

## **ARTICLE I - RECOGNITION AND DEFINITIONS**

### **A. RECOGNITION**

The Board of Higher Education recognizes the Massachusetts Teachers Association/NEA (hereinafter referred to as the "Association") as the exclusive collective bargaining representative with respect to the conditions of employment of a unit which comprises:

Every person employed at the State Colleges of the Commonwealth of Massachusetts and holding a full-time appointment to the position of Professor, Associate Professor, Assistant Professor, Instructor, Senior Librarian, Librarian, Associate Librarian, Assistant Librarian, Library Associate and Library Assistant; and further including any person who holds one of the foregoing titles and also the title of Department Chair; and further including any person holding a full-time appointment to any of the foregoing titles, or as a teacher, however designated, at a Campus School; and further including any person holding a part-time appointment as Professor, Associate Professor, Assistant Professor, or Instructor at the Massachusetts College of Art; and further including any person who is employed on a full-time basis as an Adjunct Instructor at the Massachusetts Maritime Academy, subject to the exclusions set forth in the Decision and Direction of Election issued by the Labor Relations Commission and dated November 2, 1977; and further including any person holding a part-time appointment to a position defined in the Decision and Direction of Election issued by the Labor Relations Commission and dated April 21, 1987 (Case No. SCR-2172). The parties recognize and understand that personnel at the Massachusetts Maritime Academy who are detailed to such Academy by the President of the United States pursuant to the provisions of the Maritime Education and Training Act of 1980 or otherwise, and military personnel assigned by the government of the United States to teach any ROTC programs at a State College, are not members of the bargaining unit.

With effect on February 28, 1989, the bargaining unit status of part-time unit members who have taught three (3) consecutive semesters, shall not be affected by:

- a. a temporary interruption of service of one (1) semester caused by the Employer/College administration;
- b. a temporary interruption of service of one (1) semester for study toward a graduate degree as approved by the Vice President of a College; or

c. a temporary interruption of service of one (1) semester caused by an injury, illness or pregnancy.

With effect on July 1, 1995, any person who shall have retired after not less than ten (10) years of service as a member of the bargaining unit at a College or as a member of the administration of a College shall, if appointed to teach on a part-time basis at such College, thereupon become a member of the bargaining unit unless the appointment to teach on a part-time basis occurs more than one (1) year following the effective date of such person's retirement.

B. JURISDICTION

During the term of this Agreement, the jurisdiction of the Association shall extend to those persons who now or hereafter hold appointments to a position included in the bargaining unit.

C. DUES CHECK-OFF

The Association shall be permitted authorization for payroll dues deductions as set forth in Appendix J.

D. DEFINITIONS

As used in this Agreement, the following words and phrases shall have the following meanings:

1. Academic Year. "Academic year" shall mean the nine (9)-month period from September 1 to and including May 31 following; provided, however, that in the case of members of the faculty employed at the Massachusetts Maritime Academy, the academic year shall mean the above-described nine (9) month period together with such additional period, if any, as may be fixed from time to time pursuant to the provisions of Article XII-A of this Agreement.
2. Administration. "Administration" shall mean the President and other principal administrative officers serving as such at each College; such designation shall not include individuals and positions as defined in Article I, Section A, of this Agreement.
3. Administrator. "Administrator" shall mean any person serving in an administrative capacity and appointed as an administrator at any State College.
4. Annual Training Cruise. "Annual Training Cruise" shall mean the whole of an annual training exercise. Such period shall constitute the period of sea-time required as a prerequisite for licensing under applicable Federal Regulations which, at present, is sixty (60) days annually.

