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

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PREAMBLE

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.

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.

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.

ARTICLE I
UMASS FACULTY FEDERATION RECOGNITION sde DEFINITIONS

A. RECOGNITION

1. Tenured and Pre-Tenure Faculty
   Commonwealth Professor
   Chancellor Professor
   Professor
   Associate Professor
   Assistant Professor

2. Non-Tenure-Track Faculty
   Teaching Professor
   Associate Teaching Professor
   Assistant Teaching Professor
   Clinical Professor
   Clinical Associate Professor
   Clinical Assistant Professor
   Full-Time Lecturer
   Part-Time Faculty
   Part-Time Lecturer*
   Jurist in Residence
   Visiting Professor of Law
3. **Faculty Leaders**
   - Department Chairperson
   - Graduate Program Director
   - Program Director

4. **Librarians**
   - Librarian
   - Associate Librarian
   - Assistant Librarian
   - Library Assistant
   - Full-Time Visiting Librarian
   - Part-Time Visiting Librarian
   - Law Librarian
   - Associate Law Librarian
   - Assistant Law Librarian
   - Library Division Head

5. **Professional Technicians, Associates & Fellows**
   - Professional Technician I
   - Professional Technician II
   - Professional Technician III
   - Professional Technician IV
   - Research Associate
   - Technical Associate
   - Clinical Law Fellow*

6. **Research Faculty**
   - Research Professor
   - Research Associate Professor
   - Research Assistant Professor

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

1. Whenever the singular is used in this Agreement, it shall include the plural.

2. The term “Promotion” as used in this Agreement means advancement to a higher rank.

3. The term “Probationary Period” as used in this Agreement means the period of the bargaining unit member’s employment preceding the granting of tenure or continuing appointment.

4. The term “Academic Year” shall consist of the period September 1, to May 31, inclusive except for the School of Law where it shall consist of the period August 15, to May 15, inclusive, subject to variation by the Law Academic Council to ensure complete fall and spring semesters over a period not less than nine (9) months and not more than forty (40) weeks, and to accommodate graduation, which may occur outside this period.

5. The term “Employer” shall be defined as the University of Massachusetts Board of Trustees acting through the Chancellor of the University of Massachusetts Dartmouth or their designee.

6. The term “Trustees” refers to the Board of Trustees for the University of Massachusetts.

7. The term “University System” refers collectively to all educational facilities or academic locations under the control of the Trustees.

8. The term “University” as used in this agreement means the University of Massachusetts Dartmouth.

9. The term “Campus” as used in this agreement means any single educational facility or academic location, including virtual or online locations, of the University.

10. The term “Department” as used in this agreement means any recognized instructional or service unit.

11. The term “Administration” as used in this agreement means the President, the University of Massachusetts Dartmouth Chancellor and other principal administrative officers of the University; such designation is not to include individuals and positions as defined under Section A. of Article I., in the Educational Services Unit Contract or Section A. of Article I., of the Trustees/Faculty Federation Agreement. The Administration shall be responsible for the management of the University of Massachusetts Dartmouth.
12. The term “Chancellor” as used in this agreement means the Chancellor of the University of Massachusetts Dartmouth.

13. The term “Provost” as used in this agreement means the Chief Academic Officer of the University of Massachusetts Dartmouth.

14. The term “Chief Research Officer” as used in this agreement means the Chief Research Officer, or where no such person exists, the Provost (or their designee).

15. The term “Dean” or “Dean of the College” as used in this Agreement means the Deans of the Colleges or Schools of the University or the Dean of Library Services of the University.

16. The term “Department Chairperson” as used in this Agreement shall mean the individual duly selected in accordance with Article XVIII(A)(1)(f); except that, for personnel actions, including matters pertaining to salary, concerning such individual, the Department Chair shall not be such individual and, instead shall be: a) the co-Department Chairperson if one exists; or b) an Acting Department Chairperson selected in accordance with Article XVIII(A)(1)(f); provided that, if the Acting Chairperson is the college dean, in any procedure requiring a separate action or recommendation by the Department Chairperson, such separate action or recommendation shall be completed by the most senior tenured faculty member in the department.

17. The term “Federation Representative” as used in this Agreement means any officially designated representative of the Faculty Federation.

18. Members of the bargaining unit who are appointed to an Academic Administrator position shall be considered non-unit employees for the duration of their administrative appointment.

19. The term “Faculty” as used in this Agreement means a member of the bargaining unit enumerated in the recognition clause Article I(A)(1)-(2) who: 1) teach at least one (1) course per academic year, or 2) are on a full-year sabbatical leave, or 3) are on an approved leave of absence.

20. The term “Non-Tenure-Track Faculty” as used in this agreement means a member of the bargaining unit enumerated in the recognition clause Article I(A)(2).

21. The terms “Part-Time Faculty” and “Part-Time Lecturer” as used in this Agreement mean a member of the bargaining unit whose primary responsibility is teaching, is not “Full-Time” and teaches at least one (1) course.
22. The term “Clinical Faculty” as used in this Agreement means a member of the bargaining unit holding the title of Clinical Professor, Clinical Associate Professor, or Clinical Assistant Professor.

23. The term “OCE Instructor” as used in this Agreement means faculty (as defined in paragraphs I(B)(18-21) above) when teaching a credit course in Online & Continuing Education.

24. The term “Jurist in Residence” as used in this Agreement means a faculty member who formerly served as a judge or justice who is appointed to the School of Law faculty.

25. The term “Visiting Professor of Law” as used in this Agreement means an individual with teaching experience, who may or may not have an appointment as a law professor at another institution.

26. The term “Librarian” as used in this Agreement means a member of the bargaining unit who is a staff member of the University Library who holds a Master of Library Science Degree from an institution accredited by the American Library Association or an equivalent degree, and who holds the title Assistant Librarian, Associate Librarian, or Librarian.

27. The term “Library Assistant” as used in this Agreement refers to a staff member in a professional position with a bachelor’s degree and significant library experience with relevant course work in library science desirable.

28. The term “Full-Time Visiting Librarian” as used in this Agreement means a librarian other than those holding the title of Librarian or Library Assistant whose normal work week is thirty-seven-and-a-half (37.5) hours.

29. The term “Part-Time Visiting Librarian” as used in this Agreement means a librarian other than those holding the title of Librarian, Library Assistant or Full-Time Visiting Librarian whose normal work week is twenty (20) hours or fewer.

30. The term “Law Librarian” as used in this Agreement means a member of the bargaining unit who is a staff member of the University of Massachusetts School of Law Library who holds a Master of Library Science Degree from an institution accredited by the American Library Association or an equivalent degree and a J.D. or L.L.B. degree from an institution accredited by the American Bar Association or a state, and who holds the title Assistant Law Librarian, Associate Law Librarian, or Law Librarian. The provisions of this agreement that apply to Librarians shall also apply to Law Librarians unless the contract says otherwise.
31. The term “Professional Technician” as used in this Agreement means a member of the bargaining unit, in a professional position, who assists in laboratories, maintains instructional equipment, or prepares instructional material, and who holds the title Professional Technician IV, Professional Technician III, Professional Technician II, or Professional Technician I.

32. The term “Research Associate” as used in this Agreement means a member of the bargaining unit who is not a member of the faculty and whose primary responsibilities are to: (a) supervise research activities or (b) to conduct research through the University.

33. The term “Technical Associate” as used in this Agreement means a member of the bargaining unit who is not a Professional Technician and whose primary responsibility is to provide technical support to employees engaged in the supervision or conduct of research activities through the University.

34. The term “Clinical Law Fellow” as used in this Agreement means a non-faculty employee of the University of Massachusetts School of Law whose primary responsibilities are to work in a Law clinic operated by the School of Law, specifically on direct representation, student supervision, teaching and/or appellate and advocacy work.

35. The term “Research Faculty” as used in this Agreement means a member of the bargaining unit holding the title of Research Professor, Research Associate Professor or Research Assistant Professor and who is engaged full time in grant supported research or scholarship.

36. The term “Unsatisfactory Report” as used in this Agreement means that the individual was rated below average on the form used in evaluating teaching effectiveness in a class by more than fifty percent (50%) of the students in that class.

37. The term “Retrenchment” as used in this Agreement means the layoff of any tenured/tenure-track faculty unit member due to financial exigency and/or substantial declining enrollment or declining enrollment in a context of financial exigency, and does not mean termination for cause.
ARTICLE II
UMASS FACULTY FEDERATION-TRUSTEES RELATIONS

A. FAIR PRACTICES

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.

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

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

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

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

B. INDIVIDUAL CONTRACTS

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

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

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

D. BULLETIN BOARDS

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

E. DISTRIBUTION OF MATERIALS

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

F. FEDERATION MEETINGS

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

G. INFORMATION

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

1. The Faculty Federation will be supplied a copy of the agenda and a copy of the packet of back-up materials which is supplied to the press in advance of each regular or special meeting of the Trustees.

2. All items relating to the terms of the Agreement between the Trustees and the Federation shall be placed on the agenda of the Board of Trustees to be discussed at a specified time determined by the Board with notification to the Faculty Federation.

3. A copy of the minutes of all Trustee meetings shall be sent to the Faculty Federation President including Executive Session minutes after approval by the Board.

I. FACULTY REPRESENTATION

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

J. FACULTY FEDERATION OFFICE

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

ACADEMIC FREEDOM, DEMOCRACY AND RESPONSIBILITY

A. EDUCATIONAL POLICY AND ACADEMIC FREEDOM

1. An Academic Review Committee shall be formed composed of two (2) representatives of the Trustees, two (2) representatives of the Faculty Federation, together with the Provost and the Faculty Federation President, who shall serve alternately as Chairperson of the meetings. The function of this committee is to review changes in academic programs which directly affect wages, hours, and conditions of employment specifically covered by this Agreement. Recommendations of this committee shall be given to the parties to this Agreement for their consideration. Either the Provost or the President of the Faculty Federation may request that the committee convene at a mutually acceptable time and place. The committee shall establish its procedures of operation.

2. The UMass Faculty Federation and the Board of Trustees agree to accept the statement of principles on academic freedom as follows:

   a) The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of the other academic duties but research for pecuniary return should be based upon an understanding with authorities of the institution, and shall not interfere with the faculty member’s obligations to the University.

   b) The teacher is entitled to freedom in the classroom in discussing subject matter but should be careful not to introduce controversial matter which has no relation to the subject.

3. The individual faculty member shall have the sole responsibility to determine course content and texts, limited only by course descriptions approved by the appropriate curriculum committees.

4. 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, except in the School of Law, 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.

5. The Trustees shall uphold the faculty’s academic freedom to discuss controversial issues.

6. The exercise of legal and constitutional rights shall in no way jeopardize the faculty member’s position or rights.
7. The parties recognize that there shall be no censorship of library materials.

B. SUSPENSION FROM CLASS

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

C. THE UNIVERSITY OF MASSACHUSETTS INTELLECTUAL PROPERTY POLICY

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

1. Definitions

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

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

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

c) Copyrightable Work - A creative work that is protectable under the copyright laws of the United States or other countries. Copyright protection is available for most literary, musical, dramatic, and other types of creative works, including, for example, computer software, teaching materials, multimedia works, proposals, and research reports.
d) **CVIP** - The University Office of Commercial Ventures and Intellectual Property, which has primary responsibility for administering the development and commercialization of Intellectual Property through licensing or other arrangements.

e) **Director** - The Executive Director of the CVIP.

f) **Evaluation Committee or Committee** - One of several University committees, each with a particular area of technical expertise, that advises the CVIP and Chief Research Officer in evaluating Inventions, Tangible Research Materials, and Copyrightable Works.

g) **Exempted Scholarly Work** - A Scholarly Work that falls within certain categories of Copyrightable Works for which academic institutions have historically waived any ownership interest in favor of the author. The University currently recognizes the following categories of Exempted Scholarly Works: textbooks, class notes, classroom and online presentation and instruction, research articles, research monographs, student theses and dissertations, paintings, drawings, sculpture, musical compositions and performances, dramatic works and performances, poetry, and popular fiction and nonfiction or other works of artistic expression. As modern types of works become clearly established as Scholarly Works, so that individual consideration is no longer deemed necessary, the President may expand this list of Exempted Scholarly Works beyond these historically established categories. As described below, under most circumstances Exempted Scholarly Works need not be disclosed to the University and the University automatically waives any ownership interest in such works.


i) **Invention** - A discovery or development that may be protectable under the patent laws of the United States, the United States Plant Variety Protection Act, or equivalent laws in other countries.

j) **Outside Researcher** - An individual who performs or directs research for an organization other than the University.

k) **President** - The President of the University or the President’s designee.

l) **Public Disclosure or Publicly Disclosed** - Any written or oral disclosure of an Invention or Copyrightable Work to any person not under a contractual or fiduciary obligation of confidentiality to the University.
m) Scholarly Work - A Copyrightable Work that has the primary goal of disseminating academic or scholarly knowledge, or is a work of artistic expression. As described below, whether a Copyrightable Work is a Scholarly Work will be determined by the Director and Chief Research Officer on a case-by-case basis (except that Exempted Scholarly Works are automatically considered Scholarly Works), and under most circumstances the University waives all ownership interests in Scholarly Works.

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

2. Scope

a) Persons Subject to the Policy

All Covered Individuals are subject to this Policy.

b) Types of Intellectual Property Covered by the Policy

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.

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

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.

3. Policy

a) Participation Agreement

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).

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

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

b) Ownership of Intellectual Property

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

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

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

(2) University-Commissioned Works - The University will own any
Intellectual Property (including Exempted Scholarly Works) that is
made, discovered, or created by a Covered Individual who is
specifically hired or commissioned by the University for that
purpose, unless otherwise provided by written agreement between
such individual and the University.
(3) Intellectual Property Subject to Contractual Obligations - Ownership

of any Intellectual Property (including Exempted Scholarly Works) that is made, discovered, or created 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 affecting ownership, will be governed by the terms of such grant or agreement, as approved by the University, although the University will ordinarily claim ownership.

(4) Student Works

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

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

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

c) Administrative Procedures - Inventions and Copyrightable Works

A primary goal of the University is the discovery and free dissemination of knowledge for the benefit of the public. The University recognizes, however, that in certain instances the public will only benefit from
knowledge that is protected under the patent or copyright laws, which provide an incentive for economic development of that knowledge. The University therefore requests that all Covered Individuals disclose Inventions and Copyrightable Works (other than Exempted Scholarly Works) promptly, in order to allow the University an opportunity to evaluate their commercial potential, and to preserve or enhance their value by filing a patent application or obtaining a copyright registration. The University has established the following procedures in order to accomplish the dual objectives of disseminating knowledge and maximizing the economic value of that knowledge.

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

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

37 If a Copyrightable Work is an Exempted Scholarly Work, no disclosure is required under any circumstances. In other cases in which a Covered Individual desires treatment of a Copyrightable Work as a Scholarly Work, the Covered Individual should submit to the CVIP or Chief Research Officer, in addition to the disclosure form, a request for treatment of the work as a Scholarly Work and a brief
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:
(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 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.
In the unlikely event that the Director and the Chief Research Officer disagree on the disposition of a disclosed Invention or Copyrightable Work, a final decision shall be made by the President.

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

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

- Copyrightable Work that is a Scholarly Work
- Intellectual Property developed without significant use of University resources
- Intellectual Property that the University has decided not to commercialize

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

(c) **Intellectual Property Subject to Contractual Obligations** - In the case of Intellectual Property (including Exempted Scholarly Works) that is 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 affecting ownership, the relinquishment of any University rights in the Intellectual Property will be governed by the terms of the relevant grant or agreement, as approved by the
University, if such terms differ from this Policy. A Covered
Individual may need a separate waiver or assignment of rights
from the other party in order to acquire complete rights to the
Intellectual Property.

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

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

d) Administrative Procedures - Tangible Research Materials

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

(1) Transfer to Outside Researcher for Basic Research. If a Covered
Individual desires to transfer Materials to an Outside Researcher for
use in internal basic research, and not for the development or sale of
commercial products, the Covered Individual must use the
appropriate University form of Materials Transfer Agreement
(“MTA”), which will be provided by the CVIP together with
instructions for the use of each form. The various forms of MTA will
establish rights and responsibilities regarding the Materials among
the University and the Outside Researcher and the researcher’s employer and will minimize future confusion and controversy regarding the use and transfer of the Materials and ownership of Inventions or Materials based on the supplied Materials. Faculty members (but not other Covered Individuals) are authorized to sign MTAs on behalf of the University provided that (i) the University-form MTA is not altered or revised in any manner and (ii) a signed original of the MTA is sent to the CVIP when the Materials are sent to the Outside Researcher. Alternatively, CVIP representatives are authorized to approve and sign MTAs, even with revisions.

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

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

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

(3) Receiving Materials from Outside Researchers - If a Covered Individual receives Materials from an Outside Researcher at another organization (non-profit or commercial), the other organization or researcher may impose serious use and transfer restrictions on the Materials and may claim an ownership interest in Inventions, Copyrightable Works, or Materials that arise in the course of research performed with such Materials. For this reason, only CVIP representatives are authorized to approve and sign agreements governing receipt of Materials from other organizations. Covered Individuals are encouraged to consult with the CVIP regarding the restrictions applicable to a particular Material from an Outside Researcher before planning to use that Material in their research. Covered Individuals should be aware that, in some instances, these restrictions may be so onerous that the CVIP will ordinarily not approve the agreement. The CVIP will make available a University-
form MTA for receipt of Materials, although the organization supplying the Materials will usually require use of its own MTA.

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

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

c) Administrative Procedures - Confidential Treatment of Information

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

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

Accordingly, the University strongly encourages Covered Individuals to disclose Inventions to the CVIP as soon as possible, and to delay Public Disclosure of the Invention until the evaluation process is completed and a patent application is filed. The CVIP and Chief Research Officer will attempt to minimize delays in publication, but a delay of up to ninety (90) days is often necessary for evaluation. The CVIP and Chief Research Officer will make every effort to expedite the evaluation process when a Covered Individual indicates that there is a compelling need for rapid publication.
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
sign CDAs from other researchers or organizations on behalf of the University. The CVIP will make available a University-form CDA for receipt of Confidential Information, although the organization disclosing the Confidential Information will usually require use of its own form of CDA.

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

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

f) Administrative Procedures - Sponsored Research with Commercial Organizations

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

g) Commercialization of University-Owned Intellectual Property

The CVIP in consultation with the Chief Research Officer shall have responsibility for commercial development and administration of all University-owned Intellectual Property. This commercial development will ordinarily occur through licensing of Inventions, Copyrightable Works, or Materials to a company. If the CVIP is successful in its commercialization efforts, the inventor or creator will share in the economic rewards, as will the department and campus.
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.

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

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

h) **Enforcement**

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

i) **Appeals; Interpretation of Policy; Exceptions**

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

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

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

1. Acknowledgment. I acknowledge that I have read and understood the Intellectual Property Policy (the “Policy”) of the University of Massachusetts (the “University”), a copy of which is attached to this Agreement, and I agree to abide by the terms of such Policy, as amended. I understand that capitalized terms used in this Agreement are defined terms that, if not defined in this Agreement, are defined in the Policy.

2. Disclosure. In accordance with Section 3.c) (1) above of the Policy, I agree to make the following disclosures to the University Office of Commercial Ventures and Intellectual Property (“CVIP”) or to the Provost:

   a) I am encouraged to disclose any Inventions, Copyrightable Works (except Exempted Scholarly Works), and commercially valuable Tangible Research Materials that (i) I develop with significant use of University resources or (ii) are the same as, directly related to, or substantially similar to a research project in which I am engaged at the University; however, if I intend to commercialize such Intellectual Property, disclosure is required reasonably before I take any action to commercialize such Intellectual Property. Examples of commercial actions include, without limitation, seeking patent or copyright protection, commencing discussions with potential investors or licensees, or transferring the Intellectual Property to a third party.

   b) I am required to disclose any Inventions, Copyrightable Works (including Exempted Scholarly Works), and Tangible Research Materials that the University has specifically hired or commissioned me to develop, except as otherwise provided in a written agreement between me and the University; and

   c) I am required to disclose any Inventions, Copyrightable Works (including Exempted Scholarly Works), and Tangible Research Materials that I develop in the course of research funded by a sponsor pursuant to a grant or research agreement that requires such disclosure, or which is subject to a materials transfer agreement, confidential disclosure agreement, or other legal obligation requiring such disclosure.
I agree to make such disclosures promptly and in reasonable detail on the appropriate University Disclosure Form. In the case of Inventions that I intend to commercialize, I understand that I should make such disclosure reasonably prior to public disclosure of the Invention in order to provide the University with an opportunity to file a patent application.

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

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

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

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

Signature:
Printed Name:
Department:
Date:
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.
ARTICLE V
GOVERNANCE & PARTICIPATION IN DECISION MAKING

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

See Article XVIII

B. DEPARTMENTAL COMMITTEES

1. Faculty Evaluation Committee

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

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

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

3. The Tenure and Promotion Committee (School of Law) shall be formed as all standing committees in the Law School and must consist of no fewer than four (4) tenured faculty. The committee must be approved by a full vote of the full-time faculty of the School of Law. If there are insufficient tenured faculty to serve, the terms of Article V(B)(1) shall apply. The Tenure and Promotion Committee will conduct evaluations for contract renewal, tenure, promotion or periodic multi-year review. The committee will make its recommendation to the Law Academic Council (LAC). The Law Academic Council will vote to accept or reject the recommendation of the TPC and report the results of this vote to the Dean of the School of Law. If there is disagreement between the
TPC and the Law Academic Council, a separate report from the LAC shall be forwarded to the Dean of the Law School. Otherwise the principles of consideration for contract renewal, tenure and promotion and PMYR contained elsewhere in Article V(H, I, J, K) shall prevail.

