

ARTICLE XIII - SALARY

A. ANNUAL SALARY

For the purpose of this Article, “annual salary rate” shall, in respect of each member of the bargaining unit, mean the annual salary rate payable to such member of the bargaining unit on February 28, 2005, or on the date of his/her first employment as such (whichever shall be the later), and as it is adjusted from time to time thereafter in accordance with the provisions of this Article.

B. FUNDING

Except as is otherwise expressly provided, all moneys required to be paid pursuant to this Article XIII shall be incremental cost items and subject as such to the provisions of Article XXI of this Agreement and to those of Section 7(c) of Chapter 150E of the General Laws.

C. SALARY ADJUSTMENTS

1. Minimum Salary Review: March 1, 2005

- a. With effect on March 1, 2005, the annual salary of every full-time and salaried part-time member of the bargaining unit who was then employed shall be tested against the Minimum Salary Formula as it was under the predecessor agreement to this Agreement. For these purposes, every such member of the bargaining unit shall be deemed to have been employed through and including May 31, 2005.
- b. With effect on March 1, 2005, the annual salary of any such member of the bargaining unit shall, if it falls below the minimum annual salary rate prescribed by the Minimum Salary Formula just described, be increased by an amount equal to the amount needed to cause it to equal the minimum annual salary rate so prescribed.

2. Merit Increases: March 1, 2005

- c. With effect on March 1, 2005 (but only following the granting of any increase required to be granted pursuant to the preceding subsection 1), the annual salary of every full-time and salaried part-time member of the bargaining unit who was then employed and is eligible to be granted the same shall be increased by the amount, as follows, that corresponds to the rank that he or she held on such date:

i.	Professor/Senior Librarian	\$700
ii.	Associate Professor/Librarian	\$600
iii.	Assistant Professor/Associate Librarian	\$500
iv.	Instructor/Assistant Librarian/ Library Associate/Library Assistant	\$400

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No member of bargaining unit shall be eligible for any increase granted by the preceding paragraph (a) if his or her performance has been rated unsatisfactory pursuant to Article VIII, §O, of this Agreement.

The increases granted by the preceding paragraph (a) shall be granted on a pro-rata basis to salaried part-time members of the bargaining unit who hold the requisite academic ranks.

3. Base-Rate Salary Increase: March 1, 2005

With effect on March 1, 2005 (but only following the granting of any increase required to be granted pursuant to the preceding subsection 2), the annual salary of every full-time and salaried part-time member of the bargaining unit who was then employed shall be increased by an amount equal to three percent (3%) thereof.

4. Merit Increases: July 1, 2005

d. With effect on July 1, 2005, the annual salary of every member of the bargaining unit who is then employed and is eligible to be granted the same shall be increased by the amount, as follows, that corresponds to the rank that he or she held on such date:

i.	Professor/Senior Librarian	\$700
ii.	Associate Professor/Librarian	\$600
iii.	Assistant Professor/Associate Librarian	\$500
iv.	Instructor/Assistant Librarian/ Library Associate/Library Assistant	\$400

No member of the bargaining unit shall be eligible for any increase granted by the preceding paragraph (a) if his or her performance has been rated unsatisfactory pursuant to Article VIII, §O, of this Agreement.

The increases granted by the preceding paragraph (a) shall be granted on a pro-rata basis to salaried part-time members of the bargaining unit who hold the requisite academic ranks.

5. Base-Rate Salary Increase: July 1, 2005

With effect on July 1, 2005 (but only following the granting of any increase required to be granted pursuant to the preceding subsection 4), the annual salary of every full-time and salaried part-time member of the bargaining unit who is then employed shall be increased by an amount equal to three percent (3%) thereof.

6. Minimum Salary Review: September 30, 2005

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- e. With effect on September 30, 2005, the annual salary of every full-time and salaried part-time member of the bargaining unit who is then employed shall be tested against the Minimum Salary Formula as it is (with all prior-effective increases) on that date.
- f. With effect on September 30, 2005, the annual salary of any such member of the bargaining unit shall, if it falls below the minimum annual salary rate prescribed by the Minimum Salary Formula as it is (with all prior-effective increases) on that date, be increased by an amount equal to the amount needed to cause it to equal the minimum annual salary rate so prescribed.

