

**BOARD OF HIGHER EDUCATION**

**and**

**MASSACHUSETTS STATE COLLEGE ASSOCIATION/MTA/NEA**

**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement, dated the 22nd day of April, 2009, is entered into by the Board of Higher Education (the "Board") and the Massachusetts Teachers Association, acting by the Massachusetts State College Association (the "Association").

WHEREAS the Board and the Association have been parties to a collective bargaining agreement entered into on August 27, 2007 (the "2007 Agreement"), which by its terms has remained in full force and effect; and

WHEREAS, the parties have conducted and, on April 7, 2009, concluded their negotiations for amendments to the 2007 Agreement and for a new collective bargaining agreement (the "2009 Agreement") whose term shall commence on July 1, 2009 and expire on June 30, 2012; and

WHEREAS, the parties wish hereby to record and give effect to the terms of the agreements reached by the parties on April 7, 2009;

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

Section 1—General

1. The provisions of the 2007 Agreement shall be incorporated into the 2009 Agreement except as the former are amended by the following provisions.
2. The 2009 Agreement will include all additional Memoranda of Agreement and Memoranda of Understanding entered into by the parties since the 2007 Agreement was reached, subject to any agreements otherwise made.
3. Changes in dates and nomenclature will be made as necessary to preserve the meaning of the 2007 Agreement. Additional changes may be required in order to reconcile related provisions.
4. Items with asterisks contain provisions that are effective beginning on certain dates during FY 2009 as stated below.

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Section 2—Article I, Recognition and Definitions

Definitions #6 and #12. Replace the words “Board of Directors” with “President of the Association.”

Section 3—Article IV, Supplemental Benefits

- \*1. Change the heading of “Funeral Leave” to “Bereavement Leave” and provide seven days instead of four days for the death of the unit member’s spouse, domestic partner, child or stepchild for such deaths that may occur after the Association ratifies the 2009 Agreement.
- \*2. Add a sentence to FMLA in Section B (4). Effective April 7, 2009, leave qualifying under FMLA shall be extended for an additional fourteen (14) weeks at the request of the unit member provided that the qualifying condition persists.
- \*3. Add a Section B (5). “Nothing contained in this Agreement shall be deemed to abridge any right conferred on any member of the bargaining unit or on either of the parties hereto by the Small Necessities Leave Act as the same may be amended from time to time.” This shall have effect on the date of ratification.
4. Replace references to a mileage reimbursement rate with “the IRS rate as it is from time to time.”
5. Meals shall be reimbursed at the rate of \$7.50 for breakfast, \$12.50 for lunch and \$20.00 for dinner.
6. Fees charged to unit members, their spouses and children for Day undergraduate courses shall, during the period ending on June 30, 2012, not be more than was charged at any state college on September 1, 2008.
7. Increase Health and Welfare Trust contributions by the Commonwealth: \$0.50/week/FTE effective January 1, 2011 and \$0.50/week/FTE effective January 1, 2012.

Section 4—Article VI, Department Chairs

1. To determine the size of the department for purpose of term limits only full-time faculty actively employed at the time of the election will be counted. This number shall be the basis prospectively for calculating term limits.



C. J. O'D.

\*2. Chair stipends:

<b>Effective Date</b>	<b>Amount per Semester</b>
7-1-08	\$1,660
7-1-09	\$1,685
7-1-10	\$1,745
7-1-11	\$1,810

Section 5—Article VII, Participation in the Decision-Making Process

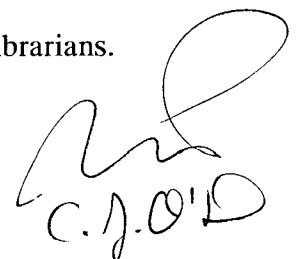
Substitute Appendix A of Article VII for what is now Article VII.

