

Massachusetts Community College Council

Claudine Barnes, President
Joseph Nardoni, Vice President
Colleen Avedikian, Secretary



Don Williams, Communications
Dennis Fitzgerald, Day Grievance
Joseph Rizzo, DCE Grievance
Hilaire Jean-Gilles, Research
Tom Powers, Webmaster

Approved Minutes of the MCCC Board of Directors Electronic Meeting via Zoom Friday, November 2022, at 10:30am

Present: President Claudine Barnes, Vice President Joe Nardoni,; Members at Large: Brian Falter (NSCC), Swan Gates (CCCC) and ; Part Time At-Large: Paul Johansen (BCC) and Mark Linde (MaCC); Rosemarie Freeland (MTA BOD); Directors: Cathy Boudreau (MaCC), Trudy Tynan (HCC), DeAnna Putnam (BHCC), Colin Adams (BCC), Margaret Wong (QCC), Tom Grady (BrCC), Joanna DelMonaco (MiCC), Ben Anilus (RCC), Tom Smith (STCC), Margaret Crowe (MBCC), Janel D'Agata-Lynch (NECC), Claire Lobdell (GCC)

Absent: Secretary Colleen Avedikian, Candace Shivers (MWCC).

Guests: Lisa Coole, Chair Day Bargaining Team, Joe Rizzo (DCE Grievance Coordinator), MTA FRO: Bret Seferian and Colleen Fitzpatrick, Don Williams (MCCC Communications), Dennis Fitzgerald (Day Grievance Coordinator).

Called to order at 10:33am

Motion to adopt the amended Order of Business adopted by consensus.

Postpone approval of the minutes of the October 2022, Postponement of Secretary's Report

Reports

President

Finally have Joint study scheduled. A number of agenda items, scheduled for 2 hours – some pressing concerns include any follow up that might be coming from section 26 legislation – evening courses, etc. Hearing from chapters, snow days, etc., to whom that applies. Closed means closed. If college is closed, that means no classes, and no work for professional staff. All members scheduled to work are paid.

- Ex: Prison system was open, but college was closed need to respect the institution's status. Needs to be part of the discussion at the beginning of the program.
- Ongoing issue at Massasoit. May have to file grievances for those contracts already set up – violating our contract.

A few campuses are not sending information when requested for both grievances and Day bargaining. Trying to get additional input regarding legislation that we learned about last week. Language asking to retain Day tuition. Reaching out to MTA for additional information - Gov sent out veto of "outside" items, stating better as part of the budget process. Reaching out for additional information to Nate McKinnon. Did MCCC Leadership know about this? Only found out 2 days before it was vetoed, via CCCC College President. Concerns that section 26 was about tuition retention.

Asking MTA – who is paying attention to MCCC legislation? Gov't Relations knew about the veto. Not pushed by the Community Colleges. Pushed by the State Colleges – not from MACC, not a combined action. Hoping that they told MACC as a courtesy.

Anything specific in Dual Enrollment – concerns about expansion, MCCC not at the table, curriculum integrity, other issues at local chapters.

DeAnna – Early College and Dual Enrollment should be impact bargained. State mandate indicates that unions were at the table for this, but not true.

Review all agreements – asked for copies. Bulleted list. Sometimes bargaining is not bargaining, already a done deal. At Joint Early College Committee meeting the other day – they showed a new Dashboard that will be implemented in an effort to create more transparency with Early College. Seems that more information will be available through the dashboard and supporting documents. Does this include Dual Enrollment and other contract? No. Main concern is early college and concurrent enrollment.

Questions will be raised at Joint Study.

MTA is rolling out Higher Ed finance plan on December 1. Claudine will attend speaking on CC funding.

Need more people to apply for office manager/treasurer position. Encourage folks to apply. Really need people to serve on MCCC committees. Bylaws, Nominations and Elections committee. Friendly reminder – if you receive information “for statewide distribution” it is your responsibility to send to chapters. Don't want to bypass the leadership to get information to the members.

