

## MEMORANDUM OF AGREEMENT NO. 2: CAS RESOLUTION

### MEMORANDUM OF AGREEMENT: CAS RESOLUTION & MEMBER INTEGRATION PROCESS FOR THE MCCC DAY UNIT

Pursuant to the October 26, 2007 recommendations of mediator Michael C. Ryan, and discussions within the joint committee on CAS Petitions, the following CAS Resolution & Member Integration Process is hereby agreed to by and between the Massachusetts Community College Council/MTA, the Board of Higher Education, and the Massachusetts Community Colleges.

Consistent with Articles 1.01, 1.03, Article I—Appendix A, and all other provisions of the 2006-2009 Agreement by and between the Massachusetts Community College Council/MTA/NEA and the Massachusetts Board of Higher Education, and consistent with Chapter 150E of the Massachusetts General Laws and the Labor Relation Commission's unit determination, the parties agree to utilize the below-listed procedures to resolve disputes over unit placement of faculty and professional staff, with the objective of swiftly, efficiently, and fairly resolving disputes over membership in the bargaining unit. Furthermore, this agreement also contains the format for accreting in new MCCC bargaining unit members and integrating them into the MCCC day unit.

Without waiving statutory rights to process disputes over proper unit classification with the Division of Labor Relations, the parties agree to attempt resolution of as many disputed positions as possible following the procedures outlined in this Agreement.

This Agreement shall become effective upon its execution and shall be in force through June 30, 2012, and shall automatically renew for each subsequent year unless either Party provides written notification of termination prior to anniversary date. Nothing precludes the parties from discussing the terms of this Agreement during the term it is in effect and/or from modifying its terms by mutual agreement.

#### Part-time Grant and Non-State Funded Positions

The parties agree that Articles 11 (Appointment and Reappointment) and 19 (Retrenchment) of the collective bargaining agreement do not apply to part-time grant and non-state funded bargaining unit members.

#### Managerial Employees and Supervision; Professional Status

The parties agree that managerial employees as defined by the Law are excluded. Positions that have full responsibility or authority to supervise, evaluate, and determine discipline of bargaining unit employees, shall not be accreted into the bargaining unit.

The parties agree that, while on the whole, professional bargaining unit positions require a post-secondary degree, in some cases, a particular technical course of study or training and experience shall substitute for a post-secondary degree.

#### Seniority and Application of Contract to Full-time Positions

For purposes of the Classification Compensation Structure, seniority and Massachusetts Community College System unit experience shall be calculated for full-time unit members in recently accreted positions from the day that they started in the position now accreted, up to a cap of five years of seniority and five years of MCCS unit experience. For purposes of relative bargaining unit seniority, seniority shall be calculated from the date that their position accreted into the bargaining unit through this agreement. Following implementation of this Memorandum, for newly identified full-time positions, an accreted member's seniority and unit experience for the purposes of this paragraph, shall accrue from the date that the Union initiates the process described under this agreement.

#### Salary, Classification Appeals and Grant and Non-State funded Employees

Upon accretion into the bargaining unit, no member shall have a reduction in compensation, an increase in workload or work schedule, nor shall they be prevented from receiving contractual increases to their compensation except as may be limited by application of Article 1.01 to grant funded and non-state funded unit members. All newly accreted full-time bargaining unit members shall receive M002/M004 forms. These forms shall be provided within the timelines specified in the contract.

For bargaining unit employees whose source of remuneration is derived from non-state appropriated funds including, but not limited to, grant funded employees, as per Article 1.01, classification appeals shall be advisory.

#### Job Descriptions:

The parties agree that the growing list of existing bargaining unit titles have created confusion across the colleges. Accordingly, the parties agree to meet and discuss the creation, consolidation, and application of particular titles to newly accreted positions.

