

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made this 1st day of March, 2005, by and between the Board of Higher Education (the "Board") and the Massachusetts Teachers Association (the "Association"), acting by the Massachusetts State College Association.

1. Background. The Board and the Association are parties to a collective bargaining agreement that was made between them on May 10, 2001, for an initial term commencing on July 1, 2001, and expiring on June 30, 2003 (the "2001 Agreement"). During a period that commenced in January of 2003, the Board and the Association have conducted negotiations concerning the provisions to be included in a new collective bargaining agreement. In the course of those negotiations, the Board submitted to the Association a comprehensive proposal that bears the date July 28, 2004 (the "July 28 Proposal"). On February 18, 2005, the Board and the Association concluded their negotiations with respect to the provisions to be included in a new collective bargaining agreement whose term will commence on July 1, 2004, and expire on June 30, 2007 (the "2004 Agreement").

2. Purpose. The purpose of this Memorandum of Agreement is to record the agreements that the Board and the Association, acting by their respective representatives, have made with respect to the provisions that are to be contained in the 2004 Agreement.

3. Agreements: The 2004 Agreement

a) General

i) The 2001 Agreement. The provisions contained in the 2001 Agreement shall be incorporated into the 2004 Agreement except as those are amended by the following particular agreements concerning the provisions of the 2004 Agreement.

ii) Campus School Teachers. There shall be deleted from the 2001 Agreement all provisions pertaining to campus school teachers. The parties hereby agree that if, during the term of the 2004 Agreement, any College employs any one or more persons as campus school teachers, the provisions that are contained in the 2001 Agreement and that pertain to campus school teachers shall, subject to any such further agreements as the parties may then make, be of application to every such person. For these purposes, the parties shall preserve Articles VIII-B and XII-B in blank.

b) Particular Agreements

i) Article I - Recognition and Definitions

A) Section D: The definition of "Course Materials" and the definition of "Intellectual Property" shall be included in section D in the manner depicted in the July 28 Proposal.

- B) Section F: Subsection 2, “Anonymous Complaints”, shall be incorporated into section F in the manner depicted in the July 28 Proposal, save only that there shall be included in clauses (a) and (f) a reference to Article VIII-C and to Article XII.
- ii) Article II - Relationship Between the Board and the Association
- A) Section C: The final paragraph of section C(2) shall be amended by deleting the date October 31, 2001, and inserting the date October 31, 2005.
 - B) Section E: The first paragraph of section E shall be amended in the fashion depicted in the July 28 Proposal.
- iii) Article III - Use of College Facilities
- A) Section B: Section B shall be amended by adding a final sentence to subsection 11 and by adding subsection 12, both as depicted in the July 28 Proposal.
 - B) Section D: Section D, as depicted in the July 28 Proposal, shall be added to Article III.
- iv) Article IV - Supplemental Benefits and Holidays
- A) Section A:
 - 1) Subsection 1(a) shall be amended in the manner depicted in the July 28 Proposal; and subsection 1(b) shall be amended by adding to it the final paragraph (but not the penultimate paragraph) depicted in the July 28 Proposal.
 - 2) Subsection 1(i) shall be incorporated into section A in the manner depicted in the July 28 Proposal.
 - 3) Subsection 2 shall be incorporated into section A in the manner depicted in the July 28 Proposal; the ensuing subsections shall be renumbered.
 - 4) Subsection 3 shall have added to it a reference to an employee’s domestic partner, stepchild and domestic partner’s child.
 - 5) Subsection 6 shall be incorporated into section A in the manner depicted in the July 28 Proposal; the ensuing subsections shall be renumbered.

B) Section B: Subsection 1(e) shall be incorporated into section B in the manner depicted in the July 28 Proposal.

C) Section I: Subsection 2 shall be rewritten as follows:

- 1) by making provision in its first paragraph for contributions to the Health and Welfare Fund at the current rate of \$10 until June 30, 2006, and, thereafter, at the rate of \$11; and .
- 2) by inserting in such paragraph the following sentence in place of the existing final sentence:

If at any time, by a collective bargaining agreement executed on or after March 1, 2005, any bargaining unit of state employees that is represented by the Massachusetts Teachers Association or an affiliate of it secures a contribution to the Health and Welfare Fund for the fiscal year commencing on July 1, 2004, or for the fiscal year commencing on July 1, 2005, or for the fiscal year commencing on July 1, 2006, that is greater, for the whole or any part of any of such fiscal years, than the corresponding contribution required to be made under this paragraph, then the amount of the contribution so secured shall, for the whole or any part of such fiscal years, be the contribution required to be made to the Health and Welfare Fund under this paragraph.

D) Section J: Subsection 2 shall have added to it the following proviso:

provided, however, that leaves of absence granted (i) to enable a member of the bargaining unit to take up an appointment as an academic administrator in the manner described at Article XX, §____[as depicted at item XX (D) below], or (ii) for the purpose described in this Article IV at Section B(1)(d) shall be able to be granted for periods of any duration.

v) Article V - Academic Freedom and Responsibility

A) Section A: The provisions of section A shall be rewritten to conform them to the language contained in the July 28 Proposal, except that the final paragraph of the July 28 Proposal shall be stricken.