5. Association. “Association” shall mean the Massachusetts Teachers Association/NEA as recognized pursuant to Article I, Section A, of this Agreement; and “President of the Association” and “Association President” shall mean the person serving from time to time as President of the Association. The parties recognize and agree that the Association may, in the discharge of its responsibilities hereunder, act through its affiliate, the Massachusetts State College Association, and that the Association and its affiliate are jointly and severally liable for the discharge of such responsibilities.
6. Association Representative. “Association representative” shall mean any representative of the Association who is a member thereof and who has been officially so designated in writing by the Board of Directors of the Association to the Board of Higher Education acting through the Chair of the Council of Presidents, and where such representative has responsibilities that are confined to a single College, to the President of such College, and shall, without further designation, include the Chapter President.
7. Board and Board of Trustees. “Board” and “Board of Trustees” shall both mean the Board of Trustees of any State College as established pursuant to Massachusetts General Laws, Chapter 15A, Section 21, and shall mean the successor in interest of any such Board of Trustees. Actions to be taken by any Board, or by the Board or Boards of Trustees, are rights and obligations created or imposed by the terms of this Agreement and as such are binding upon the Board of Higher Education as the employer under Chapter 150E.
8. Board of Higher Education. “Board of Higher Education” shall mean the Board of Higher Education established pursuant to Massachusetts General Laws, Chapter 15A, Section 4, or its successor in interest.
9. Campus. “Campus” shall mean all facilities and properties which are now or shall hereafter be designated by the Commonwealth of Massachusetts, acting by the Board of Higher Education, by a Board of Trustees or otherwise, for the exclusive use of any one or another of the State Colleges, and shall, at the Massachusetts Maritime Academy, include any vessels used for training purposes or under the control of the Academy, including any vessel commonly known as the training ship.
10. Chancellor. “Chancellor” shall mean the chief executive officer of the Board of Higher Education, or any person or persons acting in that capacity, duly appointed and authorized by the Board of Higher Education.
11. Chapter. “Chapter” shall mean any organizational unit of the Association that is based at a single College.

12. Chapter President. “Chapter President” shall mean the member of the bargaining unit at each College who shall have been designated as such from time to time by the Board of Directors of the Association.
13. Cognate Department. “Cognate department” shall, for purposes of Articles VIII and VIII-C of this Agreement, mean a department determined by the Vice President to be a department the academic discipline of which is by common practice in the academic world deemed to be related to the academic discipline of the department in question.
14. College. “College” shall mean any one of the institutions that is denominated a “State College” pursuant to Massachusetts General Laws, Chapter 15A, Section 5, including the Massachusetts College of Art, the Massachusetts College of Liberal Arts and the Massachusetts Maritime Academy.
15. Cooperative Education. “Cooperative education” shall mean that mode of instruction in which a student is assigned work at an institution or agency with which the College has established programs of work-related studies and pursuant to which the regular direct supervision of such student is the responsibility of someone other than a faculty member. The responsibility of any faculty member with respect to cooperative education shall be confined to preliminary, periodic and final conferences with the student and his/her regular supervisor for the purpose of evaluating the student’s work and educational experience in accordance with the established guidelines of the cooperative education program at the College.
16. Council of Presidents. “Council of Presidents” shall mean the Presidents of the State Colleges for the time being, including any person designated by any such President to act in his/her stead at any meeting thereof, or such number of Presidents as they may determine, either generally or for any specific purpose, to constitute a quorum thereof, acting solely in order to exercise any right or discharge any responsibility required or permitted to be exercised or discharged by the Council of Presidents pursuant to any provision of this Agreement.  
  
“Chair of the Council of Presidents” shall mean the President of a State College selected by the Council of Presidents from time to time to serve as the Chair of said Council in its exercise of the rights and discharge of the responsibilities hereinbefore described. Notice of the President selected as the Chair shall be promptly provided to the Association.
17. Course Materials. “Course materials” shall mean lectures, exercises designed for online collaboration, multimedia developed for Web distribution, notes, outlines, syllabi, bibliographies, tests, instructional handouts, videotaped presentations and any like materials and documents (whether in electronic or other medium) that a member of the bargaining unit

authors or creates in connection with the preparation or teaching of a course at a College.

