

**MEMORANDUM OF AGREEMENT
FOR A COLLECTIVE BARGAINING AGREEMENT
FOR THE PERIOD OF JULY 1, 2024, THROUGH JUNE 30, 2027,
BETWEEN
THE BOARD OF HIGHER EDUCATION
AND
THE MASSACHUSETTS STATE COLLEGE ASSOCIATION/MTA/NEA**

This Memorandum of Agreement (“Memorandum”) is entered into by and between the Board of Higher Education (the “Board”) and the Massachusetts State College Association/MTA/NEA (the “Association”);

WHEREAS, the Board and the Association are parties to a collective bargaining agreement (the “2023-2024 Agreement”), which by its terms has remained in full force and effect;

WHEREAS, on September 26, 2025, the parties reached a three-year agreement for the term of July 1, 2024 to June 30, 2027, through successor negotiations; and

WHEREAS, the parties wish hereby to record and give effect to the results of their negotiations for the purposes of seeking funding and the Association’s ratification process;

NOW, THEREFORE, in consideration of the forgoing premises and of the mutual covenants hereinafter set down, the parties agree as follows:

GENERAL

1. All provisions of the 2023-2024 Agreement not amended by this Memorandum shall remain in full force and effect from July 1, 2024 through June 30, 2027, and remain in effect until a successor agreement is entered into.
2. Changes in dates and nomenclature may be made as necessary to preserve the meaning of the 2023-2024 Agreement and additional, non-substantive changes may be required in order to reconcile related provisions;

ARTICLE I, RECOGNITION AND DEFINITIONS

1. Revise Article 1, Section A, Recognition, as follows:

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, **until June 29, 2027**, 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 to include, effective June 30, 2027, any person who has held a part-time appointment for three or more semesters within three consecutive academic years , who shall then become a unit member at the start of the next semester they teach**; and further including any person holding a part-time appointment as a Clinical Nursing Instructor; and further including ~~three (3)~~ **two (2)** **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 the effect on January 1, 2026, the bargaining unit status of a part-time unit members shall not be affected by an interruption of service of six (6) consecutive semesters or less.

~~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 January 1, 2026, ~~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.~~

2. Revise Article 1, Section D, Definitions, as follows:

Semester. At each University, “semester” shall, in the case of the first semester or “fall semester” of any academic year, mean the period commencing on the first day of the academic year and ending on the last day preceding the commencement of the second semester of such year, and shall, in the case of the second semester or “spring semester” of any academic year, mean the period commencing on the day appointed by the applicable academic calendar for such purpose and ending on the last day of the academic year. **In the case of a Department Chair, effective June 1, 2026 (and at Massachusetts Maritime Academy, the day following June 2026 commencement), there shall be a summer semester, the period cumulatively equal to the ten (10) working days, exclusive of the academic year, during which every Department Chair may be required to perform such additional services related to the functions and activities of the University as may be prescribed from time to time by the President.**

Terminal Degree.

a. In the case of any person first appointed to a position as a member of the bargaining unit at a State College (now State University) prior to September 1, 1988, “terminal degree” shall mean the degree of Doctor of Philosophy (Ph.D.), the degree of Doctor of Education (Ed.D.), or such other doctoral degree (doctorate), other than the degree of Juris Doctor (J.D.), as is granted in and with reference to any specialized discipline or field of learning; provided, however, that a degree, including the degree of Juris Doctor (J.D.), other than a doctorate may be deemed to be a terminal degree for the purposes of this Agreement whenever the Board recognizes any such degree as one customarily regarded by members of any learned profession or field of learning as the final degree qualifying any person for the practice of such profession or for recognition within such field of learning but only to the extent that the holder of any such degree other than a doctorate is employed as a member of the bargaining unit to perform services, including teaching, within the scope of such profession or such field of learning.

The degrees of Master of Business Administration (M.B.A.), Master of Library Science (M.L.S.) or an equivalent Master's degree, including Master of Library and Information Science (M.L.I.S), accredited by the American Library Association (but in all cases only after

June 30, 1996), Master of Science in Nursing (M.S.N.), Master of Social Work (M.S.W.), and, for those faculty whose area of teaching is primarily in the creative and performing arts, the Master of Fine Arts (M.F.A.) shall be deemed to stand in lieu of a terminal degree when a bargaining unit member who holds such a degree has earned not fewer than seventy-two (72) hours of graduate credit, including the hours of credit for which such degree was awarded, in the academic or professional discipline in which he/she holds such degree, provided that such credits shall have been earned at an institution or institutions accredited at least to the level of such degree in the academic or professional discipline in question. Any such degree may stand in lieu of a terminal degree only to the extent that the holder of such degree is employed as a member of the bargaining unit to perform services, including teaching, within the scope of the profession or field of learning within which such degree has been awarded.

b. In the case of any person first appointed to a position as a member of the bargaining unit at a State College or State University on or after September 1, 1988, "terminal degree" shall mean the degree of Doctor of Philosophy (Ph.D.), the degree of Doctor of Education (Ed.D.), the degree of Doctor of Social Work (D.S.W.), the degree of Doctor of Nursing Science (D.N.S.), the degree of Doctor of Business Administration (D.B.A.), the degree of Doctor of Library Science (D.L.S.) or an equivalent doctoral degree, including the degree of Doctor of Library and Information Science (D.L. I.S.), accredited by the American Library Association, or such other doctoral degree (doctorate), other than the degree of Juris Doctor (J.D.), as is granted in and with reference to any specialized discipline or field of learning; provided, however, that a degree other than a doctorate may be deemed to be a terminal degree for the purposes of this Agreement whenever the Board recognizes any such degree as one customarily regarded by members of any learned profession or field of learning as the final degree qualifying any person for the practice of such profession or for recognition within such field of learning but only to the extent that the holder of any such degree other than a doctorate is employed as a member of the bargaining unit to perform services, including teaching, within the scope of such profession or such field of learning.

After July 1, 2026, June 30, 1996, the degree of Master of Library Science (M.L.S.) or an equivalent Master's degree, including the degree of Master of Library and Information Science (M.L.I.S.), accredited by the American Library Association, **shall be deemed to be stand in lieu of** a terminal degree when a bargaining unit member who holds such degree is employed as a librarian within the unit and has earned not fewer than sixty (60) hours of graduate credit, including the hours of credit for which such degree was awarded, in an academic discipline appropriate to the individual's role as a professional librarian, provided that such credits shall have been earned at an institution or institutions accredited at least to the level of such degree in the discipline of library

sciencee. For those faculty whose area of teaching is primarily in creative and performing arts courses, as distinguished from such courses as art history and musicology, the Master of Fine Arts (M.F.A.) shall be deemed to be a terminal degree when a bargaining unit member who holds such a degree has earned not fewer than sixty (60) hours of graduate credit, including the hours of credit for which such degree was awarded, in the creative or performing discipline in which he/she holds such degree, provided that such credits shall have been earned at an institution or institutions accredited at least to the level of such degree in the discipline in question.

3. Revise Article 1, Section F, Entitlement Under This Agreement, as follows:

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 **two (2)** ~~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:

[subsections a-g shall remain unchanged]

- h. Full-time unit members shall have access to office space with desks, chairs and telephone capabilities. Part-time unit members shall have access to a shared space that is accessible on a first come, first served basis.**
- i. Essential teaching supplies such as paper, examination books, chalk, dry erase markers, and like materials, and stationary 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. Part-time bargaining unit members shall have access, on a first come, first served basis, to a computer in the shared space, for the performance of their part-time appointment responsibilities.**

[subsection 2 of Section F shall remain unchanged]

ARTICLE II, RELATIONSHIP BETWEEN THE BOARD AND THE ASSOCIATION

1. Revise Article II, Section D, Information, as follows:

[subsections 1 and 3 of Section D shall remain unchanged]

2. Personnel Data

No later than **the last day of the second pay period of the fall semester October 31** in each academic year and, again, not later than **the last day of the second pay period of the spring semester February 28** in each academic year, each University shall submit to the Chapter President the information depicted on Appendix Q of this Agreement **with a copy to the Association President.**

Whenever any person has accepted an appointment to a position within the bargaining unit, a copy of the countersigned letter of appointment (as depicted in Appendices N-1 through N-6) shall be transmitted to the Chapter President.

ARTICLE III, USE OF COLLEGE FACILITIES

1. Revise Article III, Section A, The Association, as follows:

1. Upon a request in writing made to the President of a University, the Association or any Chapter thereof shall have the right to meet at such University if appropriate facilities are available. All requests must be received at least twenty-four (24) hours prior to the time requested for the meeting. The parties agree not to schedule meetings involving members of the bargaining unit which would conflict with any previously scheduled meetings or regularly scheduled classes. The parties intend that this provision shall not be deemed to prevent the reasonable scheduling of Association meetings or to permit interference with the normal conduct of University affairs.

2. The Association shall be provided with an office on each campus with a desk, chair, and filing cabinet, ~~reasonable use of an intra-University~~ telephone **capabilities**, and a separate campus mailbox, for the purpose of contract administration.

3. The President of each University shall assign at least two (2) bulletin boards for the exclusive use of the Association for the purpose of posting Association notices concerning the administration of the provisions of this Agreement.

4. The Association shall be permitted to use the intra-University mail system and e-mail system for the distribution of Association communications.

5. The Association and members of the bargaining unit shall be entitled to make reasonable use of such **phone system telephones** as may from time to time be available in their respective department for the purposes of local and intra-University communication of official Association or departmental business.
2. Revise Article III, Section B, Members of the Bargaining Unit, as follows:

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, 2023. 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 capabilities. All shared space shall include a means for securing belongings of those sharing the space.** 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, **dry erase makers**, 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, printing, copying, scanning~~ and computer equipment in good repair

and computer software for the use of members of the bargaining unit for the purposes of instruction, and shall do so in a manner that maintains ~~typewriting, duplicating, printing, copying, scanning and~~ computing services at a level not less than that which exists immediately prior to the date of execution of this Agreement.

ARTICLE IV, SUPPLEMENTAL BENEFITS AND HOLIDAYS

1. Replace all of Article IV, Section A (1), Paid Leave of Absence, with the following:

- b. Sick Leave Bank
 - i. **Sick Leave Bank**

Upon the date of execution of this Agreement, every sick leave bank established pursuant to the provisions of the Agreement that was the predecessor to this Agreement shall be maintained for the benefit of all those members of the bargaining unit who shall choose, pursuant to the provisions of this Agreement, to become a member thereof; and any member of the bargaining unit who is a member of any such bank on the effective date of this Agreement shall remain a member thereof subject to the terms and conditions of this Section A.

- ii. **Sick Leave Bank Membership**

The benefit of the sick leave bank is to provide full-time and salaried part-time unit members with leave when it enables a unit member to return to work following the period of leave. Unit members are entitled to membership in the sick leave bank in the following circumstances unless they opt out of participation in the bank.

