

Memorandum of Agreement
Between the Massachusetts Board of Higher Education
And the
Massachusetts Community College Council Division of Continuing Education
For a Successor Agreement Covering
September 1, 2020– August 31, 2023

This Memorandum of Agreement is entered into by and between the Board of Higher Education (the “Board”) and the Community College Council Division of Continuing Education Bargaining Unit (the “Union”) on this 8th day of February 2022.

WHEREAS, the Board and Union have been parties to a collective bargaining agreement (the 2018-2020 Agreement) which has remained in full force and effect by agreement of the parties; and

WHEREAS, the parties have agreed to a new three (3) year successor agreement to the 2018-2020 Agreement (the 2020-2023 Agreement) consistent with this Memorandum of Agreement which shall supersede the 2018-2020 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 2018-2020 Agreement and its attached Appendices and Memoranda of Agreement shall be incorporated into the 2022-2023 Agreement as except amended herein.

2. Article 2.08

Amend Article 2.08 as follows:

2.08 Where a College provides an orientation program for new DCE unit employees, one hour (60 minutes) shall be allotted to the Union to meet with the new unit employees. If a college does not have an orientation program for new DCE employees, then within thirty (30) days of a new employee’s effective date of hire or entry into the bargaining unit, the college will accommodate the union to meet with the new unit employees. All such meetings authorized by

this section shall be at no cost to the College and take place at a location and time mutually agreed upon by the Human Resources Department of the College and the Union's local chapter. No such meetings or orientations shall count as a meeting(s) under Article 13.01.

To facilitate the scheduling of the union orientations, the Colleges shall provide the local chapter union representatives with notification of the hire or entrance into the bargaining unit of unit employees by providing the local chapter representative the names, worksite locations, home address, work/college email address, personal email address on file with the college, and personal telephone numbers on file with the college of new unit employees within ten (10) calendar days of the new unit employee's date of hire into a unit position.

3. Article 3.05

Add a new Article 3.05 as follows:

3.05 Offsite Facilities

1. The college shall request that any off-campus entity or facility hosting a DCE class provide access to an assigned classroom to the DCE unit member at least 15 minutes prior to and after the scheduled start and finish time of a class.

2. The College shall request that any off-campus entity or facility provide DCE unit members and/or a designated College DCE representative with an advance calendar of operations, events and holidays at the facility and/or a link to electronically access such a calendar.

3. The College shall provide a DCE unit member teaching a class at any off-campus facility or entity the name and contact information of a designated liaison or contact person at the off-campus facility or entity should the DCE unit member have any questions or concerns about the off-campus facility or classroom in which the DCE unit member's course is being conducted including, but not limited to, building accessibility, parking questions, classroom equipment, and classroom conditions or cleanliness.

4. At a unit member's request, prior to the unit member's acceptance of a tentative assignment to teach a course at an off-site facility, the College shall make inquiry of the off-site facility as to the facility's security and/or the nature of the classroom to be used by the unit member. The College shall share such information with the unit member upon its receipt.

5. The College shall request that an off-site facility provide advance notice to DCE unit members teaching at their facility and/or the designated College DCE representative of any emergency closures of the off-site facility where the unit member teaches as soon as possible.

6. If a unit member needs projection equipment or whiteboards/chalkboards for their classes at an off-site facility, the unit member shall make such a request to the off-campus facility's contact person provided for in Paragraph 3 above. If the unit member is unable to contact such a person or is not able to use the requested equipment, the unit member may contact their College supervisor for assistance.

7. The College shall request that any off-site facility provide any required parking permits for their facilities to DCE unit members.

8. The parties agree that Article 2.03 applies to off-site facilities.

4. Article 5.01

Amend Article 5.01 as follows:

5.01 Each Community College shall maintain an official personnel file for each unit member, which shall be the personnel file consulted when making all personnel decisions and recommendations. Any and all material contained in this personnel file concerning the unit member shall be open to the unit member with a right to copy at the unit member's expense, upon written request and by appointment during regular business hours. The unit member shall be responsible for supplying the administration with all of the necessary documents requested by the administration in order to complete the unit member's file. The cost of supplying any materials after the unit member has complied with the aforementioned request shall be paid by the Board. If any additional material which may impact negatively on the unit member is included within a unit member's file after the effective date of this Agreement, the unit member shall be sent a copy of such material within seven (7) days thereafter.

