

MCCC News



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DCE Agreement Reached

After two-years of intensive bargaining, the DCE Negotiating Team reached agreement on a tentative new contract for the DCE Unit. The team has sent out details through chapter emails, and they made a whirlwind tour of campuses.

The negotiations divided the covered period into two contracts with an overall raise of 6 percent. One is from 6/15/16 through 5/31/2018. The other is from 6/1/2018 through 8/31/2020. The language remains the same for both. But by twinning them, the MCCC was able to move management off of their rigid salary offer by splitting the term of the contracts. Normally contracts cannot last more than three years.

The 2016-2018 contract provides two, 1 percent raises: one due last January and the other due September 1. Both will be paid retroactively after the contract is ratified. The second contract gives a 2 percent raise this coming January 15, a 1.5 percent increase in January 2020 and a final 0.5 percent raise in May of 2020.

Rights and benefits language was improved with such provisions as a first-ever tuition waiver that includes family members, sick leave with the ability to cash out a portion, and updated family leave and non-discrimination provisions.

Detailed copies of the Tentative Agreement have been sent out through chapter emails and will be sent with



DCE Negotiating Chair John McColgan discussed the DCE Tentative Agreement and the ratification process at the Sept. 7 MCCC Executive Committee meeting as President Margaret Wong and Secretary DeAnna Putnam looked on.

(Photo by Don Williams)

the ratification package. Team Chair John McColgan was joined by other members the week before classes started in a tour of all 15 MCCC chapters, and he is available to come to chapter meetings again to explain the contract.

Ratification materials are being prepared for a late-October mailing with a return mail ballot. The MCCC Board of Directors voted to allow all people teaching in the DCE Unit to vote on this contract(s). With agency

**Coming Soon -
DCE Contract
Ratification
mailing
in late October.**

fee gone, unions are not required to allow non-members to vote. The Board wanted to encourage membership, feeling that the best way to proceed was with a welcoming and inclusive approach.

The team aimed high with a push for “equal pay for equal work” to close the earnings gap between full-time and adjunct faculty per-course compensation. But they ran into the immovable object of Gov. Baker’s administration and its no-tax pledge.

Bargaining was difficult this round for all the state employee unions. Gov. Baker’s office had set very low limits for raises and rigidly enforced those limits. But bargaining was especially difficult for the DCE units because the governor’s office is typically not involved in those contracts.

Continued on page 4

Unions Adapt After Janus Ruling

In the wake of the anti-union federal Supreme Court decision, both unions and states are looking into how to ameliorate the negative impact of the decision.

The decision barred unions in 22 states from charging a fee for services provided to people who do not want to belong to a public employee union. People decide not to join unions for a variety of reasons from political or personal opposition to simply saving money by paying the reduced agency fee that excluded the costs of political action. Current state laws assume the agency fee, so some changes are needed.

As a state with a high percentage of public union membership, Massachusetts’ Speaker of the House Robert DeLeo met with a Task Force of unions that included AFL-CIO, SEIU and MTA. The objective was to craft a single, unified labor bill that would, in part, fix some of the adverse, anti-union impacts of the federal decision.

There was agreement on three key principles, but consensus could not be reached on a fourth provision, so no legislation has been agreed upon. With the legislature out of formal session until after the election, action will probably wait until January.

The first, and most important piece of the tentative legislation, is a union’s right to contact information and access to employees—especially in orienting new hires. This is similar to laws passed in New York and New Jersey and pending in other pro-labor states. A number of specific provisions guarantee use of employer facilities and access to newly hired employees within 30 days of hire.

The second provision is to ensure non-disclosure of personal contact information to third parties. This amends the state’s “freedom of information act” to close a loophole to protect employees’ privacy. Currently the act allows public disclosure of employee information to anyone filing a request like students, parents, commercial entities and out of state political enemies. The latter is a serious problem, as groups like the DeVos funded Mackinaw Center immediately after the court decision began contacting union members encouraging them to drop their union membership.

The third provision improves upon the current statute on dues collection. Members will continue

to be able to have dues deducted from their paychecks. Under the proposed bill, they would be obliged to belong for a full-year.

