

Memorandum of Agreement
Between the Massachusetts Board of Higher Education
And the
Massachusetts Community College Council Division of Continuing Education
For a Successor Collective Bargaining Agreement Covering
September 1, 2023 – August 31, 2024

This Memorandum of Agreement is entered into by and between the Board of Higher Education (the “Board”) and the Massachusetts Community College Division of Continuing Education bargaining unit (the “Union”) (collectively ‘the Parties’) on this 20th day of March 2024.

WHEREAS, the Board and Union have been parties to a collective bargaining agreement (the 2020-2023 Agreement) which has remained in full force and effect by agreement of the parties; and

WHEREAS, the parties have agreed to a new one (1) year successor agreement to the 2020-2023 Agreement (the 2023-2024 Agreement) consistent with this Memorandum of Agreement which shall supersede the 2020-2023 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

This Agreement is contingent upon the ratification of the Agreement by DCE Unit members and all pertinent Board and State Officials including, but not limited to, those set out in M.G.L. c. 150E Section 7.

The provisions of the 2020-2023 Agreement and its attached Appendices and Memoranda of Agreement shall be incorporated into the 2023-2024 Agreement except as amended herein.

2. Article XIV – Salary

Replace existing Article 14 as follows:

~~14.01 Beginning on the first payroll period of September 2020, compensation for all DCE Steps shall be increased by two and a half percent (2.5%):~~

Step 1 — \$1,160 per credit
Step 2 — \$1,241 per credit
Step 3 — \$1,334 per credit

Step 4—\$1,401 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, 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 the first payroll period of September 2020~~

~~Step 1—\$858~~

~~Step 2—\$918~~

~~Step 3—\$987~~

~~Step 4—\$1,037~~

~~**14.02**—Effective September 1, 2021, the Salary Steps shall be amended as follows:~~

~~Step 1—\$1,241 per credit~~

~~Step 2—\$1,322 per credit~~

~~Step 3—\$1,408 per credit~~

~~Step 4—\$1,500 per credit~~

~~**14.03**—Beginning on the first payroll period of September 2021, compensation for all DCE Steps shall be increased by two percent (2%):~~

~~Step 1—\$1,266 per credit~~

~~Step 2—\$1,348 per credit~~

~~Step 3—\$1,436 per credit~~

~~Step 4—\$1,530 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, 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 the first payroll period of September 2021~~

~~Step 1—\$937~~

~~Step 2—\$998~~

~~Step 3—\$1,063~~

~~Step 4—\$1,132~~

~~**14.04**—Beginning on first payroll period of September 2022, compensation for all DCE Steps shall be increased by two percent (2.0%):~~

~~Step 1—\$1,291 per credit
Step 2—\$1,375 per credit
Step 3—\$1,465 per credit
Step 4—\$1,561 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, 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 the first payroll period of September 2022~~

~~Step 1—\$955
Step 2—\$1,018
Step 3—\$1,084
Step 4—\$1,155~~

~~14.05—The salary schedule set forth in 14.01–14.04 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.~~

~~14.06 Unit members compensated on an hourly basis shall receive the following increases:~~

- ~~—— Beginning on the first payroll of September 2020 two and a half (2.5%) percent~~
- ~~Beginning on the first payroll of September 2021 two (2%) percent~~
- ~~Beginning on the first payroll of September 2022 two (2%) percent~~

~~14.07 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 offer to teach the under enrolled course at reduced compensation, there shall be no break in previously accrued seniority or credit towards eligibility for reappointment and the College may appoint another faculty member to teach the course. The reduced compensation shall be computed on a per capita basis.~~

~~14.08 Course enrollment shall be determined after the second class meeting or after the second week in which that class meets, whichever is later.~~

~~14.09 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.~~

~~14.10 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.~~

~~14.11 The parties to this contract understand that HRCMS has incorporated unit members into its statewide payroll system effective with academic year 2009-2010.~~

~~14.12 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.~~

~~14.13 Unit members who have submitted all required payroll and other documents to the College shall receive compensation for all hourly and/or stipend work within two (2) pay periods from the date submitted. For hourly or stipend work performed by a unit member that is grant funded, this section shall be applicable to the extent allowed by the grant's terms and conditions.~~

~~14.14~~ A unit member who performs additional duties and responsibilities, assigned by the College President or designee, outside of those duties and responsibilities contained in Article XIII, shall be eligible for additional compensation at the hourly rate of \$35 during the duration of this agreement. It is expressly understood that the additional duties and responsibilities eligible for this compensation shall not include those related to instruction, instructional preparation, assessing student performance (including the issuing and resolution of incompletes after the course deadline and responding to grade appeals), availability to students by appointment when mutually convenient, voluntary activities such as voluntary student advisement and voluntary attendance at College functions/events, or the requirement of one faculty meeting per session.

~~14.15~~ The Union acknowledges that the one half percent (0.5%) increase already included in Section 14.01 above fully satisfies any and all obligations that the BHE has or may have to it or its unit members pertaining to the Massachusetts Paid Family Medical Leave (PFML) contributions. Specifically, the Union hereby relinquishes all claims, grievances and charges including, but not limited to, the unfair labor practice charge filed in November 12, 2019, Docket No: SUP19-7688 and the resulting Complaint of Prohibited Practice as it pertains to the DCE bargaining unit whether pending or to be brought, regarding the BHE's obligation to bargain over the amount of PFML contributions paid by unit members, and regarding any entitlement to compensation or reimbursement for PFML contributions paid since October, 2019 or to be paid by its unit members at the maximum allowable contribution rate determined by the Department of Paid Family and Medical Leave.

The parties shall enter into a separate settlement agreement acknowledging that the payment of the one half (0.5%) percent increase included in Section 14.01 above in exchange for the Union's waiver of its right to assert and relinquish any and all claims regarding the BHE's obligation with respect to the amount of PFML contributions to be paid by unit members.

14.01 Beginning on the first payroll period of September 2023, compensation for all DCE Steps shall be increased by four percent (4.0%):

Step 1 \$1,343 per credit
Step 2 \$1,430 per credit
Step 3 \$1,524 per credit
Step 4 \$1,623 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, 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 the first payroll period of September 2023

<u>Step 1</u>	<u>\$994</u>
<u>Step 2</u>	<u>\$1,058</u>
<u>Step 3</u>	<u>\$1,128</u>
<u>Step 4</u>	<u>\$1,201</u>

14.02 Beginning first payroll period of January 2024, compensation for all DCE Steps shall be increased by four percent (4.0%):

<u>Step 1</u>	<u>\$1,397 per credit</u>
<u>Step 2</u>	<u>\$1,487 per credit</u>
<u>Step 3</u>	<u>\$1,585 per credit</u>
<u>Step 4</u>	<u>\$1,688 per credit</u>

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, 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 first payroll period of January 2024

<u>Step 1</u>	<u>\$1,034</u>
<u>Step 2</u>	<u>\$1,100</u>
<u>Step 3</u>	<u>\$1,173</u>
<u>Step 4</u>	<u>\$1,249</u>

14.03 The salary schedule set forth in 14.01-14.02 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.

14.04 Unit members compensated on an hourly basis shall receive the following increases:

Beginning on the first payroll of September 2023 - four (4.0%) percent

Beginning on the first payroll of January 2024 – four (4.0%) percent

14.05 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 offer to teach the under enrolled course at reduced compensation, there shall be no break in previously accrued seniority or credit towards eligibility for reappointment and the College may appoint another faculty member to teach the course. The reduced compensation shall be computed on a per capita basis.

14.06 Course enrollment shall be determined after the second class meeting or after the second week in which that class meets, whichever is later.

14.07 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.

14.08 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.

- 14.09 The parties to this contract understand that HRCMS has incorporated unit members into its statewide payroll system effective with academic year 2009-2010.
- 14.10 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.
- 14.11 Unit members who have submitted all required payroll and other documents to the College shall receive compensation for all hourly and/or stipend work within two (2) pay periods from the date submitted. For hourly or stipend work performed by a unit member that is grant funded, this section shall be applicable to the extent allowed by the grant's terms and conditions.
- 14.12 A unit member who performs additional duties and responsibilities, assigned by the College President or designee, outside of those duties and responsibilities contained in Article XIII, shall be eligible for additional compensation at the hourly rate of \$35 during the duration of this agreement. It is expressly understood that the additional duties and responsibilities eligible for this compensation shall not include those related to instruction, instructional preparation, assessing student performance (including the issuing and resolution of incompletes after the course deadline and responding to grade appeals), availability to students by appointment when mutually convenient, voluntary activities such as voluntary student advisement and voluntary attendance at College functions/events, or the requirement of one faculty meeting per session.

3. MOA – Payment for Under – Enrolled Courses

Amend MOA for Under-Enrolled Courses located in back of the CBA to reflect changes in salary rates per this Agreement. The Amended MOA is attached hereto.

4. Article XX – Duration

~~This Agreement shall be in full force and effect from September 1, 2020, through August 31, 2023.~~

This Agreement shall be in full force and effect from September 1, 2023 through August 31, 2024.

5. Signature Page

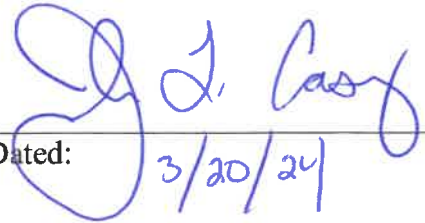
Amend Signature Page to reflect the parties' current signatories

This Memorandum of Agreement is subject to ratification/approval by both Parties.

WHEREFORE, the Parties hereto set their signatures and seals as follows:

On Behalf of the Board of Higher Education

On Behalf of the MCCC DCE Unit


Dated: 3/20/24

DeAnna Putnam (electronic signature)

Dated: 3/20/24