

AMERICAN ARBITRATION ASSOCIATION

ARBITRATION AWARD

In the Matter Of:	:	Case No. 01-23-0003-1084
	:	
FEDERATION OF TECHNICAL COLLEGE	:	
TEACHERS, LOCAL 1942, AFT	:	
	:	
And	:	
	:	Hearing Date: December 21, 2023
CONNECTICUT BOARD OF REGENTS OF	:	
HIGHER EDUCATION	:	Date of Award: February 17, 2024
	:	

APPEARANCES: Sarah R. Skubas, Attorney at Law (For the Employer)
Eric W. Chester, Attorney at Law (For the Union)

I. STIPULATED ISSUE:

Did the Board of Regents for Higher Education violate its collective bargaining agreement with the Federation of Technical College Teachers, Local 1942, AFT or the Memorandum of Agreement (MOA) between the parties dated July 28, 2022 when it did not pay bargaining unit members Daupern, Pizone or Hall?

If so, what shall be the remedy pursuant to the collective bargaining agreement and the MOA?

II. PROCEDURAL BACKGROUND:

The Federation of Technical College Teachers, Local 1942, AFT (hereinafter referred to as the “Union”) filed a grievance asserting that the Connecticut Board of Regents of Higher Education (hereinafter referred to as the “Employer”) violated the

collective bargaining agreement (hereinafter referred to as the “CBA”) or the MOA. The Union claimed that the Employer failed to pay Professors Daupern, Pizone and Hall a stipend in accordance with the terms of the MOA.

On December 21, 2023, an arbitration hearing was held via ZOOM and both parties were provided an opportunity to present evidence, as well as provide testimony and cross-examine witnesses. Both parties filed Briefs by February 5 with the American Arbitration Association, as agreed. The Briefs were forwarded to the Arbitrator on that day and the hearing was declared closed.

The parties have complied with the grievance and arbitration provisions of the collective bargaining agreement.

III. PERTINENT LANGUAGE FROM THE MOA (U-2)

1. Full-time and Part-time faculty employed as of the date of this MOA, along with full-time and part-time faculty who are newly hired to teach during the 2022-23 academic year, will be compensated as follows upon completion of iTEACH Essentials Certificate composed of Best Practices of Online Pedagogy (BPOP) and the designated technical competencies (Badging) (hereafter referred to "iTEACH") or an approved exception as set forth in Paragraph 3 so long as all conditions set forth herein are met: . . .
2. The parties recognize that all full-time and part-time faculty on the date of this agreement along with full-time and part-time faculty who are newly hired to teach during the 2022- 2023 academic year must complete iTEACH or receive an approved exception as set forth in Paragraph 3 before August 1, 2023. However, a faculty member covered by this requirement shall not be permitted to teach online (asynchronous or synchronous) without having previously completed iTEACH or having received an approved exception as set forth in Paragraph 3.
3. Faculty may receive an exception by meeting **one** of the **four** criteria below by:
 - a. Completion of iTEACH Essentials Certificate composed of Best Practices of Online Pedagogy (BPOP) and the designated technical competencies (Badging) **OR**
 - b. Successful completion of the badging process within iTEACH through the Chief Academic Officer, or designee **OR**
 - c. Evidence of completion of another program comparable to iTEACH within the last 5 years **OR**
 - d. Review of a prior course(s) taught online and approval by the Chief Academic Officer or designee.

Additionally, the Chief Academic Officer or designee shall grant an exception to the iTEACH requirement at the request of faculty who do not teach online and have no reasonable expectation of teaching online, provided that they will be required to demonstrate proficiency with posting a syllabus, the on-line gradebook and the announcement feature within Blackboard. Faculty members receiving an exception under this subsection shall be ineligible to teach on-line courses.

These exceptions in paragraph 3 shall only apply to the training requirements included in this agreement.

IV. STATEMENT OF FACTS

As a result of the COVID-19 pandemic which began in earnest in March of 2020, many things were forced to change. For the State technical colleges one of those changes included the conversion of in-person classes to classes on-line. This forced many people to learn technologies and for teachers at the State technical colleges to learn new methods of teaching.

The Employer instituted mandatory training to aid the teachers and enhance the learning experience of students. Eventually, the parties negotiated a MOA which was designed to address the training offered by the Employer and the conditions under which teachers who complied with the terms of the MOA would receive additional compensation.

As outlined in the MOA, in order to qualify for the stipend, a professor must complete both the Best Practices of Online Pedagogy (BPOP) and the designated technical competencies (Badging). This two-step process is referred to as iTEACH. Alternatively, a professor could satisfy the requirements of the MOA by satisfying one of the alternatives outlined in paragraph 3 of the MOA.

Professor Daupern completed the Badging portion on January 11, 2023 (U-Ex. 4) and Professor Pizone completed the Badging portion on February 16, 2023. (U-Ex. 5). A form indicating that each of them passed the BPOP competencies was signed by Lois D. Amie. Ms. Amie was the Chief Academic Officer and Director of Technology at Norwalk Community College where both of them worked. Neither Professor Daupern nor Professor Pizone requested an exception under the provisions of paragraph 3 of the MOA.

However, each testified that they were informed by Ms. Amie that they met one of the exceptions and that confirming documentation was forwarded to the Dean of the College.

Professor Hall completed the BPOP course the Employer offered in the summer of 2022. He did not complete the Badging portion of the process and he did not request an exception. Professor Hall is teaching classes on line.