Notwithstanding Article 2.02, the Colleges shall not place a copy of a complaint against a unit member into their personnel file until any review has been concluded. Thereafter, the Complaint and the College's review thereof may both be placed in the personnel file; this does not apply to a notice to a unit member from a supervisor of a work performance concern unrelated to a specific complaint.

The unit member shall have the right to file a statement in response to any written documents placed in the unit member's file.

5. Article 7.05

Amend Article 7.05 as follows:

7.05 Step Two – Mediation

- A. In the event the grievance is not resolved at Step One, or the decision from the Director of Human Resources or President's designee is not rendered within the time specified, the mediation of a grievance may be initiated in accordance with the following provisions:

...

G. The jurisdiction of the mediator to inquire into any issue or to make any recommendation is governed solely by the provisions of this Agreement. Mediation is an informal, off-the-record process in which the parties are free to disclose to the mediator the essence of the dispute without

injuring their case if mediation is unsuccessful and the case goes on to arbitration. Confidential information disclosed to a mediator in the course of the mediation shall not be divulged by the mediator. All records, reports, or other documents received by the mediator while serving in that capacity shall be confidential. The mediator shall not be compelled to divulge such records or to testify in regard to the mediation in any adversary proceeding or judicial forum. The parties shall maintain the confidentiality of the mediation and shall not rely on or introduce as evidence in any arbitral, judicial, or other proceeding:

1. Views expressed or suggestions made by another party with respect to a possible settlement of the dispute;
2. Admissions made by another party in the course of the mediation proceedings;
3. Proposals made or views expressed by the mediator; or
4. The fact that another party had or had not indicated willingness to accept a proposal for settlement made by the mediator.

...

6. Article 7.06

Amend Article 7.06 as follows:

...

G. All fees and expenses for the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing its own case.

7. Article 8.02

Amend Article 8.02 as follows:

8.02 Written Notices, Communications, Etc.

...

B. The documents below shall be sent electronically provided unit members have been assigned password or similarly protected email addresses or a College utilizes another similarly secure platform for sending the communications.

...

Add:

12. Notice of leave (10.05).

8. Article 9.02

Amend Article 9.02 as follows:

9.02 Dues Deduction Implementation

Information between the Association, the College, and unit members including lists, dues deductions, forms and other information will be conducted through electronic communication, consistent with Attachment A and the approved implementation schedule.

A. The Colleges shall send the affiliation form and membership form with the prepaid postage envelopes with the mailing of tentative assignments. The Association shall provide the prepaid postage envelopes.

B. The Colleges shall provide the Association a list of unit members actually teaching credit courses; the list shall include:

1. State Employee Number
2. Name
3. Personal Mailing address if maintained by the College
4. College Email address
5. Number of credits for that semester

This list will be submitted to the MCCC no later than the end of the second (2nd) week of the semester in spreadsheet file format if practicable. The Association shall provide the College with the level of union dues payroll deduction for each individual faculty member and the original signed authorization card no later than the fifth (5th) week of the semester.

9. Article 10

The parties agree to remove the MOA at p.32 of the 2018-2021 Agreement from the 2020-2023 Agreement and amend Article 10 by incorporating the MOA on p. 32 of the 2018-2020 Agreement into the parties' new agreement as 10.14 with the addition of one sentence at the end as follows:

10.14 The parties agree that no employee who hires and/or fires and/or conducts classroom evaluation(s) and/or completes comprehensive evaluation(s) during any continuing education session shall be eligible to teach a course in the Division of Continuing Education during that session unless all eligible faculty, as determined by Articles 10.02 and 10.03 in the work area shall have been offered the opportunity to teach. For purposes of this provision only, "opportunity to teach" means being offered a course which the College has determined will run. Tentative appointments offered to such employees shall be made by an administrator other than such employee.

10. Article 10.05

Amend Article 10.05 as follows:

10.05 Any faculty member who does not teach at least one (1) course during a fiscal year will not be eligible for unit inclusion during that year. If a faculty member does not teach at least one (1) course during two consecutive fiscal years, the faculty member will lose previously accrued

seniority unless on authorized leave approved by the President of the College, or designee thereof.

a. DCE leave may be authorized for up to two consecutive years.

b. The President of the College or the President's designee must authorize such DCE leave in writing and shall provide that document to the unit member, Chapter President, and to the MCCC President. This notice may be sent electronically.