Consensus was not reached over the issue of how to treat non-members. Writing in the majority decision, Justice Alito presented his vision of “fair” unionism, where unions can charge non-members on a fee for service or “pay-to-play” basis. Some unions want to terminate all obligations to non-members.

MTA advocates following NEA and other national affiliate recommendations to keep providing services to non-members. There is a fear that not providing some services to those people could undermine the union’s right to be the exclusive representative of the bargaining unit, which could have serious ramifications. Also, by providing some services, unions can show their efficacy to potential members.

With the legislature out of session through the election, unions have some time to discuss how to handle non-members and to reach compromise. Meanwhile unions will need to be vigilant about anti-union entities interfering ■



Don Williams,
MCCC Communications
Coordinator

We're All In – In It Together

We will never know the motivation of Mark Janus. But the fact that shortly after the Supreme Court supported his side of the case against

union agency fees, he retired from his \$71,000 a year state job and took a cushy PR job with one of the right-wing organizations that funded his lawyers, makes it sure look like he did it for the money.

Countless people struggled to create the public employee unions that represented him (and us), fought for health and retirement benefits, and worked hard to maintain their contracts. But Mark didn't like that his union was involved

in politics, and he wasn't satisfied that by choosing "agency fee" he didn't have to pay for the political action of his union. He was happy to take the benefits the union had won for him, but he wanted to pay nothing!

Maybe he truly felt that his was a noble mission to preserve the First Amendment. But it always seemed like it was about the dues money. Selfish is the word that comes to my mind to describe his motivation.

People in our unit who might save a few dollars in dues/fees by not joining, will find that eventually the losses in pay and benefits that everyone in the unit suffers may be much worse when the unions negotiating contracts in their behalf are starved for funds. Janus won't have to worry about future raises or loss of benefits in his new job. Those organizations get plenty of Koch Brothers and other corporate money.

Our union, like those in 21 other states that had agency fee, is working its way through some new territory. We had about 2000 agency-fee unit members before Janus, almost all within the DCE unit. We know that many really thought that they were union members, and because they paid a fee, they got a lot of the benefits of union membership.

But now, only people who affirmatively want to belong to the union will be paying for the union activities that benefit everyone. The MCCC is hoping that everyone working professional jobs in the community colleges will show that they are concerned about the "community" of faculty and staff. We are all in this together, and we need to support each other as we face changing times where the pay and benefits of workers is in decline.

If you think you don't need a union and that the state will treat everyone

fairly, just look back at DCE pay before unionizing in 1990. It didn't change for 10 years. Those were years where the inflation rate went as high as 13 percent! Once we unionized, and ultimately conducted a strike, DCE salaries doubled. The college presidents would never have given as much without the actions of union members.

A strong, well supported union is our only defense against the forces that attack our pay and benefits. Our contracts are the bulwark that protect all of us—faculty and staff, member and non-member—but contracts need to be enforced and supported by a strong membership.

If you have not joined the union, please think about what you value. The value of community and coordinated action is not something to put a dollar sign next to. We are all in this together, let's all be all in. ■

Guest Column: Why I'm A Union Member

By DeAnna Putnam, MCCC Secretary

As the statewide MCCC Secretary and an adjunct faculty member teaching at Bunker Hill Community College, I want to offer a little background as to why I decided to become a full union member.

The value of union membership was immediately apparent to me after having to stand up to labor law violations with another employer as a non-union, employee-at-will.

At the time, I was fortunate enough to be able to obtain a good law firm to take my case on contingency, because it had merit as a class action lawsuit. This was a relief, because I certainly could not afford a \$2,000-5,000 retainer fee up front. In the end, I was able to settle with my former employer very much to my satisfaction.

This experience made it clear to me that union or not, the only way an employee really can stand up for himself is through some kind of collective action, such as a class-action suit.

BUT, as you may or may not already know, before the Janus decision this session, the Supreme Court first struck a blow at NON-union employees.

As a result, my fight as a non-union employee-at-will would no longer be an option for me today, given this other recent Supreme Court decision aside from Janus v. AFSCME.

