

**MEMORANDUM OF AGREEMENT
FOR A SUCCESSOR AGREEMENT**
between
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF MASSACHUSETTS
and the
MASSACHUSETTS SOCIETY OF PROFESSORS/MTA/NEA
for the period
July 1, 2017 through June 30, 2018

This agreement is entered into between the University of Massachusetts - Amherst Campus and the Massachusetts Society of Professors/MTA/NEA in modification of the existing agreement between the parties for a successor agreement effective July 1, 2017 through June 30, 2018.

Specific language to implement these terms not already tentatively agreed to shall be mutually developed by the parties within 30 days after the agreement is ratified by the MSP and approved by the University.

This Agreement is subject to ratification and approval procedures of the MSP and the Board of Trustees of the University of Massachusetts.

Article 2 – Recognition:

Modifies existing inclusion and exclusions from the bargaining unit.

Article 5 – Union Rights:

In summary without being all inclusive: Provides confidentiality agreement for unit member status to the extent permissible by law. Clarifies bargaining unit information provided to the Union. Establishes Union right to attend departmental meetings and orientation sessions. Requires monthly reporting of new members to MSP. Establishes obligation of central administration to bear all cost associated with replacement for reduced workloads or stipend payments under this provision.

Article 6 and 7 – Dues Checkoff and Agency Service Fee:

Provides for electronic submission. Requires Union acknowledgement prior to ceasing payroll deduction.

Article 8 – Academic Freedom:

Clarifies academic service to include outside the classroom.

Article 11 – Faculty Roles and Responsibilities in Personnel Matters:

The parties agree to modify current language to confirm administrative deference to departmental recommendations in major personnel actions.

Article 12 – Faculty Personnel Standards and Procedures:

The parties agree to modify language to assure clarification and consistency with current language

Article 18 – Suspension and Termination for Disciplinary Reasons:

Include sexual harassment and sexual misconduct cases in the contractual dismissal process rather than the Sexual Harassment Hearing Board process controlled by EOD.

Article 20 – Librarians:

Modifies Annual Librarian Report. LPC convenes itself without administrative participation. The parties agreed to modify number of external letters required for personnel actions. Clarifies required elements of job description. Clarifies basis for promotional review. Modified annual report timetable to incorporate APWS process. Provides for automatic delay of continuing appointment review upon approval of parental leave. Corrects sick leave and sabbatical hourly accrual.

Article 21 – Non-Tenure Track (NTT) Faculty:

The parties agree to modify current language to provide as follows:

Lecturer Workload: the parties acknowledge that lecturers with a 100% time appointment are expected to have service responsibilities and should have a commensurate reduction in teaching load.

Notice of non-reappointment for lecturers: A separate asynchronous notice will be required for positions expected to lead to a continuing appointment but not for temporary appointments such as those covering for leaves or during a search (must be delineated in the offer letter). Notice of non-reappointment for lecturers at less than 50% is expected but will not be an entitlement. Temporary appointments (covering for leaves, during a search, etc.) must be identified as such in the offer letter.

Automatic one year renewal for late notice is eliminated. Departments can instead either (1) continue pay and benefits for the period of missed notice; or (2) provide an extension of the appointment so the required notice period is satisfied.

Senior Lecturer Professional Improvement Fellowships: Fellowships will be awarded to 12 Senior Lecturers or Senior Lecturer IIs annually through a competitive application process that will provide a one semester release for professional improvement activities that will directly relate to the faculty member's job responsibilities and/or advance important initiatives for their department or college. Six Fellowships will be awarded in Fall of 2018 to be taken in spring of 2019.

NTT will receive on-base stipend for recurring work that they are regularly expected to perform during non-responsible periods.

NTT job descriptions provided to DPC by department chair for relevant period of review (merit and promotion decisions).

Clarify credit of previous service performed under different job title towards eligibility for promotion to senior lecturer and senior lecturer II.

Article 21(C) – New Clinical Sub-Article:

Establishes promotion, workload, appointment/reappointment, Clinical Instructor longevity, and salary minima provisions applicable to Clinical Nursing Faculty. Delineates Undergraduate Clinical Course Coordinator job description.

The parties agree to the following language modification to the Clinical Workload provision Section 1. General Responsibilities - ... The practice requirement shall not be enforced by the Administration until the University establishes its own practice plan and negotiate mandatory subjects of bargaining associated with the implementation of such University practice plan (newly added to language).

Article 26 – Salaries:

The parties agree to modify current language as follows. All other provisions of this Article shall be extended for the term of this Agreement.

Across the Board and Merit:

Salary Adjustments

Definitions

- (a) The terms, “state tax revenues,” “budgeted revenues” and “budgetary funds” shall have the meanings assigned to those terms in M.G.L., Ch. 29, sec. 1.
- (b) For the purposes of this section, “tax revenues” shall mean, for any given fiscal year, state tax revenues that count as budgeted revenues in the budgetary funds, as reported by the Commissioner of Revenue on a preliminary basis in July following the end of the fiscal year, subject to any final technical adjustments made prior to August 31. Tax revenues shall include taxes that are transferred to the Commonwealth's Pension Liability Fund, the Massachusetts Bay Transportation Authority State and Local Contribution Fund, the School Modernization and Reconstruction Trust Fund and the Workforce Training Fund.

Effective first full pay period in July 2017: 1.0% base rate salary increase based on a “satisfactory”

performance rating for members who were on the payroll as of June 30, 2017.

Effective first full pay period in July 2017: If fiscal year 2018 tax revenues, as defined in paragraphs (a) and (b), above, equal or exceed \$27.072 billion, 1.0% base rate salary increase based on a "satisfactory" performance rating for members who were on the payroll as of June 30, 2017.

Any additional increases in state funding above 2% will be awarded as merit as defined in the current Agreement. The campus reserves the right to establish a merit pool that can be used to distribute one-time bonuses in lieu of base salary increases. The parties recognize that one-time bonuses can off-set, but not replace base-pay merit increases and therefore the parties shall continue discussions as to the effect of bonuses on future merit increases. Merit will be distributed through the usual process as defined in this Article.

To be eligible for any salary increase contained in this paragraph, an employee must be on the payroll, including any authorized leave of absences, on the effective date of such salary increase and either a) on the payroll during the paid period during which the such salary increase is implemented; or b) retired, deceased, or laid off after the effective date of such salary increase. Employees who leave the university voluntarily or are discharged for cause between the first full pay period in July 2017 and December 31, 2017 are not eligible for any increase or retroactive pay. Employees who leave the university voluntarily or are discharged for cause after January 1, 2018 are eligible for retroactive pay.

Salary Floors: Immediately prior to the July 1, 2018 across-the-board increase, salary floors will increase by \$4,000 for the lowest level for each category and proportionally for the other levels effective as July 1, 2018

	Current		New	
	Floors	Increments	Floors	Increments
Instructor	\$57,000		\$61,000	
Assistant Professor	\$64,000	\$7,000	\$69,000	\$8,000
Associate Professor	\$74,000	\$8,400	\$78,400	\$9,400
Professor	\$92,000	\$13,700	\$93,100	\$14,700

MSP/MTA 219 UMass Amherst 919

Lecturer	\$52,000		\$56,000	
Senior Lecturer	\$57,500	\$5,500	\$62,500	\$6,500
Senior Lecturer II	\$63,000	\$5,500	\$69,000	\$6,500
Librarian I	\$50,000		\$54,000	
Librarian II	\$56,000	\$5,500	\$60,500	\$6,500
Librarian III	\$63,000	\$7,000	\$68,500	\$8,000
Librarian IV	\$73,000	\$8,400	\$77,900	\$9,400
Librarian V	\$84,000	\$9,600	\$88,500	\$10,600
Increase in lowest rank floor	\$4,000			
Increase in promotion increment	\$1,000			

Promotional increments: Increase by \$1,000 effective July 1, 2018

The parties agree to increase the annual computer replacement award so that each awarded bargaining unit member receives up to \$1500.00.

Compensation for faculty first year seminars and honors seminars (1 credit courses) shall be at parity with on campus Lecturer floor.

Article 27 – Supplemental Compensation (Benefits):

Article 27.3.5(b)(2) – Eligibility: modify language to “University” service

Article 27.10 Tuition Remission and Fee Waiver Policies

The tuition discount for undergraduate courses taken by spouses/dependents of faculty & staff with 2+ years of FTE service will be increased to 60%. Administrative Standards, Faculty and Staff Tuition Discounts (Doc T96-129) will be incorporated into the agreement.

Article 35 Continuing Education and Distance Learning:

Effective no later than September 1, 2018, the minimum stipend for a 3-credit course or its equivalent will increase to \$5,000 and departments will have flexibility to pay below the minimum for independent study, team or co-taught courses, lab and discussion sections, or other responsibilities that are less than a 3 credit course. The parties agree to increase the CPE minimum stipend to achieve parity with on-campus lecturers within five years.

On-Line Course Development Agreements: Faculty who enter into on-line course development agreements (developer) for additional compensation will be paid a minimum \$5,000 course adaptation fee and will retain full ownership of their creative contributions to the course (course materials). The developer will also have

MSP/MTA  UMass Amherst 

a right of first refusal to teach the course. If the developer declines to teach the course, the University may permit other instructors to use the course materials (bargaining unit members will be asked first, per current language). This right of assignment expires after 3 years. The course materials may then be updated/refreshed by the original developer for a \$2500 payment and the course development agreement described above would be renewed for another 3 year period. The parties further agree to form a working group for the purpose of developing an alternative compensation model for on-line course development/adaptation that will include a royalty payment and the parties can agree to adjust the course development fee once the royalty process is in place.

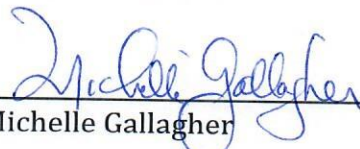
New Appendix on Title IX/Sexual Harassment:

All faculty will be immediately required to provide specified resources and assistance to students who disclose potential sexual misconduct.

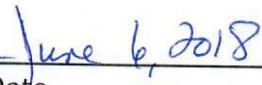
All faculty will be required to complete Law Room or equivalent Title IX training. Certain faculty with leadership roles (including Graduate Program Directors) will immediately be designated as mandated reporters.

A joint task force will be formed to review the current sexual harassment policy and make recommendations about changes to it to the chancellor. The taskforce's policy recommendations will be in areas affecting faculty which could include possible expansion of the responsible employee designation, rights of faculty who are complainants or respondents, and the burden of proof for dismissal cases brought due to policy violations.

For the MSP/MTA



Michelle Gallagher

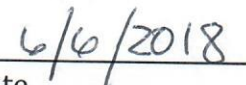


Date

For UMass Amherst



Michael Eagen



Date

MSP/MTA  UMass Amherst 