

# **AGREEMENT**

by and between

**The Massachusetts Board of Higher Education**

and the

**Massachusetts Community College Council  
MCCC/MTA/NEA**

for

**Full-time and Part-time Day  
Faculty and Professional Staff**

**For Academic Years  
2021-22 / 2022-23**

**July 1, 2021 – June 30, 2023**

## **Bargaining Team Representatives**

### **Massachusetts Community College Council (MCCC)**

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Lisa Coole, Professor of Sociology, MSCC, Team Chair (from June 1, 2022)

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Margaret Wong, Professor of English, QCC, Ex-Officio as MCCC President (until June 1, 2022)

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## PREAMBLE

This Agreement is entered into by and between the Board of Higher Education or its successor (hereinafter the Employer) and the Massachusetts Teachers Association/Massachusetts Community College Council (hereinafter the Association) as the exclusive bargaining representative for all employees in the bargaining unit described in Article I. Both parties to this Agreement recognize the unique contributions of the community colleges to education in this Commonwealth. Further, the parties recognize the need to strengthen and secure community college education. This Agreement has as its purpose the promotion of harmonious relations between the Employer and the Association. The parties declare their commitment to maintaining and improving the quality of educational services offered by the Community Colleges. To this end, the parties recognize their statutory obligations pursuant to the provisions of General Laws, Chapter 150E, and the rules and regulations promulgated thereunder, to negotiate in good faith with respect to wages, hours, standards of productivity and performance, and other terms and conditions of employment. The parties are committed to explore other effective approaches to bargaining and labor relations.

Both parties recognize and declare that providing quality higher education and services to the citizenry of the Commonwealth with the broadest accessibility is their mutual goal. The education of our students is our primary purpose.

In recognition of these obligations it is hereby agreed as follows:

## ARTICLE I – RECOGNITION AND DEFINITIONS

### 1.01 Recognition

The Employer hereby recognizes the Association as the exclusive bargaining representative with respect to conditions of employment for all regular full-time employees occupying the positions delineated in Article I-Appendix A and for all regular part-time faculty teaching credit courses and all part-time daytime academic support personnel including employees holding the job classifications listed in Article I-Appendix A.

The Board agrees to apply the applicable provisions of this Agreement to those employees whose source of remuneration is derived from non-state appropriated funds and who perform the functions of any of those positions delineated in Article I-Appendix A, to the extent that the terms of their respective grants or non-state appropriated funding source and the level of funding thereunder allow, as determined by the President of the College or the President's designee. It is understood that the following Articles of this Agreement shall not apply to those individuals occupying said full-time positions, except as otherwise provided in this Agreement:

Article XI Appointment and Reappointment  
Article XIX Retrenchment

### 1.02 Definitions

**Academic Year-** a period of time encompassing two (2) semesters, beginning no earlier than September 1 and ending no later than May 31, exclusive of Commencement.

**Administration-** all professional employees of the Employer who are not members of the bargaining unit as described in Article I-Appendix A.

**Administrator-** a non-unit professional employee.

**Association-** the Massachusetts Community College Council/Massachusetts Teachers Association, an affiliate of the National Education Association.

**Association Representative-** a member of the Association who has been designated as a representative by the Association President in writing to the President of the College; also, a representative of the Massachusetts Teachers Association or the National Education Association as designated by the Association President to the President of the College.

**Cause-** shall mean just cause.

**Classification Study-**hereinafter referred to as "Study", refers to the Commonwealth of Massachusetts Board of Higher Education Classification and Compensation Study within the Massachusetts Community College Council Unit, dated August 20, 1999, as amended.

**College President-** the President of a Community College or an individual acting in that capacity as duly appointed by the Employer in accordance with General Laws, Chapter 15A or successor as amended or superseded.

**Colleges-** all facilities and properties of a Community College now or hereinafter established by the Employer pursuant to General Laws, Chapter 15A.

**Commissioner-** the Commissioner of the Board of Higher Education or an individual acting in that capacity as duly appointed by the Employer, in accordance with General Laws, Chapter 15A or successor as amended or superseded.

**Coordinator (College-wide)-** a unit member who is appointed in accordance with Article XVI and who performs administrative or other non-instructional duties in the development or implementation of a college-wide program or activity in accordance with Article XII.

**Complaint-** a written statement setting forth a grievance as hereinafter defined, which includes a statement of all the known facts pertaining to the alleged breach on which the grievance is based, including but not limited to the date(s) when the breach allegedly occurred, the specific contractual provisions alleged to have been breached, the remedy requested.

**Curriculum Coordinator-** a unit member who functions in a similar manner as a department chairperson but is responsible for a smaller work area.

**Department Chairperson (Work Area)-** a unit member performing the duties delineated in Article 20.05.

**Department Chairperson (Program)-** a unit member performing the duties delineated in Article 20.06 and who may be assigned responsibility to assist in the implementation of a College program and/or curriculum, defined as a series of courses customarily leading to a certificate or associate degree and which accreditation, licensure or other external governing agencies require a member defined within the unit to perform supervisory functions for approval, maintenance and continuance of the program.

**Dismissal-** the discharge of any unit member for just cause prior to the expiration of that unit member's appointment.

**Employer-** the Board of Higher Education or any College Board of Trustees as defined in General Laws, Chapter 15A or successor as amended or superseded, whichever the case may be as provided in Article XXVII.

**Faculty-** unit members occupying full-time positions as instructor, assistant professor, associate professor or professor.

**Field-Based Type Work-** off-campus educational experience where the faculty member is not responsible for delivering instruction but is responsible for ensuring that instruction is delivered.

**Grievance-** an allegation by a unit member(s) or by the Association that a specific provision of the Agreement has been breached in its application to the unit member(s) or the Association.

**Grievant-** a unit member(s) or the Association who seeks a resolution of a grievance pursuant to Article X.

**HR/CMS-** the term HR/CMS shall mean the Human Resources/Compensation Management System implemented by the Commonwealth of Massachusetts.

**Lay Off Status-** the status of a unit member who has been retrenched pursuant to Article XIX.

**Part-time Faculty-** a unit member whose responsibilities may include teaching credit courses during any part of the academic year. Absent exceptional circumstances, no part-time faculty member shall be assigned more than three three-credit courses or their equivalent during any single semester.

**Part-time Professional Staff Member-** a unit member employed for any part of the fiscal year including employees holding the job classifications listed in Article I- Appendix A whose primary duties are other than teaching and who are employed to work less than thirty-seven and one-half (37 1/2) hours a week.

**Professional Judgment-** every decision to renew or fail to renew a professional appointment, to terminate any such appointment, to grant or refuse to grant academic tenure, promotion, professional leave, sabbatical leave, educational needs/professional development awards, performance-based salary adjustments, and evaluation results shall be deemed to have been made pursuant to an exercise of professional judgment; and every grievance that, explicitly or by implication, questions the merits of any such decision, but of no other decision, shall be deemed to be a grievance that questions an exercise of professional judgment. In matters of professional judgment, said decision is limited by the specific terms of this Agreement.

**Professional Staff Member-** a unit member whose primary duties are other than teaching.

**Recall-** the removal for cause of a person from that person's position as department chairperson but not the separation of said person from the service of the College.

**Retrenchment-** the discontinued employment of a unit member prior to the expiration of that unit member's term of appointment through no fault or delinquency of that unit member, pursuant to Article XIX.

**Salary Recommended-** means either "Range/Step" or "Proposed Salaries" in the Study.

**Seniority-** continuous full-time and part-time service by a unit member at that unit member's College, which is deemed to commence with the unit member's effective date of employment as a unit member. For salary purposes only, seniority is based upon the sum of the seniorities which a unit member has earned, without a break in service, at all of the Massachusetts Community Colleges and/or at a unit of a public institution of higher education that was merged with a Massachusetts Community College.

**Spending Plan-** as listed by the Commonwealth of Massachusetts' expenditure code, the College's projected expenditures for the current fiscal year compiled after notification by the Employer of the College's allocations.

**Temporary Employee-** one employed as a unit member to substitute for a unit member holding a regular, multiple year, or tenured appointment for a period of one (1) year or less for the purpose of replacing a unit member on leave or whose employment ended prior to the completion of the fiscal or academic year.

**Tenure-** an appointment which vests a right to continued employment at a College without limit of time subject to dismissal for just cause in accordance with Article XIII A and XV and retrenchment in accordance with Article XIX.

**Termination-** the non-renewal of a contract of a non-tenured unit member.

**Transfer -** the appointment by the Employer of a unit member to a faculty or professional staff position at the same rank or classification in the same or another College in the Community College System.

**Types of Assigned Courses:**

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

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

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

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

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

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

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

**Unit Member-** an employee of the Employer occupying a position as defined in Article I and as delineated in Article I-Appendix A.

**Vacancy-** a position for which funding is available and which the administration intends to fill.

**Work Area-** those specific work areas designated by the administration as work areas.

**1.03 New Positions Added**

The Employer recognizes its obligation under the provisions of General Laws, Chapter 150E, to bargain in good faith over the addition of any professional positions within the bargaining unit in excess of the total number of existing bargaining unit positions at a College.

**1.04 Jurisdiction**

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

## ARTICLE I—APPENDIX A

The bargaining unit contains the following positions as described in Article 1.01:

### **Position**

Instructor	Coordinator Student Assessment
Assistant Professor	Coordinator Television Programming
Associate Professor	Disabilities Counselor
Professor	Enrollment Counselor
	ESL Skills Specialist
	Financial Aid Assistant
Academic Coordinator	Financial Aid Counselor
Academic Counselor	Fitness Center Coordinator
Admissions Counselor	Grants Writer
Admissions Coordinator	Health Care Counselor
Assessment Assistant	Help Desk Technician
Assessment Officer	Instructional Support Technician
Assistant Coordinator Student Activities	Lead Teacher
Assistant Librarian	Learning Disabilities Specialist/Transition
Assistant Registrar	Learning Specialist
Biology Laboratory Technician	Learning Specialist Disability Services
Career Development Counselor	Librarian
Career Development/VA Counselor	Literacy Specialist Adult Education
Career Placement Counselor	Programmer/Analyst
Career Services Representative	Publications Coordinator
Community/Outreach Counselor	Recruitment Counselor
Coordinator Academic Computing	Reference Librarian
Coordinator Alternative Studies	Senior Academic Counselor
Coordinator Athletics	Senior Admissions Counselor
Coordinator Career Planning/Placement	Senior Community/Outreach Counselor
Coordinator College Graphics	Senior Learning Specialist/Critical Thinking
Coordinator Cooperative Education	Senior Programmer
Coordinator Disability Services	Senior Financial Aid Counselor
Coordinator Financial Aid	Senior Staff Assistant
Coordinator Fine Arts Center	Senior Special Programs Coordinator
Coordinator Forensic Laboratory	Special Programs Coordinator
Coordinator Health Services	Senior Technical Specialist
Coordinator Instructional Technology	Staff Assistant
Coordinator Learning Resources	Student Activity Officer
Coordinator Library Services	Teacher
Coordinator Multi-Cultural Center	Technical Services Librarian
Coordinator Returning Adults Center	Technical Specialist
Coordinator Student Activities	Transfer Counselor
	Travel Agent Program Coordinator

Article I-Appendix A will be revised as a result of further negotiations between the parties during the term of this Agreement.

## ARTICLE II – RELATIONSHIP BETWEEN ASSOCIATION AND EMPLOYER

### **2.01 Fair Practices**

The Employer and the Association recognize and affirm their commitment to the policy of non-discrimination with regard to race, color, creed, religion, national origin, ancestry, age, gender, disability, sexual orientation, family status, gender identity, gender expression, genetic information, veteran or military status and membership in any other class protected by law.

### **2.02 Complaints**

The administration shall within fourteen (14) calendar days send or communicate to a unit member any written complaint or material which the administration believes would adversely affect that unit member's employment status.

### **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 the President's designee 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 Employer 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**

- A. The President of the Association shall furnish the Commissioner or Commissioner's designee 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 Commissioner or Commissioner's designee as to who shall be that representative's alternate.
- B. The President of the Association shall notify by July 1 of each year the Commissioner or Commissioner's designee and the Presidents of the affected Colleges or their designees of the names of unit members who have been certified to have been approved by the President of the Association for a workload reduction. The Employer shall provide each Chapter President with a workload reduction of one (1) course section per semester without cost to the Association. The Employer shall provide two (2) course sections per semester work load reduction (aggregate of four per academic year) for distribution to the Association's state-wide President, Vice President, Treasurer, or Secretary without cost to the Association. The Association shall pay for an additional thirteen (13) course sections per semester at the Level 3 rate of pay under the Association's Division of Continuing Education collective bargaining agreement. Colleges will be permitted, but shall not be required, to enter into agreements granting additional reassigned time. Such additional reassigned time shall be paid for by the Association at the Level 3 rate of pay under the Association's Division of Continuing Education collective bargaining agreement.

Unit members who receive a workload reduction shall teach at least one (1) course per semester. No College shall be required to provide more than three (3) sections of unpaid workload reduction in any semester. Unit members who receive a workload reduction under this Article shall receive a proportional reduction in office hours in accordance with Article XII, 12.03.C.1 and Appendix A, Section B.

For purposes of this Article, seven (7) clock hours reassigned time per week shall be considered one (1) section of reassigned time for professional staff. The provisions of Section 2.05.B shall not apply to part-time unit members.

- C. The Association shall also notify the Presidents of Colleges by July 1 of each year of the names of each Chapter President or Chapter President's designee who has been certified for a workload reduction. Such workload reduction shall be subject to the approval of the President of the College or the President's designee. Each College shall make every reasonable effort to schedule such unit members to the maximum opportunity to participate in the workload reduction provided herein. The provisions of Section 2.05.C shall not apply to part-time unit members.
- D. No part-time unit member shall receive reassigned time with pay.

## **2.06 Relevant Information**

The Employer shall provide to the Association President or the President's designee in accordance with Chapter 150E such information as is necessary for the proper discharge of its duties as the exclusive bargaining agent. Such information shall be provided by October 15 of each year and shall include, but not be limited to,

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

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

- The tentative class schedule for all full-time faculty members for the subsequent semester no later than the dates by which the faculty members must be notified of these tentative schedules as provided in Article XII, and
- The class schedules of all faculty members whose class schedules differ from their tentative class schedules no later than the end of the first week of classes each semester.

In accordance with Article XVI, the President of the College or the President's designee shall provide to the President of the Association or the President's designee and the Chapter President copies of

- All unit vacancies within three (3) days after the President of the College or the President's designee determines that a vacancy exists.

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

## **2.07 Association Leave**

- A. All meetings referred to in this section shall be scheduled so as to provide the least disruption of classes. No meetings referred to in this section which a part-time unit member is required to attend shall be scheduled during the part-time unit member's work time unless the President of the College or designee has approved an alternate work schedule; no part-time unit member shall receive reassigned time with pay.

- B. When it is necessary, pursuant to the Grievance Procedure in Article X of this Agreement, for a representative designated by the Association to attend a hearing during a work day, that representative shall upon notice to that representative's immediate supervisor be released without loss of pay as necessary in order to participate in the foregoing activities. Any person whose appearance in such hearings as a witness is necessary shall, when possible, obtain coverage for that person's classes satisfactory to the President of the College.
- C. When the Board of Directors' meetings of the Association are scheduled during normal working hours of a work day, unit member representatives to such meetings shall be relieved from all regular duties without loss of pay; provided, however, that such release from duties shall be limited to no more than ten (10) meetings. The President of the Association shall notify the Commissioner or Commissioner's designee and the Presidents of the affected Colleges of the names of the Board of Directors and the dates of the ten (10) scheduled Board of Directors' meetings prior to September 1. Whenever it becomes necessary to schedule additional meetings of the Association's Board of Directors, such members may be released; provided, however, that they first obtain coverage for their classes satisfactory to the President of the College.
- D. Leave of absence with pay may be granted for officers, delegates or alternates of employee organizations for the purpose of attending conventions of their organizations; this shall not apply to part-time unit members.

**2.08 Grievance Meetings**

See Article 10.02.G.

**2.09 Orientation**

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

**ARTICLE II-A — SPECIAL JOINT STUDY COMMITTEE**

There shall be established under this Agreement a Special Joint Study Committee according to the following provisions:

- 2A.01** There shall be appointed eight (8) members: the Employer shall appoint three (3) Community College Presidents and the Board of Higher Education Director of Employee and Labor Relations; the President of the Massachusetts Community College Council shall appoint three (3) officers of the Council and a representative or officer of the Massachusetts Teachers Association.
- 2A.02** The Committee shall meet no less than six (6) times per year, unless mutually agreed otherwise.
- 2A.03** The Committee may ask a neutral to join them on occasion as a useful catalyst in creating a problem-solving atmosphere; either management's representatives or the Association's representatives may invite resource persons to attend committee meetings.
- 2A.04** The Committee shall make rules of order within which to operate.



**2A.05** All fees and expenses of the Committee (including those necessary to retain a neutral) shall be divided equally between the parties to this Agreement.

The Committee during the life of this Agreement shall:

1. Resolve matters of mutual concern between the parties to this Agreement.
2. Address issues which require in-depth study and discussion.
3. Explore and identify root causes of current problems between the parties with a view of resolving all such problems.

All reports, findings and recommendations of the Special Joint Study Committee shall be expeditiously given to the Commissioner of the Board of Higher Education and the President of the Massachusetts Community College Council.

## **ARTICLE III – USE OF EMPLOYER FACILITIES**

### **3.01 Facility Use**

Upon request in writing made to the President of a College or to the President's designee, 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 twenty-four (24) hours prior to the time requested for the meeting.

### **3.02 Bulletin Boards**

The President of each College or the President's designee shall assign at least two (2) bulletin boards 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.

### **3.03 Intra-College Mail**

The Association shall be permitted to use the intra-college mail system for the distribution of Association communications. All notices so placed shall bear the signature of the President of the Association or the President's designee(s).

### **3.04 Unit Facilities and Services**

The Employer shall make reasonable efforts to maintain at each College:

1. Office space currently being used or office space that may become available for the Association for on-campus contract administration;
2. Existing furnished employee lounges, restroom and eating facilities;
3. Existing assigned space and necessary equipment to carry out their assigned duties;
4. Existing parking facilities;
5. Existing telephones where currently operating;
6. Existing custodial, secretarial and technical assistance.

The President of the College or the President's designee shall consult with the Chapter President of the Association or the President's designee prior to altering the level of existing facilities or services listed herein and currently in use by unit members.

### **3.05 Access to College Facilities**

The Employer agrees to make available to unit members access to their work areas and offices on the same basis and to the same extent as such facilities are made available to other College employees, subject, however, to applicable Board of Higher Education policy, rules and regulations governing access to College facilities.

## **ARTICLE IV – THE RIGHTS & RESPONSIBILITIES OF THE EMPLOYER**

**4.01** All management's rights and functions, except those which are clearly and explicitly abridged by the specific terms of this Agreement, shall remain vested with the Employer. These exclusive rights include, but are not limited to, the following:

1. To the executive management and administrative control of its Colleges and their properties and facilities;
2. To hire all employees, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion, and to promote and transfer all such employees;
3. To establish courses of instruction, including special programs and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Employer;

4. To decide upon the means and methods of instruction; the duties, responsibilities, and assignment of teachers and other employees with respect to administrative and non-teaching activities; and the terms and conditions of employment;
5. To establish the standards of productivity of its employees; and
6. To establish policies, rules and regulations and practices in carrying out its responsibilities.

**4.02** The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the Commonwealth of Massachusetts and the Constitution and laws of the United States. Nothing contained in this Agreement shall be deemed or construed to impair or limit the powers and duties of the Employer under the laws of the Commonwealth.

**4.03** It is understood that the matters contained in this Article are not subject to the grievance and arbitration procedures in this Agreement, except as to the limitation stated in this Agreement or unless it can be shown that in the exercise of these rights the Employer acted unreasonably and to the detriment of employee rights.

#### **ARTICLE IV-A – COLLEGE GOVERNANCE**

**4A.01** The Employer recognizes the importance of the advisory role of unit members in matters of College governance, including the improvement and development of academic programs and resources. The Employer and the Association recognize that advisory organizations currently exist within the Community College System and that the structures and procedures established by such bodies vary among the Colleges in response to differing conditions, interests and needs of each College. Such advisory organizations or similar organizations shall be maintained or created at each College, after consultation with the Association, to insure advisory comment from unit members and other constituencies of the College. A governance structure shall provide for an open forum for discussion and information sharing for the purpose of providing the President of the College with advisory input prior to the promulgation of College policy.

**4A.02** The Employer recognizes the importance of the role of unit members in the selection process of unit members; provided, however, that unit members shall also participate in the selection process of administrators where they are currently allowed to do so pursuant to an established and continuous college-wide past practice or written College rule; provided further that the President of the College shall select unit members to serve on selection committees for these purposes after first consulting with the members of the appropriate division/department/work area. This section (4A.02) shall not apply to part-time unit members.

#### **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 that 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 Employer.

If any additional material 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 that unit member's files.

**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 – DEDUCTION OF DUES**

### **6.01 Dues Deductions**

A. Payroll deductions for membership dues of the Association or voluntary contributions to VOTE pursuant to the process agreed to by the Joint Study Committee 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 Employer of a schedule of the amount of dues which are to be deducted on behalf of the Association and the names of the treasurers of the chapters of the Association, provided that, with respect to part-time unit members, the Employer shall make reasonable efforts to provide payroll deductions and shall implement a payroll mechanism when administratively feasible.

C. The schedule of the amount of dues which are to be deducted on behalf of the Association for unit members shall stipulate the amount based on the first HR/CMS payroll with which the deductions begin and part-time status.

## **ARTICLE VII – ACADEMIC FREEDOM AND RESPONSIBILITY**

### **7.01 Academic Freedom**

The Employer 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 the instructor's research, to full freedom in the classroom in discussing the instructor's subject, and, most specifically, in the selection of the instructor's classroom materials, including the selection of texts. The instructor is entitled to discuss

controversial issues. As both an instructor and scholar, the instructor recognizes the instructor's professional obligation to present various scholarly opinions and to avoid presenting totally unrelated materials, that being fundamental to the advancement of truth.

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

## **7.02 Academic Responsibilities**

Academic freedom carries with it correlative responsibilities.

The faculty member has the responsibility to the faculty member's colleagues and the College community to preserve intellectual honesty in the faculty member's teaching and research. The faculty member respects the free inquiry of the faculty member's 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 instructor speaks or writes as a citizen, the instructor should be free from institutional censorship or discipline, but the instructor's special position in the community imposes special obligations. As a person of learning, affiliated with an educational institution, the instructor should remember that the public may judge the instructor's profession and the instructor's utterances. Hence, the instructor 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 instructor 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.

## **ARTICLE VIII – AFFIRMATIVE ACTION**

- 8.01** The Employer and the Association recognize and affirm their commitment to the policy of nondiscrimination, equal opportunity and affirmative action in all aspects of employment, including, but not limited to, recruitment, selection, placement, tenure, wages, training, retrenchment, promotion and termination. The Employer and the Association recognize that the realization of equal opportunity shall be based on their mutually cooperative good faith efforts to achieve full and prompt utilization of women and minorities through the Employer's Affirmative Action Policy.
- 8.02** The Employer agrees that it will not alter or change any provision of this collective bargaining agreement by the implementation of any Affirmative Action Policy.
- 8.03** The Employer and the Association agree to cooperate in the administration of the Employer's Affirmative Action Policy and in the implementation of any Affirmative Action Policy as may be adopted by the Employer based on or mandated by federal or state law; the Employer further agrees that any Affirmative Action Policy which may be developed by it shall be subject to the provisions of Chapter 150E. The Employer agrees further to bargain with the Association concerning any impact an Affirmative Action Policy required by federal or state law may

have on matters covered by Chapter 150E as it relates to the Association as the exclusive collective bargaining representative for all categories of employees described in Article I-Appendix A of this Agreement.

