

BHE's Remaining Proposals for a Successor Agreement
August 19, 2020

The BHE is making the following proposals in accordance with the revised Ground Rules that require that all proposals, including all financial proposals, be made by the seventh bargaining session. The proposals that follow are separate and distinct from the one-year package proposal, and shall be added to the list of proposals already made by the BHE. The BHE reserves the right to correct any errors contained in its proposals.

The remaining proposals submitted by the BHE are as follows:

Article IV, Paid Family and Medical Leave Act;
Updated Proposal relative to Task Force for Student Evaluation Instrument;
Article VIII-C, Post Tenure Review;
Appendix D-1(b), Remote Observation Form;
Article XII, Defining Academic Advising;
Updates to Appendix H, to include definition of academic advising;
Updates to Appendix C4;
Article XIII, Annual Salary Adjustments; and
Article X and X-A, Retrenchment and Academic Program Development.

Article IV, Supplemental Benefits and Holidays

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, which shall set the rate 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 as an Addendum: Task Force for Student Evaluations of Internship Supervision

Create a task force 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 instrument(s) and a process for administering student evaluations, which the negotiation teams will consider for incorporation into the 2021-2020-2021 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 with particular attention to finding an instrument that considers the potential for does not perpetuate racial and gender bias in the evaluation process;
- (b) Identify an existing, or develop a new, separate electronic student evaluation instrument that can be used for hybrid and remote/online courses with particular attention to finding an instrument that considers the potential for does not perpetuate racial and gender bias in the evaluation process;
- (c) Identify a modality for administration of the student evaluation instruments including a potential new vendor if necessary; and
- ~~(d) Identify a new vendor for the administration of the evaluation instruments and analysis of the results.~~

While this work is being completed there will be no student evaluations conducted during the 2020-2021 CBA period. Faculty will be held harmless for the lack of these evaluations in the reappointment, tenure, promotion and PTR process.

ARTICLE VIII-C - POST-TENURE REVIEW

A. General

Unit members who have held tenure for not less than six (6) years shall be eligible for post-tenure review in accordance with the provisions of this Article VIII-C.

No member of the bargaining unit shall be evaluated for promotion and reviewed under this Article VIII-C during the same academic year.

No member of the bargaining unit shall be reviewed under this Article VIII-C while on a leave of absence to serve as an academic administrator.

Any member of the bargaining unit who, by reason of illness or being on a leave of absence on a full-time basis, is disabled on April 1 from giving timely notice of his/her election under Section B of this Article VIII-C shall be entitled to give notice of his/her election within a reasonable period after his/her disability ceases.

B. Eligibility for and Conduct of Reviews

1. Initial Post-tenure Review

This subsection 1 shall apply to members of the bargaining unit who have not before been reviewed pursuant either to this Article VIII-C, Article VIII-C of the 2014-2017, 2012-2014 or 2009-2012 predecessor agreements or to Alternative One of Article VIII-C of the 2004-2007 or 2007-2008 predecessor agreement to this Agreement. Any such member of the bargaining unit who, at the commencement of any academic year, will have held tenure for not less than six (6) academic years may, on or before the immediately preceding April 1, give to the Vice President written notice of his/her election to be reviewed during such academic year.

2. Subsequent Post-tenure Reviews

This subsection 2 shall apply to members of the bargaining unit who have been reviewed at any time pursuant either to this Article VIII-C, Article VIII-C of the 2014-2017, 2012-2014 or 2009-2012 predecessor agreements or to Alternative One of Article VIII-C of the 2004-2007 or 2007-2008 predecessor agreement to this Agreement. Any such unit member who, at the commencement of any academic year, will have held tenure for not less than six (6) academic years since the conclusion of the academic year in which was conducted his/her most recent preceding review may, on or before the immediately preceding April 1, give to the Vice President written notice of his/her election to be reviewed during such academic year.

In the case of any such member of the bargaining unit who, at the conclusion of his/her most recent preceding review, elected to participate in a professional development plan pursuant to Section B(249), the academic year in which such preceding review occurred shall be the following:

- a. if the review conducted following completion of the professional development plan yields a rating higher than the rating given in the original review, the academic year in which was conducted the review following completion of the professional development plan shall, for the next subsequent post-tenure review, be the most recent preceding review; or
- b. if the review conducted following completion of the professional development plan yields no rating higher than the rating given in the original review, the academic year in which was conducted the original review shall, for the next subsequent post-tenure review, be the most recent preceding review.

3. Rescission of Election to Be Reviewed

An election to be reviewed during any academic year may be rescinded up until the April 1 immediately preceding the academic year during which the review is to be conducted. Thereafter, any election to be reviewed may (up until the deadline for submitting materials for the review) be rescinded only for a medical emergency. No review may be postponed for any reason.

4. Schedule of Eligibility for Review

Beginning with academic year 2011-2012, the schedule of eligibility for review is depicted in Section G of this Article VIII-C.

5. Review Period

The post-tenure review of each member of the bargaining unit shall address itself to his/her performance during the period encompassing the lesser of all academic years (including the period of any leaves of absence) since and including either (a) the academic year in which he/she first held tenure or (b) the academic year in which was conducted his/her most recent preceding post-tenure review; provided only that a member of the bargaining unit may elect a review period that encompasses not fewer than the seven (7) academic years immediately preceding the academic year during which the post-tenure review is to be conducted.

Beginning with academic year 2011-2012, the review periods for unit members electing to be reviewed in their first year of eligibility for any initial or subsequent post-tenure review are depicted in Section G of this Article VIII-C.

6. Materials for the Review

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 submitted that can be submitted on paper shall be submitted on paper. Other materials that cannot be submitted on paper (e.g., videos, interactive websites, etc.) shall be submitted in whatever format they exist. An electronic copy of all materials may also be submitted at the unit member's discretion.

- a. all the materials that are described in Section D(1) (in the case of faculty) or Section D(3) (in the case of librarians) of Article VIII of this Agreement and that pertain to the period of the review; and
- b. a statement in which the member of the bargaining unit addresses, with reference to the criteria depicted in Section A(1) (in the case of faculty) or Section A(3) (in the case of librarians) of Article VIII of this Agreement, his/her academic and professional activities, including his/her continuing scholarship, during the period of the review.

All such materials shall be submitted to the Vice President by September 30 of the review year.

7. Conduct of the Review

During the fall semester of the review year, the Department Chair of each faculty member (and of any librarian then teaching in the department) who is being reviewed under this Section B shall conduct a classroom observation in the manner described in Section D of Article VIII of the Agreement. When completed, the record of such observation shall be transmitted to the Vice President and added to the materials submitted in accordance with subsection 6.

During the fall semester of the review year, the Library Program Area Chair or Library Director, as appropriate, of each librarian who is being reviewed under this Section B shall conduct a direct observation in the manner described in Section D of Article VIII of the Agreement. When completed, the record of such observation shall be transmitted to the Vice President and added to the materials submitted in accordance with subsection 6.

If a Department Chair or Library Program Area Chair does not hold tenure or is being reviewed under this Article VIII-C, a tenured member of the department or library, as appropriate, elected by and from among the tenured members of the department or library, shall serve in the Department Chair's or Library Program Area Chair's stead for all purposes under this Article VIII-C. If a tenured member other than the Department Chair or Library Program Area Chair is not available for the purposes of this paragraph, a tenured member of a cognate department or of the library shall be elected by the tenured members of the affected department or library (or by the tenure-track members of that department or library if there are no tenured members eligible to vote).

The Dean shall conduct and complete the review by April 1st of the review year. In doing so, he/she may consult with the Department Chair of the unit member's department or, in the case of librarians, with the Library Director or the Library Program Area Chair, as appropriate. The Dean shall record his/her determination that the unit member's work is rated "performance needs attention" or ~~no adjustment warranted,~~ "3% adjustment warranted" or "award 6% adjustment warranted" and shall set forth clear and convincing reasons for it. Promptly upon

the completion of all such reviews and the transmittal of each to the member of the bargaining unit to whom it pertains, the Vice President shall transmit to the Chapter President a list on which is set out the name of and the rating given to each such member of the bargaining unit.

Within ten (10) days following receipt of the Dean's decision, the unit member shall have the right to submit a response to the decision for inclusion with the review material and, within ten (10) days thereafter, shall have the right, in company (at the unit member's discretion) with an Association representative, to discuss the Dean's assessment. Within five (5) days following such meeting, the Dean, who shall not have the authority to reduce a rating but may increase one, shall communicate his/her final assessment to the unit member in writing. Promptly upon the completion of all such final assessments and the transmittal of each to the member of the bargaining unit to whom it pertains, the Vice President shall transmit to the Chapter President a list on which is set out the name of and the final rating given to each such member of the bargaining unit.

Other than for a procedural error that would change the outcome of the assessment, a unit member Within five (5) days following his/her receipt of the Dean's final assessment, the unit member may not elect, by a written notice, to appeal appeal the Dean's assessment. Appeals relative to a procedural errors that would change the outcome of the assessment shall be filed with the Dean within five (5) days following receipt of the final assessment. An appeal based on procedural grounds shall describe the procedural errors that occurred and the reason(s) why such a procedural error would change the outcome of the to the President. At assessment. At the request of the unit member made with the filing of an appealsuch notice, the Dean President, within ten (10) days thereafter, shall convene a meeting with the unit member, in company (at the unit member's discretion) with an Association representative, to discuss the procedural error(s) related to theDean's assessment. Within five (5) days following such meeting (or within five (5) days following the written notice of appeal if no such meeting has been requested), the DeanPresident, who shall not have the authority to reduce a rating, shall communicate his/her decision to the unit member in writing. Promptly after making all such decisions on a procedural appeal and transmitting each to the member of the bargaining unit to whom it pertains, the President shall transmit to the Chapter President a list on which is set out the name of and the rating given to each such member of the bargaining unit.

8. Effect of Ratings

A rating of "~~award6% adjustment warranted~~" shall yield a one-time merit award of \$4,800, which shall not be added to a unit member's base salary. A rating of "performance needs attention" shall yield no merit award. base salary increase of 6%; a rating of "3% adjustment warranted" shall yield a base salary increase of 3%; and a rating of "no adjustment warranted" shall yield no base salary increase. Each base salary increase shall be based on the unit member's salary as it was on the preceding October 1 and shall have effect on the preceding July 1.

A rating of “performance needs attention~~no adjustment warranted~~” shall not affect a unit member’s eligibility for promotion.

~~9.~~ Funding of Post-tenure Review Increases

~~From and after academic year 2011-2012, each University shall annually expend in the form of base salary increases under these provisions not less than an amount equal to one-half of one percent (0.5%) of the full-time unit payroll as such payroll is on April 1 of the year during which the reviews are being conducted. Such amount shall, if necessary, be adjusted as follows at each University:~~

- ~~a. the undertaking to expend not less than an amount equal to one-half of one percent (0.5%) of the full-time unit payroll during each academic year is premised on the supposition that twenty-five percent (25%) of the tenured unit members at such University will be reviewed during each such year;~~
- ~~b. in the event, therefore, that either more or fewer than twenty-five percent (25%) of the tenured members of the bargaining unit are reviewed at such University in any such year, then the amount minimally required to be expended in such year for post-tenure reviews at such University shall be one-half of one percent (0.5%) of the full-time unit payroll at such University multiplied by the fraction equal to (y), the number of tenured members of the bargaining unit at such University who are to be reviewed in such year, divided by (z), the number equal to twenty-five percent (25%) of the tenured members of the bargaining unit at such University. This calculation shall be done as of the April 1 preceding the conduct of the post-tenure reviews to the funding of which the calculation pertains.~~

~~10.9.~~ Professional Development Plan

A unit member who receives a final rating of either “~~3% adjustment warranted~~” or “performance needs attention” shall be recommended for a performance development plan. Should the unit member elect to engage in a professional development plan, the unit member shall have the right to be reevaluated two years from the date of implementation. ~~no adjustment warranted~~” shall thereupon have the right to make the following election: (i) to engage in a professional development plan in the manner described below; or (ii) to take no further action.

Following completion of a two-year professional development plan, a further review will be conducted in accordance with the provisions of subsections 5, 6 and 7 above. The review period shall comprise the ~~review~~ period of the review that occasioned the professional development plan and the period during which the unit member was engaged in the professional development plan itself.

A member of the bargaining unit whose original rating was “performance needs attention~~no adjustment warranted~~” may, following completion of a professional development plan, receive a rating of “award no adjustment warranted,” “~~3% adjustment warranted~~” or “~~6% adjustment warranted~~.” A member of the bargaining

~~unit whose original rating was “3% adjustment warranted” may, following completion of a professional development plan, receive a rating of “3% adjustment warranted” (affording no additional base salary increase) or “6% adjustment warranted” (affording an additional three percent (3%) base salary increase). Receipt of “award warranted” will result in the one-time, merit based awards of \$4,8000. The base salary increase, if any, shall be effective on the then preceding July 1, as described in subsections 8 and 9 above.~~

If a unit member elects a professional development plan, it will be established and implemented as follows, regardless of whether the responsibility for the review conducted in subsection 7 of this Article was assigned to the Dean.

