

NEWSLETTER

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MCCC BIDS FAREWELL TO A LEADER



*Multis ille bonis flebilis occidit,
Nulli flebilior quam tibi.*

— Horace

On July 19, 1987, Raymond C. Lemieux, 58, MCCC Treasurer, higher education Health and Welfare Trust Fund Treasurer, STCC grievance officer, member of NEA Resolutions Committee, leader, and good friend to many died of a heart attack at Cape Cod Hospital. He left three children and his wife, Ann, a professor in the Music Department at STCC.

Born and raised in Taunton, Massachusetts, Ray received a bachelors and master's degree in education from Bridgewater State College and another mastets degree in economics from the University of Illinois. After teaching at Commerce High School in Springfield, he went to work at Springfield Technical Community College in the Economics Department.

In 1970 when Ray came to STCC, the winds of change were beginning to blow across the community college campuses He was one of the first to recognize the direction of change, and while those winds sometimes reached gale force, he was never uprooted. During the next 17 years, community colleges would expand, higher education would become organized, and Ray Lemieux would emerge as one of the best known and most respected leaders in the movement. He was so knowledgeable about the finances of the community colleges and of the state, that he worked on five negotiating teams As he took on more activities, statewide and national, he never lost his sense of responsibility to his fellow union members at STCC. He had none of the characteristics of a pettifogger he always saw larger vistas and was able to bring calmness to colleagues' anxieties by saying, "I'll take care of that for you."

Ray's friends and colleagues praised his dedication to his students, STCC, and the MCCC. Mary Donovan, STCC Treasurer, said, "He cared about people; he went out of his way to find out how they were doing and was always there when they needed help." Art Phinney, Director from Berkshire Community College and member of the MCCC Finance Committee for three years said, "Ray came to the meetings with 95 percent of all the work done; he was always prepared. It will take three or four people to fill his shoes." Win Piper, also from Berkshire and a former member of the Finance Committee, said he never heard Ray raise his voice. "He was always forthright. He was such an admirable and intelligent man who had a humanistic warm about him. He is irreplaceable."

Since 1982 when Ray became MCCC Treasurer, he worked with Jody Swarms, acting Membership Coordinator for MTA "Out of the almost 400 locals," Jody said, "Ray was the best Treasurer we ever had. He was always on top of everything, and very thorough. He trained his chapter treasurers' well, and the MCCC's work was always complete and done properly." Nancy Finkelstein, MTA President, said, "Ray was a gentle man. He was also committed, well-informed, and compassionate. He was an indefatigable worker, and he clearly loved his union work."

John Dunn, Executive Vice President and Dean of Academic Affairs at STCC, who worked closely with Ray over the years, noted that, "Ray was an extremely dedicated teacher who spent a great amount of time working with and helping students. In his relationship with administration, he showed great integrity and honesty, and he will be extraordinarily missed on this campus by his students, and the faculty, staff, and administration." Jim Rice, MCCC President, said, "Ray was a close friend whose spirit knew no limitations and who learned life's principles by living them." "We have a tough row to hoe," wrote Bill Gibbs, STCC Chapter President, "but we who survive shall endeavor to cultivate all that Ray has planted for us to reap."

We in the MCCC owe Ray a debt for shining a light into the dark corners of the financial complexities of the Commonwealth, and for his generous spirit in sharing his insight with those of us with less financial acumen. His unflagging energy in resolving problems on his capmus benefited unit members and administrators alike, as evidenced by the minimal grievances filed at STCC. And, for those who knew him well and worked closely with him over the years, a larger debt is owed — "a debt one owes to one's lost saints." His oft-repeated refrain at the Board of Directors' meetings, "If I can put on my treasure's hat for a moment," will linger in his absence.

Roseanne Bacon, MTA Vice President, in a note to Ernest Therrien, wrote, "I believe that losing a good and true friend is one of the most difficult of life's blows."