Within forty-five (45) days of accretion into the bargaining unit, the immediate supervisor shall meet with the newly accreted professional staff bargaining unit member to develop a position description which shall contain a list of duties and responsibilities and, if appropriate and mutually agreeable, work objectives. The Position Descriptions shall be completed as provided in the collective bargaining agreement. For purposes of meeting to determine appropriate descriptions, both Union and Employer representatives of the designated joint committee shall be allowed to participate and shall be allowed to consult with affected parties.

### Union Dues and Agency Fee

The employer shall adhere to the negotiated language regarding Deduction of Dues and Agency Service Fee for all newly accreted bargaining unit members. For purposes of dues or fees, the date of accretion shall be considered the beginning date of employment unless otherwise agreed in writing by the Parties.

### Accretion Process; Moving Forward

The parties agree to the following process to discuss and determine whether positions should be accreted:

1. Process for positions in dispute at the time of the signing of this agreement and prior to that date:
  - A. The Employer agrees to accrete all of the positions on attached list A (Positions the Parties Agree to Accrete) by July 1, 2009.
  - B. The Employer and the Union agree that the positions on attached list B (Positions the Parties Agree Not to Accrete) shall not be accreted into the bargaining unit.
  - C. For the positions on attached list C (Positions Still Under Discussion), the Employer shall have up to 60 days from the implementation date of this agreement to decide whether to accrete the position or whether to decline to accrete the position. For each position on list C that the Employer declines to accrete within 60 days after implementation of this agreement, the Union may submit the position to the process outlined in paragraph 2, below.
2. Process for positions in dispute after the date of this agreement:
  - A. The Union shall present the Employer with a written request to accrete a position or group of positions into the bargaining unit.
  - B. The representative of the Employer shall discuss the status of the position with the Union's representative within thirty (30) calendar days of receiving the request. The parties can agree to extend the timeline for this initial meeting/discussion.
  - C. Should the informal discussion described in step 2(B) not resolve the matter, the parties shall agree to meet in a designated joint CAS committee made up of equal representation from the Employer and the Union. Unless there are no outstanding unit inclusion issues, the CAS committee shall meet twice per year – once in November and once in March - for the purpose of attempting to resolve all outstanding unit inclusion issues.
  - D. Any positions not resolved under steps 2 (A) through (C) shall be submitted to a mediation process in which a neutral mediator shall attempt to resolve all outstanding CAS issues and then render a binding decision for any cases in which


mediation is unsuccessful. The mediator shall be agreed upon by the Employer and the Union. Unless there are no outstanding unit inclusion issues, mediation shall be scheduled twice per year – once in December and once in May – for the purpose of resolving all outstanding unit inclusion issues. During the mediation process, the parties may present all evidence and witnesses necessary to resolve the case.

Notice to Newly Accreted Members

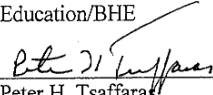
The parties agree that upon accretion, newly accreted members shall receive a copy of the joint letter [attachment A]. The Employer shall also ensure enforcement of Article VI – Deduction of Dues and Agency Fees consistent with its obligations under the Law.

On Behalf of the Community Colleges

On Behalf of the Department of Higher  
Education/BHE

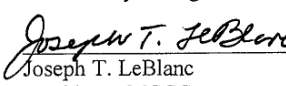
 Date 6/17/09  
Dr. Daniel M. Asquino

President, Mount Wachusett Community  
College

 Date 6/15/09  
Peter H. Tsaffaras

Deputy Commissioner for Employee  
Relations and Acting General Counsel

On Behalf of the Massachusetts  
Community College Council

 Date 6/26/09  
Joseph T. LeBlanc  
President, MCCC

## ATTACHMENT A

Dear xxxxxxxxxxxx,

Both the Massachusetts Community College Council (MCCC)–Board of Higher Education (BHE) collective bargaining agreement and Massachusetts labor law determine which positions at public community colleges belong in the MCCC Day bargaining unit (the Union) and which ones do not. To ensure that positions that should belong in the unit are so designated, representatives from the Colleges and the Union have worked jointly to identify these positions. Both parties believe this is an action beneficial to the College, the Union, and the affected employees.

Effective July 1, 2009 [for those on List A, or insert date for those accreted on a subsequent date] your position will be accreted into the MCCC Day bargaining unit as a full-time or part-time professional position. The MCCC is an affiliate of the Massachusetts Teachers Association (MTA) and the National Education Association (NEA).

This may impact you in a number of ways.

- ◆ Your position will be officially designated with one of the titles in the MCCC collective bargaining agreement. Your position will be **[fill in the blank]**. In certain cases, grants and other factors require that you also be designated with an additional in-house job title. While your official designation is the Appendix A title in the contract, the College may also assign you an additional in-house designation.
- ◆ Your terms and conditions of employment will be governed by the MCCC-BHE collective bargaining agreement. If your position is not paid directly by the state but rather from a grant or other non-state appropriated funding sources, by contract, some of these terms and conditions can be modified by the College in order to comply with the terms of the grant and/or with the amount of available funds. Accordingly, if your position is funded from a grant or other non-state appropriated funding source you likely will not experience significant changes in your working conditions. Certain provisions of the collective bargaining agreement are not applicable to these positions; Article XI (appointment, re-appointment and tenure) and Article XIX (retrenchment) shall not apply to positions funded by grants or from non-state appropriated funding sources. The grant-funded nature of your position, however, does not prevent the Employer from paying you at a salary according to the contract.

- ◆ If your position is funded from grants or other non-state appropriated funds, you may not see an increase in your compensation. These positions are not subject to the mandatory application of the classification study guidelines contained in the collective bargaining agreement.
- ◆ If your position is a part-time hourly position, your salary is not determined pursuant to the classification calculations. The collective bargaining agreement governs the minimal hourly rate for your position.
- ◆ If your position is a full-time position, the salary for your position will be established following the normal placement structure for unit professional staff as contained in the collective bargaining agreement. However, if the contractual calculation results in a salary that is lower than your current salary, your salary will not be reduced. Within ten calendar days of (insert date of accretion) you will need to complete a full-time professional staff data form to determine your appropriate salary. In addition to the points that you are eligible to receive for prior Community College service, the parties have agreed that you will be eligible to receive up to five (5) years of points for prior service in the position that is becoming a MCCC unit position. Within thirty days after your accretion, the College's Human Resources Department will provide you with a copy of your class specification and the point calculation form.
- ◆ Within forty-five (45) days of accretion into the bargaining unit, your immediate supervisor will meet with you to develop your position description (E-7 form).
- ◆ As a unit member you are subject to mandatory union dues or agency fees. The MCCC will be sending you information about dues and supporting materials in coming weeks. As a unit member you will have access to MCCC personnel and other union resources. Union-related questions should be directed to the local chapter President, xxxxxxxx at [PHONE] or to the MCCC office at 1-877-442-MCCC or by email at <office@mccc-union.org>. Another resource is the Union's website: mccc-union.org.

The College Human Resources Office and Union representatives wish to make this transition as easy as possible. They are available to answer your questions and will be happy to provide you with additional information.

We thank you for your understanding and your continued support of the College, our system of public higher education and the community it serves.

Sincerely,

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**XXXXXXXX**  
XCC Community College President

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**XXXXXXXX**  
MCCC Chapter President, XCC

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Joseph T. LeBlanc  
Statewide President,  
Mass. Community College Council

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**XXXXXXXX**  
Director of Human Resources  
**XXXXXXXX** Community College

