

## MEMORANDUM OF AGREEMENT

This **MEMORANDUM OF AGREEMENT** is entered into by and between the Massachusetts Society of Professors / Lowell, MTA/NEA (“MSP”) and the Board of Trustees of the University of Massachusetts Lowell (“UML”).

**WHEREAS**, the MSP and UML desire to establish a short-term agreement in the face of the public health crisis caused by the COVID-19 pandemic; and

**WHEREAS**, the MSP and the UML leadership are working collaboratively to identify temporary solutions to the fiscal challenges presented by COVID-19 that are as least disruptive to the delivery of the quality educational experience that we provide our students and the research and scholarship of our renowned faculty; and

**WHEREAS**, the MSP and UML senior administration jointly commit to certain financial concessions for FY 21 resulting from the public health crisis and resulting financial impact to the university caused by the COVID-19 pandemic;

**NOW, THEREFORE**, in consideration of mutual covenants and promises and subject to the ratification of the respective parties, it is agreed as follows:

1. **Contract Term.** Except as modified herein, all articles of the MSP / UML collective bargaining agreement for the period July 1, 2017 through June 30, 2020 shall continue in full force and effect through June 30, 2021.
2. Should a successor Agreement not be executed by June 30, 2021, the full contract shall remain in full force and effect until a successor Agreement is executed or an impasse is reached.
3. Each MSP unit member, exclusive of externally funded research faculty referred to in Appendix A-15 of the collective bargaining agreement, shall select one of the following three options. Selection shall be made by no later than seven (7) days following ratification, but no later than July 31, 2020. With the approval of the Department Chair and Human Resources, an MSP unit member may request to change their selection and take the furlough or payment to the Emergency Fund no later than November 15, 2020.
  - i. **Option 1: Furlough.** Each MSP unit member will take a five (5) working day furlough prior to the Spring 2021 semester. The total value of the furlough shall be calculated as 1/38.7<sup>th</sup> of one’s individual base annual salary for the FY 21 academic year exclusive of any stipends or other compensation earned. A five (5) day furlough for faculty members employed over the academic year equates to a 2.6% decrease in base rate pay compensation. A five (5) day furlough for unit members employed on a twelve-month basis equates to a 1.9% decrease in base rate pay compensation. The furlough shall be taken during a period that does not infringe on the faculty member’s ability to

perform teaching duties. Unit members choosing this option shall retain their benefits and may still participate in Winter Session teaching if desired. The furlough may be taken in a week long increment, or on intermittent days and the MSP unit member shall inform his/her Department Chair and College Dean when he/she will be taking the furlough day(s). NOTE: Faculty who elect this option cannot use other University funds to compensate themselves while on furlough.

- ii. **Option 2: One Additional Course** Teach the equivalent of one additional course (equivalent of a 3-credit course as part of their in-load teaching workload in FY 2021, in consultation with and agreed upon by the department chair and dean to identify an appropriate course, inclusive of GPS (includes FY21 GPS for Fall, Winter, Spring and Summer). Furthermore, for those electing to teach the additional course in the spring, the enrollment in that additional course will not exceed 125% of the enrollment cap the last time the course was offered (pre-pandemic). Faculty with concerns about their identified additional course assignment may consult with the Vice Provost for Academic Affairs.
- iii. **Option 3:** Make a donation, in amount equivalent to at least five furlough days as defined in sub-paragraph (3i) above, to the UML Emergency Fund following the execution of this agreement. No university funds may be used in making the donation.

All Faculty members shall not have their rating of research-active, research-productive or research-intensive adversely impacted for FY22.

This agreement shall not create precedent, shall not be used by either party as evidence of practice in any forum and shall sunset June 30, 2021.

- 4. **Professional Development Funds.** During the 2020-2021 academic year only, the Professional Development Funds referenced in Article XIX Salary and Other Financial Benefits, Section E shall be used by the University for the purchase of technology and/or software and/or other equipment that is relevant and reasonably necessary for a faculty member to perform his/her responsibilities. UML affirms its obligation to provide faculty members with the equipment needed to perform their responsibilities and shall not deny reasonable requests for said purchases. UML shall provide the MSP Executive Board with a written documentation of expenses paid to date for the purchase of technology and/or software and/or other equipment referenced above by January 15, 2021 and by May 31, 2021. This one-time agreement does not obviate UML's other professional development contractual obligations including, but not limited to, the obligations set forth in Article XX Supplemental Benefits, Section K.

This agreement shall not create precedent, shall not be used by either party as evidence of practice in any forum and shall sunset June 30, 2021.

5. **Overload** All overload day school courses (i.e. courses taught in the Fall and Spring academic semesters) shall be paid at the corresponding senior adjunct faculty rate.

FAHSS, Education, Public Health	\$6,211.70
Sciences, ENG, PTK & Biomed/Nutrition	\$6,862.04
Business & Nursing	\$7,568.93

All GPS courses (courses taught in the FY 21 academic year; i.e., Fall and Spring and semesters) shall be paid at the rate halfway between the corresponding senior adjunct faculty rates listed above and the current rate paid to paid faculty members. NOTE: halfway rate adjusted accordingly for 4-credit courses.

This agreement shall not create precedent, shall not be used by either party as evidence of practice in any forum and shall sunset at the end of the FY 2021 academic semester.

6. **Base rate increases.** There shall be no base rate increases during the FY 21 year. The parties agree that this does not impact other contractual salary increases, including but not limited to, promotional increases.
7. **Health and Safety.** Representatives from university leadership will meet regularly with representatives from MSP leadership to discuss issues of health and safety to ensure a safe return to campus.
8. **COVID-19 Health and Safety Protections for Vulnerable Faculty Members**

The parties agree that any faculty member who falls into a CDC category of high risk, or who is 60 years or older; or lives with or is designated as an essential caregiver for a member of his/her family who falls into a CDC category of high risk or who is 60 years or older; or who has clinical responsibilities as part of their faculty duties and/or who has disclosed and received approval for employment as an essential healthcare worker outside of their faculty duties, where such employment could reasonably contribute to COVID presence on campus (e.g. nurses in patient-facing roles) shall have the option to teach his/her courses remotely.

The faculty member shall inform the University no later than July 31, 2020 of his/her health and safety need to teach remotely for initial Fall 2020 course assignments. No faculty member shall have his/her course load reduced or compensation reduced as a result of his/her health and safety needs to teach remotely.

9. **Job Security Agreement.** During academic year 2020/2021, the University shall not layoff any bargaining unit member, including but not limited to, bargaining

unit members who have already received a letter of reappointment for the 2020/2021 academic year.

**10. Article XIII Retrenchment, Section C.1**

Effective June 30, 2021, revise the Order of Retrenchment as follows:

- a. Part-time faculty.
- b. Non-tenured track full-time faculty with fewer than six continuous years of service.
- c. Non-tenured full-time faculty.
- d. Non-tenured track full-time faculty with six or more years of continuous service.
- e. Tenured full-time faculty.

**11. Student Evaluations.**

During the period covered by this MOA, the Student Evaluation language in Article IX, Section C.2(a) shall be amended as follows.

Formal student evaluations conducted by administration shall be suspended for the life of this agreement or until such time as the University is fully back on campus, whichever is earlier. However, faculty members shall send out their own student evaluations at the end of the semester.

**12. Faculty Summer Work without additional compensation / Course Delivery for FY21.**

Faculty members shall work during the summer without compensation for the purpose of preparing to deliver their courses in a Virtual Classroom. Faculty members have been informed if their course will be offered face-to-face only; through a hybrid face-to-face and virtual synchronous format; or online exclusively. In face-to-face courses with a hands-on component, instructors will follow normal protocols with no mandatory concurrent alternative on-line or virtual curricula and no separate synchronous activities. While the parties acknowledge that certain activities cannot be offered virtually, remote students may have access to alternative activities to meet the outcomes of the course. In any instance in which a student's qualifying disability requires on-line or virtual curricula, the University will comply with its legal obligations and support faculty members to provide reasonable accommodations.

