

BHE Proposal for a One-Year Collective Bargaining Agreement

In effort to reach a successor agreement in the midst of the current pandemic, the BHE offers the below framework for a one-year collective bargaining agreement. The BHE regards this as an extension of the current 2017-2020 collective bargaining agreement, with language changes that incorporate some of the demands of the MSCA, and that address the Paid Family and Medical Leave Act required contributions. The BHE strongly believes that this one-year successor agreement proposal will benefit both parties in light of the financial circumstances that the state universities face.

This one-year proposal is offered as a package, although the BHE bargaining team remains committed to further discussing the language proposals herein.

Article XIII, Section C, Annual Salary Adjustments: Fulltime Unit Members: The annual salary rate of every full-time unit member and salaried part-time faculty member who is then employed shall, with an effective date of July 1, 2020, be increased by zero percent (0%).

In the event that on or before January 1, 2021, a collective bargaining agreement is submitted by either the Governor or the Secretary of Administration and Finance and funded by the Legislature, and in the event that such agreement contains provisions for across-the-board salary increase with no counter-balancing provisions for cost savings in excess of the increase contained in this Agreement, the parties agree, at the request of the Association, to re-open this Agreement for further negotiation.

Article XIII, Section H, Salary and Stipend Adjustments: The rate of pay for all other part-time unit members shall be increased by zero percent (0%), with an effective date of July 1, 2020.

H(3): One-half of one percent (0.5%) of the unit payroll on April 2020 shall have subtracted from it the sum of all Post-Tenure Review increases made during the 2019-2020 academic year. The difference then shall be divided by the total number of credits taught by part-time faculty during the 2019-2020 academic year in order to increase the per-credit part-time and music instructor rates using the methodology used in the 2017-2020 collective bargaining agreement.

Add to Article IV, Supplemental Benefits:

Paid Family and Medical Leave

- a. Massachusetts's Paid Family and Medical Leave Act ("PFMLA"), codified as Mass. G.L. c. 175M, provides eligible bargaining unit members with paid family and medical leave. This leave is funded through mandatory payroll contributions at a rate that is assessed annually by the Department of Family and Medical Leave, as a percentage of an employee's annual wages. The Department attributes a portion of the mandatory payroll contribution separately to medical leave and to family leave. Bargaining unit members shall pay 40% of the medical leave contribution rate and 100% of the family medical leave contribution rate from their eligible wages.

- b. As of January 1, 2021, eligible bargaining unit members shall be entitled to take leave in accordance with Mass. G.L. c. 175M and the applicable regulations promulgated thereunder.
- c. Leave taken under M.G.L. c. 175M shall run concurrently with leave taken under other applicable state and federal leave laws, including the Commonwealth's Parental Leave Act (M.G.L. c. 149, § 105D) and the Family and Medical Leave Act of 1993 (29 U.S.C. 2601 et seq.), as amended, and leave under Section A of this Article IV to the extent the same are congruent.

PFMLA language shall be incorporated throughout Article IV where applicable.

Add to Article XII, Section A(4), Prior Scheduling and Cancellation of Classes: The Vice President shall make best efforts to provide part-time faculty with at least 30 days' notice of a course cancellation, to minimize the time dedicated to converting courses to online/remote instruction for courses that ultimately may be canceled. The Vice President shall consult with the Chair regarding any cancellations made during the period of thirty (30) days prior to the first day of classes; however, the Vice President retains full discretion to make such cancellation decisions and at no cost to the university. Such decisions made by the Vice President shall not be subject to Article XI.

Part-time faculty in the bargaining unit on the date of this tentative agreement shall retain their unit status for the one-year duration of the agreement, irrespective of whether they have been assigned to teach a course during the one-year duration of the collective bargaining agreement. This provision shall terminate on June 30, 2021.

Add to Article IX, Section A(5), Tenure Entitlement: For academic year 2020-2021, at the discretion of a faculty member who holds a tenure-track appointment of the kind described in subsection 2(a) of this Article, that faculty member may delay the evaluation for tenure to be conducted in 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 governing a fourth (4th) year evaluation. The President, not later than September 1 of the faculty member's 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. Each such faculty member other than an Instructor who serves the University as a full-time 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). This provision shall terminate on June 30, 2021.

