

## MEMORANDUM OF AGREEMENT

### **Tentative Agreement for a Collective Bargaining Agreement for the Period January 1, 2015 through December 31, 2017 between the Board of Higher Education and the Division of Graduate and Continuing Education/MSCA/MTA/NEA**

This Memorandum of Agreement (“Memorandum”) is entered into by the Board of Higher Education (the “Board”) and the Massachusetts Teachers Association acting through the Massachusetts State College Association (the “Association”) and reflects the tentative agreement arrived at by the Board and the Association on January 20, 2016.

WHEREAS the Board and the Association are parties to a collective bargaining agreement executed on January 1, 2012 (the “Agreement”), which by its terms is in full force and effect; and

WHEREAS the parties have conducted and concluded their negotiations for a successor to the Agreement; and

WHEREAS the parties wish hereby to record and give effect to the results of their negotiations,

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual covenants hereinafter set down, the parties agree as follows:

1. All provisions of the Agreement not amended by this Memorandum shall remain in full force and effect from January 1, 2015 through December 31, 2017.
2. Add “The teaching a course offered under the auspices of the DGCE at a university is without regard to the time of day the course or instruction is offered.”
3. Add a new paragraph at the end of Article I, Section G(8):  
  
“For faculty in the Engineering Department at the Massachusetts Maritime Academy, the Master of Science in Engineering (M.S.E.) shall be deemed to be a terminal degree when a bargaining unit member who holds such a degree also holds a Professional Engineering License.”
4. Update the language in “Fair Practices” in Article II, Sections A(1) and A(2) to include “ancestry” and “or membership or non-membership in any political or ideological organization.”
5. Add new item 8 to Article II, Section A: “The Universities will provide training to assist DGCE faculty members to recognize and avoid discriminatory conduct and to explain to them the employer’s expectations concerning the prohibition of discriminatory behavior. The parties acknowledge that Federal and state law and regulations will require the institutions to compel the attendance of all employees at certain types of training. The Association will encourage unit members to attend and avail themselves of training opportunities.”
6. Delete the language after the first paragraph in Article III, Section C.

7. Edit Article VI, Section B(3) to read “Thereafter the Dean may, at his/her sole discretion, decide to include the name of the applicant in the Continuing Education Pool.”
8. Edit Article VI, Section C(8) to allow electronic transmittal of appointment letters to the union.
9. Increase rank minima (the stipends) in Article VII, Section A(3) by:
  - 2.0% effective at the start of the spring 2015 instructional period,
  - 2.5% effective at the start of the spring 2016 instructional period, and
  - 2.5% effective at the start of the spring 2017 instructional period.

Delete Section B and re-letter subsequent sections.

10. At the end of the first paragraph of Article VII, Section D, change “shall” to “may” be paid in a single installment.
11. Delete Article VII, Section G: Joint Study Committee.
12. Delete requirement to be available to students 30 minutes before and 30 minutes after class in Article VIII, Section A(1)(iii). Edit Appendix C, by replacing this and insert the language.
13. Add language that faculty must make their syllabus available to students, DGCE Chair and DGCE Dean seven (7) days before the first day of class for courses that are three (3) weeks of duration or less in Article VIII, Section A(1)(iv).
14. Allow notice of cancellation of a course by email in Article VIII, Section A(4)(a) (second paragraph) and Section A(4)(b) (second paragraph).
15. Change Course by Arrangement ratio to 1 student = 0.3 semester hours of credit of instruction in (for 3 and 4 credit courses) and 1 student = 0.1 semester hours of credit of instruction in (for 1 credit courses) in Article VIII, Section A(4)(c).
16. Replace the first paragraph in Article VIII, Section A(4)(c) after the equivalency table with: “Providing the University first has offered a course for enrollment, in the event that the University determines, in its discretion, that there is insufficient enrollment for the course to run with the payment of the usual stipend to the instructor, the University may propose to offer the course as a ‘course by arrangement.’ The instructor may agree to teach the course by arrangement with the payment to the instructor of no less than the stipend amount in the table, above.”
17. Add new sentence in Article VIII, Section A(5): “The syllabus is to conform to University and DGCE guidelines, if any.”
18. Make changes to the grievance procedure as outlined in the attached **Appendix 1**.
19. Add a provision that “solely for purposes of the Affordable Care Act (ACA) one semester hour of credit of instruction is equal to 2.75 hours of work.”

