

MSCA Proposal for a 1-Year Contract Extension

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, if agreed to and ratified in a timely manner, would allow both sides to focus on the emergency at hand.

To provide adequate time for management to review these proposals and to consider this one-year extension, the MSCA is offering to revise the ground rules to allow new proposals to be placed on the table up to the seventh negotiation session.

The MSCA reserves its right to withdraw these proposals for a one-year contract extension and return to our proposals for a three-year successor contract should the parties be unable to reach a timely agreement on a one-year extension or should negotiations on a one-year extension be delayed.

This would be a one-year CBA from July 1, 2020 through June 30, 2021.

Health & Safety:

- The administration will provide adequate and appropriate PPE for all employees and students who will be on campus.
- The administration will provide clear training on safety protocols for all faculty, staff, and students who will be on campus before unit members are expected to return to campus.
- The administration will ensure all classrooms and utilized workspaces meet CDC recommendations for safety, including adequate ventilation and appropriate density to meet social distancing guidelines. Workspace meeting these guidelines will be provided to all unit members and students who may be on campus for classes, but during periods when they are not in the classroom. Concerns about unsafe workspaces must be negotiated with the unions.
- Faculty who are at a heightened risk for developing COVID-19 disease (based on age or pre-existing health factors) or those residing with family members who are at a heightened risk will be given the option to work from home. This should be granted at the request of the unit member without any requirement to disclose private medical information or provide documentation. Anyone with children at home has the option to work from home.
- The administration will provide free testing to all employees and students who are on campus, or travel to and from campus, weekly. They will offer appropriate isolation/quarantine spaces for anyone testing positive. They will have a system in place to notify any unit member, staff, or student who may have been in contact with an individual who has tested positive. The administration will inform the campus community of any positive cases or outbreaks. Any private medical information, including positive tests of individuals, will be kept confidential.

- Unit members will not be responsible for enforcing health and safety protocols for students. Those responsible for such enforcement will be appropriately trained and monitored.
- Unit members will not be expected to clean classrooms, libraries, or other public learning environments.
- Expand the use of the sick leave bank provision to include the use for the care of parents, children and spouse.
- Add a retirement incentive (Attachment A).

Quality Education:

- Cap enrollment at 20 students for course sections that were to be conducted in-person but are required to be moved to online/remote/hybrid/blended instruction.
- 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.)
- Workload Adjustments for Course Conversion and Course Delivery:

Faculty members shall have prior and reasonable consultation regarding their assignment. Instructors who develop fully online/hybrid/remote/blended courses will be expected to engage with resources and expertise available on their campuses to ensure that the course or section offers a quality learning experience to students.

Faculty members who are required to convert a traditional course or section to fully online/hybrid/blended will be granted a workload modification or other accommodation in recognition of the time and effort required for course development work but no additional compensation. A workload modification or accommodation shall be articulated in writing between the faculty member and Department Chair.

Librarians who have had to convert their work to an online format shall be given comparable accommodations.

The faculty member or librarian will choose one of the following options:

- 1) future course release or librarian work release – timing to be determined with approval of the Department Chair; LPAC/Director in one of the following seven semesters;

- 2) credit towards service and/or scholarship in reappointment, tenure, promotion, or post-tenure review.
- **Technology and course design support:** The administration will provide all support necessary for faculty to convert and teach in-person plus blended and fully-online courses, including technological assistance as well as instructional design. Faculty with specialized training and/or experience in online education may receive APR release time to provide additional technical and instructional design support and mentoring to colleagues in accordance with Article XII, Section D.

Equity:

- 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 during the Spring 2020 semester to retain their unit status for the duration of this agreement 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 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)."
- 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.)
- **Racial Justice Standing Committee:** Create a standing committee on anti-racism and anti-discrimination. This committee will contain unit members, administrators, and students. The committee will work to promote racial justice and identify, evaluate, and work to remedy institutional barriers which perpetuate racial exclusion and disparities. Duties will include: evaluating and making recommendations on university policies, including tuition

and fee structures; researching hiring and progress of faculty and librarians of color; assessing potential racial inequities within campus support services, student graduation rates, and student retention data; and evaluating and making recommendations on anti-racism training and anti-racism curriculum.

- 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.
- Flex time: Librarians’ access to flex time upon agreement with LPAC/Library Director.

Evaluations:

- 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.

Other:

- Incorporate the relevant ERC agreements and understandings for the Spring 2020 semester. Those agreements and understanding would be in place at each university and for each semester during which a university is not conducting normal in-person business. (Attachment B)
- 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.**”
- Begin negotiations on a successor agreement no later than January 31, 2021.
- Change dates throughout the CBA as necessitated by the changes above.

The agreement shall be subject to the ratification by both parties. The parties shall have the right to voluntarily reopen by mutual agreement based on changed circumstances.

