

**Memorandum of Agreement  
Successor Collective Bargaining Agreement  
University of Massachusetts Lowell and the Massachusetts Society of Professors/Lowell, MTA**

This agreement is between the University of Massachusetts Lowell (hereinafter “University”) and the Massachusetts Society of Professors/Lowell, MTA (hereinafter “Union”), collectively the “parties” and contains the following terms and conditions:

The parties have reached agreement on the terms of a successor collective bargaining agreement to their contract covering the period of July 1, 2017 through June 30, 2020. This agreement covers the term July 1, 2020 through June 30, 2023. The parties will as promptly as feasible incorporate the agreements listed in this memorandum into a complete agreement. This memorandum lists those revisions made for the July 1, 2020 through June 2023 agreement otherwise the successor agreement shall carry forward the terms and conditions laid out in the prior agreement. The parties have agreed to the following changes:

**Article XIX. Salary and Other Financial Benefits**

- *Amend Article XIX Section A with the following:*

**A) Salary Adjustments:**

1. Effective the start of the first full pay period in July 2020 (i.e., July 5, 2020) members of the bargaining unit who meet the eligibility criteria for satisfactory performance shall receive a base salary increase of two percent (2.0%)

In addition to the base salary increase above, the parties understand and agree that members of the bargaining unit shall receive an additional one-half of one percent (.5%), for a total of two and one-half percent (2.5%), effective the start of the first full pay period of July 2020 as confirmation and agreement that the parties fulfilled any and all bargaining obligations pursuant to M.G.L. c.150E, over the implementation of contribution rates contained in M.G.L. c.175M, §6(e). In the event the Department of Family and Medical Leave establishes a PFML contribution rate for which the maximum allowable employee share exceeds 0.5 percent, upon request by the Union, the parties shall bargain over the impact of that contribution rate (the parties recognize the current employee contribution rate is .378).

2. Effective the start of the first full pay period in July 2021 (i.e., July 4, 2021), members of the bargaining unit who meet the eligibility criteria for satisfactory performance shall receive a base salary increase of two percent (2%).

3. Effective the start of the first full pay period in July 2022 (i.e., July 3, 2022), members of the bargaining unit who meet the eligibility criteria for satisfactory performance shall receive a base salary increase of two percent (2%).

**Merit Pay**

Merit pay is suspended for the duration of this contract.

## **One Time Additional Payment**

In consideration for the disruption brought about by COVID-19 and as a recognition for the cooperation demonstrated by members of the bargaining unit, employees shall receive a one-time payment equivalent to one and one-half percent (1.5%) of their base salary rate (minimum payment amount of \$1,000) calculated after the implementation of FY21 and FY22 salary adjustments (if applicable) and prior to any subsequent adjustments.

In order to receive this one-time payment, a member of the bargaining unit must be on the payroll, including any authorized leave of absence, on the date of execution of this Agreement. Members of the bargaining unit on the payroll for less than twelve (12) months from the date of execution of this Agreement shall receive this one-time payment at a prorated rate.

## **Article VII Criteria for Appointment, Promotion and Tenure (A)(1) General Provisions. Promotion of Academic Administrators.**

Other than the above, the processes specified in this article are the exclusive legal methods of appointing unit personnel or persons with the right to enter the unit and no person may be legally awarded tenure in the unit except under and in conformance with the criteria specified in this Article and the processes specified in the Article that follows it; and/or in settlement of a grievance explicitly sanctioned by the MSP; an academic administrator may apply for promotion in the department of their primary faculty appointment. All qualifications, eligibility criteria, and evaluation and evaluation processes contained in Articles VII and VIII shall apply. and no person may be promoted to a unit rank except while a member of the unit under the criteria and through the processes specified in the same two articles, and/or in settlement of a grievance explicitly sanctioned by the MSP. In special situations, an individual may be permitted to enter the unit through the transfer to the University of an appropriate position from another institution under the jurisdiction of the Board, but such transfers shall occur only after the Office of Academic Affairs has entered into written joint agreement with the MSP and under the specific terms of such agreement.

## **Article XIX. E.(1) Professional Development Reimbursement Grants.**

The current \$600 annual allocation for use in professional development by each tenure system faculty, clinical and teaching faculty member, and librarian for expenses, will be increased to \$700 effective FY22.

## **Article XX. Supplemental Benefits. Section B(5) Parental Postponement of TDY.**

Modify as outlined below:

Parental or FMLA Postponement Extensions of TDY

A faculty member ~~may receive a tenure delay~~ Tenure Decision Year (TDY) extension of one year per parental leave for up to two parental leaves. Furthermore, for reasons consistent with those outlined in the Family Medical Leave Act, the faculty member receives a TDY extension of one year per FMLA year for up to two FMLA leaves.

TDY extensions due to parental and/or FMLA leaves are additive for up to a maximum of two leaves.

~~A faculty member may request, at their option, an early tenure determination by notifying their department chair before their TDY, according to the schedule in Table III, Article IX. Should a faculty member not wish the tenure delay, they have up to a year from their return to campus to opt out of the delay.~~

~~A non-tenured faculty member who, due to reasons consistent with those outlined in the Family Medical Leave Act, may, at their discretion, delay, for one year their tenure decision date. A faculty member choosing to exercise this option shall notify their department chair, in writing, no later than one semester following the return from such leave.~~

**Article XVI. D(2). Freshman Composition Courses.**

Delete this paragraph that begins “Because the teaching of freshman English Composition constitutes a special University responsibility, ...”

**Article II. A(1)(b) Assistant Teaching Professor, Associate Teaching Professor, and Teaching Professor.**

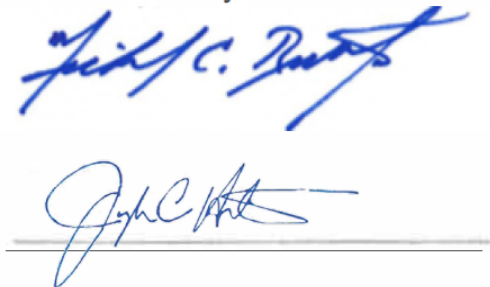
Delete second paragraph which begins “Effective July 5, 2011, up to 10 of the available non-tenure track Assistant, Associate, or Teaching Professor positions...”

**Joint Labor/Management Committees**

1. Activate existing Graduate Coordinator Committee as outlined in CBA (Appendix A-16).
2. Activate existing OCE (GPS) Committee as outlined in CBA (Article XVI, B(4)(b) Continuing Education Advisory Committee.
3. Article XVI Part II.C. Office of Research Administration.
4. Employer’s Obligation to Provide Information.
5. Evaluation of Faculty and Librarians – (C)(4) Review for Personnel Action. P. 58. Including P&T Schedule and Schedule of Faculty Evaluations. P. 59.
6. Review existing process for merit (process to commence spring 2023) to include the inclusion of teaching and clinical faculty in the DPC (See, Article IX. Evaluation of Faculty and Librarians: C (3) Merit Evaluation of Eligible Unit Members).
7. Committee to review Tenure and Promotion Procedure. Article VIII, along with revised schedule.

Executed this 1<sup>st</sup> day of November 2021

For the University:



For the Union:

