

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made this 27th day of August, 2007, by and between the Board of Higher Education (the "Board") and the Massachusetts Teachers Association (the "Association"), acting by the Massachusetts State College Association.

WHEREAS, the Board and the Association have been parties to a collective bargaining agreement (the "2004 Agreement") into which they entered with effect on July 1, 2004, and which by its terms has remained in full force and effect through and until the date hereof; and

WHEREAS, the Board and the Association have conducted and concluded negotiations for a new collective bargaining agreement (the "2007 Agreement") whose term of one year will commence on July 1, 2007, and expire on June 30, 2008; and

WHEREAS, the Board and the Association wish hereby to record and give effect to the agreements they have made concerning the provisions of the 2007 Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual covenants hereinafter set down, the Board and the Association hereby agree as follows:

1. The 2004 Agreement. The provisions of the 2004 Agreement shall be and remain in full force and effect during the term of the 2007 Agreement except as they are amended by this Memorandum of Agreement; as so amended, the provisions of the 2004 Agreement, together with the unamended provisions of the 2004 Agreement, shall constitute the provisions of the 2007 Agreement.

2. Massachusetts College of Art and Design. Every reference to the Massachusetts College of Art in the 2007 Agreement shall be deemed to be a reference to the Massachusetts College of Art and Design.

3. Amendments of the 2004 Agreement. The provisions of the 2004 Agreement are hereby amended as follows:

i) Article I, §D: Subsection 13 is hereby amended so that it reads in its entirety as follows:

"13. Cognate Department. "Cognate department" shall, for purposes of Articles 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."

ii) Article IV, §A(1)(a)(iv): Paragraphs (A) and (B) are hereby amended so that they read in their entirety as follows:

"(A) to care for (i) the unit member's spouse or domestic partner or (ii) the unit member's child or parent or (iii) the child or parent of his or her spouse or

domestic partner or (iv) a relative of the unit member or of the unit member's domestic partner living in the unit member's immediate household whenever, in any such case, any such person has a serious medical condition within the meaning of the Family and Medical Leave Act (29 U.S.C. §2601, *et seq.*); and

“(B) in connection with the birth or adoption of such unit member's child (whether the unit member is the child's father or mother) or the child of such unit member's domestic partner (whether the domestic partner is the child's father or mother).”

iii) Article IV, §A(1): The seventh paragraph of clause (b) is hereby amended so that it reads in its entirety as follows:

“Once he/she has been off the payroll for thirty-seven and one-half (37.5) hours, every member of the sick leave bank shall draw upon the sick leave bank as needed; provided, however, that no member of the bargaining unit shall, during any five (5)-year period commencing with the date on which he/she first draws upon the sick leave bank, draw in the aggregate therefrom more than the equivalent of two (2) work years of sick leave for any single illness or injury; and provided further that no two (2) absences shall be deemed to have been occasioned by the same illness or injury if separated from one another by more than one (1) calendar year. For a period not to exceed the equivalent of one hundred eighty-five (185) days during the applicable work year(s), a member of the sick leave bank who otherwise qualifies to draw upon the sick leave bank shall be entitled to draw upon the sick leave bank on a part-time basis in conjunction with part-time employment at the College; provided only that such member on the sick leave bank shall have documented the medical necessity or appropriateness of doing so, either as a reasonable accommodation for a disability or otherwise, by submitting to the College a statement or similar record from a qualified medical provider that confirms the same. The partial days from the sick leave bank shall be subtracted from the two (2) work years' maximum described in this paragraph.”

iv) Article IV, §A: The first paragraph of subsection 2 is hereby amended so that it reads in its entirety as follows:

“Paid leave shall, at the request of any member of the bargaining unit, be granted to him or her (whether the unit member is the child's father or mother or whether the unit member's domestic partner is the child's father or mother) on any of the following occasions:

a. for the birth of such unit member's child or the birth of such unit member's domestic partner's child;

- b. for the adoption of a child by the unit member or the unit member's domestic partner; and
- c. for the placement of a child as a foster child in the unit member's home.

The leave so granted shall be such number of consecutive days as the unit member may request but shall not exceed ten (10) such days.

v) Article IV, §F(1): Clause (a) is hereby amended so that it reads in its entirety as follows:

“a. Whenever use of a member of the bargaining unit's private car is necessary and has been so authorized, the approved mileage rate, currently \$0.40 per mile, and the costs of parking and tolls shall be allowed.”

vi) Article IV, §F(2): Clause (a) is hereby amended so that it reads in its entirety as follows:

“a. whenever a member of the bargaining unit's private car shall have been used, the approved mileage rate (currently \$0.40 per mile);”

vii) Article IV, §I: The first paragraph of subsection 2 is hereby amended so that it reads in its entirety as follows:

“With effect on July 1, 2007, the Commonwealth shall continue to contribute to the Health and Welfare Fund on behalf of each full-time employee equivalent a total of Twelve Dollars (\$12.00) per calendar week; commencing with effect on January 1, 2008, the Commonwealth shall contribute to the Health and Welfare Fund on behalf of each full-time employee equivalent a total of Thirteen Dollars (\$13.00) per calendar week.”

viii) Article IV, §K: Subsection 5 is hereby amended so that it reads in its entirety as follows:

“Members of the bargaining unit shall be permitted to observe religious holidays consistently with the requirements of their religious tenets and without either loss of pay or any use of personal days.”