If you are not familiar with Epic Systems Corp. v. Lewis, which was decided in May, the Supreme Court ruled that it is lawful for employers to require employees, as a condition of employment, to give up any right to be involved in a class action suit for wage theft and myriad other

labor law violations. Instead they would be subject to *arbitration only*. Typically that arbiter is chosen by, and paid for by the employer.

As I understand it, based on what I have read, right now approximately 60 percent of employees are bound by this type of agreement. Because of this recent decision, it is expected that 80-90 percent of workers in the US will have to give up their right to class-action lawsuits within five years. Statistically, arbitrators typically rule against employees.

If a non-union employee runs into a problem, when and if you file a complaint with the Massachusetts Attorney General, typically you are directed to hire your own attorney.

The AG requires you to file with them first, but then you can expect to have to go forward on your own.

And now, you will likely have to pony up thousands of dollar in cash up front, because without the option of class action, attorneys will not be able to afford to take your case on contingency.

It is exhausting to go it alone. I can say that from personal experience. I also can say that had I had a proper union contract with my former employer, I never would have run into the problems with them that I did to begin with.

If you already are a union member, this only goes to demonstrate why you benefit from your union membership. If you are not a union member, you owe it to yourself to become one.

Do it for yourself, and do it for each other. ■



Members of the 2018-2019 MCCC Executive Committee posed for a photo. The elected officers are, front row (from left), Vice President Rosemarie Freeland, Treasurer Gail Guarino, President Margaret Wong, and Secretary DeAnna Putnam. Back row, the three at-large members elected from the Board of Directors are professional staff member, Ellen Pratt; adjunct member, Linda Grokowsky; and full-time faculty member, Claudine Barnes. (Photo by Don Williams)

In Solidarity

Recognizing A Con Game

As the newly elected MCCC President, I would like to welcome you all to the 2018-19 academic year and to wish everyone a productive semester. As a matter of history, we are living in interesting times. In terms of the MCCC and public sector unions in general, these are uncertain times. Nevertheless, I believe we will persist and prevail.

27 days after I assumed the reins of this office, while I was in the air on my way to Minneapolis for the NEA Representative Assembly, the Janus vs. AFSCME decision hit. Once the plane landed and airplane mode was turned off, my phone buzzed and chirped non-stop – announcing emails, voice mails, text messages, as if impatient for me to address them all. Right. Now. I felt put on notice. The union world as we knew

it, was at an end, and we would need to adapt or perish.

Within minutes of the decision, the anti-union forces were at the ready with their emails encouraging members to drop union membership. These mailings tried to take advantage of our members' confusion about the Janus decision. They tried to peddle their "looking out for #1" ethos, and to appeal to members' greed. They tried to get members to turn on one another and to turn against their union.

Except it didn't really work. Union members, it turned out, were not that confused by Janus. They recognized a con game when they saw it. They recognized the value of unions, and they were not interested in only "looking out for #1." Instead they had the backs

of their union brothers and sisters and trusted that their union brothers and sisters had theirs as well.

In the short time that I have been MCCC president, I have seen examples of perseverance, determination, and courage as well as kindness and selflessness on the part of union leaders and members that have left me feeling immensely proud to be a union member and humbled to be one of the leaders.

There is of course the other viewpoint, borne of righteous anger and cynicism that, as a union, we have not gone far enough, have not tried hard enough, do not care enough. No doubt we can, and must, always do better. The acts of perseverance, determination, and courage that I witnessed must be multiplied tenfold. The acts kindness and selflessness



Margaret Wong, MCCC President

a hundredfold. There is a lot of work to be done. But I am up for it. I hope you are too.

I want to close this statement with a couple of notes of appreciation. First, to the three former MCCC presidents whom I've known personally and on whose shoulders I now stand. Although their respective leadership style and vision for the union differed one from the other, Rick Doud, Joe LeBlanc, and Diana Yohe worked hard for and cared deeply about the union. It is this work ethic and earnestness that I aim to emulate. Secondly, to Phil Mahler who has devoted his entire professional life to the health and wellbeing of the MCCC, serving, in turn, as President, Vice president, and Treasurer. To the extent that our union makes it through these uncertain times, it will in large part be due to Phil's capable stewardship. I am most grateful that Phil continues to serve the MCCC in his capacity as office manager.

