

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

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement, dated the 1st day of May, 2012, 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 MCCC have been parties to a collective bargaining agreement effective beginning on July 1, 2010 (the "2010-2013 Agreement") which, by its terms, will remain in full force and effect until June 30, 2013 except as amended below;

WHEREAS the parties have conducted and on March 7, 2012 concluded their negotiations for amendments to the 2010-2013 Agreement resulting in a new two year collective bargaining agreement effective from July 1, 2013 through June 30, 2015; (the "2013-2015 Agreement")

WHEREAS the parties wish to hereby record and give effect to the terms of the Agreement reached by the parties on March 7, 2012;

NOW, THEREFORE, the Board and the MCCC agree to amend the 2010-2013 Agreement as follows:

1. The provisions of the 2010-2013 Agreement shall be incorporated into the 2013-2015 Agreement except as amended by the following provisions.
2. The 2013-2015 Agreement will include all additional Memoranda of Agreement and Memoranda of Understanding entered into by the parties since the 2010-2013 Agreement was reached, subject to any agreements otherwise made by the parties.
3. Changes in dates, nomenclature and typographical errors will be made as necessary to preserve the meaning of the 2010-2013 Agreement. Additional changes may be required in order to reconcile related provisions.
4. Salary Rate Increases for full-time faculty and full-time professional staff (Article 21.01(1):
 - A. Effective the first pay period of July 2013 each full-time bargaining unit member on the payroll as of June 30, 2013 will receive a 1.75% salary increase.
 - B. Effective the first pay period of January 2014 each full-time bargaining unit member on the payroll as of December 31, 2013 will receive a 1.75% salary increase.
 - C. Effective the first pay period of July 2014 each full-time bargaining unit member on the payroll as of June 30, 2014 will receive a 1.75% salary increase.
 - D. Effective the first pay period of January 2015 each full-time bargaining unit member on the payroll as of December 31, 2014 will receive a 1.75% salary increase.
 - E. The base salary (as indicated on pages 129 and 130 of the 2010-2013 Agreement) for new hires shall increase by 3.5% effective the first pay period of July 2013.

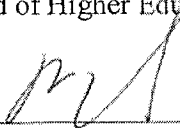
5. Salary Rate Increases for part-time faculty and part-time professional staff (article 21.01(2):
 - A. Effective the first pay period of July 2013 each part-time bargaining unit member will receive a 1.75% salary increase. The minimum hourly rate for part-time professional staff and faculty members shall be increased by 1.75% so that no part-time professional staff or faculty member shall be compensated at a rate lower than \$25.06 per hour.
 - B. Effective the first pay period of January 2014 each part-time bargaining unit member will receive a 1.75% salary increase. The minimum hourly rate for part-time professional staff and faculty members shall be increased by 1.75% so that no part-time professional staff or faculty member shall be compensated at a rate lower than \$25.50 per hour.
 - C. Effective the first pay period of July 2014 each part-time bargaining unit member will receive a 1.75% salary increase. The minimum hourly rate for part-time professional staff and faculty members shall be increased by 1.75% so that no part-time professional staff or faculty member shall be compensated at a rate lower than \$25.95 per hour.
 - D. Effective the first pay period of January 2015 each part-time bargaining unit member will receive a 1.75% salary increase. The minimum hourly rate for part-time professional staff and faculty members shall be increased by 1.75% so that no part-time professional staff or faculty member shall be compensated at a rate lower than \$26.40 per hour.
6. The Accelerator/Trigger Provision: The accelerator/ trigger provision in the 2010-2013 Agreement are waived in exchange for payment of the salary increases set forth in paragraphs 4 and 5 above subject to the provisions as agreed to by Memorandum of Agreement.
7. Credentials: Effective July 1, 2012 full-time bargaining unit members who earn new academic credentials shall receive incremental salary increase on either September 1st or January 15th at the rates contained on pages 129-130 of the 2010- 2013 Agreement
8. Retirees effective upon ratification: The one year notice requirement in Article 9.04B is waived for any unit members who retire between the ratification and 8/31/12. For unit members who retire between September 1, 2012 and August 31, 2013 the one year advance notice requirement is reduced to a six month advance notice.
9. FMLA: Paragraph 9A shall be effective at the completion of paragraph 9B but in any event no later than July 1, 2013.
 - A. Delete Article 9.01 § A (6): When a unit member is eligible for leave under the FMLA and for sick leave pursuant to Article 9.01 of the agreement, the College shall first apply the unit member's absence to accumulated sick leave, and once sick leave is exhausted, to the sick leave bank benefit, if applicable, before charging the unit member's absence to the unit member's FMLA leave allowance.
 - B. (By side letter) The MCCC and the Board agree to appoint representatives to meet for the purpose of developing a medical documentation form to be used system-wide which will comply with Federal law, State law and the collective bargaining agreement including but not limited to the FMLA. The objective is to develop a form efficient and easy to use for unit members, medical providers and colleges. The representatives should complete this task by June 1, 2012.


