal year in which payment must be made.
3. The Board of Trustees shall make a request for the funding of this Agreement as required by Massachusetts General Laws, Chapter 150E, Section 7. In the event that the additional specific, complete and identifiable funding in each year of this Agreement is not fully provided, the remaining cost items shall be returned to the parties for further bargaining.
4. Bi-Weekly Payroll and Automatic Deposit
 - a) The University and the Faculty Federation agree that all employees shall have their net salary checks electronically forwarded to an account or accounts selected by each employee.
 - b) Given our current level of understanding of these proposals we accept them in principle providing that they become the standard across the University, and it can be demonstrated that such procedures are in keeping with the laws of the Commonwealth.

A. SALARY SCHEDULE

1. All monies which are designated in the budget (the AA account) for the salaries of the members of the bargaining unit shall be allocated solely for such salaries. Provided, however, where the law allows under fiscal autonomy, the administration of the University may temporarily for cause use a faculty position, as designated in the AA account, for duties other than teaching after consultation with representatives of the Faculty Federation.

- 1 2. Only unit members who are on the payroll on the date on which the
2 appropriation funding this agreement is signed shall be considered eligible for
3 the salary rate increases below. Salary provisions applying to Part-Time
4 Lecturers are indicated in Article XV.
- 5 3. Leave, Sabbatical, and Periodic Multi-Year Review Exemptions:
- 6 a) Full-time members of the bargaining unit on unpaid or sabbatical leave
7 shall be said to have met the requirements for rate increases including
8 Merit I, Merit II, and Minimums in this Article during the period of their
9 leave.
- 10 b) Full-time members of the bargaining unit who have undergone a periodic
11 multi-year review, and who receive a rating of Excellent Sustained
12 Performance at three (3) or more levels of evaluation, shall be said to have
13 met the requirements for rate increases including Merit I, Merit II, and
14 Minimums in this Article unless rated deficient. Individuals who receive a
15 rating of generally satisfactory sustained performance shall be eligible for
16 the base salary increase increment but not for any merit increase. Deficient
17 performance in a periodic multi-year review shall disqualify the individual
18 for any salary rate increase for that year, but in subsequent years progress
19 toward the fulfillment of a development plan shall be considered during
20 the annual evaluation.
- 21 4. Salary increases for all full-time members of the bargaining unit shall be as
22 follows and shall be applied in the order as outlined below:
- 23 a) Period July 1, 2020 through June 30, 2021:
- 24 (1) Effective the first full pay period in July 2020, each member of the
25 bargaining unit who was rated “Recommended” or “Highly
26 Recommended” in the most recent annual evaluation shall receive a
27 two percent (2%) increase to their base salary.
- 28 (2) In addition to the base salary increase described above and in
29 consideration for the mutual promises contained in this paragraph,
30 members of bargaining unit who are eligible for the salary increase
31 described above, shall receive an additional 0.5% salary increase,
32 not compounded (for a total of 2.5%), effective the first full pay
33 period in July 2020; *provided* that the Parties hereby acknowledge
34 that the University has fulfilled any and all bargaining obligations
35 pursuant to M.G.L. c.150E concerning the implementation of the
36 contribution rates contained in M.G.L. c. 175M, s.6(e); *provided*
37 *further* that, in the event the Department of Family and Medical
38 Leave establishes a contribution rate for which the maximum
39 allowable employee contribution rate exceeds 0.5%, upon request of

1 the Union, the Parties shall bargain over the impacts of such
2 employee contribution rate (for baseline purposes, the Parties
3 acknowledge that the current employee contribution rate is 0.378%).

4 b) Period July 1, 2021 through June 30, 2022:

5
6 Effective the first full pay period in July 2021, each member of the
7 bargaining unit who was rated “Recommended” or “Highly
8 Recommended” in the most recent annual evaluation shall receive a two
9 percent (2%) increase to their base salary.

10 c) Period July 1, 2022 through June 30, 2023:

11
12 Effective the first full pay period in July 2022, each member of the
13 bargaining unit who was rated “Recommended” or “Highly
14 Recommended” in the most recent annual evaluation shall receive a two
15 percent (2%) increase to their base salary.

16 d) To be eligible for the any salary increase contained in paragraphs (a), (b),
17 or (c) in this section, an employee must be on the payroll, including any
18 furlough, sabbatical, or other authorized leave of absences, on the effective
19 date of such salary increase and either: 1) on the payroll during the pay
20 period during which such salary increase is implemented; or 2) retired
21 (including those who separated as part of a Voluntary Separation Incentive
22 Program (VSIP) and subsequently retired), deceased, or laid off after the
23 effective date of such salary increase. Employees who left/leave the
24 University voluntarily (other than through a (VSIP)) or were discharged
25 for cause after the effective date of the salary increase are not eligible for
26 any increase or any retroactive pay.

27 e) One-time, Lump-sum Payment

28
29 In consideration for the disruption brought about by COVID-19 and as a
30 recognition for the cooperation demonstrated by members of the
31 bargaining unit, members of the bargaining unit who are on the payroll,
32 including any furlough, sabbatical, or other authorized leave of absences,
33 on the date on which the General Court authorizes the cost items contained
34 in this agreement and during the pay period during which the payment
35 described in this paragraph is implemented, shall receive a one-time,
36 lump-sum payment equivalent to the greater of one and one-half percent
37 (1.5%) of their base annual salary (not including overtime, additional
38 compensation, or other additions) or \$1,000, calculated after the salary
39 increases effective the first full pay periods in July 2020 and July 2021.

40 f) Effective September 1, 2020, individuals who were promoted during the
41 previous academic year shall receive a salary rate increment. Promotion

1 amounts are \$3000 for promotion to Associate Teaching Professor,
2 Teaching Professor, Clinical Associate Professor, or Clinical Professor,
3 \$3400 for promotion to Assistant Professor, Assistant Librarian, Law
4 Assistant Librarian, or Professional Technician III, \$7000 for promotion to
5 Associate Professor, Associate Librarian, Law Associate Librarian, or
6 Professional Technician II, \$9000 for promotion to Commonwealth
7 Professor, Chancellor Professor, Professor, Librarian, Law Librarian, or
8 Professional Technician I.

9 g) Effective September 1, 2022, Minimums Adjustments.

10
11 Full-time members of the bargaining unit whose salary is less than the
12 minimum salary for the various ranks shall have their salary rate increased
13 to the appropriate minimum.
14

15 Minimums effective September 1, 2022 are: Full-Time Lecturer, \$63,056;
16 Instructor, \$63,056; Assistant Teaching Professor, \$63,056 Associate
17 Teaching Professor, \$66,056; Teaching Professor, \$69,056; Clinical
18 Instructor, \$63,056; Clinical Assistant Professor, \$63,056 Clinical
19 Associate Professor, \$66,056; Clinical Professor, \$69,056; Assistant
20 Professor, \$67,695 Associate Professor, \$79,276; Professor, \$98,873;
21 Chancellor Professor, \$105,524; Commonwealth Professor,
22 \$105,524; Library Assistant, \$57,898; Assistant Librarian, \$67,695;
23 Assistant Law Librarian, \$67,695; Associate Librarian, \$79,276; Law
24 Associate Librarian, \$79,276; Librarian, \$98,873; Law Librarian, \$98,873;
25 Professional Technician IV, \$58,612; Professional Technician III, \$66,805;
26 Professional Technician II, \$75,713; Professional Technician I, \$81,056.
27

28 The minimums effective on this date shall apply to all individuals in rank
29 and to those who will be in a new rank, September 1, 2022.

- 30 5. Each person at the rank of Professor, Chancellor Professor, Commonwealth
31 Professor or Librarian who has completed a PMYR process with an overall
32 rating of Excellent Sustained Performance shall receive a rate increase of
33 \$2000. Each person who completes the PMYR process with an overall rating
34 of Generally Satisfactory Performance or Deficient Performance shall not
35 receive a rate increase.

36 6. Permanent Part-time Employees

- 37 a) A permanent part-time employee shall be entitled to the provisions of this
38 Article in the proportion that the employee's service bears to full-time
39 service.

- 40 b) Permanent part-time employees, for purposes of this Article, shall be
41 defined as members of the bargaining unit employed as of June 30, 1983,

1 and still employed as of the date of the signing of this Agreement, and
2 who work fifty percent (50%) or more of the full-time workload, as
3 defined in this Agreement.

4 7. Department Chairpersons' and Library Division Heads' Stipend

5
6 [This paragraph intentionally left blank.]

7 8. Director and Coordinator Stipends

8
9 The Provost shall annually publish a list of full-time faculty members who
10 serve as Directors or Coordinators. Effective September 1, 2017, each
11 individual on this list shall receive an annual stipend of \$1500, with the
12 possibility of additional differential compensation. Failure to receive the
13 stipend shall not be grievable.

14 9. Prior Contract

15
16 The parties agree that there is no outstanding obligation for monies not
17 previously disbursed for in-service or merit recognition bonuses, distinguished
18 service awards or career training under any prior agreement.

19 10. Out of Cycle Pay Increase for Retention of Exemplary Faculty

20 a) *Bona Fide* Written Offers

21
22 Members of the bargaining unit in receipt of *bona fide* written offers of
23 employment from other institutions of higher learning will be eligible to
24 renegotiate the terms of their individual contracts, by initiating the
25 following process with the appropriate College/School Dean.

26
27 Recognizing that when a member of the bargaining unit receives a *bona*
28 *fide* written offer of employment time is of the utmost essence, within five
29 (5) business days of receipt of such *bona fide* written offer of employment,
30 at the request of the appropriate College/School Dean, the Department
31 Chairperson, in consultation with the tenured members of the Department
32 Faculty Evaluation Committee, shall prepare and forward a
33 recommendation to the Dean on terms of any new contract; *provided* that,
34 if the Department Chairperson and the tenured/tenure track (with two (2)
35 years of service) members of the Department Faculty Evaluation
36 Committee and the Department Chairperson do not agree on a
37 recommendation, the tenured/tenured track (with two (2) years of service)
38 Department Faculty Evaluation Committee may, within five (5) business
39 days of the receipt of the Department Chairperson's recommendation,
40 prepare a separate recommendation for consideration by the Dean; After
41 conferring with the Department Chair, the Dean shall recommend terms of

1 the new contract for the approval of the Provost and the Chancellor
2 *provided* that, if the tenured/tenure track (with two (2) years of service)
3 Department Faculty Evaluation Committee had prepared a separate
4 recommendation, the Dean shall attach such separate recommendation for
5 consideration by the Provost and Chancellor; *provided further* that, if
6 neither the tenured/tenure track (with two (2) years of service) Department
7 Faculty Evaluation Committee nor Department Chairperson make such
8 recommendation within the timelines set forth above, the Dean may
9 prepare such recommendation without input from or consultation with the
10 tenured/tenure track (with two (2) years of service) Department Faculty
11 Evaluation Committee or Department Chairperson.
12

13 The conditions of any new contract of employment covered by the
14 bargaining unit shall not be contrary to any provision of this agreement.

15 b) Preemptive Out of Cycle Pay Increase Offers

16 In order to retain exemplary faculty who are considered to be targets of
17 recruitment by other institutions, it may be necessary to provide them with
18 a preemptive out-of-cycle salary increase. There shall be an Out-of-Cycle
19 Pay Increase Committee appointed by the Chancellor with three (3)
20 tenured faculty representatives selected by the Faculty Federation and
21 three (3) individuals selected by the Chancellor. The Chancellor will
22 designate the chair of the committee and the members of the committee
23 will serve a two-year term.

24 To be considered for a preemptive out-of-cycle pay increase, an individual
25 minimally must have been Highly Recommended by the Faculty
26 Evaluation Committee, the Chairperson and the Dean in their last annual
27 evaluation.

28 (1) For a preemptive out-of-cycle pay increase, the tenured members of
29 the Department Faculty Evaluation Committee in consultation with
30 the Department Chairperson shall, within five (5) business days of a
31 request for a preemptive out-of-cycle pay increase, prepare and
32 forward a recommendation to the Dean; *provided* that, if the
33 Department Faculty Evaluation Committee and the Department
34 Chairperson do not agree on a recommendation, the Department
35 Chairperson may, within five (5) business days of the receipt of the
36 Department Faculty Evaluation Committee recommendation,
37 prepare a separate recommendation for consideration by the Dean.
38 These recommendations shall not be grievable.
39

40 In the event that the Department Faculty Evaluation Committee,
41 Department Chairperson, and the Dean recommend against an out of

1 cycle pay increase, the request will be considered denied, with no
2 further consideration.

3 (2) The Dean, in consultation with the Department Chairperson, shall
4 prepare the recommendation, which must include the basis for the
5 recommendation, the recommended pay increase and relevant
6 comparative pay information. This recommendation, together with
7 the Department Chairperson's and the Faculty Evaluation
8 Committee's recommendations, if any, shall be forwarded to the
9 Out-of-Cycle Pay Increase Committee; *provided* that, any member
10 of the Committee who is the subject of the recommendation or who
11 is from the same department as the subject of the recommendation
12 shall recuse themselves from consideration of the recommendation
13 (and may be replaced on an *ad hoc* basis by the Faculty Federation
14 or Chancellor as necessary).

15 (3) The Committee shall transmit its recommendation to the Provost
16 within two weeks (ten (10) working days) after receiving the
17 recommendation from the Dean.

18 (4) The Provost will review the Committee's recommendation and
19 provide a recommendation to the Chancellor, within one week (five
20 (5) working days) after receiving the Committee's recommendation.

21 (5) The final decision regarding the recommended out-of-cycle pay
22 increase will be made by the Chancellor within five (5) working
23 days.

24 (6) In the event that the Department Chair and Dean agree that an
25 expedited decision is required in order to retain a faculty member,
26 without objection by a majority of the Committee and upon approval
27 of the Provost, the request shall be immediately considered by the
28 Chancellor.

29 11.
30 [This paragraph intentionally left blank; see, paragraph 10(b)]

31 12. Extramural Research Incentive Award

32
33 Faculty members who as Principal Investigators on externally funded grants
34 or contracts awarded after July 1, 2010 generate funds to pay a portion of their
35 academic base salary will be entitled to an Extramural Incentive Award of
36 twenty-five percent (25%) of the salary that they generate in excess of any
37 costs required to replace their regular workload assignment. This does not
38 apply to grant/contract based summer salary. The Extramural Incentive Award

1 would be paid as an annual bonus, which is not incorporated into the base
2 salary.

3 **B. MERIT AWARDS**

4 The provisions contained in this section shall be suspended during the periods
5 July 1, 2020 through June 30, 2021 and July 1, 2021 through June 30 2022;
6 *provided* that the Parties shall bargain over any merit provisions that may be
7 applied during the period-July 1, 2022 through June 30, 2023.

8 1. MERIT I.

9

10 Awards for academic years July 1, 2014 through June 30, 2017. A salary rate
11 increment, as specified in Article XI(A)(4)(b)(2); and Article XI(A)(4)(c)(2)
12 shall be paid to each full-time faculty member who has been evaluated as
13 indicated in the annual evaluation process (Article XI(B)(3)(a)) by the
14 Department Chairperson and the Faculty Evaluation Committee. A salary rate
15 increment, as specified in Article XI(A)(4)(b)(2). and Article XI(A)(4)(c)(2).
16 shall be paid to each librarian who has been evaluated as indicated in the
17 annual evaluation process (Article XI(B)(3)(b)(1)) by the Division
18 Chairperson and the Library Evaluation Committee. A salary rate increment,
19 as specified in Article XI(A)(4)(b)(2) and Article XI(A)(4)(c)(2) shall be paid
20 to each Professional Technician who has been evaluated as indicated in the
21 annual evaluation process (Article XI(B)(3)(c)(1)) by their Department
22 Chairperson, Department Head or immediate supervisor.

23 2. MERIT II.

24

25 Awards for the academic years July 1, 2014 to June 30, 2017. Separate
26 amounts equal to the percent indicated of the total annual payroll of all full-
27 time faculty, librarians, and professional technicians, as of the day prior to the
28 effective date, shall be made available as Faculty, Professional Technicians,
29 and Librarian Merit II Funds. The Faculty Merit II Fund shall be allocated
30 among the Academic Departments in proportion to the number of full-time
31 Faculty employed within each Academic Department. The Professional
32 Technician Merit II Fund shall be allocated among the Professional
33 Technicians. The Librarian Merit II Fund shall be allocated among the
34 librarians. Awards shall be paid only to full-time members of the bargaining
35 unit. A salary rate increment shall be paid from the Faculty Merit II Fund to
36 each full-time member who has been evaluated as indicated in the annual
37 evaluation process (Article XI(B)(3)(a)(2)). A salary rate increment shall be
38 paid from the Librarian Merit II Fund to each librarian who has been
39 evaluated as indicated in the annual evaluation process (Article
40 XI(B)(3)(b)(2)). A salary rate increment shall be paid from the Professional
41 Technician Merit II Fund to each Professional Technician who has been

1 evaluated as indicated in the annual evaluation process (Article
2 XI(B)(3)(c)(2)).

3 3. DETERMINATION OF MERIT AWARDS

4 a) For Faculty to be considered for a Merit award

5 (1) Merit I - Awards under this category shall be based upon the annual
6 evaluations prepared for each member of the bargaining unit.
7 Individuals shall receive a Merit I increase if they are Recommended
8 or Highly Recommended by both the FEC and Chairperson. Merit I
9 awards shall be subject to Article XVII Grievance Procedures.

10 (2) Merit II - Awards under this category shall be based upon the annual
11 evaluations prepared for each member of the bargaining unit. To be
12 eligible individuals must be Highly Recommended by the FEC, the
13 Chairperson and the Dean. Individuals will receive Merit II awards
14 in the amount determined by the Dean in consultation with the
15 Department Chair. Merit II awards shall not be subject to Article
16 XVII Grievance Procedures.

17 b) For Librarians to be considered for a Merit award, it is necessary that the
18 annual evaluation for the individual under consideration have at least a
19 “Satisfactory” in all categories evaluated.

20 (1) Merit I. Awards under this category shall be based on the evaluation
21 for each member of the bargaining unit. Individuals shall receive a
22 Merit I increase if they receive evaluations from the Librarian
23 Evaluation Committee or Division Head at least as follows:

24 (a) Excellent in Professional Effectiveness, or

25 (b) Very Good in Professional Effectiveness and Very Good
26 performance in one (1) other category.

27 (2) Merit II. Awards under this category shall be based upon the annual
28 evaluations prepared for each member of the bargaining unit.
29 Individuals shall receive Merit II increases if they receive
30 evaluations from the Librarian Evaluation Committee, the Division
31 Head and the Dean as stipulated below. The amount of the award
32 shall be determined by the Dean in consultation with the Division
33 Head. Merit II awards shall not be subject to Article XVII grievance
34 procedures.

35 (a) Excellent in Professional Effectiveness and Very Good
36 performance in one (1) other category, or

- 1 (b) Very Good in Professional Effectiveness and Excellent in one
2 (1) other category, or
- 3 (c) Very Good in Professional Effectiveness and Very Good in
4 two (2) other categories.
- 5 c) For Professional Technicians to be considered for a Merit award, it is
6 necessary that the annual evaluation for the individual under consideration
7 have at least a “Satisfactory” evaluation in all categories evaluated.
- 8 (1) Merit I - Awards under this category shall be based upon the annual
9 evaluation prepared for each Professional Technician. Individuals
10 shall receive a Merit I increase if they receive evaluations from the
11 Department Chairperson, Department Head or immediate supervisor
12 at least as follows:
- 13 (a) Excellent in Professional Effectiveness, or
- 14 (b) Very Good in Professional Effectiveness and Very Good in
15 one other category, or
- 16 (c) Very Good in Professional Effectiveness and Satisfactory in
17 two (2) other categories.
- 18 (2) Merit II - Awards under this category shall be based upon the annual
19 evaluation. An individual shall receive a Merit II increase if they
20 receive evaluations from the Department Chairperson, Division
21 Head or immediate supervisor and the Dean (or in the case of
22 Professional Technicians who do not report to a Dean or report to
23 more than one (1) Dean, by the Provost) at least as shown below.
24 The amount of the award shall be determined by the Dean in
25 consultation with the Department Chairperson or Division Head (or
26 in the case of Professional Technicians who do not report to a Dean
27 or report to more than one (1) Dean, by the Provost. Merit II awards
28 shall not be subject to Article XVII grievance procedures.
- 29 (a) Excellent in Professional Effectiveness and Very Good in one
30 (1) other category, or
- 31 (b) Very Good in Professional Effectiveness and Excellent in one
32 (1) other category, or
- 33 (c) Very Good in Professional Effectiveness and Very Good in
34 two (2) other categories.

1 **C. BENEFITS**

2 The members of the bargaining unit shall continue to be covered by all the fringe
3 benefits as provided by law.

4 1. Life Insurance

5
6 The Board shall continue to cover all employees of the bargaining unit under
7 the plan now in effect during the term of this Agreement pursuant to the
8 provisions of M.G.L.A., Ch. 32A, Sec. 5, 6, 8, 10 and 10A.

9 2. Group Insurance

10
11 The Commonwealth and each covered employee shall pay the monthly
12 premium for the Group Health Insurance Plan in a percentage to be
13 determined by the General Court for the type of coverage that is provided to
14 employees and their dependents under the Plan.

15
16 The parties recognize that the escalating cost of group health insurance is a
17 matter of mutual concern. Toward that end, the parties agree to establish a
18 labor-management committee on Health Care Cost Containment. A report of
19 the Committee's findings shall be filed with the Secretary of Administration
20 and Finance.

21 3. Worker's Compensation

22
23 The members of the bargaining unit shall be covered by the provisions of
24 Chapter 152 of the General Laws to the extent that the Commonwealth has
25 acted pursuant to Section 69 thereof to include them within the coverage of
26 said Chapter 152.

27 4. Travel Allowances

28
29 When a member of the bargaining unit is authorized to use a personal
30 automobile for travel related to employment or is assigned to travel status, the
31 individual shall be reimbursed for travel and meal expenses at the amount
32 established in the Board of Trustees/University System Travel Policy.

