

MSP/FSU CONTRACT BARGAINING PROPOSALS

Submitted 1/5/07

I. Agreement

Current language

II Recognition

- Delete “after two consecutive years of employment at the University, at the beginning of their third consecutive year of employment” for Visiting Faculty, to reflect current agreement.
- Note re the separate UMB/DCCDE unit contract : FSU proposals for a successor agreement are submitted at the end of this document, also are proposed to apply to work performed by “day” unit members performing UMB/DCCDE work, and are intended to be bargained together.

III Affirmative Action

Add “gender identity/expression”

IV Management Rights

Current language

V Union Rights

Amend final sentence of 5.5: increase \$3000 to \$6000 and delete “state-funded” and “on a nonteaching assignment.”

VI Dues Checkoff

Current language

VII Agency Fee

Current language

VIII Academic Freedom

Current language

IX Consultation

Current language

X Tenure

Current language

XI Faculty Roles and Responsibilities in Personnel Matters

Current language

XII Faculty Personnel Standards and Procedures

- Allow early tenure option for candidates hired with time at another institution

- Add provision to require that the faculty member/librarian and the chair/head/director each be given a copy of each recommendation made by a personnel committee or an administrative official as part of any 4.2, tenure, promotion or PMYR review, or sabbatical request

XIII Faculty Roles and Responsibilities in Academic Matters

Current language

XIV Appointment and Reappointment Form: Terms and Conditions of Employment

Current language

XV Faculty Workload

- Amend 15.4 to reduce the faculty workload by one course (Boston campus).
- Amend 15.9 to require that faculty members receive a one-semester release from teaching duties in the semester following the 4.2 (mini-tenure) review.

XVI Performance of Bargaining Unit Work

- Follow through on the Amherst 250 Plan:
 - Require that all of the Amherst 250 money goes toward hiring faculty and librarians (and for hiring necessary staff and TAs).
 - Require that a minimum of 100 total tenure-track positions be authorized each year of the contract (50 for replacements and 50 for new hires).
 - Create a joint MSP-Administration Committee to monitor the progress of the 250 Plan.
 - Require September and May reporting from the Administration on current number of hires and searches.
- Startup Funds: We propose the creation of a startup fund for new faculty as part of the capital budget.

XVII Failure to Perform Minimum Assigned Duties

Current language

XVIII Suspension and Termination for Disciplinary Reasons

Current language

XIX Working Conditions

- Amend 19.1: propose improvement of working conditions and facilities (e.g. maintenance of equipment and workspaces, filthy buildings, broken desks, sick buildings, etc.)
- Amend 19.2 to provide that all contract faculty shall be provided access to a phone, a computer, and adequate space to meet with students, and be provided year-round library privileges and email accounts.

- Amend 19.5: FSU proposes joint negotiations with other campus unions concerning all working conditions that relate to parking conditions and fees.

XX Librarians

Current language

XXI Non-Tenure Track Faculty (Contract Faculty)

- 21.4: Put a three-consecutive-year limit on the probationary period for main unit per-course lecturers who have taught one course per year. (Boston)
- 21.10:
 - at UMA: Extend reappointment and notice provisions to less than full-time state-funded non-tenure track faculty members after a specified number of semesters of employment (to be negotiated)
 - at UMB: Any Senior Lecturer, or Lecturer II with at least 10 years of service after hire, will be given 5-year renewable contracts that guarantee at least two courses per semester for that period (while allowing for 3 or 4 courses in any given semester when they are available via the normal priority list, under current practice). Those employed on a fulltime basis after 10 years of either part time or full-time service since hire will be given 5-year renewable contracts that guarantee full-time employment for that period. Lecturer IIs with less than 10 years of service since hire will be given renewable 2-year contracts with conditions as above.
- 21.11: Lecturer II (see also Art. 26.14):
 - All lecturers who qualify for Lecturer II will receive a salary increase in the amount of \$5000.
 - extend eligibility at Amherst campus to all lecturers after six year of service after hire
- 21.12: Senior Lecturer:
 - Include language of campus-based promotion processes, as amended consistent with rest of proposal
 - extend eligibility at Amherst campus to all lecturers with ten years of service after hire
 - allow all lecturers who are eligible for consideration for promotion to Senior Lecturer to be promoted effective September 1, 2007, and considered as they become eligible thereafter. [Delete second and third sentences.]
- We propose a cancellation fee for late cancellation of courses for lecturers. (Boston)

