

To: MCCC/DCE Faculty Members
From: Rick Doud, MCCC President

Re: 2005 – 2007 MCCC/DCE Collective Bargaining Agreement

Enclosed is the MCCC/DCE 2005 – 2007 collective bargaining agreement. New contract provisions include enhanced salaries; a guarantee of more a timely payment schedule; assurance of email access for all DCE Faculty; a new Classroom Observation form that provides a uniform and fair assessment tool; notification to all DCE Faculty of campus professional development opportunities; and the establishment of two important labor management committees to review the complexities of under enrolled course policies and electronic communications with unit members.

This is the fourth collective bargaining agreement negotiated by the MTA/MCCC on behalf the of the DCE unit. Since the inception of the bargaining unit members have gone from, at the low end, of \$700.00 per 3 credit course, to now at the end of this contract period to over \$3,000 per 3 credit course. This significant increase in salary is a direct result of the membership's insistence, according to the pre-negotiations survey of members' priorities, that salaries must be more reflective of those paid to state funded full and part-time faculty.

	Summer 2005	Fall 2006	Fall 2007
Increase	3%	3%	3%
Step 1	\$774.00	\$797.00	\$821.00
Step 2	\$829.00	\$854.00	\$880.00
Step 3	\$892.00	\$919.00	\$946.00
Step 4	\$936.00	\$964.00	\$993.00

In addition, the parties have agreed to a minimum 2% increase in the outside year of the contract commencing Fall 2008 guaranteeing the following per credit salary rates:

Step 1 - \$845.00 per credit
Step 2 - \$906.00 per credit
Step 3 - \$975.00 per credit
Step 4 - \$1,023.00 per credit

Please take the time to familiarize yourself with those rights you have under the collective bargaining agreement. In the event you have any questions or concerns regarding these rights contract your local campus representative for assistance.

AGREEMENT

BETWEEN

**The Massachusetts Board of Higher Education
for the
Massachusetts Regional Community Colleges**

- and -

**The Massachusetts Community College Council/
Massachusetts Teachers Association
an affiliate of
The National Education Association**

for

Division of Continuing Education

**For Academic Years
2005-2006 2006-2007 2007-2008**

June 1, 2005 – May 31, 2008

NEGOTIATING TEAM

For the Association

JOHN PALMER, *Chair*
Quinsigamond Community College

JANE ARNOLD, *Secretary*
Middlesex Community College

MICHAEL DUBSON
Bunker Hill Community College

PATRICK SEYON
Roxbury Hill Community College

DIVYA TAYLOR
Northern Essex Community College

DONALD WILLIAMS
North Shore Community College

RICK DOUD, *President*
Massachusetts Community College Council
Middlesex Community College

JOSEPH LEBLANC, *Vice President*
Massachusetts Community College Council
Northern Essex Community College

JOSEPH RIZZO
MCCC/DCE Grievance Coordinator
Northern Essex Community College

MICHELLE GALLAGHER
Chief Spokesperson/Consultant
Massachusetts Teachers Association

For the Employer

JAMES BROWN, ESQ
Labor Counsel
Office of Community College Counsel

STEPHEN FABBRUCCI
Associate Dean/ Human Resources
Northern Essex Community College

JACQUELINE FELDMAN
Vice President/ Lifelong Learning and
Workforce Development
Mt. Wachusett Community College

BARBARA FINKELSTEIN
Vice President of Academic Affairs
Massasoit Community College

PAUL FRYDRYCH
Vice President of Academic Affairs
North Shore Community College

HAIDEE MORRIS, ESQ.
Chief Spokesperson/Labor Counsel
Office of Community College Counsel

Table of Contents

<u>Article</u>		<u>Page</u>
Article I	Recognition and Definitions	1
Article II	Relationship Between Association and Board	1
Article III	Use of Board Facilities	2
Article IV	The Rights & Responsibilities of the Board	3
Article V	Maintenance of Records	3
Article VI	Academic Freedom & Responsibility	4
Article VII	Grievance Procedure	5
Article VIII	Notices	10
Article IX	Deduction of Dues and Agency Fee	10
Article X	Appointment	12
Article XI	Evaluation	13
Article XII	Dismissal	14
Article XIII	Workload	15
Article XIV	Salary	16
Article XV	Savings Clause	18
Article XVI	Duration	18
<u>Memoranda of Agreement</u>		
Full Enrollment		<i>i</i>
Supervisory Ineligibility to Teach		<i>ii</i>
Vacancies		<i>iii</i>
Non Standard Salary Schedule		<i>iv</i>

Reference Guide

Page

Personnel File Article V	4
Seniority Article X	12
Tentative Assignments Article X	12
Article XIII (.02)	15
Directed/Independent Study Article X (.11)	13
Article XIV (.11)	18
Class Cancellations Article VIII (.02)	10
Article XIII (.04)	15
Course Preference Article X (.02)	12
Course Cancellation Article X (.06)	12
Class Size Article XIII (.05)	15
Hourly Compensation Article XIV (.04)	17

Forms

DCE - A Teaching Availability	<i>v</i>
DCE - G1 Step One Complaint	<i>vi</i>
DCE - G2 Association Evidence	<i>vii</i>
DCE - G3 Management Evidence	<i>viii</i>
DCE - G4 Step One Decision	<i>ix</i>

Forms

Page

DCE - G5 Step Two Complaint	<i>x</i>
DCE - G6 Step Two Decision	<i>xi</i>
DCE - G7 Mediation Approval Request	<i>xii</i>
DCE - G8 Mediation Declaration	<i>xiii</i>
DCE - G9 Arbitration Approval Request	<i>xiv</i>
DCE - E1 Instructional Materials Checklist	<i>xv</i>
DCE - E2 Evaluation of Instructor (2 pages)	<i>xvi</i>
DCE – E3 Classroom Evaluation	<i>xvii</i>
DCE – E4 Comprehensive Evaluation	<i>xviii</i>

Attachments

A – Electronic Information Committee Itemized Listing

B – Distance Education Agreement

ARTICLE I - Recognition and Definitions

1.01 Recognition

The Board of Higher Education (Board) hereby recognizes the Association as the exclusive bargaining representative with respect to conditions of employment for all full and part-time professional employees teaching credit courses in the Community Colleges' Divisions of Continuing Education (hereinafter DCE), excluding supervisory and managerial personnel and all other employees pursuant to MLRC Case No. SCR-2179 dated January 5, 1987. Also excluded are faculty members who are employees of outside entities and who teach for the College exclusively in programs sponsored by that entity which are offered only to employees of that entity. Such instances shall be limited to: special or technical courses where either the College does not or cannot employ in DCE a qualified individual; or when the outside entity specifically requests that its qualified employee instruct the course. For the purposes of this provision, supervisory shall mean an individual whose responsibilities include receiving and/or acting on complaints about unit members and/or who, acting in an administrative capacity, would have access to confidential files or information.

1.02 Definitions

Outside entity [courses offered through an] - these are to be defined as courses which are not open to the general public and/or which are initiated and funded in whole or in part by an entity other than the College. This shall not be construed to include regular tuition reimbursement programs or funding that is not provided through a contract for services.