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5. Payment for Accumulated Sick Leave

Upon retirement, any member of the bargaining unit shall receive payment for accumulated sick leave for twenty percent (20%) of the total number of accumulated sick days. This amount shall not be counted to calculate retirement benefits. Upon the death of any member of the bargaining unit, the heirs of the member shall receive payment for accumulated sick leave for twenty percent (20%) of the total number of accumulated sick days of the member at the time of the member's death. This amount shall not be counted to calculate retirement benefits.

6. The Board of Trustees shall continue its policy of permitting the purchase of annuities by members of the bargaining unit pursuant to the provisions of Massachusetts G.L., c. 15, § 18A.

7. Leaves of Absence

a) Sick Leave

All faculty members on the payroll prior to July 1, 1984, shall be granted thirteen and one-half (13- 1/2) days sick leave per year; all other faculty shall be granted ten (10) days sick leave per year. Sick leave shall accrue monthly. Up to ten (10) days sick leave may be used for illness of a family member. A renewal of contract shall be deemed a continuation of service. Sick leave not used in any year may be accumulated. When a person is absent or it is anticipated that the person will be absent due to sickness for a period in excess of two (2) calendar weeks while classes are in session, the department should be provided monies to hire a temporary replacement provided that the faculty in the department are teaching approximately the maximum contract units and provided that there are unencumbered funds in the University financial records system enumeration accounts. Faculty members shall be notified during the month of September of the amount of their accumulated sick leave.

b) Sick Leave Accrual

A joint labor management committee shall be created with the authority to research, design, and bargain one or more employer sponsored systems to improve the current sick leave system for bargaining unit members and the vacation leave system for librarians and professional technicians in the bargaining unit. For the duration of this Agreement, a one hundred and twenty (120) day cap on the accrual of sick leave for employees hired on or after January 1, 2015. For the duration of this Agreement, the current vacation leave terms will remain unchanged. If the committee fails to

1 bargain a replacement system, the current sick leave and vacation leave
2 systems will continue without any accrual caps.

3 c) Funeral Leave

4
5 Upon the death of the husband, wife, child, parent, spouse's parent,
6 brother, sister, brother-in-law or sister-in-law, step child or grandparents of
7 any member of the bargaining unit, or of a person living in the member's
8 immediate household, funeral leave with full pay shall be granted for a
9 period not exceeding four (4) days per year.

10 d) Family Leave

11
12 It is understood that the provisions of the Family and Medical Leave Act
13 of 1993 ("FMLA") apply to all eligible members of the bargaining unit
14 and that when the collective bargaining agreement provides the same type
15 of leave required under FMLA, any time spent by an employee on such
16 contractual leave shall simultaneously be counted as FMLA leave. If the
17 leave benefits provided in the collective bargaining agreement are less
18 than those available under FMLA, the more generous provisions of the
19 FMLA shall prevail. If the leave benefits provided in the collective
20 bargaining agreement are greater than required by FMLA, the relevant
21 provisions of the agreement shall be honored but the first 12 weeks spent
22 on such contractual leave shall, if applicable, be counted as FMLA leave.

23
24 A non-tenured faculty member who becomes the biological parent or the
25 adoptive parent of a child under three (3) years of age may submit to the
26 Provost and copy the Dean, the Department Chairperson, and the President
27 of the Faculty Federation a written request for an extension for one (1)
28 year of their tenure decision date. A faculty member wishing to extend the
29 tenure decision date shall notify the Provost and copy the Dean, the
30 Department Chairperson, and the President of the Faculty Federation, in
31 writing, no later than six (6) months after the birth or adoption of the child
32 or, if the faculty member takes a leave as described in the paragraph
33 above, no later than two (2) months after the conclusion of the leave.

34
35 In the case of unpaid family leave, the unit member's salary shall be
36 allocated to the department to hire a replacement, *provided* that, in the
37 case of faculty members taking such leave, the faculty members in the
38 department are teaching approximately the maximum contract units; and
39 *provided* that there are funds in the update to FRS account enumeration.
40 Where the leave extends more than a single semester, the need for a
41 replacement will be reviewed by the Department Chairperson or their
42 immediate supervisor.

1 Any non-tenured faculty member desiring a part-time appointment for the
2 sole purpose of family leave shall have the part-time appointment count
3 towards the residency requirements for tenure, on a prorated basis, if so
4 requested.

5
6 Any librarian or technician desiring a part-time appointment for the sole
7 purpose of family leave shall have the part-time appointment count on a
8 prorated basis towards the time required for appointment, on a prorated
9 basis, if so requested.

10 e) Other Leaves

11 (1) Military Leave Rules and Regulations

12
13 Any persons in the service of the Commonwealth shall be entitled,
14 during the time of service in the armed forces of the
15 Commonwealth, under Section 38, 40, 41, 42, or 60, of Chapter 33,
16 of the General laws, or during an annual tour of duty not exceeding
17 seventeen (17) days as a member of a reserve component of the
18 armed forces of the United States, to receive pay therefore, without
19 loss of ordinary remuneration as an employee or official of the
20 Commonwealth, and shall also be entitled to the same leaves of
21 absence or vacation with pay given to other like employees or
22 officials. (Section 59, of Chapter 33, G.L., as amended by Chapter
23 378, of the Acts of 1956.)

24
25 Any persons in the service of the Commonwealth who are members
26 of a reserve component of the armed forces of the United States and
27 who are called for duty other than the annual tour of duty not
28 exceeding seventeen (17) days shall be subject to the provision of
29 Chapter 708 of the Acts of 1941, as amended, or of Chapter 805 of
30 the Acts of 1950, and amendments thereto.

31
32 Any persons who, on or after January first, nineteen hundred and
33 forty shall have tendered their resignation from an office or position
34 in the service of the Commonwealth, or otherwise terminated such
35 service for the purpose of serving in the military or naval forces of
36 the United States, and who do or did so serve or were or shall be
37 rejected for such service, shall, except as otherwise provided by
38 Chapter 708 of the Acts of 1941, as amended, be deemed to be or to
39 have been on military leave, and no such persons shall be deemed to
40 have resigned from office in the service of the Commonwealth or to
41 have terminated such service, until the expiration of two (2) years
42 from the termination of said military or naval service.

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(2) Any officers or employees of the Commonwealth appointed by the Governor with the advice and consent of the council or any employees of the Commonwealth appointed by a Commissioner of a Department, a commission or board with the approval of the Governor and Council, or any officers or employees appointed by the General Court or either branch thereof who, on or after June 25, 1950, shall have tendered their resignation from an office or position in the service of the Commonwealth for the purpose of serving in the armed forces of the United States while engaged in hostilities under the flag of the United Nations, or in a state of war arising out of and as the result of such hostilities, and who so serve shall, except as otherwise provided in Chapter 805, of the Acts of 1950, and amendments thereto, be deemed to be or to have been on leave of absence without pay and no such persons shall be deemed to have resigned from office or position in the service of the Commonwealth, or to have terminated such service, until the expiration of ninety (90) days from the termination of said service with the said armed forces; provided, however, that such service shall not be construed to include service for more than four (4) years unless such further period of service in excess of four (4) years was involuntary service required by the Government of the United States. This rule shall terminate on July 1, 1966. (Section 25, of Chapter 708, of the Acts of 1941, as amended by Chapter 544, of the Acts of 1962). (Chapter 580, of the Acts of 1964). Leave of absence with pay shall be granted to persons on the occasion of appearances before local draft boards or draft appeal boards, or for physical examinations ordered by said boards.

A person who is rejected by the armed forces of the United States shall be granted leave of absence with pay from the time at which ordered to report to the draft board until the time of rejection, and, in addition, for such period of time, not to exceed forty-eight (48) hours, as may be required for travel in connection therewith.

(3) Court Leave

Persons who are called for jury duty shall be granted court leave. Notice of service shall be filed with the Department Chairperson upon receipt of summons. (Opinion of Attorney General dated December 2, 1938.)

If jury fees received by a person amount to more than the person's regular rate of compensation, the person may retain the excess of such fees and shall turn over the regular rate of compensation together with a court certificate of service to the appointing

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authority, and shall be deemed to be on leave of absence with pay. If the jury fees amount to less than the person's regular rate of compensation, the person shall be deemed to be on leave of absence with pay and shall turn over said fees with a court certificate of service to the appointing authority.

Expenses reimbursed by the court for travel, meals, room hire, etc., shall be retained by the person and shall not be considered part of the jury fees.

Persons who are summoned to appear as witnesses on behalf of any town, city, county, state or the federal government shall be granted court leave; provided however, if any person who is employed by the Commonwealth is summoned to appear as a witness because of the duties of an additional position whether on part-time or not with a city, town, county or federal government or otherwise, such person shall not be granted court leave with pay. Notice of service shall be filed with the Department Chairperson upon receipt of summons.

Witness fees and all other fees except jury fees received for services during office hours shall be paid to the Commonwealth. Whenever a person is called for jury duty or summoned to appear as a witness and such jury duty or appearance occurs during the person's vacation, there will be no necessity to account for any fees received during such period. Expenses reimbursed the person for travel, meals, room hire, etc., shall be retained by the person and shall not be considered as part of the witness fees.

When a person has been granted court leave for jury or witness service, and is excused by proper court authority, the person shall report back to the official place of duty whenever the interruption in jury or witness service will permit four (4) or more consecutive hours of employment.

Court leave shall affect no employment rights.

Court leave shall not be granted when a person is the defendant or is engaged in personal litigation.

(4) Other Leave

To permit persons who are veterans to pay tribute at the funeral in Massachusetts of veteran dead, Department Chairpersons/Library Division Heads shall grant leave of absence with pay to veterans who are members of firing squads, color details, pall bearers,

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buglers, or escorts participating in such services. Persons shall be entitled to leave of absence with pay for loss of time due to prophylactic inoculation required as a result of their employment. If such absence with pay exceeds one (1) week, the appointing authority shall immediately initiate a workmen's compensation claim and further payments because of such prophylactic inoculation shall cease.

Persons shall be entitled to leave of absence with pay for the period of absence due to quarantine because of exposure to contagious disease in the regular performance of duty.

Leave of absence with pay may be granted persons who are delegates or alternates to state or national conventions of the following veterans' organizations: American Legion, Disabled American Veterans, Legion of Valor, Marine Corps League, Order of the Purple Heart, Veterans of Foreign Wars, and Reserve Officers Association of the United States. Whenever such leave of absence with pay is granted to persons subject to this rule, such leave of absence will not be charged to available vacation leave credits.

Leave of absence with pay may be granted to persons who are officers, delegates or alternates of employee organizations for the purpose of attending conventions of their organizations. If a person is granted permission to attend such a convention under this rule, the person shall be granted leave of absence with pay and said absence shall not be charged against available vacation leave credits. Persons who are officers of employee organizations may be granted leave of absence with pay to attend hearings before state legislative committees or commissions and not more than ten (10) executive board meetings per calendar year. Persons who are officers or members of employees organizations may be granted leave of absence with pay to attend conferences with Department Chairpersons, boards or commissions in the interest of business pertinent to the membership of their organization and to the Commonwealth.

Leave of absence with pay, not to exceed two (2) hours, shall be granted to any person, who makes application to be permitted to vote in the voting precinct, ward or town in which such person is entitled to vote; *provided* that the hour of opening and the hour of closing of the polls at such voting place would preclude the person working regular hours of employment and traveling to or from the polls.

- 1 (5) Leave for elective stay of probationary period of employment.
- 2 (a) Any member of the bargaining unit may, for cause, request a
3 stay of the probationary period (time period before
4 consideration for tenure or other permanent appointment), for
5 not less than one (1) year, and not more than three (3) (non-
6 consecutive) years. The stay of probation is not intended to
7 affect teaching responsibilities.
- 8 (b) The following shall constitute cause:
- 9 (i) Significant responsibilities for elder care or care of
10 dependent or domestic partner;
- 11 (ii) Disability or chronic illness; or
- 12 (iii) Circumstances beyond the bargaining unit member's
13 control that may significantly affect progress toward
14 tenure.
- 15 (c) The member of the bargaining unit requesting such a stay must
16 submit a request, in writing with sufficient certification, to the
17 Department Chairperson and the College Dean. Such a request
18 may be made any time prior to the conclusion of the academic
19 year for which a stay is requested. A written request must be
20 submitted for each subsequent year in which a stay is
21 requested. All submitted documentation is to be considered
22 confidential.
- 23 (d) Only the bargaining unit member has standing to request a
24 stay of the probationary period.
- 25 (e) Decision made in such cases shall not be grievable.

26 8. Sick Leave Bank

27
28 The Sick Leave Bank established July 1, 1976 shall be maintained for the
29 benefit of all those members of the bargaining unit who shall have chosen,
30 pursuant to the terms of this Agreement, to become a member thereof.

31
32 Within ninety (90) days after the effective date of this Agreement or, in the
33 case of any member of the bargaining unit first employed after such date, then
34 on or before the date on which such member is first entitled to personal sick
35 leave, the member may become a member of the Sick Leave Bank by
36 assigning one (1) day of personal sick leave accumulation to the Bank.

1 9. During the term of this Agreement, a member of the bargaining unit who is
2 not a member of the Sick Leave Bank may become so by assigning to the
3 Bank, during the month of September, one (1) day of personal sick leave
4 accumulation.

5
6 No member of the bargaining unit shall be entitled to become a member of the
7 Sick Leave Bank except as provided above.

8
9 Assignment by a member of the bargaining unit of a personal sick leave day to
10 the Bank shall be made in writing to the Vice Chancellor for Administrative
11 and Fiscal Services. The Vice Chancellor for Administrative and Fiscal
12 Services or designee shall maintain a register of the membership of the Sick
13 Leave Bank and of the number of sick leave days accumulated in the Bank.

14
15 Five (5) days after the exhaustion of personal sick leave accumulation, any
16 member of the Sick Leave Bank may draw upon the Sick Leave Bank as
17 needed.

18
19 Whenever the accumulation of sick leave days in the Sick Leave Bank shall
20 have fallen below fifty (50) days, the Vice Chancellor for Administrative and
21 Fiscal Services shall so notify the President of the Federation, in writing, and
22 any member of the Sick Leave Bank wishing to remain a member thereof
23 shall, within fifteen (15) days after the giving of such notice, assign one (1)
24 additional day of personal sick leave accumulation to the Bank; provided,
25 however, that any member of the Sick Leave Bank wishing to remain a
26 member thereof and who shall have exhausted personal sick leave
27 accumulation on the date of the giving of such notice, shall assign such
28 additional day within fifteen (15) days after the date on which such member is
29 next entitled to personal sick leave; and provided further that such member
30 shall retain all rights in the Bank until such period for assigning an additional
31 day shall have expired.

32 10. Tuition Credits

33 a) As more fully described in the Administrative Standards, Faculty and Staff
34 Tuition Discounts (T96-129), which is hereby incorporated by reference,
35 members of the bargaining unit shall receive tuition discounts in the form
36 of tuition credits; provided that, in the event of a conflict between the
37 Administrative Standards, Faculty and Staff Tuition Discounts (T96-129)
38 and current practice, current practice shall prevail.

39 b) Members of the bargaining unit and members of their immediate family
40 shall be allowed to enroll tuition free for credit and non-credit courses
41 offered through the Online and Continuing Education at the University,
42 provided that they shall not be counted in determining whether the course

1 is canceled. Should any member of the bargaining unit become disabled or
2 die, that individual (if living) and members of the individual's immediate
3 family shall be allowed to enroll tuition free for courses offered through
4 the Online and Continuing Education, provided that they shall not be
5 counted in determining whether the course is canceled.

6 c) Bargaining unit members, their spouses and dependent children will be
7 eligible for tuition remission benefits, subject to the conditions and
8 procedures set forth in the Board of Higher Education System-wide
9 Tuition Remission Policy For Higher Education Employees (May 21,
10 1984).

11 11. Health and Welfare

12 a) Trust Agreement

13
14 The parties agree to maintain a Health and Welfare Fund under an
15 Agreement and Declaration of Trust originally drafted by the Board of
16 Regents and executed by the UMass Faculty Federation, Local 1895,
17 Faculty, Librarians and Technicians Bargaining Unit. Such Agreement and
18 Declaration of Trust provides for a Board of Trustees composed of equal
19 representation of the Employer and the Union. The Board of Trustees of
20 the Health and Welfare Fund shall determine in their discretion and within
21 the terms of this Agreement and the Agreement and Declaration of Trust,
22 such health and welfare benefits to be extended by the Health and Welfare
23 Fund to employees and/or their dependents.

24 b) Funding

25
26 Effective January 1, 2015, the Commonwealth shall contribute \$15.50 per
27 week per full-time equivalent member of the bargaining unit. Effective
28 January 1, 2016, the Commonwealth shall contribute \$16.00 per week per
29 full-time equivalent member of the bargaining unit. Effective January 1,
30 2017, the Commonwealth shall contribute \$16.50 per week per full-time
31 equivalent member of the bargaining unit.

32
33 The contributions made by the Employer to the Health and Welfare Fund
34 shall not be used for any purpose other than to provide health and welfare
35 benefits and to pay the operating and administering expenses of the Fund.
36 The contributions shall be made by the Employer in an aggregate sum
37 within forty-five (45) days following the end of the calendar month during
38 which contributions were collected. The amount of contributions for each
39 year shall be based on the number of full-time equivalent employees as of
40 the October payroll period during such fiscal year.

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c) Non-Grievability

No dispute over a claim for any benefits extended by the Health and Welfare Fund shall be subject to the grievance procedure.

d) Employer's Liability

It is expressly agreed and understood that the Employer does not accept, nor is the Employer to be charged with hereby, any responsibility in any manner connected with the determination of liability to any employee claiming under any of the benefits extended by the Health and Welfare Fund. The Employer's liability shall be limited to the contributions indicated under Section b. above.

12. While the current same-sex marriage legislation is in effect the following language shall remain in effect: For an affected employee living in a state with provision for same-sex marriage, domestic-partner benefits will no longer be provided on or after January 6, 2006. Each member of the bargaining unit currently receiving domestic-partner benefits will be required to produce a certificate of marriage unless that member or partner resides in a state without provision for same-sex marriage.

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ARTICLE XII
ONLINE & CONTINUING EDUCATION

3 PREAMBLE

4
5 Labor-Management Committee on University Extension and Distance Learning. No
6 sooner than September 1, 2018, there shall be established a joint labor-management
7 committee consisting of 6 members, 3 appointed by the Chancellor and 3 appointed
8 by the Faculty Federation for the purpose of negotiating updates to this Article and
9 other relevant provisions of this agreement concerning University Extension and
10 Distance Learning.

11
12 No later than May 31, 2019, the committee shall report its progress to the Provost and
13 the President of the Union.

14 **A. CREDIT COURSES** (Courses Carrying a Disciplinary or Departmental Prefix)

- 15 1. All credit courses shall be instituted through the curriculum procedures of
16 Article V of this Agreement.
- 17 2. The Head of Online & Continuing Education shall submit the official request
18 for courses to be offered through Online & Continuing Education to
19 Department Chairpersons no later than November 30 for the fall semester,
20 April 30 for the intersession and spring semester, and October 30 for the
21 summer sessions. The Department Chairperson, in consultation with the
22 faculty shall recommend course listings through the Dean of the appropriate
23 College to the Head of Online & Continuing Education no later than
24 December 30 for the fall semester, May 30 for the intersession and spring
25 semester, and November 30 for the summer sessions. The Head of Online &
26 Continuing Education, after consultation and with the approval of the
27 appropriate Chairperson, may add additional courses listed in the University
28 Standard Course File.
- 29 3. Minimum and maximum enrollment for courses offered through Online &
30 Continuing Education shall be determined by the Department Curriculum
31 Committee, in accordance with process for determining class size. However,
32 where the minimum and/or maximum enrollment for a course is not defined:
33 1) the minimum enrollment shall be in accordance with the University's
34 course cancellation guidelines; and/or 2) the maximum enrollment shall be
35 determined by the Department Chairperson in consultation with the Dean of
36 the College/School.
- 37 4. No member of the bargaining unit shall have a right to teach an OCE course
38 on an overload basis; *provided*, that: 1) Members of the bargaining unit shall
39 have first refusal rights (over non-Members) in regard to assignments for
40 teaching courses in the area of their discipline; and 2) consistent with and

1 subject to paragraph 5 of the Online & Continuing Education Online Course
2 Development Agreement, the course developer(s) will be granted the first
3 right of refusal to teach the online course for two (2) subsequent terms after
4 the initial offering. Judgments of the qualifications to teach specialized areas
5 within the disciplines shall be made by the Department Chairperson in
6 consultation with the Dean of the College/School. Where no member of the
7 department is available to teach a course, the standard procedures for
8 recruitment of part-time personnel shall be followed.

- 9 5. Online and Continuing Education courses shall be assigned by Department
10 Chairpersons or Interdisciplinary Program Directors in accordance with the
11 provisions in Article VIII(B)(8).
- 12 6. Department Chairpersons shall recommend Lecturers for credit courses which
13 carry a departmental or disciplinary prefix.
- 14 7. The common form for student rating of teaching (Article VII(G)(2)) shall be
15 used in all OCE sections. Department questions shall be added at the
16 discretion of the Department Chairperson. All faculty teaching in Online &
17 Continuing Education shall be evaluated each semester.
- 18 8. Where satisfactory performance has been evidenced by faculty members, and
19 a curricular need exists, assignments shall be on the basis of equal opportunity
20 to teach courses. Such equal opportunity shall be measured over a three-year
21 period.

22 **B. CONTRACTS AND SALARY - Credit Courses**

- 23 1. Course enrollments shall be monitored by the Head of Online & Continuing
24 Education throughout the registration periods and decisions to confirm or
25 cancel classes will be made on a timely basis so students and faculty can be
26 informed and plan accordingly.
- 27 2. Online & Continuing Education Courses shall normally be confirmed: 1) for
28 fall and spring semesters, following the ordinary course (14 days prior to the
29 start of the semester); or 2) for all other sessions, no later than the last
30 University business day prior to the commencement of classes. When a course
31 has been canceled, the Head of Online & Continuing Education shall inform
32 the appropriate Department Chairperson and the affected OCE Instructor.
- 33 3. A contract shall be issued to OCE Instructors 30 to 60 days prior to the first
34 day of classes for each session. OCE Instructors shall return contracts to
35 Online & Continuing Education within ten (10) days of date of issue. All
36 contracts issued for Online & Continuing Education courses shall be
37 transmitted to the President of the Faculty Federation within five (5) days of
38 their receipt by the Office of Human Resources.

