

Ratified
~~Tentative~~ Memorandum of Agreement between
The Massachusetts Board of Higher Education/Massachusetts Community Colleges and
The Massachusetts Community College Council/MTA/NEA
for the Division of Continuing Education
June 1, 2009 – May 31, 2012

The Massachusetts Board of Higher Education/Massachusetts Community Colleges and the Massachusetts Community College Council/MTA/NEA hereby agree that the terms of the June 1, 2005 – May 31, 2008, Collective Bargaining Agreement, as previously extended through May 31, 2009, shall remain in full force and effect except as amended below:

1. **Preamble:** Insert new section at the beginning of the Agreement entitled “*Preamble*” with the following language:

“This Agreement is entered into by and between the Board of Higher Education (“Board”) or its successor and the Massachusetts Community College Council/Massachusetts Teachers Association/National Education Association (“Association”) as the exclusive bargaining representatives for all employees in the bargaining unit described in Article I. Both parties to this Agreement recognize the unique contributions of the Community Colleges in providing quality continuing education programs that are responsive to both the educational needs of a diverse student body and the region’s intellectual, cultural, and economic development. This Agreement has as its purpose the promotion of harmonious relations between the Employer and the Association, consistent with the provisions of Chapter 150E of the Massachusetts General Laws. Providing affordable, quality continuing education credit programs to students seeking academic and/or career success within the Community College System is our primary purpose.”

2. **Article 1.01**—Change “*Board of Higher Education (Board)*” to “*Board*”
3. **Article 1.02 Definitions**
 - (a) Add the following language to Art. 1.02: “*Day shall mean calendar day unless otherwise specified.*”
 - (b) Change “*calendar day*” to “*day*” throughout this Agreement unless otherwise specified.
4. **Article 2.01 Fair Practices**

Amend Art. 2.01 by replacing current language with the following language:

“The Board and the Association recognize and affirm their commitment to the policy of non-discrimination on the basis of race, creed, religion, color, gender, sexual orientation, age, disability, genetic information, maternity leave, and national origin.”
5. **Article 2.05 Association Representatives**

Replace “*Chancellor*” with “*Commissioner*” throughout the Agreement.
6. **Article 2.07 Relevant Information**

Move to Art. 8.01 with no language change (Move current Art. 8.01 *Written Notices, Communications, Etc.* to Art. 8.02 and move current Art. 8.02 *Notice of Class Cancellations* to Art. 8.03).
7. **Article 2.08 Electronic Communications**—Delete Art. 2.08. Insert *Electronic Communications MOA* at end of Agreement (Attachment 2).
8. **Article 2.09 Under Enrollment Committee**—Delete Art. 2.09
Insert *Payment for Under-Enrolled Courses MOA* at end of Agreement (Attachment 3).

9. Add new **Article 2.07** as follows:

“2.07 DCE Management Association Committee on Employee Relations

There shall be established at each Community College a DCE Management Association Committee on Employee Relations (DCE MACER) comprised of three management representatives appointed by the President of the College and three DCE unit members appointed by the President of the Chapter. The DCE MACER committee shall discuss matters of mutual concern to the local DCE unit members and the College. The Committee shall have no power to negotiate, alter, or amend the terms of this Agreement. There shall be at least two meetings in each of the Fall and Spring semesters provided, however, that the parties at each College may mutually agree to meet more often as necessary.”

10. **ARTICLE III - Use of Board Facilities**—Change “Board” in Article’s title to “College”

11. **Article 3.01 – Facilities in General**

Insert “DCE MACER shall” in place of “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”

12. **Article 7.02 (A)** —Insert “pursue a grievance through the first three (3) steps of the grievance procedure” in place of “pursue a grievance through the first (1st) two (2) steps of the grievance procedure”

13. **Article 7.04 (B)**—Replace “ten (10) calendar days” with “fifteen (15) days” (see Form DCE-G4)

14. **Article 7.06 (A)**— Replace current language in Article 7.06 Step Three-Mediation, section A with the following:

“The grievant may appeal the Step Two decision in writing on a Step 3 Mediation Request form (DCE-G7) to the Commissioner, or designee thereof, for mediation with a copy to the President of the College, or designee thereof. The appeal shall be filed within twenty (20) days of receipt of the President or designee’s Step Two Decision (DCE-G6) or within thirty (30) days after the receipt by the President of the Step Two Grievance form (DCE-G5), whichever is sooner. Upon receipt of the appeal, the President of the College, or designee thereof, shall submit to the Commissioner, or designee thereof, the grievance form filed at Step Two (DCE-G5), 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.”

