

AMERICAN ARBITRATION ASSOCIATION AWARD

***** CASE NO.: 01 21 0004 2764
In the Matter of *
* AWARD DATE: September 19, 2022
Federation of Technical College Teachers *
Local 19 * HEARING DATE: June 8, 2022
*
and *
* HEARING LOCATION: Virtual Hearing
Board of Regents of Higher Education *

OPINION AND AWARD

REPRESENTATIVES OF THE PARTIES

For the Board: John P. Shea, Esq.
For the Federation: Eric W. Chester, Esq.

THE ISSUES

1. Was the grievance timely filed and is it therefore arbitrable?
2. If the grievance is arbitrable, did the Board of Regents (Capital Community College) violate Article 8.3.9 of the Collective Bargaining Agreement when it failed to compensate the grievant for contributing to the teaching of course NUR226 at Capital Community College during the spring of 2021 semester?

If so, what shall the remedy be?

THE AGREEMENT

ARTICLE III - DEFINITIONS

FULL-TIME TEACHING FACULTY MEMBER

A. For a teaching Faculty Member on regular appointment: an individual who is obligated by the terms of his/her appointment to teach 24 contract/credit hours and perform teaching-related and additional responsibilities each academic year.

B. For a teaching Faculty Member on special appointment: an individual who is hired to teach 12 contract/credit hours and perform teaching-related and additional responsibilities in one semester.

ARTICLE XIV – GRIEVANCE PROCEDURE

14.7 THE GRIEVANCE PROCEDURE

14.7.1 Step 1. Informal Procedure

a. Any grievant who feels that there is a grievance shall first discuss the problem with his/her supervising Dean or with whomever the Employer has designated.

b. Said grievant shall request such discussion with said supervising Dean, or Designee, not later than twenty-one (21) work days after said grievant or Faculty member knew, or should have known, or should reasonably have been expected to have learned of the act or condition on which the grievance was based.

14.7.2 – STEP 2 – FORMAL PROCEDURE

a. No grievance shall be filed under this Section without first having gone through the informal procedure in 14.7.1 above.

b. If the grievance is not resolved at Step 1 within ten (10) work days after the Step 1 discussion, said grievant may submit such grievance in writing to the appropriate Dean not later than twenty (20) working days after said Step 1 discussion.

c. Said appropriate Dean shall submit his/her disposition of such grievance to the grievant and to the Federation within ten (10) working days following receipt by said Dean of such written grievance.

d. Such disposition by said Dean shall be in writing and shall state the reasons and rationale for any denial of such grievance.

ARTICLE VIII. PROFESSIONAL WORKING CONDITIONS

8.1 WORK YEAR

8.3 ANNUAL WORKLOAD

8.3.1 Teaching Faculty

During each academic year, full-time teaching faculty shall:

8.3.1.1 Teach twenty-four contact/credit hours and perform related duties as provided in Section 8.3.5. below.

8.3.5 Teaching and Related Duties

(a) within the workload limitations of Section 8.3.1. of this Article, perform such other duties as the president may assign, provided that such duties shall be consistent with the mission of the college;

(b) serve on college and division/department committees, if chosen;

(c) attend and participate in commencement ceremonies, unless excused by the President, wearing academic garb when required;

(d) attend and participate in college convocations, conferences, and meetings, and divisional/departmental meetings during the work year;

(e) prepare and teach college-approved courses in accordance with approved course descriptions and class schedules, including developing syllabi and reading lists and keeping each course taught complete and up to date;

(f) respond to and work with multiple constituencies, including students, peers (faculty and staff), and external agencies (business, community, educational, etc.);

(g) possess strong information literacy skills, including the ability to word process and to use spreadsheets, presentation ware, e-mail, CD-ROM, compressed video, the Internet, the World Wide Web, and other distance communication modalities; demonstrate the ability to evaluate, synthesize, and make decisions from data. (see side letter Re: Computer Literacy);

(h) perform divisional or departmental responsibilities in the selection of texts and related teaching resources;

