

MEMORANDUM OF AGREEMENT
FOR A COLLECTIVE BARGAINING AGREEMENT
FOR THE PERIOD JULY 1, 2020 THROUGH JUNE 30, 2023
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 September 11, 2020 (the “2020 Agreement”), which by its terms is in full force and effect;

WHEREAS this three-year agreement for the term July 1, 2020 to June 30, 2023 will supersede the short-term, one-year successor agreement for the period July 1, 2020 through June 30, 2021.

WHEREAS the parties have conducted and concluded their negotiations for a successor to the 2020 Agreement; and

WHEREAS the parties wish hereby to record and give effect to the results of their negotiations for purposes of seeking funding and the union’s ratification process;

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, 2017 to June 30, 2020 not amended by this Memorandum shall remain in full force and effect from July 1, 2020 through June 30, 2023.
2. Add to Article I, Section A, Recognition: In light of the COVID-19 pandemic, part-time faculty in the bargaining unit as of August 31, 2020, who have taught three (3) consecutive semesters, shall retain their unit status through June 30, 2022, irrespective of whether they have been assigned to teach a course from August 31, 2020 through June 30, 2022.
3. Add to Article II, A. 10:

To advance the purposes and philosophies of this Section A, and in acknowledgement that a more diverse faculty will better serve our students and our communities, the parties shall constitute by January 1, 2022, a joint labor-management Equity Committee to make recommendation(s) concerning the ways in which the parties may advance equity in faculty and librarian service. The committee shall examine all aspects of faculty and librarian employment, in recruitment, retention, promotion, tenure and post-tenure advancement with respect to race and gender. The committee shall identify systemic issues and biases that may impede success for faculty and librarians from historically underrepresented communities, and make recommendations for resource allocation, professional development, and recruitment and retention strategies.

The committee shall be comprised of six (6) persons, three (3) of whom shall be appointed by the Council of Presidents and three (3) of whom shall be appointed by the Association president. The Council and the Association shall each designate an additional, non-voting participant on the committee who may be an employee/consultant of the Association or the Council. Either party may propose that the committee invite a consultant(s) to address a topic determined in advance by the Committee. Neither party shall unreasonably oppose the invitation of a consultant. At its first meeting the Committee shall develop rules for its administration. The committee shall make a report to the Council and the Association no later than June 30, 2023.

4. Replace Article IV, Section A(1)(a)(iv): Paid Leaves of Absence, Sick Leave, Entitlement, with

- iv. In addition to the foregoing, a member of the bargaining unit may use his/her accrued sick leave as follows:
 - (A) 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.)
 - (B) 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 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 or Library Program Area Chair, as applicable (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 other parties hereto by the PFML.

5. Add to Article IV

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 forty percent (40%) of the medical leave contribution rate and one hundred percent (100%) of the family medical leave contribution rate from their eligible wages.

Eligible bargaining unit 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 party 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.

6. Add to Article VIII, D(1)(a)(i) and D(2)(a)(i), Student Evaluations: For the Fall 2020 semester only, student evaluations shall not be conducted. For the purposes of the Fall 2020 semester, faculty shall provide evidence of, and reflection on, how their courses were conducted, regardless of the modality. The absence of student evaluations for the Fall 2020 semester shall have no adverse effect on a full-time faculty member's evaluation for reappointment, tenure, promotion or post-tenure review; and shall have no adverse effect on a part-time faculty member's evaluation.