- 1 4. OCE Instructors shall receive per-course stipends in accordance with the
 2 salary schedule in Article XI(A), paid in equal bi-weekly installments
 3 throughout the course; Stipends for OCE courses are not subject to annual,
 4 merit, or other contractual salary increases.
- 5 5. All persons assigned to teach credit-bearing courses in Online & Continuing
 6 Education shall be designated as Lecturers in Online & Continuing Education.
- 7 6. Assignment to teaching of courses in Online & Continuing Education implies
 8 that the OCE Instructors shall be available for scheduled academic
 9 consultation with students during the hours of Online & Continuing
 10 Education.
- 11 7. Part-time Lecturers teaching credit-bearing courses offered through Online &
 12 Continuing Education shall receive, as a minimum, a course stipend that is
 13 equal to their per-credit salary as defined in Article XV(B)(2)(c).

14
 15 Full-time faculty teaching credit-bearing courses offered through Online &
 16 Continuing Education shall receive, as a minimum, a course stipend that is
 17 equal to the per-credit salary as defined in Article XV(B)(2)(c) for part-time
 18 instructors with more than ten (10) semesters of service.

- 19 8. Courses with an enrollment of fewer than the minimum number of students
 20 shall be cancelled, or the OCE Instructor may, at the OCE Instructor's option,
 21 agree to proceed with a directed study at a prorated rate, calculated as
 22

23
$$\text{prorated stipend} = \frac{\text{actual enrollment}}{\text{minimum enrollment}} * \text{course stipend}$$

24 Unless otherwise defined, the minimum enrollment for a course shall be the
 25 minimum enrollment as defined in the University's course cancellation
 26 guidelines.

27 For courses with an enrollment of greater than the maximum number of
 28 students, the OCE Instructor may, at the OCE Instructor's option, agree to
 29 proceed and shall receive the full course stipend plus an additional prorated
 30 rate, calculated as

31
$$\text{prorated stipend} = \frac{\text{excess enrollment}}{\text{maximum enrollment}} * \text{course stipend}$$

32 Should the excess enrollment be greater than the minimum enrollment, then
 33 another section of the course shall be opened.

- 34 9. Each Department Chairperson or designee will receive \$50.00 for each course
 35 that runs through OCE using that department's designation for coordinating

- 1 with Online and Continuing Education to identify an optimum mix of course
2 offerings responsive to student needs and interest.
- 3 10. Members of the Bargaining Unit teaching off campus shall be compensated
4 for travel expenses consistent with travel allowances elsewhere in this
5 Agreement (Article XI(C)(4) - Travel Allowances).

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ARTICLE XIII
LIBRARIANS AND LIBRARY ASSISTANTS

3 **A. TERMINAL DEGREE**

4 1. The terminal degree for a librarian is the Master of Library Science Degree, or
5 its equivalent, from an institution accredited by the American Library
6 Association. The terminal degrees for a law librarian are the Master of Library
7 Science Degree, or its equivalent, from an institution accredited by the
8 American Library Association and the Juris Doctorate, or its equivalent from
9 an institution accredited by the American Bar Association or a state.

10 2. Qualifications for Library Assistant are a Bachelor's degree and significant
11 library experience with relevant course work in Library Science desirable.
12 Library Assistants who aspire to academic rank and the benefits thereof are
13 encouraged to pursue a program of studies leading to the terminal degree for
14 librarians.

15 3. Visiting Librarians Visiting

16
17 Librarians who meet the qualifications for a Librarian may be hired full-time
18 or part-time and given renewable contracts for periods of one year or less.

19 **B. PERSONNEL RECOMMENDATIONS –Librarians**

20 **PREAMBLE**

21
22 The official personnel file concerning recommendations for promotion, annual
23 evaluations, reappointment, leaves of absence, sabbatical leave, and other
24 pertinent personnel actions shall be maintained by the Dean of Library Services
25 except for employees of the law library where they shall be maintained by the
26 Associate Dean of the Law Library.

27
28 The Library and the Law Library shall each establish a Library Evaluation
29 Committee for the purpose of reappointment, promotion, and annual evaluation.
30 The number of members, terms of office and election procedure shall be decided
31 by a majority vote of the full-time librarians in each, provided that there are a
32 minimum of four (4) members of the Committee inclusive of the Chairperson who
33 is elected by the members. Should there be an insufficient number of full-time
34 librarians in the Law Library, non-law librarians can be appointed.

35 A librarian, following receipt of any personnel recommendations, shall have the
36 right to submit additional materials within seven (7) days from the receipt of the
37 recommendation. The individual, whether submitting additional materials or not,
38 shall sign a statement indicating receipt of this recommendation and awareness of
39 the opportunity to submit additional materials within this seven (7) day period.

1 Failure of the individual to sign a statement of receipt of the recommendation
2 when the recommendation has been received will not prevent the documentation
3 from being forwarded to the next level.

4 In all personnel actions the material from each lower level shall automatically be
5 forwarded to the succeeding higher levels.

6 1. Evaluation

7 a) All librarians shall be evaluated at the end of each academic year by the
8 Librarian Evaluation Committee, the division head and the Dean of
9 Library Services in at least three (3) of the following categories, including
10 category (1) below:

11 (1) Professional Effectiveness, including, but not limited to the
12 development, improvement, and demonstration of professional
13 competence as librarians, active participation in professional
14 evaluation of library services for the purposes of maintaining their
15 quality, relevance, and viability; and continuous discharging of
16 library responsibilities. Notwithstanding achievements made in other
17 areas of librarian evaluation, professional effectiveness shall be
18 considered the most important criterion in librarian evaluations.

19 (2) Professional Activities, Research and Publication. Professional
20 Activities may include office in professional organizations and
21 attendance at professional meetings and seminars. Research and
22 Publication may include publications, including editorial work,
23 presentations at professional meetings and workshops, and studies
24 leading to professional improvement as a librarian.

25 (3) University Service. University Service may include service to the
26 library, university, and university system.

27 (4) Community Service. Community Service includes participation in
28 community affairs associated with the individual librarian's area of
29 professional competence.

30 b) The Chairperson of the Librarian Evaluation Committee shall meet with
31 the individual under consideration and discuss the committee's report at
32 least five (5) working days prior to its submission to the Division Head.

33 c) Except in the Law Library, the Division Head shall review the report of
34 the Librarian Evaluation Committee and submit a separate report, plus the
35 report of the Librarian Evaluation Committee, to the Dean of Library
36 Services. A copy of this report shall be sent to the individual under
37 consideration at least five (5) working days prior to its submission to the

1 Dean of Library Services.

2
3 In the Law Library, the Associate Dean of the Law Library shall review
4 the report of the Law Librarian Evaluation Committee and submit a
5 separate report, plus the report of the Law Librarian Evaluation
6 Committee, to the Dean of the School of Law. A copy of this report shall
7 be sent to the individual under consideration at least five (5) working days
8 prior to its submission to the Dean of the School of Law.

- 9 d) The Dean of Library Services shall prepare a written evaluation and
10 recommendation for each librarian. Each individual shall receive a copy of
11 the Dean's evaluation and recommendation and shall sign a statement
12 indicating that the individual has read, but not necessarily agreed with the
13 evaluation. A librarian who wishes to challenge the written evaluation may
14 add to the file any statement, evidence, or other documentation the
15 librarian believes would present a more valid perspective. The
16 recommendation of the Librarian Evaluation Committee, the annual
17 evaluation of the division head and the annual evaluation of the Dean,
18 whether or not the individual adds anything, shall become part of the file
19 of information concerning the individual librarian. The division head shall
20 meet with each librarian to discuss the individual's activities report, the
21 librarian evaluation committee's recommendation, and the annual
22 evaluation done by the division head and the annual evaluation done by
23 the Dean of Library Services.

24 2. Reappointment

- 25 a) Notice of reappointment shall be given according to the following
26 schedule:

27
28 180 days prior to the anniversary date for the second-year contract;
29 270 days prior to the anniversary date for the third-year contract.

- 30 b) The Librarian Evaluation Committee shall make its recommendation for
31 reappointment to the Division Head; the Law Librarian Evaluation
32 Committee shall make its recommendation for reappointment to the
33 Associate Dean of the Law Library.

- 34 c) The Chairperson of the Librarian or Law Librarian Evaluation Committee
35 shall meet with the individual under consideration and discuss the
36 committee's report at least five (5) working days prior to its submission to
37 the Division Head or Associate Dean of the Law Library.

- 38 d) Except in the Law Library, the Division Head shall make a
39 recommendation for reappointment to the Dean of Library Services. A
40 copy of this recommendation shall be made available to the individual

1 under consideration at least five (5) working days prior to its submission
2 to the Dean of Library Services.

3
4 In the Law Library, the Associate Dean of the Law Library shall make a
5 recommendation for reappointment to the Dean of the School of Law. A
6 copy of this recommendation shall be made available to the individual
7 under consideration at least five (5) working days prior to its submission
8 to the Dean of School of Law.

9 e) The Dean of Library Services or the Dean of the School of Law shall
10 make a recommendation for reappointment to Provost. A copy of this
11 recommendation shall be made available to the individual under
12 consideration at least five (5) working days prior to its submission to the
13 Provost.

14 f) The Provost shall review the recommendation of the Dean of Library
15 Services or the Dean of the School of Law and all other forwarded
16 documents and submit a separate recommendation to the Chancellor
17 together with the recommendation of the Dean of Library Services or the
18 Dean of the School of Law and all other forwarded documents. With
19 respect to a third-year contract renewal, when the recommendation of the
20 Librarian or Law Librarian Evaluation Committee, the Division Head or
21 Associate Dean of the Law Library and the Dean of Library Services or
22 Dean of the School of Law are in agreement, the Provost shall not
23 ordinarily recommend the contrary. A copy of this recommendation shall
24 be made available to the individual under consideration at least five (5)
25 working days prior to its submission to the Chancellor.

26 g) The Chancellor shall review the recommendation of the Provost, and all
27 other forwarded documents and make a decision to reappoint or not to
28 reappoint the individual.

29 h) After three (3) years of service as a librarian an individual can only be
30 removed from service through just cause. If the individual is removed
31 from service through just cause the individual shall have the right to a
32 conference with the Provost and/or the Chancellor or designee, and shall
33 have the right to a hearing before the President or designee, at which time
34 the individual may have counsel of choice and the right to present
35 witnesses.

36 3. Promotion

37 a) For the purpose of promotion, librarians shall be evaluated by the
38 Librarian Evaluation Committee and the Division Head or by the Law
39 Librarian Evaluation Committee and the Associate Dean of the Law
40 Library.

- 1 b) The Librarian or Law Librarian Evaluation Committee will forward its
2 recommendation to promote or not to promote an individual to the
3 Division Head or Associate Dean of the Law Library on or before January
4 15. A copy of this recommendation with substantiation shall be sent to the
5 individual at least five (5) working days prior to submission to the
6 Division Head or Associate Dean of the Law Library.
- 7 c) The Division Head, except in the Law Library, shall make a
8 recommendation to promote or not to promote an individual to the Dean of
9 Library Services on or before February 15. A copy of this recommendation
10 with substantiation shall be sent to the individual at least five (5) working
11 days prior to its submission to the Dean of Library Services.
12
- 13 In the Law Library, the Associate Dean of the Law Library shall make a
14 recommendation to promote or not to promote an individual to the Dean of
15 the School of Law on or before February 15. A copy of this
16 recommendation with substantiation shall be sent to the individual at least
17 five (5) working days prior to its submission to the Dean of the School of
18 Law.
- 19 d) The Dean of Library Services or the Dean of the School of Law shall
20 make a recommendation to promote or not to promote an individual to the
21 Provost, on or before March 15. A copy of this recommendation with
22 substantiation shall be made available to the individual at least five (5)
23 working days prior to its submission to the Provost.
- 24 e) The Provost shall make a recommendation to promote or not to promote
25 an individual to the Chancellor on or before April 15. A copy of this
26 recommendation with substantiation shall be sent to the individual at least
27 five (5) working days prior to its submission to the Chancellor.
- 28 f) The Chancellor shall make a decision on promotion for each individual by
29 May 15.

1 g) While length of service alone is not cause for promotion, the following
2 shall be considered the normal period of time to be spent in rank:

3 (1) Library Assistant – five (5) years

4 (2) Assistant Librarian – six (6) to seven (7) years

5 (3) Associate Librarian – six (6) or more years.

6 4. Ratings for Personnel Recommendations

7

8 The following ratings are to be used in evaluating librarians for all personnel
9 recommendations:

10 a) Highly Recommended

11 (1) Excellent Professional Effectiveness and at least Very Good
12 performance in one (1) other category, or

13 (2) Very Good Professional Effectiveness and Excellent performance in
14 one (1) other category, or

15 (3) Very Good Professional Effectiveness and Very Good performance
16 in two (2) other categories.

17 b) Recommended

18 (1) Excellent Professional Effectiveness and Satisfactory performance
19 in one (1) other category, or

20 (2) Very Good Professional Effectiveness and Very Good performance
21 in one (1) other category, or

22 (3) Satisfactory Professional Effectiveness and Very Good performance
23 in two (2) other categories.

24 c) Not Recommended. Failure to meet the standards under the
25 “Recommended” rating.

26 5. Layoff and Recall

27

28 A member of the bargaining unit on a continuous appointment may be laid off
29 due to insufficient funding or changes to the needs in the department/division.

30 a) Notice of Layoff

31

32 The Dean shall provide at least one (1) calendar year’s written notice to

1 the laid off member of the bargaining unit, with a copy to the Union;
2 provided that the Dean may shorten such notice by paying, in lieu of such
3 notice, sixty percent (60%) of any remaining salary due during such notice
4 period.

5 b) Recall.

6
7 Any member of the bargaining unit who is laid off may request to have
8 their name placed on a recall list for a period of up to three (3) years. In
9 the event of an opening for which, in the opinion of the Dean, a laid off
10 member is qualified, such laid off member, in order of layoff, shall be
11 offered the position; provided that, any member who is offered such a
12 position rejects or does not respond to such offer within ten (10) days,
13 shall be removed from such list.

14
15 Any member of the bargaining unit who is recalled following an absence
16 of one or more years, shall be required to authorize a background check,
17 consistent with the process used for new hires.

18 **C. PERSONNEL RECOMMENDATIONS – Library Assistants**

19 **PREAMBLE**

20 The official personnel file concerning recommendations for promotion, annual
21 evaluations, reappointment, leaves of absence, and other pertinent personnel
22 actions shall be maintained by the Dean of Library Services except for employees
23 of the law library where they shall be maintained by the Associate Dean of the
24 Law Library.

25
26 A library assistant, following receipt of any personnel recommendations, shall
27 have the right to submit additional materials within seven (7) days from receipt of
28 the recommendation. The individual, whether or not submitting additional
29 materials, shall sign a statement indicating receipt of the recommendation and
30 awareness of the opportunity to submit additional materials within this seven (7)
31 day period. Failure of the individual to sign a statement of receipt of the
32 recommendation when the recommendation has been received will not prevent the
33 documentation from being forwarded to the next level.

34 In all personnel actions the material from each lower level shall automatically be
35 forwarded to the succeeding higher levels.

36 **1. Evaluation**

37 a) Library assistants shall be evaluated at the end of each academic year by
38 the librarian to whom they are assigned. This evaluation shall be in writing

1 and shall include the observations of the supervisors with whom the
2 library assistant works.

3 b) This evaluation shall be sent to the individual under consideration at least
4 five (5) working days prior to its submission to the Library Division Head
5 or, for Library Assistants employed in the Law Library, to the Associate
6 Dean of the Law Library.

7 2. Reappointment

8 a) Notice of reappointment shall be given according to the following
9 schedule:

10
11 180 days prior to anniversary date for the second-year contract;
12 270 days prior to the anniversary date for the third-year contract.

13 b) The Library Division Head shall make a recommendation for
14 reappointment or non-reappointment to the Dean of Library Services. This
15 recommendation with substantiation shall be in writing and shall be sent to
16 the individual at least five (5) working days prior to its submission to the
17 Dean of Library Services.

18
19 The Associate Dean of the Law Library shall make a recommendation for
20 reappointment or non-reappointment to the Dean of the School of Law.
21 This recommendation with substantiation shall be in writing and shall be
22 sent to the individual at least five (5) working days prior to its submission
23 to the Dean of the School of Law.

24 c) The Dean of Library Services or the Dean of the School of Law shall
25 make a recommendation to reappoint or not to reappoint an individual to
26 the Provost. This recommendation with substantiation shall be in writing
27 and be sent to the individual at least five (5) working days prior to its
28 submission to the Vice Chancellor.

29 d) The Provost shall review the recommendations of the Dean of Library
30 Services or the Dean of the School of Law and all other forwarded
31 documents and submit a separate recommendation with substantiation to
32 the Chancellor together with all other forwarded documents.

33 e) The Chancellor shall review the recommendations of the Provost and all
34 other forwarded documents and make a decision to reappoint or not to
35 reappoint. This decision shall be final. However, the Board of Trustees at
36 its own initiative can review and take further action or no action.

37 f) Upon completion of the terminal degree a library assistant shall be
38 promoted to one of the librarian ranks.

1 g) After three (3) years of service as a library assistant an individual can only
2 be removed from service through just cause. If the individual is removed
3 from service through just cause the individual shall have the right to a
4 conference with the Provost and/or the Chancellor or designee and shall
5 have the right to a hearing before the President or designee at which time
6 the individual may have counsel of choice and the right to present
7 witnesses.

8 3. Layoff and Recall
9

10 A member of the bargaining unit on a continuous appointment may be laid off
11 due to insufficient funding or changes to the needs in the department/division.

12 a) Notice of Layoff
13

14 The Dean shall provide at least one (1) calendar year's written notice to
15 the laid off member of the bargaining unit, with a copy to the Union;
16 provided that the Dean may shorten such notice by paying, in lieu of such
17 notice, sixty percent (60%) of any remaining salary due during such notice
18 period.

19 b) Recall
20

21 Any member of the bargaining unit who is laid off may request to have
22 their name placed on a recall list for a period of up to three (3) years. In
23 the event of an opening for which, in the opinion of the Dean, a laid off
24 member is qualified, such laid off member, in order of layoff, shall be
25 offered the position; provided that, any member who is offered such a
26 position rejects or does not respond to such offer within ten (10) days,
27 shall be removed from such list.
28

29 Any member of the bargaining unit who is recalled following an absence
30 of one or more years, shall be required to authorize a background check,
31 consistent with the process used for new hires.

32 **D. LIBRARY DIVISION HEADS**

33 The Library Divisions having Heads are the Information Services Division, the
34 Access Services Division, the Archives Division, the Technical Services Division,
35 and the Library Systems and Digital Services Division.

36 **E. GRIEVANCE**

37 Librarians or library assistants, as members of the bargaining unit, shall have all
38 the benefits of the grievance procedure as outlined in this Agreement.

1 **F. PROFESSIONAL IMPROVEMENT/ANNUAL LEAVE**

- 2 1. Scheduling of professional improvement/annual leave shall be subject to the
3 approval of the Dean of Library Services for non-Law Library employees or
4 of the Associate Dean of the Law Library for Law Library employees.
5 Librarians and library assistants shall be entitled to professional
6 improvement/annual leave according to the following schedule:
- 7 a) For employees hired after June 25, 1983:
- 8 (1) For service eight (8) years and under – 20 days/year
- 9 (2) For service after eight (8) years and under sixteen (16) years – 21
10 days/year
- 11 (3) For service after sixteen (16) years and under twenty-five (25) years
12 - 23 days/year
- 13 (4) For service after twenty-five (25) years - 28 days/year
- 14 2. Accruals shall be earned monthly but recorded quarterly. Accruals shall be
15 cumulative for a period of up to sixty-four (64) days and shall be payable to
16 librarians and library assistants or their survivor(s) upon termination of
17 employment.
- 18 3. Once every year, on or before July 1, all librarians and library assistants shall
19 be notified of their accrued annual leave.

20 **G. PERSONAL LEAVE**

21 On each January 1, librarians and library assistants will be credited with nine (9)
22 (seven (7) for librarians hired after July 1, 1998) paid personal leave days which
23 may be taken during the following twelve (12) months at a time or times
24 requested by the individual and approved by the supervisor.

25 **H. SCHEDULING OF DUTY HOURS**

- 26 1. Carney Library Employee
- 27 a) When scheduling duty hours, the requests and justifications for special
28 consideration of librarians and library assistants shall be taken into
29 account by the Division Head and submitted to the Dean of Library
30 Services for approval.
- 31 b) Those librarians who work nights and weekends shall be granted
32 compensatory time or salary equivalent to 1.50 times the number of hours
33 worked.

- 1 c) The workload for librarians shall be a maximum of 37.5 hours per week.
2 Unless individual contracts specify otherwise, librarians shall not be
3 required to work more than four (4) weekends and sixteen (16) week
4 nights per year.
- 5 2. Law Library Employee
- 6 a) When scheduling duty hours the requests and justifications for special
7 consideration of librarians and library assistants shall be taken into
8 account by the Associate Dean of the Law Library.
- 9 b) Unless the employee was expressly hired for the purpose of working
10 nights or weekends, a librarian who work nights or weekends shall be
11 granted compensatory time or salary equivalent to 1.50 times the number
12 of hours worked.
- 13 c) The workload for law librarians shall be a maximum of 37.5 hours per
14 week. Unless individual contracts specify otherwise, librarians shall not be
15 required to work more than four (4) weekends and sixteen (16) week
16 nights per year.
- 17 3. The workload for librarians shall be a maximum of 37.5 hours per week.
18 Unless individual contracts specify otherwise, librarians shall not be required
19 to work more than four (4) weekends and sixteen (16) weeknights per year.

