

## ARTICLE I - RECOGNITION AND DEFINITIONS

### D. DEFINITIONS

As used in this Agreement, the following words and phrases shall have the following meanings:

1. Academic Year. “Academic year” shall mean the nine (9)-month period from September 1 to and including May 31 following; provided, however, that in the case of members of the faculty employed at the Massachusetts Maritime Academy, the academic year shall be defined pursuant to the provisions of Article XII-A, Section B, of this Agreement.
2. Administration. “Administration” shall mean the President and other principal administrative officers serving as such at each University; such designation shall not include individuals and positions as defined in Article I, Section A, of this Agreement.
3. Administrator. “Administrator” shall mean any person serving in an administrative capacity and appointed as an administrator at any State University.

“Academic administrator” shall mean an administrator whose administrative appointment is academic in nature. A non-academic administrator shall not become an academic administrator solely by virtue of being assigned to evaluate faculty and librarians in accordance with Article VIII, VIII-A or VIII-C.

4. Association. “Association” shall mean the Massachusetts Teachers Association/NEA as recognized pursuant to Article I, Section A, of this Agreement.
5. Association President. “Association President” and “President of the Association” shall mean the person serving from time to time as President of the Association. The parties recognize and agree that the Association may, in the discharge of its responsibilities hereunder, act through its affiliate, the Massachusetts State College Association, and that the Association and its affiliate are jointly and severally liable for the discharge of such responsibilities.
6. Association Representative. “Association representative” shall mean any representative of the Association who is a member thereof and who has been officially so designated in writing by the President of the Association to the Board of Higher Education acting through the Chair of the Council of Presidents, and where such representative has responsibilities that are confined to a single University, to the President of such University, and shall, without further designation, include the Chapter President.
7. Board and Board of Trustees. “Board” and “Board of Trustees” shall both mean the Board of Trustees of any State University as established pursuant to Massachusetts General Laws, Chapter 15A, §21, and shall mean the successor in interest of any such Board of Trustees. Actions to be taken by any Board or Boards of Trustees are rights and obligations created or imposed by the terms of this Agreement and as such are binding upon the Board of Higher Education as the employer under Chapter 150E.

8. Board of Higher Education. “Board of Higher Education” shall mean the Board of Higher Education established pursuant to Massachusetts General Laws, Chapter 15A, §4, or its successor in interest.
9. Campus. “Campus” shall mean all facilities and properties which are now or shall hereafter be designated by the Commonwealth of Massachusetts, acting by the Board of Higher Education, by a Board of Trustees or otherwise, for the exclusive use of any one or another of the State Universities, and shall, at the Massachusetts Maritime Academy, include any vessels used for training purposes or under the control of the Academy, including any vessel commonly known as the Training Ship.
10. Chapter. “Chapter” shall mean any organizational unit of the Association that is based at a single University.
11. Chapter President. “Chapter President” shall mean the member of the bargaining unit at each University who shall have been designated as such from time to time by the President of the Association.
12. Cognate Department. “Cognate department” shall, for purposes of Articles VI, VIII and VIII-C of this Agreement, mean a department determined by the Vice President to be a department the academic discipline of which is by common practice in the academic world deemed to be related to the academic discipline of the department in question or of the library. The Vice President may determine that the library is cognate to a department.
13. Commissioner. “Commissioner” shall mean the chief executive officer of the Board of Higher Education, or any person or persons acting in that capacity, duly appointed and authorized by the Board of Higher Education.
14. Cooperative Education. “Cooperative education” shall mean that mode of instruction in which a student is assigned work at an institution or agency with which the University has established programs of work-related studies and pursuant to which the regular direct supervision of such student is the responsibility of someone other than a faculty member. The responsibility of any faculty member with respect to cooperative education shall be confined to preliminary, periodic and final conferences with the student and his/her regular supervisor for the purpose of evaluating the student’s work and educational experience in accordance with the established guidelines of the cooperative education program at the University.
15. Council of Presidents. “Council of Presidents” shall mean the Presidents of the State Universities, including any person designated by any such President to act in his/her stead at any meeting thereof, or such number of Presidents as they may determine, either generally or for any specific purpose, to constitute a quorum thereof, acting solely in order to exercise any right or discharge any responsibility required or permitted to be exercised or discharged by the Council of Presidents pursuant to any provision of this Agreement.
16. Chair of the Council of Presidents. “Chair of the Council of Presidents” shall mean the President of a State University selected by the Council of Presidents from time to time to serve as the Chair of said Council in its exercise of the rights and discharge of the

