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ARTICLE I

DEFINITIONS

1. The term "Administration" as used in this Agreement includes the Chancellor and other full-time principal administrative officers of the Lowell campus appointed by the Chancellor and/or the Board; such designation does not apply to individuals and positions included in the bargaining unit as described under this Agreement.

The term "Central Administration" as used in this Agreement includes the President of the University of Massachusetts system and other principal administrative staff in the President's office appointed by the President and/or the Board.

The terms "Administrative Representative", "Official Designee of the Chancellor", "Designee of the Chancellor" as used in this Agreement means an administrator who, from time to time, has been designated as such by the Chancellor. Such designation does not include any person who is a member of the unit as provided in this Agreement.

The term "Administrator" as used in this Agreement means any person serving in a full-time administrative capacity, appointed by the Chancellor and/or the Board.

2. The term "MSP/MTA" as used in this Agreement means the Massachusetts Society of Professors at the University of Massachusetts Lowell, a unit of the Massachusetts Teachers Association, as recognized pursuant to this Agreement.

The term "MSP Representative" as used in this Agreement means any representative of the Society who is a member thereof, and who has been officially so designated in writing by the President of the MSP to the Chancellor, or may refer to a representative of its affiliate organizations who has been officially so designated in writing by the President of the MSP to the Chancellor.

3. The term "Board" as used in this Agreement specifically refers to the Board of Trustees of the University of Massachusetts as created under the laws of the Commonwealth of Massachusetts and in all cases such term of reference encompasses the legal authority of and fully binds said Board or any successor in interest as defined by Massachusetts law.

4. The term "Campus" as used in this agreement refers to any site or location of the facilities or properties which comprise the Lowell campus of the University of Massachusetts.

The term "University" as used in this Agreement refers collectively to all facilities and properties which now are or hereafter shall be designated by the Board for the use of the University of Massachusetts.

5. The term "Chancellor" as used in this Agreement means the chief executive officer of the University of Massachusetts Lowell, or a person acting in that capacity, duly appointed and authorized by the Board.

The term "Dean" as used in this Agreement means the Dean of the respective college of the Lowell campus, his or her designee, or the person holding the equivalent position as may be designated by the Chancellor and/or the Board.

6. The term "Department" as used in this Agreement refers to the organizational units of the faculty as now are or hereafter may be established.

The terms "Chair" and "Department Chairperson" as used in this Agreement mean any person appointed by the Chancellor to the position of Department Chair in accordance with the provisions of Article XVII of this Agreement to fulfill the responsibilities set forth therein with respect to any department of the University of Massachusetts Lowell campus as defined in this Agreement.

7. The term "Unit Member" as used in this Agreement means any member of the bargaining unit. The term "Faculty" or "Faculty Member" means any member of the bargaining unit holding the rank of Instructor, Assistant Professor, Associate Professor, Professor, Assistant Clinical Professor, Associate Clinical Professor, Lecturer or Senior Lecturer. The term "Librarian" means any member of the bargaining Unit holding the position of or the rank of Instructor Librarian, Assistant Librarian, Associate Librarian, or Librarian.
8. The term "Recommending Authorities" or "Reviewing Authorities" as used in this Agreement means each level in the appointment, reappointment, non-reappointment, promotion and tenure processes; these recommending authorities shall make independent determinations under the Agreement.
9. The term "Promotion" as used in this Agreement means advancement from a lower faculty rank or librarian rank, as the case may be, to a higher faculty rank or librarian rank.
10. The term "Rank" as used in this Agreement means any one of the faculty ranks of Instructor, Assistant Professor, Associate Professor, Professor, Assistant Clinical Professor, Associate Clinical Professor, Lecturer and Senior Lecturer and any one of the librarian ranks of Instructor Librarian, Assistant Librarian, Associate Librarian, or Librarian.
11. The term "Student" as used in this Agreement means any person certified by the Registrar or the Registrar's designee to be officially enrolled in the University of Massachusetts Lowell as an undergraduate student; and the term "Graduate Student" as used in this Agreement means any person certified by the Registrar or the Registrar's designee to be officially enrolled in the University of Massachusetts Lowell as a graduate student.
12. The term "Tenure" as used in this Agreement means the right of certain full time faculty and librarians of the University to be removed from the faculty or librarian staff at the University of Massachusetts Lowell only upon a finding of just cause, to a hearing prior to dismissal, and to such review as is provided in this Agreement. References to tenure in this Agreement do not apply to part-time faculty or to part-time librarians.
13. The term "Termination" means the permanent severance of an existing employment relationship with the University.
14. Except as otherwise specifically noted, the term "Working Day" or "Work Day" as used in this Agreement means any day that is part of the academic or the librarian professional year, depending on the individual involved.

ARTICLE II

RECOGNITION AND FAIR PRACTICES

- A. The Board of Trustees of the University of Massachusetts (hereinafter referred to as the "Board") recognizes the Massachusetts Society of Professors (MSP) at the University of Massachusetts Lowell/Massachusetts Teacher Association (MTA) as the exclusive collective bargaining representative with respect to wages, hours, standards of productivity and performance, and other terms and conditions of employment for a bargaining unit which shall be located at the University of Massachusetts, Lowell, Massachusetts as appropriately certified under Massachusetts General Laws, Chapter 150E, which bargaining unit consists of all faculty (including department chairpersons) who hold a full-time appointment from the Board as Professor; Associate Professor; Assistant Professor; Instructor; Research Professor; Non-Tenure Track Clinical faculty in the Departments of Nursing, Physical Therapy, and Clinical Laboratory and Nutritional Sciences; Non-Tenure Track Assistant Clinical and Associate Clinical Professors in the Graduate School of Education; [hereinafter called faculty or faculty members or professional teaching staff], and all Librarians holding full-time appointments from the Board.

1. Non-Tenure Track Faculty

(a) Clinical Faculty

(i) School of Health and Environment

The parties have agreed to establish a category of Non-Tenure Track Clinical faculty, with the ranks of Assistant Clinical Professor and Associate Clinical Professor, to be located in the Departments of Nursing, Physical Therapy, and Clinical Laboratory and Nutritional Sciences. During the first five years of continuous service, the Non-Tenure Clinical Track unit member shall be treated in accordance with the existing language concerning the appointment and reappointment of non-tenure track positions. Assistant Clinical Professors may seek promotion to the Associate Clinical Professor rank after completing five (5) years of service at the University of Massachusetts Lowell. Clinical faculty shall be compensated at a rate that is commensurate with professors of equal rank and qualifications.

If the unit member is employed beyond year five (5), he/she shall only be disciplined or terminated for "just cause." The University agrees to make available in the Departments of Nursing, Physical Therapy, and Clinical Laboratory and Nutritional Sciences no more than nine (9) Non-Tenure Track Clinical positions during any academic year.

(ii) Graduate School of Education

The Graduate School of Education may hire up to three (3) professors as Assistant Clinical Professor or Associate Clinical Professor of Education. Candidates must hold an earned doctorate in an appropriate field. Their responsibilities include field supervision of certification candidates, teaching, and serving on dissertation committees. Assistant Clinical Professors may be promoted to Associate Clinical Professor rank after completing five (5) years of service at University of Massachusetts Lowell. Clinical Professors in the Graduate School of Education shall be compensated at a rate that is commensurate with professors of equal rank and qualifications.

Any Clinical Professors of the Graduate School of Education employed beyond five (5) years shall only be disciplined or terminated for just cause. The University

agrees to make available in the Graduate School of Education no more than three (3) Non-Tenure Clinical Positions during any academic year.

(b) Lecturers and Senior Lecturers

The parties have agreed to establish the full-time, non-tenure track categories of Lecturer and Senior Lecturer for the purpose of performing teaching that would otherwise be done by part-time, adjunct faculty and visiting professors, and performing service functions. The University agrees to make available no more non-tenure track Lecturer or Senior Lecturer positions during the term of this Agreement than a number equal to 20% or 90, whichever is fewer, of all tenure-track positions in addition to the already existing twelve (12) positions in the Graduate School of Education and the School of Health and Environment. The parties agreed that the number of non-tenure track faculty in any department will not exceed 40% of the total number of full-time faculty in the department, but the Nursing Department will be exempt from the 40% cap until June 30, 2014. Effective July 5, 2011, up to 10 of the available non-tenure track Lecturer or Senior Lecturer positions may be converted to Lecturer (College Writing) or Senior Lecturer (College Writing) positions, whose responsibilities shall not include administrative service. Notwithstanding the provisions of Article XVI, the workload of any Lecturer (College Writing) or Senior Lecturer (College Writing) will be a maximum of four courses (12 credit hours) with only one preparation per semester, a maximum of 19 students per section, and courses and related activities scheduled not more than four days per week.

Effective July 1, 2012, Lecturers or Senior Lecturers assigned to teach introductory language courses may be assigned four courses (12 credit hours) on the same terms.

Lecturers shall be compensated at a rate that is commensurate with assistant professors with equal qualifications in their departments. Candidates who do not hold a terminal degree in an appropriate field shall be paid at the rate of Instructors with equal qualifications in their departments. Any Lecturers employed beyond six (6) years shall only be disciplined or terminated for just cause. Lecturers may be promoted to Senior Lecturer rank after completing six (6) years of full-time service at University of Massachusetts Lowell. Senior Lecturers shall be compensated at a rate that is commensurate with associate professors with equal qualifications in their departments.

2. The University will provide the MSP an updated listing of full-time tenure-track faculty and non-tenure track faculty by name and department for the preceding year by August 15 of each year, and will share their hiring information and place MSP documents in the new hire packets. It is not the intent of either side to reduce the number of full-time tenure track positions now or in the future.
3. Promotion of Non-Tenure Track Faculty
Non-tenure track faculty shall be hired, evaluated and promoted by the same procedures and with the same criteria as tenure-track professors, except that they shall not be required to do research, scholarship or creative work. The following is further agreed regarding promotion:

Faculty hired as non-tenure track lecturers can be considered for promotion in or following their sixth year of service in these positions at UMass Lowell. Faculty hired as clinical faculty can be considered in or following their fifth year of service in these positions at UMass Lowell. Non-tenure track faculty members can continue to serve without promotion indefinitely.

The criteria for promotion in these non-tenure track positions are excellence in teaching and excellence in service. Non-tenure track faculty who wish to be considered for promotion to senior lecturers or associate clinical professors should submit a portfolio which includes the following:

1. A cover page, specifying name, position, academic unit, and date of hire.
2. A statement outlining the vision and philosophy that guide the candidate's efforts in teaching and service.
3. A Curriculum Vitae.
4. Evidence in support of excellence in teaching. This evidence is developed and organized as per the guidelines for tenure-track faculty. Such evidence should include course syllabi, students' course evaluations, and classroom observations by the Department Chair. However, clinical faculty members are also expected to provide letters of assessment sought by department chairs from supervisors at clinical sites.
5. Evidence in support of excellence in service. In general, this evidence is developed and organized as per the guidelines for tenure-track faculty. It is critical to emphasize that service expectations for non-tenure track faculty are significantly higher than those for tenure-track faculty.
6. While there is no requirement for evidence in support of scholarship, a candidate may include evidence in support of scholarship of teaching. Faculty must maintain expertise and credentials as required by university, college and program accreditation.

Timeline for Review

Candidates who wish to be considered for promotion should submit their materials to the Chair on the same timeline for tenure system faculty. Review of these materials and recommendations will be made by the Departmental / unit Personnel Committee, the Chair, the College Personnel Committee, the Dean and the Rank and Tenure Committee. The Provost/Chancellor will inform candidates of the final decision. Candidates who are not recommended for promotion will normally be considered subsequently every three years. There are no limits on the number of times that a candidate is considered.

- B. As the sole bargaining representative, the MSP shall continue its policy of accepting into membership in the Unit all eligible persons without regard to age, race, color, religion, national origin, marital status, gender, sexual orientation, handicap, or veterans' status. The MSP and its affiliates shall represent equally all Unit members without regard to membership or participation in other activities.
- C. During the terms of this Agreement, the jurisdiction of the MSP shall extend to those faculty and librarians who now or hereafter hold full-time appointment to the positions included in the bargaining Unit, and no position shall be removed from the Unit as defined in paragraph "A" above except as may be otherwise mutually agreed by the Parties. In the event new positions are created and the parties, after conferring on the matter, are unable to reach agreement as to the placement of such positions within the bargaining Unit, the dispute shall be referred to the State Labor Relations Commission.
- D. The MSP and/or Board shall not discriminate against any Unit member or coerce any Unit member for exercising his or her rights under the provisions of Chapter 150E, as amended or revised. (cf. Appendix A-2).

- E. The MSP and/or Board shall not discriminate against any person because of age, race, color, religion, national origin, marital status, gender, gender identity, sexual orientation, handicap, or veterans' status, as provided by law, and all faculty members shall receive the full protection of this Agreement.
- F. Nothing contained herein shall be construed to prevent the Board or its duly authorized agents from meeting with any faculty group for the sole purpose of hearing the views and proposals of said group.
- G. Within the scope of contractual provisions, the MSP shall cooperate when necessary with the Board in the implementation of the process specified by the University Affirmative Action Program and the implementation of any affirmative action program as required by federal or state laws, regulations, guidelines and policies.
- H. All rights, benefits, duties, and obligations of Unit members as set forth in this Agreement are, during the term of this Agreement, expressly incorporated into and made part of any individual contract of employment that has been or shall hereafter be entered into between the Board and any person who is or shall hereafter become a member of the bargaining Unit; and no such contract shall be contrary, in whole or in part, to the terms and conditions set forth herein.
- I. Every full-time member of the bargaining Unit as described in this Agreement shall be entitled to the applicable benefits set forth in this Agreement and shall have the right to participate in the elections in the manner provided in this Agreement.

ARTICLE III

UNIVERSITY MANAGEMENT RIGHTS AND PREROGATIVES

A. General Provisions

The management of the University and the direction of the employees in the bargaining unit are vested exclusively in the University of Massachusetts Board of Trustees. The Board shall continue to have all rights customarily reserved to management. Reserved rights include but are not limited to the following:

1. The right to enact University policies, rules, and regulations which are not in conflict with this agreement;
2. The right to hire, promote, suspend, discipline, transfer, or discharge for proper cause all employees and determine their qualifications;
3. The right to award tenure or to otherwise determine the employment period of all employees in the unit;
4. The rights to relieve employees from duty because of lack of work, legislative budget reductions, financial exigency or other proper reasons;
5. The right to determine financial policies, budgetary preparation and submission including accounting procedures; and
6. The right to determine the management organization of each aspect of the University operation and the selection of employees for promotion to supervisory or other managerial positions.

B. Limitation of Management Rights

Provided that in the exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be subject to the limitations imposed and/or secured by the specific and express terms of this Agreement. Both the exercise of management rights and the limitations secured by the Agreement shall be valid only to the extent they are in conformance with the Constitution and laws of the Commonwealth of Massachusetts and the United States of America.

C. Management Prerogatives

1. Nothing in this Agreement shall be deemed or construed to impair or limit those powers and duties of the Board which may not be delegated or circumscribed under the laws of the Commonwealth.
2. It is clearly understood that the management rights and prerogatives secured by this Article are not subject to the grievance or arbitration procedures of this Agreement, except only as to the limitations specifically imposed and/or secured in this Agreement.

3. Except as otherwise specifically limited by this agreement, Board management authority may be delegated to appropriate administrative designees; whenever any provision of this Agreement shall require that any act be done or any act not be done by the Board or by any member of the Administration, such act may be done or not done, as the case may require, by the Board or its designee or by the member of the Administration or his or her designee, respectively.

ARTICLE IV

SCOPE OF AGREEMENT

- A. It is agreed and understood by the Board and the MSP that this Agreement has been entered into between the parties as a result of the provisions of M.G.L.C., 150E. Neither party to this Agreement has waived any rights accorded under the M.G.L.
- B. This Agreement shall constitute University policy and the University shall carry out the commitments contained herein and shall give them full force and effect.
- C. With respect to matters relating to terms and conditions of employment which may not be covered by this Agreement and which are proper subjects for collective bargaining and which have not been expressly modified by this Agreement, the Board agrees that it will make no change without appropriate consultation and negotiation with the MSP.
- D. If any provision of this Agreement or any application of any provision of this Agreement to any employee or group of employees shall be found contrary to law by a Court of Competent Jurisdiction, such provisions shall be deemed invalid but all other provisions or applications will continue in full force and effect. The parties will meet not later than ten (10) days after such holding for the purpose of re-negotiating the provision or provisions deemed invalid.
- E. The official designee of the MSP and the designee of the Chancellor of the University may jointly promulgate memoranda of agreement or interpretation to facilitate the implementation of the major bargains of the agreements and such memoranda may alter specific provisions of this Agreement where circumstances require such changes to facilitate the original intention of the parties in formulating the Agreement's underlying bargains.
- F. This Agreement includes its Appendices.

ARTICLE V

GENERAL RIGHTS

- A. There will be no reprisals of any kind taken against any unit member because of his membership in the MSP or participation in its lawful activities. (See Appendix A-2.)
- B. The University agrees to deduct from the salaries of Unit members who have on file with the University an executed payroll deduction authorization form, as set forth in Appendix A-1, the amount equal to the dues required as a condition of acquiring or retaining membership in the MSP/MTA/NEA. Said deductions shall be made in equal monthly installments.
- C. The University agrees that the MSP shall have the right to reasonable use of the University's mailing and telephone system for conducting MSP business in accordance with duly authorized University procedures regarding said use. In addition, the MSP will be provided with suitable office space on campus. Such office space shall be furnished with a telephone.
- D. The MSP shall have the right to hold orderly meetings at University facilities subject to reasonable availability.
- E. Department Chairpersons shall see that a department bulletin board is placed next to the faculty mailboxes and they shall arrange for the posting of MSP official notices on said bulletin boards. Substitute arrangements may be made with the consent of the MSP.
- F. The University shall notify the MSP Official Designee or his/her designee of all litigation, threatened litigation, equal employment opportunity grievances, or other formal controversy that involves or impacts significantly upon bargaining Unit members.
- G. Upon request, MSP officers shall be granted time to conduct MSP business on or off campus provided that such time does not unreasonably interfere with their regular teaching or with librarian professional obligations. Such requests will not be unreasonably denied.
- H. Representatives of the MSP shall be permitted to enter University premises at reasonable hours to carry on MSP business providing that such entrance does not interfere with regular University activities. It is understood that if the MSP seeks to use University premises after normal hours, it shall conform to the established procedures for faculty use at such times.
- I. On behalf of the Board, the Chancellor or his designee shall meet with representatives of the MSP at least once each month for the purpose of maintaining good relationships through regular communications and for discussing any matter of mutual concern. The Chancellor of the University shall also designate one appropriate individual to respond as a matter of priority to written, personal, and telephonic communications from the official designee of the MSP. This obligation, which shall be borne reciprocally by the MSP, shall be part of the continuing obligation to bargain and implement the Agreement in good faith, and an extensive pattern of failure by the official designee of either party to make serious and practical efforts to respond personally and promptly to the official communications of the other, and/or to keep scheduled appointments, may constitute an unfair labor practice.

J. The University agrees to post the collective bargaining Agreement between the MSP/MTA and the Board on the official website of the University of Lowell as a pdf file, and the University will make hard copies available in the major campus Libraries and in the Office of Provost. The MSP/MTA will have hard copies available in the MSP Office.

K. The Board shall make available to the MSP/MTA, upon its written request and within a reasonable time thereafter, such statistics and information as are necessary for the implementation of this Agreement concerning the collective bargaining unit, which are in the possession of the Board of Trustees. The University will provide the information specified in the Union's December 15, 2008 proposal (as follows) for which it has the present data collection capacity:

In accordance with applicable state statutes, the Employer/University Administration shall make available to the Union, upon its written request and within a reasonable time thereafter, official statistics, information, records, budget data and financial data necessary for negotiations and/or the implementation of this Agreement. Also, in each year of this Agreement, the Employer/University Administration shall furnish the Union with the following information:

- (a) on October 1 and March 1, a list of bargaining unit members who are going on unpaid leaves or full-year sabbatical leaves and the dates they are scheduled to return;
- (b) on October 1 and March 1, a list of bargaining unit members going to or returning from a non-bargaining unit position, including academic base salary;
- (c) on October 31 and March 31, a list of bargaining unit members whose fraction of appointment has changed;
- (d) on or before March 1, a salary list (all campus employees with name, dept name, UM state title, title, Grade, Annual Salary Rate, PT/FT, Fund Source, sorted by MBU/college, dept, titles, alpha) to be submitted once yearly;
- (e) on October 31 and March 31, a list of part-time and visiting faculty which shall include the most recent date of hire, rank, salary, fraction of appointment and department/program;
- (f) monthly, a list of bargaining unit members which shall include salary, state title, hire date, and tenure decision year;
- (g) all officially adopted (i.e., by the Board of Trustees) long-range plans from the departments/programs/libraries/colleges, campuses, and University.

By October 1 and March 1 of each year of this Agreement, the Employer/University Administration shall furnish to the Union an updated list of the names, work addresses, work telephones, position and department/program by campus of all bargaining unit members; on the same dates, the Employer/University Administration shall furnish to the Union an updated list-serve of University e-mail addresses of all bargaining unit members, provided that the Union's use of said list-serve and e-mail addresses shall be in accordance with any and all applicable University policies as may be promulgated from time to time. The Union shall receive and retain such information in accordance with the provisions of the M.G.L. Chapter 66A, Fair Information Practices Act. In addition, on October 31 and March 31 of each year of this Agreement, the names, work addresses, work telephones, position and department by campus of all part-time faculty shall be similarly communicated to the Union.

It is understood that this shall not require the Board to provide information and statistics in the form requested unless already compiled in that form or to supply any information deemed confidential.

- L. The Official Designee of the MSP shall be sent a copy of the agenda of each meeting of the Board of Trustees and a copy of the minutes of said meeting after their approval by the Board. The Official Designee of the MSP shall have the right to request the Chancellor of the University to place items on the agenda of the Board of Trustees meeting. Such request shall not be unreasonably denied. The Treasurer of the MSP shall receive a copy of all Board resolves involving unit personnel.
- M. Whenever this Agreement provides for activity by the MSP President, he/she may designate an individual to act in his/her place.
- N. The University will provide all necessary resources, including but not limited to technical support, equipment and labor, so that the MSP may have access to the University's e-mail system and Internet access, and also may create and maintain a separate website entry, as part of the main website for the University of Massachusetts Lowell campus, for the purpose of providing regular information to unit members. The University shall have no right to control the content of the MSP's website.

ARTICLE VI

GRIEVANCE PROCEDURE

A grievance is a complaint by a member or members of the Unit (or by the MSP) brought during the term of this Agreement that an express provision of this Agreement, has been violated, misinterpreted, or improperly applied in its application to the grievant, the grievants, and/or the MSP.

A. Limitations on Grievances

1. Academic Judgments

For the purposes of this Article, every decision required pursuant to Article IX relative to Evaluation, Articles VII and VIII relative to Reappointment (where grievable only after September 15 in the fourth year of service and nonrenewal of Contract)¹, Promotion and Tenure, to Article XIII relative to Retrenchment, as the case may require to renew or fail to renew an academic appointment, to terminate any such appointment except as provided in Article XIV for Dismissal, to grant or refuse to grant tenure, or to grant or refuse to grant a promotion, and no other decision, shall be deemed to have been pursuant to an exercise of academic judgment; and every grievance that, explicitly or by implication, questions the merits of any such decision, but of no other decision, shall be deemed to be a grievance that questions an exercise of academic judgment. Academic judgment may not be grieved except under the criteria provided herein in the section on Arbitration and Academic Judgment.

2. Other limitations

It is further understood that certain other limitations on grievance rights are specified in various articles herein.

B. Intent

The Board and the MSP agree that they will use their best efforts to encourage the prompt settlement of grievances which may arise between a member or members of the Unit or the MSP and the Board by the use of the processes set forth below.

C. Information

Upon request, the parties shall make available to each other such statistics and information which are in their possession and which are pertinent to the disposition of the grievance.

D. Grievance Procedure

1. Informal Procedure

A Unit member is encouraged to meet and confer with the department chairperson/library division head when a problem relating to employment arises. The flexibility of informal discussion often results in solutions to employment problems more easily and quickly than do formal procedures.

¹ cf. Termination, Dismissal, and resignation Article in this Agreement.

The grievant is to meet and confer with the department chairperson/library division head within ten (10) work days of notice by the grievant to the chairperson/library division head of a complaint that a grievance exists. The purpose of such a meeting is to attempt to find an informal resolution of the complaint. In some cases it may be helpful if the grievant and the chairperson/library division head discuss the problem with the College Dean or Library Director. If the academic chairperson/library division head and the grievant have not resolved the complaint within ten (10) work days of the receipt of the grievance then the grievant may proceed to the formal procedures hereinafter described. The grievant need not elect to start the procedure at the informal level.

2. Formal Procedures

a. Level One: Dean of the College or the Director of Libraries

When a grievance arises, the grievant must set forth in writing to the College Dean or Director of Libraries as succinctly as possible the complaint, including the relevant facts, the contractual provision(s) violated, how the provisions were allegedly violated, and the specific remedy requested, and shall state same on the grievance form as promulgated herein in Appendix A-12 (or any jointly promulgated successor) or a reasonable facsimile thereof and shall supply appropriate support documents. No complaint shall be filed more than twenty-one (21) work days after the event upon which the grievance is based or from the date when the grievant(s) had or should have had knowledge of the event. The Dean of the College or the Director of Libraries shall investigate the complaint and shall within twenty-one (21) work days from the filing of the grievance render a written decision, providing reasons justifying such decision to the grievant, with informational copy to the MSP President (or other MSP designated grievance officer).

b. Level Two: The Chancellor of the University

If the grievant is not satisfied with the disposition of the grievance at Level One, he or she may move to file such grievance with the Chancellor within twenty-one (21) work days after the date of written response of the College Dean or the Director of Libraries is received or is due. [For informational purposes, copies of the form filing the Level Two grievance should be sent by the grievant to the MSP president or other MSP designated grievance officer and the MSP Official Designee.] The Chancellor or his designee shall investigate the matter and within forty (40) work days from the filing of the grievance at Level Two, he shall render a written decision providing reasons to justify such decision to the grievant, with copies to the officers indicated above.

c. Level Three: Mediation

If the MSP/MTA is not satisfied with the disposition of the grievance at Level Two, the MSP/MTA may appeal the Level Two decision in writing to the Chancellor or his/her designee for mediation with a copy to the President of the University or the President's designee. The appeal shall be filed within twenty one (21) work days of receipt of the decision of the Chancellor, or his/her designee, or the end of the time specified in Level Two for said decision, whichever is sooner.

Failure to so file with the Chancellor or his/her designee within the time specified shall be deemed to be acceptance of the decision rendered at Level Two or a decision by the MSP/MTA to proceed directly to arbitration.

Mediation will only occur in those cases where both parties mutually agree to engage in mediation.

Within thirty (30) work days of receipt of the appeal, the parties shall meet for the purpose of mediation. The parties agree that the following arbitrators shall serve as mediators on a rotating basis:

- a. Roberta Golick
- b. Gary Altman
- c. Diane Cochran
- d. Mark Irvings

If no settlement is reached in the mediation conference, the grievance may be appealed to arbitration pursuant to E.1.c. below.

Mediation is an informal, off-the-record process in which the parties are free to disclose to the mediator the essence of the dispute without injuring their case if mediation is unsuccessful and the case goes to arbitration. Confidential information disclosed to a mediator in the course of mediation shall not be divulged by the mediator. All records, reports, or other documents received by the mediator while serving in that capacity shall be confidential. The mediator shall not be compelled to divulge such records or to testify in regard to the mediation in any adversary proceeding or judicial forum. The parties shall maintain the confidentiality of the mediation and shall not rely or introduce as evidence in any arbitral, judicial, or other proceeding:

1. Views expressed or suggestions made by another party with respect to a possible settlement of the dispute;
2. Admissions made by another party in the course of the mediation proceedings;
3. Proposals made or views expressed by the mediator; or
4. The fact that another party had or had not indicated willingness to accept a proposal for settlement made by the mediator.

The mediator does not have the authority to impose a settlement on the parties, but will attempt to help them reach a satisfactory resolution of their dispute.

Mediation shall conclude in one of the following ways:

1. By the execution of a settlement agreement by the parties, or
2. By a written declaration of the mediator, a party, or parties to the effect the mediation proceedings are concluded.

E. Binding Arbitration

1. General Provisions

A grievance dispute which was not resolved at Level Two or Level Three under the above grievance procedures may be submitted, with the consent of the MSP/MTA, in response to the initiative of either an aggrieved unit member (s) or the MSP/MTA, to an arbitrator for decision if such grievance involves the application or interpretation of this Agreement.

a. MSP Rights

The MSP/MTA acting through its Official Designee or his/her specific designee shall have the sole right to authorize filing for arbitration under this Agreement.

b. Exclusivity of MSP/MTA representation

No Unit member may be represented on any level of the grievance procedure by an agent and/or representative of any employees' organization other than the MSP/MTA.

c. Filing Notice

The arbitration proceeding may be initiated by filing an authorized demand for arbitration with the American Arbitration Association. The notice shall be filed within ninety (90) work days during the faculty academic year after receipt of the decision of the previous level under the grievance procedure, or where no decision has been issued, after the date when the decision was due. (Notice of intent to file sent to the Chancellor preserves the right to file for another ninety (90) work days or until the University demands filing or withdrawal, whichever comes last.) The demand for arbitration filing or withdrawal shall include a brief statement setting forth precisely the issue to be decided by the arbitrator and the special provision of the agreement involved. (In this Article, "work days" shall in all instances refer to days within the academic year.)

d. Selection of Arbitrator

The American Arbitration Association shall be requested to appoint a panel of arbitrators, from which the parties shall select an arbitrator to hear the particular grievance. If the parties cannot agree as to which member of the panel shall be selected, the American Arbitration Association shall designate the arbitrator.

e. Arbitration Rules and Procedures

The regular voluntary labor arbitration rules of the American Arbitration Association shall be utilized, provided that expedited procedures may be requested by joint decision and agreement of the MSP Official Designee and the Provost for Academic Affairs.

2. Determinations of the Arbitrator

Within thirty (30) days after the conclusions of a hearing, or within thirty (30) days after the date on which briefs shall have been submitted to the arbitrator in lieu of such hearings, the arbitrator shall determine:

- a. whether the MSP/MTA and, where a unit member or unit members sought resolutions of the grievance through the formal grievance steps of this Article, such unit member or members have complied with the procedure for initiating and pursuing a grievance as set forth in this Article;

- b. whether the complaint alleges a breach of a provision of the contract;
- c. whether the arbitrator has jurisdiction to arbitrate; and
- d. whether a provision(s) of this Agreement has been violated in its application to the grievant. The arbitrator shall render his/her decision in writing, shall state the reasons therefore, and shall promptly provide copies of his/her decision to the parties to the arbitration proceeding.

3. Decision of the Arbitrator

The decision of the arbitrator shall be final and binding on all parties to the arbitration proceeding and shall be enforceable in any court of competent jurisdiction.

4. Award of the Arbitrator in General

If the arbitrator determines that no express provision of this Agreement has been breached in its application to the grievant by each unit member as claimed, he/she shall dismiss the grievance. If the arbitrator determines that this Agreement has been so breached, he/she may, subject to the provisions of this Article, provide an appropriate remedy for the breach; provided, however, that in making any monetary award, the arbitrator shall only provide compensation for actual damages directly attributable to such breach, and shall in no event make any award by way of penal damages; and provided further that, save as this Agreement hereinafter provides, the arbitrator shall make no award that grants any appointment, reappointment, promotion, retention, termination, renewal of contract, or tenure to any member of the Unit except as is provided for in the Agreement.

Anything herein contained to the contrary notwithstanding, in making his/her decision the arbitrator shall apply the express provisions of this Agreement and shall not alter, amend, extend, or revise any term or condition hereof.

5. Arbitration and Academic Judgment

- a. Subject to the provisions of this Agreement, the arbitrator shall have no authority or jurisdiction to arbitrate any such portion of any grievance as it relates to any determination or decision made pursuant to an exercise of academic judgment except in the case of a unit member who, in their sixth year (up or out year), has received positive recommendations from all prior levels of review for tenure or tenure with promotion, but is not recommended by the Chancellor. In this case, the arbitrator shall have the authority to determine whether or not the University's actions were arbitrary or capricious. Whenever the arbitrator shall have determined that such allegation is true, he/she may reinstate the unit member for one full academic year with back pay and the right to be reviewed for tenure or tenure with promotion during that academic year. It is understood that an arbitrator in so reinstating a unit member shall not be empowered to bestow tenure or promotion in rank and that this provision, based on arbitrary and capricious standards, shall be available to a unit member only once.

b. Powers of Remand

Subject as is hereinafter provided, whenever any grievant shall have alleged, expressly or by implication of the factual allegations, that any determination or decision of the University involving the exercise of academic judgment was, in its application to said grievant, arbitrary or capricious, the arbitrator shall have the power to determine the truth or falsity of such allegation. Whenever the arbitrator shall have determined that such allegation is true, he/she shall order that such arbitrary or capricious determination or decision shall be reconsidered by the board and such determination or decision shall thereafter be newly made pursuant to the procedures prescribed in this Article and subject to the time limits prescribed. Thereafter, such decision so newly made shall be subject to the provision of this Article, including this provision; provided, however, that any grievance arising from such decision so newly made shall be initiated by filing notice thereof with the Chancellor of the University and then preceding pursuant to the provisions of the Binding Arbitration section of these procedures, and the provisions of Levels I and II of these procedures shall not apply to such grievance; and provided further that, anything in the provisions of the Binding Arbitration section to the contrary notwithstanding, such notice shall be filed with the Chancellor of the University and the American Arbitration Association within fourteen (14) working days of the date on which notice shall have been given pursuant to the provisions of this paragraph.

Whenever in his/her complaint any grievant shall have alleged, expressly or by implication of the factual allegations, that any determination or decision of the University made pursuant to an exercise of academic judgment was, in its application to him/her, both arbitrary or capricious and made in bad faith, the arbitrator shall have the power to determine the truth or falsity of both such allegations. Whenever the arbitrator shall have found as a matter of fact, on the basis of clear and credible evidence, that both such allegations are true, he/she shall have the power to make any such final and binding award as he/she may deem necessary to make the grievant whole; provided, however, that whenever the arbitrator shall, in respect of such allegations, have found that such determination or decision of the Board was arbitrary or capricious but was not made in bad faith, he/she shall remand such determination or decision as is herein before provided, except in the case cited in section 5, a., of this article.

6. Costs of Arbitration

In all arbitration proceedings, the arbitrator's fees and expenses shall be paid fifty percent (50%) by or on behalf of the MSP/MTA and fifty percent (50%) by the Board. All payments to the arbitrator shall be made within thirty (30) days of the rendering of his/her statement of fees and expenses. In all other respects the parties shall bear their own costs for arbitration.

F. Representation

Any Unit member may initiate and pursue a grievance through the informal and formal steps of the grievance procedure (except arbitration) without intervention of the exclusive representative of the employee organization representing him/her provided that the exclusive representative shall be afforded the opportunity to be present at any conferences held and that any adjustment made shall not be inconsistent with the terms of this Agreement.

Any member of the Unit may request through the MSP President (or other designated grievance officer) that the MSP/MTA represent him/her at any step of the grievance procedure. If such request is granted, the MSP/MTA shall notify in writing the Dean, or the Chancellor of the University, as the case may be, of the name and address of such representative at the time he/she is so authorized to represent the grievant.

The provision of representation, assistance or advice to a grievant does not necessarily constitute union endorsement of any or all of the grievant's claim. Notwithstanding the above, no grievant or representative of a grievant may advance a claim through the grievance-arbitration process that is contrary to contractual provisions and positions taken and/or negotiated by and on behalf of the MSP/MTA, or that is contrary to the MSP's related established administrative policies.

G. Grievance Based on Discrimination

A grievance relating to discrimination based on race, color, age, religion, gender, sexual orientation, handicap, or national origin shall be processed at the option of the grievant in accordance with the procedures established by the Chancellor which are under the direction of the Equal Employment Opportunity Officer. But the grievant may not elect to grieve under both procedures simultaneously. Any grievance alleging discrimination shall be reported, upon receipt of same, by the University to the Equal Employment Opportunity Officer at the earliest level. Remedies from the Equal Employment Opportunity process may not conflict with, exceed, or alter the terms of this Agreement.

H. Waiver, Admission, Termination, and Grounds of Appeal

1. Waiver--Failure of a grievant to comply with any of the provisions of this Article shall be deemed to be a waiver of the right to seek resolution of the grievance under the terms of this Agreement. In determining whether there has been any such failure to comply with any of the provisions of this Article all deadlines shall be adhered to, provided that, grievances involving truly significant interests shall not be deemed waived because of trivial deadline violations; and provided further, that the time limits prescribed herein may be extended in any specific instance by mutual written agreement of the parties.
2. Admission--The resolution of a grievance by the Dean or the Chancellor of the University, or any of their designees, as the case may be, shall not be deemed to be an admission by the University that the grievance has, for any other purpose or proceeding, standing as a grievance, or be an admission of any violation or breach, of the terms of this Agreement or be an admission that such grievance is cognizable or justifiable according to any applicable provisions of the laws of the Commonwealth.
3. Termination--If any member or members of the bargaining Unit shall initiate in any administrative forum other than the Department of Labor Relations (DLR) and providing that MSP/MTA approves the decision to file, the Massachusetts Commission Against Discrimination (MCAD) or in any proceeding that relates to any matter that is the subject of a grievance in respect of which such member or members is or are the grievant while any proceeding in respect of such grievance is pending under any provision of this Article, the proceeding shall terminate as of the date of the initiation of such other administrative or judicial proceeding, and the grievance procedures aforesaid shall be inapplicable to such grievance.

4. Grounds of Appeal--The Board and the MSP/MTA shall have the right to appeal any final decision of the arbitrator pursuant to the provisions of Chapter 150E, Section 8, and Chapter 150C, Sections 10, 11, and 12 of the General Laws.

I. Release Time for Members of the Bargaining Unit

It is understood that grievances will ordinarily be processed during working days; the parties therefore agree that, whenever the work schedules of the grievant, of any MSP/MTA representative, and of any material witnesses who are members of the bargaining Unit so require, such participants shall be given so much release time from their scheduled work assignments as the Chancellor shall determine is necessary for attendance at any hearing, meeting, or other procedure that shall be required for the processing of any grievance.

J. Waiver of Irrelevant Levels

Where it is clear on its face that the remedy for a grievance brought by the MSP involves an exercise of authority beyond the scope of chairpersons or deans, the grievance may be brought directly to Level Two.

ARTICLE VII

CRITERIA FOR APPOINTMENT, PROMOTION, AND TENURE

A. Appointment of Faculty Members and Librarians

1. General Provisions

Qualifications for appointment as hereinafter set forth in this Article are not to be construed to limit the right of recommending authorities to specify additional criteria when such criteria are customarily required for specialized or professional areas or are justified by exceptional or special circumstances. Candidates for initial appointment to a position within the Unit who must relocate their residences because the distance between the University of Massachusetts Lowell and their residence would not permit commuting, must agree to relocate their residences to Massachusetts as a condition of receiving initial appointment to positions within the Unit. Such agreement to initially relocate residence within Massachusetts is required to encourage new faculty to participate in community service activities within the Commonwealth; however, it is understood that such agreement shall not control in contravention of the principles that underlie the Constitution of the United States, nor where waived by the Chancellor of the University. [The Chancellor in his sole nongrievable discretion may waive such agreement where it would impose an unusual personal hardship on the candidate or his/her family.] Candidates appointed in September shall receive two-year initial appointments, and candidates appointed in January shall receive appointments that terminate two years after the September subsequent to their appointment.

High level academic administrators traditionally given faculty appointments may be given such appointment and/or tenure at any time within eighteen months of initial appointment. Other academic administrators such as Associate and Assistant Deans may be given faculty appointments in appropriate situations with consent of the MSP and the affected department. However, the search and department approval process for filling a new full-time faculty position must be followed before any such administrator holding a non-tenure track faculty appointment may enter the bargaining unit in a full-time faculty position.

