

Memorandum of Understanding

Between the Massachusetts Board of Higher
Education and the Massachusetts Community
College Council Day Unit

For a Successor Agreement

for Full-time and Part-time Day Faculty and Professional Staff

Covering

July 1, 2018 through June 30, 2021

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 2015-2018 Agreement), which has remained in full force and effect; and

WHEREAS, the parties have conducted and completed negotiations for a new collective bargaining agreement (the "2018-2021 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 2015-2018 Agreement shall be incorporated into the 2018-2021 Agreement except as amended herein.
- B. The 2018-2021 agreement will include all additional Memoranda of Agreement and Understanding entered into by the parties since the 2015-2018 Agreement was reached, subject to any agreements otherwise made.
- C. Changes in dates and nomenclature will be made as necessary to preserve the meaning of the 2015-2018 Agreement. Additional changes may be required in order to reconcile related provisions.
- D. This Agreement will carry forward the terms of the 2015-2018 Agreement except as modified and described below and will expire on June 30, 2021.
- E. In the modified text, deletions are denoted with strikethroughs, additions are denoted by underlines, explanatory notes, if any are italicized and omitted language is denoted by ellipses.

On Behalf of MCCC:

On behalf of the Board of Higher Education:

Name: _____
Title: _____
Principal Negotiator, MCCC Day Unit

Michael J. Murray, Esq.
Director of Employee and Labor Relations
Principal Negotiator, Board of Higher Education

Dated: _____

Dated: _____

Salary and Grid Changes

Salary Rate Increases

Article 21.01

No unit member shall be eligible to receive the following base rate increases if the unit member's performance has been rated as unsatisfactory pursuant to Article XIII of the Agreement.

- A. Salary Rate Increases for full-time faculty and full-time professional staff for FY 2019 and FY 2020.
 1. Effective the first full pay period of July 2018 each full-time bargaining unit member on the payroll as of June 30, 2018 will receive a 2.0% salary increase. The base salary for new hires shall also increase by 2.0% effective July 1, 2018. (See New Hire Tables 1 and 2 in Forms Section of Contract.) This increase shall be paid retroactively.
 2. Effective the first full pay period of July 2019 each full-time bargaining unit member on the payroll as of June 30, 2019 will receive a 2.0% salary increase. In addition, the point values in the New Hires, Reclassifications and Transfers of Unit Professional Staff box on New Hire Table 2 shall be increased by two percent (2%).
- B. Salary Increases for part-time faculty and part-time professional staff for FY 2019 and 2020.
 1. Effective the first full pay period of July 2018 each part-time bargaining unit member on the payroll as of June 30, 2018 will receive a 2.0% salary increase. The minimum hourly rate for part-time professional staff and faculty members shall also be increased by 2.0% so that no part-time professional staff or faculty member shall be compensated at a rate lower than \$28.86 per hour.
 2. Effective the first full pay period of July 2019, each part-time bargaining unit member on the payroll as of June 30, 2019 will receive a 2.0% salary increase. The minimum hourly rate for part-time professional staff and faculty members shall also be increased by 2.0% so that no part-time professional staff or faculty member shall be compensated at a rate lower than \$29.44 per hour.
- C. Salary Rate Increases for full-time faculty and professional staff for FY 2021
 1. Effective the first full pay period of July 2020 each full-time bargaining unit member on the payroll as of June 30, 2020 will receive a 2.0% salary increase.
- D. Salary Rate Increases for part time faculty and professional staff for FY 2021
 1. Effective the first full pay period of July 2020, the parties will, upon agreement, implement a salary grid(s) for part time faculty and professional staff that shall be valued at 2.0% above the total bargaining unit part-time salary base in effect on July 1, 2019. See the Salary Grid(s) Appendix B for the details regarding the development, structure and approval for the grid(s).
 2. If the parties do not mutually agree upon a grid(s) for part time faculty and staff by June 1, 2020, the following salary increases shall apply effective the first full pay period of July 2020.
 - a. The minimum hourly rate for part-time professional staff and faculty members shall be increased by 2.0%. The minimum hourly rate for part-time professional staff and faculty members shall also be increased by 2% so that no part-time professional staff or faculty members shall be compensated at a rate lower than \$30.03 per hour.

Applicable Grid charts and New Hire tables reflecting the salary increases above are not currently attached hereto as Appendices because they are awaiting management approval.

Compensation Reclassification

Article 21.07

In circumstances where a unit member is reclassified and/or hired into a different higher grade MCCC unit professional position at the same College, in the event the classification specification calculation does not provide an increase in salary or at least the difference between the minimum salaries of the two grades, the College shall place any such individual on the salary grid at the amount closest to at least the actual difference between the grades and place a memo in the personnel file.

Column H -Academic Credentials

Article 21.08

In circumstances where a unit member on Column H (Competitive Placement/Off-column) receives a new academic credential, said employee shall be advanced two (2) intervals on column H of the Grid. In the event an employee is at interval 2, the employee shall advance one (1) interval; and if the employee is at interval 1, the employee shall remain at interval 1.

Contract Changes

Association Representatives

Article 2.05 B

A. The President of the Association shall furnish the Commissioner or Commissioner's designee with a written list by September 15 of each year of officers and representatives of the Association and their terms of office. It is clearly understood that in the implementation of this section, there shall not be more than one (1) Association representative from each College; provided, however, that if a designated representative is unavailable, the President of the Association shall notify the Commissioner or Commissioner's designee as to who shall be that representative's alternate.

B. The President of the Association shall notify by July 1 of each year the Commissioner or Commissioner's designee and the Presidents of the affected Colleges or their designees of the names of unit members who have been certified to have been approved by the President of the Association for a workload reduction. The Employer shall provide each Chapter President with a workload reduction of one (1) course section per semester without cost to the Association. The Employer shall provide two (2) course sections per semester work load reduction (aggregate of four per academic year) for distribution to the Association's state-wide President, Vice President, Treasurer, or Secretary without cost to the Association. The Association shall pay for an additional thirteen (13) course sections per semester at the Level 3 2 rate of pay under the Association's Division of Continuing Education collective bargaining agreement. Colleges will be permitted, but shall not be required, to enter into agreements granting additional reassigned time. Such additional reassigned time shall be paid for by the Association at the Level 3 2 rate of pay under the Association's Division of Continuing Education collective bargaining agreement.

Unit members who receive a workload reduction shall teach at least one (1) course per semester. No College shall be required to provide more than three (3) sections of unpaid workload reduction in any semester. Unit members who receive a workload reduction under this Article shall receive a

proportional reduction in office hours in accordance with Article XII, 12.03.C.1 and Appendix A, Section 8.

For the purposes of this Article, seven (7) clock hours reassigned time shall be considered one (1) section of reassigned time for professional staff. The provisions of Section 2.05.B shall not apply to part-time unit members.

C. The Association shall also notify the Presidents of Colleges by July 1 of each year of the names of each Chapter President or Chapter President's designee who has been certified for a workload reduction. Such workload reduction shall be subject to the approval of the President of the College or the President's designee. Each College shall make every reasonable effort to schedule such unit members to the maximum opportunity to participate in the workload reduction provided therein. The provisions of Section 2.05.C shall not apply to part time unit members.

D. No part time unit member shall receive reassigned with pay.

2.09 Orientation (New Article)

Article 2.09

All college orientation programs for new faculty and professional staff shall include at least 90 minutes allotted to the union to meet with new employees without the presence of non-union employees. If the college does not have an orientation program for new faculty and professional staff, within the first thirty (30) days of employment (or entry to the bargaining unit,) the colleges will allot up to one hour to the union per individual employee during which time a union representative may discuss the union with new employees without the presence of non-unit employees. To facilitate scheduling of this union orientation, the colleges shall provide the local chapter union representatives with notification of hire/entrance into the bargaining unit by supplying names, home addresses, and home phone numbers within seven (7) business days of the employee's hire into the bargaining unit.

Dues Deductions and Agency Service Fee

Articles 6.01 C and 6.02

C. The schedule of the amount of dues which are to be deducted on behalf of the Association for unit members shall stipulate the amount based on the first HR/CMS payroll with which the deductions begin and part-time status. ~~and agency fee payer status.~~

Agency Service Fee

~~As a condition of employment during the term of this Agreement, every member of the bargaining unit who is not also a member of the Association shall pay or by payroll deduction shall have paid to the said~~

~~Association an agency service fee that shall be one hundred percent (100%) of the then current rate of dues payable by a member of the said Association; provided, however, that no such payment or deduction shall include any amount that represents a cost not related by the provisions of Section 3 of Article IX of the Rules and Regulations Relating to the Administration of Chapter 150E of the General Laws as such rules and regulations have been promulgated, and as they may be amended from time to time by the Department of Labor Relations (DLR). Such fee so required to be paid shall be payable on or after the thirtieth (30th) day next following the beginning of employment of such member of the bargaining unit or on or after the thirtieth (30th) day next following the effective date of this Agreement, whichever shall be later.~~

~~Such fee may be paid by payroll deduction if so authorized pursuant to an Agency Service Fee Deduction Authorization; provided, however, that such authorization shall be deemed to have effect only with respect to such sum as is herein provided.~~

~~Any other provisions of this Agreement to the contrary notwithstanding, every unit member who shall have failed to fulfill the condition of employment as is herein prescribed shall be subject to immediate dismissal and shall be so dismissed by the Employer with effect no later than the end of the semester during which the Employer shall have acted to dismiss the unit member in accordance with the provisions of this Article; provided, however, that such dismissal shall be effected by notice promptly issued by the Employer or its designee to such unit member after the Association shall have notified the President that such unit member has not fulfilled the condition herein prescribed. The said notice shall be sent by registered mail, return receipt requested, and shall give such unit member fourteen (14) days from the date of its receipt to fulfill the said condition. Within the said fourteen (14) days, the Employer or its designees shall grant such unit member such opportunity to respond to the said notice as the Employer may from time to time prescribe for the purposes of this provision.~~

~~Whenever such unit member shall not have fulfilled the condition herein prescribed within the said fourteen (14) days, the Employer shall act to dismiss the unit member at its meeting next following the expiration of the said fourteen (14) days; provided, however, that the Employer need not so act if such unit member fulfills the said condition prior to the date of such meeting.~~

~~The Association shall reimburse the Employer for any expenses incurred as a result of being ordered to reinstate an employee terminated at the request of the Association for not paying the agency fee. The Association shall intervene in and defend any administrative or court litigation with respect to any unit member's refusal or failure to pay the agency service fee, including, but not limited to, actions or claims arising from an employee's termination or dismissal. In such litigation, the Employer shall have no obligation to defend the Association and the Association shall indemnify and hold the Employer harmless from any loss occasioned by such litigation.~~