4. The Annual Evaluation Committees (School of Law) shall be formed as all standing committees in the Law School and must consist of tenured faculty. The Committees must be approved by a full vote of the full-time faculty of the School of Law. The AFEC shall elect its own chairperson, who will make their own recommendation to the Dean of the School of Law.

5. Curriculum Committee. See Articles V(E)(1) and V(E)(2).


8. Other committees to deal with matters other than faculty evaluation may be established by vote of the full-time members of the department.

9. For a three (3) year pilot period, the School of Law shall have the opportunity to establish appropriate standing Committees directly related to the conduct of programs of the School and consistent with compliance with all standards of the American Bar Association. These committees shall be established through a joint process between the Dean and the faculty. The faculty as a whole shall elect a Committee on Committees (COC) which will consist of three (3) tenured or untenured members of the Faculty. The Dean will consult with the faculty to identify the membership for each of the standing committees. The final membership of the standing committees must be approved by a majority vote of the faculty as a whole. The proposed membership for all committees shall be presented to the Faculty by the COC and the faculty shall vote to approve or disapprove the entire membership of the Committee. Each Committee (except for Article V(B)(3) above) shall elect its own Chairperson.

10. Graduate Committee

There shall be a Graduate Committee for each graduate program offered by the University. The size of the Graduate Committee shall be determined by a majority vote of all full-time faculty members who are eligible to advise graduate students in the graduate program. This vote shall be conducted by the Graduate Program Director and shall be held upon the appointment of the Graduate Program Director, unless the appointment is as Interim or Acting Graduate Program Director. For interdisciplinary graduate programs, the committee shall consist of approximately equal representation from each department participating in the program. The Chair of the Graduate Committee shall be the Graduate Program Director.
The role of the Graduate Committee shall be:

a) To review and make recommendations regarding the admission criteria for the graduate program.

b) To review and make recommendations regarding all curriculum changes involving courses offered through or as a part of the graduate program. The Graduate Program Director shall submit these recommendations to the appropriate Department Chairperson who, upon departmental approval, shall submit them to the Dean of the College/School. When the proposed curriculum changes involve another department or college, the Dean will forward the proposals to either the College or University Curriculum Committee, as appropriate, for its recommendation.

c) The Graduate Program Director shall convey all recommendations from the Graduate Committee on program admission and Graduate Teaching Assistant offers in a timely fashion to the Office of Graduate Studies and the appropriate Department Chairperson(s) and the Dean(s) of the College/School.

C. COMPOSITION OF COLLEGES

1. Departmental Composition

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

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

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

The College of Engineering shall include the Departments of Bioengineering, Civil and Environmental Engineering, Computer and Information Science, Electrical and Computer Engineering, Mechanical Engineering, and Physics.
The College of Nursing and Health Sciences shall include the Departments of Community Nursing, Adult Nursing and Medical Laboratory Science.

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

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

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

1. College Academic Council Composition

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

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

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

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

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

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

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

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

D. COLLEGE ACADEMIC COUNCILS

1. A total of nine (9) College Academic Councils shall be established, one (1) each for the College of Business, Engineering, Visual and Performing Arts and Nursing, one (1) each for SMAST, and the School of Law, and three (3) within
the College of Arts and Sciences, one (1) each in Humanities, Social Sciences, and Science. Except for the School of Law, each Council shall have two (2) representatives from each department, with one (1) elected each year. The term of office shall be for two (2) years. The School of Law Academic Council shall be comprised of all full-time faculty.

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

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

**Humanities Council**

- English and Communication
- Global Languages and Cultures
- History
- Philosophy
- Portuguese

**Social Sciences Council**

- Crime and Justice Studies
- Economics
- Political Science
- Psychology
- Public Policy
- Sociology/Anthropology
- STEM Education and Teacher Development
- Women’s and Gender Studies

**Engineering Council**

- Bioengineering
- Civil and Environmental Engineering
- Computer and Information Science
- Electrical and Computer Engineering
- Mechanical Engineering
- Physics
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.
**E. CURRICULUM COMMITTEES**

1. Curriculum Committees – General

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

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

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

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

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

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

   g) Copies of Curriculum Committee recommendations in regard to proposed curriculum changes that involve either graduate level courses or programs shall be sent by the Curriculum Committee Chairpersons within seven (7) days from the date of the adoption of the recommendation to the Graduate Council for its information.
h) A suggested credit course which does not fall within an established department but within the general subject area of a college must be approved by the College Curriculum Committee. If the subject of a suggested credit course is university-wide in scope, it must be approved by the University Curriculum Committee. The department(s) close to the subject area shall be the sponsoring department(s) and shall carry out the departmental provisions of this Article.

2. Departmental Curriculum Committee

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

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

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

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

In the School of Law, there shall be a single Curriculum Committee. It shall be comprised of at least three (3) full-time faculty members recommended by the COC and confirmed by a vote of the full-time faculty of the School of Law; and one (1) law student member selected by the Student Bar Association who will be ex-officio. The Committee chairperson shall be one of the faculty members. This Committee shall make recommendations to the full law faculty for curriculum changes within the school, and upon approval, submit them to the Law Dean in accordance with ABA standards.
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
new programs or courses falling outside one of the established Colleges, or
where the location of the new course or program is itself a matter of debate.
Additionally, the committee shall also make recommendations on all new
degree programs being recommended by any of the Colleges.

The University Curriculum Committee shall be the Hearing Committee when
there is disagreement between departments of two (2) Colleges, one (1) of
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 Provost for action within
thirty (30) days. A copy of the recommendation shall be sent to the
Chancellor. The recommendation 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 the College Curriculum Committee should
differ.

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

5. Committee on Standards and Evaluation

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

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

1. Chancellor, Vice Chancellor, and Provost

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

2. Deans of Colleges

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

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

4. Dean of the School of Law

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

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

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

5. Dean of the Honor’s College

a) In the event of a vacancy of the Honors College Deanship, a seven (7) person Search and Screen Committee shall be established for the purpose of nominating of candidate(s) to fill the vacancy. The committee shall be composed of three (3) full-time faculty to be elected by the full-time faculty of the University in such a way that there will not be two (2) faculty from the same academic council; three (3) individuals appointed
by the Chancellor; and one (1) University student from within the Honors College appointed by the Honors Students’ Council.

b) The faculty members elected to the Screening Committee shall be from three (3) pools with one (1) faculty member elected from each pool. All full-time faculty at the University shall be eligible to vote in each pool.

(1) The first pool shall consist of nominees from those faculty with a current joint appointment to the Honors College.

(2) The second pool shall consist of nominees from those faculty who have taught a course with either the honors HON prefix or the honors (H) suffix.

(3) The third pool shall consist of nominees from the entire faculty body.

c) Where the faculty member with the largest number of votes in a pool is from the same Academic Council as a faculty member elected from an earlier pool then the faculty member in the later pool with the next largest number of votes shall be selected.

G. OTHER COMMITTEES

All committees shall elect their own chair.

1. Budget Review Board

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

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

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

The Budget Review Board will submit a report on expenditures at the end of each fiscal year.
This Board shall be appointed before June 30 of the year in order to begin its duties on July 1.

2. Departmental Safety Committee

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

3. [This paragraph intentionally left blank]

4. University Studies Committee

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

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

5. Committee for Women

The Chancellor shall establish a committee that shall identify concerns and issues of special interest to women, coordinate efforts to improve the campus for women, target relevant specific issues to be addressed and monitor their progress. The Federation shall select one (1) representative from each academic council, one (1) from the librarians, and one (1) from the
professional technicians. The term of service for faculty members, the
librarian, and the professional technician shall be a staggered three (3) year-
term.

6. The Graduate Council

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

7. Affirmative Action Committee

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

8. Institutional Review Board (IRB)

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

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

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


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

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

12. Librarian Evaluation Committee. See Article XIII(B).
H. FACULTY SENATE

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

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

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

3. The Senate shall meet regularly once each month during the academic year.
ARTICLE VI
INITIAL APPOINTMENTS

A. INITIAL APPOINTMENTS AND CONTRACTS

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

2. Department Chairpersons will submit requests with justification for full-time faculty searches by July 1 of the year prior to the requested date of the initial appointment. Authorizations for faculty searches will be based on strategic planning goals, enrollment, academic needs, and budget availability. To the extent possible, searches shall be authorized by August 1 of the year preceding the initial appointment date.

3. Initial Appointments and Contracts
   a) Except for the School of Law, recommendations for hiring of new faculty shall be made by the Chairperson of the appropriate department, after consultation with the department faculty and after receipt of the recommendation from the Chair of the appropriate Search and Screen Committee. The department Chairperson shall forward a recommendation along with the recommendation of the Search and Screen Committee to the College Dean.

   b) For School of Law appointments, the Law Dean, with the advice and consent of the Law Faculty, shall appoint a Search and Screen Committee. Based on the hiring needs specified by the Dean and Law Faculty, the Search and Screen Committee shall solicit candidates by using standards and procedures to promote the goal of achieving quality and diversity on and equal opportunity for the faculty. The Search and Screen Committee shall screen the available candidates and produce a list of at least three (3) finalists for each position for review by the Law Dean and Faculty. The finalists shall be made reasonably available to the Dean and Faculty for meetings and individual interviews. Faculty shall be given opportunity to provide feedback to the Screening Committee on final candidates. Consistent with standard University practice and EEO guidelines, the search Committee will forward the names of recommended finalists with strengths and weaknesses to the Dean. The Dean makes the final appointment recommendation to the Provost.
4. The principle of flexibility should govern the development of initial
appointments to positions in the bargaining unit. The following will serve as
guidelines:

  a) Each appointment to an academic position shall be made by the
     Chancellor or designee. Initial tenure-track appointments shall normally
     be for a period of two (2) years. The precise terms and conditions of each
     appointment including whether the appointee shall have tenure credit of
     not more than three (3) years towards tenure shall be set forth in writing
     by the Chancellor or designee and sent to the appointee before the
effective date of appointment. Included shall be a statement detailing the
specific requirements of the position and in what dimensions performance
will be evaluated and the procedures of evaluation. This statement will be
prepared by the Department Chairperson in concert with the Department
Committee on Faculty Evaluation and approved by the College Dean, the
Provost and the Chancellor. The precise terms of the individual’s
employment shall be made available to all persons and groups under this
Agreement who shall be involved in the evaluation of said individual for
the purpose of renewal, non-renewal, promotion, salary increases and
tenure. The conditions of a contract of employment covered by the
bargaining unit shall not be contrary to any provisions of this Agreement.
A copy of the current Trustees/Faculty Federation Agreement shall be sent
to the appointee together with the offer of appointment. A copy of the
precise terms of each appointment shall be sent to the Faculty Federation.

  b) Unless otherwise specified by the Board of Trustees in the applicable
appointment resolution, each appointment to an academic position in the
University shall be without tenure and for a specified time.

  c) Upon recommendation by the Chancellor, after consultation with the
Chairperson and the tenured members of the department, the Trustees may
appoint any person to an academic position in the University with tenure.

  d) The appointment of any person holding an academic position in the
University with tenure to another academic position within this bargaining
unit in the University shall be with tenure in the new position.

  e) In the initial appointment, each person who has taught full-time at another
accredited institution of higher learning may be offered credit toward
tenure, and if hired as an Assistant Professor, offered credit toward
promotion to the next rank up to a maximum of three (3) years. Service as
a full-time lecturer, or any full-time non-tenure-track faculty position at
the University may be counted toward tenure for each year of teaching up
to a maximum of three (3) years and counted toward promotion to the next
rank up to a maximum of three (3) years. The number of years to be
credited shall be stipulated in the faculty member’s initial appointment
letter. Nothing in these rules on maximum probationary years shall prevent consideration for tenure at an earlier date.

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

B. MINIMUM REQUIREMENTS FOR APPOINTMENT

1. Instructor

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

2. Assistant Professor

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

3. Associate Professor

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

4. Professor

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

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

6. Commonwealth Professor

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

C. GENERAL REQUIREMENTS

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

D. EXCEPTIONS TO REQUIREMENTS

Faculty members 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.

E. “TERMINAL QUALIFICATIONS” IS DEFINED AS FOLLOWS:

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

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

3. In Visual and Performing Arts (except for appointments in academic fields such as Art History) the Master of Fine Arts and/or significant professional
work; or other appropriate professional degrees as determined by the CVPA; or

4. In Bioengineering the Ph.D. in a science or engineering-based textile-related discipline; or

5. In Nursing the Ph.D. in Nursing or other appropriate doctoral degree as determined by the College of Nursing; or

6. In Medical Laboratory Science the master’s degree in an appropriate specialization; or

7. In creative disciplines within the English Department, an MFA or equivalent degree as determined by the department; or

8. For a librarian, the Masters of Library Science, or its equivalent, from an institution accredited by the American Library Association; or

9. In the School for Marine Science and Technology, a doctoral degree in an appropriate field as determined by the School; or

10. In the School of Law, a J.D. or LL.B.

F. SENIORITY/DETERMINATION OF SENIORITY

1. Seniority in the bargaining unit shall be determined by the date of employment in the bargaining unit. This date will be determined in the following manner:
   a) Where there has been one (1) full-time appointment in the bargaining unit, the date of employment in the bargaining unit is the basis for determining seniority in the bargaining unit.
   b) Effective July 1, 1984, where there has been non-continuous full-time employment in the bargaining unit, the date for determination of seniority in the bargaining unit shall be constructed by moving the date of the present appointment in the bargaining unit back the number of months of the previous full-time employment in the bargaining unit.
   c) An individual’s seniority in the bargaining unit begins to accrue at the time that the individual assumes full-time duties in the bargaining unit.

2. A seniority list shall be prepared annually by the Vice Chancellor of Human Resources for the faculty members of each department and filed with the Provost. The list shall be revised as necessary during the year by the Vice Chancellor of Human Resources to reflect changes in the department’s membership.
G. JOINT APPOINTMENTS

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

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

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

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

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

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

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

PREAMBLE

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

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

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

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

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

In order to ensure that all personnel files used in making recommendations for contract renewal, promotion, grade/rank salary increases and tenure contain adequate and similar information, all candidates must include the following minimum information relative to the individual being considered:
1. A complete and up-to-date vita.

2. Relevant previous recommendations relative to contract renewal, promotions, grade/rank salary increases and tenure.

3. Relevant annual faculty evaluations.

4. For personnel actions involving tenure and/or promotion, three (3) letters of evaluation from external scholars in the individual’s field of expertise are to be solicited after consultation involving the College Dean, the faculty member’s Department Chairperson and the faculty member. One (1) reviewer will be selected by the faculty member involved in the personnel action, one (1) by their Department Chairperson and one (1) by the College Dean. Using a standard form, the Department Chairperson will solicit the evaluation letters.

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

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

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

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

At the Academic Council level, the faculty department representatives shall not vote on recommendations on faculty within their own department.
The Faculty Federation agrees to send forward all recommendations on contract renewal, tenure, and promotion, including cases in which both the department faculty evaluation committee or tenured faculty and the Department Chair do NOT recommend tenure, providing that all departmental documents (including the recommendations of the Department Tenure Committee and the Department Chair) go forward to the University of Massachusetts Board of Trustees in any and all such cases where the campus (Chancellor) makes a recommendation on tenure to the Board of Trustees.

A. CATEGORIES OF EVALUATION FOR PERSONNEL ACTIONS

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

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

1. Teaching Effectiveness and Advising

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

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

2. Scholarship and Professional Activities

Scholarship may include research, professional presentation and publication, creative activities in one’s field, peer review, and scholarly consultation. Professional activities may include office in professional organizations, service to one’s profession, and professional development efforts.
3. University Service

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

4. Public Service

Public service includes participation in community affairs and consultation associated with one’s area of professional competence.

B. EVALUATIVE STATEMENT

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

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

C. RATINGS FOR ANNUAL EVALUATION

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

1. Highly Recommended

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

2. Recommended

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

3. Not Recommended

Failure to meet the standards under the "Recommended" rating.
D. RATINGS FOR CONTRACT RENEWAL RECOMMENDATIONS

Probationary Contract Renewal

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

1. Recommended

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

2. Not Recommended

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

Pre-tenure Contract Renewals

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

1. Recommended

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

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

2. Not Recommended

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

E. RATINGS FOR PROMOTION AND TENURE RECOMMENDATIONS

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

1. Recommended

   An Excellent in either Teaching Effectiveness and Advising or Scholarship and Professional Activities and a Very Good in the other of these two (2) categories and no unsatisfactory ratings.
2. Not Recommended

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

**F. TIMETABLE FOR PERSONNEL RECOMMENDATIONS**

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

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

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

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

a) The following shall constitute cause:

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

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

   (3) Disability or chronic illness.

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

c) Circumstances beyond the bargaining unit member’s control that may significantly affect progress towards tenure.
The member of the bargaining unit requesting such a stay shall submit a request, in writing with sufficient certification, to the Department Chairperson and the College or School Dean. Such a request may be made any time prior to the conclusion of the academic year for which a stay is requested. A written request shall be submitted for each subsequent year in which a stay is requested. All submitted documentation shall be considered confidential. The Provost, in consultation with the Dean and Chairperson, shall make the final recommendation to approve or deny the request for a stay of the probationary period.

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

1. Probationary Contract Renewal

The candidate shall forward their contract renewal dossier to the Department Faculty Evaluation Committee by October 15 of the second (2nd) year of service credited towards tenure. The Department Faculty Evaluation Committee shall forward its recommendation to the Department Chairperson by November 15. The Department Chairperson’s recommendation shall be forwarded to the College Academic Council by December 5. The College Academic Council shall forward its recommendation to the College Dean by January 5. The College/School Dean’s recommendation shall be forwarded to the Provost by February 5. The recommendation of the Provost shall be forwarded to the Chancellor by March 5.

Alternative Probationary Contract Review

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

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

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

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1 A stay of the probationary period shall not be included in the calculation of years of service credited towards tenure.
the timeline for probationary contract renewal set forth in this paragraph.

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

2. Pre-tenure Contract Renewal

The evaluation in the fourth (4th) year of service credited towards tenure\(^2\) for a pre-tenure contract will thoroughly address all issues that will influence the final decision on tenure.

The candidate shall forward their contract renewal dossier to the Department Faculty Evaluation Committee by October 15. The Department Faculty Evaluation Committee shall forward its recommendation to the Department Chairperson by November 15. The Department Chairperson’s recommendation shall be forwarded to the College Academic Council by December 5. The College Academic Council shall forward its recommendation to the College Dean by January 5. The College/School Dean’s recommendation shall be forwarded to the Provost by February 5. The recommendation of the Provost shall be forwarded to the Chancellor by March 5.

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

3. Tenure

The candidate shall forward their tenure and promotion dossier to the Department Faculty Evaluation Committee by September 15 in the sixth (6\(^{th}\)) year of service credited towards tenure\(^3\). The tenured members of the department shall forward their recommendation to the Department Chairperson by October 15. The recommendation of the Department Chairperson shall be forwarded to the College Academic Council by November 5. The College Academic Council shall forward its recommendation to the College Dean by December 5. The College Dean’s recommendation shall be forwarded to the Provost by January 5. The recommendation of the Provost shall be forwarded to the Chancellor by 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.
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.
### Deadlines for transmission of personnel action packets to each level of review.

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**Notes:**

1. formally 3\(^{rd}\)/4\(^{th}\) contract renewal
2. if the Probationary Review is deemed necessary
3. formally 5\(^{th}\)/6\(^{th}\) contract renewal
4. date of the decision by the Board of Trustees
G. ANNUAL FACULTY EVALUATIONS

1. Procedures

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

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

Each individual shall receive a copy of the Department Faculty Evaluation Committee’s recommendation and a copy of the Department Chairperson’s evaluation, and shall sign a statement indicating that the individual has read, but not necessarily agreed with the evaluation. A copy of the Department Faculty Evaluation Committee’s recommendation and a copy of the Department Chairperson’s recommendation shall be sent to the College Dean. The College Dean shall prepare a written evaluation and recommendation for each faculty member. Each individual shall receive a copy of the Dean’s evaluation and recommendation and shall sign a statement indicating that the individual has read, but not necessarily agreed with the evaluation. A faculty member who wishes to challenge the written evaluation may add to the file any statement, evidence, or other documentation the faculty member believes would present a more valid perspective. The recommendation of the Department Faculty Evaluation Committee, the annual evaluation of the Department Chairperson and the annual evaluation of the College Dean, whether or not the individual adds anything, shall become part of the file of
information concerning the individual faculty member. The Department Chairperson shall meet with each faculty member to discuss the faculty member’s activities report, the student ratings of teaching, the Department Faculty Evaluation Committee’s recommendation, and the annual evaluation done by the chairperson and the annual evaluation done by the College Dean.

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

2. Student Rating of Classroom Teaching

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

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

a) The results of the student rating forms shall be used in the rating of teaching effectiveness, but it should be considered as only one source of evidence on teaching effectiveness. Each department shall prepare a list of the various types of evidence that it considers relevant to evaluating teaching effectiveness.
b) Results of the tabulation of student ratings shall be made available to the
individual faculty member, the Department FEC, the Department
Chairperson and the Dean, after final grades have been submitted for the
course.

c) The Chairperson of the Department shall discuss the results of student
rating of teaching with the faculty member who was evaluated. These
results shall be retained in the departmental file. The Department
Chairperson shall be responsible for providing all faculty in the
department with the results of their student ratings.

d) In the event that a faculty member had unsatisfactory reports for half or
more classes for three (3) semesters consecutively, the Departmental
Faculty Evaluation Committee shall arrange classroom visitation and
counseling for improvement of teaching effectiveness.

3. Evaluation of Department Chairperson

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

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

H. CONTRACT RENEWAL

All actions taken by the Chancellor relative to contract renewal shall be taken as a
result of a recommendation submitted to the Chancellor. In no case will
recommendations to the Chancellor relative to reappointment be made by anyone
other than the Provost. The case of any faculty member who is recommended for
reappointment by the tenured members of the department and the Department
Chairperson shall be brought to the attention of the Chancellor by the Provost
with appropriate documentation for action, if so requested by the tenured faculty
and Department Chairperson. The Chancellor shall enjoy the full right to reject
such recommendations but may not make appointments without a
recommendation from the Provost.
Each non-tenured faculty member is to be evaluated for reappointment using approved departmental standards established pursuant to Article VII(A).

