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UNIVERSITY OF MASSACHUSETTS LOWELL

AND

UNION OF ADJUNCT FACULTY

LOCAL 1596

United Automobile, Aerospace, and Agricultural Implement Workers of America, AFL-CIO

January 1, 2022 – December 31, 2022
and
January 1, 2023 – June 30, 2024

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Agreement between the University of Massachusetts, Lowell and Union of Adjunct Faculty, UAW Local 1596, AFL-CIO

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1. ARTICLE 1: RECOGNITION

1.1 Pursuant to the Certification of representatives, issued by the Massachusetts Division of Labor Relations Case # WMAS-10-1003, dated October 1, 2010, the Board of Trustees of the University of Massachusetts Lowell (UML) recognizes the Union of the Adjunct Faculty (UAF), a unit of UAW local 1596, and the International Union United Automobile, Aerospace and Agricultural Implement Workers (hereinafter referred to as UAF-UAW) as the sole and exclusive bargaining representative of all part-time faculty, part-time teaching staff and hourly faculty, herein referred to as "Faculty Members," employed by UML.

1.2 UAF-UAW of UAW Local 1596, whose representatives are elected from the UML Adjunct Faculty, certified by the Massachusetts Division of Labor Relations in the Commonwealth of Massachusetts, is authorized under Massachusetts General Law (M.G.L.) Chapter 150E, Section 4, as the sole collective bargaining unit with respect to wages, hours, standards of productivity and performance, and other terms and conditions of employment between the UML and the UAF-UAW bargaining unit which shall be located at UML in Lowell, Massachusetts.

1.3 All others employed by UML, including full-time faculty, and full time and part-time non-faculty staff, shall be excluded from this agreement.

2. ARTICLE 2 BARGAINING UNIT INFORMATION

2.1. Each Fall and Spring semester, the University will provide electronically to the Union, data of the confirmed courses being taught by each bargaining unit member. The University will provide the following for each bargaining unit member on or before the second pay date for Fall and Spring semesters:

Name
Age
Gender
Home Address
Home telephone number
E-mail address
Title
Department
Job Code
Birthdate

2.2 The University will provide electronically to the Union complete information as soon as possible for Summer and Intersessions and by November 20 for Fall semester and April 20 for Spring semester, the following information for each bargaining unit member:

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Name
Age
Gender
Employee ID
Home Address
Home telephone number
E-mail address
Title
Department
Job Code
Birthdate
Term of Appointment
Compensation (pursuant to the collective bargaining agreement)
Service date
Accomplishment (highest reported degree)
Terminal Degree (yes or no)
Semester count (toward Senior Adjunct Faculty status)
Senior Adjunct Faculty status (yes or no)
Courses and course credits

3. ARTICLE 3: UNION SECURITY AND CHECKOFF

3.1. It shall be a condition of employment that all Faculty members covered by this Agreement who are members of the Union in good standing as of its effective or execution date, whichever is later, shall remain members in good standing, and those who are not members in good standing as of the effective or execution date of this Agreement, whichever is later, shall, on or after the thirtieth (30th) calendar day following the later of the effective or execution date, become and remain members in good standing of the Union.

3.2. It also shall be a condition of employment that all Faculty members covered by this Agreement who are hired on or after its effective or execution date, whichever is later, shall, on or after the thirtieth (30th) work day following the beginning of such employment become and remain members in good standing of the Union. The term "member(s) in good standing of the Union" shall be construed in accordance with labor law and the Union shall take appropriate steps to ensure compliance with the law.

3.3. The University shall suspend, without pay, a bargaining unit member for up to two weeks any Faculty member covered by this Agreement within one (1) week after receipt of written notice from the Union that said individual is not a member in good standing of the Union as herein required. If after the suspension the Faculty member fails to become a member in good standing, he or she shall be terminated after having completed all of the responsibilities of his/her appointment and shall not be rehired into the bargaining unit until such time as he/she becomes a member in good standing with the Union.

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3.4. Payment of union dues and/or fees may be made via the check off procedure provided by this Article. It is agreed that the University shall assume no financial or other obligation arising out of the provisions of this Article except as specifically provided in this Article, and the Union hereby agrees that it shall indemnify and hold the University harmless from any claims, actions, or proceedings by a Faculty member arising from deductions made by the University hereunder or from the enforcement of this Article. Once the deductions are remitted to the Union, their disposition shall be the sole and exclusive obligation of the Union.

3.5. Each payday, the University shall deduct from a Faculty member's wages a sum of dues and/or fees owed the Union and authorized under labor law, provided the Faculty member has furnished the University a written authorization executed in accordance with law. The Union will provide to the University a suitable form for the authorization of this payroll deduction and as to new Faculty, the University will include that form in his/her initial employment packet. The Union shall be responsible for obtaining executed written authorizations from existing Faculty. The University shall remit the dues and/or fees to the Union or its duly authorized representatives on a schedule to be determined by University Treasurer's office within 30 days of the execution of this agreement.

3.6. In the event no earnings or wages are due on the payday of any month, the University shall deduct from the first wages due thereafter the dues and/or fees so owed and remit the same to the Union within a month from the time such deductions are made. Should the University fail to make the above deduction notwithstanding its receipt of a valid written authorization, the University shall deduct whatever dues are owed from the Faculty member's subsequent paycheck and remit same to the union.

3.7. The Union shall refund to the University, or to the Faculty member involved, any Union dues and/or fees erroneously deducted from any Faculty member's compensation by the University and remitted to the Union.

3.8. Revocation of Dues Checkoff Authorization: Following receipt of any checkoff revocation, the University shall immediately notify the Union, in writing, of the revocation.

4. ARTICLE 4: V-CAP CHECKOFF

4.1. During the life of this Agreement, the University agrees to deduct from the pay of each employee voluntary contributions to UAW V-CAP, provided that each such employee executes or has executed the following "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" form; provided further, however, that the University will continue to deduct the voluntary contributions to UAW V-CAP from the pay of each employee for whom it has on file an unrevoked "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" form.

4.2. Deductions shall be made only in accordance with the provisions of and in the amounts designated in said "Authorization for Assignment and Checkoff of contributions to UAW V-CAP" form, together with the provisions of this section of the Agreement.

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4.3 A properly executed copy of the "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" form for each employee for whom voluntary contributions to UAW V-CAP are to be deducted hereunder, shall be delivered to the University before any such deductions are made, except as to employees whose authorizations have heretofore been delivered. Deductions shall be made thereafter, only under the applicable "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" forms which have been properly executed and are in effect.

4.4 Deductions shall be made, pursuant to the forms received by the University, from the employees' first union dues period in the first month following receipt of the checkoff authorization card and shall continue until the checkoff authorization is revoked in writing. The University agrees to remit said deductions promptly to UAW V-CAP, in care of: Bank One, Dept. 78232, Article 23 Voluntary Exchange, PO Box 78000, Detroit, MI 48278-0232.

4.5 The University further agrees to furnish UAW V-CAP with the name, address, Social Security number, and date of last authorization of those employees for whom deductions have been made. The University further agrees to furnish UAW VCAP with a monthly and year-to-date report of each such employee's deductions. This information shall be furnished along with each remittance electronically in a format conveniently available to the University's accounting system.

