

Negotiation Update 7-9-2020

Memorandum of Understanding related to COVID-19 Transition to Online Teaching

Your union and the college district have reached agreement on a Memo of Understanding to address the effects of the COVID-19 pandemic on unit members' wages, hours, and working conditions. This MOU is scheduled to be reviewed and voted on by the Board of Trustees at their next Board meeting on July 16, 2020. An MOU negotiated by the Faculty Assembly, representing full-time faculty, and the district is also on the same agenda.

We encourage you to read the entire MOU. It represents our efforts to protect all of us in these challenging times. During the course of our negotiations with the district, we focused on several important issues. First, we thought it imperative that you receive compensation for the efforts you have made to transition your face to face classes online for the Fall semester. Second, we would not accept exploitation in the form of Associate Faculty being treated differently than full-time faculty for doing the same conversion activities. Finally, we addressed an ongoing problem that seems to be exacerbated by the changing conditions brought on by the pandemic: Associate Faculty colleagues being asked to do uncompensated work or being asked to share intellectual property without compensation.

We are pleased to report that we achieved a large measure of success in each of these areas. There is additional work to do to eliminate the conscious or unconscious exploitation of you as valuable faculty. We will continue our efforts during the upcoming negotiation for our next Collective Bargaining Agreement. We ask for your continuing support as we do this work.

We know that some of you who work at other colleges will be receiving compensation for your conversion work that may be more or less than what you will receive at MiraCosta. Any difference may be a reflection of a number of factors that defy easy comparison. We know what the Board allocated for this work here and we sought to obtain the maximum that we could for you. At the same time, we insisted that your compensation be equal to that of the full-time faculty for doing the same work. As outlined in the MOU, a survey early in the semester will be used to help achieve this goal. Please make sure to participate in it.

Those who have taught fully online are not eligible for these stipends as their LHE does not need to be converted from a face-to-face format.

Here are a few highlights from the MOU:

Under Compensation, there are two (2) stipends that eligible colleagues can receive. (1) the expense of materials, equipment, and internet service required during the Fall 2020 semester in the amount of

\$200, and (2) faculty work necessary to transition courses from an on-ground to online format. The amount of the second stipend will vary based on LHE.

Under Health benefits, we have lowered the load necessary to maintain continued participation in the Health plan from 40% to 20%.

If you prepare a class for the Fall 2020 semester and that class is cancelled due to low enrollment or to complete the load of a fulltime faculty member, you may be paid for some of that preparation through Flex. See paragraph 12 of the MOU.

In our previous update, we discussed the possible exploitation that can occur when you are asked to work without compensation or you are asked to share your intellectual property. Paragraph 6 of the MOU addresses this. While it does not include all of the language that we had proposed, it does, for the first time, provide a remedy if such exploitation occurs. It provides district protection. This is a good first step in eliminating this form of exploitation. We will take additional steps to help change the culture for the better.

If we are to help you in this area, you need to help us. We will be developing an approach that you can take if you are “asked” to work for free or share your property for free. We’ll have your back as you consider how to respond to the “ask.” In essence, we’ll be suggesting that you pause before answering and, in that pause, we’ll ask you to consult with us before replying. If most of you, or all of you, will do this, then we’ll be able to educate our full-time and administrative colleagues about ways to avoid even the appearance of exploitation.

In recent weeks, we have heard from a number of you. We recognize the pressures that these uncertain times have placed on you. Please continue to reach out to us when you need to. Please take time for yourselves so that you can give back to your families and your students. Please stay safe.

You may view the MOU [here](#).

In Unity.

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