

UNIVERSITY OF MASSACHUSETTS LOWELL

AND

UNION OF ADJUNCT FACULTY

LOCAL 1596

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

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

Table of Contents

Article #	Article Name	Page
1	Recognition	2
2	Bargaining Unit Information	2
3	Union Security and Checkoff	3
4	V-CAP Checkoff	5
5	Union Representation	5
6	Union Leave and Compensation	7
7	Labor Management Committee	8
8	Non-Discrimination	8
9	Faculty Rights and Responsibilities	9
10	Academic Freedom	11
11	Faculty Participation	12
12	Notification of Full-time Positions	12
13	Faculty Structure	12
14	Evaluation	16
15	Professional Development	19
16	Discipline and Discharge	20
17	Retrenchment	20
18	Dispute Grievance and Arbitration Procedure	21
19	Access to Services and Facilities	23
20	Unpaid and Paid Leaves of Absence	24
21	Health and Safety	26
22	Personnel Files	27
23	Compensation	27
24	Health Benefits	29
25	Other Benefits	30
26	Pay Day	30
27	No Strike, No Lockout	31
28	Policies, Procedures and Work Rules	31
29	Maintenance and Benefits	31
30	Successorship	32
31	Conformity to Law/Separability	32
32	Scope of Agreement	32
33	Production/Distribution of Agreement	32
34	Term of Agreement and Renewal of Agreement	33
	Side Letter Agreement	34

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. The University will endeavor to have signed appointments for each bargaining unit member, subject to confirmation of sufficient enrollment, one month in advance of the start of each semester. Within one week after the add/drop date for each Fall and Spring semesters, the University will provide the union complete data of the confirmed courses being taught by each bargaining unit member. For summer and intersessions, the University will provide complete data as soon as possible.

The Information will include:

Name
Employee ID
Home Address
Home telephone number
E-mail address
Age
Gender
Term of Appointment
Title
Total Compensation

Credit Hours
Contact Hours
Updated recall list for Adjunct Faculty
Updated recall list for Senior Faculty

2.2 The University will provide the Union an annual list of Faculty members who are being reimbursed from the Health and Welfare Fund.

2.3 All information will be provided electronically.

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.

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.

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).

- 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.

- 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 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.

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 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.

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. They are entitled to full academic freedom in discussing their subjects in the classroom. He/She should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others and make every effort to indicate that he/she is not an institutional spokesperson, except in circumstances where S/he 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.

- 10.4. In accordance with Article 9, Faculty Rights and Responsibilities, Paragraph 9.1, 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.

11. ARTICLE 11: FACULTY PARTICIPATION

- 11.1. In each Department, Adjunct Faculty may elect one or two Adjunct Faculty representatives. These two adjunct representatives may participate in Department meetings at which there will be discussion of topics relevant to Adjunct Faculty. Adjunct Faculty shall not attend Department meetings at which any matters related to personnel will be discussed. Attendance by Adjunct Faculty is entirely voluntary.

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 is eligible for reappointment 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 any subsequent processes developed by the Evaluation Committee and agreed to by the parties) 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 and any subsequent processes developed by the Evaluation Committee and agreed to by the parties, 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.

- 13.1.1.1.3. If an appropriate course is not available, the adjunct who has consistently taught above proficient as defined in Article 14 for 2 years or four (4) courses, whichever occurs first, shall be placed on the recall list for one (1) year and recalled, in order of semesters of service as an Adjunct Faculty to teach a course(s) for which the University and Adjunct Faculty member mutually agree s/he is qualified to teach. Should the adjunct faculty member and the department chair be unable to resolve this matter, the faculty member may bring the matter to the Dean for review and final resolution.
- 13.1.1.1.4. 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.
- 13.1.1.1.5. The Union shall be provided the updated recall list each semester per Article 2. Each semester the Adjunct Faculty on the recall list shall be responsible for notifying the Department, in accordance with established procedure, that s/he wishes to remain on the recall list and for updating his/her contact information.
- 13.1.1.1.6. There is no guaranteed course load—minimum or maximum—for Adjunct Faculty.