Other than the above, the processes specified in this article are the exclusive legal methods of appointing unit personnel or persons with the right to enter the unit and no person may be legally awarded tenure in the unit except under and in conformance with the criteria specified in this Article and the processes specified in the Article that follows it; and/or in settlement of a grievance explicitly sanctioned by the MSP; and no person may be promoted to a unit rank except while a member of the unit under the criteria and through the processes specified in the same two articles, and/or in settlement of a grievance explicitly sanctioned by the MSP. In special situations, an individual may be permitted to enter the unit through the transfer to the University of an appropriate position from another institution under the jurisdiction of the Board, but such transfers shall occur only after the Office of Academic Affairs has entered into written joint agreement with the MSP and under the specific terms of such agreement.

a. Additional Appointment Criteria and Appointment Deadlines

Upon authorization from the Provost for Academic Affairs to fill a vacant position, the department chairperson shall determine with the advice and

consent of appropriate department committees, and the Director of Libraries shall determine after consultation with appropriate library committees and division heads, such additional criteria as may be deemed proper for the specific vacancy to be filled and the procedures for reviewing applicants and nominating candidates to the University Administration. However, the filling of all vacancies shall be subject to specified administrative academic and professional requirements and deadlines, as well as the valid objectives of the University Affirmative Action program. The final candidates to be nominated for faculty position vacancies shall be interviewed by the Department Chairperson and the College Dean. Such candidates for librarian position vacancies shall be interviewed by the Director of Libraries.

b. Recommendation Process

The name of the candidate recommended, together with complete professional vita and comments of the department chairperson, shall be submitted to the College Dean. The College Dean or the Director of Libraries, as the case may be, shall review all recommendations, shall add his/her recommendations, and shall transmit all recommendations and supporting documents to the Provost for Academic Affairs, who shall review all materials forwarded and transmit them, together with his recommendation, to the Chancellor. In the event that the candidate recommended by the department chairperson or the Director of Libraries is rejected by the Chancellor, the procedure specified above shall be repeated until a candidate shall be appointed to fill the authorized position or the position authorization is withdrawn in accordance with procedures and deadlines for reallocating vacant positions.

c. Upper Level Rank Appointments

If an appointment is to be made at the rank above Assistant Professor or Assistant Librarian, such appointment shall be subject to the same review process as is required for promotion to the specified rank. If appointment is to be made with tenure, such appointment shall be subject to the same process as is required for the awarding of tenure to a member of the Unit. An individual who is offered an initial appointment or who is subsequently offered reappointment is required to sign an official University contract and to file such contract with the Office of the Provost for Academic Affairs within one month of notification of appointment or reappointment. Failure to comply with this requirement may result in cancellation of appointment or reappointment without prejudice to the University.

2. Faculty Appointments

Faculty appointments shall be made at the appropriate rank in keeping with standard requirements or the specified exceptions to requirements.

a. Standard Requirements for Faculty Appointments

(1) Instructor

A master's degree from an accredited institution and in a discipline or field acceptable to the recommending authorities;

(2) Assistant Professor

An earned doctorate from an institution accredited at the doctoral level and in a discipline or field acceptable to the recommending authorities;

(3) Associate Professor

An earned doctorate from an institution accredited at the doctoral level and in a discipline or field acceptable to the recommending authorities; a record of instructional effectiveness with six years of successful full-time teaching experience in four-year institutions of higher education and at least two years of such experience at the rank of Assistant Professor; research or scholarly achievement as demonstrated by a continued record of accomplishment resulting in publication of a significant number of articles in recognized professional and/or academic journals and/or in publication of a book or its edited equivalent, and/or significant recognition by learned societies or professional associations for demonstrated achievement or leadership in the discipline or professional area which is to be taught;

(4) Professor

An earned doctorate from an institution accredited at the doctoral level and in a discipline or field acceptable to the recommending authorities; a record of instructional effectiveness with eight years of successful full-time teaching experience in four year institutions of higher education at the rank of Assistant Professor or higher and at least two years of such experience at the rank of Associate Professor; research or scholarly achievement as demonstrated by a continued record of accomplishment resulting in publication of a significant and extensive number of articles in recognized professional and/or academic journals and/or in publication of a book or its edited equivalent, and/or significant and wide recognition by learned societies or professional associations for demonstrated achievement or leadership in the discipline or professional area which is to be taught.

b. Exceptions to Requirements for Faculty Appointments

(1) Waiver of Master's Degree for Instructor Appointments

The specified master's degree requirement for appointment to the rank of instructor may be waived for a candidate actively pursuing a doctoral program in an institution accredited at the doctoral level if such a candidate has completed all requirements for such a program except the thesis;

(2) Waiver of Doctorate for Appointment to Assistant Professor and Assistant Clinical Professor

The specified doctoral requirement for the rank of Assistant Professor may be waived by recommending authorities as follows:

(a) Accounting

In the area of accounting for an individual who possesses both the M.B.A. degree and professional C.P.A. certification;

(b) Computer Science

In the area of computer science for an individual who possesses a master's degree in the area to be taught plus additional experience and/or training acceptable to recommending authorities

(c) Health Professions

In the areas of exercise physiology, health, medical technology, nursing, and physical therapy for an individual who possesses a master's degree in the field to be taught from an institution accredited for graduate study by the appropriate professional association plus 30 graduate credits or demonstrated clinical excellence acceptable to recommending authorities.

(3) Waiver of Doctoral Requirements

The specified doctoral requirements for the three professorial ranks may be waived by recommending authorities for any one of the following categories of candidates:

(a) Studio Art and Music Performance

Candidates in studio art and music performance (excluding candidates in such academic or professional fields as art education, art history, music education, music history, and music theory) who possess professional graduate degrees which are recognized by recommending authorities as "terminal qualification" in the disciplines or fields to be taught and which have been awarded by institutions accredited for graduate study by the appropriate professional association;

(b) Industrial and Sound Recording Technology

Candidates in the field of industrial and sound recording technology who possess professional graduate degrees which are recognized by recommending authorities of the College of Engineering or College of Music as "terminal qualifications."

(4) Waiver of Doctorate and Experience Requirement for Exceptional Candidates

The specified doctoral and/or teaching experience requirements for the three professional ranks may be waived by recommending authorities for individuals of exceptional talents or special accomplishments who are widely recognized in their fields for such talents or accomplishments.

(5) Waiver of Teaching Requirement

Up to three years of the teaching requirements may be waived for specified reasons relating to specialized or professional areas when, in the judgment of recommending authorities, candidates for appointment possess suitable substitute experience.

(6) Substitutions for Publication Requirement

Comparable studio and performance achievements may be substituted for the specified publication requirements of the upper professorial ranks by terminally qualified individuals in studio art and music performance.

3. Professional Librarian Appointments

Librarian appointments shall be made at the appropriate rank in keeping with the standard requirements or the specified exceptions to requirements.

a. Standard Requirements for Professional Librarian Appointments are as follows:

(1) Instructor Librarian

A master's degree in library science from an accredited ALA institution or other master's degree which is in an area specifically related to library functions and which is acceptable to recommending authorities;

(2) Assistant Librarian

A master's degree in library science, information science, or information studies from an accredited ALA institution or an equivalent graduate degree acceptable to recommending authorities in an area specifically related to library functions plus two years of full-time professional library experience in a college, university, or research library;

(3) Associate Librarian

A master's degree in library science, information science, or information studies from an accredited ALA institution or an equivalent graduate degree acceptable to recommending authorities in an area specifically related to library functions and an additional equivalent graduate degree in a field appropriate to library functions which is acceptable to recommending authorities; research or scholarly achievement as demonstrated by a publication record in recognized professional and/or academic journals, and/or recognition by learned societies or professional library associations for demonstrated leadership or achievements; and six years of successful, full-time professional library experience in a college, university or research library with at least two years of such experience at the rank of Assistant Librarian or higher;

(4) Librarian

A doctorate in library science from an accredited ALA institution or an equivalent doctorate acceptable to recommending authorities; research or scholarly achievement as demonstrated by significant publication in recognized professional journals and/or significant recognition by learned societies or professional library associations for demonstrated leadership or achievements; and six years of successful, full-time professional library experience in a college, university, or research library with at least six years of such experience at the rank of Assistant Librarian or higher; or a master's degree in library science, information science, or information studies from an accredited ALA institution or an equivalent graduate degree acceptable to

recommending authorities in an area specifically related to library functions plus a second master's degree in a field appropriate to library functions which is acceptable to recommending authorities; research or scholarly achievement as demonstrated by a significant publication record in recognized professional and/or academic journals, and/or significant recognition by learned societies or professional library associations for demonstrated leadership or achievement; and eight years of successful, full-time professional library experience in a college, university, or research library with at least eight years of such experience at the rank of Assistant Librarian or higher.

b. Exceptions to Requirements for Professional Librarian Appointments

(1) Waiver of Degree Requirements for Associate Librarian and Librarian

The specified requirement for the second master's degree for appointment to the rank of Associate Librarian and the specified doctoral requirement for appointment to the rank of Librarian may be waived by recommending authorities for individuals of exceptional talents or special accomplishments who are widely recognized in their fields for such talents or accomplishments.

(2) Waiver of Library Experience Requirement

Up to three years of successful, full-time library experience may be waived for specified reasons relating to specialized or professional areas when, in the judgment of recommending authorities, candidates for appointment possess suitable substitute experience.

B. Promotion of Faculty and Librarians

1. General Provisions

a. Requirements for Promotion

The requirements for promotion are both specific and general. Each candidate for promotion shall first be carefully evaluated at each level as to whether he or she meets the specific requirements for the rank to which the candidate has requested promotion. Except as explicitly provided for in this Agreement, and under the explicit conditions stated, these requirements may not be waived. If the specific requirements are met, the candidate then shall be carefully evaluated in terms of the three general areas of evaluation which are listed below.

In order to be recommended for promotion, candidates must satisfy the specific rank requirements as stated and also must have demonstrated, in the academic judgment of the reviewing level, a sufficiently high overall level of positive accomplishment when their achievements in the three evaluation areas are taken together. Such achievement must be manifested in both qualitative and quantitative terms.

b. Eligibility

To be eligible for promotion, the faculty member or librarian must have satisfied requirements for instructional or professional effectiveness, degree attainment, research, and professional and service achievement at the time of application for promotion and must be able to satisfy the experience requirements by the effective date of requested promotion.

2. Faculty Promotions

Consideration of a candidate for tenure shall be based on the following:

- a. Convincing evidence of excellence in at least two, and strength in the third, of the areas of teaching; research, creative, or professional activity; and service, such as to demonstrate the possession of qualities appropriate to a member of the faculty occupying a permanent position.
- b. Reasonable assurance of continuing development and achievement leading to further contributions to the University.
- c. General Areas of Faculty Evaluation for Promotion

(1) Instructional Effectiveness

Including, but not limited to, adherence to academic rules and regulations promulgated through established academic governance procedures by the Board of Trustees for the University; development, improvement and demonstration of subject-matter competence, continued improvement of methods and procedures of classroom presentation; active participation in departmental evaluation of course offerings and curricula for the purpose of maintaining their quality, relevance, and viability; conscientious discharging of responsibilities for student advisement throughout the academic year; and special or uniquely valuable contributions to the development or implementation or teaching of needed courses in any college or division of the University, and the like.

Notwithstanding achievements made in other areas of faculty evaluation, instructional effectiveness as herein defined shall be considered as indispensable for faculty appointment and advancement.

(2) Research and Publication

Including, but not limited to research funded by governmental agencies, professional associations and/or publicly acknowledged by learned and professional societies; book publications by governmental agencies, professional associations, and/or acknowledged publishing houses; and publications in recognized professional and/or academic journals, and published conference proceedings.

(3) Service Contributions

Professional leadership and achievement, service to the University, and community service:

(a) Professional Leadership and Achievement

Including, but not limited to recognition by learned societies or professional associations for demonstrated achievement or leadership at a substantial level beyond the University community and in an academic or professional area; postdoctoral study in an accredited college or university or in recognized institutes of advanced study;

(b) Service to the University

Including, but not limited to professional activities contributing to the good of the University, its Colleges, and Departments which are not required of faculty members as matters of regular assignment, such as service with college or university wide committees, service on professional boards or accreditation agencies as representatives of the University, service on such task forces of the University as are, from time to time, established by the Chancellor and/or Board of Trustees; and Leadership in the development and/or strengthening of significant programs and courses (including those in Continuing Education) which enhance the University's ability to fulfill its mission. In considering service to the University, recommending authorities also shall give special attention to those individuals who have acquired new skills and knowledge for the purpose of transferring to new programs or departments when such transfer enhances the University's ability to serve its mission as a public institution of higher education.

(c) Service to the Community

Including, but not limited to significant professional activities contributing to the good of the public sector which are associated with the faculty member's area of academic or professional expertise and which are rendered without remuneration.

d. Specific Rank Requirements

(1) Specific Promotion Requirements for Faculty Ranks

(a) Assistant Professor

An earned doctorate from an institution accredited at the doctoral level and in a discipline or field acceptable to the recommending authorities. The University shall promote an instructor who satisfies terminal qualifications to the rank of assistant professor without the necessity of going through the entire promotion procedure contained in this agreement where the individual has the positive recommendation of his/her department and the College Dean. The promotion shall become effective at the time next when other promotion recommendations become effective.

(b) Associate Professor

An earned doctorate from an institution accredited at the doctoral level and in a discipline or field acceptable to the recommending authorities; research or scholarly achievement as demonstrated by a continued

record of accomplishment resulting in publication of a significant number of articles in recognized professional and/or academic journals, and/or in publication of a book or its edited equivalent, and/or significant recognition by learned societies or professional associations for demonstrated achievement or leadership in the discipline or professional area which is taught; and six (6) years of successful, full-time teaching experience in four year institutions of higher education with at least two years of such experience at the rank of Assistant Professor at the University of Massachusetts Lowell. [Promotion of a non-tenured Assistant Professor to Associate Professor automatically confers tenure.]

(c) Professor

An earned doctorate from an institution accredited at the doctoral level, a contractual waived doctorate, or a faculty member who falls within the contractual Special Provisions (Grandfather Clauses) and in a discipline or field acceptable to the recommending authorities; research or scholarly achievement as demonstrated by a continued record of accomplishments resulting in publication of a significant and extensive number of articles in recognized professional and/or academic journals, and/or in publication of a book or its edited equivalent, and/or significant and wide recognition by learned societies or professional associations for demonstrated achievement of leadership in the discipline or professional area which is taught; and eight years of successful, full-time teaching experience in four year institutions of higher education at the rank of Assistant Professor or higher with three years of such experience at the University of Massachusetts Lowell two of which years must be at the rank of Associate Professor.

(2) Exceptions to Specific Requirements for Faculty Ranks

(a) Waiver of Doctorate for Promotion to Assistant Professor and Assistant Clinical Professor

The specified doctoral requirement for the rank of Assistant Professor may be waived by recommending authorities as follows:

- i. Accounting -- In the area of accounting for an individual who possesses the M.B.A. degree and professional C.P.A. certification;
- ii. Computer Science -- In the area of computer science for an individual who possesses a master's degree in the area taught plus additional experience and/or training acceptable to recommending authorities;
- iii. Health Professions -- In the areas of exercise physiology, health, medical technology, nursing, and physical therapy for an individual who possesses a master's degree in the field to be taught from an institution accredited for graduate study by the appropriate professional association plus 30 graduate credits or demonstrated clinical excellence acceptable to recommending authorities.

(b) General Waiver of Doctoral Requirements

The specified doctoral requirements for the three professorial ranks may be waived for any one of the following categories of candidates:

- i. Accounting -- Individuals appointed to the University prior to September 1980 in the field of accounting who possess both the M.B.A. degree and professional C.P.A. certification;
- ii. Studio Art and Music Performance -- Individuals in studio art and music performance (excluding candidates in such academic or professional fields as art education, art history, music education, music history, and music theory) who possess professional graduate degrees which are recognized by recommending authorities as "terminal qualification" in the disciplines or fields which are taught and which have been earned at an institution accredited for graduate study by the appropriate professional association;
- iii. Industrial and Sound Recording Technology -- Individuals in the field of industrial and sound recording technology who possess professional graduate degrees which are recognized by recommending authorities of the College of Engineering or College of Music as "terminal qualifications";
- iv. Exceptional Candidates -- Individuals who are widely recognized in their fields for exceptional talents or special accomplishments.

(c) Waiver of Teaching Requirements

Up to three years of the teaching requirement may be waived for specified reasons relating to specialized or professional areas when, in the judgment of recommending authorities, the candidate for promotion possesses suitable substitute experience. One year of the overall teaching requirement, but not the minimum number of years of teaching required specifically at the University of Massachusetts Lowell, may be waived where a person, having completed at least one year of teaching at the University of Massachusetts Lowell, is awarded a major research grant and as a result, takes a leave of absence. In such instance the year's leave to pursue the grant-funded research may be counted toward the overall teaching minimum.

(d) Substitution for Publication Requirements

Comparable studio and performance achievements may be substituted for the specified publication requirements of the upper professorial ranks by terminally qualified individuals in studio art and music performance.

e. Special Provisions (Grandfather Clauses)

Assistant Professors who were employed prior to September 1975 by Lowell State College or Lowell Technological Institute and who have been in continuous employment of either predecessor institution and the University may be eligible for promotion to Associate or Full Professor as follows:

- (1) Terminally or non-terminally qualified individuals who hold at least a master's degree or doctoral candidacy status and evidence records of superior instructional effectiveness and exceptional, substantive service to the University (including service below the University-wide level) and/or public sector, such service to be directly related to an individual's academic discipline or professional field; or
- (2) Non-terminally qualified individuals who hold at least a master's degree or doctoral candidacy status and
 - (a) evidence records of superior instructional effectiveness and significant recognition by learned or professional associations for demonstrated achievement or leadership in the discipline or professional field which is taught; or
 - (b) evidence records of superior instructional effectiveness and significant research or scholarly achievement as demonstrated by publication in recognized professional and/or academic journals and/or in publication of a book or its edited equivalent, such publications to be directly related to an individual's academic discipline or professional field.

3. Librarian Promotions

a. General Areas of Librarian Evaluation

(1) Professional Effectiveness

Including, but not limited to adherence to professional rules and regulations promulgated by the Board of Trustees for the Library (through established governance procedures where appropriate); development, improvement and demonstration of professional competence as librarians; active participation in professional evaluation of library services for the purpose of maintaining their quality, relevance, and viability; and conscientious discharging of library responsibilities. Notwithstanding achievements made in other areas of librarian evaluation, professional effectiveness as herein defined shall be considered as indispensable for librarian advancement. A key element in librarian professional effectiveness shall be a record of positive contributions to the academic functioning of the university and its faculty, on behalf of research and instructional programs.

(2) Research and Publication

Including, but not limited to research funded by governmental agencies and professional associations and/or publicly acknowledged by learned and professional societies; book publications by governmental agencies, professional associations, and acknowledged publishing houses; and publications in recognized professional and/or academic journals, and published conference proceedings.

(3) Service Contributions

Professional leadership and achievement, service to the University, and community service:

(a) Professional Leadership and Achievement

Including, but not limited to recognition by learned societies or professional associations for demonstrated achievement or leadership at a substantial level beyond the University community and in a professional area; postdoctoral study in an accredited college or university or in recognized institutes of advanced study and the like;

(b) Service to the University

Including professional activities contributing to the good of the University which are not required of librarians as matters of regular assignment, such as service on college or university wide committees, service with professional boards or accreditation agencies as representatives of the University, and service on such task forces of the University as are, from time to time, established by the Chancellor and/or Board of Trustees, etc.

(c) Community Service

Including significant professional activities contributing to the good of the public sector which are associated with the professional librarian's area of academic or professional expertise and which are rendered without remuneration.

b. Requirements for Librarian Ranks

(1) Specific Promotion Requirements for Librarian Ranks

(a) Assistant Librarian

A master's degree in library science, information science, information studies from an accredited ALA institution or an equivalent graduate degree in an area specifically related to library functions plus two years of full-time professional library experience in a college, university, or research library;

(b) Associate Librarian

A master's degree in library science, information science, information studies from an accredited ALA institution or an equivalent graduate degree in an area specifically related to library function and an additional equivalent graduate degree in a field appropriate to library functions which is acceptable to recommending authorities; research or scholarly achievement as demonstrated by a moderate publication record in recognized professional and/or academic journals. and/or recognition by learned societies or professional library associations for demonstrated leadership or achievements; and six years of successful, full-time professional library experience at a college, university, or research library with at least two years of such experience at the rank of Assistant Librarian and three years at the University of Massachusetts Lowell;

(c) Librarian

A doctorate in library science from an accredited ALA institution or an equivalent doctorate acceptable to recommending authorities; research or scholarly achievement as demonstrated by significant publication in recognized professional journals and/or significant recognition by learned societies or professional library associations for demonstrated leadership or achievements; and six years of successful, full-time professional library experience in a college, university, or research library with at least six years at the rank of Assistant Librarian or higher and at least three years of such experience at the University of Massachusetts Lowell at the rank of Associate Librarian; or a Master's degree in library science, information science, or information studies from an accredited ALA institution or an equivalent graduate degree in an area specifically related to library function plus a second master's degree in a field appropriate to library functions which is acceptable to recommending authorities; research or scholarly achievement as demonstrated by a significant publication record in recognized professional and/or academic journals, and/or significant recognition by learned societies or professional library associations for demonstrated leadership or achievement; and eight years of successful, full-time professional library experience with at least eight years in a college, university, or research library of such experience at the rank of Assistant Librarian or higher with three years of such experience at the University of Massachusetts Lowell at the rank of Associate Librarian.

(2) Exceptions to Standard Requirements for Librarian Ranks

(a) Waiver of Experience Requirement

Up to three years of the professional experience requirement may be waived for specified reasons relating to specialized or professional areas when, in the judgment of recommending authorities, the candidate for promotion possesses suitable substitute experience.

(b) Waiver of Degree Requirement for Associate Librarian

The specified requirement for a second master's degree for promotion to the rank of Associate Librarian may be waived by recommending authorities for individuals who possess special talents, skills or abilities which are vital to library functions.

(c) Grandfather Clause for Tenured Instructor Librarian

The master's degree requirement for promotion to Assistant Librarian may be waived for tenured Librarians I who hold a bachelor's degree and were hired prior to and have continuously served since the 1975 merger.

(d) Exceptional Candidates

Individuals who are widely recognized in their fields for exceptional talents or special accomplishments.

C. Faculty and Librarian Tenure

The granting of tenure is the single most important personnel decision made by the University. Tenure, once attained, shall confer upon the individual the right to hold his or her position and not to be removed there from except as provided through due process and for just cause. Barring unforeseen circumstances, tenure obligates the University to the employment of an individual for the balance of his or her professional life. Therefore, when an individual is being considered for a tenure appointment, whether by promotion from within or by appointment from without, a searching review of the candidate must be made by all segments of the University.

1. Review Requirements

The review of candidates for tenure shall be in accordance with Articles IX and VII, and shall indicate, at a minimum, satisfactory achievements of the requirements for promotion to the rank of Associate Professor or Associate Librarian². Additionally, recommending authorities shall assess the potential of the candidate for professional growth and the need for flexibility and growth at the department, college, and university levels or at the library, unit, and university levels. Furthermore, all tenure recommendations must specifically address the programmatic contribution of candidates in light of the present and anticipated overall academic needs of the program, college and university, giving due consideration to preserving and/or promoting sufficient staffing flexibility at departmental, college and university levels which will ensure both the future viability of academic programs and the capacity for necessary institutional change.

For promotion to the rank of associate professor and professor and for all tenure recommendations, the chairperson shall solicit outside letters of reference drawn from a list of scholars and/or professionals. The solicited referees shall include scholars and professionals from those suggested by the faculty member (if he or she wishes to provide names), but the list is not limited to those the faculty member suggests.

All materials in the basic file shall be accessible to the faculty member, with the exception of those letters of recommendation to which he or she has voluntarily waived access.

² Two years at the University of Massachusetts Lowell minimum. [CLARIFICATION: Persons hired as Assistant Professors need six years experience minimum to apply for promotion and tenure. At the time of hire, candidates may ask hiring authorities to accept in transfer up to three years of appropriate higher ed. teaching experience if they have it, and/or up to three years of prior specialized or professional experience if they have it, BUT MUST STILL HAVE AT LEAST TWO YEARS AT THE UNIVERSITY OF MASSACHUSETTS LOWELL at the time promotion and tenure becomes effective. Accepted years of transferred teaching/specialized/professional experience do not adjust the tenure decision year (TDY), i.e., the year in which a person must apply for tenure. The TDY is the sixth year of an individual's full time tenure track appointment. For persons hired mid-academic year, the TDY is six years from the following September. Persons hired as associate or full professors and not given tenure at time of hire must have two years of service at University of Massachusetts Lowell at the time tenure becomes effective.

2. Tenure Review Period

Review for tenure normally shall be made at the time an individual is considered for promotion to Associate Professor or Associate Librarian (usually during the sixth year of an individual's full-time appointment as a faculty member or librarian).

3. Entitlement

- a. Unit members promoted from within the University to the ranks of Associate Librarian, Librarian, Associate or Full Professor shall thereby gain tenure.
- b. There shall be no tenure quotas at the University of Massachusetts Lowell.
- c. All unit members who have been awarded tenure by Lowell State College or Lowell Technological Institute and who have been in the continuous employment of either of the predecessor institutions and the University of Lowell shall continue such tenure at the University of Massachusetts Lowell.

4. Recognition of University Service for Promotion and Tenure

- a. For the purpose of determining credited years of full-time experience at the University of Massachusetts Lowell, no recognition shall be granted for periods of less than the full academic or professional year, such year being defined as beginning in September and extending through the end of the academic or professional year. In the event that a unit member begins employment after the beginning of the academic or professional year, but before the second week of the academic year or professional year then that unit member's credited year of full-time experience shall begin that year.
- b. An approved leave of absence to a full-time faculty member or librarian shall not be counted as a year of service and shall not be construed as a break in consecutive years of service with the University.
- c. Individuals appointed as full-time faculty or librarians who, without a break in University service, subsequently are appointed as part-time shall not be considered to have broken their record of consecutive service upon subsequent full-time reappointment. Such part-time service at the University shall not be counted toward specific rank requirements for the purpose of reviewing an individual for tenure or promotion. However, such individuals shall without exception be given final tenure review early enough so that the terminal year (if termination results) will end before the beginning of their eighth year.

5. Recognition of Non University Service for Promotion/Tenure

- a. A maximum of three years, (complete, full academic or professional years), of full-time service in other four-year institutions of higher education may be credited to the experience requirement for promotion which results in tenure, thus permitting early application for promotion resulting in tenure. But prior experience at other institutions may not count in calculating the up-or-out tenure year at the University of Massachusetts Lowell or in calculating whether the eighth year of service at the University of Massachusetts Lowell has begun. At the time of hire, the hiring authority will determine how many years of full-time service a candidate may be credited with, and this information will be included with the appointment letter.

6. Disqualification for Tenure

- a. Regardless of evaluation/review processes or any other circumstances, individuals appointed to positions with the rank of Instructor or Instructor Librarian who fail to achieve promotion to Assistant Professor or Assistant Librarian by the end of their fourth year of continuous full-time service are ineligible for tenure at the University and shall receive notice prior to the beginning of the fifth year that they are beginning a terminal one-year contract.
- b. Individuals appointed to positions with the rank of Instructor or Instructor Librarian who achieve promotion to Assistant Professor or Assistant Librarian by the end of their fourth year of continuous full-time service, but who have failed to achieve promotion to Associate Professor or Associate Librarian by the end of their sixth year of continuous full-time service are ineligible for tenure at the University and shall be given notice prior to the beginning of the seventh year that they are beginning a terminal one-year contract.
- c. Individuals appointed to positions with the rank of Assistant Professor or Assistant Librarian who fail to achieve promotion to Associate Professor or Associate Librarian by the end of their sixth year of continuous full-time service are ineligible for tenure at the University and shall be given notice prior to the beginning of the seventh year that they are beginning a terminal one-year contract.
- d. Individuals appointed to positions at the ranks of Associate Professor, Professor, Associate Librarian, Librarian and who have failed to achieve tenure status by the end of their sixth year of continuous full-time service at the University of Massachusetts Lowell shall be given notice prior to the beginning of their seventh year that they are beginning a terminal one-year contract.

7. Exclusions

- a. Individuals shall not be awarded tenure solely because of malfeasance, misfeasance, or nonfeasance on the part of chairpersons, supervisors, deans, directors, or committees. In the event of such malfeasance, misfeasance, or nonfeasance, the Chancellor shall have the right to act independently to comply with specified notification deadlines. Technical, clerical or procedural errors shall not confer tenure.
- b. Individuals holding positions with titles of library division head, department chairperson, department chairperson with head status, coordinator, director, supervisor, dean, or other administrative or quasi-administrative titles, shall not be eligible for tenure with these titles although they may be eligible for tenure with faculty or librarian rank in accordance with policies governing such tenure.
- c. Individuals appointed with part-time (less than full-time) status as faculty or librarians shall not be eligible for tenure. Contracts for such part-time faculty or librarians shall note the part-time nature of such an appointment, and any restrictions on further hiring, where applicable.
- d. Individuals appointed with part-time status as faculty or librarians who are subsequently appointed as full-time faculty or librarians may not receive credit for part-time appointments in determining eligibility for tenure.

ARTICLE VIII

TENURE AND PROMOTION PROCEDURE

No non-tenured individual may apply for tenure and/or promotion unless evaluated as provided in the Evaluation Article. In the case of non-tenured and tenured faculty applying for promotion, the most recent annual evaluation(s) and merit evaluation(s) (or the fact that such evaluations do not exist because the individual did not submit to evaluation) shall be available to the Department Personnel Committee and subsequent review levels for due consideration. (In all that follows, a reviewing authority is the same thing as a recommending authority.)

A. Faculty Promotion/Tenure Process

1. Application for Review

- a. A faculty member who wishes to be considered for promotion or tenure will so inform his or her Department Chairperson by the appropriate period in the academic year in which the requested recommendation is sought³. It is the responsibility of each candidate for promotion or tenure to ensure that his/her completed professional vita is filed with the department Chairperson, who shall forward this material to the Department Personnel Committee. Any faculty member may remove himself/herself from consideration at any level.
- b. The tenure decision shall be made no later than the sixth year of service with the University. No more than three years prior service at a four-year institution of higher education in the United States or Canada can be credited to the experience requirement of promotions which confer tenure. A faculty member may request at his/her option an early tenure determination. But it is understood that no candidate may apply for tenure once a Department has recommended, or the University has initiated implementation of, termination at any time before September 15th of the fourth year at the University. If such recommendation or initiation occurs during a tenure process, the individual is automatically removed from that process.

The Tenure Decisions Year (TDY) above may be postponed for up to one year in accordance with Article XX Supplemental Benefits Section B.5.

2. Review Levels

Each faculty candidate for promotion and/or tenure, whether by the standard requirements or the exceptions to same or the special provisions, shall be reviewed by a Department Personnel Committee, a College Personnel Committee, the College Dean, and the University Rank and Tenure Committee.

All required materials filed by a candidate for promotion and/or tenure, all recommendations from each level of review (both positive and negative) plus written responses (if any) of the candidate to reviews made at the levels of the department, college, and dean shall be forwarded to all subsequent review levels. Recommendations which are made at any level shall not be binding at any other

³ A faculty member of the Graduate School of Education shall provide notification to the Dean of the College, who shall forward all materials to the Chairperson of the appropriate Personnel Committee of the Graduate School of Education

level. Recommendations for tenure and for each rank of promotion shall be made as hereinafter provided.

- a. Each reviewing authority develops an alphabetical list of individuals who are recommended for tenure, including those individuals who are simultaneously evaluated for both promotion and tenure. (Applicants for simultaneous evaluation for promotion and tenure shall not be evaluated separately for tenure or for promotion).
- b. Each reviewing authority develops an alphabetical list of individuals who are recommended for each rank of promotion. Candidates who are simultaneously evaluated for both promotion and tenure shall appear on both tenure and promotion lists and shall be listed in alphabetical order. The results of each reviewing authority's vote count will be forwarded to the subsequent levels of review.
- c. Each reviewing authority develops an alphabetical list of individuals who are not recommended for tenure and an alphabetical list of individuals who are not recommended for promotion (by level of requested promotion). Unrecommended candidates who are simultaneously evaluated for both promotion and tenure shall appear on both promotion and tenure listings of unrecommended individuals. The phrase "review" as used in this Article refers to a process which leads to a positive or negative recommendation; however, it is understood that the Department/College/Library committees, Deans/Director and the University Rank and Tenure Committee shall submit written reasons for their respective decisions whether positive or negative.
- d. All decisions of Committees in this process⁴ shall be made by vote of their members and all votes shall be by a simple majority of those committee members present and voting. Positive recommendations require a positive majority vote equal in number to a majority of the Committee members present and voting.
- e. Committees may make reasonable procedural rules not inconsistent with this Agreement.

3. Membership of Faculty Personnel Committees

- a. Subject to the specifications below, each department shall vote annually on the membership of Department Personnel Committees. For those departments that have one (1) to ten (10) members, all eligible members shall serve on the committee. For those with ten (10) or more, at least ten (10) or the maximum numbers eligible if less than ten shall serve on the committee.

(1) Review for Assistant Professor

All tenured Assistant, Associate, and Full Professors are eligible to serve on the Department Personnel Committee when it reviews Candidates for Assistant Professor.

⁴ and the Salary Review Process.

(2) Review for Associate Professor

Only tenured Associate and Full Professors are eligible to serve on the Department Personnel Committee when it reviews candidates for Associate Professor.

(3) Review for Full Professor

Only tenured Full Professors are eligible to serve on the Department Personnel Committee when it reviews candidates for Full Professor.

(4) Review for Tenure

Only tenured Associate and Full Professors shall be eligible to serve on the Committee when it reviews for Tenure.

(5) Election of Committee Chairperson

Each department committee shall elect a Chairperson from its membership. Such Chairperson shall be entitled to full participation in Committee deliberations and may vote.

(6) Membership Disqualification

An individual is ineligible for membership on a committee which shall review his or her candidacy.

(7) Membership of Department Chairperson

The Department Chairperson shall be a member of the Committee in all its forms, regardless of his or her rank, except when he or she is a candidate for promotion.

(8) Departments with Insufficient Members

Where any department shall have less than three (3) members eligible to serve on a given version of the Committee, then qualified individuals from allied departments acceptable to both the eligible department members and the candidate(s) shall be designated by the college dean. If after reasonable efforts by the college dean, no one found is acceptable to all parties on both sides, the MSP President and the College Dean shall jointly designate someone to serve.

b. College Personnel Committee

Each college shall have a College Personnel Committee consisting of all department chairpersons of the college and three tenured full professors elected by majority vote of faculty members in the college^{5,6}. Each committee shall elect a chairperson from among its tenured full professors. Such chairperson shall be entitled to full participation in committee deliberations and may vote. When a department chairperson is a candidate for promotion, he or she shall be replaced on the committee by a tenured associate or full professor elected by the members of the department. In the week immediately before the College Personnel Committee is scheduled to meet to elect its chairperson, the membership of the college, by petition of an absolute majority of its membership filed with the dean of the college, may provide for direct election by the college faculty of the Chairperson of the College Personnel Committee.

c. College Dean

Review shall be performed by the College Dean personally. In the event of the disability of the College Dean, anyone designated to perform this function in substitution for the Dean must be qualified to hold the office of College Dean.

d. University Rank and Tenure Committee

(1) Committee Membership

The University Rank and Tenure Committee shall consist of the chairpersons of the eight (8) college/division personnel committees (Education, Engineering, Fine Arts & Humanities, Social Sciences, Sciences, Health & Environment, Management, and Library) and the Provost, who shall chair the University Rank and Tenure Committee and vote only in case of a tie vote. There also shall be two (2) non-voting observers (who may participate in Committee deliberations), one designated by the MSP Chairperson (or other MSP designated officer), one by the Chancellor of the University or his/her designee. Observers shall concern themselves with the University's commitment to (1) fair and consistent procedures, (2) equal opportunity, and (3) academic standards. Any observer who believes that any of the three criteria referred to above was violated shall give written notice to the MSP and the Chancellor, describing the details of the violations.

(2) Responsibility of College and Library Committee Chairpersons

The chairperson of the College or Library Personnel Committee who serves on the University Rank and Tenure Committee shall be obliged to fully

⁵ Colleges without departments shall elect two tenured full professors and two tenured associate or full professors who shall, with the Chair of the Faculty, constitute the college committee. The Chair of the Faculty may not serve as Chair of the College Personnel Committee. They shall not have a department committee.

⁶ The requirement of majority vote means that any person receiving a majority in the initial balloting shall be declared elected. After one balloting, the candidates with the lowest number of votes shall be dropped until a number of persons remains for a run-off election equal to the number of seats remaining to be filled multiplied by two. In this run-off election, the candidates with the greatest number of votes shall be elected, whether or not a majority is achieved.

inform himself or herself concerning the credentials and qualifications of candidates from his or her college in order to interpret intelligently the applications of such candidates to other members of the University Rank and Tenure Committee.

B. Librarian Promotion/Tenure Process

1. Application for Review

A librarian who wishes to be considered for promotion and/or tenure will so inform the Director of Libraries by the appropriate period of the academic year in which the requested recommendation is sought. It is the responsibility of each candidate for promotion and/or tenure to ensure that his/her complete professional vita is filed with the Director, who shall forward this material to the appropriate Library Personnel Committee. Any librarian may remove himself/herself from consideration at any level.

2. Review Levels

Each librarian candidate for promotion and/or tenure, whether by the standard requirements or exceptions to the standard requirements, shall be reviewed by a Library Personnel Committee, the Director of Libraries, and the University Rank and Tenure Committee. All required materials filed by a candidate for promotion and/or tenure, all recommendations with written reasons from each level of review (both positive and negative) plus written responses (if any) of the candidate to evaluations made at the levels of the library and director shall be forwarded to all subsequent review levels. Recommendations which are made at any level shall not be binding at any other level. Recommendations for tenure and for each level of promotion shall be made as follows:

- a. Each reviewing authority develops an alphabetical list of individuals who are recommended for tenure, including those individuals who are simultaneously evaluated for both promotion and tenure. (Applicants for simultaneous review for promotion and tenure shall not be evaluated separately for tenure or for promotion.)
- b. The tenure decision shall be made not later than the sixth year of service with the University. No more than three years prior service at a university, college, or research library in the United States or Canada may be credited to the experience requirement. No previous experience must be counted in determining mandatory evaluation deadlines. A librarian may request (at his or her option) an early tenure determination. But no candidate may apply for tenure where the Library Personnel Committee has recommended or the University has initiated implementation of termination before September 15th of the fourth year at the University. In order of priority of recommendation, each reviewing authority develops one list of individuals who are recommended for each rank of promotion. Candidates who are simultaneously evaluated for both promotion and tenure shall appear on both tenure and promotion lists and shall be listed in order of priority of recommendation on the promotion list.
- c. Each reviewing authority develops an alphabetical list of individuals who are not recommended for tenure and an alphabetical list of individuals who are not recommended for promotion (by rank of requested promotion). Unrecommended candidates who are simultaneously evaluated for both promotion and tenure

shall appear on both promotion and tenure listings of unrecommended individuals.

It is understood that the Department/College/Library committees, Deans/Director and the University Rank and Tenure Committee shall submit written reasons for their respective decisions whether positive or negative.

- d. All decisions of Committees in this process shall be made by vote of their members and all votes shall be by a simple majority of the entire membership. Positive recommendations require a positive majority vote equal in number to at least a majority of the full committee membership.

3. Membership of the Library Personnel Committees

The library shall have one Library Personnel Committee consisting of all library division heads and four tenured Librarians elected by majority vote of the professional librarians. (If there are fewer than four Librarians eligible to serve on the committee the library shall elect one tenured Librarian and two tenured Librarians, Associate or higher) Each committee shall elect a chairperson from among its tenured Librarian's. Such chairperson shall be entitled to full participation in committee deliberations and may vote. When a personnel committee member is a candidate for personnel committee action he or she shall be replaced on the committee by a tenured Associate Librarian or Librarian elected by the professional librarians. In the week immediately before the Library Personnel Committee is scheduled to meet to elect its chairperson, the professional librarians, by petition of an absolute majority of its membership filed with the director of libraries, may provide for direct election by the professional librarians of the Chairperson of the Library Personnel Committee.

C. Chancellor Action

1. For Tenure

All recommendations concerning faculty and librarian tenure are forwarded by the University Rank and Tenure Committee to the Chancellor of the University, who in turn makes recommendations to the University's Board of Trustees. The Chancellor may elect not to recommend for tenure candidates recommended at earlier levels. However, if the Chancellor fails to recommend tenure for a candidate who has received positive recommendations from at least two of the previous levels, and one of the previous levels in the case of a unit member from the College of Education and the Library, the Chancellor shall advise the candidate in writing of the decision. The candidate is then entitled to a hearing with the Chancellor. The Chancellor may not recommend for tenure any candidate who has not received positive recommendations at two review levels, or one of the previous levels in the case of unit members from the College of Education and the Library. In the event a candidate receives two or more positive reviews and the Chancellor does not recommend tenure or one in the case of a unit member from the College of Education and the Library, the Chancellor shall provide specific written reasons to the candidate for that decision. It is understood that written reasons must include concerns in relation to the specific criteria for tenure provided for within the Agreement.