1.03 Jurisdiction

During the term of this Agreement, the Board agrees not to negotiate with any unit member(s) or with any employee organization other than the Association.

ARTICLE II - Relationship Between Association and Board

2.01 Fair Practices

The Board and the Association recognize and affirm their commitment to the policy of non-discrimination with regard to race, color, religious creed, national origin, sex, sexual preference, age, marital status, family relationship and handicap status.

2.02 Complaints

The administration shall within twenty-one (21) calendar days send or communicate to a unit member any written complaint or material which the administration believes would adversely affect the employment status of the employee.

2.03 Safety

In accordance with applicable state or federal law, unit members shall not be required to work under unsafe conditions whenever such conditions have been brought to the attention of the President of the College, or designee thereof, by the unit member(s) and the College has failed to exercise reasonable efforts to redress the complaint.

2.04 Individual Contracts

All rights, benefits, duties and obligations of unit members as set forth in the Agreement shall during its term be expressly incorporated by reference into and made part of any contract of employment that has been or shall be entered into between the Board and a unit member and no such contract shall be contrary, in whole or in part, to the terms and conditions as set forth herein.

2.05 Association Representatives

The President of the Association shall furnish the Chancellor, or designee thereof, with a written list by September 15 of each year of officers and representatives of the

Association and their terms of office. It is clearly understood that in the implementation of this section, there shall not be more than one (1) Association representative from each College; provided, however, that if a designated representative is unavailable, the President of the Association shall notify the Chancellor, or designee thereof, as to who shall be that representative's alternate.

2.06 Association Leave

Recognizing the unique conditions under which continuing education is offered at the Community Colleges, all Association business, labor-management meetings and any other meetings or hearings involving Association representatives or unit members pursuant to this Agreement will be conducted at times and places that will not in any way disrupt the delivery of educational services in the Divisions of Continuing Education. In highly exceptional circumstances, the President of the College, or designee thereof, may grant a request from an Association representative not to meet a scheduled class due to Association business. Such request must be submitted at least one week in advance or longer if necessary to timely inform the affected students and shall be accompanied by a proposal for rescheduling the class or otherwise fulfilling the instructional obligations of the Association representative. Consideration of the request is contingent upon reaching agreement that the instructional obligations of the Association representative will be met.

2.07 Relevant Information

The Board shall provide to the Association in accordance with Chapter 150E such information as is necessary for the proper discharge of its duties as the exclusive bargaining agent.

2.08 Electronic Communications

The parties agree to promote information exchange through electronic communications. A joint implementation committee will be established with four members appointed by the MCCC and four members appointed by the Colleges. The items listed on Attachment A will be transformed to electronic communication by year three of the contract. The Implementation Committee will oversee the process, work with and approve schedules of implementation for each College.

2.09 Under Enrollment Committee

Without affecting the College's right to determine whether to run a course by its definition under enrolled, the Colleges agree that for a period commencing with the execution of this contract and continuing through spring 2006, each College's definition of under enrolled for purposes of offering faculty member reduced compensation will not be altered. The parties agree to form a joint committee to address payment for under enrolled courses. The committee will be composed of three members appointed by the College Presidents and three members appointed by the MCCC. The purpose of the Committee will be to make recommendations to the Presidents regarding payment plans for under enrolled courses. The Committee's work will be forwarded to the Presidents for consideration.

ARTICLE III - Use of Board Facilities

3.01 Facilities in General

Recognizing the fact that many activities of the various Divisions of Continuing Education occur away from the College campuses and will continue to do so because of the nature of the services these operations provide, the parties agree that the following provisions apply only to the actual college campuses. The College agrees to make available to unit members whatever is permissible in any area or building which is leased or otherwise available to the College but not under the complete control of the College. There shall be established at each College a labor /management committee made up of

three members appointed by the Association, and three members appointed by the College, who shall meet upon reasonable notice to discuss and attempt to resolve any concerns with regard to office space, mailboxes, access to: computers, e-mail, telephones, copy facilities, or support services, for unit members.

3.02 Facility Use

Upon request in writing made to the President of a College, or designee thereof, the Association or any College-based chapter thereof shall have the right to meet at such College, if appropriate facilities are available. All requests must be received at least seventy-two (72) hours prior to the time requested for the meeting. If the Association requests the use of facilities, the College will discuss with the Association at the time the request is made the cost of additional services as required at the prevailing rate charged to non-profit organizations.

3.03 Bulletin Boards

The President of each College, or designee thereof, shall assign where available at least one (1) bulletin board at the College and one (1) at each satellite campus where permissible for the exclusive use and responsibility of the Association for the purpose of posting Association notices concerning the administration of the provisions of this Agreement. In the alternative, the Association may share whatever Division of Continuing Education space or bulletin board is available for the posting of Association notices.

3.04 Intra-College Mail

The Association shall be permitted to use for the distribution of Association communications whatever DCE intra-college mail system and procedures exist at each College. All notices so placed shall bear the signature of the President of the Association or his/her designee(s).

ARTICLE IV - The Rights & Responsibilities of the Board

4.01 All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the Board of Higher Education or the several Boards of Trustees as may be provided by any applicable provision of law. Nothing contained in this Agreement shall be deemed or construed to impair or limit the powers and duties of any of said Board or Boards under the Laws of the Commonwealth, which powers include the power to adopt and establish policies to the extent that such policies do not contravene any express provision of this Agreement.

ARTICLE V - Maintenance of Records

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

documents placed in the unit member's file.

- 5.02** Each College shall maintain a grievance file separate from the official personnel file.
- 5.03** The Colleges shall maintain the confidentiality of these files in accordance with state and federal law.
- 5.04** Whenever any individual or individuals inspect the official personnel file of a unit member, the date and name of the individual or individuals conducting such investigation shall be noted in the file.

ARTICLE VI - Academic Freedom & Responsibility

6.01 Academic Freedom

The Board and the Association endorse the principles and standards of academic freedom and academic responsibility as generally and traditionally accepted in institutions of higher education. The parties agree to promote public understanding and support of academic freedom and agreement upon procedures to assure academic freedom in Colleges and Universities. Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher or the institution as a whole. The common good depends upon the free search for truth and its free exposition. Academic freedom is essential to these purposes and applies to both teaching and research.

Academic freedom is the right of scholars in institutions of higher education freely to study, discuss, investigate, teach, exhibit, perform and publish. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning.

The teacher is entitled to full freedom in research and in the exhibition, performance and publication of the results of said research, and to full freedom in the classroom in discussing his/her subject and most specifically in the selection of classroom materials, including the selection of texts. The teacher is entitled to discuss controversial issues. As both a teacher and scholar, the faculty member recognizes the professional obligation to present various scholarly opinions and to avoid presenting totally unrelated materials, that being fundamental to the advancement of truth.

A unit member has the right to determine the amount and character of the work and other activities the unit member pursues outside the College; provided such work and other activities do not interfere with the discharge of responsibilities under the terms of this Agreement. Unit members are entitled to freedom of expression of political belief or affiliation.

