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AGREEMENT BETWEEN

THE

BOARD OF TRUSTEES

OF THE

UNIVERSITY OF MASSACHUSETTS

AND THE

MASSACHUSETTS SOCIETY OF PROFESSORS

FACULTY STAFF UNION/MTA/NEA

July 1, 2001, through June 30, 2004

ARTICLE I
AGREEMENT

1.1 This Agreement is made and entered into by and between the Board of Trustees of the University of Massachusetts ("Employer") and the Massachusetts Society of Professors/Faculty Staff Union/MTA/NEA ("Union") as the exclusive bargaining agent for members in the bargaining unit. Pursuant to the provisions of M.G.L. Chapter 150E and rules and regulations promulgated thereunder, the parties clearly recognize their statutory obligation to negotiate in good faith with respect to wages, hours, standards of productivity and performance and any other terms and conditions of employment.
In recognition of these obligations, the parties hereby agree as follows:

ARTICLE II
RECOGNITION

2.1 The Employer/University Administration agrees to recognize the Union as the exclusive representative for purposes of bargaining for all matters pertaining to wages, hours, standards of productivity and performance and other terms or conditions of employment (including those related to the Division of Continuing Education) for bargaining unit faculty and librarians employed at the Boston and Amherst campuses of the University, including Professors; Associate Professors; Assistant Professors; Instructors; Research Professors; Research Associate Professors; Research Assistant Professors; Faculty of Stockbridge School; Program Directors (not otherwise excluded); Non-Tenure Track Faculty; Lecturers; Clinical Nursing Faculty; Faculty on Terminal Contract; Full-time Visiting Faculty, after two consecutive years of employment at the University, at the beginning of their third consecutive year of employment; Part-time Faculty pursuant to Article XXI; Faculty Members of the Campus Governance and Personnel Committees; Librarians I-V; Coaches holding Faculty rank; and "Soft Money" Faculty subject to the conditions and limitations of the controlling grant; but excluding Chancellors; Assistant and Associate Chancellors; Vice Chancellors; Assistant and Associate Vice Chancellors; Provosts; Assistant and Associate Provosts; Deans; Assistant and Associate Deans; Teaching Fellows; Teaching Associates; Students; Senior Post-Doctoral Research Associates; Senior Research Fellows; Research Fellows; Professors Emeriti who are not eligible in another category; Academic Coordinators; Directors, Deputy Associate Directors and Associate Directors of the Libraries; Chairs and Heads of Departments; Center Heads; Division Chairpersons; Ombudsmen; Extension Specialists; County Extension Agents; Visiting Faculty employed by the Federal Government; Director of Control Services; Director of the Institute for Governmental Services; Director of the Computing Center; Director of Athletics; Trainers and Physiotherapists; Director of Public Health; Director of Nursing; Director and Associate Directors of the Institute for Learning and Teaching; Director of the School of Physical Education; Adjunct Faculty; Director of the Center for International Agriculture; Associate Director of the Fine Arts Center; Deputy Associate Director of Extension Services; Director of Environmental Sciences Program; and all other employees.

2.2 In the event of the creation of a new personnel classification(s), the Employer/University Administration shall notify the Union within thirty (30) calendar days of the creation of the new personnel classification(s) and the Employer/University Administration shall inform the Union of the Employer's/University Administration's determination of the inclusion or exclusion in/from the bargaining unit. If the Union disagrees with the Employer's/University Administration's determination, the disagreement shall be submitted by the Union to the Massachusetts Labor Relations Commission within forty-five (45) calendar days of notification by the Employer/University Administration of the new classification(s) for resolution of the matter.

ARTICLE III
AFFIRMATIVE ACTION

3.1 The Employer/University Administration shall not discriminate against any bargaining unit member with respect to wages, hours, standards of productivity and performance and conditions of employment for reasons of race, color, religion, creed, sex, age, marital status, national origin, sexual preference, mental or physical handicap, political beliefs or affiliation or membership/nonmembership in the Union.

3.2 The Union shall accept into membership and represent equally all eligible persons in the bargaining unit without regard to race, color, religion, creed, sex, age, marital status, national origin, sexual preference or mental or physical handicap.

3.3 The Employer/University Administration agrees that when the effects of employment practices, regardless of their intent, discriminate against any persons or group of people on the basis of race, color, religion, creed, sex, age, national origin or mental or physical handicap, specific positive and aggressive measures must be taken to redress the effects of past discrimination, to eliminate present and future discrimination and to ensure equal opportunity in the areas of appointment, reappointment, promotion, transfer, lay-off or termination, salary and the awarding of sabbatical and other leaves. Therefore, the parties acknowledge the need for positive and aggressive affirmative action.

3.4 The provisions of this Article shall not be subject to Article XXV, Grievance Procedure.

ARTICLE IV
MANAGEMENT RIGHTS

4.1 The Employer/University Administration retains and reserves to itself all rights, powers, privileges, duties, responsibilities and authority conferred upon and vested in it by law, whether exercised or not, including but not limited to the right to operate, manage, control, organize and maintain the University and in all respects carry out the ordinary and customary functions of management and to adopt policies, rules, regulations and practices in furtherance thereof.

4.2 Except as modified by this Agreement, all rights, powers, privileges, duties, responsibilities and authority are retained by the Employer/University Administration.

4.3 The judgment of an arbitrator shall not be substituted for that of the Employer/University Administration with regard to any complaint or grievance based upon a challenge of a management right, subject to the provisions of this Agreement and to limitations as may be imposed by M.G.L. Chapter 150E as amended from time to time.

4.4 The Employer/University Administration reserves the right to initiate personnel actions. (The faculty shall review these personnel actions prior to their implementation in accordance with other provisions of this Agreement.)

ARTICLE V
UNION RIGHTS

5.1 The Union shall be permitted the continued right to utilize the intra- and inter-campus mail system for official Union communication.

5.2 A copy of the time, place and agenda of all Board of Trustees meetings, including committee and subcommittee meetings thereof, shall be sent to the Union concurrent with distribution to Board members. In addition, the Union shall receive copies of the minutes of all Board meetings, including committee and subcommittee meetings thereof. The Union shall be provided an opportunity to request to appear on the agenda of any regularly or specially scheduled Board meetings; such requests shall be granted at least twice each semester, provided that the requests are made at least ten (l0) working days in advance of said meetings.

5.3 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. In each year of this Agreement, the Employer/University Administration shall furnish the Union with the following information:

(a) on October l and March l, 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 l and March l, a list of bargaining unit members going to or returning from a non-bargaining unit position, including academic base salary;

(c) on October 3l and March 3l, a list of bargaining unit members whose fraction of appointment has changed in such a manner that bargaining unit status is affected;

(d) on or before March l, a salary list for the Boston, Amherst and Worcester campuses and the President's Office to be submitted once yearly;

(e) on October 3l and March 3l, a list of part-time 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.

5.4 By October l and March l 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. 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 3l and March 3l of each year of this Agreement, the names, work addresses, work telephones, position and department by campus of all bargaining unit and nonbargaining unit part-time faculty shall be similarly communicated to the Union.

5.5 The Employer/University Administration agrees to provide a reduced workload for a maximum of three (3) faculty bargaining unit members and a maximum of one (1) librarian bargaining unit member from each campus for each academic semester in which collective bargaining occurs. In the case of faculty, instructional workload shall be reduced by one (1) course per semester. In the case of librarians, release time shall be granted one and one-half (1 1/2) days per week during those weeks when bargaining occurs and one-half (1/2) day per week during those weeks when bargaining does not occur. Librarians' release time pursuant to this Section may be accumulated and used as needed. A librarian on the bargaining team who elects to fulfill his or her full time commitment in the library through rescheduling, in consultation with the Director of Libraries, rather than utilize the released time provided in Article 5.5 will receive $3000 for each semester in which bargaining occurs. Within a reasonable period after either party makes a written request for negotiations for a subsequent Agreement, the parties shall meet and discuss the implementation of the above reductions.

5.6 Any bargaining unit member whose presence is required as a witness at a meeting the subject of which deals with the administration of this Agreement pursuant to the grievance procedure as set forth in Article XXV or proceedings before the Massachusetts Labor Relations Commission pursuant to the provisions of M.G.L. Chapter 150E or proceedings before any governmental agency or any court of law pursuant to the application of the terms and conditions of this Agreement shall be afforded upon request leave with pay by the Employer/University Administration for said purposes.

5.7 One specifically designated bargaining unit member on each campus shall be granted a workload reduction for the investigation and processing of grievances and arbitrations. In the case of a faculty member, instructional workload shall be reduced by one (1) course per semester, provided the request is made at least one (1) semester in advance of the semester in which the reduction is to occur. In the case of a librarian, release time shall be granted for one (1) day per week, provided the request is made three (3) months prior to the date on which release time is to begin.

5.8 In order to enable the Union better to discharge its duties and responsibilities as the exclusive bargaining agent, the Employer/University Administration agrees to provide:
(a)a reduction in the instructional workload of the President of the Union of one (1) course per semester; in the event that the President is a librarian, he/she shall receive a workload reduction of one and one-half (1 1/2) days per week; and
(b)a reduction in the instructional workload of the executive officer of each chapter of one (1) course per semester; in the event that the executive officer of the chapter is a librarian, he/she shall receive a workload reduction of one and one-half (1 1/2) days per week; and
(c)a reduction in the instructional workload of a Union officer (designated by each chapter's governing body) of each chapter of one (1) course per semester, provided a written request that includes a statement of purpose or activity is made at least one (1) semester in advance of the semester in which the reduction is to occur; in the event that the officer designated is a librarian, he/she shall receive a workload reduction of one and one-half (1 1/2) days per week.

5.9 Insofar as possible, bargaining unit members who are members of the Union's governing body, the Joint Coordinating Committee, shall have their workload scheduled so that they shall be

available, during one day of each calendar month during the academic year, to attend the regularly scheduled monthly meeting of the Joint Coordinating Committee. In order to facilitate such scheduling, the executive officer of each chapter shall notify the chancellor in writing by the first day of the prior semester of the names of the bargaining unit members for whom the priority scheduling is requested and the day, city and time of the regularly scheduled meeting. No interference with or disruption of any semester's classes or delivery of library services shall occur as a consequence of this Section.

5.10 The Union shall be permitted to use such facilities of the Employer/University Administration for the transaction of Union business as have been used in the past for such purpose.

5.11 The Employer/University Administration will provide separate office space for the Union's exclusive use at both the Amherst and Boston campuses of the University. The offices shall be equipped with a desk and desk chair, and said offices shall be approved by the Union. There shall be no charge to the Union for such office space, furniture, utilities (not to include telephone) or other normal building support services. The University will make training in web site creation available to a Union official designated by the Union and will authorize a link from the University's home page to that created by the Union. The Union shall assume full responsibility for the creation and maintenance of its own web site.

5.12 The Employer/University Administration and the Union guarantee that there shall be no discrimination or reprisals of any kind, subtle or overt, against any bargaining unit member because of his/her membership or nonmembership in the Union or participation or nonparticipation in Union activities.

5.13 The Employer/University Administration will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any group or individual for the purpose of undermining the Union or changing any of the terms and conditions of this Agreement.

5.14 The President, Vice President, and Grievance Officer of each chapter and the President of the Joint Coordinating Committee may each choose to be exempt from the merit award process described in Article 26. Any individual duly elected or appointed by July 1 to one of the positions designated, and scheduled to begin serving in said position by September 1, and who meets the eligibility criteria for satisfactory performance set forth in Article 26.7 shall be eligible for exemption from the merit process in that fiscal year. To be exempt from the merit award process for any fiscal year, the union officer must inform the provost in writing of his or her desire to be exempt no later than July 1 of the fiscal year or within fourteen days of the signing of this Agreement, whichever is later. Any union officer who chooses such an exemption shall, at the time of merit increases, receive a percentage salary increase equal to the percentage of the total salary pool established for such merit increases. Once a union officer has been exempted from the merit process, the exemption shall continue in effect in subsequent years unless either (a) that officer informs the provost by July 1 of his or her desire to be re-included in the merit process in the fiscal year beginning that date or (b) he or she ceases to be in a designated position by July 1 of a fiscal year.

ARTICLE VI
DUES CHECKOFF

6.1 The Union shall have the exclusive right to the checkoff and transmittal of Union dues on behalf of each bargaining unit member.

6.2 A bargaining unit member may consent in writing to the authorization of the deduction of Union dues from his/her wages and to the designation of the Union 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/her union dues check-off authorization by giving at least sixty (60) days notice in writing to his/her campus personnel office. The Employer/University Administration will attempt, within fourteen days of receipt by the Human Resources Office, to notify the Union of any such withdrawal of check-off authorization. If the Administration does not notify the Union of any such withdrawal within thirty days of receipt, the matter will be subject to Article XXV, Grievance Procedure.

6.3 The Employer/University Administration shall deduct dues from the pay of bargaining unit members who request such a deduction in accordance with this Article and transmit such funds in accordance with University policy as of July 1, 1977, to the treasurer of the Union within thirty (30) days after the last day of the month in which the deduction is made together with a list of bargaining unit members whose dues are transmitted, provided that the Employer/University Administration is satisfied by such evidence as it may require that the treasurer of the Union has given a bond, in a form approved by the Employer/University Administration, for the faithful performance of his/her duties in a sum and with such surety or securities as are satisfactory to the Employer/University Administration.

6.4 The Union 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 Article.

6.5 The treasurer of the Union shall submit and certify to the Employer/University Administration each year the annual dues or agency service fee payable to the Union in lieu thereof.

6.6 An amount equal to one-tenth (1/10th) of the annual dues certified by the Union treasurer pursuant to Section 6.5 shall be deducted monthly from September through June from the pay of bargaining unit members who have consented to said deductions as provided above.

ARTICLE VII
AGENCY FEE

7.1 Beginning thirty (30) days following the commencement of his/her employment, each bargaining unit member who elects not to join or maintain membership in the Union shall be required to pay to the Union as a condition of employment (pursuant to the Rules and Regulations of the Massachusetts Labor Relations Commission, Section 17.05), an amount equal to one-tenth (1/10) of the regular annual dues uniformly charged by the Union as a condition of membership on a monthly basis from September through June inclusive.

7.2 A bargaining unit member may seek conscientious objector status pursuant to appropriate provisions of the Union's constitution. The granting or denial of such status shall not be subject to Article XXV, Grievance Procedure. A bargaining unit member, upon request, may obtain, under M.G.L. Chapter 150E, Section 12, a rebate under current rules of the Massachusetts Labor Relations Commission.

7.3 A bargaining unit member may consent in writing to the authorization of the deduction of the agency fee from his/her wages and to the designation of the Union 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/her agency fee authorization by giving at least sixty (60) days notice in writing to his/her campus personnel office. The Employer/University Administration will attempt, within fourteen days of receipt by the Human Resources Office, to notify the Union of any such withdrawal of check-off authorization. If the Administration does not notify the Union of any such withdrawal within thirty days of receipt, the matter will be subject to Article XXV, Grievance Procedure.

7.4 The Employer/University Administration shall deduct the agency fee from the pay of the bargaining unit members who request such deductions in accordance with this Article and transmit such funds in accordance with University policy as of July 1, 1977, to the treasurer of the Union within thirty (30) days after the last day of the month in which the deduction is made together with a list of bargaining unit members whose agency fees are transmitted, provided that the Employer/University Administration is satisfied by such evidence that it may require that the treasurer of the Union has given a bond, in a form approved by the Employer/University Administration, for the faithful performance of his/her duties in a sum and with such surety or securities as are satisfactory to the Employer/University Administration.

7.5 This Article shall not become operative until the Agreement has been formally executed, pursuant to a vote of a majority of all bargaining unit members in the bargaining unit present and voting.

7.6 Upon the request of the Union, the Employer/University Administration shall suspend for one (1) week without gross pay (1/52nd of annual salary) any bargaining unit member who, after proper annual notice and final demand, has refused to pay the agency fee or failed to challenge its validity by filing a timely charge at the Massachusetts Labor Relations

Commission. Within thirty (30) calendar days of receipt of such request, accompanied by proof of notice and of final demand, the President shall notify the Union and the individual bargaining unit members whose names appear on such request that the one (1) week suspension without gross pay shall occur during the next one (1) available week when classes are not in session. The Union will intervene in and defend any administrative or court litigation concerning the propriety of such suspension for failure to pay the agency fee. In such litigation, the Employer/University Administration shall have no obligation to defend the suspension. When a bargaining unit member is suspended without gross pay under the terms of this Article, the Employer/University Administration shall pay an amount equal to the one (1) week's salary into, at the Amherst campus, the Meline Kasparian student scholarship fund, and at the Boston campus, a student scholarship fund.

7.7 Disputes between the parties concerning this Article shall be resolved in accordance with Article XXV, Grievance Procedure. In the event such a dispute is submitted to arbitration, the arbitrator shall have no power or authority to order the Employer/University Administration to pay such agency fee on behalf of any bargaining unit member. If the arbitrator decides that the bargaining unit member has failed to pay or authorize the payment of the service fee in accordance with this Article, the only remedy shall be the suspension of the bargaining unit member for one (1) week without gross pay (1/52nd of annual salary) and the payment by the Employer/University Administration of an amount equal to the one (1) week's salary into, at the Amherst campus, the Meline Kasparian student scholarship fund, and at the Boston campus, a student scholarship fund.

7.8 It is specifically agreed that the Employer/University Administration assumes no obligation, financial or otherwise, arising out of the provisions of this Article and Article VI, Dues Checkoff, and the Union hereby agrees it will indemnify and hold harmless the Employer/University Administration from any costs, claims, actions or proceedings by a bargaining unit member arising from the suspension of a bargaining unit member hereunder or from deductions made by the Employer/University Administration.

ARTICLE VIII
ACADEMIC FREEDOM

8.1 The Employer/University Administration and the Union endorse the principles and spirit of academic freedom as embodied in the 1940 AAUP Statement of Principles as amended and as modified below. The following statement constitutes the provision on academic freedom for the purposes of this Agreement.

8.2 Bargaining unit members are entitled to full academic freedom in research and in the publication of the results. They are entitled to full academic freedom in discussing their subjects in the classroom, but they should be careful not to introduce persistently, into their teaching, matter unrelated to their subject.

8.3 Bargaining unit members should remember that the public may judge their profession and the University by their utterances. Hence, they should at all times make every effort to indicate whether or not they are speaking officially for the University.

8.4 Bargaining unit members are entitled to freedom of political belief and/or affiliation.

8.5 A bargaining unit member(s) or department, program, division, center or other comparable administrative unit, as appropriate, shall be entitled to freedom in the selection of textbooks and other materials involved in the performance of teaching responsibilities.

8.6 Since certain aspects of the information obtained by bargaining unit members in the course of their work can be considered privileged, no bargaining unit member shall be required to disclose such information. The Employer/University Administration shall, within a reasonable time, advise the bargaining unit member of any effort to secure such information obtained by the bargaining unit member.

8.7 A bargaining unit member shall not be disciplined or deprived of any professional advantage for exercising his/her rights to academic freedom as set forth in this Article or as protected under the First Amendment of the United States Constitution.

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

ARTICLE IX
CONSULTATION

9.1 Representatives of the Employer/University Administration shall meet with Union representatives at mutually agreed-upon times to discuss matters of mutual concern including, but not limited to, the program and program planning. Such meetings shall not be for the purpose of discussing particular grievance cases or for the purpose of formally conducting negotiations on any subject. The party requesting the meeting shall submit a written agenda in advance of the meeting.