~~Student evaluations shall be conducted in the Spring 2021 semester.~~

7. Add to Article VIII, D(1)(b) and D(2)(b), Classroom Observations: Classroom observations shall not be conducted for the Fall 2020 or Spring 2021 semesters. The absence of a classroom observation for the Fall 2020 and Spring 2021 semesters shall have no adverse effect on a full-time faculty member's evaluation for reappointment, tenure, promotion or post-tenure review; and shall have no adverse effect on a part-time faculty member's evaluation.
8. Add to Article VIII, D(3)(a), Direct Observation of the Librarian's Performance: Direct observations of a librarian's performance shall not be conducted for the Fall 2020 or Spring 2021 semesters. The absence of a direct observation for the Fall 2020 and Spring 2021 semesters shall have no adverse effect on a librarian's evaluation for reappointment, tenure, promotion or post-tenure review.
9. Revision of Article VIII, D(1)(c), Continuing Scholarship, Professional Activities, Comprehensive Resume: Each full-time faculty member shall indicate on Appendix A-1 the continuing scholarship, other professional responsibilities and, when applicable, alternative responsibilities in which he/she engaged, together with appropriate supporting documentation. For the Fall 2020 semester, a full-time faculty member's conversion of a traditional in-person course to an online, hybrid or blended course shall be regarded as scholarship, specifically, contributions to the content of the faculty member's discipline, and as professional activities, specifically, contributions to the professional growth and development of the university community, as referenced on Appendix A-1. For the Spring 2021 semester, a full-time faculty member's conversion of a traditional in-person course to an online, hybrid or blended course shall be regarded as professional activities, specifically, contributions to the professional growth and development of the university community, as referenced on Appendix A-1. Each full-time faculty member shall also complete and submit the resume form as set forth in Appendix B and shall ensure that there are, in his/her Official Personnel File, current official transcripts of his/her course work.
10. Revision of Article VIII, D(3)(b), Continuing Scholarship, Professional Activities, Comprehensive Resume: Each librarian shall indicate on Appendix A-2 the continuing scholarship, other professional responsibilities and, when applicable, alternative responsibilities in which he/she engaged, together with appropriate supporting documentation. For the Fall 2020 semester, a librarian's conversion of their work to an online format shall be regarded as continuing scholarship, specifically, contributions to the content and pedagogy of the discipline through the development of library programs and library services, and as professional activities, specifically, contributions to the professional growth and development of the university community, as referenced on Appendix A-2. For the Spring 2021 semester, a librarian's conversion of their work to an online format shall be regarded as professional activities, specifically, contributions to the professional growth and development of the university community, as referenced on Appendix A-2. Each full-time librarian shall also complete and submit the resume form as set forth in Appendix B and shall ensure that there are, in his/her Official Personnel File, current official transcripts of his/her course work.

11. Add to Article IX, Section A(5), Tenure Entitlement: For academic year 2020-2021, at the discretion of a faculty member who holds a tenure-track appointment of the kind described in subsection 2(a) of this Article, that faculty member may delay the evaluation for tenure to be conducted in the seventh (7th) consecutive academic year. To initiate a delay, the unit member shall notify the department chair by October 1, 2020 of his/her election to delay the tenure evaluation. In such cases, the evaluation during the sixth (6th) consecutive academic year shall be a reappointment evaluation conducted using the procedure governing a fourth (4th) year evaluation. The President, not later than September 1 of the faculty member's eighth (8th) academic year of service, shall notify the faculty member of the decision of the Board of Trustees to grant or to deny such faculty member tenure. Each such faculty member other than an Instructor who serves the University as a full-time faculty member for more than seven (7) consecutive years (exclusive of an eighth (8th) terminal year) shall thereby gain tenure. Such consecutive years shall be computed in accordance with the provisions of Article VIII, Section L(2) and L(3). This provision shall terminate on June 30, 2021.

12. Add to Article XII, Section A(4)(b), Prior Scheduling and Cancellation of Classes: For academic years 2020-2021 and 2021-2022, the Vice President shall make best efforts to provide part-time faculty with at least thirty (30) days' notice of a course cancellation, to minimize the time dedicated to converting courses to online/remote instruction for courses that ultimately may be canceled. The Vice President shall consult with the Department Chair regarding any cancellations made during the period of thirty (30) days prior to the first day of classes; however, the Vice President retains full discretion to make such cancellation decisions and at no cost to the university. Such decisions made by the Vice President shall not be subject to Article XI.

13. Add to Article XIII, Section C, Annual Salary Adjustments:
 - Year 1: Effective July 1, 2020, the annual salary rate of every eligible full-time unit member and salaried part-time faculty member shall be increased by two and one-half percent (2.5%). Eligible employees shall be defined as full-time unit members and salaried part-time faculty members who were then employed on July 1, 2020, and who remain employed as of July 1, 2021, as well as full-time unit members and salaried part-time faculty members who were employed on July 1, 2020, but who retired or died prior to July 1, 2021.