- a. The Dean shall prescribe the plan of professional development, ~~including its duration,~~ by May 15th of the review year after consultation with the Department Chair, the Library Director or the Library Program Area Chair, as may be appropriate, and with the unit member. The unit member shall have the right to bring an Association representative to any meeting with the Dean when the plan of professional development is being discussed.
- b. The plan of professional development shall prescribe the action that should be undertaken to improve the unit member’s performance and the criteria that will be used to determine whether the unit member’s rating shall be increased. The University shall bear any costs associated with the completion of the plan of professional development, including the cost of workload reductions necessary to complete the plan. The plan of professional development under this Article VIII-C is different and separate from the plan described in Article XIV of this Agreement.
- e. ~~The content of the plan of professional development may be appealed to the President. The unit member shall have the right to meet with the President to discuss the appeal and to bring an Association representative to such meeting. The President shall decide on the content of the plan within seven (7) days following his/her meeting with the unit member.~~
- cd. At the conclusion of the two-year period of professional development, ~~and by May 31st of the final year of the plan (or sooner if a request is made under paragraph (h))~~, the unit member’s performance shall be evaluated by the Dean.
- de. If the Dean gives the unit member’s work a “performance needs attention,” ~~the same rating it was given in the initial review,~~ the unit member may elect to participate in an extended/revised plan of professional development for a period of not to exceed an additional academic year. Implementation of the plan shall be governed by the preceding paragraphs (a), (b) and (c).

- ~~ef.~~ After completion of the second plan of professional development (or sooner if a request is made pursuant to paragraph (h)), the unit member shall again be evaluated in accordance with the preceding paragraph (d).
- ~~fg.~~ If the Dean gives the unit member's work a "performance needs attention" after the second professional development- ~~plan plan the same rating it was given at the completion of the first professional plan~~, the process may repeat itself in accordance with the preceding paragraphs (~~de~~) and (~~ef~~).
- ~~h.~~ ~~During the period when a unit member is engaged in a plan of professional development, he/she shall be entitled to be re-evaluated upon his/her request by the Dean in order to try to improve his/her rating. A re-evaluation shall be done in accordance with the procedure described in the preceding paragraph (d) within thirty (30) days of the request.~~

11.10. Grievances

No decision made under this Section B, whether a decision concerning a rating, the content of a professional development plan or any other, shall be subject to the Grievance Procedure of Article XI; and grievances may be filed and pursued under Article XI only concerning adherence (~~(i)~~ to the procedures for review set out in this Section B ~~and (ii) to the requirement that each University expend not less than the percentage of the full-time unit payroll prescribed by Section B(9).~~

12.11. Report of Expenditures

On or before May 31 of each year, the President shall report to the Chapter President (i) the full-time unit payroll as it was at the University on the preceding April 1, and (ii) the amount awarded to each member of the bargaining unit at the University during such academic year pursuant to the preceding subsection 8.

C. Miscellaneous

1. Application of Article IX

Nothing in this Article shall limit, or constitute a condition precedent to, the application of any provision of Article IX, Section E, of the Agreement.

2. Use of Record under Article IX

No record of any evaluation conducted or any action taken pursuant to any post-tenure review shall be introduced into the record of, or otherwise used in connection with, any proceeding conducted pursuant to Article IX, Section E, of the Agreement. The following items produced or implemented under this Article shall constitute the record to which the prohibition of this subsection 2 applies:

- a. ratings of satisfactory or unsatisfactory, exemplary, meritorious, not acceptable, ~~performance needs attention and award no adjustment warranted, 3% adjustment warranted and 6% adjustment warranted;~~
- b. classroom observations;
- c. professional development plans;
- d. penalties;
- e. statements submitted pursuant to Section C(5)(b) or D(3)(b)(v) of the 2004-2007 and 2007-2008 predecessor agreements to this Agreement; or
- f. statements submitted pursuant to Section B(2)(e) of the 2001-2003 predecessor agreement to this Agreement.

D. Continuing Application

Subject only to such agreements as the parties may hereafter make, post-tenure reviews shall continue from and after July 1, 202~~30~~³⁹, in accordance with the provisions of this Article VIII-C; and, subject as aforesaid, ~~one-time merit increases base salary increases~~ shall continue to be granted on and after July 1, 202~~30~~³⁹, in accordance with the provisions of Section B.

~~E. Formulary Adjustments for Compression and Inversion~~

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~~F. Sequence of Payments~~

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G. Post-tenure Review Eligibility Table

Descriptions for years shown after June 30, 2020, are for purposes of illustration only and are not binding on the parties except as otherwise agreed in Article XXI.

For unit members who:	Eligibility begins¹:	If reviewed during first year of eligibility, the review period is:
Were granted tenure with effect on 9-1-05	9-1-11	9-1-05 through 8-31-11
Were tenured on 9-1-04 but were not reviewed under Alternative One under the 2004-2007 or 2007-2008 agreements	9-1-11	At least from 9-1-05 through 8-31-11, but unit member may elect any longer period back to effective date of tenure.
Were granted tenure with effect on 9-1-06	9-1-12	9-1-06 through 8-31-12
Were reviewed under Alternative One during AY 2005-2006	9-1-12	9-1-05 through 8-31-12
Were tenured on 9-1-04 but were not reviewed under Alternative One under the 2004-2007 or 2007-2008 agreements and had not returned to unit status by 9-1-11	9-1-12	At least from 9-1-06 through 8-31-12, but unit member may elect any longer period back to effective date of tenure.
Were granted tenure with effect on 9-1-05 but were on academic administrative leave during AY 11-12	9-1-12	9-1-05 through 8-31-12
Were granted tenure with effect on 9-1-07	9-1-13	9-1-07 through 8-31-13
Were reviewed under Alternative One during AY 2006-2007	9-1-13	9-1-06 through 8-31-13
Were tenured on 9-1-04 but were not reviewed under Alternative One under the 2004-2007 or 2007-2008 agreements and had not returned to unit status by 9-1-12	9-1-13	At least from 9-1-07 through 8-31-13, but unit member may elect any longer period back to effective date of tenure.
Were granted tenure with effect on 9-1-06 but were on academic administrative leave during AY 12-13	9-1-13	9-1-06 through 8-31-13
Were granted tenure with effect on 9-1-08	9-1-14	9-1-08 through 8-31-14

¹ Once eligible, the unit member remains eligible until reviewed under this procedure.

Were reviewed under Alternative One during AY 2007-2008	9-1-14	9-1-07 through 8-31-14
Were tenured on 9-1-04 but were not reviewed under Alternative One under the 2004-2007 or 2007-2008 agreements and had not returned to unit status by 9-1-13	9-1-14	At least from 9-1-08 through 8-31-14, but unit member may elect any longer period back to effective date of tenure.
Were granted tenure with effect on 9-1-07 but were on academic administrative leave during AY 13-14	9-1-14	9-1-07 through 8-31-14
Were granted tenure with effect on 9-1-09	9-1-15	9-1-09 through 8-31-15
Were reviewed under Alternative One during AY 2008-2009	9-1-15	9-1-08 through 8-31-15
Were tenured on 9-1-04 but were not reviewed under Alternative One under the 2004-2007 or 2007-2008 agreements and had not returned to unit status by 9-1-14	9-1-15	At least from 9-1-09 through 8-31-15, but unit member may elect any longer period back to effective date of tenure.
Were granted tenure with effect on 9-1-08 but were on academic administrative leave during AY 14-15	9-1-15	9-1-08 through 8-31-15
Were granted tenure with effect on 9-1-10	9-1-16	9-1-10 through 8-31-16
Were tenured on 9-1-04 but were not reviewed under Alternative One under the 2004-2007 or 2007-2008 agreements and had not returned to unit status by 9-1-15	9-1-16	At least from 9-1-10 through 8-31-16, but unit member may elect any longer period back to effective date of tenure.
Were granted tenure with effect on 9-1-09 but were on academic administrative leave during AY 15-16	9-1-16	9-1-08 through 8-31-16
Were granted tenure with effect on 9-1-11	9-1-17	9-1-11 through 8-31-17
Were tenured on 9-1-04 but were not reviewed under Alternative One under the 2004-2007 or 2007-2008 agreements, or under Article VIII-C of the 2009-2012 agreement, and had not returned to unit status by 9-1-16	9-1-17	At least from 9-1-11 through 8-31-17, but unit member may elect any longer period back to effective date of tenure.
Were granted tenure with effect on 9-1-10 but were on academic administrative leave during AY 16-17	9-1-17	9-1-08 through 8-31-17

Were granted tenure with effect on 9-1-12	9-1-18	9-1-12 through 8-31-18
Were tenured on 9-1-04 but were not reviewed under Alternative One under the 2004-2007 or 2007-2008 agreements, or under Article VIII-C of the 2009-2012 or 2014-2017 agreements, and had not returned to unit status by 9-1-17	9-1-18	At least from 9-1-12 through 8-31-18, but unit member may elect any longer period back to effective date of tenure.
Were granted tenure with effect on 9-1-11 but were on academic administrative leave during AY 17-18	9-1-18	9-1-11 through 8-31-18
Were granted tenure with effect on 9-1-13	9-1-19	9-1-13 through 8-31-19
Were tenured on 9-1-04 but were not reviewed under Alternative One under the 2004-2007 or 2007-2008 agreements, or under Article VIII-C of the 2009-2012 or 2014-2017 agreements, and had not returned to unit status by 9-1-18	9-1-19	At least from 9-1-13 through 8-31-19, but unit member may elect any longer period back to effective date of tenure.
Were granted tenure with effect on 9-1-12 but were on academic administrative leave during AY 18-19	9-1-19	9-1-12 through 8-31-19
Were granted tenure with effect on 9-1-14	9-1-20	9-1-14 through 8-31-20
Were tenured on 9-1-04 but were not reviewed under Alternative One under the 2004-2007 or 2007-2008 agreements, or under Article VIII-C of the 2009-2012 or 2014-2017 agreements, and had not returned to unit status by 9-1-19	9-1-20	At least from 9-1-14 through 8-31-20, but unit member may elect any longer period back to effective date of tenure.
Were granted tenure with effect on 9-1-13 but were on academic administrative leave during AY 19-20	9-1-20	9-1-13 through 8-31-20

APPENDIX D-1(b)

ONLINE INSTRUCTION OBSERVATION FORM

Instructor evaluated _____

Department _____
Program, if applicable _____

Course _____

Date _____

Number of students enrolled _____

Instructional Period: _____

Number of Students participating: _____

Instruction Context/Modality:

Hybrid or fully online: _____

Fully synchronous, fully asynchronous or partial:

Background Information:

Type(s) of technology used _____

Number of times the instructor has taught this course _____

What portion(s) of the course did you observe (e.g., instructor's content, student discussion)?

Date of pre-observation conference and discussion _____

Evaluator's name _____

Did the technology function properly? (This question is not about the instructor's performance)

Observation:

The purpose of this observation is (1) to provide a database for more accurate and equitable decision on reappointment and (2) to support faculty development while assisting in the improvement of faculty performance.

Please consider each item carefully. Write the rating in ink for each item according to the scale below.

Highest	Satisfactory			Lowest		Not Applicable	Unable to Comment
5	4	3	2	1		NA	U
_____	Ensured content of the course aligned with the course description and syllabus.						
_____	Designed and organized the course well.						
_____	Clearly communicated course goals and/or objectives.						
_____	Provided clearly visible and comprehensive instructions.						
_____	Provided appropriate level of content and assessment.						
_____	Utilized appropriate technology in delivering course content.						
_____	Facilitated regular opportunities for faculty and student engagement.						
_____	Provided sufficient and equitable opportunity for student engagement with classmates.						
_____	Clearly communicated deadlines for submission of materials and assignments.						
_____	Ensured assignments and discussions supported the learning objectives of the course.						
_____	Communicated regularly with students in a timely manner.						
_____	Provided feedback and comments on assignments in a timely manner.						
_____	Overall rating of the instructor.						

Additional comment							

Date of post-observation conference and discussion _____

Signature of Evaluator

Date

I certify that I have read this document.

Signature of Instructor

Date

ARTICLE XII - WORKLOAD, SCHEDULING AND COURSE ASSIGNMENTS

The engagement of each full-time member of the bargaining unit to render professional services to a State University in accordance with the provisions of this Agreement represents his/her primary professional employment. No member of the bargaining unit shall engage in any other professional activities where to do so constitutes a violation of any provision of Chapter 268A of the General Laws.

A. Workload of Faculty

1. General Provisions

Subject to the provisions of Article XII-A, the provisions of this Section shall apply to all faculty members.

a. Full-time Faculty

The workload of full-time faculty, salaried part-time faculty members at the Massachusetts College of Art and Design and the three (3) salaried part-time faculty in the English Department at Salem State University shall consist of: (1) teaching workload; (2) preparation for classroom and laboratory instruction including providing a syllabus to each student and to the Department Chair; (3) student assistance, including academic advising; (4) continuing scholarship (as described in the provisions of Article VIII); and (5) activities undertaken by a faculty member pursuant to his/her responsibilities as a professional and the terms of this Agreement, including those in the following areas:

- i. participation as a professional in public service;
- ii. participation in and contributions to the improvement and development of the academic programs or academic services of the University; and
- iii. participation in and contributions to the professional growth and development of the university community.

In addition to the foregoing, during the academic year, faculty members have the obligation to carry out committee assignments; to participate in scheduled orientation and registration programs; to attend University functions, including commencement, faculty, committee and departmental meetings and convocations; to assist in the recruitment and screening of candidates for departmental positions in accordance with Article VI; and to undertake, pursuant to their responsibilities as professionals, such other activities as are of the kind described in the preceding paragraph. Subject to the foregoing provisions, members of the faculty may choose, but not be required, to participate in co-curricular activities and in any student

orientation period and registration period scheduled to fall outside the academic year.

b. Part-time Faculty

The workload of part-time faculty other than salaried part-time faculty members shall consist of: (1) teaching workload; (2) preparation for classroom and laboratory instruction; (3) student assistance in the form of academic advising for those students in the faculty member's class; and (4) classroom activities undertaken pursuant to responsibilities as a professional. It shall also be the responsibility of each such part-time faculty member to: (1) be available to advise students in person (at a time mutually agreed upon by the student and the faculty member) or electronically; (2) provide a syllabus to each student and to the Department Chair; (3) abide by the academic policies of the University; and (4) when first employed, attend an orientation session. Save as is provided in Article IV, Section C(1), teaching six (6) or fewer semester hours of credit of instruction per semester shall not constitute half-time employment.