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

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

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

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

\footnote{A stay of the probationary period shall not be included in the calculation of years of service credited towards tenure.}

\footnote{A stay of the probationary period shall not be included in the calculation of years of service credited towards tenure.}
Acceptance of a justified negative recommendation developed by the tenured members of the department may be cited as a reason for each level to recommend non-renewal. Candidates not receiving a contract renewal shall receive a one (1) year terminal contract.

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

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

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

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Notes:
1. formerly 3\(^{rd}/4^{th}\) contract renewal
2. formerly 5\(^{th}/6^{th}\) contract renewal
I. TENURE

1. Definition of Tenure

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

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

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

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

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

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

(2) If such resolution is not reached, the Provost shall frame with reasonable particularity a statement of charges that will provide the basis for the University’s contemplated discipline of the faculty.
The statement will be provided to the concerned faculty member. The statement will be provided to the concerned faculty member.

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

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

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

(6) The committee shall set a date(s) for the hearing after the faculty member has responded to the charges or the time limit for such response has expired. The hearing shall be convened no sooner than fourteen (14) days nor longer than twenty-one (21) days from the date the faculty member responded to, or should have responded to the statement of charges. If the faculty member waives their right to
appear, or fails or refuses to participate in the hearing in person or in writing, the hearing committee will evaluate all available evidence that may then be provided by the Provost or their designee and base its recommendation upon the evidence in the record. If the Provost or their designee fails or refuses to participate as required by this procedure, the hearing committee may make such recommendation to the Chancellor it deems appropriate.

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

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

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

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

(11) Except for such simple announcements as may be required covering the time of hearing and similar matters, public statements and publicity about the hearing by the hearing committee, the faculty member, and the administrative officers will not be made by any
party until the proceedings have been completed, including consideration by the President and Board of Trustees, if required.

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

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

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

(15) Expeditious completion of these procedures is in the best interests of all parties concerned. The time limits specified are calendar days, and are the maximum periods that will be allowed except for extenuating circumstances as accepted by the Provost, the hearing
committee, the Chancellor or by the agreement of the faculty member and the University.

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

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

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

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

5. The recommendation on tenure shall be determined by a majority vote by secret ballot of all the tenured faculty members of the department by October 15 of the year preceding the last probationary year. In order that at least three (3) opinions be considered, exclusive of the Department Chairperson, departments with fewer than three (3) tenured faculty members must supplement the tenured faculty opinions with opinions of faculty members who are tenured from other departments within the College Academic Council. The additional tenured faculty members will be selected by the College Academic Council from a list of individuals submitted by the faculty member being considered for tenure which are acceptable to the Department Chairperson and the Dean of the appropriate College. The faculty member will submit the list of individuals on or before September 15 and the College Academic Council will make its selection on or before October 1, of the year preceding the last probationary year. Included shall be the results of the student evaluations of teaching effectiveness. The candidate for tenure will be
given substantiation in writing according to the evaluation categories in Article VII(A), and ratings in Article VII(E).

6. On or before November 5 of the candidate’s tenure-decision year, the Department Chairperson will forward to the appropriate College Academic Council the faculty member’s recommendation, copies of the tenure evaluation documentation, and the Chairperson’s own recommendation and substantiation in writing. A copy of the recommendations shall be sent to the President of the Faculty Federation. Prior to the transmission to the College Academic Council, the individual shall be notified of the department’s decision and be permitted the opportunity to submit additional materials on the recommendation.

7. The College Academic Council shall review these recommendations, documentation and evaluations and make a recommendation on tenure with written justification with respect to each of the evaluative criteria. Where recommendations of the Department Chairperson and the department tenured members are in agreement, the College Academic Council shall give this substantial weight during deliberations and shall not ordinarily make a contrary recommendation. A copy of the Academic Council’s recommendation with written substantiation based on the applicable criteria contained in the Trustees/Faculty Federation Agreement shall be given to the individual prior to being sent to the next level. The individual shall have the right to submit additional materials to the College Academic Council for transmittal to the College Dean within seven (7) days of receipt of the recommendation. The individual, whether submitting additional materials or not, shall sign a statement within this seven (7) day period and return it to the College Academic Council indicating receipt of this recommendation and awareness of the opportunity to submit additional materials. The College Academic Council will also send a copy of the recommendation to the Department Chairperson and to the President of the Faculty Federation for their information. Failure of the individual to sign a statement of receipt when the document has been received will not prevent the documentation from being forwarded to the next level.

8. A copy of the College Dean’s recommendation with written substantiation based upon the applicable criteria contained in the Trustees/Faculty Federation Agreement shall be given to the individual prior to being sent to the Provost. The individual shall have the right to submit additional materials to the College Dean for transmittal to the Provost within seven (7) days of receipt of the recommendation. The individual, whether submitting additional materials or not, shall sign a statement indicating receipt of this recommendation and awareness of the opportunity to submit additional materials within this seven (7) day period and return it to the College Dean. Failure of the individual to sign a statement of receipt of the recommendation when the recommendation
has been received will not prevent the documentation from being forwarded to
the next level. The College Dean will also prepare a recommendation and send
a copy to the Department Chairperson and to the President of the Faculty
Federation for their information. The College Dean shall transmit to the
Provost the recommendations, evaluations and documents of the Department
Chairperson, the department tenured members, the College Academic
Council, together with the Dean’s own recommendation and substantiation
and all additional materials (if any) submitted by the individual.

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

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

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

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

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

14. Candidates not awarded tenure shall receive a one (1) year terminal contract.
J. PERIODIC MULTI-YEAR REVIEW

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

1. Promotion to Professor, Chancellor Professor, Commonwealth Professor, or Librarian shall be deemed to constitute periodic multi-year review.

2. Promotion to Professor, Chancellor Professor, Commonwealth Professor or Librarian shall, as of the effective date of the promotion, begin a new cycle for multi-year review.

3. Persons who have indicated, in writing, their intention to retire within a three (3) year period shall not be subject to multi-year review. If the intention to retire is rescinded, the person shall immediately undergo a multi-year review.

4. The time of the PMYR may be altered, upon written agreement between the individual and the appropriate Dean, in the following circumstances:
   a) When the individual is named to a full-time administrative position.
   b) When the individual is granted a leave without pay for an academic year.
   c) A bargaining unit member subject to review may be temporarily exempted due to extenuating circumstances (e.g., significant health problems, significant responsibilities for elder or dependent care, or circumstances beyond the member’s control). Documentation of extenuating circumstances must be presented in writing to the Dean and will become part of the member’s permanent file.

5. Those participating in PMYR in any given year shall be considered to have completed an annual evaluation for that year. Deficient performance in a PMYR shall disqualify the individual for any merit increase for that year. In subsequent years progress toward the fulfillment of a development plan shall be considered during the annual evaluation.

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

1. A complete and up-to-date vita.

2. Annual activity reports and annual evaluations including, where applicable, student ratings of teaching as contained in the annual reviews, for the years since the granting of tenure, last promotion, or previous PMYR.
A brief narrative commentary (not to exceed three (3) pages) addressing their major accomplishments during the period under review and outlining their long-range plans (for the next six (6) years) and their relation to departmental and institutional plans and needs.

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

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

**Excellent Sustained Performance**

- Excellent in Teaching Effectiveness and Advising and at least Very Good performance in one (1) other category, or
- Very Good in Teaching Effectiveness and Advising and at least Excellent performance in one (1) other category, or
- Very Good in Teaching Effectiveness and Advising and at least Very Good performance in two (2) other categories.

**Generally Satisfactory Sustained Performance**

- Excellent in Teaching Effectiveness and Advising and Satisfactory performance in one (1) other category, or
- Very Good in Teaching Effectiveness and Advising and Very Good performance in one (1) other category, or
- Satisfactory in Teaching Effectiveness and Advising and Very Good performance in two (2) other categories.
Deficient Performance

Failure to meet the standards for generally satisfactory sustained performance.

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

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

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

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

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

PREAMBLE

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

1. General

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

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

   a) Instructor, not more than five (5) years.
   b) Assistant Professor, six (6) to seven (7) years.
   c) Associate Professor, six (6) or more years.
   d) Professor, six (6) or more years (total years teaching shall ordinarily be eighteen (18) or more)

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

3. For purposes of promotion, faculty shall be evaluated by the Department Faculty Evaluation Committee and the Department Chairperson. The Department Faculty Evaluation Committee shall judge each candidate for promotion on the basis of the four (4) categories of Article VII(A), and shall classify each candidate using the ratings of Article VII(E). The Committee’s recommendations shall be substantiated in writing by referring to the categories of Article VII(A), and ratings of Article VII(E). The Department Chairperson shall review the candidate’s dossier and the recommendations of the Department Faculty Evaluation Committee. The Department Chairperson shall evaluate each candidate in terms of the categories of Article VII(A), shall make a recommendation according to the ratings of Article VII(E), and shall substantiate this recommendation in writing. The candidate for promotion shall have the right to read the recommendations of the Department Faculty Evaluation Committee and the recommendation of the Department Chairperson, and may add to the file any statement, evidence, or
documentation which the candidate believes to present a more valid view. The
candidate shall have the right to grieve the recommendation of the Department
Faculty Evaluation Committee or the recommendation of the Department
Chairperson, according to the grievance procedures of Article XVII. Whether
or not the candidate grieves, the candidate shall have the right to add to the
file any additional material within seven (7) days of receipt of the
recommendation of the Department Chairperson for transmittal to the College
Academic Council and shall sign, within this seven (7) day period, a statement
indicating that the recommendations have been read. Failure to sign will not
prevent forwarding of the documentation to the College Academic Council. The
Department Chairperson shall forward to the College Academic Council
by January 5 the candidate’s complete file including the dossier, the
recommendation of the Department Faculty Evaluation Committee, the
Department Chairperson’s recommendation, and any additional material
submitted by the candidate. Copies of the recommendations shall be sent to
the President of the Faculty Federation for informational purposes.

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

5. The College Dean shall review the complete file, shall evaluate the candidate
according to the categories of Article VII(A), and shall make a
recommendation in terms of Article VII(E). A copy of the recommendation
with written substantiation shall be given to the candidate, the candidate’s
Department Chairperson, and the President of the Faculty Federation before
being sent to the Provost. The individual shall have the right to submit
additional materials within seven (7) days from receipt of the recommendation
to the College Dean. The individual, whether submitting additional materials
or not, shall sign, within this seven (7) day period, a statement indicating
receipt of this recommendation and awareness of the opportunity to submit
additional materials within this seven (7) day period and return it to the
College Dean. Failure of the individual to sign a statement of receipt of the
recommendation when the recommendation has been received will not
prevent the documentation from being forwarded to the next level. The
College Dean shall transmit to the Provost the complete file including the
dossier, the recommendation of the Department Faculty Evaluation
Committee, the recommendation of the Department Chairperson, the
recommendation of the College Academic Council, the Dean’s own
recommendation, and any additional materials submitted by the candidate by
March 5.

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

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

8. Promotion to Chancellor Professor or Commonwealth Professor

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

(1) The individual has a minimum of eighteen (18) years’ full-time
teaching experience at an accredited institution of higher education.
(2) The individual has received the highest rating in any five (5) annual evaluations conducted during the six (6) years preceding an application for promotion.

(3) The individual has been in rank as a Full Professor for a minimum of six (6) years at the time of application.

(4) The individual has demonstrated excellence in the art and practice of teaching, has a record of scholarship that contributes to the advancement of knowledge in the applicant’s field, and has made an outstanding contribution to the University or to their profession.

b) At no time will the number of persons at the rank of Chancellor Professor be more than ten percent (10%) of the total faculty holding the rank of Professor, Chancellor Professor and Commonwealth Professor.

c) Promotion to Chancellor Professor or Commonwealth Professor shall follow the schedule contained in Article VII(K) of the Agreement.

d) Faculty applying for Chancellor Professor or Commonwealth Professor shall not evaluate any candidates for Chancellor Professor or Commonwealth Professor.

L. LAW SCHOOL PERSONNEL RECOMMENDATIONS

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

A. TEACHING ASSIGNMENT

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.

B. DETERMINATION OF TEACHING LOAD

Teaching load shall be computed according to the following scale:

1. One (1) lecture, recitation or laboratory/studio/clinical class hour per week equals one (1) unit. In the College of Nursing and Heath Sciences, clinical practicum sections, a unit will be defined as two (2) clock hours of clinical practicum instruction per week.
2. In laboratory and studio courses, every effort will be made to assign technicians to prepare equipment for experiments, to assist in conducting experiments and to process student reports in order to provide faculty members more equitable teaching loads. For the duration of this agreement, the incremental amount of support for a CVPA professional technician(s) agreed to in the MOU of March 30, 1999 shall be maintained.

3. Advising for master’s theses and doctoral dissertations equals two (2) units for the first student and one (1) unit each for subsequent students for a maximum of four (4) units per semester. Advising for graduate projects equals one (1) unit for the first student and one-half (1/2) unit for each subsequent student to a maximum of three (3) units per semester. Advising credit cannot be accrued for a given individual student for more than four (4) semesters for master’s thesis and project and eight (8) semesters for doctoral dissertation.

4. Every effort shall be made to distribute equitably the number of students per faculty member in a given discipline. A faculty member who has extra large sections for two (2) semesters in succession, shall, where feasible, be given a reduced number of course assignments in the following semester.

5. Whenever possible, the number of preparations for an individual faculty member shall not exceed two (2) without consent of the faculty member involved.

6. The goals of the University require that the average workload for faculty members consist of four (4) basic elements:
   a) The basic instructional workload,
   b) Research, creative or professional activity,
   c) Academic service, and
   d) Public Service

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

8. Instructional workload assignments to faculty members shall reflect (a) the academic needs of the department or program, (b) the faculty member’s qualifications and expertise and (c) the faculty member’s professional interests.
9. In determining workload assignments, the faculty member’s research commitment, service contributions and prior instructional workload shall be taken into account to determine whether these warrant adjustments of instructional workload.

C. DEPARTMENT CHAIRPERSONS

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

D. OTHER FACULTY RESPONSIBILITIES

1. Although not considered as part of the normal teaching load, the full-time, benefited faculty is to participate in and contribute to these activities:
   a) Scheduled academic functions and meetings of the Department, College and University.
   b) Regular student advising or advising other than thesis.

2. Office Hours
   a) For non-law faculty, there shall be at least four (4) scheduled office hours per week, not less than one (1) hour per day on three (3) separate days, per full-time faculty member. Additional office hours may be required when the Department Chairperson and Dean agree on the necessity. (Flexible enforcement to be devised). Scheduled office hours will be posted on office doors and in course syllabi.
   b) For law faculty, there shall be at least four (4) scheduled office hours per week per full-time faculty member. These hours shall be scheduled at times that are convenient for the students in the faculty member’s classes. Additional office hours may be required when the Law Academic Council and the Dean agree on the necessity.

3. Faculty members are required to submit their grades to the Registrar’s Office by the date specified by that office. In cases where this responsibility is not fulfilled, the Registrar will notify the faculty member on the seventh (7th) day following the due date. On the fourteenth (14th) day following the due date, the Administration will be empowered to withhold salary checks until the grade(s) in question are submitted. Extenuating circumstances that prevent the withholding of salary checks will be agreed upon on a case-by-case basis by the Administration and the Faculty Federation.
Notwithstanding the above, law faculty members shall have no less than twenty-one (21) days, subject to variation by the Law Academic Council, following a written examination in which to submit grades.

**E. TEACHING PROGRAMS**

1. **Work Schedule**

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

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

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

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

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

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

**F. TRANSFER**

Faculty may be transferred from one department to another within one college, or between colleges. Such transfers shall be made without loss of seniority or any other rights or perquisites. Transfers must be approved by the Dean or Deans involved, but only with the written consent of the faculty member involved, and
only with the prior approval of a majority of the tenured members of the department to which the transfer is requested.

G. ACADEMIC YEAR AND CALENDAR

1. Academic Year

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

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

2. University Calendar

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

H. FACILITIES

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

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

3. Faculty members shall have access to their offices and/or related laboratory facilities twenty-four (24) hours a day, seven (7) days a week without jeopardizing security.
Suitable faculty lounge areas will be provided in each building containing ten (10) or more faculty offices.

Where feasible, each department shall be allocated at least one (1) full-time secretary. Departments having more than fifteen (15) full-time faculty shall be allocated an additional secretary.

Department Chairpersons shall have first priority in the assignment of single-person offices in the department.

Whenever the temperature inside any work location reaches 85 degrees or above or drops below 65 degrees whereby employees are required to wear coats or heavy sweaters in order to remain in the work location, the person in charge of such work location shall immediately contact the person responsible for heating/cooling the building to determine the cause and probable length of time necessary to correct the problem. The person responsible for heating/cooling the building shall immediately relay such information to the Chancellor who shall have the right to dismiss members of the staff until such time as the situation is to be corrected within the workday.

I. FULL-TIME SERVICE REQUIREMENTS

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

J. DUES CHECK-OFF

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

K. WEATHER CONDITIONS

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

L. [This paragraph intentionally left blank]

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

Full-time faculty members are expected to devote to the University their primary professional loyalty and to direct to the University their time and energy. They are considered “special state employees” for purposes of the Massachusetts law governing the conduct of public officials and employees (Massachusetts General Laws Ch. 268A), however, they are permitted to engage in limited activities
outside of the University during normal working hours, provided such outside
activities do not interfere with their primary obligations. The University
recognizes that outside activities can be of value to faculty and the University.
This Policy is intended to further the mission of the University and to enrich the
experiences of the faculty by facilitating appropriately limited outside activities
for faculty.

1. Definitions

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

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

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

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

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

2. Policy

a) **Scope of Policy**

This Policy applies only to Faculty Members.

b) **Allowable Activities**

The University ordinarily permits full-time Faculty Members to devote the
equivalent of one (1) day within the Academic Week to the performance of
Outside Activities. The University ordinarily does not place a specific
limit on the amount of time that part-time Faculty Members may devote to
the performance of Outside Activities. The time commitment devoted by
any Faculty Member to Outside Activities may not interfere with the
Faculty Member’s professional commitment to the University.
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 encouraged to consult with the University Office for Commercial Ventures and Intellectual Property before entering into any Outside Activities.
encouraged to consult with the Chief Research Officer to ensure that
Outside Activities are outside the scope of the University Intellectual
Property Policy.

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

3. Interpretation and Evaluation

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

4. Enforcement

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

5. Appeals

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

6. Other Policies

As noted above, Outside Activities may involve other University policies,
such as the Intellectual Property Policy, the Policy on Conflicts of Interest
Relating to Intellectual Property and Commercial Ventures, and the Policy on
Compensation for Certain Additional Professional Services (to the extent not
superseded by this Policy). Faculty Members should refer to these other
policies as necessary.
7. The University acknowledges that the Outside Activities of law faculty members may involve confidential information that is protected by the attorney-client privilege. The Rules of Professional Conduct may prohibit the disclosure of this information to the University in the furtherance of the Outside Activities policy. Should the University claim that the assertion of a privilege by a faculty member is improper, both parties shall exercise good faith towards each other and shall seek a resolution of the question through the Board of Bar Overseers and, if necessary, appropriate judicial action. A law faculty member shall not be penalized in any manner for the assertion of privilege unless the University shows that the assertion was unsubstantiated by the law and was raised in bad faith.

N. THE UNIVERSITY OF MASSACHUSETTS POLICY ON CONFLICTS OF INTEREST

1. Definitions

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

a) Chair - The Chairperson of the Conflicts Committee, as described in detail below.

b) Clinical Research - Research involving human subjects.

c) Company - Any corporation, partnership, association, or other legal entity, excluding entities controlled by the United States government, the Commonwealth of Massachusetts, and the University. A Company shall include all affiliates and other associated entities.

d) Conflict of Interest - (i) An actual or potential conflict between the personal interests of a Covered Individual and the interests of the University or the public or (ii) the reasonable appearance of such a conflict to the public. The University recognizes that the mere existence of a conflict of interest is not improper, but could lead to apparent or actual improper behavior. This Policy seeks to manage conflicts of interest to minimize both the appearance of improper behavior and the harm that could result from actual improper behavior. The University does not require disclosure and review of every Conflict of Interest, but only those involving a Financial Interest and certain situations, as described below.
e) **Conflicts Committee** - A five-campus committee that reviews and manages conflicts of interest, as further described in paragraph 2 below.

f) **Covered Individual** - Any individual associated with the University, including without limitation faculty, staff, and students, but excluding members of the CVIP and Vice Chancellors for Research. Anyone who is not a Covered Individual remains subject to the more restrictive provisions of Mass. Gen. Laws Ch. 268A.

g) **CVIP** - The University Office of Commercial Ventures and Intellectual Property.

h) **Director** - The Executive Director of the CVIP.

i) **Equity** - All ownership interests in a Company and all rights to obtain ownership interests in a Company, including without limitation common or preferred stock, warrants, options, and partnership units, and also including compensation arrangements based on equity performance (e.g., phantom stock). “Equity” does not include ownership interests that are held through publicly-traded mutual funds.

j) **Financial Interest** - A Significant Financial Interest or Substantial Financial Interest, both as defined below.

k) **Non-Equity Compensation** - All compensation other than Equity that is provided by a Company or contractually promised by a Company, including without limitation salary, gifts, royalties, consulting fees, honoraria, goods, services, and travel expenses. “Non-Equity Compensation” does not include compensation that is provided by the University pursuant to (i) its Intellectual Property Policy or by another educational or research institution pursuant to a similar policy or (ii) University-approved research funding.

l) **Significant Financial Interest** - Has either of the following meanings.

(1) **Clinical Research** - In relation to Clinical Research that is performed or directed by a Covered Individual, “Significant Financial Interest” means (i) any Equity in a Company that is directly owned by, or is under the control of, a Covered Individual or a member of the individual’s immediate family or (ii) Non-Equity Compensation from a Company in an aggregate amount greater than $1,000 within the prior twelve-month period that is directly or indirectly received by or contractually promised to a Covered Individual or a member of the individual’s immediate family.
2. Administration of Policy

a) Philosophy and Authority of Conflicts Committee

The University assumes that its faculty and staff act with the highest level of personal responsibility, integrity and commitment to the University. Nevertheless, complex situations can arise involving Conflicts of Interest that require specialized knowledge and a multi-disciplinary, problem-solving approach. Therefore, the Committee will have the authority on behalf of the University to review conflicts disclosures and to dispose of conflicts involving Financial Interests in a fair and objective manner, utilizing the knowledge and judgment of Committee members and other resources the Committee desires to access. The Committee will have broad discretion in resolving Conflicts of Interest. Over time, decisions made by the Committee may become precedents that will be used for guidance by the Committee to assure continued principled decision making.
making. Some decisions may periodically be communicated (in a non-
identified fashion) to faculty and staff in the form of advisories or
guidelines. It is anticipated, for example, that promptly after its formation
the Committee will establish and distribute advisories regarding typical
Conflict of Interest situations with their appropriate resolution.

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

b) The Conflicts Committee

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

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

The Director and the General Counsel or their respective designees may
attend all meetings of the Committee. The Director and the General
Counsel shall be informed of the date, time and place of all meetings in
the same fashion as Committee members and shall be furnished with all
information provided to Committee members.
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
approval of (i) certain of the individual’s Financial Interests that would reasonably appear to be affected by the proposed research and (ii) certain of the individual’s Financial Interests in any Company whose financial interests would reasonably appear to be affected by the proposed research.

(4) **Government and Non-Profit Institution-Funded Research** - If a Covered Individual performs or directs research that is funded directly or indirectly by a U.S. Government agency or a non-profit institution, the Covered Individual must comply with any disclosure and approval procedures required by the agency or institution in connection with such funding. For example, in order to comply with Public Health Service and National Science Foundation requirements, the University requires that if a Covered Individual intends to receive or actually receives (i) a Financial Interest that would reasonably appear to be affected by the proposed research or (ii) a Financial Interest in any Company whose financial interests would reasonably appear to be affected by the proposed 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.

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

(6) **Involvement of Students** - Although involvement of students in the outside professional activities of faculty under certain circumstances may enrich the students’ educational experience, such activities have the potential to create a Conflict of Interest when the faculty member has a role in supervising the student’s research, classes, or graduate teaching work. Therefore, involvement of a student in the outside professional activities of a faculty member who has any role with respect to the academic progress of the student may only be undertaken after disclosure to and approval of the Department Chair. In addition, if a faculty member intends to receive or actually receives a Financial Interest in a Company, and if the Covered
Individual supervises or otherwise has control over students who
will be involved in work for the Company, then the Covered
Individual must disclose the Financial Interest and planned student
involvement to the Chief Research Officer and receive allowance in
accordance with this Policy before the assistance of students in such
work commences, even if approved by the Department Chair.

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

b) Management of Conflicts

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

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

(2) Full Review and Allowance of Conflicts - If a Conflict of Interest
involves a Substantial Financial Interest, the Chief Research Officer
member of the Committee will forward the disclosure to the Chair
for inclusion on a Committee meeting agenda. The Chair will also
include on the meeting agenda any other disclosures that have been
selected by the Chief Research Officer as appropriate for full review.
The Conflicts Committee will regularly review and dispose of all
such Conflicts of Interest as described in detail below, as
expeditiously as possible.

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

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

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

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

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

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

- public disclosure of the Financial Interest in
  publications describing the research results;

- independent monitoring of the research;

- modification of the research plan;
• imposition of a holding period on the stock or other security in the case of a Financial Interest consisting of Equity, which will minimize the appearance of influence on the outcome of the research; or

(iv) prohibit a Conflict of Interest with compliance steps to remove the conflict, such as

• divestiture of the Financial Interest;

• disqualification of the Covered Individual from the research.

• In addition to the above, the Committee may refer the matter to the appropriate University official or committee for disciplinary action or other appropriate action.

4. Public Statements

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

5. Appeals

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

A Covered Individual may appeal an initial decision of the Committee or a decision made by the Committee after a rehearing, in each case by requesting
a review of the decision by the President or the President’s designee. At the
President’s discretion, such appeal may be a review of the documentary record
of the decision or may include a meeting with the Covered Individual and
member(s) of the Committee. The decision of the President shall be final.

6. Periodic Review of Policy

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

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

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

O. PARKING FEE

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

P. LEGAL MALPRACTICE INSURANCE

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

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

3. If the coverage provided is not in the name of each covered Federation
member, the University shall cause a certificate of insurance in the name of a
covered Federation member to be provided upon request of a covered
individual.
ARTICLE IX
SABBATICAL LEAVE

A. PURPOSE AND GOAL

1. The University shall award sabbatical leaves for the purpose of supporting and encouraging scholarship (research or professional activity) on the part of individual faculty members and librarians in order to strengthen the academic programs of the University. Or in the case of law faculty members, a sabbatical leave may also be granted for the purpose of enhancing clinical skills (such as pro bono trial work, judicial clerkships, etc.).

2. The criteria upon which the merit of sabbatical leaves shall be judged shall be the quality of the proposed scholarship, the capacity of the applicant to conduct the work, reports on previous sabbatical leaves by the applicant, and the likelihood of the completion of the proposed project. The University shall make every effort to approve all meritorious sabbatical leave applications so that faculty/librarians can have a reasonable expectation that they will receive a sabbatical leave every seven (7) years, assuming the submission of a meritorious sabbatical application. In order to facilitate this outcome, it is expected that departments, who have faculty/librarians on sabbatical leave, will normally meet their instructional/work responsibilities without requesting replacement funding. Exceptions would include, but not be limited to, departments with a) a small number of faculty or b) a relatively large proportion of required courses for their degree programs and library divisions providing a relatively large proportion of essential services.

B. APPLICATION PROCEDURES

1. Each applicant for sabbatical leave shall propose a program of scholarship or professional activity, which is capable of being substantially advanced by means of the leave. The applicant shall indicate the nature of the program, its present state of development, and, in some detail, plans for advancing the program during the leave. A standard application form shall be utilized by all applicants who shall also submit (a) their curriculum vitae, (b) detailed information concerning previous reductions in teaching responsibilities in order to engage in research, scholarship or professional activity including all leaves of absence and (c) description of their proposed program of scholarship or professional activity with information concerning arrangements as the place at which their work is to be carried out.

2. Each applicant for sabbatical leave shall, by October 1 in the year prior to the academic year in which the sabbatical is being requested, submit their application to the Chair of the department in which the applicant holds rank for review by the department’s faculty evaluation committee (FEC). In consultation with the Chair, the FEC shall (1) evaluate the merit of each
sabbatical leave application in the department and (2) recommend the
approval or disapproval of each application and forward it the to the College
Dean. The Chair shall prepare a cover letter to accompany the FEC’s
recommendations, which shall contain any request for replacement funding.
Any disagreement between the majority of the FEC and the Department Chair
with respect to recommending or not recommending a particular application
for approval shall be resolved at the department level whenever possible.
Otherwise, they shall be reported in detail to the College Dean. The
Department Chair shall notify each applicant, in writing, concerning the
FEC’s recommendation and the Chair’s recommendation. A notification of
negative recommendation shall contain a detailed statement of the reasons. A
request for reconsideration of either the FEC’s recommendation or the Chair’s
recommendation shall be filed within 10 days of the date that the applicant
receives notification from the Chair of the FEC’s and Chair’s
recommendations. They shall be heard within the department in accordance
with department policies, prior to the start of the review by the College Dean.

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

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

1. Sabbatical leaves shall ordinarily be limited to tenured faculty members and librarians who are members of the bargaining unit.

2. Sabbatical leaves shall be granted only in connection with proposed or ongoing programs that promise to enhance the professional competence and improve the professional standing of the faculty member/librarian.

3. Sabbatical leaves ordinarily shall not be granted to faculty member/librarian in order: (a) to revise books designed primarily for use as texts, (b) to retrain or develop competencies primarily for a different professional position; (c) primarily to visit various locations of general, professional, or academic interest; (d) to perform full-time duties at another institution similar to the duties presently performed at the University; (e) to complete a doctoral or other terminal degree. Sabbatical leaves for a semester at full pay shall not be granted to a faculty member/librarian if, during the leave, the faculty member is to undertake full-time or part-time employment.

4. Within 60 days following resumption of regular duties at the University, the faculty member/librarian shall submit a written report to the department Chair, to the dean, and to Provost, describing the personal scholarly activities during the sabbatical leave. The report shall become a part of each faculty member/librarian’s service record as a basis for evaluation of subsequent leave requests. An individual granted a sabbatical leave assumes a professional obligation to return to the University for a period of at least one (1) year subsequent to the leave.

5. Sabbatical leaves shall be for a) one (1) semester at full pay, or b) one (1) academic year at half-pay or c) one (1) semester at half-pay.

Sabbatical leaves for librarians shall be for a half year and shall start July 1 or January 1.

6. A first sabbatical leave shall be granted only to a faculty member/librarian who will have completed six (6) years of full-time service by the time the leave begins. Full-time service on a temporary appointment shall count toward a sabbatical leave. Periods of time on leaves of absence without pay shall normally not count toward a sabbatical leave.

7. A subsequent sabbatical leave may not begin before the following conditions are met for the type of sabbatical leave sought:

a) One semester at full pay: A faculty member/librarian has completed full-time service for six (6) years (i.e., 72 months) since the end of their most recent sabbatical leave.
b) One academic year at half-pay: A faculty member/librarian has completed full-time service for six (6) years (i.e., 72 months) since the end of their most recent sabbatical leave.

c) One semester at half-pay: A faculty member/librarian has completed full-time service for three (3) years (i.e., 36 months) since the end of their most recent sabbatical leave.

8. Faculty members/librarians may postpone, upon the request of their department and the approval of the dean, an approved sabbatical leave for up to three (3) academic years. Such years will count as full-time service toward the faculty member’s next sabbatical leave.

9. Upon the granting of sabbatical leave, the faculty member/librarian shall enter into a written agreement with the University that upon termination of such leave the individual will return to the service of the University for a period of one (1) year if the individual has been granted either a leave of one (1) year at half pay or a leave one-half (1/2) year at full pay. In default of completing such specified service, the individual will refund to the Commonwealth, unless excused there from by the President, an amount equal to such proportion of the salary received by the individual while on leave as the amount of services not actually rendered as agreed bears to the whole amount of service agreed to be rendered.
ARTICLE X
RETRENCHMENT AND AFFIRMATIVE ACTION

A. PRIORITY OVER OTHER PROVISIONS

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

B. GENERAL PROVISIONS

1. The Chancellor or designee shall meet in advance to discuss with the Federation any proposed changes, including reduction, curtailment, modification or discontinuance of programs which will lead to a reduction in Unit size.

2. Whenever the University determines that a financial exigency may require the retrenchment of one or more tenured/tenure-track faculty unit members, the Chancellor or designee shall meet to discuss with the Federation the University’s preliminary plan for a systematic retrenchment, including the timing and any academic programs and numbers of individuals potentially impacted.

3. The Chancellor or designee shall, upon request, provide the Federation with accurate information, statistics or financial data related to any change or plan. It is understood, however, that this obligation shall not impose upon the University the requirement to compile information and statistics in the form requested unless such data already is compiled in that form.

4. In adopting a plan or policy of retrenchment, the judgment of the Chancellor shall be final, except as otherwise limited by any provision of this Agreement or by applicable law. The University agrees that it will not reduce Unit size in an arbitrary, capricious or unreasonable manner.

C. ALTERNATIVES TO RETRENCHMENT

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

1. Voluntary Separation Incentive Program

The University shall meet and confer with the Faculty Federation (and other
campus unions, if staff represented by such other campus unions may be
impacted) over the terms of a Voluntary Separation Incentive Program (VSIP).

2. Courses Offered through Online & Continuing Education

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

3. Non-Tenure System Faculty

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

4. Voluntary Transfer of Tenure

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

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

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

   c) The impacted faculty member requesting transfer into the department shall
      be given the opportunity to provide pertinent information to the
      department faculty. At the Department Chairperson’s discretion, this
      information may be provided through a written statement, verbally in
meetings with the department faculty together or separately, or any other appropriate means.

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

5. Available Vacancies

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

D. ORDER OF RETRENCHMENT

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

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

The historical exclusion of marginalized groups has created the condition whereby seniority defined solely by time-in-service fails to account for this prior exclusion.
Accordingly, whenever two (2) or more retrenchment plans are substantially equally valid in achieving the necessary cost savings or other legitimate interests, the University shall abide by and adopt the plan that has the least adverse impact on historically underrepresented faculty.

Notwithstanding the above, the order of retrenchment shall be:

a) Part-time Faculty

b) Full-time, Non-tenure Track Faculty, including Clinical Faculty

c) Tenure Track Full-time Faculty

d) Tenured Full-time Faculty

E. RECALL

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

F. NOTIFICATION

The University will notify the unit member affected as soon as practicable, recognizing that, when circumstances permit, the effective date of said notice will be at least one (1) year in advance. The parties further agree that where retrenchment involves financial exigency, it is understood that whenever possible in the case of tenured unit members, notification for retrenchment shall be one (1) calendar year before the effective date of such retrenchment; that the University may retrench tenured unit members in situations involving financial exigency without providing such notice upon mutual agreement to make immediate, full tender of severance pay in the amount of sixty percent (60%) of the salary which would have been due the retrenched individual over the next twelve (12) month period if the entire notice period is dispensed with, or a proportionate amount if some lesser amount of the notice is dispensed with.
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.
2. Only unit members who are on the payroll on the date on which the appropriation funding this agreement is signed shall be considered eligible for the salary rate increases below. Salary provisions applying to Part-Time Lecturers are indicated in Article XV.

3. Leave, Sabbatical, and Periodic Multi-Year Review Exemptions:

   a) Full-time members of the bargaining unit on unpaid or sabbatical leave shall be said to have met the requirements for rate increases including Merit I, Merit II, and Minimums in this Article during the period of their leave.

   b) Full-time members of the bargaining unit who have undergone a periodic multi-year review, and who receive a rating of Excellent Sustained Performance at three (3) or more levels of evaluation, shall be said to have met the requirements for rate increases including Merit I, Merit II, and Minimums in this Article unless rated deficient. Individuals who receive a rating of generally satisfactory sustained performance shall be eligible for the base salary increase increment but not for any merit increase. Deficient performance in a periodic multi-year review shall disqualify the individual for any salary rate increase for that year, but in subsequent years progress toward the fulfillment of a development plan shall be considered during the annual evaluation.

4. Salary increases for all full-time members of the bargaining unit shall be as follows and shall be applied in the order as outlined below:

   a) Period July 1, 2020 through June 30, 2021:

      (1) Effective the first full pay period in July 2020, each member of the bargaining unit who was rated “Recommended” or “Highly Recommended” in the most recent annual evaluation shall receive a two percent (2%) increase to their base salary.

      (2) In addition to the base salary increase described above and in consideration for the mutual promises contained in this paragraph, members of bargaining unit who are eligible for the salary increase described above, shall receive an additional 0.5% salary increase, not compounded (for a total of 2.5%), effective the first full pay period in July 2020; provided that the Parties hereby acknowledge that the University has fulfilled any and all bargaining obligations pursuant to M.G.L. c.150E concerning the implementation of the contribution rates contained in M.G.L. c. 175M, s.6(e); provided further that, in the event the Department of Family and Medical Leave establishes a contribution rate for which the maximum allowable employee contribution rate exceeds 0.5%, upon request of
the Union, the Parties shall bargain over the impacts of such
employee contribution rate (for baseline purposes, the Parties
acknowledge that the current employee contribution rate is 0.378%).

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

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

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

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

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

e) One-time, Lump-sum Payment

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

f) Effective September 1, 2020, individuals who were promoted during the
previous academic year shall receive a salary rate increment. Promotion
amounts are $3000 for promotion to Associate Teaching Professor,
Teaching Professor, Clinical Associate Professor, or Clinical Professor,
$3400 for promotion to Assistant Professor, Assistant Librarian, Law
Assistant Librarian, or Professional Technician III, $7000 for promotion to
Associate Professor, Associate Librarian, Law Associate Librarian, or
Professional Technician II, $9000 for promotion to Commonwealth
Professor, Chancellor Professor, Professor, Librarian, Law Librarian, or
Professional Technician I.

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

6. Permanent Part-time Employees

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

b) Permanent part-time employees, for purposes of this Article, shall be
defined as members of the bargaining unit employed as of June 30, 1983,
and still employed as of the date of the signing of this Agreement, and
who work fifty percent (50%) or more of the full-time workload, as
defined in this Agreement.

7. Department Chairpersons’ and Library Division Heads’ Stipend

   [This paragraph intentionally left blank.]

8. Director and Coordinator Stipends

   The Provost shall annually publish a list of full-time faculty members who
serve as Directors or Coordinators. Effective September 1, 2017, each
individual on this list shall receive an annual stipend of $1,500, with the
possibility of additional differential compensation. Failure to receive the
stipend shall not be grievable.

9. Prior Contract

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

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

   a) Bona Fide Written Offers

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

   Recognizing that when a member of the bargaining unit receives a bona
fide written offer of employment time is of the utmost essence, within five
(5) business days of receipt of such bona fide written offer of employment,
at the request of the appropriate College/School Dean, the Department
Chairperson, in consultation with the tenured members of the Department
Faculty Evaluation Committee, shall prepare and forward a
recommendation to the Dean on terms of any new contract; provided that,
if the Department Chairperson and the tenured/tenure track (with two (2)
years of service) members of the Department Faculty Evaluation
Committee and the Department Chairperson do not agree on a
recommendation, the tenured/tenured track (with two (2) years of service)
Department Faculty Evaluation Committee may, within five (5) business
days of the receipt of the Department Chairperson’s recommendation,
prepare a separate recommendation for consideration by the Dean; After
conferring with the Department Chair, the Dean shall recommend terms of
the new contract for the approval of the Provost and the Chancellor

provided that, if the tenured/tenured track (with two (2) years of service) Department Faculty Evaluation Committee had prepared a separate recommendation, the Dean shall attach such separate recommendation for consideration by the Provost and Chancellor; provided further that, if neither the tenured/tenure track (with two (2) years of service) Department Faculty Evaluation Committee nor Department Chairperson make such recommendation within the timelines set forth above, the Dean may prepare such recommendation without input from or consultation with the tenured/tenure track (with two (2) years of service) Department Faculty Evaluation Committee or Department Chairperson.

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

b) Preemptive Out of Cycle Pay Increase Offers

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

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

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

In the event that the Department Faculty Evaluation Committee, Department Chairperson, and the Dean recommend against an out of
cycle pay increase, the request will be considered denied, with no further consideration.

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

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

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

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

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

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

12. Extramural Research Incentive Award

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

B. MERIT AWARDS

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

1. MERIT I.

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

2. MERIT II.

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

3. DETERMINATION OF MERIT AWARDS

a) For Faculty to be considered for a Merit award

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

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

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

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

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

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

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

c) Very Good in Professional Effectiveness and Very Good in two (2) other categories.

c) For Professional Technicians to be considered for a Merit award, it is necessary that the annual evaluation for the individual under consideration have at least a “Satisfactory” evaluation in all categories evaluated.

(1) Merit I - Awards under this category shall be based upon the annual evaluation prepared for each Professional Technician. Individuals shall receive a Merit I increase if they receive evaluations from the Department Chairperson, Department Head or immediate supervisor at least as follows:

(a) Excellent in Professional Effectiveness, or

(b) Very Good in Professional Effectiveness and Very Good in one other category, or

(c) Very Good in Professional Effectiveness and Satisfactory in two (2) other categories.

(2) Merit II - Awards under this category shall be based upon the annual evaluation. An individual shall receive a Merit II increase if they receive evaluations from the Department Chairperson, Division Head or immediate supervisor and the Dean (or in the case of Professional Technicians who do not report to a Dean or report to more than one (1) Dean, by the Provost) at least as shown below. The amount of the award shall be determined by the Dean in consultation with the Department Chairperson or Division Head (or in the case of Professional Technicians who do not report to a Dean or report to more than one (1) Dean, by the Provost. Merit II awards shall not be subject to Article XVII grievance procedures.

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

(b) Very Good in Professional Effectiveness and Excellent in one (1) other category, or

(c) Very Good in Professional Effectiveness and Very Good in two (2) other categories.
C. BENEFITS

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

1. Life Insurance

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

2. Group Insurance

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

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

3. Worker’s Compensation

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

4. Travel Allowances

When a member of the bargaining unit is authorized to use a personal
automobile for travel related to employment or is assigned to travel status, the
individual shall be reimbursed for travel and meal expenses at the amount
established in the Board of Trustees/University System Travel Policy.
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
bargain a replacement system, the current sick leave and vacation leave systems will continue without any accrual caps.

c) Funeral Leave

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

d) Family Leave

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

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

In the case of unpaid family leave, the unit member’s salary shall be allocated to the department to hire a replacement, provided that, in the case of faculty members taking such leave, the faculty members in the department are teaching approximately the maximum contract units; and provided that there are funds in the update to FRS account enumeration. Where the leave extends more than a single semester, the need for a replacement will be reviewed by the Department Chairperson or their immediate supervisor.
Any non-tenured faculty member desiring a part-time appointment for the sole purpose of family leave shall have the part-time appointment count towards the residency requirements for tenure, on a prorated basis, if so requested.

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

e) Other Leaves

(1) Military Leave Rules and Regulations

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

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

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

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
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,
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.
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(5) Leave for elective stay of probationary period of employment.

(a) Any member of the bargaining unit may, for cause, request a stay of the probationary period (time period before consideration for tenure or other permanent appointment), for not less than one (1) year, and not more than three (3) (non-consecutive) years. The stay of probation is not intended to affect teaching responsibilities.

(b) The following shall constitute cause:

(i) Significant responsibilities for elder care or care of dependent or domestic partner;

(ii) Disability or chronic illness; or

(iii) Circumstances beyond the bargaining unit member’s control that may significantly affect progress toward tenure.

(c) The member of the bargaining unit requesting such a stay must submit a request, in writing with sufficient certification, to the Department Chairperson and the College Dean. Such a request may be made any time prior to the conclusion of the academic year for which a stay is requested. A written request must be submitted for each subsequent year in which a stay is requested. All submitted documentation is to be considered confidential.

(d) Only the bargaining unit member has standing to request a stay of the probationary period.

(e) Decision made in such cases shall not be grievable.

8. Sick Leave Bank

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

Within ninety (90) days after the effective date of this Agreement or, in the case of any member of the bargaining unit first employed after such date, then on or before the date on which such member is first entitled to personal sick leave, the member may become a member of the Sick Leave Bank by assigning one (1) day of personal sick leave accumulation to the Bank.
9. During the term of this Agreement, a member of the bargaining unit who is
not a member of the Sick Leave Bank may become so by assigning to the
Bank, during the month of September, one (1) day of personal sick leave
accumulation.

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

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

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

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

10. Tuition Credits

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

b) Members of the bargaining unit and members of their immediate family
shall be allowed to enroll tuition free for credit and non-credit courses
offered through the Online and Continuing Education at the University,
provided that they shall not be counted in determining whether the course
is canceled. Should any member of the bargaining unit become disabled or
die, that individual (if living) and members of the individual’s immediate
family shall be allowed to enroll tuition free for courses offered through
the Online and Continuing Education, provided that they shall not be
counted in determining whether the course is canceled.

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

11. Health and Welfare

a) Trust Agreement

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

b) Funding

Effective January 1, 2015, the Commonwealth shall contribute $15.50 per
week per full-time equivalent member of the bargaining unit. Effective
January 1, 2016, the Commonwealth shall contribute $16.00 per week per
full-time equivalent member of the bargaining unit. Effective January 1,
2017, the Commonwealth shall contribute $16.50 per week per full-time
equivalent member of the bargaining unit.

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

PREAMBLE

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

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

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

1. All credit courses shall be instituted through the curriculum procedures of Article V of this Agreement.

2. The Head of Online & Continuing Education shall submit the official request for courses to be offered through Online & Continuing Education to Department Chairpersons no later than November 30 for the fall semester, April 30 for the intersession and spring semester, and October 30 for the summer sessions. The Department Chairperson, in consultation with the faculty shall recommend course listings through the Dean of the appropriate College to the Head of Online & Continuing Education no later than December 30 for the fall semester, May 30 for the intersession and spring semester, and November 30 for the summer sessions. The Head of Online & Continuing Education, after consultation and with the approval of the appropriate Chairperson, may add additional courses listed in the University Standard Course File.

3. Minimum and maximum enrollment for courses offered through Online & Continuing Education shall be determined by the Department Curriculum Committee, in accordance with process for determining class size. However, where the minimum and/or maximum enrollment for a course is not defined: 1) the minimum enrollment shall be in accordance with the University's course cancellation guidelines; and/or 2) the maximum enrollment shall be determined by the Department Chairperson in consultation with the Dean of the College/School.

4. No member of the bargaining unit shall have a right to teach an OCE course on an overload basis; provided, that: 1) Members of the bargaining unit shall have first refusal rights (over non-Members) in regard to assignments for teaching courses in the area of their discipline; and 2) consistent with and
subject to paragraph 5 of the Online & Continuing Education Online Course Development Agreement, the course developer(s) will be granted the first right of refusal to teach the online course for two (2) subsequent terms after the initial offering. Judgments of the qualifications to teach specialized areas within the disciplines shall be made by the Department Chairperson in consultation with the Dean of the College/School. Where no member of the department is available to teach a course, the standard procedures for recruitment of part-time personnel shall be followed.

5. Online and Continuing Education courses shall be assigned by Department Chairpersons or Interdisciplinary Program Directors in accordance with the provisions in Article VIII(B)(8).

6. Department Chairpersons shall recommend Lecturers for credit courses which carry a departmental or disciplinary prefix.

7. The common form for student rating of teaching (Article VII(G)(2)) shall be used in all OCE sections. Department questions shall be added at the discretion of the Department Chairperson. All faculty teaching in Online & Continuing Education shall be evaluated each semester.

8. Where satisfactory performance has been evidenced by faculty members, and a curricular need exists, assignments shall be on the basis of equal opportunity to teach courses. Such equal opportunity shall be measured over a three-year period.

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

1. Course enrollments shall be monitored by the Head of Online & Continuing Education throughout the registration periods and decisions to confirm or cancel classes will be made on a timely basis so students and faculty can be informed and plan accordingly.

2. Online & Continuing Education Courses shall normally be confirmed: 1) for fall and spring semesters, following the ordinary course (14 days prior to the start of the semester); or 2) for all other sessions, no later than the last University business day prior to the commencement of classes. When a course has been canceled, the Head of Online & Continuing Education shall inform the appropriate Department Chairperson and the affected OCE Instructor.

3. A contract shall be issued to OCE Instructors 30 to 60 days prior to the first day of classes for each session. OCE Instructors shall return contracts to Online & Continuing Education within ten (10) days of date of issue. All contracts issued for Online & Continuing Education courses shall be transmitted to the President of the Faculty Federation within five (5) days of their receipt by the Office of Human Resources.
4. OCE Instructors shall receive per-course stipends in accordance with the salary schedule in Article XI(A), paid in equal bi-weekly installments throughout the course; Stipends for OCE courses are not subject to annual, merit, or other contractual salary increases.

5. All persons assigned to teach credit-bearing courses in Online & Continuing Education shall be designated as Lecturers in Online & Continuing Education.

6. Assignment to teaching of courses in Online & Continuing Education implies that the OCE Instructors shall be available for scheduled academic consultation with students during the hours of Online & Continuing Education.

7. Part-time Lecturers teaching credit-bearing courses offered through Online & Continuing Education shall receive, as a minimum, a course stipend that is equal to their per-credit salary as defined in Article XV(B)(2)(c).

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

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

   \[
   \text{prorated stipend} = \frac{\text{actual enrollment}}{\text{minimum enrollment}} \times \text{course stipend}
   \]

   Unless otherwise defined, the minimum enrollment for a course shall be the minimum enrollment as defined in the University’s course cancellation guidelines.

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

   \[
   \text{prorated stipend} = \frac{\text{excess enrollment}}{\text{maximum enrollment}} \times \text{course stipend}
   \]

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

9. Each Department Chairperson or designee will receive $50.00 for each course that runs through OCE using that department’s designation for coordinating
with Online and Continuing Education to identify an optimum mix of course offerings responsive to student needs and interest.

10. Members of the Bargaining Unit teaching off campus shall be compensated for travel expenses consistent with travel allowances elsewhere in this Agreement (Article XI(C)(4) - Travel Allowances).
ARTICLE XIII
LIBRARIANS AND LIBRARY ASSISTANTS

A. TERMINAL DEGREE

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

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

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

B. PERSONNEL RECOMMENDATIONS –Librarians

PREAMBLE

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

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

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

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

1. Evaluation

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

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

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

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

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

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

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

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

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

2. Reappointment

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

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

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

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

d) Except in the Law Library, the Division Head shall make a recommendation for reappointment to the Dean of Library Services. A copy of this recommendation shall be made available to the individual
under consideration at least five (5) working days prior to its submission
to the Dean of Library Services.

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

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

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

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

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

3. Promotion

a) For the purpose of promotion, librarians shall be evaluated by the
Librarian Evaluation Committee and the Division Head or by the Law
Librarian Evaluation Committee and the Associate Dean of the Law
Library.
b) The Librarian or Law Librarian Evaluation Committee will forward its recommendation to promote or not to promote an individual to the Division Head or Associate Dean of the Law Library on or before January 15. A copy of this recommendation with substantiation shall be sent to the individual at least five (5) working days prior to submission to the Division Head or Associate Dean of the Law Library.

c) The Division Head, except in the Law Library, shall make a recommendation to promote or not to promote an individual to the Dean of Library Services on or before February 15. A copy of this recommendation with substantiation shall be sent to the individual at least five (5) working days prior to its submission to the Dean of Library Services.

In the Law Library, the Associate Dean of the Law Library shall make a recommendation to promote or not to promote an individual to the Dean of the School of Law on or before February 15. A copy of this recommendation with substantiation shall be sent to the individual at least five (5) working days prior to its submission to the Dean of the School of Law.

d) The Dean of Library Services or the Dean of the School of Law shall make a recommendation to promote or not to promote an individual to the Provost, on or before March 15. A copy of this recommendation with substantiation shall be made available to the individual at least five (5) working days prior to its submission to the Provost.

e) The Provost shall make a recommendation to promote or not to promote an individual to the Chancellor on or before April 15. A copy of this recommendation with substantiation shall be sent to the individual at least five (5) working days prior to its submission to the Chancellor.

f) The Chancellor shall make a decision on promotion for each individual by May 15.
g) While length of service alone is not cause for promotion, the following shall be considered the normal period of time to be spent in rank:

(1) Library Assistant – five (5) years
(2) Assistant Librarian – six (6) to seven (7) years
(3) Associate Librarian – six (6) or more years.

4. Ratings for Personnel Recommendations

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

a) Highly Recommended

(1) Excellent Professional Effectiveness and at least Very Good performance in one (1) other category, or
(2) Very Good Professional Effectiveness and Excellent performance in one (1) other category, or
(3) Very Good Professional Effectiveness and Very Good performance in two (2) other categories.

b) Recommended

(1) Excellent Professional Effectiveness and Satisfactory performance in one (1) other category, or
(2) Very Good Professional Effectiveness and Very Good performance in one (1) other category, or
(3) Satisfactory Professional Effectiveness and Very Good performance in two (2) other categories.

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

5. Layoff and Recall

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

a) Notice of Layoff

The Dean shall provide at least one (1) calendar year’s written notice to
the laid off member of the bargaining unit, 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 member of the bargaining unit 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 member is qualified, such laid off member, in order of layoff, shall be offered the position; provided that, any 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.

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

C. PERSONNEL RECOMMENDATIONS – Library Assistants

PREAMBLE

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

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

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

1. Evaluation

   a) Library assistants shall be evaluated at the end of each academic year by 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
library assistant works.

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

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

3. Layoff and Recall

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

a) Notice of Layoff

The Dean shall provide at least one (1) calendar year’s written notice to the laid off member of the bargaining unit, 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 member of the bargaining unit 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 member is qualified, such laid off member, in order of layoff, shall be offered the position; provided that, any 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.

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

D. LIBRARY DIVISION HEADS

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

E. GRIEVANCE

Librarians or library assistants, as members of the bargaining unit, shall have all the benefits of the grievance procedure as outlined in this Agreement.
F. PROFESSIONAL IMPROVEMENT/ANNUAL LEAVE

1. Scheduling of professional improvement/annual leave shall be subject to the approval of the Dean of Library Services for non-Law Library employees or of the Associate Dean of the Law Library for Law Library employees. Librarians and library assistants shall be entitled to professional improvement/annual leave according to the following schedule:

   a) For employees hired after June 25, 1983:

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

      (2) For service after eight (8) years and under sixteen (16) years – 21 days/year

      (3) For service after sixteen (16) years and under twenty-five (25) years - 23 days/year

      (4) For service after twenty-five (25) years - 28 days/year

2. Accruals shall be earned monthly but recorded quarterly. Accruals shall be cumulative for a period of up to sixty-four (64) days and shall be payable to librarians and library assistants or their survivor(s) upon termination of employment.

3. Once every year, on or before July 1, all librarians and library assistants shall be notified of their accrued annual leave.

G. PERSONAL LEAVE

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

H. SCHEDULING OF DUTY HOURS

1. Carney Library Employee

   a) When scheduling duty hours, the requests and justifications for special consideration of librarians and library assistants shall be taken into account by the Division Head and submitted to the Dean of Library Services for approval.

   b) Those librarians who work nights and weekends shall be granted compensatory time or salary equivalent to 1.50 times the number of hours worked.
c) The workload for librarians shall be a maximum of 37.5 hours per week. Unless individual contracts specify otherwise, librarians shall not be required to work more than four (4) weekends and sixteen (16) weeknights per year.

2. Law Library Employee

a) When scheduling duty hours the requests and justifications for special consideration of librarians and library assistants shall be taken into account by the Associate Dean of the Law Library.

b) Unless the employee was expressly hired for the purpose of working nights or weekends, a librarian who work nights or weekends shall be granted compensatory time or salary equivalent to 1.50 times the number of hours worked.

c) The workload for law librarians shall be a maximum of 37.5 hours per week. Unless individual contracts specify otherwise, librarians shall not be required to work more than four (4) weekends and sixteen (16) weeknights per year.

3. The workload for librarians shall be a maximum of 37.5 hours per week. Unless individual contracts specify otherwise, librarians shall not be required to work more than four (4) weekends and sixteen (16) weeknights per year.

I. SICK LEAVE

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

J. ASSOCIATE DEAN OF THE LAW LIBRARY

1. The Associate Dean of the Law Library shall be the administrative head of the Law Library and shall report to the Dean of the School of Law.

2. The Associate Dean of the Law Library shall qualify as a Law Librarian. Except in extraordinary circumstances, the Associate Dean of the Law Library shall also hold a tenured or tenure-track faculty appointment at the School of Law in addition to the appointment as Associate Dean of the Law Library.

3. Should a vacancy exist in the Associate Dean of the Law Library, a Search and Screen Committee shall be composed of three (3) tenure-track faculty members from the School of Law designated by the Dean of the School of
Law, one of whom shall be the chair of the Search and Screen Committee, and two (2) librarians designated by the Dean of Library Services, at least one of whom is employed in the Law Library. The Search and Screen Committee shall solicit candidates by using standards and procedures to promote the goal of achieving quality and diversity on and equal opportunity for the faculty. The Search and Screen Committee shall screen the available candidates and produce a list of at least three (3) finalists for the Associate Deanship for review by the Law Faculty and the Dean of the School of Law. The Committee shall ensure that all law faculty have an adequate opportunity to meet the finalist candidates during the screening process and provide feedback to the Committee. Consistent with current University process, the Committee shall forward at least three (3) finalists to the Dean providing the committees assessment of strengths and weaknesses. The Dean will make their final recommendation to the Provost.
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.
2. Recommendation for hiring of new Professional Technicians shall be made by the Department Chairperson of the appropriate department, with the advice of tenured department faculty, and upon consultation with non-tenured faculty.

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

C. JOINT APPOINTMENTS

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

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

3. When a joint appointment is made, only one department shall be identified as the individual’s principal department. Where the joint appointment specifies that the individual will work a majority of hours in a given department, that department shall be the principal department. Where the individual’s work load is divided equally between two (2) or more departments, the joint appointment shall take effect only when the individual has identified in writing the principal department with which they will be affiliated.
The principal department is the department in which the individual is considered for all personnel actions, including annual evaluations, contract renewal, and promotion. For academic departmental appointments it is also the department in which the individual shall vote on Department Chairperson and it identifies the College Academic Council on which the individual shall be represented.

D. PERSONNEL RECOMMENDATIONS

PREAMBLE

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

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

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

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

1. Evaluation

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

b) All Professional Technicians shall be evaluated in Professional Effectiveness and at least one (1) other category. All Professional Technicians shall be evaluated at the end of each academic year according to the following criteria:
Professional Effectiveness, including but not limited to the development, improvement and demonstration of professional competence in their assigned field; active participation in professional evaluation of departmental services for the purpose of maintaining their quality, relevance and viability; and continuous discharging of departmental responsibilities. Notwithstanding achievements made in other areas of evaluation, professional effectiveness shall be considered the most important criterion for technician achievement.

Professional Improvement, including courses of study.

Professional Service

University Service.

Public Service associated with one’s area of professional competence.

c) A copy of this evaluation shall be made available to the individual under consideration at least five (5) working days prior to its submission to the Dean of the College.

2. Reappointment

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

a) One hundred and eighty (180) days prior to the anniversary date for the second year of service; Two hundred and seventy (270) days prior to the anniversary date for the third year of service.

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

c) The Dean of the College or the Division Head shall make a recommendation to reappoint or not to reappoint the individual to the Provost. This recommendation with substantiation shall be in writing and shall be sent to the individual at least five (5) working days prior to its submission to the Provost.

d) The Provost shall review the recommendation on reappointment or non-reappointment, together with substantiation and shall send a
recommendation to the Chancellor together with all other forwarded
documents.

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

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

3. Promotion

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

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

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

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

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

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

(2) Professional Technician III – six (6) to seven (7) years
Professional Technician II – six (6) or more years.

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

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

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

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

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

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

4. Ratings for Personnel Recommendations

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

a) Highly Recommended

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

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

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

b) Recommended

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

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

(3) Satisfactory Professional Effectiveness and Very Good performance in two (2) other categories.
c) Not Recommended. Failure to meet the standards under the “Recommended” rating.

5. Layoff and Recall

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

a) Notice of Layoff

The Dean shall provide at least one (1) calendar year’s written notice to the laid off member of the bargaining unit, 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 member of the bargaining unit 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 member is qualified, such laid off member, in order of layoff, shall be offered the position; provided that, any 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.

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

E. GRIEVANCE

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

F. PROFESSIONAL IMPROVEMENT/ANNUAL LEAVE

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

a) For employees hired after June 25, 1983:

(1) For service eight (8) years and under - 20 days/year
For service after eight (8) years and under sixteen (16) years - 21 days/year

For service after sixteen (16) years and under twenty-five (25) years - 23 days/year

For service after twenty-five (25) years - 28 days/year

2. Accruals shall be earned monthly but recorded quarterly. Accruals shall be cumulative up to sixty-four (64) days and shall be payable to Professional Technicians or their survivor(s) upon termination of employment.

3. Once every year, on or before July 1, all Professional Technicians shall be notified of their accrued annual leave.

G. PERSONAL LEAVE

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

H. SICK LEAVE

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

I. PROFESSIONAL LEAVE

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

The Professional Leave Committee shall be composed of three (3) individuals elected for a three-year term by the professional technicians and three (3) members appointed by the Chancellor.

The Professional Leave Committee shall recommend to the Chancellor those individuals it deems worthy of professional leave. The Chancellor will confer with the appropriate administrator regarding feasibility of releasing the individual for the leave.
J. DEPARTMENTAL MEETINGS

Professional Technicians shall have the right to participate in meetings of their departments and shall have the right to vote in all decisions of the department. Professional Technicians shall not vote on faculty personnel recommendations.
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.
c) Initial appointments of full-time teaching faculty shall ordinarily be at the rank of Instructor or Assistant Teaching Professor and shall ordinarily be for a term of two (2) years.

d) An initial appointment may be made on an emergency basis (i.e. without following the full search and screen process contained in Article VI(A). The initial term of such appointment shall be for one (1) year, renewable, without following the appointment renewal process contained in paragraphs 3(e) and (f) of this Article, for a second one (1) year term.

Full-time teaching faculty who are appointed on an emergency basis shall be eligible to be considered as a candidate in any future search and screen process for the position.

Any time served during an emergency hire shall be included for the purpose of fulfilling the probation period and service requirement for the purpose of promotion.

e) The initial two-year appointment and the first two-year appointment renewal (a total of four (4) years) shall constitute a probationary period leading to consideration for continuous appointment.

Personnel actions that occur during a probationary appointment shall not be subject to the grievance procedure contained in Article XVII.

f) Minimum Requirements for Appointment

(1) Instructor

This is an entry-level rank which requires completion of the Master’s degree or academic/professional certification in a disciplinary area related to the position responsibilities. The Provost may approve exceptions to this requirement at the request of the College/School Dean and with the acceptance of the Faculty Federation.

(2) Assistant Teaching Professor

This is an entry-level rank which requires an earned terminal degree in the relevant or closely related disciplinary area or academic/professional certification or equivalent experience in a disciplinary area related to the position responsibilities. 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) 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:
d) Ratings for Appointment Renewal and Promotion

Following are the ratings for the evaluation of full-time teaching faculty for appointment renewal and promotion recommendations:

(1) Recommended

An Excellent in Teaching Effectiveness and Advising and an Excellent or a Very Good in University Service and no Unsatisfactory ratings.

(2) Not Recommended

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

e) Promotion Increment

Individuals promoted to Assistant Teaching Professor or to Teaching 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 full-time teaching 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.
g) Continuous Appointment shall mean an appointment with no end date. Full-time teaching 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) Discharge for Cause

When appropriate, prior to initiating discharge procedures, the Department Chairperson may employ progressive discipline or other remedial efforts to resolve any performance deficiencies.

(a) Initiation of Discharge Procedures.

The Dean, in consultation with the Department Chairperson, shall initiate the discharge process, by submitting a formal charge and recommendation for discharge to the Provost, with a copy to the Department Chairperson, the faculty member, and the Union. The charge shall include:

(i) A detailed statement of the facts on which the recommendation to discharge is predicated;

(ii) The names of any individuals who may have direct knowledge of the facts and circumstances of the matter;

(iii) Any known relevant documentary evidence.

Within ten (10) days of receipt of the charge, the faculty member may submit a response to the Provost, with copies to the Dean, the Department Chairperson, and the Union. Such response may include answers to the allegation(s) or other relevant information, the names of additional individuals who may have direct knowledge of the facts and circumstances of the matter, and any additional relevant documentary evidence.

Any written charge or response may be amended upon the discovery of additional information.