20 **I. SICK LEAVE**

21 All librarians and library assistants shall be granted fifteen (15) days sick leave
22 per year. Accruals shall be earned monthly. There shall be no limit on
23 accumulation. Up to ten (10) days sick leave may be used for illness of a family
24 member. Librarians and Library Assistants shall be notified during the month of
25 July of their accumulated sick leave.

26 **J. ASSOCIATE DEAN OF THE LAW LIBRARY**

- 27 1. The Associate Dean of the Law Library shall be the administrative head of the
28 Law Library and shall report to the Dean of the School of Law.
- 29 2. The Associate Dean of the Law Library shall qualify as a Law Librarian.
30 Except in extraordinary circumstances, the Associate Dean of the Law Library
31 shall also hold a tenured or tenure-track faculty appointment at the School of
32 Law in addition to the appointment as Associate Dean of the Law Library.
- 33 3. Should a vacancy exist in the Associate Dean of the Law Library, a Search
34 and Screen Committee shall be composed of three (3) tenure-track faculty
35 members from the School of Law designated by the Dean of the School of

1 Law, one of whom shall be the chair of the Search and Screen Committee, and
2 two (2) librarians designated by the Dean of Library Services, at least one of
3 whom is employed in the Law Library. The Search and Screen Committee
4 shall solicit candidates by using standards and procedures to promote the goal
5 of achieving quality and diversity on and equal opportunity for the faculty.
6 The Search and Screen Committee shall screen the available candidates and
7 produce a list of at least three (3) finalists for the Associate Deanship for
8 review by the Law Faculty and the Dean of the School of Law. The
9 Committee shall ensure that all law faculty have an adequate opportunity to
10 meet the finalist candidates during the screening process and provide feedback
11 to the Committee. Consistent with current University process, the Committee
12 shall forward at least three (3) finalists to the Dean providing the committees
13 assessment of strengths and weaknesses. The Dean will make their final
14 recommendation to the Provost.

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ARTICLE XIV
PROFESSIONAL TECHNICIANS

Except where modified by this Article, all provisions of this Agreement and the benefits thereof shall apply fully to Professional Technicians.

A. TERMINAL QUALIFICATIONS

PREAMBLE

There shall be the following ranks for Professional Technicians:

Professional Technician IV
Professional Technician III
Professional Technician II
Professional Technician I (Highest)

1. Terminal qualifications for Professional Technicians hired after July 1, 1993, shall be as follows:
 - a) Terminal qualifications for a Professional Technician IV shall be an Associate degree or its equivalent.
 - b) Terminal qualifications for a Professional Technician III shall be a bachelor's degree or its equivalent.
 - c) Terminal Qualifications for a Professional Technician II and Professional Technician I shall be a Master's degree or its equivalent.

Exceptions to Requirements

Professional Technicians may be appointed initially at any rank in keeping with the requirements of this Article, but nothing in these requirements should prevent the initial appointment or the promotion of an individual of exceptional talent or accomplishment who does not meet all the stated criteria

Exception to these standards may also be made in emergencies or when no fully qualified candidate meeting all standards is available for appointment and the good of the University necessitates the filling of the specific position.

B. INITIAL APPOINTMENTS

1. Initial appointments for a Professional Technician to a position covered by the bargaining unit may be at any rank, subject to the minimum salaries set forth in Article XI.

- 1 2. Recommendation for hiring of new Professional Technicians shall be made by
2 the Department Chairperson of the appropriate department, with the advice of
3 tenured department faculty, and upon consultation with non-tenured faculty.

- 4 3. Each appointment to a Professional Technician position shall be made by the
5 Chancellor. The descriptive job title, precise terms and conditions of each
6 appointment shall be set forth in writing and sent to the appointee before the
7 effective date of appointment. Included shall be a statement detailing the
8 specific requirements of the position and in what dimensions performance will
9 be evaluated and the procedures of evaluation. This statement will be prepared
10 by the Department Chairperson in concert with the Department Committee on
11 Faculty Evaluation and approved by the College Dean, the Provost and the
12 Chancellor. The precise terms of the individual's employment shall be made
13 available to all persons and groups under this Agreement who shall be
14 involved in the evaluation of said individual for the purpose of renewal, non-
15 renewal, promotion and salary increases. The conditions of a contract of
16 employment covered by the bargaining unit shall not be contrary to any
17 provisions of this Agreement. A copy of the current Trustees/Faculty
18 Federation Agreement shall be sent to the appointee together with the offer of
19 appointment. A copy of the precise terms of each appointment shall be sent to
20 the Faculty Federation.

21 **C. JOINT APPOINTMENTS**

- 22 1. A Professional Technician may be appointed by the Chancellor to more than
23 one department, whether or not the different departments are in different
24 colleges. Where an individual is already a member of one department, the
25 joint appointment to any additional department(s) shall require the approval of
26 the Department Chairperson and a majority of the tenured faculty in the added
27 department. Such appointments shall be at the same rank and status as the
28 individual holds in the original department. For nonacademic departments,
29 approval shall be required of the supervisor(s) to whom they are assigned.

- 30 2. Where an individual new to the bargaining unit is to have a joint appointment,
31 the appointment shall require the approval of the Department Chairperson and
32 a majority of tenured faculty of both departments or, in the case of non-
33 academic departments, the approval of both of the supervisors to whom the
34 individual is assigned.

- 35 3. When a joint appointment is made, only one department shall be identified as
36 the individual's principal department. Where the joint appointment specifies
37 that the individual will work a majority of hours in a given department, that
38 department shall be the principal department. Where the individual's work
39 load is divided equally between two (2) or more departments, the joint
40 appointment shall take effect only when the individual has identified in
41 writing the principal department with which they will be affiliated.

1 The principal department is the department in which the individual is
2 considered for all personnel actions, including annual evaluations, contract
3 renewal, and promotion. For academic departmental appointments it is also
4 the department in which the individual shall vote on Department Chairperson
5 and it identifies the College Academic Council on which the individual shall
6 be represented.

7 **D. PERSONNEL RECOMMENDATIONS**

8 PREAMBLE

9 The official personnel file concerning recommendations for reappointment,
10 promotion, leaves of absence, and other pertinent personnel actions shall be
11 maintained by the Personnel Office.

12 A Professional Technician, following receipt of any personnel recommendations,
13 shall have the right to submit additional materials within seven (7) days from the
14 receipt of the recommendation. The individual, whether submitting additional
15 materials or not, shall sign a statement indicating receipt of a copy of this
16 recommendation and awareness of the opportunity to submit additional materials
17 within this seven (7) day period. Failure of the individual to sign a statement of
18 receipt when the document has been received will not prevent the documentation
19 from being forwarded to the next level.

20 Since the only criteria for appointment and continued service at the University for
21 Professional Technicians are those within their area(s) of competency,
22 Professional Technicians who aspire to advancement within the ranks of their
23 classifications are encouraged to participate in professional activities and studies
24 which will increase their competencies.

25 In all personnel actions the material from each lower level shall automatically be
26 forwarded to the succeeding higher levels.

27 1. Evaluation

28 a) Professional Technicians shall be evaluated at the end of each academic
29 year by the Chairperson of the Department or the supervisor to whom they
30 are assigned. This evaluation shall be in writing and shall include the
31 views of all faculty members or supervisors with whom the Professional
32 Technician works.

33 b) All Professional Technicians shall be evaluated in Professional
34 Effectiveness and at least one (1) other category. All Professional
35 Technicians shall be evaluated at the end of each academic year according
36 to the following criteria:

- 1 (1) Professional Effectiveness, including but not limited to the
2 development, improvement and demonstration of professional
3 competence in their assigned field; active participation in
4 professional evaluation of departmental services for the purpose of
5 maintaining their quality, relevance and viability; and continuous
6 discharging of departmental responsibilities. Notwithstanding
7 achievements made in other areas of evaluation, professional
8 effectiveness shall be considered the most important criterion for
9 technician achievement.
- 10 (2) Professional Improvement, including courses of study.
- 11 (3) Professional Service
- 12 (4) University Service.
- 13 (5) Public Service associated with one's area of professional
14 competence.
- 15 c) A copy of this evaluation shall be made available to the individual under
16 consideration at least five (5) working days prior to its submission to the
17 Dean of the College.

18 2. Reappointment

19 Notice of reappointment shall be given according to the following schedule:

- 20 a) One hundred and eighty (180) days prior to the anniversary date for the
21 second year of service; Two hundred and seventy (270) days prior to the
22 anniversary date for the third year of service.
- 23 b) The Department Chairperson or the supervisor to whom they are assigned
24 shall make a recommendation for reappointment or non-reappointment to
25 the Dean of the College or the Division Head to whom they are assigned.
26 The recommendation with substantiation shall be in writing and shall be
27 sent to the individual at least five (5) working days prior to its submission
28 to the Dean of the College or the Division Head.
- 29 c) The Dean of the College or the Division Head shall make a
30 recommendation to reappoint or not to reappoint the individual to the
31 Provost. This recommendation with substantiation shall be in writing and
32 shall be sent to the individual at least five (5) working days prior to its
33 submission to the Provost.
- 34 d) The Provost shall review the recommendation on reappointment or non-
35 reappointment, together with substantiation and shall send a

1 recommendation to the Chancellor together with all other forwarded
2 documents.

3 e) The Chancellor shall review the recommendations of the Provost and all
4 other forwarded documents and make a decision to reappoint or not
5 reappoint. This decision shall be final. However, the Board of Trustees at
6 its own initiative can review and take further action or no action.

7 f) After three (3) years of service as a Professional Technician an individual
8 can only be removed from service through just cause. If the individual is
9 removed from service through just cause, the individual shall have the
10 right to a conference with the Provost and/or the Chancellor or designee,
11 and shall have the right to a hearing before the President or designee at
12 which time the individual may have counsel of choice and the right to
13 present witnesses.

14 3. Promotion

15 a) The Department Chairperson or the supervisor to whom they are assigned
16 shall make a recommendation for promotion or non-promotion to the Dean
17 of the College or the Division Head to whom they are assigned. This
18 recommendation with substantiation shall be in writing and shall be sent to
19 the individual at least five (5) working days prior to its submission to the
20 Dean of the College or the Division Head.

21 b) The Dean of the College or the Division Head shall make a
22 recommendation for promotion or non-promotion of an individual to the
23 Provost. This recommendation with substantiation shall be in writing and
24 shall be sent to the individual in writing at least five (5) working days
25 prior to its submission to the Provost.

26 c) The Provost shall review the recommendation on promotion or non-
27 promotion together with substantiation and shall send a recommendation
28 to the Chancellor together with all other forwarded documents.

29 d) The Chancellor shall review the recommendations of the Provost and all
30 other forwarded documents and make a decision to promote or not to
31 promote. This decision shall be final. However, the Board of Trustees at its
32 own initiative can review and take further action or no action.

33 e) While length of service alone is not cause for promotion, the following
34 shall be considered the normal period of time to be spent in rank:

35 (1) Professional Technician IV – five (5) years

36 (2) Professional Technician III – six (6) to seven (7) years

1 (3) Professional Technician II – six (6) or more years.

2 Professional Technicians who complete advanced degree requirements that
3 meet terminal requirements for a higher Professional Technician rank shall
4 be given strong consideration among all evaluative measures for
5 advancement to their next rank regardless of time spent in rank.

6 f) The timetable for recommendations on promotion or non-promotion shall
7 be as follows:

8 (1) Department Chairperson recommends to the Dean of the College by
9 February 15.

10 (2) Dean of the College recommends to the Provost by March 15.

11 (3) Provost recommends to the Chancellor by April 15.

12 (4) The Chancellor shall make a decision on promotion or non-
13 promotion for each individual by May 15.

14 4. Ratings for Personnel Recommendations

15

16 The following ratings are to be used in evaluating professional technicians for
17 all personnel recommendations:

18 a) Highly Recommended

19 (1) Excellent Professional Effectiveness and at least Very Good
20 performance in one (1) other category, or

21 (2) Very Good Professional Effectiveness and Excellent performance in
22 one (1) other category, or

23 (3) Very Good Professional Effectiveness and Very Good performance
24 in two (2) other categories.

25 b) Recommended

26 (1) Excellent Professional Effectiveness and Satisfactory performance
27 in one (1) other category, or

28 (2) Very Good Professional Effectiveness and Very Good performance
29 in one (1) other category, or

30 (3) Satisfactory Professional Effectiveness and Very Good performance
31 in two (2) other categories.

1 c) Not Recommended. Failure to meet the standards under the
2 "Recommended" rating.

3 5. Layoff and Recall

4
5 A member of the bargaining unit on a continuous appointment may be laid off
6 due to insufficient funding or changes to the needs in the department/division.

7 a) Notice of Layoff

8
9 The Dean shall provide at least one (1) calendar year's written notice to
10 the laid off member of the bargaining unit, with a copy to the Union;
11 provided that the Dean may shorten such notice by paying, in lieu of such
12 notice, sixty percent (60%) of any remaining salary due during such notice
13 period.

14 b) Recall

15
16 Any member of the bargaining unit who is laid off may request to have
17 their name placed on a recall list for a period of up to three (3) years. In
18 the event of an opening for which, in the opinion of the Dean, a laid off
19 member is qualified, such laid off member, in order of layoff, shall be
20 offered the position; provided that, any member who is offered such a
21 position rejects or does not respond to such offer within ten (10) days,
22 shall be removed from such list.

23
24 Any member of the bargaining unit who is recalled following an absence
25 of one or more years, shall be required to authorize a background check,
26 consistent with the process used for new hires.

27 **E. GRIEVANCE**

28 The Professional Technicians, as members of the bargaining unit, shall have all
29 the benefits of the grievance procedure as outlined in this Agreement.

30 **F. PROFESSIONAL IMPROVEMENT/ANNUAL LEAVE**

31 1. Scheduling of professional improvement/annual leave shall be subject to the
32 approval of the Divisional Head. Professional Technicians shall be entitled to
33 Professional Improvement/Annual Leave according to the following schedule:

34 a) For employees hired after June 25, 1983:

35 (1) For service eight (8) years and under - 20 days/year

- 1 (2) For service after eight (8) years and under sixteen (16) years - 21
2 days/year
- 3 (3) For service after sixteen (16) years and under twenty-five (25) years
4 - 23 days/year
- 5 (4) For service after twenty-five (25) years - 28 days/year
- 6 2. Accruals shall be earned monthly but recorded quarterly Accruals shall be
7 cumulative up to sixty-four (64) days and shall be payable to Professional
8 Technicians or their survivor(s) upon termination of employment.
- 9 3. Once every year, on or before July 1, all Professional Technicians shall be
10 notified of their accrued annual leave.

11 **G. PERSONAL LEAVE**

12 On each January 1, Professional Technicians will be credited annually with nine
13 (9) (seven (7) for Professional Technicians hired after July 1, 1998) paid personal
14 leave days which may be taken during the following twelve (12) months at a time
15 or times requested by the individual and approved by the supervisor.

16 **H. SICK LEAVE**

17 All Professional Technicians shall be entitled to fifteen (15) days sick leave per
18 year. Accruals shall be earned monthly. There shall be no limit on accumulation.
19 Up to ten (10) days sick leave may be used for illness of a family member.
20 Professional Technicians shall be notified during the month of July of the amount
21 of their accumulated sick leave.

22 **I. PROFESSIONAL LEAVE**

23 After seven (7) years of service to the University, a professional technician is
24 eligible for paid professional improvement leave which addresses needs of the
25 department, college, and University. This leave shall be recommended on the
26 approval of the proposal submitted to the Professional Leave Committee.

27 The Professional Leave Committee shall be composed of three (3) individuals
28 elected for a three-year term by the professional technicians and three (3)
29 members appointed by the Chancellor.

30 The Professional Leave Committee shall recommend to the Chancellor those
31 individuals it deems worthy of professional leave. The Chancellor will confer
32 with the appropriate administrator regarding feasibility of releasing the individual
33 for the leave.

1 **J. DEPARTMENTAL MEETINGS**

2 Professional Technicians shall have the right to participate in meetings of their
3 departments and shall have the right to vote in all decisions of the department.
4 Professional Technicians shall not vote on faculty personnel recommendations.

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ARTICLE XV
TEACHING FACULTY

A. FULL-TIME TEACHING FACULTY

1. Governance & Participation in Decision Making

Notwithstanding any provision contained in Article V to the contrary, full-time teaching faculty may participate in governance and decision making as follows:

- a) Full-time teaching faculty, at any rank, with more than two (2) years of service in the same department shall be eligible to participate in the process for electing a Department Chairperson.
- b) Full-time teaching faculty, at the rank of assistant teaching professor, associate teaching professor, or teaching professor, with more than two (2) years of service in the same department, shall be eligible to serve as voting members of the Faculty Evaluation Committee in matters relating to personnel actions concerning teaching faculty, but excluding any matters relating to personnel actions, including appointment, re-appointment, tenure, or promotion of tenured or tenure-track faculty.
- c) Full-time teaching faculty shall not be eligible to serve on or vote in any election for candidates to serve on a College Academic Council.
- d) Full-time teaching faculty shall be eligible to serve as voting members on other relevant department or other standing or *ad hoc* committees, but shall not be eligible to participate in any matter concerning standards for or personnel actions related to appointment, re-appointment, tenure, or promotion of tenured or tenure-track faculty.

2. Initial Appointments

Notwithstanding any provision contained in Article VI to the contrary, the following shall be applicable to the initial appointments of full-time teaching faculty:

- a) All appointments of full-time teaching faculty shall be without tenure, without credit toward tenure, and without eligibility for tenure.
- b) All appointment letters shall include rank at time of hire, annual salary, length of appointment and a description of duties and responsibilities, including teaching load, which may vary depending on service or other responsibilities related to the position.

1 c) Initial appointments of full-time teaching faculty shall ordinarily be at the
2 rank of Instructor or Assistant Teaching Professor and shall ordinarily be
3 for a term of two (2) years.

4 d) An initial appointment may be made on an emergency basis (i.e. without
5 following the full search and screen process contained in Article VI(A).
6 The initial term of such appointment shall be for one (1) year, renewable,
7 without following the appointment renewal process contained in
8 paragraphs 3(e) and (f) of this Article, for a second one (1) year term.

9
10 Full-time teaching faculty who are appointed on an emergency basis shall
11 be eligible to be considered as a candidate in any future search and screen
12 process for the position .

13
14 Any time served during an emergency hire shall be included for the
15 purpose of fulfilling the probation period and service requirement for the
16 purpose of promotion .

17 e) The initial two-year appointment and the first two-year appointment
18 renewal (a total of four (4) years) shall constitute a probationary period
19 leading to consideration for continuous appointment.
20

21 Personnel actions that occur during a probationary appointment shall not
22 be subject to the grievance procedure contained in Article XVII.

23 f) Minimum Requirements for Appointment

24 (1) Instructor

25
26 This is an entry-level rank which requires completion of the
27 Master's degree or academic/professional certification in a
28 disciplinary area related to the position responsibilities. The Provost
29 may approve exceptions to this requirement at the request of the
30 College/School Dean and with the acceptance of the Faculty
31 Federation.

32 (2) Assistant Teaching Professor

33
34 This is an entry-level rank which requires an earned terminal degree
35 in the relevant or closely related disciplinary area or
36 academic/professional certification or equivalent experience in a
37 disciplinary area related to the position responsibilities. The Provost
38 may approve exceptions to this requirement at the request of the
39 College/School Dean and with the acceptance of the Faculty
40 Federation.

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(3) Associate Teaching Professor

Initial appointment to this rank is discouraged. This rank requires an earned terminal degree for the field in the relevant or closely related disciplinary area or academic/professional certification or equivalent experience in a disciplinary area related to the position responsibilities and demonstrated successful teaching experience. The Provost may approve exceptions to this requirement at the request of the College/School Dean and with the acceptance of the Faculty Federation.

(4) Teaching Professor

Initial appointment to this rank is discouraged. This rank requires an earned terminal degree for the field in the relevant or closely related disciplinary area and demonstrated substantial and successful teaching experience. The Provost may approve exceptions to this requirement at the request of the College/School Dean and with the acceptance of the Faculty Federation.

3. Personnel Recommendations

Notwithstanding any provision contained in Article VII to the contrary, the following shall be applicable to the personnel recommendations of full-time teaching faculty:

a) Full-time teaching faculty shall be evaluated for personnel recommendations based on the categories of Teaching and Advising and University Service; *provided* that, advising of students outside of the department program(s) and/or advising of students in department programs(s) that is in excess of the advising done by tenure-track faculty in the department shall be counted as Service to the Department for all personnel actions, including annual activity reports and promotion.

b) In lieu of letters of evaluation from external scholars, the full-time teaching faculty member, their Department Chair, and Dean shall agree on one (1) campus faculty evaluator, who is external to the Department. Such evaluation should comment on the faculty member's teaching effectiveness, based on the criteria contained in Article VII(A)(1).

c) Ratings for Annual Evaluation

The following ratings for the annual evaluation of full-time teaching faculty are established:

- 1 (1) Highly recommended
2
3 For Full-time teaching faculty; an Excellent in Teaching
4 Effectiveness and Advising, an Excellent or a Very Good in
5 University Service and no Unsatisfactory ratings.
- 6 (2) Recommended
7
8 Very Good in Teaching Effectiveness and Advising and University
9 Service, and no Unsatisfactory ratings.
- 10 (3) Not Recommended
11
12 Failure to meet the standards under the “Recommended” rating.

13 d) Ratings for Appointment Renewal and Promotion
14

15 Following are the ratings for the evaluation of full-time teaching faculty
16 for appointment renewal and promotion recommendations:

- 17 (1) Recommended
18
19 An Excellent in Teaching Effectiveness and Advising and an
20 Excellent or a Very Good in University Service and no
21 Unsatisfactory ratings.
- 22 (2) Not Recommended
23
24 Failure to meet the standards under the “Recommended” rating.

25 e) Promotion Increment
26

27 Individuals promoted to Assistant Teaching Professor or to Teaching
28 Professor during an academic year shall receive a promotion increase of
29 \$3,000, in addition to any contractual salary increments, effective
30 September 1st of the following year.

