



Bargaining Update

4/23/23

Hello MCCC Members:

This communique is intended to update members on matters raised in the 4/14/23 update (distributed via email) regarding the timeline for when we can expect to see our across the board raises, COVID bonus, and implementation of all other parts of the Tentative Agreement (TA) including the side Memoranda of Agreement (MOA's). *Note: All updates may be found here:* <https://mccc-union.org/>

Over this past week the Bargaining Team, along with Ex-Officio team members who are in leadership positions with the MCCC, have continued to reach out to Management, the DHE, and College Presidents to express concerns about the delay and the lack of communication from Management to direct the colleges to implement all non-state funded aspects of the contract using the March 2, 2023 ratification date.

After a frustrating period of receiving no direct response from the BHE, on the afternoon of Thursday, April 20, 2023, MCCC President Claudine Barnes received an email communication from James Vander Hooven, Chair of the Presidents Labor Council. Attached to this communication was a draft of a Memorandum of Agreement (MOA) addressed to myself as Chair of the Day Negotiations Team and, MCCC President Barnes and also representing Mike Murray, BHE/Director of Labor Relations.

The essence of this MOA is to guarantee that a preliminary list of items from the TA and some of the side-MOA's be implemented upon the execution of the MOA with the understanding that the MCCC agree to various restrictions as noted in the excerpt from the MOA below:

NOW, THEREFORE, the Board, the Colleges and the MCCC agree that the Colleges will proceed to implement certain nonmonetary provisions of the Collective Bargaining Agreement as identified in Attachment A upon execution of this agreement with certain items effective immediately, certain items effective following each College's spring semester 2023 final exams and certain items effective July 1, 2023.

The parties agree that in consideration of the actions outlined above the MCCC shall not file or process any charges, grievances, or actions of any kind. In addition, the MCCC agrees that there shall be no unlawful strike, work slowdown or stoppage at any Community College Campus while the Legislation to fund salary increases remains under consideration. The parties agree to continue to work together and/or separately to obtain legislative appropriation sufficient to fund the July 1, 2021 through June 30, 2023 contract for the MCCC DAY Contract agreement as soon as possible.

This MOA was immediately distributed to the Bargaining team and on the morning of Friday, April 21st myself and available team members attended the MCCC Executive Committee meeting to review and identify various question and concerns. We also presented this information later that day at the MCCC Board of Directors (BOD) meeting during which the **BOD passed a motion recommending that the Day Contract team reject the MOA proposed by management.** We discussed how this MOA not only comes across as blackmail but makes inaccurate assumptions about the implementation of the Tentative Agreement (TA). In our view, which is based not only on the language in the TA and side MOA's but also upon what was understood and discussed in our meetings with Management, the March 3rd ratification date should have been upheld for all aspects of the TA and MOA's with exception of the state-funded monies which we expect to be funded in the upcoming June supplemental budget.

This situation was also raised at the Delegate Assembly (DA) on Saturday 4/23/23 where MCCC President Claudine Barnes informed the delegates of this recent development. And immediately following the DA the Bargaining team met. However, before responding to Management we are awaiting legal opinions and gathering research with the help of our MTA reps. The focus of these inquiries is getting guidance as to if/how execution and implementation dates should be followed and if there is a distinction between the TA and side MOA's.

This scenario has never come up in prior contract negotiations, so we are also concerned about the motivation behind this MOA. There was no explanation offered in the email that contained the MOA and in our view the BHE and College Presidents are offering to do what they already should be doing based on the contract language. We are also put off by how broad the language in the MOA is regarding charges, grievances, and slowdowns. And it is our position that Work to Rule (WTR) is not a slowdown but rather abiding by the current contract. Period.

As we await the response from MTA legal, the Joint Study Committee will meet this Wednesday 4/26 where they will discuss this MOA further with Management/College Presidents that are part of this committee. And the Bargaining Team will meet on Thursday 4/27 to assess the team's response to the MOA.

Meanwhile, I want to be clear that there is no reason to believe that our salaries, Covid Bonuses, and other financials benefits of this contract will not be funded. It is a matter of when, not if. And we will not place our members in a position of being silenced and unable to pursue grievances during such time.

As we await critical information that will guide the team to a resolution on this matter, we thank you in advance for your patience as we face another display of disrespect and disregard for the sacrifices that we all have made to get the Community Colleges through one of the most difficult economic and social times in our union's history.

Stay tuned for an update on the status of the draft MOA.

In solidarity,

/s/ Lisa C. Coole

Lisa C. Coole

Chair, Day Negotiations Bargaining Team