B) Section B: The second and third paragraphs of section B shall be rewritten to conform them to the language contained in the July 28 Proposal.

vi) Article VI - Selection and Responsibilities of Department Chairs

- A) Section A: The first paragraph of section A shall be amended to incorporate into it item 15 as depicted in the July 28 Proposal but with the insertion of the words “non-unit” before the word “staff;” the next item shall be renumbered. The parties will record in a side letter their common understanding of what the responsibilities depicted in item 15 encompass.
- B) Section G: Subsection 2 of section G shall be rewritten to make provision for stipends in the amount of \$1650 for each academic semester.
- C) Section J: Subsection 2 of section J shall be amended as follows:

The first paragraph shall be rewritten as follows:

At any College which, on the first day of any academic year falling within the term of this Agreement, shall have in its employ six (6) or more Librarians who are members of the bargaining unit, the Library shall (but subject, if applicable, to the provisions of Section D(1)(b)(i) of Appendix A of Article VII, and otherwise as the President shall have determined after consultation with the Librarians) be constituted and be deemed to be a program area. At any Library so constituted, the President shall designate one among the Librarians who are members of the bargaining unit to discharge, during such academic year, those responsibilities, including, without limitation, the conduct of evaluations, which are required by the provisions of Section A of this Article VI to be performed by a Department Chair and which are relevant and appropriate to the conduct of affairs within the Library. The Librarian so designated by the President shall be known as the Program Chair.

- D) Section L: Section L shall be amended in the manner depicted in the July 28 Proposal.

vii) Article VII - Participation in the Decision-Making Process

The provisions of Article VII of the 2004 Agreement shall be those set out in their entirety on the attached Appendix A; Appendix A of Article VII shall be Article VII of the 2001 Agreement in its entirety.

viii) Article VIII - Evaluations

- A) Section A:

- 1) Subsection 3 shall have added to it language that makes provision for the following:

Whenever a librarian teaches a credit course pursuant to the provisions of this Agreement, his or her teaching shall be evaluated pursuant to the provisions of this Article VIII that pertain to the evaluation of a faculty member's teaching.

- 2) Subsection 4 of section A shall be amended in its second paragraph by inserting, in place of the amendment depicted in the July 28 Proposal, the following words:

it being the understanding of the parties that for promotion to each higher rank, a higher order of quality may properly be demanded.

B) Section B:

- 1) Subsection 1 shall be amended in the manner depicted in the July 28 Proposal.
- 2) Subsection 3 shall be amended as follows:

Part Time Members of the Faculty

Every part-time member of the faculty shall be evaluated during the first semester of his/her employment as such and, thereafter, during (a) the fourth (4th) ensuing semester in which he or she teaches or (b) the semester in which he/she teaches the twentieth (20th) credit (at Framingham State College, the seventh (7th) course) following the semester in which the last evaluation was conducted: whichever first occurs. Nothing in this paragraph shall require the evaluation of a part-time faculty member more frequently than once in any academic year unless the Vice President shall require one or more frequent evaluations in the case of any individual part-time member of the faculty.

- C) Section C: Subsection 1 shall be amended in the manner depicted in the July 28 Proposal.

D) Section D:

- 1) Clause (i) of subsection 1(a) and clause (i) of subsection 2(a) shall be rewritten to record the fact that the Student Instructional Report II ("SIRII"), as it may be amended from time to time, shall be used in the conduct of student evaluations; and clause (ii) of subsection 1(a) and clause

(ii) of subsection 2(a) shall be rewritten to eliminate the “sunset” language and to preserve the “hold harmless” provision both for the period preceding the implementation of the parties’ Memorandum of Agreement of July 17, 2000, and for the period since June 30, 2003.

- 2) Subsection 1(b) shall be amended in the manner depicted in the July 28 Proposal.
- 3) Subsection 2(b) shall be amended in the manner depicted on the July 28 Proposal.

E) Section E:

- 1) For persons first granted a tenure-track appointment on or after January 1, 2006, provision shall be made in subsection 2 for the conduct of evaluations by the Peer Evaluation Committee only in the second, fourth and (optionally) sixth year of such appointment.
- 2) Subsection 2(c) shall be amended to make provision for the preliminary evaluation of librarians by a peer evaluation committee in the same manner as is provided for faculty in subsection 2(a)(i).

F) Section F: Subsection 1(b) shall be amended in the manner depicted in the July 28 Proposal.

G) Section H: The first three paragraphs of subsection 2 shall be deleted and shall be replaced by provisions that constitute a College-wide tenure committee at each College composed as follows:

- 1) At the six larger Colleges, four persons qualified to serve on the Promotions Committee and elected to staggered terms in the manner in which members of the Promotion Committee are elected;
- 2) At the three smaller Colleges, two persons qualified to serve on the Promotions Committee and elected to staggered terms in the manner in which members of the Promotions Committee are elected; and
- 3) At all Colleges, one person elected by and from among the tenured members of the department (including the library) of the candidate for tenure. The chair of such department shall serve as a non-voting consultant to the committee.

