

**Memorandum of Understanding  
Between the Massachusetts Board of Higher Education  
And the  
Massachusetts Community College Council Division of Continuing Education Unit  
For a Successor Agreement Covering  
June 1, 2016 – May 31, 2018**

This Memorandum of Agreement is entered into by and between the Board of Higher Education (the “Board”) and the Massachusetts Community College Council Division of Continuing Education Unit. (the “Union”).

WHEREAS, the Board and Union have been parties to a collective bargaining agreement (the 2013-2016 Agreement), which has remained in full force and effect; and

WHEREAS, the parties have conducted and completed negotiations for the amendment of the 2013-2016 Agreement and for a new collective bargaining agreement ( the “2016-2018 Agreement”); and

WHEREAS, the parties wish to memorialize and give effect to the terms of the agreements reached by the parties;

NOW THEREFORE, in consideration of the promises and covenants contained herein, the parties agree as follows:

**1. General**

- A. The provisions of the 2013-2016 Agreement shall be incorporated into the 2016-2018 Agreement except as amended herein.
- B. The 2016-2018 agreement will include all additional Memoranda of Agreement and Understanding entered into by the parties since the 2013-2016 Agreement was reached, subject to any agreements otherwise made.
- C. Changes in dates and nomenclature will be made as necessary to reserve the meaning of the 2013-2016 Agreement. Additional changes may be required in order to reconcile related provisions.
- D. This Agreement will carry forward the terms of the 2013-2016 Agreement except as modified and described below and will expire on May 31, 2018.
- E. This Agreement shall be subject to the internal ratification and/or adoption procedures of each party of both this Agreement and the parties’ 2018-2020 Agreement. If either this Agreement or the parties’ 2018-2020 Agreement, or both, is not ratified and/or adopted by either party, both Agreements shall be returned to the parties for further bargaining.

**2. Article XIV Salary**

Article XIV shall be amended as follows:

**ARTICLE XIV – Salary**

14.01 Beginning on January 15, 2018, compensation for all DCE Steps shall be increased by one percent (1%):

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Step 1- \$1,077 per credit

Step 2-\$1,152 per credit

Step 3-\$1,239 per credit

Step 4-\$1,301 per credit

Lab Ratio- The calculation of which shall include any additional compensation for a lab component. The salary for a lab component of a course shall be calculated at a rate of .74 of the salary applicable to a class/credit hour of the salary step schedule, however, and the salary schedule shall not apply to the lab component or to any clinical instruction compensated on an hourly basis. Implementation of the lab ratio shall not reduce the compensation of any unit member.

Lab Ratio effective January 15, 2018:

Step 1-\$797

Step 2-\$852

Step 3-\$917

Step 4-\$963

**14.02** The salary schedule set forth in 14.01 and illustrated below, shall be implemented in accord with the following guidelines:

- A. A new faculty member would normally be employed at Step 1, but may, at the discretion of the President or designee, be placed at Step 2 or Step 3 on the above schedule based upon degrees, experience, and qualifications.
- B. A unit member shall advance from Step 1 to Step 2, or from Step 2 to Step 3 if hired at Step 2, upon teaching a sixth (6th) course in the Division of Continuing Education at the College. This step advancement will occur even if the sixth course is taught concurrently with the fifth course. A unit member may be paid at multiple steps in the same semester.
- C. A unit member shall advance from Step 2 to Step 3 upon teaching an eleventh (11th) course in the Division of Continuing Education at the College. This step advancement will occur for the eleventh course even if the eleventh course is taught

concurrently with the tenth course. A unit member may be paid at multiple steps in the same semester.

- D A unit member who has at least eight years of seniority in the Division of Continuing Education at the College shall advance to Step 4 in the salary schedule.
- E. The implementation of this schedule shall not reduce the compensation of any unit member.
- F. Effective commencing with Fall 2015 semester course assignments, a unit member teaching at more than one Community College may, for salary purposes only, request that his or her salary step include courses and years taught at such other community colleges; any such request provides authorization for such community colleges to disclose all College records pertaining to such unit member. Upon confirmation of the courses and years previously taught, the member's salary shall be calculated accordingly. Except for salary purposes, this article shall not alter individual college's seniority lists and seniority is not transferred from one community college to another. This provision does not apply to a DCE faculty member with more than a two (2) year break in service in the Community College system.

**Per Credit Salary Chart**

<b>In effect</b>	<b>1/15/18</b>
	<b>Increase 1.0%</b>
<b>Step 1</b>	<b>\$1,077</b>
<b>Step 2</b>	<b>\$1,152</b>
<b>Step 3</b>	<b>\$1,239</b>
<b>Step 4</b>	<b>\$1,301</b>

- 14.03** In the event a College wishes to run a course that is by its definition under enrolled, the College may offer the faculty member reduced compensation to teach that course, which the faculty member may accept or decline. If the faculty member declines the College may appoint another faculty member to teach the course. The reduced compensation shall be computed on a per capita basis.
- 14.04** Course enrollment shall be determined after the second class meeting or after the second week in which that class meets, whichever is later.
- 14.05** It is understood and recognized by the parties that there are special or technical courses in certain disciplines where the College does not or cannot employ in DCE a qualified individual at the salaries outlined above, therefore, the parties agree that the President of the College, or designee thereof, shall have sole discretion to determine when to exercise this option. It is further agreed that these instances shall be the exception rather than the rule.

- 14.06** Courses that are offered through a contract with an entity outside the College shall not be subject to this article; provided, however, that if a unit member is not compensated according to the salary schedule the unit member shall not accrue seniority for that course.
- 14.07** The parties to this contract understand that HRCMS is incorporating unit members into its statewide payroll system effective with academic year 2009-2010.
- 14.08** The provisions of this article shall not apply to unit members teaching one student in a directed/independent study; unit members shall receive full student tuition as compensation for said directed/independent study.

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On Behalf of MCCC DCE:

On behalf of the Board of Higher Education:

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Name: John J. McColgan  
Title: MCCC/DCE Negotiating Team Chair  
MCCC DCE Unit

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Carlos Santiago  
Commissioner of Higher Education

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Michael J. Murray, Esq.  
Director of Employee and Labor Relations  
of Higher Educations

Dated:

Dated: