

MEMORANDUM OF AGREEMENT FOR A COLLECTIVE BARGAINING AGREEMENT
FOR THE PERIOD JULY 1, 2017 THROUGH JUNE 30, 2020
BETWEEN
THE BOARD OF HIGHER EDUCATION
AND THE
MASSACHUSETTS STATE COLLEGE ASSOCIATION/MTA/NEA

WHEREAS the Board and the Association are parties to a collective bargaining agreement executed on July 1, 2014 (the "2014 Agreement"), which by its terms is in full force and effect;

WHEREAS the parties have conducted and concluded their negotiations for a successor to the 2014 Agreement; and,

WHEREAS the parties wish hereby to record and give effect to the results of their negotiations for purposes of seeking funding, and they may further refine this Memorandum by incorporating the changes into a comprehensive document.

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 for the period July 1, 2014 to June 30, 2017 not amended by this Memorandum shall remain in full force and effect from July 1, 2017 through June 30, 2020.
2. Article I , D (56) Terminal Degree:
 - a. Modify b. to the effect that an MBA or MSN with a total of at least 60 graduate credits (including credits for the degree) will be deemed to be regarded as a terminal degree;
 - b. For degrees in Accounting only, an MS with total of at least 60 graduate credits (including credits for the degree) will be deemed to be a terminal degree; and,
 - c. An MFA with a total of at least 60 graduate credits (including credits for the degree) shall be deemed to be a terminal degree. An MFA in creative fields, such as creative writing, with a total of at least 45 graduate credits (including credits for the degree) shall be deemed to be a terminal degree.
 - d. These changes will be effective upon execution of this Memorandum by the Commissioner of the Department of Higher Education.

3. Article II. Edit the second sentence of A(8) to read as follows: "The parties acknowledge that Federal and/or state law and/or regulations may will require the institutions to compel the attendance of unit members at certain types of training, or the institutions may make attendance mandatory at certain types of training to further the objectives of this Article."

4. Article III. Amend B(5) (a) to read "Clean, separate restrooms and lavatories for unit members; and..."

5. Article IV. Amend this article as described below:

a. Use the term "unit members" rather than the gender of a unit member whenever the context permits (pp. 46-47).

b. Amend A(1)(b) to state the university will inform the chapter president and the MSCA president on October 1 of the accumulated hours in the sick leave bank; in addition, when the president notifies the chapter president of a decline in hours such that the bank will be replenished, the university shall also notify the sick leave bank members.

c. Amend Section A(1)(b) at page 58 of the present agreement to correct a miscalculation by these parties in an earlier agreement by increasing the maximum number of hours a librarian can draw from the sick leave bank on a part-time basis to 1,852.5 hours.

d. Amend Art. IV by preparing a section to allow access to the sick leave bank when a unit member has become a parent through birth or adoption. The elements of the section are listed at Attachment A.

e. Amend subsection A, 9, Vacation Leave, by substituting the provisions found at Attachment B for the present subsection.

f. Incorporate information into the Article the provisions on page 47 that became effective April 7, 2015.

6. Article VI.

a. Amend section F by providing for the term of this contract that the reduction of workload for a chair in a department of 3 faculty members will be 6 semester hours of credit of instruction (or the equivalent thereof at Framingham State University).

b. Amend section G(2) by increasing the Stipends as follows: July 1, 2017: increase by the "across the board" percentage increase for salaries; July 1, 2018: increase the stipend payable on Sept. 1, 2017 by 2%; and, July 1, 2019: increase the stipend payable on Sept. 1, 2018 by 2%.

c. Amend J, 2(b) to state a Library Policies Committee is authorized in libraries that are not program areas.

7. Article VII, Section D. Amend this section to achieve a system by which the appointments of unit members to standing committees are for staggered, two-year terms. This may require that half the unit members appointed in the next cycle serve a term of one year.

8. Article VIII

a. Amend A(1)(a)(i) to read “teaching effectiveness, including pedagogical experimentation and community-engaged teaching methods, as exhibited in lecture, seminars, internships, independent studies and other instructional settings.”

b. Amend A(1)(b),(i) to include: “E. Scholarship that includes community-engaged approaches.”

c. Add to A(1)(b),(ii) by adding to the examples of service “community engaged service.”

d. Amend A(1)(b)(ii): Add “scholarship that includes community engaged approaches and methods of dissemination.”

e. Add provision to section E. requiring a joint vice president of academic affairs/chapter president letter each evaluation cycle to remind evaluators of their duty to maintain the confidentiality of evaluations and evaluation materials.

f. Delete paragraph section D (f) “Interim Assessment” and re-letter the remaining provisions as necessary (interim assessment by chair).

g. Incorporate, as section 3, deans as defined in the Agreement (when appointed at a university) as a separate, mandatory step in evaluations.

h. Reorder the evaluation process to provide the Dean’s evaluation will be submitted to the university-wide Committee on Tenure and/or Promotions, whose evaluation and recommendation will be submitted to the Vice President. The Vice President will concur with the last evaluating body or perform his/her own evaluation. Add the edited Appendices G found at Attachment D to the appendices in the Agreement.

i. Insert a new paragraph concerning Faculty Narrative (h): “There shall be considered in the conduct of an evaluation a narrative, prepared by the faculty member, describing his/her teaching effectiveness, academic advising, continuing scholarship, other professional activities, and alternative professional activities, if any.” Re-letter paragraph (h) as paragraph (i).

j. Amend Section b(7): to state the faculty member may submit by electronic means his or her plan of the class to be observed and materials to be used.

k. Add to Appendices the direct observation form for librarians (See Attachment C)

l. Insert a new paragraph concerning Librarian Narrative paragraph (e): “There shall be considered in the conduct of an evaluation a narrative, prepared by the librarian, describing

his/her effectiveness in performing assigned responsibilities, effectiveness in rendering assistance to students, faculty and the academic community, continuing scholarship, other professional activities, alternative professional responsibilities, if any, and his/her teaching responsibilities if teaching credit bearing courses.” Re-letter the paragraph (e) as paragraph (f)

m. Section E(1)(a): correct section designations (f)

n. Amend Section E(1)(a), fourth paragraph, to provide: “Any SIR II evaluation reports that are received during a fall semester of the evaluation period and that pertain to the preceding spring semester shall be added by the department chair... during such fall semester shall also be added by the department chair...”.

o. Amend Section E(1)(b): correct for sections (e); and amend Section (b), third paragraph as follows: “Any SIR II evaluation reports that are received during a fall semester of the evaluation period and that pertain to the preceding spring semester shall be added by the department chair... during such fall semester shall also be added by the Department Chair...”. In Section (c): correct for sections (d) and (e).

p. D(1)(a): Insert at appropriate sections the following: “For the duration of the 2017-2020 collective bargaining agreement, a faculty member may choose to obtain, in addition to the SIR II, anonymous written student comments. For purposes of this option, the faculty member may request that students provide anonymous written comments on a form separate from the SIR II form. Written comments will be collected and inserted into an envelope, sealed, and returned immediately to the faculty. At no time shall the written comments be involuntarily made available to anyone but the faculty member being evaluated.”

q. Insert at appropriate sections regarding the Committee on Promotions and the Committee on Tenure the statement “Members of the Committee on Promotions (or Tenure) are not to discuss the vote with candidates prior to the committee chair sending the decision to the candidate.”

9. Article VIII-C The parties shall not engage in Formulary Adjustments for the term of this Agreement. The unexpended balance, if any, following the calculations provided in Art. VIII-C, 9, and the payment of PTR adjustments shall be dedicated to increasing the credit rate of pay for part-time employees. The increase shall be determined pursuant to a formula to be agreed upon by these parties that takes into consideration the number of credit hours for which all part-time faculty were compensated in the academic year upon which the PTR calculation is based.

10. Article XI Amend the timelines in the Article as follows:

a. President shall meet with the grievant within 14 days of filing at Step 2.; the President shall make a decision within 14 days after the step 2 meeting.

b. Association elects to proceed beyond Step 2 within 14 days after the expiration of the period provided under Step 2.

c. Change in Step 3 all references to 15 days to 14 days in the first paragraph.