6.02 Academic Responsibilities

Academic freedom carries with it correlative responsibilities. The faculty member has the responsibility to colleagues and the College community to preserve intellectual honesty in teaching and research. The faculty member respects the free inquiry of associates and avoids interference in their work.

The parties recognize that adherence to the complementary concepts of academic freedom and academic responsibility will most nearly ensure that the greatest contributions to the several Colleges will be made by their most valuable resource, the faculty. The college or university teacher is a citizen and a member of a learned profession affiliated with an educational institution. When the faculty member speaks or

writes as a citizen, such activities should be free from institutional censorship or discipline, but the faculty member's special position in the community imposes special obligations. As a person of learning, affiliated with an educational institution, the faculty member should remember that the public may judge the teaching profession and the faculty member's utterances. Hence, the faculty member should at all times be accurate, should exercise appropriate restraint, should show respect for the opinion of others, and should make every effort to indicate when the faculty member is not an institutional spokesperson.

Institutions of higher education are committed to the search for truth and knowledge and to contributing to the solution of problems and controversies by the method of rational discussion.

6.03 Professional Development

As professional development opportunities continue to present themselves Unit members will be encouraged to participate through the individual colleges.

ARTICLE VII - Grievance Procedure

7.01 Statement of Intent

It is the intent of the parties to this Agreement to use their best efforts to encourage the informal and prompt settlement of grievances which may arise between the Association or a member(s) of the bargaining unit and the Board. In recognition of this intent, the parties agree that they shall use the procedure set forth in this Article for the resolution, strictly pursuant to the terms of this Agreement, of all disputes involving the application of this Agreement. For issues involving affirmative action and/or discrimination a unit member is encouraged to proceed under the Board of Higher Education Affirmative Action Policy, which contains a separate grievance procedure in a forum devoted exclusively to those issues. The Association further agrees that it shall not initiate proceedings in any other forum in respect of any matter that is or may become the subject of a grievance as herein before defined until it shall have first exhausted the procedures provided herein.

- 7.02 A.** Any member(s) of the bargaining unit may initiate and pursue a grievance through the first (1st) two (2) steps of the grievance procedure without intervention of the Association, provided that a representative of the Association shall be afforded the opportunity to be present at any conferences held; and provided further that any disposition made of any grievance under the Article shall not be inconsistent with the terms of the Agreement.

Any member of the bargaining unit may be represented by the Association at any step of the grievance procedure.

- B.** Failure of a grievant(s) to comply with any of the provisions of this Article shall be deemed to be a waiver of the right to seek resolution of the grievance under the terms of the Article. In determining whether there has been any such failure to comply with any of the provisions of this Article, time shall be of the essence and any failure of the grievant to comply with any of the time limits prescribed herein shall be deemed to be a waiver of the right to seek resolution of the grievance under this Article; provided, however, that the time limits prescribed herein may be extended in any specific instance by mutual agreement of the parties or by oral agreement confirmed in writing.

- C. The resolution of a grievance at any step shall not be deemed to be an admission by the Board or the Association of any violation or breach of the terms of the Agreement, or that such grievance is judicially cognizable or legally sufficient pursuant to any applicable provisions of the laws of the Commonwealth nor shall it establish any precedent nor grant to the Association or any unit member standing to initiate proceedings or pursue a remedy in any other forum.
- D. Grievance meetings shall be scheduled so as not to interfere with professional responsibilities of individuals involved.
- E. A grievance may be withdrawn without prejudice at any level.

7.03 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 designee thereof.

B. Formal Adjustments

All complaints shall be filed on a standard form. If the grievance involves an action by the Board or an action by two or more Colleges, 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 designee thereof, 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 Chancellor, or designee thereof, shall determine whether or not the grievance is of system-wide applicability or applies to the Board. If the Chancellor, or designee thereof, determines that the grievance is of system-wide applicability or applies to the Board, the Chancellor, or designee thereof, 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 Chancellor, or designee thereof, 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:

7.04 Step One - Immediate Supervisor

- A. 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 file a Step One Grievance Form (DCE-G1 p. vi) with the immediate supervisor and shall forward a copy to the President of the College or designee thereof. In the event a grievance is filed with the incorrect supervisor, the employer shall forward the grievance to the appropriate supervisor and notify the grievant thereof.
- B. The immediate supervisor shall meet with the grievant for the purpose of resolving the grievance and shall, within ten (10) calendar days of receipt of the Step One Grievance Form, render a written Step One decision on a Step One Decision Form (DCE-G4 p. ix), and shall forward a copy to the President or designee thereof.

- C. For the purposes of this Article, the immediate supervisor shall be the individual whose decision, action or omission gave rise to the grievance.

7.05 Step Two - President of the College

- A. In the event the grievance is not resolved at Step One, or the decision from the immediate supervisor is not rendered within the time specified, the grievant may then appeal the decision by filing a Step Two Grievance Form (DCE-G5 p. *x*) with the President of the College or designee thereof. The grievance shall contain all evidence upon which the grievant relies or intends to rely as supporting a claim for relief, and shall state all issues and contract violations upon which the grievance is based.
- B. The appeal shall be filed within twenty (20) calendar days of receipt of the immediate supervisor's decision or the end of the time specified for said Step One decision, whichever is sooner. Failure to file with the President of the College, or designee thereof, within the time specified, shall be deemed to be acceptance of the decision rendered at Step One.
- C. The President of the College, or designee thereof, shall meet with the grievant for the purpose of resolving the grievance and shall, within thirty (30) calendar days of receipt of the Step Two Grievance Form, render a written Step Two Decision (DCEG6 p. *xi*).

7.06 Step Three - Mediation

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

- A. The Association may appeal the Step Two decision in writing to the Chancellor, or designee thereof for mediation (on a standard form) with a copy to the President of the College, or designee thereof. The Association shall have the exclusive right to initiate mediation of a grievance. The appeal shall be filed within twenty (20) calendar days of receipt of the President's, or designee's, decision or within thirty (30) calendar days after the receipt by the President of the Step Two Grievance Form, whichever is sooner. Upon receipt of the appeal, the President of the College, or designee thereof, shall submit to the Chancellor, or designee thereof, the grievance form filed at Step Two, all evidence introduced to date, and copies of all decisions. No further contract violations may be added subsequent to the Step Two hearing; provided, however, that the grievant shall have an opportunity to provide rebuttal evidence.
- B. Failure to so file with the Chancellor, or designee thereof, within the time specified shall be deemed to be acceptance of the decision rendered at Step Two.
- C. The parties shall meet for the purpose of mediating on a bi-monthly schedule established in June for the academic year. The parties agree to maintain a list of mutually agreed upon mediators to be assigned grievances on a rotating 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.
- D. Mediator selection shall be conducted on a rotating basis except in the event a mediator is unable to schedule a mediation conference within forty (40) days from receipt of the appeal in which case the matter shall be forwarded to the next mediator in line. Not less than fourteen (14) days before the scheduled mediation, the parties

shall mutually agree on the specific grievances to be mediated on that day.