7. Merit Increases: July 1, 2006

- g. With effect on July 1, 2006, the annual salary of every member of the bargaining unit who is then employed and is eligible to be granted the same shall be increased by the amount, as follows, that corresponds to the rank that he or she holds on such date:
 - i. Professor/Senior Librarian \$700
 - ii. Associate Professor/Librarian \$600
 - iii. Assistant Professor/Associate Librarian \$500
 - iv. Instructor/Assistant Librarian/
Library Associate/Library Assistant \$400

No member of the bargaining unit shall be eligible for any increase granted by the preceding paragraph (a) if his or her performance has been rated unsatisfactory pursuant to Article VIII, §O, of this Agreement.

The increases granted by the preceding paragraph (a) shall be granted on a pro-rata basis to salaried part-time members of the bargaining unit who hold the requisite academic ranks.

8. Base-Rate Salary Increase: July 1, 2006

With effect on July 1, 2006 (but only following the granting of any increase required to be granted pursuant to the preceding subsection 7), the annual salary of every full-time and salaried part-time member of the bargaining unit who is then employed shall be increased by an amount equal to three percent (3%) thereof.

9. Minimum Salary Review: September 30, 2006

- h. With effect on September 30, 2006, the annual salary of every full-time and salaried part-time member of the bargaining unit who is then employed shall be tested against the Minimum Salary Formula as it is (with all prior-effective increases) on that date.

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- i. With effect on September 30, 2006, the annual salary of any such member of the bargaining unit shall, if it falls below the minimum annual salary rate prescribed by the Minimum Salary Formula as it is (with all prior-effective increases) on that date, be increased by an amount equal to the amount needed to cause it to equal the minimum annual salary rate so prescribed.

10. Minimum Salary Review: September 30 of Each Year Following 2006

Subject to modification by the applicable provisions, if any, if any successor agreement to this Agreement, the provisions of the preceding subsection 9 shall apply on September 30 of each year following 2006, first for the purpose of testing the annual salary of every person who is then a full-time or salaried part-time member of the bargaining unit and, second, for the purpose of increasing the annual salary as it then is of every such member of the bargaining unit to the extent, if at all, that such annual salary falls below the annual salary rate prescribed by the Minimum Salary Formula that first had effect as of July 1, 2006.

D. RECIPIENTS OF TERMINAL DEGREES

1. Degrees Secured Prior to September 1, 2005

Whenever during the period commencing on September 1, 2004, and ending on August 31, 2005, any full-time or salaried part-time member of the bargaining unit shall have secured a terminal degree, his or her annual salary rate, as it then is, shall, with effect on August 28, 2005, be increased by the amount of Two Thousand Five Hundred Thirty-One Dollars (\$2,531) unless the value of the terminal degree has already been credited (and used to establish the unit member's annual salary) on Appendix O-1 or O-2 or in any previous salary equity review.

2. Degrees Secured Prior to September 1, 2006

Whenever during the period commencing on September 1, 2005, and ending on August 31, 2006, any full-time or salaried part-time member of the bargaining unit shall have secured a terminal degree, his or her annual salary rate, as it then is, shall, with effect on August 27, 2006, be increased by the amount of Two Thousand Six Hundred Seven Dollars (\$2,607) unless the value of the terminal degree has already been credited (and used to establish the unit member's annual salary) on Appendix O-1 or O-2 or in any previous salary equity review.

3. Degree Secured after August 31, 2006

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Subject to modification by the applicable provisions, if any, of any successor agreement to this Agreement, the provisions of the preceding subsection 2 shall apply, *mutatis mutandis*, with respect to each annual period beginning on September 1 and ending on the ensuing August 31, to any full-time or salaried part-time member of the bargaining unit who shall have secured a terminal degree after August 31, 2006.