From the first three paragraphs of subsection 2 as it appears in the 2001 Agreement, there shall be retained the contents of the proviso in the first sentence of the third paragraph and the second, final sentence of that paragraph.

The deadline for the tenure committee's recommendations to the vice president shall be moved back (in Appendix M) to March 15.

- H) Section N: Section N shall be amended in the manner depicted in the July 28 Proposal.
- I) Section O: The dates in section O shall be corrected to be made of application to each of the three annual merit increases that are granted under Article XIII.
- J) Section P: Section P, as depicted in the July 28 Proposal, shall be added to Article VIII as a new section Q.
- K) Other: A new section R shall be added, which shall, in the fashion of Sections P and Q, make like provision for the evaluation of persons employed as members of the faculty in the program in social work at Westfield State College.

ix) Article VIII-C - Post-Tenure Review

The provisions of Article VIII-C of the 2004 Agreement shall incorporate the following:

There shall be created two alternative processes for post-tenure review in the 2004 Agreement; they will be denominated Alternative One and Alternative Two. Members of the bargaining unit who hold tenure on the date of execution of the 2004 Agreement will be required to give notice to their department chairs no later than September 30, 2005, of their decision to elect one or the other alternative; a failure to give such notice will constitute an election of Alternative Two. (The parties agree that persons who, by reason of illness or absence on leave, are disabled from giving notice by September 30, 2005, will be afforded an opportunity to give such notice after that disability ceases.) Every such election shall be binding from the time at which it is made through and including the academic year 2008-2009, but it shall have no binding effect thereafter.

A) Alternative One

Alternative One will be of application during an initial four-year period commencing in academic year 2005-2006 and ending in academic year 2008-2009. Twenty-five percent of the persons electing Alternative One will be reviewed in accordance with its requirements during each of those four years; the year of each

person's review will be chosen during October of 2005 at the person's election in the order of seniority, which, for the purposes of this Article VIII-C, shall be measured by the length of their membership in the bargaining unit, subject to the rule that no more than 25% of the persons electing Alternative One will be reviewed in any one year.

At the request of the unit member and for good cause shown (including serious illness or an emotional or other disruption of similar magnitude), with documentation from a physician or licensed mental health practitioner, the President shall postpone for one year a review otherwise scheduled to be conducted. The period of such disruption shall not be included in the review period of any subsequent post-tenure review.

A member of the bargaining unit who is a candidate for promotion in the year in which he or she is scheduled to be reviewed shall be reviewed in the following year.

If a department chair does not hold tenure or is being reviewed, a tenured member of the department, elected by and from among the tenured members of the department, shall serve in the chair's stead for all purposes under this Article.

The post-tenure review will address itself to the unit member's performance during the period from and including his or her original tenure evaluation or last promotion evaluation, whichever most recently occurred, except only that the review period shall not encompass more than the preceding five academic years unless the unit member whose review it is elects to have a longer period reviewed.

Materials for the review shall consist of the following:

- 1) all the materials that are described in section D(1) or D(2) of Article VIII of the 2004 Agreement and that pertain to the review period; and
- 2) a statement prepared by the unit member that addresses, with reference to the criteria depicted in Article VIII, §A(1) (faculty) or §A(3) (librarians), his or her academic and professional activities, including his or her continuing scholarship, during the review period.

The materials shall be submitted to the vice president by September 30 of the review year, except only that for reviews to be conducted during academic year 2005-2006, the materials shall be submitted to the vice president within thirty days following the date on which the unit member

is informed that his or her review will take place during that year. The department chair shall conduct a classroom visit during the fall semester of the review year, and the record of that visit shall be included with the materials.

The vice president shall conduct and complete the review by April 1st of the review year. In doing so, he or she may consult with the chair of the unit member's department or, in the case of librarians, with the Director of the Library. The vice president shall record his or her determination that the unit member's work is "not acceptable," "meritorious" or "exemplary" and shall set forth clear and convincing reasons for it. A copy thereof shall be transmitted to the chapter president. Within ten days following receipt of the vice president's decision, the unit member shall have the right to submit a response for inclusion with the review material and, within ten days thereafter, shall have the right, in company with an Association representative, to meet and discuss the assessment with the vice president. Within five days following such meeting, the vice president, who shall not have the authority to reduce a rating but may increase one, shall communicate his or her final decision to the unit member in writing. A copy thereof shall be transmitted to the chapter president.

Within five days thereafter, the unit member may elect, by a written notice, to appeal the vice president's assessment to the president. At the request of the unit member made with such notice, the president, within ten days thereafter, shall convene a meeting with the unit member, in company with an Association representative, to discuss the vice president's assessment. Within five days following such meeting (or within five days following the written notice of appeal if no such meeting has been requested), the president, who shall not have the authority to reduce a rating, shall communicate his or her final decision to the unit member in writing. A copy thereof shall be transmitted to the chapter president.