## ARTICLE IX – SUPPLEMENTAL BENEFITS<sup>1</sup>

### 9.01 *Authorized Leaves with Pay*

#### A. Sick Leave

##### 1. Entitlement

All faculty members shall be entitled to seventy-five (75) hours [ten (10) days] of sick leave for each academic year of service. All professional staff members shall be entitled to one hundred twelve and one half (112.5) hours [fifteen (15) days] of sick leave for each year of service. Sick leave credit shall begin with the first (1st) full month of employment and accumulate hourly as follows:

- a. Faculty members shall accumulate at the rate of 0.051230 hours of sick leave per hour of employment [one and one-ninth (1 1/9) days of sick leave for each full month of employment].
- b. Professional staff members shall accumulate at the rate of 0.057692 hours of sick leave per hour of employment [one and one-quarter (1 1/4) days of sick leave for each full month of employment].

Credits for periods of less than one (1) full month's employment shall not be allowed. Sick leave not used in any year may be accumulated. No person shall be entitled to a leave of absence with pay on account of sickness in excess of the accumulated sick leave then due, except as provided under Section 9.01.A.4 - Sick Leave Bank.

##### 2. Reinstatement

Unit members who are reinstated shall be credited with sick leave credits as have accrued at the termination of their previous service. No credit for previous service may be allowed where reinstatement occurs after an absence of three (3) years or more from the date of termination of their previous service unless approval of the Employer is secured for any of the following reasons:

- a. Illness of such person and not because of illness of that person's immediate family;
- b. Dismissal through no fault or delinquency attributable to such person; or
- c. Injury while in the service of the Commonwealth in the line of that person's duties for which such person would be entitled to receive Worker's Compensation benefits.

##### 3. Use of Sick Leave

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

- a. When a unit member cannot perform that unit member's duties because that member is incapacitated by personal illness or injury;
- b. When, through exposure to contagious disease, the presence of the person at that individual's post of duty would jeopardize the health of others;
- c. In case of serious illness of husband, wife, child, parent of either spouse or of any other person subject to these rules, or of any person living in the immediate household of a person subject to these rules.

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

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<sup>1</sup> Note: HR/CMS tracks employee time in hours only. In Article IX many units of time are shown in an hourly rate and in the equivalent daily/weekly/monthly units. The equivalent daily/weekly/monthly units are shown in brackets "[ ]".

#### 4. Sick Leave Bank

- a. Upon the date of execution of this Agreement, there shall be established, or continued in the case of those Colleges having previously so established, a Sick Leave Bank.
- b. During the term of this Agreement, a unit member who is not a member of the Sick Leave Bank will automatically become so during the month of October. Seven and one-half (7.5) hours [one (1) day] of that unit member's personal sick leave accumulation will be assigned to the sick leave bank. If a unit member does not want to be a member of the sick leave bank, that unit member shall provide by October 30 written notice to the President of the College or the President's designee that the unit member is not assigning to the Employer seven and one-half (7.5) hours [one (1) day] of that unit member's personal sick leave accumulation.
- c. The President of the College or the President's designee shall maintain a register of the membership and the number of sick leave days accumulated in the Bank.
- d. Five (5) working days after the exhaustion of a sick leave bank member's personal sick leave accumulation, compensatory time, and personal leave accumulation, every member of the Sick Leave Bank shall be entitled to draw upon the Sick Leave Bank, effective thereafter upon notice to the President of the College. The granting of such sick leave shall be subject to the same criteria as regular sick leave days and shall be in all other respects consistent with Employer policy; provided, however, that such sick leave shall be available only for the illness of the employee and not for the illness of the family.
- e. Whenever the accumulation of sick leave days in the Sick Leave Bank shall have fallen to three hundred seventy-five (375) hours [fifty (50) days], the President of the College or the President's designee shall notify all members. Thereafter, seven and one-half (7.5) hours [one (1) personal sick leave day] from each member's accumulated sick leave shall be assigned to the Bank unless a member notifies the President of the College or the President's designee in writing within five (5) days of receipt of said notice that that member does not wish to remain a member; provided, however, that any member of the Sick Leave Bank wishing to remain a member thereof and who shall have exhausted that member's personal sick leave accumulation on the date of the giving of such notice, shall assign such additional days within fifteen (15) days after the date on which such member is entitled to personal sick leave and shall retain all rights in the Bank until such period of assigning an additional day shall have expired.

No unit member may draw upon the Sick Leave Bank in excess of the number of days to which that unit member is entitled as determined by the administration.

A unit member who receives disability compensation provided by statute and who is entitled to any personal sick leave allowance may take so much of that unit member's personal sick leave allowance payment which, when added to the amount of disability compensation provided by statute, shall result in the payment to that unit member of that unit member's full salary. The Sick Leave Bank shall not be used for this purpose.

#### 5. Certification and Notification of Sick Leave Status

Unless otherwise provided on a regular basis by HR/CMS, the President of the College or the President's designee shall notify every unit member on or before September 15 of each year of the number of sick leave hours accumulated to that unit member's credit as of September 1.

Unit members shall be paid twenty percent (20%) of the value of their unused accrued sick leave at the time of their retirement; provided, however, that such payment shall not enlarge or diminish those pension benefits for which a unit member would otherwise be entitled. Upon the death of a unit member an amount equal to twenty percent (20%) of the value of that unit member's unused accrued sick leave shall be paid to that unit member's estate.

Whenever because of prolonged illness, the accumulated sick leave of a unit member is expended, the unit member may request from the Employer an extension of sick leave benefits for the purposes provided in this Article.

6. Sick Leave for Part-time Faculty and Professional Staff

Part-time faculty and professional staff members who are non-benefitted will receive paid sick leave benefits on a prorated basis as follows:

- a. Part-time faculty members shall accumulate leave at the hourly rate listed in 9.01.A.1.a.
- b. Part-time professional staff members shall accumulate leave at the hourly rate listed in 9.01.A.1.b.
- c. Sick leave shall begin accruing at the above rates upon the date of hire.

**B. Bereavement Leave**

Upon notification to the President of the College or the President's designee of the death of the spouse, domestic partner, child or step-child of a unit member subject to this Agreement, leave of absence with pay may be granted for a period not exceeding seven (7) consecutive work days. Upon notification to the President of the College or the President's designee of the death of the grandparents, parent of either spouse, grandchildren, stepparent, stepbrother, stepsister, brother, sister, of a unit member subject to this Agreement, or of a person living in the immediate household of a unit member subject to this Agreement, a leave of absence with pay may be granted for a period not exceeding four (4) consecutive work days. Upon notification to the President of the College or the President's designee of the death of a brother-in-law or sister-in-law of a unit member subject to this Agreement, a leave of absence with pay may be granted for a period not exceeding two (2) consecutive work days. In the event that the internment of, or memorial service for, any of the above-named relatives is to occur at a time beyond the bereavement leave granted, the employee may request to defer one of the days to the later date. Such request shall be made at the time of notification of the death of one of the above named relatives, and may be granted at the discretion of the College.

**C. Military Leave**

1. Every unit member shall be entitled, during the term of that unit member's service in the armed forces of the Commonwealth, under Sections 38, 40, 41, or 60 of Chapter 33 of the General Laws, or during that unit member's annual tour of duty, not exceeding seventeen (17) days as a member of a reserve component of the armed forces of the United States, to receive pay therefor, without loss of that unit member's ordinary remuneration and shall in addition be entitled to all leaves of absence provided under this Agreement.
2. Any unit member who is a member of a reserve component of the armed forces of the United States and who is called for duty other than the annual tour of duty not exceeding seventeen (17) days shall be subject to the provisions of Chapter 708 of the Acts of 1941, as amended, or of Chapter 805 of the Acts of 1950, as amended.
3. Any unit member, who on or after January 1, 1980, shall have tendered that unit member's resignation or otherwise terminated that unit member's employment for the purpose of service in the military or naval forces of the United States, and who does or did serve or was or shall be rejected for such service, shall, except as otherwise provided by Chapter 708 of the Acts of 1941, as amended, be deemed to be or to have been on military leave, and no such unit member shall be deemed to have resigned or to have terminated said unit member's employment until the expiration of two (2) years from the termination of said military or naval service by the unit member.

**D. Court Leave**

1. Unit members who are called for jury duty or are summoned to appear as witnesses on behalf of any town, city, county, state or federal government shall be granted court leave. Notice of service shall be filed with the President of the College or the President's designee upon receipt of summons.
2. If jury or witness fees received by a unit member amount to more than that unit member's rate of compensation, that unit member may retain the excess of such fees and shall submit the regular rate of compensation together with a court certificate of service to the Employer or its designee, and shall be deemed to be on leave of absence with pay. If the jury or witness fees amount to less than the unit member's regular rate of compensation, the unit member shall be deemed to be on leave of absence with pay and shall remit said fees to the Employer or its designee with a court certificate of service.
3. Expenses submitted by the court for travel, meals and room hire shall be retained by the unit member and shall not be considered part of the jury or witness fees.



4. Whenever a unit member is called for jury duty or summoned to appear as a witness and such jury duty or appearance occurs during that unit member's vacation, there shall be no necessity to account to the Employer or the College for any fees received during such period.
5. When a unit member has been granted court leave for jury or witness service, and is excused by proper court authority, the unit member shall report back to that unit member's official place of duty whenever the interruption in jury or witness service will permit four (4) or more consecutive hours of employment.
6. Court leave shall not affect employment rights of unit members.
7. Court leave shall not be granted when a unit member is the defendant or is engaged in personal litigation.

#### **E. Other Leaves**

Such other leaves as are herein authorized shall also be available to unit members, provided that whenever the granting of any such leave is discretionary, such discretion shall be exercised by the President of the College or the President's designee. Leave of absence with pay may be granted for the following reasons:

1. Unit members who are veterans may be granted leave to pay tribute at the funeral in Massachusetts of dead veterans. The President of the College or the President's designee shall grant leave of absence with pay to veterans who are members of firing squads, color details, pall bearers, buglers or escorts participating in such service.
2. Unit members shall be entitled to leave of absence with pay to allow for loss of time due to prophylactic inoculation required as a result of their employment. If such absence with pay exceeds one (1) week, the Employer or its designee shall, if legally appropriate and as soon as practicable, initiate a Worker's Compensation claim and further payments because of such prophylactic inoculation shall cease.
3. Unit members shall be entitled to leave of absence with pay to allow for the period of absence due to quarantine because of exposure to contagious disease in the regular performance of duty.
4. Unit members may receive a leave to make Red Cross blood donations.
5. Unit members may receive leave for oral, written and physical examination for state service conducted by the Division of Civil Service or the Division of Registration; and physical examination for state retirement.
6. Unit members may be granted leave to attend hearings in Industrial Accident cases as the injured person or as a witness therein. Any witness fees received by such injured person or witness shall be paid to the Employer.
7. Unit members may be granted leave to attend, as delegates or alternates, state or national conventions such as: Vietnam Veterans, Persian Gulf, American Legion, AMVETS or World War II, Disabled American Veterans, Legion of Valor, Marine Corps League, Order of the Purple Heart, Veterans of Foreign Wars, Reserve Officers Association of the United States.
8. Unit members shall be granted leave of absence with pay not to exceed two (2) hours, if they make application therefore to permit them to vote in the voting precinct, ward or town in which they are entitled to vote; provided that the hour of opening and the hour of closing of the polls at such place would otherwise preclude their traveling to or from the polls.

#### **F. Vacation Leave for Professional Staff Members**

##### **1. Entitlement**

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

##### **2. Accrual of Vacation Leave**

- A. Effective January 1, 2020, all professional staff members shall be credited with vacation leave subject to the following:
  1. For less than one year of service beginning July 1 and ending on June 30, vacation leave of 0.076923 hours per hour of employment not to exceed one hundred fifty (150) hours. (20) days.

2. For one (1) full year of service through seven (7) full years of service beginning on the first working day of July and ending on June 30, vacation leave of 0.08461 hours per hour of employment. (22 days)
  3. For eight (8) full years of service through eleven (11) full years of service beginning on the first working day of July and ending on June 30, vacation leave of 0.088461 hours per hour of employment. (23 days)
  4. For twelve (12) full years of service through nineteen (19) full years of service beginning on the first working day of July and ending on June 30, vacation leave of 0.09230 hours per hour of employment. (24 days)
  5. For a professional staff unit member who has completed twenty (20) full years of service or more shall be granted vacation leave of 0.096153 hours per hour of employment for a total of twenty-five (25) days of vacation leave.
- B. Notwithstanding the above, no unit member hired before June 30, 2019, shall have their vacation accrual rate reduced below their current accrual rate as a result of the implementation of the above accrual rate schedule. However, the above accrual rate schedule will determine all future accrual rates for current unit members as they accrue more years of service.
- C. Notwithstanding anything above, all unit members who have reached twenty-five (25) years of service by June 30, 2021, shall be entitled to begin accruing thirty (30) days of vacation leave on their anniversary date if still on active payroll service.

### 3. Scheduling of Vacation Leave

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

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

Any accrued vacation credits above 375 hours (50 days) shall be forfeited at the end of the last payroll period in December of each year.

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

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

### 4. Appeal Process

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

and the President when necessary. The Chief Human Resources Officer shall take one of the following actions regarding the request for vacation leave:

- Overturn the decision of the supervisor
- Uphold the decision of the supervisor
- Offer alternative days or dates to the employee on which the employee shall be allowed to use vacation leave.

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

#### 5. Vacation Status Report

Unless otherwise provided on a regular basis by HR/CMS, the President of the College or the President's designee shall notify each professional staff member on or before July 15 of the number of vacation hours accumulated to that professional staff member's credit as of the preceding July 1.

#### **G. Holiday Pay**

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

New Year's Day  
Martin Luther King Day  
Presidents' Day  
Patriots' Day  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Columbus Day  
Veterans' Day  
Thanksgiving Day  
Christmas

Whenever any holiday falls on a Sunday, such holiday shall be deemed to fall on the day following. Whenever any holiday falls on a Saturday, unit members shall, where possible, be given the preceding Friday off without loss of pay, or if said day off cannot be given due to the operational needs of the college, the unit member shall be given the Monday following the Saturday off without loss of pay. In making assignments related to any Saturday holidays, the President or President's designee will take into account unit member preferences. Where two or more unit members have expressed the same preference, unit seniority will determine the day worked. Holiday assignments under this provision may be adjusted by mutual agreement between the College President or the College President's designee, and the Chapter President.

#### **H. Personal Leave**

##### 1. Entitlement

Each faculty member hired on or after July 1, 2012 shall be entitled to fifteen (15) hours [two (2) personal days] per calendar year beginning on January 1 of each year. Each faculty member hired before July 1, 2012 shall be entitled to twenty-two and one-half (22.5) hours [three (3) personal days] per calendar year beginning on January 1 of each year. A

faculty member with an initial employment date after July 1 of any year shall be allotted seven and one-half (7.5) hours [one (1) personal day] for the remainder of the calendar year.

Effective January 1, 2019, each professional staff member shall be entitled to thirty-seven and one half (37.5) hours (five (5) days) of personal leave per calendar year beginning on January 1 of each year. Those professional staff members with initial employment dates between January 1 and March 31 shall be allotted twenty-two and one half hours of personal leave [three (3) days], professional staff members with an initial employment date between April 1 and June 30 shall be allotted fifteen (15) hours personal leave [two (2) days], and those with initial employment dated on or after July 1 shall be allotted seven and one half (7.5) hours personal leave [one (1) day] for the remainder of the calendar year.

## 2. Usage

A unit member who wishes to use a personal day shall, whenever practicable, submit a request no later than three (3) days in advance. Such request shall not be unreasonably denied. Each faculty member using a personal leave day shall obtain coverage for that faculty member's classes or, where appropriate, assign a self-directed learning experience.

Personal leave days may not be accumulated beyond the termination of the calendar year for which they are allotted.

## I. Sabbatical Leave

### 1. Purpose

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

### 2. Criteria for Sabbatical Leave

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

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

### 3. Eligibility

- a. Unit members must have completed six (6) years of continuous full-time service to the College to be eligible for consideration for sabbatical leave. Time granted for other types of professional leaves shall not apply to the six (6) year period required for sabbatical leave eligibility. In addition, a unit member must have received a summary evaluation of other than unsatisfactory on that unit member's most recent evaluation to be considered eligible.
- b. A unit member who may have previously received a sabbatical leave shall be eligible for consideration of a subsequent leave after six (6) years of continuous service upon returning from the original sabbatical leave.

### 4. Limitation

Sabbatical leave is not an inherent right of the unit member and there is no obligation on the part of the Employer to approve any and all sabbatical leave requests made by unit members. No more than six (6%) percent of the full-time unit members at a given College shall be granted sabbatical leave in any academic year unless otherwise approved by the Employer. Faculty and professional staff applications will be given equal consideration. If sabbatical leave is granted it shall be awarded to faculty and professional staff equitably, according to the ratio of full-time faculty to full-

time professional staff unit members on October 15 of the previous year. In the event that granted applications do not fall within the above ratio, applicants will be provided an explanation in writing from the Employer.

#### 5. Length of Sabbatical

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

#### 6. Limitations on Sabbatical Stipend/Outside Employment

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

- a. Non-salary funds (travel, materials, and such other types of expenses) obtained from outside sources directly related to the purpose of the sabbatical leave shall not reduce the sabbatical leave stipend.
- b. Salary funds obtained from outside sources which directly relate to the attainment of the specific objectives of the sabbatical leave shall not reduce the sabbatical leave stipend unless the total amount of outside salary funds and sabbatical stipend exceed the current annual salary of the unit member or its prorated equivalent in the case of a half-year sabbatical leave. In no instance shall any activity required to earn or receive this outside salary interfere directly or indirectly with the purpose of time available for which the sabbatical leave was granted.
- c. Salary funds derived from outside source(s) which in addition to the sabbatical stipend exceed the current salary or its proration and which interfere with the purpose of the sabbatical leave shall result in the sabbatical stipend being reduced an equal amount so as to result in an amount equal to the current salary or its prorated equivalent.
- d. Failure to report additional outside salary shall result in the immediate reduction in a like amount of the sabbatical stipend if the leave is still in process. Should funds remaining in the sabbatical stipend be inadequate to liquidate the additional unreported remuneration or should the sabbatical leave have been completed, the unit member shall return a like amount to the College within six (6) months of the discovery of the unreported forms of remuneration above.

#### 7. Post-Sabbatical Service

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

#### 8. Process

- a. The applicants for sabbatical leave shall submit their proposed plan on a standard form to their immediate supervisor. The applicant and their supervisor shall meet prior to the Applicant's submission of their application in order to discuss the proposed sabbatical's details. Applications must be submitted no later than April 1 for sabbaticals beginning January 1 for professional staff or beginning in the Spring semester for faculty, and no later than October 1 for sabbaticals beginning July 1 for professional staff or beginning the Fall semester for faculty.
- b. The President of the College shall appoint annually a Sabbatical Leave Committee. The President of the College shall annually invite recommendations for appointment to the Sabbatical Leave Committee. In determining the membership of the Sabbatical Leave Committee, the President of the College shall appoint, insofar as possible, unit members who have successfully completed sabbatical leaves and who represent the unit membership. Unit membership on said Committee shall be proportionally representative of the faculty and professional staff members eligible to apply for sabbatical leave. The Committee size should be seven (7)

unit members one of which shall serve as Chair. A unit member shall not serve on the Committee during a year in which the unit member applies for sabbatical.

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

#### 9. Report of Activity and Accomplishment

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

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

#### 10. Impact of Sabbatical on Conditions of Employment

- a. Unit members shall fully participate in the following fringe benefits during the sabbatical year and continue to contribute to those requiring employee contributions:
  1. Sick leave accumulation
  2. Leave for death or illness in immediate family
  3. Term insurance
  4. Medical insurance
  5. Retirement based on actual salary paid for year

- 6. Membership in the Health and Welfare Fund.
- b. Unit members shall participate in vacation day accumulation on a prorated basis, determined by their non-sabbatical period of employment during the contractual year.
- c. Unit members may use their sabbatical year as a year of service of eligibility requirements and may be considered for evaluation purposes in promotion and tenure decisions; provided, however, that a unit member shall not be promoted during the year the unit member is on sabbatical leave.
- d. This section shall not be applicable to non-state appropriated funded unit members; provided, however, that service rendered by such unit members shall be counted on a one (1) year for one (1) year basis in determining eligibility for sabbatical leave after such unit member becomes an "AA" employee.

## **FORM SUPPLEMENT**

### IX-1 Application for Sabbatical Leave

#### **J. Child Care Leave (moved to 9.08.B.1)**

#### **K. Domestic Violence Leave**

The parties agree to comply with the Massachusetts Domestic Violence Leave Act of 2014 as the same may be amended. The parties recognize and agree that should the Domestic Leave Act of 2014 be amended or repealed in whole or in part by any Act of the General Court and signed by the Governor, then the following provisions shall be amended or repealed, in whole or in part, in accordance with the Act passed by the General Court and signed by the Governor.

##### 1. Definitions

For the purposes of this section the terms below shall have the following meanings:

- a. "Abuse" –(i) attempting to cause or causing physical harm; (ii) placing another in fear of imminent serious physical harm; (iii) causing another to engage involuntarily in sexual relations by force, threat, or duress or engaging or threatening to engage in sexual activity with a dependent child; (iv) engaging in mental abuse, which includes threats, intimidation or acts designed to induce terror; (v) depriving another of medical care, housing, food or other necessities of life; or (vi) restraining the liberty of another.
- b. "Abusive behavior"-(i) any behavior constituting domestic violence; (ii) stalking in violation of applicable state law; (iii) sexual assault as prohibited by state law; and (iv) kidnapping.
- c. "Domestic violence"- abuse against a unit member or the unit member's family member by (i) a current or former spouse of the unit member or the unit member's family member; (ii) a person with whom the unit member or the unit member's family member shares a child in common; (iii) a person who is cohabitating with or has cohabitated with the unit member or the unit member's family member; (iv) a person who is related by blood or marriage to the unit member; or (v) a person with whom the unit member or unit member's family member has or had a dating or engagement relationship.
- d. "Family member"- (i) persons who are married to one another; (ii) persons in a substantive dating or engagement relationship, (iii) persons having a child in common regardless of whether they have ever married or resided together; (iv) a parent, step-parent, child, step-child, sibling, grandparent or grandchild; or (v) persons in a guardianship relationship.

##### 2. Notice to Employer

- a. Except in cases of imminent danger to the health or safety of the unit member, a unit member must give the College appropriate advance notice of their leave from work.
- b. In cases of imminent danger to the health or safety of the unit member or the unit member's family member, a unit member shall not be required to provide advance notice of their domestic violence leave. However, the unit member must notify the College within three (3) work days that they have taken or are taking Domestic Violence leave. Such notice may be communicated to the College by the unit member, a family member of the unit member, the unit member's counselor, a clergy person, shelter worker, health care worker, legal

advocate or any other professional who has assisted the unit member in addressing the effects of the abusive behavior on the unit member or unit member's Family member.

- c. If an unscheduled absence from work of an unit member occurs as a result of abusive behavior towards the unit member or unit member's family member, the College shall not take any negative action towards the unit member if the unit member, within thirty (30) days from the unauthorized absence from work (or within thirty (30) days from the last unauthorized absence from work in the instance of consecutive days of unauthorized absences), provides the College with any of the types of documentation set forth in Subsection 4.