31 f) Each appointment renewal shall be made at the reasonable discretion of
32 the University and shall be based on the full-time teaching faculty
33 member’s performance measured against the standards established
34 pursuant to Article VII(A), as appropriate to their specific work
35 assignments, as well as institutional needs including academic, enrollment,
36 teaching priorities, the requirements of the academic unit, and the strategic
37 direction of the College/Department.

1 g) Continuous Appointment shall mean an appointment with no end date.
2 Full-time teaching faculty who are appointed to a continuous appointment
3 are not subject to periodic reappointment and may be discharged only for
4 cause or may be laid off due to insufficient funding or changes to the
5 instructional or other needs in the department, including circumstances in
6 which the work performed by that faculty member is to be eliminated,
7 reduced, or reassigned to a tenured or tenure-track faculty member.

8 (1) Discharge for Cause
9

10 When appropriate, prior to initiating discharge procedures, the
11 Department Chairperson may employ progressive discipline or other
12 remedial efforts to resolve any performance deficiencies.

13 (a) Initiation of Discharge Procedures.
14

15 The Dean, in consultation with the Department Chairperson,
16 shall initiate the discharge process, by submitting a formal
17 charge and recommendation for discharge to the Provost, with
18 a copy to the Department Chairperson, the faculty member, and
19 the Union. The charge shall include:

- 20 (i) A detailed statement of the facts on which the
21 recommendation to discharge is predicated;
- 22 (ii) The names of any individuals who may have direct
23 knowledge of the facts and circumstances of the matter;
- 24 (iii) Any known relevant documentary evidence.

25 Within ten (10) days of receipt of the charge, the faculty
26 member may submit a response to the Provost, with copies to
27 the Dean, the Department Chairperson, and the Union. Such
28 response may include answers to the allegation(s) or other
29 relevant information, the names of additional individuals who
30 may have direct knowledge of the facts and circumstances of
31 the matter, and any additional relevant documentary evidence.
32

33 Any written charge or response may be amended upon the
34 discovery of additional information.

35 (b) Hearing Procedures
36

37 The Dean shall convene a panel of not fewer than three (3) and
38 not more than six (6) faculty members from the college/school,
39 but from outside the department, who will serve as the Hearing

1 Panel for the purpose of conducting a hearing and rendering a
2 recommendation to the Dean. The Department Chairperson
3 shall be an *ex-officio*, non-voting member. The Hearing Panel
4 shall designate a chair. The hearing will be conducted in
5 accordance with the following:

6 (i) The faculty member may be represented by the Union
7 or another University faculty or staff member; the Dean
8 may be represented by another University faculty or
9 staff member. Neither party may be represented by a
10 personal attorney.

11 (ii) The Dean has the burden of proof.

12 (iii) The faculty member and the Dean or their
13 representatives shall have the opportunity to make
14 opening and closing statements, to examine and cross-
15 examine witnesses, and to introduce relevant
16 documentary evidence. Members of the Hearing Panel
17 may also question witnesses and may limit the amount
18 of time permitted for each of these activities.

19 (iv) With appropriate notice to all parties, the Hearing Panel
20 may call its own witnesses, who may be cross-
21 examined by the faculty member and the Dean or their
22 representatives.

23 (v) The Hearing Panel shall not be bound by the rules of
24 evidence.

25 (vi) Following the hearing, the Hearing Panel shall file
26 written findings of fact and a recommendation for
27 disposition with the Provost, with copies to the Dean,
28 Department Chairperson, the faculty member, and the
29 Union.

30 (c) Decision by the Provost.

31
32 Upon consideration of the Hearing Panel's findings and
33 recommendation for disposition, the Provost shall determine
34 whether to: 1) reject the charges; 2) dismiss the faculty
35 member; or 3) take other action, and shall, within ten (10) days
36 of receipt of the Hearing Panel's recommendation, issue a
37 written decision to the Hearing Panel, the Dean, Department
38 Chairperson, and the faculty member; provided that, any

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decision counter to the Hearing Panel’s recommendation for disposition, must be based on compelling reasons.

(d) Appeal to the Chancellor.

The faculty member may file a written appeal of an adverse decision by the Provost to the Chancellor. Within ten (10) days of receiving such written appeal the Chancellor shall review the file and render a final written decision.

Recommendations and decisions at each level prior to the Chancellor’s final decision on appeal are non-grievable, unless arbitrary or capricious.

(2) Layoff and Recall.

Any full-time teaching faculty member on a continuous appointment may be laid off due to insufficient funding or changes to the instructional needs in the department, including circumstances in which the work performed by that faculty member is to be eliminated, reduced, or reassigned to a tenured or tenure track faculty member.

(a) Notice of Layoff.

The Dean shall provide at least one (1) calendar year’s written notice to the laid off faculty member, with a copy to the Union; *provided* that the Dean may shorten such notice by paying, in lieu of such notice, sixty percent (60%) of any remaining salary due during such notice period.

(b) Recall.

Any full-time teaching faculty member who is laid off may request to have their name placed on a recall list for a period of up to three (3) years. In the event of an opening for which, in the opinion of the Dean, a laid off faculty member is qualified, such laid off faculty member, in order of layoff, shall be offered the position; provided that, any faculty member who is offered such a position rejects or does not respond to such offer within ten (10) days, shall be removed from such list.

1 (c) Any teaching faculty who is recalled following an absence of
2 one or more years, shall be required to authorize a background
3 check, consistent with the process used for new hires.

4 h) Promotion

5 (1) Service Requirements
6

7 While length of service alone is not cause for promotion, the
8 following shall be considered the typical time to be spent in rank.

9 (a) Instructor; a minimum of five (5) years full-time University
10 teaching.

11 (b) Assistant Teaching Professor; a minimum of six (6) years full-
12 time University teaching. No more than three (3) years as an
13 Instructor shall count toward years in rank.

14 (c) Associate Teaching Professor; a minimum of six (6) years at
15 the rank of Assistant Teaching Professor.

16 (d) Teaching Professor; a minimum of six (6) years at the rank of
17 Associate Teaching Professor

18 A candidate shall serve at least four (4) years in rank at the
19 University before being considered for promotion. Review will
20 normally occur no earlier than the sixth (6th) year in a full-time
21 teaching faculty position.

22 There is no promotion to Chancellor or Commonwealth Teaching
23 Professor.

24 (2) Criteria and Procedures
25

26 The criteria and procedures for promotion of full-time teaching
27 faculty shall generally follow the criteria and procedures contained
28 in Article VII(K)(3)-(7), except that the Department Faculty
29 Evaluation Committee and each subsequent levels of review shall
30 judge each full-time teaching faculty candidate for promotion on the
31 basis of the two (2) categories contained in paragraph A(3)(a) of this
32 Article and shall classify each full-time teaching faculty candidate
33 using the ratings contained in paragraph A(3)(d) of this Article.

1 4. Working Conditions
2

3 Notwithstanding any provision contained in Article VII to the contrary, the
4 following shall be applicable to the personnel recommendations of full-time
5 teaching faculty.

6 a) Teaching Assignments
7

8 The maximum assignment per academic year for full-time teaching faculty
9 of any rank shall be twenty-four (24) teaching units (fourteen (14) in the
10 Law School and thirty-six (36) for CVPA studio-only faculty). No full-
11 time teaching faculty member shall have a teaching assignment of fewer
12 than twenty (20) teaching units in an academic year unless approved by
13 the College/School Dean.

14 b) The goals of the University require that the average workload for full-time
15 teaching faculty consist of two (2) basic elements:

16 (1) The basic instructional workload, and

17 (2) University Service.

18 5. Other Provisions

19 a) Full-time teaching faculty are not subject to the Periodic Multi-Year
20 Review.

21 b) Full-time teaching faculty are not eligible for sabbatical leave.

22 c) The provisions contained in Article X, Retrenchment and Affirmative
23 Action, are not applicable to full-time teaching faculty.

24 **B. SALARY SCHEDULE AND BENEFITS FOR PART-TIME LECTURERS**

25 The parties agree to continue bargaining over the terms and conditions of
26 employment for Part-time Lecturers; provided, that any such proposals shall be
27 subject to ratification by the Union and the Administration.

28 1. Benefits – the Administration agrees to provide full GIC benefits, effective
29 September 1, 2005, for all eligible Part-Time Lecturers (PTLs).

30 a) Attaining eligibility: PTLs who have taught 48 or more units (60 or more
31 units for CVPA studio-only faculty) over the time period encompassing
32 eight (8) of the past nine (9) semesters or greater will be eligible for
33 benefits. University Extension courses taught during the Fall and Spring
34 semesters shall count towards eligibility.

- 1 b) Initial status for eligibility: Once eligibility has been attained, PTLs with
2 half-time or greater status will be benefited. Half-time status is defined as
3 teaching 6 or more units per semester (7.5 units for CVPA studio-only
4 faculty) plus additional service duties assigned by the Department Chair,
5 in consultation with the College Dean.
- 6 c) Maintaining status: Once eligibility has been attained, PTLs must teach a
7 minimum of 12 units per academic year (or fifteen (15) for CVPA studio-
8 only faculty), excluding January courses, to maintain eligibility. OCE
9 courses taught during the Fall and Spring semester will count toward the
10 eligibility requirement.
- 11 d) Service: All benefited PTLs will perform additional service duties
12 assigned by the Department Chair, in consultation with the College Dean.
13 These additional duties may be department-based, college-based, or
14 university-based. All benefited PTLs will receive an annual stipend of
15 \$500 as compensation for performing service.
- 16 e) GIC contract: Benefits will be in effect for the period September 1 through
17 August 31, and salary for benefited PTLs will be paid over the same 12-
18 month period. If allowed by the GIC contract, PTLs who become eligible
19 shall receive benefits at the start of the Spring semester.
- 20 2. Each part-time lecturer shall receive a minimum salary per unit as follows:
- 21 a) With effect the semester commencing on or after June 30, 2020, beginning
22 with the third consecutive semester of service at the University: \$1,436;
23 for semesters 4 of 5 through and including semesters 9 of 10: \$1,633; and
24 for semesters 10 out of 11 or greater: \$1,862.
- 25 b) With effect the semester commencing on or after June 30, 2021, beginning
26 with the third consecutive semester of service at the University: \$1,465;
27 for semesters 4 of 5 through and including semesters 9 of 10: \$1,666; and
28 for semesters 10 out of 11 or greater: \$1,899.
- 29 c) With effect the semester commencing on or after June 30, 2022, beginning
30 with the third consecutive semester of service at the University: \$1,494;
31 for semesters 4 of 5 through and including semesters 9 of 10: \$1,699; and
32 for semesters 10 out of 11 or greater: \$1,937.
- 33 d) To be eligible for any retroactive pay related to the increases in the stipend
34 minima described in paragraphs (a), (b), or (c) in this section, an employee
35 must be on the payroll on the effective date of any such increase.

1 e) One-time, Lump-sum Payment
2

3 In consideration for the disruption brought about by COVID-19 and as a
4 recognition for the cooperation demonstrated by members of the
5 bargaining unit, members of the bargaining unit who are on the payroll
6 during the pay period during which the payment described in this
7 paragraph is implemented, shall receive a one-time, lump-sum payment of
8 not less than \$250. This payment shall be calculated as \$1000 pro-rated by
9 the full-time equivalent of each member's assigned workload during the
10 semester in which the payment is implemented.

11 **C. HIRING OR RENEWAL OF CONTRACT**

12 1. All Lecturers shall be notified of their hiring or contract renewal at least
13 fourteen (14) days in advance of the beginning of the semester.

14 2. Benefited Lecturers in a department shall be offered contracts on the basis of
15 seniority (greatest total number of semesters) for six (6) units per semester,
16 provided that there are vacancies for six (6) units that they are academically
17 qualified to teach in the department.

18
19 If there remain courses being offered by the department without an assigned
20 instructor, then the non-benefited Lecturers in a department who are members
21 of the bargaining unit shall be offered contracts on the basis of seniority for
22 three (3) units per semester, provided that there are vacancies for three (3)
23 units that they are academically qualified to teach in the department

24
25 If there remain vacancies after each Benefited Lecturer in a department has
26 been assigned six (6) units and each non-Benefited Lecturer in a
27 department who is a member of the bargaining unit has been assigned three
28 (3) units, all additional contracts shall be offered to Lecturers on the basis of
29 seniority.

30 3. Lecturers in the bargaining unit, providing that they meet the needs of the
31 department, shall have preference in hiring within the University for courses
32 offered to lecturers.

33 4. The Department Chairperson shall be responsible for evaluating each part-
34 time lecturer annually and for recommending or not recommending each part-
35 time lecturer for reappointment. All part-time lecturers shall be evaluated in
36 teaching effectiveness. Benefited part-time lecturers shall also be evaluated on
37 the basis of any other responsibilities identified in their individual
38 appointment letters.

1 5. A Lecturer who teaches ten (10) or more units in a semester (six (6) or more
2 units at the Law School) shall be considered a full-time lecturer for that
3 semester.

4
5 Lecturers who teach fewer than ten (10) units (or thirteen (13) for CVPA
6 studio-only faculty) in a semester shall be considered Part-Time Lecturers for
7 that semester.

8 6. Once an individual achieves eligibility for inclusion in this bargaining unit,
9 this eligibility shall be in effect for all subsequent contracts issued as a
10 Lecturer. In all cases where a department makes such a request and the Dean
11 agrees, contracts will be offered on a two-semester (Fall/Spring of an
12 academic year) or multi-year basis.

13 **D. BENEFITS**

14 The members of the bargaining unit shall continue to be covered by all the fringe
15 benefits provided by law.

16
17 Part-Time Lecturers shall be eligible for benefits as provided in Article XI(C)(1)
18 (Life Insurance), (C)(2) (Group Insurance), (C)(3) (Workmen's Compensation),
19 (C)(6) (Annuities), (C)(7)(b) (Funeral Leave), (C)(7)(c) (Family Leave), (C)(7)(d)
20 (Other Leaves), (C)(8) (Sick Leave Bank), and (C)(10) (Health and Welfare) to
21 the extent permitted by Massachusetts law and/or the Massachusetts Group
22 Insurance Commission.

23 1. Tuition Remission

24
25 All Part-Time Lecturers shall be eligible for system-wide tuition remission
26 benefits to the extent such are provided pursuant to the Higher Education
27 Coordinating Council System Wide Tuition Remission Policy for Higher
28 Education Employees.

29 2. Sick Leave

30
31 All Part-Time Lecturers shall be entitled to one (1) day sick leave per semester
32 per three (3) units of teaching under contract. Accruals shall be posted at the
33 beginning of each semester/contract period. There shall be no limit on
34 accumulation.

35 3. Grievance

36
37 All Part-Time Lecturers shall have all the benefits of the grievance procedure
38 as outlined in this Agreement.

1

WORKING CONDITIONS

2

Part-Time Lecturers shall receive appropriate clerical and technical support in carrying out their responsibilities while employed by the University. All PTLs will be provided office or other space that supports the duties required by the Chair.

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2 **ARTICLE XVI**
3 **RESEARCH FACULTY, CLINICAL FACULTY, RESEARCH ASSOCIATE,**
4 **CLINICAL LAW FELLOW and TECHNICAL ASSOCIATE**

5 **A. RESEARCH FACULTY**

6 1. Definition

7 Research faculty are full-time, non-tenure-eligible faculty members who are
8 qualified to engage in, be responsible for, or oversee a significant area of
9 research or scholarship. These are grant-funded positions, with a twelve (12)
10 month term of service and the opportunity for multiple year and consecutive
11 appointments. Appointments to this track may be at the level of Research
12 Assistant Professor, Research Associate Professor or Research Professor
13 depending on qualifications and experience.

14
15 Research faculty may serve as principal or co-principal investigators on grants
16 or contracts administered by the University. Research faculty may serve on
17 departmental, college/school and university committees but may not
18 participate in personnel decisions. Research faculty also may serve on
19 graduate student supervisory committees but may not serve as sole chairs of
20 graduate student committees.

21
22 Research faculty are eligible for the same benefits as Research Associates.
23 They are not eligible for sabbatical leaves.

24 2. Terms of Appointment

25
26 The following guidelines apply to the appointment, evaluation, responsibilities
27 and reappointment of research faculty.

28
29 Requirements

30 a) Minimum requirements to be met for appointment of or promotion to
31 Research Assistant Professor include a Ph.D. or terminal degree in a
32 discipline germane to the research programs of the University; and
33 evidence of strong research abilities and potential for scholarship.

34 b) Minimum requirements to be met for appointment or promotion to
35 Research Associate Professor include: an exemplary level of
36 accomplishment as measured against the contribution of others in their
37 field; professional conduct conducive to a collegial work environment and
38 standards of professional integrity that will advance the interests of the
39 University; an area of specialization compatible with University priorities;
40 and evidence indicating a commitment to maintaining the level of
41 competence in research expected of a faculty member.

- 1 c) Minimum requirements to be met for appointment of or promotion to
2 Research Professor include: continuing accomplishments and evidence of
3 national and international recognition in research; and evidence of
4 valuable professional service.
- 5 3. Limitations
- 6 a) Research faculty positions are non-tenure track, non-tenure accruing, and
7 no form of tenure, implied or otherwise, is associated with these positions.
- 8 b) Research faculty appointments are grant-funded and generally for a period
9 of 12 months. No appointment (including reappointment, with or without
10 promotion) shall be for a term of more than three (3) years. The university
11 may appoint a research faculty for consecutive terms.
- 12 c) Like other faculty members at the University, research faculty shall be
13 evaluated annually. The evaluation should focus on performance in the
14 category of Scholarship and Professional Activities.
- 15 d) The official duties of a research faculty member shall consist of at least
16 fifty percent (50%) research, scholarly, or artistic endeavors, but will have
17 no significant amount of recurring teaching assignments.
- 18 e) Research faculty are not eligible for sabbatical leave. Other benefits and
19 privileges (e.g. one (1) year termination notice) may be negotiated and
20 should be clearly stated in the offer letter or the reappointment letter.
- 21 f) A research faculty member is expected to be an integral part of the
22 academic unit and actively participate in departmental and college/school
23 scholarly activities within the guidelines of the university.
- 24 4. Process of Appointment, Reappointment, and Promotion
- 25 a) A request for an appointment to a research faculty position (including
26 reappointment, with or without promotion) must be initiated by an
27 academic unit following procedures in place for all faculty appointments,
28 including those in colleges, schools, departments, centers, and institutes.
29 The package must include a position authorization form showing that the
30 appointment is not tenure accruing, as well as the credentials of the
31 candidate and a letter of recommendation from the unit head(s) justifying
32 the request for the title.
- 33 b) The promotion procedures for the department and college/school must be
34 followed if the case is for a promotion.

1 **B. CLINICAL FACULTY**

2 1. Governance & Participation in Decision Making.

3

4 Notwithstanding any provision contained in Article V to the contrary, full-time
5 clinical faculty may participate in governance and decision making as follows:

6 a) Clinical faculty, at any rank, with more than two (2) years of service in the
7 same department shall be eligible to participate in the process for electing
8 a Department Chairperson.

9 b) Clinical faculty, at the rank of clinical assistant professor, clinical associate
10 professor, or clinical professor, with more than two (2) years of service in
11 the same department, shall be eligible to serve as voting members of the
12 Faculty Evaluation Committee in matters relating to personnel actions
13 concerning clinical faculty, but excluding any matters relating to personnel
14 actions, including appointment, re-appointment, tenure, or promotion of
15 tenured or tenure-track faculty.

16 c) Clinical faculty shall not be eligible to serve on or vote in any election for
17 candidates to serve on a College Academic Council.

18 d) Clinical faculty shall be eligible to serve as voting members on other
19 relevant department or other standing or *ad hoc* committees, but shall not
20 be eligible to participate in any matter concerning standards for or
21 personnel actions related to appointment, re-appointment, tenure, or
22 promotion of tenured or tenure-track faculty.

23 2. Initial Appointments

24

25 Notwithstanding any provision contained in Article VI to the contrary, the
26 following shall be applicable to the initial appointments of clinical faculty:

27 a) All appointments of clinical faculty shall be without tenure, without credit
28 toward tenure, and without eligibility for tenure.

29

30 Clinical faculty shall maintain or attain licensure and/or certification, as
31 appropriate.

32 b) All appointment letters shall include rank at time of hire, annually salary,
33 length of appointment and a description of duties and responsibilities,
34 including teaching load, which may vary depending on service or other
35 responsibilities related to the position.

1 c) Initial appointments of clinical faculty shall ordinarily be at the rank of
2 Clinical Instructor or Clinical Assistant Professor and shall ordinarily be
3 for a term of two (2) years.

4 d) The initial two-year appointment and the first two-year appointment
5 renewal (a total of four (4) years) shall constitute a probationary period
6 leading to a continuous appointment.
7

8 Personnel actions that occur during a probationary appointment shall not
9 be subject to the grievance procedure contained in Article XVII.

10 e) Minimum Requirements for Appointment.

11 (1) Clinical Instructor

12
13 This is an entry-level rank which requires completion of the
14 Master's degree and academic/professional certification as required
15 for the position responsibilities. The Provost may approve
16 exceptions to this requirement at the request of the College/School
17 Dean and with the acceptance of the Faculty Federation.

18 (2) Clinical Assistant Professor

19
20 This is an entry-level rank which requires an earned terminal degree
21 in discipline or a Master's degree in the discipline and an earned
22 terminal degree in the relevant or closely related disciplinary area,
23 and academic/professional certification as required for the position
24 responsibilities. The Provost may approve exceptions to this
25 requirement at the request of the College/School Dean and with the
26 acceptance of the Faculty Federation.

27 (3) Clinical Associate Professor

28
29 Initial appointment to this rank is discouraged. This rank requires an
30 earned terminal degree in the discipline or a Master's degree in the
31 discipline and an earned terminal degree in the relevant or closely
32 related disciplinary area, and academic/professional certification as
33 required for the position responsibilities, and demonstrated
34 successful teaching experience. The Provost may approve
35 exceptions to this requirement at the request of the College/School
36 Dean and with the acceptance of the Faculty Federation.