A rating of "exemplary" shall yield a base-rate salary increase of 6%; a rating of "meritorious" shall yield a base-rate salary increase of 3%; a rating of "not acceptable" shall yield no base-rate increase. Each base rate increase shall be based on the unit members salary as it was on the preceding October 1 and shall have effect on the preceding July 1. Each College shall annually expend not less than 0.5% of the unit payroll in the form of base-rate increases under these provisions.

A rating of "not acceptable" shall not suspend a unit member's eligibility for promotion, nor shall it bar a unit member from review under Alternative One following the academic year 2008-2009.

A unit member who receives a rating of “not acceptable” shall thereupon have the right to make the following election:

- 1) to accept the rating and take no further action; or
- 2) to engage in a professional development plan in the manner described below.

Following completion of a professional development plan, a further review will be conducted and the unit member will then be eligible, with effect on the then-preceding July 1, for the base-rate pay increases described above.

If a unit member elects a professional development plan, it will be put in place and implemented in the following fashion:

- 1) The Vice President shall prescribe the plan of professional development by May 15th of the review year after consultation with the Department Chair or Director, Library, as may be appropriate, and the unit member. The unit member shall have the right to bring an Association representative to any meeting with the Vice President when the plan of professional development is being discussed.
- 2) The plan of professional development shall prescribe the action that should be undertaken for improvement and the criteria that will be used to determine whether the unit member’s performance remains not acceptable. The College shall bear any costs associated with the completion of the plan of professional development, including the cost of workload reductions necessary to complete the plan. The plan of professional development under this Article is different and separate from the plan described in Article XIV of this Agreement.
- 3) The content of the plan of professional development may be appealed to the President. The unit member shall have the right to meet with the President to discuss the appeal and to bring an Association representative to such meeting. The President shall decide on the content of the plan within a week of the meeting with the unit member.
- 4) At the conclusion of the period of professional development, and by May 31st of the development year (or sooner if a request is made) the unit member’s performance shall be evaluated by the Vice President.

- 5) If the Vice President rates the unit member's work not acceptable, the unit member may elect to participate in an extended/revised plan for a period not to exceed an additional academic year. Implementation of the plan shall be governed by the preceding paragraphs (2) and (3).
- 6) After completion of the second plan of professional development (or sooner if a request is made) the unit member shall again be evaluated in accordance with the preceding paragraph (4).
- 7) If the Vice President rates the unit member's work not acceptable after the second professional development plan, the process may repeat itself.
- 8) During the period when a unit member is engaged in a plan of professional development, the unit member shall be entitled to be re-evaluated upon his/her request by the Vice President in order to try to improve his/her rating. A re-evaluation shall be done in accordance with the procedure described in the preceding paragraph (4) within thirty (30) days of the request.

No decision made under Alternative One, whether a decision concerning a rating, the content of a professional development plan or any other, shall be subject to the grievance procedures; and grievances may only be filed and pursued under Article XI concerning adherence (i) to the procedures for review set out in Article VIII-C and (ii) to the requirement that each College expend not less than 0.5% of the unit payroll under Article VIII-C.

B) Alternative Two:

Alternative Two shall in all respects be identical to post-tenure review in the 2001 Agreement.

C) General:

Section F of Article VIII-C of the 2001 Agreement shall, with necessary word changes, be incorporated into the 2004 Agreement and shall be of application to reviews under both Alternative One and Alternative Two.

The conduct of post-tenure reviews, including the granting of base-rate salary increases, shall continue following June 30, 2007, in accordance with the terms of the 2004 Agreement subject only to such agreements as the parties then or thereafter make.

x) Article IX - Tenure

A) Section A:

- 1) Subsection 2 shall be amended in the manner depicted in the July 28 Proposal, except only that the amendments incorporating references to the fifth and sixth consecutive years shall be of application only to persons first granted tenure-track appointments on or after January 1, 2006.
- 2) Subsection 3 shall be amended to permit more than a single candidacy for tenure in the circumstances described at Article XX, §C(8).
- 3) Subsections 5 and 6 of section A shall be amended to make provision (other than in the case of persons whose initial appointment is at the rank of Associate Professor or Professor) for the conduct of tenure evaluations in the sixth, rather than in the fifth, year of a person's tenure-track appointment, but the amendment shall be of application only to persons first granted tenure-track appointments on or after January 1, 2006.

xi) Article X - Retrenchment

A) Section C:

- 1) Subsection 5 shall be deleted and shall be rewritten as follows:

5. Seniority: For the purpose of this Agreement, the seniority of each member of the bargaining unit shall be measured by the length of his or her continuous service at a College or another State College; in respect of each such member of the bargaining unit, such service shall be deemed to have commenced on the date, time and order of which the Board of Trustees of any College or any of its predecessors shall have voted to appoint such member of the bargaining unit to a position at the College. In all cases, seniority shall not include periods of leaves of absence without pay as a unit member; nor shall unpaid leaves of absence abrogate any prior-acrued seniority.

For the purposes of this Article X and of Articles X-A and X-B, the seniority of each member of the bargaining unit, as measured in accordance with the requirements of the preceding paragraph, shall mean:

- a. in the case of faculty members, the seniority of each faculty member relative to all the other faculty

members within the department or program area of which he or she is a member; and

b. in the case of Librarians, the status of each Librarian relative to all other Librarians at the College at which he or she is employed.

2) Section C shall be amended by deleting from it subsections 6, 7, 8, 9 and 10.

B) Section E:

1) Subsection 1(a) shall be amended as follows:

a. If the President determines that retrenchment for financial reasons may be necessary, he/she shall notify the Chancellor, the President of the Association and the Chapter President, every appropriate decision-making body constituted pursuant to Article VII (which shall be the All College Committee if the provisions of Appendix A of Article VII are then in force at the College) and affected departments and/or program areas that a financial exigency exists, and shall provide them with a preliminary proposal, which shall address the reasons for the anticipated retrenchment, the amount of the anticipated retrenchment and the areas proposed for retrenchment.

2) Subsection 3(a) shall be amended as follows:

a. If the President determines that retrenchment for reasons of Declining Student Enrollment may be necessary, he/she shall so notify the Chancellor, the President of the Association and the Chapter President, every appropriate decision-making body constituted pursuant to Article VII (which shall be the All College Committee if the provisions of Appendix A of Article VII are then in force at the College) and affected departments and/or program areas, and shall provide them with a preliminary proposal, which shall address the reasons for the anticipated retrenchment, the amount of the anticipated retrenchment and the areas proposed for retrenchment.

xii) Article X-A - Academic Program Development/No Lay-Off

A) Section A: Section A shall be amended by deleting from its second and fourth paragraphs the word “teachers.”

B) Section C: Subsection 1(a) shall be amended as follows:

a. A decision to establish, alter, or eliminate an academic program or a general education requirement when such decision has been made in accordance with any such procedures as have been established pursuant to Article VII (which shall mean the procedures depicted in Appendix A of Article VII if it is then in force at the College).

C) Section F: Subsection 1 shall be amended as follows:

1. If the President determines that retrenchment for reasons of Academic Program Development may be necessary, he/she shall so notify the Chancellor, the President of the Association and the Chapter President, every appropriate decision-making body constituted pursuant to Article VII (which shall be the All College Committee if the provisions of Appendix A of Article VII are then in force at the College) and affected departments and/or program areas, and shall provide them with a preliminary proposal, which shall address the reasons for the anticipated retrenchment, the amount of the anticipated retrenchment, and the areas proposed for retrenchment.

xiii) Article X-B - Academic Reorganization

Section A:

1) The first paragraph shall be amended as follows:

Prior to implementing in whole or in part any plan of a kind described in Section A of Article X-A of this Agreement, but only to the extent that such plan or part of such plan will, if implemented, change any academic program, curriculum or structure at any one or more of the several State Colleges, the Board of Higher Education shall transmit such plan or part thereof, to the extent that the same will, if implemented, change any academic program, curriculum or structure at any College, through the President of such College to every appropriate decision-making body constituted pursuant to Article VII (which shall be the All College Committee if the provisions of Appendix A of Article VII are then in force at the College). A copy of the same shall also be transmitted to the Chapter President and to the President of the Association. If the provisions of Appendix A of Article VII are then in force at the College, then upon its receipt of such plan, the All-College Committee shall refer the same to any such standing committee or committees within those jurisdiction such plan or part thereof falls, but only to the extent, in the

case of each such standing committee, that such plan or part thereof so falls.

- 2) The second paragraph shall be amended as follows:

At the time of such transmittal, the Board of Higher Education, acting through the President, shall give written notice to any appropriate decision-making body constituted pursuant to Article VII (which shall be the All College Committee if the provisions of Appendix A of Article VII are then in force at the College) of the date by which any final recommendation or recommendations are required to be submitted to the President, pursuant to the provisions of Article VII, in respect of such plan or part thereof; provided, however, that different dates may be so established with respect to different portions of such plan or plans; and provided further that if after its receipt of any recommendation or recommendations from any standing or like committee any of the decision-making bodies described in the preceding paragraph shall have determined that an extension of time is reasonably required for its consideration of any such recommendation, it shall so notify the President in writing and it shall thereupon be granted, during an academic year, an additional thirty (30) days for such purpose from and after the date first set for the making of any final recommendation. The date or dates that are established pursuant to the foregoing provision for the making of any recommendation in respect of any such plan or part thereof shall govern the making of such recommendation made by any of the above-described decision-making bodies pursuant to the provisions of Article VII, anything in such provisions to the contrary notwithstanding.

xiv) Article XI - Grievance Procedure

Section C:

- 1) Section C shall be amended by incorporating into it subsection 8 as that is depicted in the July 28 Proposal; the next subsection shall be renumbered.
- 2) Section C shall be further amended by incorporating into it the new "Step 3: Mediation" that is depicted in the parties' Memorandum of Agreement that bears the date November 12, 2004, except only that the final paragraph of the new "Step 3: Mediation" shall be amended to establish May 31,

2006, as the date after which either party can terminate the provisions of Step 3. The first and second paragraphs of the ensuing “Step 4: Arbitration” shall be amended in the manner depicted in the July 28 Proposal.

xv) Article XII - Workload, Scheduling and Course Assignments

A) Section A:

- 1) Subsection 2(a) shall be amended in the manner depicted in the July 28 Proposal, except only that provision shall there be made for 96 semester hours of credit over the four academic years that commence with academic year 2003-2004.
- 2) Subsection 2(b) shall be amended in the manner depicted in the July 28 Proposal, except only that provision shall there be made for 24 courses over the four academic years that commence with academic year 2003-2004.

B) Section B:

- 1) Clause (3) of the second paragraph of subsection 1 shall be amended in the manner depicted in the July 28 Proposal.
- 2) Subsection 3 shall be amended by inserting the final paragraph as the same appears in the July 28 Proposal.

C) Section H: Section H, as depicted in the July 28 Proposal, shall be added to Article XII.

D) Other: There shall be added to Article XII a provision that shall require the Vice President to annually administer, electronically or otherwise, the existing Appendix H of the 2001 Agreement to the students who are advisees within each department and to make the results available to each department to which they pertain.

xvi) Article XII-A - Workload, Scheduling and Course Assignments, Massachusetts Maritime Academy

A) Section A: Subsection 5(a) and (b) shall be amended in the manner depicted in the July 28 Proposal, except only that the fifth “bullet” of subsection 5(a)(i)(A) shall be amended to require that a member of the Professional Maritime give notice of his or her election to renew (rather than not to renew) his or her Blue-Gold status.

- B) Section D: Amend numbered clause 2 by adding a reference to the Departments of Marine Safety and Environmental Protection and International Maritime Business.

xvii) Article XIII - Salary

- A) Section A: Section A shall be amended by striking out the date December 30, 2000, and inserting in its place the date immediately preceding the Effective Date.
- B) Section B: Section B shall be amended to identify as cost items under Chapter 150E, §7(c), only those items (including all 3% across-the-board pay increases) that the Governor accepts for submission to the Legislature.
- C) Section C (Pay Increases By Fiscal Year): Article XIII of the 2001 Agreement shall be amended by deleting its section C and inserting in its place provisions that accomplish the following:

1. For Fiscal Year 2005:

- a) Require first that the Minimum Salary Formula (Article XIII-A) as it now exists under the 2001 Agreement be applied to all full-time and salaried part-time members of the bargaining unit with effect on the Effective Date of the 2004 Agreement; and with effect on the Effective Date of the 2004 Agreement, grant each member of the bargaining unit any increase required to bring his or her annual salary up to the minimum salary prescribed by the formula. For the purposes of this review, persons employed as members of the bargaining unit on the Effective Date of the Agreement shall be deemed to have been employed through May 31, 2005.
- b) Thereafter, with effect on the Effective Date of the 2004 Agreement, grant merit increases in the following annualized amounts to all eligible unit members who are rated “satisfactory” pursuant to the Special Performance Review depicted at Article VIII, §0, of the 2004 Agreement:

1)	Professors/Senior Librarians	\$700
2)	Associate Professors/Librarians	\$600
3)	Assistant Professors/Associate Librarians	\$500
4)	Instructors/Assistant Librarians/ Library Associates/Library Assistants	\$400

For these purposes, eligible unit members shall include, on a pro rata basis, salaried part-time members who hold the requisite academic ranks.

- c) Thereafter, with effect on the Effective Date of the 2004 Agreement, grant an across-the-board pay increase of 3% to all full-time and salaried part-time unit members.
- d) With effect on the Effective Date of the 2004 Agreement, increase by \$50 the per-credit rate of pay for part-time faculty (other than salaried part-time faculty) who are then teaching one or more courses, and increase the amounts paid music teachers at Westfield by 4.2%.
- e) Thereafter, with effect on the Effective Date of the 2004 Agreement, increase the elements of the Minimum Salary Formula as follows:
 - 1) First increase the base rate by \$400, the rate for Professor and Senior Librarian by \$300, the rate for Associate Professor and Librarian by \$200, and the rate for Assistant Professor and Associate Librarian by \$100.
 - 2) Then increase all of the elements of the Formula (including those just described) by 3%.
 - 3) Increase the values of all terminal degree adjustments and the values of all promotion increases by 3%.
- f) For the purposes of Article XIII, the Effective Date of the 2004 Agreement shall be the date on which the parties execute the 2004 Agreement unless they otherwise agree.