### 3. Leave

- a. Unit members shall be allowed to take Domestic Violence leave in any twelve (12) month period if:
  1. the unit member or the unit member's family member is a victim of abusive behavior;
  2. the unit member is using the leave from work to obtain medical attention, counseling, victim services or legal assistance; secure housing; to obtain a protective order from the courts; appear in court or before a grand jury; meet with a district attorney or other law enforcement official; attend child custody proceedings or address other issues directly related to the abusive behavior against the unit member or unit member's family member; and,
  3. the unit member is not the perpetrator of the abusive behavior against such unit member's family member.
- b. Unit members qualifying for leave under Subsection 3.a above shall be allowed to use the following paid and unpaid leaves:
  1. Three (3) days of paid domestic violence leave, which may be taken in increments of no less than two (2) hours.
  2. Up to an additional twelve (12) days of accrued sick leave. Unit members who do not have enough accrued sick leave to cover the twelve (12) days may access paid sick leave pursuant to the sick leave bank provisions under 9.01A.4. However, the requirements under 9.01.A.4.d shall be waived.
  3. Additional unpaid leave of up to six (6) months may be granted at the discretion of the President or the President's designee. This unpaid leave shall be handled in the same manner as set forth in the first paragraph of Section 9.02 "Unpaid Leaves of Absence."

### 4. Documentation to Employer for Domestic Violence Leave

- a. The College may require unit members to provide documentation evidencing that the unit member or the unit member's family member has been the victim of abusive behavior and that the leave taken by the unit member is consistent with the purposes of the Domestic Policy leave. Within a reasonable period after receiving the request for this documentation, unit members shall provide the College any one of the following documents:
  1. A protective order, order of equitable relief or other documentation issued by a court of competent jurisdiction as a result of abusive behavior against the unit member or unit member's family member.
  2. A document under the letterhead of the court, provider or public agency which the unit member attended for the purposes of acquiring assistance as it relates to abusive behavior against the unit member or unit member's family member.
  3. A police report or statement of a victim or witness provided to police, including a police incident report, documenting the abusive behavior complained of by the unit member or the unit member's family member.
  4. Documentation that the perpetrator of the abusive behavior against the unit member or unit member's family member has admitted to sufficient facts to support a finding of guilt of abusive behavior, or has been convicted of (or adjudicated a juvenile delinquent) by reason of any offense constituting abusive behavior and which is related to the abusive behavior that necessitated the unit member's leave under this policy.
  5. Medical documentation of treatment as a result of the abusive behavior complained of by the unit member or unit member family member.
  6. A sworn statement, signed under the pains and penalties of perjury, provided by a counselor, social worker, health care worker, clergyperson, shelter worker, legal advocate or other professional who has assisted the unit member or unit member's family member in addressing the effects of the abusive behavior complained of by the unit member or unit member's family member.



7. A sworn statement, signed under the pains and penalties of perjury, from the unit member attesting that the unit member or unit member's family member has been a victim of abusive behavior.
- b. All documentation provided to the College by the unit member shall be maintained by the College in the unit member's personnel file but only for as long as required by the College to make a determination as to whether the unit member is eligible for leave under this policy.
- c. All information related to the unit member's domestic violence leave shall be kept confidential by the employer and shall not be disclosed, except to the extent that disclosure is:
  1. Requested or consented to, in writing, by the unit member;
  2. Ordered to be released by a court of competent jurisdiction;
  3. Otherwise required by applicable federal or state law;
  4. Required in the course of an investigation authorized by law enforcement, including, but not limited to, an investigation by the state attorney general;
  5. Necessary to protect the safety of the unit member or others employed at the College's workplace.

## **9.02 Unpaid Leaves of Absence**

Any unit member granted an unpaid leave of absence shall retain those benefits accrued prior to the period of that unit member's leave, including seniority; but shall not continue to accrue any benefits while on leave. Upon returning from leave, such unit member shall be placed upon the salary schedule at the step and rank the unit member held prior to the leave, as adjusted by the provisions of any collective bargaining agreements between the Employer and the Association. There shall be no promotion nor shall there be any entitlement to any performance-based awards that might have become available during the leave of absence. This clause shall apply to all unpaid leaves of absence subject to the exception cited in Section C below, unless as otherwise provided herein. Unpaid leaves shall not be unreasonably denied.

### **A. Professional Leave**

#### **1. Purpose**

Upon the application of a unit member and a recommendation of the President of the College, the Employer or its designee may grant to such unit member leave without pay for up to three (3) years for professional reasons as provided herein. The purpose for which a unit member may submit an application for such unpaid leave shall include, but shall not be limited to:

- a. Advanced study;
- b. Participation in a program of exchange teaching in accordance with the conditions set forth under the provisions of 9.02.D;
- c. Participation in a program related to that unit member's professional responsibilities;
- d. Service as an officer or staff member of any recognized professional organization;
- e. Service in a public office to which the unit member has been elected or appointed and for such other purposes as may be allowed under the laws of the Commonwealth.

#### **2. Eligibility**

Unit members shall be eligible for such leave after six (6) years of full-time service. In addition, the unit member must have received a summary evaluation of other than unsatisfactory on that unit member's most recent evaluation to be considered eligible.

#### **3. Conditions**

The granting of a professional leave shall be subject to the following conditions:

- a. The applicant's professional duties permit that applicant's absence for the period of time requested; and/or
- b. The leave is of value to the individual and to the College as determined by the President of the College or the President's designee.

#### **4. Procedure**

Applicants shall prepare a proposal which describes the prospective activity and indicates the contribution it will make to the individual concerned and the College. The proposal shall be submitted to the appropriate Dean six (6) months in advance of the requested leave or on March 5 for the Fall semester or July 31 for the Spring semester; provided, however, that the President of the College or the President's designee may waive the six (6) month application period. Prior to making a recommendation to the President of the College, the Dean upon request shall first inform the applicant of the Dean's intended recommendation. The Dean shall forward the Dean's recommendations to the President of the College, with a copy to the unit member within thirty (30) days of receipt. The President of the College shall notify the unit member and the appropriate Dean of the President's decision and shall forward the President's recommendation to the Employer within sixty (60) days of receipt.

5. Continuation

Any unit member requesting a continuation of said leave for any succeeding period beyond that initially granted shall do so at least one (1) semester prior to the expiration of said leave.

**B. Family Leave**

1. Entitlement

Upon written application to the President of the College, including a statement of reasons, any full-time unit member who has been employed at least one (1) year and who has given notice at least one (1) semester prior to unit member's anticipated date of departure, unless otherwise approved by the President of the College or the President's designee, shall be granted family leave without pay from such employment for period not exceeding one (1) academic year. The President of the College or the President's designee may grant a unit member a half-time leave with full benefits; provided, however, that such decision shall not be grievable.

2. Purposes

The purpose for which a unit member may submit an application for such unpaid leave shall be the need to care for or to make arrangement for the care of an unemancipated minor child of the unit member, spouse of the unit member or parent of the unit member.

3. Reinstatement

A unit member shall be restored, subject to retrenchment and any other provisions resulting in faculty or professional staff member reductions, to the same or a substantially similar position with the same salary and fringe benefits which the unit member attained at the time family leave was granted, plus any adjustments made as a result of collective bargaining; provided that the unit member returns within one (1) academic year from the beginning of the leave or within one (1) year of the beginning of any additional leave granted by the President of the College or the President's designee. The President of the College or the President's designee may allow a unit member up to one (1) academic year additional leave; provided, however, that such decision shall not be grievable.

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

**FORM SUPPLEMENT**

IX-2 FMLA Instructions and Request Form

IX-3 Fitness for Duty Form (return to work)

**D. Exchange Teaching**

1. Notwithstanding any other provisions of this Article to the contrary, a leave of absence of up to two (2) years may be granted to any faculty member upon application for the purpose of participation in exchange teaching programs in other states, territories, countries, or an educational or cultural program related to that faculty member's professional responsibilities. On return from such leave, a faculty member shall be placed at the salary held by the faculty member at the time the leave commenced, except as provided in (2) below.

2. In the event there is in the judgment of the President of the College or the President's designee a valid performance evaluation conducted by the host College, the substance of the evaluation shall be considered as evidence of performance qualifying the faculty member for possible award of a performance based award.
3. Each faculty member shall submit a certified statement from the appropriate academic administrator of the host college before the first (1st) semester of that faculty member's return describing in detail the exchange teaching responsibility and/or educational/cultural experience.

**E. Professional Staff Leave**

Professional Staff members may, upon mutual agreement between the professional staff member and the President of the College or the President's designee, be granted professional leave without pay for a continuous period of not less than two (2) weeks nor more than eight (8) weeks during the months of June, July and August; provided, however, that unit members granted such leave shall not be denied eligibility for promotion, sabbatical or professional leave, tenure or performance based awards.

**9.03 Insurance and Other Benefits**

**A. Health and Accident Insurance**

Unit members shall continue to be covered under the State's Group Health and Accident Insurance plan currently in effect pursuant to the provisions of Chapter 32A of the General Laws as amended or as such plan may be made available under applicable law of the Commonwealth.

Pre-tax treatment of group health insurance contributions shall be implemented as soon as is administratively feasible.

Benefits shall not be provided to part-time employees except as required by law; provided that Colleges that decide to provide benefits to part-time employees will discuss that issue with the MCCC prior to implementation; provided further that any part-time employee currently receiving benefits shall not lose those benefits.

**B. Pension**

Unit members shall continue to be covered under the State's Retirement Plan pursuant to the provisions of General Laws, Chapter 32, or such plan as may be made available under applicable laws of the Commonwealth.

**C. Worker's Compensation**

Unit members shall continue to be covered under the provisions of the State Worker's Compensation Act, pursuant to General Laws, Chapter 152.

**D. Tax-Sheltered Annuities**

The Employer shall continue to provide for the purchase of tax-sheltered annuities by unit members pursuant to the provisions of General Laws, Chapter 15, Section 18A, or Chapter 15A.

**E. Tuition Waiver**

The spouse and/or child or children, including any adopted or stepchild or children of any unit member, who after the date of execution of this Agreement, shall have been admitted as a student in the regular day program at any College in the Community College System shall be entitled to matriculate as a student in such program without payment of any tuition and fifty percent (50%) of the fees save as is provided in Massachusetts General Laws; provided, however, said tuition free enrollment within the Community College System shall be limited to the day division only. All credit courses offered before 4 p.m. that are funded by continuing education (DCE) shall be considered to be part of the regular day program for the purpose of tuition and fee reimbursement.

Fees charged to unit members, their spouses and dependents at community colleges shall, during the term of this agreement, not be more than was charged at any community college on September 1, 2009.

In addition, each unit member and the spouse and dependent child or children shall be eligible for system-wide tuition remission as follows:

1. For enrollment in any state-supported course or program at the undergraduate or graduate level at any Community College, or State University or College, full tuition remission shall apply. For enrollment in any state supported course or program in the University of Massachusetts system, excluding the M.D. Program at the University of Massachusetts Medical School and the J.D. Program at the University of Massachusetts, members and their spouses and dependent children shall be entitled to student tuition credits equal to the value of any tuition waivers, grants, or scholarships identified in Chapter 15A of the General Laws or any other General or Special law as determined by the University of Massachusetts.
2. For enrollment in any, non-state supported course or program offered through continuing education, except as provided in 9.03E above, including any community service course or program at any Community College, State University or College, fifty percent (50%) tuition remission shall apply; a fifty percent (50%) fee waiver shall apply to any continuing education course offered at any Community College. For enrollment in any such course in the University of Massachusetts system, the appropriate student tuition credit shall be applied as determined by the University of Massachusetts.
3. Tuition and fee remission shall apply to non-credit as well as credit-bearing courses in accordance with all the provisions and conditions of the System-Wide Tuition Remission Policy for Higher Education Employees issued by the Chancellor on May 21, 1984 as may be amended from time to time in the discretion of the Board of Higher Education or by law. This policy shall remain in effect for the duration of this agreement.
4. The Commissioner or the Commissioner's designee shall have the sole authority to resolve any dispute concerning the interpretation and application of this policy. No dispute or claim of benefit arising under this policy shall be the subject of a grievance or arbitration procedure.

**F. Travel and Conference Expenses**

1. Travel expenses, including reasonable charges for hotel rooms and registration fees to all approved conferences, meetings, workshops, student activities and any other business of the College which is required and authorized by the President of the College or the President's designee in the President's absence, shall be paid by the Employer.
2. Whenever use of an employee's private car is necessary and has been authorized by the appropriate administrator, the IRS mileage rate at the time of travel and the costs of parking and tolls shall be reimbursed. Whenever a unit member has been assigned, in writing, a second work location other than that unit member's principal work location by the President of the College or the President's designee, travel shall be paid either for the distance from that unit member's home to the second work location or from that unit member's principal work location to the second work location, whichever is nearer. If a higher mileage rate is authorized by statute or authorized administratively and of application to the unit, it shall be applied to all unit members.
3. Whenever use of any other mode of transportation is necessary and has been so authorized, the cost of all fares less federal taxes shall be allowed; provided that such receipted bills shall be first submitted for such charges.
4. Reimbursement shall not be made for expenses incurred for the sole benefit of the traveler, such as by way of example valet service, entertainment and laundry service.
5. When an employee on full travel status is engaged in travel, reimbursement shall be allowed for at the approved rate for meals allowance; provided that said expenses shall not exceed the following meals allowance schedule:

<i><u>Meal</u></i>	<i><u>Maximum Allowance</u></i>	<i><u>Applicable Period</u></i>
<i><u>Breakfast</u></i>	<i><u>\$7.50</u></i>	<i><u>3:01 a.m. to 9:00 a.m.</u></i>
<i><u>Lunch</u></i>	<i><u>\$12.50</u></i>	<i><u>9:01 a.m. to 3:00 p.m.</u></i>
<i><u>Supper</u></i>	<i><u>\$20.00</u></i>	<i><u>3:01 p.m. to 9:00 p.m.</u></i>

6. If subsequent to the execution of this Agreement, any Commonwealth collective bargaining unit receives meal allowances in excess of those contained herein, such new rates shall cause this Agreement to be reopened for negotiations on this issue.

#### **G. Reimbursement for Drug Testing**

In instances where there are verifiable requirements for unit members to submit to drug-testing by a third party for job related reasons, such as but not limited to health care facilities, the College shall be responsible for the cost of such test(s). If a unit member requests a test, such as a confirmation test, the unit member will be responsible for the cost of such test(s); if the unit member tests negative on a confirmation test, the college shall reimburse the unit member for the costs of such test.

If an employee uses their private vehicle to report to the designated testing site, the IRS mileage rate at the time of travel and the costs of parking and tolls shall be reimbursed.

#### **H. Health and Welfare Fund**

1. The Employer and the Association agree to establish a Health and Welfare Fund or Funds which shall be jointly administered by an equal number of trustee members. The Trustees' task, among other things, will be the selection of any additional benefits or the increasing of existing benefits dependent upon the size of the fund.
2. Effective the first pay period of January 2015, the Employer agrees to contribute to the Health and Welfare Fund at the rate of fifteen and a half dollars (\$15.50) each calendar week for each full-time equivalent bargaining unit member.
3. No dispute over a claim for any benefits extended by this Health and Welfare Fund shall be subject to Article X - Grievance Procedure.
4. It is expressly agreed and understood that the Employer does not accept, nor is the Employer to be charged with hereby, any responsibility in any manner connected with the determination of liability to any bargaining unit member claiming under any of the benefits extended by the Health and Welfare Fund; such liability shall be limited to the contributions indicated in this section.
5. The provisions of this section shall be reopened if any other union negotiates higher rates than agreed to above.

### **9.04 Early Retirement Incentive**

#### **A. Eligibility**

Any unit member who has served at least ten (10) years in the Community College System, who is eligible to retire under the retirement system of the Commonwealth of Massachusetts, and who is at least fifty-five (55) years of age as of the anticipated date of retirement shall be eligible to receive an early retirement incentive subject to notification provisions below.

#### **B. Notification**

A Retiree must apply by notifying the President of the College in writing of the Retiree's intent to retire not less than one (1) year in advance of the Retiree's retirement date; provided, however, that this notice requirement may be waived for those who intend to retire within one (1) year after the execution of this agreement who are otherwise eligible and have applied in writing; provided further that this requirement shall be waived for unit members who have been notified that they will be retrenched or unit members who will retire because of medical reasons consistent with Article 9.01A.3 who are otherwise eligible and have applied in writing.

#### **C. Compensation**

An eligible unit member who retires in accordance with the foregoing conditions shall receive an early retirement incentive equal to the applicable percentage of that unit member's salary as of the date of retirement in accordance with the following schedule:

**Early Retirement Incentive as a Percentage of Salary**

Age on Date of Retirement	Retirement Date Last Fiscal Day of				
	<u>May-August</u>	<u>September</u>	<u>October</u>	<u>November</u>	<u>Dec.-April</u>
55-60	30.0%	25.0%	20.0%	15.0%	10.0%
61	25.0%	20.8%	16.7%	12.5%	8.3%
62	20.0%	16.7%	13.3%	10.0%	6.7%
63	15.0%	12.5%	10.0%	7.5%	5.0%
64	10.0%	8.3%	6.7%	5.0%	3.3%

Payment shall be made after the date of retirement and may be spread over a period not to exceed twelve (12) months as determined by the President of the College or the President’s designee.

**D. Maximum Payment**

The early retirement incentive and the amount payable to the Retiree in accordance with Article 9.01.A.5 together shall in no case exceed seventy percent (70%) of the Retiree's salary as of the date of the Retiree's retirement.

**E. Retrenchment**

Any unit member who is retrenched at the age of sixty-five (65) or older shall be accorded the same rights under this Article as an employee who is sixty-four (64) years old.

**9.05 Unit Member Resources, Assistance, and Protection**

The parties are aware that substance abuse is detrimental to the integrity of the College community. In the event unit members are in need of assistance for substance abuse, the parties agree each College campus shall have one unit member designated by the Association to assist and counsel any member seeking assistance. The College administration shall assist the Association where practicable to expedite implementation of any applicable contract provisions and to bring to the attention of the unit member other assistance offered to public employees.

No unit member seeking assistance from an Employee Assistance Program provided by a Community College shall be deprived of employment or any contractual benefits solely as a result of seeking such assistance.

No materials relative to treatment for a substance abuse problem may become part of a unit member's personnel file unless the parties mutually agree otherwise.

**9.06 Dependent Care Assistance Plan**

**A. Dependent Care Assistance Plan**

The Employer agrees to enable Association members, who so elect, to participate in any Dependent Care Assistance Plan that is generally made available to employees of the Commonwealth.

**B. Non-Grievability**

No dispute over a claim for any benefits extended by this plan shall be subject to the grievance procedure established in any collective bargaining agreement between the Employer and the Union.

**C. Employer's Liability**

It is expressly agreed and understood that the Employer does not accept, nor is the Employer to be charged with hereby, any responsibility in any manner connected with the determination of liability to any employee claiming under any benefit extended by the Plan.

**9.07 All Purpose Paid Leave for Hourly Part-Time Unit Professional Staff Members**

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

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

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

B. Whenever a College is closed due to inclement weather or other emergency situations, a part-time professional staff member will be paid for the hours that the unit member missed due to the closure; unless, for grant-funded employees, the terms of the grant do not permit such payment.

**9.08 Parental and Childcare Leave**

**A. Entitlement**

A unit member who is employed by the Board and who has given notice, when possible, at least fourteen (14) days prior to the unit member’s anticipated date of departure for the purposes of 1) the birth of a child, or 2) the placement of a child in foster care with a unit member, or 3) the placement of a child under the age of eighteen, or under the age of 23 if the child is mentally or physically disabled, for adoption with the unit member who is adopting or intending to adopt the child, is entitled to the leave provisions below.

**B. Leave Provisions**

1. During the first ten (10) workdays subsequent to the birth of a child or the placement in the home of a child through adoption or foster care, the unit member shall receive the unit member’s regular weekly salary. Where

an eligible employee and an eligible spouse are both employees of the College they shall jointly be entitled to a combined total of not more than ten (10) days paid leave under the provisions of this section. This ten (10) day period shall be included as part of, and not in addition to, the 8 week period provided in 9.08.B.3 and the 12 month period provided in 9.08.B.4. Scheduling of such leave shall be done to insure that, where possible, such leave is as least disruptive of the instructional progress of students as possible, and shall not be unreasonably denied.

2. Disabilities caused or contributed to by pregnancy, abortion, miscarriage, childbirth, and recovery therefrom shall be treated like any other temporary disability. A unit member who is employed by the Board is entitled to be absent from such employment for a period certified by the unit member's physician due to disabilities caused or contributed to by pregnancy and recovery therefrom. Sick leave, including qualifying leave under the sick leave bank provisions of this agreement, may be utilized for any period of disability provided that the President of the College or the President's designee may require that the unit member's physician certify that any period in excess of thirty seven and one-half (37.5) hours [five (5) days] to which sick leave is applied is medically necessary as a result of or to recover from said disability.
3. Under applicable state law, as may be amended, a unit member will be allowed a minimum of eight (8) weeks of leave subsequent to the birth of a child or the placement of a child in a home through adoption or foster care. If an unit member does not have sufficient paid leaves accumulated by the date of departure for these purposes, the balance of the eight (8) weeks shall be in unpaid status.
4. After all employee-designated sick and vacation have been exhausted, a parental leave of up to the remainder of the twelve (12) month-period following the birth or placement of a child with a unit member without salary shall be granted for the purposes outlined in 9.08.A, except that adjustments in the duration of the leave may be made by the President of the College or the President's designee to insure that such leave is least disruptive of the instructional progress of students. A unit member may choose to reserve up to two weeks of paid sick or vacation leave. The President of the College or the President's designee may grant a unit member a half-time leave with full benefits, provided, however, that such decision shall not be grievable.

### **C. Reinstatement**

The unit member shall be restored, subject to retrenchment and any other provisions resulting in faculty or professional staff member reductions, to the same or substantially similar position with the same salary and fringe benefits which the unit member had attained at the time parental leave was granted, plus any adjustments made as a result of collective bargaining; provided that the unit member returns to full-time service within twelve (12) months from the beginning of the leave or within twelve (12) months from the beginning of any additional leave granted by the President of the College or the President's designee. The President of the College or the President's designee may allow a unit member up to twelve (12) months additional leave; provided, however, that such decision shall not be grievable. For up to twelve (12) months from the beginning of parental leave, part-time return to service may be arranged by approval of the President of the College or the President's designee when such can be reasonably accommodated; provided however that in the case of an employee holding a terminal appointment, a leave shall not extend beyond and provisions for re-employment shall not apply beyond the termination date of the appointment unless the employer agrees in writing to such extension; provided further that such decision to allow part-time return shall not be grievable.

### **9.09. Paid Family and Medical Leave**

- A. Massachusetts's Paid Family and Medical Leave Act ("PFMLA"), codified as Mass. G.L. c. 175M, provides eligible bargaining unit members with paid family and medical leave. This leave is funded through mandatory payroll contributions at a rate that is assessed annually by the Department of Family and Medical Leave, which shall set the rate as a percentage of an employee's annual wages. The Department attributes a portion of the mandatory payroll contribution separately to medical leave and to family leave. Effective the first day of this Agreement, Bargaining Unit members shall pay the statutorily prescribed maximum employee contribution rates,



as amended annually, of the medical leave and family leave portions of the PFMLA from their eligible wages (currently 40% of the medical leave contribution rate and 100% of the family medical leave contribution rate).

- B. As of January 1, 2021, eligible bargaining unit members shall be entitled to take leave in accordance with Mass. G.L. c. 175M, as may be amended, and the applicable regulations promulgated thereunder.
- C. Leave taken under M.G.L. c. 175M shall run concurrently with leave taken under other applicable state and federal leave laws, including the Commonwealth's Parental Leave Act (M.G.L. c. 149, § 105D) and the Family and Medical Leave Act of 1993 (29 U.S.C. 2601 et seq.), as amended. Nothing herein shall abridge any right conferred on any unit member or the College under any federal or state law or regulation including, but not limited to, the PFMLA or the provisions of this Agreement.