- E.** In the event one of the above arbitrators can no longer serve as a mediator, the parties shall mutually agree to a replacement. Further, it is agreed that selection of a mediator does not preclude the parties from mutually selecting the same individual to arbitrate the grievance should it be appealed to arbitration. All fees and expenses of the mediator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case.
- F.** The jurisdiction of the mediator to inquire into any issue or to make any recommendation is governed solely by the provisions of this Agreement.
- G.** Any grievance citing Article 10.03 will go to mediation only.
- H.** Subject to the provisions of this Agreement, the mediator shall have no authority or jurisdiction to:
 - 1. mediate such portion of any grievance which is removed from the jurisdiction of the mediator by the express terms of this Agreement;
 - 2. add to, alter or amend any terms or conditions of this Agreement;
 - 3. to inquire into or mediate any issue not presented by the original complaint.
- I.** Mediation shall conclude in one of the following ways:
 - 1. by 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 without resolution.
- J.** Either party may terminate this mediation procedure and revert to the appended Step Two provisions of the 1990-1993 Agreement upon notice to the other party not less than thirty (30) days prior to the expiration of this Agreement. The former Step Two provisions shall be applicable to grievances filed at Step Two on or after the expiration of this Agreement.

7.07 Step Four - Arbitration

- A.** Within forty (40) calendar days after mediation has been concluded in accordance with Section 7.06 (I) (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 Board 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 designee thereof.
 - 3. The Association shall initiate arbitration by filing a demand for arbitration with the American Arbitration Association and with the Chancellor or designee thereof within forty (40) calendar days of receipt of the decision of the Chancellor or designee thereof or where no decision has been issued within forty (40) calendar days after it was due.
 - 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. To inquire into or arbitrate any issue not presented by the original complaint.

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 his/her judgment for that of the Board 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 of the College to offer a contract of employment. Any grievance citing Article 10.03 will go to mediation only. Only those Article 16 (reference *MOA iii*) grievances alleging a violation of a procedure referenced in the contract shall go to arbitration. All other Article 16 grievances will go to mediation only. The application of the President's or designee's professional judgment is not a procedural violation.
3. Affirmative action/discrimination.

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 no award shall require the appointment of any faculty member; and provided further 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 in excess of the faculty member's salary for one session or by way of penal damages. At the discretion of the President of the College or designee thereof, implementation of any award may be deferred until the session following the issuance of the award.

E. Dismissal

If a unit member's employment is discontinued as a result of dismissal and the arbitrator determines based on clear and convincing evidence that the decision of the President of the College or designee thereof was arbitrary, capricious or unreasonable, the arbitrator shall remand the matter for reassessment by the President of the College or designee thereof of the original decision but shall not have the result or effect of granting any binding award. After remand, the President of the College

or designee thereof shall have thirty (30) days to render a new decision. If the grievant believes the decision of the President of the College or said 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 Article). On appeal, if the arbitrator determines based on clear and convincing evidence, that the decision of the President of the College or designee thereof 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 the 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 applicable time limits contained in this Article, the arbitrator may in the first decision provide a binding award in accordance with the foregoing procedures.

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

ARTICLE VIII - Notices

8.01 Written Notices, Communications, Etc.

All notices, recommendations, reports and official communications required by this Agreement shall be in writing and shall be deemed to be given if delivered by hand or if mailed certified mail, return receipt requested, or first class mail, and addressed to the person concerned at the address shown on the records of the College or if to administrators of the College or the Board to their regular place of official business. Notice may be deemed to be given by electronic communication, provided unit members have been assigned email addresses and have been provided access to a computer, and notice is consistent with the Attachment A approved list and implementation schedule.

8.02 Notice of Class Cancellations

If classes are cancelled all faculty shall be notified in accordance with the notification procedure established at each College that they need not report to work. Such procedure shall provide for either radio or telephone notice or both to be given at least one (1) hour prior to the beginning of the first (1st) scheduled class. In emergency situations, notice shall be given as soon as is practicable thereafter.

ARTICLE IX - Deduction of Dues and Agency Fee

9.01 Dues Deductions

- A. Payroll deductions for membership dues of the Association shall be authorized pursuant to applicable laws of the Commonwealth.
- B. The Association shall, at least thirty (30) days prior to the beginning of the academic year or within thirty (30) days of the effective date of this Agreement, give written notice to the Board of the amount of dues which are to be deducted on behalf of the Association and the names of the treasurers of the local affiliates of the Association.
- C. The Association shall, at least thirty (30) days prior to July 1, give written notice to each College of the amount of dues which are to be deducted on behalf of the

Association for the current dues year. No College shall be required to make more than one dues deduction for any DCE unit member per dues year. Any subsequent adjustments required shall be the responsibility of the Association.

9.02 Agency Service Fee

As a condition of employment during the term of this Agreement, every member of the bargaining unit who is not also a member of the Association shall pay or by payroll deduction shall have paid to the said Association an agency service fee that shall be in an amount no greater than such amount as is permitted by law; provided, however, that no such payment or deduction shall include any amount that represents a cost not related by the provisions of Section 3 of Article IX of the Rules and Regulations Relating to the Administration of Chapter 150E of the General Laws as such rules and regulations have been promulgated, and as they may be amended from time to time by the Labor Relations Commission. Such fee so required to be paid shall be payable by the end of the first session in the dues year in which the unit member is employed and shall be deducted in the mid-semester check, if any; otherwise, it shall be deducted in the check issued at the end of the session.

Such fee may be paid by payroll deduction if so authorized pursuant to an Agency Service Fee Deduction Authorization; provided, however, that such authorization shall be deemed to have effect only with respect to such sum as is herein provided.

Any other provisions of this Agreement to the contrary notwithstanding every unit member who shall have failed to fulfill the condition of employment as is herein prescribed shall not be offered reappointment effective the semester after the Association shall have notified the President that such unit member has not fulfilled the condition herein prescribed.

The Association shall reimburse the Board for any expenses incurred as a result of being ordered to reinstate an employee who is not reappointed at the request of the Association for not paying the agency fee. The Association shall intervene in and defend any administrative or court litigation with respect to any unit member's refusal or failure to pay the agency service fee, including, but not limited to, actions or claims arising from an employee's termination or dismissal. In such litigation, the Board shall have no obligation to defend the Association and the Association shall indemnify and hold the Board harmless from any loss occasioned by such litigation.

Any unit member who pays an agency service fee may on request obtain a rebate of part of the agency service fee in accordance with General Laws, Chapter 150E, Section 12, and Association procedures.

9.03 Dues Deduction Implementation

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

- A.** The Colleges shall send the affiliation form and membership form with the prepaid postage envelopes with the mailing of tentative assignments. The Association shall provide the prepaid postage envelopes.
- B.** The Colleges shall provide the Association a list of unit members actually teaching credit courses and the number of credits no later than the end of the second (2nd) week of the semester. In turn, the Association shall provide the Colleges with the level of union dues or agency fee payroll deduction for each individual faculty member and the original signed authorization card no later than the end of the fifth

(5th) week of the semester.

- C. The Colleges shall indicate to unit members that payment of dues or agency fees is a condition of employment.