15. **Article VIII – Notices**

- (a) Change Article’s title to “**Notices, Information, and Communications.**”
- (b) Move 2.07 Relevant Information to 8.01 Relevant Information with no change to language;
- (c) Renumber the current Articles 8.01 and 8.02 as 8.02 and 8.03 with no other change to language.

16. **Article IX—Deduction of Dues and Agency Fee**

- (a) **9.02 Agency Fees**—Replace the term “Labor Relations Commission” with “Division of Labor Relations”
- (b) **9.03 Dues Deduction Implementation**—Replace the term “Union” with “Association”

17. **Article 10.02**—Add the following final sentence: “It is assumed that faculty who do not complete and submit the Teaching Availability Form (DCE-A) are not interested in teaching a course that semester.”

18. **Article 11.02 – Student Evaluation**—Add the following sentence to the end of subsection “f.”:
“Questions 20-22 are not tabulated with questions 1-19 but are separately tabulated.”

19. **Article 13.04**—Add as new first sentence: *“Classes shall be held as scheduled, including during finals week.”* and add new subsection: *“4. by another method proposed by the unit member and approved by the appropriate dean.”*

20. **Article 13.05**— Replace the current language with the following new class size language:

“Class size for traditional didactic classes are limited to a maximum enrollment of thirty-two (32) students per course as of the end of the add/drop period except that English Composition, English as a Second Language, Introductory Foreign Languages, and remedial/ developmental courses are limited to twenty-two (22) students as of the end of the add/drop period. The President of the College, or designee thereof, has the right to exceed these limits if the assistance of teacher aides is provided, in courses taught by more than one unit member at any time during the semester, in non-traditional/learning modes, or with the written consent of the unit member for each student over the maximum.”

21. **Article 14.01**—Change the first two paragraphs as follows (retaining third paragraph):
Effective June 1, 2009, the salary schedule at each College shall be as follows:

<i>Step 1</i>	<i>\$ 846 per credit</i>
<i>Step 2</i>	<i>\$ 906 per credit</i>
<i>Step 3</i>	<i>\$ 974 per credit</i>
<i>Step 4</i>	<i>\$1,023 per credit</i>

22. **Article 14.02**—Change the first two paragraphs as follows (retaining third paragraph):
Effective spring session 2011, the salary schedule at each College shall be as follows:

<i>Step 1</i>	<i>\$ 859 per credit</i>
<i>Step 2</i>	<i>\$ 920 per credit</i>
<i>Step 3</i>	<i>\$ 989 per credit</i>
<i>Step 4</i>	<i>\$1,038 per credit</i>

23. **Article 14.03**—Change the first two paragraphs as follows (retaining third paragraph):
Effective spring session 2012, the salary schedule at each College shall be as follows:

<i>Step 1</i>	<i>\$ 889 per credit</i>
<i>Step 2</i>	<i>\$ 952 per credit</i>
<i>Step 3</i>	<i>\$1,023 per credit</i>
<i>Step 4</i>	<i>\$1,075 per credit</i>

24. **Article 14.04**—Retain first paragraph; change hourly rates as follows:

<i>Effective in the spring session, January 2011</i>	<i>1.5 percent</i>
<i>Effective in the spring session, January 2012</i>	<i>3.5 percent</i>

25. **Article 14.05--** Amend Article 14.05 (B) by replacing the existing language with the following:

“14.05 (B) A unit member shall advance from Step 1 to Step 2, or from Step 2 to Step 3 if hired at Step 2, upon teaching a sixth (6th) course in the Division of Continuing Education at the College. This step advancement will occur even if the sixth course is taught concurrently with the fifth course. A unit member may be paid at multiple steps in the same semester.”

