**FSU PROPOSAL 9/19/24**

**NOTE: THE FSU IS PROPOSING THE ELIMINATION OF THE ASSOCIATE LECTURER RANK IN ARTICLE 21. REFERENCES TO ASSOCIATE LECTURER HAVE BEEN DELETED IN THE FSU ARTICLE 26 PROPOSAL. ACCEPTANCE OF SUCH DELETIONS WILL BE CONTINGENT ON THE ACCEPTANCE OF THE FSU’S PROPOSAL TO ELIMINATE THE ASSOCIATE LECTURER RANK**

# **Article 26. Salaries**

* 1. Across-the-Board (ATB) Salary Increases. If the cost items described below become effective in accordance with Article 30, as well as the other eligibility provisions contained in Article 26, then: the ATB increases will be given effective on the dates specified.
     1. Schedule of ATB Increases: The following table describes the implementation of across-the-board (ATB) salary increases throughout the life of this Agreement with the qualifications described below in Sections 26.1.2 through 26.1.3.

|  |  |  |  |
| --- | --- | --- | --- |
| Eligibility: Bargaining-unit member on payroll as of: | Increase takes effect first full pay period of: | Increase based on salary in effect on: | Across-the-board increase to base salary amount: |
| June 30, 2023 | July 2023 | May 1, 2023 | 4.0% |
| December 31, 2023 | January 2024 | May 1, 2023 | 4.0% |

1. Effective the first full pay period of July 2023, otherwise eligible members of the bargaining unit shall receive a base salary increase of four percent (4.0%) based on the salary in effect on May 1, 2023. To be eligible for this salary increase, an employee must have been on the payroll on June 30, 2023
2. Effective the first full pay period of January 2024, otherwise eligible members of the bargaining unit shall receive a base salary increase of four percent (4.0%) based on the salary in effect on May 1, 2023. To be eligible for this salary increase, an employee must have been on the payroll on December 31, 2023
   * 1. Eligibility Criteria: The salary increases described in Section 26.1.1 above shall be distributed to each bargaining-unit unless (1) the Department Head and Department Personnel Committee both agree that the increase should be denied, and

(2) the procedures specified in Article 17, "Failure to Perform Minimum Assigned Duties," have progressed to the imposition of sanctions specified in Article 17.3.2. To be eligible for any salary increase referenced in Section 26.1, an otherwise eligible employee must

have a “satisfactory” performance rating and must either a) be on the payroll or be on an approved unpaid leave during the pay period in which the salary increase is implemented or b) be retired, deceased, or have been laid off since the effective date of this increase. Those who leave voluntarily before the implementation date of the increase will not be eligible for any retroactive increase provided, however, that the amount of retroactive pay to which they otherwise would have been entitled will be calculated and distributed to FSU members in accordance with the RES provisions in 26.6.

If an eligible bargaining-unit member is denied this increase, he or she may have such denial reviewed by the Dean, who shall review all the circumstances of said denial. If the Dean disagrees with the decision to deny the increase, the bargaining-unit member shall receive the increase. If the Dean agrees with the denial, the bargaining-unit member may have such denial reviewed by the Chancellor, who shall review all the circumstances of said denial. If the Chancellor disagrees with the denial, the bargaining-unit member shall receive the increase. If the Chancellor agrees with the denial, the bargaining-unit member may have the denial reviewed by the President, who shall review all the circumstances of said denial. If the President disagrees with the denial, the bargaining-unit member shall receive the increase. If the President agrees with the denial, the bargaining-unit member may, with the approval of the

Union, request review of the denial by a tripartite panel consisting of one member designated by the Union, one member designated by the President, and one member jointly selected by the parties from a standard list of arbitrators designated by the Chairperson of the Board of Conciliation and Arbitration. The standard of review shall be whether the Administration can demonstrate by compelling evidence that the denial of the increase was justified and that the Administration did not change its standards after the date of this Agreement in order to effect the denial. If a majority of the panel determines that the denial of the increase was not justified, the bargaining-unit member shall receive the increase retroactive to the effective date. The panel's review shall be conducted on an expedited basis, without the submission of written briefs, and shall be final. The parties will share equally in the payment of the arbitrator. The amount of all increases denied, if any, shall be redistributed to each bargaining- unit member on a pro rata basis.