13.1.2. Advancement

- 13.1.2.1. After the Adjunct Faculty member, within a rolling seven year period, completes five years of service (equivalent to teaching 10 semesters – fall/spring) and has taught ten (10) courses, she/he shall advance to “Senior Adjunct Faculty,” provided she/he meets the overall rating above proficient as described above and as determined by the processes discussed in Article 14 and any subsequent processes developed by the Evaluation Committee and agreed to by the parties.
- 13.1.2.2. Adjunct Faculty members who have shown consistent meritorious teaching, but who do not technically meet the requirements of this section shall be entitled to apply, in accordance with established procedure, for advancement to Senior Adjunct Faculty by seeking a waiver of these requirements from the Dean or his/her designee. The decision of the Dean in this matter is final and will not be subject to the grievance procedure.

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 reappointment to a subsequent semester. Among Senior Adjunct Faculty, appointments shall be made in order of his/her seniority unless the Department determines that there are no courses that are appropriate for that Senior Adjunct Faculty to teach. For Senior Adjunct Faculty, should the faculty member and the department chair be unable to resolve this matter, the faculty member may bring the matter to the Dean for review and resolution. If the Senior Adjunct Faculty member does not agree with the decision of the Dean, s/he may request a review of the matter in accordance with established procedure (13.2.1.2).

13.2.1.2. Procedure for review of a Dean's decision of Senior Adjunct Faculty member appointment: The Senior Adjunct Faculty member will write a statement outlining his/her rationale for disagreeing with the Dean's decision and may include any documentation which s/he believes is relevant to his/her position on the matter. The Chair and Dean will provide a written response to the Senior Adjunct Faculty member's statement. The Senior Adjunct Faculty member's statement, along with the response from the Chair and Dean, will be submitted to a review panel consisting of three individuals - the union grievance officer, a representative of the Provost's office, and a mutually agreed-upon neutral third party. This neutral third party can be an individual from within or outside of the University, but who would possess relevant skills and experience to serve in this role. Each of the members of this panel would be charged with reading the statements provided and rendering a recommendation for the grievant or for the University. The majority opinion rules. If the majority opinion is in support of the grievant, the remedy to the matter will be that the Senior Adjunct Faculty member will be assigned a course for the subsequent semester.

13.2.1.3. Should a Senior Adjunct faculty member not be offered a teaching assignment due to lack of availability of appropriate courses, she/he will be maintained on a roster of available adjuncts for three years and recalled in order of years of service as a Senior Adjunct faculty to teach an appropriate course(s). If the Senior Adjunct Faculty member believes there is an

appropriate course(s) and s/he and the department chair are unable to resolve this matter, the faculty member may bring the matter to the Dean for review and resolution. If the Senior Adjunct Faculty member does not agree with the decision of the Dean, s/he may request a review of the matter in accordance with the established procedure above (13.2.1.2).

13.2.1.4. The Union shall be provided the updated recall list each semester per Article II. The Adjunct Faculty on the recall list shall be responsible for notifying the Department, in accordance with established procedure, that he/she wishes to remain on the recall list and for updating his/her contact information each semester.

13.2.1.5. Subject to the Grand parenting language below (13.3), Senior Adjunct Faculty who had taught at least one course every semester (fall and spring) for three years as an adjunct and who maintained overall ratings above proficient as described above (13.1.1.1.1), shall be offered one year appointments. The one year appointments shall at least maintain the pattern and number of courses that he/she had taught over the past three years. The Senior Adjunct Faculty may choose to accept all or some of the courses offered. In this initial year, or if in subsequent years, the University does not offer reappointments, the Senior Adjunct Faculty member shall be provided with an explanation for the non-reappointment, which could include such circumstances as the Senior Adjunct Faculty member not maintaining above proficient ratings, the University's hiring of full-time faculty to teach the course(s), a curriculum change, course enrollment, or other circumstances which determine courses to be taught. The Department shall notify the Senior Adjunct Faculty of the courses being offered him/her no later than June 1 for Fall Courses and no later than December 1 for Spring Courses.