2. For Promotion

All recommendations concerning faculty and librarian promotions are forwarded by the University Rank and Tenure Committee to the Chancellor of the University, who in turn makes a final decision. The Chancellor may elect not to grant promotion to candidates recommended at earlier levels. However, if the Chancellor fails to promote a candidate who has received positive recommendations from at least two of the previous levels and one of the previous levels for unit members from the College of Education and the Library, the Chancellor shall advise the candidate in writing of the decision. The candidate is then entitled to a hearing with the Chancellor. The Chancellor may not promote any candidate who has not received positive recommendations at two review levels or one in the case of unit members from the College of Education or the Library. In the event a candidate receives two or more positive reviews or one in the case of a unit member from the College of Education or the Library, and the Chancellor does not grant promotion, the Chancellor shall provide specific written reasons to the candidate for that decision. It is understood that written reasons must include concerns in relation to the specific criteria for promotion provided for within the Agreement.

It is further understood that where promotion and tenure are concerned the Department/College/Library committees, Deans/Director and the University Rank and Tenure Committee shall submit written reasons for their respective decisions whether positive or negative.

D. Action by the Board of Trustees

The final level in the scheduled tenure process is the Board of Trustees who shall act only on the candidates that are recommended by the Chancellor.

E. Responsibilities of MSP and University Administration

1. MSP Observers

The MSP may in its discretion, send an observer to any committee acting in the tenure and promotion process. The observer may interpret in a professional manner the actions of the committee observed to candidates and may give his or her impressions of the reasons for a particular committee action. (Requests for observers shall be made to the MSP Chairperson or other MSP designated officers.)

2. Weekly Meetings of MSP and Provost for Academic Affairs

The MSP President or his/her designee and the Provost for Academic Affairs or his/her designee shall meet weekly on a priority basis during the promotion/tenure cycle in an effort to informally resolve unforeseen difficulties in a prompt manner.

F. University Personnel Register

There shall be a University Personnel Register, at the reference desk in each Library and at other designated locations. The University Administration shall place immediately therein all promotion lists, and other summarizing documents concerning University personnel actions and shall transmit a copy of each to both the Official Designee and the MSP Chairperson, Vice Chairperson, or other MSP designated officers.

G. Grievances Concerning Promotion and Tenure

Tenure and Promotion grievances, if any, shall be filed at the completion of the process. In the interim, an individual may seek the informal intervention of the MSP Chairperson (or other MSP designated officer) in the ongoing promotion and tenure process and such individual may file a written response as provided in this Article, Section A, 2.

H. Promotion and Tenure Schedule

The tenure and promotion process shall occur in accordance with the schedule presented in Article IX, Section C: Schedule for Evaluations, Table 3, of this Agreement. Such schedule may be modified by the Administration with prior approval of the Official Designee of the MSP or his/her designee.

ARTICLE IX

EVALUATION OF FACULTY AND LIBRARIANS

A. Varieties of Evaluation

Faculty and librarian unit members are subject to three types of evaluation: (1) an annual evaluation of non-tenured faculty and librarians, (2) merit evaluation of all unit members who are eligible for College Merit, and (3) a review in connection with a personnel action (renewal of contract, non-renewal of contract, promotion, and tenure).

All Chair/Library Division Head⁷ annual and merit evaluations, alternative supplemental evaluations by department/library personnel committees, positive personnel reviews by the department/library personnel committee for reappointment of non-tenured faculty and evaluations of Chairs/Division Heads by Deans/Director of Libraries shall result in written prose documents. Such documents shall be fully privileged to reflect the perceived strengths and weaknesses of the individual reviewed in accordance with the evaluator's professional academic judgment and shall take into consideration all three evaluation areas specified below and other relevant and/or required matters. The person evaluated must sign, acknowledging that he or she has seen the document (signature does not indicate agreement), and such person shall be entitled to write a written rebuttal which then must be attached to the evaluation(s) and which shall be reciprocally privileged.

It is understood that where personnel reviews for promotion and tenure are concerned the Department/College/Library committees, Deans/Director and the University Rank and Tenure Committee shall submit written reasons for their respective decisions whether positive or negative.

1. Annual Evaluation

This evaluation must be performed annually by department chairs for all non-tenured faculty. Non-tenured librarians shall be evaluated annually by their respective division heads.

Non-tenured unit members may request alternative supplemental evaluations from elected department/library personnel committees. Supplemental evaluations must be attached to the initial evaluation and shall become part of the documentation forwarded to various review levels as specified in this agreement.

2. Merit Evaluation

Department Chairs shall evaluate eligible unit members in connection with the several aspects of College Merit specified in the Salary Article.

The College Dean evaluates Department Chairs, and the Director of Libraries evaluates Library Division Heads. All unit members, including Department Chairs

⁷ In colleges without departmental structures, the evaluations normally performed by department chairs shall be performed by the chairperson of the college faculty. This position shall be filled by a tenured associate or full professor of the college who is elected at large by the college faculty. In the library, evaluations normally performed by department chairs shall be performed by the library division heads.

and Library Division Heads, may request alternative supplemental evaluations from elected Department/Library Personnel Committees.

3. Review in Connection with a Personnel Action

The "evaluations" required in connection with a positive or negative recommendation for promotion and/or tenure by various review levels, and in the case of non-tenured faculty recommendations for reappointment or nonreappointment by department personnel committees, refer to a process not a document though they shall be based on the required credentials and documents that must accompany all evaluation processes and shall therefore be known as a review. The phrase "review" as used in this Agreement refers to a process which leads to a positive or negative recommendation. In making such recommendations, Department/College/ Library committees, the Deans/Director and the University Rank and Tenure Committee shall submit written reasons for their respective decisions whether positive or negative except as follows; nonreappointment of non-tenured Unit members made at a time up to September 15th of their fourth full academic or professional year, as the case may be, shall be without the necessity of providing reasons in writing.

All reviews shall be based on the standard criteria set forth below, other required criteria where indicated in this Agreement, and upon any and all other academically or professionally pertinent criteria reasonably related to the reviewed individuals demonstrated and potential ability to contribute positively to instructional programs and/or to contribute collegially and constructively to service activities at the department, college, university, professional or community levels, and/or to contribute academically significant research and publication.

All tenure evaluations must consider the individual's continued relevant, constructive, professional and collegial contribution to departmental, college (library) and university programmatic needs as well as the individual's professional/academic accomplishments.

B. Function of Departmental (Library) Recommendations in Connection with Nonreappointment

The review process required in connection with nonreappointment recommendations in early years of service is designed to secure a positive or negative professional academic recommendation from the department/library level and confers no rights on the individual evaluated other than a guarantee that such professional departmental/library review and recommendation shall in fact be made and be a part of the final University recommendation and decision process. Minor procedural errors at the departmental /library level shall not affect the validity of such final recommendation and decision where the University has in fact received and introduced a professional departmental/library recommendation into its final decision-making process as required in Article XIV.

All decisions at all levels in this process (and all other personnel processes) shall be fully privileged to reflect, and shall be based upon, the perceived strengths and weaknesses of the individual reviewed in accordance with the evaluator's professional academic judgment.

Before the time when this Agreement requires that reasons be given for nonreappointment, whenever a Chair, the Department/Library Personnel Committee,

the Dean/Director or the Provost for Academic Affairs has initiated the process of nonrenewal, the affected individual may not apply for promotion, tenure, or merit.

The scope of grievance rights connected with non- reappointment is to be found in the Grievance Procedure and Termination Articles of this Agreement.

C. Schedule for Evaluations

1. Annual Evaluation of Nontenured Faculty and Librarians

Each non-tenured unit member shall be annually evaluated by his or her Department Chairperson/Head or library Division Head as the case may be. Such evaluation must be completed by the deadlines indicated in Table I - i.e., before the Department/Library Personnel Committee makes its mandatory annual review and positive or negative recommendations concerning the reappointment and nonreappointment of non-tenured unit members. In all instances involving faculty, these annual evaluations should be preceded by classroom visits and a prose evaluation of same in accordance with Section D. below. The Department/Library Personnel Committee shall meet, review the annual evaluations together with other documents and credentials (cf. Section F.) and make a recommendation. Its recommendations and the annual evaluations of the Chair/Division Head shall be sent by the Chair/Division Head to the Dean/Director of Libraries and to the Academic Vice Chancellor by the deadlines specified in Table I. The Academic Vice Chancellor and the Dean/Director shall confer and make a recommendation to the Chancellor in sufficient time to satisfy the official notification deadlines.

Deadlines for making evaluations and recommendations for nontenured unit members are prescribed to assure institutional compliance with formal notification deadlines concerning nonrenewal of contract. As distinguished from these official notification deadlines to which they lead, the evaluation deadlines in Table I confer no rights upon persons being evaluated.

2. Student Evaluations

a. Student Evaluations of Assistant Professors and other Tenure System Faculty not yet Tenured, Assistant Clinical Professors, and Lecturers not yet Promoted

Student evaluations will be conducted in every class for all assistant professors, other tenure system faculty not yet tenured, assistant clinical professors, and lecturers not yet promoted to senior lecturer. These evaluations shall be considered as part of the annual evaluations and reviews in connection with personnel actions.

b. Student Evaluations of Tenured Faculty, Associate Clinical Faculty and Senior Lecturers

The purpose of student evaluations is to inform faculty, department chairs, the dean of the college and the Provost about the impressions students have concerning their classroom experience. It is understood that student evaluations should be viewed as one means by which faculty and departments may promote and maintain quality instruction and shall not be used to support any negative personnel action. Student evaluation instruments shall be developed at the College level.

At the faculty member's option, the faculty member may submit student evaluations or a summary of their results for consideration by various promotion/tenure review committees. The faculty member and Chair shall become the sole custodians of these student evaluations at the end of each year. The faculty member shall become the sole custodian of these student evaluations at the end of every three academic years and shall have the exclusive authority and responsibility to maintain or destroy them.

The evaluation will be conducted in a single section of one course per semester. There shall be evaluation of two different courses per academic year except in the case where a faculty member teaches only a single course during the academic year. In such cases, the single course shall be the basis for review. At the faculty member's option, student evaluations may be conducted in additional sections or courses.

c. Course syllabus: Faculty members will provide a syllabus for each course whose suggested components include clear course objectives, required texts, reading and writing assignments with deadlines for completion, class attendance policy, evidence expected for meeting course objectives, rubrics for grading, plagiarism guidelines, and instructor's University e-mail and office hours.

d. Evaluation instrument: An elected committee of five (5) tenured faculty in each College will develop evaluation instruments that satisfy standards of reliability and validity. The parties agree that the crafting of evaluation forms could be aided by input from agreed upon experts/consultants in the field of educational testing/evaluation. Such expertise will be made available to the College Committees. Any fees for these services shall be borne by the University. Furthermore, it is understood that the role of any outside experts/consultants shall be advisory and the responsibility of the formulation of any student evaluation rests with the elected College Committee. Each College will develop the evaluation instrument to be used by departments in their College by December 2012. A department may add additional questions specific to the discipline.

3. Merit Evaluation of Eligible Unit Members

Each eligible unit member shall be evaluated in accordance with the following schedule in Table II and as stipulated in the Salary Article of this agreement.

Non-tenured unit members who are eligible for merit evaluation under the terms specified in this Agreement, also must be evaluated for merit according to the schedule indicated in Table II.

TABLE IA

**ANNUAL EVALUATION SCHEDULE AND OFFICIAL NOTIFICATION DEADLINES
FOR UNTENURED TENURE TRACK UNIT MEMBERS--BY YEAR OF UNIVERSITY SERVICE**

Year of University Service	Initial Appointment	Chairperson Evaluation Deadline	Deadline for Chair/ Head/Personnel Com. Recommendations to Deans/Director/VPAA	Official Notification Deadline	For Termination at end of
1 st	(2 yr. appt.)	4/1 of 1st yr.	4/15 of 1st yr.	9/15 of 2nd yr.	2 nd yr.
2 nd	(2 yr. appt.)	4/1 of 2 nd year	4/15 of 2 nd yr	9/15 of 3 rd yr	3 rd yr
3 rd		12/15 of 3 rd yr.	2/28 of 3 rd yr.	9/15 of 4 th yr.	4 th yr.
4 th		12/15 of 4 th yr.	2/28 of 4 th yr.	9/15 of 5 th yr.	5 th yr.
5 th		12/15 of 5 th yr.	2/28 of 5 th yr.	9/15 of 6 th yr.	6 th yr.
6 th		12/15 of 6 th yr.	2/28 of 6 th yr.	9/15 of 7 th yr.	7 th yr.

* Persons appointed in January shall begin their first year of service for purposes of evaluation and tenure in the following September.

TABLE IB

**ANNUAL EVALUATION SCHEDULE AND OFFICIAL NOTIFICATION DEADLINES
FOR NON TENURE TRACK UNIT MEMBERS--BY YEAR OF UNIVERSITY SERVICE**

Year of University Service	Initial Appointment	Chairperson Evaluation Deadline	Deadline for Chair/ Head/Personnel Com. Recommendations to Deans/Director/VPAA	Official Notification Deadline	For Termination at end of
1 st	(1 yr. min.)	5/1 of 1st yr.	5/15 of 1st yr.	5/30 of 1st yr.	1st yr.
2 nd	(1 yr. min.)	5/1 of 2 nd year	5/15 of 2 nd yr	5/30 of 2nd yr	2nd yr
3 rd	same	5/1 of 3 rd yr.	5/15 of 3 rd yr.	5/30 of 3 rd yr.	3 rd yr.
4 th	same	5/1 of 4 th yr.	5/15 of 4 th yr.	5/30 of 4 th yr.	4 th yr.
5 th **	same	5/1 of 5 th yr.	5/15 of 5 th yr.	5/30 of 5 th yr.	5 th yr.
6	same	5/1 of 6 th yr.	5/15 of 6 th yr.	5/30 of 6 th yr.	6 th yr.

* Persons appointed in January shall begin their first year of service for purposes of evaluation and tenure in the following September.

**After five years, the employment of Clinical Faculty may not be terminated except for just cause; after six years the employment of Lecturers and Senior Lecturers may not be terminated except for just cause. See Article II, A, 1.

TABLE II

UNIT MEMBER MERIT EVALUATION DEADLINES

Unit member Vitae/Document <u>Deadline</u>	Chairperson or Lib. Div. Head <u>Deadline</u>	Dean or Lib. Director <u>Deadline</u>	<u>Evaluation Period</u>
5/1/2013	5/13/2013	6/10/2013	5/1/2012 - 4/30/2013
5/1/2014	5/13/2014	6/10/2014	5/1/2013 - 4/30/2014

4. Review for Personnel Action

Review for Promotion and/or Tenure shall take place in accordance with the schedule outlined in Table III, beginning with the review by the Department Personnel Committee at the start of the semester.

Review by the Department Personnel Committee for recommendation of retention or nonretention of non-tenured faculty must occur by the deadlines set forth in Table IA or Table IB, as applicable.

TABLE III

PROMOTION AND/OR TENURE SCHEDULE

The President of the MSP and the Provost have agreed to the following timetable for Promotion/Tenure. The compliance deadlines for the various steps of this process are as follows:

Third Monday in September	Deadline for individuals to file for promotion and tenure and to submit all necessary supporting materials to department chairpersons
First Monday in October	Deadline for chairpersons to submit all individual promotion and tenure materials to department personnel committees
Fourth Monday in October	Deadline for department personnel committees and chairs to forward recommendations and personnel materials to the college personnel committees
First Monday in December	Deadline for college personnel committees to forward recommendations and personnel materials to college deans
Second Monday in January	Deadline for college deans to forward recommendations and personnel materials to the rank and tenure committee
Third Tuesday in February	Deadline for rank and tenure committee to forward recommendations and personnel materials to Chancellor

Third Monday in
March

Deadline for Chancellor to issue final list of
recommended candidates for tenure and promotion to the
Board of Trustees (after all appeals have taken place)

D. Visits by Chairs to Classrooms of Untenured Faculty

Each department chairperson shall be responsible for visiting the classes of each non-tenured department member at least once each semester and shall prepare a prose evaluation of each classroom visit within five days of the visitation. A copy of such evaluations shall be forwarded promptly to the non-tenured faculty member.

Upon the written request of a non-tenured faculty member, the Department Chairperson shall invite a tenured Associate or Full Professor of the department to accompany him on each classroom visit. If, however, there shall be no tenured Associate or Full Professor of the department, then such non-tenured faculty member may request, and the chairperson shall invite a tenured Associate or Full Professor from another related department to accompany the chairperson on each classroom visit. Such invited other tenured faculty member shall submit a written evaluation of each classroom visit to the non-tenured faculty member and the Department Chairperson.

[It is understood that in the case of Librarians, the Division Head may utilize routine observations of work performance as a consideration in making the annual evaluation.]

E. Standard Evaluation Areas

All evaluations and reviews must consider the standard evaluation areas specified below. It is understood that in the case of annual evaluations, and reviews and recommendations for reappointment, nonreappointment, promotion and tenure, other criteria, as indicated, also must be considered and addressed.

1. Faculty

a. Instructional Effectiveness:

Including but not limited to adherence to academic rules and regulations promulgated through established academic governance procedures by the Board of Trustees for the University; development, improvement and demonstration of subject matter competence, continued improvement in methods and procedures of classroom presentation; active participation in departmental evaluation of course offerings and curricula for the purpose of maintaining their quality, relevance, and viability; and conscientious discharging of responsibilities for student advisement throughout the academic year, special or uniquely valuable contributions to the development, implementation or teaching of needed courses in any college or level or division of the University, and the like. Notwithstanding achievements made in other areas of faculty evaluation, instructional effectiveness as herein defined shall be considered as indispensable for faculty advancement.

b. Research and Publication:

Including, but not limited to, research funded by governmental agencies and professional associations and/or publicly acknowledged by learned and professional societies; book publications by governmental agencies, professional associations, and/or acknowledged professional publishing houses; and publications in recognized professional and/or academic journals, and published conference proceedings.

c. Service contributions:

Including professional leadership and achievement, service to the University, and community service.

(1) Professional Leadership and Achievement

Including, but not limited to recognition by learned societies or professional associations for demonstrated achievement or leadership at a substantial level beyond the University community and in an academic or professional area; post-doctoral study in a accredited college or university or in recognized institutes of advanced study;

(2) Service to the University

Including, but not limited to, professional activities contributing to the good of the University, its colleges and departments which are not required of faculty members as matters of regular assignment, such as service on college or university-wide committees, service on professional boards or accreditation agencies as a representative of the University, and service on such task forces of the University as are, from time to time, established by the Chancellor and/or the Board of Trustees; and leadership in the development and strengthening of significant programs and courses (including those in Continuing Education) which enhance the University's ability to fulfill its mission. In considering service to the University, recommending authorities also shall give special attention to those individuals who have acquired new skills and knowledge for the purpose of transferring to new programs or departments when such transfer enhances the University's ability to serve its mission as a public institution of higher education.

(3) Community service:

Including, but not limited to, significant professional activities contributing to the good of the public sector which are associated with the faculty member's area of academic or professional expertise and which are rendered without remuneration.

d. Clinical Practice for Clinical Track Faculty

Including, but not limited to, demonstrated excellence in: clinical practice by continuing professional development and certification in an area of clinical practice; in teaching by directing students' educational experiences in the clinical settings where faculty members practice; and facilitating the integration of theory in both campus and clinical laboratory settings.

2. Librarians

a. Professional Effectiveness

Including but not limited to adherence to professional rules and regulations promulgated by the Board of Trustees for the Library (through established governance procedures where appropriate); development, improvement and demonstration of professional competence as librarians; active participation in professional evaluation of library services for the purpose of maintaining their quality, relevance, and viability; and conscientious discharging of professional library responsibilities. Notwithstanding achievements made in other areas of librarian evaluation, professional effectiveness as herein defined shall be considered as indispensable for librarian advancement. A key element in librarian professional effectiveness shall be a record of positive contributions to the academic functioning of the University and its faculty, on behalf of research and instructional programs.

b. Research and Publication

Including but not limited to research funded by government agencies and professional associations and/or publicly acknowledged by learned and professional societies; book publications by governmental agencies, professional associations, and acknowledged professional publishing houses; and publications in recognized professional and/or academic journals, and published conference proceedings.

c. Service Contributions

Professional leadership and achievement, service to the University, and community service.

(1) Professional leadership and achievement

Including but not limited to recognition by learned societies or professional associations for demonstrated achievement or leadership at a substantial level beyond the University community and in a professional area;

Post-doctoral study in an accredited college or university or in recognized institutes of advanced study and the like.

(2) Service to the University

Including professional activities contributing to the good of the University which are not required of librarians as matters of regular assignment, such as service on college or university-wide committees, service on professional boards or accreditation agencies as a representative of the University, and service on such task forces of the University as are, from time to time, established by the Chancellor, the Board of Trustees, etc.

(3) Community Service

Including significant professional activities contributing to the good of the public sector which are associated with the professional librarian's area of

academic or professional expertise and which are rendered without remuneration.

F. Evaluation Credentials

1. Credentials for Faculty Evaluation

a. Annual Evaluation of Non-tenured Faculty

Up-to-date comprehensive vita (prior evaluations and rebuttals, if any); the individual academic plan; reports of classroom visits; written self-evaluations, student evaluations, course syllabi, and any other relevant support material submitted by the member, including samples of student work, when appropriate.

b. Merit Evaluation

Professional Vita for the particular evaluation period (prior evaluations and rebuttals may be considered); individual academic plans, written self-evaluations, reports of classroom visits, student evaluations, or any other existing relevant support material may be submitted, including course syllabi, and samples of student work.

c. Review for Personnel Action

Comprehensive Vita; existing annual and merit evaluations, alternative supplemental evaluations, rebuttals and written self-evaluations; existing individual academic plans, reports of classroom visits, and student evaluations; other relevant support material submitted by the member.

2. Credentials for Librarian Evaluation

In evaluating the performance of professional librarians and in formulating personnel recommendations, the division head, established committees, and academic administrators of the University shall utilize the same or analogous documents as previously described for faculty members except as follows:

- a. a representative sample of the librarian's work shall be included;
- b. copies of reports/summaries of professional conferences, meetings or workshops the librarian has attended shall be included;
- c. "Professional Librarian Effectiveness" shall be substituted for "Instructional Effectiveness" on professional vitae;
- d. "observations of performance of library duties" shall be substituted for "Required Classroom Visits".

3. Nature of the Professional Vita

- a. For annual evaluation, review for reappointment, nonreappointment, promotion, or tenure recommendation: A comprehensive professional vita (Appendix A-9) which shall show the accomplishments in the areas of (1) instructional effectiveness, (2) research and publication and (3) service contributions, and

shall also include, among other items, certification of completed degree programs, progress reports of authorities supervising or directing advanced or post-doctoral study; samples of the candidate's publications, copies of recital or exhibition programs, reviews of publications, performances or exhibitions, and other materials constituting external evaluation of publication quality; and a corroborative documentation of research, professional leadership and achievement, and of service to the professions, the University, and the community. In preparing this comprehensive resume, the candidate shall clearly indicate the date(s) of all indicated activities or accomplishments.

- b. For merit evaluation, a professional merit vita on the appropriate form for the period of evaluation; (see Appendix A-8).

4. Individual Academic Plans

a. Non-tenured Unit Members

Every Fall, by November 1, each non-tenured unit member shall file an academic plan setting forth his or her professional goals and objectives for the current academic year. Faculty members shall file this plan with the department chairperson and a copy shall be sent to the college dean. Librarians shall file this plan with the division head and a copy shall be sent to the Director of Libraries.

The primary purpose of the academic plan is to provide a meaningful context for informal and unofficial discussions between the individual and the department chairperson/library division head, college dean or Director of Libraries concerning the following:

- (1) the development of constructive professional relationships with colleagues and students in the discharging of faculty/librarian responsibilities;
- (2) the coordination of personal goals for academic and professional development with the overall academic and professional needs of department, college/library, and University programs.

The individual academic plan shall be one component of the evaluation of non-tenured unit members and the recommendation process concerning merit, nonrenewal of contract, promotion, and tenure.

b. Tenured Unit Members

Tenured unit members are not required to file an academic plan but may elect to do so.

G. Written Evaluation of Unit Members by Chairs/Library Division Heads

Department Chairs/Division Heads shall prepare a prose evaluation of their unit members in accordance with the time tables and provisions of this Article. A copy of the complete tentative evaluation shall be provided to the unit member prior to being made final and prior to further submission.

Upon written request, a unit member shall be entitled to a conference with the Chair/Division Head to discuss his or her tentative evaluation and to examine materials

used by the Chair/Division Head. Following the conference, the Chair/Division Head shall write a final evaluation of the unit member and shall make a copy available to the individual prior to further submission.

A unit member shall have the right to file a written statement of rebuttal concerning the final evaluation. Such a statement shall be filed with the Chair/Division Head and shall be made an attachment to his or her evaluation.

The deadline for filing such rebuttal shall be one work week following the day on which the Chair/Division Head forwarded his final evaluation to the faculty member.

A unit member (whether or not he/she has requested a conference or filed a written statement of evaluation rebuttal) shall sign a statement that he/she has received his/her evaluation and has had an opportunity to file a statement of evaluation rebuttal. This statement shall be filed with the Chair/Division Head no later than one work week following the day on which the evaluator forwarded his evaluation to the unit member and shall be made a part of the official record of evaluation. [In the case of the evaluation of the Chair/Division Head by the Dean/Director, the statement, and rebuttal if any, will be filed with the Dean/Director.

H. Written Evaluation of Chairs/Library Division Heads by Deans/Director of Libraries

In accordance with the timetables and provisions of this Article, College Deans and the Director of Libraries shall prepare a written evaluation of each Department Chairperson/Division Head on the basis of the standard credentials, evaluation areas, and their knowledge of the educational leadership of the Chairperson and his/her fulfillment of the duties specified in this Agreement, or professional leadership of the Division Head and the duties associated with his/her position.

I. Alternative Supplemental Evaluations

If a member is not satisfied with an evaluation made by the Chair/Division Head (or by the Dean/Director in the case of the Chair/Division Head) the member may request an evaluation by the Department/Library Personnel Committee. The deadline for filing such a request shall be one work week following the day on which the Chair/Division Head forwarded his or her final evaluation to the unit member. If so requested, the Department/Library Personnel Committee will evaluate the unit member and provide the member with a written copy of such evaluation within fourteen (14) work days of the original request and within seven (7) work days shall forward a copy of such evaluation (together with any rebuttal received from the member) as appropriate.

J. Oversight of Evaluation Deadlines by Chairs/Division Heads, Deans and the Office of Academic Affairs are responsible for meeting their deadlines and seeing that their department/library personnel committees meet theirs, including the timely submission of recommendations required in the review processes for merit and/or personnel actions. College Deans/Director of Libraries must see that all departments/divisions properly evaluate their non-tenured members in a timely fashion. The Provost for Academic Affairs shall keep systematic records of the review status of all non-tenured faculty and librarians and maintain broad oversight of the process.

K. Evaluation Files

See Article XII: Access to Official Faculty Personnel Files.

L. Knowledge of Evaluations

No written evaluation of unit members shall take place without their knowledge.

M. Departmental/Library Inquiry

In extraordinary circumstances, the Chancellor of the University (and not a designee) may direct a department chairperson or the Director of Libraries to convene the department/library personnel committee to inquire in an informal but careful manner, into serious accusations or problems involving a department/librarian member.

In such inquiries, the committee may have conducted for it systematic student evaluations, even of a tenured faculty member, if such appears relevant to the issue, and it may arrange for visits to a faculty member's classes but it may not collect or solicit unsystematic grumblings, secret accusations, rumors, etc., and it may not solicit material from students in a context which conveys to these students that the faculty member or librarian is under inquiry or may have "done something wrong." Department/Library Inquires must be conducted with careful regard for the highest traditions of maintaining academic standards, respect for legitimate professional autonomy and academic freedom. The committee's report shall be sent to the individual, the Chair/Director of Libraries, as the case may be, and to the Chancellor. The individual under inquiry may, in his or her discretion, add a rebuttal statement which shall be attached to the report. After a three month period, if no further official action is deemed necessary in regard to the report or the matter inquired into, the report (and any attached rebuttal) shall be destroyed and no official records kept unless the individual under inquiry wishes such to be kept as part of his or her official personnel file. Whenever a Departmental/Library Inquiry is undertaken, notice of that fact shall be sent by the Chancellor to the MSP Official Designee and to the MSP Chairperson (or other MSP designated officer).

A Departmental/Library Inquiry as herein described shall serve as the informal process which must precede any formal dismissal process under the Article on Termination, Dismissal, and Resignation Policies.

[Student complaint policies and their outcomes, do not in and of themselves confer official status upon a student complaint, nor may such unofficial outcomes be recorded in Official Personnel Files. However, this does not preclude Chairs, Deans, and/or other academic administrative officers from responding to student complaints and attempting to resolve difficulties as they occur, nor does it preclude academic administrators concerned about what they perceive as an extremely serious student complaint or a disturbing pattern of student complaints from bringing it to the official attention of the Chancellor of the University, whose response may include invocation of the provisions of the previous paragraphs in appropriate situations.]

ARTICLE X

NONUNIT FACULTY: PERFORMANCE OF BARGAINING UNIT WORK

Tenured or tenure-track faculty holding (or on temporary approved - full or partial leave from) a full-time professional position within the faculty/librarian unit under terms and conditions controlled by this Agreement, at the rank of Instructor, Assistant Professor, Associate Professor, or Professor, and full-time non-tenure track faculty as described in Article II, shall constitute, exclusively, the Professional Teaching Staff of the University of Massachusetts Lowell.

Tenure system faculty shall perform on a full-time basis a mix of assigned and self-directed work as defined in the Workload Article of this Agreement. Depending on the mix in the particular case, and subject to the teaching load reduction provisions of this Agreement and the provisions of the relevant College Workload Implementation Committee guidelines, if any, such faculty are subject to being assigned the maximum teaching loads set forth in the Workload Article.

A. Temporary Full-Time Faculty: Visiting Faculty

The University may hire Visiting Faculty under any appropriate title on a temporary full-time basis. Such individuals may be paid from donated endowment, overhead funds, grants, or any other source including state funding. Where state positions are used for this purpose they shall normally be "backfills." The aggregate number of full time visiting faculty from all sources in any given year shall not exceed a number equal to 5% of the total bargaining unit positions. No individual visiting full-time faculty member may remain at the University of Massachusetts Lowell as such for a period in excess of two consecutive academic semesters. Visiting full-time faculty positions filled for two consecutive academic years will be converted to Professional Teaching non-tenure track positions or terminated. Visiting faculty are exempt from the obligation to join the union or make alternative payment and may not receive any contractual benefits. No tenured faculty member may be retrenched while a visiting faculty member is continued.

Bargaining unit full-time faculty may engage in temporary faculty exchanges with faculty at other institutions with University approval under established procedures, restrictions, arrangements and time limits. The individual from the other institution teaching at the University of Massachusetts Lowell in the place of the bargaining unit member is exempt from union membership and payment obligations but may not receive any contractual benefits.

In no other cases may faculty bargaining unit work and its accompanying academic responsibilities be performed on either a temporary or permanent full-time basis except by bargaining unit members who are tenured or tenure-track faculty holding, as the case may be, the ranks of Instructor, Assistant Professor, Associate Professor, or Professor, or who are full-time non-tenure track faculty, under terms and conditions controlled by this Agreement.

B. Part-time Faculty

1. Continuing Part Time Faculty

a. Lecturers

(1) General Provisions

The University may employ Lecturers on a part-time basis. The MSP and the University agree to review such employment periodically, especially in the event of significant alterations in resources and/or University enrollments. Lecturers are part-time (less than full-time) employees doing bargaining unit work which is part of the central instructional work performed by the regular faculty in departments with continuing responsibilities for large numbers of introductory courses or that have other limited but continuing instructional needs that can suitably be met by a part-time Lecturer. Such positions shall be equitably distributed to Colleges and Departments with such responsibilities and needs and in accordance with a supplemental plan to be formulated by the Office of Academic Affairs, and reviewed by the Official Designee of the MSP prior to promulgation, each year, which plan shall recognize a presumptive academic need in most Departments for at least one Lecturer position, the special burdens of the Departments of Mathematics and English, the obligations imposed by the Workload article of this Agreement, and other relevant considerations. Lecturers shall have more limited responsibilities and professional obligations than regular full-time faculty; therefore, they shall receive an appropriate but more limited level of compensation. The annualized rates reflected by the funds paid to Lecturers, who are occupying portions of 01 funded unit slots and performing work central to that of the bargaining unit, shall be included in the calculation of the total full-time unit employee equivalent salary amount as defined elsewhere in this contract.

(2) Specific Lecturer Regulations

Lecturers are part-time (less than full-time) faculty, normally placed in a part of an "01" position, but in no case may a lecturer teach more than two courses per semester. In special situations and with the explicit consent of the MSP upon the explicit recommendation of the Provost for Academic Affairs, a lecturer who is funded on the 01 account may occupy half or more than half of a position. Irrespective of funding source, a lecturer may not teach more than two courses per semester. The MSP/MTA reserves the right to challenge the part time status of any individual employed in violation of these provisions. Lecturers may be assigned advising and related duties. However, Lecturers have no research obligations, no service obligations except where specified, need not be terminally qualified in appropriate situations, may not participate in contractually controlled processes, and do not participate in governance matters (except to a limited degree such as where it is required by accreditation agencies). As less than full-time employees of the University, it is expected and understood that Lecturers shall pursue a significant part of their professional life (or their choice of equivalent activity) apart from the University and its auspices. The University acknowledges its moral

obligation to periodically review and maintain adequate pay rates for Lecturers.

(3) Consecutive Lecturer Contracts

If the University decides against issuing subsequent consecutive contracts to any Lecturer who has been issued consecutive contracts already extending over four or more consecutive academic years, the University hereby agrees that, absent any retrenchment situation or any other situation involving financial exigency, it shall make all reasonable efforts to give such Lecturer at least one semester's advance notice of such decision. The University also agrees that any Lecturer so notified may request a brief informal meeting to discuss his/her situation with a member of the Dean's office of the college where he/she has been teaching; provided that it is understood that no procedural or substantive rights shall attach to such meeting.

(a) Adjuncts

Adjuncts are individuals whose part-time teaching relationship with the University is not necessarily temporary, but who are excluded from certain requirements applied to Lecturers because they are fully and primarily employed elsewhere and are performing limited "adjunct" work at or for the university not exceeding the equivalent of one course per semester, such course normally involving a clinical or professional aspect complementing the curriculum and work of the regular faculty. Adjuncts normally receive some special rate or form of compensation, or no compensation, or an honorarium and/or expenses. Adjunct appointments shall be valid only in these agreed upon categories of work.

Adjuncts shall normally be hired on one semester or one year contracts with no entitlement to renew whatsoever and no enforceable retention rights. However, the University in its discretion may renew and retain Adjuncts. Adjuncts acquire no rights or entitlements whatsoever beyond those conferred annually or semester by semester in their individual contracts. Compensation or honoraria for adjuncts, if any, may come from a variety of sources. No more than eighty individuals may hold Adjunct status in any given semester.

2. Temporary (Visiting) Part-Time Faculty

a. Visiting Lecturers

The part-time position known as Visiting Lecturer shall normally involve teaching extra sections of courses normally taught by regular full-time faculty which arise as the result of enrollment fluctuations, special situations, occasional academic needs, or other similar temporary and/or fluctuating situations and shall involve persons about to complete or recently completing graduate academic studies or other individuals who are appropriately seeking temporary or occasional part-time employment to augment their University teaching experience. As temporary "consultants", Visiting Lecturers shall normally be paid from "03" funds, but fees, trust funds or other funding arrangements may be utilized. The University acknowledges its moral obligation to periodically review and maintain adequate pay rates for Visiting Lecturers.

b. Visiting Adjuncts

The position known as Visiting Adjunct shall involve persons teaching one or at the most two special courses in a given semester. Such courses normally involve a specialty; a unique area of knowledge, expertise or specialization; a clinical or professional function; or some other aspect complementing the curriculum and work of the regular faculty. Visiting Adjuncts normally receive some special or customized rate or form of compensation, or no compensation, or an honorarium and/or expenses. Visiting Adjuncts shall normally be hired on one semester or one year contracts with no entitlement to renew whatsoever and no enforceable retention rights.

3. Part-time Faculty / Librarian Exempt from Union Membership

Except as provided in Article II it is agreed that part-time faculty in all the above categories, though performing bargaining unit work, shall not be members of the bargaining unit. They therefore shall not be required to join the union or to pay union dues or to fulfill alternative payment obligations, nor shall they receive or claim any contractual benefits or entitlements (except that Lecturers, when occupying one half or more of a position, shall receive fringe benefits as appropriate under established state and university requirements and practices) except insofar as this Agreement specifically regulates the performance of bargaining unit work within a variety of designated applicable parameters.

There are no specific limits on the numbers of Visiting Lecturers or Visiting Adjuncts the University may hire within the provisions of this Agreement, and any University management rights in the area of part-time hiring not subject to collective bargaining as to impact upon the terms and conditions of employment of the unit and its work are reserved; however, it is agreed that in the interest of maintaining the academic integrity and standing of the University, the overall approximate established percentage of bargaining unit work performed by regular full-time unit faculty shall not be diminished.

Following the thrust of relevant decisions of the Massachusetts Department of Labor Relations, an exemption from unit membership shall apply to the categories of Visiting Lecturer and Visiting Adjuncts because of the transient nature of their relation to the University.

It shall apply to the category of Adjunct because of the special and/or peripheral relation of Adjuncts' work to that of the work of the regular faculty, and/or because of the limited nature of their relationship to the University with their principal full time employment relationship existing elsewhere.

It is also agreed between the University and the MSP to exclude the category of Lecturer from the unit as a convenience and accommodation, based upon the mutual assumption that such an arrangement is and will continue to be desired by all parties in interest. However, the MSP reserves the right to petition for inclusion of Lecturers in its unit if it decides, in its revised judgment, that such inclusion would be in the best interests of the faculty of the University as a whole.

The University reserves its right to object to unionization of Lecturers, but it agrees that if such unionization is ever approved, they should be included in the faculty/librarian unit because they are performing the central work of that bargaining unit in portions of 01 unit positions whose annualized funding rates are

properly included in calculations of unit full-time equivalents for the contractual total full-time unit employee equivalent salary amount. Similarly, if at any time a majority of individuals within the category of Lecturer petitions to unionize, the University and the MSP hereby agree that if the petition is granted, Lecturers should be attached to the faculty/librarian unit.

As nonunit members, part-time faculty/librarian (and full-time faculty on their behalf) may not file grievances. However, the MSP, in its discretion, may enforce the provisions of this Article through the grievance process.

4. Hiring Processes for Part-Time Faculty

a. Lecturer hiring

Lecturer positions need be advertised, affirmative action and related papers prepared, and departmental hiring priorities set no more than once a year. Individuals may be hired from the pool thus established at any time during the next year. Similar requirements shall apply to departments hiring large numbers of visiting lecturers and/or adjuncts.

b. Mini Pools

Departments hiring no more than two visiting lecturers and/or two visiting adjuncts in a given semester may hire from a mini pool without the need to engage in full affirmative action advertising each semester or year. A mini pool shall be established at least once every three years using full affirmative action procedures. Names may be subsequently added or subtracted from it during that period, provided that, the mini pool must at all times contain women and/or minorities. Upon establishment of the mini pool, during the three year period, one or two individuals may be hired from it in any given semester with no affirmative action filings required other than a simple list of the names and relevant characteristics of those currently in the mini pool, which shall be forwarded to the Office of Affirmative Action.

c. Consecutive Rehiring

Part-time faculty may be awarded one year appointments with the explicit provision that the second semester's employment is contingent upon subsequent need, funding, and written confirmation. Part-time faculty are normally hired for one semester or one academic year with no entitlement to be rehired. However, where in fact it is desired to hire again particular part-time faculty for similar duties for the next consecutive academic year, and such rehiring conforms with the provisions of this Article, their job need not be readvertised and another contract may be issued. A designated, accessible central administrator shall be charged with keeping hiring processes both efficient and fair.

5. Impact of Part Time Faculty on Unit Full Time Faculty Retrenchment

Except as may be provided in the conditions of Part-time unit members, per the requirements of Article II, Lecturers and Adjuncts shall normally be hired on one year contracts with no entitlement to renew whatsoever and no enforceable retention rights. However, the University in its discretion may renew and retain Lecturers, provided that, it is agreed that in case of retrenchment or imminent retrenchment in the faculty bargaining unit, lecturers and adjuncts are and remain part-time (less than full-time) faculty; and it is understood and agreed that in accordance with the Order of Retrenchment, and without exception regardless of other rights or entitlements claimed, no full time unit faculty, tenured or untenured, may be retrenched ahead of a non-unit faculty member, said order being "absolute in any retrenchment situation, anything to the contrary notwithstanding." (cf. Retrenchment Article)

C. Academic Freedom for Nonunit Faculty

It is understood that all Visiting Faculty and all part-time faculty shall be accorded the full and traditional measure of academic freedom which is accorded unit members.

D. Graduate and Undergraduate Student Assistants Permitted

See Workload Article, D. 3.

E. Teaching by Non-Faculty Individuals

With the consent of the relevant Department and College Dean (and absent any Faculty bargaining unit retrenchment situation), a qualified member of the Administrative and/or professional staff employed by the University shall be permitted to teach with the explicit approval of the Provost for Academic Affairs; such approval may not extend beyond two consecutive semesters without the consent of the MSP. (Up to four nonunit laboratory technicians in the College of Health Professions may perform certain instructional activities in accordance with established practice.)

ARTICLE XI

AFFIRMATIVE ACTION PROGRAMS

Consonant with the other provisions of this Agreement, the Board, and the MSP agree they shall cooperate with each other in the implementation of any affirmative action program as required by federal or state laws, regulations, guidelines and policies and/or as adopted by the Board and in effect during this Agreement.

Accordingly, the Board and the MSP agree that every effort will be made to assure equality of opportunity in all aspects of employment, including recruitment, selection and placement, wages, training and promotion, termination, and other terms and conditions of employment, without regard to race, color, national origin, religion, sex, age, marital status, handicapped, sexual orientation, gender identity, or veteran status.

ARTICLE XII

ACCESS TO OFFICIAL FACULTY AND LIBRARIAN PERSONNEL FILES

The Administration of the University shall maintain an Official Personnel File for each unit member, which shall be kept in such custody as is designated by the Provost for Academic Affairs or his designee. Such file shall include a continuous record of the unit member's status as an employee of the University and shall contain copies of Official Personnel Correspondence and Transactions with the unit member. Each Annual Evaluation made after the effective date of this Agreement and all evaluations of the Unit member's performance made prior to the effective date of this Agreement, all recommendations for personnel action, an updated transcript submitted pursuant to the provisions of Article VII of this Agreement and an updated copy of the Professional Data Form (vita) shall be maintained in the Official Personnel File. In addition, there shall be included such other material relevant to the Unit member's professional activities as the unit member and the Provost for Academic Affairs or his designee shall mutually agree upon. Except as is hereinafter provided, no other materials shall be included therein.

1. All such material placed in the Official Personnel File of a Unit member shall be dated when received.
2. The Unit member shall have the right to examine his/her Official Personnel File.
3. The Unit member shall have the right to place in his/her Official Personnel File a written statement made in response to materials contained in his/her Official Personnel File, to which it is responsive.
4. Copies of Official Personnel Correspondence shall be sent to the Unit member at the time they are filed.
5. Upon written request of the individual faculty member, the University administration shall reproduce one (1) copy of such materials, provided, however, that this is limited to one time per year, except for exceptional circumstances.
6. The Official Personnel File shall be available for inspection by the Department Chairperson, the college dean, the Provost for Academic Affairs or his/her designee, the Chancellor of the University or his/her designee and, when so authorized in writing by the Unit member, by a representative of the Society.

An inspection sheet shall be maintained for each unit member's Official Personnel File. Whenever any of the foregoing individuals or the Board inspects the Official Personnel File of a Unit member, the name of such individual or Board and the date and time of inspection shall be annotated on the inspection sheet.

No files shall be maintained of annual evaluations or other documents relating to evaluation of Unit members other than said official file containing the required annual evaluations and the required associated assessments for personnel action(s) as conducted under terms of this Agreement, former contracts, or future contracts. By mutual consent, material contained in official personnel files may be destroyed after seven years. It is clearly understood that Unit members, under provisions contained in this Agreement, have the right to know and to see all material contained in such files.

The administration of this article may be modified by joint memorandum of agreement.

ARTICLE XIII

RETRENCHMENT

The term "Retrenchment" as used in this Agreement means the laying off of any Unit member by means of financial exigency and/or substantial declining enrollment or declining enrollment in a context of financial exigency, and does not mean termination.

A. Pre-Retrenchment: General Provisions

1. The parties recognize that intelligent planning to avoid retrenchment is essential as a matter of efficient management; the furtherance of reasonable expectations of employment security for unit members; and the need to retain the integrity and continuity of the University's Program of Affirmative Action and continue the implementation of this program as required by federal and state law, regulations, guidelines, and policies.
2. If and when retrenchment seems imminent, the University shall make plans to permit attrition to effect the required reduction of Unit members and shall strengthen its efforts to encourage early retirement as set forth below.
3. Before implementing Retrenchment, and where funds permit, the University shall initiate a program of early retirement incentive for unit members. Such program may include additional work assignments, gradual retirement, cash and/or annuity incentive, post retirement consultative work, and/or the like.
4. Before implementing retrenchment under this Article, and where it becomes clearly necessary to stabilize enrollments and prevent retrenchment, the University shall incorporate courses then currently being given under the auspices of the Division of Continuing Education into the regular work assignments of Unit member. In such special circumstances, the MSP will agree to the required reasonable extensions of the normal hours of faculty work for Unit member. The University may enter into no arrangements that prevent implementation of or conflict with this provision, and this provision supersedes anything to the contrary.
5. The Chancellor or his designee shall meet in advance to discuss with the MSP any proposed changes, including reduction, curtailment, modification or discontinuance of programs which will lead to a reduction in Unit size.
6. Where a demonstrable bona fide financial exigency seems to require the retrenchment of an employed Unit member, the Chancellor or his designee first shall meet to discuss with the MSP the University's plan for a systematic retrenchment of Unit members.
7. The Chancellor or his designee shall demonstrate financial exigency and shall provide the MSP 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 a form not in current use.
8. If despite the above, a plan or policy of retrenchment is necessary, full management and final judgment rights of the Board of Trustees are preserved, provided that, no retrenchment at the University may occur except in accordance with the provisions,

criteria, order and procedures that follow below. It is further agreed that unit size may not be reduced in an arbitrary, capricious or unreasonable manner.

B. Reassignment

1. General Reassignment: All Unit Members

Whenever it shall have been determined to be necessary to retrench any Unit member, such member shall, if possible, first be offered reassignment to a position with another department of the University whenever said member is qualified for such reassignment in terms of academic training and/or professional experience.

2. Effort to Avoid Future Retrenchment by Reassignment: The Faculty

Whenever current enrollment trends reasonably suggest the strong possibility of future retrenchment due to substantial enrollment declines in the near future, the University shall make every effort to prevent the need for such retrenchment in a given academic department by transferring faculty members first to another department in the same college, if possible, or to a department in another College provided, however, that said faculty member can be assigned courses which they are qualified to teach in terms of academic training and/or professional experience, and provided that no tenured faculty member in the other department shall be displaced or terminated. Reassignments made under this provision shall follow the same priorities established in this Article in section B-4, C, D, and E. Tenured faculty being relocated shall be given preference over non-tenured faculty.

3. Imminent Retrenchment Reassignment Not Under Financial Exigency: The Faculty

Should retrenchment become imminent because of substantial enrollment declines that are not occurring in the context of financial exigency, the University not only will follow the above steps leading to possible relocation of member(s) but also, within the resources available, will provide reasonable expenses to cover the cost of retraining and will provide reasonable reassignment time to enable the individual to fill the needs he was previously incapable of providing. Retrained faculty members shall be retained in their new departments or positions only upon the demonstration of competent performance. In situations not involving financial exigency, first priority for relocation and retraining within the tenured faculty must go to persons, if any, who were transferred to a program under the preventative provisions of the previous paragraph (Effort to Avoid Future Retrenchment by Reassignment).

4. Retrenchment Reassignment Under Financial Exigency: All Unit Members

When financial exigency is involved, the Chancellor may in his discretion and upon request of the retrenched Unit member, authorize retention of such member where, with limited retraining, he would be able to perform in a vacant position.

C. Order of Retrenchment

If all reasonable efforts to find alternatives to retrenchment are exhausted and retrenchment is required as a last resort, the order of faculty retrenchment shall be as indicated below. It is understood that this order shall be absolute in any retrenchment situation, anything to the contrary notwithstanding.

1. The order of faculty retrenchment shall be as follows:

- a. Part-time faculty.
- b. Non-tenured track full-time faculty.
- c. Non-tenured track full-time faculty.
- d. Tenured full-time faculty

2. The order of librarian retrenchment shall be as follows:

- a. Part-time librarians.
- b. Non-tenured full-time librarians.
- c. Tenured full-time librarians.

D. Exclusive Criteria for Retrenchment Priorities

Within the above order of retrenchment the Board of Trustees, on the recommendation of the Chancellor, acting on the advice of the Administrative Council (comprised of the Chancellor, who shall be the Chairman of the Council, the Provost for Academic Affairs, the Official Designee of the Chancellor of the University for purposes of implementation of this Agreement, and the academic Deans) shall determine the priority of criteria upon which Unit members are to be retrenched. Such priority shall be based on a consideration of the following criteria in proper perspective:

- 1. Length of Service computed in terms of years of service at the University from date of initial full time appointment in positions within (or which ultimately constituted) the faculty-librarian bargaining unit at the University of Massachusetts Lowell or its predecessor institutions. Subsequent authorized leaves of absence shall be counted where they advanced a relevant academic purpose.
- 2. Other considerations are:
 - a. Teaching excellence (or in the case of librarians, professional excellence) and contribution to the instructional program.
 - b. Research productivity and recognized professional achievement
 - c. Service to the University and its community.

It is understood that these considerations are normally (though not invariably) manifested by achievement of senior ranks.

E. Seniority

Most senior faculty or librarian members, as the case may be, shall be retained consistent with the provisions of Section D of this Article; provided, however, that a faculty member so retained is qualified in terms of training and/or experience to teach the remaining courses offered by the department.

F. Grievance Rights

Wherever there is application of the foregoing of paragraphs C, D, and E, above, any unit member who is aggrieved by a notice of retrenchment which is not in accordance with the inverse order of seniority shall, upon request, be notified of the reasons for such order as it relates to his or her not being retained. The unit member may challenge said reasons by filing a grievance under the procedures established under Article VI of this Agreement, except that the evidence required to sustain said order of retrenchment shall be subject to the expression of academic judgment as set forth in that Article.

G. 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 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 month period if the entire notice period is dispensed with, or a proportionate amount if some lesser amount of the notice period is dispensed with.

H. Recall List

If a tenured appointment is terminated on account of a demonstrable financial emergency, the released Unit member's position will not be filled by a replacement within a period of four years from the date of retrenchment; provided, however, on or before June 10th of each calendar year subsequent to the date of retrenchment, the released unit member shall give written notice by certified mail, return receipt requested, to the Provost for Academic Affairs of his/her intention to be available on the recall list. Subject to the written notice as herein before provided, such unit member shall remain on the recall list until (1) he or she has been offered reappointment to his or her former position, with equivalent tenure and the salary he or she would have received, except for Dean's and Chair's merit adjustments, had he or she not been retrenched, and no loss of benefits, or (2) said unit member no longer is covered by the provisions of this Article.

I. Other Rights

Nothing contained in this Article or in this Agreement shall supersede or abrogate the rights of Unit members as state employees, either as veterans or in any other respect that may be established under the General Laws of the Commonwealth of Massachusetts.

ARTICLE XIV

TERMINATION, DISMISSAL, AND RESIGNATION POLICIES

A. Termination

Termination is defined as the nonrenewal of contract of a non-tenured member of the faculty and professional library staff. Due notice of intention to terminate must be provided to faculty and professional library staff by the Chancellor as follows:

Termination subsequent to the end of the second year of service: notice provided by September 15 of the year of termination.

Nonreappointment of non-tenured Unit members made at a time up to September 15 of their fourth full academic or professional year, as the case may be, shall be without the necessity of providing reasons in writing; nor shall the academic or professional judgment involved therein be subjected to Article VI (Grievance). Subsequent to September 15 of the fourth full year and in any mandatory "up or out" tenure termination, notice of nonreappointment to non-tenured Unit members shall be subject to the exercising of academic judgment and the aforesaid Grievance Article and written reasons accordingly shall be provided. After the first year, the University shall secure the advisory opinion of the Department Personnel Committee or Library Personnel Committee, as the case may require, before termination.

B. Suspension

Suspension is defined as the temporary removal of a tenured or non-tenured faculty member or librarian for just cause prior to the expiration of his or her appointment and shall not be invoked except through due process. Suspension shall not be imposed except for just cause.

C. Dismissal

Dismissal is defined as the discharging of a tenured or non-tenured faculty member or librarian for just cause prior to the expiration of his or her appointment and shall not be invoked except through due process.

1. Removal for Just Cause

Dismissal for just cause shall be for reasons stated in writing. The following occurrences shall constitute just cause, but shall not limit the foregoing.

- a. Fraud or misrepresentation of professional preparation, accomplishments, or experience;
- b. Conviction of a felony "malum in se" during the period of University employment or the willful concealment of such conviction of felony in making application for employment; and

- c. Dereliction or incompetence in the performance of duties, which dereliction or incompetence must be directly and reasonably or substantially related to the fitness of the faculty member or librarian in his or her capacity.

2. Due Process for Dismissal Hearings

Removal of a tenured or non-tenured faculty member or librarian shall be subject to the following procedures.

- a. Charges relating to dismissal must be filed with the Chancellor and may be filed only by Chairpersons or Deans to whom the individual is responsible, except that charges also may be made by the Chancellor. Such charges shall be filed only after a Departmental inquiry by the Department Personnel Committee. (See Evaluation Article.)
 - b. Prior to the filing of charges (but subsequent to the completion of a departmental inquiry), the faculty or library member, as the case may be, must be apprised by the complainant of the charges to be filed and shall be afforded an opportunity to rebut such charges in writing and to forward such rebuttal to a Committee of Inquiry.
 - c. A Committee of Inquiry (hereafter defined) may be convened by the Chancellor to review the written complaint and rebuttal, if any, and to question both parties and such other knowledgeable individuals as it may deem desirable or necessary. Upon conclusion of its inquiry, the Committee shall advise the Chancellor in writing that it has or has not found grounds to support the Chancellor's charges. The finding of the Committee is not binding upon the Chancellor, who may dismiss all charges or who may file a formal complaint against the individual with the Board of Trustees.
- (1) The Committee of Inquiry shall consist of seven (7) voting members. Two members shall be faculty or librarians appointed by the Chancellor, one an academic administrator appointed by the Chancellor, and three shall be faculty or librarians appointed by the Official Designee of the MSP. The Committee shall select another faculty member, librarian, or academic administrator who shall be its presiding officer. The Committee may request an appropriate person who shall advise and counsel it on procedural matters and legal standards. With the consent of the Chancellor of the University, the individual advising the Committee shall be provided by the Massachusetts Teachers Association, but such person shall be distinct from any MTA personnel who may be advising the individual who is the object of the hearing. (And where the individual, the MSP or the University believes it would be appropriate, the University Affirmative Action Officer shall be an ex officio, nonvoting member of the Committee.)
 - (2) After convocation of the Committee by the Chancellor, the presiding officer shall secure a copy of the written charges from the Chancellor and a copy of any written rebuttal from the defendant shall interview both parties and shall on the basis of such interviews request other knowledgeable parties to provide evidence. The Chancellor may designate an appropriate representative to assist in developing the University's case, but the Committee alone shall determine the order of proof, conduct the questioning of witnesses, and secure the presentation of evidence important to the case.

The unit member shall have the option of assistance of counsel and/or academic advisor. The Committee may require the production of documents and the attendance of persons who have already involved themselves in the situation. All witnesses who testify orally may be cross-examined. The unit member has the right to confront all witnesses. Outside statements by named individuals can be taken and used only when made necessary by unusual and urgent circumstances and only when coupled with reasonable protections designed to maximize fairness. The proceedings shall be tape-recorded: this tape coupled with a compilation of documentary evidence shall be the official record of the Inquiry. (In addition, either party may request and underwrite the cost of a stenographic record.) A copy of the official record shall be made available to the parties or to further hearing bodies, if any, at no or minimal cost. Proceedings shall be formal but the following of formal court rules shall not be required. The burden of proof by clear preponderance of the evidence is on the Chancellor. The Committee shall make explicit findings as to each ground of removal. Publicity shall be avoided until final disposition. All parties and the MSP shall be notified of the decision in writing.

- (3) Individuals not already involved may be asked to come before the Committee of Inquiry but they may not be required to testify before the Committee of Inquiry and may not be required to provide evidence which may be self-incriminatory.
- d. Following the decision of the Chancellor to file a complaint against an individual with the Board of Trustees and prior to filing such a complaint, he shall so notify the individual and forward to the Board the report of the faculty Committee of Inquiry.
- e. Upon receipt of complaint filed by the Chancellor, the Board of Trustees shall convene a Committee of its members to investigate all charges. On written request of the individual, such Board Committee will grant the individual charged a full hearing and will provide such individual charged with at least thirty (30) days notice of such hearing. The individual charged may be represented by counsel and a transcript of the proceedings of all hearings will be made available to the individual upon written request. The hearing shall be held in conformance with the State Administrative Procedure Act (Chapter 30A) and full due process rights shall be accorded. If the Board Committee disagrees with the Committee of Inquiry, it shall return the matter to the Committee of Inquiry with its stated objections. The Committee of Inquiry shall take these into account, and consider new evidence if it deems it necessary, and then issue another report.
- f. The recommendations of both committees shall be forwarded to the Full Board for final disposition. The individual and counsel may be present for such final deliberations of the Board, and a transcript of the proceeding of such deliberations will be made available to the individual upon written request.
- g. If the Board of Trustees votes to terminate employment for just cause, within thirty (30) academic work days of such notification, the individual shall have the right to initiate an arbitration of said decision under Section E, Article VI of this Agreement.

3. Suspension from Professional Duties

Following the filing of charges against a member of the faculty or library staff, as the case may be, the Chancellor may suspend such individual from his or her professional duties with pay and without prejudice pending completion of the due process procedures, or he may reassign such individual to other professional duties pending completion of due process.

C. Resignations

A faculty member or librarian who wishes to resign a University appointment shall give notice thirty (30) days after receiving notice of appointment for the succeeding academic year or by May 15th, whichever is later. The faculty member or librarian may request a waiver of this requirement of notice in the case of hardship. In such cases, the University reserves the right to require written substantiation of an alleged hardship and reserves to itself all contractual rights when in the view of the Board of Trustees such hardship is insufficient or unsubstantiated.

ARTICLE XV

ACADEMIC FREEDOM AND RESPONSIBILITY

A. Academic Freedom

The Board and the MSP endorse the principles and standards of academic freedom and academic responsibility as generally and traditionally accepted in institutions of higher education, such as the 1940 AAUP Statement on Academic Freedom which includes the following statement:

"Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher or the institution as a whole. The common good, depends upon the free search for truth and its free exposition. Academic freedom is essential to these purposes and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. Academic freedom carries with it duties correlative with rights.

The teacher is entitled to full freedom in research and in the publication of the results of his research, subject to the adequate performance of his other academic duties; but research for pecuniary return should be based upon understanding with authorities of the Institution.

The teacher is entitled to freedom in the classroom in discussing his subject, but he should be careful not to introduce into his teaching controversial matter which has no relation to his subject. The teacher is a citizen, a member of a learned profession and a member of the faculty of an educational institution. When he speaks or writes as a citizen, he shall be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a learned person and a member of the faculty he should remember that the public may judge his profession and his Institution by his utterances. Hence, he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others and make every effort to indicate that he is not an institutional spokesman, except in circumstances where he is expressly so designated by the Trustees or by the Chancellor."

B. Faculty and Librarian Rights

Unit members shall not be disciplined, discharged or deprived of any benefit for exercising their rights to academic freedom, or for exercising their rights protected under the First and Fourteenth Amendments of the United States Constitution or the parallel provisions of the Massachusetts Constitution, or for exercising their rights to full and broad discussion of all subjects covered by or pertaining to this Agreement.

ARTICLE XVI

WORKLOAD

PART I. The Workload of the Faculty

The maximum teaching load for tenured and tenure-track faculty is 18 credit hours or equivalent contact hours as defined by the college workload committee per academic year. This maximum load is reduced to 15 credit hours or equivalent contact hours as defined by the college workload committee for research-active faculty or faculty who submit a research plan for 2010-2012 to their chair, and 12 credit hours or equivalent contact hours as defined by the college workload committee for research-productive faculty, with these terms defined as per college-specific workload agreements negotiated with the Provost as defined in Article XVI, I. The teaching load can be similarly reduced by 3 or 6 credit hours per academic year for major service efforts, in accordance with college-specific workload agreements negotiated with the Provost as defined in Article XVI. The maximum teaching load for non-tenure track faculty is 18 credit hours or equivalent contact hours as defined by the college workload committee.

All provisions of this Article not consistent with the above terms shall be considered null and void.

A. Faculty Service Requirements: General Provisions

1. Academic Year

The Academic Year shall comprise the weeks between the period bounded by September 1 and May 31 when classes and final examinations are scheduled. Its specific delineation shall be made on an academic calendar prepared in a manner and reflecting a general overall configuration that accords with established practice. The normal week shall be Monday through Friday during which time faculty shall fulfill their responsibilities to the University consistent with the provisions of this Agreement. Faculty may teach or give final exams as part of their regular workload outside normal established working days and hours only with the explicit agreement of the MSP. The MSP recognizes the need to preserve the academic flexibility and viability of programs. Accordingly, such agreement shall not be withheld unreasonably and when such administrative request is made in writing with reasons provided, written reasons for such denial shall be provided by the MSP to the University Administration.

2. Full-Time Obligation of Faculty Members

Appointment on a full-time basis obligates the faculty member to render full-time services to the University throughout the official academic year. Accordingly, faculty members shall not hold other full-time employment during the official academic year.

3. Management Prerogatives

a. Nonacademic Year Activities

It is understood that nothing in the above shall prevent the University from scheduling meetings, commencement ceremonies, registrations, or other academic events at other reasonable times - including the one-week period prior

to each semester. It is further agreed that faculty may have a moral obligation reflected in traditional concepts of academic professionalism to attend or participate in most of such events or activities, and the MSP agrees to cooperate in encouraging such participation.

b. Permissible Extra Compensation

Except where specifically prohibited or regulated elsewhere in this Agreement, it shall be permissible for the University to contract with individual faculty and professional librarians to perform specific work activity outside of the scope of this Agreement as to type of work or amount of work permitted, or outside the instructional period which is provided for by the academic calendar, or beyond established practice as to normal day and hour parameters, and to pay supplementary compensation and/or mileage for any such activity. Amounts of contracts with one individual shall not exceed 20% of base salary in a twelve month period without the explicit consent of the Chancellor of the University. All work exceeding \$3000 shall be preceded by internal notice to relevant faculty or professional librarian permitting open applications (with notice once every three years for ongoing work needs), but no grievance rights of any kind shall apply to this requirement.

c. Securing Commitment to Graduate Programs

Where student demand for some University graduate programs requires the scheduling of such courses beyond normal time parameters, individual faculty may commit to the teaching of such courses and the University may enforce such commitment as a last and necessary resort on a reasonable and equitable basis, where such commitment has been or currently is a part of the understanding surrounding the hiring of an individual faculty member; and, as a last and necessary resort on a reasonable and equitable basis, for a three year period where it is required and made as part of a particular successful application for University Scholar/Professor Status, or where it is made part of permissible College scheduling devices which may be negotiated under the provisions of this Agreement.

To avoid misunderstandings, the parties recommend that any such commitment be reflected in writing in applications, individual hiring contracts, individual academic plans, College or Departmental guidelines, letters of understanding, etc. as may be appropriate.

The overall teaching schedules of such individuals shall be formulated to minimize unusual burdens to the maximum practicable extent.

d. Voluntary Teaching Outside of Regular Day, Hour, and Semester Limits

It is jointly agreed for the life of this Agreement that College Deans and individual bargaining unit faculty may enter into mutually agreeable, voluntary arrangements to teach outside of regular, established hour and day limits as part of basic university teaching obligation and workloads, provided that such arrangements do not conflict with this Agreement or valid College Workload Implementation Guidelines. These arrangements may include substituting proportional teaching during the summer terms for either Fall or Spring semesters with the approval of the Chancellor of the University and notice to the MSP.

B. Faculty Rights and Privileges

1. Assigned and Self-Directed Work

During the academic year, a faculty member's responsibilities shall consist of both institutionally assigned activities AND self-directed professional work. The former shall be conducted at times and places as may be required by the University (cf. A.1. above) and includes classroom teaching, office hours, advising and other matters that may be required by the University under established practice in some colleges. The latter includes matters such as class preparation, keeping current with one's academic discipline, scholarly research and related activity, community service connected with one's professional area, and consulting.

2. Self-Directed Work Off-Campus

Subject to overriding institutional needs, every faculty member shall be provided an opportunity for off-campus self-directed professional activity at least one day each week. (Where this self-directed professional activity is conducted for remuneration, it is subject to the provisions of 3. below.) The invocation of overriding institutional needs may not be unreasonable, and written reasons for such invocation must be provided to the faculty member affected and to the MSP in each instance. The University shall, to the extent compatible with its other obligations and objectives, permit scheduling of faculty assignments so as to maximize meaningful opportunities for self-directed activity.

3. Consulting and Funded Research

University facilities may be utilized by faculty to engage in consulting and funded research and publication activities when these activities are conducted for professional purposes which accrue to the benefit of the University. Faculty members may not utilize university facilities for the purpose of conducting other than university related business. Subject to the approval of his or her College Dean, a faculty member may spend an average of one day per week during periods when classes are in session in on- or off-campus professional activity involving professional consulting, funded research or the like. Such approval shall not be unreasonably withheld. (It is understood that this entitlement and the entitlement mentioned in B., 2, above are not cumulative).

4. Continuing Education

a. Academic Courses

Resident unit members are entitled to teach one course per semester during the academic year in Continuing Education programs without restriction as to notice to or requirement of special approval by the Department Chair, as such faculty members may successfully obtain such teaching. In a given academic year, resident unit members also may be permitted to teach a third course in Continuing Education at the University of Massachusetts Lowell, subject to the approval of their Department Chairperson with notice to the College Dean, and may be permitted to teach a fourth course, subject to the approval of the Dean of the College and the Provost for Academic Affairs, but no more than two courses shall be taught per semester.

Teaching of Continuing Education courses at the University of Massachusetts Lowell is subject to the needs of University Continuing Education programs, the best interests of the University, and the qualifications of the individual unit member; but within these considerations, resident unit members shall receive staffing preference over nonresident instructional personnel in making teaching assignments for available University Continuing Education courses for which they are qualified.

The University recognizes the obligation to periodically review and adjust the pay rates for full-time unit members who teach in Continuing Education. The stipend for a three-credit Undergraduate course is \$6,000 and for a three-credit Graduate Course is \$7,000. The rates will be increased by \$500 on 6/30/13 and 6/30/14.

b. Continuing Education Advisory Committee

The Office of Academic Affairs, together with the MSP President, shall name a Continuing Education Advisory Committee with which the Dean of Continuing Education shall consult as to the development of and prior to the discontinuance of established courses and programs of instruction, and as to the development of workshops, institutes and other such programs in conjunction with resident faculty. The provisions of this paragraph shall in no manner restrict management rights.

c. Workshops and Similar Programs

The participation in and remuneration from such continuing education programs shall be individually negotiated, shall be extra-contractual and permissible within established day and time parameters of continuing education programs, and such activity shall be subject only to reasonable restriction designed to prevent interference with fulfillment of basic professional responsibilities, or compliance with accreditation rules, or the like. The University agrees that its priority shall be the development in conjunction with resident unit members of projects that are mutually rewarding for the University, the unit members and the community.

C. Faculty Responsibilities

1. Academic Commitments

It is recognized by the parties that faculty members have an obligation to meet classroom commitments on time and in assigned locations⁸, to assume committee assignments, to attend required meetings of an academic nature at the departmental, college, and university levels, to engage in scholarship, and to know and to follow such rules and regulations as are, from time to time, promulgated to the faculty by the Board of Trustees in accordance with academic governance procedures that do not involve consequential changes in the terms and conditions of faculty employment. Faculty including Department Chairs, may be required to perform work related to their primary academic function but may not be required to perform professionally inappropriate out-of-unit work as reasonably understood

⁸ It is understood that at certain times classes and laboratories may be held at locations other than those assigned in order to make use of various desirable facilities in a manner consistent with established practice.

2. Student Advising and Office Hours:

It is acknowledged that faculty members have a duty to advise students concerning their academic programs and to be available to students enrolled in their courses at times other than scheduled class meetings. Faculty members shall maintain three office hours per week on at least two different days during periods in which classes are scheduled and maintain a minimum of five office hours per week on three days during an aggregate period of three weeks which the Office of Academic Affairs may designate during the academic semester for the purpose of strengthening pre-registration advising, provided that such three week period may not coincide with the first two weeks of classes, or the last week of classes or the period of peak mid-term exam activity.

The scheduling of office hours is to be made in consultation with the Department Chairperson, who shall ensure that University policies concerning student advisement are satisfied by proposed schedules. Approved schedules of office hours for each department member shall be published for the information of students, faculty, and Administration. Additionally, the schedule of office hours for each faculty member shall be posted in such manner as may be easily observed by students.

It is understood that after consultation with affected Chairpersons, the College Dean in a timely way may assign a Department a supplementary obligation for advising non majors when such assignments are reasonable, academically sound, and advance equity among unit members. When a Chair does not implement such advising assignments within a reasonable period of time, the College Dean may make such assignments in a reasonable manner.

The Office of Academic Affairs shall oversee and coordinate the administration of all registration activity impacting upon the unit and shall ensure full compliance with contractual requirements. The Registrar shall send the schedule book for the coming semester through the campus mail in timely fashion to each faculty member (sending at least two copies to each Department Chair) to facilitate faculty advising.

3. Registration, Admissions, Transfers, Orientation Work Outside of the Academic Year

After consultation with Department Chairs, College Deans, or their designees, registration officers (Assistant Deans, the Registrar, or others so designated) may contract with willing college faculty to provide back up for registration and similar activities outside the official academic year.

For up to three days during the month of June, and up to two days during the week immediately prior to the start of each semester (fall and spring), for five hours between 9 a.m. and 5 p.m., Department Chairs can be required to so contract, or in their discretion, to require a member or members of their department to so contract at a rate of no less than \$325 a day, such rate having become effective on July 1, 2005; provided that, a memorandum giving explicit notice of the dates of such June activity and late summer activity shall be given to Chairs on or about the previous April 1 and notice of the dates for January activity shall be sent to individual Chairs on or about the previous November 1; and provided further that the designation of unit members by Department Chairs in such instances in any given year shall work no unusual burdens. Upon receipt of memoranda concerning dates for registration,

Chairs shall notify with reasonable promptness the College Dean or other designated registration officer of the names of faculty members who shall perform the contracted work in question. With the approval of the Office of Academic Affairs, additional such registration, admissions, transfers, orientation and related work outside of the academic year may be arranged for particular individuals on a voluntary basis subject to the requirements of A.,3.,b. above.

D. Course Assignments and Schedules: General Provisions

1. Schedules and Workloads

a. In General

The courses of the University shall be scheduled Monday through Friday, except that the University's final examinations may be scheduled Monday through Saturday. Workloads for faculty members shall be assigned each semester at the department level by the Department Chairperson acting in consultation with appropriate members and committees of the department and shall be subject to the approval of the College Dean.

b. Departmental Actions Not To Be Altered

Faculty assignments made at the department level, course enrollment maximums, and other customary related departmental scheduling actions shall not be altered by any University official except the College Dean or, in unusual cases, the Provost for Academic Affairs, and then only for good reasons given in writing to the Chairperson and Faculty member.

c. Departmental Scheduling Considerations

Course assignments and course schedules shall be determined within the department, with due consideration of the following in reasonable perspective: seniority (most particularly in specialty courses), qualification, skill and ability of instructional personnel, equity, hardship, and the overall academic needs of the Department.

d. Maintenance of Scheduling Matrix

Faculty workloads shall be assigned in a manner compatible with the established overall scheduling matrix for the University and for the college and program involved, and no significant or consequential change in that scheduling matrix may be made without prior consultation with the MSP. It is understood that the University may make normal and appropriate changes in physical conditions or technical and administrative processes, but that such changes may not subvert the established overall scheduling matrix or other arrangements secured by this Agreement. Scheduling deadlines established by the Registrar for departments, and their associated procedures, may not be changed consequentially without prior consultation with the MSP. Faculty assignments will not be altered without individual faculty consent after six (6) weeks before the start of the next semester except for reasons that justify the major disturbance of the faculty members' preparation efforts. Assignment shall not be altered after three (3) weeks before the start of the semester except in cases of enforceable and demonstrable emergency.

2. Freshman Composition Courses

Because the teaching of freshman English Composition constitutes a special University responsibility, the full time faculty of the English Department shall teach a number of freshman composition courses (42-101 and 42-102) each semester equal to two times the number of full-time faculty members in the English Department (exclusive of the Department Chairperson) with an enrollment that approaches, but does not exceed, an average of twenty-five (25) students per section. Where this is achieved and where the rest of the department's course offerings meet University needs and achieve reasonable enrollments, the distribution of "part time" funds shall be made in such a manner that the full-time faculty shall not be compelled to teach more than the above described number of freshman composition courses and that no individual member of the English Department shall be compelled to teach more than three sections of freshman composition in any one semester.

3. Graduate Teaching Assistants, Graduate Research Assistants, and Student Assistants

The University recognizes that enrollment patterns have and will likely continue to undergo substantial changes. In order to help offset the unevenness that these shifts have caused and could continue to cause in the workload distribution among colleges, the University agrees to continue to review the distribution of Teaching Assistants and Student Assistants among the colleges and to redistribute and/or increase the number of Teaching Assistants and/or Student Assistants within resources available for this purpose. Specific attention will be paid to increasing the number of Teaching Assistantships assigned to a college which has experienced, or is projected to experience, a substantial increase of FTE students enrolled in college courses, especially college laboratory courses.

Graduate Teaching Assistants and Graduate Research Assistants are provided University grants primarily in recognition of scholarship achievement and are assigned to faculty members to assist in research, instruction, and other professional duties. Within the availability of appropriations for this purpose, the University shall make every reasonable effort to assign Graduate Teaching to regular faculty members within the college in which the graduate student is enrolled.

The allocation of Graduate and Undergraduate Student Assistants within a department will be determined by the Department Chairperson in consultation with all faculty members who express a need for Assistants. The allocation of graduate and undergraduate student assistants among departments within a college will be determined by the College Dean in consultation with the Department Chairpersons after the needs of each department have been evaluated. Allocation of Graduate Assistant positions among colleges shall be made by the Provost for Academic Affairs, after consultation with the College Deans and with the Dean of the Graduate School, with priority given to those colleges and departments demonstrating the greatest ongoing need for such assistance in order to carry out their academic programs, provided that some supplemental allocation may be made to encourage University affirmative action objectives. Such Graduate Assistants shall be limited to those departments which have graduate programs.

Undergraduate Assistant positions shall be assigned on the same basis as Graduate Assistant positions, except that there shall be flexibility in assigning undergraduates to faculty members in departments other than that of the student's

major when mutually agreeable to the faculty member and student involved. It is understood that Undergraduate Student Assistants may not be utilized to teach or to make evaluative judgments about student course work; and it is further understood that they may perform clerical tasks, filing and errands in connection with examinations, grade records, and other sensitive material only under close supervision and on the personal responsibility of the supervising faculty member, and that in no case may such students deal with such material that affects them personally.

If possible, the University agrees to make available to each college a separate funding line to permit the hiring of graduate and undergraduate student assistants for clerical, errand, and other suitable miscellaneous purposes related to teaching, research and office assistance, etc., such funding to be distributed to the colleges in a ratio of at least one assistant for every twenty faculty each semester. This funding shall be supplemental to work study funding or to regular 03 instructional funding which also may be used for the purpose of hiring student assistants.

E. Teaching Load for Full-Time Faculty

It is recognized by the Parties that the desirable teaching load for the full-time faculty of the University as a whole is commensurate with a 15 to 1 ratio of full-time equivalent students to a full-time equivalent faculty.

1. Designation of "Full-Time, Equivalent Student" Enrollment

The full-time equivalent student enrollment is defined as the sum of all undergraduate credits earned per academic year and divided by 30, plus the sum of all graduate credits earned per academic year and divided by 24.

2. Designation of "Full-Time, Equivalent Faculty

In any college, the number of full-time equivalent faculty is defined as the sum of all full-time faculty positions in the percentages which such positions are allocated to that college, including department chairpersons, plus the sum of all full-time equivalent undergraduate and graduate students receiving instruction from part-time faculty per academic year, and divided by the appropriate college ratio.

3. Instructional Differentials

In determining the ratio of full-time equivalent students to faculty for each of the colleges of the University, the parties acknowledge the necessity for establishing basic instructional differentials and for providing faculty research opportunities. Accordingly, the following basic instructional differentials among disciplinary areas are acknowledged: usually low ratios of students to instructors in hospital supervision of nursing students, on-site supervision of student teacher and medical technicians, instruction in applied music, and laboratory instruction involving complex and hazardous equipment; the mix of lecture courses and laboratory or studio instruction; the mix of small and large classes; and the mix of graduate and undergraduate instruction.

F. College Teaching Loads

1. College Ratios

In order to account for the instructional differentials which exist among the disciplinary areas and to provide equitable opportunities for institutional research in all colleges, it is recognized that the teaching load in each college is commensurate with the following unit ratios of full-time equivalent students to full-time equivalent faculty.

<u>College</u>	<u>Unit Ratios</u>
Education	16/1
Engineering	13/1
Health and Environment	12/1
Fine Arts, Humanities & Social Sciences	17/1
Management Science	16/1
Music	13/1
Sciences	14/1
University Ratio	15/1

It is also recognized that in the School of Health and Environment the following program ratios are professionally desirable, and within the established college ratio, shall be implemented:

<u>Program</u>	<u>Unit Ratios</u>
Clinical Laboratory Sciences	14/1
Community Health and Sustainability	16/1
Nursing	8/1
Physical Therapy	14/1

2. Ratio Override

Because of yearly fluctuations in enrollments, the number of full-time faculty, and the funds available for part-time faculty, the unit college ratios may be exceeded in a given year by up to 10%.

3. Full-Time Faculty Entitlement

Full-time faculty, taken as a whole within each college, shall not teach over the ratio established for that college and the burden of the override, if imposed, shall be born by part-time faculty. This provision shall not apply in circumstances of extreme financial exigency.

4. Calculation of Enrollment

Calculation of enrollment shall reflect the number of students enrolled in courses after the end of the drop/add period at the beginning of each semester.

5. Workload information

No later than forty-five (45) calendar days into each fall and spring semester the Office of the Provost for Academic Affairs shall inform the MSP of current student

enrollment, faculty resources, and the prevailing instructional ratios for each college.

G. Individual Teaching Loads: Parameters set by this Agreement

1. Assignment

Assignment for individual teaching loads shall be made by the Department Chairperson in consultation with members of the Department and appropriate faculty committees and subject to the approval of the College Dean.

a. In General

Individual teaching loads, except for those of Department Chairpersons, coordinators, or others receiving administrative duty reductions as specified in Article XVII must fall on or between the specified minimum and maximum levels below. In making assignments for teaching loads, the departmental and college committees (when applicable), the Department Chairperson, and the College Dean shall comply with the provisions of this agreement and either established collegially formulated guidelines or the guidelines negotiated by the Dean and unit team through the vehicle of the College Workload Implementation Committee (as provided for in this Article below), if any, for distribution of responsibilities to departments, internal allocation of college 03 funds, and the pattern of distribution of workloads for full-time college faculty, and related matters not in conflict with this Agreement.

b. Considerations

In the process of assigning individual workloads, the departmental and college committees (when applicable), the Department Chairperson, and the College Dean will consider the nature of the sections to be taught; the size of the sections; the number of course preparations; the consequences, if any, of unusually advanced graduate or difficult teaching duties; other assigned duties of the faculty member; the academic role of the individual department and the institutional research plans of the individual faculty member.

c. Basic Teaching Load for Research Faculty

A basic teaching load pursuant to the terms of this Agreement of not more than 18 credit hours per year shall be granted to all faculty members who are engaged in active research or publication. It shall be the objective of the scheduling process that such faculty taken as a group in each college should teach at a ratio not exceeding an average of 15 to 1, and that the amount of credit hours and/or student credit hours taught by such faculty as a group should be less than that which should be assigned to faculty as a group not pursuing research. The workload implementation guidelines or collegial processes of each college should include a process for determining which faculty are engaged in active research or publication.