* + 1. Each bargaining-unit member who was not on the payroll on the eligibility date of an increase specified in Section 26.1.1 but who is appointed during the subsequent academic year to the same position they held at any time during the previous academic year, and who meets the eligibility criteria for satisfactory performance set forth in Section 26.1.2 shall receive the salary rate increase specified in Section 26.1.1, effective on the date of appointment based on the salary on the last date of appointment during the previous academic year.
    2. A Classification/Adjustment Pool equal to $500 per FTE in the bargaining unit shall be established. (A pro rata amount shall be utilized for less than full time bargaining unit members.) The calculation of the Classification/Adjustment Pool shall be determined based on the average number of bargaining unit members for the last calendar year from May 1, 2022 – May 1, 2023 and shall be distributed in accordance with Article 26.1.5.
    3. The Classification/Adjustment Pool described in Article 26.1.4 shall be distributed as follows:

1. Increase the summer/winter per course rate by $400 per course to $5,500.
2. Increase the anti-racism funds by $20,000 (to be added to the $25,000 in RES funds dedicated to anti-racism).
3. Increase the salaries of all Librarians by $1,000 per year.
   1. Merit Increases. If the cost items below become effective in accordance with Article 30, the campuses will implement the following merit increases. The following table describes the implementation of merit increases throughout the life of this Agreement with the qualifications described below in Sections 26.2.2 through 26.2.3.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Eligibility:  Bargaining-unit ember on payroll as of: | Period of Performance Reviewed for Merit | Increase takes effect first full pay period of: | Payroll snapshot date: | Campus merit pool amount: |
| June 30, 2020 | AY 2019-2020 | July 2020 | May 1, 2020 | 0.5% |
| June 30, 2021 | AY 2020-2021 | July 2021 | May 1, 2021 | 0.5% |
| June 30, 2022 | AY 2021-2022 | July 2022 | May 1, 2022 | 0.5% |

1. In addition to the July 2020 ATB increase described in 26.1, there shall be established a merit pool equal to one-half percent (0.5%), based on a payroll snapshot date of May 1, 2020. The period of performance reviewed for such a merit award will be AY2019-2020. The determination of merit pay shall be in accordance with the provisions of Article 26.
2. In addition to the July 2021 ATB increase described in 26.1., there shall be established a merit pool equal to one-half percent (0.5%), based on a payroll snapshot date of May 1, 2021. The period of performance reviewed for such a merit award will be AY2020-2021. The determination of merit pay shall be in accordance with the provisions of Article 26.
3. In addition to the July 2022 ATB increase described in 26.1., there shall be established a merit pool equal to one-half percent (0.5%), based on a payroll snapshot date of May 1, 2022. The period of performance reviewed for such a merit award will be AY2021-2022. The determination of merit pay shall be in accordance with the provisions of Article 26.
   * 1. Schedule of Merit Increases: Merit pay will be suspended through June 30, 2024.
     2. Eligibility: Except as excluded below in Sections 26.2.3, all bargaining-unit membersshall be eligible for merit increases, including but not limited to the following:
4. Those funded through a grant, contract or trust fund, provided that sufficient funds are available in the account in accordance with Article 30.2.
5. Those on sabbatical leave, provided that payment shall be proportionate to the bargaining-unit member's fraction of appointment during the term of the sabbatical leave and shall be raised to the appropriate rate of increase upon their return to regular duties.
6. Those on paid leave.
7. Those on leave without pay, provided that payment shall not commence until regular duties have been resumed.
8. Those who are part-time bargaining-unit members, regardless of their full-time equivalency.
9. Those who are non-tenure-track bargaining-unit members.
10. Those on temporary assignment to other departments/ programs/ libraries, provided that they shall be counted for allocation purposes in the department/

program/ library where normally employed to the extent of the fraction of appointment in the department/ program/ library where normally employed.

To be eligible for any salary increases referenced in Article 26.2, an otherwise eligible employee must have a “satisfactory” performance rating and must either a) be on the payroll during the pay period in which the salary increase is implemented or b) be retired, deceased, or have been laid off since the effective date of the increase. Those who leave voluntarily before the implementation date of the increase will not be eligible for any retroactive increase provided, however, that the amount of retroactive pay to which they otherwise would have been entitled will be calculated and distributed to FSU members in accordance with the RES provisions in Article 26.6 below.

