

**Final draft of the Tentative Agreement  
MSCA/BHE 2017-2020  
April 27, 2018**

Article I

Terminal Degree Definition, effective when executed by the Commissioner:

- Modify b. of the definition so that an MBA or MSN with a total of at least 60 graduate credits (including credits for the degree) is a terminal degree
- For Accounting only: MS with total of at least 60 graduate credits (including credits for the degree)
- An MFA with a total of at least 60 graduate credits (including credits for the degree) is a terminal degree. An MFA in creative fields, such as creative writing, with a total of at least 45 graduate credits (including credits for the degree) is a terminal degree.

Article II

- Edit the second sentence of A(8) as follows: “The parties acknowledge that Federal and/or state law and/or regulations ~~may will~~ require the institutions to compel the attendance of ~~all employees~~ **unit members** at certain types of training, **or the institutions may make attendance mandatory at certain types of training to further the objectives of this Article.**”

Article III

- Clean, separate restrooms and lavatories for ~~male and female~~ unit members; and....

Article IV

- Use “unit members” in place of gender. (pp. 46-47)
- A(1)(b): Notice of hours in sick leave bank reported to chapter president on October 1, and notice to bank members of pending depletion of the bank. (p. 34)
- Notice of hours in sick leave bank at each university to MSCA President on October 1.
- Access to sick leave bank for parental leave: see Attachment A
- A(3)(b)(ii): Increase maximum number of hours librarians can use sick leave bank on a part-time basis to 1852.5 hours.
- Librarian vacation leave:
  - Librarians who have 25 or more years of service by 6-30-2020 will accrue 30 days of vacation leave per year for the balance of their employment.

- Librarians with fewer than 25 years of service on 6-30-2020 shall begin to accrue vacation leave at the new level, but no librarian shall accrue less vacation leave per year than they are currently accruing.

<u>Years of Service</u>	<u>Vacation Leave</u>
Fewer than 5 year:	20 days per year
5 but fewer that 10:	22 days per year
10 but fewer that 15:	23 days per year
15 but fewer that 20:	24 days per year
20 or more years:	25 days per year

- On 6-30-2020, any librarian who has more than 375 hours of vacation leave will be allowed to convert the excess to personal sick leave. This is a one-time option.
- All librarians shall receive 5 personal days per year, prorated for first year based on the date of hire.
- Librarians who will have fewer than 25 years of service on 6-30-2020 shall receive 2 continuing scholarship/innovation days per year.
- A librarian who requests vacation leave at least 30 days in advance of the leave and who is denied the leave that would otherwise be forfeited shall have the right to appeal the decision to the President who can:
  - Overturn the decision,
  - Offer an extension of time to use the vacation leave in order that the employee can use the time without forfeiting vacation credits, or
  - Pay to the librarian the equivalent of the leave that would be forfeited. Such payments cannot be regarded as creditable service or compensation for purposes of retirement.

- Clean up the language around the April 7, 2015 date. (p. 47)

#### Article VI

- Chair stipend increases
  - July 1, 2017: increase by ATB %
  - July 1, 2018: increase 9-1-2017 amount by 2%
  - July 1, 2019: increase 9-1-2018 amount by 2%
- Libraries that are not a Library Program Area shall have a Library Policies Committee.
- Minimum release for chairs – 6 credits per academic year for the life of the contract.

#### Article VII, Section D

- Unit member appointments to governance committees will be 2-year staggered terms.