2. Minimum Teaching Load

The teaching load assignment for each individual faculty member will consist of at least three contact hours per semester (exclusive of thesis supervision) and at least 200 student credit hours per academic year, or direction of graduate thesis or

equivalent combination⁹ during each semester. The Provost may waive this minimum in his discretion. No grievance rights of any sort shall attach to his failure to agree to such waiver; however no such waiver may be granted by him where the University has failed to meet other contractual objectives due to an insufficiency of resources.

3. Maximum Teaching Load

Except as provided in Part 1 of this Article an individual faculty member will not be required to teach more than nine (9) contact hours per semester unless the first nine (9) contact hours assigned to the faculty member generate less than the minimum required 200 student credit hours for the academic year, in which case additional hours will be assigned until he or she achieves either two hundred (200) student credit hours per academic year or twenty (20) contact hours per semester. Except as provided immediately above and except for instructors who may be assigned a basic 24 credit hour load, no faculty member shall be assigned a teaching load that exceeds twenty-one (21) credit hours or twenty-four (24) contact hours per academic year and, whenever possible, the basic teaching load for faculty engaged in active research and publication shall not exceed 18 credit hours. The Provost for Academic Affairs may properly authorize minor variations in the maximum contact hours for Nursing faculty engaged in direct clinical supervision off-campus.

4. Teaching Loads Between Minimum and Maximum

Individual teaching loads may vary between the minimum and maximum levels as identified above. The individual loads shall be assigned by implementing the supplemental guidelines developed by the College, either through established collegial processes or by the College Workload Implementation Committee as provided for in this Article below.

H. Institutional Research and Reduced Teaching Load

1. In General

The Parties acknowledge that institutional research is an essential part of faculty development and is necessary for the long-term viability of the University. A reduced teaching load can substantially enhance the institutional research productivity of an individual faculty member. Each of the colleges of the University should have an equitable opportunity for providing reduced teaching load to the faculty for the purpose of enhancing and improving their institutional research productivity.

2. Additional Reduced Research Loads

Faculty may achieve additional reduced research loads below the level set forth above in the following ways:

⁹ For a masters as well as a doctoral thesis, each three (3) student credit hours will have the weight of one (1) FTE for both the faculty member and the department. This provision is not intended to and shall not override the minimum teaching requirement as specified by the contract. Furthermore, this provision is not intended nor shall it change any contractual rights provided herein. Thus, this formula is for the exclusive purpose of recognizing the workload necessary to supervise masters and doctoral thesis

a. Departments

Departments may grant additional reduced teaching loads for research through fair, reasonable, academically sound internal allocation of instructional obligations. Departments also may reduce numbers of course assignments in exchange for teaching larger numbers of students, may adjust numbers and kinds of course preparations or may make other creative, equitable, and academically sound workload adjustments within the terms of this Agreement.

b. Colleges

Colleges may grant additional reduced teaching loads for research by "subsidizing" the reduction or otherwise adjusting a Department's instructional obligations. [In recognition of the priority which the University has placed upon the development of quality graduate programs, colleges are encouraged to grant reduced course loads for those faculty whose extensive research activity is combined with active involvement in developing new doctoral programs, or in directing large numbers of doctoral students.]

College reductions below 18 credit hours per year of individual teaching loads are recommended to the College Dean in accordance with the procedures agreed upon in the college's Workload Implementation Guidelines, if any, or if there are none, by (1) a departmental committee composed of at least three elected members and (2) a college committee composed of an elected representative from each department of the college offering an academic or professional major. A faculty member seeking such reduced teaching load for a semester or year must submit a written proposal in justification of such request to departmental and college committees. Upon committee approval of a request for a reduced teaching load, the College Dean will review the recommended teaching reduction and may, for stated reasons, alter the recommended assignments after consultation with the appropriate Department Chairperson. The recommendations and final approval by the Dean shall be completed before the schedule is due for the semester in question. Where this is not done, the Department Chair may elect in his or her sole discretion to treat the reduction as occurring in the next following semester.

c. University

(1) University Professors

The University shall appoint three (3) University Professors upon the recommendation of a committee of three (3), one designated by the MSP President, one designated by the Provost, and one designated by the two of them jointly. Such individuals shall receive special research reductions of three (3) credit hours each semester below that which they would otherwise teach under the terms of this Agreement and the University shall compensate their college by providing funds for a Visiting Lecturer or Lecturer. Appointments for University Professors shall be for a period of three (3) years. In exceptional circumstances, such appointments may be renewed for one additional three (3) year period, but only if approved by the committee. The terms of the University Professors will be staggered so that each year one University Professor is replaced or reappointed.

(2) University Scholars

The Provost of Academic Affairs, after consultation with the Academic Deans, may in his discretion award up to fifteen reduced loads each semester to faculty pursuing significant individual research projects, supervising highly productive doctoral research, or engaged in other research related activity of importance to the University.

Such individuals shall receive special research reductions of three (3) credit hours each semester below that which they would otherwise teach under the terms of this Agreement and the University shall compensate their college by providing funds for a Visiting Lecturer.

(3) Application Process

Application requirements for University Professors and University Scholars shall be promulgated by the Office of Academic Affairs. Decisions for appointment to same shall be made and announced before the schedule is due from the Department for the semester covered by the appointment. Where this is not done, the Department Chair may elect in his or her sole discretion to treat the appointment as occurring in the next following semester. The judgment exercised in appointing University Professors and University Scholars is not grievable.

d. Workload Buyout

In order to provide additional opportunity at the University to pursue funded research and development activity, the Parties agree to allow Unit members to buy out time during the academic year. For the purpose of establishing the cost of this buyout provision, the "normal" workload is defined as nine (9) credit hours per semester. A faculty member may buy out one or more courses at a rate of one-ninth (1/9) of his/her semi-annual salary for each credit reduction below 9. This calculation is to be applied each semester for which buyout is requested. The member's department will receive an allocation for one temporary Visiting Lecturer per course buyout at the current rate. [However, if the total number of buyout courses in a given program exceeds twelve (12) credits for each semester in an academic year, then the department should receive authorization to hire the equivalent of a temporary full-time faculty member at a salary not to exceed the salary level of the member on buyout who has the lowest salary of all department members on buyout.]

This buyout provision applies only to individuals seeking additional time to pursue scholarly projects funded through the University of Massachusetts Lowell (cf. Article XX, B). A person working under a buyout provision is exempt from most minimum contact hour and credit hour provisions of this Agreement, provided that, a faculty member may not buyout below three semester credits without the consent of the Chancellor of the University.

To further promote research, in the case of small grants and for periods of one or two semesters in areas and situations where expectations of large grants are unreasonable, the Provost for Academic Affairs may, with the positive recommendation of the Department and the College Dean, permit buyout of one course at the Visiting Lecturer rate.

3. Research Reductions Implemented

Reduced loads granted faculty under contractual provisions dealing with reduced loads must be real and must result in such faculty teaching fewer courses with fewer student credit hours. But in all such cases, Departments may select the courses to be eliminated with regard to the overall needs and best interests of the program(s).

I. College Workload Implementation Discussions: "Mini-Bargaining" for Supplemental Workload Guidelines

The University-wide bargaining teams, having established broad parameters for faculty workload, hereby provide that as to properly bargainable workload matters within and consistent with those parameters, in any college where either the Dean or the MSP so wish as frequently as once during each contractual period, the Dean on behalf of the University Administration and a group of Unit members on behalf of the MSP shall meet as the "College Workload Implementation Committee" for the purpose of negotiating and establishing supplemental College Workload Guidelines in accordance with the procedures and restrictions that follow, which negotiated guidelines shall have contractual force.

1. Membership of Committee

Each College Workload Implementation Committee shall consist of the College Dean (and if the Dean so desires, the Assistant Dean, where applicable) as an "administration team" and a "Unit team" described below. In the College of Engineering, the unit team shall be nine (9) members. In the College of Arts & Sciences, the Division of Humanities, Fine Arts and Social Sciences shall have two teams: one for Humanities and Fine Arts, and one for Social Sciences. The Humanities and Fine Arts unit team shall be eight (8) members, and the Social Sciences unit team shall be eight (8) members. The Division of Sciences shall have one unit team with eight (8) members. In the College of Management, the unit team shall be five (5) members. In the School of Health & Environment, the unit team shall be seven (7) members. In the Graduate School of Education, the unit team shall be three (3) members.

The Unit team in the college shall be appointed by the MSP university bargaining team provided however, that the membership of the Unit team shall include all Department Chairs in the college. (In appropriate situations, the MSP may designate an additional individual as a non-voting ex-officio member.) In the Graduate School of Education, the Chairperson of the Education faculty shall be one of the three Unit members on the Unit team.

2. Duties of Committee

The Committee shall meet for the purpose of determining general guidelines for the approximate distribution of departmental responsibilities, the approximate pattern or distribution of individual workloads (not specific, individual assignments), and criteria for same; formulating a process for determining which faculty are engaged in an ongoing program of active research or publication; and resolving other reasonably related matters not in conflict with the provisions of this Agreement.

3. College Workload Guidelines

The committee shall formulate the guidelines in such a way that the college can properly staff all courses (those required to service the demands of majors within the college as well as all other University students, undergraduate and graduate) within the number of full-time positions and part-time positions allocated to the college by the Provost for Academic Affairs. This allocation shall be such as to fulfill specific contractual distribution requirements, the full-time faculty ratio limits, the research faculty ratio limits, and the overall college ratio limits; and to provide a reasonable number of supplemental research reductions in colleges throughout the University.

In developing the guidelines, each Workload Implementation Committee Team shall consider the amount of the total college workload that will have to be carried by each department in the college; the approximate pattern or distribution of workloads including criteria and processes for allocating reduced workloads of all sorts¹⁰, including the number of research or administrative duty reductions, except where otherwise controlled by this Agreement; reasons and priorities (in terms of intended overall college purposes, not by individuals) for loads less than twenty-one (21) credit hours per academic year; the distribution of class sizes within the colleges taking into account the possible need for small as well as large classes¹¹ and the soundness of the academic impact of the proposed distribution; and other workload matters that may be appropriate for resolution at the college level.

4. Development of Guidelines

Whenever it is available, upon request, the Academic Vice Chancellor shall send to each College Workload Implementation Committee a best estimate of the FTE's that the college will have to serve in the coming academic year; a best estimate of the amount of part time instructional resources that will be allocated to each college for the coming year; the number of people who will be on leave (sabbatical or other) or on split time for the coming year; and the number of temporary full-time faculty who can be hired to replace such Unit members (as accurately as can be stated on April 1st) that will be assigned to each department for the coming academic year; and a reminder of any pertinent matters relating to accreditation, advanced graduate or other new program development, or other academic matters relevant to the Committee's deliberations.

If after a reasonable period of time the two team components of the Implementation Committee cannot reach agreement, each side shall submit its "Last Best Proposal" to the Academic Vice Chancellor who, within one month, shall make final one of the two sets of proposed guidelines. Except as hereafter provided, the decision by the Academic Vice Chancellor shall be final and shall not be subject to the grievance procedure of Article VIII of this Agreement.

No individual may file a grievance relative to the two sets of guidelines. However, the Official Designee of the MSP may file a grievance of behalf of a department or

¹⁰ The test for such reductions provided for research or for the activities of Chairs, Coordinators, etc. is that the work involved in the activity for which the reduction is granted must be demonstrable proportionate to the reduction.

¹¹ Should a College Implementation Committee believe that a physical change in classroom arrangement(s) could be of significant help they may and should request that the Associate Provost for Academic Affairs consider the needed changes for a future date.

college when the final guidelines rendered by the Academic Vice Chancellor constitute what the MSP believes to be an unacceptably dramatic departure from the previous pattern of distribution of departmental obligations or of "03" funds allocated to departments or to the college, or the pattern of distribution of workloads assigned within a given college to full-time members. Such a grievance shall be resolved by one of the two procedures specified below and shall proceed no further:

- a. Return the guidelines to the University-wide bargaining table with the University and MSP Bargaining Teams;
- b. Return the guidelines to an arbitration team especially constituted for this purpose, the membership of which is mutually agreed upon by the MSP Official Designee and the Academic Vice Chancellor. (Appendix A-12 processes may be used.)

The use of either of these alternative procedures shall not delay the implementation of the Academic Vice-Chancellor's set of guidelines in the interim if that implementation is necessary, in his opinion, to make workload assignments in time to assure the start of classes in the next semester.

No guidelines are valid with contractual force until a copy is provided to the MSP Official Designee, the MSP Secretary, the MSP President, the Provost for Academic Affairs, and, if he is not otherwise involved as set forth above, the Provost for Academic Affairs, and reviewed for conformance with this Agreement.

PART II. The Workload of Librarians

A. General Provisions

The provisions of this Article shall apply to all professional librarians assigned to O'Leary and Lydon Libraries and to any branch library established in the future by the University.

B. Working Environment

1. Libraries

Libraries shall be well-lighted, maintained at reasonable temperatures, safe, sanitary and clean.

2. Office Space

Office space will be allocated by the Director of Libraries, in consultation with the Division Heads. Such office space shall be suitably equipped with a desk, chair, computer, reliable Internet connection, telephone and filing cabinet for each full-time librarian.

3. Secretarial Services

Each Campus library shall have at least one full-time secretary.

4. Scope of Librarian Work

The professional librarian's workload shall encompass the following:

- a. The nature and scope of professional duties performed;
- b. The time period during which said duties are to be performed;
- c. Activities undertaken in any of all of the following areas:
 - (1) Professional activities including positions of leadership in professional or scholarly associations;
 - (2) Research, publication and creative activities;
 - (3) Advanced graduate study; and
 - (4) Contributions to the University community.

C. Work Year

All librarians, of whatever rank, normally shall be employed to work a twelve (12) month year. Where feasible, librarians shall be permitted to elect to work a nine (9) month year, from September through May, at 9/12 (3/4) of salary and proportionate reduction in other benefits by application for such arrangement to the Director of Libraries.

D Library Hours

The schedule of hours during which the University Libraries shall be open for use by the University community shall be established by the Chancellor or his designee after consultation with the Director of Libraries.

E. Workload

1. Assignment of Professional Duties and Responsibilities

The workload of each librarian shall consist of such duties pertaining to the operation of the University Libraries as may from time to time be assigned by the Director of Libraries.

2. Individual Schedule

All librarians, of whatever rank, shall work in accordance with a schedule that shall be established by the Director of Libraries or his/her designee. In establishing said schedule, the Director of Libraries shall consider the professional expertise and scheduling preference of each librarian. Librarian schedules shall be as equitably determined as possible within the library with due consideration of the following in reasonable perspective: qualification, skill and ability of librarian personnel, equity, hardship, the overall needs of the Library, and seniority (most particularly in specialty areas).

3. Work Day

During the term of this Agreement, every Librarian shall be required to work 37-1/2 hours per week.

No librarian shall be required to work more than seven and a half (7-1/2) hours per day, exclusive of periods taken for meals.

Except in times of financial exigency, librarians with several years service shall not be assigned to hours commonly deemed inconvenient though they may arrange for such assignments with the Director on a voluntary basis. However, Librarians hired after June 1, 1984 with the explicit understanding that such work might be a part of their schedule and whose original employment contract has specific reference to such understanding may be so assigned without the requirement of financial exigency, provided that, they shall be entitled to special scheduling flexibility for the overall assignment. The Director may extend such flexibility to volunteers. Such flexible assignment shall not reduce the Librarians average 37 1/2 hour per week work obligation nor shall it diminish the accumulating or charging of sick leave, personal leave or vacation leave.

F. Research and Advanced Study

1. General Provisions

Professional research is recognized as essential to individual professional development and crucial to library growth. All professional librarians shall have equitable access to a reduced workload for the purpose of engaging in professional research, publication or professional and creative activities.

The Parties recognize the value to the University derived from advanced graduate study by professional librarians. Equitable access to reduced workload for the purpose of advanced study shall be accorded to all professional librarians.

2. Request for Reduced Work Load

Subject to overriding institutional needs, every professional librarian may request leave to conduct self-directed work activities when such activities are conducted for professional purpose to which accrue benefits to the University. Requests shall be made in writing to the Director of the Libraries, and denial may be appealed to the Provost, whose decision is final. The Library Director will report annually who has received leaves, and the reason for which each leave was given.

3. Librarian Reassignment

In order to provide additional opportunity for librarians to conduct research, to publish, and to pursue other scholarly and professional activities, the University agrees to allow the Director of Libraries to reassign individual librarians in the Unit to such activity for a period not to exceed four weeks, when classes and exams are not scheduled. These reassignments shall be made by the Director of Libraries. Approval for reassignments will not be granted if the reassignment would hamper the normal services provided by the library. It is understood that the reassigned duties will take place on campus or at a specified location(s) where appropriate material or equipment not on campus is available to the librarian.

G. Internal Titles

The internal professional titles of librarians shall not impact upon professional librarian rank as defined and controlled by this Agreement. Any disagreements regarding these

internal titles shall not be subject to the grievance procedure of Article VI, but shall be resolved by the Provost for Academic Affairs or his/her designee.

Should the Director of Libraries declare a professional librarian vacancy to exist, he/she will appoint a Committee to review candidates and to make recommendations in accordance with announced procedures. The Director will then make his/her recommendation to the Provost for Academic Affairs who will make the final recommendation. (But this process too and any internal titles involved shall not impact upon professional librarian rank.) Any disagreements that might arise out of this process shall not be subject to the grievance procedure of Article VI, but shall be resolved by the Provost for Academic Affairs or his/her designee.

H. Librarian Professional Role Discussions

The MSP Librarian Representative should see to the election by all librarians of a committee of five (of which at least two shall be Associate Librarian or Librarian) to meet periodically and informally with the Director (and other administrators, as the administration shall deem appropriate) to consider matters of professional interest. They should also undertake systematic consideration of issues of workload, staffing, career ladder, administrative duties, etc. and consider whether the long established contractual arrangements that provide a framework for library careers are still consonant with the changes in the role of the library in the University. They shall strive to produce a joint report to inform the bargaining process for the next contract.

PART III. Special Provision

A. Indemnification of Members of the Bargaining Unit

The Parties recognize that members of the Bargaining Unit are employees of the Commonwealth for purposes of Chapter 258 of the General Laws, and should receive any protection provided therein when possible and appropriate.

B. Patent Policy

The Parties agree to the provisions of "Statement of Policies, Principles and Administrative Procedures Relating to Discoveries, Inventions, and Other Values in which the University and Unit Members may have Proprietary Interests" a copy of which is appended as Appendix A-4.

C. Office Research Administration

The parties recognize that faculty have the status of special state employees. The parties further recognize that under the authority of the statutes which created the University and specifically created as well, the University Research Foundation (hereinafter Office of Research Administration (ORA)) and then authorized arrangements under which faculty might share in the proceeds of Contracts with that Foundation; and under the terms of this Agreement which has been made and ratified under the broad authority of the collective bargaining empowerment statutes and subsequent interpretive decisions; that faculty may enter into contracts with or "receive grants" through the ORA, share in the proceeds of ORA administered Grants and Contracts, prepare such grant applications on University premises and during the hours and days of the regular academic year, utilize University facilities for such purposes under established rules, attempt to arrange with appropriate University officials for use of University facilities or other University "contribution" in support of such grant or

contract under established rules and procedures, and engage in other related activities guaranteed by this Agreement and by established practice. It is further agreed that the ORA individual faculty overhead accounts, time calculation practices and other established practices in which research faculty have a legitimate interest and concern shall not be significantly altered by the University without prior consultation with such faculty and the MSP.

D. Workload Grievance

It is understood and agreed by all the Parties that in the event a Unit member should believe he or she was aggrieved by any decision which was rendered as a requirement of this Article, such individual may use provisions of the grievance procedure, Article VI to Level II (the Chancellor), except as noted elsewhere in this Article. The decision of the Chancellor shall be final unless such decision is alleged to have been arbitrary or capricious in which case the aggrieved may appeal for remedy through submission to binding arbitration as provided in Article VI.

Where faculty are in conflict over workload issues within a Department, all of the individuals involved may utilize this process. The grievance(s) shall be heard in the first instance at the Department level and it is understood that a College Dean or the Chancellor (or his designee) shall not overrule Department workload decisions made through reasonable and proper processes except for good reasons stated in writing.

It is understood that nothing in the above shall be construed to limit the grievance rights of the MSP as defined elsewhere in this Agreement.

Whenever possible, faculty members shall be notified of their workload and schedule for the next semester at a time which allows for discussion and review of dissatisfaction, if any, before the final course schedule is printed and distributed. However, it is understood that such printing and distribution shall not reduce a member's rights under this provision.

E. Quality Rehires

If a department (or the Library) recommends that an untenured faculty member or librarian should be dismissed because of unsatisfactory performance, the administration agrees that, except when there are extraordinary fiscal conditions or demonstrably changed curricular needs, the department (or the Library) will be given a replacement position.

F. Workload Committee Study

During the term of the Agreement, the joint Workload Committee will continue its study of and make recommendations on all other issues, including workload, departmental support needs, numbers of full-time tenure track faculty, part-time faculty and the possible benefits of creating full-time nontenure track faculty positions; the parties shall mutually determine whether to implement any of the recommended changes during the term of this Agreement.

ARTICLE XVII

DEPARTMENT CHAIRPERSON/DEPARTMENT COMMITTEES ACADEMIC POLICY

A. Academic Policy in General

1. Faculty Academic Policy Making

The primary advisory role of the faculty in establishing, organizing, reorganizing and consolidating academic programs (and the college and departmental structures through which they are carried on), and in formulating academic policies, academic rules and regulations, the academic calendar and academic standards for presentation to the Board shall be continued and preserved. Both parties agree that nothing promulgated in the above areas shall be valid unless processed through appropriate established procedures, and further that changes in the above or in the implementation of the above which significantly impact upon terms and conditions of employment and/or contractual rights and processes are subject to negotiations with the MSP which may ultimately result in the University and the MSP jointly requiring reasonable adjustment.

The parties agree that academic rules and procedures, taken as a whole, should strive to assure high academic standards without unduly burdening the advising and advising related obligations of faculty and department chairs.

In regard to the above, the Chancellor of the University agrees to meet and consult regularly with the faculty and the recognized faculty leadership, including that of the MSP; the MSP agrees to continue to encourage communication among the faculty leadership within its own policy processes.

Nothing in the above shall restrict the rights of the MSP or the grievance rights of unit members.

B. Selection of Chief Academic Officers

It is agreed between the Board of Regents/Board of Trustees and the faculty of the University that the faculty shall have a formal role in search committees utilized in the selection of all major academic administrators, as is traditional in Universities of quality and embodied in recommendations of the AAUP and similar organizations. The faculty role shall include, but not necessarily be limited to, the searches for the Chancellor of the University, the Provost for Academic Affairs and his/her Associate Provost, Director of Libraries, College Deans, and Assistant Deans. The members of the recognized University faculty leadership, including the MSP, shall be informally consulted before search committees are named or before renewal of the contract of all major University academic administrator, including all listed above, and Department Chairpersons within a given college shall be informally consulted before renewal of the contract of the College Dean and Assistant Dean.

C. Definition of Chairperson's Responsibilities

The responsibilities of each Department Chairperson shall be to promote the academic and intellectual growth of his or her department and the effective use of the educational resources and programs within the department in meeting the objectives of the College and the needs of the students.

The Department Chairperson shall be responsible to the Chancellor of the University through the College Dean who has overall authority and responsibility for the College, and through the Provost for Academic Affairs who, as chief academic officer under the Chancellor, has primary responsibility for university academic programs and authority over all Colleges, the Office of the Registrar, and the Library of the University. Matters within the jurisdiction of any of the several Vice Chancellors which significantly impact the members of the bargaining unit shall be reviewed before promulgation by the Provost for Academic Affairs for compliance with contractual agreements, the Provost being charged by the Chancellor of the University with ensuring contractual enforcement.

1. Specific duties of the Department Chair

Department Chairpersons are charged with responsibility for providing educational leadership within their departments. Specifically, the Chair shall be responsible for the performance of the following duties:

- a. The recruitment of candidates for faculty positions within his/her department;
- b. The evaluation of faculty members within his/her department in accordance with the provisions set forth in this Agreement;
- c. The assignment to faculty of obligations in accordance with the prescribed curriculum, and of the workload provisions of this Agreement;
- d. The implementation of approved academic standards and policies as they pertain to departmental programs; and
- e. Preparing estimates of future educational, fiscal and physical needs of the Department;
- f. In cooperation with appropriate departmental committees and the College Dean, all department chairpersons periodically shall review departmental and course curricula, course descriptions, etc. to ensure their currency and compliance with professional practice and accreditation standards;
- g. Other duties specifically provided for elsewhere in this Agreement, chair duties being subject to negotiation with the MSP¹².

During the academic year, when Department faculty are contractually available to the Chair, each and every Department Chair shall stand ready to provide to a reasonable extent and at mutually convenient times, advice and consultation, either in person or by phone and/or memorandum, to the Division of Continuing Education and its Departmental and/or College Coordinator as to the academic appropriateness of particular course requirements and/or the hiring of particular faculty for particular courses within the Chair's area of expertise that may be offered in the various Continuing Education programs. Such advice and consultation shall in no way duplicate or replace the activity traditionally performed by Departmental and College Coordinators and shall have as its purpose the maintenance of academic standards in Continuing Education programs consistent with those in regular University programs. It is agreed that since activity on behalf of Continuing

¹² Chair Responsibilities to Continuing Education

Education falls outside the scope of regular unit compensation, in return for the Chairs standing ready to make such advice and consultation available over the course of the semester, the Continuing Education account may be charged appropriately.

In the discharge of these responsibilities, the Department Chairperson shall consult with the members of his or her Department and the College Dean.

2. Formula for Chair Compensation

A. Number of full-time faculty

1-5 faculty	1 point
6-10 faculty	2 points
11 + faculty	3 points
16 + faculty	4 points
21+ faculty	5 points

B. Number of Majors (undergraduate/graduate)

Less than 100	1 point
100-200	2 points
201-300	3 points
301 +	4 points

C. Student FTE generated

Less than 300	1 point
300-499	2 points
500-899	3 points
900 +	4 points

Scoring of Department Chairs

0-5 points	A (\$9,500)
6 points	B (\$11,500)
7-9 points	C (\$13,500)
10 + points	D (\$15,500)

Scoring of Librarian Division Heads

Public Service	\$5,200
Media Services	\$4,500
Access Services	\$4,500

Effective dates for new rates shall be September 1, 2006.

Any Department Chair or Head who is currently being paid a stipend that is greater than the stipend called for in this Agreement shall continue to be paid the higher stipend until such time that he/she vacates said Department Chair or Department Head position. When such Department Chair or Department Head position is so vacated, said position shall be subject to the formula set forth above.

The title of Department Head is eliminated. All Department Heads will be called Department Chairs.

The Fact Book published by the Office of Institutional Research will be the official source of data used to establish chair compensation.

This agreement supersedes Article XVII paragraph D(2) of the collective bargaining agreement regarding summer compensation and additional compensation for chairs. The stipend outline above constitutes the only additional compensation to which chairs will be entitled for carrying out the duties of the chair role.

3. A committee shall be established to review and make recommendations on issues including, but not limited to, the following: the current duties of chairs; the formula for compensation; the option to choose, subject to the approval of the Dean and departmental needs, between a nine month and twelve month contract; the provision of support services; and, the division of duties and compensation between chairs and associate chairs. The committee shall be comprised of five members: one selected by MSP; two selected by the Administration; and two chairs selected jointly by MSP and the Administration. The Committee shall complete its work preferably by June 30, 2012, but not later than December 1, 2012 and submit its recommendations for consideration by the Provost and the MSP Board. The Administration acknowledges that resources and funds will be made available to fund recommendations that both the MSP and Management agree upon.
4. Library Division Heads

Library Division Heads are in many ways comparable to Department Chairpersons. They promote the academic growth of the library division and the effective use of resources in meeting the goals of the library and the university. The Library Division Heads are responsible to the Chancellor of the University through the director of Libraries, and through the Vice Chancellor for Academic Affairs who, as chief academic officer under the Chancellor, has primary responsibility for university academic programs and authority over all Colleges, the Office of the Registrar, and the Library of the University.

Library Division Heads provide leadership within their library division and work closely with the Director of Libraries in the recruitment of candidates for library positions, in preparing estimates of future division and library needs, the evaluation of personnel and the assignment of professional obligations in accordance with the Agreement. Library Division Heads, with the approval of the Director of Libraries, shall effect and facilitate library goals and priorities commensurate with the university mission. Similar to Department Heads, Library Division Heads shall be nominated by vote of the full-time unit members working in the division, appointed by the Chancellor and shall receive a salary adjustment based on the size of the division.

A joint committee will be convened after the appointment of the new Library Director in or about July , 2012, in order to discuss the appropriate stipends for Division Heads or other unit members performing administrative responsibilities.

D. Scope of Chairperson's Leadership Obligations

1. Normal Chair Work Year

Except in the case of Chairs with head status, as is set forth below, Chairpersons, as faculty, cannot be required to work at the University except during the academic year under the provisions and definitions of the faculty workload article. However, the parties recognize that conscientious attention to the responsibilities of the Chair's role will not always yield a neat fit into such boundaries; that chairs must nonetheless, at appropriate and reasonable times and places of their choosing, and

with methods of their choosing, see to adequate arrangements for the meeting of their responsibilities as delineated in this Agreement, particularly to the final process of preparing for an orderly start of a new semester; but that the University shall take all reasonable steps to minimize Chair burdens outside the academic year. Each Chair shall confer with his/her college's Dean or Assistant Dean before the end of each Spring semester so that the Assistant Dean may properly act to maintain the continuity of academic policies during the summer period.

E. Prior Conflicting Policies

The contractual provisions of this Article supersede any previous conflicting practices, or contractual provisions.

F. Appointment

1. In General

The department Chairperson shall be appointed by the Chancellor, after consultation with the Provost for Academic Affairs, said recommendation being made in accordance with the procedures described in this Article. The term of the Department Chairperson shall be for three (3) years, unless a vacancy is declared to exist by the Chancellor, 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. The Chancellor for just cause may declare a vacancy to exist at any time in a department chairmanship provided he gives reasons for his declaration to the Department Chairperson and the MSP. The action of the Chancellor shall not be subject to grievance unless the reasons are arbitrary, capricious, or violative of academic freedom.

2. Outside Chairs

Where the academic administration believes that a Department has an unusual and critical academic leadership need that can only be met by bringing in an outside chair, it may seek the approval of the Department for such course of action. If the Department disapproves, the Provost for Academic Affairs may (at appropriate times during the academic year) seek a joint agreement with the MSP for such course of action. If the MSP disagrees, the administration may seek special arbitration by a panel of three qualified academics from outside the University: One appointed by the MSP, one appointed by the administration and a third by the other two, which shall determine whether an outside Chair is necessary. Where this procedure is followed, no further grievance rights shall apply. Whenever an outside Chair is brought in, that person shall become a member of the Unit and become subject to this Article and Agreement.

G. Procedures for Selection of Department Chairperson - Librarian Division Heads

At least one month prior to the expiration of a term of office of a Chairperson, or upon a declaration of a vacancy, the Provost for Academic Affairs shall notify or direct another to notify department members that an election will be held to nominate a Chairperson. Prior to the selection of any Department Chairperson - Division Head, the University Administration may state its view of the leadership needs of the Department in question for the coming period in general terms, in writing or through direct meetings, and it shall do so in Departments where it believes there is a critical leadership need. As a general proposition, the larger the Department; the more special, extensive, advanced,

complex and unique its academic situation; and the greater the level of Chair compensation and load reduction; then the higher the standard of leadership needs which the University may reasonably impose. The following procedures shall be followed in nominating a Department Chairperson - Division Heads

1. Not later than the fourth week following the above mentioned notice from the Provost for Academic Affairs or his designee, the Dean of the College - Director of Libraries shall call a department meeting for the purpose of nominating a faculty member from within the Department as Department Chairperson.
2. Such meeting shall be for the purpose of holding an election for the recommendation of a faculty member - Librarian as Department Chairperson - Division Head. Such meeting shall be held after fourteen (14) days notice in writing shall have been provided by the Dean of the College - Director of Libraries to all members of the Department - Division. The time and place shall be set with the consent of the MSP Chairperson or his designee.
3. The election shall be conducted by the MSP Chairperson or his designee, by secret ballot upon nominations made by members of the Department/Division. All tenured associate and full professors shall be eligible to be nominated. In truly unique situations, further variations may be waived by the Office of the Provost for Academic Affairs by means of a joint agreement with the MSP. Where there are fewer than four tenured associate and full professors, all tenured faculty shall be eligible to be nominated.

All full-time faculty members shall be eligible to vote. Absentee ballots may be accepted at the discretion of a majority of those present and voting. The name of the candidate who has been nominated by a majority vote of those present and voting shall be submitted within seven (7) calendar days by the Dean/Director together with his or her recommendation, if any, to the Provost for Academic Affairs. Within fourteen (14) calendar days, the Provost for Academic Affairs shall agree either to recommend or to reject the nominated candidate. In the event the Provost for Academic Affairs rejects the candidate, he shall provide the members of the department with specific written reasons for such rejection.

4. Within fourteen (14) calendar days of such rejection and at the call of the Dean of the College/Director of Libraries, the Department /Division shall meet to consider the rejection of the Provost for Academic Affairs and the reasons therefore. The Department/Division may, by three-quarters (3/4) vote of the department membership, choose to re-nominate the same candidate or to nominate a new candidate by majority vote of the department members present and voting.
5. If the Department/Division re-nominates the same candidate, the Provost for Academic Affairs shall submit the name of such department member to the Chancellor. If the Chancellor rejects the individual so nominated, this rejection shall be final, and the Department shall recommend a new candidate, following the procedure described above.
6. If the Provost for Academic Affairs accepts the initially nominated candidate, he shall submit the name of such department member to the Chancellor, who shall accept or reject the individual so nominated.
7. This process shall continue until a candidate has been appointed. If after two formal votes the Department/Division is unable to nominate a candidate, or if no

individual is willing to be nominated, the Chancellor may appoint an acting chair/division head for a period not to exceed one year under Section I below. During this period, the Provost may initiate a national search for an outside chair. The members of the department will elect a search committee to screen candidates and conduct on-campus interviews. The department will vote to recommend one or more candidates for consideration by the dean and the Provost and appointment by the Chancellor.

8. For purposes of this Article (and for all other elections and/or voting required or authorized by this Agreement) Department/Division membership shall be limited to members of the bargaining Unit.

H. Recall of Department Chairperson/Division Head

The parties recognize that the recall of a Department Chairperson/Division Head by department - division members is an unusual occurrence and that such recall of a Chairperson should be based upon extraordinary circumstances. The parties agree, therefore, that the following procedures for the recall of a Department Chairperson by department - division head members shall not be used until a Chairperson has served at least one (1) calendar year from the date of his or her appointment.

1. Upon presentation to the Dean of the College during the academic year of a petition signed by a majority of all of the faculty members of the department, excluding the Department Chairperson of that Department, the Dean shall give fourteen (14) days written notice to all members of the Department after consultation with the Chancellor and the MSP, setting forth the time, date, and place, of a meeting to consider the recall petition and to vote whether to recommend to the Chancellor that he declare a vacancy to exist.
2. The MSP Chairperson, or his designee, shall forthwith appoint an impartial faculty member or members to conduct the recall meeting and department vote.
3. A vote of three-fifth (3/5) of all department members shall be required to declare a vacancy to exist. The recall shall be effective upon the certification of the vote by the impartial faculty member and the MSP Chairperson. A written record of the minutes of such departmental meeting, together with a record by number of votes cast, shall be forwarded to the Provost for Academic Affairs. The Chancellor shall declare a vacancy to exist in the department chairperson.
4. In the event of a recall, the Dean of the College may appoint a department member to serve as acting chairperson until the new election process as prescribed in this Article is completed. Such acting chairperson shall not serve for a period in excess of sixty (60) days.
5. Recall of Department Chairperson/Division Head

In the event a Chairperson demonstrates repeated willful neglect of his/her duties, the Dean may recommend recall of the Chairperson to the Chancellor. Should the Chancellor recall the Chairperson, it is understood that it shall be for just cause. Any recall recommendation must be preceded by written communication to the Chairperson and the department personnel committee documenting the repeated willful neglect of duties.

I. Appointment of Acting Department Chairperson

Except as otherwise provided in this Article, the Chancellor may appoint an acting chairperson for a period not to exceed one year when a chairperson is on leave or incapacitated. Prior to such appointment, the Dean of the College shall call a meeting of the department members for the purpose of recommending to the Chancellor a person or persons as acting Department Chairperson. The acting Chairperson appointed by the Chancellor shall assume duties and responsibilities of the Department Chairperson as herein defined.

J. Interim Chairs/Standard Terms

Chair terms shall normally begin the first day of a semester. Elections may be held only during the academic year, normally before the end of the previous semester. Chair terms may be extended or reduced by small portions of a semester to effectuate a normal term. The Chancellor may also appoint an interim Chair(s) for brief periods to facilitate a standard term or in other situations upon early vacancy until elections can be held and/or completed.

K. Reduced Workload for Department Chairpersons and Others

An individual who becomes a Chairperson shall have his normal workload reduced automatically by three hours per semester by virtue of the increased duties and obligations inherent in the position of Department Chairperson.

A Chairperson may obtain a further workload reduction from the Dean of his or her college and under the guidelines of the College Workload Implementation Committee (if any) if such further workload reduction is warranted by the size and complexity of the Department and its program(s).

Provided, however, the workload for a Departmental Chairperson shall not be reduced, due to said status, to less than three hours per semester and shall not be in excess of nine (9) hours per semester.

Provided further than 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 for Academic Affairs on any issue relating to his or her reduced workload. The decision of the Provost for Academic Affairs shall be final and binding.

The reduction received by a Department Chairperson for being Chairperson shall not restrict his/her right to apply for a research reduction according to the provisions of Article XVI, Workload, or to utilize any other reduction that may be appropriate or available under the provisions of this Agreement.

As union business reasonably requires, a reduced workload of three (3) credit hours during the academic semester or the equivalent for a librarian if applicable (irrespective of and in addition to any other reduced workload granted the individual under this Article or Article XVI) shall be granted to the MSP President, the MSP Treasurer, and the MSP Grievance Coordinator. The Vice President and Secretary shall for reasons and the same conditions described above receive a reduced workload of three (3) credit hours during the academic year. (The MSP President, Vice President, Secretary,

Treasurer, and Grievance Coordinator shall be entitled to preferred scheduling flexibility to facilitate performance of their duties.)

The University shall provide specifically identified part-time faculty, in addition to that normally provided to a department, to teach courses normally assigned to officers on released time. Departments shall continue to receive the FTE for courses assigned to part-time faculty.

It shall be permissible for coordinators of graduate and other special academic programs or other individuals performing supplemental academic administrative duties, to be granted some workload reduction by colleges or departments in accordance with appropriate procedures, and it is recommended that they do so where the reduction is demonstrably proportionate to the amount of extra work involved.

L. Department Committees

1. The members of the department shall elect the membership of those departmental committees specified by this Agreement.
2. Other department committees may from time to time be established pursuant to departmental procedures and for purposes not in conflict with this Agreement.

M. Assistant Deans: Retention of Unit Rights

If Assistant Dean positions are filled by individuals who come from the Unit, they shall not lose their unit rank and tenure rights; increments received for and upon entering administrative service shall be reviewed and proportionately reduced when they return to the Unit.

N. Academic Collegiality

Academic administrators, chairs and faculty shall strive to work collegially in mutual respect. Wherever the clear preponderance of a college's chairs believe strongly that the action of a Dean or other University administrator seriously violates academic collegiality, their objection shall be made known to the Office of Academic Affairs and a response shall be made within 48 hours by that office. Should this respond time not be met, the concern will move to the Chancellor for resolution.

The assertion of a collegiality violation is independent of and in no way limits contractual grievance rights or the legal obligation to bargain over changes in conditions and terms of employment.

O. Department Membership

For purposes of this Article, and for all other contractual purposes, each faculty member shall be a member of one department only and that shall be the department where he/she does the preponderance of his/her teaching. Where an individual does some work for another department, the Chair of his/her principal department shall consider that work in evaluations and related matters. It shall be permissible for the chair of the principal department, or for the individual faculty member, to solicit a supplemental evaluation of such additional work from the Chair of the other department and for that other Chair to write such supplemental evaluation where it has been solicited.

Such multi-department teaching situations may be arranged administratively through consensual collegial processes without the necessity of formal Board action provided that the individual holds a Board appointment in his/her principal department. In such instances, the individual may use and be described in official documents by his/her formal appointment with the secondary program in parenthesis. Example: Associate Professor of Academic Studies (Performance). In special situations, and in situations where the individual does not hold Board appointment in what will be his/her principal department, formal Board appointment of Joint Appointment shall be required. However, regardless of the mode of recognition of the secondary program, no arrangement regarding secondary programs and/or departments shall in and of itself impact upon contractual provisions or requirements.