5. ARTICLE 5: UNION REPRESENTATION

5.1. The representatives of the Union shall have access to and shall be admitted to the University's places of business for the transaction of necessary Union business relating to this Agreement so long as normal business and classroom activities are not disrupted. It is understood if the Union seeks to use University premises after normal hours it should conform to established procedures for faculty use at such time.

5.2. The University 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.

5.3. The University of Massachusetts Board of Trustees meetings are subject to the State's open meeting laws. Accordingly, the role and mission of the Board, its schedule of meetings and the minutes from those meetings are available at: http://www.massachusetts.edu/bot/index.html.

5.4. Union Office - Within three (3) months of ratification of this agreement, the University shall provide a private office for the Union on campus. The Union shall have access to campus mail, campus e-mail, a network connection, and campus phones (long distance charges to be paid by the Union).

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5.5. Bulletin Boards and Posting Union - The University shall furnish bulletin boards at appropriate locations in each academic building on campus and shall permit representatives of the Union to post notices pertaining to legitimate and appropriate Union interests on the bulletin boards.

5.6. The University's Human Resources website will have a link to the UAF-UAW website.

5.7. Faculty academic and professional accomplishments will be allowed on union bulletin boards. Consistent with University practices and policies, unit members will have access to all internal and external University publications both hard copy and digital.

6. ARTICLE 6: UNION LEAVE AND COMPENSATION

6.1. In order to enable the Union to discharge its duties and responsibilities as the exclusive bargaining agent for the Adjunct faculty, the University agrees to provide the following:

6.1.1. Compensation for up to three (3) Faculty members appointed by the Union for representational purposes, in each fall and spring semester, equivalent to the minimum salary for teaching one three credit course per semester. Any such compensation shall be paid in addition to other compensation for courses taught by that Faculty member, and shall be paid in equal payments over the course of the semester, or as otherwise directed by the Union.

6.1.2. Leave time without loss of pay or any contractual benefits for any faculty 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 18 or which deals with proceedings before the Massachusetts Department of Labor Relations pursuant to the provisions of M.G.L. Chapter 150E, or which deals with proceedings before any governmental agency or any court of law pursuant to the application of the terms and conditions of this Agreement, provided that the Faculty member makes his/her best effort to arrange coverage for his/her class if such meeting or proceeding is scheduled during that Faculty member's class time.

6.1.3. Subject to the approval of the Department Chair, up to one (1) week leave of absence per semester to a maximum of three (3) faculty members each semester, in order to attend union meetings, trainings, and conventions. The faculty member shall not lose pay or any contractual benefits provided he/she arranges for coverage of his/her classes during that week.

7. ARTICLE 7: LABOR MANAGEMENT COMMITTEE

7.1. There shall be a Labor Management Committee which shall consider and make recommendations on matters of general importance to the Faculty including but not limited to: curriculum, working conditions, health and safety, class size, training, space and facilities and resources available to the Faculty. The Committee shall also consider

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and may make recommendations regarding the involvement of the Faculty in the life of the University.

7.2. The Labor Management Committee (LMC) shall meet at least four (4) times a year unless both parties agree to reschedule. Additional meetings may be held by mutual agreement. The Union's Unit Chair and the Provost or designee will suggest agenda items two (2) weeks prior to each meeting. The Union will select 2 members from the UAF-UAW to be its representatives on the LMC and the Provost or designee will select the University representatives for each meeting.

8. ARTICLE 8: NON-DISCRIMINATION

8.1. The Parties agree not to discriminate in any way against employees covered by this Agreement on the basis of membership or non-membership in the Union, or on the basis of any protected union activities.

8.2. The Parties also agree not to discriminate against unit members on the basis of race, religion, creed, color, national origin, gender, age, marital status, sexual orientation, or disability.

8.3. In compliance with state and federal law, positive and aggressive measures will be taken to redress the effects of past discrimination, to eliminate present and future discrimination, and to ensure equal opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, layoff or termination, and compensation.

8.4. Any claimed violation of this article lodged against the Union or a representative of the Union, acting solely in that capacity, shall be governed by the Constitution of the International Union, UAW and its Local 1596, which shall be made available to a claimant by Local 1596. Any other claimed violation of this Article that involves a unit member, either as claimant or as the subject of a claim shall be governed by, and processed pursuant to the procedures of the applicable policies and procedures of the University and not the Dispute/Grievance and Arbitration procedure. However, as a result of the above procedures should disciplinary action be imposed or recommended, recourse to the Dispute/Grievance and Arbitration procedure of this agreement (Article 18) shall be allowed should the Union find sufficient grounds for such action. In addition, as a claimant or the subject of a claim, the Faculty member shall receive, upon the request of the Faculty member, Union representation during all phases of the above University procedures. Union representation in such procedures shall comply with the University's Equal Opportunity and Outreach office.

9. ARTICLE 9: FACULTY RIGHTS AND RESPONSIBILITIES

9.1. To provide students with quality education, competitive with the best of other universities, it is necessary that teachers be endowed with certain rights directly related to the preparation and conduct of their courses, and that these be exercised within the

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structure of the university through associated responsibilities. These rights and responsibilities are enumerated below.

9.2 Faculty Rights and Responsibilities

9.2.1 Faculty members have the right to teach using the style, classroom procedures, materials and methods they have separately and collectively evolved from education, training, and experience in the classroom and/or industry. As members of the department in which the course is taught, faculty members have the right and responsibility to develop, have reviewed beforehand, and disseminate a syllabus consistent with the educational objectives for the course and practices of the college and department. Once approved, no further review is required unless there is a change in the instructor or the syllabus. It is the responsibility of the Dean or his/her designee to initial the syllabus when approved to affirmatively indicate approval of submitted materials. Failure to respond in fourteen calendar days to a request for review constitutes approval. In accordance with this Article, Faculty members are entitled to freedom in the selection of textbooks and other materials involved in the performance of teaching responsibilities except in the case of a multi-section course that may require a common textbook.

9.2.2 Unit members shall not be disciplined, discharged or deprived of any benefit for exercising their rights to academic freedom or for exercising their rights protected under the First and Fourteenth Amendments of the United States Constitution or the parallel provisions of the Massachusetts Constitution, or for exercising their rights to full and broad discussion of all subjects covered by or pertaining to this Agreement, including departmental, college or university policies or practices. In pursuing such discourse faculty have the responsibility to engage the University authority in an appropriate and constructive manner.

9.2.3 Should there be changes properly authorized by a department or other designated University authority, of the educational goals and objectives for an already approved course, faculty members have the right (1) to be promptly notified in writing (including e-mail). Upon receipt by the Faculty member of such notification, the procedures outlined in paragraph 1 above shall be initiated and utilized.

9.2.4 Faculty members have the right to recommend to the Department Chair the removal of students from the course they are teaching who have not fulfilled the pre-requisites. In addition, faculty members have the right to request students to immediately leave the classroom should their behavior significantly diminish the learning environment therein. Faculty have the responsibility to notify the designated authorities when denying a student access to the course or to the classroom.

