

Note: These multiple sections deal with pre-2010 instructors, current lecturers, and future lecturers. The language below is a "near final" version. All the salary numbers are from current contract and will be adjusted upward by 3% for July 1, 2021 and an additional 3% July 2, 2022. The historical process is UMS runs the numbers then they are confirmed by AFUM. We expect to have the UMS #'s soon. As these provisions were subject to multiple rounds of negotiations the marked-up versions became very difficult to follow.

Article 7 – Appointment, Reappointment and Non-Reappointment, and Contract Status

A. Initial Appointments

1. In filling a University-approved vacancy within a department, division or other appropriate unit, which under the University of Maine System Labor Relations Act would result in bargaining unit status, appropriate candidate(s) chosen from all applicants who meet the established criteria shall be recommended by the department, division or other appropriate unit except that where more than one department, division or other appropriate unit has a legitimate academic interest, a combined committee from the affected departments, divisions or other appropriate units shall make these recommendations. The criteria shall be established in the traditional manner. The recommendation shall be made in compliance with applicable "equal opportunity" and/or "affirmative action" laws, policies and/or procedures.
2. Unit members have a legitimate concern in the selection, retention, and performance of faculty teaching credit bearing courses. To that end, full-time faculty in the department, division, or other appropriate unit shall participate in the selection of teaching faculty, including part-time faculty teaching credit bearing courses in accordance with campus governance procedures.
3. The department, division or other appropriate unit faculty shall submit their recommendation to the chairperson. The chief administrative officer or his/her designee(s) may accept or reject the recommendation and that decision shall be final and non-grievable. Prior to rejecting any department, division or other appropriate unit recommendation, the chief administrative officer or his/her designee(s) will meet with the faculty involved to discuss the recommendation. In the event that the recommendation of the department, division or other appropriate unit is rejected, the faculty involved will be asked to submit another recommendation.
4. In the event that time constraints do not permit adherence to the above described procedures, the administration reserves the right to make the necessary appointment. In such event, the administration shall make a reasonable effort to inform the faculty involved and to solicit their advice. Such appointments shall not be for a duration which precludes resort to the above procedures prior to the next academic year.
5. Upon acceptance by the candidate, the University shall provide a copy of the appointment letter to the Association.
6. Joint Appointments
 - a. Faculty may receive an appointment with funding and / or responsibilities in more than one department, division or other appropriate unit. Such appointments shall be called Joint Appointments.
 - b. Faculty holding joint appointments shall, for the purpose of evaluation, reappointment, tenure and promotion and any other purpose provided for under this Agreement, be reviewed by a single peer committee.
 - c. The composition of the peer committee for the unit member in a joint appointment shall reflect the proportion of responsibilities assigned to the unit member in each department, division, or other appropriate unit.
 - d. For the purpose of evaluation, reappointment, promotion, tenure, and any other purpose provided for under this Agreement there shall be a single recommendation from the peer committee. A single set of evaluation criteria and procedures shall be employed.
 - e. The letter of appointment may also specify the mix of workload activities, teaching, research and service that may be performed. The total full-time workload of faculty holding joint appointments shall be comparable to that of a faculty member holding a single appointment.
 - f. Guidelines shall be developed by the departments, divisions or other appropriate units concerning joint appointments and composition of peer committees and provided to the chief academic officer at each

university for review and approval pursuant to Article 10 as well as to appropriate administrators, appropriate peer committees, affected unit members and the Association.

7. This section applies only to degree programs at two (or more) campuses that cooperate and each campus issues a degree in the academic program. Approved courses will be listed on all cooperating campuses and degrees shall be awarded from the student's home campus.
 1. Cooperating departments will be limited to 15% of all degree granting programs, of all degree types separately (Associate's, Baccalaureate, and Master's and Doctorate), at each institution plus any existing cooperating degree programs effective July, 2019. If the number of cooperating departments exceeds the limits listed above, any expansion will require approval through a shared governance process on each campus in coordination with the Chief Academic Officers.
 2. Cooperating departments will have unit members teach at least 60% (rounded up to the nearest 5%) of classes with a goal of achieving a minimum of 75% of classes taught by unit members within 5 years of formation of the cooperating departments. Temporary reductions below these numbers will be corrected by the university as soon as possible and within three years.
 3. Unit members will have a home institution and they are fully a member of the academic unit on their home campus.
 4. Cooperating departments review faculty credentials to teach courses at their university every four years. Additionally, faculty, consisting of unit members, from cooperating departments may submit a letter to the home campus peer evaluation committee and candidate for review during peer review up to and including the tenure evaluation cycle. The peer committee may choose to use any feedback provided in said letter in their review process and if so, the letter shall be included in the candidate's review file.
 5. UMS supports communication and takes joint responsibility for success of both the program and unit member, to include sponsorship of travel to support cooperating department meetings.
 6. With mutual agreement, cooperating departments and University Administration may agree to transition to stand-alone degree-granting programs.
 7. With mutual agreement of the cooperating departments, if a position moves from a cooperating position to a non-cooperating department it will remain on the home campus to which it was appointed.

B. Probationary Period

The probationary period is an opportunity for the University to evaluate new unit members.

