

DCE Contract Tip

### **DCE Salary Steps**

DCE faculty will move from salary Step 1 to salary Step 2 upon teaching the sixth class and move to Step 3 upon teaching the eleventh class. Step 4 is effective upon attaining 8 years of seniority at the college. New faculty at the college would normally start at Step 1, but may start at Step 2 or 3 of the salary schedule based on degrees, qualifications, and experience. Members are encouraged to become familiar with the schedule so that any error can be easily addressed.

The laboratory component of a course will be paid at the rate of .71 credit step salary for each lab hour.

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DCE Contract Tip

DCE faculty will be paid through the state HRCMS biweekly payroll system. Salary payments during the academic year should begin approximately four weeks into the semester and then every two weeks thereafter through the end of the semester.

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DCE Contract Tip

### **Reappointment Rights and Seniority**

Reappointment rights are effective after teaching five courses over three consecutive fiscal years at the college. These courses do not have to be in the same department. Teaching two or more courses per year in a work area at the college earns one-year seniority. One course in one area and one course in another area in a year provide one-year seniority in each work area. Loss of accrued seniority results after a two consecutive fiscal year break in service at the college. Canceled courses do not count toward a break in service.

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DCE Contract Tip

### **Teaching Availability Form**

Faculty with reappointment rights will be provided a Teaching Availability Form. This is to solicit teaching preferences and time availability for the next semester. The form is usually sent and/or submitted electronically. It is important to check your college email and become familiar with the system used at your college. The college will assume that you are not interested in teaching if the form is not returned in a timely manner.

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DCE Contract Tip

### **Appointment**

A tentative appointment for one course shall be assigned first to those unit members with the longest seniority. You should, under normal circumstances, be notified of your assignment five weeks prior to the beginning of classes. You should be given a contract indicating the course(s) and salary to which you have been assigned. Your course must run in the event that an administrator who hires, fires, or evaluates DCE faculty is teaching a course in DCE.

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### **Course Material**

Faculty must submit the course syllabus within one week of the beginning of classes. This should include the items appearing on the course material checklist contained in the collective bargaining agreement Form DE-1 for online courses and Form DCE-E1 for all other courses). The College must maintain the confidentiality of this material. Please note that DCE faculty enjoy academic freedom which provides for professional latitude in fulfilling one's contractual obligations in this regard. An Interaction Plan (Form DE-2) must also be submitted for distance education courses.

There is no contractual timeline for the return of the Course Materials Checklist form by the College to faculty. However, the College should act reasonably regarding the return of this evaluation form.

Instructors have the right to choose their text book(s). The exception to this is when it is a departmental selection and DCE faculty are given an opportunity to participate in the decision making process, or when the appointment is made as the semester is to begin.

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### **Evaluation**

Student evaluations are conducted each semester and are conducted during the second or third to the last week of the course. A classroom observation must be conducted prior to the unit member attaining reappointment rights. Classroom observations can only be conducted after that point for stated written reasons. The evaluator must use the classroom observation form found in the DCE contract.

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## Contract Tip System-wide DCE Salary

A new salary provision of the DCE collective bargaining agreement will take effect this fall. Until now, DCE salary step determination was based on the DCE work history at each community college where a unit member teaches. Beginning with the courses assigned for next semester, salary will be determined based on the DCE courses and years taught at other community colleges in our system. The unit member must initiate this process by asking the College to include the work history at the other institutions(s) and to authorize the other College(s) to disclose this information. Unit members with a two year break in service in the system are not eligible. This contract provision pertains only to the calculation of salary. Unit members who wish to exercise this contractual right should contact the Human Resources office at their College. The DCE contract article is included below.

Feel free to contact Joe Rizzo, MCCC DCE Grievance Coordinator with any questions at [grievance-dce@mccc-union.org](mailto:grievance-dce@mccc-union.org)<<mailto:grievance-dce@mccc-union.org>>.