(b) Hearing Procedures

The Dean shall convene a panel of not fewer than three (3) and not more than six (6) faculty members from the college/school, but from outside the department, who will serve as the Hearing
Panel for the purpose of conducting a hearing and rendering a recommendation to the Dean. The Department Chairperson shall be an ex-officio, non-voting member. The Hearing Panel shall designate a chair. The hearing will be conducted in accordance with the following:

(i) The faculty member may be represented by the Union or another University faculty or staff member; the Dean may be represented by another University faculty or staff member. Neither party may be represented by a personal attorney.

(ii) The Dean has the burden of proof.

(iii) The faculty member and the Dean or their representatives shall have the opportunity to make opening and closing statements, to examine and cross-examine witnesses, and to introduce relevant documentary evidence. Members of the Hearing Panel may also question witnesses and may limit the amount of time permitted for each of these activities.

(iv) With appropriate notice to all parties, the Hearing Panel may call its own witnesses, who may be cross-examined by the faculty member and the Dean or their representatives.

(v) The Hearing Panel shall not be bound by the rules of evidence.

(vi) Following the hearing, the Hearing Panel shall file written findings of fact and a recommendation for disposition with the Provost, with copies to the Dean, Department Chairperson, the faculty member, and the Union.

(c) Decision by the Provost.

Upon consideration of the Hearing Panel’s findings and recommendation for disposition, the Provost shall determine whether to: 1) reject the charges; 2) dismiss the faculty member; or 3) take other action, and shall, within ten (10) days of receipt of the Hearing Panel’s recommendation, issue a written decision to the Hearing Panel, the Dean, Department Chairperson, and the faculty member; provided that, any
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.
(c) Any teaching faculty who is recalled following an absence of one or more years, shall be required to authorize a background check, consistent with the process used for new hires.

h) Promotion

(1) Service Requirements

While length of service alone is not cause for promotion, the following shall be considered the typical time to be spent in rank.

(a) Instructor; a minimum of five (5) years full-time University teaching.

(b) Assistant Teaching Professor; a minimum of six (6) years full-time University teaching. No more than three (3) years as an Instructor shall count toward years in rank.

(c) Associate Teaching Professor; a minimum of six (6) years at the rank of Assistant Teaching Professor.

(d) Teaching Professor; a minimum of six (6) years at the rank of Associate Teaching Professor

A candidate shall serve at least four (4) years in rank at the University before being considered for promotion. Review will normally occur no earlier than the sixth (6th) year in a full-time teaching faculty position.

There is no promotion to Chancellor or Commonwealth Teaching Professor.

(2) Criteria and Procedures

The criteria and procedures for promotion of full-time teaching faculty shall generally follow the criteria and procedures contained in Article VII(K)(3)-(7), except that the Department Faculty Evaluation Committee and each subsequent levels of review shall judge each full-time teaching faculty candidate for promotion on the basis of the two (2) categories contained in paragraph A(3)(a) of this Article and shall classify each full-time teaching faculty candidate using the ratings contained in paragraph A(3)(d) of this Article.
4. Working Conditions

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) Teaching Assignments

The maximum assignment per academic year for full-time teaching faculty of any rank shall be twenty-four (24) teaching units (fourteen (14) in the Law School and thirty-six (36) for CVPA studio-only faculty). No full-time teaching faculty member shall have a teaching assignment of fewer than twenty (20) teaching units in an academic year unless approved by the College/School Dean.

b) The goals of the University require that the average workload for full-time teaching faculty consist of two (2) basic elements:

(1) The basic instructional workload, and

(2) University Service.

5. Other Provisions

a) Full-time teaching faculty are not subject to the Periodic Multi-Year Review.

b) Full-time teaching faculty are not eligible for sabbatical leave.

c) The provisions contained in Article X, Retrenchment and Affirmative Action, are not applicable to full-time teaching faculty.

B. SALARY SCHEDULE AND BENEFITS FOR PART-TIME LECTURERS

The parties agree to continue bargaining over the terms and conditions of employment for Part-time Lecturers; provided, that any such proposals shall be subject to ratification by the Union and the Administration.

1. Benefits – the Administration agrees to provide full GIC benefits, effective September 1, 2005, for all eligible Part-Time Lecturers (PTLs).

a) Attaining eligibility: PTLs who have taught 48 or more units (60 or more units for CVPA studio-only faculty) over the time period encompassing eight (8) of the past nine (9) semesters or greater will be eligible for benefits. University Extension courses taught during the Fall and Spring semesters shall count towards eligibility.
b) Initial status for eligibility: Once eligibility has been attained, PTLs with halftime or greater status will be benefited. Half-time status is defined as teaching 6 or more units per semester (7.5 units for CVPA studio-only faculty) plus additional service duties assigned by the Department Chair, in consultation with the College Dean.

c) Maintaining status: Once eligibility has been attained, PTLs must teach a minimum of 12 units per academic year (or fifteen (15) for CVPA studio-only faculty), excluding January courses, to maintain eligibility. OCE courses taught during the Fall and Spring semester will count toward the eligibility requirement.

d) Service: All benefited PTLs will perform additional service duties assigned by the Department Chair, in consultation with the College Dean. These additional duties may be department-based, college-based, or university-based. All benefited PTLs will receive an annual stipend of $500 as compensation for performing service.

e) GIC contract: Benefits will be in effect for the period September 1 through August 31, and salary for benefited PTLs will be paid over the same 12-month period. If allowed by the GIC contract, PTLs who become eligible shall receive benefits at the start of the Spring semester.

2. Each part-time lecturer shall receive a minimum salary per unit as follows:

a) With effect the semester commencing on or after June 30, 2020, beginning with the third consecutive semester of service at the University: $1,436; for semesters 4 of 5 through and including semesters 9 of 10: $1,633; and for semesters 10 out of 11 or greater: $1,862.

b) With effect the semester commencing on or after June 30, 2021, beginning with the third consecutive semester of service at the University: $1,465; for semesters 4 of 5 through and including semesters 9 of 10: $1,666; and for semesters 10 out of 11 or greater: $1,899.

c) With effect the semester commencing on or after June 30, 2022, beginning with the third consecutive semester of service at the University: $1,494; for semesters 4 of 5 through and including semesters 9 of 10: $1,699; and for semesters 10 out of 11 or greater: $1,937.

d) To be eligible for any retroactive pay related to the increases in the stipend minima described in paragraphs (a), (b), or (c) in this section, an employee must be on the payroll on the effective date of any such increase.
c) One-time, Lump-sum Payment

In consideration for the disruption brought about by COVID-19 and as a recognition for the cooperation demonstrated by members of the bargaining unit, members of the bargaining unit who are on the payroll during the pay period during which the payment described in this paragraph is implemented, shall receive a one-time, lump-sum payment of not less than $250. This payment shall be calculated as $1000 pro-rated by the full-time equivalent of each member’s assigned workload during the semester in which the payment is implemented.

C. HIRING OR RENEWAL OF CONTRACT

1. All Lecturers shall be notified of their hiring or contract renewal at least fourteen (14) days in advance of the beginning of the semester.

2. Benefited Lecturers in a department shall be offered contracts on the basis of seniority (greatest total number of semesters) for six (6) units per semester, provided that there are vacancies for six (6) units that they are academically qualified to teach in the department.

   If there remain courses being offered by the department without an assigned instructor, then the non-benefited Lecturers in a department who are members of the bargaining unit shall be offered contracts on the basis of seniority for three (3) units per semester, provided that there are vacancies for three (3) units that they are academically qualified to teach in the department.

   If there remain vacancies after each Benefited Lecturer in a department has been assigned six (6) units and each non-Benefited Lecturer in a department who is a member of the bargaining unit has been assigned three (3) units, all additional contracts shall be offered to Lecturers on the basis of seniority.

3. Lecturers in the bargaining unit, providing that they meet the needs of the department, shall have preference in hiring within the University for courses offered to lecturers.

4. The Department Chairperson shall be responsible for evaluating each part-time lecturer annually and for recommending or not recommending each part-time lecturer for reappointment. All part-time lecturers shall be evaluated in teaching effectiveness. Benefited part-time lecturers shall also be evaluated on the basis of any other responsibilities identified in their individual appointment letters.
A Lecturer who teaches ten (10) or more units in a semester (six (6) or more units at the Law School) shall be considered a full-time lecturer for that semester.

Lecturers who teach fewer than ten (10) units (or thirteen (13) for CVPA studio-only faculty) in a semester shall be considered Part-Time Lecturers for that semester.

Once an individual achieves eligibility for inclusion in this bargaining unit, this eligibility shall be in effect for all subsequent contracts issued as a Lecturer. In all cases where a department makes such a request and the Dean agrees, contracts will be offered on a two-semester (Fall/Spring of an academic year) or multi-year basis.

D. BENEFITS

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

Part-Time Lecturers shall be eligible for benefits as provided in Article XI(C)(1) (Life Insurance), (C)(2) (Group Insurance), (C)(3) (Workmen’s Compensation), (C)(6) (Annuities), (C)(7)(b) (Funeral Leave), (C)(7)(c) (Family Leave), (C)(7)(d) (Other Leaves), (C)(8) (Sick Leave Bank), and (C)(10) (Health and Welfare) to the extent permitted by Massachusetts law and/or the Massachusetts Group Insurance Commission.

1. Tuition Remission

All Part-Time Lecturers shall be eligible for system-wide tuition remission benefits to the extent such are provided pursuant to the Higher Education Coordinating Council System Wide Tuition Remission Policy for Higher Education Employees.

2. Sick Leave

All Part-Time Lecturers shall be entitled to one (1) day sick leave per semester per three (3) units of teaching under contract. Accruals shall be posted at the beginning of each semester/contract period. There shall be no limit on accumulation.

3. Grievance

All Part-Time Lecturers shall have all the benefits of the grievance procedure as outlined in this Agreement.
WORKING CONDITIONS

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.
ARTICLE XVI
RESEARCH FACULTY, CLINICAL FACULTY, RESEARCH ASSOCIATE, CLINICAL LAW FELLOW and TECHNICAL ASSOCIATE

A. RESEARCH FACULTY

1. Definition

Research faculty are full-time, non-tenure-eligible faculty members who are qualified to engage in, be responsible for, or oversee a significant area of research or scholarship. These are grant-funded positions, with a twelve (12) month term of service and the opportunity for multiple year and consecutive appointments. Appointments to this track may be at the level of Research Assistant Professor, Research Associate Professor or Research Professor depending on qualifications and experience.

Research faculty may serve as principal or co-principal investigators on grants or contracts administered by the University. Research faculty may serve on departmental, college/school and university committees but may not participate in personnel decisions. Research faculty also may serve on graduate student supervisory committees but may not serve as sole chairs of graduate student committees.

Research faculty are eligible for the same benefits as Research Associates. They are not eligible for sabbatical leaves.

2. Terms of Appointment

The following guidelines apply to the appointment, evaluation, responsibilities and reappointment of research faculty.

Requirements

a) Minimum requirements to be met for appointment of or promotion to Research Assistant Professor include a Ph.D. or terminal degree in a discipline germane to the research programs of the University; and evidence of strong research abilities and potential for scholarship.

b) Minimum requirements to be met for appointment or promotion to Research Associate Professor include: an exemplary level of accomplishment as measured against the contribution of others in their field; professional conduct conducive to a collegial work environment and standards of professional integrity that will advance the interests of the University; an area of specialization compatible with University priorities; and evidence indicating a commitment to maintaining the level of competence in research expected of a faculty member.
c) Minimum requirements to be met for appointment of or promotion to Research Professor include: continuing accomplishments and evidence of national and international recognition in research; and evidence of valuable professional service.

3. Limitations

a) Research faculty positions are non-tenure track, non-tenure accruing, and no form of tenure, implied or otherwise, is associated with these positions.

b) Research faculty appointments are grant-funded and generally for a period of 12 months. No appointment (including reappointment, with or without promotion) shall be for a term of more than three (3) years. The university may appoint a research faculty for consecutive terms.

c) Like other faculty members at the University, research faculty shall be evaluated annually. The evaluation should focus on performance in the category of Scholarship and Professional Activities.

d) The official duties of a research faculty member shall consist of at least fifty percent (50%) research, scholarly, or artistic endeavors, but will have no significant amount of recurring teaching assignments.

e) Research faculty are not eligible for sabbatical leave. Other benefits and privileges (e.g. one (1) year termination notice) may be negotiated and should be clearly stated in the offer letter or the reappointment letter.

f) A research faculty member is expected to be an integral part of the academic unit and actively participate in departmental and college/school scholarly activities within the guidelines of the university.

4. Process of Appointment, Reappointment, and Promotion

a) A request for an appointment to a research faculty position (including reappointment, with or without promotion) must be initiated by an academic unit following procedures in place for all faculty appointments, including those in colleges, schools, departments, centers, and institutes. The package must include a position authorization form showing that the appointment is not tenure accruing, as well as the credentials of the candidate and a letter of recommendation from the unit head(s) justifying the request for the title.

b) The promotion procedures for the department and college/school must be followed if the case is for a promotion.
B. CLINICAL FACULTY


Notwithstanding any provision contained in Article V to the contrary, full-time clinical faculty may participate in governance and decision making as follows:

a) Clinical 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) Clinical faculty, at the rank of clinical assistant professor, clinical associate professor, or clinical 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 clinical faculty, but excluding any matters relating to personnel actions, including appointment, re-appointment, tenure, or promotion of tenured or tenure-track faculty.

c) Clinical faculty shall not be eligible to serve on or vote in any election for candidates to serve on a College Academic Council.

d) Clinical 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 clinical faculty:

a) All appointments of clinical faculty shall be without tenure, without credit toward tenure, and without eligibility for tenure.

Clinical faculty shall maintain or attain licensure and/or certification, as appropriate.

b) All appointment letters shall include rank at time of hire, annually 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.
c) Initial appointments of clinical faculty shall ordinarily be at the rank of Clinical Instructor or Clinical Assistant Professor and shall ordinarily be for a term of two (2) years.

d) The initial two-year appointment and the first two-year appointment renewal (a total of four (4) years) shall constitute a probationary period leading to a continuous appointment.

Personnel actions that occur during a probationary appointment shall not be subject to the grievance procedure contained in Article XVII.

e) Minimum Requirements for Appointment.

(1) Clinical Instructor

This is an entry-level rank which requires completion of the Master’s degree and academic/professional certification as required for the position responsibilities. The Provost may approve exceptions to this requirement at the request of the College/School Dean and with the acceptance of the Faculty Federation.

(2) Clinical Assistant Professor

This is an entry-level rank which requires an earned terminal degree in discipline or a Master’s degree in the discipline and an earned terminal degree in the relevant or closely related disciplinary area, and academic/professional certification as required for the position responsibilities. 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) Clinical Associate Professor

Initial appointment to this rank is discouraged. This rank requires an earned terminal degree in the discipline or a Master’s degree in the discipline and an earned terminal degree in the relevant or closely related disciplinary area, and academic/professional certification as required for 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) Clinical Professor

Initial appointment to this rank is discouraged. This rank requires an earned terminal degree in the discipline or a Master’s degree in the
discipline and an earned terminal degree in the relevant or closely
related disciplinary area, and academic/professional certification as
required for the position responsibilities, 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 clinical
faculty.

a) Clinical faculty shall be evaluated for personnel recommendations based
on the categories of Teaching Effectiveness and Advising, Scholarship and
Professional Activities, and University Service.

b) For personnel actions involving promotion, the clinical faculty member,
the Department Chair, and Dean shall agree on (an) external scholar(s) for
the purposes of soliciting one (1) letter of evaluation of the individual’s
Scholarship and Professional Activities. Using a standard form, the
Department Chairperson shall solicit the evaluation letters.

c) Ratings for Annual Evaluation

The following ratings for the annual evaluation of clinical faculty are
established:

(1) Highly Recommended

Excellent in Teaching Effectiveness and Advising, Excellent or a
Very Good in Scholarship and Professional Activities, or University
Service and no Unsatisfactory rating.

(2) Recommended

Very Good in Teaching Effectiveness and Advising, and in
Scholarship and Professional Activities, or University Service, and
no Unsatisfactory ratings.

(3) Not Recommended

Failure to meet the standards under the “Recommended” rating.
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) Discharge for Cause

When appropriate, prior to initiating discharge procedures, the Department Chairperson may employ progressive discipline or other remedial efforts to resolve any performance deficiencies.

(a) Initiation of Discharge Procedures.

The Dean, in consultation with the Department Chairperson, shall initiate the discharge process, by submitting a formal charge and recommendation for discharge to the Provost, with a copy to the Department Chairperson, the faculty member, and the Union. The charge shall include:

(i) A detailed statement of the facts on which the recommendation to discharge is predicated;

(ii) The names of any individuals who may have direct knowledge of the facts and circumstances of the matter;

(iii) Any known relevant documentary evidence.

Within ten (10) days of receipt of the charge, the faculty member may submit a response to the Provost, with copies to the Dean, the Department Chairperson, and the Union. Such response may include answers to the allegation(s) or other relevant information, the names of additional individuals who may have direct knowledge of the facts and circumstances of the matter, and any additional relevant documentary evidence.

Any written charge or response may be amended upon the discovery of additional information.

(b) Hearing Procedures.

The Dean shall convene a panel of not fewer than three (3) and not more than six (6) faculty members from the college/school, but from outside the department, who will serve as the Hearing Panel for the purpose of conducting a hearing and rendering a recommendation to the Dean. The Department Chairperson shall be an ex-officio, non-voting member. The Hearing Panel shall designate a chair. The hearing will be conducted in accordance with the following:

(i) The faculty member may be represented by the Union or another University faculty or staff member; the Dean
may be represented by another University faculty or staff member. Neither party may be represented by a personal attorney.

(ii) The Dean has the burden of proof.

(iii) The faculty member and the Dean or their representatives shall have the opportunity to make opening and closing statements, to examine and cross-examine witnesses, and to introduce relevant documentary evidence. Members of the Hearing Panel may also question witnesses and may limit the amount of time permitted for each of these activities.

(iv) With appropriate notice to all parties, the Hearing Panel may call its own witnesses, who may be cross-examined by the faculty member and the Dean or their representatives.

(v) The Hearing Panel shall not be bound by the rules of evidence.

(vi) Following the hearing, the Hearing Panel shall file written findings of fact and a recommendation for disposition with the Provost, with copies to the Dean, Department Chairperson, the faculty member, and the Union.

(c) Decision by the Provost

Upon consideration of the Hearing Panel’s findings and recommendation for disposition, the Provost shall determine whether to: 1) reject the charges; 2) dismiss the faculty member; or 3) take other action, and shall, within ten (10) days of receipt of the Hearing Panel’s recommendation, issue a written decision to the Hearing Panel, the Dean, Department Chairperson, and the faculty member; provided that, any 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

A clinical 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 clinical 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 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.

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

i) Promotion

(1) Service Requirements

While length of service alone is not cause for promotion, the following shall be considered the typical time to be spent in rank:

(a) Instructor; a minimum of five (5) years full-time University teaching.
(b) Clinical Assistant Professor; a minimum of six (6) years full-time University teaching. No more than three (3) years as an Instructor shall count toward years in rank.

(c) Clinical Associate Professor; a minimum of six (6) years at the rank of Clinical Assistant Professor.

(d) Clinical Professor; a minimum of six (6) years at the rank of Clinical Associate Professor.

A candidate shall serve at least four (4) years in rank at the University before being considered for promotion. Review will normally occur no earlier than the sixth (6th) year in a full-time teaching faculty position.

There is no promotion to Clinical Chancellor or Commonwealth Teaching Professor.

Further requirements to be met for appointment of or promotion to Associate Clinical Professor include: an exemplary level of accomplishment as measured against the contribution of others in their field; professional conduct conducive to a collegial work environment and standards of professional integrity that will advance the interests of the University; an area of specialization compatible with university priorities; and evidence indicating a commitment to maintaining the level of competence in teaching and scholarship expected of a clinical faculty member.

Further requirements (in addition to those previously identified) to be met for appointment of or promotion to Clinical Professor include: continuing accomplishments and evidence of national and international recognition in scholarship; and evidence of valuable professional service.

(2) Criteria and Procedures

The criteria and procedures for promotion of full-time clinical faculty shall generally follow the criteria and procedures contained in Article VII(K)(3)-(7), except that the Department Faculty Evaluation Committee and each subsequent levels of review shall judge each full-time clinical faculty candidate for promotion on the basis of the three (3) categories contained in paragraph B(3)(a) of this Article and shall classify each full-time clinical faculty candidate using the ratings contained in paragraph B(3)(d) of this Article.
4. Working Conditions

Notwithstanding any provision contained in Article VII to the contrary, the following shall be applicable to the personnel recommendations of full-time clinical faculty.

a) Teaching Assignments

The teaching assignments shall be primarily in their area of clinical/professional expertise. Clinical faculty shall also have advising responsibilities as determined by the College/School and Department.

Teaching, scholarship, practice, and service expectations for clinical faculty should incorporate activities that use and build on their Clinical/Professional Excellence. Scholarship and Professional Activities, and Service Activities should be closely related to the clinical areas of expertise and responsibilities.

The maximum assignment per academic year shall be twenty-four (24) units. The standard teaching assignment per academic year shall be twenty-one (21) units. Adjustments upward or downward from this standard assignment are possible with written justification and approval by the faculty member, the Chairperson and the Dean. It is understood and agreed that on occasion a department chair may assign more than twenty-one (21) 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.

The goals of the University require that the average workload for full-time teaching faculty consist of three (3) basic elements:

(1) The basic instructional workload,

(2) Research or professional activity, and

(3) University Service.

5. Other Provisions

a) Full-time clinical faculty are not subject to the Periodic Multi-Year Review.

b) Full-time clinical faculty are not eligible for sabbatical leave.

c) The provisions contained in Article X, Retrenchment and Affirmative Action, are not applicable to full-time clinical faculty.
C. RESEARCH ASSOCIATE

A Research Associate is any non-faculty employee of the University whose primary responsibilities are to: (a) supervise research activities or (b) to conduct research activities through the University.