* + 1. Excluded from eligibility for merit awards are the following bargaining-unit members:

1. Those in the first academic year of their initial appointments;
2. Those whose appointments are not being renewed;
3. Those who will separate their employment with the university before the effective date of such a merit increase;
4. Those not being recommended for tenure by the Chancellor;
   * 1. Periods of review: Review of a bargaining-unit member’s performance for the purposes of considering a merit award shall include only those activities documented in that person’s annual review for the academic year (September 1 through August 31) identified in Section 26.2 above.
     2. Calculation of campus merit pool: The value of each campus’s total merit pool shall consist of the listed percentage of the aggregate of all of that campus’s bargaining-unit members’ salaries as of the “snapshot date” identified in Section 26.2.
     3. Calculation of the average FTE merit amount: The value of each campus’s total merit pool shall be divided by the total number of full-time-equivalent bargaining-unit members as of the “payroll snapshot date.” The resulting number shall be the campus’s average FTE merit amount.
     4. Calculation of department and college/school/library merit pools: Each campus shall have two kinds of merit pools: A pool (Pool A) for each department/analogous unit

(“department-level unit”) and a pool (Pool B) for each college/school/library/analogous unit (“college-level unit”). For all college-level units (including Libraries) that are not subdivided into departments, the following references to department-level units shall mean college-level units. The two merit pools shall be distributed to bargaining-unit members in accordance with Article 11 or Section 20.3 to recognize meritorious performance:

1. Pool A for each department-level unit shall equal 50% of the campus’s average FTE merit amount multiplied by the total number of eligible bargaining-unit FTEs in that department-level unit as of the snapshot date.
2. Pool B for each college-level unit shall equal 50% of the campus’s average FTE merit amount multiplied by the total number of eligible bargaining-unit FTEs in that college- level unit as of the snapshot date.
   * 1. General criteria for the award of merit: Merit awards shall not be distributed across-the- board and shall not be limited to a pre-determined percentage or category of bargaining- unit members eligible. Bargaining-unit members shall be evaluated for merit only on the basis of their assigned duties, except as otherwise provided in Article 21. Those on joint appointment shall be considered for merit within each respective department based on their job responsibilities within that department. As part of the annual merit-award process, the Provost will remind Personnel Committees and administrators involved in the merit process of the eligibility requirements and of these general criteria.
     2. Specific principles for the award of merit: No later than October 1 of each year, the Personnel Committee of each department-level unit and the Dean/Director of each college-level unit shall disseminate to the bargaining-unit members within their

respective units the principles upon which merit awards will be decided for Pools A and B, respectively. Such principles shall not be subject to grievance.

* + 1. Merit review process:

1. Information Provided to Departments: The Administration shall provide Departmental and Library Personnel Committees with a merit spreadsheet that lists all eligible bargaining-unit members and the total funds available in Pools A and B.
2. For Pool A: The Personnel Committee of each department-level unit shall consider

each eligible bargaining-unit member’s performance based on the applicable annual review conducted under Article 20 (for librarians) or Article 33 (for faculty) of this Agreement and shall determine the amount (if any) of a merit award they should receive from Pool A. Such determinations shall be final except that they may be

remanded by the Administration to the department for good reason explained in writing by the Administration. The Administration shall simultaneously provide the Union with a copy of any such remanded determinations.

1. For Pool B: The Administration shall invite from department-level Personnel Committees and Chairs recommendations for merit awards for the bargaining-unit members within that unit. The Administration shall consider such recommendations and shall consider each eligible bargaining-unit member’s performance based on the applicable annual review conducted under Article 20 (for librarians) or Article 33 (for faculty) of this Agreement and shall determine the amount (if any) of a merit award they should receive from Pool B. Such determinations shall be final and shall not be subject to grievance.
2. Notifications: The Administration shall notify each eligible bargaining-unit member of the amount of their award and how much of the award comes from Pool A and from Pool B. Notification under this provision shall be provided within 30 days after the scheduled effective date of the increase. The Administration will provide to the Union one or more spreadsheets listing all merit awards in each department, and the Union may inform its members of the various departments’ median and range of merit distribution.
   * 1. Merit review committee: The Union and the Administration will jointly convene a committee each year to assess compliance with the requirements of this Agreement for award of merit increases to non-tenure-track faculty members in the bargaining unit. The committee will have the authority to ask for additional information and reconsideration in

cases where such compliance appears not to have been observed. Provided, however, that this committee is suspended for the life of this contract.