Move existing subsection C to D and subsection D to a new subsection E. Add new subsection C language:

“14.05 (C) A unit member shall advance from Step 2 to Step 3 upon teaching an eleventh (11th) course in the Division of Continuing Education at the College. This step advancement will occur for the eleventh course even if the eleventh course is taught concurrently with the tenth course. A unit member may be paid at multiple steps in the same semester.”

Update *Per Credit Salary Chart* as follows:

<i>Increase</i>	<i>Fall 2009 - 2010</i>	<i>Spring 2011</i>	<i>Spring 2012</i>
	<i>0 %</i>	<i>1.5 %</i>	<i>3.5%</i>
<i>Step 1</i>	<i>\$ 846</i>	<i>\$858</i>	<i>\$889</i>
<i>Step 2</i>	<i>\$906</i>	<i>\$920</i>	<i>\$952</i>
<i>Step 3</i>	<i>\$974</i>	<i>\$989</i>	<i>\$1,023</i>
<i>Step 4</i>	<i>\$1,023</i>	<i>\$1,038</i>	<i>\$1,075</i>

26. **Article 14.10** – replace language as follows:

“The parties to this contract understand that HRCMS is incorporating unit members into its statewide payroll system effective with academic year 2009-2010. The parties shall meet prior to academic year 2010-2011 to discuss matters pertaining to the HRCMS pay system and schedule(s).”

27. **Article XVI-Duration**—Replace “June 1, 2005 through May 31, 2008” with “June 1, 2009, through May 31, 2012.”

28. **Memorandum of Agreement (MOA)** -- There are changes involving four (4) MOAs as follows:

- Remove 1996 MOA regarding Springfield Technical Community College & Holyoke Community College.
- Insert Memorandum of Agreement regarding the implementation of salary increases in the event a successor agreement is not reached by September 2012. (See Attachment 1)
- Insert *Memorandum of Agreement on Electronic Communications*. (See Attachment 2)
- Insert *Memorandum of Agreement on Payment for Under-Enrolled Courses*. (See Attachment 3)
- Replace reference to “MOA iii” in Article 7.07(C)(2) with “MOA XVI—Day Contract”.

29. **Forms:**

- (a) Amend all forms to reflect current MTA Consultant for Higher Education, Miles B. Stern.
- (b) Change title of *Form DCE-G1: Step One Complaint* to *Form DCE-G1: Step One Grievance*.
- (c) Amend *Form DCE-G4: Step One Decision* by changing “Date (must be issued within thirty (30) days after receipt of grievance)” to “Date (must be issued within fifteen (15) days after receipt of grievance)”. (see Art. 7.04)

- (d) Amend *Forms DCE-G1 and DCE-G4* by adding to the “cc” list: “*College Human Resources Office.*”
- (e) Replace *Form DCE-G5: Step Two Complaint* with revised *Form DCE-G5: Step Two Grievance* (Attachment 4).
- (f) Amend *Form DCE-G6: Step Two Decision* by eliminating entire “N.B.” paragraph at bottom.
- (g) Replace *Form DCE-G7: Mediation Approval Request Step Three* with revised **DCE-G7** *Step Three Mediation Request* (Attachment 5).
- (h) Amend *Form DCE-G9: Arbitration Approval Request Step Four* by changing the first paragraph to read “*To be completed by the grievant and forwarded to the DCE Grievance Coordinator within ten (10) days after conclusion of mediation and/or after receipt of the Mediation Declaration form (DCE-G8).*”
- (i) Replace *Form DCE-E2 Evaluation of Instructor* with new *Form DCE-E2 Evaluation of Instructor* (Attachment 6).
- (j) Delete references to form page numbers throughout contract.