2. For Fiscal Year 2006:

- a) With effect on July 1, 2005, grant merit increases on the same terms and in the same amounts as depicted at item 1(b) above.
- b) Thereafter, with effect on July 1, 2005, grant an across-the-board pay increase of 3% to all full-time and salaried part-time unit members.
- c) With effect on July 1, 2005, increase by \$50 the per-credit rate of pay for part-time faculty (other than salaried part-time faculty), and increase the amounts paid music teachers at Westfield by 4%.
- d) With effect on July 1, 2005, increase the elements of the Minimum Salary Formula as follows:

- 1) First increase the base rate by \$400, the rate for Professors and Senior Librarians by \$300, the rate for Associate Professors and Librarians by \$200, and the rate for Assistant Professors and Associate Librarians by \$100.
 - 2) Then increase all the elements of the Formula (including those just described) by 3%.
 - 3) Increase the values of all terminal degree adjustments and the values of all promotion increases by 3%.
- e) With effect on September 30, 2005, apply the Minimum Salary Formula to all members of the bargaining unit; and with effect on September 30, 2005, grant each member of the bargaining unit any increase required to bring his or her salary up to the minimum salary prescribed by the formula.

3. For Fiscal Year 2007:

- a) With effect on July 1, 2006, grant merit increases on the same terms and in the same amounts as depicted at item 1(b) above.
- b) Thereafter, with effect on July 1, 2006, grant an across-the-board pay increase of 3% to all full-time and salaried part-time unit members.
- c) With effect on July 1, 2006, increase by \$50 the per-credit rate of pay for part-time faculty (other than salaried part-time faculty), and increase the amounts paid music teachers at Westfield by 3.9%.
- d) With effect on July 1, 2006, increase the elements of the Minimum Salary Formula as follows:
 - 1) First increase the base rate by \$400, the rate for Professors and Senior Librarians by \$300, the rate for Associate Professors and Librarians by \$200, and the rate for Assistant Professors and Associate Librarians by \$100.
 - 2) Then increase all the elements of the Formula (including those just described) by 3%.
 - 3) Increase the values of all terminal degree adjustments and the values of all promotion increases by 3%.
- e) With effect on September 30, 2006, apply the Minimum Salary Formula to all members of the bargaining unit; and with effect on September 30, 2006, grant each member of the bargaining unit any

increase required to bring his or her salary up to the minimum salary prescribed by the formula.

4. Other:

- a) Coincidentally with the granting of each 3% increase across the board, increase the maximum salaries (section J of the 2001 Agreement) of each rank by 3%.
- b) Special Performance Reviews under Article VIII, §O, shall be conducted in accordance with the parties' agreement of November 20, 2001.
- D) Section D: Section D shall be amended in each of its subsections by inserting dates that correspond to those falling within the term of the 2004 Agreement and by inserting the increased dollar amounts payable following the receipt of a terminal degree.
- E) Section E: Section E shall be amended in each of its subsections by inserting dates that correspond to those falling within the term of the 2004 Agreement and by inserting the increased dollar amounts payable upon the effective date of a promotion.
- F) Section F: Section F shall be amended in each of its subsections by inserting dates that correspond to those falling within the term of the 2004 Agreement.
- G) Section G: Section G shall be amended so that it references every increase that is payable in fixed dollar amounts under Article XIII.
- H) Section H: Section H shall be amended in its subsection 1 by inserting correct cross-references, and it shall be amended in its subsection 3 to incorporate the dollar amounts made payable above to part-time faculty who are not salaried part-time faculty and to music teachers at Westfield.
- I) Section I: Section I shall be amended by inserting the adjusted base salaries as they are described above.
- J) Other: There shall be established a joint labor-management committee for the study of the salaries and compensation paid members of the bargaining unit, including the matters of salary compression and salary inversion. The membership of the committee shall consist of six persons, three of whom shall be appointed by the Council of Presidents and three of whom shall be appointed by the Association. The Council and the Association shall each have the right to invite consultants to attend meetings of

the committee. The committee shall make a report to the Council and to the Association no later than May 31, 2006.

xviii) Article XIV - Program of Professional Development

A) Section G:

- 1) Subsection 1 shall be amended in the manner depicted in the July 28 Proposal, save only that the reference to September 1, 2004, and to the fiscal year ending on June 30, 2005, shall be deleted.
- 2) Subsection 2 shall be amended by deleting from it its first paragraph.
- 3) Subsection 3 shall be deleted and there shall be substituted for it the subsection 3 depicted in the July 28 Proposal.
- 4) Subsections 4 through 8 shall be deleted and there shall be inserted in their place subsections 4 and 5 as they are depicted in the July 28 Proposal, except only that subsection 5 shall require that the unexpended moneys be allocated in accordance with a formula as follows: (a) calculate the total value of the unfunded component of approved applications for professional development; (b) calculate the total value of the unexpended and unencumbered professional development moneys; (c) calculate the percentage value of (b) by dividing (a) into (b); grant to each unit member whose approved application has not been fully funded the percentage value of the unfunded portion of the application that equals the percentage calculated under (c); should any moneys then remain unexpended, they shall be rolled forward for use as professional development moneys in the next fiscal year.

xix) Article XVII - Compliance with Board Time Schedules

The introductory clause of the first sentence of the first paragraph of Article XVII shall be amended to read as follows:

Save as is otherwise provided (i) in any rule adopted under Article VII (including the rule contained in its Section I if the provisions of Appendix A of Article VII are then in force at the College) and (ii) in the personnel calendar set forth in Appendix M of this Agreement,

xx) Article XX - Appointment and Promotion

A) Section B:

- 1) Subsection 2 shall be amended by inserting as its third paragraph the following:

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

- 2) Subsection 3, as depicted in the July 28 Proposal, shall be added to section B.

