

Outline of the Proposed 2004-2007 Agreement

Economic Items

Article IV—Supplemental Benefits and Holidays

Section I - The Commonwealth's weekly FTE contributions to the Health and Welfare Trust Fund would increase from \$10 to \$11 effective July 1, 2006.

Article VI—Selection and Responsibilities of Department Chairs

Section G – The stipend for chairs will be \$1,650 per semester, effective this semester.

Article VIII-C—Post-tenure Review

Each faculty member/librarian who holds tenure on the date of the contract execution would make an election by September 30, 2005, to be reviewed under the new method (Alternative One) or remain with the method in the 2001-2003 contract (Alternative Two).

Alternative One:

- Ratings: “Not acceptable,” “meritorious,” or “exemplary.”
- Not acceptable = zero merit raise. Entering a professional development program is optional and the rating cannot be used against the member.
- Meritorious = 3% on-base merit raise, effective July 1 of the review year.
- Exemplary = 6% on-base merit raise, effective July 1 of the review year.
- Each college would be required to spend a minimum of an amount equal to ½ % of the payroll each year on PTR merit raises.
- Four-year cycle. Initially, 25% of tenured members would be reviewed each of the first four years, with the choice of year by seniority. Members cannot be evaluated for promotions and PTR in the same review year.
- The post-tenure review portfolio would contain all materials listed in Article VIII for tenure evaluations.
- The chair would do one classroom observation and may be consulted by the academic vice president. The academic vice president would make the decision on the merit rating.
- Decisions would be non-grievable, but could be appealed to the college president.
- Alternative One would continue to be implemented after the expiration date of this agreement (June 30, 2007) unless the parties agree otherwise.

Article XIII--Salary

On execution date:

Full-time faculty/librarians and salaried part-time faculty would have their salaries brought up to the minimum salary formula as it existed on 9-29-02 in the current agreement (pages 233-234).

Full-time faculty/librarians and salaried part-time faculty (pro-rated) would receive a merit award (on-base increase) if rated satisfactory under the Article VIII, Section O evaluation:

- * \$400 for instructors, assistant librarians, library associates, and library assistants
- * \$500 for assistant professors and associate librarians
- * \$600 for associate professors and librarians
- * \$700 for professors and senior librarians.

Full-time faculty/librarians and salaried part-time faculty would receive an on-base increase of 3%.

Compensation for part-time faculty would increase by \$50 per credit, effective this semester.

Adjustment amounts for promotion and terminal degree, as well as maximum salaries, would increase by 3%.

Promotion Increase Amounts

July 1, 2005:

Full-time faculty/librarians and salaried part-time faculty (pro-rated) would receive a merit award (on-base increase) if rated satisfactory under Article VIII, Section O evaluation, using the same amounts as above.

Full-time faculty/librarians and salaried part-time faculty would receive an on-base increase of 3%.

Compensation for part-time faculty would increase by \$50 per credit.

Adjustment amounts for promotion and terminal degree, as well as maximum salaries, would increase by 3%.

September 30, 2005

All full-time faculty/librarians and salaried part-time faculty unit members would have their salaries reviewed against the minimum salary formula as increased on July 1, 2005, and adjusted if necessary.

July 1, 2006:

All items here are identical to those listed above effective on July 1, 2005.

September 30, 2006:

All full-time faculty/librarians and salaried part-time faculty unit members would have their salaries reviewed against the minimum salary formula as increased on July 1, 2006, and adjusted if necessary.

September 30th after expiration (June 30, 2007):

Minimum salary reviews would continue unless the parties agree otherwise.

Article XIII-A --Minimum Salary Formula

The [minimum salary formula](#) would increase three times by the following amounts, first, on the execution date, second, on July 1, 2005, and third, on July 1, 2006. Please see the box that accompanies this outline.

Article XIV—Professional Development

Each year, there would be a 1% pool for professional development activities, available in an equal per capita amount for full-time unit members.