For purposes of the Affordable Care Act one (1) semester hour of credit of instruction shall be equal to two and three-quarters (2.75) hours of work.

c. Part-time Clinical Nursing Instructors

The workload of part-time Clinical Nursing Instructors shall consist of (1) teaching workload not exceeding one section of classroom instruction during a semester (exclusive of laboratory instruction); (2) clinical supervision and instruction in clinical settings; (3) preparation for classroom, laboratory and clinical instruction including providing a syllabus to each student and to the Department Chair; (4) academic advising when advisees are assigned; and (5) attendance at departmental meetings and assistance with such departmental projects as curriculum reviews and accreditation. No part-time Clinical Nursing Instructor shall be assigned or assume more than eleven (11) semester hours of credit of instruction during any academic semester.

d. Clinical Nursing Instructors at Fitchburg State University Hired prior to July 1, 2009

The workload of part-time Clinical Nursing Instructors hired at Fitchburg State University prior to July 1, 2009 may continue in the manner in place prior to July 1, 2009 for the duration of their service at Fitchburg State University, but no other Clinical Nursing Instructor shall be assigned workloads different from that prescribed in the preceding subsection c.

e. Salaried Part-time Faculty, Special Provision

If a salaried part-time faculty member is given a temporary appointment as defined in Article I, Section D(54), the appointment shall not be considered an interruption for purposes of Article XX, Section K, and the appointment shall be considered at a faculty full-time equivalency of one (1).

2. Teaching Workload

a. General

In order to enable faculty members to carry out their several responsibilities, members of the faculty shall not be required to teach an excessive number of semester hours of credit of instruction, be assigned an excessive student load or be assigned an unreasonable schedule. At Universities other than Framingham State University, twenty-four (24) semester hours of credit of instruction shall be considered the normal faculty teaching workload in academic subject areas for the academic year; provided, however, that every member of the faculty may be required to teach not more than seventy-two (72) semester hours of credit of instruction during the three (3) academic years 2014-2015, 2015-2016 and 2016-2017.

At Framingham State University, six (6) courses of instruction shall be considered the normal faculty teaching workload in academic subject areas for the academic year; provided, however, that every member of the faculty may be required to teach not more than eighteen (18) courses during the three (3) academic years 2014-2015, 2015-2016 and 2016-2017.

Workload credits and debits existing as of June 30, 2017 (including accrued debits and credits from all prior years), shall be carried forward for purposes of making teaching workload assignments during the term of this Agreement.

Efforts shall be made to establish teaching schedules so that the time between the beginning of the first teaching period and the end of the last teaching period for any one (1) day does not exceed eight (8) hours and so that the teaching assignments may be made on fewer than five (5) days a week.

No faculty member shall be involuntarily assigned to teach a course or perform other related work after 4:30 p.m. or to teach a course or perform other related work on Saturday or Sunday.

A faculty member may request special scheduling in order to pursue advanced graduate study, to complete a doctoral dissertation, to engage in scholarly research and publication or for other sound academic reasons. Such schedule shall be subject to the approval of the Department Chair and the Vice President.

b. Calendar

The academic year shall be of nine (9) months' duration and shall commence on September 1 and end on the May 31 following. At each University, faculty teaching workload shall be assigned on the basis of an academic calendar that shall comprise not less than one hundred fifty-five (155) nor more than one hundred sixty (160) instructional days, such number of instructional days to include examination days, orientation days and, at the Massachusetts College of Art and Design, review-board days. As professionals, members of the faculty may make additional contributions for the benefit of the students and the university community. Nothing in this paragraph shall be deemed to prohibit the scheduling of student registration on instructional days during which classes are regularly scheduled.

Subject to the applicable provisions of Article VII of this Agreement, the President of each University shall annually determine the academic calendar for the following academic year and a tentative academic calendar for the next following academic year; provided, however, that any such calendar so prepared shall conform in its entirety with the terms of this Agreement.

3. Academic Advising and Student Assistance

a. Academic Advising

Every faculty member shall provide academic advising to students enrolled at the University. Academic advising shall consist of:

- i. providing students accurate information about institutional policies, procedures, resources, and programs;
- ii. assisting students in understanding the nature and purpose of higher education, their program of study, and the value of a general or professional education;
- iii. assisting students in their consideration of their educational goals by relating interests, skills, abilities, and values to graduate education, careers and active citizenship;
- iv. assisting students in developing an educational plan consistent with their educational goals and objectives (including alternative courses of action, alternative career considerations, and course selection);
- v. assisting students in a process of ongoing evaluation toward their established educational goals and plans; and
- vi. making referrals as necessary to other educational or community support services.

During the academic year, every faculty member shall provide academic advising to students enrolled at the University as provided below:

- i. the giving of academic advice and assistance to students enrolled in the faculty member's own courses and the giving of such advice and assistance to students enrolled as majors in the department, including the giving of such advice and assistance on an individualized or group basis;
- ii. the giving of academic advice and assistance to students other than such students as are described in the foregoing subparagraph (i) whenever any such students shall have been assigned to any department for such purpose by the Vice President; where the giving of such advice and assistance has been the practice at a University prior to the date of execution of this Agreement, such practice may continue after such date; and
- iii. participation in the pre-registration and registration of students, including the development of the individual student's schedule, when such students are those described in subparagraphs (i) and (ii) above.

During periods of normal activity in the academic year, faculty members shall maintain at least three (3) posted office hours per week, on at least two (2) separate days and during such hours shall be available in their offices to

advise students on academic matters by appointment or otherwise. During the regular peak periods in the academic year, namely, the periods of pre-registration, registration, mid-term examinations and final examinations, and during any additional peak periods in the academic year, faculty members may be required to be available to advise students such that the total number of hours of student academic advising, including posted office hours of each faculty member, shall not be less than seventy-five (75) in each semester; provided, however, that the Vice President may, on the recommendation of any Department Chair, approve in writing the reduction of such total number in respect of any faculty member or members of the department in question. Determinations of when additional peak periods of activity occur in the academic year shall be made by the Vice President after consultation with any appropriate Department Chair or Department Chairs.

The assignment of individual student advisees to each faculty member shall be done by the Department Chair of each department. The Department Chair, in consultation with the Vice President, shall be responsible for coordinating the student academic advising hours of all members of the faculty of the department so that academic advising shall be available to students five (5) days a week during peak periods in the academic year. Each faculty member shall arrange to meet with his/her assigned student advisees at least twice each semester and at such other times as are requested by such advisees. Each Department Chair and the Vice President shall meet once each semester to coordinate academic advising procedures and to ensure adequate academic advising for students.

If a faculty member is assigned more than thirty (30) advisees at the commencement of an academic semester, he/she may elect to treat the advising in excess of thirty (30) advisees as a contribution to the professional growth and development of the university community in accordance with Article VIII, Section (A)(1)(b)(ii), of this Agreement.

b. Student Assistance

Any faculty member who shall have agreed thereto may be assigned by the Vice President, after consultation with the Department Chair of such faculty member, to work in a counseling center, facility or program for the purpose of counseling individual students or groups of students regarding development skills, so called, career opportunities or guidance, the planning of educational goals and the means of achieving such goals or for any similar purpose. Any such assignment shall be made with respect to work to be performed on a weekly basis during a specific semester or semesters. Such assignment when so made shall be scheduled in accordance with the applicable provisions of subsection 4 of this Section A.

c. Training

In order to assist members of the faculty to provide academic advising and student assistance as effectively as possible, each University shall, no later than April 1, 2015, conduct a training session for faculty on the subjects of academic advising and student assistance. Such training session shall be open to all members of the faculty; members of the faculty then in the first (1st) year of a tenure-track appointment shall be expected to attend such training session.

Within sixty (60) days following the commencement of each academic year during the term of this Agreement, the University shall conduct a training session for faculty on the subjects of academic advising and student assistance; provided only that no such training session need be conducted hereunder during any academic year to which the requirements of the preceding paragraph apply. Such training session shall be open to all members of the faculty; members of the faculty then in the first (1st) year of a tenure-track appointment shall be expected to attend such training session.

d. Student Informational Questionnaire on Departmental Academic Advising

The Vice President shall, electronically or otherwise, annually administer the form in Appendix H to the students who are advisees within each department and shall, in doing so, request that such students submit the completed forms to his/her office within a reasonable time thereafter. The Vice President shall make the results available to each of the departments to which they pertain.

4. Scheduling

a. General

After consultation with the faculty member, the assignment to faculty of specific courses assigned to the department and schedules shall be made by the Department Chair in consultation with the Registrar and shall be subject to the approval of the Vice President.

The Department Chair shall inform each faculty member of his/her preliminary schedule in writing. The faculty member may inform the Department Chair in writing of his/her concerns, if any, with said preliminary schedule.

In an effort to equitably distribute the department's workload in assigning specific courses and schedules, the Department Chair shall consider such matters as the following:

- i. the qualifications, teaching service at the University or at other accredited colleges and universities, and preferences of the faculty;

- ii. the character and content of particular courses, having regard, among other considerations, to whether any is being offered for the first time or with extensive revision and to the number of times the faculty member has taught such course in the past;
- iii. the amount of preparation required for the mode of instruction used;
- iv. the number and needs of students expected to enroll in particular courses;
- v. the number of courses that require different preparation;
- vi. special courses and projects, including courses team-taught by two (2) or more faculty members, and cooperative education programs;
- vii. other duties, due consideration being given to equivalent non-teaching duties, including service as Department Chair, the coordination of laboratory experiences, in-service work with groups in the state, and work in program and curriculum development;
- viii. supervision of student practica and clinical fieldwork; and
- ix. the need for special facilities in the teaching of any course.

Once it is established, the Department Chair shall provide each faculty member with a written copy of his/her teaching schedule for the applicable semester.

a. Prior Scheduling and Cancellation of Classes

Course scheduling should be arranged in advance in order to enable the faculty to prepare for the discharge of their teaching responsibilities.

The Vice President may change teaching schedules and cancel classes for any reason up to thirty (30) days prior to the first day of classes in any academic semester.

Teaching schedules shall not be changed and courses shall not be cancelled within the period of thirty (30) days prior to the first day of classes in any academic semester except in accordance with the requirements of this paragraph (b).

The Vice President may cancel classes and change teaching schedules during such period of thirty (30) days for unforeseen circumstances. The Vice President may also cancel classes and change teaching schedules during such period of thirty (30) days for other than unforeseen circumstances if, at least thirty (30) days prior to the first day of classes,

he/she shall have given contingent notice of an intent to do so and the affected faculty member shall have approved the same.

Any change in teaching schedules, including any cancellation of classes, that the Vice President makes during the period of thirty (30) days prior to the first day of classes may be made only after consultation with the Department Chair, who shall make reasonable efforts to confer with the affected faculty member. In every case, the Vice President shall notify the faculty member in writing of any such change or cancellation.

Such changes and cancellations may occur in circumstances where the faculty member or Department Chair may not be readily available. No such circumstance shall impair the right of the Vice President to effect any such change or cancellation that is otherwise permitted by this paragraph (b).

The Department Chair shall notify the Chapter President of any such change or cancellation.

Nothing herein shall limit the discretion of the Vice President to cancel classes after the start of the semester for sound academic reasons.

b. Equivalencies

For the purposes of assigning teaching workload to members of the faculty pursuant to the provisions of this Article, a “semester hour of credit of instruction” shall mean a fifty (50)-minute period of classroom instruction for one (1) fifteen (15)- or sixteen (16)-week semester (inclusive of weeks during which examinations are given) by a faculty member in a lecture, recitation or seminar, or such number of contact hours as is the equivalent of the same, as is hereinafter provided, in modes of instruction that require longer periods of time. (Whenever multiples, including fractional multiples, of such fifty (50)-minute periods are used at any University, a “semester hour of credit of instruction” shall, in any event, mean a fifty (50)-minute component of such multiple or fractional multiple.) For the purposes of this Article, a “contact hour” shall mean a sixty (60)-minute period; provided, however, that when two (2) or more contact hours are scheduled consecutively for any mode of instruction that is measured with reference to contact hours, then the last contact hour so scheduled shall be a fifty (50)-minute period. Such equivalent modes shall be computed as follows:

<u>MODE OF INSTRUCTION</u>	<u>CONTACT HOURS</u>	<u>SEMESTER HOURS OF CREDIT OF INSTRUCTION</u>
Laboratory Instruction	up to 3	2
Physical Education Activity Courses	1	0.5
Shop Instruction	1	0.67
Studio Instruction	1	0.67
Maritime Responsibilities During the Academic Year	1	0.67
Critique	1	1
Nursing/Allied Health Clinical Supervision	1	0.67

NUMBER OF

STUDENTS

Cooperative Education	1	0.17
Fieldwork Supervision and Internships	up to 3	1
Independent and Directed Study (including Honors Directed Study)	1	0.25
Educator Supervision	up to 2	1
Honors Thesis Supervision	1	0.5
Graduate Thesis Supervision	1	1
Undergraduate Teaching Assistant Supervision	1	0.50

The Vice President at any University may alter any equivalency for the purpose of increasing the value of the semester hours of credit of instruction accorded at such University for any mode of instruction or number of assigned students as such value was at the conclusion of the academic year 2008-2009. If a Vice President alters any equivalency hereunder, the alteration shall remain in effect for the duration of this Agreement unless the underlying condition on the basis of which the alteration was put into effect changes such that the alteration is no longer warranted.