## **ARTICLE X – GRIEVANCE PROCEDURE**

### **10.01 Intent of the Parties**

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 or members of the bargaining unit and the Employer. 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; provided, however, that disputes involving the application of Article XIII A (Post-Tenure Review) shall be governed by the provisions of that Article. For issues involving affirmative action and/or discrimination a unit member is encouraged to proceed under the Employer's Affirmative Action Policy, which contains a separate grievance procedure in a forum devoted exclusively to those issues. Filing a grievance under the Affirmative Action Grievance Procedure shall not abrogate the right of a unit member to file a complaint with the appropriate government agency which handles affirmative action and/or discrimination matters, i.e. Massachusetts Commission Against Discrimination, Equal Employment Opportunity Commission, etc. 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 hereinbefore defined until it shall have first exhausted the procedures provided herein.

### **10.02 General Provisions**

- 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 this Article shall not be inconsistent with the terms of this 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 this 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. In the event that the administration fails to comply with any of the provisions of this Article, including time limits, the grievant(s) may add this allegation as an additional count if the grievance is appealed to Step Two. If the grievant(s)

chooses not to appeal the original grievance to Step Two, the grievant(s) may file a procedural grievance at Step Two. The decision of the Commissioner or Commissioner's designee regarding the alleged procedural violation shall be final.

- D. The resolution of a grievance at any step shall not be deemed to be an admission by the Employer or the Association of any violation or breach of the terms of this 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.
- E. A grievance may be withdrawn without prejudice at any level.
- F. The Employer agrees not to interfere, restrain, or coerce any unit member because of that unit member's filing a grievance and/or that unit member's participation in any of the grievance proceedings.
- G. Whenever possible grievance meetings shall be scheduled so as not to interfere with professional responsibilities of individuals involved. If it is necessary to meet with the employer during working hours, the grievant, one (1) Association representative who is a member of the bargaining unit, and necessary witnesses may attend without loss of time or compensation for such meetings. No grievance meetings to which a part-time unit member is a party or a witness shall be scheduled during the part-time unit member's work time unless the President of the College or the President's designee authorizes such a meeting or has approved an alternate work schedule. The decision to authorize such a meeting during the part-time unit member's work time shall be made by the President or a President's designee whose actions are not the subject of the grievance. No part-time unit member shall receive reassigned time with pay.

### **10.03 Disposition of Grievances**

#### **A. Informal Adjustments - Immediate Supervisor**

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

#### **B. Formal Adjustments**

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

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

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

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

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

#### **10.05 Step Two - Mediation**

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

- A. The grievant may appeal the Step One decision in writing to the Commissioner or the Commissioner's designee for mediation on Form X-G5 with a copy to the President of the College or the President's designee through the designated Human Resources email address. The appeal shall be filed within ten (10) calendar days of receipt of the decision of the President, or the President's designee or the end of the time specified in Step One for said decision, whichever is sooner. Upon receipt of the appeal, the President of the College or the President's designee shall submit to the Commissioner or the Commissioner's designee the grievance form filed at Step One, all evidence introduced to date, and copies of all decisions. No further issues or contract violations may be added subsequent to the conclusion of mediation; provided, however, that the grievant shall have the opportunity to provide rebuttal evidence. If new issues or contract violations are presented by either party at Step Two, a party may have the mediation of that grievance continued until another date; provided, however, this does not preclude either party from concluding mediation in accordance with Article 10.05G.
- B. Failure to so file with the Commissioner or Commissioner's designee within the time specified shall be deemed to be acceptance of the decision rendered at Step One.
- C. Within forty (40) calendar days of receipt of the appeal, the parties shall meet for the purpose of mediation. The mediations shall take place at Massasoit (Canton Campus), Bunker Hill, or Quinsigamond, other mutually agreeable locations or through a video platform. The parties agree to maintain a list of mutually agreed upon mediators to be assigned grievances on a rotating basis, to the extent practicable and scheduled on an annual basis. The parties agree to review their list annually, or more often if requested by either party, and adjust the list as mutually agreed upon by said parties.
- D. The mediator selected by the parties shall be assigned to mediate on the same day a minimum of three grievances unless otherwise agreed by the parties. If no settlement is reached in the mediation conference, the grievant may request arbitration by completing Form X-G8 and forwarding the request via the email addresses on the form; however, the Association shall have the exclusive right to initiate arbitration pursuant to 10.06 below. If one of the above mediations is unable to be scheduled, it will be referred to the next mediator scheduled. If one of the above mediators can no longer serve as a mediator, the parties will mutually agree to a replacement. The fees and expenses of the mediators shall be shared equally by the parties.
- E. Mediation is an informal, off-the-record process in which the parties are free to disclose to the mediator the essence of the dispute without injuring their case if mediation is unsuccessful and the case goes on to arbitration. Confidential information disclosed to a mediator in the course of the mediation shall not be divulged by the mediator. All records, reports, or other documents received by the mediator while serving in that capacity shall be confidential. The mediator shall not be compelled to divulge such records or to testify in regard to the mediation in any adversary proceeding or judicial forum. The parties shall maintain the confidentiality of the mediation and shall not rely or introduce as evidence in any arbitral, judicial, or other proceeding:

1. Views expressed or suggestions made by another party with respect to a possible settlement of the dispute;
  2. Admissions made by another party in the course of the mediation proceedings;
  3. Proposals made or views expressed by the mediator; or
  4. The fact that another party had or had not indicated willingness to accept a proposal for settlement made by the mediator.
- F. The mediator does not have the authority to impose a settlement on the parties but will attempt to help them reach a satisfactory resolution of their dispute.
- G. Mediation shall conclude in one of the following ways:
1. By the execution of a settlement agreement by the parties; or
  2. By a written declaration of the mediator, a party, or the parties to the effect the mediation proceedings are concluded.
- H. Either party may terminate this mediation procedure and revert to the appended Step Two provisions of the 1990-1993 Agreement upon thirty (30) days' notice to the other party on or after one year following the execution date of this Contract. The former Step Two provisions shall be applicable to grievances filed at Step Two on or after the expiration of the thirty (30) days' notice.

### **10.06 Step Three - Arbitration**

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

#### **B. Limit of the Arbitrator's Jurisdiction**

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

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

#### **C. Authority of the Arbitrator**

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

authority to make a decision or to substitute the arbitrator's judgment for that of the Employer or its representatives, except as otherwise provided in this Agreement.

The arbitrator shall have no authority to arbitrate:

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

**D. Award of Arbitrator**

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

**E. Dismissal and Retrenchment**

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

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

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

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

**ARTICLE X - APPENDIX A: RELEASE OF CONFIDENTIAL MATERIALS FOR GRIEVANCE ADMINISTRATION**

In accordance with the responsibility of the Employer to provide to the Massachusetts Community College Council/Massachusetts Teachers Association (MCCC/MTA) such information as may be necessary to the discharge of its

duties as the exclusive bargaining agent under Chapter 150E and to maintain the confidentiality of personal data in accordance with state and federal law, the Employer and the Association agree:

1. Whenever the MCCC/MTA Grievance Coordinator or the Grievance Coordinator's designee needs personnel file information from a College in order to intelligently evaluate and prepare a grievance involving evaluations, promotions or performance-based awards, the MCCC/MTA Grievance Coordinator or the Grievance Coordinator's designee shall make a written request for such information to the President of the College from where the grievance originated.
2. Within ten (10) calendar days of receipt of such information request, the President or the President's designee shall give written notice to all bargaining unit members involved that materials contained in their personnel files and/or evaluative materials are being released to the Union for purposes of grievance administration.
3. The President of the College or the President's designee shall mail the requested information within sixty (60) calendar days of receipt of the request for information to the MCCC Grievance Coordinator.
4. 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.
5. The college may charge the MCCC/MTA a reasonable sum to cover the cost of reproduction of the materials requested.
6. The Grievance Coordinator or the Grievance Coordinator's designee shall maintain the confidentiality of file materials in accordance with state and federal law.

## **ARTICLE X - APPENDIX B: STEP TWO GRIEVANCE PROCEDURE**

### **10.05 Step Two- Commissioner**

If the grievance is not resolved at Step One or the written decision of the President of the College or the President's designee is not rendered within the time specified, the grievant may then appeal the decision in writing to the Commissioner or the Commissioner's designee (on a standard form) with a copy to the President of the College or the President's designee. The appeal shall be filed within ten (10) calendar days of receipt of the President's or the President's designee's decision or the end of the time specified in Step One for said decision, whichever is sooner. Upon receipt of the appeal, the President of the College or the President's designee shall submit to the Commissioner or the Commissioner's designee the grievance form filed at Step One, all evidence introduced to date, and copies of all decisions. No further issues or contract violations may be added subsequent to the Step Two hearing; provided, however, that the grievant shall have an opportunity to provide rebuttal evidence.

Failure to so file with the Commissioner or the Commissioner's designee within the time specified shall be deemed to be acceptance of the decision rendered at Step One. The Commissioner or the Commissioner's designee shall meet with the grievant for the purpose of conducting a hearing and shall render a written decision within forty (40) calendar days of receipt of the appeal.

### **FORM SUPPLEMENT**

X-G1	Step One Complaint
X-G2	Association Evidence
X-G3	Management Evidence
X-G4	Step One Decision
X-G5	Step One Appeal to Mediation
X-G6	Step Two - Notice to Meet with the Mediator
X-G6	A Postponement of Mediation
X-G7	Step Two - Conclusion of Mediation
X-G8	Arbitration Approval Request

## **ARTICLE XI –APPOINTMENT, REAPPOINTMENT, TERMINATION, TENURE**

### **11.01 Appointments**

#### **A. General**

Except as expressly provided for by Employer policy, the authority to offer and make effective appointments and reappointments rests with the Employer and no employee or agent of the Employer or the Colleges may expressly or by implication make effective any appointment or reappointment.

1. Each unit member's reappointment to a bargaining unit position shall be in accordance with the provisions of this Article.
2. All appointments and reappointments to unit positions at a College shall be made by the Employer upon recommendation of the President of the College. Notification of such appointment shall be in writing as provided in Article XII.
3. Unit members who are temporarily shifted to other than state appropriated funds shall, during and upon their return to state appropriated funds, retain all rights and benefits they would have had if they had not been transferred.

#### **B. Types of Appointment**

1. A regular appointment shall be one which creates an interest in employment for a specified term of one (1) year or less. All employees holding regular appointments shall be subject to non-reappointment without cause.
2. A tenured appointment may be offered only to those faculty members in the ranks of Assistant Professor, Associate Professor and Professor, and to Professional Staff.
3. The appointment year for unit professional staff appointments shall be July 1 – June 30. All appointments which take initial effect subsequent to July 1 shall be deemed to end on the June 30 next following any such appointment.

#### **C. Probationary Period for Unit Professional Staff**

Notwithstanding any other provision of the Agreement to the contrary, unit professional staff shall be subject to a six-month probationary period commencing upon the effective date of their initial appointment. During this probationary period an employee may be terminated without cause. If a fulltime unit professional staff member is terminated prior to the third month anniversary, the member will receive one (1) month notice prior to separation. If terminated on or after the third month anniversary, but prior to the six-month anniversary, the member will receive three (3) months' notice prior to separation.

### **11.02 Reappointment and Non-Reappointment of Regular Appointments**

A. Full-time faculty or professional staff shall be governed by paragraphs A and B below:

1. The non-reappointment of a full-time faculty or professional staff member shall be in accordance with the following procedures:
  - a. Termination at the end of the first (1st) through fourth (4th) year of service; notice provided by March 1 of that year of service;
  - b. Termination at the end of the fifth (5th) year of service or later; notice provided by October 15 of the year of termination.
2. Non-reappointment of a unit member on a regular appointment in the first (1st) four (4) years shall be without cause, except for written notice requirements required in Section 11.02. Reasons may be provided at the discretion of the President of the College; neither the reasons nor the decision shall be subject to the grievance procedure. For the fourth (4th) year of regular appointment, the notice of non-reappointment of non-tenured unit members shall be subject to the exercise of professional judgment. Such notice shall contain a statement of reasons in writing. Termination in the fourth (4th) year or later of unit members paid from non-state appropriated funds shall be accompanied by a statement of reasons; provided, however, that no statement shall be required if non-reappointment is due to insufficient funds or to the terms and conditions of the non-state appropriated funding source and provided further that said non-

reappointment shall be grievable to step two and shall be subject but not arbitrable to the exercise of professional judgment and whether application to the grievant was arbitrary, capricious or unreasonable.

- B. Paragraphs 1, 2, 3 and 4 shall be of application to faculty and professional staff in the foregoing Section A.
1. Termination of a unit member in that unit member's fifth (5th) regular appointment or later shall be for just cause.
  2. Notice shall be in writing given by the President of the College or the President's designee. Any unit member holding a regular appointment who does not receive such notice shall be entitled to inquire of the President of the College as to the failure to give notice. The President of the College or the President's designee shall respond to the inquiry within fourteen (14) calendar days.
  3. Failure to give notice of reappointment shall not prohibit reappointment of the unit member. Failure to give proper notice shall constitute reappointment of the unit member for one (1) academic or calendar year, whichever is applicable, but shall not thereby entitle the unit member concerned to academic tenure, to any further appointment with or without academic tenure, or to further notice of non-reappointment.
  4. Each unit member holding a regular appointment shall notify the President of the College in writing of that unit member's intent to accept or reject a reappointment within thirty (30) days after receipt of notice of reappointment. Failure by the unit member to notify the President of the College of acceptance shall constitute a rejection of reappointment.

### **11.03 Tenure of Full-time Unit Members**

- A. Tenure may be granted by the Employer on recommendation of the President of the College and shall relate only to the specific College and not the entire Community College System.
- B. Eligibility - Tenure Contracts
1. The unit member must have served at least six (6) full years as a unit member, at least three (3) of which have been in that unit member's current job function.
  2. The unit member must have received other than unsatisfactory on that unit member's most recent summary evaluation.
  3. If the funding source of remuneration for a unit member's employment shifts from non-state appropriated funds to state appropriated funds, the continuous full-time unit service of the unit member prior to the change in the member's non-appropriated-funding source to state appropriated funds shall apply for the purposes of Article 11.03.B1 by counting consecutive years of full-time unit service in the same or different position at the College towards the six (6) years as a unit member, and by counting consecutive years in the same full-time position at that College towards the three (3) years in the unit member's current job function.
- C. Procedures
1. There shall be established by November 21 of each year a Unit Personnel Practices Committee elected by members of the unit. The size and composition of this Committee shall be determined by the President of the College or the President's designee and shall reflect, whenever possible, the ratio of teaching faculty to professional staff in the unit; provided, however, that a unit member shall not serve on the Committee during the year the unit member is a candidate for tenure. The Committee shall elect a chairperson.
  2. The appropriate Dean(s) shall notify all eligible unit members by October 1 of their sixth (6th) or later regular appointment that they may be considered for tenure during the academic year if otherwise eligible; provided that copies shall be forwarded to the immediate supervisor and to the Unit Personnel Practices Committee.
  3. The immediate supervisor and the Unit Personnel Practices Committee shall review all relevant material within the individual's official personnel file and shall forward recommendations for either tenure or a one (1) year terminal appointment to the appropriate Dean(s) by March 15.
  4. The appropriate Dean(s) shall review the recommendations of the immediate supervisor and the Unit Personnel Practices Committee; and whenever practicable consult with the immediate supervisor and the Chair of said Committee; and thereafter shall forward the Dean's recommendations to the President of the College by April 15.



5. The President of the College shall review the recommendations of the appropriate Dean(s) and shall forward the President's recommendation to the Employer by May 1. The unit member shall be notified of the President's recommendation within twenty (20) calendar days thereafter.
6. A recommendation for a one (1) year terminal contract shall be accompanied by a statement of reasons.

#### **11.04 Protection of Bargaining Unit Upon Appointment of Returning Administrators**

Any unit member who assumes administrative duties outside the bargaining unit and subsequently returns to faculty or professional staff unit member status, shall, at the option of the President of the College or President's designee either: (1) be classified based upon the criteria used to classify newly hired unit members, taking into account: all previously accrued unit seniority; all relevant experience to date; current academic credentials and licensure; and rank achieved prior to assuming the administrative appointment; or (2) shall relinquish all prior accrued unit seniority and be placed upon the salary schedule at a salary and rank to be determined by the President of the College or designee; provided, however, that a unit member who accepts an acting administrative appointment shall upon turn to the unit retain be placed upon the salary schedule in accordance with (1) above provided that the salary shall not be less than the salary of the unit member prior to that unit member's acting administrative appointment. If an acting administrative appointment is converted to a regular administrative appointment, no rights of return provided under (2) above shall be accorded to the acting appointee unless the regular position has been posted and awarded to the acting appointee. It is agreed that the return of an administrator to the unit under either of the options stated above will have no adverse effect on present unit members.

#### **11.05 Appointment of Part-time Faculty Members**

- A. The provisions of sections 11.01 through 11.04, inclusive, shall not apply to part-time faculty.
- B. Part-time faculty shall be given a contract specifying the instructional or non-instructional work assigned.
  1. A part-time faculty member who has taught credit courses during any part of the last three (3) consecutive academic years or who is currently teaching in the faculty member's third consecutive academic year and who has received a satisfactory evaluation in a work area(s) shall be eligible for a reappointment in that work area(s)/department(s)/program(s).
  2. A tentative appointment will be offered first to those eligible faculty members as defined above with the greatest seniority in that department/work area/program, except under the following conditions:
    - a. The faculty member receives an unsatisfactory evaluation;
    - b. There are insufficient assignment(s) available within the work area/department/ program of the faculty member;
    - c. If, in the professional judgment of the President or the President's designee, reasons exist which preclude such reappointment, the President or the President's designee shall provide the faculty 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.
  3. For every academic year in which the faculty 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 / department / program. Where a part-time faculty member covered by this Agreement is assigned to work in an area funded by the Division of Continuing Education or its equivalent, such service shall not be treated as a break in service, but the unit member also shall not accrue seniority for purposes of this Agreement.
  4. If a faculty member does not teach at least one (1) course during two consecutive academic years, said faculty member will lose previously accrued seniority unless on authorized leave approved by the President of the College or the President's designee. Except as provided in 11.05 (B) (3) above, when determining seniority earned prior to this agreement any period of two years or more during which the unit member taught no course will constitute a break in service and no service prior to said break will accrue to a faculty member's seniority.
  5. If a faculty member is offered and accepts a course which is subsequently canceled, there will be no break in previously accrued seniority or credit towards eligibility for reappointment.
  6. By forty-five calendar days prior to the first semester in which seniority is considered for appointment, and 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)/ department(s)/ program(s). 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.

7. The provisions of paragraphs 11.05.B.1 through and including 11.05.B.6 shall not apply to faculty members teaching one student in a directed/independent study.

### **11.06 Appointment of Part-time Professionals**

- A. The provisions of sections 11.01 through 11.04, inclusive, shall not apply to part-time professionals.
- B. Part-time professionals shall be given a contract specifying the non-instructional work assigned.
  1. A part-time daytime professional who has been employed for any part of the last three (3) consecutive fiscal years or who is currently employed in the professional staff member's third consecutive fiscal year holding the job classifications listed in Article I- Appendix A and who has received a satisfactory evaluation in a work area(s) shall be eligible for a reappointment in that work area(s).
  2. A tentative appointment will be offered first to those eligible professionals as defined above with the greatest seniority in that work area/department/program, except under the following conditions:
    - a. The professional receives an unsatisfactory evaluation;
    - b. There are insufficient assignment(s) available within the work area of the professional;
    - c. If, in the professional judgment of the President or the President's designee, reasons exist which preclude such reappointment, the President or the President's designee shall provide the professional with a written statement of the reason or reasons for the non-reappointment. The reasons for non-reappointment shall not be arbitrary or capricious.
  3. For every fiscal year in which the professional works 0-224 hours, no seniority shall be credited. A part-time professional staff unit member who works 225 to 900 hours during a fiscal year shall be credited with one-half (1/2) year of seniority. A part-time professional staff unit member who works more than 900 hours during a fiscal year shall be credited with one (1) year of seniority. Where a part-time professional works in two or more work areas in any fiscal year, seniority for the total hours worked at the College shall be credited to each, provided that the unit member works a minimum of 225 hours in each.<sup>2</sup> Where a part-time professional covered by this Agreement is assigned to work in an area funded by the Division of Continuing Education or its equivalent, such service shall not be treated as a break in service but the unit member also shall not accrue seniority for purposes of this Agreement.
  4. Except as provided in 11.06 (B) (3) above, when determining seniority earned prior to this agreement any period of two years or more during which the unit member failed to work 225 hours will constitute a break in service and no service prior to said break will accrue to a professional's seniority.
  5. By forty-five calendar days prior to the first semester in which seniority is considered for appointment, and by August 15 of each year, the MCCC/MTA shall be provided with the official list of eligible professionals, including seniority by work area(s). When the initial list is published, part-time professional unit members shall have thirty (30) days to challenge their relative placement on the list and, upon providing documentation acceptable to the College, the list shall be adjusted appropriately.
- C. In accepting an appointment, a part-time unit member agrees that said member will be available for the duration of the appointment.

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<sup>2</sup> For example, a part-time professional unit member who works 225 hours in area A and 700 hours in area B would be credited with one (1) year of seniority in each area. A unit member who works 700 hours in area A but only 50 hours in area B would be credited with one half (1/2) year of seniority in area A and no seniority in area B for that year. A unit member who works 200 hours in area A and 25 hours in area B would be credited with no seniority for that year.

## ARTICLE XII – WORKLOAD, WORK ASSIGNMENT AND WORKING CONDITIONS

### **12.01 General Provision**

Unit members shall be given a contract stating the subjects or functions to which the unit member is to be assigned. There shall be included a job description which shall define the duties to be performed.

### **12.02 Faculty Work Assignment**

- A. The President of the College or the President's designee shall consider as advisory written notice from each faculty member and/or department chairperson/curriculum coordinator as to the preferred schedule and courses to be taught. Such written notice must be received by the President of the College or the President's designee by February 28 for the fall semester and by September 30 for the spring semester. The President of the College or the President's designee shall notify in writing each faculty member of that faculty member's tentative schedule and courses by March 31 for the fall semester and by October 31 for the spring semester.
- B. Whenever changes in the tentative class schedule or subject matter are necessary, the President or the President's designee shall notify the affected faculty member(s) in writing at that faculty member's official residence or temporary address supplied by the faculty member on leave. The change in the tentative class schedule or subject matter preparation shall be consistent with Section 12.01.

### **12.03 Workload of Full-Time Faculty**

#### **A. Faculty workload shall consist of:**

1. Instructional workload, which includes:
  - a. teaching in both traditional and non-traditional learning modes;
  - b. instructional preparation;
  - c. assessment of student performance.
  - d. utilizing, at a minimum, the College's primary and approved learning management system for the posting of the syllabus (E.2 – inclusive of checklist items). Except to ensure compliance with this paragraph by a unit member, the College shall not access the course shell(s) of unit members except in the event of the faculty member's incapacitation, extended non-responsiveness or extended unavailability. The unit members shall retain all proprietary interests and rights under applicable law in the course shell material posted by the unit member on the learning management system.
2. Non-instructional workload shall consist of:
  - a. student assistance/advisement
  - b. office hours
  - c. college service, which includes:
    1. serving as advisor to student activities;
    2. serving on governance, ad hoc, college standing committees, system-wide task forces or committees, or labor-management committees;
    3. preparing grant proposals;
    4. participating in college, division, department or other related college meetings and/or activities;
    5. participation in the improvement and development of academic programs and resources, including recruitment.
    6. serving as a department chair.
  - d. college recognized community service, provided that such service is not compensated by an outside funding sources;
  - e. professional development activities, which include:
    1. related graduate study;

2. related in-service training;
3. research and other college recognized contributions to a faculty member's area of competence;
4. participation in college recognized professional associations, including teachers' organizations.