ix) Article VI: Section I is hereby amended so that it reads in its entirety as follows:

“I. RECRUITMENT AND INTERVIEWING OF CANDIDATES FOR DEPARTMENTAL POSITIONS

“1. General

“Whenever a vacancy is to be filled within a department, members of the department shall assist in the recruitment and interviewing of candidates, provided that the filling of such vacancy shall have been duly authorized by the President. Such assistance shall be rendered pursuant to such procedures as may be established from time to time by the department, and shall be rendered upon the request of the Vice President or the Department Chair. Recommendations made by the members of the department, exclusive of the Department Chair, shall be transmitted to the Department Chair, who shall make such additional recommendations to the Vice President as he/she deems appropriate. Copies of the recommendation of the Chair shall be provided to the members of the department. Nothing in these provisions shall be deemed to abrogate or qualify the right of the Department Chair to participate in the recruitment and interviewing of candidates.

“2. Special Procedures

“Whenever a vacancy is to be filled by a faculty member whose responsibilities will include teaching in a department or departments outside his or her home department (i.e., the department filling the vacancy), those members of the faculty who assist in the recruitment and interviewing of candidates in accordance with subsection 1 shall, at the request of the Vice President, consult with members of the other department or departments in which the faculty member who fills the vacancy will have teaching responsibilities.

“As used in this subsection 2, the phrase “home department” shall have the meaning ascribed to it in Article X, §J, of this Agreement.

“3. Membership on Search Committees: Conflicts of Interest

“No member of the bargaining unit shall serve on a search committee if to do so would constitute a conflict of interest or the appearance of a conflict of interest. No unit member, for example, shall serve on a search committee if his or her spouse or domestic partner is a candidate for the position.

“4. Departmental Procedures

“The departmental procedures that are used in the recruitment and interviewing of candidates shall be published in written form and made available to the members of the department. All such procedures shall conform with the affirmative action/equal opportunity guidelines of the College and with other applicable policy.

“5. Recruitment of Part-Time Faculty

“The recruitment of part-time faculty shall be conducted by or under the supervision of the Department Chair.

“6. Exclusions

“The provisions of this Section I shall be of no application to any person who holds a professional position, and has academic rank and tenure, within the system of State Colleges on the date immediately prior to the date of his/her appointment, assignment or transfer to a position in a department unless such person shall have voluntarily applied for such position in accordance with the provisions of Section C(7) of Article XX of this Agreement.”

x) Article VIII, §B: Subsection 1 is hereby amended so that it reads in its entirety as follows:

“1. Full-Time Tenure-Track Members of the Bargaining Unit

“Except as is provided in Section C(1)(a), every full-time, tenure-track member of the bargaining unit shall be evaluated annually. Tenure-track unit members shall not be evaluated during a terminal appointment unless, upon the recommendation of the Department Chair (or the Director, Library, or Library Program Area Chair, as may be appropriate) or the Vice President, the President requires the conduct of an evaluation.

xi) Article VIII, §B: Subsection 3 is hereby amended so that it reads in its entirety as follows:

“3. 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 sixth (6th) ensuing semester in which he or she teaches or (b) the semester in which he/she teaches the thirty-second (32nd) credit (at Framingham State College, the eleventh (11th) 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 additional evaluations in the case of any individual part-time member of the faculty.”

xii) Article VIII, §C(1): Clause (a) is hereby amended by adding the following paragraph between its second and third paragraphs:

“Notwithstanding the preceding paragraph, in the case of any full-time member of the faculty who is in the first year of his/her employment, student evaluations shall be conducted pursuant to section D(1)(a) and classroom visitations shall be conducted pursuant to section D(1)(b). The

Department Chair shall forward the record of such visitations to the Vice President as promptly as is practicable after they have been completed.”

xiii) Article VIII, §D(1)(a): The fourth and fifth paragraphs of sub-clause (i) are hereby amended so that they read in their entirety as follows:

“Student evaluations shall be conducted using either the Student Instructional Report II (SIR II), including any Instructor’s Cover Sheet, as the same is published from time to time by the Educational Testing Service of Princeton, N.J., or, in the case of non-lecture or non-laboratory courses, the Student Instructional Rating Form for Non-Lecture Courses that is attached to this Agreement as its Appendix C-4. Student evaluations of distance education courses shall be conducted using the web-based version of the above-described SIR II; provided only that any item on the web-based version of the SIR II that solicits student comments shall be blocked and shall not be accessible for student use. (Copies of the Instructor’s Cover Sheet and the Student Instructional Report II as they are on the date of execution of this Agreement are annexed to it as its Appendices C-2 and C-3, respectively.)

“All student evaluations, other than those conducted using the web-based SIR II, shall be conducted in accordance with the procedures specified in Appendix C-1. The parties will promptly develop comparable procedures for conducting the web-based SIR II.”

xiv) Article VIII, §D(1)(a): Sub-clause (i) is hereby further amended by adding the following paragraph to it at its end:

“Whenever two or more members of the faculty team-teach a course, student evaluations shall be conducted in such course as follows and otherwise in accordance with the preceding paragraphs of this sub-clause (i). If each member of the faculty teaches a discrete portion of the course, student evaluations shall be conducted of each such faculty member when that faculty member’s portion of the course is completed. If the faculty members do not teach discrete portions of the course, student evaluations shall be separately conducted of each faculty member near the end of the course (on the usual schedule) with appropriate instructions to the students concerning the separateness of each evaluation.”

xv) Article VIII, §D(1): Clause (b) is hereby amended by adding the following paragraph to it at its end:

“The regular sequence of classroom visitations is, in summary, the following:

“(i) For non-tenured members of the faculty who are being evaluated for reappointment, the Department Chair is to conduct classroom visitations every semester.