Memorandum of Agreement

The parties agree that should a successor agreement to the 2009-2012 collective bargaining agreement not be reached by the start of the fall semester, September 2012, the following salary increase shall be implemented:

Effective in the spring semester, January 2013, the salary schedule at each college shall be adjusted as follows:

- Step 1 - \$920.00 per credit
- Step 2 - \$985.00 per credit
- Step 3 - \$1,059.00 per credit
- Step 4 - \$1,112.00 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 spring semester, January 2013 – 3.5%.

For the Employer:

For the MCCC:

Date_____

Date_____

Memorandum of Agreement

Electronic Communications

In the interest of improving electronic communications on a consistent basis among the Community Colleges the parties agree to establish the following two committees:

- A. In recognition that the use of electronic communications to exchange information is beneficial to both parties, the parties agree to establish a joint committee consisting of four members appointed by the Colleges and four members appointed by the MCCC to build upon the work performed by the joint committee established in Article 2.08 of the 2005-2008 Agreement. This committee shall identify the current status of electronic communications and formulate a system-wide implementation plan, recognizing individual college's information needs and capabilities. The parties agree to form this committee within thirty (30) days from the execution of this agreement and also agree that the committee shall submit a preliminary or final report to both parties no later than six (6) months from the execution of this Agreement.

- B. In recognition that it is mutually beneficial for forms and communications required by this Agreement to be consistent within the Community College system to the greatest extent possible, the parties agree to establish a joint committee consisting of three members appointed by the Colleges and three members appointed by the MCCC to recommend standard content and design of forms required by this Agreement. This committee shall take into account the importance of forms and communications being designed so they may be utilized electronically. The parties agree to form this committee within thirty days from the execution of this agreement and also agree that the committee shall submit a preliminary or final report to both parties no later than six months from the execution of this Agreement.

For the Employer:

For the MCCC:

Date _____

Date _____

**Memorandum of Agreement
Payment for Under-Enrolled Courses**

Consistent with the Memorandum of Agreement executed May 17, 2007 the parties hereby agree to the following:

Consistent with the language of Article 14.06, the parties agree as follows regarding compensation for faculty teaching under-enrolled courses which the College chooses to run and pay reduced compensation on a per capita basis.

1. Compensation should be calculated on a per student /per credit basis according to the following schedule up to but not exceeding full salary:

<u>Per credit/per student</u>	<u>Step I</u>	<u>Step II</u>	<u>Step III</u>	<u>Step IV</u>
<u>Fall 2009</u>	<u>\$70.50</u>	<u>\$75.50</u>	<u>\$81.17</u>	<u>\$85.25</u>
<u>Spring 2011</u>	<u>\$71.58</u>	<u>\$76.67</u>	<u>\$82.42</u>	<u>\$86.50</u>
<u>Spring 2012</u>	<u>\$74.08</u>	<u>\$79.33</u>	<u>\$85.25</u>	<u>\$89.58</u>
<u>Spring 2013</u>	<u>\$76.67</u>	<u>\$82.08</u>	<u>\$88.25</u>	<u>\$92.67</u>

The Spring 2013 increases noted above shall be implemented only if the 2009-2012 Agreement is extended pursuant to the MOA.

2. Compensation for lab hours shall be calculated on a 1 to 1.5 hours basis consistent with the current collective bargaining agreement (2/3rd the rate).

<u>Per credit/per credit</u>	<u>Step I</u>	<u>Step II</u>	<u>Step III</u>	<u>Step IV</u>
<u>Fall 2009</u>	<u>\$47.00</u>	<u>\$50.33</u>	<u>\$54.11</u>	<u>\$56.83</u>
<u>Spring 2011</u>	<u>\$47.72</u>	<u>\$51.11</u>	<u>\$54.94</u>	<u>\$57.67</u>
<u>Spring 2012</u>	<u>\$49.39</u>	<u>\$52.89</u>	<u>\$56.83</u>	<u>\$59.72</u>
<u>Spring 2013</u>	<u>\$51.11</u>	<u>\$54.72</u>	<u>\$58.83</u>	<u>\$61.78</u>

The Spring 2013 increases noted above shall be implemented only if the 2009-2012 Agreement is extended pursuant to the MOA.

