MSCA Bargaining Proposals

2021-2024 Successor Negotiations

June 30, 2021

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| WORKLOAD EQUITY | | |
| XII.I | New – Student Recruitment Work | To provide compensation for work taking place outside of the work week or workday. |
| VII.M | New - Limitation on number of committees for service work | To address the increasing workload commitment of faculty and librarians in university committee work. |
| XII.D | APR Equity | To address inconsistencies and inequities in the use of APRs. |
| XII | Equivalencies | To address inequities of compensation in different types of teaching. |
| VII.B.1.a | All-University Committee | Create consistency across all campuses with selection of AUC members |
| XXI.D | New – Cost of Living Adjustments | If a successor agreement is not reached by June 30, 2024, on July 1, 2024 all full-time salaries, the part-time minimum per-credit rate, and the hourly music instructor rate shall be increased by 4.5%. |
| VIII-C.E.F | Formulary Increases | Reinstate Formulary Increases for Inversion and Compression |

ARTICLE XII - WORKLOAD, SCHEDULING AND COURSE ASSIGNMENTS

1. STUDENT RECRUITMENT & RETENTION

Unit members (full- and part-time) participating in university open-houses, admissions events, recruitment, and other enrollment and retention activities that take place after 4:30 p.m., Monday-Friday, or on Saturdays, Sundays, or Holidays, shall receive additional compensation for this work.

ARTICLE I - RECOGNITION AND DEFINITIONS

D. DEFINITIONS

1. University-Wide Committees. A “university-wide committee” shall be defined as any committee, 1) whose duties address issues important to the campus community or whose members are representatives from across the campus, 2) that is called for by the President or any other administrator, 3) and on which there is a desire for faculty or librarian representatives.

ARTICLE VII - PARTICIPATION IN THE DECISION-MAKING PROCESS

M. UNIVERSITY-WIDE ~~ADVISORY~~ COMMITTEES

Whenever the President, designee, or any other administrator, of the University shall establish a~~n~~ University-Wide ~~Advisory~~ Committee, to which they ~~he/she~~ wish~~es~~ to appoint representatives of the bargaining unit, they ~~he/she~~ shall confer with the Chapter President and request the names of ~~nominees~~ representatives for such positions from the Chapter President. The President of the University shall appoint ~~from~~ the representatives ~~nominees~~ provided by the Chapter President.

The President’s request for bargaining unit representation on University-wide Committees shall include a description of the work expectations and goals, the timeframe of the work, and an estimate of the hourly commitment expected from the representatives.

The overall number of University-wide Committees in operation during any academic year, shall be limited to no more than ten (10) percent of the number of full-time faculty/librarians and the number of half-time status faculty currently employed at the university, unless the Chapter President agrees to a higher number.

Such committees shall exist for a period not greater than the term of this Agreement, exclusive of any evergreen period.

ARTICLE XII - WORKLOAD, SCHEDULING AND COURSE ASSIGNMENTS

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~~ their 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~~ they shall have first published a list of those APRs that are available on an annual basis, along with the job description and responsibilities, the number of credits to be reduced, and the office or position of the person who shall evaluate the unit member’s performance; and
2. only if they shall have first provided an opportunity for unit member to apply for those APRs that are available on an annual basis; and
3. only if they have offered an additional opportunity for members to request an APR that is not part of the published list of annual APRs wherein 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 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; and
4. only if ~~he/she~~ they will 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~~
5. ~~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.~~

When a librarian has been granted an alternative professional responsibility for which a reduction in workload has been granted, the Vice President shall provide release time that is equivalent to the number of credits that would be similarly offered to a faculty member using the ratio of 1 credits = 3 hours of release time. The University shall agree to hire a replacement in order to cover the work responsibilities of the librarian during the set course of the alternative professional responsibility.

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;

1. 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
2. in the case of an alternative professional responsibility whose duration is expected to be greater than a single academic year, then as follows:

* 1. annually in the case of any member of the bargaining unit who does not hold tenure; and

* 1. not less frequently than bi-annually in the case of any member of the bargaining unit who holds tenure.

