

**BOARD OF HIGHER EDUCATION
and
ASSOCIATION OF PROFESSIONAL ADMINISTRATORS, MTA/NEA
MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement, dated the first day of March, 2012, is entered into by the Board of Higher Education (the "Board") and the Association of Professional Administrators, MTA/NEA (the "Association").

WHEREAS the Board and the Association have been parties to a collective bargaining agreement (the "2009-2011 Agreement"), which has remained in full force and effect;

WHEREAS the parties have conducted and on February 16, 2012, concluded their negotiations for amendments to the 2009-2011 Agreement and for a new collective bargaining agreement (the "2012-2013 Agreement") whose term shall commence on January 1, 2012 and expire on December 31, 2013; and

WHEREAS the parties wish hereby to record and give effect to the terms of the agreements reached by the parties on February 16, 2012.

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

Section 1 – General

1. The provisions of the 2009-2011 Agreement shall be incorporated into the 2012-2013 Agreement except as the former are amended by the following provisions.
2. The 2012-2013 Agreement will include all additional Memorandum of Agreement and Memorandum of Understanding entered into by the parties since the 2009-2011 Agreement was reached, subject to any agreements otherwise made.
3. Changes in dates and nomenclature will be made as necessary to preserve the meaning of the 2009-2011 Agreement. Additional changes may be required in order to reconcile related provisions.
4. Items are effective as of the inception of the Agreement except as stated below.

Section 2 – Article III

1. Section F, 1, b Uniforms: Delete "Two Hundred and Fifty Dollars (\$250.00)" and substitute "Two Hundred Fifty-Seven Dollars and Fifty Cent (\$257.50)"
2. Section F, 2, a, Cruise Stipend: Delete "Fifty One Dollars (\$51.00)" and "2008-2009" and substitute "Fifty-Two Dollars and Fifty-Three Cents (\$52.53)" and "2011-2012"

Section 3 – Article IV Evaluation of Administrators

1. Section C: Add the following new subsection 3, and renumber: “The timely and complete written evaluation of subordinates on forms identified for that purpose by the applicable labor agreement or institution policy.”

2. Section F, 2 Evaluation by Appropriate Administrative Area Supervisor: Add at the end of subsection b: “The Appropriate Administrative Area Supervisor shall record on the Administrative Evaluation Form an overall rating of the administrator’s performance. If the Appropriate Administrative Area Supervisor gives the administrator an overall rating of “commendable” or “unsatisfactory” a statement of explanation must be provided.”

Section F, 3 Evaluation by the Chief Administrative Officer: Insert the following between the third and fourth sentences: “If the chief administrative officer provides an overall rating that is different from that of the supervisor, changing the overall rating from or to “commendable” or from or to “unsatisfactory,” a statement of explanation must be provided.”

The Administrative Evaluation Form (Appendix C) will be revised to reflect the above changes.

3. Section F: Appendix I evaluation schedules for 2012 and 2013 shall be inserted into the Agreement.

Section 4 -- Article V, Salary

1. Section A: Substitute “2012” for “2009.”

2. Amend Section C as follows:

“1. Effective the first pay period of January, 2012, the annual salary rate, as it then is, of every eligible full-time member of the bargaining unit shall be increased by an amount equal to one and three-quarters percent (1.75%) thereof: it being the understanding of the parties that no member of the bargaining unit shall be eligible for such increase unless his or her overall performance has been rated competent or better on the Administrator Evaluation Form completed during the annual period ending on June 30, 2011.

2. Effective the first pay period of July, 2012, the annual salary rate, as it then is, of every eligible full-time member of the bargaining unit shall be increased by an amount equal to one and three-quarters percent (1.75%) thereof: it being the understanding of the parties that no member of the bargaining unit shall be eligible for such increase unless his or her overall performance has been rated competent or better on the Administrator Evaluation Form completed during the annual period ending on June 30, 2012.

3. Effective the first pay period of January, 2013, the annual salary rate, as it then is, of every eligible full-time member of the bargaining unit shall be increased by an amount equal to one and three-quarters percent (1.75%) thereof: it being the understanding of the parties that no member of the bargaining unit shall be eligible for such increase unless his or her overall performance has been rated competent or better on the Administrator Evaluation Form completed during the annual period ending on June 30, 2012.