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

13.3. Grand Parenting Clause

13.3.1. Any and all adjunct faculty who were on the payroll Spring 2012 up to and including the date this agreement is executed, shall be placed in the appropriate job title in accordance with the provisions of this Article 13 and shall be compensated accordingly. All prior service of the eligible bargaining unit member at UML shall

be counted in determining each member's job title. Any bargaining unit members as described in this paragraph, who are not assigned at least one course at the time of execution, may request to be placed on a recall list, in accordance with established procedure, in order of seniority in accordance with this Article 13 of this Agreement.

13.3.2. Any and all adjunct faculty who were employed as such for the Spring 2011 semester and who are subsequently rehired within two years of the execution of this agreement shall be placed in the appropriate job title in accordance with the provisions of this Article 13 and shall be compensated accordingly. All prior service of the eligible bargaining unit member at UML shall be counted in determining each member's job title.

13.3.3. Any and all adjunct faculty who were employed as such for the Spring 2010 semester and who are subsequently rehired within one year of the execution of this agreement shall be placed in the appropriate job title in accordance with the provisions of this Article 13 and shall be compensated accordingly. All prior service of the eligible bargaining unit member at UML shall be counted in determining each member's job title.

14. ARTICLE 14: EVALUATION

UMass Lowell Common Student Evaluation Form for Adjunct Faculty

- 1. The course instructor clearly outlined course learning objectives, requirements, grading criteria and student responsibilities.* *Disagree 1 2 3 4 5*
Agree
- 2. Evaluation of my performance was fair and objective* *Disagree 1 2 3 4 5 Agree*
- 3. Instruction in this class contributed to my learning.* *Disagree 1 2 3 4 5*
Agree
- 4. The instructor provided clear explanations of course material.* *Disagree 1 2 3 4 5 Agree*
- 5. The instructor provided helpful feedback to exams, quizzes, and assignments.* *Disagree 1 2 3 4 5 Agree*
- 6. The instructor was enthusiastic.* *Disagree 1 2 3 4 5 Agree*
- 7. The instructor was interested in my learning and understanding of the course material.* *Disagree 1 2 3 4 5*
Agree

8. Based on my experience in this course, I would recommend this instructor to a fellow student.

Disagree 1 2 3 4 5 Agree

For purposes of implementing provisions in Article 13, Faculty Structure, the following shall apply:

5=Outstanding; 4=Highly Proficient; 3=Proficient; 2=Needs Improvement; 1=Unsatisfactory.

PLEASE ADD ANY ADDITIONAL COMMENTS YOU MAY WISH TO MAKE ABOUT THE INSTRUCTOR:

14.1 Evaluation

14.1.1 The intent of Faculty evaluation is to support excellence in teaching through a constructive process. It may include student evaluations, self-evaluation, classroom observation, and departmental assessment. Artifacts may be included in support of the various elements of the evaluation process, including:

- 14.1.1.1 Presentational Effectiveness
- 14.1.1.2 Instructor-Student Interactions
- 14.1.1.3 Instructional Materials and Content

14.1.2 Evaluation Components:

14.1.2.1 Student Evaluation: In the semester following the execution of this agreement, all faculty shall be evaluated using the common University-wide student evaluation instrument for Adjunct Faculty, as described herein for all classes taught. The student evaluations will start the constructive process of evaluating excellence in teaching.

14.1.2.1.1 The Student Evaluation Instrument. This instrument will consist of two parts:

14.1.2.1.1.1 A common, University-wide instrument for adjunct faculty, which is attached to this collective bargaining agreement. Any changes to this instrument must be negotiated with the adjunct faculty union.

14.1.2.1.1.2 An optional department specific instrument may be developed by a Department committee comprised of management and the union.

- 14.1.2.1.2 Prior to use of the student evaluation, Adjunct Faculty will be provided with the student evaluation instrument being used.
- 14.1.2.1.3 A summary of the Student Evaluations will be provided to all faculty. The completed student evaluations will be maintained in the Faculty member's personnel file and will be made available to the Faculty member for one semester following the completion of the course.