responsibilities hereinbefore described. Notice of the President selected as the Chair shall be promptly provided to the Association.

17. Course Materials. “Course materials” shall mean lectures, exercises designed for online collaboration, multimedia developed for Web distribution, notes, outlines, syllabi, bibliographies, tests, instructional handouts, videotaped presentations and any like materials and documents (whether in electronic or other medium) that a member of the bargaining unit authors or creates in connection with the preparation or teaching of a course at a University.
18. Critique. “Critique” shall mean a course at the Massachusetts College of Art and Design in which the professional criticism of the student’s artistic and creative works or projects is the principal and paramount mode of instruction.
19. Day. “Day” shall mean a calendar day exclusive of December 24 through January 2. Deadlines falling on a Saturday, Sunday or holiday will occur on the next working day.
20. Dean. “Dean” shall, at each University, mean any person, however denominated, who is the administrative head of a College, School or Division of a State University, or any person serving or acting in that capacity, duly appointed and authorized therein by the President of such University and, further, shall mean any person holding the position, however denominated, of Dean of Undergraduate Studies or any person serving or acting in such capacity. The Academic Vice President may, consistent with usual and customary academic practice, delegate various Vice Presidential responsibilities to the Dean as those responsibilities are detailed in Articles VI, XII, XIV, and XV only, except as described below. Notwithstanding any other provision of this paragraph, the Dean shall not be assigned duties of the Department Chair as set forth in Article VI.

For purposes of Articles VIII, VIII-A and VIII-C, “Dean” shall mean any person, whose title is however denominated, who is the administrative head of a College, School or Division of a State University within which academic departments or libraries are housed, or shall mean any academic administrator appointed by the Vice President to fulfill the responsibilities of a Dean in the evaluation of those faculty and librarians in a designated area consisting of academic departments or libraries not within a School, College, or Division. No administrator in the division of graduate and continuing education shall evaluate day unit members as such or any work performed as part of the unit member’s day unit workload.

21. Department. “Department” shall mean any organizational unit of faculty at any University that is now, or may from time to time hereafter be, established and so designated by the President of such University; provided, however, that any such organizational unit shall cease to be a department if at any time hereafter it shall have been disestablished in accordance with any applicable provisions of this Agreement.

“Home Department” shall mean the membership of any full-time or salaried part-time faculty member in any department determined as described below:

- a. Semester hours of credit of instruction associated with reduced workload for Alternative Professional Responsibilities shall not be included in the computation.

- b. Except as is provided in the following paragraph (c), a faculty member shall be a member of the department in which he/she teaches the largest number of his/her semester hours of credit of instruction.
- c. In the case of any faculty member who teaches more than fifty percent (50%) of his/her semester hours of credit of instruction in a department to which he/she is on loan, so called, such faculty member shall be deemed to be a member of such department if he/she shall have been on such loan and shall have taught more than fifty percent (50%) of his/her semester hours of credit of instruction in such department for more than two (2) consecutive academic years, whether commencing with effect before or after the date of execution of this Agreement; such faculty member's home department shall otherwise be that department from which he/she is on loan.
- d. In the case of any faculty member who, by the terms of his/her initial appointment, will teach fifty percent (50%) of his/her semester hours of credit of instruction in one department and fifty percent (50%) of his/her semester hours of credit of instruction in another department, the Vice President shall determine the home department before the search begins.
- e. In the case of any faculty member who teaches fifty percent (50%) of his/her semester hours of credit of instruction in one department and fifty percent (50%) of his/her semester hours of credit of instruction in another department, such faculty member shall be deemed to be a member of that department, being one of the aforesaid two (2) departments, which was last determined to be his/her home department by application of the foregoing paragraphs (a), (b), (c) or (d).