- 20. Add language that “Whenever the employer receives a public records request from parties other than a state agency that involves information that identifies a bargaining unit member, the employer will notify the Association prior to release of the documents.”
- 21. Modify the questions on the student evaluation form (Appendix D-1) as depicted in **Appendix 2**.
- 22. Sign a side letter that:

“The Board and the Association support and agree to work for the establishment by the Legislature of a Trust Fund dedicated to pay all or a portion of the health insurance premium expense determined by the GIC for faculty of the MSCA DGCE unit. As such a Trust Fund does not exist at this time, and to prevent the imposition upon the Board of an unfunded mandate in the future, the parties acknowledge that coverage and the payment of premiums for unit members are contingent upon prior legislative funding and can commence no sooner than January of 2016. The Trust Fund will be available only for DGCE faculty who satisfy the eligibility requirements of the Affordable Care Act (ACA) and applicable state requirements, if any. For ACA purposes the ‘measurement period’ for part-time faculty teaching in any given instructional period shall be from the first day of classes until the last day of final exams for that instructional period.”

(This has already been implemented and the legislation is pending before the Legislature as House Bill 2402).

This Memorandum is subject to ratification by the DGCE unit membership.

WHEREFORE the parties hereto hereunder set their signs and seals on the date first above written.

BOARD OF HIGHER EDUCATION

MASSACHUSETTS TEACHERS  
ASSOCIATION/MSCA

By: \_\_\_\_\_  
Carlos Santiago  
Commissioner of Higher Education

By: \_\_\_\_\_  
Christopher J. O’Donnell  
MSCA President

By: \_\_\_\_\_  
Michael Murray  
Director of Employee and Labor Relations

Date signed: \_\_\_\_\_

## Appendix 1 – Grievance Procedure

### ARTICLE X - GRIEVANCE PROCEDURE

#### A. INTRODUCTION

The Board and the Association recognize that Chapter 150E, Section 8, of the General Laws provides a mechanism for arbitration of disputes between the parties to a collective bargaining agreement and further provides that the parties to an agreement may establish an independent grievance procedure culminating in final and binding arbitration. 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 Board. Therefore, the parties agree, for themselves and for all those whom they represent, that they shall use the procedures set forth in this Article, and no other procedures, for the resolution, strictly pursuant to the terms of this Agreement, of all disputes involving the interpretation of this Agreement and of any other matter that is or may become the subject of a grievance as hereinafter defined.

#### B. DEFINITIONS

1. ~~Complaint. A complaint is a written statement, which shall be expressly denominated "complaint," setting forth a grievance as hereinafter defined.~~ Grievance. A grievance is an allegation by the Association or by a member or members of the bargaining unit that an express provision of this Agreement has been breached in its application to it, a member or members. The Association may seek resolution of a grievance only if initiation of the procedure for such resolution has been duly authorized by the Association and so certified by its President or expressed designee. A ~~grievance complaint~~ shall aver all the known facts material to the alleged breach on which the grievance is based, including the date when such breach is alleged to have occurred and the specific contractual provisions alleged to have been breached, and shall set forth the remedy requested.
2. Grievant. Grievant shall mean the Association or any member or members of the bargaining unit, as the case may be, who, pursuant to the terms of this Agreement, seeks resolution of a grievance.
3. ~~Grievance. A grievance is an allegation by the Association or by a member or members of the bargaining unit that an express provision of this Agreement has been breached in its application to it, a member or members. The Association may seek resolution of a grievance only if initiation of the procedure for such resolution has been duly authorized by the Association and so certified by its President or expressed designee.~~
4. Day. For the purposes of this Article, day shall mean a ~~calendar working~~ calendar working day, exclusive of December 24th through January 2nd i.e., any day on which the administrative offices of a University are open for business. Deadlines falling on a Saturday, Sunday or a legal holiday are moved to the next business day.

C. PROCEDURES FOR FILING A GRIEVANCE

The Association or any member or members of the bargaining unit having a grievance shall seek its resolution only in accordance with the grievance procedures set forth in this Article.

1. Extension of Certain Time Periods

~~Whenever there shall have been initiated procedures for the resolution of any grievance that arises out of or relates to a decision or determination, the making of which requires an exercise of academic judgment, whether such grievance alleges breach of a substantive or procedural term of this Agreement, such initiation shall be deemed to extend the limits of time prescribed by this Agreement for the giving of any notice required to be given in respect of the decision or determination that is the subject matter of such grievance. Such extension of time shall expire sixty (60) days from the date on which the procedures prescribed herein for the resolution of such grievance shall have been concluded. The parties may agree, providing such agreement is recorded in writing, to extend any time period of the grievance procedure contained in this Article X.~~

2. Inspection of Record

At any reasonable time during any step of these procedures the grievant shall be permitted to inspect all or any part of the grievance record, and, where appropriate, shall be permitted to make copies of all or any parts of such record.

3. Introduction of Evidence

- a. Within the time limits hereinafter prescribed for the initiation of Step 2 of these procedures, the grievant shall introduce all evidence in the grievant's possession and on which the grievant relies or intends to rely as supporting the grievant's claim for relief.
- b. Notwithstanding the foregoing, the grievant may introduce additional evidence for the sole purpose of rebutting any finding of fact or any determination as set forth in any decision rendered pursuant to the provisions of this Article; provided, however, that such additional evidence, if any, shall be introduced within the time period allowed for the initiation of the Step next following such decision.
- c. The President shall introduce at Step 2 all evidence in the President's possession and on which the President relied in making any finding of fact and any determination as set forth in the decision rendered pursuant to the provisions of this Article; provided, however, that nothing herein contained shall be deemed to require the President to introduce any evidence otherwise introduced by the grievant pursuant to the foregoing provisions.
- d. Notwithstanding the foregoing, the grievant, the President, or the Chair of the Council of Presidents may introduce any evidence material and relevant to the grievance the existence or relevance of which he/she did not and should not have known at the times otherwise provided herein for the introduction of evidence.

All evidence introduced pursuant to the foregoing provisions shall form a part of the grievance record.

4. Request for Evidence

Whenever the grievant wishes to introduce evidence pursuant to the provisions of this Article, and such evidence is or may be in the possession of the administration, the grievant may, within the time period allowed for the initiation of the Step at which such evidence is permitted to be introduced, file with the President a written request for such evidence. Whenever such request shall have been so filed, the President shall, within ~~eleven (11)~~~~seven (7)~~ days after the filing of such request, convey to the grievant any and all such evidence in the President's possession so requested; provided, however, that notwithstanding the foregoing, the President may refuse to convey any such evidence not deemed material and relevant to the grievance set forth in the ~~grievance~~~~complaint~~; and provided, further that whenever the President shall have refused to convey any such evidence, such refusal and the reasons therefor shall be communicated in writing to the grievant and shall thereafter form a part of the grievance record. Such request when so filed and such evidence when so conveyed shall form a part of the grievance record.

5. Notice to Association

Whenever any grievant shall have initiated the grievance procedures of this Article, or shall have proceeded to Step 2, notice thereof shall be given to the President of the Association by the person charged at such Step with resolution of the grievance.

6. Determination to Be Made Pursuant to Resolution of Grievance

At Step 2 of these procedures, the President shall, within the time limits prescribed, determine:

- i. whether the grievant has complied with the procedures for seeking resolution of a grievance as set forth in this Article;
- ii. whether the ~~grievance~~~~complaint~~ alleges a breach of an express provision of this Agreement; and
- iii. whether an express provision of this Agreement has been breached in its application to the grievant as claimed.

7. Optional Electronic Filing of Grievances

- a. Step 1 and Step 2 ~~grievances~~~~Complaints~~ may be filed by email by the Chapter Grievance Representative, other Association officer, or an individual unit member provided that it is identified explicitly as a Step 1 or Step 2 ~~grievance~~~~Complaint~~ and has the appropriate case number as assigned by the chapter (consolidated grievances may be filed by email by the Grievance Committee Chair on behalf of the Association President using the wording now used to identify them as consolidated grievances).
- b. The appropriate management representative shall acknowledge receipt by email.
- c. On or before the day of the Step 1 or Step 2 hearing, the grievant shall follow up with a signed paper copy of the ~~grievance~~~~complaint~~ form, which shall include the correct grievance number and any relevant documents as required by the collective bargaining agreement. The management representative shall continue to notify the Chapter President of hearings scheduled with *pro se* grievants.
- d. The management grievance hearing officer at Step 1 or Step 2 may respond via email to an emailed grievance, sending it to the grievant and the Chapter Grievance Representative; and
- e. As soon as possible thereafter, the management hearing officer shall follow up with a paper copy of the decision.
- f. ~~Either party, by giving written notice to the other, may discontinue the optional electronic filing of grievances that is permitted by this subsection 7. All other communications between the parties may be exchanged electronically, and such electronic communications shall be considered to be "in writing" or "written" provided that paper copies can be made available.~~

#### Step 1: The Vice President (Informal)

Save as is provided in Section G, a grievant shall initiate the grievance procedures of this Article by filing with the Vice President during the term of this Agreement or an extension thereof, a written notice that a grievance exists.

The notice need ~~not be in the form of a complaint, but need~~ only briefly describe the subject of the grievance. No such notice may be filed more than ~~fifteen (15)~~~~ten (10)~~ days from the date of occurrence of the event upon which the grievance is based or from the date when the grievant had or should have had knowledge of the event upon which the grievance is based. The filing date required hereunder shall be deemed to have been complied with by a postmark dated within the specified time limit. Within ~~seven (7)~~~~five (5)~~ days after the receipt of such notice, the Vice President shall meet with the grievant and attempt to resolve the grievance. If within ~~seven (7)~~~~five (5)~~ days after such meeting, the grievant and the Vice President shall have failed to agree upon a resolution of the grievance, the grievant may elect to proceed to Step 2; provided, however, that nothing herein contained shall be deemed to permit the making of any such election in respect of any claim to which this Article X, by the provisions of its Section H or otherwise, is of no application.

Step 2: The President (Formal)

If the grievant elects to proceed to this Step, then within ~~eleven (11)~~~~seven (7)~~ days after the expiration of the period provided under Step 1 for informal resolution of the grievance, the grievant shall file with the President:

- i. a ~~copy of the grievance~~~~complaint~~; and
- ii. all documents and evidence in the grievant's possession and upon which the grievant replies or intends to rely as supporting the grievant's claim for relief.

All such documents and evidence so filed shall form a part of the grievance record.

The President shall transmit a copy of the ~~grievance~~~~complaint~~ to the Employee Relations Committee, to the Chair of the Council of Presidents and, unless the Association or the Chapter President, personally, is the grievant, to the Chapter President.

The President shall meet with the grievant to discuss the grievance within ~~twenty-one (21)~~~~fourteen (14)~~ days after the filing of the ~~grievance at Step 2~~~~complaint~~. The President shall consider any grievance the resolution of which shall have been sought, pursuant to the terms set forth herein, through the prior Step of the grievance procedure; provided, however, that nothing herein contained shall be deemed to confer on the President jurisdiction to consider or remedy any claim that may not be processed as a grievance pursuant to this Article X.

Within thirty (30) days after the filing of the ~~grievance~~~~complaint~~, the President shall make such determination as is prescribed in Section C(6) of this Article. The President shall render a written decision and shall set forth therein the President's determinations and the reasons therefor and the President's findings of fact, and shall provide a copy of such decision to the grievant, the Employee Relations Committee, the Chapter President and the Chair of the Council of Presidents. Such decision shall thereafter form a part of the grievance record.

If the President shall have determined that an express provision of this Agreement has been breached in its application to the grievant as claimed, the President may, consistent with the terms of this Agreement, provide any appropriate remedy for such breach. Whenever the President shall have provided any remedy deemed appropriate, such remedy shall be set forth in writing in the President's decision. Such determination when so set forth in writing shall thereafter form a part of the grievance record.

