

**Memorandum of Agreement
Successor Collective Bargaining Agreement
University of Massachusetts Lowell and the Union of Adjunct Faculty of the United
Automobile, Aerospace, and Agricultural Implement**

This Memorandum of Agreement is by and between the University of Massachusetts Lowell (“University”) and the Union of Adjunct Faculty of the United Automobile, Aerospace, and Agricultural Implement Workers of America (“Union”), collectively the “Parties,” and contains the Parties’ agreement for a Collective Bargaining Agreement covering the period of July 1, 2024 through June 30, 2027, to succeed the Parties’ Collective Bargaining Agreement covering the period January 1, 2023 through June 30, 2024.

1. ARTICLE 3: UNION SECURITY AND CHECKOFF

- *Modify Article 3 in the following manner:*

- 3.1 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.
- 3.2 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.
- 3.3 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.
- 3.4 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.

2. ARTICLE 2 – BARGAINING UNIT INFORMATION

- *Modify Article 2 in the following manner:*

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

Name
Employee ID
Age
Gender Identity
Home Address
Home telephone number (if provided to University)
E-mail address
Personal email address (if provided to University)
Title
College
Department
Department ID
Effective Date
Planned Exit
Compensation Rate
Compensation (pursuant to the collective bargaining agreement)
Total Amount
Org Relation
Job Code
Degree Code
Birthdate
Org hire date
Rehire date
Job Title

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

Name
Age
Gender Identity
Employee ID
Home Address
Home telephone number
E-mail address

Title
Department
Job Code
Birthdate
Term of Appointment
Compensation

Courses and course credits

3. ARTICLE 10: ACADEMIC FREEDOM

- *Modify article 10 in Section 2 in the following manner:*

10.2 Faculty members are entitled to full academic freedom in research and in publication of its results in compliance with institutional research policies.

4. ARTICLE 11: FACULTY PARTICIPATION

- *Modify Article 11 to read as follows:*

11.1 In each Department, Adjunct Faculty may elect one or two Adjunct Faculty representatives depending on the department size. The electoral process shall be determined by the department adjunct faculty, in consultation with the Union of Adjunct Faculty leadership. The department shall be notified of the designated representative(s). Adjunct Faculty representative(s) may participate in Department meetings in voice with no vote, except during discussions related to matters that only pertain to MSP personnel. Department Adjunct Faculty shall receive notice of Department agendas and meeting minutes for applicable portions of the meeting, to the extent that such information is provided to other members of the department.

5. ARTICLE 13: FACULTY STRUCTURE

- *Effective Academic Year 2026-2027, modify Article 13 to read as follows:*

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.

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

13.1.1.1.3. An Adjunct faculty member that has taught for four consecutive semesters that is not assigned courses due to situations outlined in 13.2.1.1.1 – 13.2.1.1.3, may notify the department in writing that they wish to be considered for future appointment. Such

Adjunct Faculty shall receive preference for one year to teach a course(s) taught in the department by the Adjunct Faculty member. The previous semesters' service will be counted towards seniority status.

13.1.1.1.5. Adjunct Faculty may teach up to five (5) three-credit courses or equivalent in a semester without an exception from their "home" Dean. There is no minimum course load for Adjunct Faculty.

13.1.1.1.6. The University shall endeavor to have all Adjunct Faculty who are teaching listed in SIS prior to the commencement of each academic semester.

13.1.2. Advancement

13.1.2.1. Senior Adjunct Faculty are critical to the success of the educational mission of the University. Therefore, Senior Adjunct Faculty merit a level of review for promotion as well as recognition for successful promotion.

An Adjunct Faculty member who has taught at the University (inclusive of continuing education) for four or more consecutive academic years at three courses an academic year (fall and spring) or five or more consecutive years at two courses a year is eligible to apply for promotion to Senior Adjunct rank. Senior Adjunct Faculty members shall retain this rank so long as there is no break in service for more than twelve (12) months unless otherwise provided for in this Agreement or extended by mutual agreement of the parties.

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

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

13.1.2.2. Criteria for Promotion to Senior Adjunct Faculty

Instructional effectiveness includes, but is not limited to, adherence to academic rules and regulations promulgated through established academic governance procedures by the Board of Trustees for the University, development, improvement and demonstration of subject-matter competence, continued improvement of methods and procedures of classroom presentation, special or uniquely valuable contributions to the development or implementation or teaching of needed courses in any college or division of the University, and the like.

The requirements for promotion are both specific and general. Each candidate for promotion shall be carefully evaluated to determine whether they meet the requirements, with the recognition that disciplinary and pedagogical differences exist.