This employee classification will include:

- full-time and part-time employees;
- benefited and non-benefitted employees; and
- temporary and permanent service employees.

This employee classification shall not include:

- recipients of honorific titles from the University, but who receive no compensation from the University; or
- full-time and part-time members of the faculty and students of the University.

Research Associates are eligible to supervise theses and dissertations with the approval of the student’s major department.

D. CLINICAL LAW FELLOW

A Clinical Law Fellow is any non-faculty employee of the University of Massachusetts School of Law whose primary responsibilities are to work in a Law clinic operated by the School of Law, specifically on direct representation, student supervision, teaching and/or appellate and advocacy work. It is preferred, but not required that all Clinical Law Fellows shall be admitted to the practice of law before the relevant tribunal(s) before being hired.

This employee classification will include:

- Full-time and part-time employees;
- benefitted and non-benefitted employees; and
- temporary and permanent service employees.

This employee classification shall not include:

- Recipients of honorific titles from the University but who receive no compensation from the University;
- full-time and part-time members of the faculty and students of the University;
- administrative support staff; or
- clerical support staff.
E. TECHNICAL ASSOCIATE

A Technical Associate is any non-technician employee of the University whose primary responsibility is to provide technical support to employees engaged in the supervision or conduct of research activities through the University.

This employee classification will include:

- full-time and part-time employees;
- benefited and non-benefited service employees; and
- temporary and permanent employees.

This employee classification shall not include:

- administrative support staff;
- clerical support staff; or
- students of the University.

F. TERMS OF EMPLOYMENT OF RESEARCH AND TECHNICAL ASSOCIATES

Terms of employment for Research Associates, Technical Associates, and Clinical Law Fellows shall be governed by an individual contract between the individual and the, University. However, the parties recognize that work schedules for Research Associates, Technical Associates, and Clinical Law Fellows may vary widely within the standard payroll period, and certain individual bargaining unit members have schedules, consistent with department/School goals, that require them to provide services as part of their duties at night or on weekends. In addition, Research Associates, Technical Associates, and Clinical Law Fellows, as professionals, on occasion have to devote additional time to the completion of their work. The individual contract must include the following items:

1. The precise dates and length of employment.

2. The terms of service, including but not limited to a specification of whether the position is full-time or part-time, benefited or non-benefited.

3. Benefits to be offered. Full-time Research Associates and Technical Associates shall receive the following minimum benefits subject to availability of funds:

   a) Group Insurance under the provision of all covered University employees.
b) Participation in the Commonwealth of Massachusetts retirement program or federal alternative.

c) Workers Compensation as defined in Article XI(D)(3). (Workers Compensation).

d) Travel Allowance as defined in Article XI(D)(4) (Travel Allowances).

e) Ten (10) vacation days per year, incremented by one (1) after each two (2) continuous years of successive employment up to a maximum of fourteen (14) vacation days, with accruals earned bi-weekly and to be used within the contract period that they are awarded (unused vacation days shall be forfeited at the end of the contract period).

f) Fifteen (15) sick leave days per year with accruals earned bi-weekly and to be used within the contract period that they are awarded (unused sick leave days shall be forfeited at the end of the contract period).

g) Health and welfare plans.

h) All holidays observed by the University with the exception of floating holidays.

i) Tuition waiver for courses taken by the employee and spouse and/or dependents for courses offered at any of the University of Massachusetts campuses with the exception of the Medical School. Research Associates and Technical Associates shall receive both a tuition waiver and a fee waiver (except for applied courses) for courses taken at the University.

4. A job description which will include examples of duties and responsibilities, identify the individual’s immediate supervisor and the person(s) who shall be responsible for evaluating the individual’s performance on an annual basis, and state explicitly whether or not field time (at sea or on the land) is expected and the anticipated extent of the field time.

5. The condition(s), if any, of contract renewal or continuation, including criteria for annual evaluation. The annual evaluation of Research Associates and Technical Associates shall be completed at least thirty (30) days prior to the expiration of their individual contract. A written copy of the evaluation(s) shall be provided to the employee. The evaluation shall include:

a) A review of the individual’s performance based on the criteria of evaluation in the individual’s contract.

b) A statement of whether the individual’s contract will be continued, modified, or terminated upon its expiration.
6. Rate of compensation.
ARTICLE XVII
GRIEVANCE PROCEDURES

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.

A. OBJECTIVE

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.

B. DEFINITIONS

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,
explore resolution, and, if necessary, recommend a decision and remedy on
the merits of the Grievance.

7. “Investigative Conference” shall mean an informal conference presided over
by the Grievance Officer and conducted in accordance with paragraph D,
below, for the purpose of obtaining relevant testimonial and documentary
evidence.

8. “Joint Committee on Conflict Resolution” shall mean a committee comprised
of three (3) members appointed by the Faculty Federation and three (3)
members appointed by the Chancellor. Members of the Committee will be
trained in conflict resolution and these procedures.

C. GENERAL PROVISIONS

1. Any member of the bargaining unit or the Faculty Federation may initiate a
Grievance by delivering (email is preferred) a completed Grievance to the
Grievance Officer and Chancellor, within fourteen (14) calendar days from the
date on which the Grievant knew or should have known of the facts and
circumstances upon which the Grievance is predicated. The Grievance must
include:

   a) the specific Article(s) in the Agreement that are alleged to have been
      violated, misinterpreted, or inequitably applied;
   
   b) the names of any Interested Parties;
   
   c) a statement about how or why the facts and circumstances violated,
      misinterpreted, or inequitably applied the Agreement; and
   
   d) a description of the remedy sought.

2. For a Grievances arising out of personnel actions, a Grievance shall not be
filed until the final appropriate academic administrative official on the campus
has made their final decision on the personnel action that is to be the subject
of the Grievance. Should an earlier decision-maker’s decision be overturned
or corrected as a result of the Grievance, that decision as well as all
subsequent decisions shall be re-evaluated based on the Grievance finding.

3. The Faculty Federation shall represent every member of the bargaining unit at
various levels of the grievance procedures. The Faculty Federation shall
provide representation for any Department Chairperson in grievances filed
against the actions of a Department Chairperson. When members of the
bargaining unit choose to handle their own grievance cases, they do so at their
own peril.
4. Either the Employer or the Faculty Federation may elect to not address
through these Grievance Procedures, including arbitration, any claim alleging
a violation of Article II(A) or any other claim of discrimination or retaliation
based upon protected characteristics that is the subject of a charge or
complaint filed with the MCAD, the EEOC, the OFCCP, the Federal Office of
Civil Rights, or in state or Federal court.

5. Interested Parties who are employees of the Employer are required to
participate in the Grievance process and to provide documentary and other
tangible evidence that is within their control but may file written objections
with the Investigating Officers that are based upon privilege or other legally
recognized excuse against participation or disclosure. The Investigating
Officers will attempt to resolve any such objections but, in the event the
Investigating Officers are unable to resolve the objection, the Chancellor shall
make a determination concerning compulsory participation or disclosure. In
the event an Interested Party does not (for any reason) participate in the
process or if a requested document or other tangible evidence is not provided,
the Investigating Officers may make an adverse or other inference as is
appropriate.

6. All time limitations contained within this Article shall be capable of
reasonable extension whenever the Investigating Officers determine that the
needs of justice so require, including, without limitation, to a subsequent
Academic Year, if necessary.

7. Service on the Joint Committee on Conflict Resolution shall be deemed
University service.

D. PROCEDURES

1. Informal Procedure/Investigative Conference

   a) Not later than seven (7) calendar days after a Grievance is filed, the Joint
   Committee, in a manner it shall determine, shall appoint, from the
   members of the Committee, one (1) member of the bargaining unit and
   one (1) member of the administration, who, together with the Grievance
   Officer, shall be referred to as the Investigating Officers. In accordance
   with the procedures below, the Investigating Officers shall have the power
   to investigate the Grievance, explore resolution, and, if necessary, conduct
   an Investigative Conference as described below and recommend a
decision and remedy on the merits.

   (1) Should Investigating Officers not be appointed by the end of the
   seven (7) day period, for any reason, one (1) member shall be
   appointed from each group by random selection done by the
   Grievance Officer.
(2) Should any Investigating Officer have a conflict of interest, that Officer shall inform the Grievance Officer of the conflict and a substitute Investigating Officer shall be appointed. If the Investigating Officer does not do so and the Grievant, Faculty Federation, or University assert that a conflict exists, the other appointed Investigating Officers shall determine by unanimous vote whether disqualification is required. Participation or involvement by the Investigating Officer in the underlying actions that form the basis of the grievance as well as any other situation where the Grievance Officer’s impartiality can be reasonably be questioned shall be considered a conflict of interest.

b) Prior to conducting an Investigative Conference, the Investigating Officers may meet (jointly or separately) with the Grievant(s) and other Interested Parties in an attempt to resolve the Grievance, and may, at any time, recommend to the Chancellor or designee that the Grievance ought to be referred to a neutral mediator or facilitator; provided that, in the event the Chancellor decides to refer the matter to a mediator or facilitator, this process shall be temporarily suspended.

c) Investigative Conference

(1) If the Grievance is not settled with the concurrence of the Grievant following any earlier attempts, not later than fourteen (14) calendar days after their appointment, the Investigating Officers shall convene an Investigative Conference. Attendance at the Investigative Conference will generally be limited to the grievant and Interested Parties and their representatives; neither the public nor other members of the campus community may attend without unanimous consent of the Investigative Officers. The Investigative Conference shall be presided over by the Grievance Officer, who shall generally control the order of the proceeding. Investigating Officers may:

(a) Receive or request relevant documents (in advance of, during, or following the Investigative Conference) from the Grievant, Respondent, or others; provided that the Investigating Officers shall provide a copy of any document received in accordance with this provision to the Grievant and Respondent or their representative, if any.

(b) Subject to the provisions contained in paragraph (C)(4) of this Article, require Interested Parties or others to attend the Investigative Conference to provide information, documents, and other tangible things concerning the facts and circumstances relevant to the Grievance.
(c) Ask questions of attendees.

(2) Interested Parties or other individual(s) who attend the Investigative Conference, subject to reasonable limitations imposed by the Grievance Officer, shall have the right:

(a) To be heard, to ask relevant questions of others, and to present relevant documentary evidence; provided that the traditional rules of evidence shall not apply;

(b) To be free from retaliation in any form by the Respondent, Faculty Federation, Grievant(s), or any other individual; and

(c) To be accompanied by a Faculty Federation or other representative of their choosing, provided that, as this process is designed to resolve a contract dispute between the Employer, the Faculty Federation, and the Grievant in good faith and without legal formalism, the Faculty Federation, Employer, Grievant, Interested Parties, and other individuals or entities involved in the process shall not be represented at the Conference by an attorney.

(3) Not later than fourteen (14) calendar days following the Investigative Conference, the Investigating Officers who are members of the Joint Committee on Conflict Resolution (“Voting Members”) shall submit a joint investigative report and recommendation to the Faculty Federation and Respondent; provided that, if the Voting Members cannot agree on the contents of a joint report, each Voting Member shall file a separate investigative report and recommendation to the Faculty Federation and Respondent, providing the other Voting Member with simultaneous copy. Then, four (4) calendar days shall be allowed for the filing of a rebuttal response by the other Voting Member.

(4) Not later than seven (7) days following receipt of the investigative report(s) and rebuttal(s), if any, the Faculty Federation and the Employer shall meet with the Investigating Officers and confer about the investigative report(s). In the event the Faculty Federation and the Employer agree with the Investigating Officers’ recommendation(s) or other resolution and the Grievant concurs, the process shall be considered concluded and the recommendation shall be implemented.

(5) If, following the process described above, the Faculty Federation and the Employer cannot agree on a resolution, if the Grievant does not concur in the decision, or in any case after seven (7) days
following the submission of the investigative report(s) and rebuttal(s), if any, the Grievance Officer shall file the investigative report(s) with the Chancellor and the matter shall advance to the Formal Process.

2. Formal Process

a) Not later than fourteen (14) days after the Grievance has advanced from the Informal Process, the Chancellor or authorized designee, will review the investigative report(s) and recommendation(s) and issue a written decision, sustaining or denying the Grievance.

b) In making that decision, the Chancellor or authorized designee may meet with the Grievant(s) or others who have knowledge of the facts and circumstances, each accompanied by a Faculty Federation representative or other representative of their choosing should the individual so desire.

3. Arbitration

a) Within thirty (30) calendar days of the Chancellor’s decision, or the date the decision should have been rendered if the Chancellor fails to render a decision, the Faculty Federation ONLY may appeal the decision of the Chancellor to the American Arbitration Association for arbitration.

b) The proceeding may be initiated by filing a demand for arbitration with the American Arbitration Association. The Faculty Federation shall send copies of its demand to the Chancellor and the President of the University. A single arbitrator will be selected pursuant to the voluntary labor arbitration rules of the American Arbitration Association. Where acceptable to both parties to this agreement, the American Arbitration Association's procedures for expedited arbitration will be utilized. A hearing will be convened and concluded as soon as practicable. The arbitrator shall issue a decision not later than thirty (30) days from the date of the closing of the hearings. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted.

c) The decision of the arbitrator shall be final and binding on both parties and the grievant and all will abide by it. Neither party waives its entitlement to appeal an arbitrator’s award pursuant to G.L.C.150c, §§10, 11 or 12.

d) The arbitrator's fees and expenses will be shared equally by the parties.
c) 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.
ARTICLE XVIII

DEPARTMENT CHAIRPERSONS, GRADUATE PROGRAM DIRECTORS, and LIBRARY DIVISION HEADS

A. DEPARTMENT CHAIRPERSONS

1. Term, Qualification, Selection and Appointment of Department Chairpersons

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.

In General

The following procedures shall be followed in nominating and appointing a Department Chairperson (except in the School of Law).

a) The Chairperson shall be appointed by the Dean in consultation with and the approval of the Provost and Chancellor.

b) The term of a Chairperson shall be four (4) years.

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.

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.

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.
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 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
external Chairperson shall be appointed with a recommendation for tenure in the Department at the time of hire.

f) In the event that the Department Chairperson chooses not to carry out the duties of the office or cannot carry out said duties, an Acting Chairperson shall carry out the duties. The Acting Chairperson shall be appointed by agreement between the Department Chairperson and the College/School Dean, for absences by the regular Chairperson of three (3) months or less. For absences longer than three (3) months, an Interim Chairperson shall be nominated by the Department and appointed following the procedures as described in Article XVIII(A)(1)(e) above.

g) Actions concerning the term, qualification, selection and appointment of a Chairperson shall not be subject to the grievance procedure, except where such action was arbitrary or capricious.

2. Faculty Leaders in the School of Law

In the case of the Law School, if this Agreement assigns a task to the department chairperson that is not expressly assigned to another person at the Law School, that task shall be done by the chairperson of the Tenure and Promotion Committee if the function arises under Article VII, and otherwise by the chairperson of the Law Academic Council.

The parties agree to continue bargaining over the terms and conditions of duties for Faculty Leaders in the School of Law; provided, that any such proposals shall be subject to ratification by the Union and the Administration.

3. Removal or Recall of Department Chairperson

The parties agree that the following procedures for the recall or removal of a Department Chairperson shall not be used until a Department Chairperson has served at least twelve (12) months from the date of their appointment.

a) Removal of a Department Chairperson by the Dean

The Dean for just cause may remove a Chairperson and declare a vacancy to exist at any time provided they give reasons for their declaration to the Department Chairperson, all tenured members of the Department and the Faculty Federation. The action of the Dean in this regard shall not be subject to grievance unless the reasons were arbitrary or capricious.

(1) If, after a minimum of one (1) years’ service, a Chairperson demonstrates repeated willful neglect or poor performance of their agreed-upon duties, the College/School Dean, in consultation with the Provost, and upon written notification to the Provost, the
Chairperson, and the tenured members of the Department, may remove the Chairperson for cause; except that, in unusual circumstances, where the Department faculty and the Dean agree, the Chairperson can be removed at other times.

Upon the recall or removal of a Chairperson, the vacancy provisions of Article XVIII(A)(1)(c) shall apply, and a successor Chairperson shall be appointed in accordance with the provisions described in Article XVIII(A)(1)(e) above.

The action of the Dean in this regard shall not be subject to grievance, except where such action was arbitrary or capricious.

b) Recall of a Department Chairperson by the Department

c) The Department faculty has the right to initiate the process to recall the Chairperson where the faculty members are of the opinion that the best interests of the students and faculty are not being represented by the actions of the Chairperson. Generally, the following procedures for the recall of a Department Chairperson shall not be used until a Chairperson has served at least (12) months from the date of their appointment. Any Chairperson who is appointed through an external search may not be recalled until they have served one (1) full Chairperson term of four (4) years. In unusual circumstances, where the Department faculty and the College/School Dean agree, the Chairperson can be recalled at other times.

The filing with the Dean of a petition to recall signed by a minimum of thirty percent (30%) of the tenured/tenure-track faculty and professional technicians of the department.

Upon receipt of a petition to recall, the Dean will notify the appropriate Academic Council to give fourteen (14) days written notice to all department members eligible to vote in the nomination of a Chairperson setting forth the time, the date and the place where the recall election by secret ballot will be held.

A two-thirds (2/3) vote of all the tenured/tenure-track members of the Department shall be required to recommend to the Dean that a vacancy be declared to exist in the office of Department Chairperson. Upon certification of the recall results by the Academic Council, the Dean and the Provost, the Dean shall notify the appropriate Academic Council to call for a new election following the procedures delineated in Article XVIII(A)(1)(e) above.
Any Chairperson who is appointed through an external search may not be recalled until they have served one (1) full chairperson term of four (4) years; except that, in unusual circumstances, where the Department faculty and the Dean agree, the Chairperson can be recalled at other times.

4. Externally Hired Chairpersons

   a) Where the College/School Dean, after consultation with the tenured faculty of the Department, recommends, and the Provost elects to proceed with, an external Chairperson, the Dean may initiate a search for an external Chairperson in accordance with the standard University faculty hiring process.

   b) Except in extraordinary circumstances, whenever an external Chairperson is brought in, this person shall be appointed with a recommendation for tenure in the Department at the time of hire.

   c) This person shall become a member of the Faculty Bargaining Unit and become subject to this Article and the CBA.

5. The Chairperson's Role and Responsibilities

   The Department Chairperson shall be responsible to the Chancellor of the University through the College/School Dean who has overall authority and responsibility for the College/School, and through the Provost who, as Chief Academic Officer under the Chancellor, has primary responsibility for university academic programs and authority over all Colleges and Schools.

   The primary responsibilities of the Department Chairperson will be to: evaluate faculty members within their department (as described in Article VII), assign teaching duties (as described in Article VIII) and complete those tasks required to support the students and faculty in the Department.

   Department Chairpersons shall submit proposed course schedules to the appropriate Dean no later than December 1 for the following fall semester and no later than March 1 for the following spring semester.

   The overall responsibilities of each Department Chairperson shall be to lead and promote the academic and intellectual growth of their department and the effective use of, and advocacy for, the educational/instructional resources and programs within the department in meeting the needs of the students, faculty and staff sufficiency, and the objectives of the College/School. These activities may include:
• Leads the faculty in the development and articulation of the vision and
goals for the department in accordance with the College/School and
University strategic plan.

• Works with the Dean’s Office and the Office of Human Resources to
recruit and encourage a diverse faculty and student body.

• Where appropriate, encourages faculty to submit grant proposals and
other solicitations for external support for teaching and scholarship.

• Works with the Dean’s Office to develop, with appropriate resources, a
mentoring program for junior faculty to assist them in establishing their
teaching and scholarship.

• Supervises the activities of administrative staff and professional
technicians assigned to the department.

• Encourages and reinforces a positive working environment; works with
faculty and the Dean’s Office to resolve disputes and disagreements
within the constraints of the contract and available resources and, where
necessary, refers issues to the appropriate University offices.

• Assists and encourages the department faculty in their pursuit of
excellence in teaching, learning and scholarship.

• Fosters and leads a department culture of continuous improvement.

Within workload and resource constraints, each College/School Dean and
Chairperson together shall develop the specific and appropriate activities to be
undertaken during the Chairperson’s contractual period. These duties may
include.

• Recruiting candidates for faculty positions within their department
following University policy and procedures;

• Evaluating faculty members within their department in accordance with
the provisions set forth in Article VII of the CBA;

• Assigning faculty teaching obligations in accordance with the prescribed
curriculum, and of the workload provisions set forth in Article VIII of the
CBA;

• Implementing approved academic standards and policies as they pertain to
departmental programs;
• Preparing estimates of future educational, fiscal and physical needs of the Department;

• Cooperating with appropriate departmental committees and the College/School Dean to conduct the periodic review of departmental and course curricula, course descriptions, etc. to ensure their currency and compliance with professional practice and accreditation standards;

• Assigning faculty offices in accordance with Article VIII(H)(1);

• Ensuring that student course ratings are performed for all courses taught by faculty in the Department;

• Forming appropriate Department committees and assigning tasks to ensure performance of Departmental service activities;

• Other duties specifically provided for elsewhere in the CBA. Department Chairperson duties being subject to negotiation with the Faculty Federation.

In the discharge of these responsibilities, the Department Chairperson shall consult with the members of their Department and the College/School Dean.

The description of a Chairperson's responsibilities is attached to this agreement as Appendix A. The specific and appropriate activities will be further defined each academic year through consultation between the Chairperson and the College/School Dean.

6. Evaluation of Chairperson

The Department Chairperson shall be evaluated annually in a separate category of “Academic Leadership/Administration”. This evaluation will be used to assess eligibility for Merit II award.

a) In the case of Department Chairpersons, the Department Faculty Evaluation committee shall prepare an annual evaluation of the Chairperson. In addition to the categories defined in Article VII(A), this evaluation shall include a separate evaluation category of “Academic Leadership/Administration” that addresses the Chairperson’s effectiveness in meeting the mutually agreed upon duties and responsibilities for the position of Chairperson.

b) At or near the beginning of each academic year, the Dean shall distribute to all the tenured members of the Department a copy of the document describing the duties and responsibilities of the Department Chairperson in the area of “Academic Leadership/Administration” that have been
mutually agreed to by the Chairperson and the Dean for the forthcoming year. This document shall be used by the Department Faculty Evaluation Committee to perform the required annual evaluation of the Chairperson in the category of “Academic Leadership/Administration”.

c) The evaluation of “Academic Leadership/Administration” of the Chairperson by the Dean referred to in Article VII(G)(1) shall include an evaluation of the mutually agreed upon duties and responsibilities and shall be separate and not included in any other category of performance.

d) The Academic Leadership/Administration” evaluation will be used to assess eligibility for Merit II award for Chairpersons.

7. Chairperson’s Compensation

Chairpersons shall receive a financial stipend that is in addition to the regular faculty compensation and shall be a part of the individual's base salary. The stipend is included as part of the base salary for purposes of determining the salary rate increments for percentage increases.

a) The Formula for Chairperson Compensation

The compensation for carrying out the responsibilities associated with being Department Chairperson shall be determined based on the complexity of the department according to the model outlined below.

There are thirteen (13) factors considered in determining the complexity of an academic unit. Of these, ten (10) factors are important indicators of the size of the department, the remaining three (3) factors are also indicators of the complexity of the department:

(1) Total headcount of full-time faculty.

(2) Total number of PTLs (defined as adjuncts teaching in day program and adjuncts teaching day program courses online).

(3) Number of undergraduate student majors.

(4) Number of graduate students pursuing the master’s degree.

(5) Number of graduate students pursuing a doctoral degree.

(6) Number of undergraduate degrees produced.

(7) Number of master’s graduate degrees produced.

(8) Number of doctoral degrees produced.
1. Total expenditures from externally-funded research grants.
2. Student-credit-hours delivered.
3. Number of degree programs offered.
4. Total number of full-time equivalent (20 hours/week) Graduate Student Assistants (Teaching Assistant, Teaching Fellow, Instructional Assistant, Studio Assistant, Clinical Assistant, Graduate Assistant and externally-funded Research Assistant) employed within the Department.
5. Number of FTE support staff.
These factors generate points as described below:

<table>
<thead>
<tr>
<th>Category</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Faculty Headcount</td>
<td></td>
</tr>
<tr>
<td>full-time</td>
<td>1 – 6</td>
</tr>
<tr>
<td>part-time</td>
<td>1 – 3</td>
</tr>
<tr>
<td>Enrollment</td>
<td></td>
</tr>
<tr>
<td>Undergraduate Major</td>
<td>1 – 100</td>
</tr>
<tr>
<td>Graduate Masters</td>
<td>1 – 40</td>
</tr>
<tr>
<td>Graduate Doctoral</td>
<td>1 – 6</td>
</tr>
<tr>
<td>Degrees Awarded</td>
<td></td>
</tr>
<tr>
<td>Undergraduate Baccalaureate</td>
<td>1 – 15</td>
</tr>
<tr>
<td>Graduate Masters</td>
<td>1 – 5</td>
</tr>
<tr>
<td>Graduate Doctoral</td>
<td>1</td>
</tr>
<tr>
<td>External Grant Expenditures</td>
<td></td>
</tr>
<tr>
<td>(dollars)</td>
<td>$1 – $200,000</td>
</tr>
<tr>
<td>Student Credit Hours Delivered</td>
<td></td>
</tr>
<tr>
<td>(excluding OCE courses)</td>
<td>1 – 1000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Category</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0.5</td>
</tr>
<tr>
<td>Number of Degree Programs Offered</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Number of FTE Graduate Assistants</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Number of FTE Support Staff</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2 – 4</td>
</tr>
</tbody>
</table>
The points used to determine the Chairpersons’ compensation shall be calculated on a three (3) year moving average:

<table>
<thead>
<tr>
<th>Total Points</th>
<th>Annual Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 or fewer</td>
<td>$8,500</td>
</tr>
<tr>
<td>10.5 – 19</td>
<td>$11,000</td>
</tr>
<tr>
<td>19.5 – 28</td>
<td>$13,500</td>
</tr>
<tr>
<td>28.5– 37</td>
<td>$16,000</td>
</tr>
<tr>
<td>37 or more</td>
<td>$18,500</td>
</tr>
</tbody>
</table>

The stipend outlined above constitutes the only additional compensation for the Chairpersons contractual period per Article XVIII to which Department Chairpersons will be entitled for carrying out the duties of the Chairperson.

b) Department Chairpersons shall be responsible for up to fifteen (15) days of service during the period June 1 through August 31. Specific days shall be determined by the Chancellor or the Chancellor’s designee.

c) Stipend in the School of Law

The parties agree to continue bargaining over the stipend awarded to Faculty Leaders in the School of Law; provided, that any such proposals shall be subject to ratification by the Union and the Administration.

8. Workload Reduction for Department Chairpersons and Others

An individual who becomes a Chairperson shall have their normal workload reduced automatically by three (3) teaching units per semester by virtue of the increased duties and obligations inherent in the position of Department Chairperson.

The College/School Dean may provide further workload reduction to a Department Chairperson if such further reduction is warranted by the size and complexity of the Department and its program(s).

The reduction received by a Department Chairperson for being Chairperson shall not restrict their right to apply for a research reduction according to the provisions of Article VIII, Working Conditions, or to utilize any other reduction that may be appropriate or available under the provisions of the CBA, provided, however, that the workload for a Departmental Chairperson shall not be reduced to fewer than three (3) teaching units in the classroom per semester and shall not be in excess of six (6) teaching units per semester.
Provided further that the Chairperson's position and the teaching duties of the Chairperson shall be included in the determination of student credit hours and full-time equivalent student/faculty ratios.

An aggrieved Chairperson may appeal to the Provost on any issue relating to their reduced workload. The decision of the Provost shall be final and shall not be subject to the grievance procedure, except where such action was arbitrary or capricious.


Each semester the University Administration, in consultation with the Faculty Federation, will determine the terms and the scope of the mandatory training period for all Department Chairpersons (Faculty Evaluation Committee and Academic Council chairpersons that are invited may attend on a voluntary basis). This training will encompass procedural requirements provided by the contract as well as relevant information.

a) The University will provide annual training for Chairpersons where participation is required, e.g., contractual and other procedural requirements, best practices in academic leadership, and updates from the Office of Human Resources, including affirmative action issues and workshops on problem solving methods. The Administration will consult with the Faculty Federation regarding the terms and scope of this training.

b) The Provost may call periodic meetings of the Chairpersons for the purpose of consultation and providing information, e.g., on new policies or procedures, the clarification of chairperson duties, etc. provided that such meetings are not for the purpose of bargaining.

c) The Chairpersons shall elect a representative to serve on the Executive Board of the Faculty Federation. The elected representative together with the Faculty Federation President shall meet with the Provost or designated academic officer(s) on a regular basis.

d) On behalf of the Chancellor and/or Provost, designated academic officer(s) shall meet with representatives of the Faculty Federation regularly to facilitate the implementation of this agreement.

B. GRADUATE PROGRAM DIRECTORS

1. Term, Qualification, Selection and Appointment of Graduate Program Directors

There shall be a Graduate Program Director, or in the case of intercollege or inter-department graduate programs, Graduate Program Co-directors, for each
graduate program. For graduate programs housed in a department, school or college that does not have an undergraduate program, the Department Chair(s) shall serve as the Graduate Program Director or Graduate Program Co-director. The Graduate Program Director shall be appointed by the Dean(s) of the College/School in consultation with faculty and chair(s) associated with the graduate program. The Graduate Program Director shall generally be a tenured faculty member. The term of the Graduate Program Director shall be for three (3) years, unless a vacancy is declared to exist by the Dean, or unless the Graduate Program Director is recalled, as hereinafter provided, or unless the Graduate Program Director is unable to serve by reason of death, illness, resignation or other incapacity.

In General

The following procedures shall be followed in nominating and appointing a Graduate Program Director.

a) For department-based graduate programs, all full-time faculty members of the department shall be eligible to vote in the election nominating the Graduate Program Director. In the case of interdisciplinary graduate programs that involve multiple departments and/or Schools or Colleges, all full-time faculty members who are eligible to advise graduate students in the graduate program shall be eligible to vote in the election nominating the Graduate Program Director.

b) The term of a Graduate Program Director shall be three (3) years and shall end on June 30 of the third year.

c) Any tenured faculty member eligible to vote in the election nominating the Graduate Program Director shall be eligible to serve as the Graduate Program Director; provided that, in cases of small programs (four (4) or fewer tenured/tenure-track faculty) tenure-track faculty shall be eligible to serve.

d) No person shall serve as a Graduate Program Director to more than one (1) graduate program at the same time.

e) Except for those departments which do not offer undergraduate degree programs or in the situation where the Chairperson assumes the role of Acting Graduate Program Director, no person shall serve as a Graduate Program Director and as a Department Chairperson.

f) The nomination of a Graduate Program Director shall generally follow the procedure described here:
For department-based graduate programs; on or before April 7 of the
last year of the current Graduate Program Director’s term of office,
the Department Chairperson shall call for a secret ballot vote of the
eligible faculty members to elect a nominee for Graduate Program
Director. The appropriate Academic Council shall conduct this
election. The candidate receiving the largest number of votes cast
will be the nominee. The member of the Academic Council
supervising the vote will submit this name to the Chairperson who
will consult with the Dean. If the Dean approves the nomination, the
nominee shall be appointed as the Graduate Program Director. In the
evend of a tie after two (2) votes, the Dean in consultation with the
Chairperson, will appoint an interim Graduate Program Director for
one (1) year.

For interdisciplinary graduate programs that involve multiple
departments and/or Schools or Colleges; on or before April 7 of the
last year of the current Graduate Program Director’s term of office,
the Dean or Deans of the appropriate School/College(s) shall call for
the secret ballot vote of the eligible faculty members to elect a
nominee for Graduate Program Director. The appropriate Academic
Council (one of the Academic Councils if multiple colleges/schools
are involved) shall conduct this election. The candidate receiving the
largest number of votes cast will be the nominee. The member of the
Academic Council supervising the vote will submit this name to the
Dean(s). If the Dean approves the nomination, the nominee shall be
appointed as the Graduate Program Director. In the event of a tie
after two (2) votes, the Dean(s) shall appoint an eligible faculty
member to serve as Interim Graduate Program Director for one (1)
year.

The Dean(s) may, by providing written reasons to the eligible voting
faculty of the graduate program, decline to accept the nomination,
upon which the faculty may submit an alternative nomination
through the process as described in this section. If the Dean(s)
declines to accept the alternative nomination, the Dean(s) shall
appoint an eligible faculty member to serve as Interim Graduate
Program Director for one (1) year.

g) If a Graduate Program Director resigns, is removed or recalled, or is unable to
serve by reason of death, illness, resignation or other incapacity; a new
Graduate Program Director shall be appointed for a three (3) year term
following the procedures as described in Article XVIII(B)(f) above.

h) In circumstances where it is not possible to appoint a Graduate Program
Director or Interim Graduate Program Director, an Acting Graduate Program
Director shall conduct the necessary business of the graduate program until a Graduate Program Director or Interim Graduate Program Director can be appointed following the procedures described in Article XVIII(B)(f) above.

(1) For department-based graduate programs, the Department Chairperson or designee shall assume the role of Acting Graduate Program Director.

(2) For interdisciplinary graduate programs, the Dean of the College/School or designee shall assume the role of Acting Graduate Program Director.

i) In the event that the Graduate Program Director chooses not to carry out the duties of the office or cannot carry out said duties, an Acting or Interim Graduate Program Director shall carry out the duties. In situations where the Graduate Program Director shall be absent for three (3) months or less an Acting Graduate Program Director as described in Article XVIII(B)(h) above shall carry out the duties. For absences longer than three (3) months, an Interim Graduate Program Director shall be appointed for a term not to exceed one (1) year following the procedures as described in Article XVIII(B)(f) above.

j) Actions concerning the term, qualification, selection and appointment of a Graduate Program Director shall not be subject to the grievance procedure, except where such action was arbitrary or capricious.

2. Removal or Recall of a Graduate Program Director

The parties agree that the following procedures shall be used for the recall or removal of a Graduate Program Director.

a) Removal of a Graduate Program Director by the Dean(s)

The Dean(s) for just cause may remove a Graduate Program Director and declare a vacancy to exist at any time provided they give reasons for their declaration to all eligible voting members of the graduate program and the Faculty Federation. The action of the Dean(s) in this regard shall not be subject to grievance unless the reasons were arbitrary or capricious.

(1) If, after serving a minimum of twelve (12) months, a Graduate Program Director demonstrates repeated willful neglect or poor performance of their agreed upon duties, the Dean(s) of the College(s)/School, in consultation with the Provost, and upon written notification to the Provost and all eligible voting members of the graduate program, may remove the Graduate Program Director for cause; except that, in unusual circumstances, where the (2/3 of) eligible voting members of the graduate program and the Dean(s) agree, the Graduate Program Director can be removed at other times.
(2) Upon the recall or removal of a Graduate Program Director a successor Graduate Program Director shall be appointed in accordance with the provisions described in Article XVIII(B)(f) above.

(3) The action of the Dean in this regard shall not be subject to grievance, except where such action was arbitrary or capricious.

b) Recall of a Graduate Program Director by the Program Faculty

The eligible voting faculty members of a graduate program have the right to initiate the process to recall the Graduate Program Director where the faculty members are of the opinion that the best interests of the students and faculty are not being represented by the actions of the Graduate Program Director. Generally, the following procedures for the recall of a Graduate Program Director shall not be used until a Graduate Program Director has served at least twelve (12) months from the date of their appointment. In unusual circumstances, where thirty percent (30%) of the eligible voting members of the graduate program and the Dean(s) of the College/School agree, the Graduate Program Director can be recalled at other times.

(1) The filing with the Dean(s) of a petition to recall signed by a minimum of thirty percent (30%) of the eligible faculty members of the graduate program.

(2) Upon receipt of a petition to recall, the Dean(s) will notify the appropriate Academic Council to give fourteen (14) days written notice to all faculty members eligible to vote in the nomination of a Graduate Program Director setting forth the time, the date and the place where the recall election by secret ballot will be held.

(3) A two-thirds (2/3) vote shall be required to recommend to the Dean(s) that a vacancy be declared to exist in the office of Graduate Program Director. Upon certification of the recall results by the Academic Council and the Dean(s), the appropriate Academic Council shall be notified of the need to call for a new election following the procedures delineated in Article XVIII(B)(f) above.

(4) The action of the Dean(s) and/or program faculty in this regard shall not be subject to grievance, except where such action was arbitrary or capricious.
3. The Graduate Program Director’s Role and Responsibilities

The overall responsibility of the Graduate Program Director shall be to meet the educational and research objectives of the program as well as the College/School. The Graduate Program Director shall serve as the chair of the program’s graduate committee. The Graduate Program Director shall be available for seven (7) business days outside the regular academic year to act on required activities for the program. In this role the Graduate Program Director shall be responsible for the following:

a) Expected Activities

(1) Liaise with the Office of Graduate Studies on all graduate program matters;

(2) Liaise with University Marketing to effectively and accurately communicate program characteristics and requirements;

(3) Assist with the process to recruit prospective students and encourage them to matriculate;

(4) Respond in a timely fashion to prospective and current student queries on admission, program requirements and degree completion;

(5) Distribute applications for admission into the graduate program to the members of the program’s graduate committee for review;

(6) Forward the graduate committee recommendations regarding admission into the program to the Office of Graduate Studies;

(7) Forward relevant applications to faculty eligible to advise students in the program;

(8) Provide orientation to incoming graduate students, advise them regarding degree requirements and assist them with course selection if necessary;

(9) Oversee the academic advising of the graduate students in the program, consistent with department/program practice;

(10) Monitor the academic progress of students in the program and communicate with students in difficulty in a timely fashion. Refer any psychosocial issues to the appropriate campus offices;

(11) Complete the degree certification for students completing the graduate degree;
Work with Department Chairperson(s) on teaching assignments for graduate student assistants;

The Graduate Program Director shall also work with and advise the appropriate Department Chairperson(s) in the following tasks:

1. Ensuring that appropriate graduate courses are being offered each academic semester and that there are sufficient unique courses offered each academic year to allow students to progress towards graduation;

2. Implementing approved academic standards and policies as they pertain to graduate programs;

3. Preparing estimates of future instructional, fiscal and physical needs of the program;

4. Cooperating with appropriate curriculum committees to conduct the periodic review, including for accreditation, of program and course curricula, course descriptions, etc. to ensure their currency and compliance with professional practice and accreditation standards;

5. Tracking students post-graduation.

b) Additional Activities

The Graduate Program Director may be assigned additional tasks including, but not limited to, the following:

1. Perform student recruitment activities such as:
   - Developing online and digital outreach materials
   - Posting materials to the program’s social media account.
   - Soliciting recommendations from faculty
   - Emailing students, based on faculty recommendations, to make them aware of the program
   - Meeting with students individually to discuss the program and their goals

2. Advisory Board Liaison and Alumni Liaison
   - Organizing Advisory Board meetings
Surveying Advisory Board to assess program outcomes

Surveying alumni to assess whether program curriculum is preparing students to succeed post-graduation

(3) Coordinate and promote extracurricular events such as:

• In-house Student Research Conference events

• Presentation opportunities at regional or national professional organization meetings

(4) Where possible, develop and coordinate Internships and Graduate Assistantship positions with other campus units and academic departments.

• Identifying and promoting current students for such positions

The specific and appropriate activities shall be determined each academic year through consultation between the Graduate Program Director, the Department Chairperson for department-based programs and the Dean(s) of the College/School

4. Evaluation of Graduate Program Director

The Graduate Program Director shall be evaluated annually in the category of “University Service”.

5. Graduate Program Director’s Compensation

Each Graduate Program Director, except when the position is held by a department chairperson, shall receive a financial stipend that is in addition to the regular faculty compensation.

a) The Formula for Graduate Program Director Compensation

The compensation for carrying out the responsibilities associated with being Graduate Program Director and enumerated in Article XVIII(B)(3) shall be determined based on the following five (5) factors. Institutional Research data and three (3) year averages of the following factors will be used to calculate GPD compensation.

(1) Number of applications for admission reviewed per year (F1)

(2) Number of M.S./M.A. students enrolled in the program (F2)
(3) Number of doctoral students enrolled in the program (F3)
(4) Number of M.S./M.A. degrees conferred in the program (F4)
(5) Number of doctoral degrees conferred in the program (F5)

\[
\text{Points} = 0.1\times F1 + 0.3\times F2 + 0.3\times F3 + 0.2\times F4 + 0.4\times F5
\]

\[
\text{STEP} = \text{Round} \left( \frac{\text{Points}}{5} \right)
\]

GPD compensation = $750 + 500 \times \text{STEP}

b) A Graduate Program Director who has duties beyond those enumerated in Article XVIII(B)(3) may be entitled to compensation in addition to the stipend outlined in Article XVIII(B)(5)(a). These extra duties and the associated additional compensation shall be negotiated between the Graduate Program Director, the Department Chairperson for department-based graduate programs, and the Dean of the College/School.

c) Notwithstanding the compensation formula described in paragraphs (5)(a) and (5)(b), the minimum annual compensation for a Graduate Program Director shall be $1500.

d) Notwithstanding the compensation formula described in paragraphs (5)(a) and (5)(b), for those graduate programs housed in an academic department the compensation for a Graduate Program Director shall not exceed the Department Chair's compensation. In the case of intercollege or inter-department graduate programs, in no case shall the compensation for a Graduate Program Director exceed the maximum compensation available to a Department Chairperson.

e) Graduate Program Directors may choose to contribute all or a portion of their additional compensation and accrue them towards covering the costs of instruction to reduce their teaching workload. The amount of required contribution will be based on the minimum salary per unit course credit-hour for a part-time lecturer with fewer than four (4) semesters of service. This workload reduction may be taken in either the Fall or Spring semesters with the approval of the Department Chairperson provided that the director’s teaching load shall not be reduced to fewer than three (3) teaching units in the classroom per semester.

C. LIBRARY DIVISION HEADS

1. Library Division Heads will be selected as follows:

   a) On or before April 15 of the last year of the present Division Head’s term of office, the Library Dean shall call for a secret ballot vote of the members of the division to nominate a full-time librarian of the division
for Division Head. The election shall be conducted by the affected
division. The candidate receiving the largest number of votes cast shall be
elected. In the event of a tie after two (2) votes, the Dean of the Library, in
consultation with the library division, will appoint an interim chairperson
for one (1) year. The term of office shall commence on June 1.

b) All full-time members of the division holding the rank of Library
Assistant, Assistant Librarian, Associate Librarian, Librarian or
Professional Technician shall be eligible to vote in the election for
Division Head.

2. Division Head’s Compensation

Each Head of a Library Division shall receive an annual stipend. Effective
September 1, 2017, the amount of the stipend shall be $2000, with the
possibility of additional differential compensation.

The parties agree that the subcommittee that was assembled to develop proposals
for Article XIII, “Librarians And Library Assistants,” shall continue for the
purpose of developing proposals for such Article and a new Article XVIII(C)
concerning Library Division Heads; provided, that any such proposals shall be
subject to ratification by the Union and the Administration.
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.
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 Martin T. Meehan
President President
UMass Faculty Federation Local 1895 University of Massachusetts

___________________________ __________________________
Douglas Marshall Michael Murray
Treasurer Director of Labor Relations
UMass Faculty Federation Local 1895 University of Massachusetts Dartmouth

___________________________
Deborah Majewski
Vice Chancellor for Human Resources
University of Massachusetts Dartmouth