Section 6—Article VIII, Evaluations

1. “Except as otherwise provided in the Agreement, persons who are responsible for evaluating others pursuant to this Article VIII have a duty to keep in confidence any evaluations or evaluation materials to which they are privy in that capacity.”
2. Revise sections on contributions to the professional growth and development of the college community by adding: “which contributions may include (a) service on inter-institutional and system-wide committees, (b) service as a program area chair without release time, and (c) academic advising of students in excess of 30 assigned at the beginning of a semester.”
3. Delete the reference to Program Area Chair in A (1) (b) (iii).
4. Classroom observations.

The following shall replace the first sentence of D (1) (b). “At least once each semester the Department Chair shall visit one section of each type of course taught by each full-time faculty member in the department for the purpose of evaluating the teaching effectiveness of such faculty member when he or she is being evaluated in accordance with the provisions of this Article for reappointment, tenure or promotion or, in the case of a full-time temporary faculty member, during the first and third semester of employment; provided that no more than two such visits shall be required; and provided further that if a faculty member is teaching both a classroom course and an online course, one observation shall be conducted in the classroom course and one in the online course.”

5. The parties will attempt to devise a form for observation of work of librarians.



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6. Documents related to evaluations will be made available by the VP to the President.

Section 7—Article VIII-C, Post-tenure Review

1. Eliminate Alternative Two.  
 2. Revise Alternative One as follows:

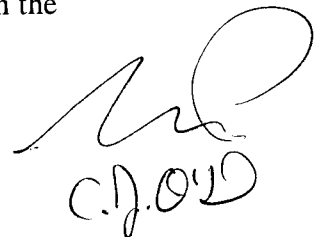
<b>2007 Agreement (Alternative One)</b>	<b>2009 Agreement (No reference to Alternative One)</b>
Mandatory if Alternative Two not selected.	Voluntary
Election of Alternative One or Alternative Two and year for Alternative One was made in December 2005	Election to be reviewed shall be made by April 1 <sup>st</sup> of the academic year preceding the year of review but no earlier than April 1 <sup>st</sup> preceding the first year of eligibility.
Eligible if tenured as of September 1, 2004.	Eligibility beginning with 7 <sup>th</sup> year after tenure and every 7 <sup>th</sup> year after a review. (See Appendix 1.) Leaves of absence do not delay eligibility.
Selection of review year by seniority; postponement possible.	Eligibility determined in accordance with Appendix 1, but remains open until review takes place.
Postponement possible until date materials due if promotion evaluation is chosen instead.	No postponement allowed if PTR chosen by April 1 of preceding year, except for medical emergency.
Minimum 4-year review period, maximum back to effective date of tenure.	See Appendix 1 for review periods.  Leaves of absence are counted in the review period.
Exemplary	6% adjustment warranted
Meritorious	3% adjustment warranted
Not acceptable	No adjustment warranted
Copies of review letters provided to Chapter Presidents by the administration.	Administration not required to provide copies of review letters to Chapter President.  List of PTR candidates and amounts of increases provided when VP issues the letters, when VP completes reconsiderations and when President completes decisions on appeal.

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<p>Those rated “not acceptable” are eligible for a professional development plan and re-evaluation.</p>	<p>Those rated “no adjustment warranted” and “3% adjustment warranted” are eligible for a professional development plan and re-evaluation.</p>
<p>VP determines the plan in consultation with unit member.</p>	<p>To clarify, VP develops the plan, including the duration of the plan, in consultation with the unit member.</p>
<p>Upon re-evaluation, unit member might receive an increase of 3% or 6%</p>	<p>Upon re-evaluation, unit member rated “no adjustment warranted” might receive an increase of 3% or 6%; unit member rated “3% adjustment warranted” might receive an additional increase of 3%.</p> <p>For those in PD plans—if an increase is granted upon re-evaluation, eligibility starts from the date of the re-evaluation; if no increase is granted, eligibility starts with original review.</p>
<p>College required to spend a minimum of ½% of unit payroll on PTR adjustments.</p>	<p>College required to spend a minimum of ½% of FT unit payroll on PTR adjustments, except that if the number participating in any year varies from 25% of tenured unit members, the required minimum expenditure shall increase or decrease proportionately. In FY 2010 and 2011, ½% of unit payroll will be made available for mitigation of salary inversion and compression in the manner described in Appendices 2 and 3. In FY 2012, any amount between the required PTR expenditure (based on FT unit payroll) and ½% of unit payroll will be paid in the manner described in Appendix 2.</p>
<p>Duration AY 05-06 through AY 08-09</p>	<p>Duration open-ended, beginning in AY 2011-2012.</p>