When determining seniority earned prior to this agreement pursuant to the provisions of 10.04 above, any period of two years or more during which the faculty member taught no course will constitute a break in service and no service prior to said break will accrue to a unit member's seniority.

11. Article 10.06

Amend Article 10.06 as follows:

10.06 If a faculty member is offered and accepts a course which is subsequently cancelled, there will be no break in previously accrued seniority or credit towards eligibility for reappointment. If the course is cancelled within seven (7) calendar days prior to the first scheduled class for the assigned course, the instructor shall receive two hundred and twenty-five dollars (\$225); provided, however, there shall be only one cancellation fee paid for multiple sections of the same subject.

12. Article 11.02

Amend Article 11.02 as follows:

11.02 Student Evaluation

- A. All unit members shall be subject to student evaluations each semester in each course taught.
- B. The President of the College, or designee thereof, shall be responsible for determining the administration of the student evaluation process.
- C. Where feasible in the discretion of the President of the College, the student evaluation process will be conducted electronically via the College's designated learning management system platform or via a link that the College administration shall distribute to students. Where student evaluation links are utilized by a College, the college administration shall distribute the link to students.
- D. Where circumstances dictate in the discretion of the College, paper evaluation may be conducted. Should paper evaluations be used for a particular course, student evaluation packets for such class containing instruments and instructions shall be distributed to the unit member during the second or third to the last week of the class.

- E. It is expressly agreed that the unit member being evaluated shall not be present when the student evaluation is being administered or taken, whether electronically or in paper format, and that all instruction to students with regard to such student evaluation shall be included on the evaluation instrument. The administering of the student evaluation shall be the responsibility of the President of the College, or designee thereof, who shall determine who shall administer such student evaluation.
- F. The raw data from the student evaluation shall be retained by the College for a minimum of one (1) year during which time the unit member shall have access thereto as practicable under the Colleges' electronic evaluation tool.
- G. The President of the College, or designee(s) thereof, shall review the tabulated data and forward an evaluation to the unit member. The current Questions 20-22 are not tabulated with current questions 1-19 but are separately tabulated.
- H. The unit member shall have seven (7) working days in which to respond to the evaluation.

13. Article 11.03

Amend Article 11.03 as follows:

11.03 Course Materials

- A. The unit member shall forward to the President of the College, or designee thereof, no later than the end of the first (1st) week of classes in each session a course syllabus, which shall contain at a minimum all items listed in the "Checklist for Course Materials" appended hereto.
- B. The President of the College, or designee thereof, shall review the syllabus. If items on the checklist are missing or if the evaluator has concerns about the syllabus, the faculty member will be advised in writing and will be given fourteen (14) calendar days to resubmit the syllabus/checklist with missing items to the evaluator and/or respond to the evaluator's concerns.
- C. The President of the College or the President's designee shall return all hard copies of a syllabus to the faculty member by the end of the fifth (5th) week of classes in a regular semester and the third week of classes for any shortened session. and shall delete all electronic copies of the syllabus submitted by a faculty member.
- D. Prior to receiving final payment for the session, the unit member will, if requested by the College, forward to the President of the College, or designee thereof, copies of all major exams. The College will maintain the confidentiality of these materials.

14. Article 13.01

Amend Article 13.01.1 as follows:

13.01 Definition

Workload shall consist at a minimum of:

1. instruction in both traditional and non-traditional learning modes;
2. instructional preparation;
3. using the learning management system designated by the College for the posting of the syllabus (DCE-E1-inclusive of checklist items). The College shall not access the course shell(s) of unit members maintained on the learning management system except in the event of the faculty member's incapacitation, extended non-responsiveness or extended unavailability. The unit member shall retain all proprietary interests and rights under applicable law in the course shell materials posted by the unit member on the learning management system.
4. assessment of student performance; including submission of final grades in a timely fashion;
5. an obligation on the part of the unit member to be available to students by appointment when mutually convenient;
6. not more than one faculty meeting per session. ... (see below)

15. Article 13.01

Renumber and amend the current Article 13.01.5 to Article 13.01.6 as follows:

13.01 Definition

...