V. DISCUSSION

The Employer makes several arguments in support of its position that none of the three (3) professors are entitled to the stipend.

Professors Daupern and Pizone

1. While both completed the Badging requirement, neither completed the BPOP requirement as neither took the required course. Therefore, they did not satisfy the two-step requirements of iTEACH.

2. Neither asked for an exception to the two-step requirements of iTEACH.

3. Even if they had requested an exception to the two-step requirement of iTEACH and one had been granted, neither would be entitled to the stipend. The Employer interprets the MOA to provide that only those individuals who satisfy the requirements of the two-step process outlined in iTEACH are entitled to the stipend.

Professor Hall

1. Professor Hall completed the BPOP requirement by attending the required course. He did not complete the Badging requirement demonstrating that he was

knowledgeable in the requirements. Therefore, he did not satisfy the two-step requirements of iTEACH.

2. He did not ask for an exception to the two-step requirements of iTEACH and even if one had been granted, the Employer's position that he would not be entitled to a stipend.

3. As stated above, the Employer interprets the MOA to provide that only those individuals who satisfy the requirements of the two-step process outlined in iTEACH are entitled to the stipend.

In support of its position, Tamara O'Day-Stevens, Associate Vice President of Teaching and Learning testified on behalf of the Employer. Ms. O'Day-Stevens was first employed by the Employer in January of 2022 and testified that she is the Chief Academic Officer of the Employer. The MOA was negotiated in 2021-2022 and finally signed at the end of July, 2022. Ms. O'Day-Stevens testified that she was not involved in the negotiation of the MOA.

Ms. O'Day-Stevens further testified that she was responsible for the payment of the stipend under the MOA and the granting of exception requests. She stated that she was told by Benjamin Barnes, who was the then Vice President of Administration and CFO of the Employer that faculty had to do both parts of iTEACH to be entitled to the stipend. Ms. Ms. O'Day-Stevens stated that Mr. Barnes told her that a professor who satisfied one of the exception would not be entitled to the stipend

Marilyn Albrecht also testified on behalf of the Employer. She issued the Step 4 Response and was in Labor Relations at that time. The Step 4 response indicates that

individuals who received an exception are not eligible for the stipend, but does not state that any of Grievants were not granted an exception. (U – Ex. 3)

The Employer in its Brief makes well-crafted and strongly advocated arguments that the MOA is vague and ambiguous. The Arbitrator respectfully disagrees. While there are provisions of the MOA are inartfully crafted, the agreement is neither vague nor ambiguous.

Paragraph 1 of the MOA states certain faculty “will be compensated as follows upon completion of iTEACH Essentials Certificate composed of Best Practices of Online Pedagogy (BPOP) and the designated technical competencies (Badging) (hereafter referred to “iTEACH”) **or an approved exception as set forth in Paragraph 3 so long as all conditions set forth herein are met.** (emphasis added). (U – Ex. 2).

The MOA then lists the amount the stipend will be for various faculty that fall within the delineated paragraphs.

While Mr. Barnes informed Ms. O’Day-Stevens that faculty had to do both parts of iTEACH to be entitled to the stipend, the language of the MOA does not say that. Ms. Albrecht testified credibly that it was her understanding that the stipend was designed to compensate faculty for the time involved in taking the BPOP. While this may have been what the Employer believed and wanted, it is not what the MOA provides.

The question then becomes whether any of the individuals met the criteria to qualify for one of the exceptions contained in Paragraph 3 of the MOA.

As stated earlier, Professors Daupern and Pizone completed the Badging requirement and did not complete the BPOP requirement. Paragraph 3 provides that an exception may be granted by meeting one of the four listed criteria. Subparagraph b of Paragraph 3 provides that one of the exceptions is successful completion of the Badging process within iTEACH through the Chief Academic Officer, or designee.

The Employer argues in its Brief that Ms. O'Day-Stevens is the Chief Academic Officer and Ms. Amie is not. Further it is the position of the Employer that Ms. Amie is not the designee of Ms. O'Day-Stevens. Ms. O'Day-Stevens testified that Ms. Amie was an "ed tech lead". The Union avers that Ms. Amie is the Chief Academic Officer at Norwalk Community College. She is also the Director of Technology at Norwalk Community College. If Ms. Amie were merely an "ed tech lead" why would the Employer allow her to conduct and certify the successful completion of the Badging process.

The Badging process was designed to determine if a faculty member demonstrated core competencies to teach effectively online. Ms. Amie indicated on Union Exhibits 4 and 5 that both Professors Daupern and Pizone successfully "Completed Everything". While this statement was on the Badging competency form, it could reasonably be read that professors had done everything that was required of them in order to teach on line and be paid the stipend. It must be noted that nothing in either Paragraph 1 or 3 indicates that the Chief Academic Officer is the individual who must approve an exception.

Professor Hall completed the BPOP course but did not complete the Badging requirement. Completion of the BPOP course and not completing the Badging requirement is not one of the exceptions listed in Paragraph 3 of the MOA.

VI. DECISION:

Based upon the foregoing, Professors Daupern and Pizone qualify for the stipend and the Employer is directed to pay them in accordance with the MOA as soon as practicable. Professor Hall is not qualified for the stipend as he does not fall under one of the delineated exceptions. While it is troubling that Professor Hall is teaching online courses which the MOA prohibits, the Arbitrator is bound by the terms of the MOA.

Respectfully submitted,

Linda J. Yelmini (L.S.)

Linda J. Yelmini, Arbitrator
Attorney at Law