Section 8—Article XI, Grievance Procedure

1. The parties will include mediators from the Board of Conciliation and Arbitration for grievance mediation on a trial basis of at least six (6) months from the ratification of the 2009 Agreement.

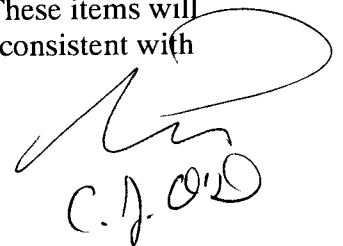


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2. Section N: "A former member of the bargaining unit shall have standing as a grievant hereunder for the purpose of pursuing any grievance that pertains to a claim of right with respect to retrenchment, termination, salary or stipend, and/or sick leave buy-back subject to the time limits for filing and pursuing a grievance under Section C of this Article but without any other limitation on the time for initiating a grievance. A former member of the bargaining unit shall have standing as a grievant hereunder for the purpose of pursuing other grievances concerning his or her former employment under and subject to the limits of time contained in Section C of this Article; in no event shall any such grievance be filed more than ninety (90) days after termination of employment in the bargaining unit."
3. To the extent possible, the parties will add mediation days as needed.

Section 9—Article XII, Workload, Scheduling and Course Assignments

1. Update years and workload credits, carrying forward excesses and deficits.
2. Add a "c" in A (1) for Clinical Nursing Instructors. Workload will consist of the following:
  - teaching, with a maximum of eleven credits per semester and a maximum of one section of classroom instruction per semester exclusive of laboratory instruction (revise/delete #5 on page 200 as needed);
  - academic advising (if advisees assigned)
  - attendance at departmental meetings and assistance with departmental projects such as curriculum review and accreditation.
3. Add a paragraph at the end of Section A (3) (a) explaining that if a faculty member is assigned more than 30 advisees at the beginning of a semester, the faculty member may elect to treat the advising in excess of 30 as a contribution to the professional growth and development of the college community.
4. Delete the sentence that reads, "During the term of this Agreement, there shall be no change at any College in the practice (as it was on the effective date of this Agreement) of assigning workload under this clause (c)." Replace it with a provision to maintain the current table of equivalencies and practice as a minimum workload credit, but allow the workload credit to be increased at a college, which increase shall remain for the duration of this Agreement unless the underlying conditions change so that the workload credit is no longer warranted.
5. Add as examples of Alternative Professional Responsibilities inter-institutional and system-wide committees and duties as a program area chair. These items will be added to full-time faculty and librarian workload sections to be consistent with Article VIII.



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Section 10—Article XII-A, Workload, Scheduling and Course Assignments,  
Massachusetts Maritime Academy

1. Insert “of the kind traditionally required of licensed officers” between the words “duties” and “pertaining” in the second paragraph of Section A (1) and in Section A (3) (a).
2. Day part-time rate in effect for participation in non-Blue-Gold Sea Terms, beginning with 2010 Sea Term.
3. Absences during Sea Terms. See Appendices 4 and 5.
4. Include reference to agreement on equivalencies.