6. not more than one faculty meeting per session. A College shall authorize in advance and in writing payment of \$40 for additional required all-College, all-Department or all-Division meetings and required training; provided no payment shall be authorized for voluntary attendance at such meetings. This payment applies only to the above circumstances and explicitly excludes all other meetings and circumstances including, but not limited to, meetings with deans and other supervisors, meetings related to the preparation of class materials, meetings with students, meetings with colleagues, and/or any meetings pertaining to evaluations, performance, discipline and/or grievances. The above shall not apply to state mandated ethics on-line training and/or review of policies and/or procedures that are not part of a required training. A required training in excess of four (4) hours shall be compensated at \$75. All notices of required or mandatory meetings or trainings posted or sent to unit members shall clearly indicate that attendance at the meeting or training is mandatory.

A unit member has full freedom in the selection of textbooks in accordance with Article VI, except:

- a. In late hiring in which case the faculty will use the existing textbook unless the College approves a request to use an alternative textbook.
- b. Where past practices provide for the selection of textbook by the department provided that the DCE unit members have the right to participate at their initiative in the departmental selection of texts, where possible.

15. Article 13.04

Amend Article 13.04 as follows:

13.04 Classes shall be held as scheduled, including during finals week. In the event classes are cancelled due to inclement weather, other emergency, or recognized college holiday or whenever a regularly scheduled class is not held for whatever reason, the unit member will be responsible for completing the obligations of the employment contract and subject matter content in one of the following ways with the prior approval of the College:

1. schedule a meeting of the class on another day that is mutually agreeable to the unit member, the students and the College;
2. begin earlier and/or end class later for as many sessions required to compensate for the time missed;
3. assign a paper, project, or a self-directed learning experience which will require a time span equivalent to one class period;
4. by another method proposed by the unit member and approved by the appropriate dean.

Unit members are not required to make up cancelled classes if they have used their available accrued sick time in accordance with Article XVI (Sick Leave). If a unit member has cancelled class due to illness or health related matters and has been approved to exercise one of the options above to complete the obligations of the employment contract and subject matter content, sick leave shall not be deducted from the unit member's accrued sick leave balance.

Any class not held due to the unexcused absence of the unit member or dismissed early is generally unacceptable.

16. Article XIV

Replace the Article XIV found in the 2018-2020 Agreement and replace it with the following:

ARTICLE XIV – Salary

14.01 Beginning on the first payroll period of September 2020, compensation for all DCE Steps shall be increased by two and one-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

<u>Step 1</u>	<u>\$858</u>
<u>Step 2</u>	<u>\$918</u>
<u>Step 3</u>	<u>\$987</u>
<u>Step 4</u>	<u>\$1,037</u>

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

<u>Step 1</u>	<u>\$1,241 per credit</u>
<u>Step 2</u>	<u>\$1,322 per credit</u>
<u>Step 3</u>	<u>\$1,408 per credit</u>
<u>Step 4</u>	<u>\$1,500 per credit</u>

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

<u>Step 1</u>	<u>\$1,266 per credit</u>
<u>Step 2</u>	<u>\$1,348 per credit</u>
<u>Step 3</u>	<u>\$1,436 per credit</u>
<u>Step 4</u>	<u>\$1,530 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 the first payroll period of September 2021:

<u>Step 1</u>	<u>\$937</u>
<u>Step 2</u>	<u>\$998</u>
<u>Step 3</u>	<u>\$1,063</u>
<u>Step 4</u>	<u>\$1,132</u>

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

<u>Step 1</u>	<u>\$1,291 per credit</u>
<u>Step 2</u>	<u>\$1,375 per credit</u>
<u>Step 3</u>	<u>\$1,465 per credit</u>
<u>Step 4</u>	<u>\$1,561 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 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 I 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 member compensated on an hourly basis shall receive the following increases:

Beginning on the first payroll of September 2020 - Two and one-half percent (2.5%)

Beginning on the first payroll of September 2021 - Two percent (2%)

Beginning on the first payroll of September 2022 - Two percent (2%)

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.