- a. **Any person who becomes a member of the bargaining unit on or after September 1 in any work year shall automatically become a member of the sick leave bank and be deemed to have assigned seven and one-half (7.5) hours (the equivalent of one (1) day) (fifteen (15) hours (the equivalent of two days) at the Massachusetts College of Art and Design, the Massachusetts College of Liberal Arts and the Massachusetts Maritime Academy) of their sick leave accumulation to the bank on the date on which they first accrue at least seven and one-half (7.5) hours (the equivalent of one (1) day) (or the respective fifteen (15) hours) of their sick leave accumulation to the bank on the date on which they first accrue at least seven and one-half (7.5) hours (the equivalent of one (1) day) (or the respective fifteen (15) hours) of such leave unless, during the preceding thirty (30) days they shall have elected not to**

become a member of the bank; such election shall be made in writing to the Chief Human Resources Officer and otherwise in accordance with such requirements as may be established by the University

- b. Each year on October 1, unit members (other than those described in paragraph (a) above) not already members of the bank shall become a member of the bank and be deemed to have assigned seven and one-half (7.5) hours (the equivalent of one day) or (fifteen (15) hours (the equivalent of two days) at the Massachusetts College of Art and Design, the Massachusetts College of Liberal Arts and the Massachusetts Maritime Academy) of their accrued sick leave to the bank unless, during the preceding thirty (30) days, they shall have elected not to become a member of the bank; such election shall be made in writing and otherwise in accordance with such requirements as may be established by the University. Unit members who do not have the required number of hours of sick leave on October 1 and who do not opt out of the bank will contribute seven and one-half (7.5) hours (the equivalent of one day) or fifteen (15) hours (the equivalent of two days), whichever applies, when those sick leave hours have accrued.**
- c. When the balance of hours in the bank falls below the contractual minimum the University President or Chief Human Resources Officer shall give notice of such, and seven and one-half (7.5) hours (fifteen (15) hours at the Massachusetts College of Art and Design, the Massachusetts College of Liberal Arts or the Massachusetts Maritime Academy) of accrued sick leave are automatically contributed to the bank from each bank member, unless the bank member opts out of participation in the bank within fifteen (15) days of the notice.**
- d. The President or designee shall maintain a register of the membership of the sick leave bank and the number of hours accumulated in the bank.**
- e. A member of the sick leave bank may voluntarily donate seven and one-half (7.5) hours of accrued sick leave to the sick leave bank in an academic year and in the case of a librarian within the calendar year. The unit member shall inform the Chief Human Resources Officer (or designee),**

on or before October 31, of their decision to donate seven and one-half (7.5) hours of sick leave. This optional donation of seven and one-half (7.5) hours of sick leave is in addition to mandatory donation requirements required by this Article and is not a substitution for and is irrespective of the balance of the sick leave bank's hours falling below the contractual minimum.

- f. No member of the bargaining unit shall be entitled to become a member of the sick leave bank save as is hereinbefore provided.**

iii. Sick Leave Bank Administration

1. Notifications

a. Sick Leave Bank Hours

On November 1st of each academic year, the University President (or designee) shall notify the Chapter President of the number of hours in the sick leave bank.

b. Sick Leave Bank Hours Below Contractual Minimum

The University President or Chief Human Resources Officer (or their designee) will also notify the Chapter President when the number of hours in the bank is falling below the contractual minimum.

- i. Whenever the accumulation of sick leave in the sick leave bank shall have fallen below three hundred seventy-five (375) hours (the equivalent of fifty (50) days), or, in the case of the Massachusetts College of Art and Design, the Massachusetts College of Liberal Arts and the Massachusetts Maritime Academy, whenever such accumulation shall have fallen below one hundred eighty-seven and one-half (187.5) hours (the equivalent of twenty-five (25) days), the President (or designee) shall notify the Chapter President and members of the bank in writing.**

- ii. **On the fifteenth (15th) day following the giving of such notice, every member of the sick leave bank shall be deemed to have assigned seven and one-half (7.5) hours (the equivalent of one (1) day) of their personal sick leave accumulation to the bank unless, during the period of fifteen (15) days following the giving of such notice, they shall have elected, in the manner described above, not to remain a member of the bank; provided, however, that any member of the sick leave bank wishing to remain a member thereof and who shall have exhausted their personal sick leave accumulation on the date of the giving of such notice, shall be deemed to have assigned such additional hours within fifteen (15) days after the date on which such member is next entitled to personal sick leave, unless, within such period, they shall have elected, in the manner described above, not to remain a member of the bank; and provided further that such member shall retain all their rights in the bank until such election shall have been made.**

- c. **Sick Leave Bank Enrollment and Opt Out Notices**

Additionally, at each University the administration will give notice of the sick leave bank and the ability to opt out of participation in the bank as follows:

- i. **To new unit members upon hire in time to opt out of participation in the bank.**
- ii. **To unit members who are not members of the bank, by September 30 each year.**
- iii. **To unit members who are members of the bank, fifteen (15) days before automatic contributions are required to maintain the bank at the contractual minimum.**
- iv. **To unit members who are members of the bank fifteen (15) days before the end of the semester if automatic contributions**

are likely to be required during the summer.

iv. Sick Leave Bank Eligibility, Request, and Utilization

1. Eligibility

To be eligible to utilize the sick leave bank, unit members must first exhaust all leave accruals.

Following the exhaustion of sick leave accruals and after being off the payroll for thirty-seven and one-half (37.5) hours, a unit member is then eligible to use the sick leave bank. In no such case shall a unit member be permitted to use the sick leave bank to supplement or ("top off") their PFML benefits.

2. Request

To access the sick leave bank, a unit member must provide Human Resources with medical documentation from a healthcare provider substantiating the medical necessity for sick leave, whether as a reasonable accommodation for a disability or otherwise. Updated medical documentation may be required from the unit member upon request by Human Resources. In addition, a unit member must inform Human Resources in writing whether use will be on a part-time or full-time basis, and an anticipated return date.

3. Utilization

The utilization of the sick leave bank is not intended for indefinite leave. The benefit of the sick leave bank is to provide unit members with leave when it enables a unit member to return to work following the period of leave. Unit members shall not be permitted to draw from the sick leave bank for use pursuant to subparagraphs (iii), (iv) (A), (v) or (vi) of the preceding paragraph (a).

a. Duration of Sick Leave Bank Utilization

Once a unit member has been off the payroll for thirty-seven and one half (37.5) hours, every member of the sick leave bank shall be eligible to draw upon the sick leave bank as needed; provided, however, that no member of the bargaining unit shall, during any five (5)-year period commencing with the date on which they first draw upon the sick leave bank, draw in the aggregate therefrom more than the length of time the member has been employed as a full-time or salaried part-time unit member or the equivalent of two (2) work years of

sick leave for any single illness or injury, whichever time period is the shorter; and provided further that no two (2) absences shall be deemed to have been occasioned by the same illness or injury if separated from one another by more than one (1) calendar year. For a period not to exceed one hundred eighty-five (185) days during the applicable work year(s), a member of the sick leave bank who otherwise qualifies to draw upon the sick leave bank shall be entitled to draw upon the sick leave bank on a part-time basis in conjunction with part-time employment at the University; provided only that such member on the sick leave bank shall have documented the medical necessity or appropriateness of doing so, either as a reasonable accommodation for a disability or otherwise, by submitting to the University a statement or similar record from a qualified healthcare provider that confirms the same. The partial days from the sick leave bank shall be subtracted from the two work years' maximum described in this paragraph.

b. Full-time Use:

- i. Faculty who are members of the bank may use up to two thousand seven hundred seventy-five (2,775) hours or the number of hours equal to the length of time the member has been employed as a full-time or salaried part-time unit member, whichever time period is the shorter, for one (1) illness/injury; charges to the bank are made only during the faculty work year, exclusive of ten (10) holidays.**
- ii. Librarians who are members of the bank may use up to three thousand seven hundred five (3,705) hours or the number of hours equal to the length of time the member has been employed as a full-time librarian, whichever time period is the shorter, for one (1) illness/injury; charges to the bank are made during the librarian work year, exclusive of twelve (12) holidays.**

c. Part-time Use:

- i. Faculty who are members of the bank may use up to one thousand three hundred eighty-seven and one-half (1,387.5) hours or the number of hours equal to the length of time the member has been employed as a full-time or salaried part-time unit member, whichever time period is the shorter, on a part-time basis for one (1) illness/injury; charges to the bank are made only during the faculty work year, exclusive of ten (10) holidays.**
- ii. Librarians who are members of the bank may use up to one thousand eight hundred fifty-two and one-half (1,852.5) hours or the number of hours equal to the length of time the member has been employed as a full-time or salaried part-time unit member, whichever time period is the shorter, on a part-time basis for one (1) illness/injury; charges to the bank are made during the librarian work year, exclusive of twelve (12) holidays.**
- iii. Any sick leave drawn from the bank on a part-time basis is subtracted from the maximum amounts described in paragraphs (a) and (b) above.**
- iv. If a full-time unit member is drawing from the bank on a part-time basis and becomes fully incapacitated from working, the member shall draw from the bank on a full-time basis, regardless of the cause of the additional incapacity, without having to be off the payroll for an additional 37.5 hours.**

v. Accrual of Sick Leave While on the Sick Leave Bank

Whenever a unit member is drawing upon the sick leave bank and, while doing so, they are entitled to accumulate sick leave as if they were actively working in accordance with the provisions of the foregoing paragraph (a), the amount of such sick leave

that would otherwise accrue to such unit member shall accrue in its full amount to the sick leave bank.

vi. Personal Leave and Vacation Leave

- 1. If a unit member who is drawing on the bank has unused personal leave before December 31, then the unit member's absence is to be charged to their remaining personal leave rather than to the bank. The member shall not be required to be off the payroll for an additional 37.5 hours.**
- 2. If a librarian who is drawing on the bank has accrued three hundred seventy-five (375) hours (the equivalent of fifty (50) days) of vacation leave and there is no agreement with the Vice President of Human Resources to accrue more than three hundred seventy-five (375) hours of vacation leave, then the librarian's excess vacation credits are to be converted to sick leave. Such sick leave shall be credited to the bank.**
- 3. Any member of the bargaining unit who shall have ceased to be eligible to draw upon the sick leave bank in respect of any illness or injury shall be entitled to be accorded an unpaid leave of absence for up to two (2) years for such illness or injury. In such a case, the University may require the unit member to provide periodic updated medical documentation by a healthcare provider, which shall include a prognosis that the unit member is reasonably expected to return to work.**

vii. Medical Examinations and Appeals

In the event that a President or Chapter President has a reasonable belief that a member of the bargaining unit, who is on leave of absence by reason of illness, is, at that time, medically able to resume the performance of their duties, the President may or upon the written request of the Chapter President, require that member of the bargaining unit to be examined by a physician chosen by the President; and any member of the bargaining unit who thereafter fails or declines to be so examined shall not be entitled to draw upon any accumulated sick leave or upon any sick leave bank for so long as they fail or decline to be so examined. The cost of any such examination shall be borne by the University.

In the event that the physician conducting such examination thereafter certifies that the member of the bargaining unit in question is medically able to resume the performance of their duties, such member of the bargaining unit shall thereupon do so, and their entitlement to sick leave shall cease on the date they resume the performance of their duties or at the expiration of the fifth (5th) day following the date of the physician's certification, whichever is sooner; provided that such entitlement shall not lapse during the pendency of any appeal from the physician's certification.

Should a unit member wish to appeal any physician's certification, they shall do so by giving notice thereof in writing to the President of the University within five (5) days following the date of such certification. Failure to give such notice in a timely fashion shall constitute a waiver of the appeal. Within ten (10) days following the giving of such notice, the member of the bargaining unit shall give further notice to the President of the name of a physician whom he/she thereby designates to serve as a member of a medical review panel, which panel shall be thereupon constituted for the purpose of considering whether the member of the bargaining unit in question is medically able to resume the performance of their duties.

The medical review panel shall be composed of the physician so designated by the member of the bargaining unit; the physician whose certification has given rise to the appeal or another physician chosen by the President if the first is unwilling or unable to serve; and a third physician chosen by the other two (2).

Within sixty (60) days of such an appeal notice provided by the unit member, the medical review panel, shall by a majority vote of its members, determine whether the member of the bargaining unit is or is not, at that time, medically able to resume the performance of their duties. The medical panel shall not be required to conduct any hearings in this regard, but the panel shall be provided with any and all medical documentation of the unit member's own physician, if submitted to the University, and the report from the medical examination ordered by the University, which the unit member shall authorize. The panel may require the bargaining unit member to produce, or authorize the release of, other medical records as the panel deems relevant to the making of its determination, and it may conduct or cause to be conducted such physical examinations as it deems appropriate. Failure of the unit member to submit to the independent medical examination, submit to any physical

examination by a member or members of a medical review panel and/or to authorize the production of the initial medical examination, medical documentation of the unit member's own physician, or any additional medical records requested by the medical review panel shall be regarded as a waiver of the appeal.

It will be the responsibility of the unit member requesting to utilize the sick leave bank to ensure that their selected physician will participate in the review panel and issue a decision within 60 days of the appeal. It will be the responsibility of the University to ensure that its selected physician will participate in the review panel and issue a decision within 60 days of the appeal.

The decision of the panel shall be final and binding and shall not be the subject of any claim or grievance prosecuted pursuant to Article XI of this Agreement or otherwise.