* 1. a. Promotional Increases: A bargaining-unit member who receives a promotion shall receive the base-salary increase shown below, effective on the same date as the promotion which shall take effect September 1st following the academic year in which the successful review takes place.

**For Promotion to the Rank of** **Increase to Base Salary for 100% FTE By Rank**

|  |  |
| --- | --- |
| Senior Lecturer/Clinical Senior Lecturer | $8,000 |
| Senior Lecturer II/Clinical Senior Lecturer II | $9,000 |
| Senior Lecturer III/Clinical Senior Lecturer III | $10,000 |
| Clinical Assistant Professor | $8,500 |
| Clinical Associate Professor | $9,800 |
| Clinical Professor | $15,000 |
| Assistant Professor | $9,000 |
| Associate Professor | $10,400 |
| Professor | $15,700 |
| Librarian II | $7,500 |
| Librarian III | $9,000 |
| Librarian IV | $10,400 |
| Librarian V | $11,600 |

b. Longevity Raises: Bargaining unit members shall receive base-salary increases for service time   (calculated as calendar year time since hire date, inclusive of all approved paid and unpaid leaves) as follows:

**Years of Service**                                          **Increase to Base Salary for 100% FTE By Rank**

|  |  |
| --- | --- |
| 10 Years of Service | $5,000 |
| 20 Years of Service | $10,000 |
| 30 Years of Service | $15,000 |
|  |  |

c. Retention Raise for Pre-Tenure Track Faculty: Upon successful completion of a 4th year review, pre-tenure tenure track bargaining unit members will receive a base-salary increase of $3,000.

d. Salary Increases And Stipends For Program Directors (PD’s), Graduate Program Directors (GPD’s) and Directors of Undergraduate Studies (DUGS): Bargaining Unit members will receive an increase to base salary of $5,000 upon appointment to the position of PD, GPD, or DUGS.

Bargaining unit members who serve as PD, GPD, or DUG will also receive a $3,500 stipend in addition to the stipend they were already receiving. This stipend will be paid at the end of every academic year in which the bargaining unit member is serving in the role of PD, GPD, or DUGS.

* 1. 26.4.1 Salary Floors: The salary floors for all bargaining-unit members shall be as follows, effective July 1, 2024:

|  |  |
| --- | --- |
| **Rank** | **Base Salary Floor for 100% FTE by Rank** |
| Instructor | $65,000 |
| Assistant Professor | $85,000 |
| Associate Professor | $95,000 |
| Professor | $115,000 |
| Lecturer/Clinical Lecturer | $65,000 |
| Senior Lecturer/Clinical Senior Lecturer | $75,000 |
| Senior Lecturer II/Clinical Senior Lecturer II | $85,000 |
| Senior Lecturer III/Clinical Senior Lecturer III | $95,000 |
| Clinical Assistant Professor | $75,000 |
| Clinical Associate Professor | $85,000 |
| Clinical Professor | $105,000 |
| Librarian I | $65,000 |
| Librarian II | $75,000 |
| Librarian III | $85,000 |
| Librarian IV | $95,000 |
| Librarian V | $105,000 |

Salary floors for faculty ranks are for nine-month appointments and will be adjusted accordingly for twelve-month appointments, except as provided in Article 14.3.

26.4.2 .

* 1. Salary Scales. Salary increases made pursuant to this Article shall not be subject to the limits of the general salary scales for employees of the Commonwealth.
  2. Funds to Support Bargaining-Unit Members.
     1. In each year of the Agreement, the Administration shall make available the following funds to support the success of bargaining-unit members whose appointments are 50% FTE or greater. These funds are not intended to supplant existing discretionary funds being distributed by the colleges for similar purposes. Awards from these funds shall be made by the University Administration in response to applications from bargaining-unit members that indicate the proposed use of the requested funding and are subject to the qualifications and limitations described below.

