

BOARD OF HIGHER EDUCATION
and
MASSACHUSETTS COMMUNITY COLLEGE COUNCIL, MTA/NEA

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement, dated the 18th day of September, 2009, is entered into by the Board of Higher Education (the "Board") and the Massachusetts Community College Council, MTA/NEA (the "MCCC").

WHEREAS the Board and the Association have been parties to a collective bargaining agreement entered into on October 4, 2006 (the "2006 Agreement"), which by its terms has remained in full force and effect and will continue to do so until June 30, 2010;

WHEREAS the parties have conducted and on May 5, 2009, concluded their negotiations for amendments to the 2006 Agreement resulting in a one year extension/Agreement for the period from July 1, 2009 to June 30, 2010, and for a new three year collective bargaining agreement (the "2010 Agreement") whose term shall commence on July 1, 2010 and expire on June 30, 2013; and

WHEREAS the parties wish hereby to record and give effect to the terms of the agreements reached by the parties on May 5, 2009;

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

1. The provisions of the 2006 Agreement shall be incorporated into the 2009 Extension/Agreement and the 2010 Agreement except as the former are amended by the following provisions.
2. The 2009 Extension/Agreement and the 2010 Agreement will include all additional Memoranda of Agreement and Memoranda of Understanding entered into by the parties since the 2006 Agreement was reached, subject to any agreements otherwise made by said parties.
3. Changes in dates, nomenclature and typographical errors will be made as necessary to preserve the meaning of the 2006 Agreement. Additional changes may be required in order to reconcile related provisions.
4. The following items shall be incorporated in the 2009 Extension/Agreement and the 2010 Agreement, as necessary or appropriate:

A. Contract Committees:

- a. Three contract committees made up of equal representatives from the MCCC and the College Presidents' designees and one Department of Higher Education representative who shall chair the committee. The topics to be covered by the contract committees shall be the following:

1. The Workload Committee shall meet to discuss the clinical lab ratio, the non-instructional faculty workload, flexibility for day unit faculty in teaching courses at night and on weekends as part of their day unit workload, online office hours, and professional staff workload;
 2. The Classification Study Committee shall meet to discuss nursing salary issues and classification grid placement issues for new hires and current employees;
 3. The Dismissal Procedures Committee shall meet to discuss the dismissal procedures contained in the contract.
- b. Each committee shall make a joint recommendation regarding proposed contractual changes as a result of their work. These proposed changes shall then be subject to negotiation by the parties' designated bargaining representatives. In the event that a committee does not make a recommendation, no proposed changes shall be negotiated by the parties.
- c. The workload committee shall meet beginning in October 2009 and issue its report, if any, no later than March 31, 2010. The classification study committee shall meet beginning in October 2010 and issue its report, if any, no later than March 31, 2011. The dismissal procedures committee shall meet beginning in October 2011 and issue its report, if any, no later than March 31, 2012.

B. Supplemental Benefits

1. Bereavement: provide seven days instead of four days for the death of the unit member's spouse, domestic partner, child or stepchild.
2. Tuition Waiver: add provision that fees charged to unit members, their spouses and dependents at community colleges shall, during the term of this agreement, not be more than was charged at any community college on September 1, 2009.
3. Health and Welfare: the health and welfare contribution made by the colleges shall be increased by 50 cents per year during 2010 and 2011.
4. Travel Expenses: Change to mileage shall be reimbursed at the IRS rate applicable at the time of travel.
5. Meal Expenses: Change to the rate of \$7.50 for breakfast, \$12.50 for lunch and \$20.00 for dinner.

C. Salary

July 1, 2009

1. Payment of the final 1/3 of points due for licenses and certifications shall be made effective July 1, 2009.
2. Each bargaining unit member on the payroll as of July 1, 2009 shall earn 8 seniority and 8 experience points as of the October 2008 snapshot. During this time period,

bargaining unit members shall also earn all other points for new degrees, promotions, tenure, etc. There is no salary adjustment for these points during this year of the contract.

3. The base salary and point values used for new hires shall be the base salary and point values as of 2008.

July 1, 2010

1. Effective July 1, 2010 there shall be created a salary pool equal to an across the board increase of 1.5% which shall be distributed as follows:
 - a. Increase the point value for faculty and professional staff by 3.4%.
 - b. Each bargaining unit member on the payroll as of July 1, 2010 shall be paid the 8 seniority and 8 experience points earned as of the October 2009 snapshot. For all bargaining unit members these points shall be paid at the new faculty rate effective for July 1, 2010.
 - c. Beginning on July 1, 2010 and continuing in the future, all points other than for seniority and experience will be paid during the first payroll period at the beginning of the next semester after they are earned (either September 1st or January 15th). This shall include all points, other than seniority and experience, that were not paid between July 1, 2009 and June 30, 2010 because there was no raise available to bargaining unit members during that year.
 - d. Effective July 1, 2010, each part-time faculty and part-time unit professional staff member shall receive a salary increase of 1.5%.
 - e. Effective July 1, 2010, the minimum hourly and per credit salary rate for part-time faculty and part-time unit professional staff shall increase by 1.5%.
2. The base salary and point values used for all new hires shall be the base salary and point values as of 2008.