ARTICLE X - Appointment

- 10.01** Unit members shall be given a contract stating the courses, subject areas, and salary to which the unit member has been assigned.
- 10.02** A unit member who has taught at least five (5) courses over three (3) consecutive fiscal years in the Division of Continuing Education at the College who has received a satisfactory evaluation in a work area(s) shall be eligible for a reappointment in that work area(s).

The fiscal year shall be that defined by the Division of Continuing Education at the College and any course spanning two fiscal years shall be attributed to the fiscal year in which the course begins.

Prior to making tentative appointments, the College shall provide to eligible employees as defined above a course interest and teaching availability form (attachment DCE-A p. v.)

- 10.03** A tentative appointment for one course will be offered first to those eligible unit members as defined above with the longest service in the Division of Continuing Education at the college in that work area, except under the following conditions:
 - a. the unit member receives an unsatisfactory evaluation;
 - b. if there are insufficient courses available within the work area of the unit member;
 - c. if, in the professional judgment of the President, or designee thereof, reasons exist which preclude such reappointment, the President, or designee thereof, shall provide the unit member with a written statement of the reason or reasons for the non-reappointment. The reasons for non-reappointment shall not be arbitrary or capricious.
- 10.04** For every fiscal year in which the unit member teaches or has taught at least two (2) courses, one (1) year of service shall accrue for purposes of seniority. If the two courses are in different work areas, one year of service shall accrue in each work area. Any outside entity course for which a faculty member is compensated in excess of the salary schedule shall not count towards accruing seniority.
- 10.05** Any faculty member who does not teach at least one (1) course during a fiscal year will not be eligible for unit inclusion during that year. If a faculty member does not teach at least one (1) course during two consecutive fiscal years, the faculty member will lose previously accrued seniority unless on authorized leave approved by the President of the College, or designee thereof. Leave may be authorized for up to two consecutive years. When determining seniority earned prior to this agreement pursuant to the provisions of 10.04 above, any period of two years or more during which the faculty member taught no course will constitute a break in service and no service prior to said break will accrue to a unit member's seniority.
- 10.06** If a faculty member is offered and accepts a course which is subsequently cancelled, there will be no break in previously accrued seniority or credit towards eligibility for

reappointment.

- 10.07** By August 15 of each year, the MCCC/MTA shall be provided with the official list of eligible faculty members, including seniority by work area(s), based upon information available at the College for the five years preceding the fiscal year in which seniority is considered for appointment under this article. When the initial list is published, faculty members shall have thirty days to challenge their relative placement on the list and, upon providing documentation acceptable to the College, the list shall be adjusted appropriately.
- 10.08** As a condition of employment, unit members will be required to have a resume on file.
- 10.09** Courses that are offered through a contract with an entity outside the College shall not be subject to this article. Whenever a course or courses is or are available to be taught by a unit member through an outside entity, the College shall provide a list of courses with the expected salary range, title of the course and the sponsoring outside entity to the local chapter president or designee at the College, and post a notice on the designated bulletin board(s) for DCE unit members. In cases where the College receives notice of less than ten (10) calendar days, the posting requirement may be waived. All unit members may indicate their interest to the Dean of DCE or designee in teaching one or more of these courses.
- 10.10** At the end of every session, each College shall forward to the Association President, or designee thereof, a list of all outside entity courses as defined in Article I, including those credit courses not taught by unit members. The list shall include the names of the faculty, the titles of the courses, names of the sponsoring outside entity, salary and credit for each course offered.
- 10.11** The provisions of paragraphs 10.02 through and including 10.07 shall not apply to unit members teaching one student in a directed/independent study.
- 10.12** Tentative assignments will not be based on a willingness to teach the course under enrolled.

ARTICLE XI - Evaluation

11.01 Evaluation Objectives

The evaluation of unit members is directed to the following objectives:

- a. assessment of the professional performance of the unit member;
- b. improvement of performance and quality of instruction; and,
- c. to provide one of the factors which may be considered in making subsequent appointments.

11.02 Student Evaluation

- a. All unit members shall be subject to student evaluations each semester in each course taught.
- b. The President of the College, or designee thereof, shall be responsible for determining the administration of the student evaluation process.
- c. Student evaluation packets for each class containing instruments and instructions shall be distributed to each unit member during the second or third to the last week of the class.
- d. It is expressly agreed that the unit 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 this

instrument. The administering of the student evaluation shall be the responsibility of the President of the College, or designee thereof, who shall determine who shall administer such student evaluation.

- e. The raw data from the student evaluation shall be retained by the College for a period of one (1) year during which time the unit member shall have access thereto upon written request.
- f. The President of the College, or designee(s) thereof, shall review the tabulated data and forward an evaluation to the unit member.
- g. The unit member shall have seven (7) working days in which to respond to the evaluation.

11.03 Course Materials

- a. The unit member shall forward to the President of the College, or designee thereof, no later than the end of the first (1st) week of classes in each session a course syllabus, which shall contain at a minimum all items listed in the "Checklist for Course Materials" appended hereto.
- b. Prior to receiving final payment for the session, the unit member will forward to the President of the College, or designee thereof, copies of all major exams. The College will maintain the confidentiality of these materials.
- c. The President of the College, or designee thereof, shall review the course materials and in so doing may seek additional information from other sources deemed appropriate.

11.04 Classroom Observation

Classroom observations shall be conducted at least once for all unit members who have not met the threshold for reappointment as defined in Section 10.02 of Article 10. Effective fall 2006 classroom observations shall be conducted on DCE form E4. Classroom observations may be conducted for any unit member, at the discretion of the President of the College, or designee thereof, for stated written reasons. Results of said observation shall be communicated to the unit member in writing. The unit member shall be afforded the opportunity to discuss the classroom observation with the evaluator and to respond in writing.

11.05 Comprehensive Evaluation

The President of the College, or designee thereof, may review each unit member's performance, including student evaluations, classroom observation, if any, and all material in the personnel file, and forward a written evaluation to every unit member who has been so evaluated. The unit member shall be afforded the opportunity to respond in writing.

- 11.06** Courses that are offered through a contract with an entity outside the College shall not be subject to this article; provided, however, that if members of the general public have enrolled in such courses, the contractual student evaluation shall be administered as well as any other evaluation instrument or process requested by the outside entity.

ARTICLE XII - Dismissal

- 12.01** Dismissal is defined as the discharging of a unit member for just cause prior to the expiration of the appointment of said unit member and shall not be invoked except through due process.

- 12.02** A unit member whose dismissal is recommended by the appropriate College official shall be notified in writing of the reasons therefore.
- 12.03** The affected unit member shall be afforded a reasonable time to respond, in writing, to the aforementioned notice of impending dismissal.

ARTICLE XIII - Workload

13.01 Definition

Workload shall consist at a minimum of:

1. instruction in both traditional and non-traditional learning modes;
2. instructional preparation;
3. assessment of student performance; including submission of final grades in a timely fashion;
4. an obligation on the part of the unit member to be available to students by appointment when mutually convenient;
5. not more than one faculty meeting per session.

A unit member has full freedom in the selection of textbooks in accordance with Article VI, except in instances of late hiring and where past practices of the College provide for the department selection of texts; provided, however, that DCE unit members have the right to participate at their initiative in the departmental selection of texts, wherever possible.