- “(ii) For members of the faculty seeking promotion or tenure, the Department Chair is to conduct classroom visitations in the final spring semester of the review period, and no such visitations are to be conducted during the ensuing fall semester unless the visitations that were to have been conducted in the final spring semester of the review period were not conducted.
- “(iii) Classroom visitations are normally to be conducted by peer evaluation committees during the fall semester of the evaluation period, but they should be conducted during the final spring semester of the review period if it is foreseen that the faculty member to be evaluated will not be teaching in that fall semester.
- “(iv) Except as provided in item (ii) above, no classroom visitations shall be conducted during the spring semester of a promotion or tenure evaluation year.”

xvi) Article VIII, §D(2)(a): The fourth and sixth paragraphs of sub-clause (i) are hereby amended so that they read in their entirety as follows:

“Student evaluations shall be conducted using either the Student Instructional Report II (SIR II), including any Instructor’s Cover Sheet, as the same is published from time to time by the Educational Testing Service of Princeton, N.J., or, in the case of non-lecture or non-laboratory courses, the Student Instructional Rating Form for Non-Lecture Courses that is attached to this Agreement as its Appendix C-4. Student evaluations of distance education courses shall be conducted using the web-based version of the above-described SIR II; provided only that any item on the web-based version of the SIR II that solicits student comments shall be blocked and shall not be accessible for student use. (Copies of the Instructor’s Cover Sheet and the Student Instructional Report II as they are on the date of execution of this Agreement are annexed to it as its Appendices C-2 and C-3, respectively.)”

[For fifth paragraph, see 2004 Agreement.]

“Student evaluations, other than those conducted using the web-based SIR II, shall be conducted in accordance with the procedures specified in Appendix C-1 and otherwise in accordance with the requirements of Section D(1) of this Article VIII. The parties will promptly develop comparable procedures for conducting the web-based SIR II.”

xvii) Article VIII, §D(2)(a): Sub-clause (i) is hereby further amended by adding the following paragraph to it at its end:

“Whenever two or more members of the faculty team-teach a course, student evaluations shall be conducted in such course as follows and otherwise in accordance with the preceding paragraphs of this sub-clause

(i). If each such member of the faculty teaches a discrete portion of the course, student evaluations shall be conducted of each such faculty member when that faculty member's portion of the course is completed. If the faculty members do not teach discrete portions of the course, student evaluations shall be separately conducted of each faculty member near the end of the course (on the usual schedule) with appropriate instructions to the students concerning the separateness of each evaluation."

xviii) Article VIII, §D: Section D is hereby further amended by adding to it the following subsection 4:

"4. Teaching Assignments in More Than One Department

"In the case of faculty with teaching assignments in more than one department or librarians teaching in any one or more departments, student evaluations and classroom visitations of their courses shall be conducted as follows and otherwise in accordance with the applicable provisions of this section D:

"(i) Student evaluations shall (as otherwise required) be administered in courses in each department by the chair of the respective department;

"(ii) Classroom visitations shall (as otherwise required) be conducted in courses in each department by the chair of such department;

"(iii) As promptly as is practicable after they have been completed, the record of all such student evaluations and visitations that are conducted outside a faculty member's home department or, in the case of librarians, conducted in any academic department, shall be transmitted either to the chair of the faculty member's home department or to the Director, Library, or Library Program Area Chair, as may be appropriate; and

"(iv) The Peer Evaluation Committee having responsibility for the evaluation of any such faculty member or librarian shall have the right to conduct classroom visitations in courses the faculty member or librarian teaches in any department."

xix) Article VIII, §E(2)(a): Sub-clause (ii) is hereby amended by inserting at its end the following two paragraphs:

"Whenever the Department Chair is not a tenured member of the faculty, the responsibilities described in this sub-clause (ii) shall, for the purpose of evaluating any member of the faculty who is a candidate for tenure, be discharged by a tenured member of the faculty who has been selected to act in the Department Chair's stead for such purpose.



“If a Department Chair does not hold tenure, 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 the purposes described in the preceding paragraph. If a tenured member of the department is not available for such purposes, a tenured member of a cognate department shall be elected by the tenured members of the affected department (or by the tenure-track members of that department if there are no tenured members).”

xx) Article VIII, §G: Subsection 2 is hereby amended by inserting at its end the following paragraph:

“The members of the Committee on Tenure identified in Section H, subsection 2(a)(i) or 2(b)(i), of this Article shall not be eligible to serve on the Committee on Promotions during the period of their membership on the Committee on Tenure. A member of the Committee on Tenure identified in Section H, subsection 2(a)(ii) or 2(b)(ii), of this Article shall be eligible to serve on the Committee on Promotions only if the candidate for tenure is not also a candidate for promotion during the same evaluation period.”

xxi) Article VIII, §H: Subsection 2 is hereby amended so that it reads in its entirety as follows:

“2. Composition of the Committee on Tenure

“The Committee on Tenure shall be constituted as follows:

“a. At each of Bridgewater, Fitchburg, Framingham, Salem, Westfield and Worcester State Colleges, there shall be constituted a Committee on Tenure composed of the following persons:

- “i. four (4) tenured members of the bargaining unit, all of whom shall be from among the Assistant Professors, Associate Professors, Professors, Assistant Librarians, Associate Librarians, Librarians and Senior Librarians at each College; and
- “ii. in the case of each candidate for tenure, one (1) person elected by and from among the tenured members of the candidate’s department or, in the case of a librarian, elected by and from among the tenured librarians.