10. Dismissal: Effective July 1, 2012 replace article 15.02 with the following:
 - A. Dismissal is defined as the discharging of a unit member for just cause prior to the expiration of that unit member's appointment and shall not be invoked except through due process.
 - B. Prior to making a determination regarding the dismissal of any unit member, the President or the President's designee shall notify the unit member in writing of the reasons dismissal is being considered. The President or the President's designee shall provide the unit member an opportunity to meet in person so the unit member may present any information he/she wishes the President or the President's designee to consider. If the unit member does not wish to meet in person he/she may provide any written material he/she wishes the college to consider within twenty (20) calendar days of the receipt of the notice dismissal is being considered. If the decision is for dismissal, the unit member shall be notified in writing within twenty (20) calendar days, unless extended by mutual agreement, of either the receipt of material or the twenty (20) day timeline expires. A dismissed unit member may file a grievance pursuant to Article X, Step Two (Mediation).
11. 16.01, third paragraph: Filling of Vacancies in the Bargaining Unit: Effective July 1, 2012 replace "within three (3) days after the President of the College or designee determines that a vacancy exists" in the last sentence of this section with "as provided in Article 2.06."
12. Professional Staff Workload: Effective July 1, 2012
 - A. Professional Staff Position Description E-7 Form: Add to section 13.03 B (2): "Professional Staff Position Description E-7 Form (page 104 of the 2010-2013 Agreement) shall be updated annually. If additional substantive and ongoing duties are assigned the E-7 shall be re-written within 30 days."
 - B. Notice of Change in Work Schedule: Add to Article 12.04(C): "The unit member shall be given a minimum of fourteen (14) calendar days advance notice of a regular and ongoing change in their work schedule."
13. Holidays: Effective July 1, 2012
 - A. Eliminate Evacuation Day and Bunker Hill Day from the Holiday Pay list in Article 9.01b effective July 1, 2012.
 - B. Rename Washington's Birthday as "President's Day" effective July 1, 2012.
 - C. All faculty members hired prior to July 1, 2012 shall receive one additional personal day.
 - D. All professional staff members hired prior to July 1, 2012 shall receive two additional personal days.
14. Health and Welfare Fund: Effective July 1, 2012
 - A. Effective the first pay period of July 2013, the Employer agrees to contribute to the Health and Welfare Fund at the rate of \$14.00 each calendar week for each full-time equivalent bargaining unit member.
 - B. Effective the first pay period of January 2014, the Employer agrees to contribute to the Health and Welfare Fund at the rate of \$14.50 each calendar week for each full-time equivalent bargaining unit member.

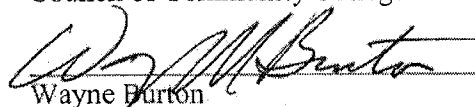
- C. Effective the first pay period of July 2014, the Employer agrees to contribute to the Health and Welfare Fund at the rate of \$15.00 each calendar week for each full-time equivalent bargaining unit member.
- D. Effective the first pay period of January 2015, the Employer agrees to contribute to the Health and Welfare Fund at the rate of \$15.50 each calendar week for each full-time equivalent bargaining unit member.

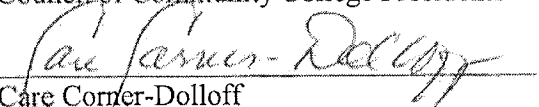
Signed this 1st day of May 2012:

Board of Higher Education

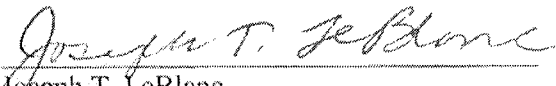

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