

MSCA Proposal for a One-Year Collective Bargaining Agreement

The MSCA would like to make an effort to reach quick settlement on a successor agreement in light of the current pandemic, which would allow the parties to focus on the increased work necessary to continue to provide high-quality instruction to our students without sacrificing the need to address a significantly changed work situation for our members.

This is the framework for a one-year collective bargaining agreement. The MSCA views this as an extension of the 2017-2020 CBA, with language changes necessitated by the current global pandemic, or that are beneficial to both parties.

A one-year CBA would allow both sides to focus on the emergency at hand taking into account current projections and the likelihood of an extended period of not being able to conduct in-person classes.

Framework:

- This would be a one-year CBA from July 1, 2020 through June 30, 2021.
- Suspend formulary increases for the FY 2021 and use those moneys to increase the per-credit part-time and music instructor rates using the methodology used in the 2017-2020 CBA. Reinstigate formulary increases at the end of the one-year CBA. (Note: This is not an incremental cost item. These are already increases that need to be funded on July 1, 2020. The MSCA is suggesting we shift them from full-time faculty and librarians to part-time faculty.)
- Cap enrollment at 20 students for course sections that were to be conducted in-person but are required to be moved to online/remote instruction.
- Provide part-time faculty with at least 30 days' notice of the cancellation of a course to minimize the time dedicated to converting a course to online/remote instruction for a course that is ultimately canceled.
- Allow part-time faculty in the bargaining unit on the date of a tentative to retain their unit status for the duration of this agreement, or if continuing longer, for the duration of the crisis (as some may not be able to teach online or remotely for a number of reasons).
- Rewrite Article IX, Section A(5) by adding a second paragraph: "At the discretion of a faculty member who holds a tenure-track appointment of the kind described in subsection 2(a), the faculty member may delay the evaluation for tenure to be conducted to the seventh (7th) consecutive academic year. In such cases, the evaluation during the sixth (6th) consecutive academic year shall be a reappointment evaluation conducted using the procedure set forth for a fourth (4th) year evaluation. The President, not later than September 1 of his/her eighth (8th) academic year of service, shall notify the faculty member of the decision of the Board of Trustees to grant or to deny such faculty member tenure. Every such faculty member other than an Instructor who serves the University as a full-time

MSCA Proposal for a One-Year Collective Bargaining Agreement

faculty member for more than seven (7) consecutive years (exclusive of an eighth (8th) terminal year) shall thereby gain tenure. Such consecutive years shall be computed in accordance with the provisions of Article VIII, Section L(2) and L(3).”

- Incorporate the ERC agreements and understandings reached on March 20, 2020 in a side letter. Those agreements and understanding would be in place at each university and for each semester during which a university is not conducting in-person classes.
- For faculty teaching at least six credits in an online/remote format in a semester, allow that one-half of that faculty member’s office hours may be conducted online/remotely. (This is intended to be a change that would remain in place after a university returns to in-person teaching.)
- Expand the use of the sick leave bank provision to include the use for the care of parents, children and spouse.
- Allow instructors who were required to convert in-person courses to online/remote instruction as service for evaluations purposes.
- Create a joint committee to research other student evaluation instruments for a recommendation to the parties. (The intent is that this work would begin soon after ratification so the parties would have a recommendation in a reasonable amount of time.)
- Allow for the digital submission of evaluation materials.
- Create a standing committee on Budget and Finance. (This committee would contain unit members, administrators and students. As with all committees, it would make recommendations only. It would afford more transparency for the public, and broaden creative thinking during the financial crisis that has resulted from the pandemic.)
- Do not allow librarians to be declared “essential personnel” during emergency periods when in-person classes are not being held.
- Classify the MSCA librarians as a department.
- Add a retirement incentive (Attachment A). (Note: This is not an incremental cost item, and is intended on having the effect of decreasing the full-time unit payroll.)
- Modify Article XIII, Section L by adding at the end of the paragraph the boldfaced language: “...to re-open this Agreement for further negotiations **on those economic matters.**”

MSCA Proposal for a One-Year Collective Bargaining Agreement

- Begin negotiations on a successor agreement no later than January 31, 2021.

Change dates throughout the CBA as necessitated by the changes above.

The MSCA reserves its right to withdraw this package proposal and return to our position immediately prior to the proffering of this package should the parties be unable to reach agreement on a framework, or should negotiations on this framework stall.

MSCA Proposal for a One-Year Collective Bargaining Agreement

Attachment A

A. Eligibility

Any unit member who has served at least ten (10) years in the State University system, who is eligible to retire under the retirement system of the Commonwealth of Massachusetts or the Optional Retirement Program, and who is at least fifty-five (55) years of age as of the anticipated date of retirement shall be eligible to receive a retirement incentive subject to notification provisions below.

B. Notification

A unit member must apply by notifying the President of the University in writing of the unit member's intent to retire not less than one (1) year in advance of the unit member's retirement date; provided, however, that this notice requirement may be waived for those who intend to retire within one (1) year after the execution of this agreement who are otherwise eligible and have applied in writing; provided further that this requirement shall be waived for unit members who have been notified that they will be retrenched or unit members who will retire because of medical reasons who are otherwise eligible and have applied in writing.