#### Article VIII

- A(1)(a)(i) will read: teaching effectiveness, including pedagogical experimentation and community-engaged teaching methods, as exhibited in lecture, seminars, internships, independent studies and other instructional settings.
- Add to A(1)(b),(i): E. Scholarship that includes community-engaged approaches.
- Add to A(1)(b),(ii) to the examples of service “community engaged service.”
- A(1)(b)(ii): Add “scholarship that includes community engaged approaches and methods of dissemination.”
- Add provision requiring a joint VP/chapter president letter reminding evaluators of their duty to maintain the confidentiality of evaluations and evaluation materials.
- Delete paragraph (f) “Interim Assessment” and re-letter as necessary (interim assessment by chair).
- Section 3: Incorporate deans as a separate, mandatory step in evaluations.
- Reorder process so Dean’s evaluation is submitted to the university-wide Committee on Tenure and/or Promotions
- Faculty narrative, insert a new paragraph (h): “There shall be considered in the conduct of an evaluation a narrative, prepared by the faculty member, describing his/her teaching effectiveness, academic advising, continuing scholarship, other professional activities, and alternative professional activities, if any.”
- Re-letter paragraph (h) as paragraph (i).
- Section b(7): Faculty member may submit by electronic means his or her plan of the class to be observed and materials to be used.
- Direct observation form for librarians (See Attachment B)
- Librarian narrative, insert a new paragraph (e): “There shall be considered in the conduct of an evaluation a narrative, prepared by the librarian, describing his/her effectiveness in performing assigned responsibilities, effectiveness in rendering assistance to students, faculty and the academic community, continuing scholarship, other professional activities, alternative professional responsibilities, if any, and his/her teaching responsibilities if teaching credit bearing courses.”
- Re-letter the paragraph (e) as paragraph (f)
- Section E(1)(a): correct section designations (f)

- Section E(1)(a), fourth paragraph: Any SIR II evaluation reports that are received during a fall semester of the evaluation period and that pertain to the preceding spring semester shall be added **by the department chair...** during such fall semester shall **also** be added **by the Department Chair...**
- Section (b): correct for sections (e)
- Section (b), third paragraph: Any SIR II evaluation reports that are received during a fall semester of the evaluation period and that pertain to the preceding spring semester shall be added **by the department chair...** during such fall semester shall **also** be added **by the Department Chair...**
- Section (c): correct for sections (d) and (e)
- D(1)(a): Insert “For the duration of the 2017-2020 collective bargaining agreement, a faculty member may choose to obtain, in addition to the SIR II, anonymous written student comments. For purposes of this option, the faculty member may request that students provide anonymous written comments on a form separate from the SIR II form. Written comments will be collected and inserted into an envelope, sealed, and returned immediately to the faculty. At no time shall the written comments be involuntarily made available to anyone but the faculty member being evaluated.”
- Section G: Members of the Committee on Promotions are not to discuss the vote with candidates prior to the committee chair sending the decision to the candidate.
- Section H: Members of the Committee on Tenure are not to discuss the vote with candidates prior to the committee chair sending the decision to the candidate
- ERC will work to see if it is possible to reduce the number of restrictions on PEC
- Acknowledge administrative access to OPF for maintenance of the file.

#### Article VIII-C

- Maintain current PTR language
- If the total expense on PTR is less than 0.5%, the excess shall be used to increase the part-time per-credit rate.

#### Article XI

- Changes in deadlines:
  - President shall meet with the grievant within 14 days of filing at Step 2.
  - President shall make a decision within 14 days after the step 2 meeting.
  - Association elects to proceed beyond Step 2 within 14 days after the expiration of the period provided under Step 2.

- Step 3: Change all references of 15 days to 14 days in the first paragraph.

#### Article XII

- Section A: Insert “The parties are committed to the importance of student learning outcomes for promoting student success and providing students with a valuable and useful education.”

#### Article XIII, Section C

- Salary:
  - Effective 7-1-17: increase by 1% with an additional 1% increase effective 7-1-17 if revenues for FY18 exceed \$27.072 billion
  - Effective 7-1-18: increase by 2%
  - Effective 7-1-2019: increase by 2%
- Suspend formulary increases for the life of the contract

#### Article XIII, Section D

- Terminal degrees:
  - September 1, 2017: increase by ATB %
  - September 1, 2018: increase by 2%
  - September 1, 2019: increase by 2%

#### Article XIII, Section E

- Promotions:
  - Effective September 1, 2017: Increase the dollar amounts by the ATB %
  - Effective September 1, 2018: Increase the dollar amounts by the 2%
  - Effective September 1, 2019: Increase the dollar amounts by the 2%

#### Article XIII, Section H

- Part-time faculty may be appointed for an academic year.
- Salary Minimums
  - Effective 7-1-2017: Increase the dollar amounts by the ATB %
  - Effective 7-1-2018: Increase the dollar amounts by the 2%