Add to Article XII, Section A(3), Academic Advising and Student Assistance: A faculty member teaching at least six credits in an online/remote format in the fall 2020 or spring 2021 semesters shall be permitted to hold one-half of their required office hours, as prescribed in this Section, remotely during the respective semester the faculty member is teaching at least six credits in an online/remote format. This provision shall terminate on June 30, 2021.

Add to as an Addendum: Taskforce for Evaluation of Internship Supervision

Create a taskforce composed of no more than eight (8) members (four (4) representatives of the bargaining unit and four (4) administrative representatives) who will work in parallel with contract negotiations to identify electronic instruments and a process for administering student evaluations, which the negotiation teams will consider for incorporation into the 2020-2021 collective bargaining agreement before its final approval and ratification. The responsibilities of the taskforce will be:

- (a) Identify an existing, or develop a new, electronic student evaluation instrument that can be used for in-person courses;
- (b) Identify an existing, or develop a new, separate electronic student evaluation instrument that can be used for hybrid and remote/online courses;
- (c) Identify a modality for administration of the student evaluation instruments; and
- (d) Identify a new vendor for the administration of the evaluation instruments and analysis of the results.

Revision of Article VIII, Section D, Materials to be Used in the Conduct of Evaluations, to: Materials may be submitted by the unit member electronically, in a format determined by the University; or on paper. Materials that cannot be submitted electronically or on paper (e.g., videos, interactive websites, etc.) shall be submitted in whatever format in which they exist.

Revision of Article VIII, Section D (1)(b), Classroom Observations, to: Whenever he/she deems it appropriate, the Dean **and/or the Vice President (not simultaneously, if both elect to observe the unit member)** may observe the class or classes of any faculty member for the purpose of evaluating his/her teaching effectiveness, if such faculty member is being evaluated in accordance with Section B(1), B(2)(a) or B(2)(b) of this Article. During any semester in which the Dean **and/or the Vice President** observes any course or courses of a faculty member, and as soon as is practicable thereafter, he/she shall meet with the faculty member for the purpose of discussing his/her observations of the faculty member's performance in the classroom. Such meeting shall take place before the final version(s) of the classroom observation form are completed.

Revision of Article VIII, Section D (1)(i), Limitation on Materials Submitted for Reappointment during the Third and Fifth Years, to: The materials to be included in the evaluation of a full-time faculty member during his/her third and fifth years of employment shall only include a narrative by the faculty member (describing his/her teaching effectiveness; academic advising; continuing scholarship; other professional activities, and alternative professional responsibilities, if any), student evaluations administered pursuant to paragraph (a) above; and classroom observations conducted by the Department Chair and, **whenever deemed appropriate, the Dean and/or the Vice President**, pursuant to paragraph (b) above.

Revision of Article VII, Section 2(b), Classroom Observations, to: Whenever he/she deems it appropriate, the Dean **and/or the Vice President (not simultaneously, if both elect to observe the unit member)** may observe the class or classes of any part-time member of the faculty for the purpose of evaluating his/her teaching effectiveness.

Revision of Article VIII-C, Section B(6), Material for Review to: The following materials shall be submitted for and considered in the post-tenure review of each member of the bargaining unit under this Section B. Materials may be submitted electronically, in a format determined by the University; or on paper. Materials that cannot be submitted electronically or on paper (e.g., videos, interactive websites, etc.) shall be submitted in whatever format in which they exist.

Revision of XXI, Section A, Duration, to: This Agreement shall expire at midnight on June 30, 2021. Either party may at any time give notice to the other requiring commencement of negotiations for a successor agreement. Negotiations for a successor agreement shall commence no later than **March 31, 2021**.

The BHE reserves its right to withdraw this one year package proposal at any time and return to the negotiation of a three year successor agreement, the proposals of which have been submitted as of this July 20, 2020