11. Article XII

a. Insert in the preface of the Article the statement “The parties are committed to the importance of student learning outcomes for promoting student success and providing students with a valuable and useful education.”

b. For the remainder of this agreement only, increase the rates of equivalencies in the table at Section A, 4(c) with the following (bold text indicates new rate; line through edit indicates 2014 Agreement rate):

Table of Equivalencies

<u>MODE OF INSTRUCTION</u>	<u>CONTACT HOURS</u>	<u>SEMESTER HOURS OF CREDIT OF INSTRUCTION</u>
Laboratory Instruction	up to 3 1	2 1
Physical Education Activity Courses	1	0.5 1
Shop Instruction	1	0.67 1
Studio Instruction	1	0.67 1
Maritime Responsibilities During the Academic Year	1	0.67 1
Critique	1	1
Nursing/Allied Health Clinical	1	0.67 1

NUMBER OF
STUDENTS

Cooperative Education	1	0.17 0.25
Field Work Supervision and Internships	up to 3 1	+ 0.50
Independent and Directed Study (including Honors Directed Study)	1	0.25 0.50
Educator Supervision	up to 2 1	1
Honors Thesis Supervision	1	0.5 1
Graduate Thesis Supervision	1	1
Undergraduate Teaching Assistant Supervision	1	0.50

12. Article XIII, Salary:

a. Annual salary increases:

i. Effective 7-1-17: increase annual salary rate by 1% with an additional 1% increase effective 7-1-17 if revenues for FY18 exceed \$27.072 billion

ii. Effective 7-1-18: increase annual salary rate by 2%

iii. Effective 7-1-2019: increase annual salary rate by 2%

b. Increase terminal degree supplement by percentage amounts equivalent to annual salary increases:

i. September 1, 2017: increase by ATB %

- ii. September 1, 2018: increase by 2%
- iii. September 1, 2019: increase by 2%

c. Increase academic promotion supplement by percentage amounts equivalent to annual salary increases:

- i. September 1, 2017: increase by ATB %
- ii. September 1, 2018: increase by 2%
- iii. September 1, 2019: increase by 2%

d. Part-time faculty, Section H.

i. Amend the first sentence to read: "Precise conditions of employment, including the university's election, at its discretion, to appoint a unit member for two successive semesters subject to conditions the university may determine shall be stated in writing and a copy of the Uniform Letter of Appointment (appendix N-5) shall be provided to the appointee and the Chapter President."

ii. Amend 3(a) of Section D by inserting the word "minimum" before "rate of pay" in the first sentence.

iii. The Hourly Rate for music instructors at Westfield State University shall be increased by the same percentages and at the same dates as the annual salary rates are increased for full-time faculty.

e. Section J

i. Edit this paragraph to reflect the effective date of this Agreement and increase the maximum salaries by the same percentages and at the same dates as the annual salary rates are increased for full-time faculty.

ii. A university may compensate at an annual salary rate in excess of the maximum starting salary for that rank no more than 1% of the number of full-time faculty at that university, or one faculty member, whichever number is greater.

13. Article XVI. At the conclusion of paragraph numbered 7, add the following: "The parties acknowledge that administrative personnel will access the File in order to maintain its contents."

14. Article XX.

a. Amend Section A by inserting the following after the second to last paragraph: "Beginning with evaluations in academic year 20185-20196, whenever a unit member at the rank of Assistant Professor/Assistant Librarian/Associate Librarian is a candidate for tenure and has

satisfied the time in rank and years of experience requirements for promotion to the next higher rank, or is being evaluated for tenure during the sixth year, the unit member shall be considered for tenure with promotion. The unit member must satisfy the requirements of Article IX and must demonstrate meritorious performance”

b. Amend subsection C, 6, by replacing “four (4) consecutive semesters” with “six (6) consecutive semesters.”

c. Edit subsection C(10) to read as follows:

“Except at the Massachusetts College of Art and Design, not more than fifteen percent (15%) of the university’s total number of three (3)-credit and four (4)- credit courses and sections shall be taught by part-time employees during an academic year.

“At the Massachusetts College of Art and Design, not more than twenty percent (20%) of the total number of three (3)-credit courses shall be taught by part-time employees during an academic year.

“Notwithstanding the two paragraphs above, for the term of this Agreement the numerical limitation upon appointment of part-time employees at each university shall be the percentages described above, or the percentage of part-time faculty appointed during the fall 2017 semester as determined in accordance with this subsection, whichever percentage is greater.

“Not included in the foregoing are courses or sections taught by part-time employees hired to replace unit members on any leave of absence; on reduced teaching loads for the purposes of alternative professional responsibilities, Association release time or any other contractual released time; or any unforeseen emergency.”

15. Article I, Section E. When reductions of workload are referred to in terms of “semester hours of credit of instruction” or “credit hours” and these provisions could apply to a librarian, the equivalent workload reduction is implied.

16. Article IV. Where appropriate considering the law and context, the parties will use “parental leave” rather than “maternity leave.”

17. Article XII. School administrator internship supervision shall receive the same credit ratio as student teaching supervision and shall now be called “educator supervision.”

18. Article XX.

a. 4(a)(i) change to: “Master of Library Science (MLS) or Master of Library and Information Science (MLIS) with a terminal degree designation, from, in all cases, an institution accredited at the level of such degree; or....”

b. 4(a)(ii) change to: “an appropriate terminal degree other than the kind described in subparagraph (i)....”

19. Article IV. Typo – middle of third full paragraph “weeks” should be “seeks.”

20. Article VIII.

a. Capitalize “Program Area Chairs.” (page 97)

b. Correct “8th” course to “11th” course at Framingham. (page 100)

21. Article XII.

a. Change “bibliographic instruction” to “information literacy instruction.”

b. Section D, fifth line: “research, and publications, service as”

22. Update Appendices O-1 and O-2.

23. Update Art. XXII to reflect the parties’ willingness to meet and confer concerning the status of agency fee payers and any amendments that may become necessary to this Article.

24. Update Art. XXI to reflect the proper effective date of this Agreement.

WHEREFORE the parties hereto hereunder set their signs and seals as follows:

BOARD OF HIGHER EDUCATION

MASSACHUSETTS TEACHERS
ASSOCIATION/MSCA

By: _____

Carlos E. Santiago
Commissioner of Higher Education

By: _____

Christopher J. O’Donnell
President, Massachusetts
State College Association

Michael J. Murray

Date: _____

Director of Employee and Labor
Relations

Date: _____

ATTACHMENT A

Elements of the contract provision for MSCA unit members having access to the sick leave bank for purposes of childbirth or adoption.

1. The full-time or salaried part-time unit member must be eligible for the sick leave bank and must satisfy all of the university's requirements for receiving FMLA leave.
2. The unit member must first exhaust the paid leave allowed by the contract for birth/adoption and sick leave; in the case of a librarian the unit member must exhaust these same forms of leave as well as vacation leave. The university may require faculty to utilize excess workload credits before having access to the sick leave bank.
3. Faculty may return to work during an on-going semester after drawing upon the bank and concluding his or her leave. Faculty agreeing to the assignment of an Alternative Professional Responsibility will be evaluated in the performance of these duties. If the faculty and the Vice President cannot agree, the faculty member may decline to return to work until the start of the next semester, but the faculty member shall not be eligible to access the sick leave bank for this period unless the faculty member becomes ill or incapacitated as described in the CBA.
4. The parties will endeavor to anticipate absences due to birth or adoption of a child and to plan absences in a manner that will minimize the disruption for students and the department. The university may require faculty who will begin to utilize the sick leave bank mid-semester to accept an assignment of the sort described in paragraph 3 at the start of the semester in which leave will commence to avoid the need to replace the faculty member mid-semester.
5. If both parents are unit members they may not draw upon the sick leave bank in an amount greater than the amount available to one of them.
6. Unit members absent due to FMLA leave may not render other services for the BHE or any division of any state university while on leave.
7. Prior to the leave, unit members and the University will sign an agreement that describes these contractual provisions, the terms of the specific absence, what forms of paid leave will be used for the absence and the anticipated date of return to work of the unit member.
8. Leave pursuant to these provisions may not be taken on an intermittent basis.
9. Unit members on FMLA leave shall be charged leave for any day during the work year that he/she is on leave with the exception of holidays.
10. As childbirth and adoption are not illnesses or injuries, the phrase "same illness or injury" shall not include access to the bank pursuant to these provisions.