Every full-time and salaried part-time faculty member shall have one (1) home department.

- 22. Department Chair. "Department Chair" shall mean any person appointed by the President of a University, in accordance with the provisions of Article VI of this Agreement, to fulfill the responsibilities set forth herein with respect to any department of such University.
- 23. Faculty and Faculty Member. "Faculty" and "faculty member" shall mean any member of the bargaining unit who holds a full-time appointment at a State University as one of the following, namely:
  - a. Professor,
  - b. Associate Professor,
  - c. Assistant Professor, or
  - d. Instructor,

including any such person who, holding such appointment, also holds the position of Department Chair, and further including (i) any person who holds a part-time appointment as Professor, Associate Professor, Assistant Professor or Instructor at the Massachusetts College of Art and Design, (ii) any person holding an appointment as a part-time Clinical Nursing Instructor at any University, (iii) the three (3) salaried part-time faculty in the English Department at Salem State University, and (iv) any

person holding a part-time appointment 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).

24. Fieldwork Supervision and Internship. “Fieldwork supervision” and “Internship” shall mean those modes of instruction in which a member of the faculty has responsibility for the educational objectives and for the observation, criticism and evaluation of a student in a learning experience in an area other than teacher education, such as, for example, human services or public services; the faculty member is expected to make regular on-site observations to the student and to confer with the student’s off-campus supervisor, if there be any.
25. Full-time Appointment. “Full-time appointment” shall mean such status of full-time employment, if any, as shall have been conferred upon any member of the bargaining unit as a term of such person’s appointment to teach twelve (12) semester hours of credit of instruction per semester, or the equivalent through the fulfillment of alternative professional responsibilities assigned pursuant to Article XII, or workload reductions made in accordance with this Agreement.
26. Graduate Faculty. “Graduate faculty” shall mean those members of the faculty who shall have been designated as such by the President at any University in accordance with criteria approved therefor after recommendation by the Graduate Education Council.
27. Graduate Teaching. “Graduate teaching” shall mean teaching a course that shall have been designated a graduate course by the President or his/her designee.
28. Grievance. “Grievance” shall mean a grievance as defined in Article XI of this Agreement.
29. Intellectual Property. “Intellectual property” shall mean a legally cognizable interest in a work or creation of whatever kind, including a copyright or patent.
30. Laboratory Instruction. “Laboratory instruction” shall mean that mode of instruction which consists of student learning activities, under the direction and supervision of a faculty member, using instruments, equipment and techniques appropriate to a particular discipline in which the student observes or measures phenomena, conducts experiments, undertakes projects, acquires specialized skills, and pursues similar kinds of experiences. “Laboratory instruction” shall not include instruction in a language laboratory.
31. Librarian. “Librarian” shall mean any member of the bargaining unit who holds a full-time appointment as one of the following, namely:
  - a. Senior Librarian,
  - b. Librarian,
  - c. Associate Librarian,
  - d. Assistant Librarian,
  - e. Library Associate, or
  - f. Library Assistant.

