

# Massachusetts Community College Council

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August 10, 2009

Dear MCCC Colleagues:

Enclosed are materials to assist you in your vote to ratify the proposed 2009-2012 collective bargaining Agreement. In addition to your ballot and a return envelope, you will find the Memorandum of Agreement, and a two-sided salary worksheet that determines your salary increase for each year. Ballots must be received at the MCCC office by 4:00 PM September 16<sup>th</sup>.

The general economic terms of the four year Agreement is an 8.5% increase in the overall MCCC payroll as follows: July 1, 2009 0% (with the remaining 1/3 of the licensures and certification points to be paid by the colleges); July 1, 2010 a 1.5% increase; July 1, 2011 a 3.5% increase; and July 1, 2012 another 3.5% increase, for a total of 8.5% over the four year period. There are no take backs, and we were able to set up three joint labor/management committees to look into issues of concern to our members. The committees and other minor language changes are spelled out in the enclosed MOA.

The Day Team prepared an extensive demand package, but because of the state's fiscal situation, we never bargained contract language for this Agreement. Rather, we were given a short window to bring to you for ratification the 8.5% salary package that the other higher education units had already been offered (and ratified). During these difficult economic times, the team decided to bring the 8.5% offer to you for ratification rather than go into a prolonged bargaining process, which may have resulted in an even smaller economic offer than the current 8.5%.

Once we accepted the 8.5% offer, the team did its best to try to restore internal equity using the current classification system. Over the last few years, new hires have been paid starting salaries that included higher base salaries, as well as a higher dollar value for all classification points received. The team tried to remedy the inequities that have resulted, by recalculating all professional staff salaries in a particular grade and all faculty salaries so that everyone would have had a salary based on the same base salary and point values. To achieve our goal of internal equity would require almost four million dollars more than the 8.5% salary pool provided.

The salary package you are voting on is a step in eliminating internal inequities. Should you vote for ratification, all professional staff within each grade and all faculty will be paid at the same base rate, except for those unit members hired in 2008, who have a higher base rate. When you look at the salary calculation table you will see that new hires receive smaller pay increases in 2011 and 2012 because they had been hired at higher base and point values than their more senior colleagues.

Given the very limited amount of money offered by the state, the Team has done its best to address internal inequities by paying classification points at the same rate to all members, and increasing the base rate of pay for nearly everyone. Obviously this is not a great deal, but under the extreme economic circumstances we believe it is the best we can do considering all alternatives. We urge you to vote YES and ratify the 2009-2012 Agreement.

In Solidarity,

Rick Doud,  
Day Team Chair

Tiffany Magnolia,  
Day Team Vice-Chair

## Salary Increase Table 2010 through 2012

2010	Year of Hire	Prior to 7/1/06	7/1/06-6/30/07	7/1/07-6/30/08	After 7/1/08
	Faculty	\$ 892.00	\$ 892.00	\$ 892.00	\$ 892.00
	PS 7	\$ 892.00	\$ 892.00	\$ 892.00	\$ 892.00
	PS 6	\$ 892.00	\$ 892.00	\$ 892.00	\$ 892.00
	PS 5	\$ 892.00	\$ 892.00	\$ 892.00	\$ 892.00
	PS 4	\$ 892.00	\$ 892.00	\$ 892.00	\$ 892.00
	PS 3	\$ 892.00	\$ 892.00	\$ 892.00	\$ 892.00
	PS 2	\$ 892.00	\$ 892.00	\$ 892.00	\$ 892.00

2011	Year of Hire	Prior to 7/1/06	7/1/06-6/30/07	7/1/07-6/30/08	After 7/1/08
	Faculty	\$ 2,250.85	\$ 1,111.85	\$ 922.85	\$ 922.85
	PS 7	\$ 2,851.85	\$ 1,198.85	\$ 922.85	\$ 922.85
	PS 6	\$ 2,696.85	\$ 1,175.85	\$ 922.85	\$ 922.85
	PS 5	\$ 2,549.85	\$ 1,155.85	\$ 922.85	\$ 922.85
	PS 4	\$ 2,393.85	\$ 1,132.85	\$ 922.85	\$ 922.85
	PS 3	\$ 2,250.85	\$ 1,112.85	\$ 922.85	\$ 922.85
	PS 2	\$ 2,093.85	\$ 1,089.85	\$ 922.85	\$ 922.85

2012	Year of Hire	Prior to 7/1/06	7/1/06-6/30/07	7/1/07-6/30/08	After 7/1/08
	Faculty	\$ 2,395.85	\$ 2,395.85	\$ 1,411.85	\$ 922.85
	PS 7	\$ 3,061.85	\$ 3,061.85	\$ 1,634.85	\$ 922.85
	PS 6	\$ 2,890.85	\$ 2,890.85	\$ 1,577.85	\$ 922.85
	PS 5	\$ 2,726.85	\$ 2,726.85	\$ 1,523.85	\$ 922.85
	PS 4	\$ 2,554.85	\$ 2,554.85	\$ 1,465.85	\$ 922.85
	PS 3	\$ 2,394.85	\$ 2,394.85	\$ 1,412.85	\$ 922.85
	PS 2	\$ 2,221.85	\$ 2,221.85	\$ 1,354.85	\$ 922.85

Your salary is based on your Classification Base and your Points. Your Classification Base Salary is based on your year of hire. Since all experience and seniority points are the same for all, your total increase for Base and Points depends on your year of hire.