- 13.02** The College shall notify the unit member of tentative assignments within five (5) weeks prior to the beginning of classes where practicable.
- 13.03** Confirmation of course assignments shall be made with as much notice as practicable, and shall be followed up in writing in accordance with the provisions of Article X.
- 13.04** In the event classes are cancelled due to inclement weather, other emergency, or recognized college holiday or whenever a regularly scheduled class is not held for whatever reason, the unit member will be responsible for completing the obligations of the employment contract and subject matter content in one of the following ways with the prior approval of the College:
1. schedule a meeting of the class on another day that is mutually agreeable to the unit member, the students and the College;
 2. begin earlier and/or end class later for as many sessions required to compensate for the time missed;
 3. assign a paper, project, or a self-directed learning experience which will require a time span equivalent to one class period;

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

- 13.05** Unit members shall not be expected to teach more than forty (40) students per course in each class or more than thirty (30) students per course for the instruction of English Composition, English as a Second Language, Introductory Foreign Languages, and remedial and/or developmental courses; to be determined by the number of students enrolled at the end of the add/drop period. The President of the College, or designee thereof, reserves the right to exceed these limits if the assistance of teacher aides is

provided, in non-traditional/learning modes or with the written consent of the unit member for each student over the maximum.

- 13.06** Courses that are offered through a contract with an entity outside the College shall not subject to this article.
- 13.07** Failure of a unit member to comply with these workload provisions may subject the unit member to progressive disciplinary action. Notwithstanding, the Employer retains the rights established pursuant to Article 12.01.

ARTICLE XIV - Salary

- 14.01** Effective in the summer session in June 2005, the salary schedule at each College shall be adjusted as follows:

Step 1 - \$774.00 per credit
Step 2 - \$829.00 per credit
Step 3 - \$891.00 per credit
Step 4 - \$936.00 per credit

The calculation of which shall include any additional compensation for a lab component. The lab component of a course shall be calculated at a 1.5:1 ratio and the salary schedule shall not apply to the lab component or to any clinical instruction compensated on an hourly basis. Implementation of the lab ratio shall not reduce the compensation of any unit member.

- 14.02** Effective in the fall session in September 2006, the salary schedule at each College shall be adjusted as follows:

Step 1 - \$797.00 per credit
Step 2 - \$854.00 per credit
Step 3 - \$918.00 per credit
Step 4 - \$964.00 per credit

The calculation of which shall include any additional compensation for a lab component. The lab component of a course shall be calculated at a 1.5:1 ratio and the salary schedule shall not apply to the lab component or to any clinical instruction compensated on an hourly basis. Implementation of the lab ratio shall not reduce the compensation of any unit member.

- 14.03** Effective in the fall session in September 2007, the salary schedule at each College shall be adjusted as follows:

Step 1 - \$821.00 per credit
Step 2 - \$880.00 per credit
Step 3 - \$946.00 per credit
Step 4 - \$993.00 per credit

The calculation of which shall include any additional compensation for a lab component. The lab component of a course shall be calculated at a 1.5:1 ratio and the minimum and maximum shall not apply to the lab component or to any clinical instruction compensated on an hourly basis. Implementation of the lab ratio shall not reduce the compensation of any unit member.

14.04 Unit members compensated on an hourly basis shall receive the following increases to their current hourly rate during the term of this Agreement:

Effective in the summer session, June 2005 – 3%
 Effective in the fall session, September 2006 – 3%
 Effective in the fall session, September 2007 – 3%

14.05 The salary schedule set forth in 14.01, 14.02, 14.03 and 14.04, and illustrated below, shall be implemented in accord with the following guidelines:

- A. A new faculty member would normally be employed at Step 1, but may, at the discretion of the President or designee, be placed at Step 2 or Step 3 on the above schedule based upon degrees, experience, and qualifications.
- B. A unit member who has taught at least five (5) courses in the Division of Continuing Education at the College shall advance from Step 1 to Step 2, or from Step 2 to Step 3, upon teaching a sixth (6th) course.
- C. A unit member who has at least eight years of seniority in the Division of Continuing Education at the College shall advance to Step 4 in the salary schedule.
- D. The implementation of this schedule shall not reduce the compensation of any unit member.

Per Credit Salary Chart

	Summer 2005	Fall 2006	Fall 2007
Increase	3%	3%	3%
Step 1	\$774.00	\$797.00	\$821.00
Step 2	\$829.00	\$854.00	\$880.00
Step 3	\$891.00	\$918.00	\$946.00
Step 4	\$936.00	\$964.00	\$993.00

14.06 In the event a College wishes to run a course that is by its definition under enrolled, the College may offer the faculty member reduced compensation to teach that course, which the faculty member may accept or decline. If the faculty member declines the College may appoint another faculty member to teach the course. The reduced compensation shall be computed on a per capita basis.

14.07 Course enrollment shall be determined after the second class meeting or after the second week in which that class meets, whichever is later.

14.08 It is understood and recognized by the parties that there are special or technical courses in certain disciplines where the College does not or cannot employ in DCE a qualified individual at the salaries outlined above, therefore, the parties agree that the President of

the College, or designee thereof, shall have sole discretion to determine when to exercise this option. It is further agreed that these instances shall be the exception rather than the rule.

- 14.09** Courses that are offered through a contract with an entity outside the College shall not be subject to this article; provided, however, that if a unit member is not compensated according to the salary schedule the unit member shall not accrue seniority for that course.
- 14.10** For the traditional fall and spring semesters payment will be made in no fewer than three equally distributed installments, provided the last installment shall be paid upon completion of all obligations including grade submission. For all other sessions, payment will be made in one installment upon completion of all obligations including submission of grades.
- 14.11** The provisions of this article shall not apply to unit members teaching one student in a directed/independent study; unit members shall receive full student tuition as compensation for said directed/independent study.

ARTICLE XV - Savings Clause

- 15.01** If any of the provisions of this Agreement shall in any manner conflict with or contravene any federal or state law, statute or the rules and regulations promulgated thereunder, such provisions shall be considered null and void and shall not be binding on the parties. The Board and the Association acknowledge that during the negotiations which resulted in this Agreement each had the ultimate right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the applicable areas of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement and shall constitute the sole Agreement between the parties.

In recognition of this fact the Board and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they signed this Agreement; provided, however, that nothing in this Article shall prohibit the parties from conducting negotiations during the term of this Agreement regarding the impact on terms and conditions of the Board or its successor to close any College or to merge any College with another educational institutional to consolidate, discontinue, or transfer existing functions, educational activities and programs.

The provisions of this Article notwithstanding, the parties may by mutual agreement upon the request of one (1) or both parties reopen negotiations on the provisions of this Agreement no more than six (6) months prior to the expiration date provided in Article XVI.

ARTICLE XVI - Duration

This Agreement shall be in full force and effect from June 1, 2005 through May 31, 2008.

