

DGCE Bargaining Proposals for a Three-Year Successor Agreement

The following is a compilation of the MSCA's proposals presented on a three-year successor agreement from July 23, 2020 through November 23, 2020.

New language is in **bold**; language proposed to be deleted is ~~struck~~.

Article V – Use of University Facilities

G. MONITORING OF ELECTRONIC COMMUNICATIONS

1. The parties recognize that a substantial portion of any information (including email and other communications and records of account usage) that is stored on a computer legally constitutes public records and is accessible as such to any person at any time. The Board and the Universities therefore agree to treat such information as confidential only if and to the extent that it does not constitute a public record, provided always that the Board and the Universities need not treat any information as confidential if the person whose confidential information it is (including any person to whom a communication has been transmitted) discloses it or otherwise disclaims its confidential nature. The Board and the Universities shall not, in an arbitrary manner, selectively record or monitor the information transmitted or stored by unit members. **Course statistics or analytics (such as log-on frequency, time spent on platform, other tracing of faculty activity, etc.) are not to be gathered or used in evaluations. Aside from students, no one should be added to a course management platform without the faculty member's written permission.**

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Article VII – Stipends

A. RANK MINIMA ADJUSTMENTS

Effective upon the commencement of the spring instructional period of 2021, 2022 and 2023, each University shall apply an increase of 1% to the contractual stipends.

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Article VIII – Workload, Scheduling and Course Assignments

A. WORKLOAD OF MEMBERS OF THE BARGAINING UNIT

Section A(4)(b) Prior Scheduling and Cancellation of Classes:

Insert between the existing second and third paragraphs:

If the University cancels a faculty member's course within two (2) weeks of the start of the course, and the University does not offer the faculty member another course that the faculty member is qualified to teach, resulting in the faculty member not teaching that course for that semester, then the faculty member shall receive a cancellation fee of five percent (5%) of the base rate to teach the course. Cancellation fees shall be limited to two (2) courses per semester.

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Section A(4)(c) Equivalencies:

Modify the following equivalencies as indicated in the table:

MODE OF INSTRUCTION	CONTACT HOURS	SEMESTER HOURS OF CREDIT OF INSTRUCTION
Laboratory Instruction	1	0.67 1

MODE OF INSTRUCTION	NUMBER OF STUDENTS	SEMESTER HOURS OF CREDIT OF INSTRUCTION
Graduate Thesis Reader	1	.5
Graduate Thesis Supervision	1	0.33 1
Honors Thesis Supervision	1	0.33 1
Teacher Education Practicum/Internship Supervision	1	0.50 1
Independent / Directed Study (1 credit)	1	0.083 1
Independent / Directed Study (3 or 4 credits)	1	0.25 1
Field Work Supervision	1	0.33 1

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New Section E

E. CLASS SIZE FOR ONLINE COURSES

With academic quality and the success of students in mind, enrollments in online courses shall not exceed the usual and customary numbers of students enrolled in similar courses taught in a traditional classroom setting of the institution where they are held, and should not exceed enrollment limits set forth by governance at the said institution. If the course does not exist in a traditional format, the cap shall be twenty-five (25) students.

New Section F

F. COMPENSATION AND SUPPORT FOR ADAPTING A COURSE

1. Stipend for adapting a course to online:

Faculty who adapt a course from in-person to a fully online or remote course shall receive a stipend of \$500.

2. Technology and course design support:

The administration will provide all support necessary for faculty to convert and teach in-person, blended and/or fully-online courses, including technological assistance as well as instructional design, and reimbursement for faculty-purchased equipment, software and other items.

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Article IX – Evaluations

D. MATERIALS TO BE USED IN THE CONDUCT OF EVALUATIONS

1. Student Evaluations – add new sixth paragraph:

Student evaluations shall not be conducted for the first year of the contract. The absence of student evaluations shall have no adverse impact on a faculty member's evaluation. Any evaluations conducted in the Fall 2020 instructional period will be expunged.

