



In Good Faith

THE MSP LOWELL NEWSLETTER



Funding State Employee Contracts

After attaining an historic 8% raise over three years in agreement with the administration, we, along with all other state employee groups, are waiting for the Massachusetts Legislature to authorize the funding that Governor Healey agreed upon, and indeed that the Governor's office proposed.

On Thursday, November 30, a dozen members of three unions on campus (MSP, SEIU, and GEO) met to take a public stand requesting that legislators authorize state employee funding. Action is still needed and **you** can help with publicizing this important issue. As a member of MSP-Lowell, please call your legislators and ask them to sign on the Mass AFL-CIO letter demanding that legislative leadership fund our raises immediately—thank them if they have already done so.

President's Report

Dear Colleagues,

I hope that you're having a great fall semester! This has been a busy semester for MSP. We are in the final stages of creating a non-tenure track for MSP librarians. We have clarified the expedited tenure review process. We are working on ways to make the sick leave bank sustainable going forward. And we continue to push for the funding of our contracts, currently in a supplemental legislative budget that includes migrant funding.

On behalf of the MSP executive board, I am pleased to invite you to the MSP fall general meeting, to be held in hybrid form at 1:30 PM on Monday December 4 in O'Leary 222 South campus. The zoom link is <https://us02web.zoom.us/j/87604888125?pwd=WVl4NEV2bFNnMGt1OENCaGhmeWZBUT09>

Meeting ID: 876 0488 8125 // Passcode: 7AMQZ5

At this meeting, we will be updating members on the sick leave bank issue and reporting out results of the deans' evaluations, as well as contract funding news. We also look forward to hearing from you about comments and concerns.

As always, please be in touch with me or any executive board member with questions, comments or suggestions.

Wishing you a wonderful holiday season and a well-earned holiday break!

Sincerely,

Carol McDonough || MSP-Lowell President

WORKING CONDITIONS

Academic Freedom in Online Courses

John Brown

On 12/19/22, Vice Provost Steve Tello and Dean of Graduate, Online & Professional Studies, Nancy Ludwig met with The Graduate Policy Academic Committee or GPAC to clarify the Office of Continuing Education's guidelines on the academic freedom of faculty when developing and teaching online courses. The Office of Continuing Education is now part of the Division of Graduate, Online & Professional Studies, GPS for short.

During this meeting, Vice Provost Tello explained that faculty who teach online courses, whether taught as part of their load or as overload, whether graduate level or undergraduate, whether the course was developed by them or someone else, have all the same rights to academic freedom that faculty have when teaching face to face, on campus courses. He said that senate policy and in the Collectively Bargained Agreement between the UML Board of Trustees and MSP-Lowell speak directly to a faculty member's right to academic freedom.

He made it clear that *faculty have the right to:*

- **determine which textbooks are assigned to students,,**
- **construct course assignments and assessments as they see fit,**
- **design instructional materials in keeping with their own professional judgements,**
- **and to use their own professional judgements to teach online courses as they see fit.**

He made it clear that all curriculum decisions are made by University faculty through the Faculty Senate, and the academic departments in which they work, and that changes to academic programs and curriculum typically progress through an academic review process that includes a review by faculty coordinators, department faculty, college faculty and/or school curriculum committees, Faculty Senate and the Provost's Office.

He said that the right to academic freedom does not conflict with the intellectual property rights of faculty who generate course materials for online courses. He stated that the scheduling of online courses each semester is typically done by the academic department and faculty coordinator in consultation with GPS. He stated that since 1996, GPS has paid Faculty Authors a one-time stipend for course development of \$5,000 after that course has run for the first time. He said that Faculty Authors receive a \$500 royalty stipend each semester that they allow the course to be reused by another faculty member.

Continued on Page 4

Grievance Coordinator's Report

MSP makes every effort to enforce your contractual rights and benefits, and one way to do this is through the grievance process. Note that a grievance is not just a general complaint, but rather is a potential violation of an express provision in our collective bargaining agreement (CBA) contract. A link to our CBA contract is here: <https://sites.uml.edu/msp/contract/>

When a faculty member believes that their contractual rights have been violated, they should contact the MSP Grievance Coordinator to discuss the matter as soon as possible. Keep in mind that a faculty member only has 30 days from the date of the violation to file a 'timely' grievance, so don't delay in reaching out to the Grievance Coordinator.