“b. At each of the Massachusetts College of Art and Design, the Massachusetts College of Liberal Arts, and the Massachusetts Maritime Academy, there shall be constituted a Committee on Tenure composed of the following persons:

- “i. two (2) tenured members of the bargaining unit, both of whom shall be from among the Assistant Professors, Associate Professors, Professors, Assistant Librarians, Associate Librarians, Librarians, and Senior Librarians at each College; and
- “ii. in the case of each candidate for tenure, one (1) person elected by and from among the tenured members of the candidate’s department or, in the case of a librarian, elected by and from among the tenured librarians.

“The Department Chair of any faculty member who is a candidate for tenure shall serve as a consultant to the Committee on Tenure in respect of such faculty member’s candidacy for tenure. The members identified in clauses (a)(i) and (b)(i) of the first paragraph of this subsection 2 shall be elected at large at each College by and from among the members of the bargaining unit in elections conducted for that purpose under the auspices of the Association; no member of the bargaining unit shall be entitled to participate in such election while on a leave of absence. No more than one (1) such member shall be elected from any one academic department. No Department Chair shall be eligible to serve on the committee, but no Department Chair shall be hereby disqualified from serving as a consultant to the committee.

“The members of the Committee on Promotion shall not be eligible to serve as members of the Committee on Tenure under clause (a)(i) or (b)(i) of this subsection 2. A member of the Committee on Promotions shall be eligible to serve as a member of the Committee on Tenure under clause (a)(ii) or (b)(ii) of this subsection 2 only if the candidate for tenure is not also a candidate for promotion during the same evaluation period.

“If there are no tenured members of the candidate’s department who are eligible to be elected pursuant to clause (a)(ii) or (b)(ii), as the case may be, of the first paragraph of this subsection 2, then a tenured member of a cognate department shall be elected by the tenured members of the candidate’s department (or by the tenure-track members of the candidate’s department if there are no tenured members.) In the case of librarians, if there are no tenured librarians who are eligible to be elected pursuant to clause (a)(ii) or (b)(ii), as the case may be, of the first paragraph of this subsection 2, then a tenured member of a cognate department shall be elected by the tenured librarians (or by the tenure-track librarians if there are no tenured librarians).

“The term of office of each of the members identified in clauses (a)(i) and (b)(i) of the first paragraph of this section 2 shall be for two years commencing with the date of his or her first election.

“One of the members identified in clauses (a)(i) and (b)(i) of the first paragraph of this subsection 2 shall be annually elected by the members of the committee to serve as its chair.

“Whenever, on the basis of bias or prejudice, any candidate for tenure shall have objected to or otherwise challenged the membership on the committee of any person who is to serve thereon pursuant to the foregoing provisions, he/she shall do so by fully stating his/her reasons therefor in writing to the President, who shall thereupon review the allegations and make inquiry regarding them, and who shall thereafter make such final and binding decisions as he/she deems appropriate; every such decision shall be made in writing.

“For the purpose of serving as a consultant to the Committee on Tenure, the Department Chair of the faculty member whom the committee is evaluating for tenure shall be present during at least one of the committee’s substantive meetings (i.e., a meeting at which members of the committee are engaged in deliberations concerning the candidate’s suitability to be granted tenure and are not merely considering organizational or procedural matters) in order to summarize his or her assessment of the candidate and the reasons for such assessment and to answer questions from the members of the committee. The chair’s presence during any other portion of the meeting or at any other meeting, whether for the purpose of answering further questions from the members of the committee or otherwise, is a matter for the committee’s discretion; in no case, however, shall the chair be present at the portion of any meeting during which the members of the committee vote on the question whether to recommend that the candidate be granted tenure.

“At the request of the President or the candidate for tenure or upon the independent determination of the committee, the committee shall employ as a consultant and member of the committee a tenured person in the same academic discipline at another four-year institution of higher learning; provided, however, that the person to be so employed shall in every event be selected by the committee and shall have no prior direct personal or professional relationship with the candidate for tenure.

“Each of the persons serving as members of any committee on tenure constituted pursuant to this Section H may, but is not obligated to, visit a classroom or classrooms of the person whose candidacy for tenure the committee is charged with evaluating.”

xxii) Article VIII: Section O is hereby deleted and the following Section O inserted in its place:

“O. DELETED

“Section O is intentionally left blank.”

xxiii) Article IX, §A: Subsection 4 is hereby amended so that it reads in its entirety as follows:

“Tenure, when granted by the Board of Trustees to a faculty member holding an appointment of the kind described in subsection 2(a) or 2(b), shall first have effect no later than the September 1 next following the date on which the Board of Trustees votes to grant tenure.”

xxiv) Article XI, §C: Subsection 7 is hereby amended so that it reads in its entirety as follows:

“7. Expedited Grievances

“Any grievance involving non-reappointment, the denial of tenure or the denial of promotion to an Instructor in his or her fourth year of employment shall initially be filed and heard at Step 2 if the breach of the Agreement the grievance alleges is attributed to the Vice President, the President or the Board of Trustees. Any grievance involving termination shall initially be filed and heard at Step 2.”

xxv) Article XI, §C(9): The fifth paragraph of Step 2 is hereby amended so that it reads in its entirety as follows:

“Within twenty (20) days after the President and the grievant meet, the President shall make such determination as is prescribed in Section C(6) of this Article. The President shall render a written decision and shall set forth therein his/her determinations and the reasons therefor and his/her findings of fact, and he/she shall provide a copy of his/her decision to the grievant and to the Chapter President. Such decision shall thereafter form a part of the grievance record.”

xxvi) Article XI, §C(9): Step 2 is hereby further amended by adding the following paragraph to it at its end:

“If the Association elects to proceed beyond Step 2, then within fourteen (14) days after the expiration of the period provided under this Step 2 for resolution of the grievance, it shall file notice of such election with the President, the Chair of the Association Grievance Committee, and the designated representative of the Council of Presidents. This notice shall satisfy the requirements of Step 3 and the requirements of clause (i) in the first paragraph of Step 4.”

xxvii) Article XI, §C(9): The first four paragraphs of Step 3 are hereby replaced with the following three paragraphs:

“If the Association elects to proceed to this Step, then following the receipt of such notice by the representative of the Council of Presidents, but no sooner than thirty (30) days thereafter, the grievance will be addressed in mediation on the next available mediation date.

“The Council and the Association shall reserve, at a minimum, the first Monday of each month for the mediation of grievances at Step 3. Dates and locations shall be determined at the beginning of each fiscal year falling within the term of this Agreement. Mediation shall be conducted on a rotating basis by Mark Irvings, Diane Zaar Cochran and Roberta Golick.

“Two grievances per day shall be the standard for mediation unless the grievances are related, in which case additional related grievances may be addressed by agreement of the parties.”

xxviii) Article XI: Section G is hereby amended so that it reads in its entirety as follows:

“G. COSTS OF MEDIATION AND ARBITRATION

“In all mediation and arbitration proceedings, the mediator’s or arbitrator’s fees and expenses shall normally be paid fifty percent (50%) by the Association and fifty percent (50%) by the College or Colleges; provided, however, that whenever an arbitrator shall have found as a matter of fact on the basis of clear and credible evidence that either party has acted in bad faith during any of the proceedings contained in this Article XI, the arbitrator may determine that the fees and expenses of the arbitrator in such case shall be paid entirely by one or the other party. All payments to a mediator or arbitrator shall be made within thirty (30) days of the rendering of his/her statement of fees and expenses. In all other respects the parties shall bear their own costs of mediation or arbitration, except that the parties agree to provide a stenographic record of all arbitration proceedings and to each pay fifty percent (50%) of the costs thereof, unless they shall have mutually agreed not to provide for such a stenographic record.”

xxix) Article XII §A(2): Clause (a) is hereby amended so that the first two paragraphs read in their entirety as follows:

“a. General

“In order to enable faculty members to carry out their several responsibilities, members of the faculty shall not be required to teach an excessive number of semester hours of credit of instruction, be assigned an excessive student load or be assigned an unreasonable schedule. At Colleges other than Framingham State College, twenty-four (24) semester hours of credit of instruction

shall be considered the normal faculty teaching workload in academic subject areas for the academic year; provided, however, that every member of the faculty may be required to teach not more than one hundred twenty (120) semester hours of credit of instruction during the five (5) academic years 2003-2004, 2004-2005, 2005-2006, 2006-2007 and 2007-2008.

“At Framingham State College, six (6) courses of instruction shall be considered the normal faculty teaching workload in academic subject areas for the academic year; provided, however, that every member of the faculty may be required to teach not more than thirty (30) courses during the five (5) academic years 2003-2004, 2004-2005, 2005-2006, 2006-2007 and 2007-2008.”

xxx) Article XII: Section F is hereby amended so that it reads in its entirety as follows:

“F. COMPENSATORY ADJUSTMENT FOR EXTRAORDINARY WORKLOAD

“When with the approval of the Vice President a bargaining unit member agrees to perform additional unit work to assist the department or College due to another member’s sickness, injury, emergency leave or other unanticipated absence, then the unit member performing the work will be compensated in the following manner:

“1. In the case of a full-time member of the bargaining unit or a salaried part-time member of the faculty:

<u>Time Assigned</u>	<u>Compensation</u>
5 weeks or less	one-third (1/3) of the credit of instruction
6-10 weeks	two-thirds (2/3) of the credit of instruction
11 weeks or more	the full credit of instruction

“2. In the case of a part-time member of the faculty other than a salaried part-time member of the faculty:

“A prorated portion of the stipend otherwise payable pursuant to Article XIII, Section H(3).

“In no event will a unit member be allowed to perform additional unit work of more than four (4) credit hours of instruction per semester.”

xxxi) Article XII-A, §A: Subsection 5(b) is hereby amended so that it reads in its entirety as follows:

“No later than April 15 of each year the Vice President shall notify the Sea Term Council, if such council has been formed by the President, which of the majors and programs, in addition to Marine Transportation and Marine Engineering, will have training programs on board the forthcoming Sea Term. The Vice President shall notify the chairs of those departments having majors or programs that will be providing training on the forthcoming Sea Term that the Training Coordinators will need to be elected.