2. Classroom Observations

~~Whenever deemed appropriate~~ **During an evaluation** the DGCE Chair ~~and/or the Dean may observe the~~ **complete one (1) observation of one (1) class or classes** of any unit member for the purpose of evaluating teaching effectiveness. Said evaluation shall be conducted in accordance with the procedure set forth in Appendix D-2 (a) or D-2 (b). Prior to the conduct of any such observation, the member of the bargaining unit shall meet with the DGCE Chair or Dean, **as the case may be**, in order to provide the Chair or Dean with a plan of the class to be observed and any materials intended to be used in class.

Evaluations of online instruction should follow the same procedures as for in-person, traditional classes: the instructor must grant access to the evaluator to the course management platform at the level of guest/observer, who may observe only during a window of three (3) days.

Classroom observations shall not be conducted for the first year of the contract. The absence of a classroom observation shall have no adverse impact on a faculty member's evaluation. Any observations conducted in the Fall 2020 instructional period will be expunged.

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Article X – Grievance Procedure

C. PROCEDURES FOR FILING A GRIEVANCE

Step 2: The President (Formal)

The President shall meet with the grievant to discuss the grievance ~~twenty-one (21)~~ **fifteen (15)** days after the filing of the grievance at Step 2. 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)~~ **fifteen (15) days** after the filing of the grievance, 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.

D. ASSOCIATION REPRESENTATION

Any member or members of the bargaining unit may initiate and pursue a grievance **through the first two Steps of the grievance procedure** 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. (Page 43)

E. WAIVER, ADMISSION, TERMINATION AND GROUNDS FOR APPEAL

3. Termination

Unless prohibited by applicable provisions of law, 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. (Page 44)

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New Section H (re-letter existing Section H as Section I)

H. GRIEVANCES FILED PRIOR TO THE DATE OF EXECUTION OF THIS AGREEMENT

Notwithstanding any other term of this Agreement, any grievance filed prior to the date of execution of this Agreement shall be subject to the provisions of the predecessor Agreement; provided, however, that at the request of either party, the Employee Relations Committee may review any such grievance as it may determine, subject to the terms of Article II of this Agreement; and provided further that the selection of an arbitrator in connection with the arbitration of any grievance shall, unless already made pursuant to its predecessor, be made pursuant to this Agreement.

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Attachment A: Health and Safety Provisions

In accordance with relevant Commonwealth of Massachusetts COVID-19 guidance and protocols, including the Massachusetts COVID-19 Higher Education Control Plan, each University has established a return to campus plan that includes various policies and protocols to combat the spread of COVID. Until such time as the Commonwealth enters Phase 4 of its reopening plan or the conclusion of the Spring 2021 semester, whichever is sooner, all universities shall:

- (a) have available and/or provide masks to persons who have forgotten or lost their masks, or whose masks have been damaged;
- (b) provide COVID-related health and safety training to all students and employees;
- (c) take measures to ensure appropriate social distancing requirements are implemented in all buildings;
- (d) not require unit members to clean classrooms, libraries or other public learning environments;
- (e) request that unit members inform students that they are required to wear masks, but shall not require unit members to enforce the mask-wearing requirement. If a student refuses to wear a mask after being informed by the unit member, the unit member has the right to dismiss the class or leave the immediate area. Student refusal to wear a mask will be treated as a student conduct violation and addressed through the code of conduct mechanisms at the university. At universities that have a health exemption for mask-wearing, students seeking such an exemption will be expected to do so through disability resources if they will be attending an in-person class or the library and the instructor/librarians will be provided official documentation of the exemption and the health protocols that will be followed;
- (f) conduct contact tracing, which may be managed through, or in consultation with, local boards of health and/or the Massachusetts Department of Public Health;
- (g) notify faculty when a student in their in-person class has tested positive for COVID-19, in accordance with contact tracing protocol;
- (h) provide regular weekly updates to the campus community with information about the positive cases on campus as reported by the provider(s) they have contracted to engage this work;
- (i) preserve the ability of faculty and librarians who have concerns about their own health, that of a family-member, or children at home and unable to attend school or childcare, to request to work remotely;
- (j) seek to provide safe workspace for any faculty member required to work on campus when not in the classroom acknowledging that it is preferable for members to work remotely whenever possible; and
- (k) ensure ventilation in classrooms meets ASHRAE standards where practicable.