



DCE Contract: Tentative Agreement

Message from DCE Bargaining Chair

We have reached a Tentative Agreement (TA) with the Board of Higher Education for a new contract for DCE. I am very appreciative of the commitment of each and every person who served on this team. It makes me proud to be a part of this union, and I wish that all of you could have seen how hard the team fought for all of you throughout this process, which began in the Fall of 2016. Despite the hard work, we did not achieve everything our members deserve. We will continue to fight for living wages, respect and equitable benefits for everyone. I look forward to talking with you at the informational meetings. - John McColgan, Roxbury CC

Summary of new contract provisions (will not be in effect until after ratification):

Raises totaling 6% – Raises will be to all steps

- 1% raise effective 1/15/18 (retroactive)
- 1% pay raise 9/1/18 (retroactive)
- 1.5% pay raise 1/15/19
- 2% pay raise 1/15/20
- 0.5% pay raise on 8/31/20

Rights and Benefits:

- First-ever Tuition Waiver (benefit) for the DCE Unit, includes family members
- Sick Leave for the DCE Unit, includes an opportunity to cash out a portion of unused sick time upon retirement
- Professional Development Opportunities funded by each college
- Increased number of DCE MACER (labor-management committee) meetings, to work on important issues such as job security
- Domestic violence leave provisions and stronger non-discrimination language
- Timely payment for all hourly and stipend work by DCE Unit Members
- Updated language for parental and family leave, and non-discrimination language
- Cancellation notification: Management must speak with members (or leave voicemails if the member is not available) when a course is cancelled

Stopped Management Takebacks:

- NO increased class size
- NO student learning outcomes
- NO student evaluations online

Contract Term (duration): We've extended our current contract through 9/30/18 to continue your contract rights through ratification. We will be voting to ratify two separate agreements; both must be ratified in order for the new contract terms to go into effect.

- One contract is for 6/1/16 through 5/31/18
- The second is from 6/1/18 through 8/31/20

More info on reverse

Salary Articles: (proposed contract) Per-Credit Salary Chart

In effect	1/15/18	9/1/18	1/15/19	1/15/20	8/31/20
	Increase 1%	Increase 1.0%	Increase 1.5%	Increase 2.0%	Increase 0.5%
Step 1	\$1,077	\$1,088	\$1,104	\$1,126	\$1,132
Step 2	\$1,152	\$1,164	\$1,181	\$1,205	\$1,211
Step 3	\$1,239	\$1,251	\$1,270	\$1,295	\$1,301
Step 4	\$1,301	\$1,314	\$1,334	\$1,360	\$1,367

Lab Ratios :

LAB	1/15/18	9/1/18	1/15/19	1/15/20	8/31/2020
	Increase 1%	Increase 1.0%	Increase 1.5%	Increase 2.0%	Increase 0.5%
Step 1	\$797	\$805	\$817	\$833	\$838
Step 2	\$852	\$861	\$874	\$892	\$896
Step 3	\$917	\$926	\$940	\$958	\$963
Step 4	\$963	\$972	\$987	\$1,006	\$1,012

Additional information is available about tentative agreements on individual issues summarized on the front of this leaflet. Some post-Janus issues are still being worked out prior to ratification.

The ratification vote for the tentative contract will be by mail, and is being scheduled for the last two weeks of September. Additional information will be coming from the DCE bargaining team and your chapter president, including more informational meetings. Visit www.mccc-union.org for updates or send questions to : DCETA@mccc-union.org

Please contact your legislator in support of health care for adjuncts!

The bill H 4153 passed out of the Joint Committee on Higher Education, and was recommended for passage by the Health Care Finance Committee. It is currently in the House Ways and Means Committee. Members and supporters are urged to contact your own legislators. Please ask them to contact Ways and Means Committee Chair Jeffery Sanchez, to support this basic right. If you are reading an electronic version of this, you may [follow this link to contact your legislator](#).