ARTICLE XII - WORKLOAD, SCHEDULING AND COURSE ASSIGNMENTS

1. WORKLOAD OF FACULTY

4. Scheduling

c. 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:

SEMESTER HOURS

CONTACT OF CREDIT OF

MODE OF INSTRUCTION HOURS INSTRUCTION

Laboratory Instruction ~~up to 3~~ 1 ~~2~~ 1

Physical Education 1 ~~0.5~~ 1

Activity Courses

Shop Instruction 1 ~~0.67~~ 1

Studio Instruction 1 ~~0.67~~ 1

Maritime Responsibilities 1 ~~0.67~~ 1

During the Academic Year

Critique 1 1

Nursing/Allied 1 ~~0.67~~ 1

Health Clinical Supervision

NUMBER OF STUDENTS

Cooperative Education 1 ~~0.17~~ 0.25

Field Work Supervision ~~up to 3~~ 1 ~~1~~ 0.50

and Internships

Independent and 1 ~~0.25~~ 0.50

Directed Study (including

Honors Directed Study)

Educator Supervision ~~up to 2~~ 1 1

Honors Thesis Supervision 1 ~~0.5~~ 1

Graduate Thesis Supervision 1 1

Undergraduate Teaching 1 0.50

Assistant Supervision

Any equivalencies currently in place that are more beneficial to the unit member shall remain in place for the duration of the successor agreement. 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.

ARTICLE VII - PARTICIPATION IN THE DECISION-MAKING PROCESS

1. THE ALL-UNIVERSITY COMMITTEE: MEMBERSHIP AND RESPONSIBILITIES
   1. Establishment of the All-University Committee

In order to ensure participation by members of the bargaining unit, by students and by administrators in the formulation of policies affecting such academic matters of common concern as are hereinafter prescribed, with effect on each September 1, there shall be established at each University an All-University Committee. The Committee shall consist of

* + 1. eight (8) representatives of members of the bargaining unit;
    2. three (3) student representatives; and
    3. three (3) administrative representatives,

who shall be chosen at each University as follows:

1. Representatives from the Bargaining Unit

~~At each of Bridgewater State University, Framingham State University, the Massachusetts College of Art and Design, the Massachusetts College of Liberal Arts, the Massachusetts Maritime Academy, Salem State University and Westfield State University, t~~ The bargaining unit representatives to the Committee shall, under the auspices of the Association, be selected from among the members of the bargaining unit on or between May 1 and May 31 of each academic year.

~~At Fitchburg State University and Worcester State University, the bargaining unit representatives to the Committee shall, under the auspices of the Association, be elected from among the members of the bargaining unit on or between May 1 and May 31 of each academic year.~~

Notice of the procedures for selecting ~~or electing~~ unit members shall be published as an official Association communication at least ten (10) days prior to the date on which such selection ~~or election~~ is to take place. Except as is otherwise provided in this Agreement, all members of the bargaining unit as described in Article I, Section A, of this Agreement shall be eligible for membership on the All-University Committee.

Beginning September 1, 2018 unit members shall be appointed ~~or elected~~ for two-year terms that begin on September 1 following said appointment ~~or election~~, except that for academic year 2018-2019, the names of four (4) of the eight (8) bargaining unit members shall be drawn from lot and those members whose names were drawn will serve one-year terms. This is necessary to initiate a fifty percent (50%) staggering of the unit member terms.

In providing for the selection ~~or election~~ of unit member representatives to the All-University Committee and to every other committee constituted pursuant to the provisions of this Article VII, the Association agrees to conduct the selection ~~or election~~ fairly and equitably and without reference to whether any member or members of the bargaining unit is or are a member or members of the Association.

ARTICLE XXI - DURATION AND EXTENT

D. CONTINUED EFFECT OF CERTAIN PROVISIONS

During academic years (or any parts thereof) that fall within any period following the expiration of the Agreement and preceding the execution and funding of a new or extended agreement, members of the bargaining unit will participate in decision-making pursuant to Article VII. This undertaking is given in consideration of each University’s undertaking to continue during such academic years and parts thereof to do the following:

1. to pay promotion increases, terminal degree adjustments and stipends to Department Chair and Program Area Chairs in accordance with the applicable provisions of this Agreement;
2. to apply the Minimum Salary Formula prescribed by Article XIII and grant any salary increases prescribed thereby;
3. to expend not less than the prescribed percentage of the applicable unit payroll each year for salary increases under Section B of Article VIII-C; ~~and~~
4. to make professional development moneys available to full-time unit members and salaried part-time faculty members in a per capita amount based on one percent (1%) of the AA unit payroll in accordance with the procedures in Article XIV, Sections A and G~~.~~; and
5. to cover cost-of-living adjustments to annual salaries for all full-time members and cost-of-living adjustments to the per-credit rate for part-time faculty, based on the cost-of-living adjustments allocated to the Massachusetts State Retirement System passed by the legislature the previous year.