17. Article XV Title

Amend the title of Article XV – Tuition Waiver by removing the words “(Effective semester after ratification)” from the title of Article XV so the new title looks as follows:

ARTICLE XV – Tuition Waiver

18. Article XVI Title

Amend the title of Article XVI -Sick Leave by removing the words “(Effective semester after ratification)” from the title of Article XVI so the new title looks as follows:

Article XV- Sick Leave

19. Article 16.01

Amend 16.01 as follows:

16.01

...

D. Sick leave not used in any academic year may be accumulated but no unit member may accumulate more than 65 hours of sick leave or limit set by statute, whichever is greater.

20. Article 16.04

Amend Article 16.04B and 16.04C as follows:

Art. 16.04.B –

B. Unit members with reappointment rights may elect to be paid twenty percent (20%) of the value of their unused accrued sick leave upon their resignation of appointment up to a maximum of 65 hours at the end of their appointment. Any unit member who makes such an election to receive the value of unused accrued sick leave shall be deemed to have voluntarily and irrevocably resigned from said College and shall relinquish any and all reappointment or reinstatement rights as well as seniority rights at said College.

For the purposes of this section, the twenty percent (20%) payment up to a maximum of 65 hours shall be calculated as follows:

Member's Hourly Rate x Sick Leave Balance x (.20) = Payout Amount

For purposes of this section, the hourly rate shall be calculated by dividing the unit member's latest per credit rate by 45.

Unit members compensated on an hourly rate (e.g. clinical) shall have their 20% payment calculated using their most recent rate.

Art 16.04.C –

C. Upon the death of a unit member an amount equal to twenty percent (20%) of the value of that unit member's unused accrued sick leave up to the 65-hour limit shall be paid to that unit member's estate.

For purposes of this section, the 20% payment shall be calculated using the manner prescribed in Art. 16.04.B.

21. Article XVIII et seq.

Add a new Article XVIII as set forth below and renumber the current Article XVIII and all subsequent Articles and references to these articles elsewhere as follows:

Article XVIII- Paid Family and Medical Leave

18.01 Massachusetts's Paid Family and Medical Leave Act ("PFMLA"), codified as Mass. G.L. c. 175M, provides eligible bargaining unit members with paid family and medical leave. This leave is funded through mandatory payroll contributions at a rate that is assessed annually by the Department of Family and Medical Leave, which shall set the rate as a percentage of an

employee's annual wages. The Department attributes a portion of the mandatory payroll contribution separately to medical leave and to family leave. Effective the first day of this Agreement, Bargaining Unit members shall pay the statutorily prescribed maximum employee contribution rates, as amended annually, of the medical leave and family leave portions of the PFMLA from their eligible wages (currently 40% of the medical leave contribution rate and 100% of the family medical leave contribution rate).

18.02 As of January 1, 2021, eligible bargaining unit members shall be entitled to take leave in accordance with Mass. G.L. c. 175M, as may be amended, and the applicable regulations promulgated thereunder.

18.03 Leave taken under M.G.L. c. 175M shall run concurrently with leave taken under other applicable state and federal leave laws, including the Commonwealth's Parental Leave Act (M.G.L. c. 149, § 105D) and the Family and Medical Leave Act of 1993 (29 U.S.C. 2601 et seq.), as amended.

22. Current Article XVIII -Savings Clause

Renumber the current Article XVIII as Article XIX

ARTICLE XIX – Savings Clause

19.01 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. The Board 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 Board 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 Board or its successor to close any College or to merge any College with another educational institutional 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 no more than six (6) months prior to the expiration date provided in Article XX.

23. APPENDIX A

Add an Appendix A to the parties' agreement and revise Form DCE-E1 as follows:

Appendix A

Principles Statement on Student Learning Outcomes and Assessment

Fundamental to the mission of the Massachusetts' Community Colleges is a commitment to high quality education and the promotion of student success. One vehicle to promote these objectives is Student Learning Outcomes which may be produced and assessed to plan improvements to courses, programs, and institutional effectiveness.