9.2 The President and/or designee shall meet with Union representatives within the first thirty (30) days of each semester for the purpose of discussing such matters. A written agenda shall be submitted by the Union to the President or designee no less than five (5) days before the scheduled date of the meeting. Additional matters for discussion may be placed on the agenda at the discretion of the President or designee.

9.3 Chancellors and/or their designees shall meet with local Union representatives once each month to discuss such matters. Written agendas shall be submitted by the Union to the chancellors or their designees no less than five (5) days before the scheduled date of the meeting. Additional matters for discussion may be placed on the agenda at the discretion of the chancellors or their designees.

9.4 Other consultations may occur by mutual agreement, as needed, between Union representatives and the President or designee, or the chancellors or designees. Similarly, nothing contained herein shall prevent the aforementioned from meeting less frequently, upon mutual agreement. The University will provide to the Union, upon its written request and within a reasonable period of time, copies of any and all official documents related to the budget.

9.5 The aforementioned principal administrative officials of the University shall make themselves personally available for such meetings within thirty (30) days upon receipt of a written request from the Union.

ARTICLE X
TENURE

10.1 Tenure shall mean the right of the faculty member to continuous employment in an academic position subject to dismissal for just cause.

10.2 All faculty members who hold tenure as a result of previous Employer/University Administration action shall continue in that status as defined in Section 10.1.

ARTICLE XI
FACULTY ROLES AND RESPONSIBILITIES IN PERSONNEL MATTERS

11.1 The faculty shall have primary responsibility in the area of personnel matters. This shall mean the capacity to initiate or review faculty personnel recommendations. Academic administrative officials may make a recommendation or decision counter to the original faculty recommendation only in exceptional circumstances and with compelling reasons in written detail which shall specifically address the content of that recommendation as well as the established standards and criteria.

11.2 The faculty shall have the right to grieve based on the terms and conditions of this Agreement any modification or reversal of such recommendations.

ARTICLE XII
FACULTY PERSONNEL STANDARDS AND PROCEDURES

12.1 High professional standards must be the basis for all personnel decisions. Personnel recommendations and decisions shall be made only after a review of all the qualifications and all the contributions of the individual in the areas of teaching; of research, creative or professional activity; and of service. All three areas must be considered but the relative weight to be given each may be determined in the light of the duties of the faculty member. Final decisions are made only after giving serious consideration to all the materials in the basic file as well as to the professional judgments of the departmental personnel committee, which are and ought to be given great weight.

12.2 In order to maintain the academic excellence of the University, current academic standards and criteria for faculty personnel actions, except as modified in this Agreement, shall remain in effect for the duration of this Agreement.

12.3 The faculty at the departmental level shall establish once each year, in timely fashion, a personnel committee to exercise the responsibilities described in Sections 11.1, 12.1, 12.2 and Articles XXI, XXVI and XXXIII. In a department with fewer than three (3) faculty members which chooses to establish a personnel committee the faculty and dean shall agree upon the selection of a specific faculty member or members from outside the department who shall be asked to serve on the committee.

12.4 In each faculty, college or school, there shall be a personnel committee of the faculty to review departmental level recommendations. The committee shall be chosen by procedures established on each campus in a manner designed to represent the interests of the faculty of each faculty, college or school. Said committee shall forward its recommendation to the appropriate dean.

12.5 No faculty member on a personnel committee shall participate directly in any recommendation or decision relating to appointment, reappointment, promotion or tenure at the University of any parent, child, spouse, sibling, parent-in-law, sibling-in-law, child-in-law or stepchild. A faculty member should withdraw from participation in any personnel recommendation or decision involving potential conflict of interest. This provision shall not be subject to Article XXV, Grievance Procedure.

12.6 In reviews for major personnel actions for faculty--reappointments through the tenure decision year, promotion to the ranks of associate professor and professor and the award of tenure--the procedures listed below shall be followed:

(a) Notice of a personnel review for reappointment or tenure shall be sent to the faculty member no later than the end of the third calendar week of the semester in which the review is to be initiated.

(b) As provided in Sections 24.4 and 24.5, a basic file shall be created for each major personnel action. This file shall be supplemented and reviewed at the departmental level and supplemented and reviewed at each successive level of

recommendation or decision. The file shall contain the materials listed in Subsection 12.6(f).

(c) The faculty member shall submit to the department/program chairperson/head any and all materials for inclusion in the basic file that he/she believes will be essential to an adequate consideration of the case.

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

(e) The materials in the basic file shall be accessible to the faculty member, with the exception of letters of recommendation to which he/she has voluntarily waived access.

(f) The basic file shall contain the following materials:

(1) When the basic file is forwarded from the departmental level it shall contain:

(a) a table of contents;

(b) a current curriculum vitae (including a bibliography and/or comparable list of professional accomplishments);

(c) copies and reviews of published works and/or evidence of other professional accomplishments;

(d) evaluations of teaching effectiveness, including but not limited to those of students;

(e) letters of reference solicited by the chairperson/head and a description of the professional standing of the writers of letters of reference from outside the University and a statement of any relationship the writer may have had to the faculty member;

(f) evaluations of service;

(g) any and all materials submitted by the faculty member;

(h) the recommendation and the numerical vote at the departmental level;

(i) the recommendation of the chairperson/head.

(2) At subsequent levels there shall be added the following:

(a) the recommendation and numerical vote of the faculty, school or college personnel committee;

(b) the recommendation(s) and decision of academic administrative officials;

(c) other materials solicited, submitted or received during the review process, including, by way of example, additional materials submitted by the faculty member, additional letters of reference and/or additional information received in response to the invitations issued under Subsections 12.6 (m-p). When material is added to the basic file beyond the departmental level, the departmental personnel committee (or other appropriate mechanism) and the chairperson/head shall have the opportunity to respond as to its substance and appropriateness;

unless it is protected by waiver, the faculty member shall also have this opportunity.

(g) A copy of the table of contents and the two recommendations from the departmental level shall be sent to the faculty member when the basic file is forwarded from the department.

(h) A copy of the updated table of contents and the recommendation of the faculty, school or college personnel committee shall be sent to the faculty member and to the department when the basic file is forwarded to the dean.

(i) A copy of the updated table of contents and the recommendation of the dean shall be sent to the faculty member, the chair of the faculty, school or college personnel committee and the department when the basic file is forwarded to the provost or the chancellor.

(j) A copy of the updated table of contents and the decision of the chancellor and/or the provost shall be sent to the faculty member, the dean, the chair of the faculty, school or college personnel committee and the department at the time the decision is made.

(k) A copy of the updated table of contents and the recommendation of the chancellor and/or the provost shall be sent to the faculty member, the dean, the chair of the faculty, school or college personnel committee and the department when the chancellor or the provost forwards a recommendation for tenure to the President.

(l) A copy of the updated table of contents and the decision of the President shall be sent to the chancellor and/or the provost, the dean, the chair of the faculty, school or college personnel committee, the department and the faculty member when the President has made a decision in the case of a recommendation for tenure forwarded by the campus.

(m) Prior to making a recommendation that may be contrary to either of the recommendations forwarded from the departmental level, the faculty, school or college personnel committee shall consult with the department.

(n) Prior to making a recommendation that may be contrary to either of the recommendations forwarded from the departmental level, the dean shall invite the department to provide additional information for the basic file or clarification of the recommendation.

(o) Prior to making a recommendation or decision that may be contrary to either of the recommendations forwarded from the faculty, school or college level, the chancellor or provost shall invite the dean to provide additional information for the basic file or clarification of the recommendation.

(p) Prior to reversing the recommendation of the chancellor and/or the provost for tenure, the President shall invite the chancellor and/or provost to provide additional information for the basic file or clarification of the recommendation.

(q) A campus academic administrative official shall make his/her recommendation or decision within forty-five (45) calendar days of receipt or the deadline for receipt (whichever is later) of both the basic file, including all relevant personnel committee recommendations, and all additional information or clarifications subsequently requested by the academic administrative official from the department or college. In tenure and reappointment cases, the provost shall notify the faculty member of his/her decision no later than August 15 of the academic year in which the process was initiated. In any promotion case in which the provost receives by May 30 both the basic file, including all relevant personnel committee recommendations, and all additional information or clarifications

requested by the provost from the department or college, the provost shall notify the faculty member of his/her decision no later than August 15 of the academic year in which the process was initiated.

12.7 The Employer/University Administration shall not establish a tenure quota. However, the Employer/University Administration reserves the right in making personnel decisions (1) to consider institutional need and flexibility, as well as departmental affirmative action goals (considering the nature of the positive contribution that affirmative action is able to make to the diversity of perspective that is essential to the well-being of the department and the University community) and (2) to establish long-range plans to ensure that institutional flexibility is preserved; provided, however, that:

(a) the faculty shall be given the opportunity to contribute to the development of such plans;

(b) all officially adopted (i.e., by the Board of Trustees) long-range plans from departments/programs, colleges, campuses, and University shall be made available on request to individual faculty members, governance bodies, and the Union; and

(c) when such plans are used in conjunction with a tenure recommendation or decision, the basic relevance of the plan is to demonstrate that the personnel action is not inconsistent with the long-range interests of the University.

ARTICLE XIII
FACULTY ROLES AND RESPONSIBILITIES IN ACADEMIC MATTERS

13.1 By virtue of its professional preparation and its central concern with learning, teaching and scholarship, the faculty will exercise primary responsibility in academic matters (e.g., curriculum, subject matter, methods of instruction).

13.2 The enumeration of certain rights and privileges of faculty members in this Agreement shall not be construed to deny or diminish the existing rights, privileges and responsibilities of faculty members to participate directly in the formation and recommendation of educational policy (i.e., academic matters).

13.3 The Employer/University Administration shall maintain and utilize appropriate mechanisms consistent with current practices for eliciting advice from the faculty on academic matters and may charge appropriate faculty groups and individuals with academic responsibilities consistent with the terms and provisions of this Agreement and M.G.L. Chapter 150E.

ARTICLE XIV
APPOINTMENT AND REAPPOINTMENT FORM: TERMS AND CONDITIONS OF EMPLOYMENT

14.1 The terms and conditions of every appointment to a bargaining unit position shall be stated in the Approved Offer and Acceptance Form. The terms and conditions of every reappointment shall be stated in the approved reappointment form. The appropriate form shall be signed by the department chairperson/head and by the appropriate dean or director of libraries and by other appropriate academic administrative officials as required. The signed form shall constitute the commitment of the Employer/University Administration for the specific bargaining unit appointment or reappointment. The form shall be countersigned by the candidate or bargaining unit member, as the case may be, and such countersignature shall signify said person's understanding and acceptance of the terms and conditions of the appointment or reappointment. Faculty members appointed beginning with the spring semester will be given the option of an initial appointment on a calendar year basis, with a conversion to an academic year appointment basis with no loss of pay the following September.

14.2 The form shall include:

a) a description of the explicit terms of the appointment or reappointment and whether or not the appointment is with tenure or is a tenure track appointment or reappointment;

(b) the effective date of the appointment or reappointment and whether it is a calendar or an academic year appointment or reappointment;

(c) whether the appointment or reappointment is full-time or part-time and, if part-time, the proportion the appointment bears to a full-time appointment;

(d) credit toward tenure, if any;

(e) the expiration date of the current probationary contract term and the tenure decision year if the appointment or reappointment is without tenure and is on a tenure track;

(f) the rank of the appointment or reappointment;

(g) the beginning salary;

(h) a job description indicating the teaching, research or scholarly activity, and service responsibilities for faculty or appropriate counterpart for librarians as set forth in this Agreement;

(i) whether or not the appointment or reappointment is to a bargaining unit position and therefore governed by the terms and conditions of this Agreement; and

(j) whether or not the appointment is a joint appointment and if a joint appointment, the following:

(1) the department(s) that will make the recommendation regarding tenure;

(2) the process by which personnel recommendations will be initiated and acted upon;

(3) the percentage of responsibility in each unit; and

(4) if it is not a joint committee that initiates the personnel recommendation, a statement that the department initiating the

personnel recommendation shall invite the other department, in writing, to submit written materials and to make an oral presentation.

14.3 For the duration of this Agreement, the ratio of visiting full-time faculty to full-time faculty shall not exceed the ratio of 1:25 over two consecutive semesters.

14.3 Of those state-funded non-tenure track bargaining unit faculty members who are not replacements for regular faculty and have completed at least six years of full-time uninterrupted service, at least 50% (unit-wide) shall receive multi-year contracts. Unit members in non-tenure track positions shall have the right to be considered for newly created tenure-track positions for which they are qualified. If a faculty member currently in a non-tenure track position has been hired as the result of a national search, his or her position can be converted to a tenure-track position with the concurrence of the Provost or designee and the campus affirmative action officer, after consultation with the department personnel committee.

14.4 The Employer and the Union note with concern the decrease in recent years in the number of tenure system faculty at the Amherst campus. The parties agree to continue to work together to develop approaches to reversing that trend and improving the student/faculty ratio. A joint union-administration committee shall be established for that purpose, and students will be invited to participate in committee deliberations and activities. This committee shall issue a public report no later than February 15, 2002, with annual updates no later than February 15, 2003, and February 15, 2004. The February 15, 2002, report shall include departmental data on (a) the number of fte students, (b) the number of students taught by tenure system faculty, and (c) the number of students taught by all other instructors for 1987-88 through fall 2001 and such other data as committee members deem appropriate. Each subsequent report will add an additional year of data. The reports will consider the underlying causes of these trends and propose measures to restore the ratio of students to tenure system faculty.
This paragraph will not be subject to Article XXV, Grievance Procedure.

ARTICLE XV
FACULTY WORKLOAD

15.1 The goals of the University require that the average workload for faculty members consist of three basic elements: (a) the basic instructional workload, (b) research, creative or professional activity and (c) service both on and off the campus.

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

15.3 Instructional workload assignments to faculty members shall reflect (a) the academic needs of the department or program, (b) the faculty member's qualifications and expertise and (c) the faculty member's professional interests.

15.4 The number of classroom contact hours, class size and total number of students taught by each faculty member are expected to vary widely among and within schools and departments, depending on the nature of the subject or activity being taught and upon the amount of teaching assistance provided (in the form of teaching assistants, graders, etc.). The average faculty workload practices of the various departments/programs in the recent past shall remain in effect for the duration of this Agreement.

15.5 The Employer/University Administration recognizes the central fact, common to all institutions of higher education, that, generally, one (1) hour of scheduled instruction by a faculty member requires several hours of instruction-related work that takes place outside the classroom. This includes preparation and ongoing revision of teaching material, remaining professionally up to date, as well as being available to students both through scheduled office hours and other traditional methods of student-faculty contact. These activities are expected of all faculty members and are taken into account in the assignment of instructional workloads.

15.6 The regularly scheduled instructional workload as described in Sections 15.1 through 15.5 may include such nonscheduled instruction as the supervision of internships, fieldwork, dissertations and theses, external degree contracts and competencies, honors projects, independent study programs, instruction in special programs and direction and/or coordination of laboratories and/or multi-sectional courses. In accordance with past practice and procedures, certain faculty members may be involved in precollege programs, continuing and adult education, summer session and extension activities as a part of their basic instructional workload.

15.7 A faculty member shall be assigned courses to teach in his/her area(s) of expertise as much as possible. An individual faculty member's rank, status and seniority shall not be the controlling factors in said assignment of courses.

15.8 The Employer/University Administration recognizes the contribution that can be made by the faculty regarding the development of faculty teaching schedules. Accordingly, within assigned

space allocations, faculty teaching schedules shall be developed at the department/program level in accordance with procedures established within said department or program. These procedures shall insure that each affected faculty member shall have prior and reasonable consultation regarding his/her schedule. Schedules must be in accordance with and in response to student needs and the needs of the University's academic program. These schedules shall then be submitted to the appropriate dean or designee for approval. If the dean or designee wishes to revise the schedule developed by the department/program: (a) an opportunity will be provided for discussion; and (b) reasons shall be provided and they shall not be arbitrary or capricious.

15.9 In determining instructional workloads, the faculty member's research commitment, service contributions and prior instructional workload shall be taken into account to determine whether these warrant adjustment of instructional workload.

15.10 Faculty members on active appointment are expected to participate in: (a) student orientation, (b) registration and (c) commencement.

ARTICLE XVI
PERFORMANCE OF BARGAINING UNIT WORK

16.1 Academic administrative officials who wish to teach and/or perform any other form(s) of bargaining unit work may do so in coordination and with the approval of the department involved, but in no case if it jeopardizes the employment of current bargaining unit members.

16.2 Graduate students are granted teaching and research assistantships and associateships for the purpose of providing financial support and training for the individual graduate students, enhancing the overall graduate programs of the University and providing academic support for faculty. These considerations shall constitute the primary rationale for the distribution of such support among the academic departments and the assignment of the individual graduate students. Such distribution and assignment shall not be effected in such a manner as to displace an incumbent bargaining unit member.

ARTICLE XVII
FAILURE TO PERFORM MINIMUM ASSIGNED DUTIES

17.1 Subject to the provisions of this Agreement, in cases where an individual faculty member/librarian fails, in the opinion of the Employer/University Administration, to perform minimum assigned duties (for example, for faculty engaged in instructional duties, failure such as but not limited to not meeting classes, not keeping office hours, or not advising students; for librarians, failure such as but not limited to not meeting pertinent schedules of work), the following procedures shall apply.

17.2 When an appropriate academic administrative official is concerned about a faculty member's/librarian's alleged failure to perform specific minimum assigned duties, the appropriate academic administrator shall informally discuss the matter with the affected faculty member/librarian.

17.3 In the event that the matter has not been resolved pursuant to Section 17.2 and, in the judgment of the Employer/University Administration, the faculty member/librarian has not shown improved performance relative to the alleged failure to perform specific minimum assigned duties, the following actions may be taken:

(a) The faculty member/librarian will be notified in writing by the appropriate academic administrative official of the specific minimum assigned duties that the faculty member/librarian has allegedly failed to perform. Said notice shall include the factual basis for the allegations.

(b) If, in the opinion of the Employer/University Administration, the faculty member/librarian continues to neglect his/her specific minimum assigned duties after a reasonable period of time, the appropriate academic administrative official shall notify the faculty member/librarian in writing that he/she is being penalized financially in an amount not to exceed one (1) percent of the individual's base annual salary.

(c) If, in the opinion of the Employer/University Administration, the faculty member/librarian continues to neglect his/her specific minimum assigned duties after the imposition of the penalties imposed under Subsection 17.3(b) and after a reasonable period of time, the appropriate academic administrative official shall notify the faculty member/librarian in writing that his/her appointment will be reduced by an amount commensurate with the proportion of specific minimum assigned duties not being performed.

(d) Appropriate actions taken under Subsections 17.3(b) and (c) may be retroactive to the date of the first written notice to the faculty member/librarian.

17.4 Any action taken under this Article shall be taken only for just cause. This Article shall be utilized only in rare instances and for demonstrated and continued failure to perform minimum assigned duties.

ARTICLE XVIII
SUSPENSION AND TERMINATION FOR DISCIPLINARY REASONS

18.1 The appointment of a faculty member/librarian may be suspended or terminated if there is found to be just cause for such action(s). Suspensions for failure to pay the agency fee required by Article VII, Agency Fee, are not covered by this Article; such suspensions are covered in Article VII, Agency Fee.

18.2 Activities of a faculty member/librarian protected by the principles of academic freedom incorporated into Article VIII of this Agreement shall not constitute just cause for suspension or termination.