The University shall bear the cost of any physician designated by it to serve on a medical review panel, the member of the bargaining unit filing the appeal shall bear the cost of any physician designated by them for such purpose, and the parties to this Agreement shall, in equal shares, bear the cost of the third physician; provided, however, that they shall not be required to bear the cost of any laboratory tests or other medical procedures, exclusive of physical examinations conducted by members of the panel, without their first agreeing to do so.

2. Delete in its entirety Article IV, Summary Description: Operation and Administration of the Sick leave Bank.

ARTICLE VI, SELECTION AND RESPONSIBILITIES OF DEPARTMENT CHAIRS, PROGRAM AREA CHAIRS, AND DEPARTMENTAL AND LIBRARY PROCEDURES.

1. Revise Article VI, Section B, Selection of Department Chairs, as follows:

Only members of the bargaining unit who are not on leaves of absences on a full-time basis, **with the exception of bargaining unit members on sabbatical who attend the department meeting to vote for Department Chair**, shall be eligible to vote in making recommendations pursuant to the provisions of this Section B.

[subsection 1 of Section B shall remain unchanged]

2. Terms of Office

The terms of office of all Department Chairs shall be of three (3) years' duration. Every such term of office shall commence on July 1 and shall expire on June 1

the ~~June 30~~ **May 31** succeeding three (3) years thereafter, **with the exception of Massachusetts Maritime Academy where the Chair's term shall begin on the first day immediately following the June commencement and shall expire on the day of June commencement succeeding three (3) years thereafter.**

[the remainder of subsection 2 of Section B shall remain unchanged]

3. Selection of a Department Chair

a. Time for Selecting a Department Chair

Whenever the term of office of any Department Chair is to expire on ~~June 30~~ **May 31** of any year (**or the day of June commencement at Massachusetts Maritime Academy**), the procedures for filling the chair of such department with effect on the ensuing ~~July 1~~ **June 1** (**or the day following June commencement at Massachusetts Maritime Academy**) shall be conducted during the period commencing on February 1 of such year and ending on April 30 thereof; provided only that nothing herein contained shall be deemed to require that such procedures be completed within such period whenever it is impracticable or infeasible to do so.

A vacancy in the chair of any department shall be filled within ten (10) working days after the date on which, in respect of any department, any of the following shall have come to pass, namely:

- i. The chair of the department shall have been declared vacant by the President of the University, or
- ii. The chair of the department shall have become vacant by reason of the recall of the incumbent Chair, or
- iii. The chair of the department shall have become vacant by reason of the death, illness, resignation or other incapacity of the incumbent Department Chair.

b. Selecting a Successor Department Chair or Filling a Vacancy from within the Department

The unit members of each department to which these provisions apply shall meet upon the call of the Vice President to select and submit in writing to the President the name of a single nominee for the chair of the department.

The Vice President shall submit to the Department Chair, the department members and the Chapter President a list of the

members of the department who are eligible to vote. A faculty member who is on sabbatical, but is otherwise eligible to vote, shall be permitted to vote to select a successor Department Chair or fill a vacancy. The Department Chair will provide department members who are eligible to vote not less than ten (10) days' notice of the meeting.

Such meeting shall be held between the hours of 8:30 a.m. and 4:30 p.m. during the academic year. If a scheduling conflict occurs, the Vice President shall make an appropriate decision in order to allow the department member to attend the meeting.

A quorum, which shall be determined by eligible members not on sabbatical leave, shall consist of a majority of those members of the department eligible to vote. A faculty member on sabbatical attending a department meeting to vote for Department Chair shall not count towards the number of members to achieve quorum. A faculty member on sabbatical who wishes to vote for department chair shall attend the respective department meeting where voting takes place. The nominee shall be elected by a majority of those department members present and voting, and the nomination shall thereupon be transmitted to the President.

Both parties affirm that being able to participate in a Department Chair election has no equivalent or parallel in the work and governance of the University and this provision shall not be used to justify any additional work during sabbatical leave.

Selection of such nominee shall be accomplished pursuant to written departmental procedures established by the department, which procedures shall not be contrary to the terms and conditions of this Agreement.

Thereafter, the President shall, within ten (10) working days of their receipt of such nomination, either appoint or decline to appoint such nominee. Should the President decline to appoint such nominee, the department shall reconvene and select a different nominee in accordance with the forgoing procedures. This Process shall continue until the President of the University shall have appointed a nominee duty submitted.

[subsections of Section B(3) shall remain unchanged]

3. Revise Article VI, Section D, Appointment of an Acting Department Chair, as follows:

The President may appoint an acting Department Chair to serve during any period when no Department Chair shall have been appointed in accordance with the provisions of this Article or when the Department Chair shall be on paid or unpaid leave, incapacitated or otherwise unable to fulfill his/her duties or upon the declaration of a vacancy or resignation; provided, however, that except in rare and unusual circumstances, no person shall be appointed as acting Department Chair who is not also a tenured faculty member or, in the alternative, a non-tenured Associate Professor or Professor, and such appointment shall not exceed twelve (12) months.

If a Department Chair is on sabbatical leave **in the spring semester, then an acting Department Chair shall be appointed from the start of the spring semester through May 31 (the day of commencement for Massachusetts Maritime Academy), unless the Department Chair chooses not to resume their department chair responsibilities until September 1, in which case the acting Department Chair shall be appointed through August 31, unless a different time period is specified by the President.** If a Department Chair is **on sabbatical leave in the fall semester,** an acting Department Chair shall be appointed from **September 1** through the last day before the start of the spring semester, unless a different time period is specified by the President.

4. Revise Article VI, Section E, Recall of a Department Chair, as follows:

[subsection 1 of Section E shall remain unchanged]

2. Formal Procedures

a. Upon presentation to the Vice President of a petition, signed by one-third (1/3) of the full-time members of the department who are eligible to participate, excluding the Department Chair, stating specific reasons for recalling the Department Chair, the Vice President shall promptly give fourteen (14) days written notice to all full-time department members setting forth the time, date and place of a meeting to consider the recall petition and to vote on either a motion that the Department Chair continue in office or a motion to recommend to the President that he/she declare a vacancy to exist in the chair of the department. **A faculty member on sabbatical who is otherwise eligible to vote shall be permitted to participate in the meeting and vote, provided the faculty member is present for such meetings(s).** The Department Chair may be present at this meeting.

Quorum shall be determined by eligible members not on sabbatical leave. A faculty member on sabbatical attending a department meeting to vote for the recall of a Department Chair shall not count towards the number of members needed to achieve quorum.

b. The Vice President and an impartial person from the faculty at large, who shall be elected by the majority of the eligible and voting unit members of the department, shall conduct the recall meeting, and, if the Vice President and the

majority of such full-time members of the department shall have so decided, shall conduct successor meetings for the same purpose. The Vice President and such impartial person from the faculty at large shall record any subsequent vote(s) taken within the department on this matter.

c. A vote by secret ballot of two thirds (2/3) of all full-time members of the department who are eligible to participate, including the Department Chair **and faculty on sabbatical who choose to attend the meeting**, shall be required to recommend to the President that he/she declare a vacancy to exist in the chair of the department, together with a written record of the minutes of such department meeting, and a record of the number of votes cast; when any such vote has been taken and recorded in the manner prescribed above, the President shall thereupon declare a vacancy to exist in the chair of the department.

5. Revise Article VI, Section G, Work Year and Stipend for Department Chairs, as follows:

1. Work Year

During a period cumulatively equal to ~~ten (10)~~ ~~fifteen (15)~~ working days, exclusive of the period of the academic year, every Department Chair may be annually required to perform such additional services related to the functions and activities of the University as may be prescribed from time to time by the President. No more than ~~five (5)~~ ~~ten (10)~~ such days to be rendered shall be scheduled such that they fall within the first fifteen (15) days following the end of the academic year or the final fifteen (15) days prior to the commencement of the academic year or both, ~~provided that the total number of days so scheduled shall not exceed ten (10), and~~ No more than five (5) such days to be rendered shall be scheduled between June 16 and August 16, ~~provided that the total number of days so scheduled shall not exceed fifteen (15)~~. At the Massachusetts Maritime Academy ~~if the academic year extends beyond May 31, then the~~ up to five days to be rendered shall be scheduled between July 1 and August 16. Such days shall be annually scheduled not later than April 15 of each academic year, and each Department Chair shall be notified of such schedule not later than such date. Such schedule may or may not be of uniform application to all Department Chairs at a University as the President may determine.

[subsection 2 of Section G shall remain unchanged]

ARTICLE VII, PARTICIPATION IN THE DECISION-MAKING PROCESS

1. Revise Article VII, Section D, Committees of the University, as follows:

[subsections 1-6 of Section D shall remain unchanged]

7. Establishment of a Sea term Council at Massachusetts Maritime Academy

a. Membership

The President of the Massachusetts Maritime Academy may establish a Sea Term Council whose membership, if so established, shall consist of the following:

- i. the Department Chairs of the departments of Engineering, Marine Transportation and any other department having a training component on the Sea Term;
- ii. a member of the bargaining unit from each of the departments of Engineering and Marine Transportation and from any other department having a training component on the Sea Term;
- iii. the Master, Chief Engineer **and or** Chief Mate of the Training Ship;
- iv. the Commandant of Cadets; and
- v. three (3) student representatives.

[subsection 7(b) of Section D shall remain unchanged]

ARTICLE VIII, EVALUATIONS

1. Revise Article VIII, Section D, Materials to be Used in the Conduct of Evaluations, as follows:

Any member of the bargaining unit who is the subject of any evaluation shall be entitled to see and inspect all ~~written-submitted~~ materials used in the conduct of such evaluation.

Whenever possible, materials shall be submitted by the unit member electronically in a format determined by the University and in accordance with the University's procedures. Materials that can be submitted on paper shall be submitted in paper. Materials that cannot be submitted electronically in 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.

Faculty and librarians who are eligible and wish to be reviewed under Post-Tenure Review during the following academic year MUST give notice to the Vice President/Provost by April 1.

It is the responsibility of the university to provide an electronic submission process and method that allows members of the bargaining unit to upload and submit their materials before any deadline outlined in Appendix M. Access to electronic materials shall be available to reviewers only within the window allowed in Appendix M. The electronic submission site shall be available to unit members to submit materials by no later than July 15.

Faculty and Librarians who will be evaluated in the following academic year must have access, and be notified of their access, to the electronic site for submission of evaluation materials by no later than July 15. The Department Chair or the Library Director or Library Program Area Chair shall also be notified by no later than July 15 that the electronic submission system is set up for the submission of materials by unit members to be evaluated.

It is the responsibility of the university to ensure that only faculty and librarians being evaluated are able to submit materials for evaluative purposes during the submission window of July 15 to September 30. Evaluation materials may not be altered by a faculty member or librarian after the window for submitting materials has closed.

The Department Chair, Peer Evaluation Committee, Dean, Committee on Promotions, Committee on Tenure, Vice President/Provost, President, and Board of Trustees shall have access to evaluation materials only after the “transmitted to” date on the personnel calendar. The electronic system shall be set up so that evaluators, or appropriate administrative support, are only able to submit the materials required by the personnel calendar.

It is the responsibility of the university to establish and maintain the electronic submission site so that the appropriate evaluators have access at the designated times.

Management shall be responsible for maintaining the privacy of the electronic system.

Any electronic system chosen by the university must be capable of demonstrating who accessed the materials and when.

Both parties agree that electronic submission of evaluation materials may create issues of technological failure. In the event of a technological failure, every effort shall be made to resolve the issue at the local, university level without additional changes to the personnel calendar contained in Appendix M. Any necessary revisions made to the personnel calendar shall not be attributed to the unit member’s actions when the adjustment is the result of a technological failure. Technological failure(s) shall not provide a basis for altering the role of the Chair, Peer Evaluation Committee, Dean, Committee on Promotion, Committee on Tenure, Vice President, President and/or Board in the evaluation, recommendation and decision-making process relative to reappointment, promotion, tenure, and post-tenure review.

Technological Failures may include, but are not limited to, the inability to upload materials due to size limitations, a site being down, or incorrect permissions granted. In such cases, notification to the Vice President/Provost of the technological failures by the date of submission shall be sufficient to add one (1) business day to the deadline.