As the administration and unit members at individual Community Colleges establish Student Learning Outcomes processes to support additional strategies for successful student learning, the parties affirm the following principles as essential to the professional rights and responsibilities of unit members as set forth in the parties' collective bargaining agreement and the governance structures of each college:

- 1) Academic Freedom is a long-held right in higher education and is defined in Article VI Academic Freedom & Responsibility of the parties' collective bargaining agreement. In acknowledging the core value of academic freedom, and that faculty have the subject matter expertise in their respective fields, the parties affirm that Student Learning Outcomes (SLOs) are faculty-driven and the development, implementation, and assessment of Student Learning Outcomes (SLOs) require the systematic involvement of faculty.
- 2) A unit member is responsible for development of the SLOs, as well as methods, instruments and standards of assessment for instructional courses and programs. Faculty shall have primary authority over any dissemination of the assessment data and results at the course section level. Artifacts related to SLOs will be confidential and disassociated from individual unit members.
- 3) The administration of each college shall support, fund, and in accordance with the terms of the collective bargaining agreement's Article 13.01.5 compensate required SLO training and professional development. The College shall not have a training session longer than two hours.
- 4) The colleges shall inform unit members of the College's current procedures for the development, implementation and assessment of SLO's. New institutional procedures (those that affect more than one discipline) for the development, implementation, and assessment of SLOs will be established with the involvement of the unit members pursuant to each institution's governance procedures and with the initial consultation with the representative of the MCCC Local Chapter. MCCC Chapter representatives shall

be included in such procedures when they affect the terms and conditions of unit members' employment as defined in M.G.L. Chapter 150E and both parties retain any rights under Chapter 150E.

- 5) Unit members are currently evaluated pursuant to the processes outlined in Article XI of the collective bargaining agreement. Student learning outcomes and assessment are not in any way intended to measure the effectiveness of any individual faculty member of the college community and will not be used to do so. Unit members shall not be evaluated on SLOs, including, but not limited to, the content of SLOs, students' achievement of SLOs, the results of SLO assessments, or the methods used to assess the SLOs.
- 6) Unit member rights, as established the by parties' collective bargaining agreement and applicable laws, will be maintained during the production, implementation and assessment of SLOs.

FORM DCE-E1

DIVISION OF CONTINUING EDUCATION
COURSE/INSTRUCTIONAL MATERIALS CHECKLIST FORM

Faculty Member: _____

Course Title and Section: _____

Year and Semester: _____

CHECKLIST FOR COURSE SYLLABUS

- ___ 1. Instructor's Name
- ___ 2. Course Title/Number
- ___ 3. General course description (according to College catalogue)
- ___ 4. All required texts and paperbacks, including information on publisher and edition used
- ___ 5. Course Topics and/or assignments and/or required and/or supplemental reading
- ___ 6. Teaching procedures (briefly describe)
- ___ 7. Student Learning Outcomes (list)
- ___ 8. Basis for student grading
- ___ 9. Procedure (criteria) for evaluating student performance
- ___ 10. Tentative Test Schedule/Assignment(s) Schedule
- ___ 11. Attendance Policy

24. Grievance Forms

Replace the existing DCE Grievance Forms (DCE-G1-DCE-G7) with the Grievance forms attached hereto and amend Article 7.02 by adding a Paragraph F as set forth below:

F. The Parties agree to use the Form DCE-G5E, attached hereto, in place of Form DCE-G5 of the 2018-2020 Agreement for a trial period of six (6) months from the date of this Agreement's ratification. Upon the expiration of the six-month period, either party may terminate the use of the new form with thirty (30) day notice to the other party and the parties shall revert back to the use of Form DCE-G5 of the 2018-2020 Agreement with any updated mailing address or, at a parties' election, updated email addresses as appropriate and needed. The updated Form DCE-G5 former form shall be applicable to all grievances filed after the expiration of the thirty days' notice period.

25. MOA Payment for Under-Enrolled Courses

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

26. Current Article XIX

Amend the current Article XIX (to be renumbered as Article XX per above) as follows:

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

This Memorandum of Agreement is subject to Ratification by both Parties.