C. Compensation

An eligible unit member who retires in accordance with the foregoing conditions shall receive a retirement incentive equal to the applicable percentage of that unit member's salary as of the date of retirement in accordance with the following schedule:

Retirement Incentive as a Percentage of Salary

Age on Date of Retirement	Retirement Date Last Fiscal Day of				
	May-August	September	October	November	Dec.-April
55– 60	30.0%	25.0%	20.0%	15.0%	10.0%
61	25.0%	20.8%	16.7%	12.5%	8.3%
62	20.0%	16.7%	13.3%	10.0%	6.7%
63	15.0%	12.5%	10.0%	7.5%	5.0%
64+	10.0%	8.3%	6.7%	5.0%	3.3%

Payment shall be made after the date of retirement and may be spread over a period not to exceed twenty-four (24) months at the election of the unit member.

MSCA Proposal for a One-Year Collective Bargaining Agreement

COVID-19 Issues

- 1. Unit members being required to work on campus?**
Response: It is the understanding of the CoP representatives that no faculty member is required to go to campus to teach at this time. As to librarians, none at BSU are on campus now. At FiSU, two volunteered to be regarded as “essential” and are working. The CoP representatives will inquire if librarians are being required to be on campus while other employees have been told to stay at home.

- 2. Will faculty (librarians) we required to return to campus this semester?**
Response: The CoP representatives reported it is accurate that at some campuses (BSU, FrSU, FiSU and WoSU) faculty will be working remotely for the balance of the semester. The representatives are unsure the arrangements concerning librarians.

- 3. Librarians working remotely.**
Response: See the response to #1

- 4. Access to faculty/librarian offices.**
Response: The Provosts explained the process in effect at their campuses. Permission or notice is required for a unit member to be on campus at this time at some universities and faculty at those universities have been informed.

- 5. Evaluations currently in progress.**
Response: The Committee agreed the unit member and evaluators may transmit the materials electronically. Members will be provided the evaluations electronically via their campus e-mail addresses. The members may respond electronically. The recipient of the member’s e-mail will acknowledge receipt so the member may be assured the response was received and will be added to the dossier.

- 6. Personnel deadlines/response deadlines.**
Response: The Committee saw no need to alter existing deadlines for personnel actions.

- 7. Tenure eligibility (extension of “clock”).**
Response: The Committee saw no need to alter existing deadlines for tenure eligibility.

- 8. Spring 2020 day part-time faculty and DGCE faculty evaluations.**
Response: The Committee agreed that there will be no evaluations of part-time faculty teaching in the day program. In DGCE, instructors who taught courses that were scheduled to be taught in an online modality shall be evaluated. In DGCE, instructors of face-to-face courses that were then moved to remote instruction will not be evaluated.

MSCA Proposal for a One-Year Collective Bargaining Agreement

9. Student evaluations for day Spring 2020 semester.

Response: The Committee agreed student evaluations will not be conducted for day Spring 2020 courses, and as a result faculty will be held harmless¹ for the lack of student evaluations for the Spring 2020 semester. For DGCE courses, student evaluations will be conducted only for courses that were scheduled to be instructed in an online modality, and as a result faculty who were not required to have student evaluations conducted for the Spring 2020 instructional period will be held harmless.

10. Classroom observations for Spring 2020 semester.

Response: Classroom observations will not be conducted in the day program.

11. Advising obligations.

Response: The Committee agreed that faculty should continue to perform advising responsibilities electronically during this crisis period. If the faculty advisor is unable to perform these duties, a professional advisor will assist the student. The CoP representatives confirmed there is no intention to reassign students to a professional advisor.

12. Service obligations.

Response: When considering the evaluation of service obligations, the CoP representatives expressed the view that everybody is doing the best they can. There is no intention to penalize unit members if the committees on which they serve could not meet. There will be a reasonable shift in expectations this semester due to these novel circumstances.

13. Continuing scholarship (conferences canceled, etc.)

Response: If a unit member being evaluated was scheduled to present or attend, but the conference was cancelled, the unit member should inform the evaluators of this, and provide evidence or samples of the work, such as an abstract.

14. APRs that cannot be completed.

Response: The CoP representatives explained that if an APR cannot be completed due to the disruption, the unit member should explain this when being evaluated for the APR.

15. Refund for canceled university-related travel (conferences, etc.)

Response: The universities will address issues of refunds as they determine. The CoP representatives declined to set a policy.

16. Post-Tenure Review deadline of April 1, 2020.

Response: The Committee saw no reason to alter the PTR calendar.

¹ In this context, “held harmless” is defined as present and future evaluators not drawing negative inferences based upon the absence of student evaluations or classroom observations for the Spring 2020 semester.

MSCA Proposal for a One-Year Collective Bargaining Agreement

17. Student complaints [how will they be handled?]

Response: The CoP representatives explained the chair or EO officer (depending upon the nature of the complaint) and unit member will communicate in accordance with university policy, which at this time means they will communicate electronically.