Article IV Supplemental Benefits and Holidays

Amend Art. IV, A, 9(b), Vacation Leave (p. 44), by deleting the existing language and inserting in its place the section below. The sections pertaining to Librarians in Table 1 on page 56 will be adjusted accordingly.

b. Vacation Accrual

i.) With effect on January 1, 2017, vacation leave credits shall accrue as follows:

From date of employment through four (4) years of service, Librarians on active payroll status shall be entitled to twenty (20) days of vacation leave each year, accrued on an hourly basis for each active, standard payroll hour. Time off payroll shall result in the incremental loss of payroll hours of vacation leave awarded.

From five (5) years of service through nine (9) years of service, Librarians on active payroll status shall be entitled to twenty-two (22) days of vacation leave each year, accrued on an hourly basis for each active, standard payroll hour. Time off payroll shall result in the incremental loss of payroll hours of vacation leave awarded.

From ten (10) years of service through fourteen (14) years of service, Librarians on active payroll status shall be entitled to twenty-three (23) days of vacation leave each year, accrued on an hourly basis for each active, standard payroll hour. Time off payroll shall result in the incremental loss of payroll hours of vacation leave awarded.

From fifteen (15) years of service through nineteen (19) years of service, Librarians on active payroll status shall be entitled to twenty-four (24) days of vacation leave each year, accrued on an hourly basis for each active, standard payroll hour. Time off payroll shall result in the incremental loss of payroll hour of vacation leave awarded.

From twenty (20) years of service or more, Librarians on active payroll status shall be entitled to twenty-five (25) days of vacation leave each year, accrued on an hourly basis for each active, standard payroll hour. Time off payroll shall result in the incremental loss of payroll hour of vacation leave awarded.

ii) Notwithstanding the provisions of i), above, the employer shall not reduce the vacation accrual rate of a Librarian hired before January 1, 2017, as a result of the implementation of the rate schedule in i). However, all future increases in vacation accrual rates for all Librarians as they perform additional years of service will be granted only in accordance with the schedule in i).

iii) Notwithstanding anything above in i) or ii), all Librarians who have served twenty five (25) years by June 30, 2020, shall be entitled to vacation leave at the rate of thirty (30) days of

ATTACHMENT B

vacation leave each year, accrued on an hourly basis for each active, standard payroll hour with effect on their anniversary date, providing the unit member is on active payroll service.

c. Scheduling of Vacation Leave

Amend the second and third paragraphs of 9(c) as follows (no change to the first paragraph):

The Library Director or the Library Program Area Chair, as may be appropriate, shall ensure that the vacation leave is scheduled during the year succeeding the year of its accrual in order that the librarian may not lose vacation leave. In no event shall vacation leave be accumulated in excess of three hundred seventy-five hours (375) hours (the equivalent of fifty (50) days) without the prior written, mutual agreement of the librarian and the Vice President. Notwithstanding the above, Librarians with accrued vacation credits above the fifty (50) day limit as of the date of this Agreement shall have until July 1, 2019 to lower their accrued vacation leave credits to fewer than or equal to the fifty (50) vacation day limit.

If a Librarian requests vacation leave at least thirty (30) days in advance and the supervisor has not replied in a timely manner or denies the use of vacation time, and such denial would result in the forfeiture of vacation credits, the Librarian may appeal within three working days to the Human resources Office. The Office will review the request with the supervisor and the President, when necessary. The President and/or the Human resources Officer shall take one of the following actions regarding the request for vacation leave:

- Overturn the decision of the supervisor;
- Offer an extension of time to use the vacation leave in order that the Librarian can use the time without forfeiting vacation credits; or,
- Pay to the Librarian the equivalent of the leave that would be forfeited. Such payments cannot be regarded as creditable service or compensation for purposes of retirement.

Current unit members as of the date of this Memorandum of Agreement with accrued vacation credits above fifty (50) days shall have until June 30, 2020 to lower their accrued vacation leave credits to below or equal to a fifty (50) vacation day limit. In the last payroll period in June of 2020 the Employer will convert accrued vacation credits in excess of fifty days to sick leave credit. After June 30, 2020, any vacation leave accrual in excess of 375 (fifty 50 days) hours shall be forfeited.

ATTACHMENT B

Amend Art. IV, A, 11, Personal Leave, as follows:

a. Librarians

Every librarian shall be credited with thirty-seven and one-half (37.5) hours (the equivalent of five (5) days) on each January 1st for that calendar year.

Librarians hired after January 1, but before April 1 shall be credited with four (4) days during their first partial year of service. Librarians hired after April 1, but before June 30 shall be credited with three (3) days during their first partial year of service. Librarians hired after July 1 but before September 30 shall be credited with two (2) days during their first partial year of service. Librarians hired after October 1 but before December 31 shall not be credited with any personal leave for the remainder of that calendar year.

Such leave may be taken during the calendar year at a time or times requested by the librarian and approved by the Library Director or Library Program Area Chair, as appropriate. Such request may not be unreasonably denied. Any such leave when so taken shall be taken without loss of pay. Any personal leave not taken by any December 31 will be forfeited by the librarian; provided, however, that if the leave was not taken because approval was denied, it shall be available in a subsequent year.

Delete Art. XIV, H.

ATTACHMENT C

APPENDIX E-2

DIRECT OBSERVATION FORM: LIBRARIAN

Librarian's Name: _____

University: _____

Period of Observation(s): _____

Attach a copy of the librarian's current job description.

Which elements of the librarian's work were observed and under what conditions?

Describe your assessment of the librarian's work. Please provide examples.

For each item, respond by marking the space under the appropriate category of the key. Mark your response in INK.

KEY

SA – Strongly Agree

A – Agree

N – Neither Agree nor Disagree

D – Disagree

SD – Strongly Disagree NA – Not Applicable/Not Observed

	SA	A	N	D	SD	NA
1. The librarian was effective in performing his/her assigned responsibilities.						
2. The librarian was effective in rendering assistance to students, faculty and the academic community.						

ATTACHMENT C

3. The librarian was conversant regarding his/her current activities and projects.						
4. The librarian worked on responsibilities applicable to his/her position in a thorough, efficient manner.						

Additional Remarks (optional)

Name of Evaluator

Signature

Date

This is to certify that I have read this document.

Name of Librarian

Signature

Date

ATTACHMENT D

APPENDIX G-1

DEAN'S

EVALUATION AND RECOMMENDATION

Name: _____ Department: _____

Date of Last Evaluation: _____ University: _____

Date of This Evaluation: _____

Personnel Action Being Considered: _____

EVALUATION AND RECOMMENDATION:

Signature of Dean

Date

This is to certify that I have read this evaluation.

Signature of Unit Member

Date

APPENDIX G-2
VICE PRESIDENT'S
EVALUATION AND RECOMMENDATION (Reappointment)

Name: _____ Department: _____

Date of Last Evaluation: _____ University: _____

Date of This Evaluation: _____

Personnel Action Being Considered: _____

- I concur with the Dean's evaluation for reappointment, recommendation and reasons.
- I do not concur with the Dean's evaluation for reappointment, recommendation and/or reasons; or the Dean has not been assigned the responsibility for evaluations. My evaluation and recommendation are below:

EVALUATION AND RECOMMENDATION:

Signature of Vice President

Date

This is to certify that I have read this evaluation.

Signature of Unit Member

Date

APPENDIX G-3
VICE PRESIDENT'S
EVALUATION AND RECOMMENDATION (Tenure or Promotion)

Name: _____ Department: _____

Date of Last Evaluation: _____ University: _____

Date of This Evaluation: _____

Personnel Action Being Considered: _____

- I concur with the Committee's evaluation, recommendation and reasons.
- I do not concur with the Committee's evaluation, recommendation and/or reasons. My evaluation and recommendation are below:

EVALUATION AND RECOMMENDATION:

Signature of Vice President

Date

This is to certify that I have read this evaluation.

Signature of Unit Member

Date