**Attached List A: Positions the Parties Agree to Accrete**

<b>Position</b>	<b>Community College</b>
1. Grant Writer	Berkshire
2. Tech Prep Co-Director	Berkshire
3. Career Specialist	Bristol
4. Career Specialist (JX 59)	Bristol
5. Coordinator of Bristol Information Technology School (BITS)	Bristol
6. FT Director of SMART Program	Bristol
7. MCAS/Job development Coord.	Bristol
8. Staff Associate/Business Office Technology and Adult Learning	Bristol
9. Staff Asst. Adult Learning Center, Wareham	Bristol
10. Staff Asst. Adult Learning Center On-Campus	Bristol
11. Career/Job Counselors (ACCESS) (7-11 hrs/wk, 17 wks)	Cape Cod
12. Citizenship Instructor (ACCESS) (9 hrs/wk, 18 wks)	Cape Cod
13. Educational Coordinator (ACCESS)	Cape Cod
14. GED Instructor (ACCESS) (9 hrs/wk, 18 wks)	Cape Cod
15. Instructor, Modern Office Technology, Project Forward	Cape Cod
16. Part-time Business Recruiter, Schools to Careers Partnership	Cape Cod
17. Part-time Project Coordinator	Cape Cod
18. PT Learner Support Facilitator/ADA Coordinator	Cape Cod
19. Director, Technology in Education Partnership	Greenfield
20. Part-time Tech Prep Coordinator	Greenfield
21. Staff Assistant, Tech Prep Consortium	Greenfield
22. Program Coordinator-Adult Learning Center	Holyoke
23. Assistant to Director/Education Specialist, Lowell Career Pathways for Youth	Middlesex
24. Career/Business Specialist, Lowell Career Pathways for Youth	Middlesex
25. ESL Skills Specialist	Middlesex
26. FT Student Resource Specialist	Middlesex
27. Full-time Academic Specialist/Instructor, Upward Bound	Middlesex
28. GEAR UP Coordinator	Middlesex
29. Instructor, Freshman Seminar, LINKS Program	Middlesex
30. Part-time Program Coordinator, International Studies	Middlesex
31. Part-time Senior Center Coordinator	Middlesex
32. Part-time Student Support Services Coordinator/LINKS	Middlesex
33. TRIO Program Advisor	Middlesex
34. Academic Counselors, Trio/Educational Talent Search (2)	Mount Wachusett
35. Academic Liaison 2 Gear up/CAPP	Mount Wachusett
36. Adult Basic Education Site Coordinator, Fitchburg	Mount Wachusett
37. Assistant Director of Admissions	Mount Wachusett
38. Associate Director of Forest Management & Primary Operations, Forest & Wood Products Education & Development Center	Mount Wachusett
39. Case Manager and Employment Specialist, Dislocated Worker Services	Mount Wachusett
40. Education Specialist, Leominster Campus	Mount Wachusett
41. Education Specialist, TRIO/Educational Talent Search	Mount Wachusett
42. ESL/Basic Reading (2 positions) DEVENS JOB CORPS, Part Time Academic Instructors, Devens Job Corps (20 hours/week)	Mount Wachusett
43. GED (4 positions) DEVENS JOB CORPS, Part Time Academic Instructors, Devens Job Corps (20 hours/week)	Mount Wachusett
44. GED Academic Instructors, Shriver Job Corps	Mount Wachusett
45. Graded Reading (4 positions) DEVENS JOB CORPS, Part Time Academic Instructors, Devens Job Corps (20 hours/week)	Mount Wachusett
46. Graded Reading Academic Instructors, Shriver Job Corps	Mount Wachusett