18. Student access to online remote learning.

Response: In response to concerns that students do not receive or have difficulty with remote learning, the CoP representatives replied evaluators will consider the circumstances. They also offered that the chief academic officers are concerned and attentive to the fact that students may have technology and internet service issues to address.

19. Communication with students.

Response: Professor O'Donnell noted that communication is occurring by e-mail, primarily. Dr. Cardelle commented that some schools are allowing access to software by which faculty send emails that are texted to the students' phones. The replies of the students are received in the unit member's e-mail.

20. Obligations related to students with disability.

Response: The CoP representatives replied faculty should continue to work with the campus disability resource officer questions concerning accommodations for disabled students.

21. Tutoring.

Response: Prof. O'Donnell asked if the schools were providing tutors to students while studying remotely. The Provosts explained that tutoring was being made available at their campuses. In addition, most schools are remotely operating their writing centers.

22. Pass/fail options.

Response: The CoP representatives explained the universities that are considering such options will address them through local governance.

23. Online and remote delivery of lectures.

Response: Prof. O'Donnell asked if any campus is not permitting both/all options of instruction, and is training being made available to faculty? There is training for Blackboard and Google Hangouts, Provost Cardelle replied. FiSU also is making help desk support available to unit members. The Committee acknowledged the value of sharing the training provided by or prepared at one school with the other schools. Provosts Cardelle and Ismaili both offered to share the links to training that each has utilized.

24. Will software subscriptions necessary to teach online/remotely be supplied/paid for by the university?

Response: Provosts Cardelle and Ismaili explained the reactions at their universities, but this is a fiscal issue beyond the range of their authority. It is dependent upon the schools, they replied.

MSCA Proposal for a One-Year Collective Bargaining Agreement

25. Privacy issues for online/remote teaching.

Response: The Association representatives expressed concern of faculty of being “watched.” It would be helpful if the provosts could put out something similar to what the Provost at NYU circulated. Prof. O’Donnell stated there is contract language that is applicable, and the union would enforce the language, if required.

26. Academic integrity (tests, final exams, etc.)

Response: Faculty are concerned about students’ academic integrity and how to address these concerns. The Provosts explained that FiSU bought some licenses for two departments for specific software. BSU’s testing center is trying to address these issues, as well.

27. Office hours.

Response: The Committee agreed office hours may be conducted online during this period of remote teaching.

28. Modes of instruction not adaptable to online/remote teaching.

Response: The Committee acknowledged that faculty are trying alternatives, In some courses, students will be graded upon work performed (ensemble music, for instance) up to the shift to remote teaching. The parties acknowledged this situation is dynamic.

29. Availability of laptops for faculty?

Response: The CoP representatives replied that to the extent this has been a problem for faculty, especially for part-time and DGCE faculty, some schools have been loaning laptops. The faculty member should check at their school.

30. Can faculty take [their] desktop home?

Response: No.

31. Sick leave/administrative leave for FT faculty and librarians.

Response: The Committee agreed this question is presently moot.

32. Sick leave for part-time & DGCE faculty.

Response: The CoP representatives stated these employees are entitled to statutory leave under state law, and may receive benefits under the newly enacted Federal law. The Association replied it does not want to see people off the payroll. The CoP representatives replied the availability of leave all depends upon the particular circumstances.

MSCA Proposal for a One-Year Collective Bargaining Agreement

33. Sick leave bank.

Response: The Committee acknowledged the parties agreed unit members who belong to the bank do not have to be off the payroll for five days. The usual contract terms will apply in the event the bank is close to depletion. Prof. O'Donnell noted there is only one opportunity for a unit member to join the bank in the fall. He asked if the BHE would consider permitting non-bank members to join the bank earlier. Mr. Cox and Prof. O'Donnell shared the opinion that the parties could waive the contract provision to allow early joining of the bank. Mr. Cox replied he would consult with his principals and reply to Prof. O'Donnell.

34. Virtual governance committee meetings.

Response: The Committee agrees virtual committee meetings are positive and necessary, and are suitable for governance meetings. The universities and committees need to assure the members of the university community can observe. Furthermore, the Committee sees value in the governance committees being prepared to start working promptly upon the start of the next academic year. They agreed that the universities and local unions should collaborate to be prepared and ready to start working as close to go September first as possible. Department meetings also shall continue virtually.

35. Faculty/librarian searches.

Response: The Committee observed most searches are nearly complete, those underway will be conducted virtually. Every department has the discretion to decide if a search now in progress will proceed or not.

36. Department chair elections.

Response: The Committee does not endorse extending the time for elections. The Department should conduct the election electronically by a process it determines.

37. AUC elections at Fitchburg and Worcester.

Response: The Association will address this issue.

38. Grievances.

Response: The hearings will be handled electronically unless the hearing participants mutually agree to meet in person. The parties encourage reasonableness in extending deadlines for hearing and responses when requested.

39. Librarians not able to reduce vacation leave by June 30, 2020.

On March 26, 2020 the BHE agreed to extend the deadline to September 1, 2020.

40. Graduation.

Response: The Provosts reported that most schools have postponed their ceremonies, and have not yet rescheduled them. This item will remain on the agenda.