ATTACHMENT A

MSCA Proposed Retirement Incentive Program

1. The individual state university presidents may elect to have their University participate in the Retirement Incentive Program (“Program”) and to offer retirement incentives to MSCA unit members in accordance with this Memorandum. The President will inform the MSCA state-wide and chapter president as well as unit members employed at its university no later than August 31, 2020 if the university will participate in the Program. If a university participates in the Program it shall allow unit members at least sixty (60) days to announce their intention to participate in the Program.
2. A President may elect, at the president’s sole discretion, to make incentives available to unit members. Incentives may be made available to unit members who apply and leave service at the conclusion of the Fall 2020 semester through the end of this 1-year contract extension. A unit member may revoke their election to participate in this Program up until December 31, 2020.
3. A unit member who informed the University prior to this agreement their intention to retire prior to the start of the Spring 2021 semester will not be eligible to participate in this Program.
4. To be eligible to participate in this Program, in addition to the other requirements for participation contained herein, the unit member must:
 - a. Be a full-time, tenured or tenure-track unit member or a salaried part-time faculty member employed or on an approved leave of absence for the Fall 2020 semester;
 - b. Be eligible by their retirement date to retire pursuant to the requirements of the State Retirement Board or Optional Retirement Plan; and
 - c. Resign their position for the purpose of retiring from service or deferring retirement in accordance with the requirements of the State Retirement Act on or before June 30, 2021.
5. The value of the incentive payment will be based upon the employee’s years of creditable service for purposes of retirement that the unit member has accrued at Massachusetts public higher education institutions. The unit member must have accrued at least ten (10) years of creditable service as a unit member at the state university where the unit member is presently employed. The payments available are:
 - \$20,000 for eligible employees with thirty (30) or more years of creditable service as of the employee’s date of resignation;
 - \$18,000 for eligible employees with twenty-five (25) or more years of creditable service, but fewer than thirty (30) years of creditable service as of the employee’s date of resignation;

- \$15,000 for eligible employees with twenty (20) or more years of creditable service than but fewer than twenty-five (25) years of creditable service as of the employee's date of resignation; or
 - \$10,000 for eligible employees with less than twenty (20) but at least ten (10) years of creditable service as of the employee's date of resignation.
6. The university president may elect to limit the number or total funding of incentives available to MSCA unit members. The university president shall notify the chapter president of such a limit by September 1, 2020. In the event more employees in the bargaining unit seek to receive incentives than the president intends to grant to MSCA unit members, the president shall grant incentives on the basis of the greatest seniority, as defined in Article X, Section C(4), of the collective bargaining agreement.
 7. The employer waives the requirement of 90-days' notice necessary to receive the sick-leave buy-back for those unit members participating in this Program.
 8. The employer waives the requirement of Article XV, Section C, that a member on, or having returned from, a sabbatical leave provide further service to the University for unit members applying for this Program.
 9. The Commonwealth will withhold taxes from the incentive payment. The Commonwealth will not regard the incentive payment as regular compensation for purposes of determining a unit member's retirement allowance.
 10. If a unit member who receives a Retirement Incentive accepts full-time employment with an executive branch agency (including an institution of public higher education), the unit member shall return the incentive payment. Unit members participating in this Program may teach on a part-time basis (but not on a salaried part-time basis), or in DGCE, or may accept part-time state employment in other than a teaching or librarian position subject to the limitation provided by state law.

Should the Commonwealth of Massachusetts enact a Retirement Incentive Plan which allows for either an increase in the employee's pension or provides a cash incentive to MSCA unit members, employees will not be eligible to participate in both this Program and the Commonwealth's plan.

ATTACHMENT B

ERC Agreements for Spring 2020

Working on Campus: No unit members are required to work on campus at this time although members may choose to do so with the consultation and agreement of the administration and following any on-campus safety regulations. Members seeking access to their offices for work-related purposes will follow the processes in effect at their respective campuses.

Evaluation Transmission: Unit members and evaluators may transmit 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.

Part-time faculty evaluations: There will be no evaluations of part-time faculty teaching in the day program.

Student evaluations: student evaluations will not be conducted for day Fall 2020 courses, and as a result faculty will be held harmless* for the lack of student evaluations for Spring 2020 and Fall 2020 semester.

Classroom observations: Classroom observations will not be conducted in the day program during Fall 2020 and as a result faculty will be held harmless* for the lack of classroom observations for Spring and Fall 2020. Faculty going up for tenure, promotion, and/or post-tenure review in the Fall of 2020 may request classroom observations by the chair and/or PEC if they choose to do so for their portfolio. Such observations should follow the personnel calendar.

Advising obligations: Faculty will continue to conduct 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.

Service obligations: 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.

Continuing scholarship: 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.

Alternative Professional Responsibilities: If an APR cannot be completed due to the disruption, the unit member should explain this when being evaluated for the APR.

Student complaints: 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.

Office hours: Office hours may be conducted online during this period.

Sick leave bank: 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.

Governance Committees & Department meetings: 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.

Grievances: 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.

*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 or Fall 2020 semester.