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

“The Training Coordinator will serve, in each case, for the period (excluding the summer intersession) commencing upon appointment and continuing through the conclusion of the Sea Term. Each Training Coordinator shall, in consultation with the Vice President, plan for the forthcoming Sea Term and, in that capacity, serve on board the Training Ship during the Sea Term. Each Coordinator shall receive additional compensation at a rate equal to two (2) credit hours at the DGCE rate in effect in accordance with paragraph (a)(ii) of this subsection 5.”

xxxii) Article XII-A, §A(5)(c): Clause (iv) is hereby amended so that it reads in its entirety as follows:

“iv. Duties may include classroom instruction, laboratory instruction, at-sea watch training instructor, lifeboat instructor, or Sea Term Training Coordinator, and participation in U.S. Coast Guard required drills.”

xxxiii) Article XII-A, §A(5): Clause (c) is hereby further amended by adding to it the following sub-clause (vi):

“vi. (A) Members of the bargaining unit who participate in any Sea Term shall be required to complete the Pre-Sea Term Medical History Form (“medical history form”), included as Appendix A to this Article XII-A.

“(B) Approximately six (6) weeks prior to the commencement of the Sea Term, the medical history form shall be given to unit members who are scheduled to participate in the Sea Term.

“(C) The unit member shall transmit the medical history form to the Director of Health Services no later than thirty (30) days prior to the commencement of the Sea Term.

“(D) In the event a member of the bargaining unit who, less than thirty (30) days prior to the commencement of the Sea Term, is required or elects to participate in the Sea Term, he/she will work with the Director of Health Services, the registered nurse in Health Services, or the medical consultant for the Massachusetts Maritime Academy (collectively, “Health Services”) to complete the medical history form prior to departure.

“(E) Health Services shall review the medical history form for completeness. If the form is found to be incomplete, Health Services may contact the unit member to require that the medical history form be completed.

“(F) One copy of the medical history form may be made by Health Services. The copy or the original medical history form may be kept in Health Services, and the copy or the original medical history form may be kept in the sick bay on the Training Ship. The medical history form shall not be otherwise duplicated, and shall not be electronically scanned or transmitted.

“(G) The only persons who shall have access to the medical history form are Health Services and the physician on the Training Ship during the Sea Term. Information contained on the form may be disclosed only to other medical personnel and only for the purpose of medical treatment.

“(H) At the conclusion of the Sea Term, and at the request of the unit member, he/she shall receive both copies of the medical history form if he/she had received no medical treatment during the Sea Term. The unit member will be required to acknowledge the return of the medical history form(s) by signing a Release of Custody Form upon receipt of the medical history form(s). If a unit member received medical treatment during the Sea Term and requests that the medical history form be returned, then Health Services may retain the original form only and the unit member will be provided with a copy of the original form. The Release of Custody Form is included as Appendix B to this Article XII-A.

“(I) The Employer shall negotiate with the Association before modifying the medical history form.”

Appendices A and B of Article XII-A are annexed to this Memorandum of Agreement as its Appendices A and B.

xxxiv) Article XII-A, §G: Subsection 1 is hereby amended so that it reads in its entirety as follows:



“1. Changes in Federal Regulations

“The Massachusetts Maritime Academy and cadet training at the Massachusetts Maritime Academy have been and continue to be regulated in part by the federal government.

“The United States is a party to the International Convention on Standards of Training, Certification and Watchkeeping for Seafarers, 1978, as amended in 1995 (STCW Convention), and is therefore developing and implementing new regulations known as the STCW Code. The STCW Code will codify certain certification aspects of cadet training at the Massachusetts Maritime Academy. STCW shall not substantially or significantly increase the workload of bargaining unit members. The Chapter President shall be immediately notified of any new STCW requirements.

“Classroom records required to be maintained under the STCW Code shall be maintained by Professional Maritime Faculty members during the semester in which such records are required to be made. At the conclusion of each semester, custody of such records shall be transferred to the Vice President for safekeeping.”

xxxv) Article XIII: Section A is hereby amended so that it reads in its entirety as follows:

“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 June 30, 2007, 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.”

xxxvi) Article XIII: Sections C, D, E and F are hereby amended so that they read in their entirety as follows:

“C. SALARY ADJUSTMENTS

“1. Base-Rate Salary Increase: July 1, 2007

“a) Except as is provided in the following paragraph (b), the annual salary of every full-time and salaried part-time member of the bargaining unit who is then employed shall, with effect on July 1, 2007, be increased by an amount equal to three and one-half percent (3.5%) thereof.

“b) The annualized value of the salary of every member of the bargaining unit who was employed as a full-time temporary member of the faculty during the spring semester of 2007 and who is re-employed with effect on September 1, 2007, as a full-time member of the faculty (whether such re-employment is temporary or other) shall, with effect on September 1, 2007, be equal to not less than the sum of One Hundred Three and One-Half Percent (103.5%) of the annualized value of the salary he or she was paid during the spring semester of 2007 plus the longevity adjustment payable in accordance with subsection 2 below.

“2. Longevity Adjustment: July 1, 2007

“a) With effect on July 1, 2007, the annual salary of every full-time and salaried part-time member of the bargaining unit who is then employed shall be increased by a further amount equal to the longevity adjustment that corresponds to his or her years of full-time State College service. The total cost of all such longevity adjustments shall be \$350,000.