5. Joe Rizzo – DCE Grievance Coordinator

4.2% increase – members came all at once – no complaints regarding DCE pay. Questions we get – how the pay rate over the life of the contract could be 6.5%, even though it jumped 14.2%. Not only a base rate of pay increase, but a new scale. Those members teaching an hourly rate, also received increase. Why is my pay so low? Usually, in regard to nursing. No hourly rate for the contract hour people. Rate in effect in 1990 and apply base rate of every salary increase from 1990 to present to establish rate. % Increase has always been flat for hourly rate members. Compounding effect, salaries 1990 become very inflated, and those that were low, remain low, and in fact much lower. Therefore, comparable work at another school – pay disparity.

Issues and concerns: Distance Ed agreement. No issues until the pandemic. Coming out of the pandemic, grievances are begin filed in high number. Colleges are not making any statements. In mediation – statements are made regarding interpretation of the contract, generally Colleges would come back with a statement. This is not happening rather than reasons, coming up with lame excuses. EX: BHCC DEA never applied to Video Conferencing – no evidence, in fact historical docs show they did pay for VC. Only recognizing asynchronous online courses as Distance Ed. Carrying over Covid Agreements - even though it's expired. Asynchronous online classes are being paid, and those that were developed in the process from 20 years ago. Established policies, many paid even more than indicated in the DEA. Randomly determined eligibility. 1998 – it happened in that context – at the time, view that online would become common. Grievances first came from CCCC – recorded/captured classes that could be “watched later.” Early Distance Ed courses were of that video conferencing type. Colleges are stating that Video Conferencing is not “distance ed.” Meeting with Attorney for arbitration for DCE Distance Ed. First group Day/DCE mediations are scheduled between next month and May timeframe. Is it worthwhile to package these? Process for System-wide grievances. Mike Murray has a history of not seeing anything as system wide. “Not fully in person” – their own words. Information requests – no response, due to stated “confusion.” QCC and Berkshire – responded – asked for evidence that people were paid in accordance with the Distance Ed contract. Only received a list showing “paid” or not Paid, no indication of actual payment amounts. Colleges making their own definitions. Long term strategy of management is unclear. Input? Non-delegable authority could be the defense.

DeAnna – new situation at BHCC re: Asynchronous courses in Winter Session. Trying to reduce \$500 per credit due to short session of the course. “Modify” in the COVID MOA is the same as “adapt” in the Distance Ed Agreement. Not one clear defense. Perhaps NUP jobs are on the line due to the messed-up nature of this. DCE – award of damages can only go to the loss that the grievant would experience in a given semester. Therefore, need continual grievances over each semester. Clear that the payment is by the credit. BHCC has unilaterally ignored the Distance Ed Agreement. They offered to only continue the COVID agreement.

There was one ruling that limited non-delegable authority. Clause that % of course must be taught by FT tenure track faculty – could help.

About half of the campuses have grievance. Go back to Spring 2020 – some colleges kicked into the Distance Ed agreement and paid out. Therefore, no issues. Perhaps colleges didn’t go totally online. Variances throughout the system. Liability from violating the contract could be huge.

DCE are entitled to more than one offering of a course if they have seniority in more than one work area. Just a reminder.

Caution – Distance Ed Agreement arbitrations are strong – they will somehow find a way to “split a pie.” Danger for inequity of payments.

Day/DCE blur – veto of change in 15 A sec. 26. Not clear on Presidents’ motives. Initially, determined that DCE were not employees by contractors, and not permanent. No community interest between DCE and Day – determined by State when DCE decided to unionize. Working under separateness. Some examples throughout the years. Observation – in the past year, a huge surge in the Day/DCE distinction. Proposed change in the law, made me think that some of this is connected to the Section 26 language. Shifting of Day/DCE arbitrarily to fill workload, without conversation with and between Dean and Faculty.

Hearsay - President’s want to be able to assign FT in the evening. Due to low enrollment, and assignment of FT faculty to fill load.

Lost grievance - Lab/Lecture split at RCC. Arbitrator found that if the college can split the course, then it becomes two courses, if you get one “piece” then you got your one course. Bargained after the fact, for the members that would be affected. Demonstrates the vastness of the non-delegable authority. What constitutes the assignment? Important to determine.

Is there a way to see which courses are DCE or DAY on campuses? That was part of the “obscuring” process. Clear 20 – 30 years ago. Must code it somehow, as the DCE tuition is retained by the college. Must ask for the assignment of courses. Indications that courses could be coded in Banner. DCE – Contract – Outside Entity – unit work, exempt from normal assignment process, make Chapter President aware. If HS teacher is being paid by the college, having some ‘off time’ to do this, but if it’s part of their workload – normally that would be a transfer of unit work! (Case where there was a special exemption from state ethics commission) Most HS/Early college courses are not considered a separate entity.

Request to have DCE and Day Grievance reports more than once per year.

4. b. Vice President’s report

No written report at this time. Brief oral report – follow up with detailed written report. Exec Committee made a motion relative to the budget:

Current tech support company Acuity shifting to subscription service – seemed pretty extreme, and over budget costing \$1000 per month. \$3000 to provide 24 hours of service, no time limit. – If used less than 24, will roll over.

Ex: email system was down, viruses, Wi-Fi no working. A whole range of issues- one challenge moving forward would be affording the current company as we move forward. We for a long time have relied on Phil Mahler to fix tech support (without compensation). Need a vendor, in close proximity to the office that can help to keep the office running.

Concerns: what if we use all of the hours up quickly? Would the \$1000 be unlimited time per

month? This is the recommendation from office staff and Phil Mahler. We entrusted the office staff to vet other options as well. Billable time is by quarter hour.

Is Nerds to Go unionized? Requires two meetings to pass. Is this a stop gap measure or ongoing?

Intention is for this to be the new company moving forward. We are not bound forever, can respect the recommendation of the office staff.

Suspend Rules for two presentations – so that we may vote on this motion today.

Motion: Boudreau; Second: DelMonaco

Cathy Boudreau called the question. Second by Ellen Pratt

MOTION: Take \$3000 from reserves to pay for an on-demand contract of 24 hours of technology support services from Nerds to Go of Worcester. Passed

SAC meeting did not occur – as Joe was in the hospital. Unable to take action on whether we should put right to strike language.

MTA holding roll out of Higher Ed for all Campaign December 1. Designing a plan to get members to the State house. Further movement should be generated by the MCCC Board. Is MTA voting on a Governmental Package? Yes, but not sure that it's in the legislature at this time.

SAC is holding a catch-up meeting to get to members who have not been able to attend.

Will anyone address the increase in hours that Retirees can work? Only a temporary suspension of limitations of hours due to covid related and ended on June 15, 2021. More information to come.

HELC – besides moving forward with Higher Education Plan, MTA is getting involved with the public sector unions so that we can work together getting changes to the Governor's parameters.

Asking for 6% per year for the next 6 years, get those to Governor Elect Healy before she creates a budget.

7. Lunch 12:35 – 1:05

8. Day Negotiations Update – Lisa Coole Day Bargaining Chair 1:00 – 1:30 time certain

- Last Bargaining Update is very detailed. Sent revisions via email to move the process forward. Focus on November 14 to move forward. Be very clear about our position on the Distance Ed agreement. Not that we are not willing to bargain, we are objecting to rushing to bargain at this time without all parties at the table. Addressed more concerns – evidenced based approach, not a knee-jerk reaction, our impression that management is looking to have “us” pay for our increases”. Cautioned them on reacting based COVID spikes. We know spending on Distance Ed exploded during COVID, that spike is now over. If it took us 9 months to agree on definitions, how are we expected to agree on the full Distance Ed agreement? Suggestion – commencing in the spring, we include DCE bargaining team in conversation/negotiations for Distance Ed. Asked Management to commit to discussing Faculty and Staff workload, rather than avoiding/ignoring this conversation. We were told that there were “academic reasons” for not discussing at this time. We again asked for evidenced based arguments, rather than loose philosophies. Hy Flex Definitions, Sabbatical and Faculty Office hours were presented. Status report offered in lieu of a package proposal, indicating all TAs in progress agreements, and what proposals are being countered. Shared with CAT team as well.
- Burn out issues, retention issues with employees. We will no longer be doing additional work with the expectation of no pay or delayed pay.
- Emailed all follow up to Management. The ball is in their court. They have no interest in an MOA that would guarantee/force conversations on Workload. No willingness to commit to committees. MOA around including DCE in Distance Ed

- Anti-Bullying/Non-Hostile – no appetite. MGMT Referred us to MGL and HR. We have asked MGMT to provide us for MGL to embed in the contract.
- Next meeting scheduled on November 29 with Management, November 28 additional Team Meeting to discuss any feedback.
- Questions about Faculty Evaluations – Lisa has created an FAQ on the new evaluation. Absent any more feedback, will send to Chapter presidents on Monday – asking to distribute.