13.1.2.3. Candidates who wish to be considered for promotion should submit a portfolio to the dean of the college by April 1 for review and appointment for the following academic year. The portfolio may include the following:

1. Teaching Philosophy Statement

- A reflective narrative (typically 1-2 pages) where the faculty member explains their approach to teaching, their educational values, and how these are applied in the classroom.
- This statement should outline beliefs about teaching and learning, goals for students, and strategies used to achieve these goals. The statement may reflect the faculty member's evolution over time to include areas of growth and changes in teaching style.

2. Course Materials

- Syllabi: Include a representative syllabi for each course taught. Syllabi should outline course objectives, learning outcomes, assessment methods, and course schedules. Where appropriate, faculty may demonstrate through their syllabi how classes have evolved over time.
- Candidates may also choose to include:
 - Assignments, Assessments, and/or evidence of student learning: Provide examples of major assignments, exams, projects, and rubrics used for grading.
 - Sample of Student Work: Examples of graded assignments with feedback, showing the instructor's approach to evaluation and student learning.

3. Student Feedback on Instruction (applicable for eligible courses):

The purpose of Student Feedback on Instruction is to inform faculty, department chairs, the dean of the college, and the Provost about the impressions students have concerning their classroom experience. This feedback is intended to be one of several tools that faculty and departments can use to promote and maintain quality instruction, and should not be the sole basis for any negative personnel action. Faculty may wish to include:

- Summarized Data: Present a summary of student feedback over the four years, including both quantitative data (e.g., average ratings) and qualitative comments. If applicable, include trends showing improvement or consistent high performance.
- Reflective Analysis: Reflect on the feedback received from students and describe how it has influenced teaching practices.

4. Observations and Recommendations

- Candidates are encouraged to solicit and present observations and feedback from supervisors (including Department Chairs, Deans, or designees) and colleagues (including current senior adjunct faculty and full-time faculty). Observations should highlight strengths and provide constructive feedback.
- Candidates may also include letters from department chairs, colleagues, supervisors, or students that speak to the faculty member's teaching effectiveness, collegiality, and other contributions.

5. Professional Development and Recognition (if applicable)

- Candidates may include examples of the following: Workshops and Certifications: Document participation in professional development activities, such as workshops on teaching methods, educational technology, etc. While adjunct faculty are not expected to participate in such workshops, they can be presented as part of a faculty member's portfolio.
- Teaching Innovations: Provide evidence of any new teaching methods or technologies introduced in the classroom, along with an explanation of their impact on student learning.
- Include any teaching recognitions or mini-grants awarded.

6. Future Teaching Goals

- Goals for Growth: Conclude the portfolio with a section on future teaching goals, describing areas for further development and how the faculty member plans to continue improving their teaching practice.

As applicable by discipline, faculty must maintain expertise and credentials as required by university, college, and program accreditation.

The dean shall respond to the candidate's application for promotion no later than July 1.

A negative promotion decision can be appealed through a review committee, which will include a representative from the Provost's Office, a representative from the Dean's Office, and a representative from the Adjunct Union. However, any promotional decisions under this article shall not be subject to the grievance and arbitration procedure provided for in Article 18 of this agreement.

Candidates who are not recommended for promotion are eligible to apply in subsequent years.

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, they shall receive an increase in remuneration and good faith consideration for reappointment to a

subsequent semester. Appointments shall be made in order of seniority. Seniority commences with the first academic semester in which the Adjunct Faculty member has been appointed as a Senior Adjunct Faculty member. If two Senior Adjunct Faculty members have the same seniority, the volume of three-credit courses, or its equivalent, taught as a Senior Adjunct Faculty member for the relevant department during an academic year shall be considered the tie breaker. The university will provide departments with an annual list of senior adjunct faculty members, ordered by the semester in which they attained senior status. The Department shall notify the Senior Adjunct Faculty of the courses being offered as soon as possible. Good faith consideration for reappointment means that a Senior Adjunct Faculty member shall receive reappointment subject to the following:

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

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

13.2.1.1.3. A reduction in the number of courses or sections offered in a semester or the cancellation of a course or section due to under-enrollment or for programmatic reasons, as determined by the University in its discretion, except that the cancellation of a course in a semester shall not impact the Faculty member's other assignment(s).

Senior Adjunct Faculty members shall be provided with an explanation of non-reappointment. The Senior Adjunct Faculty member shall have the right to be present and have considered mitigating factors, prior to the University taking any action.

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

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

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

13.2.1.5. If the University cancels a Senior Adjunct Faculty member's course within two weeks of the start of classes (excluding continuing education), and the University does not offer the Adjunct Faculty member another course that the Senior Adjunct Faculty member

is qualified to teach, resulting in the Senior Adjunct Faculty member not teaching that course for that semester, then the Senior Adjunct Faculty member shall receive a cancellation fee of 10% of the base rate to teach the course. Cancellation fees shall be limited to two courses per semester. This section does not apply to courses that are offered pursuant to the proposal of an Adjunct Faculty member.