Although the teaching of graduate courses is not technically unit work, when any member of the bargaining unit is assigned to teach a graduate course, such unit member shall be credited with four (4) semester hours of credit, as a part of his/her regular teaching workload, for each three (3) contact hours of graduate teaching.

Whenever any member of the faculty volunteers and is assigned to work in a counseling center, facility or program, however such center, facility or program is designated, for the purpose of counseling individual students or groups of students regarding basic skills, so called, career opportunities or counseling, the planning of educational goals and the means of achieving such goals, or for any similar purpose, and is so assigned on a weekly basis during any semester, every three (3) hours per week of such assignment, if assigned for the duration of such semester, shall be deemed to be the equivalent of one (1) semester hour of credit of instruction for the purposes of assigning the teaching workload of such faculty member for such semester; provided, however, that at Framingham State University twelve (12) hours per week of such assignment, if assigned for the duration of a semester, shall be deemed to be the equivalent of one (1) course.

In assigning faculty workloads in departments in which laboratory instruction is assigned as a part of a faculty member's teaching workload, Department Chairs shall consider nine (9) laboratory hours per week, and its equivalent at Framingham State University, as a guideline (and not a fixed limit) for the maximum number of such hours when assigning laboratory instruction to faculty members in such departments. In assigning teaching workload in any such department, the Department Chair shall make efforts to assign lecture and laboratory instruction on an equitable basis among the members of the faculty of any such department. In approving the scheduling of teaching workload in such departments, the Vice President shall also consider the equitable distribution of lecture and laboratory instruction among such faculty members and shall consult with the Department Chair concerning such efforts as shall have been made by the Department Chair to this end.

In assigning faculty workloads in departments to which physical education activity courses are assigned as part of a faculty member's teaching workload, Department Chairs shall make efforts to assign lecture and activity courses on an equitable basis among the members of the faculty of any such department. In approving the scheduling of teaching workload in such departments, the Vice President shall also consider the equitable distribution of lecture and activity courses among such faculty members and shall consult with the Department Chair concerning such efforts as shall have been made by the Department Chair to this end.

Notwithstanding the provisions of the two preceding paragraphs, in making assignments of lecture and laboratory instruction and in making assignments of lecture and activity courses, the Department Chair and the Vice President shall have regard to the qualifications and/or expertise of members of the faculty as such qualifications and/or expertise relate to the special needs of laboratory instruction and activity courses.

If special equipment is required in the teaching of courses (including laboratories), determination of the number of students to be enrolled for such classes shall take into account the reasonable availability of any equipment so required.

5. Nursing Programs

Except as otherwise provided in this Agreement, faculty members teaching in the nursing programs at Fitchburg, Framingham, Salem and Worcester State Universities, including unit members employed as part-time Clinical Nursing Instructors at any University, shall be assigned workloads in accordance with the practices and procedures that were, severally, in effect at each of those Universities during the 2008-2009 academic year.

6. Application to Part-time Faculty Members

Except as is otherwise provided for in this subsection 6, the provisions of Article XII shall be of no application to any person holding a part-time appointment other

than as a salaried part-time faculty member. Sections A(1)(b), A(4)(c), E, F and G of this Article XII shall be of application to part-time faculty members described in Section H(3) of Article XIII during the term of this Agreement.

B. Workload of Librarians

1. General Provisions

The provisions of this Section shall apply to all librarians.

The workload of each librarian shall consist of: (1) such duties pertaining to the operations of the University Library as may be assigned to him/her from time to time by the President; (2) rendering individual and collective assistance to students, faculty and the academic community regarding the use of library facilities; (3) continuing scholarship (as described in the provisions of Article VIII); (4) working with and, where applicable, giving direction to other members of the library staff; and (5) activities undertaken by a librarian pursuant to his/her responsibilities as a professional in the following areas:

- a. participation as a professional in public service;
- b. participation in and contributions to the improvement and development of the academic programs or academic services of the University as those programs or services relate to the library; and
- c. participation in and contributions to the professional growth and development of the university community.

In addition to the foregoing, librarians have the obligation to render assistance to students by instructing them regarding the uses and resources of the library; to assist members of the faculty, where appropriate, by helping with the compilation of course bibliographies and with the preparation of specific course assignments related to bibliographies and to library resources; to participate in orientation programs and information literacy instruction; to assist with faculty research; to serve as liaison with academic departments; and to participate in library consortia and cooperatives.

In discharging their duties pertaining to the operation of the University Library, librarians shall work pursuant to such schedules as are hereinafter prescribed, it being recognized by the parties that librarians have the obligation, among others, to carry out committee assignments in accordance with the terms of this Agreement, to attend such University functions as any annual faculty meeting, convocations and commencement, and to undertake, pursuant to their responsibilities as professionals, such other activities as are of the kind prescribed in the preceding paragraph.

2. Work Year

All librarians shall be employed to work a twelve (12)-month work year.

3. Schedules of Work

All librarians shall work in accordance with a schedule that shall be established by the Library Director or the Library Program Area Chair, as the case may be, subject to the approval of the Vice President. Such schedule may provide that, in the case of any individual librarian, all or any portion of his/her hours of work shall be performed at any such times as may be required by the schedule of hours during which the University Library is open for use by the university community; provided, however, that nothing herein contained shall be deemed to require that such hours of work must be restricted to the times during which the University Library is so open.

In assigning the schedules of individual librarians, the Library Director or the Library Program Area Chair shall consider such criteria as:

- a. the needs of students;
- b. the professional qualifications and expertise of each librarian; and
- c. the scheduling preference of each librarian.

For the purposes of this Agreement, thirty-seven and one-half (37.5) hours shall be the normal average weekly librarian workload, such that it shall be normal scheduling practice to assign hours of work in the library on that basis. It shall also be normal scheduling practice not to require librarians to work more than five (5) consecutive days in any seven (7)-day period or more than seven and one-half (7.5) hours, exclusive of periods taken for meals, during any single day, and to give librarians two (2) consecutive days off for each period of five (5) consecutive days worked.

In assigning schedules for evenings and weekends, the Library Program Area Chair or the Library Director shall first seek volunteers and shall make reasonable efforts to make such assignments on a rotating basis. No librarian shall be involuntarily assigned to work on consecutive weekends or on more than two (2) nights a week.

In order to permit the undertaking of continuing scholarship, graduate study or other professional activities, a librarian may, upon written request and subject to approval of the Vice President, be granted a flexible work schedule of thirty-seven and one-half (37.5) hours to permit the undertaking of such activities described above. Such schedule shall be developed by the Library Director in consultation with the librarian and shall be subject to the approval of the Vice President.

In establishing and approving the schedule of hours during which each librarian shall be required to work, the Library Director and the Vice President shall endeavor to conform such schedule to the normal average workload and to the

standards of normal scheduling practice, as described above. Whenever the Vice President shall have determined that, because of unusual circumstances, it shall be necessary to deviate from such workload and such practice, such determination shall not be arbitrary or capricious.

In the event that the schedule of hours during which any librarian shall be required to work deviates from the normal average work week or from normal scheduling practice for a period in excess of two (2) consecutive weeks, such librarian may file with the Library Director and the Vice President a written request for a meeting. Thereafter, the Library Director and the Vice President shall confer with such librarian to discuss whether some adjustment in such schedule of hours is feasible. If, after so conferring, the Vice President, in his/her sole discretion, determines that an adjustment of the schedule of hours is not feasible, he/she shall set forth the reason for such determination in writing.

A copy of the Vice President's decision shall be forwarded to the Library Director and the librarian in respect of whose schedule such decision shall have been made. The decision of the Vice President shall be final. Such decision shall not be arbitrary or capricious.

In establishing and approving the schedule of the hours of work for any librarian who is not eligible for sabbatical leave under the terms of Article XV of this Agreement, the Library Director and the Vice President shall establish such schedule so that during at least one (1) of every three (3) semesters the hours of work of such librarian shall be so arranged to permit such librarian to engage in activities that are conducive to such librarian's professional development and approved as such by the Library Director and the Vice President. In addition, the schedule of a librarian may be arranged by the Vice President to provide for the participation of the librarian in continuing scholarship or graduate study or research. Nothing in this provision shall be deemed to require any reduction in the hours of work required of any librarian by any other provision of this Section. Nor shall anything in this provision be deemed to prohibit the adoption of a like schedule in respect of any librarian to whom the provisions of this paragraph do not otherwise apply.

All librarians shall be eligible to participate in a program of professional development pursuant to the provisions of Article XIV of this Agreement, and such program may, in accordance with those provisions, permit a reduction in the weekly hours of work of such librarian.

Whenever any librarian is assigned to teach any course or courses or any portion thereof in any academic department, the weekly hours of work of such librarian that are otherwise prescribed by this Article shall be reduced in an amount which, in the determination of the Vice President, is commensurate with the number of hours required to discharge the responsibilities of such assignment; provided, however, that no such assignment shall be made without the prior written approval of the Vice President, the Library Director or the Library Program Area Chair, as

appropriate, and the Department Chair of any department to which any such course is assigned.

Nothing in this subsection 3 shall be deemed to prohibit the President of any University from authorizing the scheduling of work for some or all of the librarians at such University on the basis of a four (4)-day week; provided, however, that nothing in this provision shall be deemed to permit any reduction in the hours of work of any librarian who is so scheduled.

At the request of any librarian and at the sole discretion of the President or his/her designee, the schedule and the hours of work of such librarian may be arranged pursuant to such alternative work options as part-time work, flextime, compressed work weeks, staggered work hours and job-sharing; provided, first, that nothing herein contained shall be deemed to alter or limit the authorities or obligations of any University under this Article XII; and provided further that nothing herein contained shall be deemed to cause any part-time librarian to be or become a member of the bargaining unit to which this Agreement applies.

4. Library Schedule

The schedule of hours during which the University Library shall be open for use by the university community shall be established by the President for sound academic reasons.

C. Reduction of Workload for Certain Members of the Association

In order to enable the Association effectively to discharge its duties pertaining to the administration of this Agreement, including the negotiation of a successor agreement pursuant to Section A of Article XXI hereof, the teaching workload of certain members of the Association shall be reduced subject to the following provisions:

1. The workload of the President of the Massachusetts State College Association shall be reduced by nine (9) semester hours of credit of instruction per semester.
2. The workload of the Vice President of the Massachusetts State College Association shall be reduced by six (6) semester hours of credit of instruction per semester.
3. The workload of the Treasurer of the Massachusetts State College Association shall be reduced by three (3) semester hours of credit of instruction per semester.
4. The workload of the Chair of the Massachusetts State College Association Grievance Committee shall be reduced by six (6) semester hours of credit of instruction per semester.
5. The workload of the Chapter President at Bridgewater State University, Fitchburg State University, Salem State University, Westfield State University and Worcester State University shall be reduced by six (6) semester hours of credit of instruction

per semester; and the workload of the Chapter President at Framingham State University shall be reduced by three (3) courses per year.

6. The workload of the Chapter President at the Massachusetts College of Art and Design, the Massachusetts College of Liberal Arts and the Massachusetts Maritime Academy shall be reduced by three (3) semester hours of credit of instruction per semester.
7. After having received a recommendation from the President of the Massachusetts State College Association, the President at any University may reduce the workload of any official of such Association who is employed at such University and in respect of whom such recommendation is made; provided, however, that the total number of all such reductions in effect at anytime at the State Universities collectively shall not exceed three (3) semester hours of credit of instruction per semester; and provided further that any such recommendation and any such reduction shall not be made in respect of the President of the Massachusetts State College Association. Notwithstanding the foregoing, any such reduction, if granted at Framingham State University, shall not exceed one (1) course per semester.
8. After having received a recommendation from the Chapter President at any University, the President of such University may, after consultation with the Chapter President, reduce the workload of any member of the Association in respect of whom such recommendation shall have been made; provided, however, that the total number of all such reductions in effect at any one time shall not exceed three (3) semester hours of credit of instruction per semester; and provided further that any such recommendation and any such reduction may be made in respect of the Chapter President. Notwithstanding the foregoing, any such reduction granted at Framingham State University shall not exceed one (1) course per semester.
9. Whenever any librarian is a member of the Association to whom the provisions of this Section C apply, there shall be such reduction in the workload of such librarian as is, in the determination of the President of the University, commensurate with the applicable reduction herein provided.
10. In addition to the foregoing, two (2) members of the Association at each University, which members shall include the Chapter President, shall have their teaching workload scheduled such that they shall be free and able, during one (1) day of each calendar month during the academic year, to attend the regularly scheduled monthly meetings of the Board of Directors of the Massachusetts State College Association. In order to provide for such scheduling, the Chapter President shall notify the Vice President in writing, not later than two (2) weeks after the election of the two (2) members in respect of whom such scheduling is to be done for the next academic year.
11. Except for any reduction granted pursuant to the foregoing subsections 7 and 8, reductions in workload granted pursuant to this Section C shall not be granted cumulatively.

D. Alternative Professional Responsibilities

Any member of the bargaining unit who, whether pursuant to Article XIV of this Agreement or otherwise, and whether at the request of the administration or otherwise, agrees to perform professional responsibilities of the following kind, namely, institutional research, service to the university community, service on inter-institutional or system-wide committees, coaching, research, and publication, service as a program area chair or the performance of administrative or other duties pursuant to the terms of any federal or other grant, may, if the Vice President approves of the performance of such responsibilities, be granted a reduction of his/her workload to facilitate the same, which reduction if so granted shall be in an amount determined in each case by the Vice President. Whenever such reduction in workload shall have been granted by the Vice President the performance of such professional responsibilities shall be subject to evaluation pursuant to the provisions of Section A of Article VIII.