(i) maintain a minimum of three (3) regularly scheduled office hours per week, scheduled in time blocks of no less than one-half hour periods, or an equivalent assignment designated by the employer, for the purpose of student-faculty contact as it relates to classroom instruction;

(j) engage in academic and career-oriented advising of students;

(k) maintain contact with one's academic discipline(s) or areas of assigned responsibility, the development of knowledge in one's field of specialization, and the teaching/learning process; in connection with career-oriented programs, this also involves working with program advisory committees;

(l) maintain accurate student records;

(m) distribute to students during the first week of classes, subject to subsequent modification, with copies to the supervising dean, a course outline or overview, information as to course objectives, topics and assigned timeframes, reading and attendance requirements, and an indication of evaluative and grading mechanisms to be utilized;

(n) attend system-wide convocations, conferences and meetings during the work year;

(o) prepare routine reports such as veterans' attendance records or academic deficiency reports;

(p) during the second week of classes, submit to the supervising dean a schedule confirming the number, hours and location of each assigned course together with the location and time of office hours and other regularly scheduled professional responsibilities.

8.3.6. Additional Responsibilities/Teaching

8.3.6.1 The additional responsibilities as specified in Section 8.3.1. may include, but shall not be limited to the following, and shall be for the purpose of fulfilling the mission, goals, and priorities of the college and the System as determined by the employer:

- (a) preparation of special reports such as accreditation reports;
- (b) participation in special college projects, surveys,
- (c) development of new instructional techniques, course offerings or programs, or major revisions of courses or programs;
- (d) participation in community service activities designed to further the mission of the college;
- (e) participation in career-development and related advising activities or special retention programs (in addition to academic and career- oriented advising required of all faculty as provided in Section 8.3.5.1., above);
- (f) serving on system-side committees;
- (g) advising student organizations and activities;
- (h) peer evaluations requested by the college administration; the evaluation of part-time faculty; retention counseling; the recruitment of students;
- (i) providing assistance in student registration and add/drop procedures;
- (j) working with statewide and/or regional business groups and trade associations and/or employers to ascertain what educational programs and offerings they would like the college to provide to their current and/or future employees; as approved by the college, developing traditional and/or non-traditional courses, programs and offerings to meet the identified needs of such groups, associations and/or employers;
- (k) working with high school and/or adult education administrators, teachers and other professionals (e.g. counselors), and student to ascertain the needs of high school and G.E.D. graduates which, if met by the college, would induce them to attend the college and/or would facilitate their success at the college; as approved by the college, developing traditional and/or non-traditional courses, programs and offerings to meet the identified needs of such graduates;
- (l) working with community agencies and similar organizations (traditional and non-traditional) to ascertain the needs of the individuals they serve which, if met by the college, would induce those individuals to attend the college and/or would facilitate their success at the college; as approved by the college, developing traditional and/or non-traditional courses, programs and offerings to meet the identified needs of such individuals;
- (m) developing professional development activities consistent with an approved departmental, divisional or college professional development plan;
- (n) within the limitations of the Article, such other administrative or supervisory or teaching-related assignments as are consistent with the mission and goals of the college, including but not limited to:

(1) additional office hours;

(2) supervising adjunct or independent study, provided it is not asserted that such supervision is part of the teaching obligation of 24 credit hours;

(3) review of patient charts in preparation for clinical instruction.

(o) significant leadership on a major committee or a significant time commitment resulting from membership on a committee.

8.3.9. Pay for Additional Teaching

Whenever a teaching Faculty Member voluntarily bids on and is selected to teach a course or courses above the workload he/she is obligated to teach by the terms of his/her appointment, he/she shall be paid in accordance with the part-time lecturer rate. See Schedule D.

FACTS

The parties have entered into a Collective Bargaining Agreement (CBA) concerning the period from 2016 until 2021. The Board of Regents oversees and governs Connecticut's twelve community colleges.