If the Association elects to proceed beyond Step 2, then within ~~twenty-one (21)~~~~fourteen (14)~~ days after the expiration of the period provided under this Step 2 for resolution of the grievance, it shall file notice of such election with the President, the Chair of the Association Grievance Committee, and the designated representative of the Council of Presidents. This notice shall satisfy the requirements of Step 3 and the requirements of clauses (i) and (ii) in the first paragraph of Step 4; such notice may be filed electronically.

As soon as practicable thereafter, the Association President shall follow up with a signed paper copy.

### Step 3: Mediation

If the Association elects to proceed to this Step, then ~~within fourteen (14) days after the expiration of the period provided under Step 2 for resolution of the grievance, it shall file notice of such election with the President, the Chair of the Association Grievance Committee, and the designated representative of the Council of Presidents.~~

~~F~~Following the receipt of such notice by the representative of the Council of Presidents, but not sooner than ~~forty-five (45) thirty (30)~~ days thereafter, the grievance will be addressed ~~as soon as practicable in mediation on the next available mediation date.~~

The Council and the Association shall reserve, at a minimum, the first ~~Wednesday~~~~Monday~~ of each month, ~~exclusive of January and February~~, for mediation of grievances at Step 3. Dates ~~and locations~~ shall be determined at the beginning of each fiscal year falling within the terms of this Agreement. Mediation shall be conducted on a rotating basis by ~~Loretta Attardo, Richard Boulanger~~~~Mark Irvings~~, Diane Zaar Cochran, ~~and~~ Roberta Golick ~~and such other mediators as the parties may agree~~. The expenses of the mediator shall be shared equally by the parties.

Both parties shall insure that their representatives in mediation have the authority to enter into a settlement.

Documents introduced before and during mediation shall be included in the grievance record. Statements made during mediation shall be off the record in order to encourage free discussion without injuring either party's case if mediation is unsuccessful. The mediator shall not testify about the mediation in any arbitration conducted under this Article X or in any other adversarial proceeding or judicial forum. Each party shall maintain the confidentiality of mediation and shall not rely on or introduce as evidence in any other proceeding:

- i. views expressed or suggestions made by the other party with respect to the possible settlement of the grievance;
- ii. admissions made by the other party in the course of the mediation;
- iii. proposals made or views expressed by the mediator; and
- iv. the fact that the other party had or had not indicated willingness to accept a proposal for settlement or to continue these or any other mediation proceedings.

The mediator does not have the authority to impose a settlement on the parties but will attempt to help them reach a satisfactory resolution.

Mediation shall conclude in one of the following ways:

- i. by the execution of a settlement agreement by the parties; or
- ii. by a written declaration of the mediator, a party, or the parties to the effect that the mediation is concluded.

After May 31, 2017~~08~~, upon ~~forty-five (45)~~thirty (30) days' notice, either party may terminate this mediation procedure, after which Step 4 shall become Step 3.

#### Step 4: Arbitration

##### a. Initiation of Arbitration

Subject to and in accordance with the following provisions, the Association may initiate arbitration within one hundred thirty-five (135) days of: arbitration of a grievance may be initiated either (i) within fourteen (14) days after receipt of the decision rendered at Step 2 or, if no decision has been rendered at Step 2 within the time specified, then within fourteen (14) days thereafter, or (ii), if the Association has elected to proceed to Step 3 following Step 2, then within fourteen (14) days after the conclusion of mediation (other than by the parties' execution of a settlement agreement) at Step 3.

- -Notice by the Association that mediation is waived; or
- The conclusion of mediation (other than by the parties' execution of a settlement agreement).

The Association shall have the exclusive right to initiate arbitration of a grievance. Whenever the Association shall initiate arbitration of a grievance, the resolution of which has theretofore been sought by a member or members of the bargaining unit, then such member or members shall be bound in all respects by the decision of the arbitrator to the same extent as the Board and the Association.

