

## 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

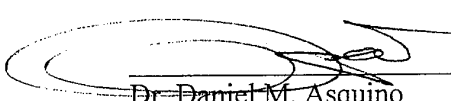
mediation is unsuccessful. The mediator shall be agreed upon by the Employer and the Union. Unless there are no outstanding unit inclusion issues, mediation shall be scheduled twice per year – once in December and once in May – for the purpose of resolving all outstanding unit inclusion issues. During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

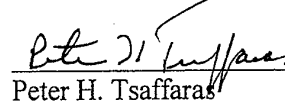
Notice to Newly Accreted Members

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.

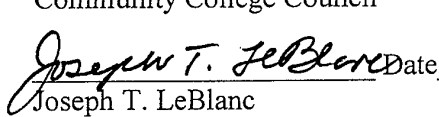
On Behalf of the Community Colleges

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