On or before January 22, 2021, the Federation submitted a grievance claiming that the Board violated the CBA by failing to pay faculty teaching a course entitled NUR226 consistent with how faculty at other community colleges are paid. This is a required course for all nursing students seeking RN licensing.

The grievant, Tara Ferrauolo, has been teaching nursing at Capital Community College (CCC) since 2015 and has taught several nursing courses since that time. She testified that prior to a recent modification of the nursing curriculum, she taught Pharmacology 204. She taught this course with a colleague. The two developed the course together by creating the content, developing the shell of the course used by the College and delivered the instruction together. Both her and her colleague were paid one full credit for the work performed associated with the development and teaching of this one credit course.

Professors Ferrauolo and Meghan Dibble along with five other faculty members were assigned to team teach NUR 226 for the Spring 2021 semester. It is a one credit course that is offered at CCC as well as at every other college offering the nursing program. Despite it being an essential element of the common nursing curriculum, it is compensated differently among the six colleges. As discussed more fully below, CCC pays its faculty much differently and less than their colleagues who teach NUR 226 at other colleges.

On or about November 2, 2020, the Co-Course Leaders for NUR 225 and NUR 226 met with the faculty, including the grievant, to discuss the allocation of hours for the team teaching both such courses for the Spring 2021 semester. The grievant was aware at that time that NUR 226 would be team taught. She had team taught courses in the past and had only been provided a pro rata proportion of the total instructional/lecture credit based upon her hours spent instructing.

At Gateway Community College, NUR 226 was team taught by two professors who developed and taught the course together. Each was compensated with one credit toward workload

At Naugatuck Valley Community College, NUR 226 is team taught by two professors and each receives one credit in compensation.

At Norwalk Community College, NUR 226 is team taught by three professors and each receives .5 credit of workload.

At Three Rivers Community College, NUR 226 is taught by two professors and each are compensated .5 of a credit.

The normal workload for full-time faculty members is 24 credit hours per year or 30 credit hours, if the faculty member is, as grievant was, hired as full-time after July 1, 2017; and, therefore, not assigned additional responsibilities. A single credit hour for workload purposes is the equivalent to 15 lecture/instructional hours per semester. Work performed in excess of the normal workload of 24 or 30 credits per year is considered overload and is paid in accordance with Section 8.9.3 of the American Federation of Teachers CBA.

The grievant filed her grievance challenging the allocation of pro rata credit for NUR 226 on January 8, 2021.

THE POSITIONS OF THE PARTIES

The Federation's position is that the grievant submitted her grievance well within the twenty-one workdays from the date she became aware of the contract violation. That she did not become aware of the violation until early January 2021. This was after the conclusion of the Fall 2020 semester, but before the beginning of the Spring semester. Thus, the first workday from the date the grievant knew or should have known of the contract violation had not yet occurred. That date would have been the day after Martin Luther King day or January 19, 2021.

The Board submits that when the co-course leaders for NUR 225 and NUR 226 on or about November 2, 2020 met with faculty, including the grievant to discuss the allocation of hours for team teaching both courses, the grievant became aware that the courses would be team taught and that as in the past, participants would only receive a pro rata proportion of the total instructional/lecture credit based upon her hours spent instructing.

OPINION

After a thorough review of all the evidence and testimony offered by the parties, it is the opinion of this Arbitrator that the Union has not presented sufficient evidence to satisfy the threshold question of arbitrability.

The grievant was present and took part in the discussion relative to the team teaching of NUR 226 in November of 2020. She had previously team taught other courses and was familiar with the proration of credit.

Section 14.7 is very restrictive and covers a situation where a grievant knew or should have known about the proration of credits and the grievant should have questioned what the payment was going to be for participation in the planning and teaching of the course within the required number of days from the date of the November 2020 meeting.

AWARD

The grievance was not timely filed and is, therefore, not arbitrable.

A handwritten signature in blue ink, appearing to read "Louis P. Pittocco", is written over a horizontal line.

Louis P. Pittocco, Arbitrator