2. Revisions to Article VII, Section D, necessitate the following:

- i. Appendix M reflect the time frame of July 15 to September 30 for materials to be submitted by a bargaining unit member who is the subject of any evaluation;
- ii. The procedures agreed to in Article VIII, as referenced above, shall be reiterated in the introduction of Appendix M; and
- iii. Updates to appropriate language, including Article VIII, Section E, procedures for the conduct of evaluations, to reflect the procedure of submitting evaluation materials to the university's electronic site and notifying the appropriate party of their access to evaluation materials, which replaces the existing language that speaks to transmitting copies of written evaluations and materials.

3. Revise Article VIII, Section H, Evaluation by the Committee on Tenure, as follows:

1. Role of Committee on Tenure

The Committee on Tenure shall consider the recommendations and all related materials that pertain to the member of the bargaining unit who is a candidate for tenure. The chair of the committee shall schedule the necessary meetings of the committee. Each candidate for tenure shall be invited by the chair of the committee to meet with the committee during some part of its evaluation of the candidate. The meetings of the committee shall not be recorded by audio or video tape.

Candidates may bring a tenured unit member of their choice, who is employed at their university to serve as a silent observer during the tenure interview. The availability of the silent observer shall have no impact on the scheduling of the candidate for tenure's meeting with the Committee on Tenure. The silent observer shall not be permitted to sign the following: (i) the recorded minutes; (ii) the recorded bases for the recommendation of the committee; and (iii) the record of the votes of the committee.

The candidate shall be allowed to submit to the committee, within seven (7) days after their meeting with the committee, any additional information relating to their evaluation.

[subsection 2 of Section H shall remain unchanged]

4. Revise Article VIII-C, Section B, Eligibility or and Conduct of Reviews, as follows:

[subsections 1-5 and 7-12 of Section B shall remain unchanged]

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. The materials shall be submitted by the unit member electronically in a format determined by the University and in accordance with the University's procedures, as set forth in Article VIII, Section D. Materials that cannot be submitted electronically shall be submitted in whatever format they exist. ~~in accordance with the procedures provided in 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 their continuing scholarship, during the period of the review.

All such materials shall be submitted to **the university's electronic site** ~~Vice President~~ by September 30 of the review year.

ARTICLE XII, WORKLOAD, SCHEDULING, AND COURSE ASSIGNMENTS

1. Revise Article XII, Section A, Workload of Faculty, as follows:

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)~~ **two (2)** 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 digital syllabus to the Department Chair and providing each student access to a syllabus in digital format within the university's designated official learning management system;** (3) reporting student non-attendance for the first two weeks of the course, in accordance with federal law, in the student system of record as determined by the University; (4) **mandatory midterm progress reports for students in danger of not passing, with**

midterm progress reports for all students strongly encouraged; (5) submitting final grades; (3) (6) student assistance, including academic advising; (4) (7) continuing scholarship (as described in the provisions of Article VIII); and (5) (8) activities undertaken by a faculty member pursuant to their 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 the 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) **preparation for classroom and laboratory instruction, including providing a digital syllabus to the Department Chair and providing each student access to a syllabus in digital format within the university's designated official learning management system;** (3) reporting student non-attendance for the first two weeks of the course, in

accordance with federal law, in the student system of record as determined by the University; (4) mandatory midterm progress reports for students in danger of not passing, with midterm progress reports for all students strongly encouraged; (5) submitting final grades; (6) abide by the academic policies of the University; and (7) 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 the 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 and laboratory instruction, including providing a digital syllabus to the Department Chair and providing each student access to a syllabus in digital format within the university's designated official learning management system; (4) reporting student non-attendance for the first two weeks of the course, in accordance with federal law in the student system of record as determined by the University; (5) mandatory midterm progress reports for students in danger of not passing, with midterm progress reports for all students strongly encouraged; (6) submitting final grades; (7) academic advising when advisees are assigned; and (8) 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.

[subsections (1)(d) and (1)(e) of Section A shall remain unchanged]

2. Teaching Workload

a. General

In order to enable faculty members to carry out their **various professional 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 ~~ninety-six (96)~~ **seventy-two (72)** semester hours of credit of instruction during the ~~four (4)~~ **three (3)** academic years **2024-2025, 2025-2026, and 2026-2027.**

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) ~~twenty-four (24)~~ courses during the ~~four (4)~~ **three (3)** academic years **2024-2025, 2025-2026, and 2026-2027.**

Workload credits and debits existing as of June 30, 2023 (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

With the exception of Massachusetts Maritime Academy, 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

The parties recognize the value and importance of the fundamental role that faculty play in providing high-quality academic advising and mentorship to enhance student success both inside and outside the classroom. Accordingly, every full-time faculty member shall assist in providing academic advising to students enrolled at the University.

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 of 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, they may elect to treat the advising in excess of thirty (3) 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.

As outlined in Article VI, Department Chairs are responsible for assigning advisees to departmental faculty. Should the ratio of faculty to advisees within the Department exceed 1:35, and the total number of advisees per faculty member exceeds

35, and in the event there is no alternative arrangement to address the excess number of advisees assigned to faculty within the department, such as, but not limited to, the assignment of professional advisors, team advising and drop-in models, the Chair shall report the overage to the Dean. The Vice President may approve a workload reduction or commensurate support for a faculty member with advisees in excess of thirty-five (35), and in such case, the faculty member may not treat the excess of thirty (30) advisees as a contribution to professional growth and development of the university community in accordance with Article VII, Section A(1)(b)(ii).

[subsections (3)(b)(c) and (d) of Section A shall remain unchanged]

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~~ Dean and shall be subject to the approval of the Vice President.

[the remainder of subsection 4(a) of Section A shall remain unchanged]

b. 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, they 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 Dean** and the Department Chair; **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 **or the Dean** 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.

[subsection 4(c) of Section A shall remain unchanged]

[subsections 5 and 6 of Section A shall remain unchanged]

2. Revise Article XII, Section B, Workload of Librarians, as follows:

[subsections 1, 2 and 4 of Section B shall remain unchanged]

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 their 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.

No bargaining unit librarian shall be involuntarily assigned to work after 5:00 p.m. or on Saturday or Sunday. The Library Program Area Chair or Library Director may seek volunteers to work after 5:00 p.m. or on weekends. In the absence of any volunteers, the University reserves the right to utilize people outside the bargaining unit to perform such assignments.

~~In assigning schedules for evening 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 or Library Program Area Chair, as appropriate, 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 or Library Program Area Chair, as appropriate, 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 or Library Program Area Chair, as appropriate, and the Vice President a written request for a meeting. Thereafter, the Library Director or Library Program Area Chair, as appropriate, 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 their 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 or Library Program Chair, as appropriate, 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 or Library Program Chair, as appropriate, 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 or Library Program Chair, as appropriate 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 receives a workload reduction for a program of professional development pursuant to the provisions of Article XIV or any other Alternative Professional Responsibility, their workload reduction shall be calculated whereby one (1) semester hour of credit is equal to two and three quarters (2.75) hours of a librarian's

workload. Moreover, whenever any librarian receives a workload reduction for a program of professional development pursuant to the provisions of Article XIV or any other Alternative Professional Responsibility, the Library Director or Library Dean shall meet with the librarian to discuss a reduction in workload, and such an arrangement shall be memorialized by the Library Director or Library Dean and approved by the Vice President.

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 their 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.

3. Revise Article XII, Section C, Reduction of Workload for Certain members of the Association, as follows:

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:

[subsections 1-8, 10 and 11 of Section C shall remain unchanged]

9. Whenever any librarian is a member of the Association to whom the provisions of this Section C apply, **the workload of said librarian shall be reduced using the equivalency of one (1) semester hour of credit equals two and three quarters (2.75) hours.**

4. Revise Article XII, Section D, Alternative Professional Responsibilities, as follows:

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 their workload to facilitate the same, which reduction if so granted shall be in an amount determined in each case by the Vice President. **For librarians, the workload reduction shall use the equivalency of one (1) semester hour of credit equals two and three quarters (2.75) hours.** 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.

[the remainder of Section D shall remain unchanged]

5. Revise Article XII, Section E, Closure Due to Emergencies, as follows:

[subsections 1-5 of Section E shall remain unchanged]

6. No MSCA librarian shall be designated essential personnel.

6. Add to Article XII, a **Section I, Official Learning Management System**, with the following:

Full-time and part-time faculty members are required to use the University's official learning management system to at a minimum, provide students with full-time faculty member's office hours and access to the course syllabus regardless of the course's modality. Taking attendance within the Learning Management System is encouraged. This provision shall not supersede a more stringent policy in place at any of the universities relative to use of the university's official learning management system. Training on LMS shall be made available each semester.

ARTICLE XII-A, WORKLOAD, SCHEDULING, AND COURSE ASSIGNMENTS, MASSACHUSETTS MARITIME ACADEMY

1. Revise Article X-A, Section A, Workload of Professional Maritime Faculty, as follows:

1. General Provisions

The workload of all persons employed as Professional Maritime Faculty at the Massachusetts Maritime Academy shall be determined in accordance with the provisions of this Section A and such other provisions of Article XII as are of application to faculty.

The workload of Professional Maritime Faculty shall consist of (1) teaching workload; (2) training and instructional duties; (3) **preparation for classroom and laboratory instruction, including providing a digital syllabus to the Department Chair and providing each student access to a syllabus in digital format within the university's designated official learning management system**; (4) **reporting student non-attendance for the first two weeks of the course, in accordance with federal law, in the student system of record as determined by the University**; (5) **mandatory midterm progress reports for students in danger of not passing, with midterm progress reports for all students strongly encouraged**; (6) **submitting final grades**; (7) student assistance, including academic advising; (8) duties of the kind traditionally required of licensed officers pertaining to the maintenance and operation of vessels belonging or assigned to the Academy as provided in this Agreement; (9) continuing scholarship (as described in the provisions of Article VIII); and (10) activities undertaken by a member of the Professional Maritime Faculty pursuant to their responsibilities as a professional and the terms of this Agreement, including those 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 Academy; and
- c. participation in and contributions to the professional growth and development of the university community.

In addition to the foregoing, each member of the Professional Maritime Faculty has the obligation, among others, to maintain ~~or upgrade~~ merchant marine licenses or similar certificates in force, renewing the same as required; to assist in preserving the safety and security of the Training Ship and the personnel aboard in the capacity of a watchkeeping officer; to participate ~~on a voluntary basis during the freshman cold water survival program; to participate on a voluntary basis in the freshman mini-cruise orientation program; in the freshman orientation program~~; to maintain a proper uniform; to enforce the regulations for the correction and disciplining of cadets; to engage in activities in ~~his/her~~ **their** specialized field, to carry out committee assignments in accordance with the provisions of this Agreement; and to attend such university functions as faculty meetings, convocation and commencement.

A total of four (4) Blue-Gold Professional Maritime Faculty members will be offered the opportunity to place their licenses in continuity. Specifically, two (2) Blue Professional Maritime Faculty members—one (1) deck and one (1) engine—and two (2) Gold Professional Maritime Faculty members—one (1)

deck and one (1) engine—shall be permitted to place their license in continuity so that no more than two (2) Professional Maritime Faculty members per Sea Term rotation shall have their licenses in continuity and such an opportunity will be offered based on seniority as a Professional Maritime Faculty member at the Academy. The Academy may require an Independent Medical Examination for any Blue and Gold Professional Maritime Faculty member whose license is placed in continuity to ensure they are medically able to go on Sea Term. In the event a Professional Maritime Faculty member is unable to complete the Sea Term in the 6 years, Article XII-A, Section A(5(D)(iv)(C), Refund of Moneys to the Commonwealth, shall apply.

Additional duties shall not significantly increase the nine (9)-month workload unless mutually agreed to be the parties.

[subsection 2 of Article XII-A, Section A shall remain unchanged]

3. Maritime Responsibilities

During the whole or any part of an academic year, any member of the Professional Maritime Faculty may be assigned maritime responsibilities whenever such member of the Professional Maritime Faculty has been assigned a teaching workload of less than twelve (12) semester hours of credit of instruction.

During the academic year, maritime responsibilities shall be assigned on the basis of an equivalency of 3:2 for members of the Professional Maritime Faculty with a teaching workload of less than twelve (12) semester hours of credit of instruction.