Nothing in this provision shall be deemed to prohibit any member of the bargaining unit from performing such professional responsibilities, without any reduction of his/her workload, for the purpose of fulfilling any of the evaluation criteria prescribed by Section A of Article VIII.

The Vice President may grant a reduction in workload as aforesaid:

1. only if he/she shall have recorded as a term thereof the identity, by office or position, of the person who shall evaluate the unit member's performance of the alternative professional responsibility for which such reduction is to be given; and
2. only if the member of the bargaining unit in question shall have first set forth in writing a statement, in the nature of a job description, which shall detail the professional responsibilities for the performance of which such reduction is sought; provided, however, that this clause shall not be of application if such description appears in any applicable document of a grant agency or of the Board of Trustees.

Following the completion of any alternative professional responsibility for which a reduction in workload has been granted, the unit member who assumed such responsibility may submit a report thereon to the Department Chair, Library Director or Library Program Area Chair, as applicable, for use in accordance with Article VIII, Section D(1)(g) or D(3)(d), and the person earlier identified by the Vice President as being charged with evaluating such alternative professional responsibility shall submit an evaluation thereon to the Department Chair, Library Director or Library Program Area Chair, as applicable, for use in accordance with the said Section D(1)(g) or D(3)(d).

The procedures described in the preceding paragraph shall apply in accordance with the following schedule:

1. in the case of an alternative professional responsibility of a single semester's duration, as promptly as is practicable following the end of the semester;

2. in the case of an alternative professional responsibility of a single academic year's duration, as promptly as is practicable following the end of the academic year; and
3. in the case of an alternative professional responsibility whose duration is expected to be greater than a single academic year, then as follows:
 - a. annually in the case of any member of the bargaining unit who does not hold tenure; and
 - b. not less frequently than bi-annually in the case of any member of the bargaining unit who holds tenure.

E. Closure due to Emergencies

1. As used in this Section, the following words and phrases shall have the meanings hereinafter ascribed to them:
 - a. Essential Personnel: Employees so designated from time to time by the President of the University who are required to work during a particular emergency.
 - b. Condition of Emergency: An official declaration by the President of the University as determined in his/her sole judgment and discretion that a departure from the usual operational staffing of the University and the substitution of emergency staffing arrangements is appropriate based upon inclement weather or other circumstances.
 - c. Closing: The cessation of operations for any period of time of the entire University or any portion thereof. A portion of a University may include, by means of illustration and not by means of limitation, a department, school, facility or building.
2. The President of each State University shall establish a procedure for the declaration of a condition of emergency which shall include the means by which such declaration shall be communicated to unit members.
3. The President of a University shall have sole authority to determine if a condition of emergency exists which necessitates the closing of all or a portion of the University. Only essential personnel shall be required to report to work or to remain at work during a declared condition of emergency. All other personnel shall be excused from work without loss of pay.
4. Any designation or determination made by the President pursuant to this Section shall not be subject to the grievance arbitration provisions of Article XI. The designation of essential personnel made by the President shall not be arbitrary or capricious and may be appealed only to Step 2 of the Grievance Procedure.

5. Unit members serving as essential personnel shall be provided with compensatory release time within thirty (30) days of the date of service.

F. Compensatory Adjustment for Extraordinary Teaching Workload

When with the approval of the Vice President a bargaining unit member agrees to perform additional teaching workload to assist a department or University due to another member's sickness, injury, emergency leave or other unanticipated absence, the unit member performing the work will be compensated in the following manner:

1. In the case of a full-time unit member or salaried part-time faculty member:

<u>Time Assigned</u>	<u>Compensation</u>
5 weeks or less	one-third (1/3) of the credit of instruction
6-10 weeks	two thirds (2/3) of the credit of instruction
11 weeks or more	the full credit of instruction

2. In the case of a part-time member of the faculty other than a salaried part-time faculty member, a prorated portion of the stipend otherwise payable pursuant to Article XIII, Section H(3).

In no event shall a unit member agree to perform additional teaching workload of more than four (4) semester hours of credit of instruction per semester.

G. Unit Work

Except in the case of an emergency, the assignment of work pursuant to this Agreement, exclusive of alternative professional responsibilities (Section D), laboratory instruction or assistance, or academic advising, shall be made to unit members, except that during each semester not more than three (3) credit-bearing courses at Bridgewater and Salem State Universities; two (2) credit-bearing courses at Fitchburg, Framingham, Westfield and Worcester State Universities; and one (1) credit-bearing course at the Massachusetts College of Art and Design, the Massachusetts College of Liberal Arts and the Massachusetts Maritime Academy, may be assigned to be taught by persons who are not members of the bargaining unit.

A person who is not a member of the bargaining unit may be assigned to teach not more than one (1) credit-bearing course per academic year.

Any such person who is assigned to teach shall have the appropriate academic credentials. Such persons shall be expected to fulfill those responsibilities normally associated with classroom teaching, including holding office hours, advising students in the courses, having student evaluations of the courses administered and having the classroom observed by the Department Chair.

After registration, the Vice President shall inform the Chapter President of the name of any such person who is assigned to teach together with the course to be taught and the academic

department to which the course is assigned. No unit position shall be held vacant by reason of such teaching assignment and no unit member shall be retrenched as a consequence of any such teaching assignment.

Nothing contained in this Section G shall be deemed to prohibit the assignment of unit work to non-unit part-time faculty hired specifically and solely as part-time faculty.

H. Alternative Work Arrangements

At the request of a unit member, any University may, on a case-by-case basis and at its sole discretion, make arrangements that allow a unit member to perform some or all of his/her duties and responsibilities at a location other than his/her regular, campus location. Every such arrangement shall be made with the Vice President and memorialized in a written agreement.

- Specific reference to individual faculty by name will invalidate this form.

7.	Information from my advisor has helped me select courses <u>in the context of programs of study and the value of my education.</u>					
8.	My advisor <u>has helped me consider my interests, skills, abilities, and values in determining my educational goals.</u>					

	information about programs has helped me clarify my university plans.					
9.	My advisor's information about career opportunities has helped me clarify my career goals <u>has helped me develop an educational plan consistent with my career objectives and alternatives.</u>					

	Very Much				Not at All	NA
	1	2	3	4	5	6
10. Information from my advisor has clarified or simplified university <u>policies</u> , requirements <u>and/or</u> procedures (e.g., degree requirements, drop/add, registration, etc.).						
11. I have obtained helpful information from my advisor about resources and services on campus (e.g., student services, counseling, financial aid, etc.).						
	Strongly Agree			Strongly Disagree NA		
12. As appropriate, my advisor places final responsibility for making decisions on me.						
13. <u>My advisor has assisted me in the process for continual evaluation toward my established educational goals and plan.</u>						
	Extremely Positive			Extremely Negative NA		
14. How would you rate your overall advising experience with your present advisor?						

15. Rank the three most important purposes you do or would like to use an advisor for; place a (1) before the most important, (2) before the second most important, etc.

- | | |
|--|--|
| a. ___ Discussing a course you are taking | f. ___ Getting a signature |
| b. ___ Career planning | g. ___ Personal concerns |
| c. ___ Selecting courses for your schedule | h. ___ Information about university services or resources |
| d. ___ Information about university requirements and/or procedures | i. ___ Discussing your grades or academic performance |
| e. ___ Choosing a major | j. ___ Information about your skills, abilities, potential, etc. |
| k. ___ Other (specify) _____ | |

Up to five additional questions (if provided by the Department Chair).	SA	A	N	D	SD	NA
16. _____						
17. _____						

1 <u>8</u> 7 .						
1 <u>9</u> 8 .						
<u>20</u> 1 9.						

APPENDIX C-4
STUDENT INSTRUCTIONAL RATING FORM FOR
NON-LECTURE AND NON-LABORATORY COURSES

This is your opportunity to evaluate this course and its instructor. Please bear in mind that this is a serious matter which gives each of you a chance to express a thoughtful opinion. The results of the questionnaire will become a part of the total evaluation process for the faculty of your university and will be placed in the personnel file of this faculty member. Your fair-minded response will be appreciated. Individual written student comments are prohibited on student evaluation forms.

This section of the evaluation is to be completed by students who are enrolled in non-lecture and non-laboratory courses. Indicate the category which applies to you.

1. ☐ Student Teacher Supervision
2. ☐ Physical Education Activities Courses
3. ☐ Studio (creative and performing arts)
4. ☐ Shop
5. ☐ Critique (only applies to Massachusetts College of Art and Design)
6. ☐ Cooperative Education
7. ☐ Field Work Supervision Internship Practicum
8. ☐ Independent or Directed Study
9. ☐ Nursing/Allied Health Clinical Supervision
10. ☐ Other (Explain) _____

Using the form that is set out on pages 2 and 3, evaluate the performance of the faculty member who supervised the educational experience which you have checked above by answering the following questions. Respond by using the KEY at right. Mark your responses with a PENCIL.

KEY

SA – Strongly Agree

A – Agree

N – Neither Agree nor Disagree

D – Disagree

SD – Strongly Disagree

NA – Not Applicable

A. NON-LECTURE SUPERVISION		SA	A	N	D	SD	NA
1.	You may have become more competent in this area due to this experience.						
2.	Your university supervisor was concerned with making your experience a successful one.						
3.	Your university supervisor was sensitive to your needs and problems.						
4.	Suggestions made by your university supervisor were helpful and constructive.						
5.	Your university supervisor encouraged you to try a variety of methods and materials.						
6.	Your university supervisor made a sufficient number of visitations, <u>and at least two (2)</u> (when applicable) .						
7.	Your university supervisor allowed sufficient time for meaningful conferences (when applicable).						
8.	Your university supervisor set up means whereby you could communicate directly with him or her (when applicable).						
9.	Your university supervisor's communication and interaction with the host agency was beneficial to you (when applicable).						
10.	The written assignments required by your university supervisor were helpful and relevant (when applicable).						
11.	Your university supervisor was helpful in providing general academic advice.						

B. ACADEMIC ADVISING		SA	A	N	D	SD	NA
12.	I saw or attempted to see the instructor during posted office hours. Yes ____ No ____ (if "yes" continue with question 13, if "no" skip to question 18).						
13.	The instructor was available for advising during posted hours.						
14.	The instructor expressed a willingness to schedule appointments for advising at other than posted office hours.						
15.	The instructor was helpful in clarifying material covered in this course during advising sessions.						
16.	The instructor helped me deal with any special difficulties I may have had with the material covered in this course.						
17.	The instructor was helpful in providing general academic advice.						

Your instructor may add up to five (5) questions in this space relative to the course.		SA	A	N	D	SD	NA
18.							
19.							
20.							
21.							

22.						
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The BHE is making this Article XIII financial proposal in accordance with the Ground Rules that require that all proposals, including all financial proposals, be made by the seventh bargaining session.

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%).

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, 2021, be increased by zero percent (0%).

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, 2022, be increased by zero percent (0%).

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.

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, 2021.

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, 2022.

ARTICLE X - RETRENCHMENT

A. Introduction

Should a financial exigency ever occur, every reasonable measure should be taken, as is hereinafter provided, to curtail the operations of any affected University consistent with the preservation of the academic integrity of its educational programs and goals and consistent with the preservation of the paramount teaching-learning relationship among members of its academic community.

Notwithstanding any other term of this Agreement, no unit member shall be retrenched except as provided in accordance with the provisions of Article X, X-A or X-B, as may be applicable.

B. Application

Save as is provided in Article X-A and X-B, the provisions of this Article shall exclusively govern the retrenchment of members of the bargaining unit at each University, any other provision of this Agreement to the contrary notwithstanding.

Except as is otherwise provided in Section I of this Article X, the provisions of this Article X shall be of no application to any person holding a part-time appointment to a position in the bargaining unit.

C. Definitions

1. Financial Exigency: For the purposes of this Article, financial exigency shall be deemed to exist at a University whenever, in any fiscal year, the moneys allocated or otherwise made available from or by way of legislative appropriation for all of the operations of such University shall be insufficient for the continuation of any or all of such operations during such fiscal year; or whenever, in any fiscal year, either no annual appropriation shall have been enacted in respect of any University, or, if such annual appropriation shall have been enacted pursuant to §15 of Chapter 15A of the General Laws, no allocation shall have been made in respect of a University; or the executive, through its own powers or the powers authorized through the legislature, cuts an existing appropriation.