14.1.2.2 Classroom Observation:

- 14.1.2.2.1 The parties agree that the introduction of a comprehensive evaluation process which includes In-Class observations for all faculty members in the unit is desired but will require a roll out over time. At a mutually agreed upon time within one year following the execution of this agreement, the parties shall convene an evaluation committee to develop a comprehensive evaluation process for Adjunct Faculty to be implemented in the third year of this agreement.
- 14.1.2.2.2 Adjunct and Senior Adjunct Faculty will be informed at least one week in advance of the observation.
- 14.1.2.2.3 Classroom Observations shall occur at least once in the initial two years of this agreement (or in the initial two years following the hiring of an Adjunct faculty).
- 14.1.2.2.4 Except as may be provided in Article 13 Par. 13.1.1.1.2, Remediation, The Dean, or designee, shall prepare a written report for the faculty which will include recommendations for improvement, as warranted, and the time frame for completion.
- 14.1.2.2.5 The Faculty member will sign the assessment and has the right to submit a written rebuttal to the Department Chair or designee within three (3) weeks of a Faculty member's receipt of the report. This rebuttal will be maintained in the Faculty's personnel file.

14.1.3 In the initial two years of this agreement any Department which can demonstrate that it has had a clear and regular practice of and procedure for evaluating adjunct faculty that goes beyond student evaluations may continue to use its regular evaluation process.

14.1.4 Individuals designated by the dean to conduct such evaluations and who will be conducting evaluations in the future in accordance with the agreed upon procedure developed by the Evaluation Committee, shall be required to participate in a training program. Representatives of the Adjunct Faculty Union shall participate in such a training program. Adjunct

Faculty and Senior Adjunct Faculty members shall be given a copy of the evaluation instruments at the beginning of the semester in which evaluations shall occur.

14.1.5 Departmental Assessment: The Departmental Assessment is a comprehensive evaluation of the Faculty member's performance based on the following: student evaluation, classroom observation, self-evaluation, and the fulfillment of his/her responsibilities as outlined in the Faculty Rights and Responsibilities article (Article 9).

14.1.5.1 Artifacts may be included in support of the Departmental Assessment.

14.1.5.1.1 For Senior Adjunct Faculty, during the departmental assessments, if any teaching issues or problems are cited by the Dean or designee he or she will include in that assessment, a written list and explanation of the above.

14.1.5.1.2 The Senior Adjunct faculty member has the right to respond in writing to the Dean or designee's assessment of issues. The Dean or designee and Senior Adjunct Faculty member will then develop in writing a remedial course of action to address and improve upon any problem areas. This course of action may include on-going advice from the Dean or designee, mentoring, utilization of the services of the Faculty Development Center, or any other appropriate, mutually agreed upon measures.

14.1.5.1.3 Both the Dean or designee and the Faculty member shall receive and retain copies of all documents developed in the above process in the Faculty Member's personnel file.

14.2 Evaluation Committee - In the first year of this agreement, there shall be established a committee comprised of Adjunct Faculty and Management whose charge it shall be to develop and recommend the processes and, where necessary, forms to be utilized in the Evaluation Process as noted above.

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 initiate a professional development program:

- 15.1.1 Effective the first semester following the ratification of this agreement the University shall establish an Adjunct Faculty Professional Development Grants Fund to support the enhancement of teaching skills, abilities and techniques. The amount of twenty-five thousand dollars (\$25,000.00) shall be designated for the Fund each academic year, to be administered by the Provost's office. At the end of each academic year, unused funds shall be rolled over and added to the subsequent year's funds.
- 15.1.2 The process for eligibility and selection of grants and the means by which this will be communicated to the members will be developed by Labor Management Committee in the 1st semester of this contract.

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.
- 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:

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. In the event an individual Faculty member and the University settle a dispute without the written and express agreement of the Union, it will not create a precedent for the interpretation or application of this Agreement. If the dispute/grievance is not adjusted satisfactorily within ten (10) working days thereafter, 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 ten (10) *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 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, Office of the Provost and Office of the General Counsel.

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. The Provost or designee is not precluded from inviting other Employer 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 Office of the General Counsel.

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 against 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.

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 shall be defined as appropriate shared space. Offices shall be equipped with phones, computers and locked storage for each Faculty, and access to a printer and wireless internet access. The University shall provide, within 45 days of the execution of this agreement, the location and size of such space.

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 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; if not used, not carried forward.

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, 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.

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.