47. Instructors Workforce Training courses PT	Mount Wachusett
48. Math (4 positions) DEVENS JOB CORPS, Part Time Academic Instructors, Devens Job Corps (20 hours/week)	Mount Wachusett
49. Math Academic Instructors, Shriver Job Corps	Mount Wachusett
50. Part-time Adult Basic Education Instructors	Mount Wachusett
51. Part-time Counselor, Project GO	Mount Wachusett
52. Site Coordinator/Devens Campus, Adult Basic Education	Mount Wachusett
53. Student Resource Specialist, Gateway to College	Mount Wachusett
54. Vocational Training Instructor, Computer Technology (Devens Job Corps)	Mount Wachusett
55. Vocational Training Instructors, Health, Devens Job Corps	Mount Wachusett
56. Workshop Facilitator, Leominster Campus	Mount Wachusett
57. Assistant Director, Gallaudet University Regional Center	Northern Essex
58. Collaboration Specialist, Gallaudet University Regional Center	Northern Essex
59. ESL Skills Specialist	Northern Essex
60. Lead Teacher	Northern Essex
61. Part-time Registered Nurse, Health Education Support Center	Northern Essex
62. Part-time Staff Associate, RN Program	Northern Essex
63. Part-time Staff Asst. Women's Network/Counseling	Northern Essex
64. PT Staff Asst Professional Learning Assistant – Math Generalist	Northern Essex
65. PT Staff Asst. – Science Tutor (2)	Northern Essex
66. PT Staff Asst. – Workforce Development Specialist	Northern Essex
67. Teacher	Northern Essex
68. Computer Skills Instructor, Essex County Correctional Facility	North Shore
69. Low-Level Reading/GED Instructor, Essex County Correctional Facility	North Shore
70. Part-time Title I Instructors, Essex County Correctional Facility and Center for Alternative Corrections in Lawrence	North Shore
71. Tech Prep Coordinator	North Shore
72. Assistant Director, SABES	Quinsigamond
73. Community Planning Specialist, SABES	Quinsigamond
74. FT Staff Associate Instructional Designer	Quinsigamond
75. FT Teacher-Children's School	Quinsigamond
76. Lead Teacher - Full Time	Quinsigamond
77. Lead Teacher – Part Time	Quinsigamond
78. Part-Time “Open Door” Coordinator (30-60 hours/month)	Quinsigamond
79. Project Coordinator, Center for Environmental Education	Roxbury

**Attached List B: Positions the Parties Agree Not to Accrete**

<b>Position</b>	<b>Community College</b>
1. Staff Assistant, International Student Office	(Berkshire?)
2. Laboratory Technician	Berkshire
3. Dormitory Supervisor.	Bristol
4. English/Communications and English/ESL Instructor.	Bristol
5. Foreign Language Instructor.	Bristol
6. Mathematics/Computer Science Instructor.	Bristol
7. Part Time Staff Associate/Kids' College Summer Program (30 hrs/wk)	Bristol
8. Science Instructor.	Bristol
9. Social Studies Instructor.	Bristol
10. Tutor/Counselor.	Bristol
11. Upward Bound Instructors (full-time, six-week summer residential program)	Bristol
12. Program Assistant, Jump Start Certified Nurse Aide/Home Health Aide Program	Holyoke
13. Part-time Testing Room Administrator	Middlesex
14. Program Assistant/LINKS	Middlesex
15. Director of Forest Management & Primary Operations, Forest & Wood Products Education & Development Center	Mount Wachusett
16. Part Time Tutor (20 hrs/wk)	Mount Wachusett
17. Program Assistant, Student Services	Mount Wachusett
18. Part Time Fitness Center Monitor (12 hrs/wk)	Northern Essex
19. Full Time Upward Bound Counselor/Instructors, Summer Residential Program	North Shore
20. Part Time Library Assistant (20 hrs/wk during school sessions)	Quinsigamond
21. Part Time Tutors, Nursing	Quinsigamond

Note: The parties agree to the criteria set by Michael Ryan in his draft mediator's recommendations to exclude Tutors—primarily those who are currently students where they tutor and those who do not have degrees.

