

**Board of Trustees of the
University of Massachusetts
and
Massachusetts Society of Professors Lowell, MTA/NEA**

Memorandum of Agreement

This Memorandum of Agreement, dated this 28th day of July, 2014, is entered into on behalf of the Board of Trustees of the University of Massachusetts ("University") and the Massachusetts Society of Professors, MTA/NEA ("MSP").

WHEREAS the University and MSP have been parties to a collective bargaining agreement for the period from July 1, 2012 to June 30, 2014; and

WHEREAS the parties have conducted and, on July 22, 2014, concluded their negotiations for a new collective bargaining agreement (the "2014-2017 Agreement") which term shall commence on July 1, 2014 and expire on June 30, 2017; and

WHEREAS the parties wish hereby to record and give effect to the terms of the agreement reached by the parties on July 22, 2014;

NOW THEREFORE in consideration of the foregoing and the mutual covenants hereinafter set forth, the parties agree that the terms of the 2014 - 2017 Agreement are as follows:

Timeline

The 2014-2017 Agreement shall cover the period from July 1, 2014 through June 30, 2017. The provisions of the agreement for the period from July 1, 2012 to June 30, 2014, including the appendices, shall be incorporated into the 2014-2017 Agreement except as amended by the following provisions.

Article II: Recognition and Fair Practices

The parties agree to add the positions of Senior Lecturer I, Senior Lecturer II and Clinical Professor. The parties agree that MSP unit members may apply for promotion from Lecturer I to II and from Associate Clinical Professor to Clinical Professor after 6 years of excellent performance.

The parties agree to modify Article II, 1, (a), (ii) to permit hiring of up to four (4) non-tenure track faculty members at the Assistant Clinical or Associate Clinical Professor level... The University agrees to make available in the Graduate School of Education no more than four (4) non-tenure clinical positions during any academic year.

Article V: General Rights

The parties agree to add the following language under Section B: "The MSP/MTA will indemnify and hold the employer/University administration harmless from any and all claims, demands, liability, costs or damages arising from or related to this Section B of Article 5."

Article VI: Grievance Procedure

The parties agree to change the tracking of process from "work" days to "calendar" days.

Informal Procedure:

The parties agree to increase time for unit member to meet and confer with department chair/library division head from ten (10) days to twenty-one (21) days. The parties agree that if department chairperson and unit member have not resolved the complaint under informal procedure within twenty-one (21) days, grievant may commence formal procedures.

Formal Procedure:

The parties agree to increase time for filing of a Level 1 grievance from twenty-one (21) days after the event upon which it is based to thirty (30) days from the event upon which it is based. The parties agree that the Dean of the College or the Director of Libraries shall investigate the complaint and shall within thirty (30) 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).

Mediation:

The parties agree that appeal from Level 2 disposition shall be filed within thirty (30) 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. The parties agree that within forty (40) work days of receipt of the appeal, the parties shall meet for the purpose of mediation.

The parties agree to split the costs of mediation equally.

Initiation of Complaint in Other Forum:

The parties agree to clarify contract language to indicate that MSP grievance process terminates if member initiates a complaint in any other administrative or judicial forum, e.g., Massachusetts Commission Against Discrimination or Equal Employment Opportunity Commission.

Appeal Under 150E and/or 150C:

The parties agree to move language indicating that both parties have the right to appeal any final decision of the arbitrator pursuant to provisions of Chapters 150E and/or 150C of the General Laws from section H of the grievance provision to section E.

Article VII: Criteria for Appointment, Promotion, and Tenure

At Article VII, B, 2, (3) (b) and Article IX, E, 1 (c)(2), "Service to the University," the parties agree to add after "Board of Trustees" the following language "service as an MSP Officer or Board Member, "

At Article VII, A. 3 b, "College Personnel Committee" on page 40 of the current contract, the parties agree to remove the following language: "The Chair of the Faculty may not serve as Chair of the College Personnel Committee."

Article VIII: Tenure and Promotion Procedure

The parties agree that Associate or Full Clinical Professors or Senior Lecturers I or II may be elected, by the tenured members of the department and any NTT at or above the rank of the NTT up for reappointment or promotion, to participate in College Personnel Committees ("CPC") during consideration of NTT faculty for reappointment or promotion. In addition to tenured faculty members, the parties agree that only Full Clinical Professors or Senior Lecturers II may serve on the CPC to consider promotion to, or reappointment of, Full Clinical Professors or Senior Lecturers II.