- B) Section C: Subsections 7, 8 and 9 shall be amended in the manner depicted in the July 28 Proposal, except only (i) that subsection 8 shall be amended so that a person who is granted an appointment under subsection 9 is not barred by subsection 8 from being a candidate for tenure thereafter, and (ii) that subsection 9 shall be amended to record the fact that neither an Appointment nor a Transfer shall deprive a unit member of any then-accrued seniority. Subsection 9 as it is in the 2001 Agreement shall be renumbered as subsection 10.

- C) Section D: Section D shall be amended by inserting as its final paragraph the following:

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

- D) Academic Administrative Appointments: There shall be inserted provisions as follows:

The Colleges shall be authorized to grant appointments to academic administrators, whether from within or without the unit, for a period of up to six years on terms that permit the administrator to return automatically to a faculty appointment with tenure, and subject thereafter to the limitation that any such person who serves as an academic administrator for more than six years shall be permitted to return to a faculty appointment with tenure only after first having been evaluated for tenure under Article VIII. For purposes of the preceding, an appointment as an academic administrator shall be an appointment granted a person who has held an appointment with tenure as a member of a college or university faculty and whose administrative appointment is academic in its nature.

Nothing in the Agreement shall be deemed to prohibit any Board of Trustees from, at any time, terminating any leave of absence granted for these purposes.

Upon his or her return to the faculty, an academic administrator shall be paid no more than 80% of the salary he or she was last

paid as an academic administrator, except only that in no event shall an academic administrator who had been a member of the bargaining unit be paid less than the amount calculated under Section C(8)(b)(ii) of Article X of the 2001 Agreement; upon his or her return to the faculty, an academic administrator shall occupy a position within the department specially created for the purpose (i.e., he or she will not fill a vacant position the department has then been authorized to fill and will not bump the incumbent of any position).

The College shall notify the chapter president by September 30 of each year of those persons who hold academic administrative appointments and who have a right to return to a faculty position.

xxi) Article XX-A - Appointment and Promotion, Massachusetts Maritime Academy

A) Section A: Section A shall be amended by inserting as its final paragraph the following:

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

B) Other: A new subsection shall be added to Section A as follows:

Promotion of Certain Instructors

A member of the faculty whose appointment at the rank of Instructor was first granted after June 30, 1995, and who, while holding that rank, secures (i) a Master's Degree in an appropriate field from an institution accredited at the level of such degree and (ii) a first license shall, upon the Academy's being given notice thereof and confirming the same, be granted a promotion to the rank of Assistant Professor without its being required that he or she be evaluated for such promotion pursuant to Article VIII; provided, however, that this subsection shall be of application only if the entitlement to such promotion is made a term of such faculty member's appointment as an Instructor.

xxii) Article XXI - Duration and Extent

A) Section A:

- 1) The term of the 2004 Agreement shall be the period commencing on July 1, 2004, and ending on June 30, 2007.
- 2) Section A shall have added to it language that makes the implementation of the following provisions of the 2004

Agreement contingent on the enactment into law of an appropriation to fund (with such moneys as the Colleges may make available for the purpose) the provisions of Article XIII that have effect for fiscal year 2005:

- Article VII as described above at item (vii);
- Article VIII, §D, but only as described above at item (viii)(D)(1);
- Article VIII, §H, as described above at item (viii)(G);
- Article VIII-C as described above at item (ix), but only as it differs from Article VIII-C of the 2001 Agreement;
- Article IX, §A, but only as described above at item (x), clauses (1) and (3);
- Article X as described above at item (xi);
- Article X-A as described above at item (xii);
- Article XII as amended by the language described above at item (xv)(D); and
- Article XX as amended by the language described above at item (xx)(D).

B) Section D: Article XXI shall be amended by inserting section D as it appears in the July 28 Proposal, but the following shall be added to its clause (a): (i) a reference to the annual application of the Minimum Salary Formula to all members of the bargaining unit on September 30 of each year and the payment of any increases prescribed by the formula, and (ii) a reference to the continued expenditure of not less than 0.5% of the unit payroll for increases under Article VIII-C.

The parties acknowledge that further, technical changes may have to be made in the language of the 2001 Agreement in order to give effect to the agreements recorded above.

WHEREFORE the parties hereto, acting by persons duly authorized therein, hereunder set their signs and seals on the date first above written.

Board of Higher Education

By: _____

Massachusetts Teachers Association

By: _____