**B. Instructional Workload**

1. The standard faculty instructional workload shall be a minimum of twenty-nine (29) instructional hours per week and a maximum of thirty-five (35) instructional hours per week with no more than three (3) preparations per semester and no more than five (5) preparations per year.
  - a. If a faculty member agrees to an increase in the number of course preparations beyond three (3) per semester or five (5) per year, the President of the College or the President's designee and the faculty member shall mutually agree as to the corresponding decrease in advisees and/or office hours and/or college service.
  - b. Any provision to the contrary notwithstanding, any faculty member may request, in accordance with the applicable procedure, a course schedule which results in a number of course preparations beyond three (3) per semester or five (5) per year. A faculty member whose request is approved shall mutually agree to the corresponding decrease in advisees and/or office hours, and/or college service unless the faculty member voluntarily agrees to waive the corresponding decrease. This agreement must be in writing according to Form XII-1 in the Appendix.
2. Faculty teaching only didactic courses with more than thirty-one (31) instructional hours per semester and faculty teaching other than didactic courses with thirty-four (34) or more instructional hours per semester will receive an adjustment in non-instructional workload. The President or the president's designee may project the instructional workload requirement over two (2) academic semesters rather than on a semester basis based upon the unique college or program needs after discussion with the affected faculty member. The instructional workload shall not exceed thirty-five (35) hours in any one semester, without the agreement of the faculty member; provided, however, the instructional workload shall not exceed seventy (70) hours for any academic year.
3. Schedule
  - a. The workload for faculty members shall include instructional workload and non-instructional workload as defined below. The faculty customary work week shall be Monday through Friday, but in no case shall a faculty member be required to work more than five (5) days in any seven (7) consecutive day period. In exceptional cases, if it is necessary to schedule faculty for days other than Monday through Friday, the President or the President's designee shall meet with the affected faculty member(s) to discuss such change in schedule.
  - b. Upon written mutual agreement between the faculty member and the College President or President's designee, a faculty member may be assigned courses that have start times commencing on or after 4 p.m. and as late as 5:00 p.m. as part of the faculty member's day unit workload.
  - c. To meet bona fide programmatic needs, such as accreditation, and upon written mutual agreement between the faculty member and the College President or President's designee, a faculty member may be assigned courses that have start times commencing on or after 4 p.m. as part of the faculty member's day unit workload.
  - d. Within two (2) weeks of assignment, the MCCC Chapter shall be notified whenever a faculty member is scheduled to teach a course that commences on or after 4 p.m. as part of the faculty member's day unit workload.
4. In no case shall any change under 12.03.B.3.a above be implemented without at least one semester prior notification to the affected faculty member(s). The affected faculty member(s) shall have access to the grievance procedure as provided in Article X.
5. The instructional workload shall contain all faculty activity directly related to the preparation and/or conduction of instruction.
  - a. Preparation includes content and pedagogical research, the creation of instructional materials, development of student evaluation instructions and procedures, the evaluation of student performance and any activity related to the instructional process. It is understood that faculty members at their option need to utilize off-campus resources in fulfilling their preparation time.

- b. Contact time is the actual time the instructor spends with students in an instruction method. For laboratory-like and clinical courses, every fifty (50) minutes of class time shall be calculated as one (1) contact hour. Notwithstanding the preceding, there shall be no change to the treatment of contact hours for didactic courses.
- c. The instructional workload shall be a minimum of twenty-nine (29) hours per week and a maximum of thirty-five (35) hours per week.
- d. In determining the instructional workload, actual contact hours shall be added to the preparation time allotted on the following basis:

**C. Allocation of Preparation Time**

**1. Non-Laboratory-like Courses**

For the first (1st) section or part thereof of such a course offered each week, the faculty member shall be allotted one and one-third (1 1/3) hours of preparation time for each credit hour or its proration which that course contains.

**2. Laboratory-like and Clinical Courses**

For the first (1st) section of part thereof of a course offered each week:

The faculty member shall be allotted one and one-third (1 1/3) hours of preparation for each credit hour of didactic instruction. The faculty member shall be allotted two (2) hours of preparation for each credit hour of equivalent laboratory or clinical instruction requiring two (2) or more contact hours.

**3. Seminar-like Courses**

For the first (1st) section or part thereof of seminar-like instruction whether within a laboratory or non-laboratory type course where the instructor is in direct interaction with students, such as small group discussions, clinical conferences, the faculty member shall be allotted one and one-third (1 1/3) hours of preparation time of each credit hour or its proration which that course contains.

**4. Additional Sections of Original Preparation**

- a. For the second (2nd) or subsequent section or part thereof of a course offered each week, the faculty member shall be allotted one-half (1/2) the preparation time credited in either (1) or (3) of this 12.03.B.5.d.
- b. For the second (2nd) or subsequent section or part thereof of a course offered each week, the faculty member shall be allotted an equal amount of preparation time credited in (2) of this 12.03.B.5.d, unless an employee of the College is assigned to assist with the laboratory preparations, in which case the provisions of 4.a above shall apply.
- c. When a second section of a traditional (face-to-face) course is taught online (fully online or hybrid), the faculty member shall receive one hour of preparation time for each credit hour. For subsequent on-line sections of an online course, the faculty member shall receive 2/3 of an hour of preparation time for each credit hour.

5. Where team teaching involves multiple faculty, each faculty member shall be allotted preparation time in accordance with B. (1), (2), (3) and (4) above except that it shall be based on one-half (1/2) the credit hour or proration which that course contains regardless of the number of faculty involved in teaching.

6. One hour of preparation will be allotted per each three (3) credit hour course or its prorated equivalent where the faculty member is using material of a mediated or programmed nature wherein the faculty member has neither primary responsibility for adapting or preparing materials nor is primarily responsible for the evaluation of student progress.

7. The President or the president's designee shall at the end of "add/drop" period of each semester compute the actual instructional workload for each full-time faculty member according to the above formula. The President or the President's designee will, on basis of the faculty member's instructional and reassigned workload:
  - a. Reduce the non-instructional workload in writing proportionately for any faculty member whose instructional and reassigned hours per week exceeds thirty-one (31) instructional and reassigned hours for faculty teaching only didactic courses or thirty-four (34) or more instructional and reassigned hours for faculty teaching other than only didactic courses;
  - b. Determine in writing after discussing alternatives with the affected faculty members whose load is below the twenty-nine (29) instructional and reassigned hour minimum:
    1. Whether additional course section(s) shall be taught by the faculty member; and/or
    2. Whether the faculty member shall provide activities related to course, program or curriculum development; and/or
    3. Whether the faculty member shall provide activities such as independent study, contract learning, learning resources development, assessment of prior learning or similar instructional activities; and/or
    4. Whether the faculty member shall provide activities such as additional office hours, advise more students, engage in additional college/ community service, or professional development activities; and/or
    5. Whether the faculty member shall provide activities of an administrative nature for which the faculty member is deemed qualified; and/or
    6. Whether the faculty member will provide additional tutorial laboratory instruction, where a faculty member is teaching two or more sections of courses designed to develop basic skills, whether remedial or supplemental, credit or non-credit or their equivalent in time and/or content as determined by the President or the President's designee.
6. Faculty members shall not be expected to generate more than four hundred eighty (480) student credit hours per semester within the applicable workload requirement except that this may be reduced by mutual agreement between the unit member and the immediate supervisor to four hundred twenty (420) student credit hours per semester for writing and/or critical thinking intensive courses and except that faculty members shall not be expected to generate more than three hundred thirty (330) student credit hours per semester for instruction of English Composition, English as a Second Language, introductory foreign language courses, and remedial and/or developmental courses; to be determined by the number of students enrolled at the end of add/drop period; provided that if the total number of student credit hours generated exceeds these limits, there shall be a proportional adjustment in the succeeding semesters, consistent with the provisions of 12.03.B.
7. New faculty hired shall be assigned an instructional workload consistent with the existing workload assignments of other faculty members within their respective academic department, work area or division.

#### **D. Reassigned Time**

1. Where faculty members are given reassigned time within the instructional workload for any activity other than teaching, the number of hours required for the activity will be equal to twice the credit hour reduction with the proportional reduction in office hours of one hour per three credit hour equivalent. The President of the College or the President's designee may upon mutual agreement assign a faculty member non-instructional activities such as course, program or curriculum development, professional development activities or administrative duties; provided that the faculty member is qualified to perform such activities in lieu of a proportional number of instructional hours.
2. A department chair/curriculum coordinator (program and work area/discipline) shall be granted an adjustment in instructional workload, provided that the adjustment shall not exceed eighty (80) percent nor be less than twenty (20) percent of the unit member's normal instructional workload. The amount of workload reassignment shall be solely determined by the President of the College or the President's designee. Such reassignment shall not be made in an arbitrary, capricious or unreasonable manner.

**E. Non-Instructional Workload**

1. Faculty shall provide seven (7) hours per week or equivalent on a semester basis or its annual equivalent in student advisement and/or college and/or community service as determined by the President or the President’s designee consistent with Article XIII (Evaluation).
2. Student Assistance/Advisement  
A faculty member shall be responsible for advising 18 students assigned by the President of the College or the President’s designee. A unit member may schedule student advisement time during the unit member’s office hours. It is understood that the administration has the obligation to assist the unit member in contacting student advisees and that the administration cannot determine the scheduling of this advisement time.
  - a. Each faculty member shall hold a group meeting with that faculty member’s advisees at the beginning of the academic year and shall be available to meet with each advisee at least once each semester and at such other reasonable times as requested by the advisee. If in the judgment of the President of the College or the President’s designee after consultation with the faculty member the number of students should be more than or fewer than eighteen (18), the faculty member’s non-instructional workload may be adjusted.
  - b. Student advisement shall equate to the following hours per week of the non-instructional requirement

<b>Assigned Student</b>	<b>Equated Hours per Week</b>
Less than 8	1
8-13	2
14-19	3
20-25	4
26-31	5
32-37	6
38-43	7

3. Office Hours

- a. Each faculty member shall provide such hours on campus (off campus, at an instructional site, if approved) and online in accordance with the provisions of this section to assist students in the students’ courses and to provide student advising service.
- b. During the academic year, faculty members shall maintain at least four (4) posted office hours per week. For each face-to-face course assigned a faculty member, the faculty member shall conduct one office hour on campus (off campus, at an instructional site, if approved) per week; provided however, that if a faculty member is assigned four (4) or more face to face courses, such faculty member may conduct one (1) of their four (4) posted office hours online. If a faculty member’s entire course assignments are online, the faculty member, in their discretion, may conduct all four (4) of the weekly office hours online.
- c. Office hours schedules shall be posted by faculty members by the end of the first (1st) week of classes.

4. College Service

In addition to posted office hours, a faculty member shall be on campus and available on any day during the academic year at such times as required by the President of the College or the President’s designee to participate in scheduled activities consistent with 12.03.A.2.c.

5. Community Service and Professional Development

A faculty member shall be responsible for such community service and professional development activities as mutually agreed by the President of the College or the President’s designee and the faculty member.

6. Professional Days

The President of the College or the President’s designee may assign any faculty member up to seven (7) days during the academic year for scheduled orientation and registration programs, commencement and convocation activities and such other College sponsored activities the President deems appropriate. Professional days shall be assigned no earlier than three (3) days prior to the first (1st) day of classes in the fall semester and no earlier than four (4) days prior to the first (1st) day of classes in the spring semester. Such duties and responsibilities may be assigned to individual faculty

members in blocks in one-half (1/2) day or more; and provided further that a faculty member shall not be required to discharge these responsibilities over more than fourteen (14) days during the academic year.

**F. Academic Year**

1. The academic calendar shall be a period of time encompassing two (2) semesters, beginning no earlier than September 1 and ending no later than May 31, exclusive of Commencement. Classes shall begin no earlier than the day after Labor Day and end no later than December 24 for the Fall semester; provided, however, that the President of the College and the President of the Chapter may by mutual agreement set other dates for the academic calendar, including beginning classes prior to the day after Labor Day. When first (1st) semester classes begin after September 5, the President of the College may, after consultation with the local MACER, increase the class time from fifty (50) minutes to fifty-five (55) minutes for that semester consistent with the established past practice. Not later than March 1st of any academic year the college MACER committee may make recommendations to the President regarding the length of the break between the fall and spring semesters.
2. In those instructional programs that are required by outside accrediting agencies to run beyond the academic year, it may be necessary for faculty to perform duties beyond the academic year. When such work is assigned by the President of the College or the President's designee, the faculty member shall receive a salary adjustment in direct proportion to the duties assigned, in accordance with the provisions of Article XXI. All such faculty will be placed on nine (9) month contract with all rights and benefits under this Agreement.
3. No faculty member who is not at the time of the execution of this Agreement required to work beyond the academic year may be required to do so without that faculty member's consent. Any faculty member may accept such additional responsibilities upon the specific request of the President of the College or the President's designee and will receive compensation in accordance with the provisions of Article 21.02.
4. Nothing in this agreement shall preclude the President of a College from requiring such additional responsibilities of new hires in such programs as are referenced in paragraph 2 above.
5. Notwithstanding any provision in this agreement to the contrary, no College shall be required to establish or maintain any instructional programs offered outside the academic year such that they are subject to Article 12.03.E.2 above or Article XXI nor shall any College be precluded from establishing or maintaining any such programs which similarly are not subject to the terms of this agreement.
6. Programs that currently extend beyond the academic year include:
  - Allied Health Certificate Program
  - Aviation Maintenance Technology
  - Chrysler Program
  - Diagnostic Medical Sonography
  - EMT Program
  - ESL Clinical Assistant Program
  - ESL Electronics Program
  - General Motors ASEP Program
  - Licensed Practical Nurse
  - LPN Update
  - Medical Assisting Program
  - Medical Imaging
  - Medical Laboratory Technician
  - Medical Radiography
  - Nuclear Medicine Technology
  - Radiation Therapy Technology
  - Radiologic Technology
  - Respiratory Therapy
  - Surgical Technology
7. Prior to the implementation of programs not listed in paragraph 6 above which would require faculty member(s) to work beyond the academic year, the President of the College shall notify the President of the Association and the President of the Chapter and shall meet and confer with the President of the Association or the President's designee



regarding said programs. Accurate information, statistics or financial data related to such programs shall be made available by the President of the College or the President's designee for inspection and/or copying upon request of the President of the Association or the President's designee; provided, however, that this shall not require the College to compile such information, statistics or financial data in the form requested unless already compiled in that form. Nothing in this provision shall be regarded as an abridgment of the rights and responsibilities of the Employer provided in Article IV.

8. Due to severe weather incidents or other public safety and public health closures of the College, the President may adjust the Academic calendar in consultation with the Union.

## **G. Outside Employment**

Full-time employment by the Employer shall be considered the primary employment of each faculty member. Outside employment is work for which compensation is received and which is not the normal duties and responsibilities assigned to a faculty member as an employee of the Employer. Outside employment which requires a faculty member's absence from the College during that faculty member's normally scheduled working hours is presumed to interfere with the performance of the duties and responsibilities of that faculty member and is hereby prohibited.

### **12.04 Workload of Professional Staff**

#### **A. Professional Staff workload shall consist of:**

1. Professional duties as contained in a letter of appointment and position description E-7 Form. At the beginning of a professional staff member's appointment and by July 1 of subsequent appointments, the President of the College or the President's designee shall meet with the affected professional staff member for the purpose of developing or updating that professional staff member's position description E-7 form, which shall contain a list of duties and responsibilities and may include mutually agreeable work objectives, if appropriate.

Within 30 days of a professional staff member's initial appointment and by July 31 of subsequent appointments, the President of the College or the President's designee shall forward the E-7 Form dated for the current work year to the professional staff unit member. During the work year, if there are proposed changes in the position description, duties and/or responsibilities, and/or objectives of the E-7, the President of the College or the President's designee shall meet with the professional staff member. If substantive and ongoing duties are modified and/or added, the E-7 shall be rewritten within 30 days of this meeting. Changes to the E-7 may be requested by the unit member or the President or President's designee.

2. Student advisement, if assigned;
3. College service, which includes:
  - a. Service as advisor for college-approved student activities;
  - b. Service on governance, ad hoc, college standing committees, system-wide task forces or committees; or labor-management committees;
  - c. Preparing grant proposals;
  - d. Participating in college, division, department or other related college meetings and/or activities as the President of the College or the President's designee may deem appropriate;
  - e. Participation in the improvement and development of academic programs and resources, including recruitment.
4. College recognized community service, provided that such service is not compensated by an outside funding source and professional development; provided that such community service and professional development activities are mutually agreed to by the President of the College or the President's designee and the professional staff member.
5. Assigned instructional responsibilities and related preparation; provided that customarily professional staff members shall not be assigned traditional academic discipline responsibilities; and provided further that no professional staff member shall be required to teach subject matter which is beyond the scope of that professional staff member's academic and/or professional competency and experience as determined by the President of the College or the President's designee.

6. Any "other duties as assigned" as designated in the E-7 shall be related to the duties of the position as defined in the E-7.

**B. Work Year**

All professional staff employees shall work a twelve (12) month year.

**C. Work Schedule**

The President of the College or the President's designee shall consider as advisory written notice from the professional staff member as to that professional staff member's preferred work assignment if received on or before June 1st prior to the fiscal year(s) covered by this Agreement. The President of the College or the President's designee shall notify the professional staff member in writing of that professional staff member's work assignment no later than July 1. Such work assignment shall be consistent with the needs of the College.

1. The workload of each professional staff member shall consist of such duties and responsibilities in accordance with that professional staff member's respective work schedules as may be assigned by the President of the College or the President's designee.
2. During the term of this Agreement, the normal workweek for professional staff members shall be 37 1/2 hours per week.
3. During the term of this Agreement, the normal workday shall not exceed 7 1/2 hours, excluding lunch.
4. Whenever a professional staff member is required to work more than 37 1/2 hours in a particular week, the staff member shall receive compensatory time of 1 1/2 hours for each hour worked over 37 1/2 hours. The use of this time shall be subject to mutual agreement between the professional staff member and the President of the College or the President's designee. The parties recognize the need to grant requests for use of compensatory time. Requests for the use of compensatory time shall be granted unless the college president or the president's designee determines that it is impractical to do so because of work schedules, emergencies, or the operational needs of the college. The President or the President's designee shall use reasonable efforts to ensure that an employee requesting compensatory leave is granted such leave.
  - a. It is mutually agreed that under no circumstances will the accumulation of compensatory time for an individual member exceed seventy-five (75) hours. Compensatory time earned in excess of seventy-five (75) hours shall be paid to the professional staff member at the unit member's regular rate of pay.
5. The customary work week for professional staff members shall be Monday through Friday, within the hours of 8:00 a.m. to 5:00 p.m. but in no case shall a professional staff member be required to work more than five (5) days in any seven (7) consecutive day period; provided that a professional staff member who is assigned to teach may request a revised work schedule. The unit member shall be given a minimum of fourteen (14) calendar days advance notice of a regular and ongoing change in their work schedule.
6. Upon request of a professional staff member, the President of the College or the President's designee may assign up to three (3) days during the fiscal year in half-day segments or greater for participation in off-campus activities outside those assigned under the provisions of 12.04; one of these days shall be granted for the day following the Thanksgiving holiday. Such requests shall not be unreasonably denied.
7. All time spent in student advisement (if assigned), in attendance at conferences, meetings and student activities when such attendance is required during the workdays shall be counted in the professional staff member's weekly and daily hours.
8. Upon request of a professional staff member the President of the College or the President's designee may, where practicable, grant a flexible schedule; provided, however, that the President's decision shall be final and non-grievable.
9. Upon request of a professional staff member, the President of the College or the President's designee may, where practicable, grant a ten (10) month year option at 10/12 of pay and benefits.
  - a. The unit member shall apply to that unit member's immediate supervisor.
  - b. The decision of the immediate supervisor may be appealed to the President of the College who shall cause to be convened a Committee composed of two appointees of the President of the College and one appointee of the President of the Association.

- c. The recommendation of the Committee may be appealed by the applicant to the President of the College, whose decision shall be non-grievable.

### **12.05 Workload of Part-time Faculty**

- A. The provisions of sections 12.01 through 12.04 shall not apply to part-time unit members.
- B. Workload shall consist of:
  - 1. Instruction in both traditional and non-traditional/learning modes;
  - 2. Instructional preparation;
  - 3. Assessment of student performance;
- C. A unit member has full freedom in the selection of textbooks in accordance with Article VII, except in instances of late hiring and where past practices of the College provide for the department selection of texts; provided, however, that part-time unit members have the right to participate at their initiative in the departmental selection of texts, wherever possible.
- D. The College shall notify the unit member of tentative assignments within four (4) weeks prior to the beginning of classes where practicable.
- E. 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 XI.
- F. In the event classes are canceled due to inclement weather, other emergency, 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 with the prior approval of the College.
- G. Unit members shall not be expected to teach more than thirty-two (32) students per course in each class, except that this may be reduced by mutual agreement between the unit member and immediate supervisor to twenty-eight (28) students per course for writing intensive and/or critical thinking intensive courses, or more than twenty-two (22) 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 the President's designee reserves the right to exceed these limits if the assistance of teacher aides is provided, in non-traditional/learning modes or with the consent of the unit member.

### **12.06 Workload of Part-time Professional Staff**

- A. The workload of a part-time professional staff unit member who works less than 224 hours in a fiscal year shall be consistent with a letter of appointment and position description, which may be amended from time to time upon mutual agreement of the parties. The workload of part-time professional staff unit members who work 224 hours or more in a fiscal year shall consist of the professional duties contained in the letter of appointment and the position description E-7 form. Within twenty-one (21) days of the part-time professional staff member's appointment, the unit member shall receive one job description on form E-7 which shall specify a list of duties and responsibilities and may include mutually agreeable work objectives, if any. During the unit member's appointment, if there are proposed changes to the position description, duties and/or responsibilities, and/or objectives or the E-7, the President or the President's designee shall meet with the part-time professional staff member. If substantive and ongoing duties are modified and/or added, the E-7 shall be rewritten within twenty-one (21) days of the meeting.
- B. The College shall notify the professional unit member of tentative assignments within four (4) weeks prior to the beginning of the assignment where practicable.

- C. Confirmation of assignments shall be made with as much notice as practicable and shall be followed up in writing in accordance with the provisions of Article XI.

## **ARTICLE XII – APPENDIX A**

- A. Student advisement shall equate to the following hours per week of the non-instructional requirement:

<b>Assigned Student</b>	<b>Equated Hours per Week</b>
Less than 8	1
8-13	2
14-19	3
20-25	4
26-31	5
32-37	6
38-43	7

- B. Load Reduction

Where faculty members are given load reduction within the instructional workload for any activity other than teaching, the number of hours required for the activity will be equal to twice the credit hour reduction with the proportional reduction in office hours of one hour per three credit hour equivalent load reduction.

## **ARTICLE XIII - EVALUATION**

### **13.01 Evaluation Objectives**

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

1. Assessment of the professional performance of the unit member.
2. Improvement of performance and quality of instruction.
3. To provide a basis upon which decisions shall be made concerning the reappointment, promotion, performance-based salary adjustments, tenure, sabbatical and professional leaves, and termination, dismissal and discipline of a unit member.

### **13.02 Evaluation of Full-Time Faculty Members**

#### **A. Faculty Evaluation Criteria**

Evaluation of faculty members shall be uniformly applied and based upon total performance with primary emphasis on teaching effectiveness, including consideration of the following criteria:

1. Development and improvement of instructional methodology;
2. Establishment of course objectives, course content and instructional activities;
3. Establishment of appropriate and fair procedures and instruments for student evaluation;
4. Student advising competency and accessibility; including the observance of established office hours;
5. College service, including:
  - a. Serving as advisor to student activities; and/or
  - b. Serving on governance, ad hoc, college standing committees, system-wide task forces or committees, and labor/management committees; and/or
  - c. Preparing grant proposals; and/or
  - d. Participating in college, division, department or other related College meetings and/or activities; and/or
  - e. Participation in the improvement and development of academic programs and resources, including recruitment; and/or
  - f. Serving as a department chair/coordinator pursuant to Article XX.