E. ACADEMIC PROMOTIONS

1. Promotions Having Effect on September 1, 2005

Whenever any member of the bargaining unit shall have been promoted with effect on September 1, 2005, his or her annual salary shall, with effect on August 28, 2005, be increased by the greater of the amount equal to five percent (5%) thereof (after including therein any increase required to be granted pursuant to the preceding Section D(1)) or the amount, as follows, that corresponds to the rank to which he or she has been promoted:

	<u>Rank</u>	<u>Increase</u>
i.	Professor/Senior Librarian	\$4,175
ii.	Associate Professor/Librarian	\$3,745
iii.	Assistant Professor/Associate Librarian	\$3,375
iv.	Assistant Librarian	\$2,455

2. Promotions Having Effect on September 1, 2006

Whenever any member of the bargaining unit shall have been promoted with effect on September 1, 2006, his or her annual salary shall, with effect on August 27, 2006, be increased by the greater of the amount equal to five percent (5%) thereof (after including therein any increase required to be granted pursuant to the preceding Section D(2)) or the amount, as follows, that corresponds to the rank to which he or she has been promoted:

	<u>Rank</u>	<u>Increase</u>
i.	Professor/Senior Librarian	\$4,300
ii.	Associate Professor/Librarian	\$3,855
iii.	Assistant Professor/Associate Librarian	\$3,475
iv.	Assistant Librarian	\$2,530

3. Provisions Having Effect after September 1, 2006

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Subject to modification by the applicable provisions, if any, of any successor agreement to this Agreement, the provisions of the preceding subsection 2 shall apply, *mutatis mutandis*, with effect on the appropriate September 1, to any member of the bargaining unit who shall have been promoted with effect on any September 1 that follows September 1, 2006.

F. MINIMUM SALARY REVIEW: TERMINAL DEGREE ADJUSTMENTS AND PROMOTION INCREASES

1. August 28, 2005

- j. With effect on August 28, 2005, the annual salary of every member of the bargaining unit who, on that date, received a terminal degree adjustment or a promotion increase or both shall be tested (after the granting of every such adjustment or increase) against the Minimum Salary Formula as it is (with all prior-effective increases) on that date.
- k. With effect on August 28, 2005, the annual salary of any such member of the bargaining unit shall, if it falls below the minimum annual salary rate prescribed by the Minimum Salary Formula as it is (with all prior-effective increases) on that date, be increased by an amount equal to the amount needed to cause it to equal the minimum annual salary rate so prescribed.

2. August 27, 2006

- l. With effect on August 27, 2006, the annual salary of every member of the bargaining unit who, on that date, received a terminal degree adjustment or a promotion increase or both shall be tested (after the granting of every such adjustment or increase) against the Minimum Salary Formula as it is (with all prior-effective increases) on that date.
- m. With effect on August 27, 2006, the annual salary of any such member of the bargaining unit shall, if it falls below the minimum annual salary rate prescribed by the Minimum Salary Formula as it is (with all prior-effective increases) on that date, be increased by an amount equal to the amount needed to cause it to equal the minimum annual salary rate so prescribed.

3. After September 1, 2006

Subject to modification by the applicable provisions, if any, of any successor agreement to this Agreement, the provisions of the preceding subsection 2 shall apply, *mutatis mutandis*, with effect on the appropriate September 1, to any member of the bargaining unit who shall have received a terminal degree adjustment or a promotion increase or both with effect on any September 1 that follows September 1, 2006.

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G. PAYROLL COMPUTATION

Whenever in Sections C, D, E and F any salary increase is required to be paid in a fixed dollar amount, the value thereof may, where necessary, be increased by a fraction of a dollar for the purpose of causing it to be divisible by the number 26.

H. APPLICABLE TO PART-TIME FACULTY

1. Part-Time Faculty at the Massachusetts College of Art

Any member of the bargaining unit who is otherwise eligible to receive any salary increase granted pursuant to any provision contained in the foregoing Sections C, D, E or F but who, during the whole or any part of the period in respect of which such eligibility is established, is or was employed as such on a part-time basis at the Massachusetts College of Art, shall receive, in lieu of the dollar amount prescribed by such Section, a fraction thereof equal to the fractional value of his/her part-time employment as it is or was during the period in respect of which his/her eligibility for such salary adjustment is established. The fractional equivalent thereof shall be one-eighth (1/8) of a full-time equivalent salary for each three-credit course taught.