Article IX: Evaluation of Faculty and Librarians

The parties agree that once a NTT unit member is promoted to Senior Lecturer II or Full Clinical Professor, classroom observations will be done once annually.

The parties agree that, with approval of the MSP, a department Chair may delegate one observation per faculty member, per academic year, to a tenured member of the department faculty.

Article XIV: Discipline & Dismissal: The parties agree to convene a committee, comprised of the MTA/MSP Representative and HR Representative plus two additional MSP members (identified by the MSP) and two additional members of the administration (identified by the University) to develop a revised Discipline and Dismissal article. Review and recommendations should consider effectiveness and efficiency of process, ensure fairness and due process, and provide clarity of process. The parties agree that review and recommendations shall be complete by April 1, 2015.

Article XVI: Workload

The parties agree to modify the introductory paragraph of Part I of the Workload provision to read as follows:

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. Lecturers and Senior Lecturers I and II assigned to teach college writing and introductory language courses may be assigned four courses (12 credit hours) per semester 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, in

accordance with Article II.A.1.(b). This maximum load is reduced to 15 credit hours or equivalent contact hours for research-active faculty 12 credit hours or equivalent contact hours as defined by the college workload committee for research-productive faculty, and 9 credit hours for research-intensive faculty, with these terms defined as below and per college-specific workload agreements negotiated with the Provost and the MSP as defined in Article XVI, 1. 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.

The parties agree to add the following language to the 2014-2017 Agreement: "Unless otherwise specified in this Agreement, the maximum teaching load, per academic year, for tenured and tenure-track faculty performing teaching and service responsibilities, who have not received a reduced teaching load for research or service, is 18 credit hours or equivalent contact hours as defined by the college workload committee."

The parties agree to add the following language to the 2014-2017 Agreement: "Unless otherwise specified in this Agreement, the maximum teaching load, per academic year, for tenured and tenure track research active faculty is 15 credit hours or equivalent contact hours as defined by the college workload committee.

The parties agree to add the following language to the 2014-2017 Agreement: "Unless otherwise specified in this Agreement, the maximum teaching load, per academic year, for tenured and tenure-track research intensive faculty is 9 credit hours or equivalent contact hours as defined by the college workload committee. "

The parties agree to add the following language to the 2014-2017 Agreement: All provisions of this Article not consistent with the above terms shall be considered null and void.

The parties agree that research active faculty shall be defined to include a faculty member presenting a paper at a national, regional or international conference, submitting a research proposal or preparing a manuscript for publication. The parties agree that the department personnel committee, consisting of tenured faculty and constituted as specified in Article VIII, will determine whether the faculty member qualifies for research active status. The department personnel committee's assessment of research-active or teaching-service focus shall be sent to the Chair and Dean who will review to ensure compliance with above criteria and implement assignment of courses accordingly.

The parties agree to insert in paragraph b. Colleges (p. 86): " The College workload committee shall establish standards by which credit for clinical supervision shall be awarded."

Workload Buyout:

The parties agree that a unit 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 credits except that the maximum amount for a buyout shall be \$15,000.

Maximum Teaching Load: The parties agree to substitute the following language for the language appearing in the current contract at Article XVI, I, G, 3 at page 85: "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 eighteen (18) 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 fifteen (15) credit hours."

Faculty Work Outside of the Academic Year:

The parties agree that, after consultation with Department Chairs, College Dean and other University administrators may contract with willing faculty to provide support for student recruitment, advisement, registration, and other activities outside of the official academic year.

The parties agree that, as needed and on a voluntary basis, faculty may agree to work outside of the contracted period in such areas as noted above and will be compensated at a rate of \$400 per day.

Continuing Education:

The parties agree to increase stipends, by 3.5% annually in each year of the contract, for full time unit members teaching undergraduate and graduate courses Continuing Education.

Article XVII: Department Chairperson/Department Committees Academic Policy

Formula for Chair Compensation:

The parties agree that compensation for carrying out the responsibilities associated with being Chair of a department shall be determined based on the complexity of the department according to the following model:

Nine factors are considered in determining the complexity of a unit.

Five of these FACTORS are important indicators of the size of the department:

- 1a. Total headcount MSP faculty

- 1b. Total number of adjuncts (defined as adjuncts teaching in day program and adjuncts teaching day program courses online).
2. Total FTE students taught within department based on on-load courses (continuing education courses not on-load are excluded)
3. FTE tenured and tenure-track faculty
4. Number of undergraduate student majors
5. Number of graduate student majors

The compensation model includes six levels of compensation for each FACTOR with an assigned fixed dollar compensation value for each level.