P. Colleges Without Departments

In small colleges that do not have departmental structures the college faculty shall elect a chairperson of the faculty who shall perform the evaluations and related functions required by this Agreement of the Department Chair. That individual and/or an elected college committee shall oversee the process of scheduling faculty teaching assignments; such assignments shall be subject to review by the Dean under the provisions of the Workload article of this Agreement.

Q. Library Division Heads

A Librarian Division Head is a unit member nominated by professional Liberians in each library division and appointed by the director to perform professional duties which the director may mutually define with the division head and from time to time reassign as needed.

R. Department Chair Training

Each semester the University and the MSP will mutually agree to the terms and the scope of the mandatory training period for all department chairs. (Personnel committee chairs that are invited may attend on a voluntary basis.) The training will encompass procedural requirements provided by the contract as well as relevant training. For example, the training may include updates from human resources, including affirmative action issues and workshops on problem solving methods.

ARTICLE XVIII

SUPPORT SERVICES AND FACILITIES

A. Support Services

The University shall, within the limits of its resources, but as a high priority, provide to faculty members and other Unit members where appropriate, all normal, traditional and reasonable academic and professional support services and facilities. This shall include but not be limited to, office space, meeting rooms and/or lounges; equipment, furnishings, supplies; secretarial and typing service; library, computer, telephone, laboratory and technical services; internal and external mail services; payroll, personnel, and fringe-benefits implementation services; parking; maintenance and/or janitorial services; and other appropriate work facilities that are clean, well-lighted, maintained at reasonable temperatures, safe and healthful.

The University agrees to provide working conditions that meet health and safety standards provided for in applicable state statutes. When a condition is found not to meet such standards, the University agrees to remedy such conditions as soon as reasonably possible; provided further, however, that no bargaining unit member shall be compelled to work under conditions which confront him/her with an imminent safety and/or health danger.

B. Planning and Implementation

1. Implementation and coordination of contractually guaranteed support services shall be the general administrative responsibility of the Provost for Academic Affairs. Support service priorities and resources allocated to colleges shall be under the residual responsibility of the College Dean. It shall be the obligation of the College Dean, and particularly the Assistant Dean in colleges with such a position, to see to it that college services are organized so as to be actually available to faculty members for appropriate professional purposes in pursuit of collegially formulated objectives within the limits of available resources.
2. Each year, the Administration shall issue an updated comprehensive organization chart and a revision of its five-year, long-range plan together with priorities for the upcoming year. The list of priorities should specifically include goals set by the Chancellor. The Chancellor agrees to discuss and to consult with the MSP prior to making his/her final determination for setting annual goals and priorities.
3. Except in emergencies, whenever possible, prior to the administration undertaking foreseeable and consequential actions that bear upon support services of importance to the faculty, Department Chairs and librarians, the Associate Provost for Academic Affairs and/or other appropriate University administrator(s), shall meet and/or consult with representatives of the MSP and/or appropriate faculty/librarian personnel.

C. Parking

Within normal working hours during the academic year, the University shall allocate and make available in designated lots sufficient total parking space to assure all Unit members a reasonably convenient parking space on the appropriate campus at the time of the unit's normal maximum presence on that particular campus. The specific allocation and accompanying regulations shall be made in a Joint Memorandum which

shall be part of this Agreement. If the parking space allocation and/or parking regulations prove inadequate or excessive, they shall be promptly adjusted through subsequent Joint Memorandum of Agreement and, except in emergencies, such Joint Memoranda shall be the exclusive method of altering arrangements which impact the contractual parking rights of the Faculty/Librarian Unit.

The Chancellor of the University hereby agrees to take all feasible administrative action through the Provost for Academic Affairs and the Vice Chancellor for Administration and Finance to keep these unit-staff areas free of unauthorized vehicles, snow, and any other impediments on days that classes and examinations are scheduled.

No spaces may be reserved for individual bargaining unit members without the agreement of the MSP.

This Article and any subsequent Joint Agreements which may be issued under its authority shall supersede all previous policies, contractual provisions and memoranda whether or not they contain provisions to the contrary.

D. Office Space

Office space designated for department use will be allocated by the Chairperson of each department. Such office space shall be suitably equipped with a desk, chair, and filing cabinet for each full-time faculty member. Wherever feasible, and consistent with the academic space needs and planning of the appropriate department and college, office space shall be assigned to full-time faculty members on a continuing basis, from year to year. Each full-time faculty member shall have access to his office from 7:30 A.M. to 9:00 P.M., Monday to Friday, except for official holidays, throughout the academic year. Access at other times may be provided by special arrangement.

E. Secretarial Services

All faculty members shall have access to secretarial services for the preparation of materials for professional activities associated with University responsibilities including but not limited to teaching, research, and service. Secretarial services shall also be provided in appropriate support of official Departmental functions.

The University's goal shall be to provide secretarial services at as low a ratio of secretaries to faculty members as resources permit, and to provide access to word processing to all faculty and librarians in support of appropriate professional activities, as resources permit.

F. Maintenance of Service Levels

The obligations imposed by this Article on the University and the MSP shall be a part of the continuing obligation to bargain, implement and perform in good faith.

ARTICLE XIX

SALARY AND OTHER FINANCIAL BENEFITS

Preamble and Conditions Precedent

The cost items contained in this Agreement, which are contingent upon additional, specific, complete and identifiable appropriation by the General Court, shall not become effective unless the appropriation necessary to fully fund such cost items has been enacted in accordance with Massachusetts General Laws.

A. Salary Adjustments

1. Effective the first pay period of July, 2012, each bargaining unit member on the payroll July 1, 2012, who meets the eligibility criteria for satisfactory performance shall receive a salary rate increase of 1.75% based on the unit member's July 1, 2012 salary.
2. Effective the first pay period of January, 2013 each bargaining unit member on the payroll January 1, 2013, who meets the eligibility criteria for satisfactory performance shall receive a salary rate increase of .5% based on the unit member's January 1, 2013 salary.
3. Effective the first pay period of January, 2013, each bargaining unit member on the payroll on January 1, 2013 shall be eligible to receive a merit award from a 1.25% pool based on the total annual salary rate of all full-time employee equivalents in the bargaining unit on January 1, 2013, calculated after implementation of A, 2 above.
4. Effective the first pay period of July, 2013, each bargaining unit member on the payroll July 1, 2013, who meets the eligibility criteria for satisfactory performance shall receive a salary rate increase of 1.75% based on the unit member's July 1, 2013 salary.
5. Effective the first pay period of January, 2014, each bargaining unit member on the payroll January 1, 2014, who meets the eligibility criteria for satisfactory performance shall receive a salary rate increase of .5% based on the unit member's January 1, 2014 salary.
6. Effective the first pay period of January, 2014, each bargaining unit member on the payroll on January 1, 2014 shall be eligible to receive a merit award from a 1.25% pool based on the total annual salary rate of all full-time employee equivalents in the bargaining unit on January 1, 2014, calculated after implementation of A, 5 above.
7. If a bargaining unit member is denied the base increase(s) stipulated in Section A above he or she may have such denial reviewed by the Dean, who shall review all the circumstances of said denial. If the Dean disagrees with the decision to deny the increase, the bargaining unit member shall receive the increase. If the Dean agrees with the denial, the bargaining unit member may have such denial reviewed by the Chancellor, who shall review all the circumstances of said denial. If the Chancellor disagrees with the denial, the bargaining unit member shall receive the increase. If the Chancellor agrees with the denial, the bargaining unit member may, with the approval of MSP/MTA, request review of the denial by a tripartite panel

consisting of one member designated by MSP/MTA, one member designated by the Chancellor, and one member jointly selected by the parties from a standard list of arbitrators designated by the Chairperson of the Board of Conciliation and Arbitration. The standard of review shall be whether the Employer can demonstrate by compelling evidence that the denial of the increase was justified and that the Employer did not change its standards after the date of this Agreement in order to effect the denial. If a majority of the panel determines that the denial of the increase was not justified, the bargaining unit member shall receive the increase retroactive to the effective date. The panel's review shall be conducted on an expedited basis, without the submission of written briefs, and shall be final. The MSP/MTA and the administration will share equally in the payment of the arbitrator.

7. Revised Salary Schedule

<u>Faculty Rank Minimum*</u>	Eff. <u>7/1/11</u>
Instructor	\$51,847
Assistant Professor	\$59,705
Associate Professor	\$69,918
Full Professor	\$87,202
 <u>Librarian Rank Minimum*</u>	 Eff. <u>7/1/11</u>
Instructor Librarian	\$51,847
Assistant Librarian	\$59,705
Associate Librarian	\$66,918
Full Librarian	\$87,202
 <u>Promotion Rates</u>	
Assistant Professor	\$6,615
Associate Professor	\$8,269
Full Professor	\$13,230
 Assistant Librarian	 \$6,615
Associate Librarian	\$8,269
Full Librarian	\$13,230

Promotion salary increases will be implemented during the first pay period in September.

8. Any faculty member or librarian whose salary is currently below the minimums effective on July 1 of this agreement, shall move to the new floor before the increase(s) provided in Section A. shall be applied

B. Merit Programs and Awards

1. College Merit

- a. Effective the first pay period of January, 2013, 50% of the 1.25% merit pool, as adjusted, shall be distributed to bargaining unit members in accordance with Article XIX, Section B., 4., College Merit.

- b. Effective the first pay period of January, 2014, 50% of the 1.25% merit pool, as adjusted, shall be distributed to bargaining unit members in accordance with Article XIX, Section B., 4., College Merit.

2. Dean's Merit

- a. Effective the first pay period of January, 2013, 50% of the 1.25% merit pool, as adjusted, shall be distributed to bargaining unit members in accordance with Article XIX, Section B.,5., Dean's Merit.
- b. Effective the first pay period of January, 2014, 50% of the 1.25% merit pool, as adjusted, shall be distributed to bargaining unit members in accordance with Article XIX, Section B.,5., Dean's Merit.

3. Evaluation Deadlines

All Unit Members will be evaluated on the indicated schedule by their Department Chairperson (or Library Division Head, as the case may be) in accordance with the provision of this section and the Evaluation Article of the Agreement. A copy of the evaluations made by the Chairperson (and alternative evaluations and rebuttals if any) will be forwarded to the appropriate College Dean (or Director of Libraries, as the case may be) in accordance with the following deadlines.

UNIT MEMBER MERIT EVALUATION DEADLINES

Unit member Vitae/Document	Chairperson or Lib. Div. Head	Dean or Lib. Director	
<u>Deadline</u>	<u>Deadline</u>	<u>Deadline</u>	<u>Evaluation Period</u>
5/1/2013	5/13/2013	6/10/2013	5/1/2011 - 4/30/2012
5/1/2014	5/13/2014	6/10/2014	5/1/2012 - 4/30/2013

4. College Merit: Determination of Satisfactory or Unsatisfactory Performance

Each bargaining unit member who was employed in the Unit during the period under evaluation is expected to file a vita form with his/her Department Chairperson (or Library Division Head, as the case may be). Persons who fail to file a timely vita evaluation form shall NOT be evaluated under the above process, and any person who fails to so file shall be deemed to have opted for consequences identical to a formal finding of "Not Satisfactory," including the forfeiting of the College Merit Increment. [It shall be the responsibility of individuals on leave of absence or sabbatical who wish to qualify for the increment to arrange to file the form despite their absence; where the leave began prior to adoption of this Agreement, the Department Chair shall make a reasonable effort to notify the individual.] Because of the time of the adoption this Agreement, the deadline for the Unit member to file for the first evaluation period shall be announced at a later date.

The College Dean (or Director of Libraries, as the case may be) shall meet with the Chairperson of each Department immediately following receipt of all evaluations. The Dean and the Chairperson will review all evaluations submitted for each evaluation period. If the Dean believes a recommendation of "Not Satisfactory" is called for, he or she shall so indicate and then review the evaluation of the

individual in question with the Chair of the College Personnel Committee (or Library Personnel Committee, as the case may be). In the event that the chair of the College (or Library) Personnel Committee is the same person as the department chair/chair of the faculty, then a previously selected member of the College Personnel Committee shall participate in any non-satisfactory dean's recommendation. At the request of either, the Department Chair may be called in again to clarify matters in his/her evaluation, if necessary. If the Chair of the College Personnel Committee agrees with the Dean's recommendation of "Not Satisfactory," the individual in question will be deemed "Not Satisfactory." If the chair of the College Personnel Committee and the Dean cannot agree on such recommendation(s), they will ask another previously selected member of the College Personnel Committee to join them to make a recommendation by majority vote for such individual(s) concerning whom disagreement exists.

Department Chairs forward their personal vitae to their College Dean, Library Division Heads (or any Librarian reporting directly to the Director) shall forward their vitae to the Director of Libraries. The review process for Department Chairs and Library Division Heads shall be the same as that followed for other unit members, i.e. in the event a Dean believes a recommendation of "Not Satisfactory" is called for, the Chairperson of the College Personnel committee shall be called in to meet with the respective College Dean or the Director of Libraries.

The College Dean shall forward the names of all Unit members in their college or the library who received a "Not Satisfactory" recommendation or who failed to participate in each distinct evaluation-merit process to the Provost for Academic Affairs; these named individuals shall not receive a College Merit Award for that process. All others, i.e., those who received a "Satisfactory" recommendation, shall receive a College Merit Base Award. A copy of the list of those who will not receive a College Merit base increment award shall be available in Deans' Offices for examination by unit members and copies shall be sent automatically by each Dean to the MSP Official Designee and the MSP Chairperson. Once this process is completed, and the names of eligible unit members established, the College Merit Award in the amount of .625% of the unit member's salary shall be added to the base salary of such members effective as indicated herein.

The evaluation processes described above shall also be the basis for the awarding of Merit at the College and Department levels. College and Departmental programs are separate and individuals eligible and deemed "Satisfactory" under the College Merit Program may receive awards under programs in accordance with the provisions of each. There shall also be a separate supplemental professional development grant program at the University level.

5. Dean's Merit: Determination of Merit Awards

Funds accumulated each year under this provision shall be allocated to Colleges (including the Library) in that proportion which the total college unit payroll bears to the total campus unit payroll. After reviewing evaluations and meeting with Department Chairs (Division Heads) as described above, the College Dean (Director of Libraries) in his/her sole judgment shall award these funds to unit members in that college as Dean's Merit Awards. These awards shall be made in recognition of and/or to encourage outstanding achievement by unit members in teaching or service or research or any combination thereof during the evaluation period. Each award shall be added to the recipient's base salary and shall not exceed \$1000 per award cycle. The decision of the College Dean (Director of Libraries) may be

appealed by a unit member to the Provost, whose decision is final. The MSP will be notified of the amounts of College Merit and Dean's Merit given to each unit member.

C. Professional Development Reimbursement Grants

The contract will guarantee funding for Professional Development Support as follows:

- 1) There will be an annual allocation of \$400 for use in professional development by each tenure system faculty, clinical faculty member, lecturer and librarian for expenses;
- 2) There will be an additional annual allocation of \$400 per faculty member to academic departments for professional development managed by the chair in consultation with an elected committee of three tenured faculty members, in response to brief proposed requests;
- 3) There will be a continuation of two competitive research grant pools -- one for \$75,000 for tenured faculty, and one for \$75,000 for pre-tenure faculty -- allocated by the Vice Provost for Research after recommendations from a faculty committee appointed by the Provost;
- 4) Faculty who have accepted presentations/papers at primary national societies will be reimbursed for registration and travel expenses up to a minimum of \$1,000;
- 5) Faculty who have accepted presentations/papers at recognized international and regional professional societies, may submit a request for reimbursement of registration and travel expenses up to a minimum of \$1,000 to their chair, whose recommendation is forwarded to the Dean for final decision.

Librarians also may request additional funds from the Library Director for professional development, including but not limited to reimbursement for registration and travel to professional conferences for presentations/papers.

These Professional Development Reimbursement Grants are intended to fund professional travel, equipment, page publication charges, typing, duplicating, and other publication and research related costs; tuition expenses and/or associated travel expenses for Unit members seeking to improve their academic credentials in their present field or in a new field of importance to the University; off campus library use fees; dues for professional journals and/or society memberships; and other appropriate expenses acceptable under established practice and/or which contribute to professional development and/or meet other agreed upon professional and/or University needs. Equipment purchased through the University with Professional Development funds shall remain the property of the University.

D. University Merit-Equity

1. Reclassification: Equity / Merit Provisions

The parties agree that among University Faculty and Professional Librarians, the most significant normal mode of recognition of long run meritorious accomplishment is achievement of higher rank. Therefore, the parties agree to the following program of salary adjustment to insure that achievement of each higher rank coincides in equitable fashion with a minimum salary level, both initially and through time.

The University shall continue to fund initial promotion rank-merit increments such that the level of this funding shall be a specific flat amount of money for promotion to each of the various ranks and the average award for all types of promotions considered together shall be ten percent. In any year that resources do not permit immediate payment, the university shall have a debt against appropriate future

funds. Individuals shall receive either the promotion increment or shall be moved up to the appropriate established minimum for their new rank, whichever is the greater.

The University agrees that it shall continue to make promotions at all ranks (and under the "grandfather" clauses) over the life of this Agreement in an overall number which shall approximate the rate of promotions which has prevailed since the merger that created the University of Massachusetts Lowell. This obligation is undertaken to assure a reasonable number of promotions of tenured unit members and shall not be interpreted in any manner whatsoever to obligate the University to grant promotions which carry simultaneous tenure.

2. University Professional Development Program

Professional development being essential to the scholarly growth of the unit members, funds from the Chancellor of the University shall be awarded in the form of supplemental professional development grants as the Chancellor shall see fit to reward faculty (or librarian) accomplishment and/or in support of faculty (librarian) professional development objectives. In so doing, the Chancellor may consult with appropriate administration officials or faculty members.

3. University Salary Review Merit Recognition

Salary Review shall continue as a long run University Merit process that permits adjustment of an individual member's salary.

The parties agree that a joint committee will be appointed to study the current salary review process. The committee will issue a report at the start of the Spring semester, 2013, with recommended changes to the process, and the parties shall mutually determine whether to implement any of the recommended changes effective beginning the Academic Year 2013-2014.

a. Availability

(1) It shall be available in the following situations:

- Tenured unit members are eligible to apply if they will have held their rank within the unit for at least three academic years at the end of the semester during which the review process takes place.
- Non-tenured unit members may apply for salary review in any year during the period they are untenured at the University with the special restriction that in proceeding through the review process set forth below, persons not receiving a positive recommendation at any review level may not proceed to the next review level.

In all instances, individuals seeking review shall do so on the grounds that:

- the level of meritorious academic distinction they have achieved based upon their current and continuing level of achievement, and/or
- their career-long record of accomplishment, and/or
- their "personal market value" based upon the salaries paid for individuals of their level of accomplishment in their particular academic areas at comparable universities is not fully reflected in their salary rate and that therefore, an increase is warranted.

Achieving promotion is the recommended method of improving one's professional salary and academic position; consequently there shall be a strong presumption against salary review applications from contractually promotable individuals.

Since at the Full Professor rank, most applications shall claim a level of distinction, meritorious achievement and 'value' such as to justify an increase to a point beyond the target figure, (which is expected to be at or near the national average salary for Professors at all AAUP Category 1 Doctoral Institutions) the achievements of applicants shall be carefully evaluated in light of conditions, standards and salary rates at Universities across the nation.

All applications through category (1) are subject to the limitation on frequency of application noted below. Non tenured unit members are eligible to receive temporary salary increments only; temporary increments being received by untenured individuals who achieve promotion shall expire on the date the promotion becomes effective, even if they would not otherwise yet expire, unless this rule is waived by the Chancellor of the University in his sole discretion. Eligible individuals may apply for promotion and for salary review during the same review cycle; however, if the promotion application is successful salary adjustments under salary review normally shall not be granted.

- (2) Temporary increment as part of starting salary for new hires.

The Chancellor may authorize a temporary increment along with a permanent salary as a part of a "salary package" for a new hire. The temporary increment may be renewed in the usual manner.

- (3) Tenured or non tenured unit members regardless of rank who achieve the distinction of obtaining a terminal credential in a critical area where such credentials are generally recognized to be extremely scarce in comparison to the demand.

Such persons may apply on the grounds that the receipt of the credential has produced a sudden radical alteration in their individual professional situation.

- (4) Persons who submit resignations because of salary inadequacy

Tenured or non tenured persons at any rank, who believe that their level of distinction, credentials, and accomplishment in their academic area (i.e., their personal "market value") is so out of line with their salary that they cannot wait for incremental adjustments through time and who submit with their application for review a legally binding letter of resignation effective at the end of the academic year and revocable only by mutual consent of the individual and the University, may apply. Persons applying under this category who are below their rank target figure and thus presumptively eligible for target program distributions, shall not waive eligibility for the immediate next such distribution as in category (1).

b. Salary Review Process

(1) Process for determining whether or not review shall take place

Individuals apply for Salary Review directly to the Dean no later than the last day in March. Applications shall include full documentation as to career achievements, salary history including current salary level, a written statement setting forth the individual's argument for review and augmentation and any other appropriate material in support of the claim. Applications must clearly specify under which of the above categories the application is being submitted. In the absence of such specification, category (1) will be presumed. The Dean shall submit candidate applications for salary review directly to the College Personnel Committee without recommendation. The College Personnel Committee will review said applications and forward its recommendations to the Dean of the College. The Dean shall consider applications for salary review and shall make a positive or negative recommendation as to whether or not a Salary Review seems warranted. The Chancellor of the University, after reviewing the recommendation of the Dean shall decide to recommend or not recommend a Salary Review by a Salary Review Panel.

(2) Salary Review Panel

If Chancellor so recommends, the matter shall go before a Salary Review Panel: a faculty member or academic administrator from this or another University appointed by the Chancellor of the University, a faculty member or academic administrator from this or another University appointed by the MSP, and a faculty member or academic administrator from another university selected by the first two; or a group of three jointly selected. If the panel believes an individual's current salary level is adequate, they shall recommend no change. If they believe it is inadequate, they shall recommend an appropriate increment. They may recommend a permanent increment (normally in the approximate size of a promotion increment) which shall go on the base without time limit and/or, they may recommend an appropriate temporary increment. But temporary increments may be awarded only under category (2) or (3), or renewal where already in existence. That part of such individual's salary which is a temporary increment shall not be eligible salary under the provisions of this Agreement, although the funds represented by such temporary increments shall be a part of the total full-time unit employee equivalent salary amount and shall be included in calculations of ranks averages. Where temporary increments are awarded, at the end of three years, the individual's base salary shall be reduced by the amount of such temporary salary review increment, provided that, the increment, or a lesser one or a greater one may be renewed, but only through another Salary Review process with a positive outcome. [Non tenured individuals may receive a temporary increment only.] The Chancellor may choose to renew a temporary increment without resubmitting the renewal to a panel where the Chancellor believes that the considerations that led to the initial awarding of the increment continue to apply.

The panel recommendation shall go to the Chancellor who shall review it, and make his recommendation. If a panel fails to recommend an increment, it need not give reasons. If it does recommend an increment, it shall indicate

in a brief written statement what considerations led to its decision. The panel shall make systematic comparisons and sustain claims for salaries above the rank averages only when justified by broad regional or national practice. (Demonstration that some particular individual at the University of Massachusetts Lowell or elsewhere with arguably inferior qualifications is receiving a higher salary than the applicant shall not in and of itself justify augmenting the applicant's salary). The panel shall also consider the actions of previous Salary Review Panels. It shall be permissible for the panel to arrange to confer with the Chancellor, or vice versa, but either the Chancellor or the panel may decline to participate in such conferences.

In any given year, there shall be one panel per applicant, or one panel for all applicants or any combination of panels and applicants as the Chancellor of the University, in his sole discretion, shall deem advisable.

(3) Grievances

The MSP may grieve what it believes to be significant procedural violations only, for which procedural remedies only shall be appropriate. Decisions of lower level recommending authorities and decision of Salary Review panels shall not be grievable. Decisions by the Chancellor and the Board shall be exercises of academic judgment and grievable only to the extent the Agreement permits in such instances. (It is specifically understood that administrative judgments arising from the need to adjust awards to fit available funds are a form of academic judgment.)

c. Limitation on Application

A unit member who is granted a base increase adjustment may not apply for salary review for three academic years, starting with the year that the adjustment is made. There shall be no application restriction for those who are denied for Category a., (1). Category 1., (2), may be utilized only at the time of hire. Application under a., (3), may occur once for each critical credential at issue. Application under a., (4), may occur in any year when the conditions there set forth are met. In all instances, increments awarded are subject to available funds.

d. Salary Review Increases

A unit member may be awarded base salary increases that range from \$2,000 to \$15,000. Amounts required to exceed \$15,000 may occur provided that the parties agree with a higher amount.

4. Teaching Excellence Awards

The University shall provide in each year of this agreement a sum equal to \$1,000 for each Department consisting of less than twenty full-time faculty and \$2,000 for each department consisting of twenty or more full-time faculty. Each Department will be responsible for determining the criteria and procedure for granting their respective awards with the understanding that the departments will include student evaluations within the criteria they set for making such determinations.

Each Department will grant teaching awards in the same manner. Recipients of teaching awards are not eligible for consideration the following year.

E. Salary Adjustments for Individuals on Leave and Temporary Part-Time Status

1. Individuals on Sabbatical Leave

Individuals who are on sabbatical leave during some part of an evaluation period which falls within the duration of this Agreement are entitled to share in all annual salary rate adjustments provided therein for which they would be eligible had they not been on sabbatical leave. Such members will be evaluated for their research, publication, and service achievements for the whole of the appropriate evaluation period and will be evaluated for their instructional effectiveness only during that portion of the evaluation period when they were not on sabbatical leave. It is understood that actual salary adjustment payments will be in accordance with the established sabbatical leave payment.

2. Individuals on Leave Without Pay

a. Salary Rate Adjustments

Individuals on leave without pay shall have their annual salary rates adjusted according to the provisions of this Agreement as if they were continuously employed and not on leave. However, any such adjustments shall not become effective until an individual has been reinstated to the University payroll. Similar considerations shall apply to the placement payments under the reclassification program.

b. Merit Salary Rate Adjustments

Individuals on leave without pay during some part of an evaluation period which falls within the duration of this Agreement may be declared eligible for part or all of the merit salary annual rate adjustments provided therein if the leave activity is consonant with the purpose for which sabbatical leave may be granted. Declaration of such eligibility shall be at the sole discretion of the Chancellor.

If an individual is declared eligible for merit, he or she must be evaluated through the normal process for the appropriate evaluation period(s). Such an individual will be evaluated for his or her research, publication, and service achievements for the whole of the appropriate evaluation period and will be evaluated for his or her instructional effectiveness only during that portion of the evaluation period when he or she was not on leave.

In order to qualify for part or all of the merit provisions of this Agreement, an individual who has been on leave of absence without pay during part or all of an evaluation period herein prescribed must apply for merit consideration through the Provost for Academic Affairs to the Chancellor and must include with his or her application a summary of professional leave activities.

The decision of the Chancellor concerning merit eligibility for an individual on leave without pay is not subject to the grievance provisions of Article VIII of this Agreement, and accordingly, no grievance may be filed relative to such a decision.

3. Individuals Temporarily On Less Than Full Time

Individuals who are temporarily on less than full-time status as a result of a "buy-out" arrangement which has been approved under provisions of this Agreement for the exclusive purpose of pursuing scholarly activities funded by external agencies through the University of Massachusetts Lowell are entitled to share in all salary rate adjustments provided by this Agreement for which they would be eligible if they were on full-time status. Such members will be evaluated for their research, publication and service achievements for the whole of the appropriate evaluation period and will be evaluated for their instructional effectiveness only during that portion of the evaluation period when they teach. It is understood that the actual salary adjustments which are made for the period of less than full-time status will be in accordance with the individual's percent of reduction from full-time status.

Other unit members who are officially granted temporary part-time status shall collect pro-rated salary increases during the period of temporary part-time employment and shall be eligible to collect all full rate increases when full-time status is resumed. Where the period of part-time employment is part of an evaluation period for merit, it shall be treated as a partial leave of absence and the individual may be declared eligible for all or part of the merit increase under the terms of this Article.

F. Grievances

It is understood that all processes of: 1) Merit and Professional Development Awards; 2) University Salary Review Merit recommendations and awards except as specifically indicated above; 3) allocation of University Professional Development Program funds; 4) the Reclassification-Equity/Merit provisions; 5) Teaching Excellence Awards and 6) recommendations of the Salary Equity Study Committee are not subject to the Grievance Procedure of this Agreement.

No individual unit member may file a grievance related to any of the above six categories. However, in the case of an alleged failure to follow procedures of this Agreement which significantly affects an entire Department or College, or in the case of an alleged failure to follow procedures of this Agreement which significantly affects an individual adversely in a capricious manner, the MSP, through its Official Designee, may file or authorize filing of a limited grievance concerning procedure only, on behalf of a department or departments, a college or colleges, and/or an individual or individuals for which a procedural remedy only may be appropriate.

ARTICLE XX

SUPPLEMENTAL BENEFITS

A. Paid Leaves of Absence

1. Sick Leave

- a. All Unit members shall be entitled to ten (10) days sick leave for each academic year of service. All librarians employed to work a twelve (12) month work year shall be entitled to thirteen (13) days of sick leave for each year of service. Sick leave will accrue monthly, according to parts (1), (2), and (3) below, for each payroll month served from date of hire.

- (1) In the case of every member of the bargaining Unit entitled to ten (10) days of sick leave, accrual will be at the rate of three and eight-tenths ($3 \frac{8}{10}$) hours for each payroll period of employment during the academic year, and
- (2) In the case of every member of the bargaining Unit entitled to thirteen (13) days of sick leave, accrual will be at the rate of one half day (3.75 hours) per pay period of employment.
- (3) A Lecturer otherwise entitled to benefits also shall be granted sick leave credits in the same proportion that his/her part-time service bears to full-time service.

A renewal contract will be deemed a continuation of service. Credits for periods of less than one pay period's employment with pay shall not be allowed.

- b. Sick leave shall be granted to a Unit member only under the following conditions:
 - (1) When he or she is incapacitated for the performance of his or her duties by sickness or injury;
 - (2) When through exposure to contagious disease the presence of the Unit member while performing his or her duty would jeopardize the health of others;
 - (3) In the case of serious illness of the spouse, child, domestic partner, parent of the Unit member or of a person living in the immediate household of the Unit member.

It is agreed that established practice shall be continued as to the following: calculating the number of days per week that a faculty member taking sick leave will be charged; non-allocation of sick leave credit during sabbatical leave; and permitting or restricting the use of sick leave and/or the sick leave bank in connection with b.(3) immediately above.

- c. Notification of any absence for the purposes set forth in subsection A.1.b. of this Article shall be given by the Unit member concerned to the Chancellor or his designee as early as possible on the first day of such absence. If such notification is not made, such absence may, at the discretion of the Chancellor or his designee, be deemed an unpaid leave of absence. For any period of

absence on account of sickness, the Chancellor or his designee may require, for the purpose or additional evidence only, a physician's certificate for the necessity of such absence. If such certificate is not filed within seven (7) calendar days after a request therefore, such absence may be deemed, at the discretion of the Chancellor or his designee, to be an unpaid leave of absence.

Where an individual has provided the physician's certificate as described above and his/her illness continues for at least an entire monthly pay period, the Chancellor of the University (and not a designee) may condition the granting of further sick leave (or the use of the sick leave bank) upon the individual's submitting to examination by a physician of the University's choosing at its expense, at a place and time reasonably convenient to the unit member. If there is a conflict between the member's physician and the University's physician, the dispute shall be promptly settled by a physician agreed upon jointly by the University and the MSP/MTA, cost to be born jointly by the University and the member. If this third physician concludes that the individual is not too sick to work, no further sick leave will be granted nor need it be further granted if the individual is clearly being uncooperative or evasive.

- d. Sick leave not used in any year may be accumulated.
- e. The previously established Sick Leave Bank shall continue to be maintained for the benefit of all those Unit members who shall have chosen, pursuant to the terms of this Agreement, to be members thereof.

Effective one month from the effective date of his or her initial appointment, a unit member shall automatically become a member of the Sick Leave Bank and one day of his or her accumulated personal sick leave shall be assigned to the Bank. Unit members may choose not to participate in the Bank by completing a form for this purpose, which shall be made available in the Personnel Office.

During the term of this Agreement, a Unit member 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 his or her accumulated personal sick leave.

No Unit member shall be entitled to become a member of the Sick Leave Bank except as herein before provided. The Vice Chancellor for Administration and Finance shall have the Director of Human Resources or other appropriate administrator maintain a Sick Leave Bank Register which shall provide a membership listing and the number of Sick Leave days accumulated in the Bank.

Five (5) days after the exhaustion of his or her accumulated paid leave a member of the Sick Leave Bank may draw upon the Sick Leave Bank. A Unit member drawing upon the Sick Leave Bank is entitled to accumulate personal sick leave in accordance with the provisions of the foregoing paragraph except that the amount of such sick leave shall accrue in its full amount to the Sick Leave Bank, not to the Unit member.

Whenever the accumulation of sick leave days in the Sick Leave Bank shall fall below fifty (50) days, the Vice Chancellor for Administration and Finance shall have the Director of Human Resources or his/her designee or other appropriate administrator notify the members of the Sick Leave Bank. (A copy of such information also shall be automatically transmitted to the Official Designee of

the MSP.) Any member of the Bank wishing to remain a member thereof shall, within fifteen (15) days after the giving of such notice by the Director of Human Resources, assign one (1) additional day of his or her accumulated personal sick leave to the Bank; provided, however, that any member of the Sick Leave Bank wishing to remain a member thereof and who shall have exhausted his or her accumulated personal sick leave 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 entitled to personal sick leave; and provided further that such member shall retain all of his or her rights in the Bank until such period for assigning an additional day shall have expired.

The Vice Chancellor for Administration and Finance shall have the Director of Human Resources or his/her designee or other appropriate administrator inform each member of the collective bargaining Unit on or before September 15 of each year of the number of his or her accumulated sick leave days as of September 1 of that year. A copy of such information shall be transmitted to the President, at his/her request.

- f. Individuals who are retrenched pursuant to the provisions of Article XIII of this Agreement and are later re-employed shall be credited with their sick leave credits as they existed at the termination of their previous service. In addition, any such individual shall be entitled to draw on the Sick Leave Bank, if he or she was so entitled on the date on when he or she left the employ of the University.
- g. A Unit member who receives disability compensation which is provided by statute and is entitled to any individual sick leave allowance may take such of his or her individual sick leave allowance payment as, (when added to the amount of the disability compensation provided by statute) will result in the payment of his or her full salary. The Sick Leave Bank shall not be used for this purpose.
- h. A Unit member having accumulated sick leave credits who is injured while in the performance of his or her duty, and such injury results or could result in a claim under Chapter 152 of the General Laws (Workmen's Compensation Act), shall be paid for sick leave up to the extent of his or her accumulated sick leave credits or until payments under the Workmen's Compensation Law begin. Any adjustments due to a Unit member because of the effects of this provision shall be made thereafter. The Sick Leave Bank shall not be used for this purpose.

2. Funeral Leave

Upon evidence satisfactory to the Board of Trustees or its designee of the death of the husband, wife, child, brother, sister, parent, or spouse's parent, of any Unit member, or other person living in his or her immediate household, funeral leave with full pay shall be granted for a period not exceeding four (4) consecutive work days. In addition (2) consecutive working days shall be available for use by a unit member in case of the death of his/her spouse's brother, sister, grandparents, great grandparents or grandchild.

3. Military Leave

- a. Every unit member shall be entitled, during the time of his/her service in the armed forces of the Commonwealth, under Sections 38, 40, 41, 42, or 60 of

Chapter 33 of the General Laws, or during his/her annual tour of duty of 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 his or her ordinary remuneration and also shall be entitled to all leaves of absence provided in this Agreement.

Any unit member who is a member of a reserve component of the armed forces of the United States and who is 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.

- b. Any unit member who, on or after January 1, 1940, shall have tendered his or her resignation, or otherwise terminated his or her employment, for the purpose of serving in the military or naval forces of the United States and who does or did so serve or was 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 Unit member shall be deemed to have resigned or to have terminated his or her employment, until the expiration of two (2) years from his or her termination of said military or naval service.
- c. Leave of absence with pay shall be granted to unit members on the occasion of appearances before local draft boards or draft appeal boards, or for physical examinations ordered by said boards.
- d. A unit member who is rejected by the armed forces of the United States shall be granted leave of absence with pay from the time at which he or she is ordered to report to the draft board until the time of his or her rejection, and, in addition, for such period of time, not to exceed forty-eight (48) hours, as may be required for travel in connection herewith.

4. Court Leave

- a. Unit members who are called for jury duty shall be granted court leave. Notice of service shall be filed with the Provost for Academic Affairs upon receipt of summons.
- b. If jury fees received by a unit member amount to more than his or her regular rate of compensation, he or she 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 Chancellor, and shall be deemed to be on leave of absence with pay. If the jury fees amount to less than the unit member's regular rate of compensation, he or she shall be deemed to be on leave of absence with pay and he or she shall turn said fees over to the Chancellor with a court certificate of service.
- c. Expenses reimbursed by the court for travel, meals, room, etc., shall be retained by the Unit member and shall not be considered part of the jury fees.
- d. Unit members 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, that if any unit member 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 unit member shall not be granted court leave with pay. Notice of service shall be filed with the Chancellor upon receipt of summons.

- e. Witness fees and all other fees, except jury fees, received for service during office hours shall be paid to the Chancellor. Whenever a unit member is called for jury duty or appearance occurs during his or her vacation, there will be no necessity to account for any fees received during such period.
- f. Expenses reimbursed the unit member for travel, meals, room hire, etc., shall be retained by the Unit member and shall not be considered as part of the witness fees.
- g. When a unit member has been granted court leave for jury or witness service and is excused by proper court authority, he or she shall report back to his or her official place of duty whenever the interruption in jury or witness service will permit four (4) or more consecutive hours of employment.
- h. Court leave shall affect no employment rights.
- i. No court leave shall be granted when the employee is the defendant or is engaged in personal litigation, unless such litigation arises out of the proper and legitimate performance of his/her assigned responsibilities.

5. Other Leave

Such other leaves as are herein authorized also shall be available to unit members, provided that whenever the granting of any such leave is discretionary, such discretion shall be exercised by the Chancellor or his designee.

- a. To permit unit members who are veterans to pay tribute at the funeral in Massachusetts of veteran dead, the Chancellor shall grant leave of absence with pay to veterans who are members of firing squads, color details, pall bearers, buglers or escorts participating in such services.
- b. Unit members 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 Board or its designee shall immediately initiate a workmen's compensation claim and further payments because of such prophylactic inoculation shall cease.
- c. Unit members 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.
- d. Leave of absence with pay may be granted for the following absence:
 - (1) Red Cross Blood donations,
 - (2) Oral and written examination for the State service conducted by the Division of Civil Service or the Division of Registration,
 - (3) Physical examination for the State service or the Division of Registration,

- (4) State Retirement physical examinations,
- (5) Hearings in Industrial Accident cases as the injured person or as a witness therein¹³.

6. Exclusions from Leave Deduction

Upon the written application of a Unit member through his or her Department Chairperson, the Chancellor of the University or his/her designee, may grant such Unit member permission to attend a convention, meeting of a learned society, or other professional function without loss of compensation.

7. Vacation Leave for Librarians

All full-time librarians, of whatever rank, shall be entitled to an annual vacation leave. Vacation leave shall be taken in accordance with a schedule which shall be established by the Director of Libraries and subject to the approval of the Provost for Academic Affairs or his designee.

Librarians shall be eligible for vacation leave subject to the following provisions:

- a. Beginning at the end of the first payroll month (hereinafter in this Article "month") of employment, vacation leave with pay shall be credited to full-time librarians at the end of each full month of employment, as follows:

Length of continuous
full-time "creditable
service" as of the end
of each applicable month

Vacation Leave
Accrued:

Less than ninety-six (96)
months (8 years) in service of
the Commonwealth

1+ 5/6 days per month
(total of 22 days per year)

Ninety-six months (96), but
less than one hundred ninety-
two (192) months (16 years) in
service of the Commonwealth

1+ 9/10 days per month
(total of 23 days per year)

One hundred ninety-two (192)
months, but less than three
hundred (300) months (25 years)
in service of the Commonwealth;

2 + 1/12 days per month
(total of 25 days per year)

Three hundred (300) months
(25 years) or more in service
of the Commonwealth

2 + 1/2 days per month
(total of 30 days per year)

- (1) For determining vacation status under this Article, "creditable service" only shall be used. All service beginning on the first working day of the first full month at the University of Massachusetts Lowell where rendered, and all service thereafter becomes, "creditable service" provided there has not been

¹³ Any witness fees received by such injured person or witness shall be refunded to the Board

any break of three (3) years or more in such service as referred to in Section 1. of this Article. In computing a librarian's vacation status, all "creditable service" from the first working day of the first full month at the University of Massachusetts Lowell up to the end of each full payroll month of service rendered shall constitute the "creditable service" which shall be used to establish vacation credit for such month. Anything in the foregoing to the contrary notwithstanding, a librarian shall, on the effective date of this Agreement, be deemed to have that "creditable service", if any, which he/she had at the termination of the predecessor Agreement.