“b) For the purpose of this subsection 2, the years of full-time State College service of a member of the bargaining unit shall be measured as of July 1, 2007, by the length of his or her service as a full-time member of the faculty or librarian at any State College or as a salaried part-time member of the faculty as defined in Section H(4) of this Article XIII; provided only that all such salaried part-time service shall be counted on a prorated basis.

“c) The amount of each longevity adjustment shall be determined on the basis of the unit member’s membership in a longevity cohort (which shall be determined by his or her years of full-time State College service) and the number of shares that correspond to such cohort:

	<u>Longevity Cohort</u>	<u>Number of Shares</u>
i)	Less than 10 years	1
ii)	10 or more but less than 20 years	2
iii)	20 or more but less than 30 years	3
iv)	30 or more but less than 40 years	4
v)	40 or more years	5

“d) The value of each longevity share shall be calculated as follows:

- “i) The number of eligible members of the bargaining unit in each longevity cohort shall be multiplied by the corresponding number of longevity shares for that cohort and the five products shall be summed to obtain a total number of longevity shares.
- “ii) The total number of longevity shares so calculated shall be divided into \$350,000.
- “iii) The result shall equal the value of one (1) longevity share.
- “iv) Example:

	<u>Number of Unit Members in Cohort</u>		<u>Number of Shares</u>		<u>Product</u>
	i) 825		1		825
	ii) 325		2		650
	iii) 260		3		780
	iv) 165		4		660
	v) 25		5		125
					<u>3040</u>

$\$350,000 \div 3040 = \$115.13 = \text{one share.}$

“3. Minimum Salary Review: September 30, 2007

- “a) With effect on September 30, 2007, 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 on that date.
- “b) With effect on September 30, 2007, 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 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.
- “c) The salary reviews required by this subsection 3 shall be conducted after the moneys needed to fund the salary increases and adjustments contained in subsections 1 and 2 have been appropriated and the increases and adjustments themselves given effect.

“4. Minimum Salary Review: September 30 of Each Year Following 2007

“Subject to modification by the applicable provisions, if any, of any successor agreement to this Agreement, the provisions of the preceding subsection 3 shall apply on September 30 of each year following 2007, 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, 2007

“Whenever during the period commencing on September 1, 2006, and ending on August 31, 2007, 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 26, 2007, 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 or minimum salary review.

“2. Degrees Secured after August 31, 2007

“Subject to modification by the applicable provisions, if any, of any successor agreement to this Agreement, the provisions of the preceding subsection 1 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, 2007.

“E. ACADEMIC PROMOTIONS

“1. Promotions Having Effect on September 1, 2007

“Whenever any member of the bargaining unit shall have been promoted with effect on September 1, 2007, his or her annual salary shall, with effect on August 26, 2007, 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	\$4,300
ii.	Associate Professor/Librarian	\$3,855
iii.	Assistant Professor/Associate Librarian	\$3,475
iv.	Assistant Librarian	\$2,530

“2. Promotions Having Effect after September 1, 2007

“Subject to modification by the applicable provisions, if any, of any successor agreement to this Agreement, the provisions of the preceding subsection 1 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, 2007.

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

“1. August 26, 2007

“a. With effect on August 26, 2007, 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 on that date.

“b. With effect on August 26, 2007, 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 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.

“c. The salary reviews required by this subsection 1 shall be conducted after the moneys needed to fund the salary increases and adjustments contained in sections C(1) and C(2) have been appropriated and the increases and adjustments themselves given effect.

“2. After September 1, 2007

“Subject to modification by the applicable provisions, if any, of any successor agreement to this Agreement, the provisions of the

preceding subsection 1 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, 2007.”

xxxvii) Article XIII, §H: Subsection 3 is hereby amended so that it reads in its entirety as follows:

“3. Other Part-Time Faculty

- “a. 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 July 1, 2007, be \$4,142 for each three (3)-credit course.
- “b. At Framingham State College, the rate of pay for all part-time members of the faculty employed as such shall, with effect on July 1, 2007, be \$5,522 for each four (4)-credit course.
- “c. At Westfield State College, the hourly rate paid to members of the bargaining unit who teach music courses on an hourly basis shall be \$52.00 with effect on July 1, 2007.”

xxxviii) Article XIII: Section L is hereby amended so that it reads in its entirety as follows:

“L. REOPENER

“In the event that, during the term of this Agreement (but after August 27, 2007) a collective bargaining agreement is executed, submitted by either the Governor or the Secretary of Administration and Finance and 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.”

xxxix) Article XIII: Section M is hereby amended so that it reads in its entirety as follows:

“M. HOLD HARMLESS

“If in connection with the making of any collective bargaining agreement that has effect for a one-year term commencing on July 1, 2007, and

ending on June 30, 2008, the Governor (acting by anyone having authority therein) approves for any bargaining unit that includes full-time faculty at the University of Massachusetts a settlement that requires an appropriation of moneys under Chapter 150E, §7, of the General Laws in excess of the moneys required to fund salary increases in the amount of or equivalent to 3.5% and in the further amount of or equivalent to 0.3%, then an amount corresponding to such excess on a pro-rata basis shall, on terms identical to those on which the same has been approved by the Governor for such bargaining unit at the University of Massachusetts, be made available pursuant to Chapter 150E, §7, to members of the bargaining unit to which this Agreement applies. Neither the Board of Higher Education nor any State College shall be obligated to expend any moneys (other than moneys appropriated to or for its benefit pursuant to Chapter 150E, §7) for the purpose of discharging the obligation recorded in this Section M.”

