

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made this 12<sup>th</sup> day of September, 2005, by and between the Board of Higher Education (the “Board”) and the Massachusetts Community College Council (the “Council”).

1. Background. The Board and the Council are parties to a collective bargaining agreement that was made between them on June 14, 2000, for an initial term commencing on July 1, 1999, and expiring on June 30, 2002 (the “1999 Agreement”). During a period that commenced in December of 2004, the Board and the Council have conducted negotiations concerning the provisions to be included in a new collective bargaining agreement. In the course of those negotiations, the Board and the Council each had the opportunity to make proposals and counterproposals on a variety of issues of importance to each respective party. On June 10, 2005, the Board and the Council concluded their negotiations with respect to the provisions to be included in a new collective bargaining agreement whose term will commence on July 1, 2003, and expire on June 30, 2006 (the “2003 Agreement”).

2. Purpose. The purpose of this Memorandum of Agreement is to record the agreements that the Board and the Council, acting by and through their respective representatives, have made with respect to the provisions that are to be contained in the 2003 Agreement.

3. Agreements: The 2003 Agreement

a) General

The 1999 Agreement. The provisions contained in the 1999 Agreement shall be incorporated into the 2003 Agreement except as those are either specifically or by implication amended by the following particular agreements concerning the provisions of the 2003 Agreement.

b) Particular Agreements

i) Article I – Recognition and Definitions

Section 1.02 – Definitions

Add to the definition of Seniority the following sentence, “For salary purposes only, seniority is based upon the sum of the seniorities which a unit member has earned, without a break in service, at all of the Massachusetts Community Colleges and/or at a unit of a public institution of higher education that was merged with a Massachusetts Community College.”

ii) Article II – Relationship between Association and Employer

Section 2.06 – Relevant Information

In the fourth bullet delete the words “and part-time.”  
Add a new sixth bullet which states: “A list of all part-time unit members and specific course assignments for the fall semester. (Due February 28 for the spring semester) Such list shall include name, salary, anticipated number of hours worked or percent of full-time equivalent appointment, address and home telephone number, and benefit status.”

iii) Article VI – Deduction of Dues and Agency Fees

Section 6.01 B – Dues and Deductions

Add, after the first word in line three the words, “a schedule of.” Add a new Subsection C which states: “The schedule of the amount of dues which are to be deducted on behalf of the Association for unit members shall stipulate the amount based on the first HR/CMS payroll with which the deductions begin, part-time status and agency fee payer status.”

iv) Article VIII – Affirmative Action

Section 8.03

Delete the words “1993-1996” and insert in place of said words “2004.”

v) Article IX – Supplemental Benefits

A. Section 9.01 A(4)(d) – Sick Leave Bank

Add the words, “compensatory time and personal leave accumulation,” after the second word in line two.

B. Section 9.01 B - Bereavement Leave

Throughout the entirety of Subsection B change the words “husband” and “wife” to the word “spouse.” Add the words, “grandparents, grandchildren, step-child, step-parent, step-brother, step-sister” to Subsection B so that it reads: “Upon notification to the President of the College or the President’s designee of

the death of the spouse, grandparents, parent of either spouse, child, grandchildren, step-child, step-parent, step-brother, step-sister, brother or sister of a unit member subject to this Agreement, or of a person living in the immediate household of a unit member subject to this Agreement, leave of absence with pay may be granted for a period not exceeding four (4) consecutive work days. In the event that the internment of, or memorial service for, any of the above-named relatives is to occur at a time beyond the bereavement leave granted, the employee may request to defer one of the days to the later date. Such request shall be made at the time of notification of the death of one of the above named relatives, and may be granted at the discretion of the College.”

C. Section 9.01 F(3) – Scheduling of Vacation Leave

Delete the words, “at the end of each fiscal year.” Add the words, “as of the accruals at the end of the last pay period in April and October of each year.”