2. Part-Time Nursing Faculty at Fitchburg State College

At Fitchburg State College, any part-time member of the bargaining unit who is employed as a clinical instructor in the Nursing Department at Fitchburg State College, who teaches the equivalent of six (6) credit hours of instruction or more and who is paid from the AA account, shall be paid one-eighth (1/8) of the full-time equivalent salary to be paid under Article XIII for each three (3)-credit course taught.

3. Other Part-Time Faculty

n. Except as is provided in the preceding paragraphs 1 and 2 and in the following clauses (b) and (c), the rate of pay for all part-time members of the faculty employed as such shall, with effect on the following dates, be in the following amounts for each three (3)-credit course:

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|------|-------------------------------|---------|
| i. | with effect on March 1, 2005: | \$3,702 |
| ii. | with effect on July 1, 2005: | \$3,852 |
| iii. | with effect on July 1, 2006: | \$4,002 |

At Framingham State College, the rate of pay for all part-time members of the faculty employed as such shall, with effect on the following date, be in the following amounts for each four (4)-credit course:

- | | | |
|----|-------------------------------|---------|
| i. | with effect on March 1, 2005: | \$4,935 |
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- ii. with effect on July 1, 2005: \$5,135
- iii. with effect on July 1, 2006: \$5,335

At Westfield State College, the hourly rate paid to members of the bargaining unit who teach music courses on an hourly basis shall be \$46.00 with effect on March 1, 2005, \$48.00 with effect on July 1, 2005, and \$50.00 with effect on July 1, 2006.

4. Definition

As used in this Article XIII, the phrase “salaried part-time members of the bargaining unit” shall mean those part-time members of the bargaining unit who are described in the preceding subsections 1 and 2 and shall not mean any of those part-time members of the bargaining unit who are described in the preceding subsection 3.

I. MINIMUM SALARIES

The minimum starting annual salary rate for each full-time member of the bargaining unit and (on a pro-rata basis) for each part-time member of the bargaining unit to which the preceding Section H(1) or (2) is of application shall be calculated in accordance with the Minimum Salary Formula that is set forth in Article XIII-A.

For purposes of the Minimum Salary Formula, the base salary shall be the following with effect on the following dates:

- i. with effect on March 1, 2005: \$34,618
- ii. with effect on July 1, 2005: \$36,069
- iii. with effect on July 1, 2006: \$37,563

Any member of the bargaining unit initially hired with effect on or after March 1, 2005, shall complete one of the Salary Data Forms that are attached to this Agreement as Appendix O-1 (Faculty) and O-2 (Librarians).

A copy of the completed Salary Data Form shall be given to each such unit member and the completed Form shall be placed in the unit member’s Official Personnel File.

The Salary Data Form shall be used to determine the initial minimum starting salary of the unit member. A unit member’s initial starting salary may be above the minimum.

J. MAXIMUM SALARIES

1. From March 1, 2005

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With effect on March 1, 2005, the maximum starting salaries of the salary ranges applicable to faculty and librarian ranks, and the maximum salaries of the salary ranges applicable to academic administrators returning to or taking up faculty appointments pursuant to Article XX, §M, shall be as follows:

Professor	\$107,800	Senior Librarian	\$103,600
Associate Professor	\$100,800	Librarian	\$97,200
Assistant Professor	\$93,700	Associate Librarian	\$93,100
Instructor	\$83,800	Assistant Librarian	\$78,100
		Library Associate	\$71,000
		Library Assistant	\$61,800

2. From July 1, 2005

With effect on July 1, 2005, the maximum starting salaries of the salary ranges applicable to faculty and librarian ranks, and the maximum salaries of the salary ranges applicable to academic administrators returning to or taking up faculty appointments pursuant to article XX, §M, shall be as follows:

Professor	\$111,100	Senior Librarian	\$106,800
Associate Professor	\$103,900	Librarian	\$100,200
Assistant Professor	\$96,600	Associate Librarian	\$95,900
Instructor	\$86,400	Assistant Librarian	\$80,500
		Library Associate	\$73,200
		Library Assistant	\$63,700

3. From July 1, 2006

With effect on July 1, 2006, the maximum starting salaries of the salary ranges applicable to faculty and librarian ranks, and the maximum salaries of the salary ranges applicable to academic administrators returning to or taking up faculty appointments pursuant to article XX, §M, shall be as follows:

Professor	\$114,500	Senior Librarian	\$110,100
Associate Professor	\$107,100	Librarian	\$103,300
Assistant Professor	\$99,500	Associate Librarian	\$98,800
Instructor	\$89,000	Assistant Librarian	\$83,000
		Library Associate	\$75,400
		Library Assistant	\$65,700

K. TIMES OF PAYMENT

The Board of Higher Education and the Association agree to the implementation of the Commonwealth's Human Resources/Compensation Management System ("HR/CMS").

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- o. Effective June 30, 1999, or on such later date as may be determined by the Board of Higher Education, all employees covered by the terms and conditions of this collective bargaining agreement shall be paid on a bi-weekly basis.
- p. Effective June 30, 1999, or on such later date as may be determined by the Board of Higher Education, salary payments shall be electronically forwarded by the Board directly to a bank account or accounts selected by the employee for receipt.
- q. To ensure that any of the changes required by HR/CMS are introduced and implemented in the most effective manner, the Association agrees to accept the Commonwealth's implementation and accepts such changes to business practices, procedures and functions as are necessary to achieve such implementation (e.g., the change to a bi-weekly payroll system). Representatives of the Association will join representatives of the Commonwealth on a Special Labor-Management Committee made up of an equal number of union representatives and management representatives. The Board of Higher Education will exert its best efforts to have a representative of this bargaining unit appointed as a union representative. This committee shall be the sole forum for the parties to discuss any issues of impact to the bargaining unit arising from the implementation of HR/CMS.
- r.
 - (i) In the extraordinary event that the Association alleges that an employee cannot comply with the collective bargaining agreement relative to the electronic transfer due to severe hardship such as inability to access a bank or financial institution during off hours or inability to access an ATM within a reasonable geographic distance from the employee's worksite or home, the Association may petition the Human Resources Division of the Commonwealth for a Direct Deposit Special Exemption.
 - (ii) The Human Resources Division, in concert with the Office of the State Comptroller, shall review the request for the Direct Deposit Special Exemption filed by the Association and will notify the Association of its finding.
 - (iii) No other appeal may be commenced by the employee or the Association relative to the Direct Deposit Special Exemption and, further, the provisions of this clause (d) are not grievable and are inarbitrable.

Anything in the foregoing provisions of this Article to the contrary notwithstanding, whenever any moneys shall, pursuant to any provisions of this Article XIII, be due and payable on a date prior to the date on which final action shall have been taken to appropriate the moneys necessary to fund such provisions, such moneys shall, unless otherwise provided by law, be due and payable not later than sixty (60) days after the date on which such final action shall have been taken.

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L. REOPENER

In the event that during the term of this Agreement a collective bargaining agreement is submitted by either the Governor or the Secretary of Administration and Finance and said agreement is funded by the Legislature, and in the event that said agreement involves non-public safety employees of the Commonwealth's Executive Branch, the Board of Higher Education, the Board of Trustees of the University of Massachusetts or the Trial Court of the Commonwealth, and in the event such agreement contains economic benefits that are greater than the economic benefits that are contained in this Agreement, the parties agree, at the request of either of them, to re-open this Agreement for further negotiations on those economic matters.

M. JOINT COMMITTEE FOR THE STUDY OF SALARIES

On or before October 1, 2005, 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 President. 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.