9.2.5 Faculty members have the right to receive due consideration should he or she request a change of time or classroom based on improving the learning environment or time, or other compelling personal or professional reasons. Faculty members have the responsibility to seek permission prior to making changes in time or location that would

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differ from the registrar's designations including make-up sessions or field trips. It is understood that despite reasonable efforts to do so, approval cannot at all times be guaranteed.

9.2.6 Faculty members have the right to be relieved of convening and meeting with a class due to personal or other compelling reasons. In such instances, unless the exigencies of the situation make such notification impossible, it is the responsibility of the faculty member to notify an appropriate University official as early as possible but not later than four hours prior to the class. Faculty members have the responsibility to notify students as early as possible, to arrange for a qualified substitute or schedule a make-up session, and inform the Department Chair.

9.2.7 Faculty members have the right and responsibility to inform students of the course syllabus either by handouts or an accessible website. Unit members have the responsibility to make the syllabus available to students as early as possible, but in no case later than the end of the first week of classes. The syllabus will include all student assignments and grading criteria.

9.2.8 Faculty members have the right and responsibility, to determine grades for the students enrolled in their course(s), by following objective standards stated in the approved course syllabi, and to submit these grades to the Registrar's Office by the published deadline. It is the responsibility of the Faculty member to follow written and effectively promulgated University grading policies, as well as advisory council provided by the Dean or designee.

9.3 The rights to access labor-saving aids, opportunities to enhance skills, information about the working environment, and information and data processing resources are essential in the maintenance of an effective teacher cohort. These are enumerated below along with their associated responsibilities

9.3.1 Faculty members have the right to a University email account to enable them to communicate with students and the full range of university staff, and to ISIS to enable them to access course schedules, student rosters, student standing, and grading facilities. Faculty members have the responsibility to abide by all existing written University regulations regarding security and fair use and other related written policies, procedures, and practices.

9.3.2 Faculty members have the right and responsibility to participate in appropriate University Orientation and Professional Development sessions. A joint labor-management committee will convene to establish a realizable and appropriate Orientation Session(s) for all new unit members. Such sessions are to be held at the start of the semester that begins nearest to the ratification date of this contract. New faculty members have the right and obligation to attend such session(s) which shall include adequate time for an introductory union presentation. Faculty have the responsibility to abide by procedures established for applying for training sessions.

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9.3.3 Faculty members have the right to a valid University ID card at no fee and the responsibility not to abuse its use. Should there be a replacement cost assigned for the loss or negligent care of an ID, that information shall be provided to the Union.

9.3.4 Faculty members have the right to access University facilities and to use University services and equipment and the responsibility to abide by all existing rules and regulations regarding their use.

9.3.5 The University and the Union agree that it is in the best interest of our faculty, staff, students and the general public, to create and maintain an updated listing of all faculty names and contact information. Within 30 days of the execution of this agreement the office of the Provost will work with the union to identify best practices and develop the means by which this information can be published in a timely and ongoing manner.

10. ARTICLE 10: ACADEMIC FREEDOM

10.1. The University and the UAF-UAW endorse the principles and spirit/standards 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.

10.2. Faculty members are entitled to full academic freedom in research and in publication of the results in compliance with institutional research policies. They are entitled to full academic freedom in discussing their subjects in the classroom. Faculty members should at all times be accurate, exercise appropriate restraint, show respect for the opinions of others and make every effort to indicate that the Faculty member is not an institutional spokesperson, except in circumstances where the Faculty Member is expressly so designated by the Board of Trustees or by the Chancellor.

10.3. Faculty members are entitled to freedom of political belief and/or affiliation.

11. ARTICLE 11: FACULTY PARTICIPATION

11.1. In each Department, Adjunct Faculty may elect one or two Adjunct Faculty representatives depending on the department size. The electoral process shall be determined by the department adjunct faculty. The department shall be notified of the designated representative(s). Adjunct Faculty representative(s) may participate in Department meetings at which there will be discussion of topics relevant to Adjunct Faculty. Adjunct Faculty shall not have the right to vote at Department meetings or attend Department meetings at which any matters related to personnel will be discussed. Attendance by Adjunct Faculty is entirely voluntary. Department representatives shall receive notice of Department meetings at which there will be discussion of topics relevant to Adjunct Faculty to the extent that such notice is provided to other members of the department.

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12. ARTICLE 12: NOTIFICATION OF FULL-TIME POSITIONS

12.1. The University will notify a representative of the UAW Adjunct Union through the University's electronic applicant tracking system whenever a posting for a full-time tenure track or non-tenure track faculty position is posted. The UAW may at its discretion share this information with its membership.

13. ARTICLE 13: FACULTY STRUCTURE

13.1. Employment Categories

13.1.1. Adjunct Faculty

13.1.1.1. Terms of Employment:

13.1.1.1.1. Appointment: The Adjunct Faculty member is appointed for one semester and may be reappointed provided that she/he has received an overall rating above proficient in her/his most recent evaluation (mean score of 3.5 or greater on the evaluation scale of 1 to 5 as defined in Article 14 (Evaluation) and has met the minimum requirements of teaching the assigned course as presented in [Article 9, Par 9.2.1]. (If this is a new/different course, there is an obligation to review materials in accordance with Article 9 Par 9.2.1).

13.1.1.1.2. Remediation: If the faculty member fails to meet expectations of above proficient teaching, as defined in Article 14 the Dean or his/her designee at his/her discretion may give the faculty member the opportunity for remediation and may reappoint him/her, provided that appropriate courses are available as determined solely by the University. A faculty member that has taught at least six (6) semesters or twelve credits and receives a performance rating between 3 – 3.49 shall have the opportunity for remediation and appointment to a subsequent semester so long as the faculty member has submitted a plan to address the issues identified in the student evaluations. Any subsequent failure to meet expectations shall deem the faculty member ineligible for reappointment absent express agreement by the University, and except as noted in 13.2.1.1(iv). Any semester in which the faculty member receives a less than proficient rating shall not be included in the semester count for achieving senior adjunct status.

13.1.1.1.3. Subject to the final determination of the schedule of classes, the Department shall endeavor to notify the Adjunct Faculty of the courses being offered him/her as soon as practicable before the start of each semester.

13.1.1.1.4. An Adjunct faculty member that has taught for 2 years or four (4) courses, whichever occurs first, that is not reappointed and has maintained an above proficient rating in each semester may notify in writing the Department that s/he wishes to be considered for future appointment. Such Adjunct Faculty shall receive preference for one year

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to teach a course(s) previously taught in the Department by the Adjunct Faculty member.

13.1.1.1.5. There is no minimum or maximum course load for Adjunct Faculty.

13.1.2. Advancement

13.1.2.1. A Faculty member who has taught at the University (inclusive of continuing education) for four or more consecutive years at three courses a year (fall and spring) or five or more consecutive years at two courses a year will have the rank of Senior Faculty member provided he or she received an above proficient rating as an adjunct faculty member. Senior Adjunct Faculty members shall retain this rank so long as there is no break in service for more than twelve (12) months unless otherwise provided for in this Agreement or extended by mutual agreement of the parties. Any Senior Adjunct Faculty member reinstated within thirty-six (36) months shall be compensated at the applicable senior adjunct faculty rate.

