MSP/FSU Bargaining Categories
July 1, 2014-June 30, 2017

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MSP/FSU BARGAINING PRINCIPLES  
July 1, 2014 – June 30, 2017

I. COMPENSATION

PRINCIPLE: Faculty and librarians must be fairly compensated. Fair compensation must take into consideration cost of living, cost of hiring, salary equity that is gender blind and recognizes the value of sustained contributions, and access to essential resources necessary to support excellence in job performance.

A. ATB/Merit Increases

B. Anomaly/Salary Equity

C. Research Support

PRINCIPLE #1: Excellence in research requires access to resources required to fully engage in the scholarly work of the broad range of disciplines on campus. The University shall provide a full range of resources to support research and will provide excellent administrative assistance to facilitate faculty efforts to acquire external research funds.

PRINCIPLE #2: Graduate education is a core mission of a research university and the cost of graduate instruction shall be set in a way to minimize the impact on graduate recruiting and retention and on internal and external resources for graduate education. The current University practice of cost shifting student curriculum fees to grants is preventing faculty from hiring more research assistants, and/or taking money away from research activities.

D. Gender-bias in Associate Professor Workload Assignment

PRINCIPLE: The joint labor/management worklife committee identified a disparate work assignment that is gender based and results in delayed promotion for female Associate Professors. This must be remedied.

E. Senior Professor

PRINCIPLE: Professional advancement and promotion shall be available throughout an academic career, and Full Professor shall not be a terminal rank. The rank of Senior Professor should be within reasonable possibility for any member having achieved the rank of Professor.

II. SUPPLEMENTAL BENEFITS

A. Health & Welfare Contribution (HELC Issue)

B. Tuition and Fee Benefits for Dependents of Unit Members (HELC Issue)
C. Worklife Issues

PRINCIPLE #1: In order to be productive and effective, faculty/librarians require a balance between the responsibilities of work and life.

PRINCIPLE #2: Accommodating dual-career couples enhances the stability and productivity of the university community, while supporting worklife balance for faculty and librarians.

PRINCIPLE #3: Parental leave should be available to all unit members regardless of full or part-time status, timing of birth/adoption or status of partner.

III. RIGHTS

A. Sabbatical

PRINCIPLE: Fix the flexible sabbatical system so that it functions as a real “bank”. Maximize the financial benefit, to both the University and unit member, of sabbatical leave. Assure consistent language for the entire bargaining unit.

B. Workload (Tenure Track Faculty)

Background: Among the most common issues arising in surveys of faculty are concerns about workload. Faculty have too much to do and too little time. To the point, the administration seems to think that faculty have limitless expandability of time for tasks. These principles provide the foundation for guiding workload to be more manageable and assure that our service and teaching responsibilities do not overwhelm our time for scholarly work.

PRINCIPLE #1: Faculty time is a scarce resource. When the administration proposes any new initiative or change in policy, it must consider faculty time as a cost, and just as it must identify the sources of funds or space to be used, it must identify the “sources” of faculty time; i.e. what will faculty now not do in order to do this new task, or how will they be compensated for their time?

PRINCIPLE #2: Research and scholarship is half the job of the typical tenure-stream faculty member. While fully acknowledging that education is at the core of the mission of any university, and especially a public university, it is also essential to recognize that producing the knowledge we eventually teach is also a core mission of a public university, especially one classified as Research I.

C. Workload (Non-Tenure Track Faculty)

D. Workplace Bullying
PRINCIPLE: Workplace bullying shall be recognized as a serious problem on campus and efforts shall be undertaken to minimize its incidence in the workplace.

E. Compensation for Union Activities

PRINCIPLE: The parties acknowledge the benefit of faculty/librarian engagement in union/labor related matters. To afford unit members the opportunity to engage in this important activity there must be alternatives to the traditional course/work load reduction.

F. Grievance Procedure

PRINCIPLE: Assure the process is doable and consistent with legal rights.

G. Evaluation of Teaching (AMHERST ONLY)

PRINCIPLE: Evaluation of teaching shall be performed in a way that minimizes the impact of student bias around age, gender or gender identity, minority status or sexual orientation. It shall be based upon a range of information that describes faculty effort, pedagogical design, student performance and other aspects of instruction.

H. Community Engagement

PRINCIPLE: Community and Civic Engagement is a central mission of the University and faculty/librarian effort in this domain shall be properly recognized in personnel actions.

IV. ARTICLE 20 – Librarians

- Clean up 20.7.3 so that librarians are evaluated for merit based on items listed in 20.10.3 (professional practice, scholarly and/or professional activities, and internal and external professional service).
- Assure consistent language for all unit members inclusive of Amherst and Boston.

V. ARTICLE 21 – Non-Tenure Track

PRINCIPLE #1: The professional qualifications and commitment of non-tenure track faculty to the University must be acknowledged. Non-tenure track faculty who has exhibited excellence in their areas of responsibilities and a long term commitment to the University deserve a reciprocal long term commitment from the University.

PRINCIPLE #2: Where non-tenure track faculty serves functions identical to tenure system faculty, they should be provided the same rights and benefits.
VI. ARTICLE 35

A. Continuing & Professional Education (CPE)/College
   1. CPE/CAPS-Periods of Responsibility
      Funding source can no longer be identified as the primary determinate of faculty compensation and working conditions. Where work performed is essentially the same, compensation and working conditions should also be essentially the same.