If you believe your contractual rights have been violated, are not sure if they have been violated, or simply have a question about the CBA contract or your rights, please contact Grievance Coordinator Kelly Socia for an informal conversation as soon as possible.

Faculty can easily schedule an informal phone/zoom/in-person chat with Kelly via the following Calendly link: <https://calendly.com/ksocia/grievance-consultation>

Alternatively, faculty may always email Kelly (ksocia@gmail.com) via their personal non-uml.edu email address to discuss any and all issues relating to the CBA contract.

continued p. 7



MEMBERS SAVE UP TO 10% OFF TICKETS TO UNIVERSAL STUDIOS

SAVINGS OF 30-70% ON TOP QUALITY HEARING AIDS

SAVE UP TO 75% ON FDA APPROVED MEDICATIONS

For for more information about MTA benefits go to
www.mtabenefits.com

SITES.UML.EDU/MSP/

Continued from page 2

Tello said that faculty who develop online courses possess legal rights to the materials they place in the online course shell, assuming they are the author of those materials.

He also made a distinction between ownership of the materials a faculty member uploads into an online course (e.g., syllabus, lecture notes, assignments) and ownership of a course in regard to scheduling of a course. While a faculty member may have ownership of the materials they use in an online course, the decision to schedule an online course is made by the academic department and faculty coordinator, in consultation with GPS. For scheduling purposes "a course" is essentially defined by a course number, a title and course description, not curricular materials. He added that the office of continuing education does allow faculty to partially and/or completely change any online course they are scheduled to teach, as they see fit, but that faculty should not change specific course documents (such as lecture notes) that were developed by the original online faculty members who developed a course, not without their expressed permission. He suggested that faculty who wish to make significant changes to courses should work through their coordinators, colleagues and with their chairs before doing so. He added that GPS should be informed regarding such significant changes as such before they are implemented in Blackboard as there may be financial and scheduling impacts.

He said that GPS is "agnostic" regarding the issue of the "individual model" and "the department model," referring to the practice where some departments decide to collectively possess the intellectual property of the curriculum of specific courses rather than having individual faculty possess the IP of course materials. He made it clear that GPS is governed by all the same policies and regulations that the rest of the university is subject to. He informed us that GPS does not typically bring new programs, program changes or courses to the Faculty Senate, because GPS works with academic departments on program changes and new program development.

Faculty members who have specific questions regarding their right to academic freedom should contact their MSP representative to the Executive Board. A list of College Representatives is on the MSP website.

WHO IS MY REPRESENTATIVE?

Michael Ciuchta
Business
mpciuchta@gmail.com
978.934.2993

Patricia MacCulloch
Health Sciences
macjpgc@gmail.com
978.934.4752

John Brown
Education
jbrown4343@gmail.com
978.934.4656

Ellen Keane
Library
macjpgc@gmail.com
978-934-4594

Edward Hajduk
Engineering
ehajduk@mac.com
978.934.2621

Michael Graves
Sciences
cornhusker1963@yahoo.com
978.934.2887

Janet Welby
Fine Art & Humanities
janet.welby@comcast.net
978.934.3879

Kelly Socia
Social Sciences
cornhusker1963@yahoo.com
978.934.4999

Asil Oztekin
At-large (TT)
asiloztekin@yahoo.com
978.934.2714

Ofer Cohen
At-large (TT)
ofercohenuml@gmail.com
978.934.4913

Arthur Mittler
At-large (TT)
arthurnmimittler@gmail.com
978.934.3775

Johanna Choo
At-large (CTF)
johanna_choo@yahoo.com
978.934.2678

Tao Gao
At-large (TT)
Tao_Gao@uml.edu
978.934.5236

Katie Shrieves
At-large (CTF); news editor
katie@shrieves.net
978.934.4089

EXECUTIVE OFFICERS

Carol McDonough
President
carolcm@comcast.net
978.934.2784

Mary Elizabeth Hooker
Secretary
maryehook84@aol.com
978.934.4424

Tibor Beke
Vice President
tbeke123@yahoo.com
978.934.2445

Kelly Socia
Grievance Coordinator
ksocia@gmail.com
978.934.4999

Johanna Choo
Treasurer
johanna_choo@yahoo.com
978.934.2678



Massachusetts Society of Professors Lowell

Representing Faculty and Librarians on the UMass Lowell Campus



Continued from page 3

This Grievance Coordinator Report summarizes some of the grievances that have been formally filed, are still in process, or have otherwise been resolved over the last few months. For every grievance that gets formally filed with the Administration, there are many other instances where a potential contract violation ends up informally resolved to the satisfaction of MSP and the faculty member(s) involved. For every contract violation that results in the MSP filing a formal grievance with the administration, there are perhaps five (potential) contract violations that end up informally resolved before they get to that point.