~~Any unit member who pays an agency service fee may on request obtain a rebate of part of that unit member's agency service fee in accordance with General Laws, Chapter 150E, Section 12, and Association procedures.~~

Vacation Leave and Personal Days

Article 9.01 F

2. Accrual of Vacation Leave

A. Effective January 1, 2020, all professional staff members shall be credited with vacation leave subject to the following:

1. For less than one year of service beginning July 1 and ending on June 30, vacation leave of 0.076923 hours per hour of employment not to exceed one hundred fifty (150) hours. (20) days.
2. For one (1) full year of service through seven (7) full years of service beginning on the first working day of July and ending on June 30, vacation leave of 0.08461 hours per hour of employment. (22) days)

3. For eight (8) full years of service through eleven (11) full years of service beginning on the first working day of July and ending on June 30, vacation leave of 0.088461 hours per hour of employment. (23 days)
 4. For twelve (12) full years of service through nineteen (19) full years of service beginning on the first working day of July and ending on June 30, vacation leave of 0.09230 hours per hour of employment. (24 days)
 5. For a professional staff unit member who has completed twenty (20) full years of service or more shall be granted vacation leave of 0.096153 hours per hour of employment for a total of twenty-five (25) days of vacation leave.
- B. Notwithstanding the above, no unit member hired before June 30, 2019, shall have their vacation accrual rate reduced below their current accrual rate as a result of the implementation of the above accrual rate schedule. However, the above accrual rate schedule will determine all future accrual rates for current unit members as they accrue more years of service.
- C. Notwithstanding anything above, all unit members who have reached twenty-five (25) years of service by June 30, 2021, shall be entitled to begin accruing thirty (30) days of vacation leave on their anniversary date if still on active payroll service.

3. Scheduling of Vacation Leave

Vacation leave shall normally be scheduled and taken during the vacation year in which it becomes available provided however that professional staff members, in their discretion may carry over a certain number of hours of vacation leave per year in accordance with the terms of this section. Effective July 1, 2019, an employee may carry over 375 hours (50 days) of vacation leave from year to year; provided further that in no event shall vacation leave amounts in excess of fifty (50) days be carried over for more than one (1) year. Notwithstanding the above, current employees with vacation leave amounts in excess of the fifty (50) days shall have until June 30, 2021 to lower their accrued vacation leave amounts to or below the fifty (50) day limit.

The process by which this change in vacation leave maximum balances and accrual is effectuated shall be as follows:

At the end of the last payroll period of June 2021, any employee who is carrying vacation leave credits of more than 375 hours (50 days) shall have any such accrued vacation leave credits converted to sick leave. After June 30, 2021, accrued vacation leave in excess of 375 hours (50 day) shall not be converted to sick leave and any accrued vacation credits above 375 hours (50 days) shall be forfeited

At the end of subsection 3 add the following new subsection 4:

4. If an employee requests vacation leave at least thirty (30) days in advance, and the employee's supervisor either does not respond to the request or denies the request for use of vacation leave, the employee may appeal within three working days to the College's Chief Human Resources Officer. The Officer will review the request with the employee's supervisor and the President when necessary. The Chief Human Resources Officer shall take one of the following actions regarding the request for vacation leave:
- Overturn the decision of the supervisor
 - Uphold the decision of the supervisor
 - Offer alternative days or dates to the employee on which the employee shall be allowed to use vacation leave.

If an employee has been unable to utilize vacation leave due to the operational needs of the college or other unforeseen circumstances as determined by the employee's supervisor in writing and therefore would forfeit accrued vacation leave pursuant to the terms of this Article, the employee may appeal to the College's Chief Human Resources Officer who, after reviewing the appeal with the employee's supervisor and the President when necessary, may offer an extension of time up to one (1) year to use the vacation leave over the accrued fifty (50) day vacation cap in order that the employee can use such vacation leave without forfeiting it. The Chief Human Resources Officer's decision shall be a written determination specifying the reason(s) for the decision and shall be final and not be subject to the grievance and arbitration provisions of this collective bargaining agreement.

Change the current subsection 4 to subsection 5.

Article 9.01 H Personal Leave

1. Entitlement

Effective January 1, 2019, each professional staff member shall be entitled to thirty-seven and one half (37.5) hours (five (5) days) of personal leave per calendar year beginning on January 1 of each year.

Tuition Waiver

Article 9.03 E

The spouse and/or child or children, including any adopted or stepchild or children of any unit member, who after the date of execution of this Agreement, shall have been admitted as a student in the regular day program at any College in the Community College System shall be entitled to matriculate as a student in such program without payment of any tuition and fifty percent (50%) of the fees save as is provided in Massachusetts General Laws; provided, however, said tuition free enrollment within the Community College System shall be limited to the day division only. All credit courses offered before 4 p.m. that are funded by continuing education (DCE) shall be considered to be part of the regular day program for the purpose of tuition and fee reimbursement.

Fees charged to unit members, their spouses and dependents at community colleges shall, during the term of this agreement, not be more than was charged at any community college on September 1, 2009.

