

Massachusetts Community College Council

BARGAINING UPDATE / DAY CONTRACT NEGOTIATIONS

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ARTICLE XX - Department Chairs/ Curriculum Coordinator/Program Coordinators

In addition to the one course teaching load reduction which is currently mandated for any full-time unit member who performs the duties and responsibilities of a department chair or curriculum coordinator/ work area/program coordinator/college-wide coordinator, that unit member will receive for each additional section either a workload reduction or a rate of \$750 per credit (need not be in a 3-credit course interval); or may receive, by mutual agreement, a combination of both a workload reduction and compensation. "Off term" work is compensated at a rate of \$30.00 per hour.

21.2 Part-Time Faculty Pay Rates

Across the board increase of 5% in 1999-2000 and 10% in 2000-2001.

Post Tenure Review (new article)

- An unsatisfactory summary evaluation per Article XIII of a tenured unit member results in the member's participation in a plan of professional development during the following academic year. The unit member may grieve the evaluation.
- The plan will be created by the unit member's immediate supervisor, after consultation with the tenured unit member and advisory input from a Post-Tenure Review Professional Development Plan Committee, and subject to the approval of the Chief Academic Officer.
- The Post-Tenure Review Professional Development Plan Committee, made up of the immediate supervisor, a tenured unit member, when available, of the department/division elected by the full-time unit members of that department/division for a term of one year, and an individual appropriate to the circumstances appointed by the President of the college from within or without the institution, will offer advisory input in the development of the plan and act as a resource to both parties throughout the post-tenure review professional development plan year.
- The college shall bear any cost associated with the completion of the post-tenure review professional development plan (e.g., tuition reimbursement, materials, travel, workload reductions). The college will provide the necessary institutional support to complete the plan.
- The unit member is evaluated per article XIII in the academic year following the plan year. This evaluation is grievable only if it results in a disciplinary action, and any such action is subject to the just cause standard.

Some of the items remaining for the teams.

- Writing contract language.
- Setting up joint committees for
- A classification appeals process to 1) correct errors made by DMG in the original data (no fault of unit member) and correct back to 7/1/97; 2) review and act on other appeals on an on-going basis. Tentative plan is to send to all unit members a letter explaining the appeals process, a copy of their individual profile point summary and an appeals' form to be returned to the BHE for review.
- Part-time unit member issues: to address the incorporation of part-time professional staff and part-time faculty into the compensation structure, considering issues such as pro-rated hourly rates, compensation for experience, longevity and academic credentials, incentives for professional development and certifications.
- Inclusion of certification and licensure in classification point system.
- Exploring and recommending a new student evaluation form. No change in the student evaluation form for the year 2000/2001. Establish a committee of five management and five union people, chaired by the BHE, to review nationally validated student evaluation forms. Management has suggested that colleges could choose or use various instruments for one year prior to implementing a new student evaluation form. If no form is agreed to, the BHE will implement the form of its choice.
- Labor Relations Committee/CAS cases currently pending to attempt to resolve at least 50% of these cases within 45 days of ratification of the contract
- Present the agreement in detail to the MCCC membership covered by the Day Agreement.
- Ratification vote

Editorial Comment

Eyes to the Horizon...

by Peter Flynn

The MCCC is now in the eye of the storm. The bargaining and the election are soon to be wrapped up, although there are those who would undo them. Its time to pull together behind our elected leaders and move forward.

The practice of not letting go of decisions is endemic to our organization. The MCCC is democratic to a fault, a reflection of the academics that inhabit it. Decisions never seem to be finalized. There are those who perennially exploit process and tweak the rather convoluted leadership structure for a second or third bite at the apple.

Articulate and outspoken, the membership has been vociferous in exchanging opinions pointedly. It appears a hue and cry will accompany the organization's march into the new era of working conditions and remuneration that will result from the ratification or rejection of the negotiated agreement. It is all so foreseeable.

Phillip Mahler, Professor of Mathematics at Middlesex Community College,

Bedford, a veteran of eighteen years in Massachusetts Community College Council leadership, was chosen by the membership to captain the organization through the next two years. These will be the most momentous since the Commonwealth's community college faculty and professional staff chose the MCCC as their collective bargaining agent a quarter century ago. The combination of the completion of a system wide reclassification study and negotiations for a successor agreement has created a fractious situation. The relatively strong showings of each of the three presidential candidates reflect the division in the membership on the fundamental choices that lie before them.

The new executive officers are a talented and highly experienced group; exactly the crew composition needed to navigate the strait of Scylla and Charbydis. Let's those of the membership who are truly committed to the democratic process put our shoulders to the oars to complete this difficult passage. ■

APPENDICES to this Update

Compensation Estimates

The following is an estimate of the salaries of unit members in the categories shown for this agreement. Due to the complexity of the implementation of the classification study it is impossible to guarantee the complete accuracy of these estimates.

