



Massachusetts Department of Higher Education

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Carlos E. Santiago, *Commissioner*
Chris Gabrieli, *Chairman*
Massachusetts Board of Higher Education

December 11, 2018

His Excellency Charles Baker
Governor, Commonwealth of Massachusetts
State House, Suite 280
Boston, MA 02133

Dear Governor Baker:

Pursuant to the provisions of Chapter 150E of the General Laws and the Department of Labor Relations Stipulation of Withdrawal of Charge, Case No. SUP-18-6887 dated December 10, 2018, the Board of Higher Education hereby submits a request for supplemental funding in the amount of \$8,233,370 for the incremental costs of the collective bargaining agreement between the Board of Higher Education and the State Universities' Massachusetts State College Association MTA/NEA (MSCA).

The previous MSCA collective bargaining agreement expired on June 30, 2017. The parties have agreed to a successor three-year contract running from July 1, 2017 to June 30, 2020. A copy of the duly executed Memorandum of Agreement for Fiscal Years, 2018, 2019 and 2020 is enclosed as Attachment A. This agreement includes an annual 2% salary adjustment for each year of the contract. In addition to the cost increases for salaries, the contract contains other economic provisions, including department chair stipends, post-tenure review adjustments, and so-called "equivalencies". Taken together, the total economic cost of the contract is above the economic parameters communicated by the Office of Employee Relations (OER). It is important to note that the negotiating teams bargained in good faith and that the estimated costs of these additional terms were not fully known until after the parties had concluded their negotiations. As such, we are prepared to return to the bargaining table as may be necessary in order to negotiate terms that will be in compliance with OER's economic parameters.

The salary increases for FY18 as well as the associated employer contributions for fringe costs and payroll taxes are to be carried forward into the FY19 base. Accordingly, pursuant to the applicable provisions of Chapter 150E, an estimate of the funding necessary to support the incremental cost items for the base year of the contract is attached hereto as Attachment B.

If you are in need of further information on the agreement or the requested funding, please do not hesitate to contact Thomas Simard, Deputy Commissioner for Administration and Finance.

Sincerely,

A handwritten signature in black ink, appearing to read "Carlos E. Santiago".

Carlos E. Santiago
Commissioner

Enclosures (2)

cc:

Christopher Gabrieli, Chairman, Board of Higher Education

Hon. Karen Spilka, President of the Senate

Hon. Robert A. DeLeo, Speaker of the House of Representatives

Hon. Joan Lovely, Vice Chair, Senate Ways and Means Committee

Hon. Jeffrey Sanchez, Chair, House Ways and Means Committee

Hon. Michael Moore, Senate Chair, Joint Committee on Higher Education

Hon. John Scibak, House Chair, Joint Committee on Higher Education

Michael Heffernan, Secretary of Administration and Finance

James Peyser, Secretary of Education

Thomas Shack, Comptroller of the Commonwealth

Ronald Arigo, Chief Human Resources Officer, Human Resources Division

John Langan, Director, Office of Employee Relations

Thomas Simard, Deputy Commissioner for Administration and Finance, Department of Higher Education

Michael J. Murray, Esq., Director of Employee and Labor Relations, Department of Higher Education

Ellen Osborne-Smith, Budget Director, Department of Higher Education

ATTACHMENT A

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	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.

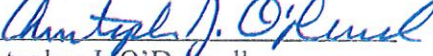
24. Update Art. XXI to reflect the proper effective date of this Agreement.

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: 6/20/18


Director of Employee and Labor
Relations

Date: 7/9/18

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

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Massachusetts State College Association (MSCA)

	Total FY2017 MSCA Annual Salaries	\$159,131,576
	Unit Head Count	1,873
1	FY18: 7/1/17: 2.00% Retroactive Adjustment (Supplemental)	\$2,954,561
2	FY19: 7/1/18: 2.00% FY18 Carryover into FY19 base (Supplemental)	\$3,079,483
3	FY19: 7/1/18: 2.00% increase	\$3,079,483
4	FY20: 7/1/19: 2.00% increase	\$3,141,073

Summary of Incremental Costs for MSCA Salaries, plus Tax and Fringe						
		FY18	FY19	FY20		Total FY18, FY19, FY20
	Base Increases					
1 & 2	7/1/17: 2.0% Increase	\$2,954,561	\$3,079,483	\$3,079,483		\$9,113,527
3	7/1/18: 2.0% Increase		\$3,079,483	\$3,079,483		\$6,158,966
4	7/1/19: 2.0% increase			\$3,141,073		\$3,141,073
	Base Increase Subtotal	\$2,954,561	\$6,158,966	\$9,300,039		\$18,413,566
	Fringe & Tax (FY18 - 36.27%; FY19 - 36.62%)	\$1,071,619	\$1,127,707	\$1,150,261		\$3,349,587
	ALL Incremental Salary Costs: Base Increase + Fringe & Tax	\$4,026,180	\$7,286,673	\$10,450,300		\$21,763,153
	Supplemental Budget (FY18 + FY18 Carryover into FY19 Base + Fringe & Tax)	\$4,026,180	\$4,207,190			\$8,233,370