**Attached List C: Positions Still Under Discussion**

<b>Position</b>	<b>Community College</b>
1. Adult Basic Education (Attleboro Site ABE & GED Instructors)	Bristol
2. Adult Basic Education (Fall River Site ABE & GED Instructors)	Bristol
3. Connecting Activities Program Developer	Bristol
4. Consulting Psychologist/Mental Health Counselor	Bristol
5. Coordinator of Leisure Services Management	Bristol
6. Coordinator, DRM Human Services Certificate	Bristol
7. Counselor, Adult Basic Education (Attleboro Site Coordinator)	Bristol
8. Director of Learning Commons/Dir. Center for Teaching and Learning	Bristol
9. Director of Television Production Services	Bristol
10. Educational Talent Search Staff Associate	Bristol
11. SABES Assistant Director/Curriculum And Assessment Coordinator	Bristol
12. SABES, SABES SE Associate Coordinator	Bristol
13. Staff Associate for Literacy Volunteers	Bristol
14. Taunton Satellite Coordinator/Assoc Coordinator	Bristol
15. Upward Bound/Staff Associate	Bristol
16. Career Training Program Assistant/Job Developer (ACCESS)	Cape Cod
17. Career Training Program Coordinator (ACCESS)	Cape Cod
18. Community Planner (ACCESS)	Cape Cod
19. Instructors (ACCESS)	Cape Cod
20. Learner Support Specialist (ACCESS)	Cape Cod
21. PACT Program Coordinator (ACCESS)	Cape Cod
22. Technical Coordinator (ACCESS)	Cape Cod
23. Workforce Educational Counselor (ACCESS)	Cape Cod
24. Coordinator of the Ludlow Area Adult Learning Center	Holyoke
25. ESOL Instructor	Holyoke
26. ESOL Specialist	Holyoke
27. Tech. Prep. Consortium Coordinator	Holyoke
28. Upward Bound Teachers	Holyoke
29. Upward Bound/Professional Tutor	Holyoke
30. Tech. Prep. Consortium Coordinator	Greenfield
31. IHE Implementation Specialist	Mass. Bay
32. Nursing Lab Manager	Mass. Bay
33. Alternative Middle School Teacher	Middlesex
34. Disabilities Counselor/Assistant Technical Specialist	Middlesex
35. English Instructor/Advisor Lowell MX Academy Charter School	Middlesex
36. Marine Project Assistant	Massasoit
37. Marine Project Coordinator	Massasoit
38. Academic Facilitator	Mount Wachusett
39. Assistant Director of Adult Basic Education	Mount Wachusett
40. Assistant Director of Fitness Center	Mount Wachusett
41. Assistant To Site Coordinator Adult Basic Education	Mount Wachusett
42. Asst. Coord. of Civic Management	Mount Wachusett
43. CAPP Math Coach	Mount Wachusett
44. Case Manager	Mount Wachusett
45. Developmental Mathematics Instructor Gateway	Mount Wachusett
46. Dir Bilingual Edu & Outreach /ESL	Mount Wachusett
47. Enrollment Specialist	Mount Wachusett
48. Graphic Designer	Mount Wachusett
49. Math Curriculum Coordinator GEAR UP	Mount Wachusett
50. Program Assistant CAPP Program	Mount Wachusett

51.	Program Assistant GEAR UP	Mount Wachusett
52.	Project GO Counselor Trio/Talent Search	Mount Wachusett
53.	Staff Assistant Financial Aid	Mount Wachusett
54.	Assessment Coordinator	Northern Essex
55.	Full time SABES Assistant Director/Curriculum	Northern Essex
56.	Part-time Technical Assistant II Math Center	Northern Essex
57.	Part-time Technical Assistant II Reading Center	Northern Essex
58.	Director, Southeast Regional Support Center, System of Adult Basic Education Support (SABES)	Quinsigamond
59.	Director of Children's School/Campus Childcare	Quinsigamond
60.	Instructional Designer/Trainer (Academic Affairs)	Roxbury
61.	PT Math Tutor	Roxbury

**Written Request to Accrete Position into MCCC Day Unit**

To College Human Resources Officer: \_\_\_\_\_

College: \_\_\_\_\_

Disputed Position(s)/Job Title\*: \_\_\_\_\_

Statement of Petition: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Requested by\*\*: \_\_\_\_\_

Union Representative

Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date of Request

Please attach job description(s) or posting(s), if available.

The representative of the Employer shall discuss the status of the position with the Union's representative within thirty (30) calendar days of receiving the request. The parties can agree to extend the timeline for this initial meeting/discussion.

cc: Dennis Fitzgerald, MCCC Day Grievance Coordinator, 170 Beach Road #52, Salisbury, MA 01952  
MTA Higher Ed. Consultant for MCCC, Massachusetts Teachers Association, 2 Heritage Drive, 8<sup>th</sup> Fl.,  
Quincy, MA 02171.