- Effective 7-1-2019: Increase the dollar amounts by the 2%
- Part-time Faculty, new rates are to be *minimum*:
  - Effective 7-1-2017: Increase by 1% with additional 1% increase effective 7-1-17 if revenues for FY18 reach \$27.072 billion.
  - Effective 7-1-2018: Increase by 2%, with additional increase based the excess of the 0.5% pool after PTR expenditures for 2017-2018 are paid.
  - Effective 7-1-2019: Increase by 2%, with additional increase based the excess of the 0.5% pool after PTR expenditures for 2018-2019 are paid.
- Music Instructors
  - Effective 7-1-2017: Increase by 1%, with additional 1% increase effective 7-1-17 if revenues for FY18 reach \$27.072 billion.
  - Effective 7-1-2018: Increase by 2%, with additional increase based the excess of the 0.5% pool after PTR expenditures for 2017-2018 are paid.
  - Effective 7-1-2019: Increase by 2%, with additional increase based the excess of the 0.5% pool after PTR expenditures for 2018-2019 are paid.

#### Article XII, Section J

- The number of faculty who may be hired with a salary in excess of the maximum salary at a university shall be 1% of number of full-time faculty at that university, or one faculty member, whichever is greater.
- Amend Article XIII to provide that the maximum salaries shall be increased as follows:
  - July 1, 2017: 1%, with an additional 1% if revenues for fiscal year 2018 exceed \$27.072 billion
  - July 1, 2018: 2%
  - July 1, 2019: 2%

#### Article XX

- Change the second to last paragraph in Section A as follows:

“Beginning with evaluations in academic year 2018~~5~~-2019~~6~~, whenever a unit member at the rank of Assistant Professor/Assistant Librarian/Associate Librarian is a candidate for tenure and has satisfied the time in rank and years of experience requirements for promotion to the next higher rank, **or is being evaluated for tenure during the sixth year**, the unit member shall be considered for tenure with promotion. The unit member must satisfy the requirements of Article IX and must demonstrate meritorious performance”

- Full-time temporary appointments shall not exceed six consecutive semesters.
- Edit Section C(10) as follows:

~~“This subsection shall be of application only to departments with six (6) or more fulltime members.~~

“Except at the Massachusetts College of Art and Design, not more than fifteen percent (15%) of **the university’s** an academic department’s total number of three (3)-credit and four (4)- credit courses and sections assigned to the department shall be taught by part-time employees during an academic year.

“At the Massachusetts College of Art and Design, not more than twenty percent (20%) of the total number of three (3)-credit courses assigned to departments with six (6) or more full-time faculty shall be taught by part-time employees during an academic year.

**Notwithstanding the two paragraphs above, for the life of the contract the limitations shall be the percentages described above, or the percentage of such sections described above taught by part-time faculty during the fall 2017 semester, whichever percentage is greater.**

“Not included in the foregoing are courses or sections taught by part-time employees hired to replace unit members on any leave of absence; on reduced teaching loads for the purposes of alternative professional responsibilities, Association release time or any other contractual released time; or any unforeseen emergency.”

2017-2020 Proposal on Equivalencies<sup>1</sup> - For life of contract (changes in bold)

<u>MODE OF INSTRUCTION</u>	<u>CONTACT HOURS</u>	<u>SEMESTER HOURS OF CREDIT OF INSTRUCTION</u>
Laboratory Instruction	<del>up to 3</del> <b>1</b>	<del>2</del> <b>1</b>
Physical Education Activity Courses	1	<del>0.5</del> <b>1</b>
Shop Instruction	1	<del>0.67</del> <b>1</b>
Studio Instruction	1	<del>0.67</del> <b>1</b>
Maritime Responsibilities During the Academic Year	1	<del>0.67</del> <b>1</b>
Critique	1	1
Nursing/Allied Health Clinical	1	<del>0.67</del> <b>1</b>
<u>NUMBER OF STUDENTS</u>		
Cooperative Education	1	<del>0.17</del> <b>0.25</b>
Field Work Supervision and Internships	<del>up to 3</del> <b>1</b>	<del>1</del> <b>0.50</b>
Independent and Directed Study <b>(including Honors Directed Study)</b>	1	<del>0.25</del> <b>0.50</b>
<b>Educator</b> Supervision	<del>up to 2</del> <b>1</b>	1
Honors Thesis Supervision	1	<del>0.5</del> <b>1</b>
Graduate Thesis Supervision	1	1
<b>Undergraduate Teaching Assistant Supervision</b>	<b>1</b>	<b>0.50</b>

<sup>1</sup> Any equivalencies in place that are more beneficial to the unit member shall remain in place for the duration of the successor agreement.