And so, it is with heavy hearts that we say goodbye to Ray.

**MCCC
VACANCY FOR
TREASURER**

Since the death of Ray Lemieux has created a vacancy in the MCCC Treasurer's position, the MCCC Constitution and Bylaws mandates replacement of the Treasurer to be elected by the Board of Directors. The position has been posted and applications will be accepted up to **September 15, 1987**, postmarked no later than 5 p.m. The term of office will be to June 30, 1988.

**CONTRACT
FUNDING
REQUEST**

Mike McSweeney, MCCC Legislative Agent has been informed that our cost request for our contract was scheduled to be transmitted to the Office of Employee Relations on August 31, 1987. After the OER checks and approves the request, it goes to the Budget Bureau of Administration and Finance where the appropriation request is drafted for the Governor's signature. It is then transmitted by the Governor's legislation office to the legislature. After the legislature resumes work around the third week of September, our bill should take approximately 30 days to go through each chamber. After approval by the legislature, the Governor has ten days to sign it. It usually takes up to 60 days from that point for money to appear in our checks. While Mike McSweeney attempting to get the Board of Regents to approve the payment of base rate increases immediately, there is no guarantee that the legislature would approve the expenditure of nonappropriated monies.

**SEX
EQUITY
SUIT**

A grievance filed by the MCCC on behalf of five female unit members at Berkshire Community College and subsequently expanded to a suit filed in U.S. District Court encompassing all fifteen community colleges is progressing. Betty Gittes, the attorney who handled the sex equity case for the women at Framingham State College, has been retained by the MTA to handle the MCCC case. A statistician has also been retained to analyze the data coming from the fifteen colleges. Three campuses are now complete. President Rice stated, "This study is long overdue and is much needed in our organization. I am in the processing of planning a statewide meeting of all plaintiffs and contact people involved in this suit in September to bring everyone up to date."

**ARBITRATOR
RULES ON
ACTING
ADMINISTRATIVE
POSITIONS**

On May 6, 1987, an arbitration hearing was held concerning the assumption of administrative positions by bargaining unit employees and their subsequent return to the bargaining unit, or sometimes known as the 11.04 provision.

This case arose when a unit member from **Massasoit Community College** accepted the position of Acting Division Chair, and upon his return to the unit the word "acting" had disappeared, and he had received a promotion and an increase in salary. Management argued that Section 11.04 is designed to secure seniority rights for unit members returning after having served in administration, that the Union cannot establish terms and conditions for those outside the unit, and that as a result of the President's administrative reorganization, the Trustees approved the division chair appointment and reappointment (without the acting). Prior to his return to the unit, the division chair asked for status clarification from the President, and a letter was sent stating that it was a "regular" division chair appointment.

The Association argued that Section 11.04 covers the way people regain unit status after accepting administrative or acting administrative positions, and the benefits apply to those who move from the unit to a nonunit position, and provides no "return options" for those who do not move from faculty to administration. If in fact the "acting" position was to be changed to a "regular" appointment, then the regular division chair position should have been posted. There was, however, no communication from the President to the division chair or the Association stating that it was no longer an acting position. The Association also argued that though the administration is responsible for keeping the Union informed about actions which affect the administration of the Agreement, administration is also responsible for informing "the Association about changes in the 'employment relationship' of administrative personnel who may still have some attachment to the faculty union." No copies of 'actions' were ever provided to the Association. If information had been provided, this case might have been 'resolved by sensible action of the parties'."

According to Arbitrator Nadworny, "the 'heart' of this case involves the 'meaning' and application of Section 11.04." The two subsections of 11.04 are rather straightforward, according to Nadworny, and if 11.04 ended at the semicolon, matters would be clear and there probably would be no issue. The section, however, does not end with the semicolon; "it encompasses the possibility that a bargaining unit member might accept an 'acting' administrative appointment and by doing so, the Section contemplates that different kinds of administrative appointments can exist."