\* Multiple positions with the same title and duties need only one Request to Accrete form. For ease of tracking, use a separate Request to Accrete form for each title.

\*\* Requests to accrete positions may be made only by the MCCC President, MCCC Chapter President, or specified designee.

Revised 3/29/10

**College's Response to Written Request to Accrete Position into MCCC Day Unit**

To Union Representative: \_\_\_\_\_

Disputed Position(s)/Job Title\*: \_\_\_\_\_

College: \_\_\_\_\_

\_\_\_\_\_ Parties agreed to extend Step I beyond 30 days?\_  
Date of Request

**Accreted into unit** \_\_\_\_\_ **Not Accreted** \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
College Representative Title

cc: Dennis Fitzgerald, MCCC Day Grievance Coordinator, 170 Beach Road #52, Salisbury, MA 01952  
MTA Higher Ed. Consultant for MCCC, Massachusetts Teachers Association, 2 Heritage Drive, 8<sup>th</sup> Fl.,  
Quincy, MA 02171

\* Multiple positions with the same title and duties need only one Response form. For ease of tracking, use a separate Response form for each title.

\*\* Requests to accrete positions may be made only by the MCCC President, MCCC Chapter President, or specified designee.

Revised 3/29/10

**Accretion Appeal to Joint CAS Committee**

To: MTA Higher Ed. Consultant for MCCC, 2 Heritage Drive, 8<sup>th</sup> Floor, Quincy, MA 02171

Office of the General Counsel for the Community Colleges, c/o Middlesex Community College, 591  
Springs Rd., Bldg 2, Bedford, MA 01730

Disputed Position(s)/Job Title\*: \_\_\_\_\_

College: \_\_\_\_\_

Appealed by\*\*: \_\_\_\_\_  
Union Representative Date

The Union Representative shall submit this form with a copy of Written Request (Form A), posting/job description, up to one-page written statement, and other supporting documentation.

The College shall have the opportunity to provide the addressees with a one-page statement and supporting documentation prior to the meeting of the addressees to review the position.

All efforts shall be made to submit this appeal and any statements and documentation to the above-listed addressees prior to the first day of the month that the committee next meets. The J.C.C. meets in committee to decide accretion requests two times a year--once in November and once in March. If the material is not received in advance of the meeting, the committee might not have adequate ability to evaluate the position.

cc: Dennis Fitzgerald, MCCC Day Grievance Coordinator, 170 Beach Road #52, Salisbury, MA 01952

Human Resources Officer \_\_\_\_\_, \_\_\_\_\_

Community College, \_\_\_\_\_

\* Multiple positions with the same title and duties need only one Appeal form. For ease of tracking, use a separate Appeal form for each title.

\*\* Requests to Appeal positions may be made only by the MCCC President, MCCC Chapter President, or specified designee.

Revised 3/29/1

**Decision of Joint CAS Committee**

To: Union Representative\*\* \_\_\_\_\_

\_\_\_\_\_  
Human Resources Officer \_\_\_\_\_, \_\_\_\_\_ Community College,  
\_\_\_\_\_

Disputed Position(s)/Job Title\*: \_\_\_\_\_

College: \_\_\_\_\_

Date of Appeal to J.C.C.: \_\_\_\_\_

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**DECISION OF J.C.C.:**

**Accreted into unit** ☐      **Not Accreted** ☐      Date: \_\_\_\_\_

**Not Resolved** ☐

\_\_\_\_\_  
On Behalf of College Representatives to the Joint CAS Committee      Title

\_\_\_\_\_  
On Behalf of Union Representatives to the Joint CAS Committee      Title

A decision not resolved by the Joint CAS Committee shall be submitted to binding mediation with Forms A, B and attachments. Mediation shall be scheduled once in December and once in May.