In addition, each unit member and the spouse and dependent child or children shall be eligible for system-wide tuition remission as follows:

1. For enrollment in any state-supported course or program at the undergraduate or graduate level at any Community College, or State University or College, full tuition remission shall apply. For enrollment in any state supported course or program in the University of Massachusetts system, excluding the M.D. Program at the University of Massachusetts Medical School and the J.D. Program at the University of Massachusetts, members and their spouses and dependent children shall be entitled to student tuition credits equal to the value of any tuition waivers, grants, or scholarships identified in Chapter 15A of the General Laws or any other General or Special law as determined by the University of Massachusetts. full tuition remission shall apply.
2. For enrollment in any, non-state supported course or program offered through continuing education, except as provided in 9.03E above, including any community service course or program at any Community College, State University or College or University, fifty percent (50%) tuition/~~fee~~ remission shall apply; a fifty percent (50%) fee waiver shall apply to any continuing education course offered at any Community College. For enrollment in any such course in the University of Massachusetts system, the appropriate student tuition credit shall be applied as determined by the University of Massachusetts.
3. Tuition and fee remission shall apply to non-credit as well as credit-bearing courses in accordance with all the provisions and conditions of the System-Wide Tuition Remission Policy for Higher Education Employees issued by the Chancellor on May 21, 1984 as may be amended from time to time in the discretion of the Board of Higher Education or by law. This policy shall remain in effect for the duration of this agreement.
4. The Commissioner or his/her designee shall have the sole authority to resolve any dispute concerning the interpretation and application of this policy. No dispute or claim of benefit arising under this policy shall be the subject of a grievance or arbitration procedure.

Reimbursement for Drug Testing

Article 9.03 G. (Make current G, H.)

In instances where there are verifiable requirements for unit members to submit to drug-testing by a third party for job related reasons, such as but not limited to health care facilities, the College shall be responsible for the cost of such test(s). If a unit member requests a test, such as a confirmation test, the unit member will be responsible for the cost of such test(s); if the unit member tests negative on a confirmation test, the college shall reimburse the unit member for the costs of such test.

If an employee uses their private vehicle to report to the designated testing site, the IRS mileage rate at the time of travel and the costs of parking and tolls shall be reimbursed.

Programs That Currently Extend Beyond the Academic Year

Article 12.03.E.2

Programs that currently extend beyond the academic year include:

Allied Health Certificate Program

Aviation Maintenance Technology

Chrysler Program

Diagnostic Medical Sonography
EMT Program
ESL Clinical Assistant Program
ESL Electronics Program
General Motors ASEP Program
Licensed Practical Nurse
LPN Update
Medical Assisting Program
Medical Imaging
Medical Laboratory Technician
Medical Radiography
Nuclear Medicine Technology
Radiation Therapy Technology
Radiologic Technology
Respiratory Therapy
Surgical Technology

Academic Year

Article 12.03 E. 8.

Due to severe weather incidents or other public safety and public health closures of the College, the President may adjust the Academic calendar in consultation with the Union.

Workload of Professional Staff - Compensatory Time Proposal

Article 12.04 C

C. Work Schedule

The President of the College or the President's designee shall consider as advisory written notice from the professional staff member as to that professional staff member's preferred work assignment if received on or before June 1st prior to the fiscal year(s) covered by this Agreement. The President of the College or the President's designee shall notify the professional staff member in writing of that professional staff member's work assignment no later than July 1. Such work assignment shall be consistent with the needs of the College.

1. The workload of each professional staff member shall consist of such duties and responsibilities in accordance with that professional staff member's respective work schedules as may be assigned by the President of the College or the President's designee.
2. During the term of this Agreement, the normal workweek for professional staff members shall be 37 1/2 hours per week.
3. During the term of this Agreement, the normal workday shall not exceed 7 1/2 hours, excluding lunch.
4. Whenever a professional staff member is required to work more than 37 1/2 hours in a week, the staff member shall receive compensatory time of 1 1/2 hours for each hour worked over 37 1/2 hours. The use of this time shall be subject to mutual agreement between the professional staff member and

the President of the College or the President's designee. The parties recognize the need to grant requests for use of compensatory time. Requests for the use of compensatory time shall be granted unless the college president or the president's designee determines that it is impractical to do so because of work schedules, emergencies, or the operational needs of the college. The President or the President's designee shall use reasonable efforts to ensure that an employee requesting compensatory leave is granted such leave.

a. It is mutually agreed that under no circumstances will the accumulation of compensatory time for an individual member exceed seventy-five (75) hours. Compensatory time earned in excess of seventy-five (75) hours shall be paid to the professional staff member at his/her regular rate of pay.

Workload of Part-time Professional Staff

Article 12.06

- A. The workload of a part-time professional staff unit member who works less than 224 hours in a fiscal year shall be consistent with a letter of appointment and position description, which may be amended from time to time upon mutual agreement of the parties. The workload of part-time professional staff unit members who work 224 hours or more in a fiscal year shall consist of the professional duties contained in the letter of appointment and the position description E-7 form. Within twenty-one (21) days of the part-time professional staff member's appointment, the unit member shall receive one job description on form E-7 which shall specify a list of duties and responsibilities and may include mutually agreeable work objectives, if any. During the unit member's appointment, if there are proposed changes to the position description, duties and/or responsibilities, and/or objectives or the E-7, the President or the President's designee shall meet with the part-time professional staff member. If substantive and ongoing duties are modified and/or added, the E-7 shall be rewritten within twenty-one (21) days of the meeting.
- B. The College shall notify the professional staff unit member of tentative assignments within four (4) weeks prior to the beginning of the assignment where practicable.
- C. Confirmation of assignments shall be made with as much notice as practicable, and shall be followed up in writing in accordance with the provisions of Article XI.