A probationary unit member shall be entitled to the following:

1. Annual evaluation based upon departmental criteria as described in Article 10, Evaluations: Such evaluation criteria shall be the primary criteria for any recommendations concerning reappointment during the probationary period.
2. A frank appraisal by the chief administrative officer or his or her designee of consideration beyond the control of the department, division or other appropriate unit or of the unit member, which might make reappointment unlikely despite fulfillment of the primary criteria.
3. Credit granted at the time of appointment towards the completion of the probationary period may be used at the discretion of the faculty member.
4. There shall be only one tenure decision by the Board of Trustees.

C. Procedure Regarding Reappointment and Non-Reappointment

1. Unit members with fixed length appointments, those holding tenure and/or continuing contract, and those holding the rank of Lecturer or Instructor who have earned just cause status, are not subject to reappointment.

Unit members who are subject to reappointment shall automatically be considered for reappointment unless they indicate in writing to the department chairperson or director their intent to resign at the end of the current appointment.

- a. Fixed length appointments may be extended beyond the initial duration and up to a total of 3 years in cases such as unforeseen circumstances with notification to the Association including the reason for the extension instead of hiring into a renewable appointment as well as the duration of the extension. Evaluation and recommendation by the Peer Committee for extensions shall be obtained in advance; in the event that time constraints do not permit adherence to this procedure, the administration reserves the right to make the necessary appointment. In such event, the administration shall make a reasonable effort to inform the faculty involved and to solicit their advice. Such appointments shall not be for a duration which precludes resort to the above procedures prior to the next academic year.
 - b. Fixed length appointments may be extended beyond a total of 3 years with mutual agreement of the parties.
2. The department chairperson or director shall inform the appropriate peer committee that a faculty member is eligible for consideration for reappointment. Said committees shall be designated by the full-time faculty of the department, division or other appropriate unit and instructed by the University as to their responsibilities at least four weeks prior to the date for submission of the committee's recommendation in the case of first and second year faculty members and at least six (6) weeks prior to the date for submission of the committee's recommendation in the case of faculty members beyond their second year of service. Failure of the peer committee to comply with its responsibilities under this Article shall not constitute the basis for a grievance where such instructions have been timely provided by the University. No person to whom a peer committee makes a recommendation shall be a voting member of that peer committee nor shall any person serving on a regular, interim or acting basis in the following capacity: Assistant Dean, Associate Dean, Dean, Assistant Provost, Associate Provost, Provost, Assistant Vice President, Associate Vice President, members of the classified staff and / or students, or Vice President. The functions of administrators attending peer committee meetings shall be to serve as a resource to the committee and/or to acquire discipline based knowledge. Administrators serving as a resource to the committee shall not have voting rights within the peer committee.
 3. In its consideration of the faculty member for reappointment, the peer committee shall:
 - a. have access to the faculty member's personnel file, as provided in Article 6, Personnel File; and
 - b. provide the faculty member with an opportunity to meet with and address the committee.
 - c. All reports of the peer committee, both majority and minority (if any) must be signed by all of the members participating in the report. The names of all peer committee members must be listed and any abstentions noted.
 4. The peer committee shall then forward its written recommendation regarding reappointment to the faculty member and department chairperson or director at least two (2) months prior to that date for notice of non-reappointment which is appropriate to the faculty member's length of service, as described in Section D of this Article, except that in the case of faculty members in the first year of service, the peer committee shall forward its recommendations by no later than January 15. Within one (1) week of the receipt of the recommendation by the chairperson or director, the faculty member may prepare a written response to the recommendation. The response, if any, will go forward with the recommendation. There shall be no further opportunity to submit materials for the review process except:
 - a. in extraordinary circumstances;
 - b. to correct factual errors in the material submitted;
 - c. to receive outside evaluations solicited during the review process which are received prior to the decision by the chief administrative officer.

In the event of such additional materials, the reappointment consideration shall be remanded to the peer committee for reconsideration except by mutual agreement of the University and unit member involved. In such event, appropriate revisions will be made to any deadlines for peer committee and/or University

actions described in this Article. The unit member will be informed in writing of the new deadlines. An effort will be made to adhere to the notice requirements of Article 7, Section D.

d. as provided for in paragraph 5 below.

5. Such administrative officers as the University deems appropriate shall make recommendations to the chief administrative officer regarding the reappointment of the faculty member. Such recommendations will be communicated in writing to the unit member at the same time they are forwarded. Upon conclusion of the administrative levels of review and prior to review by the Chief Administrative Officer, the unit member shall have an opportunity to submit a response to these recommendations. The unit member shall be accorded five (5) working days from receipt of the penultimate level recommendation to submit his/her statement. The statement submitted by the unit member shall become part of the official material reviewed by the Chief Administrative Officer. The unit member shall not grieve a negative recommendation until formally notified of the decision by the chief administrative officer. The grievance, if any, shall be filed at the administrative level where the first negative recommendation was made.
6. The decision as to whether the faculty member shall be reappointed shall rest with the chief administrative officer. The chief administrative officer shall inform the faculty member of his or her decision and shall promptly supply written reasons upon the request of the faculty member.

D. Notice of Reappointment or Non-Reappointment

Unit members with probationary appointments shall receive written notice of reappointment or non-reappointment on the following schedule:

1. Not later than March 31 of the first academic year of University service in a probationary appointment, if the appointment expires at the end of that year; or, if an initial one-year appointment terminates during an academic year, at least three (3) months in advance of its termination.
2. Not later than January 15 of the second academic year of University service in a probationary appointment, if the appointment expires at the end of that year; or, if an initial two-year appointment terminates during an academic year, at least six (6) months in advance of its termination.
3. Not later than June 30 of the year prior to the expiration of an appointment after two (2) or more years of University service in a probationary appointment; or, if such an appointment terminates during an academic year, a minimum of one (1) year.
4. Unit members holding appointments as Lecturers shall receive notice of non-reappointment not later than March 31.
5. Lecturers who are discontinued for bona fide program or financial reasons shall be notified of the decision no later than October 31 or March 31 of the semester in which notice is given. Unit members receiving notice of discontinuance shall fulfill their professional responsibilities for the remainder of the semester in which they are given notice and shall thereafter receive compensation pay of 0.5 months of salary per completed years of service, rounded to the nearest whole number month, up to a maximum of 12 months for all lecturers, regardless of rank.
6. A chart depicting the notification dates is contained in Appendix H.
7. Lecturers who earn just cause status on or after July 1, 2022, shall be promoted to the position of Senior Lecturer and shall receive additional compensation outlined in Article 20 (D)(2).

E. Information to be provided to unit members

A unit member shall receive a legible copy of his/her Personnel Action Form (P-10) or its equivalent, showing the current terms of appointment contained in the payroll-personnel system at the time of appointment and as changes occur therein. The unit member shall also be promptly supplied with current information regarding:

1. A concise statement including general expectations for the unit member in the areas of teaching, research and public and University service consistent with Article 11, Workload;
2. Any special terms and conditions of employment;
3. The existing evaluation criteria and procedures applicable to the department, division or other appropriate unit;

4. The promotion, reappointment, tenure and continuing contract criteria and procedures applicable to the department, division or other appropriate unit;
5. Any department, division or other appropriate unit, college or campus mission statements; and
6. A copy of this Agreement.

F. Contract Status

1. Unit members shall be placed in one of the following categories:
 - a. "Probationary Appointment" shall mean an appointment without tenure or continuing contract. A faculty member having a probationary appointment shall be reappointed or non-reappointed as provided for in this Article. Unit members who hold probationary appointments are eligible for tenure or continuing contract status.

Probationary appointees may be removed subject to the provisions of Article 17, Retrenchment and/or Article 16, Termination; or they may leave employment by resignation or retirement.

- b. "Tenured Appointment" shall mean the right of a unit member to continued employment without removal except as provided for in Article 16, Termination, or Article 17, Retrenchment; or by resignation or retirement.
 - c. "Continuing Contract" shall mean the right of a unit member to continued employment without removal except as provided for in Article 16, Termination, or Article 17, Retrenchment; or by resignation or retirement.
 - d. "Soft-Money" appointments shall mean appointments which are the result of external funding from agencies, institutes or organizations over which the University has no financial control and which are so identified at the time of appointment. Unit members who hold a soft-money appointment may be eligible for tenure or continuing contract status. A unit member with tenure or continuing contract will not be considered to hold a soft-money appointment if the unit member's salary is temporarily funded by soft money.

A unit member who holds a "soft-money" appointment shall have no right, expectancy or interest in any reappointment beyond the length of the funding. The University may assume funding to retain a unit member in a soft-money position for an interim period of time not to exceed one (1) year. In this case the appointment will continue to be designated a soft-money appointment.

- e. Appointment in the category of "Lecturer" shall be in accordance with the provisions of Article 8, Section G of this Agreement.
 - f. "Fixed Length Appointments" shall be appointments for a specified duration and shall not ordinarily exceed three (3) years. Fixed-length appointments may be used in situations such as: approved leaves, replacement of unit members serving in administrative positions, position vacancies, experimental programs, or unanticipated enrollments. Letters of appointment and position announcements shall give the specified duration of the fixed length appointment and state that the position is not eligible for reappointment. Fixed length appointments beyond three (3) years shall be with mutual agreement of the parties. A unit member who holds a fixed length appointment shall not be eligible for tenure or continuing contract status. A fixed length appointment will be given to any person who is not eligible for appointment in any of the preceding categories, who is appointed in a unit title on a full time basis for a single period of more than six (6) consecutive months, or in the case of a renewal of a prior full time appointment in a unit title at the same campus of less than six (6) months, where the total period of continuous full-time service in the unit title will exceed six (6) months. Fixed length appointments will not be utilized to circumvent those provisions of Article 9 of this Agreement pertaining to consideration for tenure or continuing contract. Time spent at the University of Maine System in a fixed length appointment may be credited toward a required probationary period by mutual agreement. Other terms and conditions of employment shall be established by mutual agreement at the time of appointment to any subsequent position. The Association shall be provided with a list of unit members with fixed length appointments upon execution of this Agreement and shall be promptly notified of all renewals of fixed length appointments.

2. Explanatory Provisions:

- a. Length of Probationary Period:

- (i) For those unit members eligible for tenure, the total period of full-time service prior to consideration for tenure will not exceed six (6) years. Probationary Faculty Members who have been approved for a probationary period extension as described in Article 9.B.3 will have the length of their probationary period adjusted accordingly.
 - (ii) For those unit members eligible for continuing contract status, the total period of full-time service with CE rank prior to consideration for continuing contract status will not exceed six (6) years.
 - (iii) For purposes of defining University service relative to sections D and F.2.a of this Article, any person hereinafter initially employed subsequent to November 30 of any academic or fiscal year, except as provided in Article 11, Section A.2, shall not receive service credit for that academic or fiscal year unless mutually agreed upon in writing at the time of the initial probationary appointment.
- b. Assignment of Contract Status:
- (i) "Continuing Contract" as referred to in this Agreement shall be reserved for unit members employed by the University of Maine Cooperative Extension.
 - (ii) All non-CE unit members who presently hold a continuing contract with the academic rank of Instructor or higher shall be treated for purposes of this Agreement in the same manner as unit members holding tenure.
- c. Unit members who hold a "soft-money" appointment shall have priority consideration in any probationary openings in their department, division or other appropriate unit, for which they are qualified, provided however, that Equal Employment Opportunity and/or Affirmative Action procedures and/or policies appropriate and applicable to the probationary opening were followed by the department, division or other appropriate unit at the time of initial "soft-money" appointment. Time spent at the University of Maine System in a "soft-money" appointment may be credited toward the required probationary period.
- G. Unit members who intend to resign or retire must provide written notice to the University no less than ninety (90) days prior to the date of resignation or retirement.

Article 8 – Academic Ranks

- A. There shall be the following academic ranks:
- 1. Non-Tenure-Track: Lecturer, Senior Lecturer, Principal Lecturer.
 - 2. Tenure-Track: Instructor, Assistant Professor, Associate Professor, Professor.
- B. There shall be the following Cooperative Extension ranks: Extension Instructor, Assistant Extension Professor, Associate Extension Professor, Extension Professor.
- C. There shall be the following research ranks: Assistant Research Professor, Associate Research Professor, Research Professor.
- D. There shall be the following clinical ranks: Clinical Assistant Faculty, Clinical Associate Faculty, Clinical Senior Faculty.
- E. Unit members shall hold the ranks listed in Sections A through C of this Article except for those unit members who prior to January 1, 1985 did not hold such ranks. The criteria for and the utilization of academic ranks, extension ranks, and research ranks shall be in conformity with existing Board of Trustees policy except as otherwise modified by or changed in accordance with this Agreement.
- 1. Persons holding special or research academic ranks shall not be eligible for tenure. Service in a special or research academic rank shall not count toward fulfillment of the probationary period for tenure, unless mutually agreed upon at the time of appointment to a probationary rank.
 - 2. After six (6) years of service, non-reappointment of a unit member holding a "special" or "research" academic rank shall be for just cause. These positions may be discontinued for lack of funding.

3. Article 11, Section A and B of the collective bargaining agreement shall not be applicable to unit members holding "research" academic ranks. The work year for such unit members shall be a period specified by the University which shall not be changed arbitrarily.
- F. Unit members with "soft-money" appointments shall hold academic, extension or research ranks in conformity with Article 7, Section F.1.d, Appointment, Reappointment and Non-Reappointment and Contract Status.
- G. Use of the rank "Lecturer" shall be governed as follows:
1. Service in the rank of Lecturer shall not count toward fulfilling the probationary period for tenure.
 2. Lecturers shall be appointed initially for a period not to exceed two (2) years.
 3. Lecturers may be reappointed for periods not to exceed four (4) years.
 4. After six (6) years of service, termination of employment shall be for just cause or discontinuance shall be for bona fide financial or program reasons.
 5. Procedure regarding reappointment and non-reappointment of unit members who are Lecturers shall be consistent with Article 7.C of this Agreement.
 6. Unit members who hold ranks above the Instructor level shall not be redesignated Lecturer or Instructor under this section.
 - 7: a. Persons appointed as Instructors on or after August 16, 2010 shall be designated tenure track and shall receive probationary appointments.
 - b. All non-tenure track Instructors hired before August 16, 2010, who have not previously had the issue of tenure track eligibility addressed in an MOU shall:
 1. be considered Lecturers for all contractual reasons;
 2. be entitled to use, at their discretion, the Instructor or Lecturer title. Administrative records will reflect the appropriate Lecturer rank.
 3. Shall receive longevity payments consistent with the Memorandum of Understanding between AFUM and UMS dated _____ (See Appendix___).
 8. In the case of unit members who are coaches or otherwise involved in inter-collegiate athletics, any violation of policies or regulations governing or associated with inter-collegiate athletics may constitute just cause for termination.
 9. Lecturers who achieve just cause status shall be promoted to Senior Lecturer and shall receive additional compensation set forth in Article 20(D)(2). Senior Lecturers may be promoted to Principal Lecturer in subsequent quadrennial reviews as described more fully in Article 10(C)(7). In the event of promotion to Principal Lecturer, unit members shall receive additional compensation as set forth in Article 20 (D)(3).
- I. Use of the Clinical ranks shall be governed as follows:
1. Clinical ranks shall be subject to the same terms of appointment as lecturers except as otherwise stated in this section. Clinical ranks shall not be eligible for tenure.
 2. Clinical faculty shall be eligible for promotion and the procedures shall be the same as those contained in Article 9. The minimum amount for clinical faculty promotions is 3% based on the current salary at the effective date of the promotion. Clinical faculty are not eligible for longevity increases.
 3. Clinical faculty shall be available for use in nursing and any other health related discipline such as dental hygiene, physical therapy, and audiology.
 4. Clinical faculty shall not represent greater than 25% of the tenure stream faculty in that discipline system-wide without mutual agreement of the parties. Unanticipated Departmental needs and changes in tenure stream headcount (resignation, non-reappointment, retirement) shall not force a reduction in the number of clinical faculty.

J. Nothing in this Agreement shall be construed as conferring tenure status on any unit member.

Article 10 – Evaluations

A. Statement of Purpose:

The evaluation of professional activities in a public institution of higher education is essential to the improvement of professional performance and to provide the basis for personnel recommendations by the department, division or other appropriate unit.

B. Procedure for the Development of Evaluation Criteria:

1. Recognizing that the mission of the University is teaching, research and public service, each department, division or other appropriate unit shall in developing evaluation criteria include (but not be limited to) the following as appropriate, which are listed in alphabetical order:
 - a. Course and curricular development
 - b. Creative works in discipline
 - c. Departmental, college, campus and University assignments and service
 - d. Instruction
 - e. Professional activities
 - f. Public service in discipline
 - g. Publications and papers
 - h. Research
 - i. Scholarly writing
 - j. Student advising.

2. The parties agree that student input is essential in the improvement of instruction and shall be considered during evaluation. Further, student input is a meaningful part of evaluation. Consequently, Unit members shall conduct student evaluations in each course taught. A department, division or other appropriate unit may develop or revise a standard student evaluation form and procedure. Student evaluation forms and procedures shall be developed, revised and approved in accordance with paragraph B (3) of this Article, except that the Association shall develop a default student evaluation form and procedures for assessment of online and interactive television (ITV) courses. The form shall be administered in an online format. In developing the form and procedures, the Association shall solicit comments from and work with faculty, and shall submit the form and procedures for approval by the Vice Chancellor for Academic Affairs in accordance with the process outlined in paragraph B(3) of this Article. Said default form and procedures shall be used for online and ITV courses starting with the first semester beginning at least ninety (90) days after said approval, and thereafter, unless an alternative is developed for online courses by the department, division or other appropriate unit. The procedure for developing this default form shall not constitute a practice or precedent for any other process carried out by departments, divisions or other appropriate units. Student evaluations shall be part of a Unit member's personnel file as follows:
 - a. Student evaluation forms which contain a series of questions each of which is confined to a limited aspect of the unit member's teaching performance shall be included in the personnel file whether such forms include a rating scale consisting of a discrete number of points such as a numerical scale, or require a series of short narrative answers. When a summary of such student evaluations is prepared by the University, the summary may be placed in the personnel file in lieu of the individual evaluation forms provided the unit member has been given an opportunity to verify the summary. Such student evaluations or summaries, if unsigned, shall not constitute anonymous materials under Article 6, Personnel File.
 - b. Student evaluations shall only be conducted during the last two weeks of classes for a course unless by mutual agreement of the faculty member and administration. Under no circumstances shall evaluations be accepted after grades are reported.
 - c. Student evaluation forms which consist of a broad solicitation, without limit or direction, to evaluate the unit member's teaching performance, including such portions of student evaluation forms otherwise described in subparagraph a. above, shall be placed in the personnel file when signed by the student who has conducted the evaluation.

- d. Unsolicited student commentaries regarding a unit member's teaching performance which are contained on the evaluation form may be included in the personnel file if signed by the student and, by mutual consent, may be included even if unsigned.
- e. Student evaluations shall not be made available to unit members until final grades for the course evaluated are received by the registrar. The results shall be made available to the unit member as soon as they are obtained by the department or division.
- f. The University shall make available to unit members as promptly as possible the student evaluation forms or summaries, as appropriate, provided the conditions specified in sub-paragraph d. above have also been met. Consideration of the reappointment of a unit member shall not be withheld or prejudiced by administrative delay in the secure return of student evaluation forms or summaries.
- g. Individuals who review the results of student evaluations are cautioned not to place undue emphasis on any single measure of performance and to be sensitive to the limitations of the statistical analysis of ordinal data. When either fewer than 10 students respond or the response rate is less than 60% the following language shall appear on the response survey. "Care should be used in evaluating teaching effectiveness utilizing these results when fewer than 10 students respond or the response rate is less than 60% for an individual class."

The parties affirm that it is a mutual interest to increase student response rates and that those using the materials should be aware of and factor into their review when response rates are low.

- h. UMS will develop training and/or resources regarding the proper use and interpretation of student evaluation data. Such training and resources will be reviewed with AFUM for input.
- i. Teaching evaluation results are confidential until such time as they are officially placed in the personnel file. In no case shall any administrator or peer see any unattributed comments unless they have been placed in the personnel file and accessed appropriately.

Non-administrative staff responsible for organizing the results and breaking out of the signed and unsigned comments shall be trained on the confidential nature of the evaluations. These personnel shall not be students.

- 3. For the purpose of evaluating peers, the full-time faculty of each department, division or other appropriate unit shall develop evaluation criteria, select members, and designate appropriate peer review committee structures. A full-time faculty member shall have a peer review committee made up of full-time faculty.
 - a. Each department, division or other appropriate unit shall submit their evaluation forms, procedures and criteria to the department, division or other appropriate unit chairperson or director for transmittal to the chief administrative officer or his/her designee at least 45 days prior to May 1st of any given academic year. Recommended criteria for promotion to the rank of full professor shall contain information on when the revised criteria would apply to candidates for promotion to the rank of full professor. In no case shall a candidate for promotion to full professor have less than two years notice of a change in the criteria.
 - b. The chief administrative officer or his/her designee shall respond in writing (within 45 calendar days) to the department, division or other appropriate unit stating his/her approval or rejection of the relevant criteria.
 - c. If the chief administrative officer or his/her designee approves the evaluation criteria, he/she will see that it is duplicated and distributed to appropriate unit members and shall forward a copy to the Association president or his/her designee.
 - d. If the chief administrative officer or his/her designee rejects the evaluation criteria he/she shall submit in writing his/her specific objections and his/her recommendations to the department, division or other appropriate unit. The chief administrative officer or his/her designee shall then meet with the department, division or other appropriate unit to resolve the issues. If within twenty-one (21) calendar days the issues have not been resolved to the mutual satisfaction of both parties, they will be submitted to a panel consisting of three (3) unit members elected by the department, division or other appropriate unit and three (3) administrators appointed by the chief administrative officer or his/her designee. The findings of a majority of the panel shall be binding on both parties.