In solidarity,
Margaret Wong
MCCC President

MCCC and AFSCME Join Forces

With the common employer of the Massachusetts community colleges, the unions representing the professional employees (MCCC) and classified employees (AFSCME Local 1067) have begun to work together to address common issues with the employer.

A significant issue was a memo sent by email to all union employees at a number of colleges on July 20, about the Janus decision that union leaders felt encouraged people to drop their union membership.

The memo was composed by Carol Wolff-Fallon, lead labor attorney at the Massachusetts Community College Executive Office, who works for the college presidents. MCCC chapter presidents raised objections when they saw the memo, and some corrections were issued, but damage was already done. Moreover, both unions felt that they had to push back against what they see as the beginning of a union-busting campaign.

A joint meeting with management was held on August 28. MCCC President Margaret Wong, Vice President Rosemarie Freeland, AFSCME Local 1067 President Sheila Kearns were joined by MTA and AFSCME Council 93 representatives. Three college presidents attended: Lane Glenn (NECC), Patricia Gentile (NSCC), and James Vander Hooven (MWCC). They were joined by Wolff-Fallon and Michael Murry (Director of Employee & Labor Relations, DHE).

Union representatives described the harm that they felt the memo created. They explained that many union leaders and members reacted with anger and frustration. Members from both unions inquired about their own memberships

and used language from the memo in their inquiries or resignations from the union. Union representatives also made it clear that they held the college presidents responsible.

After a management caucus, President Glenn said that there was no anti-union intent in the memo, but his team could see how the union could feel that. He agreed that in the future the colleges would work with the unions on any statements related to union matters.

Agreement was also reached to send out Attorney General Maura Healy's post Janus advisory subtitled, "Affirming Labor Rights and Obligations in Public Workplaces." The college presidents agreed, but Murray and Wolff-Fallon wanted the department of labor's Q & A on union membership

. It was agreed that the AG's advisory would be sent to all MCCC and AFSCME unit members, with a link to the DLR's Q & A.

In a message to chapter leaders, President Wong noted that sending the AG's advisory was a goal going into the meeting. She said "the opening paragraphs include a pro-union perspective about the history of agency fee collection and unequivocal statements about public employees' rights to unionize under Massachusetts law."

Wong also thanked chapter leaders for their quick response to the original memo by working with their college president or HR office to reduce the most harmful rhetoric or prevent the dissemination entirely. She ended, "We are in this together, 15 chapters strong." ■



Leaders of the AFSCME Unit that represents classified staff in the Massachusetts community colleges came to the MCCC Board of Directors meeting in August to discuss ways the two unions can work together. From left Council 93 Legislative Coordinator Jim Durkin, current President Sheila Kearns, and Past-President Kevin Hanley. (Photo by Don Williams)

Reminders from Your Unit Professional Committee

The Unit Professionals Committee would like to remind both Professional Staff and Faculty about a few union rights and responsibilities.

Your Personnel File

It's always a good idea to check your personnel file in Human Resources periodically. Have your E7s and E5s been placed in your file? Is your job description there? Is your resume in your file? Is your job classification grid in your file? You should be able to view your file anytime during normal business hours. It is important to know that if any additional materials are added to your personnel file, you should receive a copy of that material with seven days. You also have the right to file a statement in response to any written material in your file.

Weingarten Rights

If your supervisor questions you about a situation where discipline could result, please invoke your Weingarten Rights and ask for a union representative. Remember not to provide information about a situation, even in informal circumstances, unless you have union representation. You may find more information about Weingarten Rights here: <https://massteacher.org/employment-and-licensure/weingarten-the-right-to-representation>

Affirmative Action Cases

Please review your college's Affirmative Action policy and be sure you are adhering to it. Human Resources does have the right to investigate situations when MCCC members are accused of violating Title IX and Affirmative Action policies. Comments made in the classrooms, for example, may be reported and investigated. You are entitled to union representation during an investigation.