### DCE Article 14.05

F. Effective commencing with Fall 2015 semester course assignments, a unit member teaching at more than one Community College may, for salary purposes only, request that his or her salary step include courses and years taught at such other community colleges; any such request provides authorization for such community colleges to disclose all College records pertaining to such unit member. Upon confirmation of the courses and years previously taught, the member's salary shall be calculated accordingly.

Except for salary purposes, this article shall not alter individual college's seniority lists and seniority is not transferred from one community college to another. This provision does not apply to a DCE faculty member with more than a two (2) year break in service in the Community College system.

### DCE Contract Tip **Missed classes**

Missed classes must be made-up by four possible means with the approval of the college. One must either schedule a make-up class; add time to the remaining class meetings; assign a paper, project, or a self-directed learning experience which will require a time span equivalent to one class period; or by another method that is proposed by the unit member.

The state now has a sick time law which took effect on July 1, 2015. The law is applicable to DCE faculty and allows for the accrual and the use of sick time. The link to the Mass. Attorney General's Office regarding the sick time law is noted below.

Excerpt from Regulations:

- (4) Employees accrue earned sick time on all hours worked at a rate of one hour of earned sick time for every 30 hours worked, including overtime hours, up to a cap of 40 hours per benefit year.
- (5) Employees accrue earned sick time only on hours worked, not on hours paid when not working. For example, employees do not accrue earned sick time during vacation, paid time off, or while using earned sick time.
- (6) Employees exempt from overtime requirements under 29 U.S.C. § 213(a)(1) shall be assumed to work 40 hours in each work week for purposes of earned sick time accrual unless their jobs specify a lower number of hours per week, such as salaried part-time employees. In such cases, earned sick time shall accrue based on that specified number of hours per week.
- (7) Employees paid on a piece work or fee-for-service basis accrue earned sick time based on a reasonable measure of the time the employees work, including established practices or billing.
  - (a) Adjunct faculty compensated on a fee-for-service or “per-course” basis shall be deemed to work 3 hours for each “classroom hour” worked.
- (20) An employer shall not require an employee to make up time off from work as a condition of using earned sick time. An employee and employer may, however, by mutual agreement arrange for the employee to work additional hours during the same or next pay period to avoid the use of, and payment for earned sick time.

**90-Day Vesting Period:**

- (29) Employees begin accruing earned sick time on the first date of actual work and may begin to use any accrued earned sick time 90 days following their first dates of actual work, regardless of the number of days worked during the 90-day period.
- (30) Employees who have been employed for at least 90 days as of July 1, 2015, meaning their first dates of actual work occurred on or before April 2, 2015, may use earned sick time, whether paid or unpaid, as it accrues.

**Break in Service:**

- (31) Following a break in service of up to four months, an employee shall maintain the right to use any unused earned sick time accrued before the break in service.
- (32) Following a break in service of between four and 12 months, an employee shall maintain the right to use earned sick time accrued before the break in service if the employee’s unused bank of earned sick time equals or exceeds 10 hours.

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<http://www.mass.gov/ago/doing-business-in-massachusetts/labor-laws-and-public-construction/earned-sick-time/>

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### **Maximum Class Size**

Maximum class size was reduced from that of the previous DCE contract. The class size maximum for traditional courses is 32 students. The maximum class size of 22 students will be utilized for English Composition, English as a Second Language, Introductory Foreign Languages, and remedial/developmental courses.

The number of students enrolled by the end of the drop/add period is the number used to determine course enrollment.

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### **Faculty Meetings**

DCE faculty may be required to attend one faculty meeting per semester. Additional required meeting or training are paid at \$40 for a meeting lasting up to two hours and \$75 for meeting that are two to four hours in duration. This would be applicable to online meetings and training.

### **Mandatory Reporting**

DCE faculty are considered mandatory reporters under the law. This requires the reporting to the college, and/or other appropriate authorities, the abuse or the reasonably suspected abuse of minors, the elderly, and the disabled. DCE faculty also have the obligation to report to the college any allegation that they receive of discrimination and sexual harassment. DCE faculty have no duty to investigate these matters.

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