37 (4) Clinical Professor

38
39 Initial appointment to this rank is discouraged. This rank requires an
40 earned terminal degree in the discipline or a Master's degree in the

1 discipline and an earned terminal degree in the relevant or closely
2 related disciplinary area, and academic/professional certification as
3 required for the position responsibilities, and demonstrated
4 substantial and successful teaching experience. The Provost may
5 approve exceptions to this requirement at the request of the
6 College/School Dean and with the acceptance of the Faculty
7 Federation.

8 3. Personnel Recommendations

9
10 Notwithstanding any provision contained in Article VII to the contrary, the
11 following shall be applicable to the personnel recommendations of clinical
12 faculty.

13 a) Clinical faculty shall be evaluated for personnel recommendations based
14 on the categories of Teaching Effectiveness and Advising, Scholarship and
15 Professional Activities, and University Service.

16 b) For personnel actions involving promotion, the clinical faculty member,
17 the Department Chair, and Dean shall agree on (an) external scholar(s) for
18 the purposes of soliciting one (1) letter of evaluation of the individual's
19 Scholarship and Professional Activities. Using a standard form, the
20 Department Chairperson shall solicit the evaluation letters.

21 c) Ratings for Annual Evaluation

22
23 The following ratings for the annual evaluation of clinical faculty are
24 established:

25 (1) Highly Recommended

26
27 Excellent in Teaching Effectiveness and Advising, Excellent or a
28 Very Good in Scholarship and Professional Activities, or University
29 Service and no Unsatisfactory rating.

30 (2) Recommended

31
32 Very Good in Teaching Effectiveness and Advising, and in
33 Scholarship and Professional Activities, or University Service, and
34 no Unsatisfactory ratings.

35 (3) Not Recommended

36
37 Failure to meet the standards under the "Recommended" rating.

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d) Ratings for Appointment Renewal and Promotion

Following are the ratings for the evaluation of clinical faculty for appointment renewal and promotion recommendations:

(1) Recommended

Excellent in Teaching Effectiveness and Advising, an Excellent or a Very Good in Scholarship and Professional Activities, or University Service and no Unsatisfactory ratings.

(2) Not Recommended

Failure to meet the standards under the “Recommended” rating.

e) Promotion Increment

Individuals promoted to Clinical Assistant Professor or to Clinical Professor during an academic year shall receive a promotion increase of \$3,000, in addition to any contractual salary increments, effective September 1st of the following year.

f) Each appointment renewal shall be made at the reasonable discretion of the University and shall be based on the clinical faculty member’s performance measured against the standards established pursuant to Article VII(A), as appropriate to their specific work assignments, as well as institutional needs including academic, enrollment, teaching priorities, the requirements of the academic unit, and the strategic direction of the College/Department.

In addition, clinical faculty shall include evidence of Clinical Professional Excellence and identified in Section 2(a) of this Article.

g) The timelines for each appointment renewal shall generally follow the timelines for probationary contract renewal contained in Article VII(F)(1).

h) Continuous Appointment shall mean an appointment with no end date. Clinical faculty who are appointed to a continuous appointment are not subject to periodic reappointment and may be discharged only for cause or may be laid off due to insufficient funding or changes to the instructional or other needs in the department, including circumstances in which the work performed by that faculty member is to be eliminated, reduced, or reassigned to a tenured or tenure-track faculty member.

1 (1) Discharge for Cause
2

3 When appropriate, prior to initiating discharge procedures, the
4 Department Chairperson may employ progressive discipline or other
5 remedial efforts to resolve any performance deficiencies.

6 (a) Initiation of Discharge Procedures.
7

8 The Dean, in consultation with the Department Chairperson,
9 shall initiate the discharge process, by submitting a formal
10 charge and recommendation for discharge to the Provost, with
11 a copy to the Department Chairperson, the faculty member,
12 and the Union. The charge shall include:

- 13 (i) A detailed statement of the facts on which the
14 recommendation to discharge is predicated;
- 15 (ii) The names of any individuals who may have direct
16 knowledge of the facts and circumstances of the matter;
- 17 (iii) Any known relevant documentary evidence.

18 Within ten (10) days of receipt of the charge, the faculty
19 member may submit a response to the Provost, with copies to
20 the Dean, the Department Chairperson, and the Union. Such
21 response may include answers to the allegation(s) or other
22 relevant information, the names of additional individuals who
23 may have direct knowledge of the facts and circumstances of
24 the matter, and any additional relevant documentary evidence.
25

26 Any written charge or response may be amended upon the
27 discovery of additional information.

28 (b) Hearing Procedures.
29

30 The Dean shall convene a panel of not fewer than three (3)
31 and not more than six (6) faculty members from the
32 college/school, but from outside the department, who will
33 serve as the Hearing Panel for the purpose of conducting a
34 hearing and rendering a recommendation to the Dean. The
35 Department Chairperson shall be an *ex-officio*, non-voting
36 member. The Hearing Panel shall designate a chair. The
37 hearing will be conducted in accordance with the following:

- 38 (i) The faculty member may be represented by the Union
39 or another University faculty or staff member; the Dean

1 Recommendations and decisions at each level prior to the
2 Chancellor’s final decision on appeal are non-grievable, unless
3 arbitrary or capricious.

4 (2) Layoff and Recall

5
6 A clinical faculty member on a continuous appointment may be laid
7 off due to insufficient funding or changes to the instructional needs
8 in the department, including circumstances in which the work
9 performed by that faculty member is to be eliminated, reduced, or
10 reassigned to a tenured or tenure track faculty member.

11 (a) Notice of Layoff

12
13 The Dean shall provide at least one (1) calendar year’s written
14 notice to the laid off faculty member, with a copy to the
15 Union; *provided* that the Dean may shorten such notice by
16 paying, in lieu of such notice, sixty percent (60%) of any
17 remaining salary due during such notice period.

18 (b) Recall

19
20 Any clinical faculty member who is laid off may request to
21 have their name placed on a recall list for a period of up to
22 three (3) years. In the event of an opening for which, in the
23 opinion of the Dean, a laid off faculty member is qualified,
24 such laid off faculty member, in order of layoff, shall be
25 offered the position; *provided* that, any member who is offered
26 such a position rejects or does not respond to such offer within
27 ten (10) days, shall be removed from such list.

28
29 Any clinical faculty member who is recalled following an
30 absence of one or more years, shall be required to authorize a
31 background check, consistent with the process used for new
32 hires.

33 i) Promotion

34 (1) Service Requirements

35 While length of service alone is not cause for promotion, the
36 following shall be considered the typical time to be spent in rank:

37 (a) Instructor; a minimum of five (5) years full-time University
38 teaching.

- 1 (b) Clinical Assistant Professor; a minimum of six (6) years full-
2 time University teaching. No more than three (3) years as an
3 Instructor shall count toward years in rank.
- 4 (c) Clinical Associate Professor; a minimum of six (6) years at the
5 rank of Clinical Assistant Professor.
- 6 (d) Clinical Professor; a minimum of six (6) years at the rank of
7 Clinical Associate Professor.

8 A candidate shall serve at least four (4) years in rank at the
9 University before being considered for promotion. Review will
10 normally occur no earlier than the sixth (6th) year in a full-time
11 teaching faculty position.

12
13 There is no promotion to Clinical Chancellor or Commonwealth
14 Teaching Professor.

15
16 Further requirements to be met for appointment of or promotion to
17 Associate Clinical Professor include: an exemplary level of
18 accomplishment as measured against the contribution of others in
19 their field; professional conduct conducive to a collegial work
20 environment and standards of professional integrity that will
21 advance the interests of the University; an area of specialization
22 compatible with university priorities; and evidence indicating a
23 commitment to maintaining the level of competence in teaching and
24 scholarship expected of a clinical faculty member.

25
26 Further requirements (in addition to those previously identified) to
27 be met for appointment of or promotion to Clinical Professor
28 include: continuing accomplishments and evidence of national and
29 international recognition in scholarship; and evidence of valuable
30 professional service.

31 (2) Criteria and Procedures

32
33 The criteria and procedures for promotion of full-time clinical
34 faculty shall generally follow the criteria and procedures contained
35 in Article VII(K)(3)-(7), except that the Department Faculty
36 Evaluation Committee and each subsequent levels of review shall
37 judge each full-time clinical faculty candidate for promotion on the
38 basis of the three (3) categories contained in paragraph B(3)(a) of
39 this Article and shall classify each full-time clinical faculty
40 candidate using the ratings contained in paragraph B(3)(d) of this
41 Article.

1 4. Working Conditions
2

3 Notwithstanding any provision contained in Article VII to the contrary, the
4 following shall be applicable to the personnel recommendations of full-time
5 clinical faculty.

6 a) Teaching Assignments
7

8 The teaching assignments shall be primarily in their area of
9 clinical/professional expertise. Clinical faculty shall also have advising
10 responsibilities as determined by the College/School and Department.
11

12 Teaching, scholarship, practice, and service expectations for clinical
13 faculty should incorporate activities that use and build on their
14 Clinical/Professional Excellence. Scholarship and Professional Activities,
15 and Service Activities should be closely related to the clinical areas of
16 expertise and responsibilities.
17

18 The maximum assignment per academic year shall be twenty-four (24)
19 units. The standard teaching assignment per academic year shall be
20 twenty-one (21) units. Adjustments upward or downward from this
21 standard assignment are possible with written justification and approval by
22 the faculty member, the Chairperson and the Dean. It is understood and
23 agreed that on occasion a department chair may assign more than twenty-
24 one (21) units in one (1) academic year without the approval of a faculty
25 member. The faculty member's teaching assignment will be appropriately
26 adjusted in the succeeding academic year.
27

28 The goals of the University require that the average workload for full-time
29 teaching faculty consist of three (3) basic elements:

- 30 (1) The basic instructional workload,
31 (2) Research or professional activity, and
32 (3) University Service.

33 5. Other Provisions

34 a) Full-time clinical faculty are not subject to the Periodic Multi-Year
35 Review.

36 b) Full-time clinical faculty are not eligible for sabbatical leave.

37 c) The provisions contained in Article X, Retrenchment and Affirmative
38 Action, are not applicable to full-time clinical faculty.

1 **C. RESEARCH ASSOCIATE**

2 A Research Associate is any non-faculty employee of the University whose
3 primary responsibilities are to: (a) supervise research activities or (b) to conduct
4 research activities through the University.

5
6 This employee classification will include:

- 7 • full-time and part-time employees;
8 • benefited and non-benefited employees; and
9 • temporary and permanent service employees.

10 This employee classification shall not include:

- 11 • recipients of honorific titles from the University, but who receive no
12 compensation from the University; or
13 • full-time and part-time members of the faculty and students of the University.

14 Research Associates are eligible to supervise theses and dissertations with the
15 approval of the student’s major department.

16 **D. CLINICAL LAW FELLOW**

17 A Clinical Law Fellow is any non-faculty employee of the University of
18 Massachusetts School of Law whose primary responsibilities are to work in a Law
19 clinic operated by the School of Law, specifically on direct representation, student
20 supervision, teaching and/or appellate and advocacy work. It is preferred, but not
21 required that all Clinical Law Fellows shall be admitted to the practice of law
22 before the relevant tribunal(s) before being hired.

23
24 This employee classification will include:

- 25 • Full-time and part-time employees;
26 • benefitted and non-benefitted employees; and
27 • temporary and permanent service employees.

28
29
30 This employee classification shall not include:

- 31 • Recipients of honorific titles from the University but who receive no
32 compensation from the University;
33 • full-time and part-time members of the faculty and students of the University;
34 • administrative support staff; or
35 • clerical support staff.

1 **E. TECHNICAL ASSOCIATE**

2 A Technical Associate is any non-technician employee of the University whose
3 primary responsibility is to provide technical support to employees engaged in the
4 supervision or conduct of research activities through the University.

5 This employee classification will include:

- 6 • full-time and part-time employees;
- 7 • benefited and non-benefited service employees; and
- 8 • temporary and permanent employees.

9
10 This employee classification shall not include:

- 11 • administrative support staff;
- 12 • clerical support staff; or
- 13 • students of the University.

14
15 **F. TERMS OF EMPLOYMENT OF RESEARCH AND TECHNICAL**
16 **ASSOCIATES**

17 Terms of employment for Research Associates, Technical Associates, and Clinical
18 Law Fellows shall be governed by an individual contract between the individual
19 and the, University, However, the parties recognize that work schedules for
20 Research Associates, Technical Associates, and Clinical Law Fellows may vary
21 widely within the standard payroll period, and certain individual bargaining unit
22 members have schedules, consistent with department/School goals, that require
23 them to provide services as part of their duties at night or on weekends. In
24 addition, Research Associates, Technical Associates, and Clinical Law Fellows, as
25 professionals, on occasion have to devote additional time to the completion of
26 their work. The individual contract must include the following items:

- 27 1. The precise dates and length of employment.
- 28 2. The terms of service, including but not limited to a specification of whether
29 the position is full-time or part-time, benefited or non-benefited.
- 30 3. Benefits to be offered. Full-time Research Associates and Technical
31 Associates shall receive the following minimum benefits subject to
32 availability of funds:
 - 33 a) Group Insurance under the provision of all covered University employees.

- 1 b) Participation in the Commonwealth of Massachusetts retirement program
2 or federal alternative.
- 3 c) Workers Compensation as defined in Article XI(D)(3). (Workers
4 Compensation).
- 5 d) Travel Allowance as defined in Article XI(D)(4) (Travel Allowances).
- 6 e) Ten (10) vacation days per year, incremented by one (1) after each two (2)
7 continuous years of successive employment up to a maximum of fourteen
8 (14) vacation days, with accruals earned bi-weekly and to be used within
9 the contract period that they are awarded (unused vacation days shall be
10 forfeited at the end of the contract period).
- 11 f) Fifteen (15) sick leave days per year with accruals earned bi-weekly and to
12 be used within the contract period that they are awarded (unused sick
13 leave days shall be forfeited at the end of the contract period).
- 14 g) Health and welfare plans.
- 15 h) All holidays observed by the University with the exception of floating
16 holidays.
- 17 i) Tuition waiver for courses taken by the employee and spouse and/or
18 dependents for courses offered at any of the University of Massachusetts
19 campuses with the exception of the Medical School. Research Associates
20 and Technical Associates shall receive both a tuition waiver and a fee
21 waiver (except for applied courses) for courses taken at the University.
- 22 4. A job description which will include examples of duties and responsibilities,
23 identify the individual's immediate supervisor and the person(s) who shall be
24 responsible for evaluating the individual's performance on an annual basis,
25 and state explicitly whether or not field time (at sea or on the land) is expected
26 and the anticipated extent of the field time.
- 27 5. The condition(s), if any, of contract renewal or continuation, including criteria
28 for annual evaluation. The annual evaluation of Research Associates and
29 Technical Associates shall be completed at least thirty (30) days prior to the
30 expiration of their individual contract. A written copy of the evaluation(s)
31 shall be provided to the employee. The evaluation shall include:
 - 32 a) A review of the individual's performance based on the criteria of
33 evaluation in the individual's contract.
 - 34 b) A statement of whether the individual's contract will be continued,
35 modified, or terminated upon its expiration.

1 6. Rate of compensation.

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ARTICLE XVII
GRIEVANCE PROCEDURES

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The Faculty Federation has the right to initiate or appeal a grievance involving an alleged violation of this Agreement. When the grievance concerns an act of the Chancellor, the grievance shall be heard at that level. Written decisions of the Provost or the Chancellor need be served only upon the Faculty Federation.

13

A. OBJECTIVE

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1. The Employer and the Faculty Federation recognize that adherence to the collective bargaining agreement is vital to maintaining positive labor-management relations. Accordingly, the procedures described in this Article provide for the prompt and equitable resolutions of disputes arising under the collective bargaining agreement.

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B. DEFINITIONS

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1. “Grievance” shall mean a written allegation, made by a Grievant, on a form to be provided by the Faculty Federation, that there has been a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement; *provided* that, without a specific allegation of a violation, misinterpretation, or inequitable application of a provision in the collective bargaining agreement, decisions or recommendations concerning salary, contract renewal, promotion, tenure, or sabbatical, shall not state a claim for which relief may be granted pursuant to this Article. *See*, Article VII, Preamble.
 2. “Grievant(s)” shall mean a) one or more members of the bargaining unit, as defined in Article I(B)(22); or b) the Faculty Federation, who files a Grievance.
 3. “Grievance Officer” shall mean a member of the bargaining unit who is appointed by the Faculty Federation to assist the Grievant(s) throughout the process, serve as non-voting chair of the Joint Committee on Conflict Resolution, and generally assist the parties toward resolution.
 4. “Respondent” shall mean the Employer, as defined in Article I(B)(2).
 5. “Interested Parties” shall mean the Grievant, any person (unit or non-unit) whose actions are the subject of the Grievance, and any other person who may have knowledge of the facts and circumstances giving rise to the Grievance.
 6. “Investigating Officers” shall mean the Grievance Officer and two (2) other members of the Joint Committee on Conflict Resolution, selected in the manner described in paragraph D(1)(a), below, to investigate a Grievance,

1 explore resolution, and, if necessary, recommend a decision and remedy on
2 the merits of the Grievance.

3 7. “Investigative Conference” shall mean an informal conference presided over
4 by the Grievance Officer and conducted in accordance with paragraph D,
5 below, for the purpose of obtaining relevant testimonial and documentary
6 evidence.

7 8. “Joint Committee on Conflict Resolution” shall mean a committee comprised
8 of three (3) members appointed by the Faculty Federation and three (3)
9 members appointed by the Chancellor. Members of the Committee will be
10 trained in conflict resolution and these procedures.

11 **C. GENERAL PROVISIONS**

12 1. Any member of the bargaining unit or the Faculty Federation may initiate a
13 Grievance by delivering (email is preferred) a completed Grievance to the
14 Grievance Officer and Chancellor, within fourteen (14) calendar days from the
15 date on which the Grievant knew or should have known of the facts and
16 circumstances upon which the Grievance is predicated. The Grievance must
17 include:

18 a) the specific Article(s) in the Agreement that are alleged to have been
19 violated, misinterpreted, or inequitably applied;

20 b) the names of any Interested Parties;

21 c) a statement about how or why the facts and circumstances violated,
22 misinterpreted, or inequitably applied the Agreement; and

23 d) a description of the remedy sought.

24 2. For a Grievances arising out of personnel actions, a Grievance shall not be
25 filed until the final appropriate academic administrative official on the campus
26 has made their final decision on the personnel action that is to be the subject
27 of the Grievance. Should an earlier decision-maker’s decision be overturned
28 or corrected as a result of the Grievance, that decision as well as all
29 subsequent decisions shall be re-evaluated based on the Grievance finding.

30 3. The Faculty Federation shall represent every member of the bargaining unit at
31 various levels of the grievance procedures. The Faculty Federation shall
32 provide representation for any Department Chairperson in grievances filed
33 against the actions of a Department Chairperson. When members of the
34 bargaining unit choose to handle their own grievance cases, they do so at their
35 own peril.

- 1 4. Either the Employer or the Faculty Federation may elect to not address
2 through these Grievance Procedures, including arbitration, any claim alleging
3 a violation of Article II(A) or any other claim of discrimination or retaliation
4 based upon protected characteristics that is the subject of a charge or
5 complaint filed with the MCAD, the EEOC, the OFCCP, the Federal Office of
6 Civil Rights, or in state or Federal court.
- 7 5. Interested Parties who are employees of the Employer are required to
8 participate in the Grievance process and to provide documentary and other
9 tangible evidence that is within their control but may file written objections
10 with the Investigating Officers that are based upon privilege or other legally
11 recognized excuse against participation or disclosure. The Investigating
12 Officers will attempt to resolve any such objections but, in the event the
13 Investigating Officers are unable to resolve the objection, the Chancellor shall
14 make a determination concerning compulsory participation or disclosure. In
15 the event an Interested Party does not (for any reason) participate in the
16 process or if a requested document or other tangible evidence is not provided,
17 the Investigating Officers may make an adverse or other inference as is
18 appropriate.
- 19 6. All time limitations contained within this Article shall be capable of
20 reasonable extension whenever the Investigating Officers determine that the
21 needs of justice so require, including, without limitation, to a subsequent
22 Academic Year, if necessary.
- 23 7. Service on the Joint Committee on Conflict Resolution shall be deemed
24 University service.

25 **D. PROCEDURES**

- 26 1. Informal Procedure/Investigative Conference
- 27 a) Not later than seven (7) calendar days after a Grievance is filed, the Joint
28 Committee, in a manner it shall determine, shall appoint, from the
29 members of the Committee, one (1) member of the bargaining unit and
30 one (1) member of the administration, who, together with the Grievance
31 Officer, shall be referred to as the Investigating Officers. In accordance
32 with the procedures below, the Investigating Officers shall have the power
33 to investigate the Grievance, explore resolution, and, if necessary, conduct
34 an Investigative Conference as described below and recommend a
35 decision and remedy on the merits.
- 36 (1) Should Investigating Officers not be appointed by the end of the
37 seven (7) day period, for any reason, one (1) member shall be
38 appointed from each group by random selection done by the
39 Grievance Officer.

1 (2) Should any Investigating Officer have a conflict of interest, that
2 Officer shall inform the Grievance Officer of the conflict and a
3 substitute Investigating Officer shall be appointed. If the
4 Investigating Officer does not do so and the Grievant, Faculty
5 Federation, or University assert that a conflict exists, the other
6 appointed Investigating Officers shall determine by unanimous vote
7 whether disqualification is required. Participation or involvement by
8 the Investigating Officer in the underlying actions that form the
9 basis of the grievance as well as any other situation where the
10 Grievance Officer's impartiality can be reasonably be questioned
11 shall be considered a conflict of interest.

12 b) Prior to conducting an Investigative Conference, the Investigating Officers
13 may meet (jointly or separately) with the Grievant(s) and other Interested
14 Parties in an attempt to resolve the Grievance, and may, at any time,
15 recommend to the Chancellor or designee that the Grievance ought to be
16 referred to a neutral mediator or facilitator; *provided* that, in the event the
17 Chancellor decides to refer the matter to a mediator or facilitator, this
18 process shall be temporarily suspended.