The Arbitrator noted that the Association was correct in pointing out the confusions in the "acting" appointment documents while other documents identified him "above the 'acting' level." Regardless of these confusions, however, the status of this position was clearly resolved when the President wrote his memorandum to the Director of Personnel dated January 22, 1986, that the "acting" designation was 'discontinued upon the issuance of this contract.'" "And yet, some gnawing questions are generated by that situation," wrote Nadworny. If the status had been "changed in August, 1984, why was no document or communication prepared which directly and simply so stated?" Why did the division chair testify that he felt "compelled to ask for a 'clarification' of his status," . . . and why, if there was a 'reorganization'. . . "did the President write that his status changed with the 1985 -1986 contract? Once that 'clarification' was effected, why was the Association not notified?" After all, Nadworny said, the division chair still retained rights under 11.04 which was reason enough to keep the Association informed.

1. The situation which prevails at the time when the unit member leaves the bargaining unit is the one which prevails upon his or her return.

2. The Association should be kept informed about any changes in an acting administrative position.

3. Administrative evaluations cannot be substituted for unit evaluations.

It became clear that upon his return to the unit, the division chair was not acting,' and once outside the unit, administration can apply its own rules and procedures concerning evaluation and salary without regard to the unit Agreement. At a minimum, the change in status of the division chair's position should have been conveyed to the Association since the Association has a legitimate interest,

"The problem has arisen here because a faculty member had his initial administrative status changed subsequent to his leaving the bargaining unit to accept an 'acting' position. The College has argued that *it is the returning faculty member's status at the time of return* which controls how 11.04 is to be applied." After citing an example of how this logic may be flawed, the arbitrator suggests that a kind of "Russian roulette can materialize in the application of 11.04, and it is difficult to believe that this is the intent of the Section." "It is certainly reasonable to believe that the Parties to the Agreement meant what they wrote in 11.04, and they did not contemplate that unit members who left the unit for administrative positions would experience changes in their job status or they would have constructed different language in 11.04. . . . The College cannot bind the Association to acts which the College independently and unilaterally commits outside the confines of the Agreement, and require that the Association incorporate those decisions within the terms and scope of the Agreement. . . . The only reasonable interpretation of those words is that the *situation which prevails at the time when the unit member leaves the bargaining unit is the one which prevails upon his or her return.*

Management also argued that "'administrative evaluations' can be 'credited' for 'returning' faculty members. . . . That argument is misplaced. The evaluation procedures for bargaining unit members are extensively described," Nadworny wrote, "and it cannot be legitimately argued that whatever methods and systems apply to the evaluation of the work performance of administrators must be considered to be the equivalent of evaluations carried out in the bargaining unit. Such evaluations cannot be given any weight inside the confines of the Labor Agreement."

The arbitrator ruled that the returning administrator could not return as full professor with an increase of salary, but rather as Associate Professor at his proper step.

NOTA BENE

- A hearing on the petition for the part-time faculty organizational structure was scheduled for a hearing on August 24, 1987, and was cancelled right before the hearing. Once a hearing is scheduled and if the Commission rules for the MCCC, an election will be held similar to the one held last December for DCE.
- Once again, public relations grants are available through the MTA. These grants are for any public relations activities that highlight public education. The MTA will reimburse a chapter 50 percent of its expenditure for this approved activity. If you are interested in participating, you should contact your director or the MTA Communications Division for an application.
- The Colleges and Universities Committee will be sponsoring a statewide conference on issues concerning all of higher education in the Commonwealth of Massachusetts. The date has been set for November 13, 1987, at Framingham State College. More information will be forthcoming as the program is finalized.
- This year's legislative package is in the process of being assembled for the MTA and the MCCC. If anyone has any legislation he or she would like proposed, contact MCCC Legislative Agent, Mike McSweeney, Bunker Hill Community College, (617) 241-8600 Ext. 343 or Tim Fitzgerald, Governmental Services at MTA, 1-800-392-6175. **Deadline is September 9, 1987, at 5 p.m.** All you need is a good idea; they will draft the legislation!