D. Add the new Subsection J – Maternity/Adoption/Foster Parent Leave to Article IX, Section 9.01, with the new paragraph stating: During the first ten (10) workdays subsequent to the birth of a child or the placement in the home of a child through adoption or foster care, the mother/father shall receive his/her regular weekly salary. Where an eligible employee and his/her eligible spouse are both employees of the Commonwealth they shall jointly be entitled to a combined total of not more than ten (10) days paid leave under the provisions of this section. This ten (10) day period shall be included as part of, and not in addition to, the 12 month maternity leave period referred to in 9.02B(2). Scheduling of such leave shall be done to insure that, where possible, such leave is as least disruptive of the instructional progress of students as possible, and shall not be unreasonably denied.

E. Section 9.03 F(2) – Travel and Conference Expenses

- 1) On line two delete “twenty-seven (27)” and add in “thirty (30).”
- 2) Add a sentence saying, “If a higher mileage rate is authorized by statute or authorized

administratively and of application to the unit, it shall be applied to all unit members.”

F. Section 9.03 F(5) – Travel and Conference Expenses

Delete the words “actual meal expenses incurred” and replace with said words “at the approved rate for meals allowance.” Delete the words “shall not exceed” and replace said words with “shall not be less than.”

G. Section 9.03 G(2) – Health and Welfare Fund

Delete “July 1, 1999” and replace the date with “July 1, 2005.” Delete “\$8.00” and replace with “\$9.00.”

H. Add the new Section 9.07 – All-Purpose Paid Leave for Hourly Part-Time Unit Professional Staff Members

- 1) Commencing July 1, 2005 and based upon the period of July 1, 2004 – June 30, 2005, each part-time unit professional staff member who is paid on an hourly basis shall be credited with all-purpose paid leave hours according to the following schedule, based on the total number of hours worked in one or more Day Division unit positions during the previous fiscal year (July 1, 2004 – June 30, 2005).

Hours Worked Previous Fiscal Year	Hours Credited as of following July 1
0-224	0
225-900	15
More than 900	22.5

- a. Such all-purpose paid leave hours may be taken with the prior written approval of the supervisor, except that in the case of unforeseen circumstances the unit member shall notify the supervisor as early as practicable. All such leave must be taken in a minimum amount of two hours.
- b. Requests for all-purpose paid leave hours shall not be unreasonably denied.

- c. Any all-purpose paid leave hours credited on July 1 of each fiscal year must be used by the end of that fiscal year (the succeeding June 30).
- d. Should the unit member's employment with the College end for any reason subsequent to the July 1 when the all-purpose paid leave hours have been credited, the unit member shall be paid for any unused hours.
- e. The crediting of all-purpose paid leave hours to part-time unit professional staff members who are paid on an hourly basis shall be implemented on a one year trial basis beginning July 1, 2005, and shall be reviewed by the parties for possible continuation no later than April 1, 2006.

2) Whenever a College is closed due to inclement weather or other emergency situations, a part-time professional staff member who is paid on an hourly basis may, with the supervisor's approval, reschedule and work the hours missed not later than the end of the subsequent payroll period, provided that in rescheduling such missed hours the professional staff member not work more than 37.5 hours in any week. Such requests shall not be unreasonably denied.

vi) Article X – Grievance Procedure

Section 10.05 C – Step Two Mediation

Delete the third sentence and replace with the following: "The parties agree to maintain a list of mutually agreed upon mediators to be assigned grievances on a rotating basis. The parties agree to review their list annually, or more often if requested by either party, and adjust the list as mutually agreed upon by said parties."

vii) Article XI – Appointment and Reappointment – Tenure

A. Add new Paragraph 3 to Article 11.01 B – Types of Appointment

The appointment year for unit professional staff appointments shall be July 1 – June 30. All appointments which take initial effect subsequent to July 1<sup>st</sup> shall be deemed to end on the June 30 next following any such appointment.

B. Add new Subsection C to Article 11.01 – Probationary Period for Unit Professional Staff

Notwithstanding any other provisions of the Agreement to the contrary, unit professional staff shall be subject to a six-month probationary period commencing upon the effective date of their initial appointment. During this probationary period an employee may be terminated without cause. If a full-time unit professional staff member is terminated prior to the third month anniversary, the member will receive one (1) month notice prior to separation. If terminated on or after the third month anniversary, but prior to the six-month anniversary, the member will receive three (3) months notice prior to separation.

viii) Article XII – Workload, Work Assignment and Working Conditions

Article 12.03 E(1) – Academic Year

Delete the last sentence of the paragraph and insert in place of said sentence the following sentence: “Not later than March 1<sup>st</sup> of any academic year the college MACER committee may make recommendations to the President regarding the length of the break between the fall and spring semesters.”

ix) Article XIII – Evaluation

Article 13.02 B(1)(c) – Student Evaluation

Delete the last sentence in subparagraph c.