- All contract faculty should have access to Center for Teaching grants and teaching awards. (Amherst)
- All contract faculty should be on the payroll by the start of the semester
- Research Faculty (Amherst campus)
 - There should be a pool of “bridge money” to pay research faculty between grants; or, alternatively, research faculty should have a portion of their salary paid by the University
 - Research faculty should be eligible for paid state-funded sabbaticals to give them time to publish
 - There should be a review of procedures and processes so as to minimize delays in the campus’s grant process, the amount of time spent on paperwork, and the likelihood of temporarily losing health insurance.
- If employed in more than one campus position or on more than one campus, time should be added for purpose of benefit eligibility, retirement, etc.
- The Administration will conduct an annual orientation/training session for chairs/heads/directors with representatives of the MSP/FSU to review provisions of the contract concerning contract faculty/nontenure track faculty.
- Since MSP has just recently begun to represent all part-timers, we are proposing the creation of a new union-management committee to discuss issues as they arise. (Amherst)
- Language cleanup: Article 21.10 should read “continued to be performed by a non-tenure track faculty member, not “lecturer”.”

XXII Retrenchment

Current language

XXIII No Strike

Current language

XXIV Personnel Files

Current language

XXV Grievance Procedure

Current language

XXVI Salaries

Salary, Floors and Promotion Increments:

- An initial 4% salary adjustment be provided for all unit members in order to remedy the inflation-salary gap created during the past contract term.
- An annual cost of living adjustment and an appropriate performance incentive for meritorious performance, starting July 1, 2007. Distribution of salary increases among unit members to be negotiated before contract finalized.
- Non-unit Raises: If non-unit personnel were to receive larger increases OR increases that go into effect at an earlier time than those we have negotiated, our increases would be adjusted so we would receive the same.
- Salary minimums for each rank shall increase by the total amount of contractual raises. Also, the minimums shall be raised as necessary to equal the rank minimums contained in UMD and UML 2004-2007 agreements, whichever is higher, eff. 7/1/07.
- Promotion increments shall increase by the total amount of contractual raises in 2004-07 contract, and adjust annually thereafter by amount of raises. Also, the increments shall be raised as necessary to equal those contained in UMD and UML 2004-2007 agreements, whichever is higher, eff. 7/1/07.
- We propose \$3000 increases in base annual salary for :
 - CONTRACT FACULTY:
 - at the start of the 4th year and,
 - at each five-year mark after reaching ten years of service after hire
 - TENURE TRACK FACULTY:
 - upon completion of a successful mini-tenure (4.2) review and,
 - upon completion of each successful periodic multi-year review.
 - LIBRARIANS:
 - upon the granting of a five-year contract and,
 - at each subsequent five-year contract renewal.
- Art. 26.14:
 - New salary floor for Lecturer (Lecturer I at UMB) to be \$ 48,000
 - Lecturer II: see proposal at Art. 21.11
- Art. 26.10 (b) and (c): Increase minimum per course rate paid to probationary lecturers paid on a per course bases on the Boston campus to \$3600 effective 7-1-07. Increase minimum per course rate for probationary and post-probationary lecturers annually by total amount of raises.

Professional Development funds:

- We propose that \$3000 of professional development funds be made available to each full-time bargaining unit member and on a pro-rata basis to each part-time or later-hired bargaining unit member, to be expended over the life of this contract.
- In addition, each bargaining unit member will be provided with a new computer (appropriate to the nature of work/research they do) during the life of this contract.
- We propose the establishment of a travel fund to support conference trips for bargaining unit members. This fund would provide \$1000 per year for each bargaining unit member who attends a conference at which he/she is a presenter, and \$500 per year should be made available for attendance at a conference at which the bargaining unit member is not presenting.

XXVII Supplemental Compensation (Benefits)

- 27.4 For new faculty and librarians: Arrange for health and dental benefits coverage immediately upon hire without waiting period, or start all new hires on July 1 so that they have health insurance when the Fall semester begins.
- 27.9 Increase contribution to Health and Welfare Fund by \$3 per FTE per week. Provide an annual \$250 contribution to tax-free Medical Expense plans for vision care and dental costs.

- 27.10 Tuition Remission

The drastic increase in fees in the past decade has made the tuition benefit almost worthless. For example, out of a total cost of \$4797.50 for one semester at UMass, the MSP/FSU tuition benefit accounts for \$857 of the total.

