

**Tentative Memorandum of Agreement Between the
BOARD OF HIGHER EDUCATION (BHE)
and the
MASSACHUSETTS COLLEGE COUNCIL (MCCC)**

JUNE 10, 2005

TERM

For an Agreement for the three year period commencing July 1, 2003 through June 30, 2006.

ARTICLE 2.06 Relevant Information

Replace 4th bullet of Article 2.06 Relevant Information with the following two bullets:

- A list of all new full-time unit members and specific course assignments for the fall semester. (Due February 28 for the Spring semester) Such list shall include name, starting salary, funding source, and rank, address and home telephone number.
- 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, benefit status.

ARTICLE 6.01 Dues Deductions

Add the underlined language to 6.01B:

The Association shall, at least thirty (30) days prior to the beginning of the academic year or within thirty (30) days of the effective date of this Agreement, give written notice to the Employer of a schedule of the amount of dues which are to be deducted on behalf of the Association...*(the rest of the sentence remains as is).*

Add a new paragraph 6.01C

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 HRCMS payroll with which the deductions begin, part-time status, and agency fee payer status.

ARTICLE 9.01 Authorized Leaves with Pay

A. Sick Leave Bank

4. Add a new requirement to exhaust all compensatory time and personal leave before using the sick leave bank.

B – Bereavement Leave

Replace with AFSCME/APA language which adds grandparents, grandchildren, stepparents, stepchildren, and allows deferral of one of the days of leave in the event a memorial service is held at a later date.

F – Vacation Leave for Professional Staff Members

3. Sweep excess vacation time into sick leave on specified dates in October and April, instead of once per year at the end of the fiscal year.

J – Maternity/Adoption/Foster Parent Leave (new section)

Add a new benefit. The following is accepted in principle, recognizing that wording may need to be changed to fit the Agreement's terminology and layout.

Notwithstanding any provisions in this agreement to the contrary, 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 full-time or part-time 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 under the provisions of this section.

It is understood that the 10 day paid period is subsumed within the 12 month unpaid leave period in 9.02 B(2).

K – All-purpose Paid Leave for Hourly Part-Time Unit Members

Add a new benefit for part-time unit members.

Fringe Benefits for Part-time Professional Staff Members shall be provided as follows.

- 1) On July 1, 2005 and based upon the period 7/1/04 to 6/30/05, each part-time 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 - June 30):

<u>Hours Worked</u> <u>Previous Fiscal Year</u>	<u>All-Purpose Paid Leave</u> <u>Hours Credited July 1</u>
0-224 hours:	0
225-900 hours:	15
More than 900 hours:	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 of a two hour block.
 - 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 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 reschedule and work the missed hours no later than the end of the subsequent payroll period, with the supervisor's approval, provided that in rescheduling such missed hours the professional staff member not work more than 37.5 hours in any week. Requests for rescheduling work shall not be unreasonably denied.

NOTE: May need corresponding changes to Article XXIII

ARTICLE 9.03 Insurance and Other Benefits

F. Travel and Conference Expenses

- Incorporate approved Mileage Rate (currently \$0.30)
- Incorporate approved Meals Rates

G. Health and Welfare Fund

- Effective 7/1/2005, increase Health and Welfare Trust Fund contribution rate from \$8.00 per F.T.E. per week to \$9.00 per F.T.E. per week

ARTICLE 10.05 Step Two - Mediation

C. Mediators

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.

ARTICLE XI – Appointment and Reappointment - Tenure

Appointment of professional staff

- *Institute probationary period*

Notwithstanding other contractual provisions, there shall be a six month probationary period for new full-time professional staff.

If a full-time professional staff unit member is terminated prior to the third month anniversary, the member will receive one (1) month salary as separation pay. If terminated on or after that, but prior to the six month anniversary, the member will receive three (3) months salary as separation pay.