If a faculty member does not teach a semester due to a University decision not related to the faculty member's performance, or other breaks in service otherwise provided for in this Agreement, the faculty member re-employed within two years, may submit an application that the break in service not be considered as such, for purposes of determining senior adjunct status. Upon verification of the above, the application shall be granted by the University.

13.1.2.2. The Union, on behalf of any Adjunct Faculty members who have shown consistent meritorious teaching, but who do not technically meet the requirements of this section may apply for advancement to Senior Adjunct Faculty by seeking a waiver of these requirements from the Dean or his/her designee.

13.2. Senior Adjunct Faculty

13.2.1. Terms of Employment:

13.2.1.1. When an Adjunct Faculty member advances to Senior Adjunct Faculty she/he shall receive an increase in remuneration and good faith consideration for reappointment to a subsequent semester. Appointments shall be made in order of seniority. The Department shall notify the Senior Adjunct Faculty of the courses being offered as soon as possible. Good faith consideration for reappointment means that a Senior Adjunct Faculty member shall receive reappointment subject to the following:

13.2.1.1.1. Elimination or downsizing of a department or program, merging of a department or program with another unit (if the merging results in the affected faculty member's course or section being eliminated).

13.2.1.1.2. Assignment of a full-time faculty to teach the course(s) taught by the Adjunct Faculty member.

13.2.1.1.3. A reduction in the number of courses or sections offered in a semester or the cancellation of a course or section due to under-

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enrollment or for programmatic reasons, as determined by the University in its discretion, except that the cancellation of a course in a semester shall not impact the Faculty member's other assignment(s).

13.2.1.1.4. Student evaluations (below 3.5 on a five-point scale), the Adjunct Faculty member's failure to meet the obligations specified in Article 9 of this Agreement, or to timely correct a performance issue identified by the Dean, Department Chair, or designee. If a performance issue is identified, the Faculty member will be made aware, in writing, of the performance issue, and will be given, in writing, suggestions for specific, measurable and tangible outcomes.

In the case where a Senior Faculty member's student evaluations fall between a 3- 3.49, that Faculty member will be put on a one-semester probation period ("remediation period"), in which he or she is provided an opportunity to improve performance over the following semester. The Adjunct Faculty member shall have the opportunity to meet with the department chair and utilize available university resources. If the Faculty member teaches that course at or above the proficient level twice consecutively after completing a remediation period, the Faculty member's eligibility for reappointment to that course shall be restored. The University will not be obligated to reappoint a Faculty member who received a below proficient rating on three or more occasions.

Senior Adjunct Faculty members shall be provided with an explanation of non-reappointment. The Senior Adjunct Faculty member shall have the right to be present and have considered mitigating factors, including the percentage of student evaluations submitted, prior to the University taking any action in regard to the Faculty member's student evaluation score.

13.2.1.2. Should a Senior Adjunct faculty member not be offered a teaching assignment due to lack of availability of appropriate courses, as provided for in paragraphs 13.2.1.1.1 – 13.2.1.1.3 above, the Senior Adjunct Faculty member who maintained overall ratings of above proficient (3.5 rating) shall be shall have a right to be assigned a course that the Senior Adjunct Faculty member has taught within the last academic year provided that the course is being taught by a non-senior member of the Adjunct Faculty.

13.2.1.3. Senior Adjunct Faculty who have taught at least one course every semester (fall and spring) for three years as an Adjunct Faculty member and assigned at least the same number of courses taught over the past three years within a department in which the senior adjunct faculty member maintained a rating of at least 3.5. The Senior Adjunct Faculty may choose to accept all or some of the courses offered.

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13.2.1.4. Nothing in above will preclude a Department Chair from providing Senior Adjunct Faculty one-year appointment sooner than prescribed above, based on the needs of the department and the qualifications and performance of the Senior Adjunct Faculty member.

13.2.1.5. If the University cancels a Senior Adjunct Faculty member's course within two weeks of the start of classes (excluding continuing education), and the University does not offer the Adjunct Faculty member another course that the Senior Adjunct Faculty member is qualified to teach, resulting in the Senior Adjunct Faculty member not teaching that course for that semester, then the Senior Adjunct Faculty member shall receive a cancellation fee of 10% of the base rate to teach the course. Cancellation fees shall be limited to two courses per semester. This section does not apply to courses that are offered pursuant to the proposal of an Adjunct Faculty member.

14. ARTICLE 14: EVALUATION AND OBSERVATION

14.1. Student Evaluations:

14.1.1. All Adjunct Faculty shall be evaluated by students using the university-wide student evaluation instrument attached hereto as Appendix A, or B. Any changes to these instruments, other than those related to format, must be negotiated with the Adjunct Faculty Union before being implemented by the University.

14.1.2. An optional department specific student evaluation instrument, as a supplement to the university-wide student evaluation instrument, may be developed by a Department committee comprised of a management representative and a union representative.

14.1.3. Within 30 calendar days following the university grade submission deadline, a summary of the student evaluations will be provided to all Adjunct Faculty. The completed student evaluations will be maintained by the University for three semesters. A copy of the student evaluation will be made available, upon request, within 5 business days of request, to the Faculty Member.

14.2. Classroom Observations:

14.2.1. University Initiated Observations: Should the University initiate a classroom observation of Adjunct Faculty, the University shall inform the Adjunct faculty member at least one week in advance of such observation. Such notice shall include the purpose of the observation and provide the adjunct faculty member the opportunity to meet with the chair or dean prior to the observation, unless exigent circumstances exist. The observer shall use the approved observation form (attached as Appendix C). Following any university-initiated classroom observation, the Dean or his/her designee shall prepare for the Adjunct Faculty member, a written report of such observation including any recommendations for

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improvement, as warranted, and the time frame for completion. Any suggestions for improvement shall be specific, measurable and tangible. The Faculty member will be provided a copy of the assessment and has the right to submit a written rebuttal to the Dean or his/her designee within three (3) weeks of a Faculty member's receipt of the report. This rebuttal will be maintained in the Adjunct Faculty member's personnel file.

15 ARTICLE 15: PROFESSIONAL DEVELOPMENT

15.1 The University encourages activities to enhance the teaching capabilities of the adjunct faculty and continued enhancement of the UML reputation. Towards that end the University will continue a professional development program:

15.1.1 The University shall maintain an Adjunct Faculty Professional Development Fund to support the enhancement of teaching skills, abilities and techniques. The fund shall be administered by the Provost's office. In the first two years of the contract the fund shall have a balance of thirty thousand dollars ($30,000) at the beginning of each fiscal year. At the beginning of the fiscal year in the third year of the contract the fund shall have a beginning balance of fifty thousand dollars ($50,000) and shall be available for disbursement until a new collective bargaining contract is reached by the parties. Such funds shall be available for use during the summers whether or not the faculty member is teaching during the summer.

15.1.2 The process for eligibility and selection is set forth in Appendix D of this Agreement and may be amended by the Labor Management Committee.

16 ARTICLE 16: DISCIPLINE AND DISCHARGE

16.1 The University shall have the right to discipline any Faculty member, up to and including discharge, for just cause. Except as otherwise expressly provided for in this Agreement, such disciplinary treatment shall be subject to the provisions of Article 18 (Dispute/Grievance and Arbitration Procedure).

16.2 This provision shall not cover those instances when the University does not renew an Adjunct or Senior Adjunct Faculty member's appointment for reasons articulated in Article 13, Faculty Structure.

17 ARTICLE 17: RETRENCHMENT

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

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17.1.1 Pre-Retrenchment: General Provisions

17.1.1.1 The parties recognize that intelligent planning to avoid retrenchment is essential as a matter of efficient management; the furtherance of reasonable expectations of employment security for unit members; and the need to retain the integrity and continuity of the University's Program of Affirmative Action and continue the implementation of this program as required by federal and state law, regulations, guidelines and policies.

17.1.1.2 If and when retrenchment seems imminent, the University shall make plans to permit attrition to effect the required reduction of Faculty.

17.1.1.3 Prior to implementing Retrenchment, the University shall meet with the union to notify them of the proposed impact of the retrenchment including the reduction, curtailment, modification or discontinuance of programs or courses which will lead to a reduction in Unit size.

17.1.1.4 When a plan or policy of retrenchment is necessary, the process established in Article XIII, Faculty Structure for non-reappointment and recall rights shall apply

17.1.2 Other Rights

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

17.1.2.2 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 University Administration.

18 ARTICLE 18: DISPUTE GRIEVANCE AND ARBITRATION PROCEDURE

18.1 A grievance within the meaning of this Agreement shall be any dispute concerning the interpretation, application or claimed violation of a term or provision of this Agreement. A prompt and efficient method of settling Disputes, as herein defined, is both desirable and necessary. Moreover, notwithstanding the availability of the formal procedures of this Article, it is agreed an informal resolution of any Dispute is desirable.

18.2 An aggrieved Faculty member or the Union shall present a grievance within twenty (20) working days of its occurrence or discovery. A Faculty member may be accompanied by a Union representative at any step of the of the grievance procedure.

18.3 The following steps shall be followed in the processing of disputes/grievances:

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18.3.1 Step 1. The Faculty member shall informally discuss the dispute/grievance with his/her immediate supervisor within twenty (20) working days of its occurrence or discovery. Matters resolved at this Step will not create a precedent for the interpretation or application of this Agreement. If the dispute/grievance is not resolved within thirty (30) working days from its occurrence or discovery the grievance may proceed to Step 2. Furthermore, while Faculty and administration are encouraged to resolve disputes at Step 1, the Faculty member or Union may initiate a grievance at Step 2 provided it is so initiated within the twenty (20) working days of its occurrence or discovery, as specified above.

18.3.2 Step 2. Disputes/grievances that proceed to Step 2 must be reduced to writing and sent to the Dean of the appropriate department or his/her designee within ten (10) working days of the Step 1 response or within thirty (30) working days of its occurrence or discovery if the Faculty member does not choose to go through Step 1. The Dispute/Grievance must specify the nature of the grievance, the date of occurrence and discovery, the provision(s) of this Agreement at issue and the relief requested. The Dean or his/her designee shall meet with the grievant and the Union within ten (10) working days of receipt of the written grievance. The Dean or his/her designee shall respond to the Union in writing within ten (10) working days of the meeting, with a copy to the University's Human Resources Department and the Office of the Provost.

18.3.3 Step 3. A grievance not resolved at Step 2 may be appealed in writing within ten (10) working days of the conclusion of Step 2 to the Provost or his/her designee. The Provost or designee shall meet with the grievant and the Union to discuss the grievance within ten (10) *working* days of receipt of the written appeal. Both the Provost or designee and the Union are not precluded from inviting other representatives who are relevant to the grievance. The Provost or designee shall respond to the Union in writing within ten (10) working days of the meeting.

18.4 A grievance by the University will initiate at Step 3. A grievance by the University shall be in writing, addressed to the Union at its offices, within twenty (20) working days of its occurrence or discovery, and shall specify the nature of the grievance, the provision(s) of this Agreement at issue and the relief requested. The Union shall respond in writing within ten (10) working days of its receipt, and shall send a copy of its response to the University's Human Resources Department.

18.5 Any dispute filed by the Union on behalf of two or more Faculty members or involving the disciplinary suspension or discharge of a Faculty member or a grievance regarding an action taken or a decision made by a Dean, may be initiated at Step 3. Additionally, as to any other dispute, the parties may proceed initially at Step 3 if by mutual agreement, in writing.

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18.6 Any disposition of a dispute/grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved and shall not be considered further subject to the grievance and arbitration provisions of this Agreement. Failure on the part of either party to address a grievance at any step shall not be deemed acquiescence thereto, and the grieving party may proceed to the next step.

18.7 A grievance not resolved at Step 3 may be taken to arbitration by the Union or the University within thirty (30) days of the conclusion of Step 3. The time within which a party may take a grievance to arbitration is of the essence. A party shall take a grievance to arbitration by giving notice to that effect, with a copy to the other party, to the American Arbitration Association pursuant to its Labor Arbitration Rules. Unless the parties agree upon the selection of an arbitrator, such selection shall be in accordance with the procedures of the Labor Arbitration Rules of the American Arbitration Association.

18.8 The arbitration shall be in accordance with the procedures of the Labor Arbitration Rules of the American Arbitration Association. Notwithstanding the foregoing, the arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined in this Article, and shall have no authority to add to, subtract from, modify or amend in any way the provisions of this Agreement. The decision of the arbitrator shall be final and binding upon the Faculty member, the Union and the University. The fees and expenses of the arbitrator and the American Arbitration Association shall be borne equally by the Union and the University.

18.9 If a Faculty member must miss a class because he/she is required to attend an arbitration, there will be no loss of teaching wages for that Faculty member. If the University subpoenas a Faculty member to appear at an arbitration and he/she loses wages from another employer, the University will reimburse that Faculty member his/her lost wages upon presentation of proof documenting such losses.

18.10 The time limits provided for in this Article shall not include Saturday, Sundays or University holidays. All time limits herein may be extended by mutual agreement.

19 ARTICLE 19: ACCESS TO SERVICES AND FACILITIES

19.1 Support Services: The University shall make available to Faculty normal, traditional and reasonable academic and professional support services and facilities. This shall include appropriate office space, access to meeting rooms and lounges consistent with that provided other university employees; use of the library, computer, telephone, laboratory and technical services; internal and external mail services; appropriate administrative services including payroll, personnel services; parking; maintenance and/or janitorial services; and other appropriate work facilities that are clean, well-lighted, maintained at reasonable temperatures, safe and healthful.

19.2 Offices: Each Faculty member shall have adequate office space. Adequate office space

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shall be designated as such and used solely for that purpose. Adequate office space shall be defined as appropriate shared enclosed space. Offices shall be equipped with phones, computers, desk and locked storage for each Faculty, and access to a printer and wireless internet access. Upon reasonable advance notice, the employer shall provide private space for a faculty member to discuss a confidential academic matter with a student.

19.3 Communal Space: The parties acknowledge that the development of communal space for University employees is desirable. When such space is developed it shall be made available to Adjunct Faculty on the same basis as other university employees.

20 ARTICLE 20: UNPAID AND PAID LEAVES OF ABSENCE

20.1 Unpaid leaves of Absence

20.1.1 Faculty shall be entitled to an unpaid leave of absence for any reason required by law.

20.1.2 Family and Medical Leave, Mass Maternity Leave, Small Necessities Acts; etc.: The University shall abide by Federal and State laws related to leaves of absence. In addition, the University shall offer family and medical leaves on the same terms as is required by the Federal Family and Medical Leave Act. The year shall be counted as a rolling 12-month period. In addition to family and medical leave, the University shall offer 24 hours of additional unpaid leave to eligible Faculty for the purposes outlined in the Small Necessities Leave Act, M.G.L.c.149, sec. 52D.

20.1.3 Parenting Leave - Faculty are eligible for eight weeks of parenting leave under the Massachusetts Maternity Leave Act if he/she has completed the initial probationary period, if any, set by the terms of her/his employment; and he/she is absent from such employment for a period not exceeding eight weeks for the purpose of giving birth; or adopting a child under the age of 18; or adopting a child under the age of 23, if the child is mentally or physically disabled; and he/she gives her employer at least two weeks' notice of her/her anticipated date of departure and intention to return. If an employee meets these eligibility requirements, the employer must grant eight weeks of unpaid maternity leave under the MMLA. An employer cannot refuse to grant MMLA leave on the grounds that doing so would constitute a hardship. The MMLA, by its terms, provides maternity leave to female employees only. However, the University recognizes that providing maternity leave in excess of the eight weeks required by the MMLA to female employees only, and not to males, would in most circumstances constitute sex discrimination in violation of Chapter 151B and federal prohibitions against sex

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discrimination. Faculty shall maintain their appointment with no loss of seniority for absences under this provision.

20.1.4 Faculty shall receive one semester of unpaid leave for verifiable medical reasons with no loss of seniority and shall be offered an assignment equal to the number of course(s) taught prior to the leave in accordance with the provisions of Article 13 Faculty Structure.

20.1.5 Faculty may be considered for an unpaid leave of absence for reasons other than as set forth in paragraph 20.1.1 above, upon request. Any request should be submitted to the Dean in writing. The Dean or his/her designee will determine whether or not the request can be granted. The Dean's decision is final and is not subject to the grievance and arbitration procedure of this Agreement.

20.1.6 Upon return from an authorized leave, the University shall offer an assignment equal to the number of course(s) taught prior to the leave in accordance with the provisions of Article 13 Faculty Structure.

20.1.7 Seniority, compensation, and any benefits related thereto held by the Faculty Member shall be retained upon return to the University at the completion of an authorized leave.

20.2 Paid Leaves of Absence

20.2.1 Sick Leave Compensation: Adjunct Faculty will be eligible for one day of paid sick leave per semester, which if not used in that semester shall not carry over. In addition, Adjunct Faculty may earn sick leave per the Massachusetts Earned Paid Sick Leave Law, which if not used will be carried over to the extent the law requires.

20.2.2 Military Leave:

20.2.2.1 Except where otherwise specified, terms used in this Article shall be defined consistent with the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 U.S.C. §§4301, et seq. and Mass General Laws Chapter 33, §§ 38, 40, 41, 59 and 60.

20.2.2.2 Faculty shall be granted leave as required for scheduled training and active duty in any uniformed services of the federal government or the Commonwealth. Upon return from such leave, Faculty shall be reinstated to their former position and status, subject to the provisions in Article 13, Faculty Structure,

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and shall be treated as if they were continuously employed for purposes of paid leave, scheduled salary increases, and any other rights or benefits based on length of service.

20.2.2.3 Faculty shall be entitled to pay during time of military service, in accordance with M.G.L. Chapter 33, Section 59. Faculty may also, at their option, utilize accrued paid time off during unpaid military leave.

20.2.2.4 Any Faculty who is a veteran, as defined by M.G.L. chapter 149, Section 52A½ shall be entitled to leave without loss of regular pay to participate in Veterans Day and/or Memorial Day observances.

20.3 Jury and Witness Duty:

20.3.1 Jury Duty: A Faculty summoned for jury duty will be granted a leave of absence with pay for time lost from their regular work schedule while on jury duty upon presentation of the summons to jury duty to his/her supervisor. A Faculty who receives jury duty fees for jury service upon presentation of the appropriate court certificate of service shall either:

20.3.1.1 Retain such jury fees in lieu of pay for the period of jury service if the jury fees exceed his/her regular rate of compensation for the period involved; or

20.3.1.2 Remit to the University the jury fees if less than his/her regular rate of compensation for the period involved.

20.3.1.3 Jury fees, for the purposes of this Article, shall be the per diem rate paid for jury duty by the Court, not including the expenses reimbursed for travel, meals, rooms or incidentals.

20.3.2 Witness Duty:

20.3.2.1 Faculty who are summoned to appear as witnesses on behalf of the Commonwealth, or any town, city, or county of the Commonwealth, or on behalf of the Federal Government, shall be granted witness service leave without loss of pay for this purpose. Notice of service shall be provided to the Chair upon receipt of the summons. Faculty who receive witness fees for services during their regular work hours shall remit those fees to the University.

20.3.2.2 When a Faculty has been granted leave for jury duty or witness service, and is excused by proper court authority, the Faculty shall report back to official place of duty whenever the interruption in jury duty or witness service will permit four or more consecutive hours of work.

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20.3.3 Jury and witness leave shall not affect any employment rights, opportunities or benefits.

21 ARTICLE 21: HEALTH AND SAFETY

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

21.2 The Labor Management Committee as provided for in Article 7, in addition to its other duties, shall discuss matters relating to health and safety. Either party may call additional meetings of the Labor Management Committee to resolve specific health and safety issues.

21.3 Adjunct Faculty will be participating members of the University's Health and Safety Committee.

22 ARTICLE 22: PERSONNEL FILES

22.1 A Faculty member may review his/her personnel file. The University must make the personnel file available within 5 business days after a written request by the Faculty member. Upon his/her request, the Faculty member will be given a photocopy of any item(s) in such file(s).

22.2 Where the Faculty member seeks review of his/her personnel file in connection with Article 18 (Dispute/Grievance and Arbitration Procedure), the Union representative and/or steward may be present at the review and examine the documents.

22.3 The University is required to notify Faculty members within 10 days when any addition to their personnel record is made, if that addition could negatively impact the employee's employment status, pay, salary increase, prospects for promotion, transfer or training, or if the information could result in disciplinary action. The Faculty member the right to inspect his/her employee personnel file after receiving such notification.

22.4 The Faculty member shall have the right to submit a written response to any documents placed in his/her file.

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23 ARTICLE 23: COMPENSATION

23.1 The following shall represent the minimum rates of compensation per three credit hour course taught per semester. These rates will be pro-rated for courses taught that are fewer or greater than three credits.