Evaluation of Part-time Professional Staff Members

Article 13.08

A. Professional Staff Evaluation Criteria

Evaluation of part-time professional staff shall be uniformly applied and based on total job performance, including the following criteria:

1. Professional performance including:
 - a. Conformance with assigned workload as established by the appropriate administrator in accordance with Article XII, and the employee's E7.
 - b. The rendering of effective assistance to students, faculty, and staff of the College, individually, and/or collectively in accordance with Article XII.
2. Student advising competency and accessibility, if appropriate
3. College Service (as applicable), including:
 - a. Serving as advisor to student activities; and/or
 - b. Serving on governance, ad hoc, college standing committees, system-wide task forces or committees, or labor/management committees; and/or
 - c. Preparing grant proposals; and/or

- d. Participating in college, division, department, or other related college meetings and/or activities as the President of the College or the President's designee may deem appropriate; and/or
- e. Participation in the improvement and development of academic programs and resources, including recruitment.

4. Personnel File Review

B Evaluation of Work Performance

- 1. The President of the College or President's Designee shall annually evaluate each professional staff member and shall consider only the following evaluation components: (1) work performance; (2) student advisement and college service, as applicable; and (3) personnel file review. The results of the evaluation shall be applied in a uniform manner.
- 2. ~~Within twenty-one (21) days of their appointment, By the end of the second week of a part-time professional staff unit member's appointment,~~ that unit member shall receive one job description E7 form which shall specify a list of duties and responsibilities for purposes of evaluation.
- 3. Evaluation of Student Advisement and College Service
 - a. The part-time professional staff member shall submit to the President of the College or the President's Designee documentation relating to performance of that professional staff members duties and responsibilities if so assigned, including but not limited to a log of student advisement and college service, as applicable, no later than ~~two months~~ forty-five days prior to the completion of the unit member's appointment.
 - b. The President of the College or the President's designee shall review the document(s) and may seek additional information from other sources that individual deems appropriate. The President of the College or the President's designee shall prepare an evaluation of student advisement and college service performed since the last such evaluation as part of the summary evaluation.

4. Personnel File Review

Only material in the file since the unit member's last summary evaluation can be used toward the current summary evaluation. As part of the summary evaluation, the personnel file shall be reviewed, and the information therein considered.

- 5. The President of the College or the President's designee shall complete the work performance evaluation as part of the summary evaluation (form XIII -10) no later than twenty-one (21) days prior to the completion of the unit member's appointment.
- 6. If requested, the President or the President's designee shall meet and confer with the professional staff member to discuss the reasons for the evaluation. The professional staff member shall have seven (7) working days to respond to the summary evaluation.

FORM SUPPLEMENT

XIII-E1	Student Evaluation of Instructor
XIII-E2	Checklist for Course Materials
XIII-E3	Classroom/Instructional Evaluation
XIII-E4	Student Advisement Log
XIII-E5	College Service Evaluation
XIII-E6	Full-Time Faculty Summary Evaluation
XIII-E7	Professional Staff Position Description
XIII-E8	Professional Staff Summary Evaluation
XIII-E9	Part-Time Faculty Summary Evaluation
XIII-E10	Part-Time Professional Staff Summary Evaluation

Amended Form E-7 (Awaiting Approval)

XIII-E7 PROFESSIONAL STAFF POSITION DESCRIPTION
Shall Be Updated Annually*

Page ____ of ____

Period Covered by this E-7: July 1, 20____ to June 30, 20____ (Due July 1)

Professional Staff

Member: _____

Job

Title: _____

Full Time: Part time:

Department/Work

Area: _____

President or

Designee: _____

Format the E7 as follows (use additional pages as necessary):

Job Description Item (Goal) [use I, II, III, ...]

Objective(s) (if appropriate and mutually agreed) Item(s) [use A, B, C, ...]

Activities/Methods Item(s) [are 1, 2, 3,

College Service (as applicable):

President or Designee

Professional Staff Member

Date _____

Date _____

*Per 12.04.A.1 and 12.06 A if substantive and ongoing duties are modified and/or added, the E-7 shall be rewritten.

Prior Learning Assessment Student Portfolio Evaluations
Article 20.11

Amend Article 20.11 by adding the following to the end of the existing language in Article 20.11 as follows:

In regard to Prior Learning Assessment Student Portfolio Evaluations (student written submission of artifacts and narrative demonstrating their mastery of specific college level competencies), a faculty member may review student portfolios for prior learning assessment pursuant to college procedures in order to determine course equivalences of demonstrated student learner course competencies and outcomes.

Classification Adjustments
Article XXI 21.02

Delete Article 21.02 from the Agreement. Renumber subsequent Sections in Article XXI.

Direct Deposit
Article 21.03

Article 21 will be updated by eliminating 21.02 and renumbering. Direct Deposit will become 21.03.