New Grievances Filed

- *Denied salary increase.* A faculty member was appointed to an administrative position years ago as an associate professor, and returned to the faculty ranks as an associate professor the following year. Years later, they were promoted to full professor, but were denied a salary increase by the administration, seemingly because of a clause contained in their prior administrative appointment contract. MSP contends that the clause was not only unclear, it was also a contract violation due to direct dealing. In short, the administration cannot bargain directly with an employee to give up their union rights either now or in the future.

Ongoing Issues

- *New librarian positions.* Previously, the University created multiple new librarian positions that we believe should be appropriately placed in the MSP unit, but instead were placed the positions in the SEIU professional unit. MSP and the administration are actively negotiating over which positions will be placed in MSP and which will be in SEIU.
- *Under-enrolled GPS overload courses.* MSP previously filed a grievance on behalf of a faculty member who was offered a per-student rate for an under-enrolled GPS online course, rather than the minimum per-course stipend identified in the contract. Arbitration is scheduled for this spring over this issue.
- *Visiting Professors.* MSP previously filed a grievance over the administration keeping visiting professors for longer than the maximum four years specified in the contract. The administration has worked to reduce the number of visiting professors whose positions are not in compliance with the contract, and is working on plans to finish converting some remaining positions as teaching-track lines become available.

Continued on the next page

Grievance Coordinator's Report, continued

Resolved Issues

- *Salary review details.* MSP and the administration successfully negotiated an (new) agreement about the salary review process wherein administration must provide reasons at each level of review if a faculty is denied a salary increase.
- *Dean's 'custom' 16a form.* A Dean required faculty to submit a 'custom' form that was different from the contractually-approved 16a form, under threat of an 'unsatisfactory' determination for not using that form. After MSP filed a grievance, the administration agreed that the Dean would no longer request that faculty submit anything besides the standard 16a form, and that no adverse personnel actions would be taken against faculty who had earlier refused to submit the custom form.
- *Parking garage fees.* MSP filed a cease and desist letter to stop the administration from increasing parking fees for faculty who would be parking at a city-owned garage that UML contracted for faculty parking. While the city is free to raise its rates charged to UML for use of the garage, MSP contends that the MSP contract sets all parking fees for MSP faculty, and any increase must be bargained over. To date, UML has not attempted to increase said fees for MSP faculty.
- *Fall cancelled courses.* Just before fall semester, multiple faculty were informed that one of their courses would be cancelled for the fall. This notice was given within the three-week period before the start of the semester. This violated the contract (see p. 95, and the Know Your Contract section in this issue). After MSP intervened, all faculty members were able to continue with their previously scheduled fall courses.

Know Your Contract

The CBA contract has provisions that protect faculty from having their course assignments cancelled or altered too close to the start of the semester. Specifically, Article XVI, section D.1.d. (p. 95) notes:

"...Faculty assignments will not be altered without individual faculty consent after six (6) weeks before the start of the next semester except for reasons that justify the major disturbance of the faculty members' preparation efforts. Assignments shall not be altered after three (3) weeks before the start of the semester except in cases of enforceable and demonstrable emergency."

What this means in plain language is if it is within 3 weeks before the start of the semester, then courses cannot be canceled or altered unless there is an emergency. (Low course enrollment is not an emergency). If it is within 6 weeks before the semester starts, courses can only be canceled or altered if a) the individual faculty member consents to the cancellation/alteration or b) there are 'reasons that justify the major disturbance.' Whether a given 'reason' is justifiable or not is open to interpretation, and could result in a grievance if the faculty member and/or MSP do not feel the given reason is sufficient.

Please note that for spring 2024, December 5th is the 6-week-prior deadline, and December 26th is the 3-week-prior deadline.

CONTACT US

Elizabeth Heng
Administrative Assistant
msplowellassistant@gmail.com