

MEMORANDUM OF AGREEMENT

**TENTATIVE AGREEMENT FOR A COLLECTIVE BARGAINING AGREEMENT
FOR THE PERIOD JANUARY 1, 2021 THROUGH DECEMBER 31, 2023
BETWEEN
THE BOARD OF HIGHER EDUCATION
AND THE
DIVISION OF GRADUATE AND CONTINUING EDUCATION/MSCA/MTA/NEA**

This Memorandum of Agreement ("Memorandum") is entered into by the Board of Higher Education (the "Board") and the Massachusetts Teachers Association acting through the Massachusetts State College Association (the "Association") and reflects the tentative agreement arrived at by the Board and the Association on October 15, 2021.

WHEREAS the Board and the Association are parties to a collective bargaining agreement for the period of January 1, 2018 through December 31, 2020 (the "Agreement"), which by its terms is in full force and effect;

WHEREAS the parties have conducted and concluded their negotiations for a three-year successor to the Agreement for the period of January 1, 2021 through December 31, 2023; and

WHEREAS the parties wish hereby to record and give effect to the results of their negotiations;

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 of January 1, 2018 through December 31, 2020 not amended by this Memorandum shall remain in full force and effect from January 1, 2021 through December 31, 2023.
2. Increase Rank Minima Contractual Stipends in Article VII, Section A by:
 - Year 1. Two and one-half percent (2.5%), effective upon the commencement of the spring instructional period of 2021.
 - Year 2. Two percent (2%), effective upon the commencement of the spring instructional period of 2022.
 - Year 3. Two percent (2%), effective upon the commencement of the spring instructional period of 2023.
3. Acknowledgement by the Association and Separate Settlement Agreement:

The Association acknowledges that the one-half percent (0.5%) increase already included in Year 1 above fully satisfies any and all obligations that the BHE has or may have to it or its DGCE members pertaining to Massachusetts's Paid Family and Medical Leave

("PFML") contributions. Specifically, MSCA hereby waives its right to assert, and hereby relinquishes any and all claims, including SUP-19-7687, whether pending or to be brought, regarding the BHE's obligation to bargain over the amount of PFML contributions to be paid by its DGCE 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").

The parties shall enter into a separate Settlement Agreement acknowledging that the payment of the one-half percent (0.5%) increase in Year 1 in exchange for the MSCA's waiver of its right to assert and relinquish all any and all claims regarding the BHE's obligation with respect to the amount of PFML contributions to be paid by its DGCE members.

4. Add the following provision to Article VII, Stipends:

The Association acknowledges that any payment above the rank minima contractual stipend, including any additional per-credit payment made by a University to a unit member appointed to teach in the Division of Graduate and Continuing Education, is discretionary and may be altered and/or discontinued at any time. Any additional per-credit payment made by a University to a unit member appointed to teach in the Division of Graduate and Continuing Education shall not be altered or discontinued prior to the summer 2022 instructional period.

5. Add the following paragraph to Article VII, Section E, Payroll Deductions:

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 "DFML"), which shall set the rate as a percentage of an employee's annual wages. The DFML 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.

6. Amend Article X, Grievance Procedure with the following changes:

Section C(7), Step 2: The Presidential (Formal):

The President shall meet with the grievant to discuss the grievance within ~~twenty-one (21)~~ **fifteen (15)** days after the filing of the grievance at Step 2. The President shall consider any grievance the resolution of which shall have been sought, pursuant to the terms set forth herein, through the prior Step of the grievance procedure; provided, however, that nothing herein contained shall be deemed to confer on the President jurisdiction to consider or remedy any claim that may not be processed as a grievance pursuant to this Article X.

Within ~~thirty (30)~~ **fifteen (15)** days after the ~~filing of the grievance~~ **President and the grievant meet**, the President shall make such determination as is prescribed in Section C(6) of this Article. The President shall render a written decision and shall set forth therein the President's determinations and the reasons therefor and the President's findings of fact, and shall provide a copy of such decision to the grievant, the Employee Relations Committee, the Chapter President and the Chair of the Council of Presidents. Such decision shall thereafter form a part of the grievance record.

Section C(7), Step 3: Mediation:

The Council and the Association shall reserve, at a minimum, the first Wednesday of each month, exclusive of January and February, for mediation of grievances at Step 3. Dates shall be determined at the beginning of each fiscal year falling within the terms of this Agreement. Mediation shall be conducted on a rotating basis by a panel agreed to by the parties by ~~Loretta Attardo, Richard Boulanger, Diane Zaar Cochran, Roberta Gellek and such other mediators as the parties may agree.~~ The expenses of the mediator shall be shared equally by the parties.

Section D, Association Representation:

Any member or members of the bargaining unit may initiate and pursue a grievance **through the first two Steps of the grievance procedure** without intervention of the exclusive representative of the Association, provided that the Association shall be afforded the opportunity to be present at any conferences held and that any adjustment made shall not be inconsistent with the terms of this Agreement.

Section E(3), Termination:

Unless prohibited by law, if any member or members of the bargaining unit shall initiate any administrative, judicial or like proceeding (other than a proceeding in the Division of Labor Relations) that relates to any matter that is the subject of a grievance in respect of which such member or members is or are the grievant while any proceeding in respect of such grievance is pending under any provision of Section C of this Article, such proceeding under Section C shall terminate as of the date of the initiation of such other administrative or judicial proceeding, and the grievance procedures aforesaid shall be inapplicable to such grievance.

Insert a new Section H shall now address: Grievances Filed Prior to the Date of Execution of This Agreement

Notwithstanding any other term of this Agreement, any grievance filed prior to the date of execution of this Agreement shall be subject to the provisions of the predecessor Agreement; provided, however, that at the request of either

party, the Employee Relations Committee may review any such grievance as it may determine, subject to the terms of Article II of this Agreement; and provided further that the selection of an arbitrator in connection with the arbitration of any grievance shall, unless already made pursuant to its predecessor, be made pursuant to this Agreement.

Relabel the existing Section H as Section I.

7. Amend Article XV. Duration with the following changes:

This Agreement shall be for three (3)-year period from ~~January 1, 2018, to December 31, 2020~~ **January 1, 2021 to December 31, 2023**. At the written request of either party, negotiations for a successor agreement shall be commenced on or before ~~June 1, 2020~~ **June 30, 2023**; provided only that nothing herein contained shall be deemed to obligate either party to commence such negotiations on any date earlier than ~~May 1, 2020~~ **May 31, 2023**.

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: Joe Wallerstein
Joe Wallerstein
Assistant Commissioner, Administration and Finance
Massachusetts Department of Higher Education

By: Christopher J. O'Donnell
Christopher J. O'Donnell
President
Massachusetts State College Association

Date: 11/2/21

Date: 10/30/2021

By: [Signature]
James F. Birge, Chair
Council of Presidents

By: [Signature]
Irina Seceleanu, Chair
MSCA/DGCE Bargaining Team

Date: 11/4/21

Date: 10/30/2021