Factors 1 and 2 carry the most weight because they are strong indicators of the scale of a department. Factors 3 to 6 have significant overlap with factors 1-2 and, thus are counted at half (.5) the value of the level. The calculated score is divided by 3.5 to adjust to a 5-point compensation scale.

Points	Headcount Faculty Factor 1A	Headcount Adjuncts Factor 1B	FTE Students Factor 2	T & TT Faculty Factor 3	Undergrad Majors Factor 4	Graduate Majors Factor 5
1	1 to 6	1 to 4	1 to 100	1 to 6	1 to 60	1 to 50
2	7 to 12	5 to 9	101 to 200	7 to 10	61 to 100	51 to 100
3	13 to 18	10 to 14	201 to 300	11 to 16	101 to 200	101 to 150
4	19 to 24	15 to 19	301 to 400	17 to 22	201 to 300	151 to 200
5	25 to 30	20 to 24	401 to 500	23 to 27	301 to 400	201 to 250
6	31 or more	25 or more	501 or more	28 or more	401 or more	251 or more

Base Stipend Amount per levels are as follows:

- Level 1 = \$ 9,000
- Level 2 = \$11,500
- Level 3 = \$14,000
- Level 4 = \$16,500
- Level 5 = \$19,000
- Level 6 = \$21,500

In addition to the Base Stipend Amount, a set of four additional complexity factors (physical facilities, funded research, additional degree programs, and size complexity) is considered separately and may increase the Chair Stipend at the rate of an additional \$500 per point as follows:

Four Complexity Factors:

1. Management of physical facilities - lab space, performance and/or exhibit space (1-4 points)
2. External research funding (1-6 points)
3. Additional undergraduate major(s) [not continuing education; and BS and BA are equivalent] or additional graduate programs in a single department (0.5 point each)

4. Size complexity: FTE students taught above 600 (0.5 point for each additional 100) and headcount of majors above 600 (0.5 point for every additional 100 majors)

The parties agree that any currently seated chair that would experience a decrease in Chair compensation as a result of applying this new model will be grandfathered for their current term.

Reduced Workload for Department Chairpersons and Others:

The parties agree to modify Art XVII, under "Reduced Workload for Department Chairpersons and Others" to provide for a reduced workload, as union business reasonably requires, of: 6 (six) credit hours per academic year for the MSP Treasurer and MSP Grievance Coordinator; and 9 (nine) credit hours per academic year for the MSP President.

Article XIX: Salary and Other Financial Benefits

Annual Salary Increases:

The parties agree that the following salary increases shall apply during the term of the 2014 – 2017 agreement:

Effective the first full payroll period each July: A 1.75% across-the-board salary increase.

Effective the first full pay period each January: A .75% across-the-board salary increase and 1.0% increase on the basis of MERIT as set forth below.

PROCESS for Merit: The parties agree that consideration for merit will be on the basis of each unit member's assigned distribution of teaching, research, and service as per the workload assignment for the individual unit member. The parties agree that all faculty members who are deemed to have satisfactory performance of their assigned workload will be eligible to be considered for a merit award.

The merit pool of 1% will be allocated at 4 levels:

- Level 1 - Satisfactory
- Level 2 – Meritorious
- Level 3 – Highly Meritorious
- Level 4 – Outstanding

The parties agree that for years 1 and 2 of the 2014-2017 Agreement, the minimum merit award at level 1, for satisfactory performance, will not be less than .3%. The parties agree that for years 1 and 2 of the 2014-2017 Agreement the minimum merit award at 2, for meritorious performance, will not be less than .5%. The parties agree that for the final year of the 2014-2017 Agreement, the minimum merit award, at levels 1 and 2, shall be .25% and .45%, respectively. The parties agree that, for all 3

years of the 2014-2017 Agreement, the maximum merit award at level 4 cannot be greater than 125% of the available pool as a percentage.

The parties agree that the merit award process will provide the opportunity for review and input at various levels including the Department Personnel Committee, the Chair, and the Dean. The recommendation of the Dean, together with recommendations from all levels, will be submitted to Provost for final review and decision. The parties agree that individual unit members may file an appeal to the Provost if they are not in agreement with their merit award. The parties agree that the Provost will consider the appeal and make a decision on the appeal. The parties agree that the Provost's decision shall be final and not subject to grievance and arbitration.

The parties agree that it is expected that the majority of unit members will annually be awarded merit at least at level 2 – meritorious award. The parties agree that unit members will receive written explanation on the basis for the determination of their merit award. It is agreed that all funds from the 1.0% merit pool will be expended.