13.2.1.6. Emeritus faculty, and its equivalent status for retired full-time teaching and clinical faculty, who continue teaching at the university upon retirement shall be considered to have Senior Adjunct Faculty status. Retired or separated full-time faculty and staff who continue teaching at the university upon their separation shall only become eligible for Senior Adjunct Faculty status after they have taught the volume of courses identified in 13.1.2.1 upon their separation.

6. ARTICLE 14: EVALUATION AND OBSERVATION

- *Effective Academic Year 2026-2027, modify Article 14 to read as follows:*

14.1. Student Feedback on Instruction:

The purpose of student feedback is to inform faculty, department chairs, the dean of the college, and the Provost about the impressions students have concerning their classroom experience. It is understood that student feedback should be viewed as one means by which faculty and departments may promote and maintain quality instruction and shall not be used as the sole purpose to support any negative personnel action.

14.1.1. The university shall administer a student feedback instrument using the university-approved instrument attached hereto as Appendix A, or B. Any changes to these instruments, other than those related to format, must be negotiated with the Adjunct Faculty Union before being implemented by the University.

14.1.2. An optional department specific student feedback instrument, as a supplement to the university-wide student instrument, may be developed by a Department committee comprised of a management representative and a union representative. For senior adjunct faculty, the feedback will be conducted in a single section of each type of course taught per semester. At the faculty member's option, student feedback may be conducted in additional sections or courses.

14.1.3. Within 30 calendar days following the university grade submission deadline, a summary of student feedback will be provided to all Adjunct Faculty.

14.2. Classroom Observations:

University Initiated Observations: Should the University initiate a classroom observation of Adjunct Faculty, the University shall inform the Adjunct faculty member at least one week in advance of such observation. Such notice shall include the purpose of the observation and provide the adjunct faculty member the opportunity to meet with the chair or dean prior to the observation, unless exigent circumstances exist. The observer shall use the approved

observation form (attached as Appendix C). Following any university-initiated classroom observation, the Dean or designee shall prepare for the Adjunct Faculty member, a written report of such observation including any recommendations for improvement, as warranted, and the time frame for completion. Any suggestions for improvement shall be specific, measurable and tangible. The Faculty member will be provided a copy of the assessment and have the right to submit a written rebuttal to the Dean or his/her designee within three (3) weeks of a Faculty member's receipt of the report. This rebuttal will be maintained in the Adjunct Faculty member's personnel file. This section applies only to university-initiated feedback.

7. ARTICLE 15: PROFESSIONAL DEVELOPMENT

- *Modify Article 15 in Section 15.1.2 in the following manner:*

15.1.2 Adjunct Faculty members shall be eligible to participate in any pedagogical professional development opportunities provided by the University. The process for eligibility and selection is set forth in Appendix D of this Agreement and may be amended by the Labor Management Committee.

8. ARTICLE 19: ACCESS TO SERVICES AND FACILITIES

- *Modify Article 19 in Section 19.1 as follows:*

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 audio and video capabilities via Microsoft Teams or equivalent third party, appropriate office space, access to meeting rooms and lounges consistent with that provided other university employees; use of the library, computer, software, 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.

9. ARTICLE 20: UNPAID AND PAID LEAVES OF ABSENCE

- *Modify Article 20 in Section 20.1.4 in the following manner:*

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. Such leave shall be requested through the Office of Human Resources.

10. ARTICLE 23: COMPENSATION

- *Modify Article 23 to reflect the following teaching rate adjustments:*

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

Effective the start of Spring Semester 2025, increase base teaching rates by three and one-half percent (3.5%). The minimum base teaching rates shall be as follows:

FAHSS, Education, and Public Health:	\$5,926.78
Sciences, Engineering, Physical Therapy & Kinesiology, and Biomedical and Nutritional Sciences:	\$6,601.61
Business and Nursing:	\$7,335.13

Effective the start of Fall Semester 2025, increase base teaching rates by two and a quarter percent (2.25%). The minimum base teaching rates shall be as follows:

FAHSS, Education, and Public Health:	\$6,060.14
Sciences, Engineering, Physical Therapy & Kinesiology, and Biomedical and Nutritional Sciences:	\$6,750.15
Business and Nursing:	\$7,500.17

Effective the start of Spring Semester 2026, increase base teaching rates by two and a quarter percent (2.25%). The minimum base teaching rates shall be as follows:

FAHSS, Education, and Public Health:	\$6,196.49
Sciences, Engineering, Physical Therapy & Kinesiology, and Biomedical and Nutritional Sciences:	\$6,902.03
Business and Nursing:	\$7,668.92

Effective the start of Fall Semester 2026, increase base teaching rates by two and a quarter percent (2.25%). The minimum base teaching rates shall be as follows:

FAHSS, Education, and Public Health:	\$6,335.91
Sciences, Engineering, Physical Therapy & Kinesiology, and Biomedical and Nutritional Sciences:	\$7,057.33
Business and Nursing:	\$7,841.47

Effective the start of Spring Semester 2027, increase base teaching rates by two and a quarter percent (2.25%). The minimum base teaching rates shall be as follows:

FAHSS, Education, and Public Health:	\$6,478.47
Sciences, Engineering, Physical Therapy & Kinesiology,	\$7,216.12

and Biomedical and Nutritional Sciences:

Business and Nursing:

\$8,017.91

Applied Music Instruction

23.3.1 Effective the start of Spring Semester 2025, Adjunct Faculty who teach applied music instructions shall receive a three and one-half percent (3.5%) increase for a base rate of \$83.63/hour.

23.3.2 Effective the start of Fall Semester 2025, Adjunct Faculty who teach applied music instructions shall receive a two and a quarter percent (2.25%) increase for a base rate of \$85.51/hour.

23.3.3 Effective the start of Spring Semester 2026, Adjunct Faculty who teach applied music instructions shall receive a two and a quarter percent (2.25%) increase for a base rate of \$87.43/hour.

23.3.4 Effective the start of Fall Semester 2026, Adjunct Faculty who teach applied music instructions shall receive a two and a quarter percent (2.25%) increase for a base rate of \$89.40/hour.

23.3.5 Effective the start of Spring Semester 2027, Adjunct Faculty who teach applied music instructions shall receive a two and a quarter percent (2.25%) increase for a base rate of \$91.41/hour.

In addition to the teaching rate adjustments identified above, members of the bargaining unit who taught a course during Spring Semester 2025 shall receive one-time payments of one hundred and fifty dollars (\$150.00) per course taught in Fall Semester 2024, not to exceed six hundred dollars (\$600.00).

11. ARTICLE 25: OTHER BENEFITS

- *Modify Article 25 in Section 5 in the following manner:*

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

25.5.1 For Academic Year 2024-2025, , the parking fee shall be \$65.00 per semester (spring and fall). Such amount shall be deducted from the faculty member's bi-weekly pay in equal amounts over the course of the semester for which the parking decal is purchased.

25.5.2 Beginning Fall Semester 2025, the parking fee shall be \$75.00 per semester (spring and fall). Such amount shall be deducted from the faculty member's bi-weekly pay in equal amounts over the course of the semester for which the parking decal is purchased.

12. ARTICLE 28: POLICIES, PROCEDURES AND WORK RULES

- *Modify Article 28 in Section 2 in the following manner*

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

13. GENDER-NEUTRAL PRONOUNS

The Parties agree to modify all references of gender specific pronouns throughout the collective bargaining agreement to more gender-inclusive pronouns.

14. SIDE LETTER OF AGREEMENT

The Side letter of Agreement executed on April _____, 2025, titled, "Understanding Regarding Board of Trustees' Policy on Tuition Waivers (Doc. T96-129)," shall be incorporated into the collective bargaining agreement.

Agreed to this ____ day of May 2025

For the Union:

DocuSigned by:

Ellen Martins

24844E35D71C1B
Ellen Michaud Martins, President, UAF

DocuSigned by:

Rosemarie Buxton

09332B298D2412A
Rosemarie Buxton, Vice President, UAF

DocuSigned by:

Patrick Lochelt

35107F17559110F
Patrick Lochelt, Recording Secretary, UAF

DocuSigned by:

Kathy Melish

95073805C419459
Kathy Melish, President, UAW 1596

For the University:

DocuSigned by:

Julie Smith

A35617CB2EE4C4
Julie Smith, Senior Vice Provost, Academic Affairs

DocuSigned by:

Nancy Ludwig

B4104D2247EFF428
Nancy Ludwig, Executive Dean, GPS

DocuSigned by:

Sue Kim

7439CA06257844F
Sue Kim, Dean, FAHSS

DocuSigned by:

William Storella

361A6586A0F0E1B4
William Storella, Senior Director, Labor Relations

DocuSigned by:

John Dunlap

5/9/2025 | 2:00:05 PM EDT

DocuSigned by:

John Dunlap, Chief Human Resources Officer

DocuSigned by:

Martin T. Meehan

5/9/2025 | 3:56:06 PM EDT

DocuSigned by:

Martin T. Meehan, President