 - Year 2: The annual salary rate of every full-time unit member and salaried part-time faculty member who is employed on July 1, 2021 shall 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 on July 1, 2022 shall be increased by two percent (2%).

The parties agree that, for the purpose of providing unit members with a one-time COVID-19 Adjustment Bonus, each university shall create a pool of money in an amount equal to the aggregate of one and one-half percent (1.5%) of the base salary rate of all active full-time and salaried part-time unit members at the university, with a minimum amount of \$1,000 for each active full-time and salaried part-time unit member as of the full execution of the memorandum of agreement. This pool of money shall be divided by the number of full-time, salaried part-time and part-time unit members and then distributed per the Memorandum of Agreement of the parties entered into contemporaneously with this Agreement.

The Association acknowledges that one-half percent (0.5%) of the Year 1 increase above fully satisfies any and all obligations that the BHE has or may have to it or its Day bargaining unit members pertaining to PFML contributions. Specifically, the Association hereby waives its right to assert, and hereby relinquishes any and all claims, whether pending or to be brought, including matter SUP-19-7687, regarding the BHE's obligation to bargain with the Day unit 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).

14. Add to Article XIII, Section H (3), Salary and Stipend Adjustments (Other Part-time Faculty):

Year 1: The minimum part-time per-credit rate and minimum hourly rate paid to bargaining unit members who teach music courses on an hourly basis at Westfield State University, as set forth in Article XIII H(3), shall be increased by two and a half percent (2.5%), effective July 1, 2020.

Year 2: The minimum part-time per-credit rate and minimum hourly rate paid to bargaining unit members who teach music courses on an hourly basis at Westfield State University, as set forth in Article XIII H(3), shall be increased by two percent (2%), effective July 1, 2021.

Year 3: The minimum part-time per-credit rate and minimum hourly rate paid to bargaining unit members who teach music courses on an hourly basis at Westfield State University, as set forth in Article XIII H(3), shall be increased by two percent (2%), effective July 1, 2022.

The Association acknowledges that one-half percent (0.5%) of the Year 1 increase above fully satisfies any and all obligations that the BHE has or may have to it or its Day bargaining unit members pertaining to PFML contributions. Specifically, the Association hereby waives its right to assert, and hereby relinquishes any and all claims, whether pending or to be brought, including matter SUP-19-7687, regarding the BHE's obligation to bargain with the Day unit 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 DFML.

15. Revision of 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.

16. Add as Appendix S: Task Force for Student Evaluations: The Parties agree to create a task force composed of no more than eight (8) members (four (4) representatives of the bargaining unit and four (4) administrative representatives) who will work to identify an instrument or instruments and a process for administering student evaluations, which the negotiation teams will consider for the purpose of replacing the current student evaluation instrument, and will be negotiated through mid-term negotiations in accordance with a Memorandum of Agreement that the parties entered into contemporaneously with this Agreement. The responsibilities of the taskforce shall be:

- a. Identify an existing, or develop a new, student evaluation instrument that can be used for in-person courses with particular attention to finding an instrument that considers the potential for racial and gender bias in the evaluation process;
- b. Identify an existing, or develop a new, separate electronic student evaluation instrument that can be used for hybrid and remote/online courses with particular attention to finding an instrument that considers the potential for racial and gender bias in the evaluation process; and
- c. Identify a modality for administration of the student evaluation instruments including a potential new vendor.

This MEMORANDUM OF AGREEMENT is subject to ratification by both Parties.

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

BOARD OF HIGHER EDUCATION

MASSACHUSETTS TEACHERS
ASSOCIATION/MSCA

By: _____

By: _____

Thomas Simard

Christopher J. O'Donnell

Deputy Commissioner for Administration and Finance

President

Massachusetts Department of Higher Education

Massachusetts State College Association

Date: _____

Date: _____

By: _____

By: _____

James F. Birge, Chair

Maria Hegbloom, Chair

Council of Presidents

MSCA Bargaining Team

Date: _____

Date: _____