Section 11—Article XIII, Salary

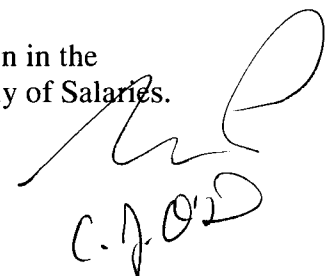
1. Full-time salaries will increase by:  

1.5% on July 1, 2009	3.5% on July 1, 2010	3.5% on July 1, 2011
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Additionally, July 1, 2009, if tax revenues reach \$20.3 billion in FY 2010, a further 1% increase, and if tax revenues reach \$21.4 billion in FY 2010, a further 1% increase.
2. Change “Part-Time Nursing Faculty at Fitchburg State College” to “Clinical Nursing Instructors.”
3. Except for compensation for salaried part-time faculty and music instructors at Westfield State College, part-time stipends will be calculated on a per credit basis (the standard course at Framingham State College being four credits) as follows:  

\$1,402 on July 1, 2009
\$1,451 on July 1, 2010
\$1,502 on July 1, 2011
4. Hourly rate for music instructors at Westfield State College:  

\$53.00 on July 1, 2009
\$55.00 on July 1, 2010
\$57.00 on July 1, 2011
5. By September 1, 2011 a report on salary inversion and compression in the bargaining unit will be prepared by a Joint Committee for the Study of Salaries.



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By the end of February 2012 a study of comparisons of state college faculty salaries with those at peer institutions will be completed under the auspices of the Council of Presidents.

6. The Board agrees that nothing in this Agreement precludes a future inclusion of additional increases in lieu of step increases for FY 2009 if the additional increases are state funded.

\*Section 12—Article XIII-A, Minimum Salary Formula

1. Effective for hiring in progress during AY 2008-2009, add categories of “Creative, Performing and Fine Arts”; “Criminal Justice”; “Curatorial or Professional Museum Employment.”
2. Effective for hiring in progress during AY 2008-2009, change e. “Professional and Industrial Arts (including Design and Special Effects).”

Section 13—Article XIV, Professional Development and Continuing Scholarship

1. Update by changing dates as required for currency.
2. Clarify that any full-time member of the bargaining unit, and any salaried part-time member of the bargaining unit, employed during the fall semester is eligible for per capita professional development money. Persons first employed in the spring semester are not eligible for per capita professional development moneys in that academic year.

\*Section 14—Article XV, Sabbatical Leave

1. See Appendix 6.
2. As practicable, allow reopening applications for those in their sixth year when repeal occurs after October 1 of their sixth year.

Section 15—Article XVI, Access to Official Personnel Files

1. Delete the words “Access to” in the heading.
2. Specify that Day employment records and DGCE employment records are held in separate Official Personnel Files.



C.J. O'D.



Section 16—Article XX, Appointment and Promotion

1. Add provisions for clinical nursing faculty.
  - RN required together with the MSN or other appropriate master's degree; faculty with doctorates are ineligible for these positions.
  - Renewable appointments, in each case for a minimum of one year, a maximum of three years (consistent with practice for Mass Art part-time faculty who achieve just cause).
  - Include in "just cause" provision (Article XX §K).
2. Delete appointment letter requirement for automatic promotions.
3. Clarify that promotion criteria must be met by September 1 of the evaluation year.

Section 17—Article XX-A, Appointment and Promotion, Massachusetts Maritime Academy

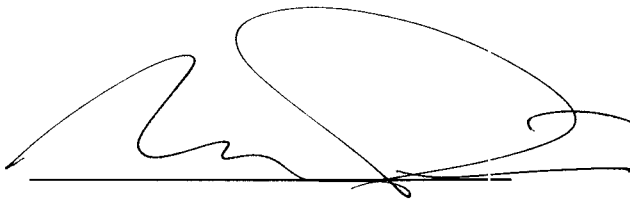
1. Delete appointment letter requirement for automatic promotions.
2. Clarify that promotion criteria must be met by September 1 of the evaluation year.

Section 18—Article XXI, Duration and Extent

1. Change dates, delete reference to Alternative One, but leave the commitment to ½% of FT unit payroll.
2. Delete provision concerning items contingent on funding.

WHEREFORE the parties hereto hereunder set their signs and seals this 22nd day of April, 2009.

BOARD OF HIGHER EDUCATION



MASSACHUSETTS STATE  
COLLEGE  
ASSOCIATION/MTA/NEA