1. In each year of the agreement, a Research and Educational Support fund of $150,000 will be allocated to the Provost’s Office and expended for the purposes of professional development, to include:

1. A $150,000 pool from which individual awards of up to $500 will be made to bargaining-unit members who are active in research. Out of those funds, a total of $37,500 will be reserved exclusively for support of non-tenure-track faculty and librarians. All awards from the research support fund are subject to the qualifications and limitations described in Section 26.6.2 of the current collective bargaining agreement; provided that, if the total applications described in this paragraph exceed the respective pool, the Union and the University shall determine how the pool(s) shall be apportioned among those faculty members who had applied for funds in accordance with this paragraph. The funds referred to in this paragraph must be expended during this fiscal year.

2. In each year of the agreement, an additional $100,000 pool of funding shall be allocated to and distributed by the Provost’s office in consultation with the FSU to support anti-racism activities for faculty and librarians. The consultation referenced here will consist of the following: Upon request by the Union, the parties will meet no later than May 31st of each calendar year, unless agreed otherwise by the parties, to review and discuss options for the expenditure in the current fiscal year of the $100,000 allocated to racial justice initiatives for that fiscal year. These options will be designed to support the racial justice priorities of the University within the allocated $100,000 budget. Additionally, both the union and the administration may propose initiatives and programs consistent with this guidance. Upon the conclusion of consultation among the parties as to how the $100,000 racial justice initiative funding will be spent during the fiscal year, the provost will provide final approval and the parties will advise relevant offices in the university as needed to implement the agreement. Upon request, the administration will provide a final accounting of how funds were utilized upon conclusion of the fiscal year. Once the $100,000 payment is allocated, no further payment will be owed under this provision.

3. If, on June 1st in each fiscal year of the contract, there remain unspent funds from any of the pools described in 26.6.1(b), the unspent funds will be transferred to the Healey Library budget.

1. In the year of the agreement, an annual Travel Fund pay unit members for eligible travel expenses incurred in presenting their research, scholarship, or creative activity at conferences. Reimbursement shall not exceed

$1,500 per person per year of this Agreement. The funds for this program will be allocated to and administered by the Provost’s’ Office and may be paid either as a reimbursement or paid in advance by the university. The criteria for accountability and expense eligibility in effect and provided to the Union in 2012 will continue to be applied for the life of this Agreement.

1. The University will pay all costs related to visas and Green Cards for international faculty and librarians and their partners and dependents.

The University will provide information to all international faculty and librarians, including new hires, about visa options and the implications of applying for different visas.

1. The university will make a faculty member or librarian financially “whole” in cases where an external fellowship does not cover the employee’s full salary.

