

## MEMORANDUM OF AGREEMENT

**Whereas** the Board of Higher Education (hereinafter the "Board") and the Massachusetts Community College Council (hereinafter the "Council") are parties to an Agreement (hereinafter the "Agreement") entered into on June 14, 2000; and

**Whereas** the Agreement is for the period from July 1, 1999 to June 30, 2002; and

**Whereas** the Agreement is of application to members of the Massachusetts Community College Council Unit in each of the Community College(s), (hereinafter the "College(s)"); and

**Whereas** the Collective Bargaining Agreement entered into by and between the Board and the Council was the result of lengthy and intensive negotiations and is recognized as a landmark Agreement; and

**Whereas** the gains made by the Board and the Council in the Agreement were both numerous and substantial; and

**Whereas** the Board and the Council are continuing to implement the Classification Study referenced by the Agreement; and

**Whereas** the Agreement took effect with approximately one half of its term already elapsed; and

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**Whereas** the Board and the Council have been working in a cooperative and diligent manner to ensure the full and proper implementation of the provisions of both the Agreement and the Classification Study; and

**Whereas** the Board and the Council are desirous of improving upon their existing harmonious relationship; Now,

**THEREFORE**, the Board and the Council do hereby agree as follows:

**A. Extension of Agreement**

The Board and the Council hereby agree to extend the present Agreement for one year, such extension to commence on July 1, 2002 and to continue until June 30, 2003. Subject to the modifications set forth in this Memorandum of Agreement, the terms and conditions of the July 1, 1999 – June 30, 2002 Agreement and related Memoranda shall remain in full force and effect.

**B. Implementation of Classification Study - Full-Time Faculty and Professional Staff**

On April 1, 2003, personal data for full-time Faculty and Unit Professional Staff shall be updated through October 15, 2002, and any resulting adjustments in compensation made.

Personal data updates include adjustments for newly acquired academic credentials, change of Faculty rank, experience, seniority, and successful post-tenure evaluations.

Faculty who do not benefit from the personal data update because their salaries exceed the Classification Study recommendation or because they were outside of the Classification Study at its implementation shall receive an on-base increase equivalent to 12 points paid at the Faculty point rate.

Unit Professional Staff who do not benefit from the personal data update because their salaries exceed the Classification Study recommendation or because they were outside of the Classification Study at its implementation shall receive an on-base increase equivalent to 12 points paid at the appropriate Unit Professional Staff point rate.



### **C. Implementation of the Classification Study - Market Analysis**

The Board and Council recognize that the salary adjustments contained herein are minimal but that they exhibit the commitment by both the Board and the Council to the system of classification contemplated by the Classification Study and implemented during the 19992002 Agreement.

The Board of Higher Education hereby reaffirms its commitment and support for maintaining unit member salaries at the 75<sup>th</sup> percentile of the ten comparable states contained in the Classification Study. To that end, the classification study market data shall be updated by the Board of Higher Education using the same methodology, states, and, to the extent possible, the same institutions, and by April 15, 2003, a report shall be completed and issued which contains recommended unit salaries brought to the level upon which the Classification Study is predicated.

### **D. Implementation of the Classification Study - Maintenance**

For fiscal year 2003 (July 1, 2002 to June 30, 2003), the Employer shall provide one hundred thousand dollars (\$100,000) for the administration and implementation of the Classification Study, which shall be deemed to include, among other items, the initial implementation of the Classification Study for newly hired Unit Professional Staff, the initial implementation of the Classification Study for newly hired Faculty, conduct of the individual appeals process for Faculty and Unit Professional Staff, analysis and development of new Classification Specifications, distribution of classification system data to the colleges, training for college personnel, and updating of the market data analysis.

### **E. Implementation of the Classification Study – Part-Time Unit Professional Staff Adjustments**

Effective April 1, 2003, part-time Unit Professional Staff shall receive a one percent (1%) increase, provided that no part-time Unit Professional Staff member shall be compensated at a rate lower than \$19.55 per hour.

### **F. Implementation of the Classification Study – Salary Error Correction Pool**

For FY 2003, the employer shall provide a salary error correction pool equal to 0.15% of the payroll of the unit on March 15, 2002. The purpose of this pool shall be to assist the Colleges in defraying the costs of salary error corrections associated with a salary history audit of the members of the unit. This salary error correction pool will be established and the funds contained therein distributed on April 1, 2003.

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## **G. Study Committees**

1. Subsequent to the ratification and execution of this Memorandum of Agreement and no later than October 15, 2002, the employer shall establish a Committee to study the impact of the increased workload standard on the quality of instruction, and its appropriate application to clinical and lab-like courses. This study also may include comparing classification or other salary systems as applied to similar personnel in the ten similarly situated states and the state of Connecticut.