From President Margaret Wong:

A bargaining team may only achieve what it can in light of the realities of current union unity and strength. To this end, the union must keep building strength. The fight for the next contract must begin now. In the ratification process we must not only tout the gains achieved in the TA; we must show what has not yet been won. We must illustrate what we need to continue to fight for.

Now is also a good time to be reminded that working conditions and benefits can and must also be worked on outside of contract negotiations... to continue to work on improvements to course scheduling and fair process for getting course contracts. And the union is educating more activists on how to use the contract(s) and will be offering workshops on Know Your Rights as well as specific topics/issues. Finally, I just want to say how proud I am and grateful to be working alongside the dedicated and hard-working union leaders of the MCCC. I have no doubt we will continue our forward direction. Best, Margaret

Full language of tentative agreements on language issues

Explanation: Underlining indicate new language, ~~strike-through~~ indicates language from the expiring contract that was eliminated. As the Union and BHE finalize the contract document, it is typical to clean up typos, misnumbering, and mistakes identified by both parties, a process commonly referred to as “housekeeping”.

Article II

Replace the existing Article 2.01 with the following:

“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. “

Amend the existing Article 2.07 as follows:

2.07 DCE Management Association Committee on Employee Relations

There shall be established at each Community College a DCE Management Association Committee on Employee Relations (DCE MACER) comprised of three management representatives appointed by the President of the College and three DCE unit members appointed by the President of the College Chapter. The DCE MACER Committee shall discuss matters of mutual concern to the local DCE unit members and the College. The Committee shall have no power to negotiate, alter, or amend the terms of this Agreement. There shall be at least three (3) meetings of the Committee in each of the Fall and Spring semesters provided, however, that the parties at each College may mutually agree to meet more often as necessary. Both parties may submit items for the meeting agenda to the other party at least one (1) week in advance of any scheduled Committee meeting. The College President, in the President’s discretion, may attend any scheduled Committee meeting.

Article VI _Replace the existing Article 6.03 with the following:

6.03 Professional Development

As professional development opportunities continue to present themselves Unit members will be encouraged to participate through the individual colleges. Unit members with seniority and eligible for appointment under article 10.02 and 10.03 at a Community College may apply for professional development opportunities related to their educational disciplines pursuant to the professional development application procedures as may be established at that College. Application procedures shall be made available to unit members by the College. Upon approval at the sole discretion of the College, a unit member shall receive reimbursement in whole or in part as determined by the College for an approved professional development opportunity related to that unit member's educational discipline. Any determination to approve or disapprove professional development shall not be made in an arbitrary or capricious manner and shall not be subject to the grievance process. Nothing in this section shall preclude any individual college from offering expanded professional development opportunities to additional unit members.

Article VIII _Amend Article 8.02 B by adding a paragraph 11 to the existing section as follows:

8.02 Written Notices, Communication, Etc,

11. Notice of Course Section Cancellation. The College shall also contemporaneously provide a telephone call to the unit member at the telephone number provided in the Teaching Availability Form, DCE-A, and leaving a message when possible if the telephone call is not answered by the unit member.

Delete the words 'Within six months following the end of the semester during which this Agreement is executed' and capitalize the word "the" in the existing first line of Article 8.02 B.

Article IX _Delete Article 9.02 _Amend Article 9.03 as follows:

9.03 Dues Deduction Implementation

Information between the Association, the College, and unit members including lists, dues deductions, forms and other information will be conducted through electronic communication, consistent with Attachment A and the approved implementation schedule.

- A. The Colleges shall send the affiliation form and membership form with the prepaid postage envelopes with the mailing of tentative assignments. The Association shall provide the prepaid postage envelopes.