- e. The evaluation criteria so developed shall be the sole criteria relating to professional performance used in personnel recommendations except as otherwise provided in this Agreement. The parties acknowledge that individuals evaluating performance in accordance with said criteria may differ in their conclusions based on academic judgment. Where institutional circumstances may prevent reappointment, promotion or tenure the requirements of Articles 7.B.2 and 17 shall be observed. Evaluation criteria and student evaluation forms and procedures which are approved pursuant to this Article shall remain in force until such time as revisions have been developed and approved pursuant to this Article. Approved revisions shall be effective as of the commencement of the next academic or fiscal year. Review of the evaluation criteria, forms and procedures by the department, division or other appropriate unit and submission for approval in accordance with the procedures described in this Article shall occur whenever such review is considered appropriate by the department, division or other appropriate unit or the chief administrative officer or his/her designee.
- f. For unit members who are serving in probationary appointments at the time the standards and criteria for tenure are changed pursuant to 10A-E above the following shall apply:
 - 1. Individuals in the third year of probationary service may elect to be reviewed either under the newly established standards or those standards in place at the date of their initial appointment as a probationary faculty member.
 - 2. Individuals serving in the fourth year of probationary service and above shall be evaluated for tenure based upon the standards and criteria in place at the time of their initial probationary appointment.
 - 3. Individuals serving in the first or second year of probation shall be evaluated under the newly established standards for tenure.
- g. Effective with the 2007-2008 academic year, to avoid confusion and misunderstanding, the standards and criteria for tenure to be employed during any review shall be stapled to the candidate's dossier and become part of the overall evaluation packet that moves through subsequent levels of review.

C. Evaluation Procedure:

- 1. Each department, division or other appropriate unit shall conduct annual evaluations of each unit member except: a) those unit members whose service will cease at the end of the current academic or fiscal year need not be evaluated; and b) any unit member having the rank of Professor with tenure and any unit member having the rank of Extension Educator with continuing contract shall be evaluated by the department, division or other appropriate unit every four (4) years, or more frequently upon written request of the unit member. Any unit member having the rank of Associate Professor with tenure, any unit member having the rank of Associate Extension Educator with continuing contract and any Lecturer or Instructor with over six (6) years of continuous service in the same department, division or other appropriate unit shall be evaluated by the department, division or other appropriate unit every four (4) years, or more frequently upon written request of the unit member. c) Evaluations shall be scheduled to insure that promotion, tenure, continuing contract status, and reappointment schedules and/or deadlines will be met. At the written request of an appropriate administrator, the peer committee shall determine whether to conduct peer evaluations on a more frequent basis than provided for above. Under normal circumstances, a faculty member will be evaluated only once during an academic year. In the event a second evaluation takes place within the same academic year, the faculty member may add items to their previous documentation.
- 2. The peer committee may request from the unit member supporting documents, or other information pertaining to the assignments of the unit member.
- 3. Upon request of the unit member, the chairman of the peer committee or the appropriate peer committee of each department, division or other appropriate unit, shall meet with each individual unit member being evaluated for frank discussions of that person's professional performance.
- 4. The peer committee shall prepare a written evaluation. For one (1) week prior to placing the evaluation in the unit member's official personnel file, the unit member shall have the opportunity to supply written comments which, if provided, will be attached to the peer committee's evaluation. All evaluation reports of the peer committee, both majority and minority (if any) must be signed by all of the members of the committee. The names of all peer committee members must be listed and any abstentions noted.

5. The evaluation, with response, if any, shall be placed in the unit member's personnel file by the custodian of the file.
6. Peer and administrative reviews of electronic courses, discussions, and files shall follow department, or unit protocols established for evaluating instruction. Archived materials may not be used for evaluating instruction except in accordance with established department, division, or unit procedures, or with the faculty member's consent. Archived material is information on course content that has been stored beyond the duration of the course.
7. For those hired on or after July 1, 2022, Senior Lecturers receiving their first quadrennial review (year 10) following achievement of just cause status shall be promoted to Principal Lecturer if they receive at least a satisfactory review emphasizing demonstrated contributions in accordance with the departmental evaluation criteria as developed pursuant to this Article. Promotion shall not be unreasonably denied.

In the event of promotion to Principal Lecturer, the unit member shall receive salary increases according to the provisions in Article 20(D)(3), in addition to any other increases in accordance with this Agreement. In the event a unit member is not promoted to Principal Lecturer, consideration for promotion shall occur in subsequent quadrennial reviews consistent with this provision.

This promotional amount shall not reduce the amount otherwise available for post tenure review nor shall the awarding of the promotional amount resulting from any reduction of or disqualification for merit increases otherwise provided for in this Agreement.

