Details of the Tentative Contract Agreement

On February 12, 2019 the FA and management negotiating teams reached a tentative contract agreement, with the assistance of the PERB mediator. Although the agreement does not accomplish everything we had hoped for in a successor contract, the FA team is proud to present it to the FA membership as overall a very positive agreement. We encourage the FA membership to vote in favor of this contract.

The details of the agreement are as follows:

1 - Term: September 1, 2018 – August 31, 2020

2 - Wages:
   - Increases of 1.75% to full & part-time salaries, minimums & maximums, retroactive to 9/1/18
   - Increases of 2% to adjunct & overload rates, retroactive to 9/1/18
   - Increases of 1.75% to full & part-time salaries, minimums & maximums, effective 9/1/19
   - Increases of 2% to adjunct & overload rates, effective 9/1/19

3 - Labor/Management committee will be tasked with studying the salary structure, FA salary model, and other financial items. This work will begin in April, 2019, upon ratification of the agreement and will continue throughout the term of the agreement.

4 - The Academic calendar grievance is resolved by the additional increase to adjunct/overload rates (as specified above) and changes to contract language as follows:
   - Article 1, 6: The term “appointment year” shall mean the length of an individual’s professional obligation to the College as set forth in the appointment letter. For those employees who are employed for a 12-month period, their appointment year shall begin on September 1 and end on August 31, with the exception of their first appointment year which will begin on their first date of employment with the College. For traditional 10-month faculty members, the appointment year will begin on or before September 1 of each year and will end June 30 or 10 months after beginning date, whichever is earlier. In no event shall the appointment year for a traditional 10-month faculty member begin before August 25, as determined by the academic calendar approved by the Board of trustees. Faculty members shall not be charged leave time for days that fall outside of their appointment year.
   - Replace references to “academic year” with “appointment year” in Articles 8, 10, 15, 47, 57.
   - Delete “academic” in Articles 45, 50, 54
   - Replace “July-August break” with “days outside of the appointment year” in Articles 10 & 11

5 - Article 10: Sick Leave:
Section G: For the first year of this agreement no contributions to the catastrophic sick bank are needed. The Labor-Management Committee will review annually the contribution formula to ensure adequate days in the catastrophic bank. If additional days are needed, as determined by the Labor-Management Committee, each faculty member shall at the beginning of their contractual year contribute one day of sick leave from his or her sick leave accumulation.

6 - Article 11: Parental Leave:
Section C, 2: During the first year of this agreement, 1000 hours will be moved from the Catastrophic Sick Leave bank to the Parental Leave bank. During the remaining years of this agreement, the Labor-Management Committee will review annually the contribution formula to ensure adequate days in the parental leave bank.

Continued on page 4
7 - Article 16: Jury Duty: change language to reflect "faculty member will seek deferment"

8 - Article 26: Tuition Reimbursement: total amount increased to $80,000, individual amount increased to $4000.

9 - Article 27, Section E: Phased Retirement: add to section E,1 to reflect current practice: "Any FCH taught beyond the reduced workload, including summer and intersession, will be compensated at the overload rate."

10 - Article 32: Adjunct Faculty: change of maximum FCH from 9 to 10 and change to Section E: "Evaluation for adjunct rank is primarily referenced on demonstrated effectiveness in teaching and professional development that supports it. Adjunct faculty will be evaluated once per year for the first three (3) years of teaching and once every three years thereafter. Evaluation will include classroom observation, review of instruction and assessment materials, and other departmentally determined criteria related to teaching.

Adjunct faculty shall be eligible for promotion after three years in rank having taught a minimum of six semesters, including summer sessions."

11 - Article 34: Parking: "The College shall provide cost free reserved parking facilities for faculty in parking lots A, F, G, K, M and Q at the Brighton campus. The College shall provide cost free parking for faculty in lot AA at the downtown campus and in the main parking lots at the Applied Technologies Center and the Public Safety Training Facility."

12 - Article 41: Contract Printing & Distribution: "A minimum of one hundred (100) copies of this agreement, including but not limited to mutually agreed to appendices 12- Article 41: Contract Printing & Distribution: "A minimum of one hundred (100) copies of this agreement, including but not limited to mutually agreed to appendices, guidelines and Letters of Agreement, shall be printed at the expense of the College and distributed, as requested. Additional copies will be made available, as needed. The aforementioned document shall also be made available in its entirety on the MCC employee website."

13 - Article 45: change section J to modify the adjunct supervision amount to $85 per adjunct section

14 - Article 51: Part-Time Faculty: edit to section A to reflect updated non-discrimination language, and change to B1 to reflect 10FCH

15 - Article 63: Department Chairs: Add new sections A, B & C to reflect language agreed to in LOA, signed April 2017:

Section A: Appointment, Term, and Termination of Appointment of Chairpersons. Chairpersons of academic departments shall be appointed by the President and shall serve at the pleasure of the President with a normal term of service being three years. If the chairperson of an academic department is relieved of duties as a chairperson, he/she shall retain such rights and privileges as he/she may have by virtue of their academic rank. The faculty governance organization, the Faculty Senate, shall monitor the selection of department chairs.

Section B: Chair Responsibilities. Chairpersons of academic departments shall serve as chief representatives of their departments and be responsible for the implementation of the educational programs of the departments for which they serve. They shall have such other duties and responsibilities as may be assigned by the President.

Section C: Evaluation. Chairpersons serving a full term for their departments will be evaluated in the spring of the first year of every term and the fall of year three. Deans should review progress with the chair during years that there is not a departmental process. Any continuing chair who has previously received both a formative and summative evaluation who is appointed for another three year term will be evaluated in the fall of year three of each subsequent term. The Dean and Provost/Vice President may agree upon an alternate evaluation schedule for continuing and/or interim chairs.

16 - Article 64: Multiple Assignments: change to 10 FCH

Continued on page 5
Tentative Contract... (Continued from page 4)

In addition to the details above, it is important to note that the health benefits for active employees remain unchanged. Although we were unable to resolve the changes made to the retiree health care provisions through negotiations, we continue to pursue that issue through both arbitration and a filing of Improper Practice.

**FA Negotiating Teams**
Many thanks to all of the FA members who participated in the negotiations process!

**Core Negotiating Team:**
Bethany Gizzi  
Mike Bates  
Jennifer Hill  
Jim McKenna  
Taine Vinci

**Salary Sub-Team**
Renee Rigoni  
MaryJo Vest  
Susan Belair  
Gordon Dutter  
Becky Babcock

**Benefits Sub-Team**
Matt Hachee  
Mary Timmons  
Kim Doyle  
Kevin Soule  
Jan Volland  
Kara Tierney  
Mark Harris

**Equity & Inclusion Sub-Team**
Joan Moorehead  
Shirley Provost  
Melissa Santiago  
Rita Straubhaar  
Ashleigh Mallory  
Joann Santos  
Diane Navarro

**Professional Staff Sub-Team**
Kathy Baxter  
Joan Moorehead  
Melissa Santiago  
Krista Tyner  
Mary Timmons  
Jill McPhee  
Rick Sadwick

**Mobilization/Communication Sub-Team**
Jim McKenna  
Jeff Baker  
John Wadach  
Amanda Colosimo  
Tony Conte  
Jim Downer

**Chairs Sub-Team**
Nayda Pares-Kane  
James Murphy

**Downtown Campus Sub-Team**
Christine Plumeri  
Mary Timmons

**Adjuncts Sub-Team**
Jodell Raymond  
Jeff Baker  
Dave Shein  
David Hughes  
Joel Helfrich  
Beth Starszynski  
Diane Dinkins-Lourette  
Jesse Redlo