Find the column for your year of hire.

Your salary increase for that year is found in the appropriate row and column.

Please note that for 2010-2012 your salary may also be increased by the following, if applicable:

- points for change of rank
- points for new academic credentials
- points for post-tenure review

**2009-2012 SALARY INCREASE WORKSHEET PAGE 2**

The salary increase worksheet on the reverse side reflects the minimum salary increases per year for all unit members based on base rate increases and payment for seniority and experience points only. (See calculation below.) Beginning in 2010 any additional points earned, e.g., new licensures and certifications, post tenure evaluations, new degrees, and change in rank will be paid the semester after the points were earned at the dollar point value for that year.

The amount of yearly salary increases were calculated based on paying points for seniority and experience in years 2010-2012, and by increasing base rate salary minimums in years 2011 and 2012. The example below is an illustration of how the yearly salary increases shown on the reverse side for a faculty member with a Masters degree, hired prior to 7/1/06, were determined. The same formula is used to calculate all salary increases depending on your date of hire, as well as professional staff grade. If you want more information on the salary calculations check out the link on our website: [www.mccc-union.org/Compute](http://www.mccc-union.org/Compute).

<b>□ July 1, 2010</b>	<b>2010 SALARY INCREASE</b>
8 points seniority/8 points experience	
16 points X \$55.78 = \$892.00	<b>\$892.</b>

<b>□ July 1, 2011</b>	<b>2011 SALARY INCREASE</b>
8 points seniority/8 points experience	
16 points X \$57.68 =	\$922.85
The new 2011 Minimum \$39,278	
Minus the 2005 Minimum <u>\$37,950</u>	+
Difference equals \$1,328	<u>\$1,328</u>
Total increase points plus base difference =	\$2,250 <b>\$2,250.85</b>

<b>□ July 1, 2012</b>	<b>2012 SALARY INCREASE</b>
8 points seniority/8 points experience	
16 points X \$57.68 =	\$922.85
The new 2012 Minimum \$40,751	
Minus the 2011 Minimum <u>\$39,278</u>	+
Difference equals \$1,473	<u>\$1,473</u>
Total increase points plus base difference =	\$2,395.85 <b>\$2,395.85</b>

**2009 POINT VALUE \$53.95 X 3.4% = \$55.78 NEW 2010 POINT VALUE**

**2010 POINT VALUE \$55.78 X 3.4% = \$57.68 NEW 2011/2012 POINT VALUE**

**2005 MINIMUM SALARY \$37,950 X 3.5% = \$39,278 2011 MINIMUM SALARY**

**2011 MINIMUM SALARY \$39,278 X 4.0% = \$40,849 2012 MINIMUM SALARY**

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

**Tentative**  
**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement, dated the \_\_\_\_ day of \_\_\_\_\_, 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

WHEREAS the parties have conducted and on May 5, 2009, concluded their negotiations for amendments to the 2006 Agreement and for a new collective bargaining agreement (the "2009 Agreement") whose term shall commence on July 1, 2009 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 premises 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 Agreement except as the former are amended by the following provisions.

2. The 2009 Agreement will include all additional Memorandum of Agreement and Memorandum of Understanding entered into by the parties since the 2006 Agreement was reached, subject to any agreements otherwise made.

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 Agreement:

**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 bargaining agents.

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 earned 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 1<sup>st</sup> or January 15<sup>th</sup>). 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 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 professional staff shall increase by 1.5%.

2. The base salary used for new hires shall be the base salary values as of 2008. The point values used for new hires will be the values as increased on July 1, 2010.

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 point rate effective for July 1, 2011 on the first payroll period during the first semester after they are earned (either September 1<sup>st</sup> or January 15<sup>th</sup>).

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 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 professional staff shall increase by 3.5%.

2. The base salary used for new hires shall be the 2011 maintenance base salary. The point values used for new hires will be the values as increased on July 1, 2011.

#### 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 point rates effective for July 1, 2011 on the first payroll period during the first semester after they are earned (either September 1<sup>st</sup> or January 15<sup>th</sup>).

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 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 professional staff shall increase by 3.5%.

2. The base salary used for new hires shall be the 2012 maintenance base salary. The point values used for new hires will be the values as increased on July 1, 2011.