D. Evaluation of Part-time Faculty:

1. Unit members will evaluate the qualifications and credentials of new part-time faculty upon hire. If this evaluation cannot be completed before the hire it must be done by the end of the part-time faculty member's first semester of employment.
 2. Unit members will evaluate part time faculty within appropriate discipline areas.
- E. A joint AFUM / UMS sub-committee shall be established dedicated to taking a comprehensive look at the current student evaluation instruments and their use within UMS. Until such time as any recommendations made by this committee are accepted by the parties, the current student evaluation system shall remain in place. The committee shall be composed of four (4) representatives from AFUM and four (4) representatives from UMS.

The committee's recommendations shall be due one (1) year from the execution date of this Agreement.

- F. A joint committee shall be formed to review issues concerning faculty not found satisfactory in Post Tenure Review.

Article 20 – Salaries and Overload

- A. Any unit member who is promoted within the collective bargaining unit shall be guaranteed an increase in base salary on the effective date of promotion. The minimum amount of the increase shall be computed based upon the employee's current salary at the effective date of promotion or the new rank minimum, whichever is greater.

Instructor to Assistant Professor	6.5%
Assistant Professor to Associate Professor	6.5%
Associate Professor to Full Professor	7.5%
Clinical Faculty Promotions	3%

- B. 1. Effective July 1, 2021, – June 30, 2022, Rank minima for unit members shall be as follows:

<u>Rank</u>	<u>Academic-Year Appointment</u>	<u>10.5-Month Appointment</u>	<u>Fiscal-Year Appointment</u>
Instructor	\$43,998	\$51,330	\$52,793
Assistant Professor	\$52,900	\$61,716	\$63,478
Associate Professor	\$60,318	\$70,371	\$72,382
Professor	\$71,228	\$83,100	\$85,470

2. Effective July 1, 2022, – June 20, 2023, Rank minima for unit members shall be as follows:

<u>Rank</u>	<u>Academic-Year Appointment</u>	<u>10.5-Month Appointment</u>	<u>Fiscal-Year Appointment</u>
Instructor	\$43,998	\$51,330	\$52,793
Assistant Professor	\$52,900	\$61,716	\$63,478
Associate Professor	\$60,318	\$70,371	\$72,382
Professor	\$71,228	\$83,100	\$85,470

3. Effective July 1, 2022- June 30, 2023, Rank minima for unit members shall be as follows:

<u>Rank</u>	<u>Academic-Year Appointment</u>	<u>10.5-Month Appointment</u>	<u>Fiscal-Year Appointment</u>
Lecturer	\$43,998	\$51,330	\$52,793
Senior Lecturer	\$47,632	\$55,570	\$57,158
Principal Lecturer	\$52,688	\$61,469	\$63,225

- C. 1. Effective July 1, 2021, the base salaries of unit members employed as of June 30, 2021, excluding those who did not return to the University in September, 2021, shall be increased by 3% of the June 30, 2021, base salary.
2. Effective July 1, 2022, the base salaries of unit members employed as of June 30, 2022, excluding those not returning to the University in September, 2022, shall be increased 3% of the June 30, 2022, base salary.

D. Lecturer Promotion and Compensation:

1. All unit members with the rank of Lecturer prior to July 1, 2022, shall be entitled to the following:
- a. Lecturers who have earned just cause status, but have fewer than 10 years of service, shall be promoted to Senior Lecturer and receive the just cause promotional increase. These Lecturers shall be promoted to Principal Lecturer and shall receive the promotional increase as provided in Article 20(D)(3) at their first quadrennial review in year ten (10).
- b. Lecturers with at least ten (10) years of service but less than 16 years of service shall be promoted to Principal Lecturer and receive the following salary increase at the start of the unit member’s work year in 2022:

<u>Academic-Year Appointment</u>	<u>10.5-Month Appointment</u>	<u>Fiscal-Year Appointment</u>
\$4,317	\$5,036	\$5,420

- c. Lecturers with 16 or greater years of service shall be promoted to Principal Lecturer at the start of the unit member’s work year in 2022.
- d. UMS will review the resulting Lecturer salaries, consistent with Article 20(F), and will adjust for any inequities, compression or inversion which may result from implementation of sections 1(a)-(c) herein.
2. Lecturers who have not yet achieved just cause status by July 1, 2022, shall be promoted to Senior Lecturer upon achievement of just cause status in accordance with Article 7(D)(7) and shall receive the following increase:

<u>Academic-Year Appointment</u>	<u>10.5-Month Appointment</u>	<u>Fiscal-Year Appointment</u>
\$2,159	\$2,518	\$2,710

The appropriate increase shall, in the case of Lecturers with fiscal-year appointments, be added to base salary on July 1 or January 1 of the year immediately following the completion of the prescribed years of service as specified above, and on September 1 or January 1 in the case of Lecturers with academic-year appointments. In the case of Lecturers with 10.5-month appointments, the appropriate increase shall be added to base salary at the beginning of their work year or January 1 immediately following the completion of the prescribed years of service as specified above.