**MCCC PUTS
DCE PROPOSAL
ON TABLE**

The MCCC has had three bargaining sessions with the Regents concerning the DCE (Division of Continuing Education) contract, and the MCCC proposed contract is on the table. Regents proposal has not been received as yet.

At the table for the MCCC are Ellen Suarez, MTA consultant, Jim Rice, MCCC President, Tom Parsons, MCCC Vice President, and Attorney Jack Carpenter, MTA Consultant. Karen Burns, MCCC Research Coordinator, Dennis Fitzgerald, MCCC Grievance Coordinator, and Mike McSweeney, MCCC Legislative Agent, participate as resource people. Management is represented by Carlton H. Laporte, Director of Employee Relations for the Regents and chief spokesperson. Other members include Mary Ellen Lyons and Sabrina VanStory, both from the Regents, Attorney Carolyn Young from Presidents' Council Office, Administrative Dean, Jan Motta, Bristol, Tom Holland, Dean of DCE, STCC, and Lawrence Reeves, Administrative Dean, No. Shore.

The MCCC has included as much language from the 1986-1989 contract that is appropriate in this contract. The initial salary proposal is based on a pro-rata salary from the 1986-1989 contract. Each DCE member would be paid based on the number of years he/she has taught in DCE and by a pro-rata payment calculated from the per credit average of the "day" school average salary. Increases reflect ten percent per year for each year on the contract, and increases are based on the years of service according to the following:

0 - 5	\$ 741 /credit	\$ 897/credit
6 - 10	\$1,246 /credit	\$1,505 /credit
10 years or more teaching in DCE	\$1,650 /credit	\$1,997 /credit

Other proposals include early notification of course offerings, preferred schedules, tentative schedules, and reappointment. Proposed evaluation language is for annual evaluations for members with less than five years experience, and once every three years for long-term unit members.

These are only initial proposals, and like the day contract, each article must be negotiated.

**1986-1989
CONTRACT
CORRECTIONS**

Each unit member should have received their 1986-1989 MCCC Contract. There are three corrections to be noted in the contract.

1. Please make a notation on the first page showing the members of both teams that **Sue Miller, from Cape Cod Community College**, was inadvertently left off the MCCC Negotiating Team list. Please add her name to your list
2. Article 12.03C2d **Office Hours** contains a reference to the now defunct Workload Panel. Office hours are grievable under the regular grievance procedure in Article X.
3. Article 14A.02 should read **Eligibility for Change of Rank**, not Eligibility for Promotion.

**KNOW
YOUR
CONTRACT**

Sept. 8	Faculty submit office hours
Sept. 11	*Faculty post office hours
Sept. 15	Faculty receive notice of accumulated sick leave
Sept. 18	*Course materials submitted by faculty
Sept. 27	Effective date of faculty promotions
Oct. 1	Dean notifies eligible tenure candidates
Oct. 1	President announces promotion opportunities
Oct. 9	*Division chairs release course material evaluations
Oct. 14	Unit members submit promotion application
Oct. 15	President gives notice of termination for 4th year or later unit members
Oct. 15	Chapter receives college payroll
Oct. 15	President releases vacant and filled positions to chapter
Oct. 15	Enrollment figures by program released to chapter
Oct. 15	Seniority list released
Oct. 20	*Course material evaluations rebuttal due from faculty
Oct. 27	Faculty submit preferred spring courses
Oct. 31	Notice to join sick leave bank submitted by unit members

*Dates may vary depending on first day of classes.

MCCC Newsletter

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The MCCC Newsletter 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. The material in this publication may be reprinted with the acknowledgement of its source. For further information on issues discussed in this publication, contact Catherine A. Boudreau, Massasoit Community College, Brockton, MA 02402.