

**MSCA Bargaining Proposals**  
 2021-2024 Successor Negotiations  
 May 12, 2021

<b>PART-TIME FACULTY/EMPLOYMENT EQUITY</b>		
I.A	Recognition	Immediate unit status for part-time faculty.
I.F.1	PT Access to necessary work-related benefits	Eliminate language related to exclusion of PT faculty to Article III
XII.A.4.d	New – Part-Time Faculty Scheduling	Assignment of courses to current PT faculty over non-unit members.
Various	Seniority/Continuing Employment Provision	Establishment of Senior Part-Time Faculty
Various	Half-Time Status	Senior Part-Time Faculty teaching at least 6 credits each semester for 6 consecutive semesters can apply for ½ time status in order to be eligible for GIC benefits and state retirement. Half-time status requires the additional duties of participation in departmental meetings and committees, advising, and service to the university.

## ARTICLE I - RECOGNITION AND DEFINITIONS

### A. RECOGNITION

The Board of Higher Education recognizes the Massachusetts Teachers Association/NEA (hereinafter referred to as the "Association") as the exclusive collective bargaining representative with respect to the conditions of employment of a unit which comprises:

Every person employed at the State Universities of the Commonwealth of Massachusetts and holding a full-time appointment to the position of Professor, Associate Professor, Assistant Professor, Instructor, Senior Librarian, Librarian, Associate Librarian, Assistant Librarian, Library Associate or Library Assistant; and further including any person who holds one of the foregoing titles and also the title of Department Chair; and further including any person holding a full-time appointment to any of the foregoing titles, or as a teacher, however designated, at a Campus School; and further including any person holding a part-time appointment as Professor, Associate Professor, Assistant Professor, or Instructor at the Massachusetts College of Art and Design; and further including any person who is employed on a full-time basis as an Adjunct Instructor at the Massachusetts Maritime Academy, subject to the exclusions set forth in the Decision and Direction of Election issued by the Labor Relations Commission and dated November 2, 1977; and further including any person holding a part-time appointment ~~for three (3) or more consecutive semesters to a position defined in the Decision and Direction of Election issued by the Labor Relations Commission and dated December 16, 1986 (Case No. SCR-2172);~~ and further including any person holding a part-time appointment as a Clinical Nursing Instructor; and further including three (3) salaried part-time faculty in the English Department at Salem State University. The parties recognize and understand that personnel at the Massachusetts Maritime Academy who are detailed to such Academy by the President of the United States pursuant to the provisions of the Maritime Education and Training Act of 1980 or otherwise, and military personnel assigned by the government of the United States to teach any ROTC programs at a State University, are not members of the bargaining unit.

~~With effect on February 28, 1989, the bargaining unit status of part-time unit members who have taught three (3) consecutive semesters shall not be affected by:~~

- ~~a. a temporary interruption of service of one (1) semester caused by the Employer/University administration;~~
- ~~b. a temporary interruption of service of one (1) semester for study toward a graduate degree as approved by the Vice President of a University; or~~
- ~~c. a temporary interruption of service of one (1) semester caused by an injury, illness or pregnancy.~~

~~With effect on July 1, 1995, any person who shall have retired after not less than ten (10) years of service as a member of the bargaining unit at a University or as a member of the administration of a University shall, if appointed to teach on a part-time basis at such University, thereupon become a member of the bargaining unit unless the appointment to~~

~~teach on a part-time basis occurs more than one (1) year following the effective date of such person's retirement.~~

## ARTICLE I - RECOGNITION AND DEFINITIONS

### F. ENTITLEMENT UNDER THIS AGREEMENT

1. Benefits Except as otherwise provided in this Agreement, every member of the bargaining unit as described in Article I, Section A, of this Agreement shall be entitled to the applicable benefits of this Agreement, and shall have the right to participate in any election, referendum or like proceeding conducted pursuant to the provisions of this Agreement, subject to the following limitations: No person in the bargaining unit holding a part-time appointment elsewhere than at the Massachusetts College of Art and Design, as a part-time Clinical Nursing Instructor or the three (3) salaried part-time faculty in the English Department at Salem State University shall be entitled to any of the benefits set forth in ~~Article III, Section B, or~~ Article IV of this Agreement, with the exception of the following:
  - a. System-wide tuition remission benefits to the extent the same are provided pursuant to any policy of the Board of Higher Education;
  - b. Health and Welfare benefits as may be determined by the Trustees of the Health and Welfare Fund;
  - c. Life Insurance, Group Insurance and Worker's Compensation to the extent permitted by Massachusetts law and the Massachusetts Group Insurance Commission;
  - d. Flexible spending accounts to the extent permitted by federal law;
  - ~~e. Use of university facilities to the extent that the same were provided at each University on June 30, 2017;~~
  - ~~f. Access to an e-mail address during the semesters when they are teaching at the University; and~~
  - ~~g. The right to intellectual property in any book, monograph, academic paper, article, course materials, musical composition, work of art, dissertation, thesis, software program, or like material that the member creates unless there is a written agreement with the University to the contrary.~~