3. For all lecturers hired on or after July 1, 2022, who achieve a promotion to Principal Lecturer in accordance with Article 10(C)(7) shall receive the following increases:

<u>Academic-Year Appointment</u>	<u>10.5-Month Appointment</u>	<u>Fiscal-Year Appointment</u>
\$2,159	\$2,518	\$2,710

4. All Lecturers, regardless of rank, hired on or after July 1, 2022, shall receive salary increases as follows:

	<u>Academic-Year Appointment</u>	<u>10.5-Month Appointment</u>	<u>Fiscal-Year Appointment</u>
six (6) years of service	\$1,475	\$1,721	\$1,895
ten (10) years of service	\$2,897	\$3,379	\$3,664

E. Overload compensation rates for courses which commence with the Fall 2021 semester, shall be calculated to reflect the increases described in Article 20, Section 2.D. Such overload compensation rates (see Appendix C) are minimum rates.

F. In order to prevent gender-based salary inequities, or other unintended illegal discrimination, a unit member’s salary shall be reviewed by the campus EEO/HR office at the time a promotional increase or individual salary increase is recommended. Each campus shall make available information regarding the possibility, if any, and the procedures and criteria by which any extraordinary salary adjustments are made.

G. Post Tenure or Quadrennial Review Compensation

1. Any unit member having the rank of Professor with tenure, Associate Professor with tenure, Extension Professor with continuing contract, or Associate Extension Professor with continuing contract, or any Lecturer, Research Faculty, or Instructor with over six (6) years of continuous full-time regular service in the same department, division, or other appropriate unit shall be eligible for consideration for the award of compensation at the time of his / her post tenure review.

1. a. Normally, approximately 25% of the faculty at a given university shall be eligible in any given year. Faculty members who were not reviewed on their last scheduled date of post tenure review shall be scheduled for review in a four (4) year cycle commencing with their most recent tenure or promotion date.

a. Faculty who are on sabbatical or educational leave may elect to stand for review while on leave or may elect to be reviewed upon return from leave. Election to be reviewed upon return from leave does not alter the schedule for future reviews which shall continue to be based on the most recent tenure or promotion date. Election to be reviewed upon return from leave shall not result in any retroactive payment of the salary adjustment.

b. A faculty member who is participating in the partial phased retirement program or who has submitted formal written notice of intention to retire or resign and who has no more than three years remaining before the date of full retirement or resignation and whose performance was found satisfactory in the most recent post tenure review may elect to opt out of participation in the review and so notify the appropriate administrator. Faculty members who elect to opt out of the review are not eligible to receive any post tenure compensation increases.

c. A faculty member who is participating in the partial phased retirement program or who has submitted formal written notice of intention to retire or resign and who has no more than three years remaining before the date of full retirement or resignation and whose performance was not found to be satisfactory in the most recent post tenure review may request to opt out of participation in the review. The request will be

reviewed by the chief academic officer or designee. If the request is approved, the faculty member will not be eligible to receive any post tenure compensation increases.

- d. Nothing in this section precludes the University from requesting that an evaluation be conducted in accordance with Article 10, Section C.
3. A joint UMS – AFUM committee, drawn from each party’s negotiations team shall oversee administrative issues and any other problem that may arise during the course of this program. Such issues may include questions of eligibility, determination of cohort groups, and adherence to the procedures outlined herein. The University shall provide the committee with a report each year concerning those awards made, denied, augmented, or any situation in which the peer recommendation is altered in any way.
4. Eligible faculty shall be evaluated pursuant to Article 10, Section C of the Agreement. Those faculty who receive a peer committee evaluation of satisfactory or better shall be recommended to receive a 3.5% adjustment to their base pay effective at the start of the subsequent fall semester for academic-year faculty, or, at the start of their work year for 10.5-month faculty, or to be effective the July 1 following the review in the case of faculty with fiscal year appointments. Within ninety (90) days of the execution of this Agreement, the University will issue to University academic administrators and Unit members, a statement clarifying that, except in the case of lecturer promotion as described more fully in Article 10(C)(7), the standard for successful post-tenure review is satisfactory performance. The statement will include a reminder that satisfactory performance is not the same standard as that applied in peer review for tenure and promotion.
5. The peer committee’s recommendation shall be forwarded to the dean or appropriate academic administrator, who may ratify, or for compelling reasons, overturn the peer committee’s recommendation. In the event that the peer recommendation is overturned, the appropriate administrator shall inform the peer committee of the reasons of such action. The administrative review may also augment the peer committee’s recommendation in recognition of stellar performance, salary compression, and / or equity. Under no circumstances shall the amount of the augmentation exceed an additional 3.5% of the individual’s base salary.
 - a. For a period of 4 post tenure cycles starting with FY 18, UMS will allocate 1% of its 3.5% post tenure discretionary monies for minimizing or correcting salary compression and inversion. This 1% is to be calculated on an individual basis (e.g. 1% from the maximum 3.5% discretionary monies for that individual faculty member up for post tenure review). UMS may apply up to the full 3.5% discretionary monies to address compression.

Should UMS determine there is no salary compression or inversion the full 3.5% discretionary monies for the individual faculty member will be available for stellar performance and/or equity consistent with the existing post tenure compensation program. The total for post tenure increase, including monies for compression or inversion issues, shall not exceed 7%. The application of the 1% and the outcome of any individual or group salary compression or inversion analysis shall not be grievable.
6. The exercise of academic judgment by either the peer committee or the academic administrator shall not be subject to the grievance procedure. Alleged violations of the procedures contained herein shall be subject to the grievance and arbitration provisions of the Agreement.

H. Direct Deposit:

Unit members are required to have paychecks directly deposited unless the employee indicates in writing that a special circumstance exists. In such instance, direct deposit will not be required.