

## ARTICLE III - USE OF COLLEGE FACILITIES

### B. MEMBERS OF THE BARGAINING UNIT

1. Each faculty member shall have office space, a desk and chair. Each librarian shall have access to office space, a desk and chair to the same extent that he/she had access on June 30, 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. 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.

To support unit members in their Academic Departments, including secretarial and clerical assistance for chairs in their responsibilities as defined in Article VI Section A, each Academic Department shall be assigned a full-time administrative assistant.

4. Essential teaching supplies such as paper, examination books, chalk and like materials, and stationery for use in University business, subject to the availability of the same, shall, upon request, be provided in reasonable amounts to members of the bargaining unit.

At each University, up to fifty (50) laboratory coats shall be provided at no cost to those faculty teaching in laboratories and in the industrial and fine arts. Notwithstanding the foregoing, the Boards shall not be required to expend more than Three Thousand Five Hundred Dollars (\$3,500.00) cumulatively, at the State Universities, for the purpose of providing such coats.

In addition thereto the Board shall continue to provide sufficient typewriter, duplicating and computer equipment in good repair for the use of members of the bargaining unit, and shall do so in a manner that maintains typewriting, duplicating

and computing services at a level not less than that which exists immediately prior to the date of execution of this Agreement.

5. To the extent that the same are now provided in the existing buildings of each University, the Board shall continue to provide in each such building that is used by members of the bargaining unit in the discharge of their responsibilities each of the following, namely:
  - a. Clean, separate restrooms and lavatories for unit members; and
  - b. A faculty lounge furnished with appropriate lounge furniture.
6. The Board shall provide service for the distribution of all unit members' mail throughout the calendar year. During the months of June, July and August, the Board shall forward the first-class mail of any unit member who shall have submitted a written request for that purpose to the business office of the respective University, which request shall state the address to which such mail is to be forwarded.
7. The Board shall provide and maintain at each University properly surfaced parking facilities without cost for members of the bargaining unit, such parking facilities to be located as close as is practicable to the appropriate teaching and/or work areas of bargaining unit members. The Board further agrees that the number of designated unit member's parking spaces shall be at least equal to the number of parking spaces presently used by bargaining unit members.

At those Universities where on the date of execution of this Agreement there exist secured parking facilities for the use of bargaining unit members, rules and regulations pertaining to such facilities in effect on the date of execution of this Agreement shall not be altered or amended without the prior agreement of the Association.

Notwithstanding the foregoing there shall be reserved at each University preferred unit member parking spaces for those unit members who are handicapped or otherwise disabled, in accordance with the provisions of Chapter 5 of the General Laws of the Commonwealth.

In addition, each University shall maintain a system of parking stickers which shall be issued upon request to bargaining unit members annually at a cost for the sticker of not more than One Dollar (\$1.00). No additional sticker charge shall be made at secured facilities. Bargaining unit members shall maintain parking stickers on vehicles used by them in all parking facilities.

The University agrees to enforce rules prohibiting the unauthorized use of such designated facilities.

In addition, if the designated areas are filled or be otherwise unavailable, bargaining unit members shall be permitted to park in spaces other than those so designated for unit members whenever such unit member's vehicle has a unit member parking sticker affixed thereto.

8. The Board shall maintain reasonable security for instructional equipment, libraries and offices. The Board shall honor unit members' expectation of privacy in campus areas such as their offices, the offices of the Association, restrooms and locker rooms, and shall not use surveillance technology in such areas except as necessary for criminal investigations and in accordance with judicial standards. Additionally, no surveillance technology shall be used in classrooms, studios, laboratories, or meeting rooms except as necessary for criminal investigations and in accordance with judicial standards.
9. Members of the bargaining unit shall have access to computers or computer terminals at the University at which they are employed for the purpose of discharging their duties hereunder, provided that such access shall be governed by any applicable rules and regulations in effect from time to time at such University regarding the use of any such computer or terminal. No such computer or terminal shall be used for Association business.
10. All unit member work areas shall be cleaned regularly.
11. Part-time members shall have the use of university facilities to the extent that the same were provided at each University on June 30, 2023. Each University shall provide University e-mail addresses and access for part-time members during the semesters when they are teaching at the University.
12. Unless a member of the bargaining unit and a University otherwise agree, a unit member who creates intellectual property in any book, monograph, academic paper, article, course materials, musical composition, work of art, dissertation, thesis, software program, or like material shall own and hold all rights to such intellectual property; provided, however, as follows:
  - a. that the ownership of any such right in any work whose creation was sponsored by a grant from a source external to Massachusetts public higher education shall be assigned by the terms of the grant;
  - b. that nothing in this subsection shall be deemed to vest in any member of the bargaining unit any property right in or to any committee report, the content of any catalogue or any like material produced or created within the scope of his/her employment as a member of the bargaining unit; and
  - c. that nothing in this Agreement shall be deemed to permit any member of the bargaining unit to charge to the University or to any student a fee in connection with the use of such unit member's course materials in

connection with the performance of his/her own responsibilities as a member of the bargaining unit.

A. SAFETY PROCEDURES

The Boards shall comply with any and every applicable statute, federal and state, and with any such rules and regulations as may be promulgated thereunder, that govern the conditions of health and safety in the place of work of its employees. Each University may promulgate and enforce any such rules and regulations as it may deem appropriate from time to time to provide for the safety of its employees and to ensure compliance with any such statute or with the rules and regulations promulgated thereunder. Prior to the promulgation of any such rules or regulations by the University, the President of the University shall first consult with the Chapter President regarding such rules and regulations and their enforcement; provided, however, that such consultation shall not be required in respect of any such rules and regulations in force at any University on the date of execution of this Agreement.

Whenever, upon the recommendation of the Library Director or the Library Program Area Chair, as may be appropriate, the Vice President shall have determined that the work environment in the library or a portion thereof shall be intolerable, he/she shall take such steps as may be practical to provide alternative work areas for the performance of the unit member's contractual responsibilities.

Whenever any Board shall have been informed or shall have other cause to believe that any work location or part thereof is unsafe or unhealthy, it shall investigate the same and shall, as soon as may be practicable thereafter, take such steps as it deems necessary and appropriate to correct any unsafe or unhealthy condition that it determines actually to exist.

At the request of the Chapter President, the Board shall provide annual asbestosis tests, at no cost to any member of the bargaining unit, to those members of the bargaining unit who, while in the employ of the Board, have worked in buildings or other facilities where asbestos is or has been present. Members of the bargaining unit shall be provided information concerning test results promptly upon receipt of the information by the University.

Grievances involving the interpretation or application of the provisions of this Section may be processed through Step 2 of the Grievance Procedure contained in Article XI but shall not be processed to Step 3 or Step 4 thereof.

Grievances not resolved at Step 2 may be submitted by the Association for consideration by the Employee Relations Committee.

Consistently with the preservation of rights of privacy and the effective conduct of investigations by law enforcement personnel, the University shall, if the same are known to it, inform members of the bargaining unit of any threats made against their persons or property by any individual or group, including any member of the academic community.

B. MONITORING OF ELECTRONIC COMMUNICATION

1. The parties recognize that a substantial portion of any information (including e-mail and other communications and records of account usage) that is stored on a computer legally constitutes public records and is accessible as such to any person at any time. The Board and the Universities therefore agree to treat such information as confidential only if and to the extent that it does not constitute a public record, provided always that the Board and the Universities need not treat any information as confidential if the person whose confidential information it is (including any person to whom a communication has been transmitted) discloses it or otherwise disclaims its confidential nature. The Board and the Universities shall not, in an arbitrary manner, selectively record or monitor the information transmitted or stored by unit members. Nothing in this undertaking shall:
  - a. constitute the Board or any University the guarantor of the privacy of any such information;
  - b. prohibit a University from having access to such information in order, in accordance with an acceptable use policy, to (i) back up and maintain the functionality of its electronic communications systems, (ii) enforce any lawful prohibition against the use of such systems for personal or commercial purposes, (iii) prevent or investigate unauthorized access to such systems, (iv) enforce any requirements of law, and (v) enforce any software or other licensing agreements or copyrights;