

MSCA Proposal for a Two-Year Collective Bargaining Agreement

The MSCA would like to make an effort to reach quick settlement on a successor agreement in light of the current pandemic, which would allow the parties to focus on the increased work necessary to continue to provide high-quality instruction to our students.

This is the framework for a two-year collective bargaining agreement. The MSCA views this as an extension of the 2017-2020 CBA, with cost-of-living increases for our members, coupled with language changes necessitated by the current global pandemic, or beneficial to both parties

A two-year CBA would allow both sides to focus on the emergency at hand taking into account current projections and the likelihood of an extended period of not being able to conduct in-person classes while affording our members reasonable cost-of-living increases during that period.

Framework:

- This would be a two-year CBA from July 1, 2020 through June 30, 2022.
- Increase all full-time unit members' salaries, including salaried part-time faculty, by 2% effective July 1, 2020, and then again by 2% effective July 1, 2021.
- Increase the per-credit part-time and music instructor rates by 2% effective July 1, 2020 and then again by 2% effective July 1, 2021.
- Suspend formulary increases for the FY 2021 and FY 2022 and use those moneys to increase the per-credit part-time and music instructor rates after each 2% increase, using the methodology used in the 2017-2020 CBA. Reinstitute formulary increases at the end of the two-year CBA.
- For part-time faculty in the bargaining unit on the date of a tentative agreement, allow them to retain their unit status for compensation purposes for the duration of the two-year CBA (as some may not be able to teach online or remotely for a number of reasons).
- Incorporate the ERC agreements and understandings reached on March 20, 2020 in a side letter. Those agreements and understanding would be in place at each university and for each semester during which a university is not conducting in-person classes.
- For faculty teaching at least six credits in an online/remote format in a semester, allow that one-half of that faculty member's office hours may be conducted online/remotely. (This is intended to be a change that would remain in place after a university returns to in-person teaching.)
- Allow instructors who were required to convert in-person courses to online/remote instruction as service for evaluations purposes.

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- Create a joint committee to research other student evaluation instruments for a recommendation to the parties. (The intent is that this work would begin reasonably quickly so the parties would have recommendation in a reasonable amount of times.)
- Allow for the digital submission of evaluation materials.
- Create a joint salary study committee so the parties would be informed for successor negotiations two years from now.
- Create a standing committee on Budget and Finance. (This committee would contain unit members, administrators and students. As with all committees, it would make recommendations only. It would afford more transparency for the public.)
- Do not allow librarians to be declared “essential personnel.”
- Classify the MSCA librarians as a department.
- Add a retirement incentive (Attachment A).
- Begin negotiations on a successor agreement no later than January 31, 2022.

Changes dates throughout the CBA as necessitated by the changes above.

The MSCA reserves its right to withdraw this package proposal and return to our position immediately prior to the proffering of this package should the parties be unable to reach agreement on a framework, or should negotiations on this framework stale.

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Attachment A

A. Eligibility

Any unit member who has served at least ten (10) years in the State University system, who is eligible to retire under the retirement system of the Commonwealth of Massachusetts or the Optional Retirement Program, and who is at least fifty-five (55) years of age as of the anticipated date of retirement shall be eligible to receive a retirement incentive subject to notification provisions below.

B. Notification

A unit member must apply by notifying the President of the University in writing of the unit member's intent to retire not less than one (1) year in advance of the unit member's retirement date; provided, however, that this notice requirement may be waived for those who intend to retire within one (1) year after the execution of this agreement who are otherwise eligible and have applied in writing; provided further that this requirement shall be waived for unit members who have been notified that they will be retrenched or unit members who will retire because of medical reasons who are otherwise eligible and have applied in writing.

C. Compensation

An eligible unit member who retires in accordance with the foregoing conditions shall receive a retirement incentive equal to the applicable percentage of that unit member's salary as of the date of retirement in accordance with the following schedule:

Retirement Incentive as a Percentage of Salary

Age on Date of Retirement	Retirement Date Last Fiscal Day of				
	May-August	September	October	November	Dec.-April
55-60	30.0%	25.0%	20.0%	15.0%	10.0%
61	25.0%	20.8%	16.7%	12.5%	8.3%
62	20.0%	16.7%	13.3%	10.0%	6.7%
63	15.0%	12.5%	10.0%	7.5%	5.0%
64+	10.0%	8.3%	6.7%	5.0%	3.3%

Payment shall be made after the date of retirement and may be spread over a period not to exceed twenty-four (24) months at the election of the unit member.