For virtual or hybrid only courses, the Parties agree that any faculty member's creation of these courses shall be considered Exempted Scholarly Works under the Policy on Intellectual Property set forth in Appendix A-4. The content and materials shall not be subject to the exceptions or exclusions of the Policy, such as those set forth in Section III.B, nor shall the faculty member be required to license

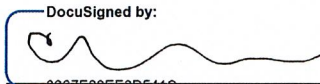
such content and materials to the University, without specific agreement among the faculty member, the University, and the Union.

This agreement shall not create precedent and shall not be used by either party as evidence of practice in any forum.

13. **Voluntary Separation Incentive Program (“VSIP”)** The University will offer a VSIP as set forth below (This VSIP is not available to employees who have notified the university prior to the execution of this agreement of their intent to retire or otherwise separate employment with the university before Fall 2020 term):
- A. A one-time payment to the Employee as follows:
    - 1. \$5,000 for 5 to 9 years of service with the University
    - 2. \$10,000 for 10 to 14 years with the University
    - 3. \$15,000 for 15 to 19 years with the University
    - 4. \$20,000 for 20 or more years with the University
  - B. The University shall waive the contractual 12-month notice period for the 20% sick leave payout for employees who notify the University of their intent to retire.
  - C. Employees must elect to participate in the Program by August 15, 2020. The separation date must be prior to August 31, 2020.
  - D. The Department of Unemployment Assistance determines unemployment benefits. The University will provide all VSIP employees with information on how to apply for unemployment benefits.
  - E. Prior to the separation date, participants shall execute a Waiver of Claims as consideration for the payments listed above. Payments shall be made on the pay date of the first full pay period following the applicable revocation period set forth in the Waiver of Claims.
14. **Budget Review** The University and the MSP shall meet no later than November 1, 2020 to review the University’s budget/fiscal condition. The University shall provide to MSP in advance of the session metrics including, but not limited to enrollment, room and board, state appropriations, reduction in event revenue, increase in federal aid and any other relevant information that MSP requests to review. This provision in no way limits the MSP’s right to request and receive information and / or review information under G.L. c. 150E. Absent mutual agreement by the parties to further reduce compensation or to reimburse faculty members for financial concessions incurred, no changes to compensation shall be made.

WHEREFORE, the UML and MSP have caused this MEMORANDUM OF AGREEMENT to be executed by their duly-authorized representatives this 14th day of August, 2020. The MOA is subject to ratification by both parties.

For MSP/MTA/NEA:

DocuSigned by:  
  
0087E23EE3B541C...  
Carol C. McDonough, President

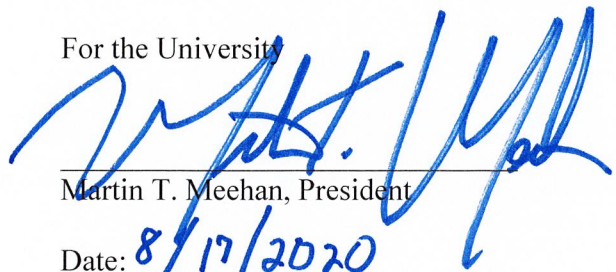
Date: 8/14/2020 | 4:38:22 PM EDT

For UML:

DocuSigned by:  
  
4C81F98D235347C...  
Joseph C. Hartman, Provost

Date: 8/14/2020 | 4:59:44 PM EDT

For the University

  
Martin T. Meehan, President  
Date: 8/17/2020

DocuSigned by:  
  
529C8F9F3290480...  
John Dunlap, CHRO

Date: 8/16/2020 | 11:54:27 AM EDT