3. Going forward each per capita/per credit step rate will be adjusted consistent with compensation scheduled increases in the DCE collective bargaining agreement and with future increases which may be negotiated in successor agreements.
4. The parties recognize that each College has the authority to determine whether a course will be offered or run. This compensation schedule is not intended to impinge on that authority.

For the Employer:

For the MCCC:

Date _____

Date _____

Attachment 4

Form DCE-G5

DIVISION OF CONTINUING EDUCATION
STEP TWO GRIEVANCE

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: Miles Stern, MTA Consultant for Higher Education, MCCC/MTA, 20 Ashburton Place,
Boston, MA 02108.

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

College Human Resources Office

**N.B. This appeal must be filed within twenty (20) calendar days after receipt of the Step
One Decision.**

**Form DCE-G7 DIVISION OF CONTINUING EDUCATION
STEP THREE MEDIATION REQUEST**

To be completed by the grievant and forwarded to the Office of the General Counsel for the Community Colleges within twenty (20) days after receipt of the Step Two Decision or within thirty (30) days after the receipt by the President of the Step Two Grievance Form (DCE-G5), whichever is sooner [see Art. 7.06(A)].

For the Board: _____

Year: _____

Board No.: _____

TO: Office of the General Counsel for the Community Colleges
 c/o Middlesex Community College
 Main Campus, Building #2
 Springs Road
 Bedford, MA 01730

GRIEVANT: _____

COLLEGE: _____

DATE OF DECISION OF PRESIDENT: _____

Please be advised that I am hereby submitting notice of my election to proceed to Step Three, Mediation, of the grievance procedure.

REMEDY SEEKING:

Signature

Date

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

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

 President of the College

 College Human Resources Office

Form DCE-E2**DIVISION OF CONTINUING EDUCATION -- EVALUATION OF INSTRUCTOR**

Course Number:

Instructor:

Please read first: The purpose of this form is to evaluate your instructor's performance. Please read each statement carefully and fill in one circle per line using a No. 2 pencil.

	5 Excellent	4 Very Good	3 Good	2 Fair	1 Poor	0 Very Poor	N/A
1. How well did the course meet the published course description?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. How well were the course goals explained?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. To what extent did you learn what you were supposed to learn in this course?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. How well organized was the course?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. How well prepared was the instructor?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6. How well did the instructor explain the material?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7. How well did the instructor understand the course subject matter?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
8. How well did the instructor's teaching help you learn?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
9. How well did the instructor make you think about what you were learning?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
10. How well did the instructor provide an opportunity for student questions?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
11. How well did the instructor answer questions so that students could better understand the material?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
12. How well were students given the opportunity to participate actively in class?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
13. How well did the instructor return assignments and tests in a timely manner?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
14. To what extent did the instructor grade fairly?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
15. How well did the instructor help you when you asked for help?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
16. How well did the instructor start and end class at the scheduled times?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
17. How effective was the instructor?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
18. How well did the textbook(s) help you learn?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
19. How well did the extra course materials help you learn?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
20. What do you think your grade for this course will be?	<input type="radio"/> A	<input type="radio"/> B	<input type="radio"/> C	<input type="radio"/> D	<input type="radio"/> F	<input type="radio"/> unsure	<input type="radio"/> N/A
21. Approximately how many hours a week have you spent on this course?	<input type="radio"/> 0-1	<input type="radio"/> 2-5	<input type="radio"/> 6-10	<input type="radio"/> 11-15	<input type="radio"/> 16-20	<input type="radio"/> more than 20	
22. Would you take a course from this instructor again?	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> unsure				

Comments (print legibly)

Please provide any additional comments you may have regarding the instructor or the course. These comments will be used to help improve the course. Your instructor will not see the comments until after final grades have been submitted. You may use the back of the form for additional comments. Thank you.