18. Critique. “Critique” shall mean a course at the Massachusetts College of Art in which the professional criticism of the student’s artistic and creative works or projects is the principal and paramount mode of instruction.
19. Day. Except as otherwise provided (e.g., “day” means “working day” in Article XI - Grievance Procedure), “day” shall mean a calendar day.
20. Dean. “Dean” shall at each College mean any person, however denominated, who is the administrative head of a School or Division of a State College, or any person serving or acting in that capacity, duly appointed and authorized therein by the President of such College and, further, shall mean any person holding the position, however denominated, of Dean of Undergraduate Studies or any person serving or acting in such capacity. The Academic Vice President may, consistent with usual and customary academic practice, delegate various Vice Presidential responsibilities to the Dean as those responsibilities are detailed in Articles VI, XII, XIV, and XV only. Notwithstanding any other provision of this paragraph, the Dean shall not be assigned duties of the Department Chair as set forth in Article VI.
21. Department. “Department” shall mean any organizational unit of faculty at any College that is now, or may from time to time hereafter be, established and so designated by the President of such College; provided, however, that any such organizational unit shall cease to be a department if at any time hereafter it shall have been disestablished in accordance with any applicable provisions of this Agreement.
22. Department Chair. “Department Chair” shall mean any person appointed by the President of a College, in accordance with the provisions of Article VI of this Agreement, to fulfill the responsibilities set forth herein with respect to any department of such College.
23. Director, Library. “Director, Library,” shall mean, at each College, the person, bearing whatever title, who, not being a member of the bargaining unit, from time to time holds the position of Director, Library, or who from time to time is authorized to act in that capacity, whether solely for the purposes of this Agreement or otherwise.
24. Faculty and Faculty Member. “Faculty” and “faculty member” shall mean any member of the bargaining unit who holds a full-time appointment at a State College as one of the following, namely:
  - a. Professor,
  - b. Associate Professor,

- c. Assistant Professor, or
- d. Instructor,

including any such person who, holding such appointment, also holds the position of Department Chair, and further including any person who holds a part-time appointment as Professor, Associate Professor, Assistant Professor or Instructor at the Massachusetts College of Art, and further including any person holding a part-time appointment to a position defined in the Decision and Direction of Election issued by the Labor Relations Commission and dated April 21, 1987 (Case No. SCR-2172).

- 25. Field Work Supervision and Internships. “Field work supervision and internships” shall mean those modes of instruction in which a member of the faculty has responsibility for the educational objectives and for the observation, criticism and evaluation of a student in a learning experience in an area other than teacher education, such as, for example, human services or public services; the faculty member is expected to make regular on-site visits to the student and to confer with the student’s off-campus supervisor, if there be any.
- 26. Full-Time Appointment. “Full-time appointment” shall mean such status of full-time employment, if any, as shall have been conferred upon any member of the bargaining unit as a term of such person’s appointment to teach twelve (12) semester hours of credit of instruction per semester in courses offered by his or her department, or the equivalent through the fulfillment of alternative professional responsibilities assigned pursuant to Article XII, or workload reductions made in accordance with this Agreement.
- 27. Graduate Faculty. “Graduate faculty” shall mean those members of the faculty who shall have been designated as such by the President at any College in accordance with criteria approved therefor after recommendation by the Graduate Education Council.
- 28. Graduate Teaching. “Graduate teaching” shall mean teaching a course that shall have been designated a graduate course by the President or his/her designee.
- 29. Grievance. “Grievance” shall mean a grievance as defined in Article XI of this Agreement.
- 30. Intellectual Property. “Intellectual property” shall mean a legally cognizable interest in a work or creation of whatever kind, including a copyright or patent.
- 31. Laboratory Instruction. “Laboratory instruction” shall mean that mode of instruction which consists of student learning activities, under the direction and supervision of a faculty member, using instruments, equipment and techniques appropriate to a particular discipline in which the student

observes or measures phenomena, conducts experiments, undertakes projects, acquires specialized skills, and pursues similar kinds of experiences. "Laboratory instruction" shall not include instruction in a language laboratory.