The Association shall, upon its determination so to do, initiate arbitration by filing a demand for arbitration with the American Arbitration Association and with the President of the University and the Chair of the Council of Presidents, with a copy to the Employee Relations Committee, within the limits of time set out above.

Such arbitration shall be conducted in accordance with the rules and regulations of the American Arbitration Association in effect on the date of such filing, unless otherwise provided herein; provided, however, that the jurisdiction of the arbitrator to inquire into any issue or to render any award shall be governed solely by the provisions of this Agreement.

In order to proceed to arbitration, within the time specified in the first paragraph in Step 4, the Association shall file a demand for arbitration with the American Arbitration Association, a copy of which shall be sent to the President, the Chair of the Council of Presidents, the Employee Relations Committee and the labor representative of the Council of Presidents in labor arbitration.

~~The deadline for filing a demand for arbitration for related grievances shall be one hundred thirty-five (135) days after the last of the related grievances has been addressed in accordance with the first paragraph in Step 4. The term "related grievances" shall refer to grievances such as those by different unit members pertaining to the same transaction or occurrence, or other grievances determined by the parties to be related. Such related grievances shall be included in a single demand for arbitration. By mutual agreement, the parties may extend the period for the filing of a demand for arbitration to allow for discussion and possible resolution of the grievance by the Employee Relations Committee.~~

b. Jurisdiction of the Arbitrator

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

- i. arbitrate the portion of any grievance that is removed from the jurisdiction of the President by the express terms of this Agreement;
- ii. add to, alter or amend any term or condition of this Agreement; or
- iii. inquire into or arbitrate any issue not presented by the original grievance complaint.

c. Authority of the Arbitrator

Unless otherwise provided in this Agreement, the arbitrator shall have the authority to make a final and binding award on any dispute concerning the interpretation or application of this Agreement. The arbitrator's authority in matters that are arbitrable is limited to determining whether the provisions set forth in this Agreement were violated. The arbitrator shall be without power, right or authority to make a decision or to substitute his/her judgment for that of the Board or its representatives.

The arbitrator shall have no authority to arbitrate any event which occurred or failed to occur prior to the ratification date of this Agreement.

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

d. Award of the Arbitrator

If the arbitrator determines no express provision of this Agreement has been breached in its application to the grievant as claimed the grievance shall be dismissed. 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. Expense of Arbitration

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.

D. ASSOCIATION REPRESENTATION

Any member or members of the bargaining unit may initiate and pursue a grievance without intervention of the exclusive representative of the Association, provided that the Association shall be afforded the opportunity to be present at any conferences held and that any adjustment made shall not be inconsistent with the terms of this Agreement.

Any member or members of the bargaining unit may request that the Association represent them at any Step of the grievance procedure. The Association shall notify in writing the Vice President, the President of the University, and the Chair of the Council of Presidents, as the case may be, of the name and address of such Association representative upon being authorized to represent the grievant.

E. WAIVER, ADMISSION, TERMINATION AND GROUNDS FOR APPEAL

1. Waiver

Failure of a grievant 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 Agreement. In determining whether there has been any such failure to comply with any of the provisions of this Article, time shall be deemed to 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 such failure to comply with the provisions of this Article; provided, however, that the time limits prescribed herein may be extended in any specific instance by mutual written agreement of the parties.

2. Admission

The resolution of a grievance by the Vice President, the President of the University, the Council of Presidents, or any of their designees shall not be deemed to be an admission by any Board of Trustees or the Board that the grievance has, for any other purpose or proceeding, standing as a grievance, or be an admission by any Board of Trustees or by the Board that such grievance is cognizable or justiciable according to any applicable provisions of this Agreement or of the laws of the Commonwealth.

3. Termination

If any member or members of the bargaining unit shall initiate any administrative, judicial or like proceeding (other than a proceeding in the Division of Labor Relations) that relates to any matter that is the subject of a grievance in respect of which such member or members is or are the grievant while any proceeding in respect of such grievance is pending under any provision of Section C of this Article, such proceeding under Section C shall terminate as of the date of the initiation of such other administrative or judicial proceeding, and the grievance procedures aforesaid shall be inapplicable to such grievance.

