

MEMORANDUM OF AGREEMENT
FOR A COLLECTIVE BARAGINING AGREEMENT
FOR THE PERIOD OF JULY 1, 2023, THROUGH JUNE 30, 2024,
BETWEEN
THE BOARD OF HIGHER EDUCATION
AND
THE MASSACHUSETTS STATE COLLEGE ASSOCIATION/MTA/NEA

This Memorandum of Agreement (“Memorandum”) is entered into by and between the Board of Higher Education (the “Board”) and the Massachusetts State College Association/MTA/NEA (the “Association”);

WHEREAS, the Board and the Association are parties to a collective bargaining agreement (the “2020-2023 Agreement”), which by its terms has remained in full force and effect;

WHEREAS, on August 17, 2023, the parties reached a one-year agreement for the term of July 1, 2023 to June 30, 2024, through successor negotiations; and

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

NOW, THEREFORE, in consideration of the forgoing premises and of the mutual covenants hereinafter set down, the parties agree as follows:

1. All provisions of the 2020-2023 Agreement not amended by this Memorandum shall remain in full force and effect from July 1, 2023 through June 30, 2024, and remain in effect until a successor agreement is entered into.

2. Revise Article II, A, 10, Section A, as follows:

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 August 31, 2023, 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, 2024.

3. Modify Article XIII, Section C, Salary Adjustments: Full-Time Unit Members as follows:

Salary Increase: July 2023. The annual salary rate of every full-time unit member and salaried part-time unit member who is then employed shall, effective the first pay period of July 2023, be increased by four percent (4%).

Salary Increase: January 2024. The annual salary rate of every full-time unit member and salaried part-time unit member who is then employed shall, effective the first pay period of January 2024, be increased by four percent (4%).

Salary Adjustment Pool

For the purposes of the one-year successor agreement only, each University shall establish a pool of money, Salary Adjustment Pool, equal to five hundred dollars (\$500.00) per FTE in the bargaining unit. A prorated amount should be factored into the Salary Adjustment Pool for part-time bargaining unit members. The calculation of the Salary Adjustment Pool shall be determined on a 12-month average of bargaining unit members beginning in May 2022 through May 2023. All salary adjustments that result from distribution of the pool shall take effect during the first pay period of July 2023 after the implementation of the July 2023 4% increase takes effect.

For the purposes of retention, the Salary Adjustment Pool shall be distributed to full-time, non-temporary bargaining unit members, and salaried, part-time unit members on a pro-rated basis, in the titles of instructor, assistant professor, assistant librarian, associate professor, associate librarian, professor, librarian, and senior librarian. In order to be eligible for such a salary adjustment, the bargaining unit member must be on the payroll, including on an authorized leave of absence, on the effective date of such salary increase and remain on the payroll during the pay period during which such salary increase is distributed. The parties will use the first pay period of July, 2023 for the purposes of determining rank and salary for inclusion in the salary adjustment pool.

Distribution of the Salary Adjustment Pool will be as follows:

- a. For eligible bargaining unit members in the lowest third percentage (0-33%) for salary in their rank, a factor x2 will be applied to their base salary.
- b. For eligible unit members in the second third percentage (34-66%) for salary in their rank, a factor x1 will be applied to their base salary.

c. Unit members in the top third percentage (67-100%) for salary in their rank will receive no increase to their base salary.

For the sole purpose of assessing unit members' base salary for distribution of the Salary Adjustment Pool, instructors, assistant professors and assistant librarians will be regarded as the same rank; associate professors and associate librarians will be regarded as the same rank; and librarians, senior librarians and full professors will be regarded as the same rank. The aforementioned groupings of titles shall not be precedent setting.

Such salary adjustment determinations/distributions shall not be subject to the grievance and arbitration procedures set forth in Article XI. Each University shall reserve the right to make additional minor adjustments as may be appropriate to conform to a MEPA analysis or other, similar analysis.

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

(a) The part-time rate per credit set forth in Article XIII H(3) shall be increased by four percent (4%), effective the first pay period of July 2023. In addition, six months later, the part-time rate per credit set for in Article XIII H(3) shall be increased by four percent, effective the first pay period of January 2024.

(b) At Westfield State University, the minimum hourly rate paid to members of the bargaining unit who teach music courses on an hourly basis shall be increased by four percent (4%), effective the first pay period of July 2023. In addition, six months later, the minimum hourly rate paid to members of the bargaining unit who teach music courses on an hourly basis shall be increased by four percent (4%), effective the first pay period of January 2024.

4. Article XIII-A-Minimum Salary Formula

Minimum Salary Formula

The minimum salary formula shall be adjusted to reflect the four percent (4%) increase, effective the first pay period in July 2023, and the additional four percent (4%) increase, effective the first pay period of January 2024.

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: _____

Constantia Papanikolaou
Chief Legal Counsel, Office of General Counsel
Massachusetts Department of Higher Education

Date: _____

By: _____

Maria Hegbloom
President
Massachusetts State College Association

Date: _____

By: _____

John D. Keenan
Chair, Council of Presidents

Date: _____

By: _____

Kathryn Riel
Chair, MSCA Bargaining Team

Date: _____