

**Memorandum of Agreement
Between the Massachusetts Board of Higher Education
And the
Massachusetts Community College Council Day Unit
For a Successor Agreement Covering
July 1, 2021– June 30, 2023**

This Memorandum of Agreement is entered into by and between the Board of Higher Education (the “Board”) and the Community College Council Day Bargaining Unit (the “Union”) on this 6th day of February 2023.

WHEREAS, the Board and Union have been parties to a collective bargaining agreement (the 2018-2021 Agreement) which has remained in full force and effect by agreement of the parties; and

WHEREAS, the parties have agreed to a new two (2) year successor agreement to the 2018-2021 Agreement (the 2021-2023 Agreement) consistent with this Memorandum of Agreement which shall supersede the 2018-2021 Agreement; and

WHEREAS, the parties wish to memorialize and give effect to the terms of the agreements reached by the parties;

NOW THEREFORE, in consideration of the promises and covenants contained herein, the parties agree as follows:

1. General

This Agreement is contingent upon the ratification of the Agreement by Day 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 2018-2021 Agreement and its attached Appendices and Memoranda of Agreement shall be incorporated into the 2021-2023 Agreement except as amended herein.

2. Housekeeping

A. Amend the collective bargaining agreement by correcting pronoun usage throughout the agreement in accordance with parties Tentative Agreement dated July 13, 2022, which is attached hereto in the Appendix of the TA and incorporated herein.

B. Correct a spelling error in Article 12.03 D 6 on page 56 of the 2018-2021 Agreement by replacing the word “present” in the third line with the word “President.”

C. Add “9.04 B” (pg. 4) and “21.03” (pg. 66) to the Table of Contents of the collective bargaining agreement.

D. The reference “9.04 B” on page 35 of the 2018-2021 Agreement shall be bolded.

E. Attach the parties’ existing 2001 Critical Thinking Intensive Courses Memorandum of Agreement to the back of the collective bargaining agreement as an Appendix.

3. Article 1.02 Definitions

Amend Article 1.02 by adding the following definitions to the section:

Types of Assigned Courses:

Asynchronous online: This form of online instruction is characterized by an emphasis on “learning on demand” or “as needed communication” between students and faculty from multiple locations at times convenient to participants. Learning occurs in different times and spaces particular to each learner. Students are required to meet the syllabus deadlines for submitting assignments and taking quizzes and exams.

Hybrid: A course with a combination of any of the following: face to face instruction with established days and times determined by the College; synchronous online instruction with established days and times determined by the college; and asynchronous online instruction.

Hyflex: Course instruction is provided face-to-face and available to students both face-to-face and online synchronously. Students may elect to attend face-to-face or to participate online, consistent with any Hyflex parameters as determined by the College, in consultation with the local chapter and as published in the faculty member’s syllabus.

Face-to-Face: In-person synchronous instructional mode where faculty and students are scheduled to be in the same physical location.

Modality or mode: The format or manner in which instruction is delivered.

Online: This form of instruction does not involve face-to-face/in-class learning. It may include asynchronous learning, synchronous learning, or both.

Synchronous online: This form of online instruction entails the use of live, two-way communication among and/or between students and faculty in a scheduled or “fixed” point(s) of time(s). This may include live video platform meetings (e.g., Zoom) for the whole class or smaller groups to meet.

4. Article 2.06

Amend Article 2.06 as follows:

2.06 Relevant Information

The Employer shall provide to the Association President or the President's designee in accordance with Chapter 150E such information as is necessary for the proper discharge of its duties as the exclusive bargaining agent.

Such information shall be provided by October 15 of each year and shall include, but not be limited to,

- A copy of the college payroll(s) at each College,
- The number of vacant and filled full-time positions at each College,
- The enrollment figures by program at each College,
- A list of all new full-time unit members and specific course assignments for the fall semester. (Due February 28 for the Spring semester) Such list shall include name, starting salary, funding source, and rank or classification, address, and home and personal cellular telephone numbers on file This information shall be provided for current unit members in the fall of 2022.
- Copies of job postings.
- A list of all part-time unit members and specific course assignments for the fall semester. (Due February 28 for the spring semester) Such list shall include name, salary, anticipated number of hours worked or percent of full-time equivalent appointment, address and home telephone number, and benefit status.

The President of the College or the President's designee shall provide to the Chapter President copies of:

- The tentative class schedule for all full-time faculty members for the subsequent semester no later than the dates by which the faculty members must be notified of these tentative schedules as provided in Article XII, and
- The class schedules of all faculty members whose class schedules differ from their tentative class schedules no later than the end of the first week of classes each semester. In accordance with Article XVI, the President of the College or the President's designee shall provide to the President of the Association or the President's designee and the Chapter President copies of
 - All unit vacancies within three (3) days after the President of the College or the President's designee determines that a vacancy exists.

The implementation of this Article shall not require the College to compile such information in the form requested unless already compiled in that form. The information provided by the Employer to the Association, pursuant to this collective bargaining agreement, shall be sent by the Employer to an electronic address to be designated by the Association.

5. Article 2.09

Amend Article 2.09 as follows:

2.09 Orientation

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

6. Article 9.01

Amend Article 9.01 A 3 Use of Sick Leave as follows:

3. Use of Sick Leave

Sick leave shall be granted at the sole discretion of the President of the College under the following conditions:

- a. When a unit member cannot perform that unit member's duties because that member is incapacitated by personal illness or injury;
- b. When, through exposure to contagious disease, the presence of the person at that individual's post of duty would jeopardize the health of others;
- c. In case of serious illness of husband, wife, child, parent of either spouse or of any other person subject to these rules, or of any person living in the immediate household of a person subject to these rules, that person may be granted sick leave with pay not to exceed fifty two and one half (52.5) seventy five (75) hours within the fiscal year [seven (7) ten (10) working days within the fiscal year.

Notification of absences shall be given as early as possible on the first (1st) day of absence. If such notification is not made, such absence may, at the discretion of the College President or the President's designee, be applied to absence without pay. For any period of absence on account of sickness, the College President or the President's designee may require a physician's certificate proving the necessity of such absence. If such certificate is not filed within seven (7) calendar days after a request therefore, such absence may be applied at the discretion of the College President or the President's designee to absence without pay.

7. Article 9.01 F

Amend Article 9.01 F by inserting the missing language as follows:

F. Vacation Leave for Professional Staff Members

1. Entitlement

- A. All professional staff members who work a twelve (12) month year shall be entitled to annual vacation leave as set out in Subsection 2 A 1-5 below.
- B. The vacation year shall be for the period of July 1 to June 30 inclusive.
- C. Professional staff members having an aggregate of more than seven and one-half (7.5) hours [one (1) day] of leave without pay and/or absence without pay in any calendar month shall not receive a vacation credit for that month.

2. Accrual of Vacation Leave

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

1. For less than one year of service beginning July 1 and ending on June 30, vacation leave of 0.076923 hours per hour of employment not to exceed one hundred fifty (150) hours. (20) days.
2. For one (1) full year of service through seven (7) full years of service beginning on the first working day of July and ending on June 30, vacation leave of 0.08461 hours per hour of employment. (22 days)
3. For eight (8) full years of service through eleven (11) full years of service beginning on the first working day of July and ending on June 30, vacation leave of 0.088461 hours per hour of employment. (23 days)
4. For twelve (12) full years of service through nineteen (19) full years of service beginning on the first working day of July and ending on June 30, vacation leave of 0.09230 hours per hour of employment. (24 days)
5. For a professional staff unit member who has completed twenty (20) full years of service or more shall be granted vacation leave of 0.096153 hours per hour of employment for a total of twenty-five (25) days of vacation leave.

B. Notwithstanding the above, no unit member hired before June 30, 2019, shall have their vacation accrual rate reduced below their current accrual rate as a result of the implementation of the above accrual rate schedule. However, the above accrual rate schedule will determine all future accrual rates for current unit members as they accrue more years of service.

C. Notwithstanding anything above, all unit members who have reached twenty-five (25) years of service by June 30, 2021, shall be entitled to begin accruing thirty (30) days of vacation leave on their anniversary date if still on active payroll service.