During any period in which a member of the Professional Maritime Faculty has not been assigned teaching workload and academic advising (but excluding any period in which a member of the Professional Maritime Faculty has elected not to participate in the annual Sea Term), the Vice President may assign the following duties to such member of the Professional Maritime Faculty, which duties, except under unusual circumstances, are to be performed between 0800 and 1630 hours, Monday through Friday:

- a. duties of the kind traditionally required of licenses officers pertaining to the ~~maintenance and~~ operation of any vessel belonging or assigned to the Academy and usually involving supervision of cadets and watchkeeping responsibilities;

[the remainder of subsection 3 of Article XII-A, Section A shall remain unchanged[]]

[subsection 4 of Article XII-A, Section A shall remain unchanged]

5. Sea Term Status

a. Sea Term Service

The President of the Academy, in consultation with the Master of the Training Ship, will determine the complement of Professional Maritime Faculty required ~~to operate the Training Ship during each for the Sea term.~~

[subsection (5)(a)(i)(A) and (B) of Article XII-A, Section A shall remain unchanged]

(C) During any calendar year in which seven (7) or more members of the Professional Maritime Faculty on Blue-Gold status participate in the Sea Term (i) from the Engineering Department and/or (ii) from the Marine Transportation Department, the Academy can require no more than one (1) full-time temporary member of the Professional Maritime Faculty (i) from the Engineering Department in the one case and/or (ii) from the Marine Transportation Department in the other case, to participate in the annual Sea Term during such year. During any calendar year in which fewer than seven (7) members of the Professional Maritime Faculty on Blue-Gold status participate in the annual Sea Term (i) from the Engineering Department and/or (ii) from the Marine Transportation Department, the Academy can require no more than two (2) full-time temporary members of the Professional Maritime Faculty (i) from the Engineering Department in the one case and/or (ii) from the Marine Transportation Department in the other case, to participate in the annual Sea Term during such calendar year.

The Academy shall, no later than October 31 of each year, give to full-time temporary Professional Maritime Faculty notice of whether they will be obliged to participate in the annual Sea Term the following calendar year. **With respect to the appointment of Professional Maritime Faculty, the possibility of serving on Sea term must be included within the Professional Maritime faculty member's initial appointment letter.**

Full-time temporary Professional Maritime Faculty having a Sea term obligation under this subsection shall be compensated for their Sea term service in accordance with the following subparagraph (ii).

[subsection 5(a)(i)(D) of Article XII-A, Section A shall remain unchanged]

[subsection 5(a)(ii) of Article XII-A, Section A shall remain unchanged]

iii. Additional Compensation

If the annual Sea Term is ~~delayed so that it extends beyond June 30, or if the Sea Term~~ lasts longer than **sixty-five (65) seventy (70)** days, **which includes Alongside**, additional prorated stipends and/or salaries shall be paid to all participants for each day beyond ~~June 30 or beyond the sixty-fifth (65) seventieth (70th) day.~~

iv. Absences During Required Sea Terms

(A) General

This subparagraph is intentionally left blank.

(B) Absence During Sea Term

Any member of the Professional Maritime Faculty who, while on Blue-Gold status, fails for any reason, **other than for involuntary Active Duty**, to participate in the whole or any portion of a Sea Term in which **they he/she is are** otherwise obligated to participate shall participate in the whole or corresponding portion of the substitute Sea Term.

(1) Leaves (Not at the Discretion of the President)

(a) Substitute Sea Term

In the event that a member of the Professional Maritime Faculty is absent, **except for those who are involuntarily called to Active Duty**, from the who or any portion of a Sea Term by virtue of taking a leave to which **he/she is they are** entitled by law or by the terms of this Agreement, **they he/she** shall be required to complete the whole or corresponding portion of a substitute Sea term, **which should be mutually agreeable between the faculty and administration and should be completed within a six (6) year period as soon as practicable.**

(b) Sick Leave

In the event that a member of the Professional Maritime Faculty on Blue or Gold status uses paid sick leave for the whole or any portion of a Sea term, he/she shall be charged sick leave pursuant to Article IV, Section A(1)(a) or (b), as applicable. The amount of any sick leave so charged shall be restored (to the faculty member or the sick leave bank, as applicable) when he/she has completed his/her participation in a substitute Sea term in accordance with clause (1) or (2), as applicable, or has refunded moneys to the Commonwealth pursuant to clause (c).

(2) Deferrals (at the Discretion of the President)

A member of the Professional Maritime Faculty on Blue-Gold status may make to the President a written request to defer their participation in the whole or any portion of a Sea Term in which they are otherwise obligated to participate. The President may grant such request at their sole discretion. If the request is granted, the member of the Professional Maritime Faculty granted the deferral shall not be required to use any paid or unpaid leave, but shall participate in the whole or corresponding portion of a substitute Sea Term in the year or, alternatively, within the period of years fixed by the President at the time the request is granted. Unless such deferral is granted during either of the final two (2) years of a faculty member's Blue-Gold status, participation in the whole or corresponding portion of a substitute Sea Term shall be scheduled during the then-current period of such status.

[subsection 5(a)(ii)(C) and (D) of Article XII-A, Section A shall remain unchanged]

b. Training Coordinators

No later than April 15 of each year the Vice President shall notify the Sea Term Council, if such council has been formed by the President, which of the majors and programs, in addition to Marine

Transportation and Engineering, will have training programs on board the forthcoming Sea Term. The Vice President shall notify the Department Chairs of those departments having majors or programs that will be providing training on the forthcoming Sea Term that the Training Coordinators will need to be elected.

Subject to the approval of the Vice President, members of those departments having majors or programs providing training during the Sea Term will elect a suitably qualified member from each of their respective departments, for each such major or program, to serve as the Training Coordinator for that major or program.

The Training Coordinator will serve, in each case, for the period (excluding the summer intersession), **unless such Sea Term runs during the months of July and August**, commencing upon appointment and continuing through the conclusion of the Sea Term. Each Training Coordinator shall, in consultation with the Vice President, plan for the forthcoming Sea Term and, in that capacity, serve on board the Training Ship during the Sea Term, **including submitting a proposed training schedule for approval by the Vice President (or designee)**. The training schedule shall be submitted thirty (30) days in advance of Sea Term and shall include the daily faculty work assignments for each faculty member. The Training Coordinator shall also be responsible for logging the assessments completed in the mariner credentialing electronic record keeping system. Each Coordinator shall receive a stipend equal to the amount then payable to a part-time member of the faculty pursuant to Article XIII, Section H(3), of this Agreement for the teaching of ~~two (2)~~ **three (3)** credits.

c. Working Conditions

i. The duration of the Sea Term obligation **shall not exceed sixty-five (65) days. The faculty Sea Term commitment is from the first day of Alongside week to the conclusion of the sixty-five (65) day period. Professional Maritime Faculty must provide no less than three (3) documented attempts for cadets on Sea Term to complete assessments during this sixty-five-day period.** ~~is from the day of Sea term registration to the last day that students receive sea time credit from United State Coast Guard license requirement purposes not to exceed seventy (70) days.~~

ii. A work week shall be based on a thirty-seven and one-half (37.5) hour per week, and a work day will be based on seven and one-half (7.5) hours per day, including preparation and administrative time but excluding periods taken for meals. The **typical** working day is to be considered any time between 0700

and 1700, Monday through Saturday, **unless the Captain, VP and Training Coordinator have arranged night shifts for training purposes in advance.** Ordinarily, Sunday is considered to be holiday routine, and the only work to be assigned on Sunday is "at-sea watching." In cases where the Sea Term Council and/or Training Coordinator proposes an alteration to the typical weekend port calls, the Training Coordinator and Vice President (or designee) shall discuss faculty working on a Sunday. In exception scheduling circumstances, Professional Maritime Faculty may be required to work on a Sunday.

[the remainder of Article XII-A, Section A shall remain unchanged]

2. Revise Article XII-A, Section B, Academic Year, as follows:

B. ACADEMIC YEAR

The Training Ship is an essential component of the educational program of the Academy. The scheduling of the annual Sea Term is dependent upon various factors not within the full control of the Academy. ~~Therefore, the Academy may be required from year to year to schedule the annual Sea Term will typically run during the winter months of (January and February), extending and therefore be required to extend the spring semester by three (3) weeks into the month of June. However, unforeseen circumstances dictated by the United States federal government may require the Sea Term be scheduled at an alternative time, including in the summer months of July and August, requiring adjustments to the respective academic year.~~

Notice of the schedule of the annual Sea Term shall be provided to unit members on or before October 15 of each academic year. Except in cases of emergency **or unforeseen circumstances dictated by the United States federal government**, the annual Sea Term shall be held during the scheduled period.

In consideration of these provisions, members of the bargaining unit shall not be required to perform their assigned campus-based duties during the Sea term.

For members of the faculty at Massachusetts Maritime Academy the **typical academic year shall be from September 1 to the end of the third week in June, accounting for the Sea Term running during the winter months of January and February academic year shall be the period described in Section D(1) of Article I**; provided, however, **when an alternative Sea Term is required due to unforeseen circumstances dictated by the United States federal government, including whenever the Sea Term is scheduled during the summer months of July and August, the term of this Agreement the annual Sea term is conducted during the period of the academic year, the academic year shall be adjusted accordingly. the President of the Academy may extend the academic year to include the fifteenth (15) working day following May 31st, but excluding therefrom so much of the time allotted for the annual Sea terms as falls within such period.**

3. Revise Article XII-A, Section D, Responsibilities of Department Chair, as follows:

In addition to the responsibilities described at Section A of Article VI of the Agreement, the responsibilities of Department Chairs at the Massachusetts Maritime Academy shall also include the following:

1. serving on any boards and/or commissions; and
2. in the case of the Department Chairs of the departments of **Marine Engineering and Marine Transportation** (and of any other department in which one (1) or more Training Coordinators is required for any Sea Term), assisting the Training Coordinators in the development of a coordinated training plan for annual Sea Terms and for shipyard periods that involve the training of cadets; such plan shall be prepared under the direction of the Vice President.
3. **Work with all Professional Maritime Faculty within their respective departments to assess any additional uniform needs in excess of the aforementioned \$150 annual stipend and, in consultation with the Vice President, authorize the purchase of additional uniform items as necessary and appropriate and not in excess of an amount per Professional Maritime Faculty member set by the Vice President.**
4. Revise Article XII-A, Section G, Federal Regulations, as follows:

[subsection 1 of Article XII-A, Section G shall remain unchanged]

2. **Certification Training**

Professional Maritime Faculty, within one-year prior to license expiration, shall receive all training and certification required under the STCW Code **and such training and certification** shall be offered at no cost to Professional Maritime Faculty members on Blue and Gold status and full-time temporary faculty members hired with a Sea Term obligation, **which should be understood as covering any and all enrollment fees and mileage reimbursement when training is approved at an alternative training facility.** Mileage shall be reimbursed based on the distance between Massachusetts Maritime Academy and the alternative training facility and in accordance with Article IV, Section F (1)(a) of this Agreement. Professional Maritime Faculty shall take such training and certification at Massachusetts Maritime Academy when such training and certification is made available within one-year prior to license expiration of a Professional Maritime Faculty member's license. In the event such training and certification is not offered at Massachusetts Maritime Academy within one-year of a Professional Maritime Faculty member's license expiration, Professional Maritime Faculty will be required to take such training and certification at an alternative training facility determined to be closest in proximity to Massachusetts Maritime Academy and subject to the advance approval by the Vice President

~~(or designee). Such training and certification shall be scheduled at mutually agreeable times.~~ The employer shall accommodate the necessary rescheduling of classes and/or provide the necessary resources to allow Professional Maritime Faculty members on Blue and Gold status the opportunity to participate in this training. For all other Professional Maritime Faculty, the cost of training shall be in accordance with the tuition and fee benefits as provided in Article IV.

[subsection 3 of Article XII-A, Section G shall remain unchanged]

ARTICLE XIII, SALARY

1. Modify Article XIII, Section C, Salary Adjustments: Full-Time Unit Members as follows:

1. Annual Salary Increase: January 2025

The annual salary rate of every full-time unit member and salaried part-time faculty member who is employed on January 1, 2025 shall, effective the first full pay period of January 2025, be increased by three and one-half percent (3.5%).