- PS/Adj Professional Staff member earning \$36,000 in 1997 with a recommended salary of \$42,000 per the classification study (updated to reflect Bachelor's degrees and satisfactory post-tenure evaluations).
- PS/NAAdj Professional Staff member earning \$38,000 with no recommended salary increase as a result of the classification study.
- F/Adj Faculty member earning \$42,000 in 1997 with a recommended salary of \$52,000 per the classification study.
- F/NAAdj Faculty member earning \$48,000 with no recommended salary increase as a result of the classification study.

	Agreement	PS/Adj	PS/NAAdj	F/Adj	F/NAAdj
6/30/98	1997-1998 Salary	36,000	38,000	42,000	48,000
7/1/98	3% across the board salary increase	37,080	39,140	43,260	49,440
Year 1					
7/1/99	Implement Classification for Professional Staff	42,000	39,140	43,260	49,440
1/1/00	5% across the board salary increase	44,100	41,097	45,423	51,912
4/1/00	Update Prof. Staff data thru 10-15-99	44,790	41,097	45,423	51,912
Year 2					
7/1/00	Implement Classification for Faculty	44,790	41,097	52,000	51,912
1/1/01	5% across the board salary increase	47,030	43,152	54,600	54,508
4/1/01	Update Fac&Prof Staff data thru 10-15-00	47,375	43,152	56,754	54,508
	Value of one sat. evaluation over three years	47,591	43,152	57,203	54,508
Year 3					
7/1/01	Update classification salaries to current data	47,591	43,152	57,848	54,508
7/1/01	3.4%* across the board salary increase	49,207	44,617	59,812	56,359
4/1/02	Update Fac&Prof Staff data thru 10-15-01	49,552	44,617	60,530	56,359
	Salary Increase over life of Agreement (est.)	34%	14%	40%	14%

* The estimates shown here are just that, especially in the third year. It is impossible to predict the exact effect of the updating of DMG data to current market rates in year 3.

The following is the Memorandum of Agreement signed by the MCCC and the BHE on March 7, 2000.

Memorandum of Agreement

This Memorandum of Agreement is made by and between the Board of Higher Education (the Employer) and the Massachusetts Community College Council/Massachusetts Teachers Association (the Association) and is being executed in conjunction with the 1999-2002 collective bargaining agreement. The parties hereby agree as follows:

Changes in full-time faculty workload contained in Article XII and the post-tenure review process included in the 1999-2002 agreement shall be implemented in the semester following the appropriation of funds sufficient for full payment of the incremental cost items included in said agreement. Incremental cost items means all economic provisions of the 1999-2002 Collective Bargaining Agreement, including classification study monies.

In the event the Governor fails to recommend to the legislature that the legislature fully appropriate the incremental cost items, or the legislature fails to approve the full appropriation, or the full appropriation is not enacted into law, the parties shall re-open negotiations on the economic provisions of the 1999-2002 agreement, the changes in full-time faculty workload contained in Article XII, and the provisions regarding the post-tenure review article contained in the 1999-2002 agreement.

Executed this 7th day of March 2000

Agreement on Retirement

- 1) For any former unit member who retired from state service between January 1, 1997 and June, 1998, and who is eligible for a salary adjustment as a result of the classification study, this salary adjustment shall be retroactive to January 1, 1997.
- 2) For any former unit member who retired from state service subsequent to June 30, 1998, but prior to the date of execution of the Collective Bargaining Agreement, and who is eligible for a salary adjustment as a result of the classification study, this salary adjustment shall be retroactive to such date that will provide the unit member with three full years (36 months) at their higher salary as a result of the classification study, but no earlier than January 1, 1997.
- 3) For any current unit member (as of the date of execution of the Collective Bargaining Agreement), who provides the President of the College with a letter received no later than September 30, 2000, indicating that they will officially retire from state service no later than June 30, 2001, and who is eligible for a salary adjustment as a result of the classification study, this salary adjustment shall be retroactive to such date that will provide the unit member with three full years (36 months) at their higher salary as a result of the classification study. Any such letter received by the President of the College shall be binding on the unit member to the extent allowed by law. (It is the intention of this agreement that the monies shall be applied to base salary to the extent allowed by law)

TEAM MEMBERS	
Tish Allen Massachusetts Bay Community College	Richard Doud Middlesex Community College
Priscilla Bellairs, Team Secretary Northern Essex Community College	Philip Mahler, MCCC Vice President Middlesex Community College
Susan Dole, MCCC President Bunker Hill Community College	Carol Mathison, Team Vice Chair Springfield Technical Community College
MTA Consultants Beth Boyer, Priscilla Lyons	Nahum Abe Sherf, Chair North Shore Community College