~~Whenever such annual appropriation shall have been enacted pursuant to the said §15 of Chapter 15A, and the Board of Higher Education shall have preliminarily determined to make an allocation to any University which shall be insufficient for the continuation of any or all such operations of the affected University during such fiscal year, the Commissioner, the President of the University, and the Association President shall promptly meet and confer. Such meeting shall be called by the Commissioner.~~

Nothing in this definition shall be deemed to permit the retrenchment of any member of the bargaining unit until the provisions of Section E of this Article shall have first been complied with, nor shall the existence of a financial exigency as herein defined be deemed to require the Board of Trustees of any University or the president on its behalf to initiate procedures for the retrenchment of members of the bargaining unit. ~~If the Board of Trustees shall have determined that such procedures should be initiated, it shall provide the Association with the information on the basis of which it has determined the financial exigency to exist.~~

2. Declining Student Enrollment: For the purposes of this Agreement, “declining student enrollment” shall mean a decrease in the total number of students enrolled in the total number of courses offered by a department or program area during a semester, which decrease shall be measured by comparing the total number of students so enrolled during the then-current semester with the average total number of students so enrolled during the three (3) previous comparable semesters (i.e., fall or spring), and which decline shall, in the sole discretion of the Board or the president on its behalf, be deemed to be of sufficient magnitude to justify a reduction in the total number of faculty members within that department or program area; provided, however, that in the case of any department or program area that shall have been in existence for fewer than three (3) full academic years at the time when any measure of student enrollment is taken pursuant to this provision, such measure shall be taken with reference to the average total number of students enrolled in such department or program area during such number of previous comparable semesters as equals the number of full academic years, being fewer than three (3), during which such department or program area shall have been in existence; and provided further that the aforesaid determination of the Board shall not be arbitrary or capricious. For the purpose of determining the total number of students enrolled in all of the courses offered by a department or program area during any semester, the count shall be taken at the end of the period during which students are permitted to enroll in courses for such semester. Nothing in this definition shall be deemed to permit the retrenchment of any faculty member in any such department or program area until the provisions of Section E of this Article shall have first been complied with, nor shall the existence of a declining student enrollment as herein defined be deemed to require the Board to initiate procedures for the retrenchment of any such faculty member.
3. Retrenchment: For the purposes of this Article, “retrenchment” shall mean the laying off of any member of the bargaining unit by reason of financial exigency or declining student enrollment at a University, and shall not mean termination.
4. Seniority: The seniority of each member of the bargaining unit shall, for the purpose of this Agreement, be measured by the length of his/her continuous service at a University or another State University; in respect of each such member of the bargaining unit, such service shall be deemed to have commenced on the date, time and order of which the Board of Trustees of any University or any of its predecessors shall have voted to appoint such member of the bargaining unit to a position at the University. In all cases, seniority shall not include periods of unpaid leaves of absence on a full-time basis as a unit member; nor shall such unpaid leaves of absence abrogate any prior-accrued seniority. Service while on a part-time leave of absence shall be counted on a pro-rata basis.

For the purposes of this Article X and of Articles X-A and X-B, the seniority of each member of the bargaining unit, as measured in accordance with the requirements of the preceding paragraph, shall mean:

- a. in the case of faculty members, the seniority of each faculty member relative to all the other faculty members within the department or program area of which he/she is a member; and

- b. in the case of librarians, the status of each librarian relative to all other librarians at the University at which he/she is employed.

D. Criteria for Retrenchment

Retrenchment shall take place only pursuant to the following provisions:

1. Faculty Members

The seniority of each faculty member within any department or program area at a University shall determine the order in which he/she shall be retrenched from that department or program area, so that the most senior such member shall be last retrenched and the least senior such member shall be first retrenched; provided, however, that such order of retrenchment shall govern only insofar as, pursuant to its initial application, those faculty members to be retained are, by training and/or experience, qualified to teach the remaining courses which are to be continued to be offered by such department or within such program area to fulfill its mission and purpose; provided further that such order of retrenchment shall govern only insofar as its application is not in violation of the laws of the Commonwealth of Massachusetts or the United States; and provided further that no tenured member of a department or program area shall be retrenched sooner than a non-tenured member of such department or program area solely by reason of the fact that such tenured member has less seniority than such non-tenured member.

2. Librarians

The seniority of each librarian at the University at which he/she is employed shall determine the order in which he/she shall be retrenched from that University, so that the most senior such librarian shall be last retrenched and the least senior such librarian shall be first retrenched; provided, however, that such order of retrenchment shall govern only insofar as, pursuant to its initial application, those librarians to be retained are, by training and/or experience, determined by the Board of Trustees to be essential to the operation of the library or libraries at such University; provided further that such order of retrenchment shall govern only insofar as its application is not in violation of the laws of the Commonwealth of Massachusetts or the United States; and provided further that no tenured librarian shall be retrenched sooner than a non-tenured librarian solely by reason of the fact that such tenured librarian has less seniority than such non-tenured librarian.

3. Application

Whenever it shall be necessary, pursuant to the application of this Section D, to determine:

- a. whether any faculty member who would otherwise be retrenched should be retained in any department or program area, such determination shall be made by the President and shall not be arbitrary or capricious; or

- b. whether any librarian who would otherwise be retrenched should be retained in any library or libraries at any University, such determination shall be made by the President and shall not be arbitrary or capricious.

E. Procedures for Retrenchment

1. Financial Exigency

- a. If the President determines that retrenchment for financial exigency may be necessary, he/she shall notify the Commissioner, the President of the Association and the Chapter President, ~~every appropriate decision-making body constituted pursuant to Article VII and members of affected departments and/or program areas~~ that a financial exigency exists, and shall provide them with a preliminary proposal, which shall address the reasons for the anticipated retrenchment, the number of bargaining unit members anticipated to be retrenched and the areas proposed for retrenchment.
- b. Accurate information, statistics and/or financial data related to such preliminary proposal shall be made available by the President for inspection and/or copying upon request; provided, however that this Section shall not require the President to compile such information, statistics, and/or financial data in the form requested unless already compiled in that form.
- c. The President shall provide a reasonable period of time and, whenever possible, a minimum of thirty (30) days, but not more than forty-five (45) days, from the issuance of the preliminary proposal, to receive advice and written recommendations from the President of the Association and/or the Chapter President.
- d. The President of the University, the President of the Association and/or the Chapter President shall promptly meet and confer to consider the recommendations of each party, ~~and to seek to develop mutual recommendations relative to curtailing the operations of the University as it affects members of the bargaining unit with respect to the preliminary proposal and their recommendations.~~
- e. If, after having considered such recommendations, the President determines that retrenchment remains necessary, he/she shall recommend a final retrenchment plan, which shall state the unit or units in which retrenchment shall occur, the extent of retrenchment in each such unit, and, if known, the projected duration of retrenchment. The plan shall identify, in accordance with the provisions of this Article, those members of the bargaining unit who are to be retrenched. A copy of the recommendations of the Association and Chapter shall accompany the recommendations of the President. In developing the final retrenchment plan, the President shall address the following considerations:
 - i. the mission of the affected unit(s) and how circumstances have altered that mission;

- ii. the dependence of other unit(s) of the University on the unit(s) affected, the effect on the offerings of the unit(s) affected and/or arrangements to replace offerings lost;
- iii. arrangements to allow students in the affected unit(s) to satisfy academic needs and requirements;
- iv. possible consequences to the stature of the University;
- v. the possibilities of re-employment elsewhere in the University or other State University; and
- vi. the advisability of program curtailment as opposed to program abolition.

A copy of the above materials shall be transmitted to the Commissioner.

- f. The Board of Trustees shall promptly meet to consider the plan so recommended. In accordance with the Board of Trustees' procedures, upon the prior written request of the President of the Association and/or the Chapter President, the President of the Association and/or the Chapter President shall be granted an opportunity to address the Board. Thereafter, the Board may adopt a plan of retrenchment as it shall determine. Members of the bargaining unit may thereafter be retrenched pursuant to the plan so adopted in accordance with the provisions of this Article. A copy of such plan shall be given to the Commissioner, the President of the Association and the Chapter President.

2. Declining Student Enrollment

- a. If the President determines that retrenchment for reasons of declining student enrollment may be necessary, he/she shall so notify the Commissioner, the President of the Association and the Chapter President, ~~every appropriate decision-making body constituted pursuant to Article VII and members of affected departments and/or program areas,~~ and shall provide them with a preliminary proposal, which shall address the reasons for the anticipated retrenchment, the number of bargaining unit members anticipated to be retrenched and the areas proposed for retrenchment.
- b. Accurate information, statistics and/or financial data related to such preliminary proposal shall be made available by the President for inspection and/or copying upon request; provided, however, that this Section shall not require the President to compile such information, statistics and/or financial data in the form requested unless already compiled in that form.
- c. The President shall provide a reasonable period of time and, whenever possible, a minimum of ~~thirtysixty~~ (360) days, but not more than forty-five (45) days, from the issuance of the preliminary proposal, to receive advice and written recommendations from the President of the Association and/or the Chapter President.

- d. The President of the University, the President of the Association and/or the Chapter President shall promptly meet and confer with respect to the preliminary proposal and their recommendations.
- e. If, after having considered such recommendations, the President determines that retrenchment remains necessary, he/she shall recommend a final retrenchment plan, which shall state the unit or units in which retrenchment shall occur and the extent of retrenchment in each such unit. The plan shall identify, in accordance with the provisions of this Article, those members of the bargaining unit who are to be retrenched. A copy of the recommendations of the Association and Chapter shall accompany the recommendations of the President. In developing the final retrenchment plan, the President shall address the following considerations:
 - i. the mission of the affected unit(s) and how circumstances have altered that mission;
 - ii. the dependence of other unit(s) of the University on the unit(s) affected, the effect on the offerings of the unit(s) affected and/or arrangements to replace offerings lost;
 - iii. arrangements to allow students in the affected unit(s) to satisfy academic needs and requirements;
 - iv. possible consequences to the stature of the University;
 - v. the possibilities of re-employment elsewhere in the University or other State University; and
 - vi. the advisability of program curtailment as opposed to program abolition.

A copy of the above materials shall be transmitted to the Commissioner.

- f. The Board of Trustees shall promptly meet to consider the plan so recommended. In accordance with the Board of Trustees' procedures, upon the prior written request of the President of the Association and/or the Chapter President, the President of the Association and/or the Chapter President shall be granted an opportunity to address the Board. Thereafter, the Board may adopt a plan of retrenchment as it shall determine. Members of the bargaining unit may thereafter be retrenched pursuant to the plan so adopted in accordance with the provisions of this Article. A copy of such plan shall be given to the Commissioner, the President of the Association and the Chapter President.

The determination of the Board of Trustees made hereunder shall not be arbitrary or capricious.

F. General Provisions

No member of the bargaining unit shall be retrenched, pursuant to the provisions of this Article, by reason of financial exigency or declining student enrollment, until after the provisions of

Section E of this Article, shall have first been complied with; provided, however, that whenever the President of the Association and/or the Chapter President shall have failed or refused to meet as provided in Section E(1)(d) and Section E(2)(d) above, then the Board shall determine to retrench as it may deem appropriate.

G. Rights and Benefits of Retrenched Bargaining Unit Members

1. Notice

- a. With regard to retrenchment pursuant to Section E above, bargaining unit members to be retrenched shall be informed as soon as possible of their selection. When circumstances permit, the Board shall provide a minimum of ~~fifty-two (52)~~twenty (20) weeks' notice to tenured bargaining unit members with ten (10) or more years of service; ~~thirty-seven (37)~~fourteen (14) weeks' notice to tenured bargaining unit members with fewer than ten (10) years of service; and ~~sixteen (16)~~eight (8) weeks' notice to all other full-time and salaried part-time bargaining unit members. Such notice shall be provided in writing.
- b. With regard to faculty, the Board recognizes the desirability, whenever possible, of establishing retrenchment dates that coincide with the end of an academic semester so as to minimize the disruption of teaching.
- c. Notwithstanding paragraph (a) above, notice shall not extend beyond the termination of a bargaining unit member's term of appointment or reappointment.
- d. Upon request of any unit member who has been so retrenched, the President of the University shall provide him/her with a letter of recommendation which shall also state that the unit member was retrenched due solely to financial exigency or declining student enrollment, and for no other reason.
- e. Once notice of retrenchment for financial exigency has been given, the Board or the president on its behalf may abbreviate such notice period by making a lump sum payment equivalent to sixty percent (60%) of the bargaining unit member's weekly salary for each week such notice period is shortened.

2. Unemployment Compensation

The right of every member of the bargaining unit to receive such unemployment compensation benefits as he/she may be entitled to under Chapter 151A of the General Laws, as amended, is hereby recognized. Every appropriate Board of Trustees shall provide any member of the bargaining unit retrenched pursuant to the provisions of this Article with all such information and assistance as he/she may require for the purpose of making any claim pursuant to Chapter 151A.

3. Recall

a. Faculty Member

Whenever during the term of this Agreement it shall be determined by the President to be necessary to fill, in whole or in part, any faculty position in a department or program area in which retrenchment shall, pursuant to the provisions of this Article, have earlier taken place, the President shall recall the most senior faculty member from among those faculty members who shall have been so retrenched from such department or program area; provided, however, that such order of recall shall govern only insofar as pursuant to its initial application each faculty member to be recalled is, by training and/or experience, qualified to teach the course or courses for the teaching of which such position is to be filled.

b. Librarian

Whenever at any University during the term of this Agreement it shall be determined by the President to be necessary to fill, in whole or in part, any librarian position at any library or libraries from which retrenchment shall, pursuant to the provisions of this Article, have earlier taken place, the President shall recall the most senior librarian who shall have been so retrenched from such library or libraries; provided, however, that such order of recall shall govern only insofar as pursuant to its initial application each librarian to be recalled is, by training and/or experience, qualified to discharge the responsibilities for which such position is to be filled.

c. General Provisions

Any provision of this Agreement to the contrary notwithstanding, any member of the bargaining unit recalled pursuant to the provisions of the foregoing paragraphs of this subsection 3 and who shall not have been recalled to serve as a full-time appointee shall be recalled subject to any and all such policies, practices and procedures of the Board of Trustees and the University as apply to persons who hold part-time appointments; and provided further that the term of service of such part-time appointee shall be governed by such policies, practices and procedures and shall not be governed by any of the provisions of this Agreement other than the provisions of this subsection 3; and provided further that, notwithstanding the foregoing, such part-time appointee shall retain the right to use the procedures of Article XI of this Agreement, to the extent they may apply, to determine whether any provision of this subsection 3, but of no other provisions of this Agreement, may have been violated in its application to him/her.

Any such member of the bargaining unit so recalled to a full-time position shall retain all those rights of tenure that he/she shall have held at the date of his/her retrenchment, and shall retain all accumulated sick leave and any eligibility for sabbatical leave that, pursuant to the terms of this Agreement, he/she was entitled to at the date of his/her retrenchment.