   2. CPE/CAPS-Periods of Non-Responsibility
      Funding source can no longer be identified as the primary determinate of faculty compensation and working conditions. Where work performed is essentially the same, compensation and working conditions should also be essentially the same.

B. Distance Education

MSP/FSU – Distance Education Proposal

This Agreement is entered into by and between the University of Massachusetts (hereinafter the Employer) and the Massachusetts Society of Professors/Faculty Staff Union/MTA (hereinafter the Union). It is the intention of the parties to address in this Agreement the ways in which distance education training and delivery impact the day and CPE/CAPS bargaining unit, and the way in which the collective bargaining agreement shall be interpreted as applied to distance education courses. All provisions of the respective collective bargaining agreement shall continue to be applicable consistent with the terms expressed therein except as modified by this Agreement.

I. Statement of Intent

In recognition of the mutual interests of both parties in supporting the exploration of high quality, pedagogically sound distance education opportunities, the parties are committed to attracting interested faculty to pursue initiatives in distance education, training and professional development in this area, and to the utilization of appropriate technologies in delivering quality distance education.

The parties recognize that current technology allows methods of instruction different from traditional instruction-in-the-classroom and specifically allows delivery of instruction to learners who are not bound within the walls of a campus classroom. For the purposes of this Agreement, distance education is defined as traditional classroom instruction, education, and training conducted at sites separated by space or time, which may utilize technology to facilitate learning.

The purpose of distance education is to enrich and to increase the availability of the curriculum offerings of the University. The parties recognize that the use of distance education is not intended to reduce or eliminate course offerings of the University or to reduce or eliminate bargaining unit positions at the University. The parties recognize that nothing in this agreement
is in any way intended to alter or amend rights granted under M.G.L. c. 150E with regard to unit positions and unit work.

II. Participation by Faculty Members

Participation by faculty in distance education will be voluntary. The decision by a faculty member not to be involved with distance education will not be negatively evaluated.

III. Evaluation of Faculty Members

No evaluation for purposes of Article XXXIII shall be required on a distance education instructor for the first and second offering of a course in a new modality. The parties agree to continue negotiations on revision of the existing evaluative instruments in order to make them responsive to the new modes of instruction.

IV. Class Size/Workload

Class size for the first two (2) course offerings in a particular mode shall be kept to a maximum of twenty five (25), unless the instructor agrees to a larger class size. Once two (2) offerings in a particular mode have been accomplished by the instructor, the class size shall be limited to thirty five (35) Additional student enrollment beyond the limitation shall be by agreement with the faculty of record and shall provide for additional compensation; teaching assistance; or reduction of workload as agreed to by the administration and faculty of record.

For purposes of this Agreement, class size is considered to be the aggregate number of students enrolled in a course.

V. Compensation

**Day Division Course Assignment** - distance education course assignments shall be compensated as a part of the regular workload and salary of a day division faculty member.

**CPE/CAPS Course Assignment** - distance education course assignments shall be compensated in accordance with the per student rate consistent with schedule A (attached).

**Course Adaptation** - Preparation of course materials has always been, and will continue to be, part of the contractual and professional responsibility of a faculty member assigned to teach. In recognition, however, of the potential for a labor-intensive effort which may be required to adapt a course to a distance education mode, including any training required to do so, those duties with regard to distance education courses shall either be incorporated into the regular workload of a day division faculty member by either course reduction or reduction in non-instructional duties, or the payment of a stipend, or both. The form of compensation shall be by mutual agreement of the faculty of record and administration.

Should the University offer a stipend for course adaptation and included training, without any workload reduction, the stipend will be no less than $1500 per credit for the course being adapted
to the new instructional mode; should the stipend be offered in combination with workload reduction, the stipend will be no less than $500 per credit.

VI. Distance Education Committee

There shall be established at each College a committee comprised of no more than three (3) representatives of management, and three (3) members of the MSP/FSU Unit at that College. This committee shall meet as necessary to discuss in advance distance education initiatives/opportunities to be offered by the College subsequent to this Agreement. This committee shall have no authority to modify or to add to the terms of this Agreement, but rather, shall serve as a vehicle to share information about campus distance education opportunities and to provide the MSP/FSU with an opportunity for effective input into those local opportunities and initiatives, including the process for selection of unit members for training opportunities. In no event shall the process for and/or the selection of unit members for training opportunities be arbitrary, capricious or unreasonable.

The committee shall be provided at the end of each semester a list of all unit and non-unit employees who have participated in distance education training or course delivery at the College together with the amount of compensation of any form received for each course.

VII. Intellectual Property Rights

Ownership - Faculty, professional staff members, and the Colleges shall retain the same proprietary interests and rights over course materials for distance education courses as they have under the existing collective bargaining agreement (Article 35.9) and applicable state and federal law.

College Use - Payment for course adaptation (whether in the form of workload reduction, stipend, or a combination thereof) shall entitle the College to the use, for two offerings, of the course and all course materials as developed/adapted in the event the unit member is offered the opportunity to, and does not agree to, teach the course as adapted for a minimum of two (2) times. If the unit member decides after the course is taught twice that he/she does not wish to teach the course, and the College chooses to continue to offer that distance education course through other faculty, the College shall pay to the originating unit member a stipend in the amount of $XX or, if CPE %. The payment of this stipend shall entitle the College to the use of the course and all of the course materials for a period of three years, at which time the course materials shall revert back to the originating faculty member. By mutual agreement of the College and originating faculty member, the stipend may be renewed for subsequent three (3) year periods.