18.3 Until the final decision on suspension or termination of a faculty member/librarian has been reached, the faculty member/librarian shall continue at full pay. If in the judgment of the Employer/University Administration the continued service of the bargaining unit member would do serious harm to the University, the bargaining unit member may be relieved of duties.

18.4 A faculty member/librarian on an academic year appointment who is finally determined to have been terminated shall receive compensation equivalent to the proportion of the academic year served at the time that the determination becomes final.

18.5 Suspension or termination for just cause shall be made consistent with due process standards. Termination for just cause shall be governed by the following procedure:

DISMISSAL HEARING PROCEDURES

I. Dismissal of Faculty Members and Librarians

These procedures shall apply to all instances where dismissal of a faculty member or librarian is being considered except those covered by the "Procedures for Dealing with Charges of Misconduct in Research and Scholarly Activities at the University of Massachusetts at Amherst" (Trustee Document T91-035A), the "University of Massachusetts at Amherst Sexual Harassment Policy," or the "Sexual Harassment Grievance Procedures" in the University of Massachusetts at Boston Affirmative Action Plan. Dismissal, defined as termination of the employment of a faculty member with tenure or a librarian with renewal rights, or of any unit member before the end of a specified term of appointment, may be effected by the University for just cause. Except for serious misconduct, progressive discipline shall ordinarily be applied which may include specific attempts to remediate conduct or performance, as well as measures such as reprimand, censure, or suspension.

Just cause for dismissal will be related to the fitness of the faculty member or librarian in his or her professional capacity, and may include, but not be limited to, demonstrated substantial and

manifest neglect of duty or failure to perform one's duty, severely inadequate performance, or egregious misconduct that substantially impairs the individual's fulfillment of his or her institutional responsibilities. In all cases of substandard performance, the University will make attempts at remediation prior to invoking dismissal procedures.

Dismissal procedures will not be used to restrain faculty members or librarians in the exercise of their academic freedom, or in the exercise of any other rights they possess as members of society.

II. Dismissal Procedures

A. Initiation of the Process

The formal initiation of the process for dismissal shall come from the Provost. (This duty may be delegated by the Provost or the Chancellor to another officer. Such officer acting as charging party shall hereinafter be referred to as the "Provost.") Throughout all stages of this procedure up to the appointment of a Hearing Panel, the Provost shall remain the officer in charge.

B. Informal Resolution Process

It is the declared objective of the University and the Union to encourage the prompt resolution of potential causes for dismissal in the interest of maintaining harmony within the campus environment. Whenever practicable, before a formal recommendation for dismissal is initiated, every effort should be made to resolve or remediate the problem. Unless the individual concerned requests otherwise, the following efforts to resolve the problem will be undertaken in all cases where the issue is the individual's performance and may be undertaken at the University's discretion in other instances. The department personnel committee, the department chair or head, the individual concerned, and his or her union representatives may review the matter and explore a mutually acceptable resolution of the matter. The Provost and/or appropriate dean may, upon request of the department personnel committee, the department chair or head, the individual concerned, or the union representatives, join in the discussions about resolving the matter. Informal attempts at resolution shall not extend beyond thirty days without the written agreement of the individual concerned and the Provost.

C. Filing of Formal Charges

If attempts at resolution of the problem fail at the informal level, and the Provost decides to proceed, he or she shall make a formal recommendation for dismissal of the individual concerned, and shall give written notice to the individual employee and to the MSP/FSU, stating the explicit charge against the employee. The written notice shall be given within ninety days after the University becomes aware of the matters giving rise to the charge, but this period may be extended for an additional thirty days in order to conduct the informal resolution process. The written notice shall contain:

(a) a detailed statement of the charges, with reasonable particularity;
(b) as to each charge, the names of the witnesses, insofar as known, who will testify in support of the specific allegations; and
(c) insofar as known, the documentary evidence which will be presented.

The individual may submit his or her response to the charges, which shall become part of the record. The charges in support of the recommendation for dismissal may be added to or enlarged upon if investigation or review brings forth additional charges.

In cases of consideration of dismissal for performance as opposed to misconduct, Sections D, E, and F below shall apply. In all other cases, the process shall move immediately to Section G. The Provost, in his or her written notice under Section C above, shall indicate whether the case is unrelated to performance and is to be moved directly to a hearing under Section G. If the individual concerned disagrees with the Provost's determination as to the nature of the case, the matter shall be referred to the individual's department personnel committee for resolution. The personnel committee shall be limited to a determination as to the nature of the case and the resultant procedure to be followed.

D. Preliminary Review by the Department Personnel Committee

If the Provost decides to proceed, he or she will refer the charges to the department personnel committee (DPC) for a preliminary review. The DPC will review the charges, and all available information, and make its written report to the Provost. The report of the DPC may contain a specific recommendation and shall remain part of the documentation brought forward with the charges should the Provost decide to proceed.

E. Preliminary Review by the College Personnel Committee

If the Provost decides to proceed after receiving the report of the DPC, the Provost will refer the charges to the college personnel committee (CPC) for a preliminary review. The CPC will review the charges, and all available information, and make its written report to the Provost. The report of the CPC may contain a specific recommendation and shall remain part of the documentation brought forward with the charges should the Provost decide to proceed. On the Boston campus, the preliminary review called for in this subsection shall be conducted by the CPC members in residence from the previous year, excluding any members of that CPC who are also members of the department/center/program of the charged individual or who are members of the CPC in the current year.

F. Provost's Decision to Proceed

Within fourteen days after receipt of the CPC's report, the Provost shall decide whether to go forward with the dismissal process, and provide a written copy of his or her decision to the DPC, the CPC, the individual concerned, and the MSP/FSU. If neither the DPC nor the CPC has recommended dismissal, and the Provost decides to proceed, he or she must provide compelling reasons in written detail for doing so. The individual concerned may be relieved from any or all academic duties during the proceedings if the Provost believes this to be in

the best interest of the University. Such relief of duties shall be without loss of compensation and without prejudice.

G. Hearing Procedures

If the Provost decides to proceed, he or she shall provide a written copy of his or her decision to the individual concerned and to the MSP/FSU.

1. Convening of the Hearing

Within fourteen days after the Provost's decision to proceed, a Hearing Panel shall be appointed, as follows.

(a) The Provost and the MSP/FSU shall conduct a random drawing of the names of all CPC members, placing the names on a roster in order of drawing. This shall be the order in which members will be selected for service on the Hearing Panel. The Hearing Panel shall consist of five tenured faculty members or librarians selected in order from among all CPC members, and two alternate members. However, on the Boston campus, selection shall be subject to the limitation that no more than three members of the Hearing Panel will be from the College of Arts and Sciences (CAS), and no more than two members of said Panel will be from any other college. The expiration of a member's term on the CPC shall not affect continued service on a Hearing Panel.

(b) No sooner than one week after the circulation of the ordered roster:
   i. on the Amherst campus, the first ten CPC members on the ordered roster who are not members of the CPC of the college of the charged individual shall meet in the presence of the parties to select the Hearing Panel;
   ii. on the Boston campus, the first twelve CPC members on the ordered roster shall meet in the presence of the parties to select the Hearing Panel.

(c) On the Boston campus, in proceeding through the roster to select members of the Hearing Panel, if a point is reached where three Panel members are faculty from CAS, then no additional faculty on the roster from CAS will be included on the Panel; and if a point is reached where two members of the Panel are faculty from one of the other colleges, then no additional faculty member on the roster from that college will be included on the Panel. If the Hearing Panel does have either three members from CAS or two members from one other college or both, then both of the alternates cannot be from the college that is at its limit. If an alternate is needed to replace a member of the Panel, that alternate must be chosen so as not to exceed the per college limits on the Hearing Panel.

(d) Any potential Hearing Panel member may request in writing that he or she be excused for appropriate reason. Requests to be excused shall be the first order of business during the meeting referenced above. The remaining members shall, if necessary, question a member requesting an excuse and then decide whether to grant the excuse. The remaining members shall select one member who will question each potential Hearing Panel member as to the extent of his or her personal or professional relationships with either party, and whether there is any reason he or she would be

unable to hear the case fairly and impartially and render a fair and impartial recommendation. Additional questions may be submitted by the parties to the member conducting the questioning. Any members not excused shall have the opportunity to suggest further questions to be asked. The member conducting the questioning may disallow any questions on grounds of lack of relevance. Another member will be selected to question the member conducting the questioning according to the same process.

(e) Each party shall have an unlimited number of challenges for cause. If a party challenges a member of the Hearing Panel roster for cause, the party shall state the grounds for the challenge. The standard to be followed in ruling on for cause challenges is whether in light of the challenged person's knowledge of the case, personal or professional relationships with a party, and statements made during the selection and challenge process, the committee member is able to fairly and impartially hear the case and render a fair and impartial recommendation. The challenge for cause shall be ruled on by the remaining members. Each party shall have one peremptory challenge. Peremptory challenges shall follow challenges for cause.

(f) If a member is removed from the Hearing Panel under these provisions, the next name on the ordered roster will be advanced to keep the Hearing Panel at five members, with two alternate members. All such replacements are subject to the same process described above. Should the pool of candidates at the selection meeting be reduced to less than five plus two, the pool shall be replenished by adding the next name(s) from the CPC ordered roster. Selection of additional Hearing Panel members shall proceed in the manner outlined above. The Hearing Panel shall be composed of the first five CPC members from the ordered roster remaining, and the next two shall serve as alternates. In addition, the Provost shall designate a dean (not from the college of the individual concerned) who shall serve as an ex officio member of the Hearing Panel. The designated dean shall participate in all proceedings and deliberations of the Hearing Panel, but shall not vote.

(g) All five members and two alternates shall attend all proceedings, but alternate members shall not be involved in deliberations or recommendations. If a Hearing Panel member is unable to continue service on the Panel, the Hearing Panel shall designate an alternate to serve. If this occurs before the hearing of evidence, a new alternate shall be designated by the Panel from the ordered roster using the same procedure described above. If, due to attrition, the Hearing Panel membership is reduced to four after hearing evidence has begun, the hearing process shall continue. Further attrition shall result in cancellation of further hearings and reinitiation of the process.

(h) A detailed, confidential record of the Hearing Panel selection process shall be kept, and shall include names of all participants and their relations to the case.

2. The Hearing Process

(a) The Chair of the Hearing Panel, who shall be selected by majority vote of the Hearing Panel, shall be in charge of all subsequent stages in the hearing process, and may vary the following procedures as justice and due efficiency may require. The University

will bear any costs of the hearing procedure, except that the individual concerned will be responsible for any fees he or she incurs for counsel, expert witnesses, and other defense expenses.

(b) Within seven days of the selection of a Hearing Panel, written notice of the specific charges will be given to the individual. If the individual concerned waives his or her right to appear, or refuses to participate in the hearing in person or in writing, the Hearing Panel will evaluate all available evidence, and will rest its recommendation upon the evidence in the record.

(c) The hearing will be closed unless the individual concerned requests in writing that it be open.

(d) During the hearing, the individual concerned will be permitted to be represented by an academic advisor, a Union representative, or a personal advisor. Representation by an attorney will not be permitted, except that the charged individual may be accompanied and advised by legal counsel only when criminal charges involving the same issues as the disciplinary charges are pending against the individual. In such a circumstance, the Provost may likewise be accompanied and advised by legal counsel. Legal counsel may not speak on behalf of either party. The Provost may be accompanied by or represented at the hearing by a designee. At its request, the Union may additionally have two representatives observe the proceedings, and the individual may, at his or her request, have one personal or academic advisor in attendance as an observer. Each side shall prior to commencement of the hearing notify the Chair of the Hearing Panel as to the identity of the person who will speak for each side and any other individuals who will be present. Unless permitted in the discretion of the Hearing Panel, only one person shall speak for each side, in presenting evidence, or cross-examining witnesses, or making opening or closing statements.

(e) A tape recording of the hearing or hearings shall be made and shall be provided to the individual promptly upon request. If a transcript is mutually desired the cost shall be shared equally; otherwise, either party requesting a transcript shall bear the cost.

(f) The burden of proof that just cause exists rests with the Provost.

(g) The individual concerned will be afforded an opportunity to obtain all relevant witnesses and documentary or other evidence, and the administration of the University will attempt to secure the cooperation of such witnesses and make available all relevant documents and other evidence within its control.

(h) The Chair of the Hearing Panel may grant adjournment to enable either party to investigate evidence as to which a valid claim of surprise is made.

(i) The Provost and the charged individual shall have the right to confront and cross-examine all witnesses. No anonymous material will be introduced into evidence; in this regard, student evaluations of teaching pursuant to Articles 21.7, 21.9, 33.6, and 33.8 shall not be considered anonymous material.

(j) The Hearing Panel will not be bound by strict rules of legal evidence. The Hearing Panel will make all determinations about relevance of testimony and witnesses, and will rule on all interpretations of rules, regulations, and policies and any requests that are made during the hearing.

(k) The Hearing Panel will conduct a fair and impartial hearing which ensures the rights of all parties involved; will receive and consider relevant evidence which reasonable

people customarily rely upon in the conduct of serious business; will ask relevant questions of the Provost, the individual charged, and any witnesses if needed to elicit information which may assist in making a recommendation; and will ensure that the Provost and the individual have full opportunity to present their claims orally or in writing, to present and cross examine witnesses, and to present evidence which may establish their claims.

(l) The findings of fact and the recommendation will be based solely on the hearing record.

(m) Unless the individual concerned requests otherwise, except for such simple announcements as may be required covering the time of hearing and similar matters, public statements and publicity about the case by the Hearing Panel, the individual concerned and his or her representatives, and the administration will be avoided until the proceedings have been completed and a recommendation reached. The appropriate chancellor, the individual concerned, and the MSP/FSU will be notified of the recommendation in writing and will be given a copy of the record of the hearing.

(n) Conduct of the Hearing

- The Chair of the Hearing Panel shall be in full charge of the hearing.
- Hearing sessions may be scheduled, at the discretion of the Chair of the Hearing Panel, on any weekday during the academic year during the hours from 8:00 a.m. to 6:00 p.m. or, by unanimous consent of the parties, at other times or during other periods.
- The Chair of the Hearing Panel shall read the specification of charges against the individual.
- The Chair of the Hearing Panel shall request the individual to submit a brief response to the charges, indicating whether the specifications are admitted or denied.
- Brief opening statements will be permitted.
- The Provost shall present testimony to support the charges. The individual concerned and his or her advisor or Union representative shall have the right to cross-examine witnesses and present evidence in response to the charges. The Provost shall have the right to cross-examine the individual's witnesses.
- After the case of the individual, the Provost may present rebuttal evidence. Rebuttal evidence shall be limited to new matters brought forth in the individual's case. Surrebuttal evidence (limited to evidence rebutting the charging party's rebuttal evidence) shall be allowed.
- The provost may present closing arguments.
- The individual concerned or his or her advisor or Union representative may present closing arguments.
- The Hearing Panel shall adjourn the hearing and shall thereafter prepare its findings and conclusions in the form of a written report. The oral deliberations of the Hearing Panel shall be confidential.

3. The Hearing Panel's Report; Chancellor's Decision

The Hearing Panel shall report to the Chancellor within thirty days after the conclusion of the hearing, or as soon thereafter as possible. The Hearing Panel shall determine, with supporting reasons as to each charge, whether the administration by a preponderance of the evidence has proved that the conduct as charged occurred, and if so, whether it (a) merits dismissal or (b) does not merit dismissal. If the Hearing Panel concludes that the conduct does merit dismissal, but that there are circumstances that warrant clemency, it will so recommend. If the Hearing Panel concludes that the conduct does not merit dismissal, it may recommend (a) that the conduct does not merit any disciplinary action or (b) a lesser penalty than dismissal.

The Chancellor shall not be limited in his or her decision to the recommendation of the Hearing Panel, but shall provide a statement of compelling reasons in written detail if he or she decides to impose a sanction more severe than that recommended by the Hearing Panel. Such decision shall be rendered within seven days of receipt of the Hearing Panel's report, and the Chancellor shall promptly notify the individual concerned, the Provost, the Hearing Panel, and the MSP/FSU of his or her decision in the case, together with reasons therefor if he or she does impose a penalty. The decision of the Chancellor shall be final, subject only to review by the President or designee as hereinafter provided, judicial review or grievance procedures available under existing collective bargaining agreements. The MSP/FSU shall have the sole right, within thirty days of receipt of the notification of the Chancellor's decision, to initiate final and binding arbitration of said decision under the provisions of Article 25.5(c).

H. Review by the President or Designee

Within five days of receipt of the Chancellor's decision, the individual may appeal the Chancellor's decision to the President or designee. After reviewing the written record, the President or designee shall, within thirty days, render a written decision either concurring with the Chancellor's decision or remanding the matter to the campus for reconsideration at the appropriate level(s), as specified by the President. The timelines set forth in this article for such level(s) shall then apply. A matter may only be remanded to the campus once. If such an appeal is made to the President or designee, the thirty-day period for filing for arbitration shall begin on the date the President or designee's decision is received or the due date for such decision, whichever shall occur first.

I. Time Limits

Expeditious completion of these procedures is in the best interests of all parties concerned. The time limits specified are desired. The Provost, Hearing Panel, or Chancellor, as appropriate, may, upon request or his, her, or its own initiative, extend for compelling cause, any of the foregoing time limits.

J. Trustee Policy

This Agreement supercedes and replaces Trustee Policy #T64-061, which is hereby rescinded as it applies to bargaining unit members.

K. Implementation

The parties agree to the creation of a joint committee on each campus to devise implementation guidelines to address such issues as timelines and quorum provisions, and to discuss the relationship of this process to the process described in Article 17.

18.5 Removal of Principal Investigators

Funded activities with contracted obligations under the direction of a principal investigator or project director are normally appropriately viewed as work products of those who have secured funding in these roles. These activities will include, but not be limited to, research grants, training grants, education grants, conference grants, and unrestricted donations or grants for unspecified research or consultation in designated areas. From time to time, issues arise concerning the discharge of contracted obligations that can have serious consequences for the University, its officials, faculty, and students who are involved. There may be occasions such as issues concerning misconduct, incapacitation, or resignation, which could appropriately result in removing a principal investigator or project director from a position of primary responsibility in fulfilling funded obligations, or not allowing a successor grant application to be made. The intention of this policy is to specify the procedures for dealing with such circumstances in a way that preserves the rights and responsibilities of all concerned parties (including funding sources). No principal investigator or project director will be involuntarily removed from grantee status or disallowed opportunity to renew grantee status except in conformance with the procedures below.

For the purposes of this policy, the line of administration will be considered to go from the faculty member to the head, chair, or director of his or her department or program, then to the dean of the appropriate college, and then to the Vice Chancellor for Research or similar position. Hereafter, "grantee" will refer to any principal investigator, any pair (or larger group) of principal investigators, or any project director or pair (or larger group) of project directors.

Procedures:

In the event that anyone has concerns about the conduct of a grantee in the performance of a grantee's funded obligations, those concerns shall be directed in writing to the head, chair, or director of the grantee's department or program, who will then initiate an informal meeting with the grantee to discuss the situation. At this point in the process, the head, chair, or director will discuss the situation without identifying the person or agency that has brought forward the concerns. This initial step should be regarded as a primarily informal attempt at a quick resolution of issues.