2. Annual Salary Increases: July 2025 and January 2026

The annual salary rate of every full-time unit member and salaried part-time faculty member who is employed on July 1, 2025 shall, effective the first full pay period of July 2025, be increased by two and a quarter percent (2.25%).

The annual salary rate of every full-time unit member and salaried part-time faculty member who is employed on January 1, 2026 shall, effective the first full pay period of January 2026, be increased by two and a quarter percent (2.25%).

3. Annual Salary Increases: July 2026 and January 2027

The annual salary rate of every full-time unit member and salaried part-time faculty member who is employed on July 1, 2026 shall, effective the first full pay period of July 2026, be increased by two and a quarter percent (2.25%).

The annual salary rate of every full-time unit member and salaried part-time faculty member who is employed on January 1, 2027 shall, effective the first full pay period of January 2027, be increased by two and a quarter percent (2.25%).

[delete former subsection 3, Salary Adjustment Pool, of Article XIII, Section C]

[with the exception of the dates to be adjusted, subsections 4 and 5 of Article XIII, Section C shall remain unchanged]

2. Modify the rates in Article XIII, Section H, Salary and Stipend Adjustments: Part-Time Faculty, as follows:

[subsections 1 and 2 of Article XIII, Section H shall remain unchanged]

3. Other Part-time Faculty

(a) During the first year of the agreement, the part-time rate per credit set forth in Article XIII H(3)(a) shall be increased by three and one-half percent (3.5%), effective the first full pay period of January 2025.

During the second year of the agreement, the part-time rate per credit set forth in Article XIII H(3)(a) shall be increased by two and a quarter percent (2.25%), effective the first full pay period of July 2025. Then, six months later, the part-time rate per credit set forth in Article XIII H(3)(a) shall be increased by two and a quarter percent (2.25%), effective the first full pay period of January 2026.

During the third year of the agreement, the part-time rate per credit set forth in Article XIII H(3)(a) shall be increased by two and a quarter percent (2.25%), effective the first full pay period of July 2026. Then, six months later, the part-time rate per credit set forth in Article XIII H(3)(a) shall be increased by two and a quarter percent (2.25%), effective the first full pay period of January 2027.

(b) At Westfield State University, during the first year of the agreement, the minimum hourly rate paid to members of the bargaining unit who teach music courses on an hourly basis shall be increased by three and one-half percent (3.5%), effective the first full pay period of January 2025.

At Westfield State University, during the second year of this agreement, the minimum hourly rate paid to members of the bargaining unit who teach music courses on an hourly basis shall be increased by two and a quarter percent (2.25%), effective the first full pay period of July 2025. Then, six months later, the minimum hourly rate paid to members of the bargaining unit who teach music courses on an hourly basis shall be increased by two and a quarter percent (2.25%), effective the first full pay period of January 2026.

At Westfield State University, during the third year of this agreement, the minimum hourly rate paid to members of the bargaining unit who teach music courses on an hourly basis shall be increased by two and a quarter percent (2.25%), effective the first full pay period of July 2026. Then, six months later, the minimum hourly rate paid to members of the bargaining unit who teach music courses on an hourly basis shall be increased by two and a quarter percent (2.25%), effective the first full pay period of January 2027.

ARTICLE XIII-A, MINIMUM SALARY FORMULA

1. The minimum salary formula shall be adjusted to reflect a three and one-half percent (3.5%) increase, effective the first full pay period of January 2025; a two and a quarter percent (2.25%), effective the first full pay period of July 2025; a two and a quarter percent (2.25%), effective the first full pay period of January 2026; a two and a quarter percent (2.25%), effective the first full pay period of July 2026; and two and a quarter percent (2.25%), effective the first full pay period of January 2027. The minimum salary formula shall also be adjusted to reflect the librarian rank changes and terminal degree edits to be effective July 1, 2026.

ARTICLE XIV, PROFESSIONAL DEVELOPMENT AND CONTINUING SCHOLARSHIP

1. Revise the introduction of Article XIV as follows:

The parties agree to undertake a program of professional development for members of the bargaining unit; provided, however, that the provisions of this Article XIV shall be of no application to any person appointed to a part-time position in the bargaining unit other than salaried part-time faculty members, **except for as provided for in Section H of this Article.**

Participation in any such program by any member of the bargaining unit shall be undertaken only if he/she so chooses.

2. Revise Article XIV, Section G, Support for Continuing Scholarship, as follows:

[subsections 1, 2 and 3 of Article XIV, Section G shall remain unchanged]

4. Allocation and Approval of Expenditures: Fund for Continuing Scholarship

With effect on September 1 of each academic year, there shall be allocated (i) to each full-time member of the bargaining unit who is employed as such during the fall semester of such year an amount equal to the amount calculated for such date pursuant to paragraph (b) of the preceding subsection 1 and (ii) to each salaried part-time faculty member a proportionate share of an amount equal to the amount so calculated for such date. **The distribution of funds shall be completed by no later than January 31 of each academic year.** A person first employed as a member of the bargaining unit during the spring semester of an academic year shall not be entitled to any allocation of funds under this subsection 4. Each member of the bargaining unit to whom an allocation is made hereunder shall be entitled to expend the amount. ~~so allocated but may do so only subject to the following:~~

a. ~~on or before December 31, he/she shall first submit to the Vice President a description of the purpose for which such moneys (or any portion thereof) are to be expended and, on or before January 31, the Vice President shall thereafter approve the same unless~~

~~he/she shall have determined that the intended expenditure does not constitute support of continuing scholarship; and~~

- ~~b. whenever the Vice President shall have approved the purpose for which an expenditure is intended to be made, the Vice President shall thereupon authorize the payment of the amount required therefor (but not more than the amount computed under the preceding subsection 1(b)) to the bargaining unit member as a stipend for continuing scholarship.~~

~~Whenever the Vice President shall have declined to approve an intended expenditure under paragraph (a) above, the member of the bargaining unit whose submission has been disapproved shall be entitled to appeal the Vice President's decision to the Committee on Professional Development and Retraining, and the Committee's decision in that regard shall be final and binding.~~

5. Allocation of Unexpended Moneys

~~Whenever on February 1 there remain at any University moneys whose expenditure has not been authorized pursuant to the preceding subsection 4, the Vice President shall, as follows, authorize the payment of such moneys as stipends for continuing scholarship:~~

- ~~a. the total sum of the moneys whose expenditure has not been authorized shall be divided by the number of members of the bargaining unit to whom an allocation of moneys was approved and made under paragraph (a) or (b) of the preceding subsection 4; and~~
- ~~b. the amount calculated in accordance with the preceding paragraph (a) shall be disbursed to each of the members of the bargaining unit who are described in the preceding paragraph (a).~~

3. Relabel Article XIV, Section H, Librarian Research/Innovation Leave, as Section I.
4. Insert a new Article XIV, Section H, **Support for Part-time Faculty Professional Development**, as follows:

Part-time faculty shall be offered the opportunity to participate in voluntary professional development provided by the university. During each academic year, part-time faculty shall be provided with the opportunity to identify professional development they would like the University to offer. By April 1, the Vice President or their designee will identify no fewer than three (3) professional development opportunities to be offered by the university to part-time faculty on campus and during the following academic year, taking into consideration the professional development requested by part-time faculty.

ARTICLE XX, APPOINTMENT AND PROMOTION

1. Revise Article XX, Section A, Introduction, as follows:

The provisions of this Article XX shall not apply to any person holding an appointment to a part-time position in the bargaining unit at a University, **with the following exceptions:**

- 1. ~~other than~~ a salaried part-time faculty position at the Massachusetts College of Art and Design;**
- 2. ~~or the three (3)~~ two (2) salaried part-time faculty in the English Department at Salem State University;**
- 3. Section C (7) shall apply to any part-time bargaining unit member who has taught no fewer than nine (9) credits at the same institution (under the day contract) over the previous academic year;**
- 4. ~~except that~~ Sections C(5), C(7), C(9), C(11), I, K, L and M of this Article XX shall apply to any person holding an appointment as a Clinical Nursing Instructor.**

Contracts for non-tenured faculty and librarians are term agreements subject to annual renewal after the completion of the established evaluation period.

For the purpose of this Agreement, a degree, including a terminal degree, shall be deemed to have been secured whenever the candidate for the degree has successfully completed all of the academic work required for it and the institution by which the degree will be awarded has acknowledged the same in some official writing. If the conditions just described shall have been fulfilled, a member of the bargaining unit shall be deemed to have secured a degree hereunder even if the ceremonial event at which the degree will be formally conferred has yet to occur.

With regard to promotion, full-time teaching or library experience and full-time employment in rank in this Article include time on paid leave as well as time on unpaid leave, but only if during such unpaid leave the unit member performs full-time teaching or library service at the relevant rank as described in the applicable section of this Article. Unpaid leave of less than the equivalent of one semester (for faculty) or the equivalent of less than one half of a work year (for

librarians) shall not be deducted from full-time experience or full-time employment in rank in this Article XX.

No Board shall impose or use any quotas by rank and no quota shall govern the eligibility for promotion of any member of the bargaining unit. A higher order of quality may be demanded for promotion to each higher academic or library rank.

2. Revise Article XX, Section C, Appointment Procedures and Terms for Faculty, as follows:

[subsections 1-5 of Article XX, Section C shall remain unchanged]

6. Temporary Appointments

Anything in this Agreement to the contrary notwithstanding, the Board may grant to any person, and at any academic rank, an appointment known as a temporary appointment. No such temporary appointment shall be for a period in excess of six (6) consecutive semesters. Every such temporary appointment shall be made in writing and shall terminate on a date that shall be stated therein. Anything in this Agreement to the contrary notwithstanding, such statement of the date of such termination shall be deemed to be due and timely notice of the termination of such appointment, and such termination shall have effect on the date so stated.

Anything in this Agreement to the contrary notwithstanding, any person or persons who shall have been granted a temporary appointment of one (1) semester duration pursuant to this provision shall not, during the term of such appointment, be required to be evaluated pursuant to Article VIII of this Agreement; provided, however, that the provisions of Article VIII may be applied to such person if the Board and such person mutually so agree; and provided further that any such application of the provisions of Article VIII shall not be deemed to alter any of the terms or conditions of any temporary appointment that shall have been granted to such person.

Anything in this Agreement to the contrary notwithstanding, every person or persons who shall have been granted a temporary appointment in excess of one (1) semester in duration, shall be evaluated pursuant to the provisions of Article VIII of this Agreement; provided, however, that any such application of the provisions of Article VIII shall not be deemed to alter any of the terms or conditions of any temporary appointment that shall have been granted to such person.

No person granted a temporary appointment hereunder shall be eligible to be considered for tenure, and no person who shall have held a temporary appointment hereunder for six (6) consecutive semesters shall be granted another temporary appointment hereunder unless at least one (1) semester (during which such person may be granted a part-time appointment) shall have elapsed between the former such appointment and the latter.

Prior to making any temporary appointment hereunder, the Vice President shall meet with the Chapter President for the purpose of discussing the reasons therefor.

No person who is a member of the bargaining unit by reason of the fact that ~~he/she~~ **they** holds a temporary appointment of the kind described in this subsection 6 shall be entitled to vote in any election conducted pursuant to the provisions of Article VI or Article VIII of this Agreement.

If a salaried part-time faculty member is granted a temporary appointment as defined in Article I, Section D(54), the appointment shall not be considered to interrupt ~~his/her~~ their continuous appointment as a salaried part-time faculty member for purposes of Section F of Article XXI.

7. Applications for Vacant Positions: Existing Unit Members

Whenever any member of the bargaining unit, including, for the purposes of this subsection 7, any librarian, shall apply to be a candidate for any vacant, **full-time** position within the bargaining unit at any State University, such member of the bargaining unit shall be given added consideration as a candidate for such position; provided, however, that such added consideration shall be so given only if such member of the bargaining unit is not, by training and/or experience, less qualified for such **full-time** position than the most qualified among all the applicants therefor. **Part-time unit members must identify in their application materials that they have taught no less than nine (9) credits over the previous academic year as a bargaining unit member at the same university where they are candidates for a full-time position to be afforded added consideration.**

Whenever any member of the bargaining unit, including, for the purposes of this subsection 7, any librarian, shall apply to be a candidate for any vacant position within the bargaining unit at any State University, such person's name shall be included on the list of candidates submitted to the President of such University by any screening or like committee, including any such committee constituted pursuant to Section I of Article VI of this Agreement; provided, however, that such person's name need not be so included unless they has the minimum advertised qualifications for the position for which they is a candidate; and provided further that nothing in this paragraph shall be deemed to abridge any right conferred by the foregoing paragraph.