- 1) Add Subparagraph 13.02 B(1)(f) as follows:  
“Evaluation of faculty by students shall use

the University of Washington evaluation process including statistical analysis of first four (4) questions, using median scores.”

- 2) Add Subparagraph 13.02 B(1)(g) as follows:  
“In the 2005-2006 academic year a statistical analysis will be conducted by the employer which compares the results without using the signature with those using the signature. This analysis will include student participation rates and average scores. Prior to April 15, 2006, the Chancellor will convene a meeting of employer and union representatives to discuss these results. No faculty member may be terminated or subjected to post-tenure review based solely on student evaluations.”

x) Article XVII – Transfer

Add new Section 17.03 – Transfer of Seniority. This section will consist of the following language: “For salary purposes only, seniority is based upon the sum of the seniorities which a unit member has earned, without a break in service, at all of the Massachusetts Community Colleges and/or at a unit of a public institution of higher education that was merged with a Massachusetts Community College.”

xi) Article XX – Department Chairs/Curriculum Coordinator/Program Coordinators

Article 20.11 – Compensation

In line four, delete the dollar amount “\$750” and replace with “\$1,000 per credit.” In line seven, delete the dollar amount “\$30” and replace with “\$35.”

xii) Article XXI – Salary Adjustment

Article 21.01 – Salary Rate Increases

- 1) Delete Subsections A, B(except for paragraph 5), C, D, E, F and replace with the following Subsections A-G:

21.01 A – April 1, 2005, Across the Board Increase (1.44%)

Effective April 3, 2005, there shall be an across the board increase of 1.44%. Said across the board increase shall be distributed to all full-time members of the unit on the payroll as of April 3, 2005, in the same manner and amounts as such would have been distributed as the April 1, 2003, annual update for faculty and unit professional staff, except however that this is only of application to full-time unit members who were employed as of said April 1, 2003.

2) Article 21.01 B - Adjustment of the Point Value and Ranges for Faculty and Unit Professional Staff

21.01 B(1) – Effective April 3, 2005, but subsequent to the application of A above, the value of a point for faculty and unit professional staff shall be increased by the following percentages:

Unit Professional Staff Grade Level	Percentage Increase
7	14.5%
6	14.5%
5	15%
4	15%
3	16%
2	16%
1	16%
Faculty	10%

21.01 B(2) – Effective April 3, 2005, the minimum and maximum of the salary range for faculty and each grade level for unit professional staff shall be increased by the applicable percentage amount set forth in B(1) above.

3) 21.01 C – April 1, 2005, Across the Board Increase (3.00%)

Effective April 3, 2005, but subsequent to the application of items A and B above, there shall



be an across the board increase of 3.00%. Said across the board increase shall be distributed to all full-time members of the unit on the payroll as of April 3, 2005, as follows:

1. In the same manner and amounts as such would have been distributed as the April 1, 2004, annual update for faculty and unit professional staff except, however, that such distribution shall be of application only to full-time unit members who were employed as of said April 3, 2004; and,
  2. In the same manner and amounts as such would have been distributed as the April 1, 2005 annual update for faculty and unit professional staff.
  3. An on base payment to unit professional staff equal to the difference between the value of a faculty point and the value of a unit professional staff point for each unit professional staff member employed as of April 3, 2005, at the grade level and member of points applicable to each respective unit professional staff member for the update referred to in 2 directly above.
  4. Any funds remaining as a result of the across the board increase referred to in 21.01A and the across the board increases referred to in 21.01C shall be applied as an across the board salary increase to unit members employed as of April 3, 2005.
- 4) Article 21.01 D – April 1, 2005, Salary Equity Pool (.50%)

Effective April 3, 2005, but after the application of A, B, C above, there shall be a created salary equity pool equal to one-half of one percent of the total payroll as of April 1, 2005. Said salary equity pool shall be distributed as follows:  
“Payment of an equity adjustment to any faculty

and/or unit professional staff member whose individual salary falls below the recommended classification salary after the application of 21.01 A, B, and C above.”