ARTICLE XIII-A - MINIMUM SALARY FORMULA

	<u>Effective Date</u>	<u>Base</u>	<u>Rank</u>		<u>Terminal Degree</u>	<u>Experience</u>
1.	3/1/05	\$34,618	\$17,428	Professor	\$2,457	\$433: Internal and External for both Faculty and Librarians
			\$17,428	Senior Librarian		
			\$11,459	Associate Professor		
			\$11,459	Librarian		
			\$5,614	Assistant Professor		
			\$5,614	Associate Librarian		
			\$0	Instructor		
			\$0	Assistant Librarian		\$125: Other appropriate Professional Experience
			\$0	Library Associate		
2.	7/1/05	\$36,069	\$18,260	Professor	\$2,531	\$446: Internal and External Experience for both Faculty and Librarians
			\$18,260	Senior Librarian		
			\$12,009	Associate Professor		
			\$12,009	Librarian		
			\$5,885	Assistant Professor		
			\$5,885	Associate Librarian		
			\$0	Instructor		
			\$0	Assistant Librarian		\$129: Other appropriate Professional Experience
			\$0	Library Associate		
			\$0	Library Assistant		
3.	7/1/06	\$37,563	\$19,117	Professor	\$2,607	\$459: Internal and External Experience for both Faculty and Librarians
			\$19,117	Senior Librarian		
			\$12,575	Associate Professor		
			\$12,575	Librarian		
			\$6,165	Assistant Professor		
			\$6,165	Associate Librarian		
			\$0	Instructor		
			\$0	Assistant Librarian		\$133: Other appropriate Professional Experience
			\$0	Library Associate		
			\$0	Library Assistant		

ARTICLE XIII-A - MINIMUM SALARY FORMULA

N. TERMINAL DEGREE DEFINITIONS

As defined in the Agreement, Article I, §D.

O. EXPERIENCE EXPLANATIONS

1. For Faculty Internal and External Experience: For each year while holding a full-time appointment as an instructor/assistant professor/associate professor/full professor at a 4-year Massachusetts State College or other accredited 2-year or 4-year college or university or (in the case of faculty holding appointments in departments of nursing) at an accredited school of nursing.
2. For Librarians Internal and External Experience: For each year while holding a full-time appointment as a professional librarian at a 4-year Massachusetts State College or other accredited 2-year or 4-year college or university.
3. For All Faculty Appointed Prior To The Academic Year Commencing September, 1970: For each year while holding a full-time appointment in grades K through 12 as a classroom teacher (including special education experience as a classroom or learning resource center teacher, but excluding any period of employment as a guidance counselor) at an accredited public or private school prior to the date of initial hire at a Massachusetts State College.
4. K through 12 Exceptions: For faculty in education departments or education certification programs, for each year while holding a full-time appointment in grades K through 12 as a classroom teacher (including special education experience as a classroom or learning resource center teacher, but excluding any period of employment as a guidance counselor) at an accredited public or private school prior to the date of initial hire at a Massachusetts State College regardless of the date of hire.
5. Other Appropriate Professional Experience: For each year of other appropriate full-time professional experience which falls within one or more of the following categories:
 - s. Business Administration
 - t. Social Services or Rehabilitative Services including physical therapy
 - u. Engineering
 - v. Maritime (Maritime Service or the Navy)
 - w. Professional and Industrial Arts

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- x. Communication Disorders
- y. Library
- z. Nursing/Licensed Medical Technician/Dietician
- aa. Computer Science
- bb. Aviation Science (Licensed pilot or pilot in the Armed Forces)
- cc. Journalism/Media/Public Relations
- dd. Biological, Physical, or Social Science Research in a recognized professional research facility or laboratory

P. MISCELLANEOUS

1. For the purpose of granting credit, the items in Section B are subject to verification.
2. The Salary Data Forms (Appendices O-1 and O-2) shall be used for the purposes of this Minimum Salary Formula.
3. Except as otherwise provided in Article XIII, Section H, the provisions of this Article XIII-A shall be of no application to any person appointed to a part-time position in the bargaining unit.