## **B. Procedure**

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

### **1. Student Evaluation**

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

### **2. Course Materials**

- a. The faculty member shall distribute the course materials to each student and forward a copy to the President of the College or the President's designee prior to the conclusion of the add/drop period in each semester. The course materials shall include all materials listed on the Checklist for Course Materials. (Form XIII-E2). The confidentiality of these materials shall be maintained.
- b. Upon request of the affected unit member the President of the College or the President's designee shall consider advisory input from the appropriate department chairperson/curriculum coordinator relating to the unit member's course materials.
- c. The President of the College or the President's designee shall review the course materials and, except for tenured faculty during a non-evaluation year, evaluate them as part of the summary. In reviewing said materials the President of the College or the President's designee may seek additional information from other sources the President or the President's designee may deem appropriate, including but not limited to the department chair.
- d. The President of the College or the President's designee shall return all course materials to the faculty member by the end of the fifth (5th) week of classes in each semester. If items on the checklist are missing or if the

evaluator has concerns, the faculty member will be advised in writing and will be given fourteen (14) calendar days to submit the missing items and respond to the concerns.

### 3. Classroom Observation

- a. The President of the College or the President's designee shall conduct at least one (1) classroom observation per academic year, except for tenured faculty during a non-evaluation year.
- b. Each faculty member shall be advised of a two (2) week period during which the President of the College or the President's designee shall conduct classroom observation; provided that each faculty member shall be given at least twenty-four (24) hours' notice of the date of classroom observation; provided, however, that a one (1) time postponement may be requested by a faculty member, if requested twenty-four (24) hours in advance. Each faculty member may submit to the President of the College or the President's designee supplementary course materials regarding the planned classroom activities during said two (2) week period.
- c. Pre- and Post-Observation Conferences: For each classroom observation conducted by the President of the College or the President's designee there shall upon request of the affected unit member occur a pre-observation and post-observation conference between the unit member and the President of the College or the President's designee. The post-observation conference shall occur not later than two (2) weeks after the classroom observation unless otherwise mutually agreed.
- d. The President of the College or the President's designee shall within fourteen (14) days of observation prepare an evaluation of the classroom observation in accordance with the criteria set forth in 13.02A and shall forward a copy to the faculty member and shall attach the evaluation to the summary evaluation.
- e. The faculty member shall have seven (7) working days in which to respond to the evaluation and attach the response to the summary evaluation.

### 4. Student Advisement and College Service

- a. The President of the College or the President's designee shall evaluate, except for tenured unit members during a non-evaluation year, the performance of the unit member's assigned duties and responsibilities consistent with the criteria established in this Article. The procedure for evaluating performance shall be as hereinafter described.
- b. A faculty member shall submit a log of student advisement to the President of the College or the President's designee by the last day of classes in each semester. No later than October 15 for the fall semester and February 15 for the spring semester, a faculty member shall submit a list of College service activities to be performed during the semester. No later than the last day of classes, a faculty member shall submit a log of College service activities performed during the semester to the President of the College or the President's designee. A tenured faculty member shall be required to submit only the log of student advisement, the list of College service activities to be performed and the log of College service activities performed during a non-evaluation year.
- c. The President of the College or the President's designee shall review the document(s) and may seek additional information from other sources the President deems appropriate. The President of the College or the President's designee shall prepare an evaluation of student advisement and college service performed since the last such evaluation as part of the summary evaluation.

### 5. Personnel File Review

Only material placed in the file since the unit member's last summary evaluation can be used toward the current summary evaluation. As part of the summary evaluation, the personnel file shall be reviewed and the information therein considered.

### 6. Summary Evaluation

The President of the College or the President's designee shall after receipt and review of all the foregoing evaluation components develop a summary evaluation of each faculty member in an evaluation year. A copy of the summary evaluation shall be forwarded to the faculty member by February 1, and if requested, the President of the College or the President's designee shall meet and confer with the faculty member to discuss the reasons therefore. The faculty member

shall have seven (7) working days to respond to the summary evaluation. The results of the components shall be applied in a uniform manner and shall be assigned the following weights:

Student Evaluation	25%
Course Materials Evaluation	15%
Classroom Observation Evaluation	25%
Student Advisement Evaluation	10%
College Service Evaluation	10%
Personnel File Review	15%

### **13.03 Evaluation of Full-Time Professional Staff Members**

#### **A. Professional Staff Evaluation Criteria**

Evaluation of professional staff shall be uniformly applied and based on total job performance, including the following criteria:

1. Professional performance including:
  - a. Conformance with assigned workload as established by the appropriate administrator in accordance with Article XII; and
  - b. The rendering of effective assistance to students, faculty and staff of the College, individually and/or collectively in accordance with Article XII.
2. Student advising competency and accessibility, if appropriate.
3. College service, including:
  - a. Service as advisor to student activities; and/or
  - b. Serving on governance, ad hoc, college standing committees, system-wide task forces or committees, or labor/management committees; and/or
  - c. Preparing grant proposals; and/or
  - d. Participating in college, division, department or other related college meetings and/or activities as the President of the College or the President's designee may deem appropriate; and/or
  - e. Participation in the improvement and development of academic programs and resources, including recruitment.
4. Assigned instructional responsibilities and related preparation in accordance with Article XII.

#### **B. Procedure**

1. The President of the College or the President's designee shall annually evaluate each professional staff member, except as provided in Article 13.04, and shall consider only the components listed below. The results of the evaluation shall be applied in a uniform manner and shall be assigned the following weights:

Work Performance	75%
College Service	10%
Personnel File Review	15%

2. Pre-Evaluation Conference

At the beginning of a professional staff member's appointment and by July 1 of subsequent appointments, the President of the College or the President's designee shall meet with the affected professional staff member for the purpose of developing or updating that professional staff member's position description E-7 Form which shall contain a list of duties and responsibilities and may include mutually agreeable work objectives, if appropriate.

The basis for evaluation of job duties and responsibilities shall be the annual E-7 Form or Forms if an employee had more than one E-7 during the evaluation year.

The President of the College or the President's designee shall upon request meet with a professional staff member during the evaluation year to discuss the professional staff member's progress.

3. Evaluation of Student Advisement and College Service

- a. The professional staff member shall submit to the President of the College or the President's designee documentation relating to performance of that professional staff member's duties and responsibilities, including but not limited to a log of student advisement, if appropriate, and college service activities by December 30 and May 30. A tenured professional staff member shall be required to submit only a log of student advisement and a list of college service activities performed during a non-evaluation year.
- b. The President of the College or the President's designee shall review the document(s) and prepare an evaluation of student advisement and college service as part of the summary evaluation, except for tenured professional staff members in a non-evaluation year. This individual may seek additional information from other sources.

#### 4. Personnel File Review

Only material placed in the file since the unit member's last summary evaluation can be used toward the current summary evaluation. As part of the summary evaluation, the personnel file shall be reviewed and the information therein considered.

5. The President of the College or the President's designee shall complete the summary evaluation by February 1 of the first appointment and by June 1 of the first and subsequent appointments, except for tenured professional staff members during a non-evaluation year. The professional staff member shall receive a copy of the summary evaluation and shall have seven (7) working days in which to respond to the evaluation.

#### 6. Post-Evaluation Conference

The President of the College or the President's designee shall upon request meet and confer with the professional staff member to discuss the reasons for that professional staff member's evaluation within fourteen (14) days following the completion of said evaluation.

### **13.04 Evaluation of Tenured Unit Members**

- A. Upon receiving tenure, a unit member shall be evaluated in all components and receive a summary evaluation every third year; provided, however, that any unit member who is granted tenure shall not be evaluated during that unit member's first year of tenure, and provided further that a tenured unit member who receives an unsatisfactory summary evaluation shall again be evaluated in all components the subsequent year. An evaluation may be conducted for any unit member in a non-evaluation year for just cause.
- B. If a tenured faculty member is on leave status of any kind during the fall semester in a year in which the faculty member is scheduled to be evaluated, or if a tenured professional staff member is on leave status of any kind for more than six (6) months during a fiscal year in which the professional staff member is scheduled to be evaluated, that member shall be evaluated during the next year in which that member returns to the College and every third year thereafter.
- C. In accordance with Article 13.02, in each semester of a tenured unit member's non-evaluation year, and in the spring semester in a tenured unit member's evaluation year, the unit member shall forward to the President or the President's designee course materials, a list of college service activities, and log of student advisement. These materials shall not be evaluated and shall be returned to the unit member.

### **13.05 Reallocation of Weights Assigned to Evaluation Components**

The weights assigned to evaluation components shall be reallocated proportionally as determined by the President of the College or the President's designee, if the workload assignments of a unit member have been adjusted by assigning non-instructional activities to a faculty member pursuant to Article 12.03.



### **13.06 Written Reasons**

Upon request, a unit member shall be provided with written reasons for that unit member's evaluation(s).

### **13.07 Evaluation of Part-Time Faculty Members**

#### **A. Faculty Evaluation Criteria**

Evaluation of part-time faculty members shall be uniformly applied and based upon total teaching including consideration of the following criteria:

1. Development and improvement of instructional methodology;
2. Establishment of course objectives, course content and instructional activities;
3. Establishment of appropriate and fair procedures and instruments for student evaluation;

#### **B. Procedure**

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

##### **1. Student Evaluation**

- a. The President of the College or the President's designee shall be responsible for administering the student evaluation process.
- b. The student evaluation process will be conducted electronically on a platform agreed upon by the parties' Joint Labor Management Student Evaluation of Faculty Survey Instrument Committee and adopted by the parties. The electronic student evaluation process will be conducted via the College's designated learning management system platform or via a link that the College's administration shall distribute to students. Where technological, programmatic or reasonable accommodations under the Americans with Disabilities Act (ADA) dictate, in the discretion of the College, paper evaluations may be conducted. Should a College determine that a paper evaluation course is needed or required in a particular course, the determination of modality shall be discussed at the College's MACER. Should paper evaluations be used for a particular course, student evaluation packets for such a course shall be distributed to the unit member during the second or third to the last week of classes.
- c. It is expressly agreed that when paper evaluations are conducted, the faculty member being evaluated shall not be present in the classroom when the student evaluation is being administered and that all instruction to students with regard to such student evaluation shall be included on the evaluation instrument,
- d. The data from the student evaluation shall be tabulated and copies sent to the President of the College or the President's designee. The raw data shall be retained by the College for a minimum of one (1) year during which time the faculty member shall have access thereto.
- e. The President of the College or the President's designee shall review the tabulated data and shall forward a data summary to the faculty member by January 23 for the fall semester and by June 15 for the spring semester.
- f. The faculty member shall have seven (7) working days in which to respond to such data.

##### **2. Course Materials**

- a. The faculty member shall distribute the course materials to each student and forward a copy to the President of the College or the President's designee prior to the conclusion of the add/drop period in each semester. The

course materials shall include all materials listed on the Checklist for Course Materials. (Form XIII-E2) The confidentiality of these materials shall be maintained.

- b. Upon request of the affected unit member the President of the College or the President's designee shall consider advisory input from the appropriate department chairperson/curriculum coordinator relating to the unit member's course materials.
- c. The President of the College or the President's designee shall review the course materials and evaluate them as part of the summary evaluation. In reviewing said materials the President of the College or the President's designee may seek additional information from other sources this individual may deem appropriate, including but not limited to the department chair.
- d. The President of the College or the President's designee shall return all course materials to the faculty member by the end of the fifth (5th) week of classes in each semester. If items on the checklist are missing or if the evaluator has concerns, the faculty member will be advised in writing and will be given fourteen (14) calendar days to submit the missing items and respond to the concerns.

### 3. Classroom Observation

- a. The President of the College or the President's designee shall conduct a classroom observation once during every three (3) appointment periods.
- b. Each faculty member shall be advised of a two (2) week period during which the President of the College or the President's designee shall conduct classroom observation; provided that each faculty member shall be given at least twenty-four (24) hours' notice of the date of classroom observation; provided, however, that a one (1) time postponement may be requested by a faculty member, if requested twenty-four (24) hours in advance. Each faculty member may submit to the President of the College or the President's designee supplementary course materials regarding the planned classroom activities during said two (2) week period.
- c. Pre- and Post-Observation Conferences: For classroom observation conducted by the President of the College or the President's designee there shall upon request of the affected unit member occur a pre-observation and post-observation conference between the unit member and the President of the College or the President's designee. The post-observation conference shall occur not later than two (2) weeks after the classroom observation unless otherwise mutually agreed.
- d. The President of the College or the President's designee shall within fourteen (14) days of observation prepare an evaluation of the classroom observation in accordance with the criteria set forth in 13.07A and shall forward a copy to the faculty member and attach the evaluation to the summary evaluation.
- e. The faculty member shall have seven (7) working days in which to respond to the evaluation and attach the response to the summary evaluation.

### 4. Personnel File Review

Only material placed in the file since the unit member's last summary evaluation can be used toward the current summary evaluation. As part of the summary evaluation, the personnel file shall be reviewed and the information therein considered.

### 5. Summary Evaluation

During every third (3rd) appointment, the President of the College or the President's designee shall develop a summary evaluation of each part-time faculty member by February 1 following the fall semester and by June 30 following the spring semester and shall consider only the foregoing four (4) evaluation components which have been completed since the last summary evaluation or the first appointment, whichever is more recent. A copy of the summary evaluation shall be forwarded to the part-time faculty member and if requested, the President of the College or the President's designee shall meet and confer with the faculty member to discuss the reasons therefor. The faculty member shall have seven (7) working days to respond to the summary evaluation.

### **13.08 Evaluation of Part-Time Professional Staff Members**

#### **A. Professional Staff Evaluation Criteria**

Evaluation of part-time professional staff shall be uniformly applied and based on total job performance, including the following criteria:

1. Professional performance including:
  - a. Conformance with assigned workload as established by the appropriate administrator in accordance with Article XII, and the employee's E7.
  - b. The rendering of effective assistance to students, faculty and staff of the College, individually and/or collectively in accordance with Article XII.
2. Student advising competency and accessibility, if appropriate.
3. College service, (as applicable) including:
  - a. Serving as advisor to student activities; and/or
  - b. Serving on governance, ad hoc, college standing committees, system-wide task forces or committees, or labor/management committees; and/or
  - c. Preparing grant proposals; and/or
  - d. Participating in college, division, department or other related college meetings and/or activities as the President of the College or the President's designee may deem appropriate; and/or
  - e. Participation in the improvement and development of academic programs and resources, including recruitment
4. Personnel File Review

#### **B. Evaluation of Work Performance**

1. The President of the College or the President's designee shall annually evaluate each professional staff member and shall consider only the following evaluation components: (1) work performance; (2) student advisement and college service, as applicable; and (3) personnel file review. The results of the evaluation shall be applied in a uniform manner.
2. Within twenty-one (21) days of their appointment, a part-time professional staff unit member's appointment, that unit member shall receive one job description E7 form which shall specify a list of duties and responsibilities for purposes of evaluation.
3. Evaluation of Student Advisement and College Service
  - a. The part-time professional staff member shall submit to the President of the College or the President's designee documentation relating to performance of that professional staff member's duties and responsibilities if so assigned, including but not limited to a log of student advisement and college service, as applicable, no later than forty-five (45) days prior to the completion of the unit member's appointment.
  - b. The President of the College or the President's designee shall review the document(s) and may seek additional information from other sources that individual deems appropriate. The President of the College or the President's designee shall prepare an evaluation of student advisement and college service performed since the last such evaluation as part of the summary evaluation.
4. Personnel File Review

Only material placed in the file since the unit member's last summary evaluation can be used toward the current summary evaluation. As part of the summary evaluation, the personnel file shall be reviewed and the information therein considered.
5. The President of the College or the President's designee shall complete the work performance evaluation as part of the summary evaluation (Form XIII-10) no later than twenty-one (21) days prior to the completion of the unit member's appointment.

6. If requested, the President or the President's designee shall meet and confer with the professional staff member to discuss the reasons for the evaluation. The professional staff member shall have seven (7) working days to respond to the summary evaluation.

### **FORM SUPPLEMENT**

- XIII-E1 Student Evaluation of Instructor
- XIII-E2 Checklist for Course Materials
- XIII-E3 Classroom/Instructional Evaluation
- XIII-E4 Student Advisement Log
- XIII-E5 College Service Evaluation
- XIII-E6 Full-Time Faculty Summary Evaluation
- XIII-E7 Professional Staff Position Description
- XIII-E8 Professional Staff Summary Evaluation
- XIII-E9 Part-Time Faculty Summary Evaluation
- XIII-E10 Part-Time Professional Staff Summary Evaluation

## **ARTICLE XIII A – POST-TENURE REVIEW**

### **13A.01 Post-Tenure Review**

The Association and the faculty and professional staff at the fifteen (15) community colleges are committed to the continual improvement of the quality of education at their respective institutions and renew their commitment to the periodic evaluation of tenured unit members that has been an integral element of the parties' agreement over the years. In furtherance of this objective, the parties agree to this post-tenure review professional development plan procedure. The Employer and the Association agree that the goals of the post-tenure review professional development procedure are to:

- A. Uphold the integrity of tenure and academic freedom;
- B. Assess the professional performance of tenured unit members;
- C. Improve performance and quality of instruction and service to students.

### **13A.02 Post-Tenure Review Professional Development Plan Procedure**

A tenured unit member who has received an unsatisfactory summary evaluation pursuant to all relevant objectives, criteria, and procedures set forth in Article XIII – Evaluation, shall be deemed as “needs improvement” and required to undertake a plan of post-tenure review professional development for a period of at least one academic year.

A tenured unit member who submits binding resignation effective no later than August 31 of the year in which the unsatisfactory evaluation is issued will not be required to undertake a professional development plan. The post-tenure review professional development plan will address itself to the tenured unit member's performance since the end of the last review period. The post-tenure review professional development plan shall primarily address those areas of performance identified in the summary evaluation as unsatisfactory and therefore needing improvement. The post-tenure review professional development plan shall set forth, in writing, the activities that a tenured unit member should undertake to improve the unit member's professional work performance. The post-tenure review professional development plan shall contain measurable outcomes and shall specify the criteria that will be used to determine whether or not the tenured unit member's performance still needs improvement. The college acknowledges its responsibility in to insure that all necessary resources and institutional support needed by a tenured unit member to meet the stated goals and outcomes of the post-tenure review professional development plan shall be readily available. The college shall bear any cost associated with the completion of the post-tenure review professional development plan (e.g., tuition reimbursement, materials, travel, workload reductions). The college will provide the necessary institutional support to complete the plan.

The post-tenure review professional development plan will be created no later than May 1 of the evaluation year by the unit member's immediate supervisor, after consultation with the tenured unit member and advisory input from a Post-Tenure Review Professional Development Plan Committee (PTR Committee), and subject to the approval of the Chief Academic Officer.

The Post-Tenure Review Committee shall be made up of the immediate supervisor, a tenured unit member, when available, of the department/division elected by the full-time unit members of that department/division for a term of one year, and an individual appropriate to the circumstances appointed by the President of the College for one year from within or without the institution:

The functions of the Post-Tenure Review Committee are:

- A. To offer advisory input in the development of the plan.
- B. To act as a resource to both parties throughout the post-tenure review professional development plan year.

Before the post-tenure review development plan is approved by the Chief Academic Officer, the tenured unit member may submit a detailed statement of objections to any proposed provisions of the post-tenure review professional development plan to the unit member's Chief Academic Officer within ten (10) working days after receiving it. If the tenured unit member refuses to participate in a post-tenure review professional development plan, the Chief Academic Officer may recommend a personnel action, which may include suspension without pay for up to one year, dismissal or other disciplinary action.

### **13A.03 Evaluation of Post-Tenure Review Professional Development Plan Activities**

By September 15 of the year following completion of the post-tenure review professional development plan, the tenured unit member shall submit to the Chief Academic Officer a statement of accomplishments/activities completed pursuant to the post-tenure review professional development plan and any and all documentation relevant in evaluating accomplishments/activities pursuant to the post-tenure review professional development plan. A copy of these materials along with the original post-tenure review professional development plan will be placed in the tenured unit member's personnel file.

### **13A.04 Post-Tenure Review Summary Evaluation**

A tenured unit member who has participated in a post-tenure review professional development plan shall not be subject to any disciplinary actions related to the post-tenure review development plan until a summary evaluation has been completed pursuant to all the relevant objectives, criteria and procedures set forth in Article XIII – Evaluation. If the tenured unit member receives an unsatisfactory rating, the Chief Academic Officer may recommend to the President a further period of professional development or a personnel action, which may include suspension without pay for up to one year, dismissal or other disciplinary action.

If the President accepts the recommendation of the Chief Academic Officer, and the recommendation is to dismiss the tenured unit member, the tenured unit member shall be advised of the right to review the action with the President of the College. Such review shall take place prior to the effective date of the action.

### **13A.05 Expedited Arbitration**

A. Decisions made in the course of the post-tenure review professional development plan and procedure and the subsequent mandated summary evaluation pursuant to Article XIII – Evaluation, shall not be grievable by the Association unless and until a tenured unit member receives a suspension, dismissal, or other disciplinary action pursuant to this Article. Such challenges shall be included as part of the any grievance concerning the suspension, dismissal or other discipline received as a result of the post-tenure professional development procedure and shall be in accordance with Article 13A.05.C.

- B. No unit member shall be suspended, dismissed or otherwise disciplined in connection with the post-tenure professional development procedure without just cause.
- C. If, within ten (10) days of receiving notice of the suspension, dismissal, or other discipline, the Association wishes to appeal the decision, the Association may do so by filing a complaint and all evidence upon which the Association and tenured unit member relies or intends to rely as supporting the Association's claim for relief to the President of the College and by simultaneously filing a demand for arbitration with the American Arbitration Association, with a copy of to the Office of the Community College Counsel. Within sixty (60) days an expedited arbitration hearing on the issue will be held. The arbitrator shall issue a decision within thirty (30) days of the close of the hearing.

**NOTE FOR PROFESSIONAL STAFF:**

In the case of professional staff unit members who do not report to an Academic Division, the Chief Academic Officer will be replaced by the appropriate administrator. The post-tenure review professional development plan will be created no later than August 1 of the evaluation year. Wherever department/division is mentioned, the words "work area" will be substituted; in all other respects, the foregoing language will apply to tenured professional staff as well as tenured faculty.

**ARTICLE XIV – CRITERIA/PROCESS FOR CHANGE OF RANK OF FACULTY AND PROFESSIONAL STAFF MEMBERS**

**14.01 Faculty and Professional Staff Rank**

- A. There shall be four (4) ranks for faculty members:
  - 1. Instructor
  - 2. Assistant Professor
  - 3. Associate Professor
  - 4. Professor
- B. There shall be four (4) ranks for professional staff unit members employed as of June 14, 2000:
  - 1. Professional Staff I
  - 2. Professional Staff II
  - 3. Professional Staff III
  - 4. Professional Staff IV

**14.02 Eligibility for Change of Rank**

- A. Faculty and eligible professional staff unit members as referenced in 14.01B, who meet the following minimum qualifications shall be considered for change to a higher rank.
  - 1. The unit member must have served at least two (2) years in that unit member's present faculty rank at that unit member's College as of September 15 or professional staff rank as of July 15.
  - 2. The unit member must have been deemed other than unsatisfactory on that unit member's most recent summary evaluation.
  - 3. Qualifications for change of rank hereinafter set forth are not to be construed to limit the right of the recommending authorities to specify additional criteria when such criteria are customarily required for specialized or professional areas.
- B. Minimum Qualifications for Consideration for Change of Rank for Faculty

1.

Rank	Degree*	Time in Rank	Experience
Assistant Professor	Doctorate	2 years	4 years
	Master's + 15-30 gr. cr. hrs.	2 years	5 years
	Master's or equivalent	2 years	6 years
Associate Professor	Doctorate	2 years	6 years
	Master's + 15-30 gr. cr. hrs.	2 years	7 years
	Master's or equivalent	2 years	8 years
Professor	Doctorate	2 years	8 years
	Master's + 15-30 gr. cr. hrs.	2 years	9 years
	Master's or equivalent	2 years	10 years

\*Degrees must be from regionally accredited institutions.