5) Article 21.01 E – Salary Adjustments for Part-Time Unit Members

Effective July 1, 2005, all part-time unit members shall receive a salary increase of 5.00%.

6) Article 21.01 F – October 1, 2005 Across the Board Increase (2.00%)

1. Effective October 2, 2005, and retroactive to that date, there shall be an across the board increase of 2.00%. Said across the board salary increase shall be distributed to all full-time members of the unit on the payroll as of October 2, 2005, in the same manner and amounts as each such full-time member of the unit will be eligible for the April 1, 2006 annual update for faculty and unit professional staff.
2. An on base payment to unit professional staff equal to the difference between the value of a faculty point and the value of a unit professional staff point for each unit professional staff member employed as of October 2, 2005, at the grade level and number of points applicable to each respective unit professional staff member.
3. Any funds remaining as a result of the across the board increase referred to in this Article, 21.01 F, shall be applied as an across the board salary increase to unit members employed as of April 3, 2005.

7) Article 21.01 G – April 1, 2006, Salary Equity Pool Increase (.50%)

Effective April 2, 2006, there shall be created a salary equity pool equal to one-half of one percent of the total unit payroll as of April 1, 2006. Said salary equity pool shall be used to fund salary equity adjustments for certain faculty and unit professional staff, as such adjustments are reflected in the compensation system. Such adjustments shall include, but not limited to recognition of relevant part-time experience for unit professional staff and relevant external experience for faculty.

8) Delete Article 21.02 – Merit Based Performance Bonus

9) Delete Article 21.04 – Application of Salary Adjustments to Unit Members

xiii) Article XXIII – Part-Time Unit Members

Delete the paragraph at the end of Article XXIII and replace with the following: “Benefits shall not be provided to part-time unit members except as designated in Section 9.07 of this agreement or as required by law; provided that Colleges that decide to provide additional benefits to part-time employees will discuss that issue with the MCCC prior to the implementation; provided further that any part-time employee currently receiving benefits shall not lose those benefits.”

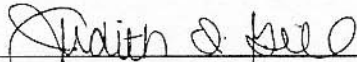
4. Appendices: The parties hereby agree to adopt and incorporate the report of the committee on licensures and certifications as such report is appended to the Agreement. The parties further recognize that this report has been adopted for information and review and that no monetary attachment or compensation has been agreed to for the term of this Agreement.

WHEREFORE, cognizant of the covenants entered into on this 12<sup>th</sup> day of September, 2005, the parties hereby set their signs and seals hereunder.


On behalf of the Board of Higher Education

On behalf of the Massachusetts Community College Council/Massachusetts Teachers Association


By:

  
Dr. Judith I. Gill  
Chancellor

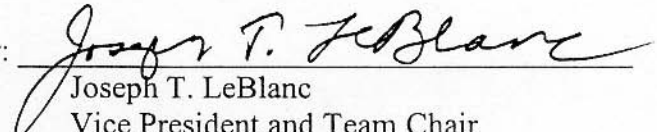
By:

  
Richard Doud  
President

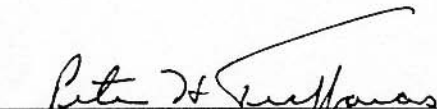
By:

  
Dr. Daniel M. Asquino  
President  
Mount Wachusett Community College

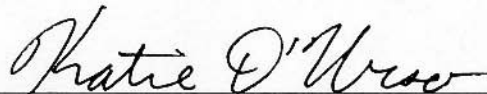
By:

  
Joseph T. LeBlanc  
Vice President and Team Chair

By:

  
Peter H. Tsaffaras, Esquire  
Director of Employee Relations  
and Benefit Administration  
and Principal Negotiator

By:

  
Katie D'Urso  
MTA Consultant  
and Team Spokesperson