32. Librarian. "Librarian" shall mean any member of the bargaining unit who holds a full-time appointment as one of the following, namely:
  - a. Senior Librarian,
  - b. Librarian,
  - c. Associate Librarian,
  - d. Assistant Librarian,
  - e. Library Associate, or
  - f. Library Assistant.
33. Nursing Clinical. "Nursing clinical" shall mean the instruction of students providing patient care within a health care facility.
34. Official Personnel Correspondence. "Official personnel correspondence" shall mean correspondence from the Board of Trustees or from the Administration of any College to or concerning a member of the bargaining unit which states therein that it is Official Personnel Correspondence and which gives notice of any personnel action taken or proposed to be taken or of any official commendation, reprimand or disciplinary action, or from the Chancellor pursuant to the provisions of Article XX.
35. Part-Time Appointment. "Part-time appointment" shall mean such status of employment as shall have been conferred upon any member of the bargaining unit as a term of such person's appointment to the rank of Professor, Associate Professor, Assistant Professor or Instructor at the Massachusetts College of Art, and further including any part-time unit member holding a part-time appointment to a position defined in the Decision and Direction of Election issued by the Labor Relations Commission and dated April 21, 1987 (Case No. SCR-2172).
36. Physical Education Activities Courses. "Physical education activities courses" shall mean that mode of instruction within any department of physical education, however denominated, in which the principal course work is the teaching of skills in some physical, athletic, or recreational activity.
37. President. "President", when not otherwise qualified, and "President of the College" shall both mean the chief executive officer of each State College or any person or persons acting in that capacity, duly appointed and authorized therein.
38. Professional Maritime Faculty. "Professional Maritime Faculty" shall mean a faculty member at the Massachusetts Maritime Academy who is appointed

to perform services during the work year, as provided in this Agreement, of a member of the Professional Maritime Faculty and who holds a professional Merchant Marine License.

39. Program Area. Except as otherwise expressly provided in Article VI with reference to librarians, “program area” shall, at any College, mean any organizational unit of faculty or librarians that does not have the status of a department and that is now, or may from time to time hereafter be, established and so designated by the President of such College and shall include any subordinate unit, so designated by the President of such College, within any department or departments or within any other organizational unit of faculty; provided, however, that any such organizational unit shall cease to be a program area if at any time hereafter the President shall have ceased so to designate it.
40. Program Area Chair. “Program Area Chair” shall mean any unit member appointed by the President of a College, in accordance with the provisions of Article VI of this Agreement, to fulfill the responsibilities set forth herein with respect to any program area of such College.
41. Promotion. “Promotion” shall mean advancement from a lower faculty rank to a higher faculty rank or advancement from a lower librarian rank to a higher librarian rank, whichever may be applicable.
42. Rank. “Rank” shall mean any one of the four academic ranks of Instructor, Assistant Professor, Associate Professor and Professor, and any one of the six librarian ranks of Library Assistant, Library Associate, Assistant Librarian, Associate Librarian, Librarian and Senior Librarian.
43. Regiment of Cadets. “Regiment of cadets” shall mean, collectively, all full-time undergraduate students enrolled at the Massachusetts Maritime Academy.
44. Retrenchment. “Retrenchment” shall mean the laying off of any member of the bargaining unit pursuant to the provisions of Article X, X-A or X-B of this Agreement, respectively, and shall not mean termination.
45. Sea Term. “Sea Term” shall mean the period of the Annual Training Cruise during which the cadets at the Massachusetts Maritime Academy are receiving academic credit and shall not exceed seventy (70) days aboard the Training Ship.
46. Semester. At each College, “semester” shall, in the case of the first semester of any academic year, mean the period commencing on the first day of the academic year and ending on the last date preceding the commencement of the second semester of such year, and shall, in the case of the second semester of any academic year, mean the period commencing on the day

appointed by the applicable academic calendar for such purpose and ending on the last day of the academic year.

47. State Colleges. “State Colleges” shall mean, collectively, Bridgewater State College, Fitchburg State College, Framingham State College, the Massachusetts College of Art, the Massachusetts Maritime Academy, the Massachusetts College of Liberal Arts, Salem State College, Westfield State College and Worcester State College; when used in the singular, the term “State College” shall mean any one or another of such State Colleges.
48. Status of Training Ship. For the purposes of this Agreement, the status of the Training Ship at the Massachusetts Maritime Academy shall be as follows:

Cruise Status. “Cruise status” shall mean any period when the Training Ship is not on dockside status or shipyard status, it being understood that such period shall be of a duration sufficient to meet the sea-time requirements for licensing under applicable Federal Regulations; at present such requisite is sixty (60) days annually.

Dockside Status. “Dockside status” shall mean any period during which the Training Ship is made fast alongside the Academy pier in Buzzards Bay except any such period during which the Training Ship, while so made fast, is determined by the President of the Academy or his/her designee to be on cruise status or shipyard status.