Salary Increase for Promotion:

The parties agree to the following salary increases at time of promotion:

- 10% for Assistant to Associate
- 10% for Lecturer to Senior Lecturer I
- 10% for Assistant Clinical to Associate Clinical
- 10% for Senior Lecturer I to Senior Lecturer II
- 10% for Associate Clinical to Full
- 13% for Associate to Full Professor

OR the fixed dollar amount provided for in the current contract, whichever is higher.

Salary Review:

The parties agree that the University shall provide, to an applicant for salary review, an explanation for decision at each level of review.

Professional Development Reimbursement Grants

The parties agree to substitute the following language for the language appearing under "Professional Development Reimbursement Grants" at Article XIX, C at page 111 of the current contract:

"The contract will guarantee funding for Professional Development support as follows:

1. There will be an annual allocation of \$600 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 \$200 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. The deadline for requests to use funds in (1) and (2) will be no later than May 1st. Funds not encumbered by the deadline shall be made available to other members of that department for professional development expenses.
4. 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. Each academic year (date to be determined), the Vice Provost for Research will report to the MSP the names of members of the committee and the allocation of these pools for the academic year, listing the names of the recipients and the amounts received.
5. Faculty who have accepted presentations/papers at recognized international and primary national societies, and who have exhausted their \$600 in (1) above, will be reimbursed for registration and travel expenses at a minimum of \$1,000. Such reimbursement is in addition to the professional development funds in (1) and (2) above. This guarantee of funding applies to one conference per academic year.
6. Faculty who have accepted presentations/papers at recognized regional professional societies, and who have exhausted their \$600 in (1) above, may submit a request for reimbursement of registration and travel expenses at a minimum of \$1,000 to their chair, whose recommendation is forwarded to the Dean and the Provost for a final decision.
7. Faculty and librarians will be fully reimbursed for publication costs in recognized professional journals and publications.

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 establish practice and/or which contribute to professional development and/or meet other agree upon professional and/or University needs. Equipment purchased through the University

with Professional Development funds shall remain the property of the University.”

Article XX: Supplemental Benefits

Parental/Maternity Leave:

The parties agree that all hires on or after September 2015, shall be eligible for parental/maternity leave only after employed by the University for 1 full year and shall be required to return to the University, following such leave, for a period equal to twice the length of the granted parental/maternity leave or shall be required to repay the University for salary paid during leave.

Funeral Leave:

The parties agree to add funeral leave with pay, not exceeding four (4) consecutive work days, for the death of a grandparent or grandchild.

Sick Leave Accrual Cap:

The parties agree to cap accrued sick leave at 120 days for all new hires after July 1, 2015.

Sick Leave Bank:

The parties agree that the University will solicit faculty sick leave donations, consistent with the language of the current contract, to replenish the Sick Leave Bank. The parties agree that the University will provide an annual report to the MSP on unit members’ use of use of the Sick Leave Bank.

The parties agree that MSP unit members shall be allowed to utilize the Sick Leave Bank for a maximum of one semester, with extensions of up to two semesters after approval of a joint committee to be comprised of the MSP President, MTA representative, HR representative and the Provost’s designee.

Parking:

The parties agree that, effective September 1, 2014, the annual fee for parking in designated University lots will be \$250. The parties agree that, effective September 1, 2015, the annual parking fee for parking in designated University lots will be \$300. The parties agree that, effective September 1, 2016, the annual parking fee for parking in designated University lots will be \$350.00.

Health and Welfare Trust Fund:

The parties agree that an annual differential pool shall be established at a rate of .25% of payroll and shall be used to fund a 50 cent increase in the Health and Welfare Trust funding by the University in each year of the contract. The parties agree that any remaining funds from this .25% pool will be available to the Provost to fund salary increases approved through the salary review process. If the total amount of funding available for this pool as determined by the amount allocated to the University by the state for this purpose is different than stated above, the parties agree that the full amount made available will be expended.

Tuition/Fee Waivers:

The parties agree that the current policy regarding tuition and fee waivers remains in effect through the Spring 2015 semester.

The parties agree that, effective Fall 2015 semester, the Tuition/Fee Waiver Policy shall cover eligible full and part-time undergraduate students only, as follows:

Spouses and dependents of full-time benefited employees are eligible for a waiver in the semester following the completion of two years of full-time equivalent benefited service at any of the UMass Campuses or UMass System Office.

Spouses and dependents of part-time benefited employees are eligible for a waiver in the semester following the completion of four years of part-time equivalent benefited service at any of the UMass Campuses or UMass System Office. Part-time shall be defined as a regular schedule of half-time the normal number of hours for that position. Individuals must be eligible for benefits under the terms of a collective bargaining agreement or personnel policies.

- Spouses and dependents enrolled as full-time or part-time undergraduate students shall be eligible to have a maximum of fifty percent (50%) of curriculum/operating fees waived.
- This benefit is available to the dependents and spouses of current full and part-time benefited UMass employees only. Dependents and spouses of benefitted employees on unpaid leave (other than Military Leave, Workers' Compensation and FMLA) are not eligible for this benefit.
- This benefit is in effect only for the period of time in which the employee is employed by the University. Should the employee resign, or is laid off, or otherwise separated from his/her position, the waiver shall be extended only through the semester in which the separation occurred. However, the spouse and dependent children of retired or deceased employees may retain eligibility under the below described conditions:
- If an eligible employee retires while a dependent child or spouse is enrolled in an undergraduate program of study or undergraduate degree program, the spouse or child may complete such program with the waiver, provided the enrollment is continuous.
- If an eligible employee who has completed at least five (5) years of full-time equivalent service dies, the surviving spouse and dependent children shall be eligible to enter and/or complete one (1) full undergraduate program of study or undergraduate degree program with the waiver.

The parties agree a "dependent child" shall mean any natural, adopted or step child who is claimed as a dependent on the eligible employee's Federal Tax Return for the tax year immediately preceding enrollment. In addition, dependents must be under the age of 26 to be considered and remain eligible for this benefit and meet the IRS standards of dependency.

- The applicable fees for which this waiver applies are the Curriculum/Operating fees.
- The parties also agree that, if during the term of this agreement, the Commonwealth and the University agree to a tuition retention plan, the University will extend the current value of this provision through the term of the agreement. The current value of this benefit includes the full cost of in-state tuition and 50% of the in-state operating/curriculum fees as of August 31, 2015.
- The parties also agree that the current practice of adhering to the 2008-2009 fee waiver amount shall end with the Spring 2015 semester.

For Continuing Education Applicability

Tuition remission shall be provided to eligible employees, their spouse, and dependent children as follows:

For enrollment in any non-state-supported undergraduate course or program offered through continuing education, including any community service course or program at any community college, state college, or university, fifty percent (50%) tuition remission shall apply.

Tuition remission shall apply to non-credit as well as credit bearing courses.

Limitations

- a. Employees, their spouse, or dependent children receiving tuition remission are responsible for the payment of all other educational costs, including fees (application, laboratory, etc.) books, and supplies.
- b. Employees, their spouse, or dependent children must apply for admission and meet all admissions standards for the desired course/program.
- c. Admission to all courses/programs in continuing education is on a space available basis. Further, each local campus administration reserves the right to cancel any continuing education course in which a minimum number of full tuition-paying students, as determined by the administration, have not enrolled.

The parties agree that in the event that any other bargaining unit in the Massachusetts Higher Education system negotiates a tuition reimbursement agreement that improves upon the above, the parties agree to reopen the negotiations on this issue.

Article XXI: Sabbatical Leave

At Article XXI, I, regarding "Non-tenured Faculty/Librarian Sabbatical" the parties agree to change the words "second through fifth" years to "second through fourth" years.

Appendices

1. Outside Activities and Conflict of Interest

The parties agree that MSP unit members shall disclose outside activities, in compliance with T96-047, by using the Outside Activity Disclosure Form currently in use at UMass Amherst, substituting on such form the word "Dean" in place of "Chair." This form is to be completed prior to the faculty member engaging in an outside activity as defined by T96-047 and shall be used to promptly disclose material changes in previously disclosed outside activities as required by T96-047. In addition, MSP unit members will complete the existing "Conflict of Interest Disclosure Statement" in the current UMass Lowell/MSP contract (p. 173) if the MSP unit member believes they may have a conflict of interest.

2. Forms 14 and 16A:

The parties agree to eliminate Form 14 as found on page 175 of the current contract. The parties agree to include, as addendum to Form 16A on page 174 of the current contract, an annotated version of 16A which outlines examples of types of activity and information that a faculty member might include in his/her annual Form 16A.

3. PMYR

Appendix A-13 (p. 186): The parties agree to eliminate option to "opt out" of the PMYR by striking paragraph 2 under "Timing of Process" on page 187 of the current contract.

Agree to by:

On behalf of the University

A. J. DeLal
Carrie A. Turner

On behalf of the Union

Carl C. McAllister
Katie O'Wear