- *Adjustment of Staff Appointment Dates (subject to review and agreement on specific language)*

Article 12.03 Workload of Full-Time Faculty

E. Academic Year

- *Paragraph 1: Replace last sentence, relating to the recess period between academic semesters, with:*

Not later than March 1 each college MACER committee shall deliver to the college President a recommendation for the length of the break between the fall and spring semesters.

Separate Memorandum of Understanding

- A committee shall be formed to study and make recommendations to the employer and the union regarding the definition of preparations, the situations, if any, in which five preparations may be increased to six preparations per academic year, without increasing workload and the calculation of non-instructional workload and (2) on the impact, including economic, of adjusting the ratio for laboratory and clinical courses.

Related currently pending arbitrations shall be put in abeyance pending the completion of the work of this committee. Related grievances that reach the arbitration step prior to June 30, 2006, shall be placed in abeyance, pending the completion of the work of this committee. Upon the expiration of this contract, the MCCC reserves the right to take these cases out of abeyance.

ARTICLE XIII – Evaluation

To be incorporated in a Memorandum of Agreement

- Evaluation of faculty by students shall continue to use the University of Washington evaluation process currently in place
 - a) Statistical analysis of first four (4) questions, using median scores
 - b) Deleted requirement for student signatures.
- 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.

ARTICLE 20.11 – Department Chair Compensation

Increase the hourly rate of compensation for department chairs from \$30/hour to \$35/hour.

OTHER ISSUES

- Adopt the final report of the Committee on Licensures and Certifications by reference
- Note that the Professional Development Committee will continue
- Housekeeping issues
 - Add: Seniority transfers with unit member
 - Change affirmative action policy date
 - Change “husband/wife” to “spouse” throughout the Agreement and relevant MOA’s.
 - Add points for performance evaluations to the professional staff grid
 - Increase certain points in the faculty and professional staff grids

Article XXI – Salary

Full-Time Unit Member Salary Adjustments

A. April 1, 2005

1. 1.44% Pool
 - a. Personal Update: Pay the April 1, 2003 points.
 - b. Any remainder to be distributed across the board to all full-time unit members
2. 0.50% Salary Equity Pool
 - a. Increase the value of professional staff and faculty points by the following

Grade Level 7	14.5%
Grade Level 6	14.5%
Grade Level 5	15%
Grade Level 4	15%
Grade Level 3	16%
Grade Level 2	16%
Grade Level 1	16%
Faculty	10%
 - b. Increase minima and maxima of ranges at the rates indicated above for professional staff and faculty.
3. 3.00% Pool
 - a. Personal Update: Pay the April 1, 2004 points at the point rates as increased in item 2 above, except that points for professional staff evaluation points shall be paid with the salary equity adjustment referred to below.
 - b. Personal Update: Pay the April 1, 2005 points at the new rates indicated in item 2, above. In addition, these points shall include a salary equity adjustment for professional staff. This salary equity adjustment shall be the difference between the faculty point value and the professional staff point value for each grade.
 - c. Any remaining money from this pool shall be distributed across the board to all full-time unit members.

B. October 1, 2005

1. 2.00% Pool
 - a. Personal Update: Pay (six months early) the April 1, 2006 points at the new rates. In addition, these points shall include a salary equity adjustment for professional staff. This salary equity adjustment shall be the difference between the faculty point value and the professional staff point value for each grade.
 - b. Any remaining money from this pool shall be distributed across the board to all full-time unit members.

C. April 1, 2006

1. 0.50% Salary Equity Pool

To be distributed to fund changes in Placement Structure for Unit Professional Staff, allowing for the incorporation of relevant part-time experience, changes in the compensation structure for full time faculty and Placement Structure for Unit Professional Staff for experience, changes in the minimum salary levels, and changes made as a result of individual and global appeals decisions.

Part-Time Unit Member Salary Adjustments

July 1, 2005

1. Part-Time Salary Adjustment
5% raise for part-time unit members on July 1, 2005