

MEMORANDUM OF AGREEMENT
By and between Massachusetts Community College Council and
the Board of Higher Education

This Agreement is made by and between the Massachusetts Community College Council Day Unit (Union) and the Board of Higher Education (BHE) as employer of record for employees at the Massachusetts State Universities and Community Colleges on this 6th day of February 2023.

Whereas, the BHE and Union are parties to a Tentative Agreement dated February 6, 2023 (Tentative Agreement) for a successor collective bargaining agreement covering the period July 1, 2021 to June 30, 2023 (Agreement); and

Whereas, the Union and BHE are cognizant of the need for increases to compensation for Department Chairs; and

Whereas, the Union and BHE are desirous of improving upon their existing harmonious relationship during the term of the Agreement;

Now therefore, the parties agree as follows:

1. The Union and BHE agree to amend Article 20.11 as follows:

Department Chairs/Curriculum Coordinator/Program Coordinators - 20.11 Compensation

The parties agree that in addition to the workload reduction specified in 20.10, a unit member who performs the duties and responsibilities of a department chair or curriculum coordinator/work area/program coordinator/college wide coordinator may receive either an additional workload reduction or be compensated at a rate of \$1,200.00 per credit effective upon the first full pay period after ratification of the parties' Agreement or may receive a combination of both an additional workload reduction and compensation for reason including, but not limited to, accreditation, program review, size of the department or work area, or other duties as assigned. Any unit member who agrees to perform the duties and responsibilities of a department chair or curriculum coordinator/work area/program coordinator/college-wide coordinator as contained in this Article shall be compensated at the hourly rate of a minimum of \$50.00 effective upon the first full pay period after the ratification of the parties' Agreement, if the unit member agrees to perform such duties between Commencement and the first day of Fall classes, during Winter intersession, and during Spring vacation; provided, however, that such compensation shall not be paid for duties performed on assigned professional days as provided in Article 12.03.D.6. It is expressly understood that the President of the College or the President's designee shall inform the department chair or curriculum coordinator/work area/program coordinator/collegewide coordinator in a timely fashion should the employer desire to secure the services of the aforementioned unit member consistent with this Article.

2. This Memorandum of Agreement is contingent upon the ratification of the Tentative Agreement and the Agreement by the membership of the Union. In the event the Tentative Agreement is not ratified by the membership of the Union, then this Memorandum of Agreement shall be void and of no legal effect.

3. This Agreement shall become effective on the date of the ratification of the Tentative Agreement (July 1, 2021 to June 30, 2023). This Memorandum of Agreement shall remain in full force and effect until a successor collective bargaining agreement to the Agreement is executed.

For MCCC

By: /S/ Lisa T. Coole

Date: 2/6/23

For BHE

By: /S/ Michael J. Murray

Date: 2/6/23