If the situation cannot be resolved informally to the satisfaction of both parties (the head, chair, or director and the grantee), the head, chair, or director will inform the grantee in writing of the concerns that were previously discussed informally, as well as detailing the origins of the concerns, and may suggest formal steps to be taken to deal with the concerns that would be satisfactory. At this point, the Vice Chancellor for Research or similar position

may seek input from the sponsor. The grantee shall make any response in writing within two weeks after receiving written notice of the concerns. If the outstanding issues are not resolved by this exchange to the satisfaction of both parties, and cannot be resolved within two additional weeks by a further exchange of letters, then either party can request that the file of letters be forwarded to the dean. The dean will initiate an informal meeting with the grantee and the head, chair, or director in an effort to negotiate a settlement. If the dean cannot negotiate a mutually agreeable settlement within one month of receiving the case, the file will go forward with a narrative letter reporting the efforts attempted and their failure, along with any comments, to the Vice Chancellor for Research or similar position.

When the file reaches the Vice Chancellor for Research, a final attempt at a mutually agreeable informal settlement may be made by the Vice Chancellor for Research. If this fails, or if the Vice Chancellor does not believe that an informal settlement is possible, he or she shall, within one month of receiving the case and with the concurrence of the Research Council at the Amherst campus (and through an analogous procedure at the Boston campus to be determined by the Union and the Administration), appoint a hearing panel of five tenured faculty members not from the same school who have been extramural grantees of some kind during the past seven years to settle the disagreement. The Vice Chancellor will appoint the chair of the hearing panel. The hearing panel will meet within one month of their appointments. After hearing from all parties in an appropriate hearing procedure, to be concluded within one month of the initial meeting and to be determined by agreement between the hearing panel and the Vice Chancellor for Research after consultation with all parties, the hearing panel will issue its written recommendation, based on a majority decision, to the Vice Chancellor for Research and all parties within one month after the hearing ends. The recommendation, with explanation of reasons, will be either that no change in the management of the funded activity be made, or that the Vice Chancellor work with the funding agency and any campus agencies involved to negotiate a change in funding responsibilities. The decision of the Vice Chancellor for Research will be made within two weeks of receipt of the hearing panel's recommendation and will be binding on all parties, as will the results of any negotiations concluded by the Vice Chancellor for Research after a recommendation for change.

Timelines:

Every effort should be made to observe the timelines above, which may nonetheless be extended by mutual agreement.

ARTICLE XIX
WORKING CONDITIONS

19.1 The Employer/University Administration agrees to provide working conditions that meet health and safety standards provided for in applicable state and federal statutes. When a condition is found not to meet such standards, the Employer/University Administration agrees to remedy such conditions as soon as possible and within budgetary constraints; 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.

19.2 Subject to the availability of funds, the Employer/University Administration agrees to continue to provide overall support services at least at a level commensurate with those currently in effect for bargaining unit members.

19.3 The Employer/University Administration agrees to provide to the Union on an annual basis an accounting of the sources and distribution of indirect funds derived from the procurement of grants and other external funding awards.

19.4 During the period following the negotiation of this Agreement, the parties will, jointly with other Boston campus unions which choose to participate, engage in negotiations about proposed increases in the parking fees. If these negotiations do not produce an agreement by December 1, 2001, the University shall have the unchallenged right to implement, effective January 1, 2002, its last best offer or the rate structure proposed by the University on April 30, 2001, whichever of the two is deemed preferable by the Union. Duly elected or appointed student representatives will be invited to attend the negotiation sessions concerning this issue.

19.5 Parking rates on the Amherst campus shall be governed by the terms of the agreement reached between Amherst campus unions and the University in May 1999.

ARTICLE XX
LIBRARIANS

20.1 The Employer/University Administration recognizes that professional librarians are a closely allied group whose ultimate academic support function of aiding and furthering the educational and scholarly goals of the University in its three-fold educational mission of teaching, research and service, converges with that of the faculty, although pursued through different means and in a different manner.

20.2 Definitions

20.2.1 Librarian is defined as a bargaining unit member with the title of Librarian I, II, III, IV or V.

20.2.2 Professional librarian work experience, as used in this Article, is defined as employment at an academic, research or specialized library in a job capacity recognized as professional.

20.2.3 Total years of previous experience, as used in this Article, is defined as years of professional librarian work experience prior to employment at the University or other relevant work experience which is directly related to the qualifications of the specific position.

20.2.4 Credit for prior experience, as used in this Article, is defined as those years of total previous experience credited toward rank upon initial appointment and credited toward eligibility for a five (5) year reappointment, which credit shall not exceed three (3) years.

20.2.5 Length of service at the University, as used in this Article, is defined as the total number of years in the ranks of Librarian I through V at the libraries of the University.

20.2.6 Years of service in rank, as used in this Article, is defined as the total number of years in a given librarian rank at the University.

20.2.7 Year, as used in this Article, in calculating years of previous experience or shall be defined as twelve (12) months of employment at thirty-five (35) or more hours a week. Anything less shall be pro-rated.

20.2.8 Personnel action, as used in this Article, is defined as reappointment, promotion, and merit salary increases.

20.3 Committees

20.3.1 Librarians Personnel Committee

Each year the librarians in the bargaining unit on each campus shall elect a Librarians Personnel Committee (LPC), for the purpose of making recommendations to the Director of Libraries (DOL) in personnel actions as set forth herein. This committee shall serve from July 1 through June 30 and the DOL shall be notified by July 1 of the members elected to serve. The LPC shall meet as necessary to fulfill its responsibilities set forth in this Agreement.

In addition, the LPC may make recommendations for sabbatical leaves and, pursuant to Subsection 20.5.2 recommendations for initial appointments and for the number of years of credit for prior experience that should be granted toward rank upon a librarian's initial appointment and toward eligibility for a five-year reappointment. Neither these recommendations nor decisions counter to them shall be grievable.

20.3.2 Other Committees

The Employer/University Administration retains the right to seek the advice and counsel of an individual or group of librarians on matters of mutual interest, consistent with this Agreement and the requirements of M.G.L. Chapter 150E.

20.4 Procedures for Personnel Actions

20.4.1 Notice of a personnel review for reappointment or promotion shall be send to the librarian by the DOL no later than August 1 prior to the academic year in which the review takes place.

20.4.2 In reviews for promotions and five-year reappointments the procedures listed below shall be followed.

A. In accordance with Sections 24.4 and 24.5, a basic file shall be created.

B. The librarian shall submit to the administrative unit head any and all materials for inclusion in the basic file that he/she believes will be relevant to the scheduled personnel action.

C. The materials in the basic file shall be accessible to the librarian, with the exception of any letters of reference or evaluation to which he/she has voluntarily waived access.

D. When the basic file is forwarded from the level of the librarian's administrative unit head, it shall contain:

1. a table of contents;
2. a current resume (including a list of professional accomplishments);
3. the librarian's Annual Report and Evaluation Forms;
4. copies and reviews of publications and/or evidence of other professional accomplishments;
5. any letters of reference or commendation received by the department head in connection with the scheduled personnel action;
6. any and all materials submitted by the librarian; and
7. the recommendation of the librarian's administrative unit head.

E. At subsequent administrative levels, there shall be added, as applicable at each level:

1. the recommendations of department and/or division heads;
2. the recommendation and numerical vote of the LPC;
3. the recommendation of the DOL;
4. the decision of the provost; and
5. other materials solicited, submitted, or received during the review process.

F. A copy of the updated table of contents of the basic file and the recommendation of the LPC shall be send to the librarian when the basic file is forwarded to the Director.

G. A copy of the updated table of contents and the recommendation of the DOL shall be sent to the librarian and the LPC when the basic file is forwarded to the provost.

H. A copy of the updated table of contents and the decision of the provost shall be sent to the librarian, the DOL and the LPC when the decision is made.

20.4.3 A. The DOL or other administrative official shall make a recommendation or decision counter to the original recommendation of the LPC only in exceptional circumstances and with compelling reasons in written detail, which shall specifically address the content of that recommendation as well as the established standards and criteria.

B. When the DOL is considering making a recommendation or decision counter to the original recommendation of the LPC in those personnel actions specified in Article 24.4(b), the DOL shall invite the LPC to provide additional information for the basic file or clarification of the recommendation in question.

C. When the Provost is considering making a decision counter to either the recommendation of the LPC or the recommendation of the DOL in those personnel actions specified in Article 24.4(b), the provost shall invite the DOL to provide additional information for the basic file or clarification of the recommendation in question.

20.5 Appointments

20.5.1 Posting of Vacancies

A. When a vacancy is to be filled, notice of all such vacancies in librarian positions within the bargaining unit, with a description of the position, shall be posted on a designated bulletin board in each of the University's libraries, or by comparable electronic means. In addition, the job opportunity sheet shall be forwarded to the Union office on each campus.

B. The recruitment procedures and filling of vacancies shall conform to applicable affirmative action guidelines.

20.5.2 Procedure

The LPC shall have the opportunity to review the application files of every applicant for any vacant bargaining unit position in the libraries. After consulting the LPC, the DOL and the departmental head shall select the candidates to be interviewed for the position. The LPC shall have the opportunity to interview all final candidates and to recommend to the DOL and the departmental head the order of preference in which the final candidates should be offered the position. When appropriate the LPC may recommend the number of years of credit for prior experience that should be granted toward rank and toward eligibility for a five-year reappointment.

20.5.3 Criteria

Initial Appointment Criteria

A. For appointment as Librarian I, a candidate must have satisfied all the requirements of a master's degree in library science – or equivalent degree -- from a program accredited by the American Library Association, or its appropriate equivalent in librarianship from another country, or have appropriate equivalent experience; and have qualifications appropriate to the specific job description.

B. For appointment as Librarian II, a candidate must have a master's degree in library science -- or equivalent degree -- from a program accredited by the American Library Association, or its appropriate equivalent in librarianship from another country, or have appropriate equivalent experience; normally have two (2) years of experience as a professional librarian in this or another academic research or specialized library; and have qualifications appropriate to the specific job description.

C. For appointment as Librarian III, a candidate must have a master's degree in library science -- or equivalent degree -- from a program accredited by the American Library Association, or its appropriate equivalent in librarianship from another country, or in exceptional circumstances, have appropriate equivalent experience; normally have five (5) years of experience as a professional librarian in this or another academic, research or specialized library, of which three (3) years of experience must be in an appropriate field of library specialization; and have qualifications appropriate to the specific job description.

D. For appointment as Librarian IV, a candidate must have a master's degree in library science -- or equivalent degree -- from a program accredited by the American Library Association, or its appropriate equivalent in librarianship from another country, or, in exceptional circumstances, have appropriate equivalent experience; normally have ten (10) years of experience as a professional librarian in this or another academic, research or specialized library, of which three (3) years of experience must be in an appropriate field of library specialization; and have qualifications appropriate to the specific job description.

E. For appointment as a Librarian V, a candidate must have a master's degree in library science -- or equivalent degree -- from a program accredited by the American Library Association, or its appropriate equivalent in librarianship from another country, or in exceptional circumstances, have appropriate equivalent experience; normally have fourteen (14) years of experience as a professional librarian in this or another academic, research or specialized library, of which three (3) years of experience must be in an appropriate field of library specialization; demonstrated excellence in librarianship and individual specialization; and have qualifications appropriate to the specific job description.

20.5.4 Initial Contract Length

A. Individuals appointed full-time and part-time to the position of Librarian I or II shall be granted an initial contract of at least twelve (12) months, but may be granted a contract of up to twenty-four (24) months at the discretion of the Employer/University Administration.

B. Individuals appointed full-time and part-time to the position of Librarian III, IV or V shall be granted an initial contract of at least twelve (12) months, but may be

granted a contract of up to thirty-six (36) months at the discretion of the Employer/University Administration.

C. All such initial contracts mentioned in Subsections 20.5.4A and B shall be granted so that the contracts expire on July 1.

D. Individuals appointed to the positions of Librarian I through V for the purpose of carrying out a specific project or to fill a short-term need shall be appointed for no longer than twenty-four (24) months. Individuals appointed to such temporary positions shall be included in the bargaining unit upon appointment only when their initial appointment is for a period longer than one (1) year. Individuals appointed to such temporary positions with initial appointments of one (1) year or less shall become members of the bargaining unit upon completion of nine (9) calendar months of service.

E. All individuals appointed to permanent part-time Librarian I through V positions shall be included in the bargaining unit and shall receive pro-rated salary and fringe benefits, as appropriate.

20.6 Evaluation

20.6.1 Each librarian shall be reviewed annually on the agreed-upon form entitled "Annual Report and Evaluation for Librarians." This review shall be in accordance with the timeline for personnel actions.

20.6.2 The librarian shall receive a copy of the completed evaluation form.

20.6.3 Personnel actions shall be based on the evaluation of the librarian's performance of assigned duties and responsibilities on the evaluation form and other relevant materials gathered in accordance with past practice in the campus library.

20.6.4 Except for the failure to evaluate a bargaining unit librarian according to his/her assigned duties and responsibilities, the provisions of Subsection 20.6.3 shall not be subject to Article XXV, Grievance Procedure.

20.7 Reappointments

20.7.1 In accordance with Subsection 20.3.1, 20.4.1, 20.4.3, and in cases involving five-year reappointments also 20.4.2, the LPC shall make recommendations on reappointments in conformity with Section 20.12, Timelines. The LPC shall forward its recommendations in writing to the DOL. After considering the LPC recommendation and relevant materials, the DOL shall forward his/her recommendation and the recommendation of the LPC to the Provost. Copies of the recommendations shall be sent to the librarian and the LPC at the same time they are sent to the next level of review. A copy of the Provost's decision shall be sent to the librarian and the LPC.

20.7.2 After completion of the initial appointment, a librarian shall be eligible for reappointments with a term of either two (2) or three (3) years, expiring July 1, provided that the librarian has exhibited satisfactory performance as demonstrated through his/her annual review (using the form set forth in subsection 20.6.1), unless timely notice is given of intent not to reappoint or to reappoint for a shorter period.

20.7.2 After demonstrated satisfactory completion of six (6) or more years of service (including credit granted for prior experience), as of July 1, the librarian is eligible for a five-year reappointment. On the recommendation of the LPC, a librarian may be granted up to

three years' credit for prior experience toward the establishment of the foregoing eligibility. In order to obtain a five-year reappointment, a librarian must demonstrate a high degree of competence in the performance of his/her duties as demonstrated through his/her annual review.

20.7.4 Once a librarian is given a five-year reappointment, such reappointment shall be renewable only for successive five-year terms unless timely notice is given in writing of intent not to reappoint or to reappoint for a shorter period, either of which shall be only for just cause.

20.8 Promotions

20.8.1 Procedures for Promotion

A. A librarian may become a candidate for promotion by self-nomination or by accepting nomination by the immediate supervisor, the LPC or the DOL or his/her designee. A nomination for promotion shall be sent in writing to the DOL.

B. The LPC shall consider each candidate for promotion and shall forward its written recommendation to the DOL. After considering the LPC recommendation and relevant materials, the DOL shall forward all recommendations in writing to the provost for action.

C. The procedure set forth in Subsections 20.8.1A and B shall be in accordance with the timelines as set forth in Section 20.12.

20.8.2 Criteria for Promotion

A. A promotion is defined as a change in rank as a librarian from one rank to the next higher rank.

B. In order to be considered for promotion, a librarian must meet the requirements of the rank in question as set forth in Subsections 20.5.3B through E and the following experience requirements:

To Promote To	Minimum Total Years Of Previous Experience and Length of Service To University	Minimum Years of Service in Rank
Librarian II	2	1
Librarian III	5	2
Librarian IV	10	3
Librarian V	14	3

C. Promotions will be primarily based on meritorious performance of duties and responsibilities; and secondarily on meritorious performance of professional growth and development and service activities as a professional librarian. The standards and criteria for promotion decisions will be those contained in the document "Library Promotion Policy."

20.9 Notice

20.9.1 The Employer/University Administration shall provide each librarian with notice of the decision regarding reappointment as follows:

Length of Continuous Service to the University	Minimum Notice Required Prior to Expiration of Appointment
Up to one year	3 months
More than one but less than six years	6 months
Six or more years (and not covered below.)	12 months
Librarian serving on second or subsequent five-year contract	24 months

20.9.2 Notice of Resignation

A librarian who wishes to resign shall give the following minimum notice to the University prior to the expiration of appointment:

Length of Service at the University	Minimum Notice Required
Up to one year	30 days
More than one year but less than six years	60 days
Six years or more	90 days

20.9.3 Continuous service shall be broken only by resignation or termination.

20.10 43 Week Workyear

20.10.1 Librarians who desire to be employed on less than a twelve (12) month basis may make written application to the DOL for conversion to a 43-week workyear no later than six (6) months prior to the effective starting date of the requested 43-week workyear. Such requests shall not be deemed a personnel action subject to Sections 20.3 and 20.4. Approval or disapproval of the request shall be given in writing by the DOL no later than three (3) months prior to the requested effective date. In making the decision, the DOL shall give consideration to the need of the library to perform its service obligations to the University community, the librarian's professional specialization, the number of 43-week workyears previously awarded to the librarian and years of satisfactory service. Where such requests are denied, specific reasons will be provided in writing to the librarian. Such denials shall not be subject to Article XXV, Grievance Procedure.

20.10.2 Librarians awarded a 43-week workyear shall receive a salary of eighty-five (85) percent of the then current 52-week contract salary. Such salary shall be paid over a 52-week period, and fringe benefits as applicable shall be appropriately pro-rated.

20.10.3 No librarian shall be required to convert to a 43-week workyear.

20.11 Workload

20.11.1 The workload for librarians shall be a maximum of thirty-seven and one half (37.5) hours per week. The scheduling of librarians' working hours shall be the right of the DOL or designee. The development of the working schedule shall take into account the following factors: the need of the library to perform its service obligations to the University community, the librarian's professional specialization, the years in rank of the librarian and his/her preference. To the extent possible there shall be equitable treatment in the scheduling of librarians' hours.

20.11.2 Each librarian who wishes release time to pursue advanced study, research or teaching, or to attend professional meetings, shall make written application to the DOL at least twenty (20) days prior to the requested date for release. The request shall specify the reasons for the request, the activities to be undertaken, the benefit to the library and the amount of release time necessary to complete the project. The DOL shall provide his/her written decision to the librarian within (10) days of receipt of the request.

20.12 Timelines

The DOL shall formulate a timeline for personnel actions no later than September 1 of each year. The timeline for personnel actions beyond the level of the DOL shall be in accord with the campus master calendar.

20.13 Vacation Leave

For bargaining unit librarians, paid vacation shall be twenty-two (22) days a year accumulated on a monthly basis and credited to bargaining unit librarians on the last Saturday of the calendar month during which such vacation leave accrued. One (1) additional day a year shall be added to the vacation leave benefits available to a bargaining unit librarian upon the completion of five (5), ten (10) and twenty (20) years of service, respectively. In no event shall the credited vacation leave of a bargaining unit librarian exceed sixty-four (64) days. Any unused vacation leave to exceed sixty-four (64) days will automatically be converted to paid sick leave.

20.14 Effective Date

In no case shall the terms of this Article abrogate notice and other actions properly given under University procedures in effect prior to the effective date of this Article, nor shall the Employer/University Administration be held to the requirements set forth herein where the effective date of this Article makes compliance with such requirements impossible or impracticable to fulfill.