Any such member of the bargaining unit so recalled to a full-time position shall, for the purpose of determining his/her status of seniority, be deemed to have

been employed at the University during any period in which he/she shall have been retrenched pursuant to the provisions of this Article.

4. Re-employment List

The name of any member of the bargaining unit retrenched pursuant to the provisions of this Article, other than a unit member who shall have been reassigned in accordance with the provisions of the following subsection 5, shall be entered on a re-employment list and shall be maintained thereon for five (5) years or for a period equal to his/her length of service at the University where he/she was employed on the date of his/her retrenchment, whichever is less. Every person whose name appears on such re-employment list shall, prior to posting, be notified of all positions that are included in the bargaining unit and that are to be filled at any State University and shall be interviewed for any such vacancy or position for which he/she shall have applied within the established time limit for the receipt of applications, which interview shall take place prior to the filling of such position.

In the event that any such person shall, during the period in which his/her name remains entered on the re-employment list, have been rehired by any State University, his/her name shall be removed from such list, and such person shall retain all accumulated sick leave and all prior service for tenure and sabbatical leave that, pursuant to the terms of this Agreement, he/she shall have been entitled to at the date of his/her retrenchment. Such person shall also be entitled to repurchase past service credits for retirement in accordance with applicable statutes of the Commonwealth and regulations made thereunder.

5. Reassignment

The curriculum vitae of each retrenched unit member shall be shared with each other State Universities for consideration in future hiring.~~Reasonable efforts shall be made to locate employment for retrenched unit members within other State Universities.~~

6. Tuition and Fee Benefits

- a. Retrenched unit members will maintain, for a period of up to two (2) years following the date of their retrenchment, those tuition and fee benefits provided in this Agreement.
- b. The spouse and children, including any adopted or stepchild or children, of any retrenched unit member will maintain, for a period of up to two (2) years following the date of their retrenchment, those tuition and fee benefits provided in this Agreement.

7. Supplemental Retraining

At the sole discretion of the President, and subject to the agreement of the retrenched tenured unit member and the President, a program of retraining may be undertaken for a period of up to two (2) years, pursuant to the provisions of Article X-A, Section G(2); provided, however, that the University shall not thereby be obliged to continue to

employ such unit member following the completion of the approved program of retraining.

This provision is applicable only to unit members who are retrenched for reasons of declining student enrollment.

H. Grievances

Notwithstanding the provisions of Article XI of this Agreement, in the event that a grievant alleges a violation of an express provision of this Article X, the grievant may, at his/her option, initiate such grievance at Step 2 of Section C(9) of Article XI; provided, however, that, subject as aforesaid, every other provision of Article XI shall remain of full force and effect and shall apply to any such grievance so filed at Step 2.

I. Order of Retrenchment

No full-time member of the bargaining unit or salaried part-time faculty member employed in any academic department or in any academic program area shall be retrenched pursuant to the provisions of this Article X, if on the date on which he/she would otherwise be retrenched there is employed in such department or program area any part-time faculty member described in Section H(3) of Article XIII who is teaching a course or courses that such member of the bargaining unit is qualified, by training and/or experience, to teach, it being the understanding of the parties that any such part-time faculty member shall be terminated prior to the retrenchment of any full-time member of the bargaining unit or salaried part-time faculty member, except part-time employees hired to replace unit members on any leave of absence; on reduced teaching loads for the purpose of alternative professional responsibilities, use of excess workload credits; Association release time or any other contractual release time; or any unforeseen emergency. If, on the date on which any part-time faculty member, who is a member of the bargaining unit, would otherwise be terminated pursuant to Article X, Section I, or Article X-A, Section J, there is employed in such department or program area any non-unit part-time faculty member who is teaching a course or courses that the above referenced full-time member of the bargaining unit is qualified, by training and/or experience, to teach, any said non-unit part-time faculty member shall be terminated prior to the termination of any part-time faculty member who is a member of the bargaining unit.

ARTICLE X-A - ACADEMIC PROGRAM DEVELOPMENT

A. Introduction

It is the purpose of the State Universities to provide educational programs and research in the liberal, fine and applied arts and sciences and other related disciplines and to contribute to the resolution of the needs and problems of the local, regional and state-wide communities which they serve. It is the further and ultimate purpose of the several State Universities to provide such educational services in order to prepare students for the social, economic and cultural world in which they will live after the completion of their education.

In order to best effectuate these purposes, the professional academics who are members of this community, i.e., the faculty and librarians, have a personal and professional obligation to renew, improve and augment their individual capacities as those pertain to their methods of teaching, their command of a body of knowledge and their skills as mentors of students in a variety of modes, learning strategies and settings. To the same end, the Board of Trustees has a more comprehensive obligation to supervise and participate in the design, maintenance, renewal, improvement, expansion and limitation of such educational programs and curricula as it deems most effectively conceived, within the limits of its resources, to realize these fundamental purposes.

The Board of Trustees, in the furtherance of these purposes and in order thereby to improve the quality of its educational programs and curricula, may formulate plans for the renewal, development and staffing of the academic programs, structures and offerings at a State University under its jurisdiction. In order to ensure the participation of members of the academic community at a State University in the formulation of any such plan or plans as it relates to the educational programs, curricula and staffing of such, the parties have made express provision for such participation by incorporating certain provisions to that effect in Article VII of this Agreement, it being the understanding of the parties that such participation shall occur in accordance with such provision.

Therefore, in order to ensure that the implementation of such plans, when and as they are more fully developed, will provide for the greatest possible utilization of the skills and knowledge of the faculty and librarians of each State University, the parties hereby agree as follows.

Notwithstanding any other term of this Agreement, no unit member shall be retrenched except as provided in accordance with the provisions of Articles X, X-A and X-B, as may be applicable.

B. Application

Save as is provided in Articles X and X-B, the provisions of this Article shall exclusively govern the retrenchment of members of the bargaining unit at each University, any other provision of this Agreement to the contrary notwithstanding.

Except as is otherwise provided in Section J of this Article X-A, the provisions of this Article X-A shall be of no application to any person holding a part-time appointment to a position in the bargaining unit.

C. Definitions

1. Academic Program Development

Academic Program Development shall be deemed to have occurred whenever a university establishes, alters or eliminates an academic program or general education requirement when such a decision is made in accordance with Article VII. either of the following necessitates increasing or decreasing the number of unit members in one or more academic departments or program areas or a library, as the case may be:

~~a. — a decision to establish, alter or eliminate an academic program or a general education requirement when such decision has been made in accordance with any such procedures as have been established pursuant to Article VII; or~~

~~b. — a significant and demonstrable change in the student enrollment patterns within an academic program resulting in the inability of the faculty of an academic department to teach twelve (12) semester hours of credit of instruction in courses offered by their department, or the equivalent through the fulfillment of alternative professional responsibilities assigned pursuant to Article XII, or workload reductions made in accordance with the provisions of this Agreement.~~

2. Retrenchment

For the purpose of this Article X-A, “retrenchment” shall mean the laying off of any member of the bargaining unit by reason of academic program development at a University and shall not mean termination.

3. Seniority

For the purposes of this Article, as applied to each member of the bargaining unit, “seniority” shall have the meaning ascribed to it by Section C(4) of Article X.

D. Retrenchment

No unit member shall be retrenched by reason of academic program development at a State University except in accordance with the provisions of this Article X-A.

E. Criteria for Retrenchment

Retrenchment shall take place only pursuant to the following provisions:

1. Faculty Members

The seniority of each faculty member within any department or program area at a University shall determine the order in which he/she shall be retrenched from that department or program area, so that the most senior such member shall be last retrenched and the least senior such member shall be first retrenched; provided, however, that such order of retrenchment shall govern only insofar as, pursuant to its initial application, those faculty members to be retained are, by training and/or experience, qualified to teach the remaining courses which are to be continued to be offered by such department or within such program area to fulfill its mission and purpose; provided further that such order of retrenchment shall govern only insofar as its application is not in violation of the laws of the Commonwealth of Massachusetts

or the United States; and provided further that no tenured member of a department or program area shall be retrenched sooner than a non-tenured member of such department or program area solely by reason of the fact that such tenured member has less seniority than such non-tenured member.

2. Librarians

The seniority of each librarian at the University at which he/she is employed shall determine the order in which he/she shall be retrenched from that University, so that the most senior such librarian shall be last retrenched and the least senior such librarian shall be first retrenched; provided, however, that such order of retrenchment shall govern only insofar as, pursuant to its initial application, those librarians to be retained are, by training and/or experience, determined by the Board of Trustees to be essential to the operation of the library or libraries at such University; provided further that such order of retrenchment shall govern only insofar as its application is not in violation of the laws of the Commonwealth of Massachusetts or the United States; and provided further that no tenured librarian shall be retrenched sooner than a non-tenured librarian solely by reason of the fact that such tenured librarian has less seniority than such non-tenured librarian.

3. Application

Whenever it shall be necessary, pursuant to the application of this Section E, to determine whether any faculty member who would otherwise be retrenched should be retained in any department or program area or whether any librarian who would otherwise be retrenched should be retained in any library or libraries at any University, such determination shall be made by the President and shall not be arbitrary or capricious.

F. Procedures for Retrenchment: Academic Program Development

1. If the President determines that retrenchment for reasons of academic program development may be necessary, he/she shall so notify the Commissioner, the President of the Association and the Chapter President, ~~every appropriate decision-making body constituted pursuant to Article VII and affected unit(s)~~, and shall provide them with a preliminary proposal, which shall address the reasons for the anticipated retrenchment, the number of bargaining unit members who are anticipated to be retrenched and the units proposed for retrenchment.
2. Accurate information, statistics and/or financial data related to such preliminary proposal shall be made available by the President for inspection and/or copying upon request; provided, however, that this subsection shall not require the President to compile such information, statistics and/or financial data in the form requested unless already compiled in that form.
3. The President shall provide a reasonable period of time and, whenever possible, a minimum of sixty (60) days from the issuance of the preliminary proposal, to receive advice and written recommendations from the President of the Association and/or the Chapter President.
4. The President of the University, the President of the Association and/or the Chapter President shall promptly meet and confer with respect to the preliminary proposal and their recommendations.

5. If, after having considered such recommendations, the President determines that retrenchment remains necessary, he/she shall recommend a final retrenchment plan which shall state the unit(s) in which retrenchment shall occur, and the extent of retrenchment in each such unit. The plan shall identify, in accordance with the provisions of this Article, those bargaining unit members who are to be retrenched. A copy of the recommendations, if any, of the President of the Association and the Chapter President shall accompany the recommendations of the President. In developing the final retrenchment plan, the President shall address the following considerations:
 - a. the mission of the affected unit(s) and how circumstances have altered that mission;
 - b. the dependence of other unit(s) of the University on the unit(s) affected, the effect on the offerings of the unit(s) affected and/or arrangements to replace offerings lost;
 - c. arrangements to allow students in the affected unit(s) to satisfy academic needs and requirements;
 - d. possible consequences to the stature of the University;
 - e. the possibilities of re-employment elsewhere in the University or other State Universities; and
 - f. the advisability of program curtailment as opposed to program abolition.

A copy of the above material shall be transmitted to the Commissioner.

6. The Board of Trustees shall promptly meet to consider the plan so recommended. In accordance with the Board of Trustees' procedures, upon the prior written request of the Association President and/or the Chapter President, the Association President and/or the Chapter President shall be granted an opportunity to address the Board. Thereafter, the Board may adopt a plan of retrenchment as it shall determine. Bargaining unit members may thereafter be retrenched pursuant to the plan so adopted in accordance with the provisions of this Article. A copy of such plan shall be given to the Commissioner, the Association President and the Chapter President.
7. The determination of the Board of Trustees made hereunder shall not be arbitrary or capricious.

G. Offer to Reassign or to Provide a Program of Professional Development

Notwithstanding any other term of this Agreement, no unit member shall be retrenched pursuant to the provisions of this Article until after the provisions of this Section G have been complied with and then only in compliance with the express provisions of this Article.

Whenever any member of the bargaining unit is to be retrenched by reason of academic program development, he/she shall be entitled to receive an offer from the Board of Trustees pursuant to the provisions of subsection 1 or 2 below.

1. Offer of Reassignment

Whenever the Board of Trustees shall have determined, at its sole discretion, that the skills, knowledge and/or experience of such member of the bargaining unit can be more effectively utilized at the University in a department, including any program area or library, other than that in which such member of the bargaining unit is then employed, it may, after consultation with such unit member, offer to reassign such unit member accordingly.

Any offer so made shall be made in writing, shall set forth the department, program area or library to which such reassignment is to have effect, shall provide such other pertinent information as the Board may deem necessary or desirable and shall be sent to such unit member in accordance with the provisions of subsection 5 below.

Whenever the Board of Trustees shall, in respect of any member of the bargaining unit, have made any offer pursuant to the foregoing provisions of this subsection 1, and whenever such unit member shall have failed, within thirty (30) days after the receipt of such offer, to accept such offer in its entirety, the Board of Trustees may, at its sole discretion, subject only to the provisions of Section H below and to no other provisions of this Article or Article X or Article X-B, retrench such unit member by giving him/her notice thereof in writing, which notice shall, any other provision of this Agreement to the contrary notwithstanding, have effect not sooner than the commencement of the next academic semester.

No reassignment shall be offered or made pursuant to the provisions of this subsection 1 except to a position then vacant; provided, however, that at the sole discretion of the Board of Trustees, any such vacancy may be created by the retrenchment of a non-tenured member of the bargaining unit by giving such non-tenured member of the bargaining unit notice thereof in writing, which notice shall, any other provision of this Agreement to the contrary notwithstanding, have effect not sooner than the commencement of the next academic semester. Any retrenchment effected for the purpose of creating a vacancy as aforesaid shall be subject only to the provisions of subsections 1, 2 and 3 of Section H below and to no other provision of this Article or Article X or Article X-B.