We propose the following:

1. That the University will waive both tuition and fees for MSP/FSU employees and their dependents. Currently only employees enjoy fee waivers.
2. That the University cover full tuition for Continuing Education courses for employees and their dependents.
3. That the University join the tuition exchange program (<http://www.tuitionexchange.org/>). Giving employees and their families access to this program will increase the value of our current tuition benefit.

- Retirement:

Many unit members are being asked, after retirement, to return to the University to teach one or more classes or to work in administrative posts.

- We propose that the University implement a graded retirement system, where faculty and librarians could elect to move to a half-time employment/retirement status during a 1-3 year period as they approach retirement.
- We propose that additional compensation paid to faculty as summer salary, etc, should be included in calculations made for optional retirement plan contributions by the faculty member and the University.

- Curriculum Fees: We propose that the curriculum fee for graduate students be reduced by \$500 per semester in each year of the contract. (Amherst)
- MSP intends to make further proposals regarding faculty liability with regard to off-campus excursions with students.

XXVIII Maintenance of Policies

- Sabbatical leave policy:
 - Propose full year sabbatical at 75% pay
 - Clarify that consulting allowed consistent with outside consulting policy
 - Make full-time contract faculty eligible for sabbatical leaves
- Policy on tuition waivers for employees: see proposal for 27.10

XXIX Effect of Agreement

Current language

XXX Cost Items and Appropriation by the General Court

- Parties to negotiate which cost items shall be effective only upon supplemental legislative funding
- Amend 30.2 to provide that non-state funded employees shall receive the benefit of all cost items in the Agreement regardless of whether funds in the institute, grant or contract budget are available;
 - Cost items in the Agreement shall be paid from funds in institute, grant or contract budget effective upon the signing of the Agreement

XXXI Seniority for Administrative Service

Current language

XXXII Separability

Current language

XXXIII Annual Evaluation of Full-Time Faculty

Current language

XXXIV Periodic Multi-Year Review

- Amend Article 34.2 to continue current benefits for each year covered by the new Agreement.
 - May propose further changes once UMB provost's office provides information requested about disposition of PMYR funds

XXXV Continuing Education and Distance Learning

We believe it is in the interests of the University to assure that courses developed specifically for on-line and continuing education are given adequate resources to ensure high quality. In particular, we are concerned that on-line continuing education courses not be treated as a "course-in-a-can" with new instructors rotated in to teach a set of

lessons designed by other faculty. We reaffirm the intellectual property rights of faculty over the course materials they have developed and offer these proposals to assure the high-quality of on-line and continuing ed. instruction:

- When a new course is developed specifically for on-line or continuing education outside of the traditional course-development process, the costs should include two rounds of development: \$6000 minimum before the class is taught to develop the course materials and \$4000 minimum after the class has been taught once to redesign the course based on the first-semester's teaching experiences.
- Establish a union-management committee to oversee the use of online education so that it does not undermine the hiring of faculty

XXXVI Successorship

Current Language

XXXVII Duration

Amend to provide that parties exchange bargaining demands on or before January 8, 2010, and that parties will commence negotiations for a successor Agreement no later than January 8, 2010. Amend other dates to conform as necessary.

Appendix A/B

Current language, but see Art. 34 above

Memoranda of Understanding

Anomaly increases:

Especially at higher levels (Associate and Full Professor) and in some colleges, salary compression is a significant problem; there is a need to ameliorate existing compression and inequities and to reduce their occurrence in the future.

We propose that there should be an annual dedicated and independent pool of anomaly monies to correct existing imbalances among the faculty and librarians and a transparent process with faculty involvement to be negotiated with MSP/FSU for determining how these anomaly allocations are made.

The above are general concept proposals only. Further, MSP/FSU reserves the unlimited right at any time to make any additional proposals in the event that the Employer/Administration shall propose to change any existing contractual language or past practice (other than to improve salary and benefits) and until the parties reach agreement on salary and related economic proposals.

We also note that the parties have agreed that certain proposals have been made, and jointly authorized negotiations have begun with respect to those proposals, within the Family Issues joint subcommittee. The resolution of those outstanding issues remains part of the main negotiations, and these issues may be returned to main table negotiations at the option of either party.

DCCDE CONTRACT PROPOSALS for three-year agreement:

- Increase standard course rate to equal the post probationary main unit rate (\$4,262 on 1/5/2007). Increase annually by total amount of raises.
- Increase the longevity bump by \$100 to \$250
- Add dues check-off for CE members not in the main unit.
- FSU to receive a list every semester, including winter and summer sessions, of who is teaching how many CE courses and the amount of CE salary received