ARTICLE XXI
PART-TIME FACULTY

21.1 Part-time faculty who, during the course of their current employment as part-time faculty (a) are employed as half-time, or (b) have taught five courses (excluding grant/contract-funded courses that are not and do not subsequently become part of the regular curriculum and excluding all summer Continuing Education courses, but including all fall and spring Continuing Education courses) over three consecutive semesters, or (c) have taught eight courses (excluding grant/contract-funded courses that are not and do not subsequently become part of the regular curriculum and excluding all summer Continuing Education courses, but including all fall and spring Continuing Education courses) over any period of time beginning with courses taught in the fall 1993 semester shall be members of the bargaining unit. The provisions of this Agreement shall apply solely to bargaining unit part-time faculty members. The bargaining unit status of part-time faculty shall not be affected by:

(a) a temporary interruption of service of four semesters or less caused by the Employer/University Administration;

(b) a temporary interruption of service of four semesters or less for professional development recommended by the chairperson/head and approved by the dean;

(c) a temporary interruption of service of two semesters or less for purposes of introducing a new child--natural, adoptive, or foster--into the household; or for medical reasons.

21.2 Faculty who are employed on a part-time basis shall be entitled to appropriate fringe benefits in accordance with state rules, regulations or statutes. The University will, subject to any necessary approvals by the Group Insurance Commission and the State Retirement Board, and for the life of the Agreement, provide benefits to bargaining unit members currently teaching two courses, based upon the following requirements:

(a) Part-time faculty members who have begun their second year of consecutive service beyond entrance into the bargaining unit and have an established teaching pattern of two courses (excluding grant/contract-funded courses that are not and do not subsequently become part of the regular curriculum and excluding all summer Continuing Education courses, but including all fall and spring Continuing Education courses) each semester will be eligible for consideration of benefits. Continued eligibility will be based upon continued teaching at this pattern and continued unit status. Assignment of courses and sections will be subject to availability of funding, departmental need, and the unit member's position on the department's prioritized list. Consistent with other applicable contractual provisions and departmental need, every effort will be made to ensure that eligible faculty are not denied access to teaching state-funded courses. In no case shall the University be required to make available courses or sections to meet the provisions of this Agreement.

(b) Unit members who have met the eligibility requirements and wish to be considered for benefits, in any semester in which they are teaching two courses or sections that count toward unit membership, will also be assigned additional weekly responsibilities in assisting the department chairperson or his or her designee on scheduling matters or other appropriate professional matters the chairperson or designee may determine.

(c) These additional responsibilities, together with the two course or section assignment, will result in the bargaining unit member being given a half-time (50%) appointment, making the member eligible for benefits.
(d) The unit member will be paid in base salary an additional two hundred dollars ($200.00) in each semester in which he or she is assigned the additional responsibilities.
(e) Implementation details, including but not limited to starting date and conversion to nine-month appointments, are to be determined.
(f) Fall and spring Continuing Education courses of three or more credits each shall be included in determining eligibility for benefits under this Section.

21.3 Part-time faculty members' workload shall normally consist of teaching and directly related responsibilities, such as regularly scheduled office hours and normal extra-classroom instructional assistance to students. In cases where part-time faculty perform additional workload assignments, such assignments and the compensation to be paid shall be mutually agreed upon by the Employer/University Administration and the part-time faculty member and shall be specified on his/her appointment and reappointment forms.

21.4 Subject to the availability of funds and programmatic and scheduling need for part-time faculty, the department chair/head shall, in conjunction with the departmental personnel committee or, where one does not exist, any other appropriate mechanism, establish prioritized lists of names for hiring part-time faculty. Each department/program shall establish evaluation procedures as provided in Sections 21.4 through 21.7 to guarantee that such individuals perform satisfactorily in order to be eligible for future hirings. Subject to the above conditions, the department/program shall, when feasible, recommend the hiring of bargaining unit part-time faculty before hiring nonbargaining unit part-time faculty. Such recommendations shall be forwarded to the dean for review and appropriate action. Courses taught in different departments shall be included in the calculation of unit membership as described in Article 21.1 but shall not be included for placement on a department's priority list as described in Article 21.4 unless the department head establishing the priority list approves an exception.

21.5 In conjunction with the departmental personnel committee or, where one does not exist, any other appropriate mechanism, the department chairperson/head and academic administrative officials, as appropriate, shall evaluate part-time faculty at least once annually on an appropriate form. The form will provide an appropriate space for the evaluation of any assigned duties other than teaching.

21.6 During a part-time faculty member's annual review, the departmental personnel committee or, where one does not exist, any other appropriate mechanism, shall examine the part-time faculty member's performance in teaching, including student evaluations. Each department shall develop or adopt one or several forms appropriate to the evaluation of part-time teaching in that department, as well as procedures for the administration of student evaluations of part-time teaching.

21.7 Upon the request of a part-time faculty member, the chair of the departmental personnel committee or, where one does not exist, any other appropriate mechanism, or the chairperson/head shall meet once with the part-time faculty member to discuss or obtain

information with regard to the faculty member's performance and/or the written comments already provided. Each part-time faculty member retains the right to respond in writing to any written comments by any individual or group of individuals on his/her evaluation form and to have the response affixed to the evaluation.

21.8 Student evaluations of part-time faculty shall be kept on file in the department or program office for a period of three (3) years.

21.9 When a course usually taught by a full-time faculty member requires staffing and the Employer/University Administration, after consulting with the departmental personnel committee or, where one does not exist, any other appropriate mechanism, determines that this course can best be taught by currently employed qualified part-time bargaining unit members, they shall be offered the assignment in order of the priority lists provided for in Section 21.4.

21.10 Once the scheduling for a semester begins, the chairperson/head shall, upon request, provide a part-time faculty member with an estimate of the department's need for part-time faculty for the semester being planned and the likelihood of the individual's being hired for that semester.

21.11 Upon request, the chairperson/head shall indicate a part-time faculty member's position on the prioritized lists for part-time hiring.

21.12 Effective September 1, 1987, and subject to Section 21.4 and where a past history in the department/program demonstrates a continuity of need, the Employer/University Administration will increase the percentage of academic year contracts for bargaining unit part-time faculty to a minimum of forty (40) percent of the total of such positions in the bargaining unit and the percentage of two year contracts for bargaining unit part-time faculty to a minimum of an additional fifteen (15) percent of the total during the term of this Agreement.

21.13 Effective September l, l986, the salary of a part-time bargaining unit member promoted to the rank of part-time assistant professor, part-time associate professor, or part-time professor with the responsibility of teaching two (2) courses per academic year and with proportional responsibilities in the areas of research, creative or professional activity and service shall be at least one-third (l/3) of the appropriate starting salary for the rank and department and for a faculty member with his/her qualifications and experience; with the responsibility of teaching three (3) courses per academic year and with proportional responsibilities in the areas of research, creative or professional activity and service shall be at least one-half (l/2) of the appropriate starting salary described above; or with the responsibility of teaching four (4) courses per academic year and with proportional responsibilities in the areas of research, creative or professional activity and service shall be at least two-thirds (2/3) of the appropriate starting salary described above.

21.14 Sections 21.5 and 21.8 shall not be grievable pursuant to Article XXV, Grievance Procedure. Section 21.3 may be grieved only through Level Two of the grievance procedure in Article XXV.

ARTICLE XXII
RETRENCHMENT

22.1 Introduction: The parties agree that the Employer's/University Administration's right to institute retrenchment in a financial exigency carries with it the obligation, as befits a step with such serious consequences for the institution and for individuals, to seek the advice of faculty, librarians and other affected constituencies before and during such actions, to search for alternative measures to effect the desired ends, to attempt to safeguard the constitutional and property rights of faculty and librarians in continued employment and to preserve, to the greatest extent possible, the quality of the educational process at the University.

22.2 Definition: For purposes of this Article, "retrenchment" shall be defined as the involuntary reduction or abrogation by the Employer/University Administration of a contract of a nontenured bargaining unit member prior to the expiration date of his/her current period of appointment or the involuntary reduction or abrogation by the Employer/University Administration of a contract of a tenured bargaining unit member, subject to the recall and other provisions of this Article. "Retrenchment" shall not include suspension, reduction in appointment or termination pursuant to Articles VII, XVII or XVIII of this Agreement. No bargaining unit librarian shall hold retrenchment rights superior to bargaining unit librarians on five-year just cause contracts.

22.3 Effect of Article: In the event that the provisions of this Article conflict with any other provision(s) of this Agreement, the provisions of this Article shall prevail.

22.4 Procedures for Retrenchment for Financial Reasons:

(a) The procedures in Section 22.4 shall apply in all instances where the Employer/University Administration anticipates that retrenchment for financial reasons may be necessary.

(b) If the Employer/University Administration determines that retrenchment for financial reasons may be necessary, it shall so notify the Union, governance bodies and other appropriate faculty/librarian groups and shall provide said groups with a preliminary retrenchment plan, which shall address the reasons for the anticipated retrenchment, the amount of the anticipated retrenchment and the areas proposed for retrenchment.

(c) Accurate information, statistics and/or financial data related to such plan shall be made available by the Employer/University Administration for inspection and/or copying upon request of the above groups.

(d) The Employer/University Administration shall provide a reasonable period of time and, whenever possible, a minimum of thirty (30) days from the issuance of the preliminary retrenchment plan, to receive advice from the above groups.

(e) If, after having considered the advice of the above groups, the Employer/University Administration determines that retrenchment remains necessary, the Employer/University Administration shall issue a final retrenchment plan, which shall state the units in which retrenchment shall occur, the extent of retrenchment in each such unit and, if known, the projected duration of retrenchment. In developing the final retrenchment plan, the Employer/University Administration shall address the following considerations:

(1) the mission of the affected unit(s) and how circumstances have altered that mission;

(2) the dependence of other unit(s) of the University on the unit(s) affected;

(3) duplication elsewhere in the University of the offerings of the unit(s) affected and/or arrangements to replace offerings lost;

(4) arrangements to allow students in the affected unit(s) to satisfy academic needs or requirements;

(5) possible consequences to the stature of the University;

(6) status of faculty or librarians involved and their possibilities of re-employment elsewhere in the University;

(7) the problems inherent in making programmatic decisions within the time constraints imposed;

(8) the advisability of program curtailment as opposed to program abolition.

(f) Once a determination has been made to retrench bargaining unit members within a particular unit, the order of retrenchment of bargaining unit members within said unit shall be:

(1) Part-time bargaining unit members, temporary bargaining unit members and bargaining unit members on terminal appointments;

(2) Probationary full-time faculty and librarians not serving on five-year reappointments; and

(3) Tenured faculty and librarians serving on five-year reappointments.

(g) In selecting among bargaining unit members within categories in Subsection 22.4 (f) (2) and (3), the order of retrenchment shall be in inverse order of seniority, provided that the Employer/University Administration may disregard said order if the Employer/University Administration determines that continued employment of a bargaining unit member(s) is essential to:

(1) the mission and purpose of the unit or the University;

(2) the integrity or operation of the unit; or

(3) the campus affirmative action goals.

The Employer/University Administration shall notify the Union of each such exemption claimed.

22.5 Procedures for Retrenchment for Programmatic Reasons:

(a) The procedures in Section 22.5 shall apply to all instances of retrenchment not subject to Section 22.4.

(b) It is the responsibility of the Employer/University Administration to determine which academic and library units are appropriate to the educational mission of the University. The Employer/University Administration may determine that a particular unit shall be discontinued or reduced in size. Although it is the Employer/University Administration that must make such a determination, it is desirable that such a serious decision be preceded by careful consideration and appropriate consultation.

(c) The Employer/University Administration agrees that, in the event an academic or library unit is proposed for termination or reduction, the unit concerned and governance bodies (in accordance with Article XIII) shall be provided with not less than ninety (90) calendar days between September 1 and June 30 to present advice on the Employer's/University Administration's proposal. The Employer/University Administration

agrees that in arriving at a decision to retrench for programmatic reasons, it shall address the considerations specified in Subsection 22.4(e) (1) through (6) as well as consistency with officially adopted long-range plans cited in Subsection 12.7(b).

(d) In the event that the Employer/University Administration determines to retrench fewer than all of the bargaining unit members in a particular unit, the order of retrenchment within said unit shall be as set forth in Subsections 22.4 (f) and (g).

22.6 Rights and Benefits of Retrenched Bargaining Unit Members:

(a) Notice

(1) With regard to retrenchment pursuant to Section 22.4, bargaining unit members to be retrenched shall be informed as soon as possible of their selection. When circumstances permit, the Employer/University Administration shall provide a minimum of fifty-two (52) weeks' notice to tenured bargaining unit faculty with ten (10) or more years of seniority and to bargaining unit librarians on five-year reappointments with ten (10) or more years of seniority; thirty-seven (37) weeks' notice to tenured bargaining unit faculty with less than ten (10) years of seniority and to bargaining unit librarians on five-year reappointments with less than ten (10) years of seniority; and sixteen (16) weeks' notice to all other full-time bargaining unit members. Such notice shall be provided in writing.

(2) With regard to retrenchment pursuant to Section 22.5, bargaining unit members to be retrenched shall be informed as soon as possible of their selection. The Employer/University Administration shall provide a minimum of fifty-two (52) weeks' notice to tenured bargaining unit faculty with ten (10) or more years of seniority and to bargaining unit librarians on five-year reappointments with ten (10) or more years of seniority; thirty-seven (37) weeks' notice to tenured bargaining unit faculty with less than ten (10) years of seniority and to bargaining unit librarians on five-year reappointments with less than ten (10) years of seniority; and sixteen (16) weeks' notice to all other full-time bargaining unit members. Such notice shall be provided in writing.

(3) With regard to bargaining unit faculty, the Employer/University Administration recognizes the desirability, whenever possible, of establishing retrenchment dates which coincide with the end of an academic semester so as to minimize the disruption of teaching.

(4) Notwithstanding Subsection 22.6 (a)(1) and (2), notice shall not extend beyond the termination of a bargaining unit member's term of appointment or reappointment. A bargaining unit member who has been given notice of retrenchment will, upon request, be released without pay at the end of any semester or session, even though the notice period has not yet expired.

(5) Where appropriate, the written notice of retrenchment specified above shall contain affirmation that the individual bargaining unit member's retrenchment resulted from factors unrelated to the individual's merit or good standing and shall contain either the date of resumption of employment or a statement that the retrenchment period is indefinite in duration.

(6) Once notice of retrenchment for financial reasons has been given, the Employer/University Administration and the affected bargaining unit

member by mutual agreement may abbreviate said notice period by agreeing to a lump sum payment of sixty (60) percent of the bargaining unit member's weekly salary for each week the notice period is shortened.

(b) The Employer/University Administration shall make a reasonable effort to locate employment for retrenched bargaining unit members within the University. The Employer/University Administration shall also establish a single out-placement office for the University.

(c) Upon request, full-time bargaining unit members who are retrenched may have their names placed on a recall list for a period of three (3) years from their dates of retrenchment. Qualified full-time bargaining unit members whose names are on the recall list shall be given an opportunity, in inverse order of retrenchment within the unit, to be reinstated to available positions in their retrenchment unit. Any full-time bargaining unit member who refuses such an employment opportunity shall be removed from the list. Any offer of employment pursuant to this section must be accepted within fourteen (14) days after the date of receipt of the offer.

(d) All full-time bargaining unit members on the recall list shall be regularly sent bargaining unit position vacancy announcements. For this purpose, it shall be the responsibility of the bargaining unit members to keep the Employer/University Administration advised of their current addresses.

(e) A tenured faculty member recalled to employment in his/her retrenchment unit shall return with tenure. A librarian on a five-year contract recalled to employment in his/her retrenchment unit shall return with a five-year contract.

(f) The Employer/University Administration shall provide information and assistance for applying for unemployment compensation upon request of a retrenched bargaining unit member.

(g) All bargaining unit members who are recalled shall regain eligibility for sabbatical leave, if any, which they possessed at the time of retrenchment, as well as accrued seniority and eligibility for other benefits consistent with state law.

22.7 Grievances: The procedures of this Article shall be grievable with the following exceptions:

(a) A complaint concerning the application to an individual(s) of the order of retrenchment within a retrenchment unit(s) pursuant to Subsections 22.4(f), 22.4(g) and 22.5(d) shall be heard by the chancellor and/or his/her designee and shall not be subject to Article XXV, Grievance Procedure;

(b) The substance of the preliminary retrenchment plan and the final retrenchment plan shall not be subject to Article XXV, Grievance Procedure;

(c) The introduction to this Article shall not be subject to Article XXV, Grievance Procedure.

22.8 Seniority: For purposes of this Article, seniority shall be defined as the length of continuous service at the University and/or seniority credit granted by the General Court to former Boston State College faculty/librarian employees. Continuity of service shall not be deemed broken by periods of authorized leave, and seniority shall continue to accrue during such periods of authorized leave. Continuity of service shall not be deemed broken by an

individual's period of retrenchment, but additional seniority shall not accrue during such periods of retrenchment.

22.9 The parties agree to a joint committee having as its charge the development and prioritization of a list of alternatives to retrenchment, which list upon acceptance by both parties shall become part of this Article. The committee shall be composed of two (2) bargaining unit members chosen by the Union and two (2) members chosen by the Employer/University Administration.

22.10 Bargaining unit members shall not be subject to retrenchment by the Employer's/University Administration's use of nonbargaining unit members to perform bargaining unit work within the retrenchment unit.

22.11 The University shall maintain a hiring freeze on all administrative, professional and bargaining unit positions during a retrenchment for financial reasons except for filling critical need vacancies.

ARTICLE XXIII
NO STRIKE

23.1 The Union will not call, cause, assist, encourage, participate in, condone, ratify or sanction nor will any bargaining unit member engage in a strike, work stoppage, slowdown or withholding of services during the term of this Agreement.

23.2 The Union agrees to indemnify the Employer/University Administration for all expenses and damages that occur as a result of any strike, work stoppage, slowdown or withholding of services when such action is publicly condoned by the Union.

ARTICLE XXIV
PERSONNEL FILES

24.1 There shall be one master personnel file for each bargaining unit member. Other official personnel files may be maintained by the Employer/University Administration at any administrative level. Upon the request of a bargaining unit member, the Employer/University Administration will identify the holders of the above files.

24.2 The provisions of the University's Fair Information Practices Act Regulations (Trustee Document T77-059) shall govern the collection, dissemination and maintenance of the personnel files set forth in Section 24.1. Alleged misinterpretations, misapplications or violations of T77-059 may be pursued only through the grievance procedure set forth in T77-059. Alleged misinterpretations, misapplications or violations of Sections 24.1, 24.3, 24.4, 24.5, 24.6, 24.9 shall be pursued through the grievance procedure set forth in Article XXV, Grievance Procedure.

24.3 The master personnel file shall henceforth include the following:

(a) copies of official correspondence between the Employer/University Administration and the individual bargaining unit member;

(b) copies of all completed personnel action forms;

(c) a copy of each annual evaluation;

(d) materials regarding sabbatical leaves and leaves of absence;

(e) application for employment and related materials;

(f) basic file(s) or a notation of its/their location(s);

(g) those materials which the bargaining unit member deems necessary to be added to his/her personnel file or a notation of its/their location(s);

(h) other materials added by the Employer/University Administration, provided that the bargaining unit member is sent a copy or notice of the addition at the time of the filing. Having made an appointment, each bargaining unit member may annually compile an index of material contained in his/her departmental, decanal and master personnel file. These indexes shall be certified within a reasonable time by the holder of the file.

24.4 A basic file shall be established to contain material used for review in the following personnel actions:

(a) For faculty members:

(1) reappointment through the tenure decision year;

(2) tenure review;

(3) review for promotion from assistant professor to associate professor (in those cases in which this action is separate from the tenure review);

(4) review for promotion from associate professor to professor.