19 c) Investigative Conference

20 (1) If the Grievance is not settled with the concurrence of the Grievant
21 following any earlier attempts, not later than fourteen (14) calendar
22 days after their appointment, the Investigating Officers shall
23 convene an Investigative Conference. Attendance at the
24 Investigative Conference will generally be limited to the grievant
25 and Interested Parties and their representatives; neither the public
26 nor other members of the campus community may attend without
27 unanimous consent of the Investigative Officers. The Investigative
28 Conference shall be presided over by the Grievance Officer, who
29 shall generally control the order of the proceeding. Investigating
30 Officers may:

31 (a) Receive or request relevant documents (in advance of, during,
32 or following the Investigative Conference) from the Grievant,
33 Respondent, or others; *provided* that the Investigating Officers
34 shall provide a copy of any document received in accordance
35 with this provision to the Grievant and Respondent or their
36 representative, if any.

37 (b) Subject to the provisions contained in paragraph (C)(4) of this
38 Article, require Interested Parties or others to attend the
39 Investigative Conference to provide information, documents, and
40 other tangible things concerning the facts and circumstances
41 relevant to the Grievance.

- 1 (c) Ask questions of attendees.
- 2 (2) Interested Parties or other individual(s) who attend the Investigative
3 Conference, subject to reasonable limitations imposed by the
4 Grievance Officer, shall have the right:
- 5 (a) To be heard, to ask relevant questions of others, and to present
6 relevant documentary evidence; *provided* that the traditional
7 rules of evidence shall not apply;
- 8 (b) To be free from retaliation in any form by the Respondent,
9 Faculty Federation, Grievant(s), or any other individual; and
- 10 (c) To be accompanied by a Faculty Federation or other
11 representative of their choosing, *provided* that, as this process
12 is designed to resolve a contract dispute between the
13 Employer, the Faculty Federation, and the Grievant in good
14 faith and without legal formalism, the Faculty Federation,
15 Employer, Grievant, Interested Parties, and other individuals
16 or entities involved in the process shall not be represented at
17 the Conference by an attorney.
- 18 (3) Not later than fourteen (14) calendar days following the
19 Investigative Conference, the Investigating Officers who are
20 members of the Joint Committee on Conflict Resolution (“Voting
21 Members”) shall submit a joint investigative report and
22 recommendation to the Faculty Federation and Respondent;
23 *provided* that, if the Voting Members cannot agree on the contents of
24 a joint report, each Voting Member shall file a separate investigative
25 report and recommendation to the Faculty Federation and
26 Respondent, providing the other Voting Member with simultaneous
27 copy. Then, four (4) calendar days shall be allowed for the filing of a
28 rebuttal response by the other Voting Member.
- 29 (4) Not later than seven (7) days following receipt of the investigative
30 report(s) and rebuttal(s), if any, the Faculty Federation and the
31 Employer shall meet with the Investigating Officers and confer
32 about the investigative report(s). In the event the Faculty Federation
33 and the Employer agree with the Investigating Officers’
34 recommendation(s) or other resolution and the Grievant concurs, the
35 process shall be considered concluded and the recommendation shall
36 be implemented.
- 37 (5) If, following the process described above, the Faculty Federation
38 and the Employer cannot agree on a resolution, if the Grievant does
39 not concur in the decision, or in any case after seven (7) days

1 following the submission of the investigative report(s) and
2 rebuttal(s), if any, the Grievance Officer shall file the investigative
3 report(s) with the Chancellor and the matter shall advance to the
4 Formal Process.

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2. Formal Process

- 7 a) Not later than fourteen (14) days after the Grievance has advanced from
8 the Informal Process, the Chancellor or authorized designee, will review
9 the investigative report(s) and recommendation(s) and issue a written
10 decision, sustaining or denying the Grievance.
- 11 b) In making that decision, the Chancellor or authorized designee may meet
12 with the Grievant(s) or others who have knowledge of the facts and
13 circumstances, each accompanied by a Faculty Federation representative
14 or other representative of their choosing should the individual so desire.

15

3. Arbitration

- 16 a) Within thirty (30) calendar days of the Chancellor's decision, or the date
17 the decision should have been rendered if the Chancellor fails to render a
18 decision, the Faculty Federation ONLY may appeal the decision of the
19 Chancellor to the American Arbitration Association for arbitration.
- 20 b) The proceeding may be initiated by filing a demand for arbitration with
21 the American Arbitration Association. The Faculty Federation shall send
22 copies of its demand to the Chancellor and the President of the University.
23 A single arbitrator will be selected pursuant to the voluntary labor
24 arbitration rules of the American Arbitration Association. Where
25 acceptable to both parties to this agreement, the American Arbitration
26 Association's procedures for expedited arbitration will be utilized. A
27 hearing will be convened and concluded as soon as practicable. The
28 arbitrator shall issue a decision not later than thirty (30) days from the date
29 of the closing of the hearings. The decision shall be in writing and shall set
30 forth the arbitrator's opinion and conclusions on the issues submitted.
- 31 c) The decision of the arbitrator shall be final and binding on both parties and
32 the grievant and all will abide by it. Neither party waives its entitlement to
33 appeal an arbitrator's award pursuant to G.L.C.150c, §§10, 11 or 12.
- 34 d) The arbitrator's fees and expenses will be shared equally by the parties.

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e) The arbitrator shall limit the decision to the application and interpretation of the provisions of this Agreement and shall have no authority to alter or amend the Agreement.

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ARTICLE XVIII
DEPARTMENT CHAIRPERSONS,
GRADUATE PROGRAM DIRECTORS, and LIBRARY DIVISION HEADS

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A. DEPARTMENT CHAIRPERSONS

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1. Term, Qualification, Selection and Appointment of Department Chairpersons

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The Department Chairperson shall be appointed by the College/School Dean in consultation with and the approval of the Provost and Chancellor, said recommendation being made in accordance with the procedures described in this Article. Any tenured faculty shall be eligible to serve as Chairperson and, in cases of small departments (four (4) or fewer tenure-track faculty), tenure-track faculty shall be eligible to serve. Nominations for Chairperson shall be made by the Department faculty. The term of the Chairperson shall be for four (4) years, unless a vacancy is declared to exist by the Dean, or unless the Chairperson is recalled, as hereinafter provided, or unless the Chairperson is unable to serve by reason of death, illness, resignation, or other incapacity.

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In General

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21

The following procedures shall be followed in nominating and appointing a Department Chairperson (except in the School of Law).

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a) The Chairperson shall be appointed by the Dean in consultation with and the approval of the Provost and Chancellor.

24

b) The term of a Chairperson shall be four (4) years.

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c) If a Chairperson resigns, is removed or recalled, or is unable to serve by reason of death, illness, resignation or other incapacity; during any period for which there is a vacancy, the College/School Dean may appoint an Interim Chairperson to serve for a period not to exceed one (1) year. The Interim Chairperson appointed by the Dean shall assume the duties and responsibilities of the Chairperson as herein defined.

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In circumstances where it is not possible to appoint a Chairperson or Interim Chairperson, the Dean or designee may assume the role of acting Chairperson for the purpose of conducting the necessary business of the Department, until a Chairperson or Interim Chairperson can be appointed.

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d) Any tenured faculty member in the Department shall be eligible to serve as Chairperson; provided that, in cases of small departments (four (4) or fewer tenured/tenure-track faculty) tenure-track faculty shall be eligible to serve.

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- e) The nomination of a Chairperson shall generally follow the procedure described here:
- (1) On or before April 15 of the last year of the present Chairperson's term of office, the College/School Dean shall call for a secret ballot vote of the members of the department to nominate a faculty member of the department for Chairperson. This election shall be conducted by the appropriate Academic Council. The candidate receiving the largest number of votes cast will be the nominee. The Chairperson of the Academic Council will submit this name to the College/School Dean. In the event of a tie after two (2) votes, the Dean, in consultation with the department's faculty, will appoint an interim chairperson for one (1) year. The term of office shall commence on July 1.
 - (2) Tenured faculty shall be eligible for office and, in cases of small departments (four (4) or fewer tenure-track faculty), tenure-track faculty shall be eligible to serve.
 - (3) All faculty members and professional technicians, except for research faculty, full-time Teaching Faculty with fewer than two (2) years of service in the same department, and part-time lecturers, shall be eligible to vote in the election for Chairperson; provided that in any department where the total number of full-time Teaching Faculty with more than two (2) continuous years of service in the same department plus the number of professional technicians is greater than the number of tenured/tenure track faculty, a majority of both all eligible voters and tenured/tenure track faculty shall be necessary to nominate a Chairperson.
 - (4) The Dean may, by providing written reasons to the department faculty, decline to accept the nomination, upon which the faculty may submit an alternative nomination through the process as described in this section.
 - (5) If the Dean declines to accept the alternative nomination, the Dean may appoint any eligible faculty member from the Department to serve as Interim Chairperson for a period not to exceed one (1) year and may initiate a search for an external Chairperson in accordance with the standard University faculty hiring process.
 - (6) If the Provost elects to proceed with a search for an external Chairperson then, except under extraordinary circumstances, the

1 external Chairperson shall be appointed with a recommendation
2 for tenure in the Department at the time of hire.

3 f) In the event that the Department Chairperson chooses not to carry out the
4 duties of the office or cannot carry out said duties, an Acting Chairperson
5 shall carry out the duties. The Acting Chairperson shall be appointed by
6 agreement between the Department Chairperson and the College/School
7 Dean, for absences by the regular Chairperson of three (3) months or less.
8 For absences longer than three (3) months, an Interim Chairperson shall be
9 nominated by the Department and appointed following the procedures as
10 described in Article XVIII(A)(1)(e) above.

11 g) Actions concerning the term, qualification, selection and appointment of a
12 Chairperson shall not be subject to the grievance procedure, except where
13 such action was arbitrary or capricious.

14 2. Faculty Leaders in the School of Law
15

16 In the case of the Law School, if this Agreement assigns a task to the
17 department chairperson that is not expressly assigned to another person at the
18 Law School, that task shall be done by the chairperson of the Tenure and
19 Promotion Committee if the function arises under Article VII, and otherwise
20 by the chairperson of the Law Academic Council.
21

22 The parties agree to continue bargaining over the terms and conditions of
23 duties for Faculty Leaders in the School of Law; *provided*, that any such
24 proposals shall be subject to ratification by the Union and the Administration.

25 3. Removal or Recall of Department Chairperson
26

27 The parties agree that the following procedures for the recall or removal of a
28 Department Chairperson shall not be used until a Department Chairperson has
29 served at least twelve (12) months from the date of their appointment.

30 a) Removal of a Department Chairperson by the Dean
31

32 The Dean for just cause may remove a Chairperson and declare a vacancy
33 to exist at any time provided they give reasons for their declaration to the
34 Department Chairperson, all tenured members of the Department and the
35 Faculty Federation. The action of the Dean in this regard shall not be
36 subject to grievance unless the reasons were arbitrary or capricious.

37 (1) If, after a minimum of one (1) years' service, a Chairperson
38 demonstrates repeated willful neglect or poor performance of their
39 agreed-upon duties, the College/School Dean, in consultation with
40 the Provost, and upon written notification to the Provost, the

1 Chairperson, and the tenured members of the Department, may
2 remove the Chairperson for cause; except that, in unusual
3 circumstances, where the Department faculty and the Dean agree,
4 the Chairperson can be removed at other times.

5 (2) Upon the recall or removal of a Chairperson, the vacancy provisions
6 of Article XVIII(A)(1)(c) shall apply, and a successor Chairperson
7 shall be appointed in accordance with the provisions described in
8 Article XVIII(A)(1)(e) above.

9 (3) The action of the Dean in this regard shall not be subject to
10 grievance, except where such action was arbitrary or capricious.

11 b) Recall of a Department Chairperson by the Department

12 c) The Department faculty has the right to initiate the process to recall the
13 Chairperson where the faculty members are of the opinion that the best
14 interests of the students and faculty are not being represented by the
15 actions of the Chairperson. Generally, the following procedures for the
16 recall of a Department Chairperson shall not be used until a
17 Chairperson has served at least (12) months from the date of their
18 appointment. Any Chairperson who is appointed through an external
19 search may not be recalled until they have served one (1) full
20 Chairperson term of four (4) years. In unusual circumstances, where
21 the Department faculty and the College/School Dean agree, the
22 Chairperson can be recalled at other times.

23 (1) The filing with the Dean of a petition to recall signed by a minimum
24 of thirty percent (30%) of the tenured/tenure-track faculty and
25 professional technicians of the department.

26 (2) Upon receipt of a petition to recall, the Dean will notify the
27 appropriate Academic Council to give fourteen (14) days written
28 notice to all department members eligible to vote in the nomination
29 of a Chairperson setting forth the time, the date and the place where
30 the recall election by secret ballot will be held.

31 (3) A two-thirds (2/3) vote of all the tenured/tenure-track members of
32 the Department shall be required to recommend to the Dean that a
33 vacancy be declared to exist in the office of Department
34 Chairperson. Upon certification of the recall results by the Academic
35 Council, the Dean and the Provost, the Dean shall notify the
36 appropriate Academic Council to call for a new election following
37 the procedures delineated in Article XVIII(A)(1)(e) above.

1 (4) Any Chairperson who is appointed through an external search may
2 not be recalled until they have served one (1) full chairperson term
3 of four (4) years; except that, in unusual circumstances, where the
4 Department faculty and the Dean agree, the Chairperson can be
5 recalled at other times.

6 4. Externally Hired Chairpersons

7 a) Where the College/School Dean, after consultation with the tenured
8 faculty of the Department, recommends, and the Provost elects to proceed
9 with, an external Chairperson, the Dean may initiate a search for an
10 external Chairperson in accordance with the standard University faculty
11 hiring process.

12 b) Except in extraordinary circumstances, whenever an external Chairperson
13 is brought in, this person shall be appointed with a recommendation for
14 tenure in the Department at the time of hire.

15 c) This person shall become a member of the Faculty Bargaining Unit and
16 become subject to this Article and the CBA.

17 5. The Chairperson's Role and Responsibilities

18
19 The Department Chairperson shall be responsible to the Chancellor of the
20 University through the College/School Dean who has overall authority and
21 responsibility for the College/School, and through the Provost who, as Chief
22 Academic Officer under the Chancellor, has primary responsibility for
23 university academic programs and authority over all Colleges and Schools.

24
25 The primary responsibilities of the Department Chairperson will be to:
26 evaluate faculty members within their department (as described in Article
27 VII), assign teaching duties (as described in Article VIII) and complete those
28 tasks required to support the students and faculty in the Department.

29
30 Department Chairpersons shall submit proposed course schedules to the
31 appropriate Dean no later than December 1 for the following fall semester and
32 no later than March 1 for the following spring semester.

33
34 The overall responsibilities of each Department Chairperson shall be to lead
35 and promote the academic and intellectual growth of their department and the
36 effective use of, and advocacy for, the educational/instructional resources and
37 programs within the department in meeting the needs of the students, faculty
38 and staff sufficiency, and the objectives of the College/School. These activities
39 may include:

- 1 • Leads the faculty in the development and articulation of the vision and
2 goals for the department in accordance with the College/School and
3 University strategic plan.
- 4 • Works with the Dean's Office and the Office of Human Resources to
5 recruit and encourage a diverse faculty and student body.
- 6 • Where appropriate, encourages faculty to submit grant proposals and
7 other solicitations for external support for teaching and scholarship.
- 8 • Works with the Dean's Office to develop, with appropriate resources, a
9 mentoring program for junior faculty to assist them in establishing their
10 teaching and scholarship.
- 11 • Supervises the activities of administrative staff and professional
12 technicians assigned to the department.
- 13 • Encourages and reinforces a positive working environment; works with
14 faculty and the Dean's Office to resolve disputes and disagreements
15 within the constraints of the contract and available resources and, where
16 necessary, refers issues to the appropriate University offices.
- 17 • Assists and encourages the department faculty in their pursuit of
18 excellence in teaching, learning and scholarship.
- 19 • Fosters and leads a department culture of continuous improvement.

20 Within workload and resource constraints, each College/School Dean and
21 Chairperson together shall develop the specific and appropriate activities to be
22 undertaken during the Chairperson's contractual period. These duties may
23 include.

- 24 • Recruiting candidates for faculty positions within their department
25 following University policy and procedures;
- 26 • Evaluating faculty members within their department in accordance with
27 the provisions set forth in Article VII of the CBA;
- 28 • Assigning faculty teaching obligations in accordance with the prescribed
29 curriculum, and of the workload provisions set forth in Article VIII of the
30 CBA;
- 31 • Implementing approved academic standards and policies as they pertain to
32 departmental programs;

- 1 • Preparing estimates of future educational, fiscal and physical needs of the
2 Department;
- 3 • Cooperating with appropriate departmental committees and the
4 College/School Dean to conduct the periodic review of departmental and
5 course curricula, course descriptions, etc. to ensure their currency and
6 compliance with professional practice and accreditation standards;
- 7 • Assigning faculty offices in accordance with Article VIII(H)(1);
- 8 • Ensuring that student course ratings are performed for all courses taught
9 by faculty in the Department;
- 10 • Forming appropriate Department committees and assigning tasks to ensure
11 performance of Departmental service activities;
- 12 • Other duties specifically provided for elsewhere in the CBA, Department
13 Chairperson duties being subject to negotiation with the Faculty
14 Federation.

15 In the discharge of these responsibilities, the Department Chairperson shall
16 consult with the members of their Department and the College/School Dean.

17 The description of a Chairperson's responsibilities is attached to this
18 agreement as Appendix A. The specific and appropriate activities will be
19 further defined each academic year through consultation between the
20 Chairperson and the College/School Dean.

21 6. Evaluation of Chairperson

22 The Department Chairperson shall be evaluated annually in a separate
23 category of "Academic Leadership/Administration". This evaluation will be
24 used to assess eligibility for Merit II award.

- 25 a) In the case of Department Chairpersons, the Department Faculty
26 Evaluation committee shall prepare an annual evaluation of the
27 Chairperson. In addition to the categories defined in Article VII(A), this
28 evaluation shall include a separate evaluation category of "Academic
29 Leadership/Administration" that addresses the Chairperson's effectiveness
30 in meeting the mutually agreed upon duties and responsibilities for the
31 position of Chairperson.
- 32 b) At or near the beginning of each academic year, the Dean shall distribute
33 to all the tenured members of the Department a copy of the document
34 describing the duties and responsibilities of the Department Chairperson in
35 the area of "Academic Leadership/Administration" that have been

1 mutually agreed to by the Chairperson and the Dean for the forthcoming
2 year. This document shall be used by the Department Faculty Evaluation
3 Committee to perform the required annual evaluation of the Chairperson
4 in the category of “Academic Leadership/Administration”.

5 c) The evaluation of “Academic Leadership/Administration” of the
6 Chairperson by the Dean referred to in Article VII(G)(1) shall include an
7 evaluation of the mutually agreed upon duties and responsibilities and
8 shall be separate and not included in any other category of performance.

9 d) The Academic Leadership/Administration” evaluation will be used to
10 assess eligibility for Merit II award for Chairpersons.

11 7. Chairperson’s Compensation

12 Chairpersons shall receive a financial stipend that is in addition to the regular
13 faculty compensation and shall be a part of the individual's base salary. The
14 stipend is included as part of the base salary for purposes of determining the
15 salary rate increments for percentage increases.

16 a) The Formula for Chairperson Compensation

17
18 The compensation for carrying out the responsibilities associated with
19 being Department Chairperson shall be determined based on the
20 complexity of the department according to the model outlined below.

21
22 There are thirteen (13) factors considered in determining the complexity of
23 an academic unit. Of these, ten (10) factors are important indicators of the
24 size of the department, the remaining three (3) factors are also indicators
25 of the complexity of the department:

26 (1) Total headcount of full-time faculty.

27 (2) Total number of PTLs (defined as adjuncts teaching in day program
28 and adjuncts teaching day program courses online).

29 (3) Number of undergraduate student majors.

30 (4) Number of graduate students pursuing the master’s degree.

31 (5) Number of graduate students pursuing a doctoral degree.

32 (6) Number of undergraduate degrees produced.

33 (7) Number of master’s graduate degrees produced.

34 (8) Number of doctoral degrees produced.

- 1 (9) Total expenditures from externally-funded research grants.
- 2 (10) Student-credit-hours delivered.
- 3 (11) Number of degree programs offered.
- 4 (12) Total number of full-time equivalent (20 hours/week) Graduate
5 Student Assistants (Teaching Assistant, Teaching Fellow,
6 Instructional Assistant, Studio Assistant, Clinical Assistant,
7 Graduate Assistant and externally-funded Research Assistant)
8 employed within the Department.
- 9 (13) Number of FTE support staff.

1

These factors generate points as described below:

Category		Points				
		1	2	3	4	
Faculty Headcount	full-time	1 – 6	7 – 14	15 – 30	> 30	
	part-time	1 – 3	4 – 8	9 – 18	> 18	
Enrollment	Undergraduate Major	1 – 100	101 – 200	201 – 300	> 300	
	Graduate Masters	1 – 40	41 – 70	71 – 100	> 100	
	Graduate Doctoral	1 – 6	7 – 14	15 – 25	> 25	
Degrees Awarded	Undergraduate Baccalaureate	1 – 15	16 – 30	31 – 50	> 50	
	Graduate Masters	1 – 5	6 – 15	16 – 30	> 30	
	Graduate Doctoral	1	2	3	> 3	
External Grant Expenditures	(dollars)	\$1 – \$200,000	\$200,001 – \$400,000	\$400,001 – \$600,000	> \$600,000	
Student Credit Hours Delivered	(excluding OCE courses)	1 – 1000	1001 – 2500	2501 – 5000	> 5000	

2

Category	Points				
	0.5	1	1.5	2	
Number of Degree Programs Offered	2	3	4	>4	
Number of FTE Graduate Assistants	2	3	4	>4	
Number of FTE Support Staff	2 – 4	5 – 7	8 – 10	>10	

1 The points used to determine the Chairpersons' compensation shall be
2 calculated on a three (3) year moving average:

Total Points	Annual Compensation
10 or fewer	\$8,500
10.5 – 19	\$11,000
19.5 – 28	\$13,500
28.5– 37	\$16,000
37 or more	\$18,500

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4 The stipend outlined above constitutes the only additional compensation for
5 the Chairpersons contractual period per Article XVIII to which Department
6 Chairpersons will be entitled for carrying out the duties of the Chairperson.