xl) Article XIV: The first paragraph of section B is hereby amended so that it reads in its entirety as follows:

“B. PROGRAMS OF PROFESSIONAL DEVELOPMENT

“No later than September 30, 2007, there shall be established at each College a Committee on Professional Development and Retraining, which shall be composed of three (3) unit members appointed by the Chapter President and two (2) persons appointed by the President of the College.”

xli) Article XIV §G: Subsections 1, 2 and 3 are hereby amended so that they read in their entirety as follows:

“G. SUPPORT FOR CONTINUING SCHOLARSHIP

“1. Funding

“With effect on September 1, 2007 (for the fiscal year ending on June 30, 2008), there shall be made available at each College a pool of moneys that shall be expended, in accordance with this Section G, for the support of continuing scholarship. The amount of the pool of moneys shall be calculated as follows:

“a. there shall first be computed an amount equal to one percent (1%) of the value, aggregated for the nine State Colleges, of the AA unit payroll as that payroll is on May 31, 2007;

“b. the amount computed under the preceding clause (a) shall be divided by the number equal to the number, aggregated for the nine State Colleges, of all full-time-equivalent members of the bargaining unit employed on May 31, 2007

(but including in that number only full-time and salaried part-time members of the bargaining unit); and

“c. the amount computed under the preceding clause (b) shall, for each College, be multiplied by the number equal to the number of full-time-equivalent members of the bargaining unit employed at the College on May 31, 2007 (but including in that number only full-time and salaried part-time members of the bargaining unit).

“2. Source of Funding

“The moneys required under the preceding subsection 1 to fund support for continuing scholarship with effect on September 1, 2007, shall not be an incremental cost item for such purposes and shall be supplied from moneys otherwise lawfully available to be expended for such purpose at each College.

“3. Continuing Scholarship

“For the purposes of this Section G, the phrase “continuing scholarship” shall have the meaning ascribed to it in Article VIII, Section A(1)(b) and Section A(3)(b), and the moneys made available hereunder shall be applied solely for the support of such continuing scholarship.”

xlii) Article XIV: Section G is hereby further amended so that the first paragraph of subsection 4 reads in its entirety as follows:

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

“With effect on September 1, 2007, there shall be allocated (i) to each full-time member of the bargaining unit an amount equal to the amount calculated for such date pursuant to clause (b) of the preceding subsection 1 and (ii) to each salaried part-time member of the bargaining unit a proportionate share of an amount equal to the amount so calculated for such date. Each such member of the bargaining unit shall be entitled to expend the amount so allocated but may do so only subject to the following:”

xliii) Article XV, §B: The first paragraph of section B is hereby amended by adding the following sentence to it at its end:

“For the purpose of determining a unit member’s eligibility for a sabbatical leave, so many consecutive years (including consecutive semesters, if applicable) of service as a temporary full-time member of the



bargaining unit as immediately precede a tenure-track appointment shall be counted.”

xliv) Article XX: Section D is hereby amended by adding the following paragraph to it at its end:

“A librarian who holds an appointment at the rank of Assistant Librarian and who is awarded a terminal degree shall, upon the College’s being given notice thereof and confirming the same, be granted, with effect on the ensuing September 1, a promotion to the rank of Associate Librarian without its being required that he or she be evaluated for such promotion pursuant to Article VIII; provided, however, that this paragraph shall be of application only if the entitlement to such promotion is made a term of such librarian’s appointment as an Assistant Librarian.”

xlv) Article XXI, §A: The first clause of the first sentence of the first paragraph is hereby amended so that it reads in its entirety as follows:

“This Agreement shall be in full force and effect from and after July 1, 2007.”

xlvi) Article XXI, §A: The third and fourth paragraphs are hereby amended so that they read in their entirety as follows:

“This Agreement shall expire at midnight on June 30, 2008. Either party may at any time give notice to the other requiring the commencement of negotiations for a successor agreement. Negotiations for a successor agreement shall commence no later than February 4, 2008.

“If an agreement shall not have been reached by June 30, 2008, this Agreement shall continue in full force and effect until the fifth (5<sup>th</sup>) day following receipt of written notice given by either party to the other of its intention to terminate this Agreement. Notice to the Association shall be given to the President of the Association. Notice to the Board of Higher Education shall be given to the Chair of the Council of Presidents.”

WHEREFORE the parties hereto hereunder set their signs and seals as of the 27th day of August, 2007.

BOARD OF HIGHER EDUCATION

MASSACHUSETTS TEACHERS  
ASSOCIATION

By: \_\_\_\_\_  
Chair, Board of Higher  
Education

By: \_\_\_\_\_  
Massachusetts Teachers  
Association/NEA

By: \_\_\_\_\_  
Chancellor, Board of Higher  
Education

By: \_\_\_\_\_  
President, Massachusetts  
State College Association

By: \_\_\_\_\_  
Director of Employee Relations  
Board of Higher Education

By: \_\_\_\_\_  
Chair, Massachusetts State  
College Association Bargaining  
Committee

By: \_\_\_\_\_  
Chair  
Council of Presidents