4. Grounds for Appeal

The Board and the Association shall have the right to appeal any final decision of the arbitrator pursuant to the provisions of Chapter 150E, Section 8, and Chapter 150C, Sections 10, 11 and 12 of the General Laws.

F. COLLATERAL CONSEQUENCES OF A GRIEVANCE

The fact that a grievance is alleged by a member of the bargaining unit, regardless of the ultimate disposition thereof, shall not be recorded in the Official Personnel File of such member or in any file or record utilized in the taking of any personnel action in respect of such member; nor shall such fact be used in the making of any recommendation for the job placement of such member; nor shall such member or any other member or members who participate in any way in the grievance procedure be subjected to any action, whether disciplinary or other, for having processed such grievance; provided, however, that nothing herein contained shall derogate or be deemed to derogate from the right to take any action that might be authorized or required to be taken to give effect to the resolution of any grievance.

G. CONSOLIDATED GRIEVANCES

Anything in the foregoing provisions to the contrary notwithstanding, the Association may, within the ten (10)-day period during which a grievance may otherwise be filed, file such grievance with the Chair of the Council of Presidents in the form of a grievanceeomplaint, specifying therein the reasons why the grievance should be treated as a consolidated grievance. The Chair shall, within ten (10) days, determine whether to treat the grievance as a consolidated grievance. If the Chair accepts the grievanceeomplaint as a consolidated grievance, the procedures and time limits of Step 2 shall thereupon apply, provided only that the response rendered at such Step shall be rendered by the Chair in such capacity, rather than by the President of a University. If the Chair declines to accept the grievance as a consolidated grievance, the Association or any unit member or members may, within ten (10) days following the date of the Chair's decision, file the grievance at Step 1 at the University at which such grievance is alleged to have occurred.

H. APPLICATION

The parties hereby agree that the provisions of Section 53 of Chapter 30 of the General Laws are, in their entirety, hereby rendered of no force and effect in their application to members of the bargaining unit.

Save as is otherwise expressly provided in this Agreement, no claim, however set forth, whether in the form of a ~~grievance~~~~complaint~~ or otherwise, alleging a breach, or arising out of an alleged breach, of any of the following provisions shall be the subject of any proceeding, adjudication, determination or remedy pursuant to any provision of this Article X:

- i. Article II, Section A, Fair Practices, as is therein provided; or
- ii. Article III, Section E, Reduced Workload, provided that grievances involving the interpretation of this section may be processed through Step 2 of the Grievance Procedure.

## Appendix 2 – Student Evaluations

### Learning:

1. ~~I found it~~ This course was intellectually challenging and/or stimulating.
2. The teaching methods and techniques used contributed to my learning.
3. The readings, homework, and other assignments contributed to my understanding.
4. The instructor contrasted the implications of various theories when appropriate.
5. The instructor presented sufficient background for course concepts.
6. The instructor presented current developments in the field.

### Organization:

7. The course materials were well-prepared.
8. The instructor's let me know on the course syllabus the amount of expectations for work required in this class were clearly explained.
9. The course objectives or learning outcomes specified in the course were covered/achieved.
10. The instructor's presentations and/or demonstrations were well-organized.

### Interaction and Communication:

11. The instructor encouraged me to participate during class and/or in group discussions.
12. The instructor encouraged me to express my own ideas ~~and ask questions.~~
13. The instructor encouraged me to ask questions.
14. The instructor encouraged me to seek help when necessary.
15. The instructor showed genuine interest in my success in this course.
16. The instructor was adequately accessible to me through email or outside of class.
17. Class discussions and/or web postings contributed to my learning.
18. The ways the instructor facilitated student engagement gave me the opportunity to learn from other students.

### Assessment:

19. The instructor's feedback and critique on my work/graded materials was valuable.
20. The instructor's criteria for methods of evaluating my work were clear to me/appropriate.
21. The course assignments and activities contributed to my learning.
21. ~~The instructor's graded materials coincided with content the instructor emphasized.~~
22. The instructor was timely in returning materials and/or responding to assignments.

### Overall:

23. I would recommend this instructor to other students at the University.