2. Faculty hired after the date of execution of the 1999-2002 Agreement must meet the following additional requirements for change of rank.

Rank	Degree*
Instructor	Bachelor's Degree
Assistant Professor	Bachelor's Degree
Associate Professor	Master's Degree
Professor	Master's plus 30, or Double Masters, or C.A.G.S.

\*Degrees must be from regionally accredited institutions.

Faculty with less than a Bachelor's degree may meet this requirement through an equivalency of two (2) years of directly related full-time experience for each additional year of college. For example, an Associate's Degree and four (4) years of directly related experience would be deemed as equivalent to a Bachelor's Degree for the purposes of this Article.

3. Computation of Total Experience for Faculty Change of Rank

For purposes of determining total experience, prior experience shall be credited as follows:

- One (1) year of credit for each year of teaching experience within the Community Colleges or at a community college outside the System;
- One (1) year of credit for each year of prior full-time post-secondary teaching at other than a community college;
- One-half (1/2) year of credit for each year of prior related work experience to a maximum of ten (10) years of credit;
- One-half (1/2) year of credit for each year of full-time directly related professional staff responsibilities at the college level;
- One-half (1/2) year of credit for each year of full-time elementary or secondary school directly related teaching experience to a maximum of ten (10) years of experience.
- A Master's Degree plus fifteen (15) - thirty (30) graduate credit hours shall be the equivalent of one (1) year of experience.
- A Doctorate shall be the equivalent to two (2) years of experience.

C. Minimum Qualifications for Consideration for Change of Rank for Professional Staff

Rank	Degree*	Time in Rank	Experience
Professional Staff II	Doctorate	2 years	4 years

	Masters +15-30 gr. cr. hrs.	2 years	5 years
	Masters or equivalent	2 years	6 years
Professional Staff III	Doctorate	2 years	6 years
	Masters +15-30 gr. cr. hrs.	2 years	7 years
	Masters or equivalent	2 years	8 years
Professional Staff IV	Doctorate	2 years	8 years
	Master's + 15-30 gr. cr. hrs.	2 years	9 years
	Master's or equivalent	2 years	10 years

\*Degrees must be from regionally accredited institutions.

## 2. Computation of Total Experience

- a. One (1) year of credit for each year of experience in a directly related professional staff function within the Community College System or at a community college outside the System;
- b. One (1) year of credit for each year of prior post-secondary experience in a directly related professional staff function at other than a community college;
- c. One-half (1/2) year of credit for each year of prior related work experience to a maximum of ten (10) years of credit;
- d. One-half (1/2) year of credit for each year of full-time college teaching experience;
- e. One-half (1/2) year of credit for each year of full-time elementary or secondary school directly related professional staff function to a maximum of ten (10) years of credit;
- f. A Master's Degree plus fifteen (15) - thirty (30) graduate credit hours shall be the equivalent of one (1) year of experience.
- g. A Doctorate shall be the equivalent of two (2) years of experience.

## D. Additional Provisions

1. Part-time work and/or teaching experience shall be credited proportionally on the aforementioned criteria. No fractional total shall be credited.
  2. No credit shall be given for summer session or evening division employment.
  3. The Employer may in its discretion waive the degree and/or experience criteria.
  4. Degree requirements shall not apply to any unit member presently employed who does not have a Master's Degree.
- E. Fulfillment of the minimum formal requirements for change to a higher rank and/or recommendations by the President of the College creates no right to change in rank by implication and such authority remains within the sole discretion of the Employer.
- F. The President of the College may waive the time in rank and/or education and experience criteria requirement.

## 14.03 Procedures

- A. The President of the College shall not impose or use any quotas of any kind by rank, college, department, division, or work area and no such quota shall govern the eligibility for the change in rank of any unit member.
- B. Unit members who meet the eligibility criteria in 14.02.A.1, 2 and 3 shall automatically be considered for change in rank. The appropriate Dean shall determine who meets the above-referenced eligibility criteria and shall then forward



to the President of the College by March 15 each year that Dean's recommendation for a change in rank or no change based upon the additional criteria provided in 14.04.

- C. The President of the College shall review the recommendations of the Deans and shall announce the President's decision by April 15.
- D. Change in rank for professional staff shall not affect salary.

#### **14.04 Additional Qualifications**

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

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

#### **14.05**

It is expressly agreed that the implementation of this Article shall not result in the reduction of rank of any unit member.

### **ARTICLE XV – DISMISSAL, DISCIPLINE & RESIGNATION**

#### **15.01 Dismissal**

- A. Dismissal is defined as the discharging of a unit member for just cause prior to the expiration of that unit member's appointment and shall not be invoked except through due process.
- B. Prior to making a determination regarding the dismissal of any unit member, the President or the President's designee shall notify the unit member in writing of the reasons dismissal is being considered. The President or the President's designee shall provide the unit member an opportunity to meet in person so the unit member may present any information the unit member wishes the President or the President's designee to consider. If the unit member does not wish to meet in person the unit member may provide any written material he/she wishes the college to consider within twenty (20) calendar days of the receipt of the notice dismissal is being considered. If the decision is for dismissal, the unit member shall be notified in writing within twenty (20) calendar days, unless extended by mutual agreement, of either the receipt of material or the twenty (20) day timeline expires. A dismissed unit member may file a grievance pursuant to Article X, Step Two (Mediation).

#### **15.02 Discipline**

Nothing in this Article shall preclude the Employer or its representatives from disciplining unit members by means less than discharge, including but not limited to suspension with or without pay, provided that such discipline shall be for just cause; and provided further that a unit member who is suspended without pay shall upon written request be entitled to a hearing within fourteen (14) calendar days after receipt of such request and to back pay in the event the suspension is reversed.

**15.03 Resignation**

A unit member shall give notice of resignation at least thirty (30) calendar days prior to the effective date of resignation, unless otherwise mutually agreed by the unit member and the President of the College or the President's designee.

**15.04**

Unless otherwise specifically modified herein, the provisions of Article X shall be applicable to this Article. Discipline of a Unit Member pursuant to Article XIII A shall be governed by the provisions of Article XIII A and not Article XV.

## **ARTICLE XVI – FILLING OF VACANCIES IN THE BARGAINING UNIT**

### **16.01**

A notice of vacancy in the bargaining unit shall be dated and shall include a statement of duties, position title, salary range for the position, anticipated effective date, closing date of application and all qualifications for said position as determined by the President of the College or designee and shall indicate the unit status of the position.

All notices of said vacancies shall be posted on bulletin boards customarily used to notify unit members. In addition, the Employer shall administer Article XVI in a manner consistent with Article VIII and the Employer's Affirmative Action Policy.

Copies of all unit vacancies as described above shall be forwarded to the President of the Association or designee and the local Chapter President as provided in Article 2.06.

### **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 such unit members are the best-qualified applicants. If the President of the College or designee determines that two (2) or more applicants are equally best qualified, priority of consideration shall be given in the following order:

1. To the retrenched unit member within the Community College System;
2. To the unit member within the department where the vacancy occurs;
3. To the unit member at the College where the vacancy occurs;
4. To the unit member employed at another College in the Community College System.
5. To a 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.
6. To the former unit member whose source of remuneration is derived from non-state appropriated funds and whose position was eliminated or who left the position due to the college reducing the unit member's work hours within the four (4) months prior to the vacancy posting date.

Any appointments to a vacancy shall be consistent with the affirmative action goals and in accordance with the Employer's Affirmative Action Policy.

## **ARTICLE XVII – TRANSFER**

### **17.01 *Transfer Procedures***

In the event the transfer is initiated by the unit member, application for transfer shall be made directly to the President of the College or the President's designee to which or within which transfer is desired; provided, however, that applicants shall inform the President of the College from which transfer is desired of any such application at the time application is made. Candidates for transfer are subject to the same selection procedures as any other applicant for an available position. It is expressly understood that transfer is not automatic and is subject to the discretion of the receiving College; provided that if the President of the receiving College or the President's designee determines that two (2) or more applicants are equally best qualified, priority of consideration shall be given in the following order:

1. To the unit member within the department where the vacancy occurs;
2. To the unit member at the College where the vacancy occurs;
3. To the unit member employed at another College in the Community College System.

## **17.02**

A unit member who is tenured at the time of that unit member's transfer to another Community College shall retain that unit member's tenure. A unit member with a regular appointment which provides a just cause standard for termination shall retain such standard upon that unit member's transfer to another Community College.

## **17.03**

For salary purposes only, seniority is based upon the sum of the seniorities which a unit member has earned, without a break in service, at all of the Massachusetts Community Colleges and/or at a unit of a public institution of higher education that was merged with a Massachusetts Community College.

## **ARTICLE XVIII – NOTICES**

### **18.01 *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; if mailed certified mail, return receipt requested first class mail; if emailed to the unit member's College email address, return receipt requested or, by facsimile transmission, and addressed to the person concerned at the address as shown on the records of the College or if to administrators of the College or the Employer to their regular place of official business. Unit members shall be allowed to opt-out of email communications pursuant to this Section through written notice to the Director of Human Resources and the Unit member's immediate supervisor for periods outside of the fall and spring semesters, when off contract, or when on leave; provided, however, part-time professional staff and faculty can opt out of email communications for any duration.

### **18.02 *Notice of Class Cancellations***

If classes are canceled all faculty and professional staff shall be notified in accordance with the notification procedure established at each College that they need not report to work; provided, however, that during the semester break, when classes are not in session, professional staff unit members shall be notified in accordance with the same procedure. Such procedure shall provide for either radio, email, or telephone notice. Any use of email for notifications under this provision will be accompanied by either radio or telephone notice. This notice will be given as soon as possible, but no later than 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 XIX – RETRENCHMENT<sup>3</sup>**

### **19.01 *Basis for Retrenchment***

- A. The Employer may from time to time retrench one (1) or more members of the bargaining unit whenever in the exercise of its sole discretion it shall have determined that such retrenchment is required due to bona fide financial reasons or where there occurs within an institution a bona fide discontinuance, reduction or shift in academic emphasis or professional service needs or for other related bona fide programmatic reasons.
- B. The provisions of this Article shall exclusively govern the discontinued employment of a member(s) of the bargaining unit prior to the expiration of a member's term of appointment through no fault or delinquency on the member's part. It is clearly understood that the non--reappointment of unit members pursuant to the provisions of Article XI is not covered by the terms of this Article.

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<sup>3</sup> Article XIX- Retrenchment of the MCCC Contract shall apply to all faculty and professional staff unit work assigned before 4:00 p.m., and all work assigned under the provisions of 12.03.B.3.

C. The President of the College shall notify both the President of the Association and the Chapter President in writing of the impending retrenchment of unit member(s) and the reasons therefore, including any available documentary evidence pertaining thereto. The President of the Association or the President's designee may respond in writing to the President of the College as to that person's judgments and recommendations based upon the contents of the initial notification letter and/or subsequent to the consultation process described in 19.02.

D. Notification

In addition to the notification given to the President of the Association under Article 19.01C, notice of retrenchment to affected unit member(s) shall be made pursuant to the following terms and conditions:

1. Whenever the President of the College shall have determined that any unit member shall be retrenched under this Article, the President of the College or the President's designee shall give notice of retrenchment to the affected unit member and the effective date of such retrenchment.
2. Such notice shall be sent to the unit member affected as soon as practicable recognizing that, where circumstances permit, it is desirable that the effective date of said notice be sixty (60) days prior to the semester in which the employment of said retrenched unit member(s) shall be discontinued.

**19.02 Consultation**

- A. In addition to notifying the President of the Association and the President of the Chapter as hereinbefore provided, the President of the College or the President's designee shall meet and confer with the President of the Association or the President's designee regarding the administration's plans for the retrenchment of unit members and the reasons therefore.
- B. Accurate information, statistics or financial data related to any change or plan shall be made available by the President of the College or the President's designee for inspection and/or copying upon request of the President of the Association or the President's designee; provided, however, that this shall not require the College to compile such information, statistics or financial data in the form requested unless already compiled in that form.
- C. In adopting a plan of retrenchment, the judgment of the Employer upon recommendation of the College shall be final; provided, however, that said retrenchment shall not be made in an arbitrary, capricious or unreasonable manner.
- D. If and when retrenchment is to occur and it is otherwise financially practicable, the College shall make reasonable efforts to utilize attrition in order to effect the required reductions of unit members.

**19.03 Reassignment**

Whenever it shall have been determined to be necessary to retrench any unit member, the College shall reassign an affected unit member to a position within another division, department/work area or professional service area within the College at which the retrenchment occurs; provided, however, that such reassignment shall only be made to a then existing vacancy in such department/work area or professional service area. No such reassignments shall be made unless such unit member is qualified for such reassignment as determined by the President of the College or the President's designee. A unit member shall be deemed to be qualified by the President of the College or the President's designee if the unit member has taught at least eight (8) sections at the College in the work area to which the reassignment is to occur, or, if the provisions of the retraining Article, Article 19.08, apply. Such reassignment shall not be made without the assent of the unit member.

**19.04 Retrenchment Procedure**

- A. The President of the College shall make reasonable efforts to effect the required retrenchment by exhausting attrition and reassignment.

- B. Once a determination has been made to retrench unit members within a particular division, department, work area or professional service area the order of retrenchment shall be:
  1. Part-time employees in the affected work area;
  2. Temporary employees in the affected work area;
  3. Unit members in the affected work area according to reverse seniority.
- C. In selecting among and between full-time unit members, the seniority of each unit member within any department/work area/program, whichever is appropriate, at a College shall determine the order in which the unit member shall be retrenched from that department/work area/program area, whichever is appropriate, so that the most senior such member shall be last retrenched and the least senior such member shall be first retrenched; provided, however, that such order of retrenchment shall govern only insofar as, pursuant to its initial application, those unit members to be retained are by training, academic credentials, and/or experience as determined by the President of the College or the President's designee qualified to teach the remaining courses offered by such department or within such program area; provided further that if a unit member is qualified to teach in more than one work area according to the criterion of having taught eight (8) sections in that work area, then college-wide seniority in the professional staff work unit and the faculty work unit shall prevail in the event of retrenchment.
- D. A unit member who is aggrieved by the order of retrenchment shall upon request be notified of the reasons for such retrenchment as it relates to that unit member's employment being discontinued.

**19.05 Seniority**

- A. Seniority shall mean a unit member's length of continuous full-time unit service in the professional staff work unit and the faculty work unit at that unit member's College; provided, however, that seniority for returning administrators shall be calculated pursuant to the provisions of Article 11.04. Continuity of service shall not be broken by a leave of absence, whether paid or unpaid, unless otherwise provided in this Agreement. Seniority shall accrue during a paid leave but shall not accrue during an unpaid leave.
- B. Seniority of a unit member who was on non-state appropriated funds shall be counted on a one (1) year to one (1) year basis in the event that such unit member becomes an "AA" employee; provided, however, there is no break in service.
- C. By October 15 of each year, the President of the College or the President's designee shall forward to the President of the Association or the President's designee seniority lists, which shall indicate a unit member's college-wide seniority in the professional staff work unit and the faculty work unit and the unit member's seniority in that unit member's department(s)/program area(s)/work area(s) whichever is appropriate.

**19.06 Lay-Off Status**

- A. If a unit member is retrenched, no one shall be appointed to perform the released unit member's function within a period of four (4) years from the date of retrenchment; provided, however, that on or before June 10 of each calendar year subsequent to the date of retrenchment the released unit member shall give written notice by certified mail, return receipt requested, to the President of the College or the President's designee of the released unit member's intention to be available on the recall list. Subject to the notice requirement as hereinbefore provided, such released unit member shall remain on the recall list until (1) the released unit member has been offered reappointment to the released unit member's former function with equivalent tenure and no loss of benefits, or (2) said unit member has failed to meet said unit member's obligations under the provisions of this Article, (3) but not longer than four years after the effective date of retrenchment.
- B. Notice of vacancies shall be sent to the President of the Association or the President's designee by the President of each College or the President's designee.

### **19.07 Recall**

- A. Whenever during the term of this Agreement it shall be determined to fill in whole or in part any unit position in any work area in which retrenchment has earlier taken place, the President of the College shall recall in inverse order of retrenchment the appropriate unit member who shall have been retrenched from such work area; provided that the unit member is qualified by training and/or experience to perform the duties of the position. Whenever an offer to recall has been extended and refused by a unit member, the offer to recall shall be extended to the next unit member on the recall list. For any unit member who accepts a recall appointment to that unit member's College, all previously accrued seniority and other contract rights shall be retained.
- B. In addition, a unit member who is retrenched and is deemed qualified by that unit member's training, academic credentials and/or experience as determined by the President of the receiving College or the President's designee for any available vacant unit position at the receiving College shall be given priority of consideration. A unit member who is tenured at the time of that unit member's hire at another Community College shall retain tenure. A unit member with a regular appointment which provides a just cause standard for termination shall retain such a standard upon that unit member's hire at another Community College.

### **19.08 Retraining**

- A. Any unit member facing retrenchment shall be eligible for consideration for sabbatical leave regardless of that unit member's length of service and, if recommended by the President of the College or the President's designee to retrain for a suitable position which would be available concurrent with the date of retrenchment, such sabbatical leave shall be granted subject to the approval of the Employer.
- B. No later than sixty (60) days after execution and ratification of this Agreement, the Joint Study Committee shall establish a retrenchment retraining subcommittee which shall study and report on the feasibility of providing retraining opportunities for retrenched unit members.
- C. A unit member who is retrenched or who shall foreseeably be retrenched may request the approval of the President of the College or the President's designee to enter a retraining program without cost to the College and if such approval is granted the unit member shall be extended priority of consideration for any position which the President of the College or the President's designee deems the unit member is qualified for subject to the availability of a position. Said retrenched unit member shall, upon acceptance in the regular day program at a public college or university within the Commonwealth, be granted a full tuition remission for the purposes of retraining subject to the approval of the Employer or their designee.

## **ARTICLE XX – DEPARTMENT CHAIRS/CURRICULUM COORDINATORS/PROGRAM COORDINATORS**

### **20.01 Department Chairs/Curriculum Coordinators/Program Coordinators**

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

### **20.02 Appointment**

The department chair/curriculum coordinator/program coordinator shall be appointed by the President of the College in accordance with the procedures described in this Article. The term of the department chairperson shall be for a renewable

term of one (1) year unless a vacancy is declared by the President of the College as hereinafter provided or unless the department chairperson is unable to serve.

### **20.03 *Withdrawal from Duties***

Notification of at least one (1) semester shall be given by a department chair whenever the department chair does not wish to continue in the position of department chair. A department chairperson who is the only full-time faculty member in a department or work area cannot resign the department chairperson's responsibilities without also resigning that faculty member's faculty position.

### **20.04 *Jurisdiction***

The provisions of this Article shall be applicable to all unit members performing the duties and responsibilities of a department chair or curriculum coordinator/work area/program coordinator.

### **20.05 *Department Chairperson/Curriculum Coordinator (Work Area)***

A Department chair (work area) may be responsible for the following duties:

- A. The submission of the preferred subject matter preparation and preferred class schedule of unit members within the department chair's department consistent with Article XII.
- B. Implementing the process of evaluation of course materials contained in Article XIII. The department chair (work area) shall not be involved in whole or in part in any other evaluation process and shall not participate in any personnel action recommendations.
- C. Advise on the discipline competency of all applicants for vacancies within the department after consultation with members of the department.
- D. Other duties may be assigned to a department chairperson (work area) if specifically contained in a job description and such duties are consistent with the needs of the College and the provisions of this Article.

### **20.06 *Department Chair/Curriculum Coordinator (Program)***

The department chair (program) may be responsible for the following duties:

- A. Assist in the recruitment and orientation of new instructional staff;
- B. Advise on the instructional competency of all applicants for vacant positions within the program after consultation with members of the program unit;
- C. Submit the preferred subject matter preparation and class schedule of unit members within the department chair's program consistent with Article XII;
- D. Supervise the development of instructional materials and assist in conducting research on the effectiveness of the instructional program consistent with the philosophy and objectives of the College, the requirements of external and/or regulatory agencies and Article VII of this Agreement;
- E. Instruct courses or portions thereof within the program as appropriate;
- F. Assist in the implementation of the following evaluation processes as contained in Article XIII:
  - 1. The process of evaluation of course materials.
  - 2. The process for classroom observation in a clinical or laboratory-like setting wherein the student is developing a variety of occupational and/or pre-professional skills fundamental to the students' performance after completion of



designated programs. The Department Chair (program) shall not implement the process for evaluation by students nor the process for classroom observation where didactic instruction is involved.

- G. Encourage faculty to develop new methods of instruction;
- H. Develop and prepare for submission all reports and accreditation materials required by governing or accrediting agencies;
- I. Participate in the formulation of the program's budget and administer it within the prescribed limits established by the College;
- J. Evaluate and make recommendations for any employees not in the faculty/professional staff unit assigned to the department chair's program area;
- K. Cooperate with the President of the College or the President's designee in the development, dissemination and implementation of Board of Higher Education/College policy, regulations and procedures;
- L. Meet with the Advisory Committees which support or influence the instructional program in cooperation with the department chair's supervisor. Establish liaison and cooperation with external agencies essential to the implementation of the program particularly where use of external facilities or resource personnel is required;
- M. Cooperate and facilitate cooperation with other program areas and/or departments, learning resources, student services and administrative services within the College;
- N. The designated administrator shall implement all evaluation processes for the department chairperson and the coordinator, if said coordinator does not report to a department chair. If the coordinator reports to a department chair, the process for the evaluation of course materials shall be performed by the department chair;
- O. Other duties may be assigned if specifically contained in a job description and such duties are consistent with the needs of the College and the provisions of this Article.
- P. The department chair (program) shall be responsible for the total implementation of a college program and/or curriculum defined as a series of diverse courses usually leading to a certificate of associate degree and which require multiple faculty in order to provide core courses and where accreditation, licensure or other external governing agencies require a member defined within the unit to perform supervisory functions for approval, maintenance or continuance of the program.

#### **20.07 Procedure for the Selection of Department Chair<sup>4</sup>**

At least two (2) months prior to the expiration of a term of office of a department chair, or upon a declaration of a vacancy, the President of the College shall notify the members of the department/ discipline/work area/program of the need to select a chair. The following procedures shall be followed in the selection of a department chair:

- A. The President of the College will post the job description for seven (7) calendar days within the College;
- B. The members of the department/discipline/work area/program have seven (7) calendar days to make application;

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<sup>4</sup> Program Coordinator shall be included in the process.

- C. At the expiration of this period of time, if the President of the College or the President's designee determines that there are no applicants qualified for the position, the President of the College or the President's designee may post outside the College;
- D. When a department chair (department/discipline/work area) is to be selected, the process shall be:  
At the conclusion of the posted period, members of the department shall meet to review the applicants for the position. Thereafter, the members of the department/program will by secret ballot elect one (1) person from the applicants and thereafter make a recommendation to the President of the College or the President's designee. If acceptable, the President of the College shall within ten (10) working days of receipt of such nomination recommend appointment of such nominee to the Employer.  
  
If unacceptable, the department shall recommend an additional candidate. If the second nominee is unacceptable, the duties of evaluation of course materials shall be assigned to a non-unit member and the balance of responsibilities contained herein shall be performed by the department/work area member originally recommended to the President of the College or the President's designee.
- E. When a department chair (program) is to be selected, the process shall be:  
At the conclusion of the posted period whether by internal or external recruitment processes, members of the department/program shall meet to review all applicants for the position. Thereafter, the members of the program area will by secret ballot determine whether each applicant is qualified according to the qualifications criteria in the job description and certify without ranking them to the President of the College or the President's designee. The President of the College or the President's designee shall recommend the appointment of the department chair (program) to the Employer.
- F. When a coordinator (college-wide) is to be selected, the process shall be in accordance with Article XVI of the Agreement.