2. Offer of a Program of Professional Development

Whenever the Board of Trustees shall have determined, at its sole discretion, that the skills, knowledge and/or experience of such member of the bargaining unit might be made relevant to the changing needs of the University only if such unit member participates in a program of professional development, it shall offer:

- a. after consultation with such unit member, to provide such program to such unit member and to pay the tuition and fees at a public institution of higher learning within the Commonwealth or, if undertaken pursuant to the rules and regulations of the New England Regional Student Program, at a public institution of higher education in New England, if any, for a period of up to two (2) years, required for the implementation of the same;
- b. to continue to employ such unit member during any period of such program that falls within an academic or other work year, as the case may be, with such reduction of the workload of such unit member as the Board shall, after

consultation with the Association, determine, but subject to all the other terms and conditions of this Agreement, including the provisions of this Article and of Article IX, and to all the terms and conditions of any successor thereto;

- c. to continue to employ such member from and after the successful completion of such program, subject to all the terms and conditions of this Agreement, including Articles IX and X thereof, and to all the terms and conditions of any successor thereto.

Any offer so made shall be made in writing by the Board of Trustees, shall set forth the nature, purpose, terms, content, scope, time and duration, whether or not falling within any work year, and location of such program, together with the general manner of its implementation, including the manner in which any tuition and fees thereby entailed shall be paid by the Board, and shall be sent to such unit member in accordance with the provisions of subsection 5 below.

Subject to the foregoing, the nature, purpose, terms, content, scope, time and duration, whether or not falling within any work year, and location of any and every such program of professional development shall be determined at the sole discretion of the Board of Trustees; provided, however, that whenever any such program requires the Board to pay any tuition and fees, it shall be a condition of the offer made that the member of the bargaining unit to whom it is made shall agree to remain an employee of the Board for a period equal to twice the period of such program unless the Board, then or thereafter, shall have waived this condition in whole or in part or shall have retrenched, terminated or not reappointed such member of the bargaining unit subsequent to the conclusion of such program.

Whenever the Board of Trustees shall, in respect of any member of the bargaining unit, have made any offer pursuant to the foregoing provisions of this subsection 2, and whenever such unit member shall have failed, within thirty (30) days after the receipt of such offer, to accept such offer in its entirety, the Board of Trustees may, at its sole discretion, subject only to the provisions of Section H below and to no other provision of this Article or Article X or Article X-B, retrench such unit member by giving him/her notice thereof in writing, which notice shall, any other provision of this Agreement to the contrary notwithstanding, have effect not sooner than the commencement of the next academic semester.

Whenever the Board of Trustees shall, in respect of any member of the bargaining unit, have made any offer pursuant to the foregoing provisions of this subsection 2, and whenever such unit member, within thirty (30) days after the receipt of such offer, shall have accepted such offer in its entirety, such unit member shall not be retrenched during the period in which such program of professional development is in effect unless such unit member shall have sooner failed, in some material way, to comply with the terms of such program.

3. Dual Offers

Nothing in the foregoing shall be deemed to prohibit a Board of Trustees from making offers to any eligible member of the bargaining unit, whether simultaneously or otherwise, pursuant to both of the foregoing subsections 1 and 2; and nothing in the

foregoing shall be deemed to abridge the right of a Board of Trustees to reassign any member of the bargaining unit from one department, program area or other organizational unit at the University to another such unit at the University in circumstances other than those described in this Article X-A.

4. Criteria Governing the Order in Which Offers May Be Made

Whenever the Board of Trustees shall have determined that the implementation of any plan will require the transfer of, or the participation in a program of professional development by, any member(s) of a department or program area or any librarian(s) at a University, then no member of such department or program area and no librarian at such University shall receive an offer pursuant to subsection 1, 2 or 3 above unless an offer, but not necessarily the same offer, shall have been sooner made to such faculty member or librarian, if any, as is required by the following provisions to have been the prior recipient of such an offer:

a. Faculty Members

The seniority of each faculty member within any department or program area at a University shall determine the order in which he/she shall receive an offer made pursuant to the provisions of this Article, so that the least senior member shall first receive such an offer and the most senior such member shall last receive such an offer; provided, however, that such order shall govern only insofar as, pursuant to its initial application, those faculty members that will remain in such department or program area if an offer is accepted are, by training and/or experience, qualified to teach the remaining courses offered by such department or within such program area; and provided further that such order shall govern only insofar as its application is not in violation of the laws of the Commonwealth or the United States; and provided further that no tenured member of a department or program area shall receive any offer sooner than a non-tenured member of such department or program area solely by reason of the fact that such tenured member has less seniority than such non-tenured member.

b. Librarians

The seniority of each librarian at the University at which he/she is employed shall determine the order in which he/she shall receive an offer made pursuant to the provisions of this Article, so that the least senior such librarian shall first receive such an offer and the most senior such librarian shall last receive such an offer; provided, however, that such order shall govern only insofar as, pursuant to its initial application, those librarians that will remain at such University if any offer is accepted are, by training and/or experience, qualified to render the remaining services offered within the library or libraries at such University; and provided further that such order shall govern only insofar as its application is not in violation of the laws of the Commonwealth or the United States; and provided further that no tenured librarian shall receive any offer sooner than a non-tenured librarian solely by reason of the fact that such tenured librarian has less seniority than such non-tenured librarian.

5. Notice of Offer

Any offer made by a Board of Trustees to a member of the bargaining unit pursuant to this Section G shall be sent to such unit member by certified mail, return receipt requested. If such certified letter is returned undelivered, it shall then be sent to such unit member by regular first class mail and, if unreturned, shall be deemed to have been received by him/her on the date when delivery of the certified letter would have otherwise been effected.

6. Limitations

The provisions of this Section G shall be of no force or effect at any University during any period in respect of which the Board of Trustees shall have declared a fiscal exigency or during any period in which any one (1) or more members of the bargaining unit who have been retrenched by reason of a fiscal exigency remain subject to recall therefrom pursuant to the provisions of Section G(3) of Article X.

It is the intent of this Section that the provisions of Article X shall exclusively be of application to a financial exigency, and shall not be applied arbitrarily or capriciously where the provisions of this Article X-A are of proper application.

H. Rights and Benefits of Retrenched Bargaining Unit Members

1. Unemployment Compensation

The right of every member of the bargaining unit to receive such unemployment compensation benefits as he/she may be entitled to under Chapter 151A of the General Laws, as amended, is hereby recognized. Every appropriate Board of Trustees shall provide any member of the bargaining unit retrenched pursuant to the provisions of this Article with all such information and assistance as he/she may require for the purpose of making any claim pursuant to Chapter 151A.

2. Recall

a. Faculty Member

Whenever during the term of this Agreement it shall be determined by the President to be necessary to fill, in whole or in part, any faculty position in a department in which retrenchment shall, pursuant to the provisions of this Article, have earlier taken place, the President shall recall the most senior faculty member from among those faculty members who shall have been so retrenched from such department; provided, however, that such order of recall shall govern only insofar as pursuant to its initial application each faculty member to be recalled is, by training and/or experience, qualified to teach the course or courses for the teaching of which such position is to be filled.

b. Librarian

Whenever during the term of this Agreement any University President shall have determined it necessary to fill, in whole or in part, any librarian position at any library or libraries from which retrenchment shall, pursuant to the

provisions of this Article, have earlier taken place, then the President shall recall the most senior librarian who shall have been so retrenched from such library or libraries; provided, however, that such order of recall shall govern only insofar as pursuant to its initial application each librarian to be recalled is, by training and/or experience, qualified to discharge the responsibilities for which such position is to be filled.

c. General Provisions

Any provision of this Agreement to the contrary notwithstanding, any member of the bargaining unit recalled pursuant to the provisions of the foregoing paragraphs of this subsection 2 who shall not have been recalled to serve as a full-time appointee shall be recalled subject to any and all such policies, practices and procedures of the Board of Trustees and the University as apply to persons who hold part-time appointments; provided further that the term of service of such part-time appointee shall be governed by such policies, practices and procedures and shall not be governed by any of the provisions of this Agreement other than the provisions of this subsection 2; and provided further that, notwithstanding the foregoing, such part-time appointee shall retain the right to use the procedures of Article XI of this Agreement, to the extent they may apply, to determine whether any provision of this subsection 2, but of no other provisions of this Agreement, may have been violated in its application to him/her.

Any such member of the bargaining unit so recalled to a full-time position shall retain all those rights of tenure that he/she shall have held at the date of his/her retrenchment, and shall retain all accumulated sick leave and any eligibility for sabbatical leave that, pursuant to the terms of this Agreement, he/she was entitled to at the date of his/her retrenchment.

Any such member of the bargaining unit so recalled to a full-time position shall, for the purpose of determining his/her status of seniority, be deemed to have been employed at the University during any period in which he/she shall have been retrenched pursuant to the provisions of this Article.

3. Re-employment List

The name of any member of the bargaining unit retrenched pursuant to the provisions of this Article shall be entered on a re-employment list and shall be maintained thereon for five (5) years or for a period equal to his/her length of service at the University where he/she was employed on the date of his/her retrenchment, whichever is less. Every person whose name appears on such re-employment list shall, prior to posting, be notified of all bargaining unit positions to be filled at any State University, and shall be interviewed for any such position for which he/she shall have applied within the established time limit for the receipt of applications, which interview shall take place prior to the filling of such position.

In the event that any such person shall, during the period in which his/her name remains entered on the re-employment list, have been rehired by any State University, his/her name shall be removed from such list, and such person shall retain all accumulated sick

leave and all prior service for tenure and sabbatical leave that, pursuant to the terms of this Agreement, he/she shall have been entitled to at the date of his/her retrenchment. Such person shall also be entitled to repurchase past service credits for retirement in accordance with applicable statutes of the Commonwealth and regulations made thereunder.

I. Grievances

Notwithstanding the provisions of Article XI of this Agreement, in the event that a grievant alleges a violation of an express provision of this Article X-A, the grievant may, at his/her option, initiate such grievance at Step 2 of Section C(9) of Article XI; provided, however, that, subject as aforesaid, every other provision of Article XI shall remain of full force and effect and shall apply to any such grievance so filed at Step 2.

J. Order of Retrenchment

No full-time member of the bargaining unit or salaried part-time faculty member employed in any academic department or in any academic program area shall be retrenched pursuant to the provisions of this Article X-A if on the date on which he/she would otherwise be retrenched there is employed in such department or program area any part-time faculty member described in Section H(3) of Article XIII who is teaching a course or courses that such member of the bargaining unit is qualified, by training and/or experience, to teach, it being the understanding of the parties that any such part-time faculty member shall be terminated prior to the retrenchment of any full-time member of the bargaining unit or salaried part-time faculty member, except part-time employees hired to replace unit members on any leave of absence; on reduced teaching loads for the purpose of alternative professional responsibilities; Association release time, use of excess workload credits or any other contractual release time; or any unforeseen emergency. If, on the date on which any part-time faculty member, who is a member of the bargaining unit, would otherwise be terminated pursuant to Article X, Section I, or Article X-A, Section J, there is employed in such department or program area any non-unit part-time faculty member who is teaching a course or courses that the above-referenced full-time member of the bargaining unit is qualified, by training and/or experience, to teach, such non-unit part-time faculty member shall be terminated prior to the termination of any part-time bargaining unit member.

ARTICLE X-B - ACADEMIC REORGANIZATION

A. Programmatic Reorganization

Prior to implementing in whole or in part any plan of a kind described in Article X-A, Section A, but only to the extent that such plan or part of such plan will, if implemented, change any academic program, curriculum or structure at any one (1) or more of the several State Universities, the Board of Higher Education shall transmit such plan or part thereof, to the extent that the same will, if implemented, change any academic program, curriculum or structure at any University, through the President of such University to every appropriate decision-making body constituted pursuant to Article VII. A copy of the same shall be transmitted to the Chapter President and to the Association President. Upon its receipt of such plan, the All-University Committee shall refer the same to any such standing committee(s) within whose jurisdiction such plan or part thereof falls, but only to the extent, in the case of each such standing committee, that such plan or part thereof so falls.

At the time of transmittal, the Board of Higher Education, acting through the President, shall give to any appropriate decision-making body described in the preceding paragraph written notice of the date by which any final recommendation(s) are required to be submitted to the President in respect of such plan or part thereof; provided, however, that different dates may be so established with respect to different portions of such plan(s); and provided further that if after its receipt of any recommendation(s) from any standing or like committee any of the decision-making bodies shall have determined that an extension of time is reasonably required for its consideration of any such recommendation, it shall so notify the President in writing and it shall thereupon be granted, during an academic year, an additional thirty (30) days for such purpose from and after the date first set for the making of any final recommendation. The date(s) established pursuant to the foregoing provision for the making of any recommendation in respect of any such plan or part thereof shall govern the making of such recommendation made by any of the above-described decision-making bodies pursuant to the provisions of Article VII, anything in such provisions to the contrary notwithstanding.

Thereafter, any unit member retrenched as a result of such programmatic reorganization will be accorded the retrenchment rights provided for in Article X-A, Sections G and H, and the provisions of Sections C, D, E, I, J and K of Article X-A shall be of application regarding the retrenchment of any unit member under the terms of this Section A.

B. Merger or Abolition of a University

In the event that a State University is abolished or merged pursuant to any legislative enactment, then, upon the written demand of the Association, the Board of Higher Education, acting through the Council of Presidents, shall convene impact negotiations within five (5) days of the receipt of such written demand.

C. Application

The provisions of this Article X-B shall be of no application to part-time unit members other than salaried part-time faculty members.