– The Unit Professionals Committee



MCCC News

<http://mccc-union.org>

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The MCCC News is a publication of the Massachusetts Community College Council. The Newsletter is intended to be an information source for the members of the MCCC and for other interested parties. Members' letters up to 200 words and guest columns up to 400 words will be accepted and published on a space-available basis. The material in this publication may be reprinted with the acknowledgment of its source. For further information on issues discussed in this publication, contact Donald Williams, North Shore Community College, One Ferncroft Road, Danvers, MA 01923. email: Communications@mccc-union.org

DCE Agreement...

Continued from front page

All the tuition and fees from students in sections taught by DCE faculty are retained by the colleges. It is technically not state money. And it is under the presidents' discretionary funds. But the state decides when adjuncts are state employees (like for striking and current raises) and when they're not (like for health insurance and pensions).

In the past the MCCC bargained with the college presidents and their representatives, and within some state constraints, we were able to get better percentage raises for DCE than the Day unit. The presidents were not particularly generous, but they were closer to the plight of adjunct faculty and could be moved a little.

In the last contract negotiations the Department of Higher Ed. became direct participants, and in these negotiations Mike Murray from the DHE was the spokesperson for the management team. As a branch of the Executive, the DHE directly represents Gov. Baker. His frugality rippled through all the negotiations.

At this writing, the contract for one MTA higher ed. unit, the APA at the state universities, is being held up over a tiny extra pay provision for a few employees at the Maritime Academy. The DCE agreement is also being evaluated, but the MCCC is confident that it is within the rigid parameters. ■



#Respect4MCCC.

MCCC Meetings Calendar 2018-2019

YEAR	MONTH	EXECUTIVE COMMITTEE	BOARD OF DIRECTORS	OTHER EVENTS
2018	SEPTEMBER	7	21	
2018	OCTOBER	5	19	
2018	NOVEMBER	2	16	
2018	DECEMBER	7	*	
2019	JANUARY	4	18	
2019	FEBRUARY	1	15	Nominations Due *
2019	MARCH	1	15	Bylaws Proposals Due 3/1
2019	APRIL	5	26	MCCC Delegate Assembly 4/27
2019	MAY	17		MTA Annual Meeting 5/3-5/4
2019	JUNE	6 (Wed)	19 (Wed)	
2019	JULY	–	–	NEA-RA Houston, TX 7/2-7/7

* Date to be determined.

Know Your Day Contract

October 2018

- Oct. 1** Tenure eligibility list distributed (p. 44).
- Oct. 1** Sick leave bank open (p. 21).
- Oct. 2** Furnish employer with dues to be deducted per employee (p. 17).
- Oct. 6** Supervisor shall return Course Materials to faculty members by end of fifth week of semester. Members have 14 calendar days to respond to supervisor's concerns (p. 61).
- Oct. 8** Columbus Day holiday observed.
- Oct. 15** Notice of termination at end of fifth year or later (p. 44)
- Oct. 24** Accrued professional staff vacation time in excess of 64 days (480 hours) converts to sick time. This occurs twice per year, falling on the end of the last pay period of April and October (p. 24).
- Oct. 30** Last day to opt out of sick bank (p. 21).

N.B. Dates may vary depending on the first day of classes. Most of these dates are "last date" standards. In many instances the action can be accomplished before the date indicated. Cited page numbers are from the 2015-2018 Agreement.

Free Life Insurance for Union Members

Members of the MCCC are also members of the National Education Association, and as an NEA member you are automatically covered by the NEA Complimentary Life Insurance (formerly known as NEA DUES-TAB) term life insurance. It is a guaranteed benefit for

Active and Life members. All you need to do is register your beneficiary.

The free program offers \$1,000 of term life insurance, up to \$5,000 (depending on years of membership) of accidental death and dismemberment coverage, and up to \$50,000 of AD&D insurance for any covered accident that occurs while on the job or serving as an association leader.

To register your beneficiary or to obtain more information call 1-800-637-4636, or go to <http://www.neamb.com/insurance/nea-complimentary-life-insurance.htm> ■



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