Salary payments shall be electronically forwarded directly to a bank account or accounts selected by the unit member for receipt. Pay advices shall continue to be made available to employees electronically. Additionally, an employee may request a paper copy from the College's Human Resource or Payroll office. In the extraordinary event that the Union alleges that an employee can not comply with the agreement relative to electronic transfer due to severe hardship such as an inability to access a bank or financial institution during off hours or there is not ATM available within a reasonable geographic distance from an employee's work site or home, the Union may petition the Human Resource Division of the Commonwealth for a direct deposit Special Exemption, a copy of which shall be sent to the College and Commissioner.

The Human Resources Division, in concert with the Office of the State Comptroller shall review the request for the Direct Deposit Special Exemption filed by the Union and will notify the Commissioner and the Union of its finding. The parties agree that the provisions of this Section are not grievable or arbitrable

Benefits*
Article 23, IX

*Benefits shall not be provided to part-time unit members except as designated in Sections 9.01 A6, 9.01B, 9.03 and 9.07 of this agreement or as required by law; provided that Colleges that decide to provide additional benefits to part-time employees will discuss that issue with the MCCC prior to the implementation; provided further that any part-time employee currently receiving benefits shall not lose those benefits.

Savings Clause

Article 25.01

If any of the provisions of this Agreement shall in any manner conflict with or contravene any federal or state law, statute or the rules and regulations promulgated thereunder, such provisions shall be considered null and void and shall not be binding on the parties. In such event, the remaining provisions of the Agreement shall remain in full force and effect.

The Employer and the Association acknowledge that during the negotiations which resulted in this Agreement each had the ultimate right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the applicable areas of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement and shall constitute the sole Agreement between the parties.

In recognition of this fact the Employer and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they signed this Agreement; provided, however, that nothing in this Article shall prohibit the parties from conducting negotiations during the term of this Agreement regarding the impact on terms and conditions of the Employer or its successor to close any College or to merge any College with another educational institution to consolidate, discontinue, or transfer existing functions, educational activities and programs.

The provisions of this Article notwithstanding, the parties may by mutual agreement upon the request of one (1) or both parties reopen negotiations on the provisions of this Agreement prior to the expiration date provided in Article XXVII.

Memoranda of Agreement (MOAs)

Prior Learning Assessment Student Portfolio Evaluations

In regards to Prior Learning Assessment Student Portfolio Evaluations (a student written submission of artifacts and narrative demonstrating their mastery of specific college level competencies), a faculty member may review student portfolios for prior learning assessment pursuant to college procedures in order to determine course equivalences of demonstrated student learner course competencies and outcomes. A faculty member will be compensated at a rate of \$150 per portfolio review.

Department Chairs/Curriculum Coordinator/Program Coordinators - 20.11 Compensation

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 ~~\$1000~~ \$1,100 per credit; or may receive a combination of both an additional workload reduction and compensation. 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 ~~\$35~~ \$40 during the duration of the 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

DRAFT

Part-time Employees Salary Grid Committee

A. Introduction and Salary Grid Principles

Whereas, the Board of Higher Education (BHE) and the Massachusetts Community College Council (MCCC) are committed to providing salaries for part-time Day Unit faculty and professional staff that are appropriately reflective of the contributions that unit members provide to the Community Colleges and Higher Education system in the Commonwealth; and

Whereas, the parties believe that a predictable, user friendly and transparent salary system is an equitable and efficient way to compensate unit members; and

Whereas, the parties agree that certain professional achievements of higher education employees should be recognized in the employees’ compensation; and

Whereas, the parties recognize that developing a mutually-agreeable salary grid will require considerable data, analysis, time, and cooperation;

NOW THEREFORE, the parties agree to develop a salary grid(s), through the process and with the features outlined below, to compensate part-time Community College employees under the Day Unit collective bargaining agreement, effective the first full pay period of July 2020.

B. Development of the Salary Grid(s)

1. Joint Labor-Management Part-time Salary Grid Committee

A Joint Labor-Management Part-time Salary Grid Committee will be formed to develop the salary grid(s). This committee will be comprised of eight (8) members. Four (4) members shall be appointed by the President of the Massachusetts Community College Council (MCCC) and/or his/her designee. Four members shall be appointed by the Commissioner of Higher Education and/or his/her designee. The Employer shall provide bargaining unit members serving on this committee with one (1) reassigned time or a stipend of \$3,000 (in the College’s discretion) for each semester the committee is active, but not more than \$6,000 total. The Committee will first convene in the fall semester of 2019. The Committee shall meet as needed and in such locations as the committee deems advisable. The Committee shall make its recommendation for salary grids to the approving parties by no later than January 3, 2020, unless extended by the parties.

2. Grid Approval

The grid(s) developed and recommended by the Committee will only be implemented upon approval of the Commissioner of Higher Education in consultation with the Community College Council of Presidents Labor Committee and upon ratification by MCCC Day unit members.

C. Salary Grid(s) Features

1. The salary grid will be comprised of columns that enable unit members to move horizontally to the right, and intervals that enable members to move down vertically.

Sample:	Column A	Column B	Column C	Column D	Column E
	Interval 3	Minimum Salary			

Interval 2
Interval 1 Maximum Salary

2. The intervals will place an agreed upon value on additional years of service to the College, but may be used to value other achievements at agreed upon values.

3. The columns will place an agreed upon value on educational attainment and other categories provided for in the parties' collective bargaining agreement and/or agreed upon by the Committee.