Shipyard Status. “Shipyard status” shall mean any period during which the Training Ship is proceeding to, is located at, or is returning from a shipyard or similar repair facility for the purpose of overhaul, repair or dry docking, and shall include a period of not less than ninety-six (96) hours prior to the Training Ship’s getting underway from the Academy pier in Buzzards Bay, and a period of not less than twenty-four (24) hours subsequent to its returning alongside the Academy pier in Buzzards Bay.

The status of the Training Ship, including the date and time of the commencement and termination of any such status, shall be determined from time to time by the President of the Academy.

49. Student. Unless otherwise specified, “student” shall mean any person enrolled as a student at a College and shall include any “cadet”, so-called, at the Massachusetts Maritime Academy; and for the purposes of Article VII of this Agreement, a “full-time student” shall mean any student who, at the time of his/her selection to act in a representative capacity pursuant to the provisions of the said Article, is enrolled at a College in courses valued at not fewer than twelve (12) semester hours of credit per semester.
50. Student Government Association. “Student Government Association” shall mean the Student Government Association at each State College.
51. Student Teaching Supervision. “Student teaching supervision” shall mean that mode of instruction in which a faculty member observes, critiques and

evaluates a student teacher and confers with the supervisors of a student in an early-childhood, elementary, middle, junior high or secondary school classroom experience; the faculty member is expected to make regular on-site visits to the student and to confer with the student's off-campus supervisor, if there be any; for these purposes, there shall be used as a guideline the making of four (4) such visits within a single quarter in respect of a student teaching on a full-time basis.

52. Studio Instruction. "Studio instruction" shall mean that mode of instruction in such courses as art, music and performance which are essentially skill-oriented and/or for the development of creativity.
53. Temporary Appointment. "Temporary appointment" shall mean a non-tenure track full-time appointment to a position within the bargaining unit. Such appointment shall not exceed four (4) consecutive academic semesters.
54. Tenure. "Tenure" as used in this Agreement shall mean the right of certain members of the bargaining unit to be terminated only upon a finding of just cause and a review and hearing prior to termination, all as is provided for in this Agreement.
55. Terminal Degree.
  - a. In the case of any person first appointed to a position as a member of the faculty in a State College prior to September 1, 1988, "terminal degree" shall mean the degree of Doctor of Philosophy (Ph.D.), the degree of Doctor of Education (Ed.D.), or such other doctoral degree (doctorate), other than the degree of Juris Doctor (J.D.), as is granted in and with reference to any specialized discipline or field of learning; provided, however, that a degree, including the degree of Juris Doctor (J.D.), other than a doctorate may be deemed to be a terminal degree for the purposes of this Agreement whenever the Board recognizes any such degree as one customarily regarded by members of any learned profession or field of learning as the final degree qualifying any person for the practice of such profession or for recognition within such field of learning but only to the extent that the holder of any such degree other than a doctorate is employed as a member of the bargaining unit to perform services, including teaching, within the scope of such profession or such field of learning.

The degrees of Master of Business Administration (M.B.A.), Master of Library Science (M.L.S.) or an equivalent Master's degree, including Master of Library Science and Information Science (M.L.S.I.S), accredited by the American Library Association (but in all cases only after June 30, 1996), Master of Science in Nursing (M.S.N.), Master of Social Work (M.S.W.),

and, for those faculty whose area of teaching is primarily in the creative and performing arts, the Master of Fine Arts (M.F.A) shall be deemed to stand in lieu of a terminal degree when a bargaining unit member who holds such a degree has earned not fewer than seventy-two (72) hours of graduate credit, including the hours of credit for which such degree was awarded, in the academic or professional discipline in which he/she holds such degree, provided that such credits shall have been earned at an institution or institutions accredited at least to the level of such degree in the academic or professional discipline in question. Any such degree may stand in lieu of a terminal degree only to the extent that the holder of such degree is employed as a member of the bargaining unit to perform services, including teaching, within the scope of the profession or field of learning within which such degree has been awarded.

In the case of any person first appointed to a position as a member of the faculty in a State College on or after September 1, 1988, "terminal degree" shall mean the degree of Doctor of Philosophy (Ph.D.), the degree of Doctor of Education (Ed.D.), the degree of Doctor of Social Work (D.S.W.), the degree of Doctor of Nursing Science (D.N.S.), the degree of Doctor of Business Administration (D.B.A.), the degree of Doctor of Library Science (D.L.S.) or an equivalent doctoral degree, including the degree of Doctor of Library Science and Information Science (D.L.S.I.S.), accredited by the American Library Association, or such other doctoral degree (doctorate), other than the degree of Juris Doctor (J.D.), as is granted in and with reference to any specialized discipline or field of learning; provided, however, that a degree other than a doctorate may be deemed to be a terminal degree for the purposes of this Agreement whenever the Board recognizes any such degree as one customarily regarded by members of any learned profession or field of learning as the final degree qualifying any person for the practice of such profession or for recognition within such field of learning but only to the extent that the holder of any such degree other than a doctorate is employed as a member of the bargaining unit to perform services, including teaching, within the scope of such profession or such field of learning.

After June 30, 1996, the degree of Master of Library Science (M.L.S.) or an equivalent Master's degree, including the degree of Master of Library Science and Information Science (M.L.S.I.S.), accredited by the American Library Association, shall be deemed to stand in lieu of a terminal degree when a bargaining unit member who holds such degree is employed as a librarian within the unit and has earned not fewer than seventy-two (72) hours of graduate credit, including the hours of credit for which such degree was awarded, in an academic discipline appropriate to the individual's role as a professional librarian, provided that such credits shall have been earned at an institution or institutions accredited at least to the level of such degree in the discipline of library science. For those faculty whose area of teaching is

primarily in creative and performing arts courses, as distinguished from such courses as art history and musicology, the Master of Fine Arts (M.F.A.) shall be deemed to be a terminal degree when a bargaining unit member who holds such a degree has earned not fewer than sixty (60) hours of graduate credit, including the hours of credit for which such degree was awarded, in the creative or performing discipline in which he/she holds such degree, provided that such credits shall have been earned at an institution or institutions accredited at least to the level of such degree in the discipline in question.

Solely for the purpose of calculating a minimum salary (Articles XIII and XIII-A), any member of the bargaining unit who holds the degree Master of Fine Arts (M.F.A.) that was awarded by an accredited college or university prior to December 31, 1977, shall be deemed to hold a terminal degree notwithstanding the fact that such degree was awarded on the basis of thirty (30) units of graduate credit; provided, however, that such degree shall be deemed to be a terminal degree for such purposes only if such unit member shall have documented all additional uncredited work (e.g., an oral exam, a written thesis, or a final exhibition) that was a prerequisite to the awarding of such degree.

Any member of the bargaining unit who holds a degree of Master of Fine Arts of the kind described in the preceding paragraph shall, in order to establish that it is a terminal degree for the purposes aforesaid, arrange to have the institution(s) awarding the degree(s) mail a certified copy of his/her transcript directly to the Academic Vice President. A certified academic transcript bears the official seal of the granting institution and is transmitted directly by it.

For those unit members who earned the Master of Fine Arts (M.F.A.) degree after December 31, 1977, the terminal degree requirement shall be sixty (60) credit hours.

Those unit members who possess a Master of Fine Arts degree in a specific area (e.g., Creative Writing) will be deemed to hold a terminal degree only if they have met either of the criteria listed in the foregoing three (3) paragraphs and were hired to teach in the area in which they hold such degree (e.g., the posting listed as a required qualification an MFA - Creative Writing), and such terminal degree shall thereafter be deemed to be a terminal degree for all purposes under this Agreement.

56. Termination. "Termination" shall mean the permanent severance of an existing employment relationship initiated by the administration of a College or by the Board of Trustees and shall not mean the non-renewal of a contract of employment.