The Committee shall be comprised of a Chair, appointed by the Employer, and equal numbers of members appointed by the Council and by the Presidents of the Community Colleges.

The Committee shall carefully, completely and with serious intent study the issues which fall within its purview and, no later than April 1, 2003, shall prepare a report for the Chancellor of Higher Education which shall contain its findings and recommendations. Notwithstanding the preparation and transmittal of the above referenced report, the findings and recommendations of the Committee are not binding on either the Board or the Council.

2. Subsequent to the ratification and execution of this Extension of Agreement and no later than October 15, 2002, the employer shall establish a Committee to study the appropriateness of the system of classification applied to Unit Professional Staff members. This shall be accomplished by studying the methodology used, and by comparing classification or other salary systems applied to similar personnel in the ten similarly situated states and the state of Connecticut.

The Committee shall carefully, completely and with serious intent study the issues which fall within its respective purview and no later than April 1, 2003, shall prepare a report for the Chancellor of Higher Education which shall contain its findings and recommendations. Notwithstanding the preparation and transmittal of the above referenced report, the findings and recommendations of the Committee are not binding on either the Board or the Council.

In recognition of the time and travel commitment required of members of each said committee, full-time Faculty serving on either of the above Committees shall receive one section of release time for the spring 2003 semester,

In addition, full-time Faculty serving on the Appeals Review Board, as such Appeals Review Board was established by Memorandum of Agreement dated June 14, 2000, shall receive one section of release time in the fall of 2002 semester.

## **H. Memorandum of Agreement – Student Evaluation Form Committee**

The Board and the Council recognize that the Student Evaluation Form Committee established pursuant to a Memorandum of Agreement dated June 14, 2000, has been established and has been meeting in order to prepare the recommendation required of

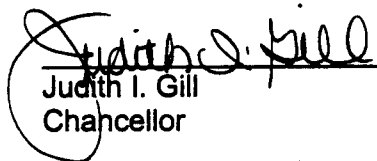
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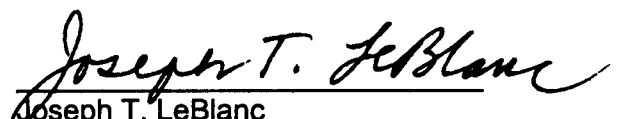
the said Committee. In recognition of the above, the June 1, 2001, deadline date set forth in the Memorandum of Agreement is hereby changed to July 15, 2002.

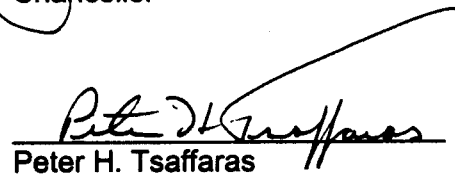
**WHEREFORE**, cognizant of the covenants entered into on this 29<sup>th</sup> day of August, 2002, the parties hereby set their signs and seals hereunder.


On behalf of the  
Board of Higher Education

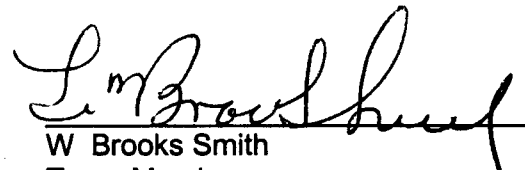
On behalf of the Massachusetts  
Community College Council/  
Massachusetts Teachers  
Association

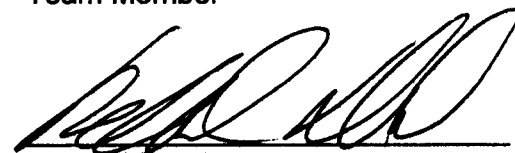
  
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Judith I. Gill  
Chancellor

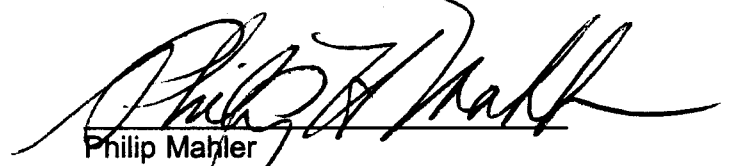
  
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Joseph T. LeBlanc  
Vice President and Team Chair

  
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Peter H. Tsaffaras  
Associate Vice Chancellor for  
Human Resources and  
Principal Negotiator

  
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Phyllis Barrett  
Team Member


  
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W Brooks Smith  
Team Member


  
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Richard Doud  
President and Team Member

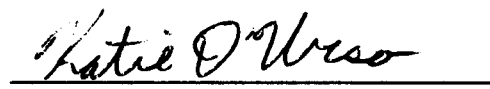
  
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Philip Mahler  
Team Member

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

  
Kathleen McDonough  
Team Member

  
Gail Stuart  
Team Member

  
Katie D'Urso  
Consultant  
Massachusetts Teachers Association