## Clarifications

### Article I, Section E

- When reductions of workload are referred to in terms of “semester hours of credit of instruction” or “credit hours” and these provisions could apply to a librarian, the equivalent workload reduction is implied.

### Article IV

- Use of the term “parental leave.”

### Article XII

- School administrator internship supervision shall receive the same credit ratio as student teaching supervision and shall now be called “educator supervision.”

### Article XX

- 4(a)(i) change to: “Master of Library Science (MLS) or Master of Library and Information Science (MLIS) with a terminal degree designation, from, in all cases, an institution accredited at the level of such degree; or....”
- 4(a)(ii) change to: “an appropriate terminal degree other than the kind described in subparagraph (i)....”

## Housekeeping

### Article IV

- Typo – middle of third full paragraph “weeks” should be “seeks.”

### Article VIII

- Capitalize “Program Area Chairs.” (page97)
- Correct “8<sup>th</sup>” course to “11<sup>th</sup>” course at Framingham. (page 100)

### Article XII

- Change “bibliographic instruction” to “information literacy instruction.”
- Section D, fifth line: “research, ~~and~~ publications, service as ....”

Update Appendices O-1 and O-2

## ATTACHMENT A

Elements of the contract provision for MSCA unit members having access to the sick leave bank for purposes of childbirth or adoption.

1. The full-time or salaried part-time unit member must be eligible for the sick leave bank and must satisfy all of the university's requirements for receiving FMLA leave.
2. The unit member must first exhaust the paid leave allowed by the contract for birth/adoption and sick leave; in the case of a librarian the unit member must exhaust these same forms of leave as well as vacation leave. The university may require faculty to utilize excess workload credits before having access to the sick leave bank.
3. Faculty may return to work during an on-going semester after drawing upon the bank and concluding his or her leave. Faculty agreeing to the assignment of an Alternative Professional Responsibility will be evaluated in the performance of these duties. If the faculty and the Vice President cannot agree, the faculty member may decline to return to work until the start of the next semester, but the faculty member shall not be eligible to access the sick leave bank for this period unless the faculty member becomes ill or incapacitated as described in the CBA.
4. The parties will endeavor to anticipate absences due to birth or adoption of a child and to plan absences in a manner that will minimize the disruption for students and the department. The university may require faculty who will begin to utilize the sick leave bank mid-semester to accept an assignment of the sort described in paragraph 3 at the start of the semester in which leave will commence to avoid the need to replace the faculty member mid-semester.
5. If both parents are unit members they may not draw upon the sick leave bank in an amount greater than the amount available to one of them.
6. Unit members absent due to FMLA leave may not render other services for the BHE or any division of any state university while on leave.
7. Prior to the leave, unit members and the University will sign an agreement that describes these contractual provisions, the terms of the specific absence, what forms of paid leave will be used for the absence and the anticipated date of return to work of the unit member.
8. Leave pursuant to these provisions may not be taken on an intermittent basis.
9. Unit members on FMLA leave shall be charged leave for any day during the work year that he/she is on leave with the exception of holidays.
10. As childbirth and adoption are not illnesses or injuries, the phrase "same illness or injury" shall not include access to the bank pursuant to these provisions.

**ATTACHMENT B**

**APPENDIX E-2**

**DIRECT OBSERVATION FORM: LIBRARIAN**

Librarian's Name: \_\_\_\_\_

University: \_\_\_\_\_

Period of Observation(s): \_\_\_\_\_

Attach a copy of the librarian's current job description.

Which elements of the librarian's work were observed and under what conditions?

Describe your assessment of the librarian's work. Please provide examples.

For each item, respond by marking the space under the appropriate category of the key. Mark your response in INK.

**KEY**

SA – Strongly Agree

A – Agree

N – Neither Agree nor Disagree

D – Disagree

SD – Strongly Disagree NA – Not Applicable/Not Observed

	SA	A	N	D	SD	NA
1. The librarian was effective in performing his/her assigned responsibilities.						
2. The librarian was effective in rendering assistance to students, faculty and the academic community.						