Questions

- Your sense is that we will have an agreement? Possible that we could have an agreement on Nov. 29 – very close. Hoping that Joint Study can provide the nudge that we need. Nate McKinnon’s presence at the meeting may propel this forward.
- Need to fast track signs, buttons, etc. to be used for multiple actions. (More generic, useful for multiple types of events). Reallocate money for this BOD meeting that would have been used for food.
- Asking for Silent observers to be present to push the completion of the contract negotiations.
- Is Nate’s presence seen to have a positive effect for us? Or is he inserting himself as if he is working for the DHE? Clear to us, after several conversations with Presidents, that he was there to report back what is actually going on at Bargaining.
- Clear at bargaining session that MGMT has never done any work prior to meetings – most of it happens at Caucus. That mentality is why it’s taking so long.
- Timeline for ratification – not yet, until we get a TA. Once that happens discuss BOD meeting.

4. d Bret Seferian – MTA Consultant.

- MTA Section 6 not such a big deal 5 – 6 M over all colleges combined. Determinations of State funded. Helps colleges to keep a bit more \$\$ Baker vetoed this session. Also, information on Tuition waiver, state appropriated monies for tuition waivers. We can prevent DCE language from going into the law in section 26.
- Fair Share, December 1 @ 11 am at the State House – in-person event, move to ask Governor Healey to increase the parameters, Another event November 29 on Zoom. Please encourage people to attend on December 1.
- Trying to find DCE members who have seniority in multiple work areas and have not been offered in multiple areas.
- Heard different things about CAT teams and bargaining teams. No restrictions between Bargaining Team and CAT Team. Can coordinate. CAT doesn’t exist under the law.

Comments/Questions

- Tuition retention issue, and benefit of tuition retention is different, and more of a benefit to the larger schools. There needs to be “hold harmless” language in some way shape of form, for the smaller colleges, if there is an appetite for tuition retention.
- The way this was pushed would give the tuition to colleges, while still receiving their state appropriations – so all colleges would make out.
- Tuition waivers from the state – seniors, individuals with disabilities – very costly to individual colleges.

Language that state colleges are pushing are about collective bargaining waivers - specifically about

CBAAs.

- Survey for K12, to complete the survey in support of Higher Ed Campaign. K12 members are being encouraged to attend all member meeting to hear. Some of our members received this survey from MTA- red flag that they don't know who the K12 members are! Plan to draw K12 members into the parameters issue to help to educate. There is no such provision for K12.

Section 26 – then the language would cover DCE in a way that it wouldn't in the event of the merger of the units.

Funding – calling this the Parameters Campaign – Fair Share – Not Cherish Act 2.0.

- Increase to parameters across the board for all of Higher ed,
- An equity study to show how underpaid MCCC members/faculty.
- Issues about equity raised at HELC.
- Where does the Equity study come from? Comes from State Higher Ed Funding. MTA, and HELC have signed off on PAR (Participatory Action Research). Study will shed light on inequities in the Higher Ed system. No timeline at this time.

4.e HELC/MTA Board

Pretty much discussed everything else

4.f. NEA - no report

6. Approval of MCCC Nominations and Elections Timeline

Only one member left. Delayed in getting it to you due to lack of membership. If a notice goes out on Monday, we still fall within the parameters of our Bylaws and policies (10 weeks).

Discussion of dates

Vote – approved 14 yes

Email will go out Monday to notify the opening of Nominations.

9. Discussion of Work to Rule

Two chapters already on WTR. One other campus will consider an electronic vote for WTR if no movement will be made in negotiations. NECC 11/7, requested to bring a motion to BOD for statewide WTR. Bristol – WTR 11/14. Perhaps a statewide vote on WTR – with a trigger date, dependent on actions/events on 11/29 meeting with Management.