SIGNATURE PAGE

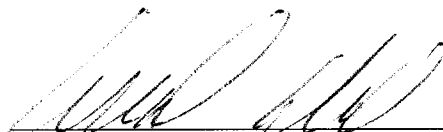
For the Massachusetts
Board of Higher Education and
Massachusetts Community Colleges



Daniel M. Asquino, President
Mount Wachusett Community College

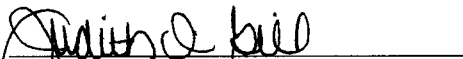
Date: 5/8/05

For the Massachusetts
Community College Council
MTA/NEA



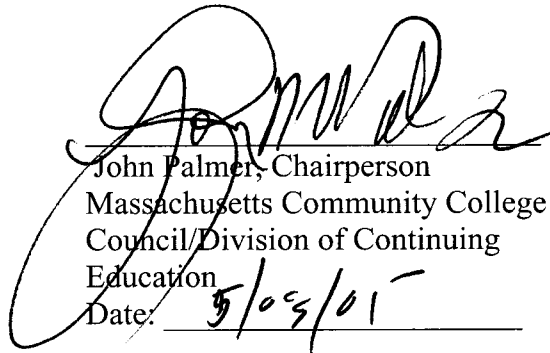
Richard Doud, President
Massachusetts Community College
Council

Date: 4/29/05



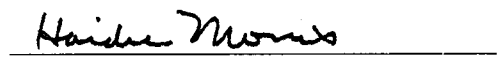
Judith Gill, Chancellor
Board of Higher Education

Date: 5/16/05



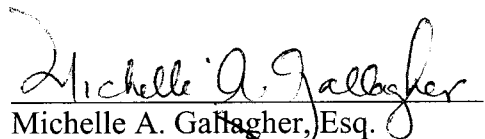
John Palmer, Chairperson
Massachusetts Community College
Council/Division of Continuing
Education

Date: 5/09/05



Haidee Morris, Labor Counsel
Office of the General Counsel
Massachusetts Community Colleges

Date: 4.29.05



Michelle A. Gallagher, Esq.
Consultant, Massachusetts Teachers
Association

Date: 5/3/05

Memorandum of Agreement

The parties agree that full enrollment, for the purpose of determining compensation according to the salary schedule, shall be eighteen (18) at Springfield Technical and fifteen (15) at Holyoke Community College.

For the Council:

/s/ Henry Stewart
Henry Stewart, Chief Negotiator
Massachusetts Regional Community Colleges

Date: May 16, 1996

For the MCCC:

/s/ James Bradley
James Bradley, Bargaining Chair
Massachusetts Community College
Council/MTA/NEA

Date: April 5, 1996

Memorandum of Agreement

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

For the Board:

For the MCCC:

/s/Cyntha Denehy
Cynthia Denehy, Esq.
Office of Community College

/s/Phil Mahler
Phil Mahler, President
MCCC/MTA/NEA

Date: Dec. 1, 2000

Date: Jan. 4, 2001

Memorandum of Agreement

Article XVI - Day Contract

Amend Article 16.02 as follows:

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

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

For the Council:

/s/ Henry Stewart
Henry Stewart, Chief Negotiator
Massachusetts Regional Community Colleges

Date: May 16, 1996
87725

For the MCCC:

/s/ James Bradley
James Bradley, Bargaining Chair
Massachusetts Community College
Council/MTA/NEA

Date: April 5, 1996

Memorandum of Agreement

The parties agree that should a successor agreement to the 2005-2008 collective bargaining agreement not be reached by the start of the fall semester, September 2008, the following salary increase shall be implemented:

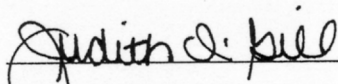
Effective in the fall semester, September 2008, the salary schedule at each college shall be adjusted as follows:

Step 1 - \$846.00 per credit
Step 2 - \$906.00 per credit
Step 3 - \$974.00 per credit
Step 4 - \$1,023.00 per credit

The calculation of which shall include any additional compensation for a lab component. The lab component of a course shall be calculated at a 1.5:1 ratio and the salary schedule shall not apply to the lab component or to any clinical instruction compensated on an hourly basis. Implementation of the lab ratio shall not reduce the compensation of any unit member.

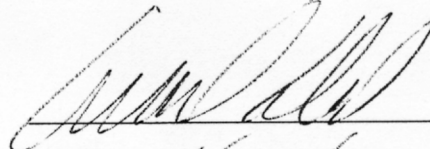
Unit members compensated on an hourly basis shall receive the following increase to their current rate: Effective fall semester, September 2008 – 3%.

For the Employer:



Date: 5/16/05

For the MCCC:



Date: 4/29/05

Form DCE-A

TEACHING AVAILABILITY FORM

TO: DCE Instructors
FROM:
Subject: Teaching Availability

Please complete the form below to indicate your availability to teach in the _____ semester:

Day(s) of the Week	Times (A.M. and P.M.)
_____	_____
_____	_____
_____	_____
_____	_____

Please indicate those course(s) in your work area(s) that you are interested in teaching and would accept:

COURSE	SEC	COURSE TITLE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Please return this form by _____. If not returned by this date we will assume that you do not wish to teach this semester.

Work Area(s)

Name (Please Print)

Telephone Number

Signature

Date

NOTE: This Memorandum does not constitute a guarantee or agreement that any particular course or time schedule will be offered or available.

For the Board: _____

Year: _____

Board No.: _____

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

Description of Evidence
(Include Dates of Correspondence)

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

For the Board: _____

Year: _____

Board No.: _____

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

Description of Evidence
(Include Dates of Correspondence)

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

DIVISION OF CONTINUING EDUCATION
STEP ONE DECISION

For the Board: _____

Year: _____

Board No.: _____

GRIEVANT: _____

COLLEGE: _____

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

1. Statement of Facts:

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

3. Decision and Reason(s) for Decision:

4. Remedy offered, if appropriate:

Immediate Supervisor

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

cc: Joseph Rizzo, MCCC DCE Grievance Coordinator, 44 Governor Dinsmore Road, Windham, NH, 03087

Michelle Gallagher, MTA Consultant for Higher Education, MCCC/MTA, 20 Ashburton Place, Boston, MA 02108.

President of the College

N.B. You have the right to appeal this Decision to Step Two by filing an appeal on Form DCE-G5 within twenty (20) calendar days after receipt of this decision.

Form DCE-G5

DIVISION OF CONTINUING EDUCATION
STEP TWO COMPLAINT

For the Board: _____

Year: _____

Board No.: _____

TO: PRESIDENT _____

FROM: GRIEVANT _____

Grievance Issue(s) _____

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

Signature Date

Home Address (include zip code)

Telephone

cc: Joseph Rizzo, MCCC DCE Grievance Coordinator, 44 Governor Dinsmore Road, Windham, NH, 03087

Michelle Gallagher, MTA Consultant for Higher Education, MCCC/MTA, 20 Ashburton Place, Boston, Boston, MA 02108.