23 ARTICLE 23: COMPENSATION

23.1 Retroactive to the Spring term 2012, 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 All Adjunct Faculty, including those teaching in the Division of Corporate and Continuing Education, shall be eligible to receive a minimum salary rate of \$4000 per three credit course taught per semester.

23.1.2 These minimum noted in (1) above will be adjusted as follows:

23.1.2.1 Minimum salary rate for Adjunct Faculty teaching courses in the Sciences, Engineering, Physical Therapy, Mathematics and Clinical Lab Science will be \$4500;

23.1.2.2 Minimum salary rate for Adjunct Faculty teaching courses in the disciplines of Management and Nursing will be \$5000.

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.

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 Adjunct Faculty shall receive an across-the-board percentage increase in the amount of 1.75% on July 1, 2012, 1.75% January 1, 2013, 1.75% July, 2013, 1.75% and January 2014.

23.1.8 Effective July 1, 2014, Adjunct Faculty shall receive an across-the-board percentage increase in wages equivalent to the same percentage increase in wages that is approved for other University employees.

23.1.9 The parties agree that the rate for developing a course 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 Adjunct Faculty who teach applied music instructions shall have a base rate of \$57.00/hour. This rate will be adjusted on the same percentage increase as is outlined in 23.1.5, 23.1.7 and 23.1.8 above.

23.3.2 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.

23.3.3 Individual incumbent adjunct faculty who are currently receiving a higher rate than \$57.00/hour shall maintain such higher rate plus the same percentage increases as outlined in sections 23.1.5, 23.1.7 and 23.1.8 and shall be entitled to the increase provided for in Paragraph 23.3.2, above.

23.4 Other General Matters

23.4.1 Except as noted above in paragraph 23.2, the University will attempt to provide confirmation of an Adjunct Faculty member's contract provisions, and/or cancellation of such, with at least 14 days of notice in advance of the beginning of classes for that semester.

23.4.2 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 The University will contribute to a health and welfare trust fund governed by a Board of Trustees composed of an equal number of trustees selected by the Union and trustees selected by Management. Funds accumulated may be applied as a subsidy toward the cost of health insurance premiums for employees who carry health

insurance privately and who pay the full premium for this insurance (i.e., the cost is not subsidized) and who demonstrate through an affidavit that they do not have access to an employer-sponsored health insurance plan. The Trustees shall be authorized to determine parameters for eligibility and to explore a Health Reimbursement Account as a mechanism for distribution of the funds and to determine the rules for reimbursement using said funds in this Health and Welfare Fund. The Health and Welfare fund shall be funded according to the following schedule:

- a. July 1, 2012 \$300,000
- b. July 1, 2013 \$375,000
- c. July 1, 2014 \$450,000

Funds not used in each year shall roll over and be added to the funds committed to the subsequent year and the Trustees shall reevaluate the eligibility requirements. The Trustees shall meet within 30 days of the execution of this agreement to establish the process for distribution of funds to employees.

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 of \$80 per year/52 weeks, which is equivalent to a payroll deduction of \$3.08 bi-weekly for each payroll period during which they receive compensation.

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 be responsible for furnishing the Faculty member, on a timely basis, all paperwork necessary for his/her submission. The precise payday shall be the same day set for others in the University who are similarly situated.

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.

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.

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.

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: TERM OF AGREEMENT AND RENEWAL OF AGREEMENT

This Agreement shall be in full force and effect from the date of execution to and including June 30, 2015, 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 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 June, 2012.

For the Board of Trustees of
University of Massachusetts Lowell

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

President UAW Local 1596

UAW International Representative

SIDE LETTER AGREEMENT

During negotiations, the parties reached agreement for the life of this contract on a plan to provide a Health and Welfare fund to support a goal of unit members having reasonable access to health insurance. There was much discussion on members accessing health and retirement benefits through the State Board of Retirement and The Group Insurance Commission. In the final analysis it was agreed that there were multiple reasons why this could not be realized during the term of this contract.

The University and the Union agree that should either side wish to continue discussions on this matter that the Labor/Management Committee shall serve as an appropriate venue to hold such discussions.

For the Board of Trustees of
University of Massachusetts Lowell

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

President, UAW Local 1596

