

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, xxxxxxx 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,

XXXXXXXXXX
XCC Community College President

XXXXXXXXXX
MCCC Chapter President, XCC

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

XXXXXXXXXX
Director of Human Resources
XXXXXXXXXX Community College

Attached List A: Positions the Parties Agree to Accrete

Position	Community College
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

Position	Community College
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

Position	Community College
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

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.

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.