- (2) For the purpose of this Article, the phrase "in service of the Commonwealth" shall mean service in any department/agency of the Commonwealth and/or service at the University or other segment of public higher education in the Commonwealth. It shall not mean service in any political subdivision of the Commonwealth or service for any other public or private employer.
- b. Vacation leave accrued during any pay period shall be credited on the last day of the pay period based on the librarian's full-time equivalent status on that date and shall be available for use the following day.
 - c. A full-time librarian on Leave Without Pay and/or Absent Without Pay in any pay period shall accrue vacation leave for such pay period pro rated based on the number of hours paid.
 - d. A librarian who is reinstated or reemployed after less than three (3) years shall have his/her prior service included in determining his/her continuous service for vacation purposes.
 - e. The Appointing Authority shall grant vacation leave within twelve (12) months after it is credited, unless it is impossible or impracticable to do so because of work schedules or emergencies.

No librarian shall carry more than sixty four days of vacation leave credit without the prior mutual agreement of the librarian and the Provost for Academic Affairs. Any librarian who has available unused vacation leave, and who, because of the provisions of this Article (Vacation), would lose such vacation leave, shall have such vacation leave converted to sick leave on the last day of the month in which such vacation leave would be lost if not taken.

- f. Absences on account of sickness in excess of the authorized sick leave provided in this Agreement may be charged, unless otherwise notified by the librarian, to vacation leave, if any.
- g. Upon the death of a librarian who is eligible for vacation under this Agreement, payment shall be made in an amount equal to the vacation leave which had been accrued prior to the librarian's death but which had not been used by the librarian up to the time of his/her separation from the payroll, provided that no monetary or other allowance has already been made therefore.
- h. A librarian who is eligible for vacation under this agreement, whose services are terminated for any reason, excluding dismissal for cause shall be paid an amount equal to the vacation leave that had been accrued prior to such termination but which had not been used, provided that no monetary or other allowances had already been made therefore.

- i. A librarian who is reinstated or reemployed shall be entitled to his/her vacation status at the termination of his/her previous service; provided, however, that no credit for previous service may be allowed where reinstatement occurs after absence of three (3) years unless approval of the Appointing Authority is secured for any of the following reasons:
 - (1) Illness of the librarian;
 - (2) Dismissal through no fault or delinquency attributable solely to the librarian; or
 - (3) Injury while in the service of the Commonwealth in the line of his/her duties and for which the librarian would be entitled to receive Worker's Compensation benefits.
 - j. Vacation leave shall accrue to a librarian while on a Leave With Pay status or on Industrial Accident Leave.
 - k. Vacation leave accrued following a return to duty after Leave Without Pay or Absence Without Pay shall not be applied against such leave or absence.
 - l. A librarian who is on Industrial Accident Leave, who has available unused vacation leave, and who because of the provisions of Section E of this Article would lose such vacation leave, shall have such vacation leave converted to sick leave on the last day of the month in which such vacation would be lost if not taken.
 - m. Notwithstanding the above, all librarians hired before July 1, 1980, shall receive twenty five vacation days after ten years of service.
8. Holidays
- a. The following shall be holidays for librarians:
 - New Year's Day
 - Martin Luther King Day
 - Washington's Birthday
 - Patriot's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Columbus Day
 - Veteran's Day
 - Thanksgiving Day
 - Friday after Thanksgiving
 - Christmas Day
 - b. A librarian required to work on a holiday shall receive one (1) compensatory day off with pay or if a compensatory day cannot be granted by the Appointing Authority because of a shortage of personnel or other reason then he or she shall be entitled to pay for one (1) day at his/her regular rate of pay in addition to pay for the holiday worked.

- c. Whenever any holiday falls on a Sunday, such holiday shall be deemed to fall on the day following. Whenever any holiday falls on a Saturday, such holiday shall be observed consistent with the rules and regulations of the Commonwealth. Such holidays shall be granted in accordance with and subject to the provisions of this Article.
- d. Unit members shall be permitted to observe certain religious holidays in accordance with established practice.

9. Paid Personal Leave

Effective the first pay period in January every unit member who is employed to work a twelve (12) month work year shall be credited with seven (7) personal leave days which may be taken during the following twelve months at a time or times requested by the employee and approved by the Provost for Academic Affairs or his designee. Unit members who are hired after January 1 shall be credited with personal leave days in accordance with the following schedule:

<u>Date of Hire into Unit</u>	<u>Personal Leave Days Credited</u>
January 1 through March 31	7
April 1 through June 30	5
July 1 through September 30	4
After September 30	3

Any such leave when so taken shall be taken without loss of pay. Any personal leave not taken by the end of the first pay period in January of the year in effect will be forfeited by the member of the bargaining unit. Personal leave may be used in conjunction with vacation leave.

B. Unpaid Leaves of Absence

[NOTE: Payroll deductions cease during unpaid leaves. To maintain continuity of union membership or alternative status during a leave, contact the MSP Treasurer before the leave begins.]

1. Professional Leave

Upon application of a Unit member a recommendation by the Chancellor of the University, the Board or its designee may grant to such member leave without pay for such term, upon such condition, and for such purpose as the Board or its designee may determine. The purposes for which a Unit member may submit his or her application for unpaid leave may include, but shall not be limited to the following:

- a. Advanced Study
- b. Participation in exchange teaching programs in other states, territories, and countries;
- c. Participation in a cultural program related to his or her professional responsibilities; and

- d. Service in a public office in which he or she has been elected or appointed and for such other purposes as may be allowed under the laws of the Commonwealth.

Any Unit member granted an unpaid leave of absence shall retain those benefits accrued during the period of his or her leave which are permitted by statute and policies of the Board of Trustees.

A Unit member granted professional leave without pay shall submit in writing to the Chancellor a summary of the professional activities pursued during such leave.

2. Maternity Leave

Any full-time female Unit member who has been employed at least three (3) consecutive months and who has given notice at least two (2) weeks prior to her anticipated date of departure, and who has given notice of her intention to return, is entitled to be absent from such employment for a period not exceeding eight (8) weeks for the purpose of giving birth. Such leave shall be without pay for such period. Such unpaid leaves of absence may, at the discretion of the Board of Trustees and upon the request of the individual, be extended for such period as the Board may deem appropriate.

Any Unit member taking such a maternity leave, upon her return to work, will be restored to her previous position or a similar position, with the same status, pay and seniority; provided, however, that any such member shall be subject to all the provisions of Article XIX of this Agreement concerning salary adjustments while on leave.

Accrued sick leave benefits shall be provided for disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom. Such benefits shall be provided for maternity leave purposes under the same terms and conditions which apply to other temporary disabilities. Apart and above any consideration of disabilities a female member may apply up to eight weeks of personally accrued sick leave pay for maternity leave but may not use the Sick Leave Bank for such purpose. The maternity leave time shall be construed as creditable service for purposes of vacation leave, sick leave, and seniority time.

3. Paid Parental/Adoptive Leave

Full-time faculty and librarians who become the biological or adoptive parents of a child under five years of age, shall receive, upon request, up to a one semester paid leave. In the event that two unit members become the biological or adoptive parents of a child under five years of age, only one may request the one semester paid leave. During that semester which shall be the semester in which the child's birth or adoption occurs or an adjacent semester, the faculty member or librarian shall be required to use his/her accrued sick leave. Any otherwise eligible faculty member or librarian with insufficient accrued sick leave may draw against the sick leave bank.

4. Unpaid Parental Leave

Upon written application to the Chancellor, or designee, including a statement of reasons, any full-time Unit member who has been employed at least three (3) consecutive months and who has given notice at least two (2) weeks prior to his/her anticipated date of departure and who has given notice of his/her intention to

return, may be granted unpaid parental or adoptive leave from such employment for a period not exceeding one academic year; provided, however, that whenever such leave when so granted will terminate during the course of an academic semester, the Chancellor may, at his sole discretion, require that such leave shall terminate at the end of the semester during which it would otherwise terminate. Such leave shall be without pay for such period.

The purposes for which a Unit member may submit his/her application for such unpaid leave may include, but shall not be limited to:

- a. Except as maybe covered under the terms of the FMLA or Section 3 above, the need to care for, or to make arrangement for the care of a minor dependent child of the Unit member, whether or not such child is the birth, adopted or step-child of such member; or
- b. To discharge any other responsibilities or duties in his/her capacity as the parent of a minor dependent child, whether or not such child is the birth, adopted, or step-child of such member

Any Unit member taking such parental leave, upon his/her return to work, will be restored to his/her previous position or a similar position, with the same status, pay, and seniority; provided, however, that any such member shall be subject to all provisions of Article XXI of this Agreement concerning salary adjustment while on leave.

Except as provided above a Unit member on parental leave shall not be entitled to use any accumulated sick leave, but upon cancellation or expiration of the parental leave, such member shall regain his or her right to sick leave.

The Board shall continue to cover all employees of the bargaining unit member the plan now in effect during the term of this Agreement, pursuant to the provisions of Chapter 32A, Sections 5, 6, 8, 10, and 10A of the Massachusetts General Laws.

5. Parental Postponement of TDY

A non-tenured faculty member who, due to reasons consistent with those outlined in the Family Medical Leave Act, may, at his/her discretion, delay, for one year his/her tenure decision date. A faculty member choosing to exercise this option shall notify his/her department chair, in writing, no later than one semester following the return from such leave.

6. Family Medical Leave Act

The parties agree to the implementation of Trustee Policy #T93-123, "Family Medical Leave Policy", for bargaining unit members.

C. Insurance

1. Health and Accident Insurance

The Commonwealth and each covered employee shall pay the monthly premium rate for the Group Insurance Plan in a percentage amount to be determined by the General Court for the type of coverage that is provided to such employee and his or her dependents under the Plan.

2. Workmen'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.

D. Tax Deferred Annuities

The Board of Trustees shall continue its policy of permitting the purchase of annuities by Unit members pursuant to the provisions of Chapter 15, Section 18A of the General Laws. (cf. Support Services Article.)

E. Travel Expenses

Subject to the following provisions, all unit members shall be compensated for travel expenses for which prior authorization has been given by the Chancellor or his designee:

1. For expenses incurred for travel that is required in the discharge of a unit member's prescribed duties and that is authorized as such by the Chancellor or his/her designee, a unit member shall be reimbursed as follows:

- a. Employees authorized to use their own cars in the course of their work shall be reimbursed the mileage rate authorized by the Board of Trustees travel policy. If a higher rate is approved by the University Board of Trustees or the Presidents Office during the life of this Contract, it shall be allowed. Parking and tolls are reimbursable, upon submission of receipts, in addition to the regular statewide mileage rate. Whenever use of any other mode of transportation is necessary and has been so authorized, the cost of all fares shall be allowed.
- b. Employees authorized to travel for more than twenty-four hours in connection with their employment shall be reimbursed for reasonable lodging expenses, including reasonable tips.

Employees shall be governed by the provisions of Trustee Policy Doc. T92-031 and its successors. This policy provides for a per diem meal allowance of \$30.00 for travel in states except Massachusetts, New York City, and Washington, D.C., where the allowance shall be \$35.00 per day. When this policy is amended to provide for a per diem increase, that new rate shall replace the dollar amounts referred to above.

- c. An employee who travels from his/her home to a temporary assignment rather than to his/her regularly assigned office shall be allowed transportation expenses for the distance between his/her home and his/her temporary assignment or between his/her regularly assigned office and his/her temporary assignment whichever is less.
2. In order to facilitate and encourage participation by unit members in professional conferences, meetings and other activities related to the performance and development of their role as professionals the Board shall, in accordance with past practice but only insofar as it is possible and feasible to do so, pay, in whole or in part, such travel expenses as shall have been incurred by any unit member for the foregoing purpose, but only such expenses as set forth in paragraph 1 above, plus conference fees as may be permissible.

- a. Every request for reimbursement made pursuant to the provisions of paragraphs 1 and 2, shall be made on such form and, subject to the foregoing provisions, in such manner as may be from time to time approved by the Chancellor or his designee.
- b. The Chancellor or his designee shall, at his sole discretion, determine whether and in what amount any monies shall be paid to any Unit member as reimbursement for travel expenses pursuant to the provisions of this paragraph.
- c. Nothing in this paragraph 2. shall be deemed to derogate from the right of the Board or its designee to allocate travel monies to departments or programs within the University in such manner and subject to such criteria as the Board or its designee may deem appropriate.

F. University Tuition Waiver

The unit member, the unit member's spouse, and/or child or children through age 25, including any adopted or step-child or children, of any Emeritus member and unit member; and the unit member, spouse, and/or any such child or children of any tenured unit member deceased or retired early due to disablement, who shall be admitted as a student in the regular day program or in any regular program of Continuing Education at the University of Massachusetts Lowell shall be entitled to enroll as a student in such program without the payment of tuition.

Any such persons, who are matriculating at the University of Massachusetts Lowell on such basis at the time a member retires, may so continue. And the Chancellor, in his discretion, may extend the entitlement contained in the above paragraph to dependents not matriculated at the time of retirement where such extension, in his sole judgment, facilitates an early retirement.

For the term of the agreement, mandatory fees for spouses/dependents of unit members who enroll in regular day programs at the University shall be held at the same level as in Academic Year 2008-2009.

G. Tuition Remission Reciprocity: All Public Higher Education Institutions:

1. Unit Members

In addition, any member of the bargaining unit who shall have been admitted as a student at any institution of public higher education in the Commonwealth of Massachusetts, excluding the program for the Doctor of Medicine degree at the University of Massachusetts Medical School, shall be enrolled to matriculate as a student without the payment of tuition, provided however that in the case of any course or any program of Continuing Education, tuition shall be in the amount of 50% thereof,(except at the University of Massachusetts Lowell where it shall be waived in its entirety, including tuition for non-credit Community Service courses but admission to the latter shall be on a space available basis and subject to reasonable administrative procedures.) The right of non-faculty unit members to take courses at the University of Massachusetts Lowell during regular working hours shall be subject to reasonable restriction. Tuition remission at other institutions of Public Higher Education is subject to reasonable Board of Regents administrative procedures and guidelines.

2. Spouses and Dependent Children

The parties agree to continue to effect the present policy of the Board acting through the Chancellor regarding tuition remissions applicable to all unit members, their spouses, and dependent children providing for full tuition remission in all institutions of public higher education in the Commonwealth exclusive of the University of Massachusetts Medical School, provision for tuition remission in courses in Continuing Education, and equalizing reciprocal tuition waiver entitlements for University faculty, their spouses, and dependents.

H. Recreational Facilities

The University agrees to continue past practice relative to the free use of its recreational facilities by Unit members.

I. Health and Welfare Trust Fund

1. Creation of Trust Agreement

The parties agree to establish a health and welfare fund under an Agreement and Declaration of Trust to be drafted by the employer with input by the union and executed by the MSP/U-Mass Lowell or its specific designee and the employer. Such Agreement and Declaration of Trust (hereinafter referred to as the "trust agreement") shall provide for a Board of Trustees composed of an equal number of representatives of the Employer and the Union, and shall be executed within 60 days of the signing of this Agreement. In the alternative, the MSP/U-Mass Lowell may continue the existing arrangements.

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.

2. Funding

- a. The funding rate per each full-time equivalent employee shall be increased to thirteen dollars (\$14.50) per calendar week, effective January 1, 2014, and to fourteen dollars (\$15.00) per calendar week, effective June 1, 2014.
- b. 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 a calendar month.

3. Non-Grievable

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

4. Employer-MSP/U-Mass Lowell Liability

It is expressly agreed and understood that the Employer and the MSP/U-Mass Lowell and their agents do not accept, nor shall they 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, and that the employer's obligation to pay shall be limited to the contributions indicated under Section 2 above.

5. Funding

The Employer and the MSP/MTA agree that all funds due the University of Massachusetts Lowell Unit shall be paid as here contracted, even if initially delayed or unexpended.

J. Sick-Leave Buyout

Upon retirement from the University, a Unit member may require the University to pay for up to 20% of his or her unused personal sick-leave days. This obligation shall not be applicable to any termination of employment other than retirement from Commonwealth service. For the purpose of payment for unused personal sick-leave days, the rate of pay for one day shall be calculated as the individual's annualized rate of pay at the time of official retirement divided by 215. Employees (faculty and librarians) who are eligible to retire in accordance with the provisions of Chapter 32 of the Massachusetts General laws and decess while employed, shall have paid to their beneficiary(ies) or estate twenty percent 20% of the value of their unused accrued sick leave at the time of their death. It is understood that such payment will not have an effect upon the benefits of a retiring individual. In order to be eligible for such payment, an individual must notify the University of his or her intention to retire at least twelve months before the effective date of retirement.

However, the Chancellor may waive this notification requirement for good and sufficient reasons and may authorize a shorter notification period if required funds to pay for unused personal sick-leave days are available. The provisions of "sick-leave buyout" shall not apply to sick-leave days which have been donated to the Sick-leave Bank.

K. New Provision Licensing and Mandatory Fee Reimbursement

The University shall reimburse faculty/librarians for required professional licensing fees and specialty certificates. Faculty shall submit receipts to the College Dean in a timely manner for reimbursement.

L. Parking

Proper parking facilities within reasonable proximity of their regular work locations shall be available to the employees covered by this Agreement. Effective July 1, 2012, the annual fee for parking in designated University lots will be \$175. Effective July 1, 2013, the annual parking fee will be \$200. Such amount shall be deducted on a pre-tax basis from the bargaining unit members' pay.

The University will distribute or make available a form which must be completed by each member of the bargaining unit authorizing the University to make a monthly deduction of the parking fee. Failure on the part of the faculty member to complete such form and/or otherwise make appropriate arrangements for such payment shall result in the loss of privilege to use designated University parking lots.

M. Pension Election Information

Not later than August 1, 2009, the University and the Union will develop written information for new faculty about the decision to opt for either the Optional Retirement Plan or the State Retirement system, and the University will use its best efforts to provide such written information to each new faculty member on or before he/she makes this election.

ARTICLE XXI

SABBATICAL LEAVE

A. Eligibility

The Chancellor of the University may grant a sabbatical leave of absence to a faculty member who has served as such at the University or its predecessor institutions for at least six consecutive¹⁴ academic years following initial employment or termination of previous sabbatical leave. Subject to the provisions specified by the "Memorandum of Agreement for Sabbatical Leave of Absence," herein attached as Appendix A-10, sabbatical leave may be granted to a faculty member for a period of one year at half pay or a for a period of a half year at full pay.

B. Criteria

The criteria for sabbatical leave include but are not limited to the following:

1. Specific plans for study and research,
2. The earning of a terminal degree,
3. The retraining of a faculty member to meet current University needs,
4. Scholarships and/or fellowships.

The validity of a specific proposal shall be judged by the faculty member's department and College Dean.

C. Request for Sabbatical Leave

1. Application Deadline

A faculty member who wishes to be considered for sabbatical leave shall make written application to his or her Department Personnel Committee between October 1 and October 10 of the academic year preceding the academic year in which sabbatical leave is requested.

2. Application Requirements

Applications for sabbatical leave shall set forth the following:

- a. The date on which the faculty member will have completed six continuous years of service in the University or its predecessor institutions or, if sabbatical leave has been granted previously, the date on which the faculty member will have completed six years of continuous service after termination of such prior leave;
- b. The period for which sabbatical leave is requested;
- c. In detail, the nature of the activity which is planned during the sabbatical leave and its relationship to the applicant's objectives and his or her role at the University;
- d. the place(s) where the sabbatical leave activity is expected to take place and
- e. Disclosure of all financial compensation relative to the purpose for which sabbatical leave has been requested including, but not limited to grants, fellowships and teaching.

¹⁴ An approved leave of absence to a full-time faculty member or librarian shall not be counted as a year of service and shall not be construed as a break in consecutive years of service with the University.

D. Procedure and Time Table for Approval of Sabbatical Leave Requests

1. Department Personnel Committee

The Department Personnel Committee shall review applications for sabbatical leave promptly and shall reach decisions concerning the granting and prioritizing of sabbatical leave requests. These decisions shall be submitted to the Dean of the College, together with a departmental impact statement, by October 30 of the academic year preceding the year in which sabbatical leaves have been requested. The departmental impact statement shall explain how the concerned department must be compensated for the absence of each sabbatical leave applicant and shall specify the means by which such compensation must or can be provided. Compensatory actions may include but need not be limited to the following:

- a. Increased workload of other department faculty members,
- b. Increased class sizes,
- c. Staggering of courses on a semester basis,
- d. Postponement of applicant's courses, and
- e. Team teaching.

Insofar as possible, each department should attempt to compensate for the absence of a sabbatical leave applicant by means of its own resources.

2. College Dean

Upon receipt of the names of sabbatical applicants so recommended by department personnel committees, the Dean of the college shall review department recommendations and shall establish a priority list of names of recommended individuals. The Dean shall forward his or her recommendation to the Provost by November 10 of the academic year prior to the year in which sabbatical leaves have been requested. The Dean's recommendation shall contain an impact and resolution statement for the College.

3. Provost

Upon receipt of sabbatical leave recommendations from College Deans, the Provost shall forward to the Chancellor by November 25 those sabbatical leave requests which he has approved. The recommendations of the Provost shall include an impact and resolution statement for the University.

4. Chancellor

By December 10 the Chancellor shall notify faculty regarding their sabbatical leave requests.

E. Appeal of Denial of Sabbatical Leave Request

If a request for sabbatical leave is not positively recommended at any level of the review process, the faculty member may appeal the negative recommendation to the Chancellor.

F. Funding Associated with Sabbatical Leaves

Although colleges of the University generally will have discretionary use of unused funds accruing from sabbatical leaves, the Provost reserves the right to reallocate one half of the annual salaries of individuals on leave for the full year in order to fund necessary replacements for individuals who have been denied sabbatical leaves of one semester for reasons of replacement funding. To assure that the privileges of sabbatical leave will be available to all colleges in the University, regardless of their current resources or to allow the granting of sabbatical leave under what might be defined as extraordinary circumstances, a college may petition for the use of funds in the "03" account to provide for temporary replacement of individuals who have applied for sabbatical leaves.

G. Savings Clause

Notwithstanding provisions of this Article to the contrary, the University and the Union agree jointly to seek a policy change or a legislative enactment, as may be appropriate, to achieve sabbatical leave conformity with customary practice in Higher Education.

H. Librarian Sabbatical

In recognition of the critical academic support function of librarians, the importance of their learning to the common academic enterprise, and the necessity of their having research opportunities in appropriate instances, it is agreed that there may from time to time be librarians highly qualified from a research standpoint with serious, appropriate and highly significant research projects pending who should and shall be eligible for a form of sabbatical leave opportunity. The application procedures, criteria, duration, etc. shall be formulated by the MSP librarian representative and the Director of Libraries, subject to the approval of the Provost provided that, notwithstanding anything else to the contrary, there shall be no appeal or grievance rights from the judgment of the Provost as to whether or not a particular librarian sabbatical should be granted; his judgment shall be final.

The Director of Libraries shall insure that a memorandum setting forth the application procedures, criteria, duration, etc. is issued to Librarians.

I. Non-tenured Faculty/Librarian Sabbatical

The parties understand that mentoring and monitoring the progress of faculty who have yet to attain tenure is important for the faculty member and continued success of the University. It is well understood that tenure is obtained by several criteria among which include research and publication. In order to provide a non-tenured faculty member the necessary time and underwriting for this important aspect of tenure consideration, a one-half year paid sabbatical leave may be granted between the unit member's third and sixth year of employment. Those non-tenured faculty members hired after September 2009 shall be eligible for a reduced workload of three courses, which will be scheduled singly or in combination up to three during their second through fifth years of employment at such times as in the judgment of the faculty member will further his/her research and publication, and also are approved by the department chair. Except as provided herein, the process for requesting and granting such leave shall be consistent with the procedures set forth in sections A, B, C, D, and H of this Article. It is understood that a leave for the purposes described herein will not impact the sabbatical leave process for tenured faculty. All costs, including the cost of replacement faculty associated with this provision shall be borne by the University so as not to adversely impact the sabbatical leave process for tenured faculty.

J. Sabbatical Information

The University will provide the MSP with the following information about post-tenure sabbaticals: names (including department and college) of all applicants, names of awardees, names and reasons for denials, other information as requested and mutually deemed feasible to obtain and share.

ARTICLE XXII

APPROPRIATION BY THE GENERAL COURT

This Agreement shall be in full force and effect from and after July 1, 2012; provided, however, that nothing contained herein shall be deemed to impose on the University of Massachusetts Board of Trustees any obligation the discharge of which may require the expenditure of moneys for which an appropriation may be required to be sought pursuant to General Laws Chapter 150E, Section 7, as amended, until such time as such appropriation shall have been duly made by the General Court pursuant to the said provision of the General Laws, and until such time as moneys so appropriated in the amounts requested by the Trustees pursuant to the said Section 7 shall have been allocated to the appropriate accounts of the University; and provided further that, notwithstanding the foregoing, whenever the General Court shall not have acted pursuant to the said provision, or whenever such moneys have not been so allocated and the Trustees shall have moneys allocable to the discharge of any obligation herein contained and any such moneys shall have been so allocated in the Regents' discretion, such obligation shall be discharged in such measure as obligation shall be discharged in such measure as such moneys so allocated shall permit.

Nothing herein shall discharge the Commonwealth from any obligation of contract.

ARTICLE XXIII

NO STRIKE CLAUSE OR LOCK OUT

- A. No faculty member covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, or withholding of services, except as otherwise provided in Chapter 150E.
- B. The MSP/MTA agrees that neither it nor any of its officers or agents will call, instigate, authorize, participate in, sanction or ratify any strike, work stoppage, slowdown or withholding of services, except as otherwise provided in Chapter 150E.
- C. Should any professional member or group of professional members covered by this Agreement engage in or attempt to engage in any unlawful or illegal acts in the nature of a strike, work stoppage, slowdown, withholding of services, or other acts interfering with the access of others to the University premises, or access to equipment and material on the premises; or do any injury to any persons or property on or around the University's premises, or engage in any other acts prohibited by law or by this Agreement; the MSP/MTA shall promptly disavow any such acts or attempt to act, and shall use all reasonable means to induce the Unit member or group of Unit members to cease and desist all their illegal acts, and shall refuse to assist, aid or abet the individuals or groups engage in unauthorized and illegal conduct.
- D. The Board agrees not to lock out any Unit member during the term of this Agreement.

ARTICLE XXIV

DURATION AND EXTENT

A. Duration

Unless otherwise stipulated, this Agreement shall be effective from July 1, 2012 to June 30, 2014. The parties agree to commence negotiations for a renewal Agreement on or before January 1, 2014.

B. The Board and the MSP and its affiliates acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the applicable area of collective bargaining and that the understandings and agreements arrived at by the Parties after the exercise of that right and opportunity set forth in this Agreement and shall constitute the sole Agreement between the parties for the duration thereof.

Therefore, the Board and the MSP/MTA for the life of this Agreement each voluntarily and unqualifiedly waive their rights, and agree that the other shall not be obliged to bargain collectively with respect to any subject or matter not specifically referred to or otherwise secured or covered by this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both Parties at the time they negotiated or signed this Agreement, except for matters arising out of or resulting from the reorganization of higher education.

ARTICLE XXV

SAVING CLAUSE

If any of the provisions of this Agreement shall in any manner conflict or contravene any Federal Law, Statute, or the rules and regulations promulgated thereto, such provision shall be considered null and void and shall not be binding to the parties hereto; in such event, the remaining provisions of this Agreement shall remain in full force and effect.

The Parties, upon the request of either party, may request a bargaining session to discuss the provision(s) which were declared null and void.

The provisions of this Article notwithstanding, the Parties may, by mutual agreement, upon the request of one or both parties, reopen negotiations on the provisions of this Agreement prior to the expiration date as provided in Article XXIV.

ARTICLE XXVI

AGENCY SERVICE FEE

A. Statutorily Based Provision: Designated Agency Service Fee

As a condition of employment during the term of this Agreement, every member of the Bargaining Unit who is not also a member of the Union shall pay, by payroll deduction a designated agency service fee, the Board and the Union having hereby stipulated and agreed that the sum so payable is proportionately commensurate with the cost to the Union of collective bargaining and contract administration. Such fee so required to be paid shall be payable on or before the thirtieth (30th) day next following the beginning of employment of any such Unit member, on or before the thirtieth (30th) day next following the effective date of this Agreement, whichever shall be later. The fee shall be designated as such by the payer in accordance with the established administrative and fiscal practices and requirements of the MSP/U-Mass Lowell. Individuals who pay a designated agency service fee are not union members.

Any other provisions of this Agreement to the contrary notwithstanding, every Unit member who shall have failed to fulfill the condition of employment as is herein prescribed shall be subject to immediate dismissal and shall be so dismissed by the Board; provided, however, that such dismissal shall be effected by notice promptly issued by the Board or its designee to such Unit member after the MSP/U-Mass Lowell shall have notified the Chancellor that such Unit member has not fulfilled the condition herein prescribed. The said notice shall be sent by registered mail, return receipt requested, and shall give such Unit member fourteen (14) days from the date of its receipt to fulfill the said condition. Within the said fourteen (14) days, the Board or its designee shall grant such Unit member such opportunity to respond to the said notice as the Board may from time to time prescribe for the purposes of this provision.

Whenever such Unit member shall not have fulfilled the condition herein prescribed within the said fourteen (14) days, the Board shall act to dismiss such individual at the meeting next following the expiration of the said fourteen (14) days; provided, however, that the Board need not so act if such Unit member fulfills the said condition prior to the date of such meeting. (cf Appendix A-3)

B. All dues and fees shall be by payroll deduction

C. Payroll deduction shall be permitted for unit members who wish to participate in MTA's VOTE, a political action committee. All payroll deductions for unit members shall be allocated in equal amounts in each paycheck. A bargaining unit member who wishes to participate must consent in writing to the authorization of the deduction from his or her wages and to the designation of VOTE as the recipient thereof. Such consent shall be in a form acceptable to the Employer/University Administration and shall bear the signature of the bargaining unit member. A bargaining unit member may withdraw his or her authorization by giving at least sixty (60) days notice in writing to his or her campus personnel office. The Employer/University Administration shall deduct contributions from the pay of bargaining unit members who request such a deduction in accordance with this Article and transmit such funds to the VOTE holding account within thirty days after the last day of the month in which the deduction is made, provided that the Employer/University Administration is satisfied by such evidence as it may require that the treasurer of VOTE has given a bond, in a form approved by the Employer/University Administration, for the faithful performance of his or her duties in a sum and with such surety or securities as are satisfactory to the Employer/University

Administration harmless from any an all claims, demands, liability, const or damages arising from or related to this Article. An amount equal to one-tenth (1/10) of the annual dues certified by the VOTE treasurer shall be deducted monthly from September through June from the pay of bargaining unit members who have consented to said deductions as provided above.

This Agreement was duly executed by the parties on the 6th day of March, 2012.

For the Board of Trustees of
the University of Massachusetts
Lowell

For the MSP/MTA

Chancellor

MSP President

Provost

MTA Representative

PAYROLL DEDUCTION AUTHORIZATION

APPENDIX A-2

UNIVERSITY OF MASSACHUSETTS LOWELL
Massachusetts General Laws. Chapter 150 (e). Section 10

PROHIBITED PRACTICES: EMPLOYERS, EMPLOYEES

- (a) It shall be a prohibited practice for a public employer or its designated representative to:
 - (1) interfere, restrain, or coerce any employee in the exercise of any right guaranteed under this chapter;
 - (2) dominate, interfere, or assist in the formation, existence, or administration of any employee organization;
 - (3) discriminate in regard to hiring, tenure, or any term or condition of employment to encourage to discourage membership in any employee organization;
 - (4) discharge or otherwise discriminate against an employee because he has signed or filed an affidavit, petition, or complaint or given any information or testimony under this chapter, or because he has informed, joined, or chosen to be represented by an employee organization;
 - (5) refuse to bargain collectively in good faith with the exclusive representative as required in section six;
 - (6) refuse to participate in good faith in mediation, fact-finding, and arbitration procedures set forth in sections eight and nine;
- (b) It shall be prohibited practice for an employee organization or its designated agent to:
 - (1) interfere, restrain, or coerce any employer or employee in the exercise of any right guaranteed under this chapter;
 - (2) refuse to bargain collectively in good faith with the public employer, if it is an exclusive representative, as required in section six;
 - (3) refuse to participate in good faith in the mediation, fact-finding and arbitration procedures set forth in sections eight and nine.

APPENDIX A-3

ADDENDUM IN PARTIAL SETTLEMENT OF THE STATUTORY BASED CONTRACTUAL AGENCY FEE OBLIGATION

The Massachusetts Society of Professors and the Board acknowledge the provision in Article XXVI which is authorized by the Laws of the Commonwealth and adopt such provision for the University. However, recognizing the drastic nature of the remedy provided in said statutorily based provision, the MSP and Board adopt the following Addendum in Partial Settlement of the Statutorily Based Contractual Agency Fee Obligation.

It is understood and notice is hereby given that it is a condition of employment at the University and a requirement of good standing in the unit for bargaining unit members to either join the MSP or pay the Agency Service Fee or make the In Lieu of Agency Fee payment as provided in Article XXVI of the Contract.

Before invoking the sanction provisions of that Article, the MSP agrees to first transmit annually to the Provost for Academic Affairs a list of persons who are or are not in good standing. It is further agreed that as long as persons not in good standing remain so and pending clarification of their status, no discretionary professional activity reimbursements shall be approved and processed for such individuals, including funds allocated for individual reimbursement under section D., 2., b. of the Salary Article of the Agreement. When such individual clarifies his status in a timely way, such reimbursements, if otherwise satisfactory may be approved. [In addition, the MSP may require that special parking privileges on university premises be restricted, and in the case of persons working on individual contract, may require that no subsequent contract be issued until such person's status is clarified.]

The MSP agrees to make no formal demand, nor take further action against individuals not in good standing, nor require the Board to take any such action for a reasonable period of time; provided that, such forbearance by the MSP will not prejudice its right to require the Board to invoke the provisions of Article XXVI at a future time, and provided

APPENDIX A-4

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.

I. 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 Vice Chancellor for Research in evaluating Inventions, Tangible Research Materials, and Copyrightable Works.
- G. Exempted Scholarly Work - A Scholarly Work that falls within certain categories of Copyrightable Works that have been formally recognized by the University as being Scholarly Works. The University currently recognizes the following categories of Exempted Scholarly Works: textbooks, class notes, research articles, research monographs, student theses and dissertations, paintings, drawings, sculpture, musical compositions, poetry, and popular fiction and nonfiction. The President may adopt additional categories of Exempted Scholarly Works. 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.
- H. Intellectual Property - Inventions, Copyrightable Works, and Tangible Research Materials.
- I. Invention - A discovery or development that is protectable under the patent laws of the United States or 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 his or her 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 art or literature. As described below, whether a Copyrightable Work is a Scholarly Work will be determined by the Director and Vice Chancellor for Research 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.
- O. Vice Chancellor for Research - The Vice Chancellor for Research at each campus, or where no such person exists, the Provost (or their designees).

II. 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 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.

III. 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 Vice Chancellor for Research.
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, (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 III.B.2. or III.B.3. 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 III.C.3. below, the University will relinquish its rights in Intellectual Property to the inventor or creator of that Intellectual Property at his or her 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.

1. Disclosure to the University - Disclosure forms should be submitted to the CVIP or the Vice Chancellor for Research. The Vice Chancellor for Research and the CVIP will exchange copies of all disclosure forms that each receives. The Vice Chancellor for Research 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.
 - 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 III.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.

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 Vice Chancellor for Research, in addition to the disclosure form, a request for treatment of the work as a Scholarly Work and a brief explanation of why the work should be a Scholarly Work.

In the case of an Invention or Copyrightable Work that the Covered Individual claims is not subject to University ownership because the Intellectual Property was developed without significant use of University resources, the Covered Individual should submit to the CVIP or Vice Chancellor for Research, 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 III.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 Vice Chancellor for Research 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 ordinarily no later than ninety (90) days, and for Copyrightable Works ordinarily no later than thirty (30) days after the CVIP or the Vice Chancellor for Research receives a complete and accurate disclosure form and any other information that the CVIP or the Vice Chancellor for Research 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 III.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 Vice Chancellor for Research 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 Vice Chancellor for Research will decide whether there was in fact significant use of University resources.
 - c. Evaluation of Commercial Potential: The Evaluation Committees - In the case of an Invention or Copyrightable Work that the Covered Individual discloses for possible commercialization by the University, the Director and the Vice Chancellor for Research will determine its commercial potential. To assist in this determination, the Director and the Vice Chancellor for Research may consult with patent or copyright counsel and outside experts in particular fields.

In addition to these resources, the Director and the Vice Chancellor for Research may seek the advice of various Evaluation Committees with expertise in various fields of research, which Committees the President shall have authority to establish at his or her 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 Vice Chancellor for Research 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 his or her 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 Vice Chancellor for Research 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 Vice Chancellor

for Research 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 Vice Chancellor for Research under Section III.C.2., 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 Vice Chancellor for Research 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 his or her 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 Vice Chancellor for Research 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.

E. 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 Vice Chancellor for Research 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 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 Vice Chancellor for Research will attempt to minimize delays in publication, but a delay of up to ninety days is often necessary for evaluation. The CVIP and Vice Chancellor for Research 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 he or she 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 Vice Chancellor for Research 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 Vice Chancellor for Research 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 Vice Chancellor for Research 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.

1. Distribution of Non-Equity Revenue Derived from Commercialization - Royalty income and other non-equity revenue derived from the licensing of University-owned Intellectual Property will be distributed at the end of each accounting period as follows:
 - a. The University will be reimbursed for any out-of-pocket expenses incurred in obtaining and maintaining patent or copyright protection for a specific item of Intellectual Property, and in evaluating and marketing such Intellectual Property.
 - b. The remaining net income will be distributed as follows:
 - Fifteen percent (15%) to the CVIP to fund patents, CVIP operations, and research grants
 - Thirty percent (30%) to the inventor or creator
 - Fifteen percent (15%) to the department or program of the inventor or creator
 - Forty percent (40%) to the campus of the inventor or creator

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

2. Acceptance of Equity - The University may accept an equity interest in a corporation, provided that before the CVIP agrees to accept equity, it must receive the approval of the Vice Chancellor for Research, 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 Vice Chancellor for Research, 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. Oversight Committee during FY08

The parties agree to establish a joint Oversight Committee, composed of three representatives of the campus administration (the Vice Chancellor for Administration and Finance, the Provost, and the Vice Chancellor for Research or comparable position, or their designees) and three representatives of the MSP to conduct a review of the operations of the CVIP and to issue a report, including recommendations, if any, to the Chancellor on or before March 1, 2008. The Chancellor would have up to sixty (60) days to review and comment upon the report and recommendations.

EXHIBIT A

Form of Participation Agreement

UNIVERSITY OF MASSACHUSETTS PARTICIPATION AGREEMENT (ver. 4/22/96)

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 III, C.1. of the Policy, I agree to make the following disclosures to the University Office of Commercial Ventures and Intellectual Property ("CVIP") or the Vice Chancellor for Research ("VC for Research"):
 - (1) 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.
 - (2) 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
 - (3) 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 III.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 III.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 III.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: _____

APPENDIX A-5

THE UNIVERSITY OF MASSACHUSETTS POLICY ON CONFLICTS OF INTEREST RELATING TO INTELLECTUAL PROPERTY AND COMMERCIAL VENTURES

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

I. 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.
- E. Conflicts Committee - Shall have the meaning set forth in Article II.
- F. Covered Individual - Any individual associated with the University, including without limitation faculty, staff, and students.
- 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. 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.
- K. Financial Interest - With respect to any Company, (i) any Equity in such Company that is directly owned by, or is under the control of, a Covered Individual or a member of his or her immediate family and (ii) Non-Equity Compensation from such 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 his or her immediate family.

L. Substantial Interest - Has either of the following meanings.

1. Clinical Research - In relation to Clinical Research that is performed or directed by a Covered Individual, "Substantial Interest" has the same meaning as "Financial Interest."
2. Non-Clinical Research - In relation to research other than Clinical Research that is performed or directed by a Covered Individual, "Substantial Interest" means either (i) Equity that represents more than five percent (5%) of the total equity in a Company or has a total current value of more than \$100,000 that is directly owned by, or is under the control of, such Covered Individual or a member of his or her immediate family or (ii) Non-Equity Compensation in an aggregate amount greater than the Threshold Amount within the prior twelve-month period that is received by such Covered Individual or a member of his or her immediate family.

