BHE Proposal

The Board of Higher Education proposes a three-year agreement for the term July 1, 2020 to June 30, 2023, to supersede the short-term, one-year successor agreement for the period July 1, 2020 through July 2, 2021, a memorandum of agreement that was executed by the parties on September 11, 2020 (“The 2020 MOA”). The BHE is presenting t**his comprehensive proposal and there shall be no proposed changes other than what is contained herein. The BHE reserves the right to withdraw this comprehensive proposal and resume the negotiation of a successor agreement to the July 1, 2020 through June 30, 2021 agreement.**

* Paragraphs 2 through 9 contained in the Memorandum of Agreement Executed September 11, 2020, shall remain unchanged.
* Paragraph 13, regarding the Task Force for Student Evaluations shall remain unchanged. The Task Force shall present its recommendations to the Parties for their consideration.
* Paragraph 10 shall be replaced with the following language:

Article XIII, Section C, Annual Salary Adjustments:

Year 1. Effective the first pay period of July 2020, the annual salary rate of every eligible full-time unit member and salaried part-time faculty member shall be increased by two and a half percent (2.5%). Eligible employees shall be defined as full-time unit members and salaried part-time faculty members who were then employed at the time of the first pay period of July 2020 and who remain employed as of the first pay period of July 2021.

Year 2. The annual salary rate of every full-time unit member and salaried part-time faculty member who is employed as of the first pay period of July 2021 shall, effective the first pay period of July 2021, be increased by two percent (2%).

Year 3. The annual salary rate of every full-time unit member and salaried part-time faculty member who is then employed shall, effective the first pay period of July 2022, be increased by two percent (2%).

In addition, every full-time unit member and salaried part-time faculty member who is employed as of July 1, 2021 will receive a one-time COVID recognition bonus of one and one-half percent (1.5%) of their base salary rate, with a minimum bonus amount of $1,000, to be paid in the second pay period of July 2021.

The MSCA acknowledges that the .5 percent increase already included in Year 1 above fully satisfies any and all obligations that the BHE has or may have to it or its members pertaining to PFML contributions. Specifically, MSCA hereby waives its right to assert, and hereby relinquishes any and all claims, whether pending or to be brought, regarding the BHE’s obligation to bargain over the amount of PFML contributions to be paid by its members, and regarding any entitlement to compensation or reimbursement for PFML contributions paid since October 2019 or to be paid by its members at the maximum allowable contribution rate determined by the Department of Family and Medical Leave (DFML), including but not limited to the financial remedy ordered by the Commonwealth Employment Relations Board in the matter SUP-19-7687.

* Replace Paragraph 11 with the following language:

### Article XIII, Section H, Stipend Adjustments:

### Year 1. The part-time rate per credit set forth in Article XIII H(3) shall be increased by two and a half percent (2.5%), effective the first pay period of July 2020.

### Year 2. The part-time rate per credit set forth in Article XIII H(3) shall be increased by two percent (2%), effective the first pay period of July 2021.

### Year 3. The part-time rate per credit set forth in Article XIII H(3) shall be increased by two percent (2%), effective the first pay period of July 2022.

The MSCA acknowledges that the .5 percent increase already included in Year 1 above fully satisfies any and all obligations that the BHE has or may have to it or its members pertaining to PFML contributions. Specifically, MSCA hereby waives its right to assert, and hereby relinquishes any and all claims, whether pending or to be brought, regarding the BHE’s obligation to bargain over the amount of PFML contributions to be paid by its members, and regarding any entitlement to compensation or reimbursement for PFML contributions paid since October 2019 or to be paid by its members at the maximum allowable contribution rate determined by the Department of Family and Medical Leave (DFML), including but not limited to financial remedy ordered by the Commonwealth Employment Relations Board in the matter SUP-19-7687.

* Paragraph 12 shall be replaced with the following language:

Revision of Article XXI, Section A, Duration: This Agreement shall expire at midnight on June 30, 2023. Either party may at any time give notice to the other requiring commencement of negotiations for a successor agreement. Negotiations for a successor agreement shall commence no later than March 31, 2023.

* Add the following language to Article IV – Supplemental Benefits:

iv. In addition to the foregoing, a member of the bargaining unit may use his/her accrued sick leave as follows:

* + - * 1. up to twenty (20) days during any calendar year to care for (i) the unit member’s spouse or domestic partner or (ii) the unit member’s child or parent or (iii) the child or parent of his/her spouse or domestic partner or (iv) a relative of the unit member or of the unit member’s domestic partner living in the unit member’s immediate household whenever, in any such case, any such person has a serious medical condition within the meaning of the Family and Medical Leave Act (29 U.S.C. §2601, et seq.)
        2. up to fifty (50) days in connection with the birth or adoption of such unit member’s child (whether the unit member is the child’s father or mother) or the child of such unit member’s domestic partner (whether the domestic partner is the child’s father or mother).

Leave taken under (A) shall be charged against leave available under (B) and vice versa.

Such leave ~~shall be taken and~~ shall run concurrently with any leave then available under the Family and Medical Leave Act and/or the Paid Family Medical Leave (“PFML”); and to the extent the same are congruent, leave taken hereunder or under the preceding subparagraph (iii) shall be taken together and shall run concurrently with one another. Notwithstanding the foregoing, to the extent a unit member is eligible under Article IV (A)(1)(a)(iv)(A) or (B) to utilize paid leave under the PFML, they shall elect either to use accrued sick leave or paid leave under the PFML for the duration of their leave, and therefore shall not be compensated under both either simultaneously or sequentially.

Any member of the bargaining unit who seeks to be granted leave under this subparagraph shall submit to the University in accordance with University policy appropriate documentary confirmation of his/her entitlement to or qualification for such leave; and any member of the bargaining unit who seeks to be granted such leave shall give advance notice to his/her Department Chair (in the case of faculty) or to the Library Director (in the case of librarians) and, in any event, as promptly as practicable.

Nothing contained in this subsection (iv) shall be deemed to abridge any right conferred on any member of the bargaining unit or on ether parties hereto by the PFML.

* Also add the following language to Article IV – Supplemental Benefits:

Paid Family Medical Leave

Massachusetts’s Paid Family and Medical Leave (“PFML”), codified as Mass. G.L. c. 175M, provides eligible bargaining unit members with paid family and medical leave. This leave is funded through mandatory payroll contributions at a rate that is assessed annually by the Department of Family and Medical Leave (the “Department”), which shall set the rate as a percentage of an employee’s annual wages. The Department attributes a portion of the mandatory payroll contribution separately to medical leave and to family leave.  Bargaining unit members shall pay 40% of the medical leave contribution rate and 100% of the family medical leave contribution rate from their eligible wages.

Eligible bargaining until members shall be entitled to take leave in accordance with Mass. G.L. c. 175M and the applicable regulations promulgated thereunder. Nothing contained in this Agreement shall be deemed to abridge any right conferred on any member of the bargaining unit or on either parties hereto by the Paid Family Medical Leave.

Leave taken under M.G.L. c. 175M shall run concurrently with leave taken under other applicable state and federal leave laws, including the Commonwealth's Parental Leave Act (M.G.L. c. 149, § 105D) and the Family and Medical Leave Act of 1993 (29 U.S.C. 2601 et seq.), as amended, and leave under Section A of this Article IV to the extent the same are congruent.

* Add APPENDIX S:

The Parties agree that preventing the transmission of COVID-19 on the state university campuses will ensure the safest working environment for all members of the community. They agree the importance of fully vaccinating the population against COVID-19 cannot be overstated. For these reasons, the Parties agree to as follows:

All unit members must have received at least one dose of the Moderna or Pfizer vaccine or the Johnson and Johnson vaccine by September 1, 2021. All unit members must receive the second dose of the Moderna or Pfizer vaccine no later than October 1, 2021. Unit members will be required to provide verification of vaccination consistent with university policy. Unit members may seek exemption from this vaccination requirement for medical or religious reasons by completing the appropriate form and providing it with substantiating information to the university Human Resources Office.

Employees seeking exemption due to a sincerely held religious belief must attest that the COVID-19 vaccination conflicts with their sincerely held religious beliefs. The university may require the unit member to provide a statement describing the religious beliefs and why receiving the vaccine interferes with these beliefs.

Employees seeking exemption from the vaccination requirement due to medical reasons shall provide an attestation from a licensed health care provider that describes the basis for the opinion that the employee cannot safely receive the vaccine.

Employees who receive exemption from the mandatory vaccination requirement shall provide to the Human Resources Office at the start of each work week a negative COVID-19 test result conducted within the past forty-eight hours, together with an attestation that the employee personally underwent the COVID-19 test and the test result was negative.