cc: Dennis Fitzgerald, MCCC Day Grievance Coordinator, 170 Beach Road #52, Salisbury, MA 01952  
MTA Higher Ed. Consultant for MCCC, 2 Heritage Drive, 8<sup>th</sup> Floor, Quincy, MA 02171  
Office of the General Counsel for the Community Colleges, c/o Middlesex Community College, 591  
Springs Road, Building 2, Bedford, MA 01730



**MEMORANDUM OF AGREEMENT NO. 3: INDIVIDUALIZED INSTRUCTION SPECIALISTS**

Pursuant to the authority delegated to it by the parties to the 1990-1993 collective bargaining agreement as part of the settlement of that agreement, the Joint Study Committee has agreed to the following resolution of outstanding issues regarding "Individualized Instruction Specialists":

1. The following positions will be considered to be Individualized Instruction Specialists (IIS) for purposes of this Agreement:
  - five (5) positions of Individualized Instruction Specialist at Middlesex Community College;
  - twelve (12) positions of Learning Center Specialist at Massachusetts Bay Community College;
  - two (2) positions of Self-directed Learning Specialist at Bunker Hill Community College; and
  - one (1) position of Coordinator of Self-directed Learning at Bunker Hill Community College.
2. No additional IIS positions will be appointed at any Community College without Labor Counsel for the Community Colleges having first given the President of the MCCC notice and, upon request of the MCCC President, an opportunity for the President of the College, or the President's designee, to meet and confer with the MCCC President
3. All outstanding charges at the Labor Relations Commission and/or grievance arbitration cases on the issue of IIS shall be withdrawn by the MCCC.

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Note: This Memorandum of Agreement was originally executed on January 6, 1994, by George Traicoff and Cynthia S. Denehy, Labor Counsel, for the Employer, and Dennis Fitzgerald for the MCCC.

On July 1, 1999, the title of Individualized Instruction Specialist was changed to the Classification Title of Learning Specialist.

## **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 principle in higher education and is defined in Article VII Academic Freedom and 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 and appropriate unit professional staff.
- 2) Unit members are 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 and fund SLO training, professional development and ongoing work related to SLOs. As circumstances warrant, this may include, but not be limited to, reassigned time, stipends and other related items.
- 4) The colleges will be cognizant and respectful of the instructional role that part-time day unit faculty and full and part-time professional staff play relative to SLOs. Any work performed by them on SLOs will be performed and compensated per the terms of the collective bargaining agreement.
- 5) 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 representatives of the MCCC 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.
- 6) Unit members are currently evaluated pursuant to the processes outlined in Article XIII of the collective bargaining agreement. Student learning outcomes and assessment are not in any way intended to measure the effectiveness of any individual faculty or professional staff member of the college community and will not be used to do so. Unit members will 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.
- 7) Unit member rights, as established by the parties' collective bargaining agreement and applicable laws, will be maintained during the production, implementation and assessment of SLOs.

## **Appendix B**

### **Salary Grid(s)**

#### **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 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 appreciate the value of the current Classification Study and seek to build upon its use for the establishment of employee compensation in the Community College system; 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 Community College employees under the Day Unit collective bargaining agreement, effective July 1, 2017.

#### **B. Development of the salary grid(s)**

##### **1. Joint Labor-Management Salary Grid Committee**

A Joint Labor-Management 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 spring semester of 2016. 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, 2017, unless extended by the Committee with consent of the Commissioner of Higher Education and the Board of Directors of the MCCC.

##### **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. (For illustrative purposes only- Licensures/certifications, continuing education credits, professional development, rank change, receipt of tenure, post-tenure evaluations.)

### D. Transition of existing 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. (See C.3) The unit members will then be placed on the interval that most closely corresponds to the unit members' salary and guarantees a minimum increase agreed upon by the Committee.
2. There are 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.
3. New hires to the bargaining unit will be placed on the salary grid in accordance with the existing Classification Study.
4. The salary for any new hire to the bargaining unit will be determined in accordance with the existing classification study and such new hire's salary will be placed at the interval on the salary grid that most closely corresponds to the new hire's salary, but in no event shall the new hire's salary be less than the amount determined by the classification study.