M. Threshold Amount - An amount of compensation that the Conflicts Committee has determined to be substantial, which amount will be established annually by the Conflicts Committee.

N. Vice Chancellor for Research - The Vice Chancellor for Research at each campus, or where no such position exists, the Provost (or their designees).

II. 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. 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.

B. The Conflicts Committee

This Policy will be administered by a thirteen-member, University-wide Committee consisting of one member of the faculty at each campus appointed under procedures established by the campus; the Vice Chancellor for Research or his or her designee at each campus; the President or his or her designee; and two non-voting members appointed by the President from outside the University. The President shall annually select the Chair of the Committee from among the voting members. The faculty

members of the Committee shall serve three year terms and may not serve more than two consecutive terms.

The Committee shall meet on a regular basis. The Vice Chancellor for Research 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 or his or her designee and the General Counsel or his or her designee 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.

III. POLICY

A. Disclosure of Financial Interests

All Covered Individuals must disclose a Financial Interest to the Vice Chancellor for Research or his or her designee 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 Vice Chancellor for Research and approved 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 year after cessation of the research, then the Financial Interest must be disclosed to the Vice Chancellor for Research and approved 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 Vice Chancellor for Research and obtain approval of (i) certain of his or her Financial Interests that would reasonably appear to be affected by the proposed research and (ii) certain of his or her 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 Vice Chancellor for Research and approved 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 Vice Chancellor for Research, who shall notify the CVIP. If the Director or a member of the CVIP staff or the Vice Chancellor for Research has such a Financial Interest, it must be disclosed to the President or his or her 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 Vice Chancellor for Research and receive approval 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 involving a Financial Interest, unless the University has reviewed and approved both the activity and the Financial Interest that give rise to the Conflict. There are two different procedures for review and approval of these Conflicts of Interest, as set forth below. If a Conflict of Interest involves a Substantial Interest, it necessitates rigorous review that

may result in prohibition or approval accompanied by conditions. On the other hand, if a Conflict of Interest involves a Financial Interest not constituting a Substantial Interest, then the Conflict of Interest ordinarily requires a less rigorous review process and ordinarily will be approved.

1. Expedited Review and Approval of Conflicts - If a Conflict of Interest does not involve a Substantial Interest, then the Conflict of Interest will ordinarily receive expedited review and approval. Under this expedited procedure, the Vice Chancellor for Research member of the Committee will review the disclosures submitted by Covered Individuals at his or her campus and either grant preliminary approval or recommend review by the full Committee. All Conflicts of Interest that are granted preliminary approval 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 approved 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 Approval of Conflicts - If a Conflict of Interest involves a Substantial Interest, the Vice Chancellor for Research 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 Vice Chancellor for Research 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 Vice Chancellor for Research 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 Interest, (ii) are recommended for full review by the Vice Chancellor for Research, 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 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:
 - (1) postpone consideration of the matter pending further information or investigation;
 - (2) approve a Conflict of Interest because the circumstances require no action;
 - (3) approve 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
- (4) 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.

IV. 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 Vice Chancellor for Research 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.

V. Appeals

A Covered Individual may appeal an initial decision of the Committee by requesting a rehearing of the matter. 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 rehearings. 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 his or her 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.

VI. Periodic Review of Policy

At least every three 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.

(Lowell -- Ver. 4/22/96)

APPENDIX A-6

THE UNIVERSITY OF MASSACHUSETTS POLICY ON FACULTY CONSULTING AND OUTSIDE ACTIVITIES

Faculty members are expected to devote to the University their primary professional loyalty and to direct to the University their time and energy. As 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.

I. 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 his or her 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 or part-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.
- E. Vice Chancellor for Research - The Vice Chancellor for Research at each campus, or where no such position exists, the Provost (or their designees).

II. 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 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 his or her Department Chair, 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 Department Chair shall periodically provide to the applicable Dean a report on the Outside Activities of Faculty Members within that department, and the Dean 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 and Department Chairs are strongly encouraged to consult with the Vice Chancellor for Research 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.

III. INTERPRETATION AND EVALUATION

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

IV. ENFORCEMENT

The Vice Chancellor for Research 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 Vice Chancellor for Research shall refer the matter to the Conflicts Committee.

V. APPEAL

A Faculty Member may request that the Vice Chancellor for Research review any decision of his or her Department Chair concerning Outside Activities. A Faculty Member may appeal any decision of the Vice Chancellor for Research by requesting a review of the decision by the President or his or her designee. The decision of the President shall be final.

| VI. _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.

(Lowell -- Ver. 3/14/96)

APPENDIX A-7

UNIVERSITY OF MASSACHUSETTS CONFLICT OF INTEREST DISCLOSURE FORM (ver. 12/7/96)

The University Policy on Conflicts of Interest Relating to Intellectual Property and Commercial Ventures (the "Policy") requires disclosure of certain financial interests of covered individuals in certain situations. This form provides a brief overview of what constitutes a financial interest and the situations in which disclosure is required under the Policy. This summary presentation cannot substitute for the actual language of the Policy; therefore, all individuals who are associated with the University should review the Policy. Nevertheless, disclosure of financial interests in accordance with this form will satisfy the disclosure requirements of the Policy.

WHO IS COVERED?

The Policy defines a "Covered Individual" as "[a]ny individual associated with the University, including without limitation faculty, staff, and students. The Policy therefore applies to everyone associated with the University.

WHEN IS DISCLOSURE REQUIRED?

Although the Conflicts Committee has the authority to require Covered Individuals to disclose any financial interest that "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," the Committee currently requires disclosure only under the following circumstances. However, the Committee also encourages Covered Individuals to disclose any financial interest and circumstances that they believe may present a significant conflict of interest.

I. Certain Relationships with Commercial Organizations. The University requires all Covered Individuals to disclose the following conflicts of interest:

- (1) if a financial interest exists because a Covered Individual or any member of his or her immediate family (i) serves as an officer, director, partner, employee, consultant, or agent of a commercial organization; (ii) owns or controls an equity interest in a commercial organization; or (iii) has received more than \$1,000 in compensation during the prior twelve months, or has contracted to receive more than \$1,000 in compensation during the next twelve months, from a commercial organization; and
- (2) any of the following circumstances apply:
 - (a) the commercial organization (i) intends to fund proposed research that the Covered Individual will perform or direct for the University; (ii) currently funds research that the Covered Individual performs or directs for the University; or (iii) will receive payment for goods or services in connection with research that the Covered Individual performs or directs for the University;
 - (b) the commercial organization intends to license University-owned intellectual property (as determined under the applicable intellectual property policy) and the Covered Individual who created that intellectual property or who will negotiate the license agreement becomes aware of the intention of the commercial organization; or

- (c) the Covered Individual is a faculty member who intends to involve University students in his or her outside professional activities with the commercial organization.

Please note that subsequent disclosures are required whenever there is a significant change in the previously disclosed financial interests of a Covered Individual. The Committee currently considers that the immediate family of the Covered Individual includes spouse, parents, in-laws, siblings, children, or any relative living at the same address as the Covered Individual.

II. Compliance with Requirements of Research Sponsors: PHS and NSF.

The Public Health Service (which includes the National Institutes of Health) and the National Science Foundation require disclosure of certain financial interests by every investigator who applies for or receives grants or cooperative research agreements that are funded by such agencies, except Phase I SBIR and STTR grants. The term "investigator" includes the principal investigator and any other person who is responsible for the design, conduct, or reporting of the research, as well as his or her spouse and dependent children. If the investigator has a disclosable financial interest, it must be disclosed when he or she submits the relevant grant proposal and whenever a reportable financial interest arises during the period of an award. The PHS and NSF require all Covered Individuals to disclose the following conflicts of interest:

- (1) if an investigator has a "*Significant Financial Interest*," which is defined as anything of monetary value, including but not limited to salary or other payments for services (e.g., consulting fees or honoraria); equity interests (e.g., stocks, stock options, or other ownership interests); and intellectual property rights (e.g., patents, copyrights, and royalties from such rights), but not including any of the following:
- salary, royalties, or other remuneration from the University;
 - income from seminars, lectures, or teaching engagements sponsored by public or nonprofit entities;
 - income from service on advisory committees or review panels for public or nonprofit entities;
 - an equity interest that, when aggregated for the investigator and his or her spouse and dependent children, meets both of the following tests: (i) does not exceed \$10,000 in value as determined through reference to public prices or other reasonable measures of fair market value; and (ii) does not represent more than a five percent ownership interest in any single entity;
 - salary, royalties, or other payments (including equity) that, when aggregated for the investigator and his or her spouse and dependent children over the next twelve months, are not reasonably expected to exceed \$10,000; and
- (2) any of the following circumstances apply:
- (a) when the grant application is submitted, the Significant Financial Interest would reasonably appear to be affected¹⁵ by the proposed research;
- (b) during the period of the award, the Significant Financial Interest would reasonably appear to be affected by the ongoing research;

¹⁵ Neither agency has clarified the meaning of the phrase "reasonably appear to be affected."

- (c) when the grant application is submitted, the Significant Financial Interest is in one or more entities whose financial interests would reasonably appear to be affected by the proposed research; or
- (d) during the period of the award, the Significant Financial Interest is in one or more entities whose financial interests would reasonably appear to be affected by the proposed research.

DISCLOSURE PROCEDURES

In general, you should make any required disclosures on the attached Conflict of Interest Disclosure Statement. All completed forms should be submitted to the Vice Chancellor for Research at your campus or, if your campus lacks this position, to the Provost. The Vice Chancellor for Research or Provost may assign the task of disclosure collection to another person at the campus. The Policy requires you to submit the appropriate Disclosure Statement (i) before receiving a financial interest that would create a conflict of interest for which disclosure is required, or (ii) if the financial interest already exists, before commencing any activity that would create a conflict of interest for which disclosure is required. Shortly after you submit a disclosure statement, the conflict of interest described in the disclosure will be reviewed by the Conflicts Committee. The Committee may dispose of the conflict of interest in one of three ways: approval, conditional approval, or prohibition. You will be notified promptly after the Committee makes its decision.

In addition to these general procedures, each campus office of research administration may impose specific administrative procedures to ensure compliance with the Policy. A description of these specific procedures, if any, will be attached to this Disclosure Form.

Conflict of Interest Disclosure Statement

Name: _____

Title: _____

Campus: _____

Department: _____

Description of Financial Interest (please be specific):

Description of Activity (please include identity of commercial entities involved):

I hereby certify that I have read and understood the University Policy on Conflicts of Interest Relating to Intellectual Property and Commercial Ventures. I further certify that, to the best of my knowledge, the contents of this Financial Interest Disclosure Statement are complete and accurate.

Signature of Covered Individual: _____

Date: _____

APPENDIX A-8

UNIVERSITY OF MASSACHUSETTS LOWELL
Personnel Form #16A

Professional Vita for Annual Merit Evaluation
for the Evaluation Period
(Full-Time Faculty/Librarians)

NAME _____ DATE _____

DEPARTMENT(S) _____ COLLEGE OR UNIT _____

- A. Education (Degrees awarded and programs completed during the above specified evaluation period only).
- B. PROFESSIONAL ACTIVITIES (List activities for the above specified evaluation period only and state the nature of each activity, e.g., paper read, panel discussant, professional office held, or other professional activity.)
- C. UNIVERSITY AND COMMUNITY ACTIVITIES (List kinds of activity set forth in Service Clause of Article IX, Faculty Agreement for the above specified evaluation period only and state the nature of each activity. List only community activities which are related to professional or academic field.)
- D. GRANTS, CONTRACTS, RESEARCH, PUBLICATIONS, PERFORMANCES, EXHIBITIONS (List activities for the above specified evaluation period only by category: grants and contracts funded; articles and books published; performances and exhibitions held; and manuscripts in preparation.)
- E. INSTRUCTIONAL ACTIVITIES (List kinds of activity set forth in the Instructional Effectiveness Clause of Article IX, Faculty Agreement for the above specified evaluation period only and state the nature of each activity.)

Signature

Date Filed

CONTINUE ON BACK OF THIS FORM IF ADDITIONAL SPACE IS NEEDED.

UNIVERSITY OF MASSACHUSETTS LOWELL
Personnel Form #14

Professional Vita for Annual Merit Evaluation
for the Evaluation Period

NAME _____

DEPARTMENT(S) _____ COLLEGE OR UNIT _____

- A. EDUCATION (Degrees awarded and programs completed during the above specified evaluation period only).
- B. PROFESSIONAL ACTIVITIES (List activities for the above specified evaluation period only and state the nature of each activity, e.g., paper read, panel discussant, professional office held)
- C. UNIVERSITY AND COMMUNITY ACTIVITIES (List kinds of activity set forth in Service Clause of Article IX, Faculty Agreement for the above specified evaluation period only and state the nature of each activity. List only community activities which are related to professional or academic field.)

D. GRANTS, CONTRACTS, PUBLICATIONS, PERFORMANCES, EXHIBITIONS (List activities for the above specified evaluation period only. List only grants and contracts funded; articles and books published; performances and exhibitions held, and manuscripts in preparation.)

E. INSTRUCTIONAL ACTIVITIES (List kinds of activity set forth in the Instructional Effectiveness Clause of Article IX, Faculty Agreement for the above specified evaluation period only and state the nature of each activity.)

Signature _____ Date Filed _____

CONTINUE ON BACK OF THIS FORM IF ADDITIONAL SPACE IS NEEDED.

APPENDIX A-9

UNIVERSITY OF MASSACHUSETTS LOWELL
Personnel Form #6

COMPREHENSIVE PROFESSIONAL VITAE

(Full-Time Faculty/Librarians)

DATE: _____

NAME: _____
(last) (first) (middle)

Department(s): _____

College(s) or Service Unit(s): _____

Rank or Title _____ Field _____

A. EDUCATION AND ACADEMIC QUALIFICATIONS

1. Education (specify degree institutions, dates, honors, major fields of study, etc.)

2. Academic Experience (length of time at each institution, rank(s) held, etc.)

B. PROFESSIONAL ACTIVITIES

1. Professional Association Participation (state nature of participation: paper read, panel discussant, office holder, etc.)

2. Professional Honors and Awards

3. Non-Teaching Activities (Consulting and Other Professionally Related Work

C. RESEARCH

1. Grants & Contracts
2. Academic & Professional Publications (Citations must include full and exact references; reprints of publications must be available for submission and must be submitted when requested. Use back of this page if additional space is needed.)
3. Other Research or Creative Activities - Performances, Exhibitions, etc. (Copies of unpublished manuscripts, and programs and/or critical reviews of creative activities must be available for submission and must be submitted when requested. Use back of this page if additional space is needed.)

D. INSTRUCTION RELATED ACTIVITY

1. Teaching (Courses taught, number of years, undergraduate-graduate levels, etc.)
2. Other Activity and Accomplishments Related to the Instructional Function

E. SERVICE ACTIVITIES

1. Community Activities Related to Professional Field
2. Committee Activities (Indicate if department, college or university level.)
3. Other Service to the University

APPENDIX A-10

MEMORANDUM OF AGREEMENT FOR SABBATICAL LEAVE OF ABSENCE

PF-15

I affirm that the purpose of my sabbatical leave is as stated in my approved sabbatical leave plan. I agree to submit to the Provost any change of sabbatical leave plan prior to the beginning of my sabbatical leave period, and I also agree not to implement any change of leave plan without his explicit approval. Such approval shall not be withheld unreasonably. In the event that I have filed a change of sabbatical leave plan, the Provost shall notify me that my change of plan has been accepted (and that my sabbatical leave may proceed as scheduled) or that my change of plan has been rejected and that my sabbatical leave has been canceled. If such cancellation occurs at least two months prior to the date on which my sabbatical leave was originally scheduled to begin, I shall return to the University to resume my regular faculty duties or I shall request a change of leave status from sabbatical leave of absence to leave of absence without pay, such request to be without prejudice to my contractual grievance rights or to my right to appeal the decision of the Provost to the Chancellor.

I affirm that I shall not accept full-time employment during my official sabbatical leave period and that I have divulged in my official sabbatical leave plan all financial compensation relative to the purpose for which sabbatical leave has been authorized. Prior to the beginning of my sabbatical leave period, I agree to secure the approval of the Provost for any unanticipated additional compensation relative to the purpose for which sabbatical leave has been authorized. Such approval shall not be withheld unless, in the reasonable view of the Provost, the unanticipated additional compensation is contrary to the purpose for which sabbatical leave has been authorized. I further agree either to abide by the decision of the Provost or to file with him one of the following requests: (1) a request to resume my faculty duties pending review of my additional compensation if these events occur at least two months prior to the date on which my sabbatical leave was originally scheduled to begin, or (2) a request for a change of leave status from sabbatical leave of absence to leave of absence without pay, such request to be without prejudice to my contractual grievance rights or to my right to appeal the decision of the provost to the Chancellor. If my sabbatical leave is canceled or changed to leave of absence without pay before the date on which my sabbatical leave was originally scheduled to begin, such cancellation or change shall be without prejudice to my subsequent eligibility for sabbatical leave. If my sabbatical leave is canceled or changed to leave of absence without pay after the date on which my sabbatical leave was scheduled to begin, such cancellation or change shall prejudice my subsequent eligibility unless the decision of the Provost is overturned by the Chancellor in resolution of a grievance which I have filed.

Within one semester following completion of my sabbatical leave, and at a time within this period designated by the Provost, I agree to submit to my chairperson and college dean a written report detailing my achievements during the official sabbatical leave period.

I understand that failure to comply with the aforesaid provisions of this Memorandum of Agreement constitutes default of my approved sabbatical leave and pending any subsequent determination of the Chancellor of the University of Massachusetts Lowell, I agree to repay to the Commonwealth of Massachusetts such University salary as the Chancellor has determined.

Upon termination of authorized sabbatical leave, I further agree to return to the service of the University of Massachusetts Lowell for a period equal to twice the length of granted sabbatical leave and that in default of completing such service I agree to refund to the Commonwealth of

Massachusetts, unless excused therefrom by the Chancellor of the University of Massachusetts Lowell, an amount equal to such portion of the salary received while on sabbatical leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered.

Signature of Sabbatical Recipient

Date of Signature

Signature of Provost

Date of Signature

Official Sabbatical Leave Period:_____

APPENDIX A-11

UNIVERSITY OF MASSACHUSETTS LOWELL
Personnel Form #9

MEMORANDUM OF PROFESSIONAL ACADEMIC REAPPOINTMENT

Office of the Provost
for Academic Affairs

Date

TO:

Period of Appointment from_ through_____

Rank:_____ (With Tenure_____ Without Tenure_____)

Academic Field:_____ Department(s):_____

College:_____ Salary:_____ (Annual_____ Semester_____)

Additional Appointment Terms:_____

If you accept this appointment, it is understood that you agree to the terms of employment as specified on the reverse side of this memorandum. Please acknowledge your acceptance of the terms of employment by signing below. Return three signed copies of this memorandum to the Office of the Personnel, University of Massachusetts Lowell (South Campus), Lowell, Massachusetts 01854. Official acknowledgment of reappointment acceptance must be received by the Personnel Office no later than 30 days following the date this reappointment offer or seven days prior to the initial date of the reappointment period, whichever deadline is earlier.

(Appointee)

Provost for
Academic Affairs

Date of Signature

Initial Date of
Continuous Service

The University of Massachusetts Lowell is an Equal Opportunity/Affirmative Action University.

UNIVERSITY OF MASSACHUSETTS LOWELL
Personnel Form #8

MEMORANDUM OF PROFESSIONAL ACADEMIC APPOINTMENT

Office of the Provost
for Academic Affairs

Date

TO:

Period of Appointment from_ through_

Rank:_____ (With Tenure_____ Without Tenure_____)

Discipline(s):_____ Department(s):_____

_____ Salary:_____ (Annual_____ Semester_____)

Additional Appointment Terms:_____

If you accept this appointment, it is understood that you agree to the terms of employment as specified on the reverse side of this memorandum of appointment and as provided by the Agreement Between the Massachusetts Society of Professors of the University of Massachusetts Lowell and the Board of Trustees of the University of Massachusetts Lowell. Please acknowledge your acceptance of the terms of employment by signing below and by returning three signed copies of this memorandum to the Office of the Provost for Academic Affairs, University of Massachusetts Lowell (North Campus), Lowell, Massachusetts 01854. Official acknowledgment of appointment acceptance must be received by the Office of the Provost no later than 30 days of appointment notification or 7 days prior to the initial date of the appointment period, whichever deadline is earlier.

(Appointee)

Provost for
Academic Affairs

Date of Signature

The University of Massachusetts Lowell is an Equal Opportunity/Affirmative Action university.

Terms of Employment

1. All appointments to the faculty and professional library staff of the University are subject to appropriations and the conditions of appropriations and the General Laws of the Commonwealth of Massachusetts.
2. Appointment to a position is authorized only when confirmed by the official memorandum of appointment from the Provost for Academic Affairs and according to the terms specified by such memorandum.
3. Appointment to the professional library staff, unless otherwise stated, is for a twelve-month year and is without tenure during the first seven years of credited service. Appointments to the faculty, unless otherwise stated, are for a nine-month year and are without tenure during the first seven years of credited service.
4. Duties and location may be assigned to the appointee as required and approved by the Chancellor within the terms of the Agreement between the Massachusetts Society of Professors, University of Massachusetts Lowell, and the Board of Trustees of the University of Massachusetts Lowell.
5. Salaries are paid in twelve monthly installments but advances on account of salary may be authorized under such rules and regulations as the Treasurer of the Commonwealth may prescribe.
6. The appointee in accepting this appointment agrees to abide by all the laws, rules, and regulations of the Commonwealth of Massachusetts, the University, and the Chancellor or a duly authorized officer acting for him.
7. A faculty member or librarian who wishes to resign his or her University appointment shall give notice of thirty days after receiving notice of terms of reappointment for the succeeding year or by May 15th, whichever deadline is later. The faculty member or librarian may request a waiver of this requirement of notice in the case of hardship. In such cases, the University reserves the right to require written substantiation of an alleged hardship and reserves to itself all contractual rights when in the view of the Board of Trustees such hardship is insufficient or unsubstantiated.
8. Agreements or understandings outside this document or the Agreement between the MSP and the Board of Trustees are invalid and have no force.
9. Persons newly hired do not receive contractual salary increases until they have completed one full year of academic service by the time the increase is due; initial salaries are not negotiated accordingly. The stipulated salary for a person being reappointed is subject to adjustment in accordance with the Agreement between the MSP and the Board of Trustees.

APPENDIX A-12

GRIEVANCE FORM FOR USE WITH GRIEVANCES UNDER AGREEMENT BETWEEN BOARD OF REGENTS -- BOARD OF TRUSTEES, UNIVERSITY OF MASSACHUSETTS LOWELL & MSP/U-MASS LOWELL/MTA

I. STATEMENT OF HOW YOU ARE AGGRIEVED

II. CONTRACTUAL PROVISIONS YOU BELIEVE VIOLATED

III. RELEVANT FACTS

IV. EXPLANATION OF HOW YOU BELIEVE COMPLAINED OF ACTIONS VIOLATE CONTRACT

V. REMEDY SOUGHT

Date

Signature of Grievant

Name:_____

Dept.:_____ Phone:_____

[Use back of form or add pages if necessary]

APPENDIX A-13

PERIODIC MULTI-YEAR REVIEW OF FACULTY & LIBRARIANS (PMYR) UNIVERSITY OF MASSACHUSETTS LOWELL

PREAMBLE

The practice of regular review of faculty and librarians based upon the submission of updated comprehensive professional vitae reviewed as contractually specified by departmental personnel committees, department chairs or division heads, the Library Director, and college Deans has been long established as the primary basis of reviewing the activities and the performance of faculty and librarians at the University of Massachusetts Lowell. These reviews have served as the primary basis for the allocation of merit awards as specified by the provisions of the Agreement between the Board of Trustees of the University and the Massachusetts Society of Professors/Lowell. Since faculty and librarians continually review their professional activities throughout their careers at the University, including after tenure and promotion, it is appropriate that the existing long-standing procedure of regular reviews of faculty and librarians be a principal component of any process of periodic multi-year review.

It is recognized that significant multi-year reviews of the activities and performance of faculty and librarians are contractually required in connection with major personnel actions: initial appointment, renewal of appointments without tenure, tenure, and promotion. These reviews evaluate the credentials, activities, and performance of faculty and librarians with respect to teaching effectiveness, research and scholarship, and professional, University, and community service. By contractual agreement the process for making decisions regarding such personnel actions is one of considerable rigor.

It is recognized that all faculty and librarians through the contractual agreement entered into by the University with the Massachusetts Society of Professors/Lowell are accountable for the performance of their contractual obligations and responsibilities. In adopting a periodic multi-year review policy the University and the tenured faculty and librarians acknowledge this accountability while upholding the integrity of tenure and academic freedom. Periodic multi-year review addresses accountability by fostering continued professional development.

PURPOSE

Periodic multi-year review of faculty and librarians, which is distinct from regular reviews, which have been connected to the allocation of merit awards, and major personnel action reviews, serves the function of providing a broader time frame within which the interests, capabilities, and performance of faculty and librarians may be examined and assessed. The purpose of such periodic reviews is to create opportunities for timely consultation, intervention, and assistance designed to enable the stimulation and encouragement of professional development, new initiatives, and/or changes in direction which will be of benefit to faculty members and librarians, departments or divisions, and academic programs in the University.

The primary purpose of periodic multi-year review (PMYR) is to assist tenured faculty and librarians in their continuing professional development. Faculty and librarians who have been awarded tenure through the rigorous process by which tenure is attained have been judged by the University as having demonstrated excellent performance and represent a substantial investment on the part of the University. The awarding of tenure not only is recognition of a faculty member or librarian having achieved high standards of performance relating to teaching effectiveness, research and scholarship, and professional, University, and community service, but also represents a commitment by the University to provide the environment and resources which will enable the tenured faculty member or librarian to continue to develop professionally.

PMYR involves the assessment of interests, capabilities, and performance of tenured faculty and librarians over a number of years and assures that their talents and capabilities are maximized throughout their careers.

PRINCIPLES

1. PMYR is intended to supplement existing review mechanisms. PMYR allows for a broader time frame for examination and assessment not directly related to examinations and assessments involving major personnel actions.
2. PMYR must assure for all faculty and librarians the protection of academic freedom and the right to full and free inquiry, as prescribed in the contractual agreement between the University and the Massachusetts Society of Professors/Lowell.
3. PMYR is not to be construed as any sort of process of reviewing or renewing tenure. PMYR does not replace or affect the process contractually established for major personnel actions.
4. PMYR should be appropriately linked to department, division, and/or program reviews and should not involve the creation of additional unnecessary bureaucracy.
5. PMYR should include self-assessment, any materials or documents the faculty member or librarian deems to be relevant, internal peer preview as appropriate, departmental chair or division head review, and review by the appropriate college Dean or Library Director.
6. Standards of evaluation in each department, division, and college or library will be fair and consistent with the University of Massachusetts Lowell's departmental, division, and college or library practices. Factors particularly applicable to the University of Massachusetts Lowell and its predecessor institutions will be given recognition in the review process.
7. PMYR is intended to recognize that individual interests and abilities of faculty members and librarians may change over the course of one's career and that faculty members and librarians may meet their professional responsibilities to their departments, programs, and divisions in varied and changing ways.

TIMING OF PROCESS

1. PMYR is to be conducted so that tenured faculty members and librarians will be subject to review once during a seven year cycle. PMYR normally will take place for tenured members of a department, program, or division coinciding with the year during which general review of the department, program, or division occurs. If for any reason no general review of a department, program, or division is scheduled within a seven year period, the review for members of such departments, programs, or divisions will occur no later than the seventh year of the cycle.
2. Any tenured faculty member or librarian who expresses in writing his or her intention to retire within three years following the time of the scheduled PMYR for the tenured faculty or librarians in his or her department or division shall be exempted from the PMYR. If the intention to retire is rescinded, the faculty member or librarian shall be subject to PMYR in the next annual cycle or during the cycle in which the faculty member or librarian had originally been scheduled for PMYR, whichever is later.
3. The timing of the PMYR for any tenured faculty member or librarian or for all tenured faculty or librarians connected to any department, program, or division is subject to modification by written agreement between the University and the Massachusetts Society of Professors/Lowell. A faculty member or librarian may initiate a request for time line

modifications with approval by the tenured members of the departmental personnel committee.

REVIEW MATERIALS

The foundation for the review will include a brief self-assessment statement, typically between 1000 and 2000 words and not to exceed 2500 words, submitted by the tenured faculty member or librarian that summarizes his/her principal activities during the period since the last PMYR or more recent major successful personnel action, and his/her goals and approach to achieving such goals in the areas of teaching, research/scholarship, and activities relating to professional, University, and community service in the coming years. This statement also should reflect how the individual perceives his/her activities in their relation to the department, program, or division to which the individual is connected academically or administratively. If the individual's statement calls for a major new initiative or change in the direction of his/her work, the statement will include any requests for additional developmental support needed for that initiative or change in direction. In addition the tenured faculty member or librarian will submit a current curriculum vitae. These materials will be submitted to the individual's department chair or division head.

REVIEW PROCESS

The Department or Division Personnel Committee and the Department Chair or Division Head will review tenured members' self-assessment statements, current curriculum vitae, and regular reviews since the last PMYR for department or division members. In terms of PMYR, the Department or Division Personnel Committee will contain as members only tenured faculty or librarians who have not themselves been exempted from PMYR. No member of the Department or Division Personnel Committee shall participate in any deliberations of the Committee or any votes of the Committee relating to his or her own review. The Department Chair or Division Head will be reviewed only by the Personnel Committee and on the same basis as other faculty members in the department or division. After review of the materials, the Personnel Committee and the Chair or Division Head will each recommend that the statement submitted by the faculty member or librarian be either:

- (1) Accepted, or
- (2) Revised.

It is expressly understood that neither the "Accepted" or "Revised" recommendation necessarily implies either a positive or a negative evaluation of the individual or of the materials submitted by that individual.

A recommendation to accept the submitted statement will be made when the individual's past performance and future goals, as documented in the materials submitted, indicate that no changes in the faculty member's or librarian's work or plans is required for the individual to continue to contribute effectively to the departmental, divisional, or programmatic needs of one's college, college division, or the library of the University. A recommendation to revise the submitted statement will be made when the individual's past performance and future goals, as documented in the materials submitted, suggest that a significant change in the faculty member's or librarian's work or goals (reflecting substantial differences from those noted by the individual faculty member or librarian) is indicated in order to promote the faculty member's or librarian's continued effective contribution to the departmental, divisional, or programmatic needs of one's college, college division, or the library of the University.

In making either recommendation the Personnel Committee and the Chair or Division Head may also suggest modifications to the faculty member's or librarian's statement and also will make a recommendation as to the resources required for further professional development of

the individual faculty member or librarian especially as relating to the continued effective contribution of the individual to the departmental, divisional, or programmatic needs of the individual's college, college division, or the library of the University.

A decision to recommend developmental support would typically consider such factors as:

- (1) whether the individual's past performance and future goals indicate that he/she is likely to be successful in achieving the goals if he/she is given the necessary support;
- (2) whether the individual's statement involves a substantial change in the nature of the individual's work.
- (3) the extent to which the individual's statement represents contributions to departmental, divisional, or programmatic needs of one's college, college division, or the library of the university.

If support for development is recommended, the recommendation will be submitted to the appropriate Dean or the Library Director who will consider the award of professional development funds from a college or library professional development fund established on a per capita basis for each college, college division and the library with funds for this purpose being made available by the Provost. The Dean will be aided in this activity by a three person committee elected from tenured faculty from the relevant college or college division, or, in the case of the University library, the Library Director will be aided in this activity by a three person committee elected from tenured librarians. If the funds available are inadequate to meet the demands, decisions will be based on a combination of need and merit so as to ensure that funds are available both to solve problems and stimulate new initiatives, as well as to respond to the most pressing needs.

The fact of a faculty member's or librarian's refusal to accept or to implement the revised statement shall not be a basis for discipline, and no aspect of the PMYR process, including, but not limited to, informal discussion, written recommendations, or the facts or details of any revised statements generated as part of the process shall be considered as an initial stage in any disciplinary process or be introduced as evidence or otherwise referred to in any later disciplinary procedures. This exclusion does not apply to any document or record originally intended for a use other than the PMYR, e.g. regular reviews as provided for contractually, nor to any aspect of a faculty member's or librarian's performance which may have been considered in the PMYR process and may be separately considered in a subsequent disciplinary process. Nothing in this policy changes the "just cause" standard set forth in the collective bargaining agreement under which a faculty member or librarian may be considered for dismissal.

If both the Personnel Committee and the Chair or Division Head recommend "Statement accepted" and the Dean or Library Director concurs, then no further action will be taken, and the review will be concluded. If the Dean or Library Directors does not concur, the statement along with specific comments from the Dean or Library Director explaining the lack of concurrence will be returned to the faculty member or librarian, Personnel Committee, and Chair or Division Head for review and consideration.

If either the Personnel Committee or the Chair or Division Head recommends "Statement revised," and the Dean or Library Director concurs, the Personnel Committee and the Chair or Division Head separately or together as appropriate shall meet with the individual to discuss ways in which the individual might enhance his/her professional contribution through a revised statement. The intent of the revised statement is to support and encourage effective contributions and professional development relating to individual, departmental, divisional, or programmatic needs. Opportunities to develop professionally may include, but are not limited to, consultation with colleagues to assist in problem areas, a change in department or division

assignments to facilitate improvement in teaching, research and scholarship, or service, the design of a sabbatical leave which is crafted to address the identified needs, and referral to the Center for Teaching and Learning, if appropriate.

If a revised statement agreeable to the faculty member or librarian, the Personnel Committee, and the Chair or Division Head cannot be achieved, the situation will be referred to a five person college level, college division level, or University Library level appeal committee, who tenured members of which are to be nominated and elected by the tenured members of the faculty member's college or college division, or, in the case of librarians, the two tenured members are to be nominated and elected by tenured librarians. An additional two tenured members are to be appointed by the Dean or Library Director. In colleges and college divisions where there are multiple departments or divisions the maximum combined number of elected and appointed members of the appeal committee from any one department or division is two. These four members will serve for a staggered period of two years. The fifth member of the appeal committee will be selected by the faculty member or librarian to serve as his or her representative. The appeal committee, including the faculty member's or librarian's representative, will draft a statement in consultation with the Chair or Division Head, the Personnel Committee, and the faculty member or librarian. This will be the revised statement when adopted by majority vote of the appeal committee.

The revised statement will address the issues identified, will include a timetable and criteria for a follow-up review to take place in three years, and will be signed by the faculty member, the Department Chair or Division Head, and the Dean or Library Director. The revised statement may include a reallocation of the faculty member's or librarian's efforts, but such reallocation will itself not diminish the faculty member's or librarian's entitlement to merit funds. Any proposed reallocation of duties should not be designed, intended, or used for the purposes of controlling, restricting, or redirecting the nature of the faculty member's or librarian's research or scholarship in his/her field. The revised statement also will indicate what resources or other support will be devoted to promoting the success of the revised statement.

During three year period, the Personnel Committee and the Chair or Division Head will consult as needed with the faculty member or librarian, and at least annually will comment in writing on the individual's progress toward the goals set forth in the revised statement. The Dean or Library Director will review these comments and may comment as well. At the end of this three year period, the Personnel Committee, the Chair or Division Head, and the Dean or Library Director each will evaluate in writing the extent to which the goals of the revised statement have been achieved. If the parties concur that the goals have been achieved, the recommendation will be that a subsequent PMYR will take place in four years, restoring the seven year cycle. If they do not concur, other possibilities may be discussed. The Dean or Library Director may determine that no further efforts at faculty development are warranted and may refer the matter to the Provost to determine whether dismissal or disciplinary action should be contemplated, consistent with the requirements of the contractual agreement between the University and the Massachusetts Society of Professors/ Lowell.

ASSESSMENT

Each Dean or Library Director will prepare an annual report to the Provost on the PMYR process in his or her college or the University Library. This report, which will be reviewed by the Provost to ensure that the PMYR process is being followed appropriately and consistently across the campus, will include a summary of the number of periodic multi-year reviews conducted and their results and relevant details about all instances in which a revised plan was developed.

Periodically after implementation of PMYR, the parties will jointly evaluate and report to the campus on how the policy is working.

APPENDIX A-14

The parties agree to convene a Joint Labor/Management Committee no later than January 15, 2013 to deliberate, investigate and report out findings and recommendation for funding and implementation of the following:

1. The salary structure of full time faculty and librarians teaching in each University of Massachusetts campuses Division of Continuing Education. The purpose of this committee is to identify potential salary inequities and seek any necessary salary adjustments during the life of this agreement.
2. Support services at all colleges at the University and all copying and duplication services on the North and South campuses.
3. Long Term Care/Assisted Living/Nursing Home insurance.

APPENDIX A-15

EXTERNALLY FUNDED RESEARCH FACULTY (RESEARCH PROFESSOR)

The University shall establish a new category of faculty rank entitled Research Professor. It is understood that this position exists as a non-tenure track and shall only be supported by monies from federal agencies, private business/corporations and non-profit foundations that support appropriate University Research.

A Research Professor's annual employment period shall be the same as other full-time faculty. Continued employment depends on satisfactory professional performance per the provisions of Article X and the existence of external funding in an amount that will underwrite the salary of said Research Professor.

The University shall seek to employ a number of Research Professors not to exceed an FTE equal to 10% of the total unit membership not counting this category.

Research Faculty may teach at the undergraduate and/or the graduate level with an instructional workload not to exceed one course per semester. The assignment of this course shall be scheduled in the same manner as all other faculty with the understanding that department approval is necessary. In the event that a full-time member of the department desires to teach a course proposed to be offered to a Research Professor, that tenured full-time member shall have the right of first refusal to teach the proposed course.

A Research Professor shall be attached to a department whose discipline matches that of the Professor. The department shall coordinate all personnel decisions and class assignments. It is understood that a Research Professor shall spend the majority of time working in the several Research Centers. Thus, the appropriate Department Chair and the Head of a Center shall coordinate the working schedule for the Research Professor so as to provide a harmonious relationship between the department and the center. In the event of an impasse in scheduling and other employment issues, the department chair and department's decision shall be binding subject to the provisions of the collective bargaining agreement.

All other provisions of the collective bargaining agreement shall apply to this new faculty position except Article VII, Article XIII, Article XVII, Article XXI, Appendix A-13, and any other provisions that is in conflict with this Appendix.

The parties agree to negotiate and include in the current agreement a memorandum of understanding about the evaluation, promotion and other conditions for research faculty.

APPENDIX A-16

Graduate Coordinators, Undergraduate Coordinators, and Transfer Coordinators

1. Responsibilities of the Graduate Coordinator

The MSP and the University recognize that graduate coordinators perform important administrative functions that are in addition to their academic duties of teaching, research and service, and deserve appropriate additional compensation. Working under the supervision of the department chair, the graduate coordinator's responsibilities should include the following:

- a. Graduate coordinators should provide leadership throughout the calendar year to the development and implementation strategies for effective recruitment of graduate students.
- b. The graduate coordinator should work with the department chair and appropriate faculty committees to establish admissions criteria and coordinate the review of applicants for the graduate programs.
- c. Following acceptance by the graduate school, the graduate coordinator should, with the assistance of the appropriate university administrative and support services, inform students of relevant university and academic policies and provide them with access to required facilities and services.
- d. With the assistance of the appropriate university administrative and support services, the graduate coordinator should provide graduate students with all reasonable support that will enhance the likelihood of successful completion of the program.
- e. Finally, it shall be the responsibility of the graduate coordinator in consultation with the chair of the department to certify that students intending to graduate have met all departmental graduation requirements.

Graduate coordinators will be appointed annually effective July 1, by the dean based upon the recommendation of the department chair.

Compensation for Graduate Coordinators

The parties acknowledge that a goal of \$207, 000 annually is necessary to provide adequate compensation for graduate coordinators through stipends and/or course releases. However, given current budget constraints, the University will notify the MSP on or before September 1, 2009 as to the amount of funds it will make available to compensate graduate coordinators for FY 09 and FY 10. On each subsequent September 1, the University will notify the MSP as to the amounts of funds it will make available for this purpose for FY11 and FY12, respectively. Notwithstanding the above, the parties further agree that the University shall expend not less each year than the amount expended for this purpose for AY 2007-2008.

The Provost will determine the annual compensation through stipends and/or course releases for each graduate coordinator, after consideration of the "weighted formula" that compares numbers of credit hours, applicants, head count, and graduates among departments, and the recommendations of the chairs and deans."

2. The parties agree that the existing joint subcommittee will continue to explore a framework for a stipend or other compensation for the duties performed by Undergraduate Coordinators and Transfer Coordinators. The parties agree to reopen negotiations about this issue upon request of either party at any time(s) during the term of the agreement."