

Representatives from the MCCC and Management have been meeting since April 10, 2020 to bargain the impact of the COVID-19 pandemic on summer session. The primary concern for the bargaining team continues to be the health and safety of all our unit members, students, and campus communities. Representing the MCCC are the following: **John McColgan** (DCE Impact Bargaining Chair), **Claudine Barnes** (Day Impact Bargaining Chair), **Margaret Wong** (MCCC President), **Rosemarie Freeland** (MCCC Vice President), **Bret Seferian** (MTA Field Representative for the MCCC), **Colleen Fitzpatrick** (MTA Field Representative). Representing management are the following: **Mike Murray** (DHE Director of Employee & Labor Relations), **Carol Wolff Fallon** (Labor Counsel), **John Casey** (Assistant General Counsel), **William Heineman**, (Chief Academic Officer, NECC), and **Kimberly Rogers** (Chief Academic Officer, RCC).

One thing that became clear early on is that there are no consistent definitions for terms like "remote" and "online." To make sure both parties were using the same terms, we agreed to the following definitions

Glossary of Terms (For this agreement only)

- Face-to-Face: A class/course in which the instructor and the students are in the same single physical location
- Online: A class or course conducted under the Distance Education Agreement
- Remote: A class/course originally intended to be face-to-face but which is not able to be conducted face-to-face due to the health concerns of the international COVID-19 pandemic. The instructor has academic freedom in how the course content is provided to learners.

The vast amount of our recent time has been spent on the Summer DCE semester. Areas we concentrated on include protecting seniority under the DCE contract, compensation for trainings for face-to-face courses that transition to remote, preserving the Distance Education Agreement, maximizing the amount of classes that run at each campus, and ensuring that unemployment claims will not be challenged over the summer.

Distance Education Agreement

Management agreed that for classes that are originally scheduled to be online, they will honor the Distance Education Agreement. This means that if a member adapts a course to online, they will be compensated per the agreement. The agreement stipulates that DCE instructors are to be paid \$500/credit for training and development of their courses.

Training for Remote Courses

While we acknowledge that there are financial hardships, it was very important to the team to ensure that DCE unit members are compensated for any mandatory trainings for transitioning a face-to-face course to remote. We were able to negotiate that mandatory trainings will be paid at \$100, which is a higher rate than is in the DCE contract.

Unemployment Claims

We understand that this is a very tough time, and it is very important to the team that any possible barriers to receiving unemployment were removed. The Board of Higher Education and the Colleges have agreed that they shall not contest any unemployment insurance claims filed by MCCC DCE unit members who were offered a tentative appointment for the summer but are not able to teach due to this pandemic. The Board also agreed that it will not challenge unemployment claims of any professional staff member who is laid off for reasons related to the pandemic as well.

DCE Seniority List

One of the biggest issues we have heard from members is about protecting seniority. There were two main issues we were able to tackle. Specifically, we heard concerns from members about potentially losing seniority

if they are not able to teach this summer. We were similarly concerned for members who are just shy of being placed on the seniority list, and wanted to extend the timelines for them to earn reappointment. We came to agreement on language which protects both of these groups. Management has agreed that if any unit member with reappointment rights who submitted an availability form for Summer 2020 will not be removed from the seniority list, regardless of whether they teach a course. Most members are given an extension until January 2021, however we were instant on defending the rights of members who only teach during summer sessions at various campuses. If there are members with reappointment rights who only teach during the summer they have been granted an extension until September 2021.

Similarly, members who do not yet have reappointment rights but have taught 3 or 4 courses over the most recent three consecutive years will be given an extension to teach the fifth course necessary for reappointment rights. Most members in this case are given Fall 2020 semester to reach the fifth course. In the instance that a member without reappointment rights only teaches during the summer, they will be given until next summer to teach their fifth course.

In all cases listed above, the members rights are protected regardless of whether a class is offered to them. Additionally, the members rights are protected if the member decides to turn down an offered class.

The team now turns its attention to ongoing professional staff issues, as well as the fall semester, including but not limited to the May 18 expiration of Governor Baker's Stay-At-Home advisory