32. Library Director. “Library Director,” “Director, Library,” “Director of the Library,” “Dean of the Library” and “Director of the Learning Resource Center” shall each mean the person, bearing whatever title, who, not being a member of the bargaining unit, from time to time holds the position of Library Director at a University or who from time to time is authorized to act in that capacity, whether solely for the purposes of this Agreement or otherwise.
33. Nursing Clinical Supervision. “Nursing clinical supervision” shall mean that mode of instruction of students in which a member of the faculty provides patient care within a health care facility.
34. Official Personnel Correspondence. “Official personnel correspondence” shall mean correspondence from the Board of Trustees or from the Administration of any University to or concerning a member of the bargaining unit which states therein that it is Official Personnel Correspondence and which gives notice of any personnel action taken or proposed to be taken or of any official commendation, reprimand or disciplinary action, or from the Commissioner pursuant to the provisions of Article XX.
35. Part-time Appointment. “Part-time appointment” shall mean such status of employment as shall have been conferred upon any member of the bargaining unit as a term of such person’s appointment to the rank of Professor, Associate Professor, Assistant Professor or Instructor at the Massachusetts College of Art and Design, as a Clinical Nursing Instructor at any University, the three (3) salaried part-time faculty in the English Department at Salem State University and further including any part-time unit member holding a part-time appointment 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).
36. Physical Education Activity Courses. “Physical education activity courses” and “activity courses” shall mean that mode of instruction within any department of physical education, however denominated, in which the principal course work is the teaching of skills in some physical, athletic or recreational activity.
37. President. “President,” when not otherwise qualified, and “President of the University” shall both mean the chief executive officer of each State University or any person or persons acting in that capacity, duly appointed and authorized therein.
38. Professional Maritime Faculty. “Professional Maritime Faculty” shall mean a full-time faculty member at the Massachusetts Maritime Academy who is appointed, accepts a transfer in accordance with Article XX, Section C(9), or who agrees to a change in designation to perform services during the work year, as provided in this Agreement and who holds a United States Coast Guard Merchant Marine License and valid STCW documentation for the license held.
39. Program Area. Except as otherwise expressly provided in Article VI with reference to librarians, “program area” shall, at any University, mean any organizational unit of faculty, librarians or faculty and librarians that does not have the status of a department and that is now, or may from time to time hereafter be, established and so designated by the President of such University and shall include any subordinate unit, so designated by the President of such University, within any department or departments or within any other organizational unit of faculty; provided, however, that any such organizational unit

shall cease to be a program area if at any time hereafter the President shall have ceased so to designate it.

40. Program Area Chair. “Program Area Chair” shall mean any unit member appointed by the President of a University, in accordance with the provisions of Article VI of this Agreement, to fulfill the responsibilities set forth herein with respect to any program area of such University.
41. Promotion. “Promotion” shall mean advancement from a lower faculty rank to the next higher faculty rank or advancement from a lower librarian rank to the next higher librarian rank, whichever may be applicable.
42. Rank. “Rank” shall mean any one of the four (4) faculty ranks of Instructor, Assistant Professor, Associate Professor and Professor, and any one of the six (6) librarian ranks of Library Assistant, Library Associate, Assistant Librarian, Associate Librarian, Librarian and Senior Librarian.
43. Regiment of Cadets. “Regiment of cadets” shall mean, collectively, all uniformed undergraduate students enrolled at the Massachusetts Maritime Academy excepting certain non-traditional commuter students.
44. Retrenchment. “Retrenchment” shall mean the laying off of any member of the bargaining unit pursuant to the provisions of Article X, X-A or X-B of this Agreement, respectively, and shall not mean termination.
45. Salaried Part-time Faculty Member. “Salaried part-time faculty member” shall mean those part-time members of the bargaining unit who are described in Sections H(1) and H(2) of Article XIII of this Agreement and shall not mean any of those part-time members of the bargaining unit who are described in Sections H(3) of Article XIII of this Agreement.
46. Sea Term. “Sea Term” shall mean the whole of an annual training exercise. Such period shall constitute the period of sea time required as a prerequisite for licensing under applicable Federal Regulations and shall not exceed seventy (70) days aboard the Training Ship.
47. 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.
48. State Universities. “State Universities” and “Universities” shall mean, collectively, Bridgewater State University, Fitchburg State University, Framingham State University, the Massachusetts College of Art and Design, the Massachusetts College of Liberal Arts, the Massachusetts Maritime Academy, Salem State University, Westfield State University and Worcester State University; when used in the singular, the terms “State University” and “University” shall mean any one or another of such State Universities. These institutions were formerly known as State Colleges until the effective date of

Chapter 189 of the Acts of 2010. The term “State Universities” shall refer to the institutions formerly known as State Colleges.