Non-Economic Items

General Comments

1. Unless otherwise noted below, the provisions of the 2001-2003 contract would be incorporated into the 2004-2007 contract. Technical changes needed to accomplish this (for example, dates, clarifications, typographical errors, and the like) are not listed below.
2. The provisions of seven (7) memoranda of agreement, signed during the duration of the 2001-2003 contract, would be incorporated into the 2004-2007 contract. These memoranda are posted on the MSCA website www.mscaunion.org.
3. All language related to Campus School Teachers would not be included in the 2004-2007 contract. Should any college establish a Campus School, the language that existed in the 2001-2003 contract would be of application to members hired as Campus School Teachers.

Article IV – Supplemental Benefits and Holidays

1. Section A – If a member who was eligible for retirement dies while in state service, the sick leave buyback (20%) that would have been owed at retirement would be paid to the estate upon a claim for it. Sick leave and funeral leave can be taken for a member’s stepchild and domestic partner’s child. Funeral leave also can be taken for a member’s domestic partner.
2. Section B – “Service as an administrator at any [state] college” has been added to the reasons for which unpaid leave may be granted.
3. Section I – Payments to the Health & Welfare Trust would increase to \$11/FTE/week on July 1, 2006. Should any other MTA affiliate negotiate a higher amount, that higher amount would be paid on behalf of the MSCA.
4. Section J – Two exceptions would be granted to the two-year limit on unpaid leaves of absence: service in an elected or appointed office, and appointment as an academic administrator in accordance with new provisions in Article XX.

Article V – Academic Freedom and Responsibility

Librarians would be included in several relevant places in this Article. The obnoxious and offensive proposal to require faculty to respect their students was WITHDRAWN.

Article VI – Selection and Responsibilities of Department Chairs

Section A – Responsibility to supervise clerical and other non-unit staff where appropriate would be added.

Article VII – Participation in the Decision-Making Process

A referendum would be conducted at each campus in the fall, as to whether the current governance article (VII) should be retained or a change should be considered. A procedure by which a new governance structure could be developed and approved by faculty and librarians would be included. At the Maritime Academy, the IMB Department would be represented on the Sea Term Council.

Article VIII – Evaluations

1. Section A – The phrase, “it being the understanding of the parties that for promotion to each higher rank, a higher order of quality may properly be demanded” would be included here and in several other places in this Article, Article XX and Article XX-A.
2. Section A – Librarians who teach day program credit courses would be evaluated for this work as faculty are.
3. Section B – First year faculty/librarians would not have a formal evaluation during their first year, though student evaluations of each section taught and classroom visitations by the chair of one section of each course taught would occur for faculty. Part-time faculty would be evaluated during their first semester and either during their fourth semester OR the semester in which they teach their twentieth credit (or seventh course at Framingham).
4. Section C – Newly hired faculty/librarians would be evaluated in their second year of employment, and the review period would go back to the date of hire.
5. [Section D](#) – Student evaluations would be reinstated, using the SIR-II Form (and any subsequent versions). “Hold harmless” language would be included to cover those periods during which student evaluations were not conducted. The “sunset” language would be eliminated.
6. Section D – Procedures for chairs to conduct electronic observations of distance education courses would be included.
7. Section E – Peer Evaluation Committees for librarians would be established, parallel to those for faculty.
8. Section F – Department chairs would be evaluated only in years two and three of the first term and only in year three of subsequent consecutive terms.
9. [Section H](#) – The Committee on Tenure would be changed. At the six larger Colleges, a college-wide committee of four members (at the three smaller Colleges, two members), drawn from the same pool of members eligible to serve on the Committee on Promotions, would be established using election procedures similar to those of the Committee on Promotions. The fifth member (or third member at the smaller Colleges) would be elected by the tenured members of the candidate’s department. The department chair would serve as a non-voting consultant to the Committee. The deadline for the Committee on Tenure’s recommendation to the AVP would be March 15th.
10. Section N – Department chairs would have the right to select a third member of their Peer Evaluation Committee when they are being evaluated as chairs.
11. Section O - [Special Performance Reviews](#) would be conducted in accordance with the parties’ agreement of November 20, 2001.
12. New Sections Q and R – Language about special evaluation procedures for the social work programs at Bridgewater and Westfield State Colleges would be included.

