

**Memorandum of Agreement
between
the Board of Higher Education
and
the Massachusetts State College Association /MTA/NEA**

This Memorandum of Agreement (“Memorandum”) is entered into by the Board of Higher Education (the “Board”) and the Massachusetts Teachers Association acting through the Massachusetts State College Association (the “Association”) and reflects the tentative agreement arrived at by the Board and the Association on March 7, 2012.

WHEREAS the Board and the Association are parties to a collective bargaining agreement executed on April 22, 2009 and amended on June 30, 2010 (the “Agreement”), which by its terms is in full force and effect; and,

WHEREAS the parties have conducted and concluded their negotiations for a successor to the Agreement; and

WHEREAS the parties wish hereby to record and give effect to the results of their negotiations,

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

1. All provisions of the Agreement not amended by this Memorandum shall remain in full force and effect from July 1, 2012 through June 30, 2014.
2. Amend Article XIII to provide that across-the-board increases shall be applied to salaries for full-time unit members and for salaried part-time unit members, and to part-time course compensation rates as follows:

July 1, 2012	1.75%
January 1, 2013	1.75%
July 1, 2013	1.75%
January 1, 2014	1.75%

3. Amend Article XIII to provide that the compensation rates for part-time unit members and music instructors at Westfield State University shall increase as follows:

July 1, 2013	1.75%
January 1, 2014	1.75%

4. Amend Article XIII-A to provide that across-the-board increases shall be applied to the minimum salary formula as follows:

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July 1, 2012	1.75%
January 1, 2013	1.75%
July 1, 2013	1.75%
January 1, 2014	1.75%

5. Amend Article IV to provide that the Commonwealth's contributions to the Health and Welfare Trust shall be increased to the following amounts:

1 st pay period January, 2014	\$14.50 per FTE unit member/calendar week
1 st pay period June, 2014	\$15.00 per FTE unit member/calendar week

6. Amend the following provisions to provide that they shall continue in effect and shall be funded as during the Agreement:

VIII-C, Sections A, B, C, D, G (post-tenure review)
XIII, Section D (terminal degree adjustments)
XIII, Section E (promotion increases)
XIII, Section F (minimum salary reviews)
XIV, Section G (per capita professional development)

7. Amend Article VIII-C to provide that the excess, if any, of the 0.5% of unit payroll provided in Section E(3), after the required minimum expenditure for post-tenure review has been subtracted, shall be added to salaries of full-time unit members and salaried part-time faculty in accordance with the procedures in Article VIII-C, Section F (formulary increases).

8. Amend Article VIII to provide that:

- The materials required to be included in reappointment evaluations in the third and fifth years shall only be a narrative by the unit member, SIR II student evaluations and classroom/direct observations by the department chair/library program area chair/library director, as appropriate.
- The review period for the reappointment evaluation in the fourth year shall include the unit member's second and third years.

9. Amend Article VIII to incorporate the long-standing "dual role" understanding of the parties, that a person may not twice evaluate a member for the same personnel action during an evaluation period.

10. Amend Article VIII by rewriting Section F(1)(a) so that it reads: "In his/her capacity as a member of the faculty, each Department Chair shall be evaluated in accordance with the provisions of the foregoing Section E; provided, however, that for a reappointment or promotion evaluation, the sole preliminary evaluation

- required to be conducted pursuant to subsection 2(a) of Section E shall be conducted pursuant to subparagraph (i) thereof.”
11. Amend Article VI, Section B(3) to clarify that the procedure for selecting a successor department chair shall be the same as the procedure for filling a vacancy from within the department.
 12. Amend Article XX, Section K to provide that salaried part-time faculty who receive just cause are provided with notice after achieving such status.
 13. Amend Article XI, Section L, to clarify that for consolidated grievances the fourteen (14) days to schedule the Step 2 hearing commences from the expiration of the period provided for the COP Chair to determine that the grievance is to be treated as a consolidated grievance, not from the date the complaint was filed.
 14. Amend Appendix Q to include a requirement that the names of unit members granted tenure or who reach just cause status under Article XX, Section K, be reported.
 15. Amend all dates as required to preserve the intent of provisions of the Agreement, e.g., VIII-C, Sections D and F. This does not apply to Article IV, Section G(3).
 16. Substitute the words “university” and “universities” for the words “college” and “colleges,” as appropriate.

In addition to the foregoing, the parties agree to amend the Agreement by amending Article IV to provide that:

- Retirement-eligible (according to the requirements of the Commonwealth’s retirement system) bargaining unit members, regardless of whether enrolled in the State Employee Retirement System or the Optional Retirement Plan, who retire from state service on or after March 7, 2012 and on or before June 29, 2012, shall receive a one-time, non-base, retirement incentive of ten thousand dollars (\$10,000).
- If the unit member is employed or reemployed by an agency of the Executive Branch of the Commonwealth, including the Board, within one year of the effective date of retirement, then the unit member shall be required to repay the entire retirement incentive payment.
- The words “employed” and “reemployed” in the preceding sentence shall not be deemed to include a day part-time teaching appointment, appointment as an instructor for any graduate or continuing education course or an appointment as an athletic coach.

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- The Board agrees to waive the 90-day notice for such unit members to receive their sick-leave buy-back.

This Memorandum is subject to ratification by the Day unit membership.

BOARD OF HIGHER EDUCATION

MASSACHUSETTS STATE COLLEGE
ASSOCIATION/MTA/NEA

By: _____
Richard M. Freeland
Commissioner,
Board of Higher Education

By: _____
Christopher J. O'Donnell
President, Massachusetts State College
Association/MTA/NEA

By: _____
Care Corner-Dolloff
Assistant Commissioner,
Employee and Labor Relations

Date signed: _____