49. Status of Training Ship. For the purposes of this Agreement, the status of the Training Ship at the Massachusetts Maritime Academy shall be as follows:
- a. Sea Term Status. “Sea Term status” shall mean any period when the Training Ship is not on dockside status or shipyard status, it being understood that such period shall be of a duration sufficient to meet the sea time requirements for licensing under applicable Federal Regulations; but shall not exceed seventy (70) days aboard the Training Ship.
  - b. Dockside Status. “Dockside status” shall mean any period during which the Training Ship is made fast alongside the Academy pier in Buzzards Bay except any such period during which the Training Ship, while so made fast, is determined by the President of the Academy or his/her designee to be on Sea Term status or shipyard status.
  - c. Shipyard Status. “Shipyard status” shall mean any period during which the Training Ship is proceeding to, is located at, or is returning from a shipyard or similar repair facility for the purpose of overhaul, repair or dry docking, and shall include a period of not less than ninety-six (96) hours prior to the Training Ship’s getting underway from the Academy pier in Buzzards Bay, and a period of not less than twenty-four (24) hours subsequent to its returning alongside the Academy pier in Buzzards Bay.

The status of the Training Ship, including the date and time of the commencement and termination of any such status, shall be determined from time to time by the President of the Academy.

50. Student. Unless otherwise specified, “student” shall mean any person enrolled as a student at a University and shall include any “cadet,” so called, at the Massachusetts Maritime Academy; and for the purposes of Article VII of this Agreement, a “full-time student” shall mean any student who, at the time of his/her selection to act in a representative capacity pursuant to the provisions of the said Article, is enrolled at a University in courses valued at not fewer than twelve (12) semester hours of credit per semester.
51. Student Government Association. “Student Government Association” shall mean the Student Government Association, however denominated, at each State University.
52. Student Teaching Supervision. “Student teaching supervision” shall mean that mode of instruction in which a faculty member observes, critiques and evaluates a student teacher and confers with the supervisors of a student in an early-childhood, elementary, middle, junior high or secondary school classroom experience; the faculty member is expected to make regular on-site observations of the student and to confer with the student’s off-campus supervisor, if there be any, in accordance with state regulations.
53. Studio Instruction. “Studio instruction” shall mean that mode of instruction in such courses as art, music and performance which are essentially skill-oriented and/or for the development of creativity.



54. Temporary Appointment. “Temporary appointment” shall mean a non-tenure track full-time appointment to a position within the bargaining unit. Such appointment shall not exceed six (6) consecutive academic semesters.
55. Tenure. “Tenure” as used in this Agreement shall mean the right of certain members of the bargaining unit to be terminated only upon a finding of just cause and a review and hearing prior to termination, all as is provided for in this Agreement.
56. 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 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 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 science. 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.

For faculty in the Engineering Department at the Massachusetts Maritime Academy, the Master of Science in Engineering (M.S.E.) shall be deemed to be a terminal degree when a bargaining unit member who holds such a degree also holds a Professional Engineering License.

- c. Solely for the purpose of calculating a minimum salary (Articles XIII and XIII-A), any member of the faculty who holds the degree Master of Fine Arts (M.F.A.) that was awarded by an accredited college or university prior to December 31, 1977, shall be deemed to hold a terminal degree notwithstanding the fact that such degree was awarded on the basis of thirty (30) units of graduate credit; provided, however, that such degree shall be deemed to be a terminal degree for such purposes only if such faculty member shall have documented all additional uncredited work (e.g., an oral exam, a written thesis, or a final exhibition) that was a prerequisite to the awarding of such degree.

Any member of the faculty who holds a degree of Master of Fine Arts (M.F.A.) of the kind described in the preceding paragraph shall, in order to establish that it is a terminal degree for the purposes aforesaid, arrange to have the institution(s) awarding the degree(s) mail a certified copy of his/her transcript directly to the Academic Vice President. A certified academic transcript bears the official seal of the granting institution and is transmitted directly by it.