Whenever any member of the bargaining unit, **other than a part-time bargaining unit member**, having applied as such for a vacant position in the bargaining unit, shall have been appointed to such position, ~~his/her~~ **their** appointment shall be governed by subsection 9 of this Section C. No

appointment made pursuant to this paragraph shall be deemed to be a transfer for the purposes of Article X of this Agreement.

3. Revise Article XX, Section D, Appointment and Promotion of Librarians, **to be effective July 1, 2026**, as follows:

D. APPOINTMENT AND PROMOTION OF LIBRARIANS

Librarians may be appointed initially at any rank in keeping with the following requirements of this Section D; provided only that no appointment shall be made to the rank of Librarian Assistant or, after July 1, 2014 the rank of Librarian Associate **or, after July 1, 2026 the rank of Senior Librarian**. Exceptions to these requirements may be made for sound academic reasons in certain specialized areas and under special circumstances with the approval of the Board of Trustees. Nothing in these requirements should be construed to prohibit the appointment or promotion of an individual of exceptional talent or accomplishment who does not meet all the stated criteria. In considering candidates for exceptional appointments or promotions, the Board of Trustees or the President, as provided for in Article VIII, shall pay due regard in the alternative to: (a) evidence of the ability of the candidate to render a unique academic contribution to the University, (b) evidence of a candidate's extraordinary competence in the area of his/her discipline or specialty or (c) evidence that the discipline or specialty of the candidate does not customarily demand fulfillment of those academic degree requirements set forth by the Board as minimum criteria for appointment or promotion to each rank.

Effective July 1, 2026, the librarian ranks shall be adjusted, whereby the current Librarian minimum criteria for appointment or promotion shall become the minimum criteria for the Associate Librarian and the current Senior Librarian minimum criteria for the appointment and promotion shall become the minimum criteria for the Librarian; however, bargaining unit members in the rank of Senior Librarian, Librarian and Associate Librarian may keep their titles, but must meet the newly aligned minimum criteria for the purpose of promotion. Moreover, with effect on September 30, 2026, the annual salary rate of every full-time bargaining unit librarian who is then employed shall be tested against the minimum salary formula based on adjusted ranks implemented on July 1, 2026, rather than the title a librarian was permitted to keep.

1. Assistant Librarian

- a. the degree of Master of Library Science (M.L.S.) or an equivalent Master's degree, including the degree of Master of Library and Information Science (M.L.I.S.), from, in all cases, an institution accredited to grant such degrees by the American Library Association;

- d. evidence of the potential for a successful career in librarianship at an academic or research library; and
- e. demonstrated potential to fulfill the applicable evaluation criteria.

2. Associate Librarian

- a. ~~the degree of Master of Library Science (M.L.S.) or an equivalent Master's degree, including the degree of Master of Library and Information Science (M.L.I.S.), from, in all cases, an institution accredited to grant such degrees by the American Library Association;~~
- f. ~~four (4) years of full-time experience as a librarian, at least two (2) of which must have been at an academic or research library; and~~
- g. ~~in the case of promotion, not less than two (2) years of full-time employment at the rank of Assistant Librarian and meritorious performance as demonstrated by the candidate's annual evaluations conducted in accordance with the provisions of Article VIII of this Agreement and by such evaluations conducted in accordance with any procedures in effect prior to the date of execution of this Agreement.~~

32. Associate Librarian

- a. ~~the degree of Master of Library Science (M.L.S.) or an equivalent Master's degree, including the degree of Master of Library Science and Information Science (M.L.I.S.), from, in all cases, an institution accredited to grant such degrees by the American Library Association; and a second subject Master's degree from an institution accredited at the level of such degree;~~
- h. six (6) years of full-time experience as a librarian, at least three (3) of which must have been at an academic or research library; and
- i. in the case of promotion, not less than three (3) years of full-time employment at the rank of **Associate Assistant Librarian** and meritorious performance as demonstrated by the candidate's annual evaluations conducted in accordance with the provisions of Article VIII of this Agreement and by such evaluations conducted in accordance with any procedures in effect prior to the date of execution of this Agreement.

43. Senior Librarian

- a. **the degree of Master of Library Science (M.L.S.) or an equivalent Master's degree, including the degree of Master of Library Science and Information Science (M.L.I.S.), from, in**

all cases, an institution accredited to grant such degrees by the American Library Association.

- i. ~~the degree of Master of Library Science (M.L.S.) or Master of Library and Information Science (M.L.I.S.) with a terminal degree designation, from, in all cases, an institution accredited at the level of such degree; or~~
 - ii. ~~an appropriate terminal degree other than the kind described in subparagraph (i) from an institution accredited at the level of such degree, and the degree of Master of Library Science (M.L.S.) or an equivalent Master's degree, including the degree of Master of Library and Information Science (M.L.I.S.), from, in all cases, an institution accredited to grant such degrees by the American Library Association; or~~
 - iii. ~~the degree of Master of Library Science (M.L.S.) or an equivalent Master's degree, including the degree of Master of Library and Information Science (M.L.I.S.), from, in all cases, an institution accredited to grant such degrees by the American Library Association and a second subject Master's degree from an institution accredited at the level of such degree;~~
- b. eight (8) years of full-time experience as a librarian, at least five (5) of which must have been at an academic or research library; and
- c. in the case of promotion, not less than four (4) years of full-time employment at the rank of **Associate Librarian** and meritorious performance as demonstrated by the candidate's annual evaluations conducted in accordance with the provisions of Article VIII of this Agreement and by such evaluations conducted in accordance with any procedures in effect prior to the date of execution of this Agreement.

No librarian shall be a candidate for promotion to any of the foregoing ranks unless, on or before September 1 of the academic year during which he/she is to be evaluated for promotion, they shall have fulfilled the criteria (including time requirements) that govern promotion to such rank.

~~A librarian who holds an appointment at the rank of Assistant Librarian and who is awarded a terminal degree shall, upon the University's being given notice thereof and confirming the same, be granted, with effect on the ensuing September 1, a promotion to the rank of Associate Librarian without its being required that he/she be evaluated for such promotion pursuant to Article VIII.~~

54. Initial Appointments at the Rank of Associate Librarian or Senior Librarian

Subject to the provisions of Article IX, persons initially appointed at the rank of **Associate Librarian or Senior Librarian** may be appointed for an initial one (1), two (2) or three (3) year term without tenure, or may be appointed initially with tenure. No person initially so employed may serve more than three (3) years as a librarian, exclusive of a terminal year, without gaining tenure.

3. Revisions made to Article XX, Section D, Appointment and Promotion of Librarians, to be effective July 1, 2026, necessitate the following adjustments:

- i. Adjustments to the minimum salary formula in Article XIII-A to reflect the rank adjustments;
- ii. Footnote 4 of Appendix M-1: Evaluation of Full-time Unit Members should be adjusted to make clear librarians only at the rank of Assistant Librarian **or Associate Librarian** who apply for tenure during the sixth year will only be evaluated under this calendar and will be promoted to Associate Librarian at the time tenure is granted; and
- iii. Adjustments to Appendix O-2 to reflect the adjustment in librarian ranks, effective July 1, 2026.

ARTICLE XX-A, APPOINTMENT AND PROMOTION, MASSACHUSETTS MARITIME ACADEMY

1. Revise Article XX-A, Section A, Requirements for Eligibility of Professional Maritime Faculty for Appointment and Promotion, as follows:

Professional Maritime Faculty at the Massachusetts Maritime Academy may, in the alternative to the requirements prescribed at Section B(1) of Article XX of the Agreement, be initially appointed at, or promoted to, any rank in keeping with the following requirements. For sound academic reasons, exceptions to these requirements may be made in certain specialized areas and under other special circumstances with the approval of the Board of Trustees or the President as its designee. Nothing in these requirements should be construed to prohibit the appointment or promotion of an individual of exceptional talent or accomplishment who does not meet all the stated criteria. In considering candidates for exceptional appointments or promotions, the Board of Trustees shall pay due regard in the alternative to: (a) evidence of the ability of the candidate to render a unique academic contribution to the University, (b) evidence of a candidate's extraordinary competence in the area of their discipline or specialty, or (c) evidence that the discipline or specialty of the candidate does not customarily demand fulfillment of those academic degree requirements set forth by the Board as minimum criteria for appointment or promotion to each rank.

With regard to promotion, full-time teaching experience or professional service in the maritime field and full-time employment in rank in this Article include time on paid leave as well as time on unpaid leave, but only if during such unpaid leave the faculty member performs full-time teaching or professional service in the maritime field at the relevant rank as described in the applicable section of this Article. Unpaid leave of less than the equivalent of one semester shall not be deducted from full-time experience.

A higher order of quality may be demanded for promotion to each higher academic rank.

1. Instructor/Lieutenant Junior Grade

- a. a Bachelor's degree in an appropriate field from an institution accredited at the level of such degree;
- b. ~~a Second License Operational License;~~
- c. at least three (3) years of full-time experience in teaching at an accredited institution of higher learning or in professional service in the maritime field (or a combination thereof);
- j. understanding of the teaching and advising processes and the application of teaching and advising strategies in the University setting; and
- k. demonstrated potential to fulfill the applicable evaluation criteria.

2. Assistant Professor/Lieutenant

- a. a Master's degree in an appropriate field from an institution accredited at the level of such degree;
- b. ~~a First Operational License;~~
- c. at least three (3) years of full-time experience in teaching at an accredited institution of higher learning or in professional service in the maritime field (or a combination thereof);
- d. in the case of a promotion, meritorious performance as demonstrated by the candidate's annual evaluations conducted in accordance with the provisions of Articles VIII and VIII-A of this Agreement and by such evaluations conducted in accordance with any procedures in effect prior to the date of execution of this Agreement.

3. Associate Professor/Lieutenant Commander)

- a. a Master's degree in an appropriate field from an institution accredited at the level of such degree;
- b. a **Top-Management License**;
- c. at least eight (8) years of full-time experience in teaching at an accredited institution of higher learning or in professional service in the maritime field (or a combination thereof); and
- d. in the case of a promotion, not less than three (3) years of full-time employment at the rank of Assistant Professor (or higher) at an accredited four-year college or university and meritorious performance as demonstrated by the candidate's annual evaluations conducted in accordance with the provisions of Articles VIII and VIII-A of this Agreement and by such evaluations conducted in accordance with any procedures in effect prior to the date of execution of this Agreement.

4. Professor/Commander

For persons first employed prior to July 1, 1995:

- a.
 - i. a First License, a Master's degree from an accredited institution and acceptable graduate study; or
 - ii. service on a Master's Unlimited or Chief Engineer License, a Bachelor of Science degree from an accredited institution and acceptable graduate study; or
 - iii. twenty-five (25) years of full-time service in the Merchant Marine, at least fifteen (15) of which have been service on a United States Coast Guard Top License; or
 - iv. a Top License and a Master's degree from an accredited institution;
- b. at least eight (8) years of full-time experience in teaching at an accredited institution of higher learning; or in professional service in the maritime field (or a combination thereof); and
- c. in the case of a promotion, not less than four (4) years of full-time employment at the rank of Associate Professor/**Lieutenant Commander** or higher at an accredited four-year college or university and meritorious performance as demonstrated by the candidate's annual evaluations conducted in accordance with the provisions of Articles VIII and VIII-A of this Agreement and by such evaluations conducted in accordance with any procedures in effect prior to the date of execution of this Agreement.

For persons first employed after June 30, 1995:

- a. a Master's degree in an appropriate field from an institution accredited at the level of such degree;
- b. a **Top-Management License**;
- c. at least ten (10) years of full-time experience in teaching at an accredited institution of higher learning or in professional service in the maritime field (or a combination thereof); and
- d. in the case of a promotion, not less than four (4) years of full-time employment at the rank of Associate Professor (or higher) at an accredited four-year college or university and meritorious performance as demonstrated by the candidate's annual evaluations conducted in accordance with the provisions of Articles VIII and VIII-A of this Agreement and by such evaluations conducted in accordance with any procedures in effect prior to the date of execution of this Agreement.

Those of the foregoing criteria that are of application only to persons first employed prior to July 1, 1995, shall be of application to them only for the purpose, in the case of each of them, of establishing their eligibility for promotion to the rank next higher than the rank they hold on such date and not otherwise.

Professional Maritime Faculty holding a Master's Unlimited or Chief Engineer License and having had three (3) years of command time, in the position of Master or Chief Engineer, or Professional Maritime Faculty who have completed one cycle of post tenure review where the faculty member establishes that they have demonstrated leadership at the Academy, shall be hold the rank of Captain.

[subsection 5 of Article XX-A, Section A shall remain unchanged]

2. Revise Article XX-A, Section B, Definitions, as follows:

For the purposes of the foregoing provisions of this Article XX-A, the following definitions shall apply:

1. **Top License Management Level License**. A Management Level ~~Top~~ License shall mean a Master's ~~or a Chief Mate~~, or First Assistant ~~Chief Marine~~ Engineer's License, **or otherwise as defined in the Code of Federal Regulations**;

2. Engineer Officer's License (Chief, First, Second or Third Engineer). A marine license issued by the United States Coast Guard that has no restrictions as to the waters upon which the engineer may serve and is not subject to any horsepower limitations, **or otherwise as defined in the Code of Federal Regulations.**

3. Deck Officer's License (Master or First, Second or Third Mate). A marine license issued by the United States Coast Guard for service as a master or mate on ocean vessels which qualifies the licensee to serve in the same grade on any waters and on any tonnage vessel **or otherwise as defined in the Code of Federal Regulations.**

4. **Operational Level License**. An Operational License shall mean a Second Mate, Third Mate, Second Engineer or Third Engineer's license, **or otherwise as defined in the Code of Federal Regulations.**

APPENDIX C-4, Student Instructional Rating for Non-Lecture and Non-Laboratory Courses:

1. Replace Appendix C-4 with the Memorandum of Agreement executed between the Parties addressing the replacement of the existing C-4 with the new digital student evaluation instrument.

APPENDIX Q, PERSONNEL INFORMATION REPORTING FORM

1. Replace Appendix Q, Personnel Information Reporting Form, with the following:

A. ALL MEMBERS

- 1. Each unit member's Commonwealth Employee ID for payroll**
- 2. Each unit member's original date of hire at the University**
- 3. Each unit member's department**
- 4. Each unit member's current rank**
- 5. Each unit member's status as Full-Time Tenure-Track, Full-Time Temporary, Part-Time Salaried, or Part-Time**
- 6. The unit member's current salary**
- 7. Each unit member's home address**
- 8. Each unit member's work and personal email address, if known to the university**
- 9. Each unit member's home and personal cellular telephone number(s), if known to the university**

10. Each unit member's payroll deduction amount

B. ADDITIONAL INFORMATION FOR FULL-TIME MEMBERS

Promotions:

1. Post-promotion salary of all full-time unit members promoted with effect on September 1st.

New Hires:

2. Appendices N-1, N-3, O-1 and O-2 of all full-time tenure track unit members newly appointed as such as of September 1st and February 1st.
3. Appendices N-2, N-4, O-1 and O-2 of all full-time temporary unit members newly appointed as such as of September 1st or February 1st as applicable.

Leaves of Absence:

4. Type of unpaid leave of all unit members on unpaid leaves of absence as of September 1st or February 1st as applicable; include duration of leave if known.
5. Name, rank, department and type of paid leave of all unit members on paid leave of absence as of September 1st or February 1st as applicable; include duration of leave if known.

Terminal Degrees:

6. Post-adjustment salary of all unit members who have secured a terminal degree pursuant to the collective bargaining agreement as of the immediately preceding August 31st.

Tenure:

7. Full-time unit members who were granted tenure effective September 1st.

Just Cause Status:

8. All salaried part-time faculty who were granted "just cause" status under Article XXI, Section F effective September 1st.

Other:

9. Any pertinent changes in data relative to full-time unit members (e.g., a change in name or in home department and when sabbatical leave is taken).

B. ADDITIONAL INFORMATION FOR PART-TIME UNIT MEMBERS

1. Number of credits and/or hours of instruction taught by unit members identified in paragraph (1) above.
2. Number of consecutive semesters part-time unit members identified in paragraph (1) have been employed since February 28, 1989, at the University/College.
3. For salaried part-time faculty at the Massachusetts College of Art and Design and the two (2) salaried part-time faculty in the English Department at Salem State University only, name, rank, department and post-promotion salary for any salaried part-time unit member promoted with effect on September 1st.
4. For salaried part-time faculty at the Massachusetts College of Art and Design, the two (2) salaried part-time faculty in the English Department at Salem State University and Clinical Nursing Instructors only, name, rank, department and post-adjustment salary of any salaried part-time unit member who has secured a terminal degree as of the immediately preceding August 31st.
5. Any pertinent changes in data relative to part-time unit members (e.g., a change in name).

C. DEPARTURES

Name and department of all unit members who have left the University since the date of the last report and in each case the reason therefor (e.g., death, termination, resignation).

ADD: MEMORANDUM OF AGREEMENT: PROFESSOR OF PRACTICE PILOT

1. Add to the Memorandum of Agreement, Professor of Practice Pilot, following the December 1996 Memorandum of Agreement, as follows:

This Pilot Program shall run for the remainder of the July 1, 2024, to June 30, 2027 collective bargaining agreement and any subsequent successor collective agreements(s), ending no later than June 30, 2031. Before the end of the Pilot Program, the parties shall meet to discuss whether: (1) to implement the Professor of Practice; (2) to continue the Pilot Program; or (3) to terminate the Pilot Program. Should the parties agree to either implement the Professor of Practice into the collective bargaining agreement or continue the Pilot Program, the parties may agree to make modifications to the non-tenure track Professor of Practice position or the Pilot Program.

APPOINTMENT AND PROMOTION

The language within Article XX, Section B regarding exceptions to the requirements of the position for sound academic reasons in certain specialized areas and under special circumstances with the approval of the Board of Trustees shall apply.

Additionally, the language within Article XX, Section B that states that nothing in the requirements should be construed to prohibit the appointment of an individual of exceptional talent or accomplishment who does not meet all the stated criteria shall apply.

A. Requirements of the Position

- i. a Master's degree from an accredited institution in the discipline or cognate discipline to be taught; or a Bachelor's degree from an accredited institution, plus no fewer than fifteen (15) graduate level credits earned at an accredited institution in the discipline or cognate discipline to be taught;
- ii. if applicable, any and all required professional accreditation(s), certificate(s) or license(s) at the time of hire and throughout the entire five (5) year contract period;
- iii. at least five (5) years of documented experience as a actively practicing professional in the discipline to be taught;
- iv. demonstrated consistent and substantive effort to maintaining modern skills and knowledge in their field of practice, which can include work performed in relation to the maintaining of applicable licenses(s), certification(s) and/or accreditation(s);
- v. demonstrated potential to fulfill the applicable evaluation criteria; and
- vi. demonstrated potential to teach multiple courses, or multiple sections of the same course.

B. Appointment Procedures and Terms

For the purposes of the minimum salary formula contained within Article XIII-A, a Professor of Practice shall be regarded at the rank of Assistant Professor.

Professors of Practice shall be appointed to a five (5)-year term or less, if there is less than five-years remaining in the Pilot Program. At its discretion, a University may choose a maximum of four (4) positions across (2) disciplines to appoint faculty to the position of Professor of Practice. A Professor of Practice five-year term appointment may be foreshortened for sound financial reasons without requiring the University to go through the Article X Retrenchment process or adhere to the terms within Article X.

Time in service as a Professor of Practice shall not count toward an appointment at any other rank set forth in this section; however, at the discretion of the University, up to three (3) years in service as a Professor of Practice may count toward an appointment with tenure, should the person be appointed to a tenure-track position.

A Professor of Practice shall not be offered a terminal contract of employment at the end of their five (5)-year appointment or in the event the position's appointment is foreshortened for sound financial reasons or the faculty member is removed under Article XXI, Section E.

The Article XXI, Section E provisions regarding “Termination of a Non-Tenured Unit Member” shall apply.

EVALUATIONS

A. Criteria for Evaluations

The following criteria shall be used in the evaluation of all full-time Professors of Practice:

- a.**
 - i.** teaching effectiveness, including pedagogical experimentation and community-engaged teaching methods, that fosters an inclusive environment where all students have equal opportunities to succeed, as exhibited in lectures, seminars, internships, independent studies and other instructional settings;
 - ii.** academic advising, as described in Section A(3) of Article XII;
- b.** demonstrated consistent and substantive effort to maintaining modern skills and knowledge in their field of practice, which can include work performed in relation to the maintaining of applicable licenses(s), certification(s) and/or accreditation(s);
- c.**
 - i.** other professional activities, which by way of example may include such matters as public service, and contributions to the professional growth and development of the university community (which contributions may include (a) community-engaged service, (b) work performed in relation to the maintaining of applicable license(s), certification(s) and/or accreditation(s), (c) service on inter-institutional and system-wide committees, and (d) academic advising of students in excess of thirty (30) assigned at the beginning of the semester), which may be beyond the

home department, and which contributions are not to be ignored or discounted on the basis that the faculty member received compensation for that work; and

- ii. such responsibilities, if any, as may be assumed by a faculty member in lieu of, in whole or in part, the normal faculty instructional workload in academic subject areas by performing services in a counseling center, facility or program pursuant to Section A(3)(b) of Article XII, by discharging any alternative professional responsibilities pursuant to Section D of Article XII, and/or by undertaking any program of professional development pursuant to Article XIV.

B. Frequency of Evaluations

Every full-time Professor of Practice in the bargaining unit shall be evaluated annually under the process applied for Third and Fifth Year reappointments, which shall include the candidate's narrative, classroom observations by the Chair, the Chair's evaluation, the Dean's evaluation, and the Vice-President's evaluation. The faculty member shall be evaluated to determine whether the faculty member "meets expectations." In the event a faculty member does not "meet expectations," a university may proceed with Article XX, Section I, "Termination of a Non-Tenured Unit Member" process. The review period shall encompass the entire period of full-time service since the end of the last review period.

C. Materials

The materials to be included in the evaluation of a full-time faculty member shall be only be a narrative by the faculty member (describing their teaching effectiveness; academic advising; continuing efforts to maintain modern skills and knowledgeable in the field of practice; other professional activities, and alternative professional responsibilities, if any), student evaluations administered pursuant to the collective bargaining agreement and classroom observations conducted by the Department Chair pursuant to the collective bargaining agreement.

PROMOTION AND TENURE

Professors of Practice shall not be eligible for tenure or promotion.

Professors of Practice shall not participate in tenure or promotion decisions for tenure track faculty.

SABBATICAL

Professors of Practice shall not be eligible for sabbatical leave under Article XV.

SELECTION OF DEPARTMENT CHAIRS

Professors of Practice shall not be appointed as department chairs or program area chairs, but shall be permitted to participate in the voting process for electing a department chair or program area chair.

WORKLOAD

A. General

The workload of full-time Professor of Practice shall consist of: (1) teaching workload, as described in Section A(2) of Article XII; (2) preparation for classroom and laboratory and studio instruction, including providing to each student and to the Department Chair access to a syllabus in digital format and also made available through the university's designated official learning management system; (3) reporting student non-attendance for the first two weeks of the course, in accordance with federal law, in the student system of record as determined by the University; (4) mandatory midterm progress reports for students in danger of not passing, with midterm progress reports for all students strongly encouraged; (5) submitting final grades; (6) student assistance, including academic advising, as described in Section (3) of Article XII; (7) work performed in relation to the maintaining of applicable license(s), certification(s) and/or accreditation(s); and (8) activities undertaken by a faculty member pursuant to their 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, professors of practice 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.

This Memorandum of Agreement is subject to ratification by both Parties.

WHEREFORE the Parties hereto hereunder set their signs and seals as follows:

BOARD OF HIGHER EDUCATION

MASSACHUSETTS TEACHERS
ASSOCIATION/MSCA