*For reference: ARTICLE III, Section B*

## ARTICLE III - USE OF COLLEGE FACILITIES

### B. MEMBERS OF THE BARGAINING UNIT

1. Each faculty member shall have office space, a desk and chair. Each librarian shall have access to office space, a desk and chair to the same extent that he/she had access on June 30, 2017. Each unit member shall have access to the use of a closet or its equivalent, space in a file cabinet, and reasonable access to an intra-University telephone. The Board hereby further agrees that it shall continue to provide at each University such number of private offices for unit members as exist at each such University on the date of execution of this Agreement.
2. The parties recognize the desirability of permitting members of the bargaining unit to have access to unit members' offices and work areas twenty-four (24) hours a day, seven (7) days a week. The parties further recognize the necessity for maintaining the security of all University properties and buildings. The parties therefore agree that procedures shall be established to permit bargaining unit members to have such access to their offices and work areas, but agree that such access shall be subject to any applicable rules and regulations that may be in effect from time to time at each University for the purpose of maintaining such security.
3. The Board shall continue to maintain available secretarial and/or clerical assistance for the use of unit members in connection with the proper discharge of their duties. This undertaking is made subject to the actual availability of secretarial and/or clerical assistance at each University as that availability may exist from time to time. Necessary secretarial assistance shall be provided to unit members to whom the Vice President assigns responsibility for the preparation of accreditation reports, institutional reviews, work in the educational advising center, and other similar duties.
4. Essential teaching supplies such as paper, examination books, chalk and like materials, and stationery for use in University business, subject to the availability of the same, shall, upon request, be provided in reasonable amounts to members of the bargaining unit. At each University, up to fifty (50) laboratory coats shall be provided at no cost to those faculty teaching in laboratories and in the industrial and fine arts. Notwithstanding the foregoing, the Boards shall not be required to

expend more than Three Thousand Five Hundred Dollars (\$3,500.00) cumulatively, at the State Universities, for the purpose of providing such coats. In addition thereto the Board shall continue to provide sufficient typewriter, duplicating and computer equipment in good repair for the use of members of the bargaining unit, and shall do so in a manner that maintains typewriting, duplicating and computing services at a level not less than that which exists immediately prior to the date of execution of this Agreement.

5. To the extent that the same are now provided in the existing buildings of each University, the Board shall continue to provide in each such building that is used by members of the bargaining unit in the discharge of their responsibilities each of the following, namely:
  - a. Clean, separate restrooms and lavatories for unit members; and
  - b. A faculty lounge furnished with appropriate lounge furniture.
6. The Board shall provide service for the distribution of all unit members' mail throughout the calendar year. During the months of June, July and August, the Board shall forward the first-class mail of any unit member who shall have submitted a written request for that purpose to the business office of the respective University, which request shall state the address to which such mail is to be forwarded.
7. The Board shall provide and maintain at each University properly surfaced parking facilities without cost for members of the bargaining unit, such parking facilities to be located as close as is practicable to the appropriate teaching and/or work areas of bargaining unit members. The Board further agrees that the number of designated unit member's parking spaces shall be at least equal to the number of parking spaces presently used by bargaining unit members. At those Universities where on the date of execution of this Agreement there exist secured parking facilities for the use of bargaining unit members, rules and regulations pertaining to such facilities in effect on the date of execution of this Agreement shall not be altered or amended without the prior agreement of the Association. Notwithstanding the foregoing there shall be reserved at each University preferred unit member parking spaces for those unit members who are handicapped or otherwise disabled, in accordance with the provisions of Chapter 5 of the General Laws of the Commonwealth. In addition, each University shall maintain a system of parking stickers which shall be issued upon request to bargaining unit

members annually at a cost for the sticker of not more than One Dollar (\$1.00). No additional sticker charge shall be made at secured facilities. Bargaining unit members shall maintain parking stickers on vehicles used by them in all parking facilities. The University agrees to enforce rules prohibiting the unauthorized use of such designated facilities. In addition, if the designated areas are filled or be otherwise unavailable, bargaining unit members shall be permitted to park in spaces other than those so designated for unit members whenever such unit member's vehicle has a unit member parking sticker affixed thereto.

8. The Board shall maintain reasonable security for instructional equipment, libraries and offices. The Board shall honor unit members' expectation of privacy in campus areas such as their offices, the offices of the Association, restrooms and locker rooms, and shall not use surveillance technology in such areas except as necessary for criminal investigations and in accordance with judicial standards. Additionally, no surveillance technology shall be used in classrooms, studios, laboratories, or meeting rooms except as necessary for criminal investigations and in accordance with judicial standards.
9. Members of the bargaining unit shall have access to computers or computer terminals at the University at which they are employed for the purpose of discharging their duties hereunder, provided that such access shall be governed by any applicable rules and regulations in effect from time to time at such University regarding the use of any such computer or terminal. No such computer or terminal shall be used for Association business.
10. All unit member work areas shall be cleaned regularly.
11. Part-time members shall have the use of university facilities to the extent that the same were provided at each University on June 30, 2017. Each University shall provide University e-mail addresses and access for part-time members during the semesters when they are teaching at the University.
12. Unless a member of the bargaining unit and a University otherwise agree, a unit member who creates intellectual property in any book, monograph, academic paper, article, course materials, musical composition, work of art, dissertation, thesis, software program, or like material shall own and hold all rights to such intellectual property; provided, however, as follows:

- a. that the ownership of any such right in any work whose creation was sponsored by a grant from a source external to Massachusetts public higher education shall be assigned by the terms of the grant;
- b. that nothing in this subsection shall be deemed to vest in any member of the bargaining unit any property right in or to any committee report, the content of any catalogue or any like material produced or created within the scope of his/her employment as a member of the bargaining unit; and
- c. that nothing in this Agreement shall be deemed to permit any member of the bargaining unit to charge to the University or to any student a fee in connection with the use of such unit member's course materials in connection with the performance of his/her own responsibilities as a member of the bargaining unit.



## ARTICLE XII - WORKLOAD, SCHEDULING AND COURSE ASSIGNMENTS

### C. WORKLOAD OF FACULTY

#### 4. Scheduling

##### d. Part-Time Faculty Scheduling

The assignment of courses to part-time faculty shall be by seniority within a department to those qualified to teach such courses, whenever practicable. Such assignment shall be made before non-unit members may be hired to teach such courses.

Prior to assignments, the Department Chair shall provide notice of courses being offered. Interested part-time unit faculty shall be required to submit written notice of interest to the Department Chair.

If the work is assigned to a non-unit part-time member the Department Chair shall provide a written explanation to the chapter president of the basis on which the assignment was made.

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)(d), 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.

## **PART-TIME FACULTY SENIORITY/CONTINUING EMPLOYMENT PROPOSAL**

### **Senior Part-Time Faculty**

A part-time faculty member who has taught at the institution (inclusive of continuing education) for three or more consecutive years at nine (9 credits) courses a year (fall and spring) or five or more consecutive years at two courses a year will have the designation of Senior Part-Time Faculty member provided they receive a satisfactory evaluation.

Senior Part-Time Faculty members shall retain this designation so long as there is no break in their service of more than two consecutive semesters. However, if there is a break in service that extends beyond two consecutive semesters that is due to a University's decision not related to the faculty member's performance, the faculty member shall retain their Senior Part-Time Faculty status four (4) consecutive semesters.

### **Terms of Employment**

When a part-time faculty member advances achieves Senior Part-Time Faculty status they shall receive good faith consideration for an appointment each subsequent semester. Appointments shall be offered courses in order of seniority. The Department shall notify Senior Part-Time Faculty of the courses being offered as soon as practicable. "Good faith" consideration for an appointment shall means that a Senior Part-Time Faculty member shall receive an appointment subject to the following:

- a. Elimination or downsizing of a department or program, merging of a department or program with another department or program (if the merging results in the effected faculty member's course or section being eliminated).
- b. Assignment of a full-time faculty member to teach the course(s) taught by the Senior Part-Time Faculty member as a result of their needing to be assigned additional courses to meet the contractually require teaching workload.
- c. Reduction in the number of courses or sections offered by the department in a semester or the cancellation of a course or section due to under-enrollment or for programmatic reasons, except that the cancellation of a course in a semester shall not impact the faculty member's other assignment(s).

Should a Senior Part-Time Faculty member not be offered a teaching assignment due to lack of availability of appropriate courses, the Senior Part-Time Faculty member shall have the right to be assigned a course that the Senior Part-time Faculty member has taught within the last academic year provided that the course is being taught by part-time faculty member who does not have the designation of Senior Part-Time faculty member.

The Senior Part-Time Faculty member shall, for a year, receive preference to teach a course(s) previously taught in the Department by the member.

If the University cancels a Senior Part-Time Faculty member's course within two weeks prior to the start of classes, and the University does not offer the member another course that the member is qualified to teach, resulting in the Senior Part-Time Faculty member not teaching that course for that semester, then the Senior Part-Time Faculty member shall receive a cancellation fee of 10% of the base rate to teach the course. Cancellation fees shall be limited to two courses per semester.

Senior Part-Time Faculty shall receive a 10% increase above the minimum per-credit rate then in effect.

A part-time faculty member who teaches music instruction shall be entitled to achieve Senior Part-Time Faculty status and shall receive an hourly rate of \$5.00/hour more than the hourly rate otherwise applicable.

**Seniority:**

For every semester in which the part-time faculty member teaches at least six (6) credits (including DGCE), one-half (1/2) year of service shall accrue for purpose of seniority.

## **HALF-TIME STATUS FOR PART-TIME FACULTY PROPOSAL**

Senior Part-Time Faculty teaching at least 6 credits each semester for 6 consecutive semesters can apply for half-time status in order to be eligible for GIC benefits and state retirement.

Applicants who meet the required credit/time and who have achieved Senior Part-Time Faculty status shall not be denied half-time status.

Half-time status requires the additional duties of participation in departmental meetings and committees, advising, and service to the university.