(b) For librarians:

(1) five-year appointments;

(2) review for promotion from Librarian I to II;

(3) review for promotion from Librarian II to III;

(4) review for promotion from Librarian III to IV;

(5) review for promotion from Librarian IV to V.

24.5 The academic administrative official who compiles the basic file shall be responsible for compiling an index of the material contained therein (including all exhibits) and sending a copy of this index to the bargaining unit member involved. This index shall be reviewed and updated by the appropriate academic administrative official at each level of administrative review for the personnel actions mentioned in Section 24.4 and a copy of the updated index shall be sent to the bargaining unit member. In the case of librarians, the administrative official designated by the director of libraries shall be the official responsible for compiling the basic file.

24.6 Upon the request by any bargaining unit member, the Employer/University Administration shall provide a copy of T77-059.

24.7 After reasonable notice, the Union shall have access to the above personnel file(s) of a bargaining unit member during the normal business hours of the Employer/University Administration, provided that the Union presents written approval of the bargaining unit member to the holder of the personnel file to which access is requested.

24.8 A bargaining unit member shall be given an opportunity to voluntarily waive his/her right to access to letters of recommendations obtained in connection with personnel actions using the form "Waiver of Right of Access To Letters of Recommendation" (Appendix). Such waiver shall be for a specific personnel action(s) and cannot be retracted.

24.9 The Union agrees to indemnify and hold the Employer/University Administration and its officials, agents and representatives harmless from and against any and all liability for any improper, illegal or unauthorized use by the Union of information contained in such files.

24.10 It shall be the responsibility of each bargaining unit member to inform the Employer/University Administration of any change in name or address.

24.11 No anonymous materials shall be placed in the above personnel files. For purposes of this Article, student evaluations of teaching pursuant to Sections 21.7, 21.9, 33.6 and 33.8 shall not be considered anonymous materials.

24.12 Bargaining unit members shall notify the University of any changes, such as marital status, that might affect their benefits. The University will inform bargaining unit members annually of information required under this Section and the form in which changes are to be reported.

ARTICLE XXV
GRIEVANCE PROCEDURE

25.1 Definition: A grievance is an allegation or complaint by a member or members of the bargaining unit or the Union that there has been a violation, misinterpretation or improper application (including, notwithstanding any provision of Article III, Affirmative Action, to the contrary, individual complaints of discrimination rising out of personnel actions and based on race, color, religion, creed, sex, age, marital status, national origin, sexual preference, mental or physical handicap or political beliefs or affiliation) of the terms and conditions of this Agreement by an administrative official.

25.2 Intent: It is the declared objective of the Employer/University Administration and the Union to encourage the prompt resolution of grievances either by informal or formal procedures in the interest of maintaining harmony within the campus environment. Although the following procedure shall be used for the resolution of grievances, this procedure shall in no way impair or limit the right of any bargaining unit member, or the parties mentioned herein, to utilize any other remedy or proceeding established and existing under federal or state law. In the event that the grievant(s) and/or the Union elect to seek redress through any other remedy or proceeding established and existing under federal or state law (other than complaints before the Massachusetts Labor Relations Commission, the Massachusetts Commission Against Discrimination or the Equal Employment Opportunity Commission, brought to meet agency timelines but not to be simultaneously litigated), the Employer/University Administration shall have no obligation to process or continue processing a grievance or arbitration pursuant to this Article. The parties agree to make available one to the other all known relevant facts regarding the grievance in order to facilitate the earliest possible settlement of grievances prior to arbitration. The Union may present a policy grievance (one that affects more than one person) at any step of the grievance procedure prior to arbitration. In order to facilitate the prompt resolution of grievances, administrative officials identified in the grievance procedure may, upon notice to the Union, name a designee when necessary to fulfill their responsibilities as set forth herein. Any person designated by an administrative official identified herein to hear a grievance shall hear the grievance and render a decision.

25.3 Informal Procedure: When a potential grievance arises, the bargaining unit member(s) and/or the Union shall meet with the representative(s) of the Employer/University Administration (chairperson/head, dean/director of libraries or provost) closest to and best able to discuss the matter, and possessing the authority to resolve the dispute. Informal efforts at settlement shall not extend beyond twenty (20) days without the written agreement of each of the parties. The Employer/University Administration and the Union agree that informal resolution of grievances do not set precedents.

25.4 Time Limits for Personnel Actions Grievances: For grievance(s) arising out of personnel actions, the Union and/or the bargaining unit member shall not file a grievance until the final appropriate academic administrative official on the campus has made his/her decision in writing on the personnel action under consideration.

25.5 Formal Procedure: To initiate a grievance the grievant(s) and/or the Union shall complete the Grievance Form, which provides a statement of the facts surrounding the grievance, the specific provision(s) of this Agreement allegedly violated and the remedy requested.

(a) LEVEL ONE: Chancellor

The grievant(s) and/or the Union shall file the grievance with the chancellor within sixty (60) calendar days of the occurrence giving rise to the grievance or within sixty (60) calendar days of the date on which the grievant(s) and/or the Union learned or should have learned of such occurrence, whichever is later, but in no case longer than a year from the occurrence. If the alleged violation occurs while a bargaining unit member is on an approved leave, the bargaining unit member shall file the grievance within sixty (60) calendar days from the date of expiration of said leave or sixty (60) calendar days from the date the bargaining unit member learned or should have learned of the occurrence giving rise to the grievance, whichever is later, but in no event later than fourteen (14) calendar months from the date of the occurrence. The grievant(s) and/or the Union and the chancellor shall meet and discuss the grievance within ten (10) calendar days after such filing. The chancellor shall then consider the grievance and render a decision together with the reasons in writing to the grievant(s) and the Union within twenty-one (21) calendar days from the date on which the grievance was filed with the chancellor.

(b) LEVEL TWO: President

A grievance may be submitted to the President in cases where the grievant(s) and/or the Union are not satisfied with the decision at Level One, or where the grievance is of a University-wide nature, or where the grievance is based on a presidential decision. If the grievant(s) and/or the Union is not satisfied with the decision at Level One, the grievant(s) and/or the Union may file an appeal in writing to the President within ten (10) calendar days after the written decision of the chancellor is received, or is due; grievances presented initially to the President must be filed by the grievant(s) and/or the Union within sixty (60) calendar days of the occurrence giving rise to the grievance or within sixty (60) calendar days of the date on which the grievant(s) and/or the Union learned or should have learned of such occurrence, whichever is later. If a bargaining unit member is on approved leave at the time of the alleged violation or at the time he/she would otherwise have learned of such occurrence, then the bargaining unit member and/or the Union shall file the grievance within sixty (60) calendar days from the date of expiration of said leave or sixty (60) calendar days from the day he/she learned, or should have learned, of such occurrence, whichever is later, but in no event later than fourteen (14) calendar months from the date of the occurrence. The grievant(s) and/or the Union and the President shall meet and discuss the grievance within ten (10) calendar days after such filing. The President shall then consider the grievance and render a decision together with the reasons in writing to the grievant(s) and the Union within twenty-eight (28) calendar days from the date on which the grievance was filed with the President.

(c) LEVEL THREE: Arbitration

If the grievance is not resolved to the satisfaction of the Union at Level Two, the Union may ssubmit the grievance within thirty (30) calendar days of the receipt of the written response at Level Two or the date on which such decision was due, whichever is later, to final and binding arbitration. Notice of the appeal of the grievance to arbitration shall be sent to the Employer/University Administration. Within ten (10) calendar days of the Employer's/University Administration's receipt of such notice from the Union, the parties

shall select as arbitrator the individual whose name first appears on the list of arbitrators chosen by the Union and the Employer/University Administration. In each subsequent instance, the parties shall select the individual whose name next follows the name last selected. If the individual so selected shall be unable or unwilling to serve as the arbitrator within thirty (30) calendar days of the date of his/her selection, then the parties, unless they mutually agree to waive the time limits, shall select the individual whose name next appears on said list. No individual shall be selected to serve as arbitrator for a second time until all of the remaining individuals appearing on said list shall have been selected (asked or invited) to serve in accordance with these procedures.

Upon acceptance by the selected individual of the position of arbitrator, the Employer/University Administration and Union shall promptly file with the arbitrator:

(1) a copy of this Agreement;

(2) a copy of the written notice, sent to the Employer/University Administration, of the Union's intention to initiate arbitration; and

(3) a complete copy of the grievance record.

The arbitration shall be conducted in accordance with the rules and regulations of the American Arbitration Association in effect at the date of said submission. The arbitrator, unless the time limit is mutually waived by the parties, shall render a decision not later than thirty (30) calendar days from the date of the closing of the hearings. The decision and award of the arbitrator shall be final and binding on the parties and further, such decision shall be in writing, setting forth the opinion and conclusions on the issues submitted to the arbitrator. However, the arbitrator shall be without authority to add to, subtract from or modify the terms of this Agreement. The costs of arbitration, exclusive of those incurred by each respective party in preparing and presenting its case, shall be borne equally by the parties.

25.6 Union Representation and Rights:

(a) The administrative official with whom the written grievance is filed shall forward a copy of said grievance to the Union's designated campus grievance representative within five (5) calendar days of receipt of said grievance.

(b) The representative(s) of the Union shall be permitted to be present at any meeting required under the grievance procedure and especially at any meeting at which a settlement of the grievance is made or discussed; provided further that the Union representative(s) shall be permitted to present the Union's point of view regarding the grievance at such meeting(s).

(c) Any bargaining unit member may request Union representation at any step of the grievance procedure; however, a bargaining unit member shall not be prevented from processing a grievance on his/her own behalf prior to arbitration.

(d) Copies of all documents and correspondence filed with respect to the grievance shall be sent to the Union at the time of filing or as nearly thereafter as possible. The grievant(s) may specifically prohibit access to supporting documents and correspondence filed by the grievant(s) with respect to the grievance. The Union shall incur the cost for the reproduction of said documents and correspondence.

25.7 Implementation: Upon resolution of the grievance, the parties shall implement the remedy within ten (10) calendar days unless otherwise provided by the award of the arbitrator, or by mutual agreement of the parties. In the event that the Employer/University Administration does

not have enough available funds to pay an arbitration award, the Employer/University Administration shall meet with and provide to the grievant(s) and the Union a clear and convincing explanation as to the Employer's/University Administration's inability to comply with the arbitration award. The Employer/University Administration shall also set forth the appropriate procedure to obtain the needed funding to implement the arbitration award subject to the approval of all parties concerned as follows:

(a) When available state-appropriated funds are insufficient to implement an arbitration award(s), the matter shall be submitted to the Legislature by the Employer/University Administration for funding with the support of the Union; provided, however, that nothing contained herein shall be construed to prevent and/or restrict the implementation of the nonmonetary aspect(s) of the arbitration award(s).

(b) When available trust monies are insufficient to implement an arbitration award(s), the award shall be included in the next budget request prepared following the award; provided, however, that nothing contained herein shall be construed to prevent and/or restrict the implementation of the nonmonetary aspect(s) of the arbitration award(s).

(c) When available grant or contract monies are insufficient to implement an arbitration award(s), the matter will be submitted to the contracting or granting agency for its approval of the necessary fund transfers within the provisions of the contract or grant or to secure the needed additional monies to fully implement said arbitration award(s), as the case may be; provided, however, that nothing contained herein shall be construed to prevent and/or restrict the implementation of the nonmonetary aspect(s) of the arbitration award(s).

25.8 No Reprisal -- Witnesses: No reprisal of any kind shall be taken against any bargaining unit member because of the filing of a grievance and/or participation in any of the grievance proceedings. All documents generated during the grievance process shall be kept separate from the personnel file and basic file of any individual involved in any grievance. Necessary witnesses or participants in grievance procedures shall be released from their assignments without penalty when necessary.

25.9 Time Limits: All days referred to in this Article shall mean calendar days. Time limits provided herein may be extended or delimited by mutual agreement. Failure of the Employer/University Administration to response to any grievance within the specified time limits of this Article shall mean that the grievant(s) and/or the Union may take said grievance to the next level of the grievance procedure. Failure of the grievant(s) to abide by the time limits set forth in this Article shall result in the grievance being deemed settled on the basis of the last written decision made during the grievance procedure by the Employer/University Administration.

25.10 Adjustment of Time Limits: Any grievance that was filed prior to the end of the academic year and has not been resolved to the satisfaction of the grievant(s) and/or the Union prior to the conclusion of the academic year shall continue to be processed in accordance with the provisions of this Article; except that the time limits of this Article may be mutually adjusted so as to ensure the availability of all necessary parties to the dispute. Such mutual agreement shall not be used by either party to delay unnecessarily the processing of any grievance not settled prior to the end of the academic year. If mutual agreement is not reached on adjustment of the time limits; the provisions of this Article shall remain whole.

ARTICLE XXVI
SALARIES

26.1 Effective July 1, 2001, each bargaining unit member on the payroll on June 30, 2001, who meets the eligibility criteria for satisfactory performance set forth in Article 26.7 shall receive a salary rate increase of 3% based on the June 30, 2001, salary.

26.2 Effective July 1, 2001, each bargaining unit member on the payroll on June 30, 2001, shall be eligible to receive a merit award from a 2% pool based on the total annual salary rate of all full-time employee equivalents in the bargaining unit on the payroll on June 30, 2001, calculated after the implementation of Article 26.1.

26.3 Effective July 7, 2002, each bargaining unit member on the payroll on July 6, 2002, who meets the eligibility criteria for satisfactory performance set forth in Article 26.7 shall receive a salary rate increase of 3% based on the July 6, 2002, salary.

26.4 Effective July 7, 2002, each bargaining unit member on the payroll on July 6, 2002, shall be eligible to receive a merit award from a 2% pool based on the total annual salary rate of all full-time employee equivalents in the bargaining unit on the payroll on July 6, 2002, calculated after the implementation of Article 26.3.

26.5 Effective July 6, 2003, each bargaining unit member on the payroll on July 5, 2003, who meets the eligibility criteria for satisfactory performance set forth in Article 26.7 shall receive a salary rate increase of 3% based on the July 5, 2003, salary.

26.6 Effective July 6, 2003, each bargaining unit member on the payroll on July 5, 2003, shall be eligible to receive a merit award from a 2% pool based on the total annual salary rate of all full-time employee equivalents in the bargaining unit on the payroll on July 5, 2003, calculated after the implementation of Article 26.5.

26.7 The portion of salary increases described in Sections 26.1, 26.3, and 26.5 shall be distributed to each bargaining unit member unless (1) the department head and department personnel committee both agree that the increase should be denied, and (2) (a) in the case of nontenured faculty members and librarians, their appointments are not being renewed and/or tenure candidates are not being recommended by the Chancellor for tenure, or (b) in the case of tenured faculty members, the procedures specified in Article 17, "Failure to Perform Minimum Assigned Duties," have progressed to the imposition of sanctions specified in Article 17.3(b). If a bargaining unit member is denied this increase, 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 have the denial reviewed by the President, who shall review all the circumstances of said denial. If the

President disagrees with the denial, the bargaining unit member shall receive the increase. If the President agrees with the denial, the bargaining unit member may, with the approval of the Union, request review of the denial by a tripartite panel consisting of one member designated by the Union, one member designated by the President, 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 parties will share equally in the payment of the arbitrator. The amount of all increases denied, if any, shall be redistributed to each bargaining unit member on a pro rata basis.

26.8 The portion of salary increases designated as a merit pool in Sections 26.2, 26.4, and 26.6 shall be distributed in the following manner:

(a) One-half (50 percent) of the merit pool available shall be distributed to bargaining unit members in accordance with Article XI or Section 20.3 to recognize meritorious performance, provided only that such awards shall not be distributed as across-the-board increases, nor shall they be limited to a predetermined percentage of bargaining unit members eligible. Such monies shall be allocated to departments/programs/libraries on a pro-rata basis of the number of full-time equivalent bargaining unit members in each department/program/library on the date of the generation of the merit pool as a percentage of the number of full-time equivalent bargaining unit members in the overall bargaining unit as of the same date.

(b) One-half (50 percent) of the merit pool available shall be awarded by the Employer/University Administration to bargaining unit members to recognize meritorious performance, after consultation with appropriate departments/programs/libraries. Thirty (30) percent of the monies from the pool specified in Subsection 26.8(b) shall be allocated to departments/programs/libraries on a pro-rata basis of the number of full-time equivalent bargaining unit members in each department/program/library as of the date of the generation of the merit pool as a percentage of the number of full-time equivalent bargaining unit members in the overall bargaining unit as of the same date. The remaining seventy (70) percent of this pool shall be allocated to appropriate schools, faculties, colleges, libraries or other analogous units on a pro-rata basis of the number of full-time equivalent bargaining unit members in each school, faculty, college, library or other analogous unit as of the date of the generation of the merit pool as a percentage of the number of full-time equivalent bargaining unit members in the overall bargaining unit as of the same date.

(c) All bargaining unit members who meet the eligibility criteria under Sections 26.2, 26.4, and 26.6, except those whose appointments are not being renewed and tenure candidates not being recommended by the chancellor for tenure, shall be eligible for merit awards, including the following:

(1) individuals funded through a grant, contract or trust fund, provided that sufficient funds are available in the account in accordance with Article 30.2;

(2) individuals on sabbatical leave, provided that payment shall be proportionate to the bargaining unit member's fraction of appointment during the term of the sabbatical leave and shall be raised to the appropriate rate of increase upon his/her return to regular duties;

(3) individuals on leave without pay, provided that payment shall not commence until regular duties have been resumed;

(4) individuals on replacement loan to other departments/programs/libraries, provided that they shall be counted for allocation purposes in the department/program/library where normally employed to the extent of the fraction of appointment in the department/program/library where normally employed.

(d) All recommendations and decisions for merit awards under Sections 26.2, 26.4, and 26.6 shall take into consideration the bargaining unit member's "Annual Faculty Report and Evaluation" or "Annual Report and Evaluation for Librarians." In the case of faculty members, contributions in each of the areas of teaching; of research, creative or professional activity; and of service shall be carefully evaluated. In the case of librarians, contributions shall be carefully evaluated in accordance with Subsection 20.6.3. This subsection shall not be subject to Article XXV, Grievance Procedure.

(e) The following procedures will be followed in distributing merit awards:

(1) Departmental or library personnel committees shall provide, in writing, recommended merit increments for the pools under Subsection 26.8(a) and shall be invited to provide similar recommendations for the pools under Subsection 26.8(b). Department chairpersons/heads shall forward all annual reports and recommended merit increments to the dean/director of libraries, together with their own comments, if any, and recommended merit increments.

(2) The deans/director of libraries shall forward to the provost, in writing, both their own recommended merit increments and the departmental recommended merit increments under Subsection 26.8(e)(1).

(3) Whenever an academic administrative official's recommended merit increments for the distribution of the pool under Subsection 26.8(a) differ from the original faculty or librarian recommendation, the departmental or librarian personnel committee involved shall be provided by the academic administrative official with an opportunity to comment on the proposed changes. Any comments shall be forwarded to successive administrative levels together with the academic administrative official's recommendations.

(4) Before forwarding recommendation to the Provost, each dean and the director of libraries will notify department personnel committees and department heads and chairs of the principles on which his or her recommendations for the distribution of the pool under Subsection 26.8(b) are based and will provide a separate explanation for recommendations from this pool which differ from the original faculty or librarian recommendation and are not explained by the description of principles.