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

Form DCE-G6

DIVISION OF CONTINUING EDUCATION
STEP TWO DECISION

For the Board: _____

Year: _____

Board No.: _____

GRIEVANT: _____

HOME ADDRESS: _____

After reviewing the Step One grievance record submitted by the Immediate Supervisor, new evidence submitted at Step Two, if any, and matters discussed with you at the meeting held 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

cc: Joseph Rizzo, MCCC DCE Grievance Coordinator, 44 Governor Dinsmore Road, Windham, NH, 03087

Michelle Gallagher, MTA Consultant for Higher Education, MCCC/MTA, 20 Ashburton Place, Boston, MA 02108.

N.B. Only the MCCC/MTA has the right to appeal this Decision to arbitration or, mediation, as appropriate. An arbitration/mediation approval request (Form DCE-G8) must be submitted to the MCCC DCE Grievance Coordinator within ten (10) calendar days after your receive this Decision.

Form DCE-G7

DIVISION OF CONTINUING EDUCATION
MEDIATION APPROVAL REQUEST
STEP THREE

To be completed by the grievant and forwarded to the DCE Grievance Coordinator within ten (10) calendar days after receipt of the Step Two Decision.

For the Board: _____

Year: _____

Board No.: _____

TO: Joe Rizzo, MCCC/ DCE
Grievance Coordinator
44 Governor Dinsmore Road
Windham, NH, 03087

GRIEVANT: _____

COLLEGE: _____

DATE OF DECISION OF PRESIDENT: _____

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 mediation, by the MCCC/MTA grievance committee.

REMEDY SEEKING: _____

Signature Date

cc: Michelle Gallagher, MTA Consultant for Higher Education, MCCC/MTA, 20 Ashburton Place, Boston, MA 02108.

Form DCE-G8

DIVISION OF CONTINUING EDUCATION
MEDIATION DECLARATION

For the Board: _____

Year: _____

Board No.: _____

GRIEVANT: _____

COLLEGE: _____

DATE OF MEDIATION: _____

MEDIATOR: _____

This form is being completed by:

Mediator

Employer

Union/Grievant

RECOMMENDATION IN CONCLUSION: _____

Signature

Date

cc: Mediator
Employer
Union

Form DCE-G9

DIVISION OF CONTINUING EDUCATION
ARBITRATION APPROVAL REQUEST
STEP FOUR

To be completed by the grievant and forwarded to the DCE Grievance Coordinator within ten (10) calendar days after receipt of the Mediation Declaration (DCE-G8).

For the Board: _____

Year: _____

Board No.: _____

TO: Joe Rizzo, MCCC/ DCE
Grievance Coordinator
44 Governor Dinsmore Road
Windham, NH, 03087

GRIEVANT: _____

COLLEGE: _____

DATE OF DECLARATION: _____

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

REMEDY SEEKING: _____

Signature Date

cc: Michelle Gallagher, MTA Consultant for Higher Education, MCCC/MTA, 20 Ashburton Place, Boston, MA 02108.

Form DCE-E1

**DIVISION OF CONTINUING EDUCATION
COURSE/INSTRUCTIONAL MATERIALS CHECKLIST FORM**

Faculty Member: _____

Course Title and Section: _____

Year and Semester: _____

CHECKLIST FOR COURSE SYLLABUS

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

Form DCE-E2

**DIVISION OF CONTINUING EDUCATION
EVALUATION OF INSTRUCTOR**

Course Number:

Instructor:

- 5 - Excellent
- 4 - Very Good
- 3 - Fair
- 2 - Poor
- 1 - Unsatisfactory

Please read first: The purpose of this form is to evaluate your instructor's performance. Please read each statement carefully and then indicate your rating by placing a check mark under the response you have chosen.

	5	4	3	2	1	N/A
1. How well did the course meet the published course description?	_____	_____	_____	_____	_____	_____
2. How well were the instructional objectives of the course explained?	_____	_____	_____	_____	_____	_____
3. To what extent were the instructional objectives accomplished?	_____	_____	_____	_____	_____	_____
4. How well was the course organized?	_____	_____	_____	_____	_____	_____
5. How well prepared was the instructor?	_____	_____	_____	_____	_____	_____
6. How effective was the instructor's presentation?	_____	_____	_____	_____	_____	_____
7. How well do you think the instructor had a grasp of his/her subject matter and related fields?	_____	_____	_____	_____	_____	_____
8. To what degree do you think the method of instruction was appropriate to the course objectives?	_____	_____	_____	_____	_____	_____
9. To what extent did the instructor stimulate thinking or relate course concepts in a systematic manner?	_____	_____	_____	_____	_____	_____
10. To what degree did the instructor provide an opportunity for student questions?	_____	_____	_____	_____	_____	_____
11. How well did the instructor respond to student questions?	_____	_____	_____	_____	_____	_____
12. To what degree were students encouraged and given the opportunity to participate in class?	_____	_____	_____	_____	_____	_____
13. To what degree did the instructor return assignments and tests in a timely fashion?	_____	_____	_____	_____	_____	_____
14. How fair was the instructor's method of evaluation of student performance?	_____	_____	_____	_____	_____	_____
15. How closely did the instructor's method of evaluating student performance conform with the course syllabus?	_____	_____	_____	_____	_____	_____
16. Did the instructor meet with and help you when requested?	_____	_____	_____	_____	_____	_____
17. To what extent did the instructor start and end class at scheduled times?	_____	_____	_____	_____	_____	_____
18. How effective overall was the assigned text as a learning aid?	_____	_____	_____	_____	_____	_____
19. How effective overall were the supplementary course materials as learning aids?	_____	_____	_____	_____	_____	_____

Evaluation of Instructor

Would you take a course from this instructor again? Yes ____ No ____

Comments (print legibly) _____

DIVISION OF CONTINUING EDUCATION
CLASSROOM OBSERVATION

Instructor's Name:
Evaluator's Name and Title:
Course Name and #:
College Campus:
Room:
Date:
Time:

Part One: *Assessment of instructor's teaching effectiveness* with regard to content mastery, content organization, methodology of delivery, relevancy of material to course being taught, and use of technology and other teaching aids if applicable.

Part Two: *Assessment of instructor's teaching effectiveness with regard to the ability to provide clear feedback to student questions and the ability to motivate and stimulate student thought and discussion in the classroom.*

Classroom Observation Overall Teaching Effectiveness:

Instructor Comments (if any):

Faculty Signature:
Date:

Evaluator Signature:
Date:

Form DCE-E4

**DIVISION OF CONTINUING EDUCATION
COMPREHENSIVE EVALUATION**

Unit Member: _____

Session/Year: _____

Course(s) Taught: _____

Evaluator: _____ Title: _____

Evaluator's Comments:

Unit Member's Comments (if any):

I have read and received a copy of these
comments.

Evaluator

Unit Member

Date: _____

Date: _____

Attachment A

Electronic Information Committee Itemized Listing

1. Availability Form
2. Tentative Assignment/Letter of Appointment
3. Membership Form – link to MCCC website
4. Minimum Enrollment Form
5. Notice of Student Evaluations
6. Classroom Observation Notice
7. Membership lists (Art. 9.03)
8. Outside Entity Information (10.09, 10.10)
10. Seniority Lists

Specifically excluded: notices of discipline and termination or non-reappointment.

Attachment B

Distance Education Agreement