For those members of the faculty who earned the Master of Fine Arts (M.F.A.) degree after December 31, 1977, the terminal degree requirement shall be sixty (60) credit hours.

- d. Those members of the faculty who possess a Master of Fine Arts (M.F.A.) degree in a specific area (e.g., Creative Writing) will be deemed to hold a terminal degree only if they have met either of the criteria listed in the foregoing clause (c) and were hired to teach in the area in which they hold such degree (e.g., the posting listed as a required qualification an M.F.A. - Creative Writing), and such terminal degree shall thereafter be deemed to be a terminal degree for all purposes under this Agreement.
  - e. Effective July 9, 2018, the degrees of Master of Business Administration (M.B.A.), Master of Fine Arts (M.F.A.) and of Master of Science in Nursing (M.S.N.), each with a total of at least sixty (60) graduate credits (including credits for the degree), shall be regarded as a terminal degree. For those faculty whose area of teaching is primarily in the creative and performing arts, the Master of Fine Arts (M.F.A.) with a total of at least forty-five (45) graduate credits (including credits for the degree) shall be regarded as a terminal degree. For degrees in Accounting only, a Master of Science with a total of at least sixty (60) graduate credits (including credits for the degree), shall be regarded as a terminal degree.
57. Termination. "Termination" shall mean the permanent severance of an existing employment relationship initiated by the administration of a University or by the Board of Trustees and shall not mean the non-renewal of a contract of employment.
  58. Training Craft. "Training craft" shall mean and include any vessels, in addition to the Training Ship, used by the Massachusetts Maritime Academy for training purposes or instructional purposes.
  59. Training Ship. "Training Ship" shall mean any vessel, being that commonly known as the "Training Ship", made available to the Massachusetts Maritime Academy pursuant to the provisions of the Maritime Education and Training Act of 1980, as amended, or otherwise, and used in the annual Sea Term.
  60. Undergraduate Teaching Assistant Supervision. "Undergraduate Teaching Assistant Supervision" shall mean faculty supervision of an undergraduate student or students who are earning course credit for assisting in the teaching of an undergraduate class. Supervision by the faculty member includes instruction in course content as well as guidance in pedagogical approaches. Undergraduate Teaching Assistants shall not grade undergraduate course work.

61. Unit. In addition to its use in the terms “bargaining unit” and “unit member,” as used in definition 39 above, Article X, Section E, and Article X-A, Section F, “unit” shall include Department, Program Area, Library and other similar related administrative organizational units pertaining to the performance of bargaining unit work.
62. Vacancy. “Vacancy” or “vacant position” shall mean (other than references to department chair vacancies or vacancies on committees established in Article VII) a vacancy at any University in an approved full-time or salaried part-time professional (AA) position for which moneys have been appropriated and allocated and which the Board, acting by its agents or otherwise, intends to fill.
63. Vice President or Provost. Unless otherwise expressly provided, “Vice President, Academic Affairs,” “Vice President,” or “provost” shall mean, at each University, the Vice President, Academic Affairs, or any person or persons serving in that capacity, duly appointed and authorized therein.
64. Visiting Professor. “Visiting professor” shall mean a full-time faculty member appointed at any rank for a single semester or a single academic year in order to fulfill some special academic need or provide some special enhancement to an existing program. Any such appointment may be made pursuant to the first paragraph of Article XX, Section B.
65. Working Day. “Working day” shall mean any day on which the administrative offices of a University are open for business.
66. Work Year. “Work year” shall mean the following:
  - a. In the case of every faculty member other than a faculty member to whom paragraph (c) is applicable, the academic year;
  - b. In the case of every librarian, the twelve (12) month period from and including September 1 to and including the August 31 following; and
  - c. In the case of every Department Chair, the academic year together with such additional period or periods as are provided for in Section G of Article VI.