

ARTICLE I - RECOGNITION AND DEFINITIONS

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 and Design, as a part-time Clinical Nursing Instructor or the three (3) salaried part-time faculty in the English Department at Salem State University 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:

- a. System-wide tuition remission benefits to the extent the same are provided pursuant to any policy of the Board of Higher Education;
- b. Health and Welfare benefits as may be determined by the Trustees of the Health and Welfare Fund;
- c. Life Insurance, Group Insurance and Worker's Compensation to the extent permitted by Massachusetts law and the Massachusetts Group Insurance Commission;
- d. Flexible spending accounts to the extent permitted by federal law;
- e. Use of university facilities to the extent that the same were provided at each University on June 30, 2023;
- f. Access to an e-mail address during the semesters when they are teaching at the University; and
- g. The right to intellectual property in any book, monograph, academic paper, article, course materials, musical composition, work of art, dissertation, thesis, software program, or like material that the member creates unless there is a written agreement with the University to the contrary;▪
- h. Access to secure office space with desks, chairs, and a handset telephone;
- i. Benefits set out in Article III.B.

2. Elections

- a. 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-time at the Massachusetts College of Art and Design or as a part-time Clinical Nursing Instructor 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 and Design, as a part-time Clinical Nursing Instructor of one-half-time or more or the three (3) salaried part-time faculty in the English Department at Salem State University shall be entitled to a full vote.
- b. Any person in the bargaining unit holding a part-time appointment at the Massachusetts College of Art and Design, a part-time appointment as a Clinical Nursing Instructor or the three (3) salaried part-time faculty in the English Department at Salem State University, 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.

ARTICLE III - USE OF COLLEGE FACILITIES

A. THE ASSOCIATION

1. Upon a request in writing made to the President of a University, the Association or any Chapter thereof shall have the right to meet at such University if appropriate facilities are available. All requests must be received at least twenty-four (24) hours prior to the time requested for the meeting. The parties agree not to schedule meetings involving members of the bargaining unit which would conflict with any previously scheduled meetings or regularly scheduled classes. The parties intend that this provision shall not be deemed to prevent the reasonable scheduling of Association meetings or to permit interference with the normal conduct of University affairs.
2. The Association shall be provided with an office on each campus with a desk, chair, and filing cabinet, ~~reasonable use of an intra-University~~ a handset telephone, and a separate campus mailbox, for the purpose of contract administration.
3. The President of each University shall assign at least two (2) bulletin boards for the exclusive use of the Association for the purpose of posting Association notices concerning the administration of the provisions of this Agreement.

4. The Association shall be permitted to use the intra-University mail system and e-mail system for the distribution of Association communications.
5. The Association and members of the bargaining unit shall be entitled to make reasonable use of such ~~phone system telephones~~ as may from time to time be available in their respective department for the purposes of local and intra-University communication of official Association or departmental business.

B. MEMBERS OF THE BARGAINING UNIT

1. Each faculty member shall have office space, a desk and chair. Each librarian shall have access to office space, a desk and chair to the same extent that he/she had access on June 30, 2023. Each unit member shall have access to the use of a closet or its equivalent, space in a file cabinet, and reasonable access to ~~an intra-University~~ a handset telephone. All shared space shall include means for securing belongings of those sharing the space. The Board hereby further agrees that it shall continue to provide at each University such number of private offices for unit members as exist at each such University on the date of execution of this Agreement.
2. The parties recognize the desirability of permitting members of the bargaining unit to have access to unit members' offices and work areas twenty-four (24) hours a day, seven (7) days a week. The parties further recognize the necessity for maintaining the security of all University properties and buildings. The parties therefore agree that procedures shall be established to permit bargaining unit members to have such access to their offices and work areas, but agree that such access shall be subject to any applicable rules and regulations that may be in effect from time to time at each University for the purpose of maintaining such security.
3. The Board shall continue to maintain available secretarial and/or clerical assistance for the use of unit members in connection with the proper discharge of their duties. This undertaking is made subject to the actual availability of secretarial and/or clerical assistance at each University as that availability may exist from time to time. Necessary secretarial assistance shall be provided to unit members to whom the Vice President assigns responsibility for the preparation of accreditation reports, institutional reviews, work in the educational advising center, and other similar duties.
4. Essential teaching supplies such as paper, examination books, chalk, ~~dry erase markers~~, and like materials, and stationery for use in University business, subject to the availability of the same, shall, upon request, be provided in reasonable amounts to members of the bargaining unit.

At each University, up to fifty (50) laboratory coats shall be provided at no cost to those faculty teaching in laboratories and in the industrial and fine arts. Notwithstanding the foregoing, the Boards shall not be required to expend more

than Three Thousand Five Hundred Dollars (\$3,500.00) cumulatively, at the State Universities, for the purpose of providing such coats.

In addition thereto the Board shall continue to provide sufficient ~~typewriter, duplicating, printing, copying, scanning, and~~ computer equipment in good repair, ~~and updated computer software~~ for the use of members of the bargaining unit, and shall do so in a manner that maintains ~~typewriting, duplicating and, printing, copying, scanning, and~~ computing services at a level not less than that which exists immediately prior to the date of execution of this Agreement.