D. Transition of unit members to the salary grid(s)

1. Unit members will be placed on the grid in the column that represents unit members' educational attainment and/or other agreed upon equivalencies.

2. The unit members will then be placed on the interval as agreed upon by the Committee.

3. There may be some unit members who, due to their longevity and other factors, will not be placed on the grid(s). They will be deemed "off-grid." These unit members will be guaranteed a minimum salary increase agreed upon by the Committee.

E. New Hires

The placement of any new hire to the bargaining unit will be at the appropriate interval on the agreed upon salary grid.

Student Evaluation of Faculty Survey Instrument Committee

Whereas, the Board of Higher Education and Massachusetts Community College Council are committed to providing on-going and relevant faculty evaluations, including student evaluation surveys/tools.

Whereas, the parties under the current collective bargaining agreement, established a Joint Labor-Management Student Evaluation of Faculty Survey Instrument Committee to research, develop, and design a new and/or a series of new faculty evaluation instruments by no later than May of 2021.

Therefore, the parties agree as follows:

1. A Joint Labor Management Student Evaluation of Faculty Survey Instrument Committee will be formed to research, develop and design a new and/or series of faculty evaluation instruments. The Committee will be comprised of eight (8) members. Four (4) faculty members shall be appointed by the Massachusetts Community College Council (MCCC). Four (4) members shall be appointed by the Department of Higher Education (DHE). The Employer shall provide the bargaining unit members serving on the Committee with one (1) reassigned time or a stipend of \$3,000 (by mutual agreement) for each semester the Committee is active, but not more than a total of two (2) reassigned times or a total stipend of \$6,000.
2. The Committee will first convene in the beginning of Fall semester of 2019. The Committee shall meet as needed and in such locations as the Committee deems advisable. The Committee shall spend time researching the current faculty evaluation instruments in the higher education market and will make a joint recommendation to the MCCC and DHE regarding recommended alternative options to the current University of Washington evaluation instrument used by the

parties. Special consideration for the off-campus sections shall also be considered by the Committee. The Committee shall also recommend an implementation date for any new evaluation instrument(s). The Committee shall make its recommendations to the approving parties by no later than May of 2021. Should the approving parties approve the recommendations of the committee, the new Student Evaluation of the Faculty Survey Instrument shall be implemented for the 2021-2022 academic year.

3. The committee will also make recommendations to any other contractual language that may need to be amended as a result of the Committee's recommendations.
4. The Faculty Evaluation Instruments developed and recommended by the Committee will only be implemented upon approval of the MCCC and DHE.

Licenses and Certifications Committee

Licenses and Certifications Committee Agreement

The Board of Higher Education (BHE) and the Massachusetts Community College Council (MCCC) hereby agree as follows:

- A. **Joint Labor-Management Committee on Licenses and Certifications**
A Joint Labor-Management Committee shall be formed to study the issue of possible compensation and/or reimbursement for certain licenses and certifications required to be held by unit members. The Committee shall be comprised of four (4) Members appointed by the MCCC and four (4) members selected by the Commissioner of Higher Education. The Committee shall commence their work no later than the Fall Semester of 2019 and shall complete their work with a report submitted to the Day Negotiations Team and the Board of Higher Education by January 1, 2020 unless extended by agreement of the parties.
The Employer shall provide bargaining unit members serving on this committee with one (1) reassigned time or a stipend of \$3,000 (in the College's discretion) for each semester the committee is active, but not more than \$6,000 total.
- B. **Committee's Charge**
The Committee shall be charged with the following:
 1. Identifying all licenses, certifications, and credentials that are required for continuing employment, program certification, and outside accreditation agencies.
 2. Surveying MCCC unit members, full and part-time faculty and professional staff working under the Day Contract, to ascertain the following: what licenses, certifications, and credentials they currently have; how those licenses, certifications, and credentials relate to their employment in the community college system; whether those licenses, certifications or credentials are requirements for employment in a particular position, and how much unit members spend annually to maintain needed licenses, certifications and credentials; and, which new licenses, certifications, and credentials should be added to the list and valued in initial classification and on a grid system.

3. Surveying Human Resources and Academic Vice Presidents, or their designees, to assess local requests and issues relative to licenses, certifications, and credentials.
 4. Evaluate the survey results and revise the licenses and certifications list.
 5. Provide recommendations for the valuation of licenses, certifications, and credentials in initial classification and/or on the grid system, which could include the conversion of previously identified “units” (1-10) into points and/or intervals or the reimbursement for licensing expenses.
 6. Develop an MOA that includes all Committee recommendations including, but not limited to, an updated license and certification list, valuation for items on the list, and language regarding compensation or reimbursement for any licenses, certifications, and credential required for a unit member’s ongoing employment.
- C. Approval of the Committee’s Recommendations
The recommendations and any draft Memorandum of Agreement developed by the Committee will only be implemented upon approval of the Commissioner of Higher Education in consultation with the Community College Council of Presidents and upon approval by the Board of Directors of the MCCC.

Demonstration and Evaluation Program

Introduction

The parties agree to institute a Demonstration and Evaluation Program under which unit members shall utilize their college’s LMS and Student Educational Planning software during the course of their duties for the period of time defined below.

Purpose of Demonstration and Evaluation Program

To provide the parties with data and experience to better evaluate the use of LMS and Student Educational Planning software at the colleges by unit members and its impact upon the unit members, students and colleges.