23.1.1 Effective Fall Semester 2022, increase base teaching rates by two percent (2%). The minimum base teaching rates shall be as follows:

FAHSS, Education, and Public Health:	$5,402.23
Sciences, Engineering, Physical Therapy & Kinesiology, and Biomedical and Nutritional Sciences:	$6,017.33
Business and Nursing:	$6,685.92

23.1.2 The minimums noted in (1) above will be adjusted as follows:

Effective Fall Semester 2023, increase base teaching rates by six percent (6%). The minimum base teaching rates shall be as follows:

FAHSS, Education, and Public Health:	$5,726.36
Sciences, Engineering, Physical Therapy & Kinesiology, and Biomedical and Nutritional Sciences:	$6,378.37
Business and Nursing:	$7,087.08

23.1.3 Senior Adjunct Faculty shall receive a 10% increment above these minimum levels.

23.1.4 Adjunct faculty holding a terminal degree in the relevant discipline (e.g. doctorate or MFA) shall receive an additional $500 to their salary rate per course.

23.1.5 Any further adjustments beyond these minimum salary levels noted in (23.1.1) and (23.1.2) above will be determined at the sole discretion of the University and will be based on such criteria as: College or discipline, other experience or qualifications as are deemed relevant by the University, determination that contact hours expectations are higher than recorded credit hours, past practices in the department, or other market related factors which impact the University's ability to attract Adjunct Faculty as determined by University needs.

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23.1.6 Individual incumbent adjunct faculty, who are currently receiving a higher rate than noted in Sections (23.1.1-23.1.4) above, shall maintain such higher rates.

23.1.7 The parties agree that the rate for developing a course requested by UML shall be not less than the minimum salary rate for teaching the course.

23.2 Division of Corporate and Continuing Education

23.2.1 Adjunct Faculty members teaching Continuing Education, three-credit-hour courses with enrollments of ten (10) or more students shall receive full compensation, as noted in section 23.1 above for such courses. For classes with enrollment that exceeds twenty-seven (27) students in a three-credit-hour course, Adjunct Faculty shall receive an additional $500 per each additional three students enrolled. For classes that fall below enrollment of ten (10) students, but not fewer than seven (7) students – and if the University at its sole discretion decides to run the course, the Adjunct faculty member will be offered the course at compensation of $500 less than the rates noted in section 23.1 above for such course. The Adjunct Faculty may decline to teach the course at the lower compensation. Because courses through Continuing Education must be self -supporting, courses with fewer than 7 students may be cancelled at any time prior to the first-class meeting.

23.2.2 Course enrollment levels, for the purpose of administering this section, will be determined as of the first official day of classes each semester.

23.3 Applied Music Instruction

23.3.1 Effective Fall Semester 2022, Adjunct Faculty who teach applied music instructions shall receive a two percent (2%) increase for a base rate of $76.22/hour.

23.3.2 Effective Fall Semester 2023, Adjunct Faculty who teach applied music instructions shall receive a six percent (6%) increase for a base rate of $80.80/hour.

23.3.3 Adjunct Faculty who teach applied music instruction shall be entitled to advance to Senior Adjunct Faculty in accordance with Article 13, Faculty Structure, and shall receive a $5.00 increase to their hourly rate.

23.3.4 Individual incumbent adjunct faculty who are currently receiving a higher rate than $63.25/hour shall maintain such higher rate plus the same percentage increases as outlined in sections 23.1.5 and shall be entitled to the increases provided for in Paragraphs 23.3.1 and 23.3.2, above.

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23.4 Other General Matters

23.4.1 The University reserves the right to engage Adjunct Faculty in other business of the University which work is not governed by this Collective Bargaining Agreement. The University will determine the pay rate(s) that it will offer for such assignments and Adjunct Faculty will have the right to accept or refuse such assignment.

24 ARTICLE 24: HEALTH BENEFITS

24.1 Effective January 2019, Senior Adjunct Faculty with a teaching load of a minimum of three 3-credit courses (inclusive of credited courses taught through day and continuing education) in spring 2019, and who had a teaching load of three 3-credit courses in the fall 2018 will be deemed eligible for the Commonwealth's employee benefit plans including retirement and health insurance.

24.2 Effective Fall 2019, Senior Adjunct Faculty with a teaching load of a minimum of three 3-credit courses (inclusive of credited courses taught through day and continuing education) in each of fall and spring terms will be deemed eligible for the Commonwealth's employee benefit plans including retirement and health insurance.

24.3 Effective Fall 2020 and thereafter Senior Adjunct Faculty with a teaching load of a minimum of five 3-credit courses (inclusive of credited courses taught through day and continuing education) over the fall and spring terms (i.e., distributed as either 3/2 or 2/3 fall over spring) will be deemed eligible for the Commonwealth's employee benefit plans including retirement and health insurance.

24.4 For purposes of the above determination of benefits eligibility beginning fall 2019, the Union and University agree to consider occasions when a faculty member's teaching load reaches the threshold for defined eligibility such that the equivalent work effort and required level of teaching credits is established, e.g., a Mathematics instructor could have a 4 credit course, a 3 credit course, and a 2 credit course assigned to them each semester.

24.5 Initially, the employer costs to implement these employee benefits shall be made from remaining unexpended funds as referenced in the parties' April 26, 2016 Agreement, after which, the University will build these costs into base budgeting.

24.6 Annual Appointments and Distribution of Benefited Compensation: Senior Adjunct Faculty with an annual teaching load that qualifies them to participate in state benefits will receive one-year appointment letters, and their compensation for their fall and spring course assignments will be distributed over 12 months (i.e., 26 paychecks from September through August).

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25 ARTICLE 25: OTHER BENEFITS

25.1 Retirement: Faculty shall also have access to voluntary retirement or savings plans that are available to other employees at the University.

25.2 Tuition: Faculty members who have been employed at UMass Lowell for more than one semester shall be entitled to take one course per year at UMass Lowell at no cost to them.

25.3 Recreation Facilities: Faculty members are eligible to use all the campus recreational sports facilities on the same basis as these facilities are available to other UMass Lowell Employees.

25.4 Employee Assistance Program: The University agrees to provide the UMass Lowell Employee Assistance Program to Faculty on the same basis as it is available to other University employees.

25.5 Parking: Faculty will be eligible to purchase a parking decal which will permit them to park in designated University lots. In order to secure a parking decal, the faculty member must agree to pay a parking fee following the schedule below:

- 25.5.1 In the first semester following ratification of this Agreement, the parking fee shall be $55.00 per semester (spring and fall). Such amount shall be deducted from the faculty member's bi-weekly pay in equal amounts over the course of the semester for which the parking decal is purchased.
- 25.5.2 Beginning with the third semester following ratification, the parking fee shall be $60.00 per semester (spring and fall). Such amount shall be deducted from the faculty member's bi-weekly pay in equal amounts over the course of the semester for which the parking decal is purchased.
- 25.5.3 Beginning with the fifth semester following ratification, the parking fee shall be $65.00 per semester (spring and fall). Such amount shall be deducted from the faculty member's bi-weekly pay in equal amounts over the course of the semester for which the parking decal is purchased.

25.6 Workers' Compensation: The members of the bargaining unit shall be entitled to Workers' Compensation.

26 ARTICLE 26: PAY DAY

26.1 A Faculty member shall be paid on a bi-weekly basis for the teaching and other compensable duties he/she performed.

26.2 The University shall provide the faculty member the salary detailing the gross pay per course, the start and end dates of the course, and the faculty rank. This documentation shall be provided to the Faculty member when the ePAF or its equivalent is provided to the payroll department. However, the expectation is that

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the Department will provide the information to the Faculty member at the same time it is forwarded to the Provost's office or other authorized official. Terms and codes used on the ePAF and payroll system are for the purpose of payroll only and are not determinative of any of the terms and conditions provided for in this Agreement.