3. Scheduling of Vacation Leave

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

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

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

Persons who are eligible for vacation under these rules, whose services are terminated by dismissal through no fault or delinquency of their own, by retirement, or by entrance into the armed forces, shall be paid an amount equal to the vacation allowance as earned but not granted in the vacation year prior to such dismissal, retirement, or entrance into the armed forces, and in addition that portion of the vacation allowance earned in the vacation year during which such dismissal, retirement, or entrance into the armed forces occurred, up to the time of separation; provided that no monetary or other allowance had already been made therefor.

Vacation leave may be used in fractions of three and three-quarter (3.75) hours [one-half (1/2) day].

4. Appeal Process

If an employee requests vacation leave at least thirty (30) days in advance, and the employee's supervisor either does not respond to the request or denies the request for use of vacation leave, the employee may appeal within three (3) working days to the College's Chief Human Resources Officer. The Officer will review the request with the employee's supervisor and the President when necessary. The Chief Human Resources Officer shall take one of the following actions regarding the request for vacation leave:

Overturn the decision of the supervisor

Uphold the decision of the supervisor

Offer alternative days or dates to the employee on which the employee shall be allowed to use vacation leave.

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

5. Vacation Status Report

Unless otherwise provided on a regular basis by HR/CMS, the President of the College or the President's designee shall notify each professional staff member on or before July 15 of the number of vacation hours accumulated to that professional staff member's credit as of the preceding July.

8. Article 9.01 G

Amend Article 9.01 G to incorporate the parties; MOA on the inclusion of the Juneteenth holiday in Article 9.01 G as follows:

G. Holiday Pay

All unit members during the term of this Agreement shall be entitled to the following holidays:

- | | |
|------------------------|------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| Presidents' Day | Veterans' Day |
| Patriots Day | Thanksgiving Day |
| Memorial Day | Christmas |
| <u>Juneteenth</u> | |
| Independence Day | |

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9. Article 9.01 I

Amend Article 9.01 I Sabbatical Leave as follows:

I. Sabbatical Leave

1. Purpose

The purpose of a sabbatical leave shall be for professional growth, research, or study which may involve travel and which benefits the unit member and the College.

2. Criteria for Sabbatical Leave

The following criteria shall be considered in determining who should be granted sabbatical leave.

- a. That the objectives of the sabbatical leave, if attained, would substantially contribute to the professional growth of the unit member.
- b. That the objectives of the sabbatical leave, if attained, would assist the unit member in substantially contributing to institutional needs and attainment of institutional purposes.
- c. That the unit member has the ability to achieve the goals of the project or plan based on that unit member's past experience and formal educational background.
- d. That the attainment of the objectives of sabbatical leave as proposed are realistic in terms of time, costs and other related variables.
- e. That there exists independent financial support from other funding sources concerned with the proposed plan or project where College Funding sources are otherwise unavailable.

3. Eligibility

- a. Unit members must have completed six (6) years of continuous full-time service to the College to be eligible for consideration for sabbatical leave. Time granted for other types of professional leaves shall not apply to the six (6) year period required for sabbatical leave

eligibility. In addition, a unit member must have received a summary evaluation of other than unsatisfactory on that unit member's most recent evaluation to be considered eligible.

- b. A unit member who may have previously received a sabbatical leave shall be eligible for consideration of a subsequent leave after six (6) years of continuous service upon returning from the original sabbatical leave.

4. Limitation

Sabbatical leave is not an inherent right of the unit member and there is no obligation on the part of the Employer to approve any and all sabbatical leave requests made by unit members. No more than six (6%) percent of full-time unit members at a given college shall be granted sabbatical leave in any academic year unless otherwise approved by the Employer. Faculty and professional staff applications will be given equal consideration. If sabbatical leave is granted it shall be awarded to faculty and professional staff equitably, according to the ratio of full-time faculty to full-time professional staff unit members on October 15 of the previous year. In the event that granted applications do not fall within the above ratio, applicants will be provided an explanation in writing from the Employer.

5. Length of Sabbatical

A unit member granted sabbatical leave may be granted one-half (1/2) year of leave at full or half salary, one (1) full year at half salary, or one-half (1/2) year or full year at half workload at full or half salary. A year is defined by the duration of the unit member's contract in the year prior to sabbatical.

6. Limitations on Sabbatical Stipend/Outside Employment

The Employer encourages unit members to seek additional funds which would enhance directly the purpose of the sabbatical leave.

- a. Non-salary funds (travel, materials, and such other types of expenses) obtained from outside sources directly related to the purpose of the sabbatical leave shall not reduce the sabbatical leave stipend.
- b. Salary funds obtained from outside sources which directly relate to the attainment of the specific objectives of the sabbatical leave shall not reduce the sabbatical leave stipend unless the total amount of outside salary funds and sabbatical stipend exceed the current annual salary of the unit member or its prorated equivalent in the case of a half-year sabbatical leave. In no instance shall any activity required to earn or receive this outside salary interfere directly or indirectly with the purpose of time available for which the sabbatical leave was granted.
- c. Salary funds derived from outside source(s) which in addition to the sabbatical stipend exceed the current salary or its proration and which interfere with the purpose of the sabbatical leave shall result in the sabbatical stipend being reduced an equal amount so as to result in an amount equal to the current salary or its prorated equivalent.
- d. Failure to report additional outside salary shall result in the immediate reduction in a like amount of the sabbatical stipend if the leave is still in process. Should funds remaining in the sabbatical stipend be inadequate to liquidate the additional unreported remuneration or should the sabbatical leave have been completed, the unit member shall return a like amount to the

College within six (6) months of the discovery of the unreported forms of remuneration above.

7. Post-Sabbatical Service

Prior to the granting of such leave, said unit member shall enter into a written agreement with the Employer that upon the termination of such leave the unit member shall return to the service of the Employer and serve as a unit member within the System for a period of one (1) year, and that in default of completing such service, the unit member shall refund to the Commonwealth, unless excused therefrom by the Employer for reasons satisfactory to it, an amount equal to such proportion of the salary as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered.

8. Process

- a. The applicants for sabbatical leave shall submit their proposed plan on a standard form to their immediate supervisor. The applicant and their supervisor shall meet prior to the Applicant's submission of their application in order to discuss the proposed sabbatical's details. Applications must be submitted no later than April 1 ~~June 1~~ for sabbaticals beginning January 1 for professional staff or beginning in the Spring semester for faculty, and no later than October 1 for sabbaticals beginning July 1 for professional staff or beginning the Fall semester for faculty.
- b. The President of the College shall appoint annually a Sabbatical Leave Committee. The President of the College shall annually invite recommendations for appointment to the Sabbatical Leave Committee. In determining the membership of the Sabbatical Leave Committee, the President of the College shall appoint, insofar as possible, unit members who have successfully completed sabbatical leaves and who represent the unit membership. Unit membership on said Committee shall be proportionally representative of the faculty and professional staff members eligible to apply for sabbatical leave. The Committee size should be ~~of an uneven number not to exceed seven (7) nor be less than five (5).~~ unit members one of which shall serve as Chair. At least three of the members shall be faculty and at least three of the other members shall be professional staff. A unit member shall not serve on the Committee during a year in which the unit member applies for sabbatical.
- c. The President of the College or the President's designee shall forward all applications for sabbatical leave to the Sabbatical Leave Committee no later than ~~June 15~~ April 15 for sabbaticals beginning January 1 for professional staff or beginning in the Spring semester for faculty, and no later than ~~December 15~~ October 15 for the Fall semester or July 1. The Committee shall rank each eligible candidate who has applied for sabbatical leave in terms of the criteria stated for sabbatical leave. The Committee shall rank each eligible candidate in each employee category who has applied for sabbatical leave in terms of the criteria stated for sabbatical leave. The recommendations of the Sabbatical Leave Committee in rank order shall be concurrently submitted to the Dean(s) and the applicants no later than ~~July 15~~ May 15 for the Spring semester or January 1, and no later than ~~January 15~~ November 15 for the Fall semester or July 1. The immediate supervisor shall forward that supervisor's recommendation to the appropriate Dean with a plan for coverage of the sabbaticant's classes,

- services, or other professional responsibilities by other unit members and, where appropriate, an estimate of the cost of replacement relative to existing budgeted salaries. Said recommendations shall be forwarded no later than ~~July 15~~ June 15 for the Spring semester or January 1, and no later than ~~January 15~~ December 15 for the Fall semester or July 1.
- d. The Dean(s), acting as a committee, shall consider the recommendations of the Sabbatical Leave Committee and the immediate supervisor and ~~recommend forward the~~ recommendations of the Sabbatical Leave Committee to the President of the College candidates for sabbatical leave with a plan for coverage of the sabbaticant's classes, services, or other professional responsibilities by unit members and, where appropriate, a final estimate of the replacement costs. Copies shall be transmitted to the applicant, the applicant's immediate supervisor and the Chairperson of the Sabbatical Leave Committee.
- e. The President of the College shall evaluate the recommendations of the Sabbatical Leave Committee and the Dean and recommend sabbatical leave for those unit members who the President deems rank highest on the criteria; provided, however, that if the President's recommendation differs from that of the Sabbatical Leave Committee, the President of the College shall in addition attach the President's recommendation and written statement of reasons therefore which shall be based on applicable criteria established for the granting of sabbatical leaves. Said recommendations shall be forwarded to the Board of Trustees no later than August 31 for the Spring semester or January 1, and no later than February 1 for the Fall semester or July 1.
- f. The College shall notify an applicant, where practicable, no later than ~~October 31~~ September 15 for the Spring semester or January 1, and no later than ~~May 1~~ February 15 for the Fall semester or July 1, whether that applicant's application has been approved.

9. Report of Activity and Accomplishment

A unit member who is granted sabbatical leave shall submit a report of the results of the sabbatical leave within ninety (90) days of the expiration of said leave on such form as may be promulgated by the President. The report shall include:

- a. An account of activities during the leave, including travel, itineraries, institutions visited and persons consulted.
- b. A statement of progress made on the sabbatical leave as proposed in the application and an explanation of any significant changes made in the program.
- c. An appraisal of the relationship between the results obtained and those anticipated in the sabbatical leave program statement.
- d. A final account of all sources and kinds of salary support, other than the sabbatical stipend, with a description of the sabbaticant's activity, if any, necessary to receive each such type of fund.

10. Impact of Sabbatical on Conditions of Employment

- a. Unit members shall fully participate in the following fringe benefits during the sabbatical year and continue to contribute to those requiring employee contributions:
 1. Sick leave accumulation
 2. Leave for death or illness in immediate family
 3. Term insurance
 4. Medical insurance
- i. Retirement based on actual salary paid for year 6. Membership in the Health and Welfare Fund.
- b. Unit members shall participate in vacation day accumulation on a prorated basis, determined by their nonsabbatical period of employment during the contractual year.
- c. Unit members may use their sabbatical year as a year of service of eligibility requirements and may be considered for evaluation purposes in promotion and tenure decisions; provided, however, that a unit member shall not be promoted during the year the unit member is on sabbatical leave.
- d. This section shall not be applicable to non-state appropriated funded unit members; provided, however, that service rendered by such unit members shall be counted on a one (1) year for one (1) year basis in determining eligibility for sabbatical leave after such unit member becomes an "AA" employee.

FORM SUPPLEMENT

IX-1 Application for Sabbatical Leave

10. Article 9.07

Amend Article 9.07 All Purpose Leave as follows:

- A. Commencing on July 1 following ratification of this Agreement by the unit members and each July 1 thereafter and based upon the previous fiscal year running from July 1 through June 30, each part-time unit professional staff member who is paid on an hourly basis shall be credited with all-purpose paid leave hours according to the following schedule, based on the total number of hours worked in one or more Day Division unit positions during the previous fiscal year.

Hours Worked Previous Fiscal Year	Hours Credited on July 1 Next Fiscal Year
<u>0-50</u>	0
<u>51-224</u>	<u>7.5</u>
<u>225-299</u>	<u>15</u>
<u>300 +</u>	<u>22.5</u>

1. Such all-purpose paid leave hours may be taken with the prior written approval of the supervisor, except that in the case of unforeseen circumstances the unit member shall notify the supervisor as early as practicable. All such leave must be taken in a minimum amount of two hours.
2. Requests for all-purpose paid leave hours shall not be unreasonably denied.
3. Any all-purpose paid leave hours credited on July 1 of each fiscal year must be used by the end of that fiscal year (the succeeding June 30). In the discretion of the President or the President's designee upon a showing of good cause by the unit member, any or all unused all-purpose leave of a unit member may be permitted by the President or the President's designee to be carried over into the next fiscal year. Any such carried over leave not used within the next fiscal year shall be forfeited. The decision by the President or President's designee on any unit member's request to carry over all or some of the unit member's unused all-purpose leave shall not be subject to the grievance and arbitration provisions of this Agreement.
4. Should the unit member's employment with the College end for any reason, except for dismissal, subsequent to July 1 when the all-purpose paid leave hours have been credited, the unit member shall be paid for any unused hours.

11. Article 9.09 and Article 9.02 C

Amend Article IX by adding a section 9.09 as follows:

9.09 Paid Family and Medical Leave

- A. 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).
- B. 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.
- C. 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. Nothing herein shall abridge any right conferred on any unit member or the College under any federal or state law or regulation including, but not limited to, the PFMLA or the provisions of this Agreement

Additionally, amend the existing Article 9.02 C as follows:

The Employer agrees to comply with the Family and Medical Leave Act of 1993 and the Small Necessities Act of 1998.

12. Article 10.03

Amend Article 10.03 Disposition of Grievances as follows:

10.03 Disposition of Grievances

A. Informal Adjustments - Immediate Supervisor

Whenever possible, unit member(s) and the Association shall first attempt in good faith to adjust their grievances with the immediate supervisor or within the College's administrative structure up to the level of the President of the College or the President's designee.

B. Formal Adjustments

All complaints shall be filed on Form X-G1. If the grievance involves an action by the Board or a matter of general system-wide applicability, the complaint shall be filed at Step Two within thirty (30) calendar days after the grievant knows, or should have known, of the alleged acts or condition on which the grievance is based; provided, however, that the President of the Association or the President's designee must first certify in writing that the grievance is of general system-wide applicability.

Within ten (10) calendar days of receipt of said certification, the Commissioner or the Commissioner's designee shall determine whether or not the grievance is of system-wide applicability or applies to the Employer. If the Commissioner or the Commissioner's designee determines that the grievance is of system-wide applicability or applies to the Employer, the Commissioner or the Commissioner's designee shall meet and confer with the grievant for the purpose of resolving the grievance and shall render a written decision within fifty (50) calendar days after receipt of certification.

If determined not to be of system-wide applicability or applicable to the Board, the unit member(s) or the Association shall have fourteen (14) calendar days from receipt of the hearing officer's determination in which to file the grievance at Step One. The Commissioner or the Commissioner's designee may upon mutual consent consolidate at Step Two multiple grievances which involve the same issue. All other grievances shall be processed in accordance with the following procedures:

10.04 Step One - President of the College or the President's designee

Within thirty (30) calendar days after the grievant knows or should have known of the alleged act or omission on which the grievance is based, the grievant shall present the complaint and all evidence upon which the grievant relies or intends to rely as supporting the grievant's claim for relief to the President of the College and the President's designee and may be submitted to the designated College's Human Resources email address. The Complaint shall state all issues and contract violations upon which the grievance is based. The President of the College or the President's designee shall meet with the grievant for the purpose of resolving the grievance and shall, within thirty (30) calendar days of receipt of the written complaint and evidence, render a written decision and reasons therefor to the grievant through email.

10.05 Step Two - Mediation

If the grievance is not resolved at Step One or the written decision is not rendered within the time specified, mediation of a grievance may be initiated in accordance with the following provisions:

- A. The grievant may appeal the Step One decision in writing to the Commissioner or the Commissioner's designee for mediation on ~~(on a standard form)~~ Form X-G5 with a copy to the President of the College and the President's designee through the designated Human Resources email address. The appeal shall be filed within ten (10) calendar days of receipt of the decision or the end of the time specified in Step One for said decision, whichever is sooner. Upon receipt of the appeal, the College shall submit to the Commissioner or the Commissioner's designee the grievance form filed at Step One, all evidence introduced to date, and copies of all decisions. No further issues or contract violations may be added subsequent to the conclusion of mediation; provided, however, that the grievant shall have the opportunity to provide rebuttal evidence. If new issues or contract violations are presented by either party at Step Two, a party may have the mediation of that grievance continued until another date; provided, however, this does not preclude either party from concluding mediation in accordance with Article 10.05G.
- B. Failure to so file with the Commissioner or Commissioner's designee within the time specified shall be deemed to be acceptance of the decision rendered at Step One.
- C. Within forty (40) calendar days of receipt of the appeal, the parties shall meet for the purpose of mediation. The mediations shall take place at Massasoit (Canton Campus), Bunker Hill, or Quinsigamond, other mutually agreeable locations or through a video platform. The parties agree to maintain a list of mutually agreed upon mediators to be assigned grievances on a rotating basis- to the extent practicable and scheduled on an annual basis. The parties agree to review their list annually, or more often if requested by either party, and adjust the list as mutually agreed upon by said parties.

- D. The mediator selected by the parties shall be assigned to mediate on the same day a minimum of ~~four~~ three grievances unless otherwise agreed by the parties. If no settlement is reached in the mediation conference, ~~the grievance may be appealed to arbitration~~ the grievant may request arbitration by completing Form X-G8 and forwarding the request via the email addresses on the form; however, the Association shall have the exclusive right to initiate arbitration pursuant to 10.06 below. If one of the above mediations is unable to be scheduled ~~a mediation conference within forty (40) days from the receipt of the appeal,~~ it will be referred to the next mediator ~~in line~~ scheduled. If one of the above mediators can no longer serve as a mediator, the parties will mutually agree to a replacement. The fees and expenses of the mediators shall be shared equally by the parties.
- E. 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.
- F. The mediator does not have the authority to impose a settlement on the parties but will attempt to help them reach a satisfactory resolution of their dispute.
- G. Mediation shall conclude in one of the following ways:
1. By the execution of a settlement agreement by the parties; or
 2. By a written declaration of the mediator, a party, or the parties to the effect the mediation proceedings are concluded.

10.06 Step Three - Arbitration

- A. Within forty (40) calendar days after mediation has been concluded in accordance with 10.05.G.2, arbitration of a grievance may be initiated in accordance with the following provisions:
1. The Association shall have the exclusive right to initiate arbitration of a grievance. The decision or award of the arbitrator shall be final and binding for the Association, the employee and the Employer in accordance with applicable provisions of state law.
 2. The Association may initiate arbitration of a grievance only if the resolution of the grievance has been duly authorized by the Association and so certified by the President of the Association or the President's designee.
 3. The Association shall initiate arbitration by filing a demand for arbitration with the American Arbitration Association and with the Commissioner or Commissioner's designee within forty (40) calendar days of receipt of the notice pursuant to 10.05.G.2.
 4. Such arbitration shall be conducted in accordance with the rules and regulations of the American Arbitration Association in effect on the date of said submission, unless otherwise provided herein; provided, however, that the jurisdiction of the arbitrator to inquire into any issue or to render any award is governed solely by the provisions of this Agreement.

B. Limit of the Arbitrator's Jurisdiction

Subject to the provisions of this Agreement, the arbitrator shall have no authority or jurisdiction to:

1. Arbitrate such portion of any grievance which is removed from the jurisdiction of the Arbitrator by the express terms of this Agreement.
2. Add to, alter or amend any terms or conditions of this Agreement.
3. Inquire into or arbitrate any issue not presented by the original complaint as amended at Step Two.

C. Authority of the Arbitrator

Unless otherwise provided in this Agreement, the arbitrator shall have the authority to make a final and binding award on any dispute concerning the interpretation or application of this Agreement. The arbitrator's authority in matters which are arbitrable is limited to a determination as to whether the provisions set forth in this Agreement were violated; provided that in matters of professional judgment, the arbitrator shall determine whether the application of such to the grievant has been arbitrary, capricious or unreasonable. Beyond such determination, the arbitrator shall be without power, right or authority to make a decision or to substitute the arbitrator's judgment for that of the Employer or its representatives, except as otherwise provided in this Agreement.

The arbitrator shall have no authority to arbitrate:

1. Any incident which occurred or failed to occur prior to the ratification date of this Agreement.
2. The failure or refusal by the Employer to renew the contract of or to reappoint a unit member in the first (1st) four (4) years of regular appointments.
3. Affirmative Action/Discrimination.
4. Basis for retrenchment.

D. Award of Arbitrator

If the arbitrator determines no express provision of this Agreement has been breached in its application to the grievant as claimed, the arbitrator shall dismiss the grievance. If the arbitrator determines that this Agreement has been so breached, the arbitrator may, subject to the provisions of this Article and except as hereinafter provided, provide an appropriate remedy for the breach; provided, however, that in making any monetary award, the arbitrator shall only provide compensation for actual damages directly attributable to such breach, and shall in no event make any award by way of penal damages.

E. Dismissal and Retrenchment

If a unit member's employment is discontinued as a result of dismissal or retrenchment, and the arbitrator determines based on clear and convincing evidence that the decision of the President of the College or the President's designee was arbitrary, capricious or unreasonable, the arbitrator shall remand the matter for reassessment by the President of the College or the President's designee of the original decision but shall not have the result or effect of granting any binding award, provided however, that a part-time unit member shall have no right to grieve or arbitrate retrenchment decisions. After remand, the President of the College or the President's designee shall have thirty (30) days to render a new decision. If the grievant believes the decision of the President of the College or the President's designee on remand is arbitrary, capricious or unreasonable, the grievant may file an appeal to the original arbitrator (if the original arbitrator is unable to hear the case, the parties shall choose a new arbitrator according to the terms of this Agreement) in accordance with the provisions of this Article. On appeal, if the arbitrator determines based on clear and convincing evidence, that the decision of the President of the College or the President's designee is arbitrary, capricious or unreasonable, the arbitrator shall have the power to make the grievant whole; provided, however, that any monetary award shall be reduced by way of mitigation by an amount equal to the total income received by the grievant during the period for which monetary damages are so awarded. If the arbitrator determines that the Step One or Two decision was not issued

within the applicable time limits contained in this Article, the arbitrator may in the arbitrator's first decision provide a binding award in accordance with the foregoing procedures.

F. The granting or failure to grant tenure shall be arbitrable but any award is not binding.

G. Notwithstanding any rule of the American Arbitration Association to the contrary, in making a decision, the arbitrator shall apply the express provisions of this Agreement and shall not alter, amend, extend or revise any term or condition hereof.

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

13. Grievance Forms

Replace existing grievance forms with those attached hereto in the Appendix of the TA which are incorporated herein.

14. Article 11.03

Amend Article 11.03 B Eligibility-Tenure Contracts as follows:

...

3. If the funding source of remuneration for a unit member's employment shifts from non-state appropriated funds to state appropriated funds, the continuous full-time unit service of the unit member prior to the change in the member's non-appropriated-funding source to state appropriated funds shall apply for the purposes of Article 11.03.B1 by counting consecutive years of full-time unit service in the same or different position at the College towards the six (6) years as a unit member, and by counting consecutive years in the same full-time position at that College towards the three (3) years in the unit member's current job function.

15. Article 12.02

Amend Article 12.02 A and B as follows:

12.02 Faculty Work Assignment

A. The President of the College or the President's designee shall consider as advisory written notice from each faculty member and/or department chairperson/curriculum coordinator as to the preferred schedule and courses to be taught. Such written notice must be received by the President of the College or the President's designee by February 28 for the Fall semester and by September 30 for the spring semester. The President of the College or the President's designee shall notify in writing each faculty member of that faculty member's tentative schedule and courses by March 31 for the fall semester and by October 31 for the spring semester.

B. Whenever changes in the tentative class schedule or subject matter are necessary, the President or the President's designee shall notify the affected faculty member(s) in writing at that faculty member's official residence or temporary address supplied by the faculty member on leave. The change in the tentative class schedule or subject matter preparation shall be consistent with Section 12.01.

12.03 Workload of Full-Time Faculty

A. Faculty workload shall consist of:

1. Instructional workload, which includes:
 - a. teaching in both traditional and non-traditional learning modes;
 - b. instructional preparation;
 - c. assessment of student performance;
 - d. utilizing, at a minimum, the College's primary and approved learning management system for the posting of the syllabus (E.2 – inclusive of checklist items); Except to ensure compliance with this paragraph by a unit member, the College shall not access the course shell(s) of unit members except in the event of the faculty member's incapacitation, extended non-responsiveness or extended unavailability. The unit members shall retain all proprietary interests and rights under applicable law in the course shell material posted by the unit member on the learning management system.
- ...

16. Article 12.03 D 3

Amend Article 12.03 D 3 as follows:

D. Non-Instructional Workload

3. Office Hours

a. Each faculty member shall provide such hours on campus (off campus, at an instructional site, if approved) (~~off campus at an instructional site, if approved~~) and online in accordance with the provisions of this section to assist students in the students' courses and to provide student advising service.

b. ~~During the academic year, faculty members shall maintain at least four (4) posted office hours per week on at least four (4) days. Office hours shall be scheduled in accordance with the following procedure:~~

- ~~1. A faculty member shall submit a preferred office hours' schedule to the President of the College or the President's designee at the commencement of the academic year.~~
- ~~2. The President of the College or President's designee shall either approve or disapprove the schedule.~~
- ~~3. In the event the President of the College or designee shall disapprove the schedule, the faculty member shall be given an opportunity to review and discuss their preferences with the President of the College or the President's designee.~~
- ~~4. If a faculty member is assigned one (1) or more online course(s) as part of the faculty member's day unit workload, the faculty member may, at his or her discretion, conduct one (1) weekly office hour online. Notwithstanding the above, faculty members may be allowed to conduct one or more office hour(s) online upon the approval of the College President or President's designee in his or her sole discretion.~~
- ~~5. Such schedule shall be posted by faculty members by the end of the first (1st) week of classes~~

b. During the academic year, faculty members shall maintain at least four (4) posted office hours per week. For each face to face course assigned a faculty member, the faculty member shall conduct one office hour on campus (off campus, at an instructional site, if approved) per week; provided however, that if a faculty member is assigned four (4) or more face to face courses, such faculty member may conduct one (1) of their four (4) posted office hours online. If a faculty member's entire course assignments are online, the faculty member, in their discretion, may conduct all four (4) of the weekly office hours online.

c. Office hours schedules shall be posted by faculty members by the end of the first (1st) week of classes.

17. Articles 13.02 and 13.07

Amend Articles 13.02 B 1 and 13.07 B 1 pursuant to the parties' Memorandum of Agreement on the Student Evaluation of Faculty Survey Instrument developed by the BHE and the MCCC Joint Labor-Management Student Evaluation of Faculty Survey Instrument Committee dated June 28, 2022 and its Appendices A and B.

Replace the existing Article 13.02 B 1 as follows:

13.02 B 1

~~B. Procedure~~

~~The procedure for evaluating faculty members shall consist of six (6) processes: (1) student evaluation; (2) course materials evaluation; (3) classroom observation evaluation; (4) student advisement and college service evaluation; and (5) personnel file review and (6) summary evaluation. The foregoing procedure shall be implemented on an annual basis except as provided in 13.04.~~

~~1. Student Evaluation~~

- ~~a. The President of the College or the President's designee shall be responsible for administering the student evaluation process.~~
- ~~b. Student evaluation packets for each class containing instruments and instructions shall be distributed to each faculty member by the first week of December.~~
- ~~c. It is expressly agreed that the faculty member being evaluated shall not be present in the classroom when the student evaluation is being administered and that all instruction to students with regard to such student evaluation shall be included in writing on the instrument, provided further that the designated unit or non-unit professional shall return the student evaluation directly to the President of the College or the President's designee. The administering of the student evaluation shall be the responsibility of the President of the College or the President's designee who shall determine who among unit or non-unit professionals shall administer such student evaluation.~~
- ~~d. The data from the student evaluation shall be tabulated and copies sent to the President of the College or the President's designee except that in a non-evaluation year, the tabulated data shall be sent only to the tenured faculty member by January 23. The raw data shall be retained by the College for a period of one (1) year during which time the faculty member shall have access thereto upon written request.~~
- ~~e. The President of the College or the President's designee shall review the tabulated data and shall prepare a student evaluation as part of the summary evaluation.~~
- ~~f. Evaluation of faculty by students shall use the University of Washington evaluation process including statistical analysis of first four (4) questions, using median scores. In the Summary Evaluation referred to in 13.02.B.6, the President of the College or the President's designee may comment on questions 1-22 on the University of Washington forms in use, except on Form J where the President of the College or the President's designee may only comment on questions 1-13. The "Decile Rank" columns on all University of Washington forms may not be used by the College for any purpose.~~

...

B. Procedure

The procedure for evaluating faculty members shall consist of six (6) processes: (1) student evaluation; (2) course materials evaluation; (3) classroom observation evaluation; (4) student advisement and college service evaluation (5) personnel file review and (6) summary evaluation. The foregoing procedure shall be implemented on an annual basis except as provided in 13.04.

1. Student Evaluation

- a. The President of the College or the President's designee shall be responsible for administering the student evaluation process.
- b. The student evaluation process will be conducted electronically on a platform agreed upon by the parties' Joint Labor Management Student Evaluation of Faculty Survey Instrument Committee and adopted by the parties. The electronic student evaluation process will be conducted via the College's designated learning management system platform or via a link that the College's administration shall distribute to students. Where technological, programmatic or reasonable accommodations under the Americans with Disabilities Act (ADA) dictate, in the discretion of the College, paper evaluations may be conducted. Should a College determine that a paper evaluation course is needed or required in a particular course, the determination of modality shall be discussed at the College's MACER. Should paper evaluations be used for a particular course, student evaluation packets for such a course shall be distributed to the unit member during the second or third to the last week of classes.
- c. It is expressly agreed that when paper evaluations are conducted, the faculty member being evaluated shall not be present in the classroom when the student evaluation is being administered and that all instruction to students with regard to such student evaluation shall be included on the evaluation instrument.
- d. The data from the student evaluation shall be tabulated and copies sent to the President of the College or the President's designee except that in a non-evaluation year, the tabulated data shall be sent only to the tenured faculty member by January 23. The raw data shall be retained by the College for a minimum of one (1) year during which time the faculty member shall have access thereto.
- e. The President of the College or the President's designee shall review the tabulated data and shall prepare a student evaluation as part of the summary evaluation.
- f. Evaluations of faculty by students shall use the questions contained in Form XIII-E1 attached to this Agreement. (See Appendix)

...

Replace the existing Article 13.07 B 1 as follows:

13.07 B 1

B. — Procedure

~~The procedure for evaluating part time faculty members shall consist of five (5) processes: (1) student evaluation; (2) course materials evaluation; (3) classroom observation evaluation; (4) personnel file review; and (5) summary evaluation. Student evaluations and course materials evaluations shall be implemented once for each period of appointment. The classroom observation shall be implemented only once during every three (3) appointment periods, provided that, the summary evaluation shall be completed during the third (3rd) appointment period.~~

1. Student Evaluation

- ~~a. The President of the College or the President's designee shall be responsible for administering the student evaluation process.~~
- ~~b. Student evaluation packets for each class containing instruments and instructions shall be distributed to each faculty member by the first week of December during the fall semester and by the last week in April during the spring semester.~~

- e. ~~It is expressly agreed that the faculty member being evaluated shall not be present in the classroom when the student evaluation is being administered and that all instruction to students with regard to such student evaluation shall be included in writing on the instrument, provided further that the designated unit or non-unit professional shall return the student evaluation directly to the President of the College or the President's designee. The administering of the student evaluation shall be the responsibility of the President of the College or the President's designee who shall determine who among unit or non-unit professionals shall administer such student evaluation. Student evaluations shall be valid only if signed by the student; provided, however, that faculty members shall not be entitled to the identity of the student responding unless such student evaluation is used as a basis for dismissal or other disciplinary action and such will be communicated to the students.~~
- d. ~~The data from the student evaluation shall be tabulated and copies sent to the President of the College or the President's designee. The raw data shall be retained by the College for a period of one (1) year during which time the faculty member shall have access thereto upon written request.~~
- e. ~~The President of the College or the President's designee shall review the tabulated data and shall forward a data summary to the faculty member by January 23 for the fall semester and by June 15 for the spring semester.~~
- f. ~~The faculty member shall have seven (7) working days in which to respond to such data.~~

...

B. Procedure

The procedure for evaluating part-time faculty members shall consist of five (5) processes: (1) student evaluation; (2) course materials evaluation; (3) classroom observation evaluation; (4) personnel file review; and (5) summary evaluation. Student evaluations and course materials evaluations shall be implemented once for each period of appointment. The classroom observation shall be implemented only once during every three (3) appointment periods, provided that, the summary evaluation shall be completed during the third (3rd) appointment period.

1. Student Evaluation

- a. The President of the College or the President's designee shall be responsible for administering the student evaluation process.
- b. The student evaluation process will be conducted electronically on a platform agreed upon by the parties' Joint Labor Management Student Evaluation of Faculty Survey Instrument Committee and adopted by the parties. The electronic student evaluation process will be conducted via the College's designated learning management system platform or via a link that the College's administration shall distribute to students. Where technological, programmatic or reasonable accommodations under the Americans with Disabilities Act (ADA) dictate, in the discretion of the College, paper evaluations may be conducted. Should a College determine that a paper evaluation course is needed or required in a particular course, the determination of modality shall be discussed at the College's MACER. Should paper evaluations be used for a particular course, student evaluation packets for such a course shall be distributed to the unit member during the second or third to the last week of classes.
- c. It is expressly agreed that when paper evaluations are conducted, the faculty member being evaluated shall not be present in the classroom when the student evaluation is being administered and that all instruction to students with regard to such student evaluation shall be included on the evaluation instrument.
- d. The data from the student evaluation shall be tabulated and copies sent to the President of the

- College or the President's designee. The raw data shall be retained by the College for a minimum of one (1) year during which time the faculty member shall have access thereto.
- e. The President of the College or the President's designee shall review the tabulated data and shall forward a data summary to the faculty member by January 23 for the fall semester and by June 15 for the spring semester.
 - f. The faculty member shall have seven (7) working days in which to respond to such data.

18. Article 14.04

Amend Articles 14.04 pursuant to the parties' Memorandum of Agreement on the Student Evaluation of Faculty Survey Instrument developed by the BHE and the MCCC Joint Labor-Management Student Evaluation of Faculty Survey Instrument Committee dated June 28, 2022 and its Appendices A and B.

Amend Article 14.04 as follows:

14.04 Additional Qualifications

Eligible unit members who also meet at least one of the following four criteria since the last change in rank or date of hire, whichever is later:

- A. Evidence of significant relevant professional development;
- B. Significant contribution to the College or community service;
- C. ~~Falling in the top 20% of the College Faculty in that unit member's more recent two successive student evaluations;~~ Not receiving an unsatisfactory evaluation under Article XIII for the two most recent successive student evaluations;
- D. Highly effective instructional performance of a faculty member or highly effective performance of a professional staff member in the professional judgment of the President of the College; shall be accorded a change in rank.

19. Forms XIII-E1 Forms A-J

Remove the current Forms XIII-E1 Forms A-J from the current collective bargaining agreement pursuant to the parties' Memorandum of Agreement on the Student Evaluation of Faculty Survey Instrument developed by the BHE and the MCCC Joint Labor-Management Student Evaluation of Faculty Survey Instrument Committee dated June 28, 2022 and its Appendices A and B and replace them with a new form XIII-E1 which is attached hereto and incorporated herein.

20. Article 20.01, 20.10 and 20.11

Amend Article 20.01, 20.10 and 20.11 as follows:

20.01 Department Chairs/Curriculum Coordinators/Program Coordinators

The President of the College or the President's designee may appoint on an annual basis a unit member as a department chair to assist in the coordination and/or supervision of instruction. Each such department chairperson shall have a written job description specifying duties and responsibilities consistent with this Article and the needs of the College and the department chairperson shall be responsible to the President of the College or the President's designee for performing such.

20.10 Workload Reduction

Any full-time unit member who performs the duties and responsibilities of a department chair or curriculum coordinator/work area/program coordinator/college-wide coordinator as contained in this Article shall receive a workload reduction of at least one (1) section per semester in accordance with Article XII, Section 12.03.C.2, whether or not the unit member holds such title. Part-time unit members may be assigned duties and responsibilities of a department chair or curriculum coordinator as contained in this Article but shall not be eligible for a workload reduction in accordance with Article XII, Section 12.03.C.2.

20.11 Compensation

In addition to the workload reduction specified in 20.10, a unit member who performs the duties and responsibilities of a department chair or curriculum coordinator/work area/program coordinator/college wide coordinator may receive either additional workload reduction or be compensated at a rate per credit semester as set forth in Appendix C, or may receive a combination of both an additional workload reduction and compensation for reasons including, but not limited to, accreditation, program review, size of the department or work area, or other duties as assigned. Any unit member who agrees to perform the duties and responsibilities of a department chair or curriculum coordinator/work area/program coordinator/college-wide coordinator as contained in this Article shall be compensated at the hourly rate set forth in Appendix C during the duration of the Agreement, if the unit member agrees to perform such duties between Commencement and the first day of Fall classes, during Winter intersession, and during Spring vacation; provided, however, that such compensation shall not be paid for duties performed on assigned professional days as provided in Article 12.03.D.6. It is expressly understood that the President of the College or the President's designee shall inform the department chair or curriculum coordinator/work area/program coordinator/collegewide coordinator in a timely fashion should the employer desire to secure the services of the aforementioned unit member consistent with this Article.

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

21. Article 21.01

Replace existing Article 21.01 as follows:

21.01 Salary Rate Increases

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

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

~~Applicable Grid Charts and New Hire tables reflecting the salary increases above are attached hereto as Appendices.~~

21.01 Salary Rate Increases

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

A. Salary Rate Increases for full-time faculty and full-time professional staff for FY22 and FY23

1. Effective the first full pay period of July 2021 each full-time bargaining unit member on the payroll as of June 30, 2021 will receive a 2.5% salary increase. The base salary for new hires shall also increase by 2.5% (See New Hire Tables 1 and 2 in Forms Section of Contract.) In addition, the point values in the New Hires, Reclassification and Transfers of Unit Professional Staff box on New Hire Table 2 and the point value contained in New Hire Table 1 for faculty shall be increased by 2.5%. This increase shall be paid retroactively.
2. For the purposes of providing unit members with a one-time COVID-19 adjustment bonus, effective the second payroll of July 2021, every unit member who was employed at the time of the first full pay period of July 2021 and who remained employed as of the date of the execution of this Agreement will receive a one-time COVID-19 Recognition Bonus in an amount equal to one and one-half (1.5%) percent of their base salary or One Thousand (€\$1,000.00) Dollars whichever is greater.
3. Effective the first full pay period of July 2022 each full-time bargaining unit member on the payroll as of June 30, 2022 will receive a 2.0% salary increase. The base salary for new hires shall also increase per the parties' agreement. (See New Hires Tables 1 and 2 in forms section of contract) In addition, the point values in the New Hires, Reclassification and Transfers of Unit Professional Staff box on New Hire Table 2 and the point value contained in New Hire Table 1 for faculty shall be increased by 2.0%. This increase shall be paid retroactively.

B. Salary Increases for part-time faculty and part-time professional staff for FY22 and FY 23

1. Effective the first full payroll of July 2021, each part-time unit member on the payroll as of June 30, 2021 will receive a 2.5% salary increase. The minimum hourly rate for part-time professional staff and faculty members shall also be increased by 2.5% so that no part-time professional staff or faculty member shall be compensated at a rate lower than \$30.78 per hour.
2. Effective the first full pay period of July 2022, the parties will implement a salary grid for part-time employees. All part-time unit members on the payroll as of June 30, 2022 earning less than the minimum hourly rate called for by the salary grid shall be paid per the salary grid. Part-time unit employees paid at a rate higher than that called for by their interval on the salary gride shall receive a 2.0% increase. These payments shall be made retroactively.

3. For the purposes of providing unit members with a one-time COVID-19 adjustment bonus, effective the second payroll of July 2021, every part time unit member who was employed at the time of the first full pay period of July 2021 and who remained employed as of the date of the execution of this Agreement will receive a one-time COVID-19 Recognition Bonus in an amount equal to one and one-half (1.5%) percent of their annual earnings for the period July 1, 2020 to June 30, 2021.

C. The Association acknowledges that the one-half percent (0.5%) increase already included in Paragraph A1 and B1 above, fully satisfies any and all obligations that the BHE has or may have to it or its members pertaining to Paid Family and Medical Leave (PFML) contributions. Specifically, the Association hereby waives its right to assert, and hereby relinquishes any and all claims, whether pending or to be brought, including the DLR consolidated matter SUP 19-7688 filed on November 12, 2019, regarding the BHE’s obligation to bargain over the amount of PFML contributions to be paid by its members, and regarding any entitlement to compensation or reimbursement for PFML contributions paid since October 2019 or to be paid by its members at the maximum allowable contribution rate determined by the Department of Family and Medical Leave (DFML). The parties agree to execute any and all needed documents necessary to effectuate this paragraph including, but not limited, to the dismissal of any pending SUP complaints pending at the Department of Labor Relations.

Applicable Grid Charts and New Hire tables reflecting the salary increases above will attached to the collective bargaining agreement as Appendices.

Amend New Hire Table 1 as follows:

Point Value:

7/1/21 (2.5% increase)

\$55.30

7/1/22 (2.0% increase)

\$56.41

Amend New Hire Table 2 as follows:

New Hire and Transfers of Unit Professionals - Adjustment to existing New Hire Table 2:

<u>Pay Grade</u>	<u>Minimum Salary</u>	<u>Point Value 7/1/21</u> (Increase 2.5%)	<u>Point Value 7/1/22</u> (Increase 2.0%)
2		\$21.86	\$22.30
3		\$24.77	\$25.27
4		\$27.47	\$28.02
5		\$30.36	\$30.97
6		\$33.08	\$33.74
7		\$36.00	\$36.72

22. Article 21.09

Incorporate the parties' September 21, 2022 MOA on Interim Salary Adjustments by adding a new Article 21.09 as follows:

21.09 ~~Interim~~ Salary Adjustments

- A. When a full-time faculty unit member is hired at a higher annual salary due to competitive factors as identified under the classification study, other full-time faculty within the same academic department/discipline at their college who are at the same or higher rank, educational qualification and/or experience, and have a lower annual salary shall have their salaries reviewed and potentially increased, as may be determined by the College, following consultation with the local MCCC Chapter and the respective faculty member(s). Notification of any salary increase shall be placed in the faculty's personnel file. If the College determines that a faculty member's salary will not be increased following the review, the faculty member may request a meeting with the Chief Human Resources Officer to discuss the review and determination. Following that meeting, the Chief Human Resources Officer shall issue a written determination specifying the reason(s) for the determination which shall be final and not subject to the grievance and arbitration provisions of this collective bargaining agreement.
- B. When a full-time professional staff member is hired at a higher annual salary due to competitive factors as identified under the classification study, other full-time professional staff in the same classification and work area at their college who have the same or higher educational qualification and/or experience, and have a lower annual salary shall have their salaries reviewed and potentially increased, as may be determined by the College, following consultation with the local MCCC Chapter and the respective professional staff member(s). Notification of any salary increase shall be placed in the unit professional's personnel file. If the College determines that a unit professional's salary will not be increased following the review, the unit professional may request a meeting with the Chief Human Resources Officer to discuss the review and determination. Following that meeting, the Chief Human Resources Officer shall issue a written determination specifying the reason(s) for the determination which shall be final and not subject to the grievance and arbitration provisions of this collective bargaining agreement.

23. Article 21.09 (now 21.10)

Amend the current 21.09 by renumbering it to 21.10 and striking the current 21.09 Sections 5 and 6 and replacing them with a new Section 5 as follows:

Section 5. Global/Open Issues

~~In the event that a matter under consideration by the Classification Appeals Committee has application to more than the individual whose appeal is under review, or to faculty and/or unit professional staff as a whole, the Classification Appeals Committee shall forward this issue to the Committee on Global/Open Issues for consideration and review. In forwarding any such issue to the Committee on Global/Open Issues, the Classification Appeals Committee shall transmit any and all information that it deems appropriate, including a proposed recommendation regarding the disposition of the issue.~~

~~The purpose of the Committee on Global/Open Issues is to review issues now pending or forwarded to it by the Classification Appeals Committee which impact the basic assumptions and the structure of the Classification Study, the resolution of which will affect a class of faculty or unit professional staff or the unit as a whole.~~

~~The Committee on Global Issues shall comprise a Chairperson, appointed by the Employer, and equal numbers of members appointed by the Presidents of the Community Colleges and the Massachusetts Community College Council. The Committee on Global/Open Issues shall meet every other month and may meet more frequently based upon the workload before it and/or mutual agreement of its members. It is recognized that upon the approval of funding for this purpose, the services of a consultant may be utilized by the Committee. The recommendations of the Committee on Global/Open Issues shall be forwarded to the Commissioner of the Board of Higher Education for review. Within thirty (30) days after receipt, the Commissioner shall indicate the acceptance or rejection of any recommendations made by the Committee on Global/Open Issues.~~

Section 6. New Specifications

~~When a College determines a new classification specification is necessary, the parties agree that new classification specification proposals shall be submitted for system review and approval through the Classification Appeals Committee. The request for such review shall be submitted on a form to be developed by the classification Appeals Committee and approved by the Board of Higher Education. Upon approval of funding the services of a consultant may be utilized.~~

Section 5 New, Updated or Retired Specifications

A. Classification Specification Review Committee.

1. The parties to this Agreement acknowledge the need to periodically review existing bargaining unit job specifications in an effort to cause those job specifications to more accurately reflect the duties and responsibilities performed by incumbents of those titles or to meet the needs of the colleges. When the President or President's designee or the Association or the Classification Appeals Committee believes that a new specification is necessary or desirous, the party may submit a proposed classification specification and the reasons therefor for system-wide review and approval to the Classification Specification Review Committee. Likewise, where a College or the Association or the Classification Appeals Committee believes that an existing specification is no longer needed or is outmoded, the President or the President's designee or the Association or the Classification Appeals Committee may submit a request to the Classification Specification Review Committee to review and

determine whether the specification should be retired and/or replaced. Upon approval of funding, the services of a consultant may be utilized by the Committee.

2. Upon receipt of request from either a President/ President’s designee or the Association pursuant to Paragraph A 1 above, the Committee shall convene and review the request. All requests shall be reviewed in the order that they are received by the Committee. After consideration of the request, the Committee may make recommendations to the Commissioner for review. Within thirty (30) days after receipt, the Commissioner shall indicate acceptance or rejection of any recommendation made by the Committee.
3. The Committee shall be comprised of eight (8) members; one appointed by the Board of Higher Education, three (3) appointees by the College Presidents and four (4) members appointed by the Union. Committee members shall serve without loss of compensation and/or benefits.
4. The Committee shall develop, within six (6) months of the ratification of this Agreement by the union’s members, procedures and guidelines for such a review process.

24. Article 27.01

Amend the first paragraph of Article 27.01 as follows:

“27.01

This Agreement shall be in force and effect from July 1, 2021 to June 30, 2023...”

25. Signature Page

Amend Signature page to reflect the parties’ current signatories.

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 On behalf of the MCCC DAY Unit

By: /s/ Michael J. Murray

Dated: February 6, 2023

By: /s/ Lisa T. Coole

Dated: February 6, 2023

APPENDIX

Pronoun Corrections

The parties agree to the replacement of any use of the words he or she with gender neutral terms such as they or theirs.

Contract language corrections					
Page	Article/section	line number		remove	Suggested replacement language
119	XIII-E3	end		he/she must do so	the faculty member
26		2		his or her	the College President's
34	4			his/her	the Commissioner's
37	9.08 B.	2		his or her	the unit member's
37	9.08 B.	3		his/her	an
53	3.b. 4.	2		his or her	the faculty member's
53	3.b. 4.	4		his or her	the President's
56	C 4. A.	3		his/her	the unit member's
66	13A.02	P2 line 7		his/her	the unit member's
66	13A.02	P3 line 2		his/her	the unit member's
67	13A.02 B	3		his/her	the unit member's
67	13A.03	2		his/her	delete
67	13A.03	4		his/her	delete
67	13A.05 C	6		his or her	a
71	15.01	4 and 5		he/she wishes the President or the President's designee to consider	the unit member
71	15.01			he/she may provide any written material he/she wishes	the unit member
95	Healthcare Provider Instructions form	3 up from bottom		his/her	said
96	Fitness for Duty - Directions 1.	1		his/her	said

X-G1 STEP ONE COMPLAINT

For Board Use:
Year:
Board No.:

TO PRESIDENT:- _____

TO PRESIDENT'S DESIGNEE (C/O HUMAN RESOURCES OFFICE): _____

GRIEVANT _____
(last) (first) (middle)

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) Email Address
(College and/or unless Grievant is no longer a College employee, then personal email address)

Telephone (College and/or if desired, personal)

cc: Dennis Fitzgerald (or Current MCCC—Dennis Fitzgerald, MCCC_ Grievance Coordinator),
2 1/2 Coltin Drive, Newburyport, MA 01950_Grievance-DAY@mccc-union.org

_Consultant for Higher Education/MCCC-DAY, MTA, 2 Heritage Drive, 8th Floor, Quincy,
MA 02171_mtaconsultant@mccc-union.org

President's Designee c/o (optional address) President's
College President and Human Resources via College email Designee, c/o of
College Human Resources Department via email

N.B. This complaint must be filed within 30 calendar days.:-

X-G2

X-G2 ASSOCIATION EVIDENCE

For Board Use:
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.

X-G3

X-G3 MANAGEMENT EVIDENCE

For Board Use:
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.

X-G4 STEP ONE DECISION

For Board Use:
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: Consultant for Higher Education/MCCC-DAY, MTA, ~~2 Heritage Drive, 8th Floor, Quincy, MA 02171~~mtaconsultant@mccc-union.org
Dennis Fitzgerald ~~or current~~; MCCC Grievance Coordinator, ~~170 Beach Road #52, Salisbury, MA 01952~~Grievance-DAY@mccc-union.org

N.B. You have the right to appeal this Decision to Step Two by filing an appeal on Form G5 within ten (10) calendar days after receipt of this Decision.

X-G5 STEP ONE APPEAL TO MEDIATION

For Board Use:
Year:
Board No.:

TO: Office of the General Counsel
 Massachusetts Community Colleges
 c/o Middlesex Community College
MCCCDAYmediationrequest@middlesex.mass.edu
~~591 Springs Road, Building 2~~
~~Bedford, MA 01730~~

FROM: Grievant _____

 Grievance Issues _____

I hereby appeal the Step One Decision of the President of _____
 Community College.

 Signature Date

~~Home Address (include zip code)~~ ~~Email Address~~
(College unless Grievant is no longer a College
employee, then personal email address)

 Telephone Number

cc: Consultant for Higher Education/MCCC-DAY, MTA, ~~2 Heritage Drive, 8th Floor,~~
~~Quincy, MA~~
~~02171~~mtaconsultant@mccc-union.org
 Dennis Fitzgerald, ~~or current~~ MCCC Grievance Coordinator, ~~170 Beach Road #52,~~
~~Salisbury, MA 01952~~Grievance-DAY@mccc-union.org
 College President

N.B. This appeal must be filed within ten (10) calendar days after receipt of the Step One Decision.

STEP TWO

X-G6 NOTICE TO MEET WITH A MEDIATOR

For Board Use:
Year:
Board No.:

Grievant: _____
_____ (last, _____ (lastfirst))

Email Address (College unless Grievant is no longer a College employee, then personal email address): _____

Home Address:

Date Grievance was Received: _____

Issue: _____

This is to acknowledge receipt of your above-mentioned grievance and to advise you that mediation has been scheduled at:

Place (location or link if remote): _____

Union – Room: _____

College – Room: _____

Date/Time: _____

Would you arrange your employee responsibilities in order to attend this mediation as the time restraints under the contract require a meeting within forty (40) days from receipt of your grievance.

Name	Date
------	------

Office of the General Counsel, Massachusetts Community Colleges
c/o Middlesex Community College
MCCCDAYmediationrequest@middlesex.mass.edu
~~591 Springs Road, Building 2~~
~~Bedford, MA 01730~~

cc: Consultant for Higher Education/MCCC-DAY, MTA, ~~2 Heritage Drive, 8th Floor, Quincy, MA 02174~~mtaconsultant@mccc-union.org

Dennis Fitzgerald, or current MCCC Grievance Coordinator, ~~170 Beach Road #52,~~
~~Salisbury, MA 01952~~Grievanc-DAY@mccc-union.org
College President

X-G7 CONCLUSION OF MEDIATION

For Board Use:
Year:
Board No.:

Grievant _____ College _____

Issue _____

Mediation shall conclude in one of the following ways:

1. By the execution of the attached settlement agreement by the parties.		
2. By declaration of the mediator:	_____	_____
	Mediator	Date
3. By declaration of the MCCC:	_____	_____
	MCCC Grievance Coordinator	Date
4. By declaration of the employer:	_____	_____
	Commissioner’s Designee	Date
5. By declaration of both parties:	_____	_____
	MCCC Grievance Coordinator	Date
	_____	_____
	Commissioner’s Designee	Date

cc: Consultant for Higher Education/MCCC-DAY, MTA, ~~2 Heritage Drive, 8th Floor, Quincy, MA 02171~~mtaconsultant@mccc-union.org
Dennis Fitzgerald ~~or current~~, MCCC Grievance Coordinator, ~~170 Beach Road #52, Salisbury, MA 01952~~Grievance-DAY@mccc-union.org
Office of the General Counsel, Massachusetts Community Colleges, c/o Middlesex Community College, MCCCDAYmediationrequest@middlesex.mass.edu
~~591 Springs Road, Building 2, Bedford, MA 01730~~

N.B. Only the MCCC/MTA has the right to certify a grievance to arbitration. An arbitration approval request (Form G8) must be submitted to the MCCC Grievance

Coordinator within ten (10) calendar days after mediation has been concluded without a settlement agreement.

X-G8 ARBITRATION APPROVAL REQUEST

To be completed by the grievant and forwarded to the Grievance Coordinator within ten (10) calendar days after receipt of the Conclusion of Mediation.

TO: Dennis Fitzgerald/

or current MCCC Grievance Coordinator,
170 Beach Road #52

Salisbury, MA 01952 Grievance-DAY@mccc-union.org

FROM: Grievant _____
College _____

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 arbitration by the MCCC/MTA Executive Committee.

REASONS FOR THE DECISION:

Signature Date

Email Address (College unless Grievant is no longer a College employee, then personal email address)

Home Address (include zip code)

Telephone Number

cc: Consultant for Higher Education/MCCC-DAY, MTA, ~~2 Heritage Drive, 8th Floor,~~
~~Quincy, MA~~
~~02171~~mtaconsultant@mccc-union.org

N.B. This appeal must be filed within ten (10) calendar days after the conclusion of mediation.

FORM XIII-E1 Student Evaluation Form

Instructions

The College appreciates your anonymous feedback which will help to assist faculty in their course development and evaluation. Research shows that assumptions may lead to unintentional bias in your evaluation based on characteristics such as your professor's age, gender, sex, nationality, race, or other protected characteristic. Please keep the focus of your evaluation on course content and delivery (such as readings, classroom discussions, assignments and materials) and related questions about your learning experience.

The results of your course evaluation will not be provided to the faculty until after final grades are submitted. Your feedback is important, and the College thanks you for taking the time to provide an unbiased and honest review of your learning experience.

Questions

1. How well did the course cover what was outlined in the course syllabus?
2. How well organized was the course?
3. How well did the instructor's teaching help you learn?
4. To what extent was the instructor responsive to you if you asked a question and/or if you asked for help?
5. To what extent did the instructor provide an opportunity for student questions?
6. How well did the course materials help you learn?
7. How well did the assignments help you to demonstrate your learning?
8. How well did the instructor return graded work (assignments and tests) or provide other feedback in a timely manner?
9. To what extent was the class environment inclusive?
- 10.** What were the reasons for taking the course: a) required (program/degree requirement); b) optional; c) personal enrichment; d) unknown

If you took a **lab**, please answer the following questions: **(only display if lab course)**

1. How well did the instructor demonstrate professional skills and procedures?
2. To what extent were safety procedures communicated?
3. To what extent did lab activities give you opportunities to apply your learning?

If you took a **clinical course**, please answer the following questions: (**only display if clinical course**)

1. How well did the instructor demonstrate clinical/professional skills and procedures?
2. To what extent were safety procedures communicated?
3. To what extent did clinical activities give you opportunities to apply your learning?

Evaluation Scale for all questions:

1-Poor

2-Fair

3-Average

4-Good

5-Excellent

NA