* + 1. Qualifications & Limitations: All funds awarded for the Research and Educational Support Fund must be expended during the fiscal year in which they are allocated, and all expenditures must conform to all applicable requirements of University rules and regulations and state law, including the following:
       1. These funds may not be used to enhance salary rates of or pay salary bonuses to bargaining-unit members, or for any other purpose subject to personal income tax with these exceptions: They may be used for student payroll on "CC" funds. They may be used for reimbursement of allowable dependent-care expenses associated with approved professional travel by bargaining-unit members; the University shall report such reimbursements as taxable income to the bargaining-unit member.
       2. The Commonwealth of Massachusetts will hold title to any materials or equipment purchased in whole or in part with these funds.
       3. These funds may not be used to lease space.
       4. Freight costs must be included in the price of any material or equipment purchased. Equipment purchased with these funds must arrive on campus by the end of the fiscal year in which it is ordered.
       5. Equipment rentals paid for with these funds must terminate by the end of the fiscal year in which the funds were allocated.
       6. Travel paid for with these funds must begin and end during the fiscal year in which the funds are allocated.
       7. Requisitions for materials and equipment purchased with these funds must be received in the Procurement Office by March 31 of the fiscal year in which the funds are allocated.
       8. Purchase Orders for materials and equipment purchased with these funds must be received in the Procurement Office by March 31 of the fiscal year in which the funds are allocated.
       9. Any purchase that totals $1000 or more is subject to the requirements of the University bid process (unless covered by a Massachusetts Higher Education Consortium contract or State contract). Bargaining-unit members who anticipate utilization of this process must contact their Dean's office for instructions.
       10. Reimbursements will not be allowed except for travel expenses, allowable dependent- care expenses, conference fees, subscriptions, books, tuition, and professional memberships.
  1. Retention Increases to Salaries. In accordance with past practice, the Administration may grant salary increases to bargaining-unit members as a response to an alternative offer of employment or recruitment of a bargaining-unit member by another employer. Any such salary increases shall not be governed by the provisions of Article 26.1 through 26.2 of this Agreement. Department Personnel Committees shall be provided an opportunity to comment on any such increases before they are implemented, and a list of such increases shall be provided to the Union annually. Such increases shall not be subject to Article 25, Grievance Procedure.
  2. MTA VOTE Deductions: Payroll deduction shall be permitted for unit members who wish to participate in MTA’s VOTE, a political action committee. All payroll deductions for unit members shall be allocated in equal amounts in each paycheck. A bargaining-unit member who wishes to participate must consent in writing to the authorization of the deduction from his or her wages and to the designation of VOTE as the recipient thereof. Such consent shall be in a form acceptable to the Administration and shall bear the signature of the bargaining- unit member. A bargaining-unit member may withdraw his or her authorization by giving at least sixty days’ notice in writing to his or her campus personnel office. The Administration shall deduct contributions from the pay of bargaining-unit members who request such a deduction in accordance with this Article and transmit such funds to the VOTE holding account within thirty days after the last day of the month in which the deduction is made, provided that the Administration is satisfied by such evidence as it may require that the treasurer of VOTE has given a bond, in a form approved by the Administration, for the faithful performance of his or her duties in a sum and with such surety or securities as are satisfactory to the Administration. The Union will defend the Administration against any and all claims arising from or related to this Article.
  3. Anomaly Increases. A salary anomaly exists whenever a faculty member or librarian is paid at a salary that is significantly lower than his or her colleagues in the same discipline (or closely related discipline) who have similar records of accomplishment and similar seniority, and where there exists no legitimate reason for the disparity (e.g., prior merit awards or a starting salary based on a prior distinguished record).
     1. Anomaly Increases.

1. Eligibility: All tenure-system bargaining-unit members, Clinical Assistant Professors, Clinical Associate Professors, and Clinical Professors in the Manning College of Nursing and Health Sciences, and librarians are eligible for anomaly increases.
2. University Anomaly Committee: There shall be a standing committee referred to as the University Anomaly Committee (UAC), which shall be composed of an equal number of Union and Administration representatives and a non-voting representative from the Department of Human Resources. The UAC shall develop and maintain its rules and procedures for determining the existence of an anomaly and/or whether a salary adjustment is warranted.
3. Periodic Reviews: Following a successful fourth-year review, favorable tenure decision, promotion to professor, Periodic-Multi-Year Review (or in the case of librarians, following the initial appointment, granting of a continuing appointment, Periodic Multi-Year Review; or in the case of Clinical Professors, all ranks, in the Manning College of Nursing and Health Sciences, following promotion to Clinical Associate Professor, or Clinical Professor), or whenever, by annual review or other means of identification, a gross anomaly appears to exist, the Administration shall analyze the salary of a bargaining-unit member to determine whether an anomaly exists. Such analysis shall consist of a review of the bargaining-unit member’s salary history compared with their colleagues in the same discipline (or closely related discipline), including starting salary, length of service, merit awards, and any other salary adjustments.
4. Process: The UAC shall review the analysis prepared by the Administration and any other such data requested by the UAC and may consult with bargaining-unit members, Personnel Committees, Department Chairs, Deans, or others, and shall determine whether one or more salary adjustments are warranted. The UAC shall prepare and submit to the Provost a report of any such determinations.
5. Effective Date: Any salary adjustment based on the UAC’s determination shall become effective on September 1st of the next academic year following such determination and shall not be grievable pursuant to Article 25.
6. Funding: Each year, the Administration shall budget a minimum of $120,000 to address salary anomalies, provided that the Administration may, but shall not be required to, budget additional funds. In any year in which the budgeted amount is insufficient to address all of the anomalies identified by the UAC, salary adjustments will be made based on a pro rata share of any such budgeted amount or as otherwise determined by the UAC. Any unused budgeted funds may be used to remedy previously identified, but un-remedied, salary anomalies or to address salary anomalies identified in subsequent years.