If there is a motion on the floor, it would be for the BOD to recommend for chapters to go on WTR.

Each Chapter would need to go on WTR. In the absence of a BOD support for WTR, what else?

Items? Press release locally? What else can we do? College Leadership has been supportive at NECC.

Connect with Don Williams for additional support.

Motion- (CROWE) BOD recommends statewide WTR if TA is not reached by 29th of November.

Amended motion: BOD Recommends Statewide WTR is TA is not reached by December 6.

Amendment not passed. Return to original motion.

Motion- BOD recommends statewide WTR if TA is not reached by 29th of November.

Claudine read the WTR guidelines. Motion passed. Unanimously

Notice will go out to chapter Presidents.

MOTION: MCCC Board moves to reallocate funds that were to be spent on the November Board meeting, to Contract Action materials. Motion has passed.

Motion- Barnes Second – Nardoni.

Recommending a Press Release

10. New Year's Cards

MOTION: Allocate funds to pay for New Year's Cards – motion passed

Motion: Putnam Second: Adams

Call the question Brian Falter, second Mark Linde

11. Bylaws and Policies Changes around the new Office Manager Treasurer position

Two read policy for Policies, review today, vote in January.

Seems straightforward – perhaps read on our own and bring questions to January meeting and vote.

12. Ad Hoc Committee to Recruit Part-time Members (Tynan)

MOTION: Given the substantial opportunity our contract proposals provide to increase membership among part-time professional staff, I move that we establish an ad hoc committee of at least three people to concentrate on organizing Part Time Professional staff members at all 15 community colleges. (Second: Boudreau). Passed.

MOTION: Extend to 4:30. Passed

13. Campus Roundup

Roxbury: Dean that has been accused of doing some things that were not considered appropriate. Vote of no Confidence against the Dean. Not a very friendly meetings with this Dean.

Springfield Tech: President is planning to move the Office of Disability Services from Student Affairs to Finance. Not a popular move on campus. Generally, within student affairs/academic affairs. No particular rationale.

Bunker Hill – MTA came to chapter RE Vision project on campus. Ran into a situation where the college suddenly started denying accrued sick time for PT professional staff. Grievances to be filed.

Massasoit: Division Dean was visiting a classroom. Anything about the telework policy changing? Submit Telework plan by a particular date. Designated space for every space that everyone can see, every course and every program. No allowance for FT faculty to use mini semester/accelerated courses as FT load.

Greenfield: An Appointed interim VP. made a bunch of very unpopular changes, eliminating programs. As of next fall = block scheduling without any conversation. Posted the position with a 3-week window. Initially solicited people's interest on a Friday afternoon with a Monday turnaround for response. Low morale. Faculty proposed DCE will be able to indicate courses that they can teach, and indicate which ones are preferable, in order of preference.

Rose - define Block Scheduling. Impact bargain the change in schedule/workload/duration of schedule. Not brought about by MACER, or some ad hoc committee through college governance to change the schedule.

Mass Bay: STEM division, attempts to make an end run with regards to the Distance Ed Agreement. Asked Faculty to commit to teaching a particular course before preferences were due, telling them there was no money to develop. Then assigned, but no attempt to set the member up with training, etc. Recommended for the Faculty to approach the training area since this member has never taught online. Violating Distance Ed agreement if they don't pay the member. The faculty member just wants to get paid under the Distance Ed agreement, for development of the materials to teach online. Advising workload - how many students for advisors - they have a caseload of around 250, but also walk-ins, so that may up it to 500 students per semester.

14. Governor's Veto

Any conversation as to how this may affect DCE especially with Section 26? (Cathy Boudreau)

- No information at this time.
- State College rep was not in any way thinking about or considering Section 26. Their legislation may have referenced all of the colleges.
- And continued questioning, knowing that Claudine has not answers, Bret has no answers.

- Who is tracking Community College interests when legislation is filed.

15. Announcements

- None

Adjourn at 4:41 pm

(time ran out, so we didn't adjourn to regular session, just full adjournment)

Respectfully submitted,
Joanna DelMonaco, Director/Chapter President Middlesex

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