26.9 Merit awards made pursuant to Subsection 26.8(b) shall not be subject to Article XXV, Grievance Procedure.

26.10 Part-time faculty members in the bargaining unit shall receive increases as follows:

(a) Part-time bargaining unit faculty members shall be eligible for the satisfactory performance and merit increases in this Article.

(b) The minimum per course rate paid to part-time bargaining unit members paid on a per-course basis shall be $3600 effective July 1, 2001, $3750 effective July 7, 2002, and $3900 effective July 6, 2003. The maximum per course rate paid to part-time bargaining unit members paid on a per-course basis shall be $4325 for the life of this Agreement, except that the maximum may be exceeded through salary increases for satisfactory performance or merit as described above.

26.11 Effective September 1, 2001, raises for promotions shall be as follows:

$3050 for promotion from instructor to assistant professor;
$3675 for promotion from assistant professor to associate professor;
$4825 for promotion from associate professor to professor;
$2425 for promotion from Librarian I to Librarian II;
$3050 for promotion from Librarian II to Librarian III;
$3675 for promotion from Librarian III to Librarian IV;
$4200 for promotion from Librarian IV to Librarian V.

Effective September 1, 2002, raises for promotions shall be as follows:

$3200 for promotion from instructor to assistant professor;
$3850 for promotion from assistant professor to associate professor;
$5075 for promotion from associate professor to professor;
$2525 for promotion from Librarian I to Librarian II;
$3200 for promotion from Librarian II to Librarian III;
$3850 for promotion from Librarian III to Librarian IV;
$4400 for promotion from Librarian IV to Librarian V.

Effective September 1, 2003, raises for promotions shall be as follows:

$3350 for promotion from instructor to assistant professor;
$4050 for promotion from assistant professor to associate professor;
$5325 for promotion from associate professor to professor;
$2675 for promotion from Librarian I to Librarian II;
$3350 for promotion from Librarian II to Librarian III;
$4050 for promotion from Librarian III to Librarian IV;
$4625 for promotion from Librarian IV to Librarian V.

26.12 Salary increases made pursuant to this Article shall not be subject to the limits of the general salary scales for employees of the Commonwealth.

26.13 There shall be made available professional development and research assistance funds as follows:

(a) 2% of the total annual base salary (state-funded) of all full-time employee equivalents in the bargaining unit calculated as of July 2, 2001, shall be available for professional development and research assistance.

(b) An amount calculated by dividing the total in Section 26.13(a) by the number of full-time equivalent bargaining unit members on the payroll as of September 30, 2001, shall be made available to each full-time and, on a pro-rata basis, to each part-time bargaining unit

member on the payroll and in the unit on that date. A bargaining unit member may request reimbursement from or expenditure of such funds for any legitimate scholarly, educational, or professional purpose, including without limitation professional travel, supplies, books, journals, and equipment.

(c) Such funds may not be used to enhance salary rates or as a salary bonus.

(d) Expenditure of such funds shall be in accordance with state statutes, and with all applicable state and University rules and regulations.

(e) All requests must indicate the specific purpose for expenditures, and no payment will be made without all documentation required by University policies and procedures.

(f) Such funds may be expended during FY02, FY03, or FY04. Deadlines for expenditure will be established by the University after consultation with the Union.

(g) A joint committee, consisting of equal numbers of representatives of the FSU and the Boston campus administration, shall be appointed to discuss the process and criteria for expenditure of these funds on the Boston campus. A joint committee, consisting of equal numbers of representatives of the MSP and the Amherst campus administration, shall be appointed to discuss mechanisms for distributing any unexpended funds among individuals who become bargaining unit members after September 30.

26.14 If the cost items described above become effective in accordance with Article 30, the following provision shall be implemented by the Employer; salary floors for faculty ranks are for nine-month appointments and will be adjusted accordingly for twelve-month appointments:

(a) Effective 7/1/01 and subsequent to implementation of Article 26.1 and 26.2, an increase of 3% in the current salary floors, resulting in the following new salary floors:

Lecturer:	$36,191
Instructor:	$39,375
Assistant Professor:	$46,037
Associate Professor:	$53,911
Professor:	$67,237
Librarian I:	$35,134
Librarian II:	$40,080
Librarian III:	$46,037
Librarian IV:	$53,911
Librarian V:	$62,390

(b) effective 7/7/02, and subsequent to implementation of Article 26.3 and 26.4, an additional increase of 3% in said floors, resulting in the following new salary floors:

Lecturer:	$37,277
Instructor:	$40,556
Assistant Professor:	$47,418
Associate Professor:	$55,529
Professor:	$69,254
Librarian I:	$36,188
Librarian II:	$41,283
Librarian III:	$47,418

Librarian IV:	$55,529
Librarian V:	$64,262

(c) effective 7/6/03, and subsequent to implementation of Article 26.5 and 26.6, an additional increase of 3% in said floors, resulting in the following new salary floors:

Lecturer:	$38,395
Instructor:	$41,773
Assistant Professor:	$48,841
Associate Professor:	$57,194
Professor:	$71,332
Librarian I:	$37,274
Librarian II:	$42,521
Librarian III:	$48,841
Librarian IV:	$57,194
Librarian V:	$66,190

26.15 In accordance with past practice, the Employer/University Administration may grant salary increases to bargaining unit members as a response to an alternative offer of employment or recruitment of a faculty member by another employer. Any such salary increases shall not be governed by the provisions of Article 26.1-26.14. Department personnel committees shall be provided an opportunity to comment on any such increases before they are implemented, and a list of such increases shall be provided to the Union annually. Such increases shall not be subject to Article 25, Grievance Procedure.

26.16 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. The Union will defend the Employer/University Administration against any and all claims arising from or related to this Article.

ARTICLE XXVII
SUPPLEMENTAL COMPENSATION (BENEFITS)

27.1 Mileage Allowances. Subject to the provisions of the Commonwealth's "Red Book" rules and regulations, when a bargaining unit member is authorized to use his/her personal automobile for travel related to his/her employment, he/she shall be reimbursed at the mileage rate authorized by the Board of Trustees Travel Policy.

27.2 Meal Allowance. Subject to the provisions of the Commonwealth's "Red Book" rules and regulations, a bargaining unit member who is assigned to duty that requires him/her to be absent from his/her home for more than twenty-four (24) hours shall be reimbursed for reasonable charges for lodging, including reasonable tips, and for meal expenses, including tips, not to exceed the following amounts: $25 per diem after at least twenty-four hours and $12.50 for partial days of at least twelve hours after the first twenty-four-hour period.

27.3 In the event that the Commonwealth authorizes an increase in the reimbursement rates for mileage and/or meals during the life of this Agreement, said increase shall be extended to bargaining unit members in accordance with terms established by the Commonwealth.

27.4 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.

27.5 Miscellaneous Benefits. The Employer/University Administration agrees to continue during the term of this Agreement those benefits presently enjoyed by members of the bargaining unit as contained in the Commonwealth's "Red Book" rules and regulations and procedures governing vacation leave, sick leave, court leave, holidays, maternity leave, personal days, etc., except as specifically modified by this Agreement.

27.6 Liability Insurance. The Employer/University Administration agrees to continue liability insurance for bargaining unit members as is currently in effect at no cost. A copy of the liability insurance policy shall be given to the Union as a condition of this Agreement.

27.7 Retirement. The Employer/University Administration agrees to comply with all applicable provisions of the Massachusetts General Laws, including appropriate rules and regulations promulgated thereunder, with respect to retirement membership, rights and benefits for bargaining unit members.

27.8 Sick Leave Bank.

(a) The Sick Leave Bank established under the predecessor Agreement will be maintained on the Amherst and Boston campuses for the benefit of bargaining unit members who have chosen, pursuant to these policies and procedures, to be members thereof; bargaining unit members who are members of a Sick Leave Bank on the effective date of this

Agreement shall remain members unless they choose to withdraw or fail to meet the continuing requirements for membership.

(b) During the month of October, a bargaining unit member may become a member of a Sick Leave Bank by assigning one or more day(s) of accumulated personal sick leave to the bank. Forms for this purpose shall be made available in the campus personnel office. Bargaining unit members may also become members of a Sick Leave Bank under the following circumstances:

(1) A bargaining unit member first employed after October may become a member on or before the date on which such bargaining unit member first accrues personal sick leave.

(2) A bargaining unit member who was on sabbatical leave or leave without pay during the fall semester may request membership in a Sick Leave Bank within three (3) weeks after returning from leave.

(3) A bargaining unit member who can present a doctor's letter stating that he/she was unable because of sickness to apply in October will be admitted to a Sick Leave Bank upon receipt of such letter by the personnel office, provided that such letter is submitted no later than December 1 of that same year.

(4) In other cases, the campus director of personnel will have the authority to grant a waiver of the October deadline. A decision against granting a waiver may be appealed to the Sick Leave Bank Committee (constituted below); the decision of that committee shall be final and binding and shall not be subject to Article XXV, Grievance Procedure. No bargaining unit member shall be entitled to become a member of a Sick Leave Bank except as provided in this section.

(c) The campus personnel office shall provide to the Union a membership listing and the number of sick leave days accumulated in the Sick Leave Bank by November 30 and March 30 of each year of this Agreement.

(d) After the exhaustion of personal sick leave accumulation, any member of the Sick Leave Bank shall be entitled to use the Sick Leave Bank for any bona fide illness or disability, effective upon notice to the campus Personnel Office. The granting of such sick leave shall be subject to the same criteria as personal sick leave days and shall be consistent with University policy. A member is entitled to ninety (90) days of sick leave from the bank unless a majority of the Sick Leave Bank Committee votes to deny the request or to authorize a lesser amount. The member shall receive days from the bank until the Sick Leave Bank Committee makes such a decision. The number of days authorized by the Committee - if less than ninety (90) - or the ninety (90) day limit may be extended if a majority of the Sick Leave Bank Committee, acting on a request from the member, votes to extend. If the member's request for extension is denied, the individual is not entitled to use the Sick Leave Bank for the same illness or disability until the member returns to work for one full semester. Decisions of the Sick Leave Bank Committee made under this section shall be final and binding and shall not be subject to Article XXV, Grievance Procedure.

(e) A member of a Sick Leave Bank drawing upon the Bank who is also entitled to accumulate sick leave in accordance with University policy shall continue to do so except that the amount of such sick leave shall accrue in its full amount to the Sick Leave Bank and not to the member.

(f) A department chairperson/head or the Sick Leave Bank Committee may request at any time (and, upon the written request of the President of the Union, shall require) that any member who is drawing sick leave from a Sick Leave Bank submit a physician's statement certifying the medical ground for sick leave. Any such member who thereafter fails or declines to submit such a letter shall not be entitled to draw sick leave from the Sick Leave Bank for so long as he/she fails to submit the requested certification.

(g) A member of a Sick Leave Bank who receives workers' compensation may not draw upon the Sick Leave Bank to supplement such compensation.

(h) Whenever the accumulation of sick leave days in the Sick Leave Bank shall fall below one hundred (100) days on the Amherst campus or fifty (50) days on the Boston campus, the campus personnel office shall no notify Sick Leave Bank members. Any members wishing to retain membership shall within twenty-five (25) days after such notice assign one or more additional day(s) of accumulated personal sick leave to the Sick Leave Bank on the form to be distributed with the notice. However, any member wishing to retain membership and who shall have exhausted accumulated personal sick leave on the date of such notice shall assign such additional day(s) within twenty-five (25) days after the date on which such member is again entitled to personal sick leave; provided further, that such member shall retain all rights in the Sick Leave Bank until such period for assigning an additional day shall have expired.

(i) On each campus, the Employer/University Administration and the Union shall provide two (2) members of a Sick Leave Bank Committee, which shall be responsible for managing the campus Sick Leave Bank and carrying out the responsibilities mandated in this Article during the term of this Agreement; its decisions shall be final and binding and shall not be subject to Article XXV, Grievance Procedure. The Committee may also recommend changes in Sick Leave Bank procedures, which shall, upon acceptance by the Employer/University Administration and the Union, become part of this Agreement.

(j) The Employer/University Administration agrees to maintain an account of the Sick Leave Bank's assets on each campus.

27.9 Health and Welfare Trust.

(a) The Employer and the Union agree to continue the Health and Welfare Fund in effect as of the date of this Agreement. The board of trustees of the Health and Welfare Fund composed of an equal number of representatives of the Employer and the Union, 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 bargaining unit members and/or their dependents.

(b) Effective July 1, 2001, the Employer agrees to contribute to the Health and Welfare fund on behalf of each full-time equivalent bargaining unit member the sum of nine dollars ($9) each calendar week. Effective July 7, 2002, the Employer agrees to contribute to the Health and Welfare fund on behalf of each full-time equivalent bargaining unit member the sum of ten dollars ($10) each calendar week. Effective July 6, 2003, the Employer agrees to contribute to the Health and Welfare fund on behalf of each full-time equivalent bargaining unit member the sum of eleven dollars ($11) each calendar week. 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 for state-funded bargaining unit members shall be made by the Employer in an aggregate sum within forty-five (45) days following the end of the calendar

month during which contributions were collected. The amount of contributions for each fiscal year shall be based on the number of full-time equivalent bargaining unit members as of the last payroll period in the month of October; provided, however, that for non-state funded bargaining unit members the number of full-time equivalent bargaining unit members may be surveyed quarterly during such fiscal year.

(c) No dispute over a claim for any benefits extended by this Health and Welfare Fund shall be subject to Article XXV, Grievance Procedure.

(d) It is expressly agreed and understood that the Employer does not accept, nor is the Employer to be charged with hereby, any responsibility in any manner connected with the determination of liability to any bargaining unit member claiming any of the benefits extended by the Health and Welfare Fund; such liability shall be limited to the contributions indicated under Subsection 27.9(b).

27.10 Tuition Remission. The Board of Trustees Systemwide Tuition Remission Policy for Higher Education Employees in effect on July 1, 1986, will remain applicable to bargaining unit members during the life of this Agreement. Neither this Policy, its application, nor its procedure shall be subject to the provisions of Article XXV, Grievance Procedure.

27.11 The Employer/University Administration agrees to continue during the term of this Agreement the current voluntary Dependent Care Assistance Plan (DCAP) which complies with the requirement for federal tax deductibility.

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

27.13 Longevity Bonus Payment. At the time of retirement, bargaining unit members shall be entitled to a longevity bonus payment in the amount of 1.5 day's pay for each year of service, including all paid leaves.

27.14 Parental Leave. Effective July 1, 2001, full-time tenured and tenure-track faculty members and librarians on multi-year contracts who become biological or adoptive parents of a child under five years of age shall receive, upon request, a 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 or her accrued sick leave. Any otherwise eligible faculty member or librarian with insufficient accrued sick leave may draw against the sick leave bank. FMLA leave shall run concurrent with such parental leave, and no affected faculty member of librarian may use sick leave or the sick leave bank to extend this leave, unless such an extension is medically indicated. Any faculty member or librarian taking such a leave must join the sick leave bank prior to commencing the leave and must return for one year of full-time service.

Parental Postponement of TDY. A non-tenured faculty member who becomes the biological or adoptive parent of a child under five years of age may, at his or her discretion, delay for one year his or her tenure decision date. A faculty member choosing to exercise this option shall notify the department chair, in writing, no later than six months after the birth or adoption of the child or, if the faculty member takes a leave as described in the paragraph above, no later than two months

after the conclusion of the leave. A faculty member may apply for such a delay for the birth or adoption of subsequent children; the decision about whether to approve such additional request(s) shall be entirely within the discretion of the department chair.

Child Care. The parties agree to establish a joint committee, comprised of equal numbers of representatives of the Amherst campus administration and the Union, to discuss the 1998 Report of the Campus Child Care Planning Committee and the implementation of the recommendations contained therein.

ARTICLE XXVIII
MAINTENANCE OF POLICIES

28.1 During the life of this Agreement, the following policies for bargaining unit members will be maintained:

(a) policy on sabbatical and other leaves (as amended);

(b) policy on sabbatical leave for librarians (as amended) and University policy on short-term professional leave (T73-090, section entitled: "Professional Improvement," excluding paragraphs A, B and C), applicable only to bargaining unit librarians;

(c) policy on tuition waivers for employees (as amended); and

(d) policies on "Intellectual Property," "Conflicts of Interest Relating to Intellectual Property and Commercial Ventures," and "Faculty Consulting and Outside Activities."

(e) policy on additional faculty compensation (T01-012). [T86-087 is hereby rescinded.]

28.2 The parties agree to open negotiations, at the request of either the University or the Union, with respect to the terms and conditions of employment related to distance learning performed by bargaining unit members at both campuses and to any or all terms and conditions of employment related to courses taught in the Division of Corporate, Continuing, and Distance Education at the Boston campus.

28.3 The parties agree to establish a joint committee, comprised of equal numbers of representatives of the University and the Union, to explore the possibility of revisions in the sabbatical leave policy aimed at reducing costs associated with such leaves and to reopen negotiations on this matter if there is mutual agreement that the work of the committee so warrants.

28.4 The parties agree to establish a joint committee, comprised of equal numbers of representatives of the Amherst campus administration and the Union, to explore issues related to spousal and domestic partner employment on that campus and recommend any appropriate changes in personnel policy, and to reopen negotiations on this matter if there is mutual agreement that the work of the committee so warrants.

28.5 The parties will discuss the development of a process for salary anomaly adjustments for the Boston campus, but no such adjustment(s) will be made absent agreement of both parties.

ARTICLE XXIX
EFFECT OF AGREEMENT

It is acknowledged that during the negotiations that resulted in this Agreement the Union had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining. Therefore, for the life of this Agreement, this Agreement shall constitute the total agreement between the parties and the Union agrees that the Employer/University Administration shall not be obligated to any additional collective bargaining.

ARTICLE XXX
COST ITEMS AND APPROPRIATION BY THE GENERAL COURT

30.1 The cost items contained in this Agreement (including Articles 26.1 through 26.8, 26.13, and 27.9) are specifically subjected to additional, complete and identifiable appropriation by the General Court and shall not become effective unless the appropriation necessary to fund fully such cost items has been enacted in accordance with Massachusetts General Laws, Chapter 150E, Section 7 and allocated by the Governor to the Board of Trustees, in which case the cost items shall be effective on the dates provided in this Agreement.

30.2 All bargaining unit members shall receive the benefit of the cost items of this Agreement in the cases where those cost items are effective for state-funded employees. In the case of institute, grant or contract employees, support funds must be available in the specific institute, grant or contract budget for the fiscal year in which payment must be made.

30.3 The Employer/University Administration shall make a request for the funding of this Agreement as required by Massachusetts General Laws, Chapter 150E, Section 7. In the event that the additional specific, complete and identifiable funding in each year of this Agreement is not fully provided, the cost items shall be returned to the parties for further bargaining.

ARTICLE XXXI
SENIORITY FOR ADMINISTRATIVE SERVICE

31.1 Persons originally hired to a title currently in the bargaining unit and who are now in nonbargaining unit positions and persons who move from a bargaining unit position to a nonbargaining unit position shall retain seniority accrued in the position that is currently in the bargaining unit.

31.2 Such persons may accrue up to five (5) additional years of seniority while in the nonbargaining unit position.

31.3 The Union upon the request of such an above-mentioned person may consider said person's request for additionally accrued seniority above five (5) years. The decision of the Union shall be final.