Goal of the Demonstration and Evaluation Program

The program will review the operational and technical issues, impacts including student success measures, problems, limitations or obstacles that occur or are discovered during the defined term of the program. The program shall ensure that academic freedom is protected and data garnered secured.

Participation of Unit Members

Participation in the program shall be voluntary. The MCCC shall encourage members to participate in the program in order to gain sufficient feedback on potential challenges, professional development needs and work impacts.

Participating unit members shall receive credit for 2 hours of college service per week per semester that they participate.

No Evaluation of Unit Members

Participating unit members can report and receive credit on the E 5 for College Service; however, no unit member shall be evaluated on their use of the LMS and/or Student Educational Planning software during the term of the Demonstration and Evaluation program.

Suggested College's Primary Learning Management System and Educational Planning Tool Timeline

LMS Implementation

By September 1, 2019, each college must identify their primary learning management system and provide this notification to their local MACER group and the Program Review Committee. Each college must use their identified LMS throughout the duration of the program and should endeavor to integrate their SIS and LMS to avoid duplication of entry.

Beginning in the Fall 2019 semester, all colleges shall plan and execute professional development opportunities for the participating MCCC faculty on their college's primary learning management tool to at minimum support the faculty upload of their course checklist and develop a gradebook to input student grades throughout the semester.

Beginning Spring 2020 semester, all participating MCCC faculty would at a minimum upload their course checklist and use the gradebook feature of the college's primary learning management tool to document student grades throughout the semester including final grades.

Participating faculty shall provide evidence that the course checklist (E-2) and grades exist on the LMS and do not need to separately provide a checklist as set forth in Article 13.02 B.2.

Colleges already utilizing LMS systems based on existing practice may continue to do so and those current practices may continue notwithstanding the expiration of this program. Current levels of usage of the colleges' LMS systems shall not be discouraged or impeded.

By end of January 2021, management and the MCCC will garner feedback from all impacted parties on the implementation process for potential adjustments and improvements.

Student Educational Planning Software

By January, 2020 each college must identify their primary educational planning tool and provide this notification to their local MACER group and the Program Review Committee. Each college shall use their identified Primary Education Planning Tool throughout the duration of this program.

No later than Spring 2020, all colleges shall plan and execute professional development opportunities for the participating MCCC faculty and professional staff on their college's primary educational tool to at a minimum support faculty and professional staff logging of their assigned advisee's meeting notes for educational planning purposes.

Beginning Fall 2020, all participating MCCC faculty and professional staff will at a minimum upload their advising notes for educational planning purposes for their assigned advisees per workload agreement. During the duration of this program, participating faculty and professional staff may submit a screenshot or computer-generated report on their assigned advisees in lieu of and/or in conjunction with paper E4 form as set forth in Article 13.02 B. 4.

Colleges already utilizing educational planning systems based on existing practice may continue to do so and those current practices may continue notwithstanding the expiration of the program. Current usage levels of the Colleges' LMS systems shall not be discouraged or impeded.

By end of January 2021, management and the MCCC will garner feedback from their all impacted parties on the implementation process for potential adjustments and improvements.

Review Committee and other actions

The parties shall form a Program Review Committee. The committee shall be composed of up to 6 members from both the Colleges/BHE and the Union to be appointed by the Commissioner of Higher Education and the MCCC President respectively. The committee will solicit feedback from members and constituencies including students, administrators and staff on both the use of the LMS and Educational Planning and note any challenges, technical problems, limitations, etc. or other issues faced by the parties during the program as well as note any success, parts that went or worked well, the impact on work load, etc. As part of this process, the Committee shall review and investigate, inter alia, the following: a) the current state of LMS usage at the colleges, b) identify any expressed concerns pertaining to academic freedom, c) technical or software deficiencies, challenges, limitations, problems and performance, d) the impact of the use of LMS and advising software (educational planning tool) on unit member work load, e) professional development needs, and f) identify impact on student success measures through the use of the LMS and educational planning tool at each college.

The Review Committee will devise two surveys, one for unit members and one for students. All colleges shall administer one state-wide survey of MCCC unit members to assess the impact of LMS and educational planning software. Colleges shall also administer one state-wide survey of students to assess the impact of the LMS and advising software. The survey results shall be shared with the parties and the below referenced Program Review Committee. The Committee shall conduct listening sessions across the Commonwealth to solicit feedback from unit members and administrators.

The committee shall report their findings to the parties and may make recommendations or proposals to both parties prior to the start of the parties' bargaining on a new collective bargaining agreement in early 2021. Findings, recommendations, proposals and reports shall be made no later than Jan 31, 2021.

During the term of the program, any problems, issues related to the implementation of the program and its technical/software components encountered by any unit member or college shall be reported to the committee and respective bargaining representatives for discussion and action. Additionally, during the term of the program, any problems, issues related to the implementation of the program and its technical/software components encountered by any unit member or college shall be reported to the Review Committee as well as any solutions or corrective action taken or agreed to by the parties.

All Committee members shall receive one reassigned time or a stipend of \$3,000 per semester commencing Fall semester 2019 through Spring semester 2021.

Joint Statement

Upon resolution of bargaining for the 2018-2021 collective bargaining agreement, the parties shall issue a joint statement announcing their agreement on the LMS Demonstration and Evaluation program of the LMS and Educational Planning Tool and encouraging voluntary participation.