[Article VIII-C – Post-Tenure Review](#)

See comments in the section on Economic Items.

Article IX – Tenure

Section A – Adjunct instructors at the Maritime Academy would not be eligible for tenure. The probation period for tenure would increase to six years for Instructors and Assistant Professors hired after January 1, 2006. Technical changes, including a new terminal year of employment, would be made as necessary.

Articles X, X-A and X-B– Retrenchment/Academic Program Development/No Lay-Off/Academic Reorganization

Changes to be made in these Articles reflect those changes made in Article VII (Governance) and new language to be included in Article XX (Appointment and Promotion) about the appointment of academic administrators with academic rank and tenure.

Article XII – Workload, Scheduling and Course Assignments

1. Section A – Faculty workload would be 96 credits (24 courses at Framingham State College) over the academic years 2003-2004, 2004-2005, 2005-2006 and 2006-2007.
2. Section B – Librarian workload would be changed to include “continuing scholarship” rather than “continuing professional growth.”
3. New Section – The existing Student Information Questionnaire on Departmental Academic Advising (existing Appendix H) would be administered on a department/program level.

Article XII-A – Workload, etc., Massachusetts Maritime Academy

1. Section A – Members would be required to give notice to renew Blue/Gold status.
2. Section D – Department Chairs for IMB and MSEP would assist the Training Coordinators for the annual cruise.

Article XIII – Salary

A joint labor-management committee for the study of salaries and compensation of faculty and librarians, including issues related to salary compression and inversion, would be established with three members each appointed by the Council of Presidents and the Association. A report would be made to the COP and the MSCA no later than May 31, 2006.

Article XX – Appointment and Promotion

1. Section B – Instructors who earn a terminal degree would be “promoted” to Assistant Professor effective the following September 1st without going through the promotion process.
2. Section C – Faculty/librarians who apply for tenure and promotion at the same time may be denied promotion but still be granted tenure. Language concerning transfers between positions in the bargaining unit and “new” appointments in the bargaining unit would be included from a pre-existing Memorandum of Agreement.
3. New Sections – Persons appointed to academic administrative positions at the Colleges, who hold tenure in the state colleges or other institutions, may return to a faculty appointment with tenure prior to six years after appointment. Those who return after six years would be subject to a tenure evaluation under the provisions of Article VIII. The faculty position must be created for the person involved; no “bumping” or filling of an authorized vacancy can occur.

Persons who return to faculty positions would be paid 80% of their administrative salary or their faculty salary as it would have been had they stayed in the faculty, whichever is greater. However, no such salary can exceed the maxima established in Article XIII.

Article XX-A – Appointment and Promotion, Massachusetts Maritime Academy

Section A – New language would be included about the automatic “promotion” of Professional Maritime Faculty appointed at the rank of Instructor, who earn the credentials required at the Assistant Professor rank.

Article XXI – Duration and Extent

1. Section A – The term of the agreement would be July 1, 2004, to June 30, 2007.
2. Section A – The following provisions cannot be implemented unless the contract is funded:
 - a. Article VII – the referendum or any changes in governance.
 - b. Article VIII, Section D – student evaluations.
 - c. Article VIII, Section H – changes in the tenure process.
 - d. Article VIII-C – changes in the post-tenure review (existing PTR would remain).
 - e. Article IX – change from five to six years for the tenure probation period.
 - f. Articles X and X-A – changes in the retrenchment language/appointments of academic administrators/right of return.
 - g. Article XII – use of student academic advising evaluations.
 - h. Article XX, Section D – rights of academic administrators.
3. Section D - The language that covers the automatic payment of promotions and terminal degrees, chairs stipends and professional development monies with continuing participation in governance after the expiration of the contract would be moved here. Additionally, reviews of salaries against the Minimum Salary Formula would continue as part of this section, as would the continued use of at least 0.5% of the annual payroll for merit payments under the post-tenure review process, Alternative One.