ARTICLE XXXII
SEPARABILITY

32.1 In the event that any provision of this Agreement is in whole or in part declared to be illegal and/or invalid by any court, tribunal or administrative agency having competent jurisdiction, or in the event that compliance with or enforcement of any provision of this Agreement is restrained in whole or in part by any court, tribunal or administrative agency having competent jurisdiction, then all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect and shall continue to be binding upon the parties hereto.

32.2 In such an event as described in Section 32.1, the parties shall meet within thirty (30) calendar days after either party receives written notice from the other in an attempt to renegotiate in conformity with the law.

ARTICLE XXXIII
ANNUAL EVALUATION OF FULL-TIME FACULTY

33.1 Departmental personnel committees and academic administrative officials, as appropriate, shall evaluate full-time faculty members annually in accordance with the campus master calendar.

33.2 For the life of this Agreement and for the purposes of this Article, the forms currently in use on each campus entitled "Annual Faculty Report and Evaluation of Professional Activities" will serve as the evaluation form for full-time faculty members.

33.3 The evaluation shall address the duties and responsibilities of the individual faculty member.

33.4 Each department, program or other analogous unit shall develop or adopt one or several forms appropriate to the evaluation of teaching in that unit, as well as procedures for the administration of student evaluations of teaching.

33.5 During a faculty member's annual review, the departmental personnel committee shall present its findings at the appropriate place on the "Annual Faculty Report and Evaluation of Professional Activities" form.

33.6 Each faculty member retains the right to respond in writing to any written comments made by any individual or group of individuals on his/her evaluation and to have the response affixed to the evaluation.

33.7 For the purpose of discussing the faculty member's performance and/or the written comments already provided, each faculty member shall have the right, upon request, to meet once each academic year with each of the following:

(a) the chair of the departmental personnel committee and/or representatives of the departmental personnel committee;

(b) the chair/head of the department, program or other analogous unit;

(c) the dean or other analogous academic administrative official.

33.8 Student evaluations shall be kept on file in the department or program office for a period of six years.

33.9 Article 33.1, 33.3, 33.4, 33.5, and 33.7(a) shall not be subject to Article XXV, Grievance Procedure.

ARTICLE XXXIV
PERIODIC MULTI-YEAR REVIEW

34.1 Periodic Multi-Year Review of tenured faculty members shall be conducted in accordance with the "Policy on Periodic Multi-Year Review," attached hereto as Appendix A.

34.2 During each academic year from 2001-02 through 2003-04, the Amherst campus will allocate $250,000, at least $150,000 of which will be allocated to the college development funds described in the "Review Process" section of the Policy on Periodic Multi-Year Review. Any remaining funds will be allocated for a development program in the Center for Teaching and for individual faculty research grants, for individuals who have undergone Periodic Multi-Year Review. These funds will be in addition to and not a replacement or renaming of the professional development funds that have been provided for in the MSP contract.

During each academic year from 2001-02 through 2003-04, the Boston campus will allocate $93,500, at least $56,000 of which will be allocated to the college development funds described in the "Review Process" section of the Policy on Periodic Multi-Year Review. Any remaining funds will be allocated for a development program in the Center for the Improvement of Teaching for individuals who have undergone Periodic Multi-Year Review and for other efforts to support the development of faculty members who have undergone Periodic Multi-Year Review. These funds will be new funds, an addition to and not a replacement or renaming of development funds that have been distributed in the past.

The college development funds for each campus shall be allocated annually, beginning in FY2002, to each school and college of that campus on a pro-rata basis of the number of individuals scheduled for PMYR in each school or college in the previous year as a percentage of the total number of individuals scheduled for PMYR in the previous year on the campus. The Union and the University shall negotiate over the use of any college development funds that are not allocated through the PMYR process.

34.3 The parties agree to the establishment of a joint committee at each campus, with equal numbers of representatives of the University and the Union, to develop suggested timelines for the PMYR process.

ARTICLE XXXV
SUCCESSORSHIP

35.1 In the event that the University of Massachusetts at Boston or Amherst is consolidated or merged into or with any other division, school, college or component of the Massachusetts system of public higher education during the life of this Agreement, the present bargaining unit as defined in Section 2.1 shall remain distinct and this Agreement shall remain in full force and effect.

35.2 Notwithstanding Section 2.2 or any other provisions of this Agreement to the contrary, it is the declared intention of the parties not to include or accrete into this bargaining unit as a consequence of any such consolidation or merger individuals who, on the day prior to such consolidation of merger, were not employees of the University of Massachusetts, regardless of their title or classification, unless the parties mutually agree to such inclusion or accretion.

35.3 In the event there is a successor or successors in interest to the Board of Trustees of the University of Massachusetts, such successor(s) shall be bound by and shall assume all the rights, duties and obligations of the Board as if such successor(s) in interest were a named party and signatory to this Agreement.

ARTICLE XXXVI
DURATION

36.1 This Agreement shall be for the three-year period from July 1, 2001, through June 30, 2004, and the terms contained herein shall become effective on the date of its execution by the parties.

36.2 On or before March 1, 2004, the parties shall exchange their bargaining demands for changes in the current Agreement. No new bargaining demands may be submitted after said date without the mutual consent of both parties. The parties shall commence negotiations for a successor Agreement no later than April 1, 2004. In the event that either party fails to meet the requirements set forth above, said party shall be deemed to have waived its right to seek changes in the current Agreement. If both parties fail to comply with the requirements set forth above, the terms of the current Agreement shall continue for an additional three-year period from July 1, 2004, through June 30, 2007. If bargaining for a successor Agreement is properly commenced as required herein, this Agreement shall remain in full force and effect until a successor Agreement is executed or an impasse in negotiations is reached.

36.3 This Agreement is entered into and shall become effective as of midnight on the 23rd day of August, 2001.

APPENDIX A
Policy on Periodic Multi-Year Review of Faculty (PMYR)
Amherst campus

PREAMBLE

The practice of regular annual review of faculty performance based upon an annual faculty report (AFR) and involving peer review by departmental personnel committees and administrative review by chairs and deans is well established on the Amherst campus. The AFR serves as the primary basis for the award of merit monies when they are available and is intended to be a mandatory yearly review of faculty performance even in the absence of merit. Because faculty members continue to review their professional activity every year of their careers at the University, including after tenure and promotion, the AFR must be a principal ingredient of any process of post-tenure review.

In addition, significant multi-year reviews of faculty performance are conducted at the time of major personnel actions: appointment through the tenure decision year, tenure, and promotion to full professor. These reviews evaluate the performance of the faculty member in the three mandatory categories of teaching, research, and service in regard to established standards for the personnel actions, including the expectation of continued professional development and performance.

A multi-year review of all faculty, which is distinct from the annual and major personnel action reviews, serves a number of internal purposes. First, such a review expands the narrow time window of the annual reviews into an overview of a faculty member's interests, capabilities, and performance that will both inform evaluations and rewards and aid academic planning. Second, such periodic overviews make possible timely consultation, intervention, and assistance that will stimulate and encourage professional development, new initiatives, and/or changes in direction that will benefit both the faculty member and the institution. The multi-year review will also effectively account for faculty members' professional activity.

In adopting a PMYR policy, the university and the tenured faculty, represented by the Massachusetts Society of Professors, MTA/NEA, address the external concern for accountability, while upholding the integrity of tenure and academic freedom. PMYR addresses accountability by fostering continued professional development.

PURPOSE

The primary purpose of Periodic Multi-Year Review (PMYR) is to assist tenured faculty in their continuing professional development. A faculty member who has been awarded tenure has demonstrated excellent performance and represents a large investment on the part of the University. Tenure is awarded on the basis of an expectation that the faculty member will continue to develop professionally and demonstrate a continued high level of performance. PMYR evaluates performance over a number of years and assures that the talents of faculty members and their contributions to the University are maximized throughout their careers.

PRINCIPLES

1. Our present review procedures encourage short-term assessment of individual accomplishment. PMYR should foster a longer-term view of an individual's performance and contributions to the University.
2. PMYR must assure the protection of the faculty member's academic freedom, and right to full and free inquiry, as prescribed in the contract.
3. PMYR is neither retenuring nor a major personnel action as defined in the collective bargaining agreement.
4. PMYR should be appropriately linked to the annual faculty reviews [AFRs] and should not involve the creation of additional unnecessary bureaucracy.
5. PMYR should include both self-assessment and internal peer review, as well as assessment by the department chair and dean.
6. Standards of evaluation in each department will be fair and consistent with departmental, college, and campus practice.
7. PMYR is intended to recognize that individual interests and abilities of faculty members may change over time, and that faculty members may meet their professional responsibilities to their department in varied and changing ways.

TIMING OF PROCESS

1. PMYR is to be conducted every seven years for all tenured faculty members. Persons who have indicated, in writing, their intention to retire within a three-year period will not be subject to PMYR.
2. The first formal consideration of an associate professor for promotion to full professor may be substituted for the initial PMYR unless such promotion consideration is delayed beyond seven years past the promotion to associate professor. If a person is formally considered for promotion to full professor but not promoted and is not subsequently reconsidered for promotion in the interval before the next sabbatical, PMYR will take place two years before the scheduled year of that sabbatical.
3. The time of the PMYR may be altered, upon written agreement between the individual and the department chair, in the following circumstances:

    a. When the faculty member is named to a full-time administrative appointment, the faculty member will have the option of delaying the review for up to three years following the return to normal faculty assignments.
    b. When the faculty member is granted a leave without pay for an academic year. A leave of less than one academic year in duration shall not affect the time of the PMYR.
    c. When the faculty member expresses in writing his or her intention to retire within three years of the time of the scheduled review, the review shall be canceled. If the intention to retire is rescinded, the faculty member shall undergo PMYR in the next annual cycle or during the annual cycle in which the faculty member had originally been scheduled to undergo PMYR, whichever is later.
    d. Upon request initiated by the faculty member and approved by the department chair and the dean.

REVIEW MATERIALS

The foundation of the review will include a brief statement, typically between 1000-2000 and not to exceed 2500 words, submitted by the faculty member that summarizes and assesses his/her principal activities during the period since the last PMYR or promotion review, and his/her goals and approach to achieving such goals in the areas of teaching, research/scholarship, creative and/or professional activity and service in the coming years. If the individual's statement calls for a major new initiative or change in the direction of her/his work, the statement will include any requests for additional developmental support needed for that initiative or change in direction. In addition, the faculty member will submit a current curriculum vitae. The department chair will supply all evaluations of the faculty member's teaching performance carried out during the previous six years, and the annual faculty evaluation reports (AFRs) for the prior six years and the current year, including any supplemental materials that normally accompany AFRs.

REVIEW PROCESS

The Departmental Personnel Committee or other elected committee [hereafter referred to as DPC] and the Department Chair will review the individual's AFRs, curriculum vitae, teaching evaluations, and the submitted statement. After review of the materials, the DPC and the Chair will each recommend that the statement submitted by the faculty member be either:

(1) Accepted, with further comments or suggestions optional, or
(2) Revised.

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, indicates that no changes in the faculty member's work or plans are seen as required in order to promote the continued contribution to the University and professional progress of the faculty member. 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, suggests that a significant change in the faculty member's work or goals (one that is substantially different from that proposed by the faculty member) is indicated in order to promote the faculty member's continued effective contribution and professional progress.

In making either recommendation, the DPC and the Chair will also recommend whether or not to provide the resources for professional development requested in the faculty member's statement, whether it is an accepted or revised statement. In deciding whether to recommend development support, the DPC and Chair would typically consider such factors as:

(i) whether the individual's past performance and future goals indicate that she/he is likely to be successful in achieving the goals if she/he is given the necessary support;
(ii) whether the individual's statement involves a substantial change in the nature of the individual's work;
(iii) the extent to which the individual's statement represents a contribution to departmental, college, or campus directions and priorities.

If development support is recommended, the recommendation will be submitted to the dean who would consider the award of development funds from a college development fund established by a faculty-count pro-rata distribution of such funds from the provost. The dean will be aided in this activity by a three-person faculty committee elected from faculty in the college. If the funds available are inadequate

to meet the demand, decisions will be based on a combination of need and merit so as to ensure that funds are available to both solve problems and stimulate new initiatives, as well as to respond to the most pressing needs. The college development funds will be an addition to and not a replacement or renaming of the professional development funds that have been provided for in the MSP contract.

If both the DPC and the Chair recommend "Statement accepted" and the dean concurs, then no further action will be taken, and the review will be concluded. If the dean does not concur, the statement along with specific comments from the dean explaining the nonconcurrence will be returned to the faculty member, personnel committee, and chair for revision.

If either the DPC or the Chair recommends "Statement revised," or the dean indicates nonconcurrence, the DPC and Chair both shall meet with the individual to discuss ways of optimizing the faculty member's professional contribution through a revised statement. The faculty member shall be allowed to present any supplemental documentation about his or her performance at this time. The intent of the revised statement is to support and encourage the faculty member's effective contribution and professional development, and it shall in no way impinge on the faculty member's academic freedom. Opportunities to develop professionally may include, but are not limited to, consultation with colleagues to assist in problem areas, a change in department assignments to facilitate improvement in teaching, research or service, the design of a sabbatical leave which is crafted to address the identified needs, and referral to the Center for Teaching, if appropriate.

If a revised statement agreeable to the faculty member, the DPC and the chair cannot be achieved, the situation will be referred to a five-person college level appeal committee, two members of which are to be nominated and elected by the members of the faculty member's college to serve for a staggered period of two years, two members of which are to be appointed by the dean to serve for a staggered period of two years, and one member of which will be selected by the faculty member to serve as his or her representative. In smaller colleges (Education, Engineering, Management, Nursing, and Public Health and Health Sciences), the committee will include one member elected by the faculty of the college, one appointed by the dean, and one selected by the faculty member. The faculty member shall have the right to remove any committee members (up to six) whose participation he or she deems inappropriate. The committee including the faculty member's representative will draft a statement in consultation with the chair, the DPC and the faculty member. This will be the revised statement when adopted by majority vote of the 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 and the dean to signify that all parties have received copies. The revised statement may include a reallocation of the faculty member's effort and such reallocation will itself not diminish the faculty member's entitlement to merit funds; nor shall it impinge on his/her academic freedom. 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 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.

Participation in the PMYR process as described above is required of all tenured faculty members.

During the three-year period after development of a revised statement, the DPC and the chair will consult as needed with the faculty member, and at least annually will comment in writing on the faculty member's progress toward the goals set forth in the revised statement. The dean will review these comments and may comment as well. At the end of this three-year period, the DPC, the chair, and the dean 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 may determine that no further efforts at faculty development are warranted and may refer the matter to the provost for disciplinary action or dismissal, consistent with the requirements of the Union contract.

The fact of a faculty member'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 fact 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. the AFR, nor to any aspect of a faculty member's performance that 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 may be considered for dismissal.

ASSESSMENT

Each dean will prepare an annual report to the Provost on the PMYR process in his/her college. This report, which will be reviewed by the Provost to ensure that the PMYR process is being appropriately and consistently carried out across the campus, will include a summary of the number of PMYRs 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 B
WAIVER OF RIGHT OF ACCESS TO LETTERS OF RECOMMENDATION

_____ _____
Name Personnel Review Affected

_____
Academic Year

According to the University's Fair Information Practices Regulations, Trustee Document T77-059, I may waive my right of access to confidential letters of recommendation or evaluation solicited in connection with the above mentioned personnel review. I understand that the University will not use any letters or statements solicited or submitted in connection with this personnel review for any purpose not connected with it.

I also understand the following:

(1) that this waiver applies only to letters directly and individually solicited, with an assurance of confidentiality, during the personnel review mentioned above. It does not apply to letters submitted in response to a general announcement that I am undergoing this personnel review or to any other letters that have not been directly and individually solicited.

(2) that this waiver may apply, as indicated by me below, to letters solicited under the conditions specified in (1) from individuals both external and internal to the campus (including students).

(3) that I shall be informed, by means of the table of contents attached to the file and updated at each level of review, of the identity of persons who provide letters.

(4) that I may comment upon the appropriateness of the individuals whose letters were solicited, and that I may comment on the substance and appropriateness of any letters I am allowed to see.

PLEASE SIGN ONE LINE ONLY

_____

Having read the above, I waive my right to access of letters of recommendation or evaluation directly and individually solicited from persons both internal and external to the campus with an assurance of confidentiality in connection with this review.

_____ _____

Signature Date

_____

Having read the above, I waive my right of access to letters of recommendation or evaluation directly and individually solicited from persons external to the campus with an assurance of confidentiality in connection with this review.

_____ _____

Signature Date

_____

Having read the above, I waive my right of access to letters of recommendation or evaluation directly and individually solicited from persons internal to the campus with an assurance of confidentiality in connection with this review.

_____ _____

Signature Date

_____

I decline to waive my right to see letters directly and individually solicited in connection with the above-mentioned personnel review.

_____ _____

Signature Date

For the University:

William M. Bulger, President

Marcellette G. Williams

Jo Ann M. Gora

Charlena M. Seymour

Charles F. Cnudde

Roy S. Milbury

Susan Pearson

Joseph I. Goldstein

Beth Marshall

Theresa Mortimer

For the MSP/FSU/MTA/NEA:

Ronald D. Story, President

Elizabeth R. Mock

Elizabeth K. Boyer

Dan Clawson

J. Eliot B. Moss

Lisa Fe Saunders

J. Michael Davis

Arthur MacEwan

Clara Estow

Ann Withorn

Larry Kaye

Memorandum of Understanding

Pursuant to the tentative successor Agreement reached on October 30, 1986, the parties agree to the following with respect to the Board of Trustees Tuition Remission Policy:

(1) Any tuition remission benefits not currently offered in the system of public higher education, if extended by the Board of Trustees tuition remission policy, shall be applicable to all MSP/FSU/MTA/NEA bargaining unit members for use within the University of Massachusetts system, exclusive of the University of Massachusetts Medical Center;

(2) No existing benefits set forth in Trustee Document T82-054A, tuition waiver policy, shall be diminished by the Board of Trustees tuition remission policy;

(3) Having once been implemented, the tuition remission policy shall not be diminished during the term of this Agreement.

For the University: **For the MSP/FSU/MTA/NEA:**

_____ _____

Memorandum of Understanding

The parties acknowledge that the University will be implementing new administrative computing and payroll systems. To ensure that the changes required by these systems are introduced and implemented in the most effective manner, the Union agrees to support the University's implementation and accepts such changes to business practices, procedures, and functions as are necessary to achieve such implementation (e.g., the change from a weekly to a biweekly payroll system). The University and the Union will establish a special Labor-Management Committee made up of an equal number of Union representatives and Management representatives. This committee shall be the sole forum for the parties to discuss any issues of impact to the bargaining unit arising from the implementation of the systems. The parties will reopen negotiations on this subject prior to implementing any change which has the effect of reducing a unit member's pay in any academic year.

For the University: **For the MSP/FSU/MTA/NEA:**

Memorandum of Understanding

The University and the Union agree that all employees shall have their net salary checks electronically forwarded to an account or accounts selected by each employee.

For the University: **For the MSP/FSU/MTA/NEA:**

_____ _____

Memorandum of Understanding

The University will provide the Union with a list, on an annual basis, of any bargaining unit members who, under the terms of Article 30.2, do not receive the benefits of the cost items in this Agreement.

For the University: **For the MSP/FSU/MTA/NEA:**

_____ _____

Memorandum of Understanding

The Union will have a representative on the Information Technology Council on the Amherst campus and analogous group on the Boston campus.

For the University:

_____

For the MSP/FSU/MTA/NEA:

_____

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