7 b) Department Chairpersons shall be responsible for up to fifteen (15) days
8 of service during the period June 1 through August 31. Specific days shall
9 be determined by the Chancellor or the Chancellor's designee.

10 c) Stipend in the School of Law

11 The parties agree to continue bargaining over the stipend awarded to Faculty
12 Leaders in the School of Law; *provided*, that any such proposals shall be
13 subject to ratification by the Union and the Administration.

14 8. Workload Reduction for Department Chairpersons and Others

15

16 An individual who becomes a Chairperson shall have their normal workload
17 reduced automatically by three (3) teaching units per semester by virtue of the
18 increased duties and obligations inherent in the position of Department
19 Chairperson.

20

21 The College/School Dean may provide further workload reduction to a
22 Department Chairperson if such further reduction is warranted by the size and
23 complexity of the Department and its program(s).

24 The reduction received by a Department Chairperson for being Chairperson
25 shall not restrict their right to apply for a research reduction according to the
26 provisions of Article VIII, Working Conditions, or to utilize any other
27 reduction that may be appropriate or available under the provisions of the
28 CBA, provided, however, that the workload for a Departmental Chairperson
29 shall not be reduced to fewer than three (3) teaching units in the classroom per
30 semester and shall not be in excess of six (6) teaching units per semester.

1 Provided further that the Chairperson's position and the teaching duties of the
2 Chairperson shall be included in the determination of student credit hours and
3 full-time equivalent student/faculty ratios.

4 An aggrieved Chairperson may appeal to the Provost on any issue relating to
5 their reduced workload. The decision of the Provost shall be final and shall
6 not be subject to the grievance procedure, except where such action was
7 arbitrary or capricious.

8 9. Department Chairperson Training/Consultation and Miscellaneous Provisions

9 Each semester the University Administration, in consultation with the Faculty
10 Federation, will determine the terms and the scope of the mandatory training
11 period for all Department Chairpersons (Faculty Evaluation Committee and
12 Academic Council chairpersons that are invited may attend on a voluntary
13 basis). This training will encompass procedural requirements provided by the
14 contract as well as relevant information.

15 a) The University will provide annual training for Chairpersons where
16 participation is required, e.g., contractual and other procedural
17 requirements, best practices in academic leadership, and updates from the
18 Office of Human Resources, including affirmative action issues and
19 workshops on problem solving methods. The Administration will consult
20 with the Faculty Federation regarding the terms and scope of this training.

21 b) The Provost may call periodic meetings of the Chairpersons for the
22 purpose of consultation and providing information, e.g., on new policies or
23 procedures, the clarification of chairperson duties, etc. provided that such
24 meetings are not for the purpose of bargaining.

25 c) The Chairpersons shall elect a representative to serve on the Executive
26 Board of the Faculty Federation. The elected representative together with
27 the Faculty Federation President shall meet with the Provost or designated
28 academic officer(s) on a regular basis.

29 d) On behalf of the Chancellor and/or Provost, designated academic
30 officer(s) shall meet with representatives of the Faculty Federation
31 regularly to facilitate the implementation of this agreement.

32 **B. GRADUATE PROGRAM DIRECTORS**

33 1. Term, Qualification, Selection and Appointment of Graduate Program
34 Directors

35 There shall be a Graduate Program Director, or in the case of intercollege or
36 inter-department graduate programs, Graduate Program Co-directors, for each

1 graduate program. For graduate programs housed in a department, school or
2 college that does not have an undergraduate program, the Department Chair(s)
3 shall serve as the Graduate Program Director or Graduate Program Co-
4 director. The Graduate Program Director shall be appointed by the Dean(s) of
5 the College/School in consultation with faculty and chair(s) associated with
6 the graduate program. The Graduate Program Director shall generally be a
7 tenured faculty member. The term of the Graduate Program Director shall be
8 for three (3) years, unless a vacancy is declared to exist by the Dean, or unless
9 the Graduate Program Director is recalled, as hereinafter provided, or unless
10 the Graduate Program Director is unable to serve by reason of death, illness,
11 resignation or other incapacity.

12 In General

13 The following procedures shall be followed in nominating and appointing a
14 Graduate Program Director.

- 15 a) For department-based graduate programs, all full-time faculty members of
16 the department shall be eligible to vote in the election nominating the
17 Graduate Program Director. In the case of interdisciplinary graduate
18 programs that involve multiple departments and/or Schools or Colleges,
19 all full-time faculty members who are eligible to advise graduate students
20 in the graduate program shall be eligible to vote in the election nominating
21 the Graduate Program Director.
- 22 b) The term of a Graduate Program Director shall be three (3) years and shall
23 end on June 30 of the third year.
- 24 c) Any tenured faculty member eligible to vote in the election nominating the
25 Graduate Program Director shall be eligible to serve as the Graduate
26 Program Director; provided that, in cases of small programs (four (4) or
27 fewer tenured/tenure-track faculty) tenure-track faculty shall be eligible to
28 serve.
- 29 d) No person shall serve as a Graduate Program Director to more than one
30 (1) graduate program at the same time.
- 31 e) Except for those departments which do not offer undergraduate degree
32 programs or in the situation where the Chairperson assumes the role of
33 Acting Graduate Program Director, no person shall serve as a Graduate
34 Program Director and as a Department Chairperson.
- 35 f) The nomination of a Graduate Program Director shall generally follow the
36 procedure described here:

- 1 (1) For department-based graduate programs; on or before April 7 of the
2 last year of the current Graduate Program Director’s term of office,
3 the Department Chairperson shall call for a secret ballot vote of the
4 eligible faculty members to elect a nominee for Graduate Program
5 Director. The appropriate Academic Council shall conduct this
6 election. The candidate receiving the largest number of votes cast
7 will be the nominee. The member of the Academic Council
8 supervising the vote will submit this name to the Chairperson who
9 will consult with the Dean. If the Dean approves the nomination, the
10 nominee shall be appointed as the Graduate Program Director. In the
11 event of a tie after two (2) votes, the Dean in consultation with the
12 Chairperson, will appoint an interim Graduate Program Director for
13 one (1) year.
- 14 (2) For interdisciplinary graduate programs that involve multiple
15 departments and/or Schools or Colleges; on or before April 7 of the
16 last year of the current Graduate Program Director’s term of office,
17 the Dean or Deans of the appropriate School/College(s) shall call for
18 the secret ballot vote of the eligible faculty members to elect a
19 nominee for Graduate Program Director. The appropriate Academic
20 Council (one of the Academic Councils if multiple colleges/schools
21 are involved) shall conduct this election. The candidate receiving the
22 largest number of votes cast will be the nominee. The member of the
23 Academic Council supervising the vote will submit this name to the
24 Dean(s). If the Dean approves the nomination, the nominee shall be
25 appointed as the Graduate Program Director. In the event of a tie
26 after two (2) votes, the Dean(s) shall appoint an eligible faculty
27 member to serve as Interim Graduate Program Director for one (1)
28 year.
- 29 (3) The Dean(s) may, by providing written reasons to the eligible voting
30 faculty of the graduate program, decline to accept the nomination,
31 upon which the faculty may submit an alternative nomination
32 through the process as described in this section. If the Dean(s)
33 declines to accept the alternative nomination, the Dean(s) shall
34 appoint an eligible faculty member to serve as Interim Graduate
35 Program Director for one (1) year.
- 36 g) If a Graduate Program Director resigns, is removed or recalled, or is unable to
37 serve by reason of death, illness, resignation or other incapacity; a new
38 Graduate Program Director shall be appointed for a three (3) year term
39 following the procedures as described in Article XVIII(B)(f) above.
- 40 h) In circumstances where it is not possible to appoint a Graduate Program
41 Director or Interim Graduate Program Director, an Acting Graduate Program

1 Director shall conduct the necessary business of the graduate program until a
2 Graduate Program Director or Interim Graduate Program Director can be
3 appointed following the procedures described in Article XVIII(B)(f) above.

4 (1) For department-based graduate programs, the Department Chairperson
5 or designee shall assume the role of Acting Graduate Program Director.

6 (2) For interdisciplinary graduate programs, the Dean of the College/School
7 or designee shall assume the role of Acting Graduate Program Director.

8 i) In the event that the Graduate Program Director chooses not to carry out the
9 duties of the office or cannot carry out said duties, an Acting or Interim
10 Graduate Program Director shall carry out the duties. In situations where the
11 Graduate Program Director shall be absent for three (3) months or less an
12 Acting Graduate Program Director as described in Article XVIII(B)(h) above
13 shall carry out the duties. For absences longer than three (3) months, an
14 Interim Graduate Program Director shall be appointed for a term not to exceed
15 one (1) year following the procedures as described in Article XVIII(B)(f)
16 above.

17 j) Actions concerning the term, qualification, selection and appointment of a
18 Graduate Program Director shall not be subject to the grievance procedure,
19 except where such action was arbitrary or capricious.

20 2. Removal or Recall of a Graduate Program Director

21 The parties agree that the following procedures shall be used for the recall or
22 removal of a Graduate Program Director.

23 a) Removal of a Graduate Program Director by the Dean(s)

24
25 The Dean(s) for just cause may remove a Graduate Program Director and
26 declare a vacancy to exist at any time provided they give reasons for their
27 declaration to all eligible voting members of the graduate program and the
28 Faculty Federation. The action of the Dean(s) in this regard shall not be
29 subject to grievance unless the reasons were arbitrary or capricious.

30 (1) If, after serving a minimum of twelve (12) months, a Graduate
31 Program Director demonstrates repeated willful neglect or poor
32 performance of their agreed upon duties, the Dean(s) of the
33 College(s)/School, in consultation with the Provost, and upon written
34 notification to the Provost and all eligible voting members of the
35 graduate program, may remove the Graduate Program Director for
36 cause; except that, in unusual circumstances, where the (2/3 of)
37 eligible voting members of the graduate program and the Dean(s)
38 agree, the Graduate Program Director can be removed at other times.

- 1 (2) Upon the recall or removal of a Graduate Program Director a
2 successor Graduate Program Director shall be appointed in
3 accordance with the provisions described in Article XVIII(B)(f)
4 above.
- 5 (3) The action of the Dean in this regard shall not be subject to
6 grievance, except where such action was arbitrary or capricious.

7 b) Recall of a Graduate Program Director by the Program Faculty

8 The eligible voting faculty members of a graduate program have the right
9 to initiate the process to recall the Graduate Program Director where the
10 faculty members are of the opinion that the best interests of the students
11 and faculty are not being represented by the actions of the Graduate
12 Program Director. Generally, the following procedures for the recall of a
13 Graduate Program Director shall not be used until a Graduate Program
14 Director has served at least twelve (12) months from the date of their
15 appointment. In unusual circumstances, where thirty percent (30%) of the
16 eligible voting members of the graduate program and the Dean(s) of the
17 College/School agree, the Graduate Program Director can be recalled at
18 other times.

- 19 (1) The filing with the Dean(s) of a petition to recall signed by a
20 minimum of thirty percent (30%) of the eligible faculty members of
21 the graduate program.
- 22 (2) Upon receipt of a petition to recall, the Dean(s) will notify the
23 appropriate Academic Council to give fourteen (14) days written
24 notice to all faculty members eligible to vote in the nomination of a
25 Graduate Program Director setting forth the time, the date and the
26 place where the recall election by secret ballot will be held.
- 27 (3) A two-thirds (2/3) vote shall be required to recommend to the
28 Dean(s) that a vacancy be declared to exist in the office of Graduate
29 Program Director. Upon certification of the recall results by the
30 Academic Council and the Dean(s), the appropriate Academic
31 Council shall be notified of the need to call for a new election
32 following the procedures delineated in Article XVIII(B)(f) above.
- 33 (4) The action of the Dean(s) and/or program faculty in this regard shall
34 not be subject to grievance, except where such action was arbitrary
35 or capricious.

1 3. The Graduate Program Director’s Role and Responsibilities

2 The overall responsibility of the Graduate Program Director shall be to meet
3 the educational and research objectives of the program as well as the
4 College/School. The Graduate Program Director shall serve as the chair of the
5 program’s graduate committee. The Graduate Program Director shall be
6 available for seven (7) business days outside the regular academic year to act
7 on required activities for the program. In this role the Graduate Program
8 Director shall be responsible for the following:

9 a) Expected Activities

- 10 (1) Liaise with the Office of Graduate Studies on all graduate program
11 matters;
- 12 (2) Liaise with University Marketing to effectively and accurately
13 communicate program characteristics and requirements;
- 14 (3) Assist with the process to recruit prospective students and encourage
15 them to matriculate;
- 16 (4) Respond in a timely fashion to prospective and current student
17 queries on admission, program requirements and degree completion;
- 18 (5) Distribute applications for admission into the graduate program to
19 the members of the program’s graduate committee for review;
- 20 (6) Forward the graduate committee recommendations regarding
21 admission into the program to the Office of Graduate Studies;
- 22 (7) Forward relevant applications to faculty eligible to advise students in
23 the program;
- 24 (8) Provide orientation to incoming graduate students, advise them
25 regarding degree requirements and assist them with course selection
26 if necessary;
- 27 (9) Oversee the academic advising of the graduate students in the
28 program, consistent with department/program practice;
- 29 (10) Monitor the academic progress of students in the program and
30 communicate with students in difficulty in a timely fashion. Refer
31 any psychosocial issues to the appropriate campus offices;
- 32 (11) Complete the degree certification for students completing the
33 graduate degree;

1 (12) Work with Department Chairperson(s) on teaching assignments for
2 graduate student assistants;

3 The Graduate Program Director shall also work with and advise the
4 appropriate Department Chairperson(s) in the following tasks:

5 (1) Ensuring that appropriate graduate courses are being offered each
6 academic semester and that there are sufficient unique courses
7 offered each academic year to allow students to progress towards
8 graduation;

9 (2) Implementing approved academic standards and policies as they
10 pertain to graduate programs;

11 (3) Preparing estimates of future instructional, fiscal and physical needs
12 of the program;

13 (4) Cooperating with appropriate curriculum committees to conduct the
14 periodic review, including for accreditation, of program and course
15 curricula, course descriptions, etc. to ensure their currency and
16 compliance with professional practice and accreditation standards;

17 (5) Tracking students post-graduation.

18 b) Additional Activities

19 The Graduate Program Director may be assigned additional tasks
20 including, but not limited to, the following:

21 (1) Perform student recruitment activities such as:

- 22 • Developing online and digital outreach materials
- 23 • Posting materials to the program's social media account.
- 24 • Soliciting recommendations from faculty
- 25 • Emailing students, based on faculty recommendations, to make
26 them aware of the program
- 27 • Meeting with students individually to discuss the program and
28 their goals

29 (2) Advisory Board Liaison and Alumni Liaison

- 30 • Organizing Advisory Board meetings

- 1 • Surveying Advisory Board to assess program outcomes
- 2 • Surveying alumni to assess whether program curriculum is
- 3 preparing students to succeed post-graduation
- 4 (3) Coordinate and promote extracurricular events such as:
- 5 • In-house Student Research Conference events
- 6 • Presentation opportunities at regional or national professional
- 7 organization meetings
- 8 (4) Where possible, develop and coordinate Internships and Graduate
- 9 Assistantship positions with other campus units and academic
- 10 departments.
- 11 • Identifying and promoting current students for such
- 12 positions

13 The specific and appropriate activities shall be determined each academic year

14 through consultation between the Graduate Program Director, the Department

15 Chairperson for department-based programs and the Dean(s) of the

16 College/School

17 4. Evaluation of Graduate Program Director

18 The Graduate Program Director shall be evaluated annually in the category of

19 “University Service”.

20 5. Graduate Program Director’s Compensation

21 Each Graduate Program Director, except when the position is held by a

22 department chairperson, shall receive a financial stipend that is in addition to

23 the regular faculty compensation.

24 a) The Formula for Graduate Program Director Compensation

25 The compensation for carrying out the responsibilities associated with

26 being Graduate Program Director and enumerated in Article XVIII(B)(3)

27 shall be determined based on the following five (5) factors. Institutional

28 Research data and three (3) year averages of the following factors will be

29 used to calculate GPD compensation.

30 (1) Number of applications for admission reviewed per year (F1)

31 (2) Number of M.S./M.A. students enrolled in the program (F2)

- 1 (3) Number of doctoral students enrolled in the program (F3)
- 2 (4) Number of M.S./M.A. degrees conferred in the program (F4)
- 3 (5) Number of doctoral degrees conferred in the program (F5)

4
$$\text{Points} = 0.1 * F1 + 0.3 * F2 + 0.3 * F3 + 0.2 * F4 + 0.4 * F5$$

5
$$\text{STEP} = \text{Round}(\text{Points}/5)$$

6
$$\text{GPD compensation} = \$750 + 500 * \text{STEP}$$

- 7 b) A Graduate Program Director who has duties beyond those enumerated in
- 8 Article XVIII(B)(3) may be entitled to compensation in addition to the
- 9 stipend outlined in Article XVIII(B)(5)(a). These extra duties and the
- 10 associated additional compensation shall be negotiated between the
- 11 Graduate Program Director, the Department Chairperson for department-
- 12 based graduate programs, and the Dean of the College/School.

- 13 c) Notwithstanding the compensation formula described in paragraphs (5)(a)
- 14 and 5(b), the minimum annual compensation for a Graduate Program
- 15 Director shall be \$1500.

- 16 d) Notwithstanding the compensation formula described in paragraphs (5)(a)
- 17 and (5)(b), for those graduate programs housed in an academic department
- 18 the compensation for a Graduate Program Director shall not exceed the
- 19 Department Chair's compensation. In the case of intercollege or inter-
- 20 department graduate programs, in no case shall the compensation for a
- 21 Graduate Program Director exceed the maximum compensation available
- 22 to a Department Chairperson.

- 23 e) Graduate Program Directors may choose to contribute all or a portion of
- 24 their additional compensation and accrue them towards covering the costs
- 25 of instruction to reduce their teaching workload. The amount of required
- 26 contribution will be based on the minimum salary per unit course credit-
- 27 hour for a part-time lecturer with fewer than four (4) semesters of service.
- 28 This workload reduction may be taken in either the Fall or Spring
- 29 semesters with the approval of the Department Chairperson provided that
- 30 the director's teaching load shall not be reduced to fewer than three (3)
- 31 teaching units in the classroom per semester.

32 **C. LIBRARY DIVISION HEADS**

- 33 1. Library Division Heads will be selected as follows:

- 34 a) On or before April 15 of the last year of the present Division Head's term
- 35 of office, the Library Dean shall call for a secret ballot vote of the
- 36 members of the division to nominate a full-time librarian of the division

1 for Division Head. The election shall be conducted by the affected
2 division. The candidate receiving the largest number of votes cast shall be
3 elected. In the event of a tie after two (2) votes, the Dean of the Library, in
4 consultation with the library division, will appoint an interim chairperson
5 for one (1) year. The term of office shall commence on June 1.

6 b) All full-time members of the division holding the rank of Library
7 Assistant, Assistant Librarian, Associate Librarian, Librarian or
8 Professional Technician shall be eligible to vote in the election for
9 Division Head.

10 2. Division Head's Compensation

11
12 Each Head of a Library Division shall receive an annual stipend. Effective
13 September 1, 2017, the amount of the stipend shall be \$2000, with the
14 possibility of additional differential compensation.

15 The parties agree that the subcommittee that was assembled to develop proposals
16 for Article XIII, "Librarians And Library Assistants," shall continue for the
17 purpose of developing proposals for such Article and a new Article XVIII(C)
18 concerning Library Division Heads; *provided*, that any such proposals shall be
19 subject to ratification by the Union and the Administration.

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ARTICLE XIX
RATIFICATION OF AGREEMENTS

After a proposal has been mutually agreed upon by the negotiators representing the Board of Trustees and the Faculty Federation, the chief negotiator for each party shall arrange for this mutually agreed upon proposal to be on the agenda of their respective organization’s next regularly scheduled meeting for action by the membership of that organization, or at an earlier meeting if conveniently possible.

ARTICLE XX
RESOLUTION OF DIFFERENCES BY PEACEFUL MEANS

The Federation agrees that it will not cause, condone, sanction or take part in any strike, walkout, slowdown or work stoppage.

The Federation and its members, individually and collectively agree that if there is a violation of this clause, that is, participation or involvement in any such strike, walkout, slowdown, or work stoppage, any or all employees violating this clause will, at the discretion of the Board of Trustees, be subject to disciplinary action as allowed by any applicable provision of state law.

ARTICLE XXI
MANAGEMENT RIGHTS

Nothing in this Agreement shall derogate from or impair any power, right or duty heretofore possessed by the Board of Trustees or by the administration except where such right, power or duty is specifically limited by this Agreement.

ARTICLE XXII
PROVISION FOR RELATED ISSUES

The Faculty Federation and the Board of Trustees agree that each has exercised its rights to bargain for provisions in this Agreement, and that the present Agreement constitutes a complete resolution on all matters. However, with respect to those matters which are directly related to any of the provisions of this Agreement the Board of Trustees agrees that it will make changes only after consultation and negotiations with the Faculty Federation.

ARTICLE XXIII
SAVINGS PROVISION

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

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ARTICLE XXIV
DURATION

The provisions of this Agreement shall be effective from July 1, 2020 and will continue to remain in full force through June 30, 2023. By March 1 prior to the expiration date either party may notify the other in writing by registered or certified mail, return receipt requested, of its desire to commence negotiations for a successor Agreement.

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, 2020 through June 30, 2023.

Agreement between the Board of Trustees of the University of Massachusetts and the American Federation of Teachers, Local 1895, AFL-CIO, Faculty Federation

Signed and Sealed this _____ day of _____, _____.

For the Union:

For Administration:

Grant O’Rielly
President
UMass Faculty Federation Local 1895

Martin T. Meehan
President
University of Massachusetts

Douglas Marshall
Treasurer
UMass Faculty Federation Local 1895

Michael Murray
Director of Labor Relations
University of Massachusetts Dartmouth

Deborah Majewski
Vice Chancellor for Human Resources
University of Massachusetts Dartmouth