26.3 As a condition of employment all Faculty members must agree to have their pay directly deposited into a bank account of their choosing. In addition, the University requires all unit members to abide by the University's "green" initiative of suppressing the printing of their pay stub. Faculty members shall receive an electronic itemization of all income as well as all voluntary and involuntary deductions. The precise payday shall be the same day set for others in the University who are similarly situated.

27 ARTICLE 27: NO STRIKE, NO LOCKOUT

27.1 The Union agrees that it will not, nor will it permit any member of the Union to, call, instigate, engage or participate in or encourage or sanction any strike, sympathy strike, sit-down, slow-down or stoppage of work.

27.2 The University agrees that it shall not lock out any of the faculty members covered by this agreement.

28 ARTICLE 28: POLICIES, PROCEDURES AND WORK RULES

28.1 Proposed changes or additions to the Employer's policies, procedures and work rules shall be brought to the Labor Management Committee pursuant to Article 7 of this Agreement, prior to finalization and implementation. In exigent circumstances, if schedules do not allow for a Labor Management Committee meeting, the Union's representative and the Unit Chair will substitute for the Labor Management Committee. Once finalized, such proposed changes shall be forwarded by the Employer to the Union and distributed to all Faculty members at least ten business days prior to their proposed implementation. No policies, procedures or work rules which are inconsistent with this Agreement shall be implemented without the consent of the Union.

28.2 The parties have discussed and agreed the training currently required by state and federal law, including Title IX and any state ethics or conflict of interest requirements, may be made mandatory by the University without additional compensation, provided that it is available to be completed online. This does not alter the parties' existing practice with respect to computer training necessary for faculty to conduct online courses.

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29 ARTICLE 29: MAINTENANCE OF BENEFITS

29.1 All benefits to employees, attributable to the adjunct and part-time faculty positions held and which are set forth in written University policy heretofore existing, shall be continued unless discontinued or modified by terms of this agreement or by other written agreements between the University and the Union.

29.2 Any prior benefit not the subject of a written University policy shall be treated as written if such prior benefit has been:

29.2.1 A consistent and ascertainable course of conduct.
29.2.2 Engaged in for some reasonable length of time.
29.2.3 Of which both parties are aware.
29.2.4 Which does not vary the express, written terms of this agreement.
29.2.5 Which is in respect to a given set of specific circumstances and conditions.

30 ARTICLE 30: SUCCESSORSHIP

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.

31 ARTICLE 31: CONFORMITY TO LAW/SEPARABILITY

31.1 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 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.

31.2 In such an event as described in Section 31.1, 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.

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32 ARTICLE 32: SCOPE OF AGREEMENT

During the negotiations which resulted in this Agreement, both the Union and University had unlimited rights to propose and negotiate in good faith any matters they so choose to propose. Both the Union and the University have the right to request that waivers, modifications, additions, and/or deletions be made to any specific language or provisions of this Agreement during the period this Agreement is in effect. Other than at the time of negotiations on a successor to this Agreement, both parties must mutually agree and consent to the opening of this Agreement before negotiations begin. All of the terms of this Agreement shall remain in full force and effect during the period of any such negotiations and shall remain intact until both parties sign documents agreeing to the specific waiver, modification, addition, and/or deletion. All of the terms and provisions of this Agreement shall remain in effect during the negotiation of a successor Agreement.

33 ARTICLE 33: PRODUCTION/DISTRIBUTION OF AGREEMENT

The University will post this Agreement in a publicly accessible location of the University's website.

34 ARTICLE 34: UNIVERSITY MANAGEMENT RIGHTS AND PREROGATIVES

34.1 General Provisions

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

34.1.1. The right to enact University policies, rules, and regulations which are not in conflict with this agreement;

34.1.2. The right to hire, promote, suspend, discipline, transfer, or discharge for proper cause all employees and determine their qualifications;

34.1.3. The right to determine the employment period of all employees in the unit;

34.1.4. The rights to relieve employees from duty because of lack of work, legislative budget reductions, financial exigency or other proper reasons;

34,1,5. The right to determine financial policies, budgetary preparation and submission including accounting procedures; and

34.1.6. The right to determine the management organization of each aspect of the University operation and the selection of employees for promotion to supervisory or other managerial positions.

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34.2 Limitation of Management Rights

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

34.3 Management Prerogatives

34.3.1 Nothing in this Agreement shall be deemed or construed to impair or limit those powers and duties of the Board which may not be delegated or circumscribed under the laws of the Commonwealth.

34.3.2 It is clearly understood that the management rights and prerogatives secured by this Article are not subject to the grievance or arbitration procedures of this Agreement, except only as to the limitations specifically imposed and/or secured in this Agreement.

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

35. ARTICLE 35: TEMPORARY VISITING FACULTY APPOINTMENTS

Following the termination of their visiting faculty appointments, Adjunct Faculty given such appointments will be returned to their former bargaining unit status with credit for their Visiting Faculty Appointment for seniority purposes. Subject to the other provisions of the Agreement, they shall return to their pattern of teaching.

36. ARTICLE 36: TERM OF AGREEMENT AND RENEWAL OF AGREEMENT

This Agreement shall remain in full force and effect until June 30, 2024, and thereafter shall continue in effect unless notice of a desire to modify or terminate the Agreement is given by either party to the other, in writing and by certified mail, return receipt requested, at least sixty (60) days prior to the expiration of the Agreement; provided, however, that where neither party gives such sixty (60) day notice of modification or termination prior to the expiration of the Agreement, the Agreement shall continue in effect until terminated or

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modified following notice by either party to the other, in writing and by certified mail, return receipt requested, of a desire to terminate or modify the Agreement, at least ninety (90) days thereafter.

This Agreement was duly executed by the parties on the ____ day of April, 2024.

For the University of Massachusetts Lowell

DocuSigned by:
William Storella 4/23/2024 | 08:52 EDT
30A5D4D7FECE417...
William Storella
Director of Labor Relations

DocuSigned by:
Julie Nash 4/24/2024 | 09:56 EDT
A385817CB2EE4C4...
Julie Nash
Vice Provost, Academic Affairs

DocuSigned by:
John Dunlap 5/3/2024 | 11:49:19 AM EDT
529C9F9F3299489...
John Dunlap
Chief Human Resources Officer

DocuSigned by:
Martin T. Meehan 5/11/2024 | 5:15:30 AM EDT
FAA6EB64DFDF4B1...
Martin. T. Meehan
President

For the Union of Adjunct Faculty Local 1596, United Automobile, Aerospace and Agricultural Implement Workers of America, AFL-CIO

DocuSigned by:
Kathy Melish 4/22/2024 | 13:45 EDT
95073805C44C459...
Kathy Melish
President, UAW Local 1596

DocuSigned by:
Michael Holmes 4/22/2024 | 14:39 EDT
220E2B3A019D49D...
Michael Holmes
International Representative, UAW Local 1596

DocuSigned by:
Ellen Martins 4/22/2024 | 21:25 EDT
24644E2EDC87410...
Ellen Martins
President, UAF