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

On behalf of the Board of Higher Education

By: /s/ Michael J. Murray

Dated: February 8, 2022

On behalf of the MCCC DCE Unit

By: DeAnna Putnam (e-signature)

Dated: February 8, 2022

Form DCE-G1

DIVISION OF CONTINUING EDUCATION
STEP ONE GRIEVANCE

For the Board: _____

Year: _____

Board No.: _____

TO: HUMAN RESOURCE OFFICE _____

GRIEVANT: _____

WORK AREA: _____

DATE(S) OF ALLEGED CONTRACT VIOLATION: _____

Statement of Grievance (State all known facts pertaining to the alleged breach on which the grievance is based. All evidence supporting your claim must be attached hereto. If additional space is needed, please attach additional pages, appropriately captioned.):

Specific Contract Provisions Alleged to Have Been Violated:

Remedy Requested:

Signature

Date

Home Address (include zip code)

Telephone

cc: President of the College
Joseph Rizzo, MCCC DCE Grievance Coordinator, Grievance-DCE@mccc-union.org
MTA Consultant for Higher Education, MCCC/MTA, mtaconsultant@mccc-union.org

N.B. This complaint must be filed within 30 days

Form DCE-G2

DIVISION OF CONTINUING EDUCATION
ASSOCIATION EVIDENCE

For the Board: _____

Year: _____

Board No.: _____

1. List on this cover sheet all documentary evidence you intend to use to support your grievance.
2. Attach copies of all evidence to this sheet and identify each document with the number assigned below.

Description of Evidence

(Include Dates of Correspondence)

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

Form DCE-G3

DIVISION OF CONTINUING EDUCATION
MANAGEMENT EVIDENCE

For the Board: _____

Year: _____

Board No.: _____

1. List on this cover sheet all documentary evidence you intend to use to support your finding.
2. Attach copies of all evidence to this sheet and identify each document with the number assigned below.

Description of Evidence
(Include Dates of Correspondence)

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

Form DCE-G4

DIVISION OF CONTINUING EDUCATION
STEP ONE DECISION

For the Board: _____

Year: _____

Board No.: _____

GRIEVANT: _____

COLLEGE: _____

After reviewing the complaint and supporting evidence attached thereto and after meeting with the grievant for the purpose of resolving the grievance on _____, 20_____, I make the following decision:

1. Statement of Facts:

2. Issue(s) presented by the grievant, including specific contract provisions alleged to have been breached:

3. Decision and Reason(s) for Decision:

4. Remedy offered, if appropriate:

President or Designee

Date (must be issued within thirty
(30) days after receipt of grievance)

cc: Joseph Rizzo, MCCC DCE Grievance Coordinator, Grievance-DCE@mccc-union.org
MTA Consultant for Higher Education, MCCC/MTA, mtaconsultant@mccc-union.org
President of the College
College Human Resources

N.B. You have the right to appeal this Decision to Step Two by filing an appeal on Form DCE-G5E within twenty (20) days after receipt of this decision.

Form DCE-G5E

(Unless otherwise agreed to by the parties, this form shall only be used for the six month period commencing upon the ratification of the parties current CBA) Note: This caveat is because management is doing a trial run of using email for communications.

DIVISION OF CONTINUING EDUCATION
STEP TWO MEDIATION REQUEST

To be completed by the grievant and forwarded to the Office of the General Counsel for the Community Colleges within twenty (20) days after receipt of the Step One Decision (DCE-G4) or within fifty (50) days after the receipt by the President of the Step One Grievance Form (DCE-G1), whichever is sooner [see Art. 7.05(B)].

For the Board: _____

Year: _____

Board No.: _____

TO: Office of the General Counsel for the Community Colleges
MCCCDCEmediationrequest@middlesex.mass.edu

AND

Office of the General Counsel for the Community Colleges
c/o Middlesex Community College
591 Springs Road Building #2
Bedford, MA 01730

GRIEVANT: _____

GRIEVANT'S ADDRESS: _____

GRIEVANT'S EMAIL COLLEGE ADDRESS (IF UNAVAILABLE, ALTERNATIVE EMAIL ADDRESS): _____

INSERT COLLEGE NAME: _____

DATE OF DECISION OF PRESIDENT: _____

Please be advised that I am hereby submitting notice of my election to proceed to Step TWO, Mediation, of the grievance procedure.