- B. The Colleges shall provide the Association a list of unit members actually teaching credit courses and the number of credits no later than the end of the second (2nd) week of the semester. In turn the association shall provide the College with the level of union dues ~~or agency fee~~ payroll deduction for each individual faculty member and the original signed authorization card no later than the end of the fifth (5th) week of the semester.
- C. ~~The Colleges shall indicate to unit members that payment of dues or agency fee is a condition of employment~~

[note: additional language is being developed to deal with changes arising from the Janus case with regard to union security, union access rights, and employee information. Some related issues, such as transitioning from use of social security numbers to the employee ID number are referred to the Joint Study or other labor-management committee or process]

Article X Amend the existing Article 10.08 as follows:

10.08 As a condition of employment, unit members will be required to have a resume on file. Prior to initial appointment, unit members shall provide a current transcript(s) and resume to the College. The College will periodically review the status of each unit member's transcript(s) and resume, and may require the unit member to provide updated transcript(s) and resume. The College will pay the cost associated with the unit member's procurement of an updated transcript(s) if such transcript(s) are not already on file with the College. If a unit member's transcript is unavailable for reasons beyond the control of the unit member, the unit member, the Association and the College will meet to discuss what alternatives, if any, to the transcript are available.

A. **Article XIV**

A. Replace the existing Article 14.01 through 14.08 with the following

14.01 Beginning on September 1, 2018, compensation for all DCE Steps shall be increased by one percent (1%):

Step 1- \$1,088 per credit
Step 2-\$1,164 per credit
Step 3-\$1,251 per credit
Step 4-\$1,314 per credit

.....

(this is salary language in Article 14 already indicated in the informational materials).

A. 14.12

Add a new Section 14.12 as follows:

14.12 Unit members who have submitted all required payroll and other documents to the College shall receive compensation for all hourly and/or stipend work within two (2) pay periods from the date submitted. For hourly or stipend work performed by a unit member that is grant funded, this section shall be applicable to the extent allowed by the grant's terms and condition

B. Article XV (Effective upon the commencement of the first semester after ratification)

ARTICLE XV-Tuition Waiver (new)

Two (2) weeks before the start of a semester, an eligible unit member or spouse and/or dependent child/children, including any adopted or stepchild or children of any unit member, who has not already enrolled in such course, may enroll in any open and available credit course(s) at the community college without any payment of any tuition and at a fifty (50%) discount of the College's general course fees except that no unit member's dependent child beyond the age of twenty-five (25) shall be eligible for tuition waiver benefits. No more than four (4) credits per semester may be approved for the tuition waiver provided by this Article. Any additional fees specific to applicable courses shall not be waived or discounted. Eligible unit members, their spouse or dependent children are responsible for all other educational costs including books and supplies.

For the purposes of this section, the term "eligible unit member" shall mean any unit member who has taught at that specific Community College for at least the past six (6) continuous fiscal years, has accrued seniority rights under Article 10.02 and who is an active employee currently teaching at their College at the time they or their spouse or child/children seek a tuition waiver under this section. Any unit member who ceases active employment with the College shall not be considered eligible. The term "semester" shall mean the Fall semester and the Spring semester (including winter session).

Tuition Waivers/remissions are not transferrable.

An eligible unit member, their spouse or dependent children must meet all admission standards for a desired course. Admission to any course is on a space available basis. Each College reserves the right to cancel any course in which a minimum number of full-tuition paying students, as determined by the College in its sole discretion, have not enrolled.

In the case of a spouse or dependent child of an eligible unit member of a College who resigns or ends active employment with the College, such spouse or dependent child who has begun a course prior to the unit member's resignation or end of active employment may complete the course.

The College's President or his/her designee shall have the sole authority to resolve any dispute concerning the interpretation and application of this Article. No dispute or claim of benefits under this Article shall be the subject of a grievance or arbitration procedure.

Renumber existing Articles XV-XVI

C. Article XVI (Effective upon the commencement of the first semester after ratification)

Add a new Article XVI as follows:

Article XVI -Sick Leave

In addition to previously accrued statutory sick leave, effective the first semester after ratification of this collective bargaining agreement, the following shall apply to unit members:

16.01 DCE faculty unit members shall be entitled to sick leave accrual as follows:

A. Courses taught by credit

DCE faculty unit members who teach courses by the credit shall accumulate sick leave at the rate of 1.928 sick leave hours per credit taught at the College per semester. For example, a member who teaches a three credit course would accumulate 5.784 (1.928 x 3) hours of sick leave per semester.

The semester's anticipated complement of credit-based sick leave per semester shall be made available at the beginning of each semester. Unit members shall be provided at the time of the first full pay period of each semester their total per credit and/or hourly accrual of sick leave.

B. DCE hourly appointments

- i. Any DCE hourly work that is not credit based shall accumulate sick leave at the rate of 0.05 hours of sick leave per hour of employment.

C. DCE lab courses

For courses with different credits for class portion and lab hours or separate lab courses with no class component:

- i. Laboratory class hours: sick leave shall accrue at the 1.928 hours per credit rate for the class component.
- ii. Lab component: sick leave for the lab component shall accrue at the hourly rate of 0.067 hours of sick leave per hour of lab portion.

- D. Sick leave not used in any academic year may be accumulated but no unit member may accumulate more than 60 hours of sick leave or limit set by statute, whichever is greater.

16.02 Use of Sick Leave Rates

DCE faculty unit members shall be entitled to use sick leave:

- A. For the purposes of use of sick leave for didactic classes and the class portion of a lab course, unit members shall be deemed to work three (3) hours for each classroom hour.
- B. For the purposes of use of sick leave for DCE hourly appointments, unit members shall be deemed to work one (1) hour for each hour worked.
- C. For the purposes of sick leave for lab component hourly work, unit members shall be deemed to work one (1) hour for each scheduled lab hour.

16.03 Use of Sick Leave

Sick leave shall be granted 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 the individual's post would jeopardize the health of others.
- C. In case of serious illness of a spouse, child, parent of either spouse or any person living in the immediate household of a unit member subject to these rules, that person may be granted sick leave with pay not to exceed fifty two and one-half (52.5) hours within the academic year.
- D. 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 designed, be applied to absence without pay. For any period of absence on account of sickness, the College President or President's designee may require a physician's note or other documentation proving the necessity of the leave if a unit member is absent at least three (3) consecutive scheduled work days, or if the College has reason to believe that sick leave is being abused. If such documentation is not provided to the College by the unit member within seven (7) calendar days after such a request, the absence(s) may be applied, in the discretion of the College President or President's designee, to absence without pay.

16.04 Certification and Notification of Sick Leave Status

- A. 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 the end of the first full pay period of the academic year.
- B. Unit members with reappointment rights may elect to be paid twenty percent (20%) of the value of their unused accrued sick leave upon their resignation of appointment up to a maximum of 60 hours at the end of their appointment. Any unit member who makes such an election to receive the value of unused accrued sick leave shall be deemed to have voluntarily and irrevocably resigned from said College and shall relinquish any and all reappointment or reinstatement rights as well as seniority rights at said College.
- C. 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 up to the 60 hour limit shall be paid to that unit member's estate.
- D. Whenever, because of prolonged illness of the unit member, and the accumulated sick leave of a unit member is expended, the unit member may request from the College an extension of sick leave benefits not to exceed 75 hours. Any such extension shall be at the sole discretion of the College and based on satisfactory medical documentation. Any decision of the College concerning a unit member's request for an extension of sick leave shall not be subject to the grievance process. During an extension of sick leave, a unit member shall not accrue additional sick leave.

16.05 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 two (2) consecutive fiscal years or more from the last date 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 Workers' Compensation benefits.

Article XVII Add a new Article XVII as follows:

Article XVII -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.

17.01 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.

17.02 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.

17.03 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 unpaid leave:
 - 1. Fifteen (15) days of unpaid domestic violence leave in a twelve month period.
 - 2. Additional unpaid leave of up to six (6) months may be granted at the discretion of the President or the President's designee.

17.04. 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
- D. Renumber the existing Article XV as Article XVIII and, in the last sentence, replace the words "Article XVI" with the words "Article XIX"
- E. Renumber the existing Article XVI as Article XIX and amend the article as follows:

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ARTICLE XIX-DURATION

This Agreement shall be in full force and effect from June 1, 2018 through August 31, 2020.
(Effective upon ratification)