4. Effective the first pay period of July, 2013, the annual salary rate, as it then is, of every eligible full-time member of the bargaining unit shall be increased by an amount equal to one and three-quarters percent (1.75%) thereof: it being the understanding of the parties that no member of the bargaining unit shall be eligible for such increase unless his or her overall performance has been rated competent or better on the Administrator Evaluation Form completed during the annual period ending on June 30, 2013.”

3. Amend Section D by recalculating the maximum and minimum salary rates of the ranges for twelve-month appointments by the amount of the increases effective on or before on the dates 1/1/12 and 1/1/13.

4. Add new Section F: “In the event that during the term of this Agreement a collective bargaining agreement is submitted by either the Governor or the Secretary of Administration & Finance and funded by the Legislature, and in the event that such agreement contains provisions for across the board salary increases in excess of those contained in this Agreement, the parties agree, at the request of the Association, to re-open this Agreement for further negotiations on this issue.”

Section 5 -- Article VI

1. Section B, 2, Request for Salary Adjustment: Amend by adding after the words “paragraph 1”: “The administrator may provide any information in support of the request for salary review.”

2. Section B, 2, Request for Salary Adjustment: Amend by adding a final sentence: “In the event the President elects not to grant a salary adjustment, the decision shall state the specific reasons for the denial as they relate to the substance of the request.

Section 6 – Article VII Holidays and Supplemental Benefits

1. Section A, 1: Delete “Evacuation Day” and “Bunker Hill Day” and “*For Administrators working in Suffolk County only.”

2. Section A, 4: Delete this section, and re-number remaining sections

3. Section B, 1, e. Personal Leave: Delete current section and insert the following:

“On each January 1, full-time unit members on the payroll on the signing of this agreement, March 1, 2012, will be credited annually with thirty seven and one-half (37.50) hours (five (5) days) of Personal Leave which may be taken during the following twelve (12) months at a time or times requested by the unit member and approved by the University Human Resources Officer after consultation with the Administrator’s Appropriate Administrative Area Supervisor.

On each January 1, full-time unit members hired after March 1, 2012 will be credited annually with twenty two and one-half (22.50) hours (three (3) days) which may be taken during the following twelve (12) months at a time or times requested by the unit member and approved by the University Human Resources Officer after consultation with the Administrator’s Appropriate Administrative Area Supervisor. Full-time unit members who are hired after January, but before

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May 1 shall be credited with fifteen (15.00) hours (two (2) days) during their first partial year of service. Full-time unit members who are hired on or after May 1, but before September 1 shall be credited with seven and one-half (7.50) hours (one (1) day) during their first partial year of service.” However, the parties agreed as part of the Agreement that if the Employer concludes a collective bargaining agreement with another bargaining unit during the period of the 2012-2013 Agreement, that permits greater benefits, the Agreement shall be reopened at the APA’s request for further negotiations about this issue.”

4. Section E, 2 Remission: Delete final phrase starting with “and further agree that the fees... ” However, the parties agree as part of the Agreement that if the Employer concludes a collective bargaining agreement with another bargaining unit that permits any full or partial freeze on fees for unit members, or their spouses or dependent children, during the period of the 2012-2013 Agreement, the Agreement shall be reopened at the APA’s request for further negotiations about this issue.

5. Section F, Health & Welfare, subsection 2: Delete paragraph 2 and substitute: “Effective the first pay period in January 2012, the Employer agrees to contribute on behalf of each full time equivalent of thirteen dollars and fifty cents (\$13.50) per calendar week.

Effective the first pay period in July 2013, the Employer agrees to contribute on behalf of each full-time employee equivalent fourteen dollars (\$14.00) per calendar week.

Effective the first pay period in December 2013, the Employer agrees to contribute on behalf of each full-time employee equivalent fourteen dollars (\$14.50) per calendar week.”

Section 7 – Article IX

1. Section E, subsection 1. Retraining, add the following sentence at the end of the first paragraph: “The periods for which the retraining described above is available shall commence within one year after the date the unit member is separated.”

2. Section E, subsection 4. Reassignments: insert “at a compensation level appropriate to the position and the administrator’s background” after the words “reassigned to another position with the bargaining unit at the College.”

Section 8 – Article XIII Program of Professional Development

1. Add the following two paragraphs to Section A. Purpose:

“The Presidents will reimburse administrators for the amounts expended for licenses and certifications required for their positions. Further, during the term of the Agreement, despite current budgetary concerns, the Presidents or their designees will continue to consider requests by individual administrators for advance approval of expenses for professional needs.

The Board acknowledges that the parties will negotiate in the successor agreement concerning restoration of funding for individual programs of professional development as contained in prior agreements between the parties.”

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2. Delete Section B

Section 9 – Retirement incentive

The parties agreed to the following: "Retirement-eligible (according to the requirements of the Commonwealth's retirement system) bargaining unit members who retire from state service between the execution date of the 2012-2013 Agreement and June 29, 2012, shall receive an incentive payment of \$10,000 (ten thousand dollars). If the unit member is rehired by the BHE or in an executive branch agency within one year of the effective date of retirement, he/she must repay the entire incentive payment. For unit members who elect to retire under this incentive, the requirement of 'three months' advance written notice' of retirement under Article VII, §B(1)(f)(i)(h) to receive payment of 20% of the value of the unit member's unused accumulated sick leave at the time of retirement is waived."

Section 10 – New Appendix P - BSU Children's Center teachers

The parties agreed to the following amendments to the Agreement between the parties, commencing on May 23, 2011.

1. Pursuant to the decision of the Massachusetts Division of Labor Relations in the matter docketed at CAS-07-3707, certain positions in the Children's Center at Bridgewater State University (BSU) are accreted to the APA unit.
2. The titles of the newly-accreted Children's Center positions shall be Staff Assistant/Lead Teacher and Staff Assistant/Teacher (hereinafter referred to as "Children's Center Teachers").
3. The Children's Center Teachers shall continue to work the same number of weeks per year that they worked prior to the execution of this Memorandum of Agreement.
4. The specific work hours of the Children's Center Teachers are defined pursuant to applicable teacher licensing and accreditation standards.
 - a. The work day for Children's Center Teachers with an FTE of 1.0 will be eight (8) hours inclusive of a 40-minute lunch break. Starting and ending times for each teacher will be determined by the Director of the Children's Center based upon operational needs.
 - b. The work day for Children's Center Teachers with an FTE of less than 1.0 will be determined by the Director of the Children's Center director based upon operational needs and the actual FTE of the position. If the Teacher works greater than six (6) hours during the day, the Teacher will be eligible for a 30-minute lunch break, inclusive of the Teacher's day.
5. The Children's Center Teachers shall be afforded any and all applicable protections and benefits as provided by the agreements between The Board of Higher Education and the Association of Professional Administrators, MTA/NEA dated January 1, 2009-December 31, 2011 and January 1, 2012 – December 31, 2013. The parties acknowledge that the employer may be unable to approve

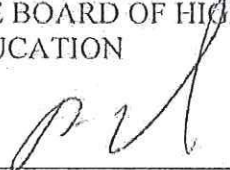
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vacation leaves requested by Children's Center Teachers until the employer is able to develop a schedule that will accommodate such requests and the coverage required by the employer. The employer will commence development of such a schedule promptly.

6. Children's Center Teachers will be evaluated according to the same procedures outlined in Article IV of the 2012-2013 Agreement, except that such evaluation shall be initiated at the conclusion of each academic year. The evaluation tool used is that currently in use at BSU, which was developed to evaluate the performance of a teacher and the job responsibilities associated with teaching and child development.

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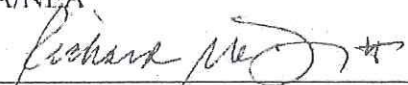
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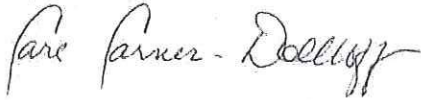
Richard M. Freeland
Commissioner

THE ASSOCIATION OF
PROFESSIONAL ADMINISTRATORS
MTA/NEA

By



Richard McDermott
President



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