

## 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 allowing 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 (7<sup>th</sup>) consecutive academic year. In such cases, the evaluation during the sixth (6<sup>th</sup>) consecutive academic year shall be a reappointment evaluation conducted using the procedure set forth for a fourth (4<sup>th</sup>) year evaluation. The President, not later than September 1 of his/her eighth (8<sup>th</sup>) 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.