57. Training Craft. “Training craft” shall mean and include any vessels, in addition to the Training Ship, used by the Massachusetts Maritime Academy for training purposes or instructional purposes.
58. Training Ship. “Training Ship” shall mean any vessel, being that commonly known as the “Training Ship”, made available to the Massachusetts Maritime Academy pursuant to the provisions of the Maritime Education and Training Act of 1980, as amended, or otherwise, and used in the Annual Training Cruise.
59. Unit. As used in Article X, Section E, and Article X-A, Section F, “unit” shall include Department, Program Area, Library, and other similar related administrative organizational units pertaining to the performance of unit work.
60. Vacancy. “Vacancy” shall mean a vacancy at any College in an approved full-time professional (AA) position for which moneys have been appropriated and allocated and which the Board, acting by its agents or otherwise, intends to fill.
61. Vice President. Unless otherwise expressly provided, “Vice President, Academic Affairs”, and “Vice President” shall mean, at each College, the Vice President, Academic Affairs, or any person serving in that capacity, duly appointed and authorized therein.
62. Visiting Professor. “Visiting professor” shall mean a full-time faculty member appointed at any rank for a single semester or a single academic year in order to fulfill some special academic need or provide some special enhancement to an existing program. Any such appointment may be made pursuant to the first paragraph of Article XX, Section B.
63. Working Day. “Working day” shall mean any day on which the administrative offices of a College are open for business.
64. Work Year. “Work year” shall mean the following:
- b. In the case of every faculty member other than a faculty member to whom paragraph (c) is applicable, the academic year;
  - c. In the case of every librarian, the twelve (12) month period from and including September 1 to and including the August 31 following;
  - d. In the case of every Department Chair, the academic year together with such additional period or periods as are provided for in Section G of Article VI.

E. CONSTRUCTION

Wherever the singular is used and the context clearly so requires, it shall include the plural.

Whenever any provision of this Agreement prescribes any particular benefit, right, limitation or exemption in respect only of persons holding appointments as part-time members of the faculty at the Massachusetts College of Art, such benefit, right, limitation or exemption shall apply only to persons who, at the Massachusetts College of Art, hold part-time appointments at the rank of Professor, Associate Professor, Assistant Professor or Instructor.

Whenever any provision of this Agreement shall require that any act be done by the Board of Trustees, by the Chancellor, by the Chair of the Council of Presidents, by the President of a College, by any member of the Administration of a College or by the President of the Association, such act may be done by the designee of the Board, the Chancellor, the Chair of the Council, the President, such member of the Administration or the President of the Association, respectively (and without regard to whether there is or is not any reference in such provision to the designee of the person or body required to act), but subject to such limits and requirements as the person or body appointing the designee may impose.

F. ENTITLEMENT UNDER THIS AGREEMENT

1. Benefits

Except as otherwise provided in this Agreement, every member of the bargaining unit as described in Article I, Section A, of this Agreement shall be entitled to the applicable benefits of this Agreement, and shall have the right to participate in any election, referendum or like proceeding conducted pursuant to the provisions of this Agreement, subject to the following limitations:

No person in the bargaining unit holding a part-time appointment elsewhere than at the Massachusetts College of Art shall be entitled to any of the benefits set forth in Article III, Section B, or Article IV of this Agreement, with the exception of the following:

- e. System-wide tuition remission benefits to the extent the same are provided pursuant to any policy of the Board of Higher Education;
- f. Health and Welfare benefits as may be determined by the Trustees of the Health and Welfare Fund; and
- g. Life Insurance, Group Insurance and Worker's Compensation to the extent permitted by Massachusetts law and the Massachusetts Group Insurance Commission;

provided, however, that part-time members of the bargaining unit who are employed as clinical instructors in the Nursing Department at Fitchburg State College shall continue to receive such benefits, if any, as were accorded them on the date immediately preceding the date of execution of this Agreement.

2. Elections

- h. No person in the bargaining unit holding a part-time appointment shall be entitled to vote in any election, referendum or like proceeding conducted pursuant to the provisions of this Agreement; provided, however, that any person holding an appointment of less than one-half (1/2) time at the Massachusetts College of Art shall be entitled to vote in any such election, referendum or like proceeding except that each such vote shall be counted as a one-fourth (1/4) vote; and provided further that all part-time faculty holding appointments at the Massachusetts College of Art of one-half (1/2) time or more shall be entitled to a full vote.
- i. Any person in the bargaining unit holding a part-time appointment at the Massachusetts College of Art, but no other member of the bargaining unit holding a part-time appointment, shall be entitled to be selected for membership on any council or committee established in accordance with the provisions of this Agreement, and shall be entitled to full voting membership once selected for any such membership.