REMEDY SEEKING:

Signature:

Date:

cc: Consultant for Higher Education, MCCC/MTA, mtaconsultant@mccc-union.org
Joseph Rizzo, MCCC DCE Grievance Coordinator, Grievance-DCE@mccc-union.org
President of the College
College Human Resources Office

Form DCE-G6

DIVISION OF CONTINUING EDUCATION
MEDIATION DECLARATION

For the Board: _____

Year: _____

Board No.: _____

GRIEVANT: _____

COLLEGE: _____

DATE OF MEDIATION: _____

MEDIATOR: _____

This form is being completed by:

- Mediator
- College/Employer Representative
- Union/Grievant

RECOMMENDATION IN CONCLUSION: _____

Signature

Date

cc: Mediator
College/Employer
Union

Form DCE-G7

DIVISION OF CONTINUING EDUCATION
ARBITRATION APPROVAL REQUEST
STEP THREE

To be completed by the grievant and forwarded to the DCE Grievance Coordinator within ten (10) days after conclusion of mediation and/or after receipt of the Mediation Declaration form (DCE-G6).

For the Board: _____

Year: _____

Board No.: _____

TO:

Grievance-DCE@mcc-union.org
mtaconsultant@mccc-union.org

GRIEVANT: _____

GRIEVANT CONTACT INFORMATION

Personal email: _____

Personal phone: _____

Home mailing address: _____

COLLEGE: _____

DATE OF DECLARATION: _____

Please be advised that I am hereby submitting notice of my election to proceed to Step Three of the grievance procedure. I am requesting that my grievance be approved for an arbitration, by the MCCC/MTA grievance committee.

REMEDY SEEKING: _____

Signature

Date

**Memorandum of Agreement
Payment for Under-Enrolled Courses**

Consistent with the Memorandum of Agreement executed May 17, 2007, the parties hereby agree to the following:

Consistent with the language of Article 14.06, the parties agree as follows regarding compensation for faculty teaching under-enrolled courses which the College chooses to run and pay reduced compensation on a per capita basis.

1. Compensation should be calculated on a per student /per credit basis according to the following schedule up to but not exceeding full salary:

<u>Per credit/per student</u>	<u>Step I</u>	<u>Step II</u>	<u>Step III</u>	<u>Step IV</u>
<u>9/1/20</u>	<u>\$96.66</u>	<u>\$103.46</u>	<u>\$111.23</u>	<u>\$116.80</u>
<u>9/1/21</u>	<u>\$105.53</u>	<u>\$112.38</u>	<u>\$119.69</u>	<u>\$127.47</u>
<u>9/1/22</u>	<u>\$107.64</u>	<u>\$114.63</u>	<u>\$122.08</u>	<u>\$130.02</u>

2. Compensation for lab hours shall be calculated at .74 of the per credit salary step schedule per Article 14.01

<u>Per credit/per student</u>	<u>Step I</u>	<u>Step II</u>	<u>Step III</u>	<u>Step IV</u>
<u>9/1/2020</u>	<u>\$71.53</u>	<u>\$76.56</u>	<u>\$82.31</u>	<u>\$86.43</u>
<u>9/1/2021</u>	<u>\$78.09</u>	<u>\$83.16</u>	<u>\$88.57</u>	<u>\$94.33</u>
<u>9/1/2022</u>	<u>\$79.65</u>	<u>\$84.83</u>	<u>\$90.34</u>	<u>\$96.21</u>

3. Going forward each per capita/per credit step rate will be adjusted consistent with compensation scheduled increases in the DCE collective bargaining agreement and with future increases which may be negotiated in successor agreements.

4. The parties recognize that each College has the authority to determine whether a course will be offered or run. This compensation schedule is not intended to impinge on that authority.

For the Employer

By: _____
Dated:

For the MCCC

By: _____
Dated:

**Memorandum of Agreement
Article XVI - Day Contract**

Amend Article 16.02 as follows:

16.02 Vacancies as defined shall be filled by unit members within the College at which the vacancy occurs when in the professional judgment of the President of the College, or designee thereof, such unit members are the best qualified applicants. If the President of the College, or designee thereof, determines that two (2) or more applicants are equally best qualified, priority of consideration shall be given in the following order:

5. To the DCE unit member who has taught at least five (5) courses over three (3) consecutive fiscal years in the Division of Continuing Education at the College where the vacancy occurs.

For the Council: For the MCCC:

/s/Henry Stewart
Henry Stewart, Chief Negotiator
Massachusetts Regional Community Colleges
Council/MTA/NEA

/s/James Bradley
James Bradley, Bargaining Chair
Massachusetts Community College

Date: May 16, 1996

Date: April 5, 1996