**20.08 Evaluation of Department Chair**

- A. Each department chair shall be evaluated annually by the President of the College or the President's designee in writing not later than March 30 of each contract year. The evaluation shall be based upon the accomplishment of tasks which have been established and agreed upon between the department chair and the President of the College or the President's designee.  
  
The evaluation shall also include the evaluation by each unit member within the work area/program, the results of which shall be recorded on a form (See Department Chair Evaluation Forms XX-1 or XX-2 in Form Supplements); provided, however, that any changes made on the form by the Employer shall be preceded by consultation with the Joint Study Committee. The President of the College or the President's designee shall administer the evaluation form in a manner to insure the anonymity of the unit member responding; provided, however, that a department chair who is non-reappointed based on these evaluations may, upon request, have direct access to the evaluations and the identity of the authors thereof. The evaluations by unit members shall be used for the sole purpose of the recommendation to appoint/non-reappoint the department chair.
- B. The President of the College or the President's designee shall notify the department chairperson in writing of the President's recommendation for appointment/non-reappointment based upon the evaluation process. The department chairperson may respond within seven (7) working days to the evaluation. After the recommendation is implemented the department chair evaluations completed by unit members shall be removed from the personnel file of the evaluated unit member.

## **20.09 Recall**

The parties recognize that the recall of a department chair by discipline/work area/program members is an unusual occurrence and that such recall should be based upon extraordinary circumstances. The parties agree, therefore, that the following procedures for the recall of a department chair by discipline/work area/ program members shall not be used until a department chair has served at least one (1) academic year from the date of appointment.

### **A. Informal Procedures**

Within five (5) working days of the receipt of a statement setting forth specific complaints signed by one-third (1/3) of all full-time department members, the department chair shall meet to confer with all members of the department work area. This meeting shall be for the purpose of attempting to find an informal resolution of any complaints set forth in the signed statement.

If the complaints are not resolved to the satisfaction of one-third (1/3) of the full-time department/ work area members, the concerned members should next meet informally with the Academic Dean to discuss the matter and obtain, if possible, the Dean's assistance in reaching an informal settlement of said complaints. Failing this the department/work area members may then proceed to the formal recall procedures hereinafter described.

### **B. Formal Procedures**

1. Upon presentation to the academic Dean of a petition signed by one-third (1/3) of the full-time members of the department/work area, excluding the department chair, stating specific reasons for recalling the department chair, the academic Dean shall promptly give fourteen (14) calendar days' written notice to all department/work area members setting forth the time, date and place of a meeting to consider the recall petition and to vote on either a motion that the department/work area chair continue in office or a motion to recommend to the President of the College that the President declares a vacancy to exist in the department/work area. The department chairperson/work area may be present at this meeting.
2. The academic Dean and an impartial person from the faculty at large, who shall be elected by members of the department/work area, shall conduct the recall meeting, and if the academic Dean and the members of the department/work area shall have so decided, shall conduct successor meetings for the same purpose. The academic Dean and such impartial person from the faculty at large shall record any subsequent vote(s) taken within the department/work area on this matter.
3. A vote by secret ballot of the majority of all full-time department/work area members shall be required to recommend to the President of the College or the President's designee that the President declares a vacancy to exist in the department chair position. If a majority of the department/work area members so vote, the results of the balloting with reasons shall be forwarded to the President of the College or the President's designee. The President of the College shall determine the recall or continuance within ten (10) calendar days and so notify the department/work area with reasons. The President's decision shall be final.

## **20.10 Workload Reduction**

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

## **20.11 Compensation**

In addition to the workload reduction specified in 20.10, a unit member who performs the duties and responsibilities of a department chair or curriculum coordinator/work area/program coordinator/college wide coordinator may receive either additional workload reduction or be compensated at a rate per credit semester as set forth in Appendix C, or may receive a

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

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

### **FORM SUPPLEMENT**

XX-1 Department Chair/Curriculum Coordinator Evaluation Form

XX-2 Department Chair/Work Area Evaluation Form

## **ARTICLE XXI – SALARY ADJUSTMENT**

### **21.01 Salary Rate Increases**

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

- A. Salary Rate Increases for full-time faculty and full-time professional staff for FY22 and FY23
  - 1. Effective the first full pay period of July 2021 each full-time bargaining unit member on the payroll as of June 30, 2021 will receive a 2.5% salary increase. The base salary for new hires shall also increase by 2.5% (See New Hire Tables 1 and 2 in Forms Section of Contract.) In addition, the point values in the New Hires, Reclassification and Transfers of Unit Professional Staff box on New Hire Table 2 and the point value contained in New Hire Table 1 for faculty shall be increased by 2.5%. This increase shall be paid retroactively.
  - 2. For the purposes of providing unit members with a one-time COVID-19 adjustment bonus, effective the second payroll of July 2021, every unit member who was employed at the time of the first full pay period of July 2021 and who remained employed as of the date of the execution of this Agreement will receive a one-time COVID-19 Recognition Bonus in an amount equal to one and one-half (1.5%) percent of their base salary or One Thousand (\$1,000.00) Dollars whichever is greater.
  - 3. Effective the first full pay period of July 2022 each full-time bargaining unit member on the payroll as of June 30, 2022 will receive a 2.0% salary increase. The base salary for new hires shall also increase per the parties' agreement. (See New Hires Tables 1 and 2 in forms section of contract) In addition, the point values in the New Hires, Reclassification and Transfers of Unit Professional Staff box on New Hire Table 2 and the point value contained in New Hire Table 1 for faculty shall be increased by 2.0 %. This increase shall be paid retroactively.
- B. Salary Increases for part-time faculty and part-time professional staff for FY22 and FY 23
  - 1. Effective the first full payroll of July 2021, each part-time unit member on the payroll as of June 30, 2021 will receive a 2.5% salary increase. The minimum hourly rate for part-time professional staff and faculty members shall also be increased by 2.5% so that no part-time professional staff or faculty member shall be compensated at a rate lower than \$30.78 per hour.

2. Effective the first full pay period of July 2022, the parties will implement a salary grid for part-time employees. All part-time unit members on the payroll as of June 30, 2022 earning less than the minimum hourly rate called for by the salary grid shall be paid per the salary grid. Part-time unit employees paid at a rate higher than that called for by their interval on the salary gride shall receive a 2.0% increase. These payments shall be made retroactively.
  3. For the purposes of providing unit members with a one-time COVID-19 adjustment bonus, effective the second payroll of July 2021, every part time unit member who was employed at the time of the first full pay period of July 2021 and who remained employed as of the date of the execution of this Agreement will receive a one-time COVID-19 Recognition Bonus in an amount equal to one and one-half (1.5%) percent of their annual earnings for the period July 1, 2020 to June 30, 2021.
- C. The Association acknowledges that the one-half percent (0.5%) increase already included in Paragraph A1 and B1 above, fully satisfies any and all obligations that the BHE has or may have to it or its members pertaining to Paid Family and Medical Leave (PFML) contributions. Specifically, the Association hereby waives its right to assert, and hereby relinquishes any and all claims, whether pending or to be brought, including the DLR consolidated matter SUP 19-7688 filed on November 12, 2019, regarding the BHE's obligation to bargain over the amount of PFML contributions to be paid by its members, and regarding any entitlement to compensation or reimbursement for PFML contributions paid since October 2019 or to be paid by its members at the maximum allowable contribution rate determined by the Department of Family and Medical Leave (DFML). The parties agree to execute any and all needed documents necessary to effectuate this paragraph including, but not limited, to the dismissal of any pending SUP complaints pending at the Department of Labor Relations.

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

### ***21.02 Salary Grids***

For Classifications and/or salary adjustments, please see Appendix B Salary Grid Memorandum of Agreement.

### ***21.03 Direct Deposit***

Salary payments shall be electronically forwarded directly to a bank account or accounts selected by the unit member for receipt. Pay advices shall continue to be made available to employees electronically. Additionally, an employee may request a paper copy from the College's Human Resource or Payroll office. In the extraordinary event that the Union alleges that an employee can not comply with the agreement relative to electronic transfer due to severe hardship such as an inability to access a bank or financial institution during off hours or there is not ATM available within a reasonable geographic distance from an employee's work site or home, the Union may petition the Human Resource Division of the Commonwealth for a direct deposit Special Exemption, a copy of which shall be sent to the College and Commissioner.

The Human Resources Division, in concert with the Office of the State Comptroller shall review the request for the Direct Deposit Special Exemption filed by the Union and will notify the Commissioner and the Union of its finding. The parties agree that the provisions of this Section are not grievable or arbitrable.

#### **21.04 Additional Compensation**

- A. In those Colleges where faculty are currently required to perform duties beyond the academic year as defined in Article 12.03E1 or may be required to do so in accordance with the provisions of Article 12.03E2, those faculty members shall receive a salary adjustment in direct proportion to the additional duties assigned, as provided in paragraphs B and C below.
- B. In those programs with an instructional component extending beyond the academic year for which the faculty member is responsible for providing direct instruction, such additional compensation shall be based on 1/160 (0.00625) of the faculty member's annual salary for each day worked and shall be in remuneration for both instructional and non-instructional workload in accordance with Article XII.  
To the extent that a faculty member's assigned instructional summer workload exceeds the faculty member's average instructional workload during the academic year, that member shall receive an additional 0.00084 of the faculty member's annual salary for each instructional hour beyond that average.
- C. Where faculty are only required to perform occasional hours of field-based work, the number of hours shall be determined by the President of the College or the President's designee after consultation with the faculty member before such additional duties are scheduled to commence. Additional compensation shall be computed by multiplying 0.00084 by the faculty member's annual salary by the number of hours assigned.
- D. Faculty who are requested to and agree to perform work covered by this agreement beyond the academic year in the programs listed in 12.03E6 shall be compensated in accordance with paragraphs B and C above.
- E. Faculty performing any authorized work beyond the term of the academic year not otherwise addressed in this Section 21.04 shall be paid for such additional work at the hourly rate of a minimum of Forty-Five (\$45.00) Dollars per hour.

#### **21.05 Maintenance**

- A. All full-time professional staff hired after the effective date of this Agreement shall be assigned a salary which conforms to the criteria of the classification study as it may have been amended by the parties to this Agreement.
- B. All full-time faculty hired after July 1, 2000 shall be assigned a salary which conforms to the criteria of the classification study as it may have been amended by the parties to this Agreement.

#### **21.06 Reopener**

In the event that during the term of the Agreement a collective bargaining agreement is submitted by either the Governor or the Secretary of Administration and Finance and funded by the Legislature, and in the event that such agreement contains provisions for across-the-board salary increases in excess of those contained in this Memorandum of Agreement, the parties agree, at the request of the MCCC, to re-open their collective bargaining agreement for further negotiations.

#### **21.07 Compensation Reclassification**

In circumstances where a unit member is reclassified and/or hired into a different higher grade MCCC unit professional position at the same College, in the event the classification specification calculation does not provide an increase in salary of at least the difference between the minimum salaries of the two grades, the College shall place any such individual on the salary grid at the amount closest to at least the actual difference between the grades and place a memo in the personnel file.

#### **21.08 Competitive Placement/Off-Column-Academic Credential**

In circumstances where a unit member on Column H (Competitive Placement/Off-column) receives a new academic credential, said employee shall be advanced two (2) intervals on column H of the Grid. In the event an employee is at

interval 2, the employee shall advance one (1) interval; and if the employee is at interval 1, the employee shall remain at interval 1.

### **21.09 Salary Adjustments**

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

### **21.10 Classification Appeal Process**

The following Classification Appeals Process is hereby agreed to by and between the Massachusetts Board of Higher Education; the Massachusetts Community Colleges; and the Massachusetts Community College Council.

The objective of this proposal is to achieve timely classification and compensation decisions through placement of responsibility for the classification process at the local college and to provide for timely resolution of any appeal of those decisions.

#### Section 1. Class Specifications

##### A. Classification Placement

The class specification system in place at the time of this agreement shall form the foundation of the classification system. It is the responsibility of the College to determine the initial placement into the classification system.

##### B. Full-Time Faculty Point Calculation

Within ten calendar days after the first day of employment, each full-time faculty member shall complete and submit a faculty data form, to be developed by the Classification Appeals Committee and approved by the Board of Higher Education. Within 30 days after the first day of employment, each full-time faculty member shall be provided with a copy of the faculty member's point calculation, on a form to be developed by the Classification Appeals Committee and approved by the Board of Higher Education. A copy of the point calculation form will be forwarded electronically to the Board of Higher Education and the Union.

### C. Full-Time Professional Staff Class Specification and Point Calculation

Within ten calendar days after the first day of employment, each full-time professional staff member in the bargaining unit shall complete and submit a professional staff data form to be developed by the Classification Appeals Committee and approved by the Board of Higher Education. Within 30 days after the first day of employment or change in the job classification, each full-time professional staff member in the bargaining unit shall be provided with a copy of the professional staff member's class specification and point calculation on a form to be developed by the Classification Appeals Committee and approved by the Board of Higher Education. A copy of the point calculation form will be forwarded electronically to the Board of Higher Education and the Union.

## Section 2. Reclassification

### A. Full-Time Unit Member Appeal of Initial Point Calculation

Within sixty (60) days of notice of a point calculation, a full-time unit member may request a review of the points assigned through the point calculation process conducted by the college to establish the salary rate upon hire. Such request for review shall be on a form to be developed by the Classification Appeals Committee and approved by the Board of Higher Education. The college shall issue a response within 14 days of receipt of a review request. The effective date of any change shall be the date of hire. Faculty change in rank decisions are not subject to this appeals process.

### B. Individual Request for Reclassification - Inadequate reflection of job duties

A full-time professional staff member may request an audit of their position only if substantive changes have occurred since the last classification/appeal or if the full-time professional staff member has had no prior opportunity to appeal. The employee shall file said request, on a form to be developed by the Classification Appeals Committee and approved by the Board of Higher Education, with the President or designee and shall forward a copy to the Union. Within 90 days of the receipt of the request, the college shall conduct a job audit, utilizing a job audit questionnaire to be developed by the Classification Appeals Committee and approved by the Board of Higher Education, and issue a decision. Upon request of the unit member, a Union representative may be present at the job audit. In the event the request for reclassification is denied, the decision shall include a complete copy of all documents relied upon in making the determination.

### C. Individual Appeal of Reclassification Decision

Within 10 days of receipt, the decision of the college on an individual request for Reclassification may be appealed.

Appeal of the college's decision, including points assigned for salary purposes, shall be requested on the form to be developed by the Classification Appeals Committee and approved by the Board of Higher Education. The form shall be submitted to the Classification Appeals Committee and shall include a complete copy of all documents relied upon in making the determination. A copy of the appeal shall be forwarded to the Board of Higher Education, the President or designee and the Union. The Committee shall render a decision as soon as possible, normally within 90 days of the receipt of an appeal. The Classification Appeals Committee's decision is not subject to the grievance procedure and shall be final and binding.

### D. Classification Appeals Committee

The Classification Appeals Committee shall be composed of eight (8) members; one (1) appointee by the Board of Higher Education; three (3) appointees by the Council of Presidents; and, four (4) appointees by the Union for a period of two (2) years. Release time for Union appointees must be approved by the appropriate College President or designee. The parties agree that the unit member's primary responsibility is to the College and recognize that changes to the Committee structure may be required. The charge of the Committee shall be to review and issue decisions on all faculty and unit professional staff unit classification appeals. Committee members shall



serve without loss of compensation and/or benefits. The parties recognize that, if it is deemed appropriate, a second committee may be formed to hear faculty or unit professional staff appeals.

The goal of the Classification Appeals Committee is to reach decisions by consensus. In the event consensus cannot be reached, decisions of the Classification Appeals Committee shall be approved by no less than five (5) committee members.

### Section 3. Effective Date - Reclassification

When a reclassification request is granted, such reclassification shall be effective at the beginning of the payroll period next following the date of the request for reclassification to the College President or designee.

### Section 4. Compensation Rate Assigned As The Result of An Appeal

The unit member's salary will be calculated using the point system in place at the time of this agreement, or as modified by the parties. In no event shall an appeal decision result in a lower salary.

### Section 5. New, Updated or Retired Specifications

Classification Specification Review Committee.

1. The parties to this Agreement acknowledge the need to periodically review existing bargaining unit job specifications in an effort to cause those job specifications to more accurately reflect the duties and responsibilities performed by incumbents of those titles or to meet the needs of the colleges. When the President or President's designee or the Association or the Classification Appeals Committee believes that a new specification is necessary or desirable, the party may submit a proposed classification specification and the reasons therefor for system-wide review and approval to the Classification Specification Review Committee. Likewise, where a College or the Association or the Classification Appeals Committee believes that an existing specification is no longer needed or is outmoded, the President or the President's designee or the Association or the Classification Appeals Committee may submit a request to the Classification Specification Review Committee to review and determine whether the specification should be retired and/or replaced. Upon approval of funding, the services of a consultant may be utilized by the Committee.
2. Upon receipt of request from either a President/ President's designee or the Association pursuant to Paragraph A 1 above, the Committee shall convene and review the request. All requests shall be reviewed in the order that they are received by the Committee. After consideration of the request, the Committee may make recommendations to the Commissioner for review. Within thirty (30) days after receipt, the Commissioner shall indicate acceptance or rejection of any recommendation made by the Committee.
3. The Committee shall be comprised of eight (8) members; one appointed by the Board of Higher Education, three (3) appointees by the College Presidents and four (4) members appointed by the Union. Committee members shall serve without loss of compensation and/or benefits.
4. The Committee shall develop, within six (6) months of the ratification of this Agreement by the union's members, procedures and guidelines for such a review process.

## **FORM SUPPLEMENT**

XXI-1 New Hire Notice to Unit Members

- XXI-2 Request for Review by HR Department
- XXI-3 Appeal to Classification Appeals Committee
- XXI-4 Professional Staff Request for Audit Review

**ARTICLE XXII – MANAGEMENT ASSOCIATION COMMITTEE ON EMPLOYEE RELATIONS**

**22.01 College Level**

There shall be established a committee at the College level to be known as the Management Association Committee on Employee Relations. Such Committee shall be comprised of six (6) members: three (3) representing the local College administration and three (3) representing the Association. Such representatives shall be respectively appointed by the President of the College and the President of the Chapter. In addition, the President of the College shall designate the Chairperson for the College and the President of the Chapter shall designate the chairperson for the Association.

The purpose of said Committee shall be to discuss matters of mutual concern to the employee and the employer.

There shall be at least one (1) meeting per month during the academic year with the chairpersonship alternating between the College and the Association; provided, however, that whenever the parties mutually agree there is no need for a meeting during a month there shall not be a meeting.

Both parties may submit items for the agenda to the chairperson at least two (2) weeks in advance of any scheduled Committee meetings. The agenda shall be distributed one (1) week in advance of any scheduled committee meetings. It is understood that said Committee shall have no power to negotiate, alter, or amend the terms of this Agreement.

**ARTICLE XXIII– PART–TIME UNIT MEMBERS**

Except as otherwise specifically provided in this Agreement, the following Articles shall apply to part–time faculty and professional unit members:

Preamble	
Article I	Recognition and Definitions
Article II	Relationship between the Association and the Employer
Article II–A	Special Joint Study Committee
Article III	Use of Employer’s Facilities
Article IV	The Rights and Responsibilities of the Employer
Article V	Maintenance of Records
Article VI	Deduction and Agency Fees
Article VII	Academic Freedom and Responsibility
Article VIII	Affirmative Action
Article IX	Benefits*
Article X	Grievance Procedure
Article XI	Appointment, Reappointment, Termination, Tenure
Article XII	Workload, Work Assignment, and Working Conditions
Article XIII	Evaluation
Article XV	Dismissal, Discipline, Resignation
Article XVI	Filling of Vacancies in the Bargaining Unit
Article XVIII	Notices
Article XXI	Salary Adjustments
Article XXII	MACER

Article XXIV	No Strike or Lock Out Pledge
Article XXV	Savings Clause
Article XXVI	Holdover
Article XXVII	Duration and Successorship

\* Benefits shall not be provided to part-time unit members except as designated in Sections 9.01 A6, 9.01B, 9.03 and 9.07 of this agreement or as required by law; provided that Colleges that decide to provide additional benefits to part-time employees will discuss that issue with the MCCC prior to the implementation; provided further that any part-time employee currently receiving benefits shall not lose those benefits.

## **ARTICLE XXIV – NO STRIKE OR LOCKOUT PLEDGE**

### **24.01**

The Employer agrees that it shall not lock out any or all of its employees for any cause during the term of this Agreement and the Association and its agents agree that they shall not engage in, induce or encourage any strike, work stoppage, slow down or withholding of services by said members.

Nothing contained in this Article shall be deemed to waive, impair or restrict the right of the Board or the Association to seek or pursue any remedy at law or equity provided by the laws of the Commonwealth in the event of a violation of this Article.

## **ARTICLE XXV – SAVINGS CLAUSE**

### **25.01**

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. In such event, the remaining provisions of the Agreement shall remain in full force and effect.

The Employer 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 Employer 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 Employer or its successor to close any College or to merge any College with another educational institution 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 prior to the expiration date provided in Article XXVII.

## **ARTICLE XXVI – HOLDOVER**

### **26.01**

In the event that the Employer and the Association shall fail to secure a successor Agreement as hereinafter provided in Article XXVII prior to the termination of this Agreement, then this Agreement shall remain in full force and effect until a successor agreement is executed or an impasse in negotiations is reached.

## ARTICLE XXVII – DURATION AND SUCCESSORSHIP

### 27.01

This Agreement shall be in full force and effect from July 1, 2021 through June 30, 2023; provided, however, that nothing herein contained shall be deemed to impose on the Employer any obligation the discharge of which may be required to be sought pursuant to General Laws, Chapter 150E, Section 7, until such time as such appropriation shall have been duly made by the General Court pursuant to said provision of the General Laws; provided further that notwithstanding the foregoing, whenever the General Court shall not have acted pursuant to said provision and the Employer shall have monies allocable to the discharge of any obligation herein contained and any such monies shall at the sole discretion of the Board of Higher Education have been so allocated such obligation shall be discharged in such measure as such monies so allocated shall permit.

If, in respect to this Agreement, the Governor shall have failed to act pursuant to General Laws, Chapter 150E, Section 7, the Association shall have the right upon thirty (30) days' written notice to the Employer to require that the parties to this Agreement shall resume collective bargaining pursuant to the provisions of General Laws, Chapter 150E.

In accordance with applicable provisions of Section 10 of Chapter 15A of the General Laws, each local Board of Trustees for each College covered under this Agreement shall appoint, transfer, dismiss, promote, and award tenure to all personnel of said College, subject to policies promulgated or agreements entered into by the Employer.

To the extent permitted by law, the Employer may delegate its authority or any portion thereof to the local Board of Trustees for each College whenever in its judgment such delegation may be necessary or desirable.

Signature Page

WHEREFORE, cognizant of the covenants entered into, the parties hereby set their signs and seals hereunder.

Board of Higher Education

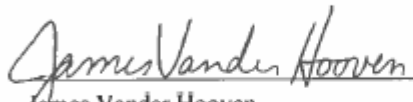
Massachusetts Community College Council, MTA/NEA

 12/18/23

/s/ *Claudine E. Barnes* 12/8/23

Noe Ortega  
Commissioner of Higher Education

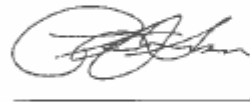
Claudine Barnes  
President

 12/18/23

/s/ *Lisa C. Coole* 12/7/23

James Vander Hooven  
Chair  
Council of Community College Presidents

Lisa C. Coole  
Chair  
Negotiations Team

 12/15/23

/s/ *Colleen Fitzpatrick* 12/7/23

Philip Sisson  
Chair, Labor Relations Committee  
Community College Presidents

Colleen Fitzpatrick  
Consultant  
Massachusetts Teachers Association

Based on the February 6, 2023 Memorandum of Agreement between the parties.

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