July 1, 2011

1. Effective July 1, 2011 there shall be created a salary pool equal to an across the board increase of 3.5% which shall be distributed as follows:
 - a. Increase the point value for faculty and professional staff by 3.4%.
 - b. Each bargaining unit member on the payroll as of July 1, 2011 shall be paid the 8 seniority and 8 experience points earned as of the October 2010 snapshot. For all bargaining unit members these points shall be paid at the new faculty point rate effective for July 1, 2011.

- c. All points other than for seniority and experience shall be paid at the new faculty point rate effective for July 1, 2011 on the first payroll period during the first semester after they are earned (either September 1st or January 15th).
 - d. Increase the classification base salaries effective 2005 by 3.5% to create the 2011 maintenance base. If the 2011 maintenance base is higher than the bargaining unit member's current base salary, then the bargaining unit member's base salary shall be increased to the new 2011 maintenance base.
 - e. Effective July 1, 2011, each part-time faculty and part-time unit professional staff member shall receive a salary increase of 3.5%.
 - f. Effective July 1, 2011, the minimum hourly and per credit salary rate for part-time faculty and part-time unit professional staff shall increase by 3.5%.
2. The base salary and point values used for all new hires shall be the base salary and point values as of 2008.

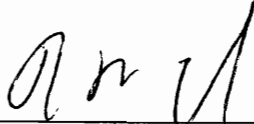
July 1, 2012

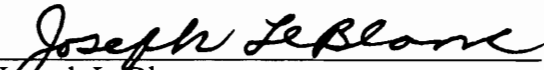
1. Effective July 1, 2012 there shall be created a salary pool equal to an across the board increase of 3.5% which shall be distributed as follows:
- a. Each bargaining unit member on the payroll as of July 1, 2012 shall be paid the 8 seniority and 8 experience points earned as of the October 2011 snapshot. For all bargaining unit members these points shall be paid at the faculty point rate effective for July 1, 2011.
 - b. All points other than for seniority and experience shall be paid at the faculty point rate effective for July 1, 2011 on the first payroll period during the first semester after they are earned (either September 1st or January 15th).
 - c. Increase the 2011 maintenance base by 3.75% to form the 2012 maintenance base. If the 2012 maintenance base is higher than the bargaining unit member's current base salary, then the bargaining unit member's base salary shall be increased to the new 2012 maintenance base.
 - d. The 2012 maintenance base shall become the classification base as of July 1, 2012 if it is higher than the base at that time.
 - e. Effective July 1, 2012, each part-time faculty and part-time unit professional staff member shall receive a salary increase of 3.5%.
 - f. Effective July 1, 2012, the minimum hourly and per credit salary rate for part-time faculty and part-time unit professional staff shall increase by 3.5%.
2. The base salary and point values used for all new hires shall be the base salary and point values as of 2008.

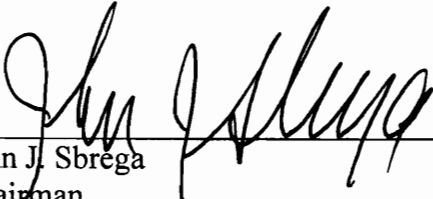
WHEREFORE the parties hereto hereunder set their signs and seals this 18th day of September, 2009.


Board of Higher Education

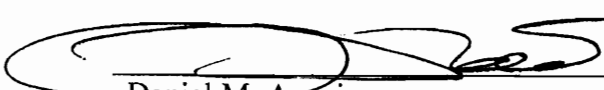
Massachusetts Community College Council, MTA/NEA

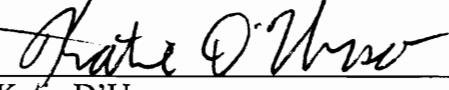

Richard M. Freeland
Commissioner

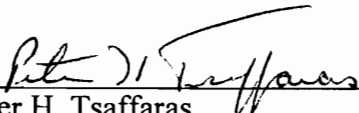

Joseph LeBlanc
President


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Chairman,
Council of
Community College Presidents


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Negotiating Committee


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