



“Shame on DCE faculty for trying to earn a living from your work...”

—Quote from Management's bargaining team

DCE Successor Agreement Meetings as of December 1, 2016

(In order from November 15 team meeting to November 22 meeting with Management)

TEAM MEETING ON NOVEMBER 15: Our team met November 15 at MTA's Quincy office, spending 5 hours firming up remaining proposals preparing for the meeting with Management on November 22. Received added requests from members recently, and incorporated as many as we could.

THIRD MEETING WITH MANAGEMENT: Our team met with Management on November 22 at Massasoit CC in Canton. We swapped additional proposals and commented on previously submitted proposals (*with respect to previous proposals, the answer was mostly "no," and if not that, it was they would take it under advisement. The only affirmative answer was to agree to change the housekeeping language in 9.03, which was inadvertently left out in several previous contracts*).

We gave Management 10 information requests that included: potential salary projections under different models, documents capturing reasonable revenue generated by DCE courses and related data, enrollment figures from FY 2015 to present, the number of Day faculty teaching at or after 4 P.M., any and all documents both on paper and in any electronic format that reference course caps or other restrictions regarding part-time faculty being assigned courses, and documents related to costs and funds currently available for professional development. We asked for a response in two weeks to these requests.

Management's new proposals:

- Amends the Distance Learning Agreement in 10 different areas, from increasing class size (to maximum of 32), to class observations on demand for 2 weeks a semester for online courses, to stipends for course development that apply to Day Unit members only, to ownership of courses, to allowing the agreement to be modified at the request of either party after June 30, 2018, to adding learning outcomes in the faculty interaction section, and to change the title of the agreement to "On Line Education" instead of "Distance Education." (*we responded that the agreement effected both Day and DCE faculty and that we needed to confer with Day members*).
- Offers a 4% raise starting January 15, 2017 (which we had already bargained for as our outside year in the previous contract) and 0% all years after that. Mike Murray's rationale was that the DCE's (particularly adjuncts') situation was "their own fault" and that essentially adjuncts don't deserve any better (not his exact words but it came down to that). (*We expressed—in strong language—that what Management was offering was totally unacceptable and insulting*).
- Wants the new contract to be in force from 6/1/16 through 5/31/19. (*we didn't respond*)

Our new proposals:

- Adds under the section on Complaints, "including complaints filed under the Affirmative Action Policy."
- Removes "In accordance with applicable state or federal law" in the section on Safety. (Our rationale is some unsafe situations may not be related to a federal or state law).
- Requires that the composition of DCE MACER on the Management side include the college President (same as in regular MACER), along with two members appointed by the president.
- Adds language stop penalizing faculty if a college misplaces or otherwise no longer has transcripts and other material in the faculty member's personnel files; also requires that no material left over from a fair and impartial investigation which found the unit member not guilty, and which reflects negatively on the unit member, be removed from the unit member's personnel file.
- Adds language requiring Management to exhaust the DCE Seniority List before assigning courses to those not yet on the list, except when no one with seniority wants, is available, or is qualified to teach a certain course.
- Eliminates all language that requires that student evaluations go into a unit member's personnel file without the consent of the faculty member; also provides that such evaluations not be used when considering hiring, firing, promotion, or discipline of a unit member (recent research shows student evaluations are inherently biased against women and minorities).
- Changes the percentages of items used in a comprehensive evaluation: adds course materials to the list.
- Changes the timeframe to notify of DCE faculty of course assignments from 5 weeks to 8 weeks.
- Changes the number of students to 7 or more for a course to run with full pay; changes the pay for under enrolled courses to at least \$50 per classroom hour per student.
- Defines the exact number of weeks DCE faculty will work and states that any work done after a course ends must be mutually agreed to and paid extra for; defines the amount that additional contact hours will be paid.
- Addresses classes where students in multiple courses are present; defines a pay structure for this.
- Adjusts the course calendar to provide language that DCE faculty members shall have satisfied their contracts when the semester ends; any work after that will be paid extra.
- Adds language where sick time can be used to satisfy making up cancelled courses.
- Adds a new category called Senior Adjunct Status, a voluntary position that has strict requirements (such as a master's degree in the discipline being taught, has had a classroom evaluation within 2 months of application, has been teaching at the college for a minimum of 8-10 years, etc.). In return, the Senior Adjunct will receive either a one or three year renewable contract and receive at least 3 courses in each of the Spring and Fall semesters. Other duties such as office hours may apply.
- Adds an additional three salary steps (5, 6, 7).
- Asks that the colleges to provide information and consultation to DCE faculty interested in student loan forgiveness.

Most of these proposals were rejected outright by Management, but two (the Senior Adjunct proposal and the additional salary steps) were taken under advisement. We have yet to hear back on most of the other proposals they took under advisement in previous meetings.

NEXT MEETING DATES: Team meeting on December 8 in Quincy and the 5th meeting between Management and the Union on December 13 at RCC.

BARGAINING SUPPORT TEAM: The Bargaining Support Team will submit a separate report on their activities.