

## **REPORT OF MINUTES**

### **BOARD OF TRUSTEES SPECIAL MEETING**

**BAY de NOC COMMUNITY COLLEGE  
Catherine Bonifas Board Room (201D)  
Escanaba, MI**

**June 20, 2016**

The meeting was called to order at 4:59 p.m. ET by Board Chair, Philip Strom.

Roll call was taken by Assistant Board Secretary, Laura Johnson.

Members Present: Joy Hopkins, Bill Lake, Tom England, Tom Butch,  
Philip Strom

Members Absent: Eric Lundin, Jim Hermans

Administration: Matt Barron, Laura Coleman, Bridget DeGroot,  
Mark Kinney, Jeanette Stebelton

Faculty: Molly Campbell, Caitlin Capodilupo, Sandra Croasdell,  
Brent Madalinski, Bill Milligan

Recorder: Laura Johnson, Assistant Board Secretary

Philip Strom stated the meeting was called to hear from the Full Time Faculty Association and Administration concerning the grievance filed by the Full Time Faculty Association on behalf of several full time nursing faculty members.

Bill Milligan, President of the Full Time Faculty Association, stated the grievance was filed in late March in response to Administration's denial of stipends for lead instructors carrying out duties of occupational program leaders within the Nursing Program for the 2016-17 academic year. The Association requested the Board approve the grievance and work to clarify Section 0101 Subsection G in the Master Agreement.

Sandra Croasdell, Allied Health Division Representative, added the deadline for Administration to respond per the Master Agreement was missed which is also a concern.

Bill Milligan clarified the grievance could be resolved by acknowledging past practice has occurred and precedent set when the instructors were paid the stipends for fall 2015. The Association can show the instructors are doing the work outlined in the Master Agreement and would like to move forward by working out the grievance.

Philip Strom and Sandra Croasdell discussed that the Master Agreement does not provide direction if a deadline is missed.

Caitlin Capodilupo provided a chart of nursing division duties that cover the different areas of nursing.

Sandra Croasdell addressed the duties and responsibilities of occupational program leaders outlined in the eight categories under Section 0101 Subsection G.

Molly Campbell shared her viewpoint as having attended every negotiation meeting and been part of developing the Master Agreement. She stated the emphasis should be on “occupational programs” under Section 0101 Subsection G because everyone knows who the occupational faculty are and “lead instructor” language should be used throughout the College. During the last negotiation, the word “all” was removed because there may be faculty who were not carrying out all responsibilities outlined. The nursing division has a lump sum allocated for faculty carrying out these program leader responsibilities as lead instructors. Instructors who do not want the responsibilities do not have to do the work. However, if they are all doing the work, they should be paid. Historical past practice remains.

Sandra Croasdell added a lot of the duties the nursing lead instructors do are in the nursing handbook and required to maintain accreditation as outlined in Item 8 of Subsection G.

Bill Milligan stated Dr. Coleman volunteered nursing instructors would receive the stipend at a nursing division last fall. Past practice has been to pay the stipend to them in past years and the Association expects it should go forward for the last year of the contract. Every full time member of the division is receiving it.

Sandra Croasdell suggested it is best to keep the nursing lead instructors at the Escanaba campus because some oversights can occur at the west campus. The Association is asking the stipend be paid to six of the eight full time nursing lead instructors next year because the two new hires will not have the knowledge or opinion to help with a lot of the responsibilities.

Brent Madalinski responded to a question from Bill Lake that lead instructors are assigned in the fall of each year at the beginning of the semester.

Bill Milligan stated these instructors are doing the work assigned and have been doing work for the upcoming 2016-17 academic year with the expectation they will get paid afterward for the work.

Tom Butch asked what distinguishes nursing instructors from other areas with multiple instructors. Does the College have to pay everyone even if the Deans don't think it's necessary? It would be hypocritical for someone to come in and ask for pay if they haven't been a lead instructor. If someone is doing those items outlined in the Master Agreement and it is easily identifiable they should be paid.

Brent Madalinski explained the initial language of the Master Agreement stated the Administration would assign program leads. Administration paid all 22 occupational instructors; the eight nursing instructors are included in that 22. Last year during negotiations, Administration wanted to take the word “all” out and the negotiation team

agreed to that. Mark Kinney, Dean of Business, Technology, and Workforce Development, approached the Business Division about which full time faculty member should assume the duties of program leader and receive the pay instead of "all" three full time faculty members in the division. The division was ok with how this was handled. The nursing division is different because their roles are much more labor intensive and not all faculty roles are created equal. The Master Agreement language states it is Administration that makes the appointments.

Occupational Program Instructor is defined in the Master Agreement. Lead Instructor is not defined in the Master Agreement. The College has lead instructors but they are not formally identified.

Philip Strom requested statements from Administration.

President Coleman stated the grievance should be denied because it is unripe, the interpretation offered by the Association regarding the specific language of the Master Agreement is not correct, the interpretation offered by the Association seeks to interfere with the College's right to manage the affairs of the College, and it did not seek to address an actual, but a prospective, injury to an employee.

The nursing lead instructors were paid this year understanding that Jeanette Stebelton was a new dean and needed time in that role before she could assign the program leader position.

Section 0019 of the Master Agreement reserves to the Administration the right to direct the work force and operations of the College. Interpreting Section 0101 offered by the Association would nullify or render meaningless the language of Section 0019. Section 0101 provides that Administration has the right to decide who program leaders will be. Section 0019 and Section 0101 must be read together.

Mark Kinney stated he was part of the Administration Negotiating Team and his recollection was that all occupational faculty were receiving the stipend and it would make it clearer if Administration had the right to assign the duties of the program leader. Removing the word "all" made it clear that Administration would assign these duties. In division areas where a single full time faculty member exists, they receive it. There are several areas in his division with multiple full time faculty and he discussed the issue with each division chair to have that division designate one individual to take on that responsibility. He accepted their recommendation for their area. If he felt that individual was not suited to the responsibility, he would have had to override the decision. It is his right and responsibility as dean to make those appointments.

Bridget DeGroot, Director of HR, stated from her recollection of the negotiation meetings it is her understanding it is the Deans' responsibility to make the appointment of program leader. The language intended that not everyone would receive the stipend.

A meeting on February 12, 2016, was held to discuss whether the new welding instructor should receive the stipend and discussed that the full time faculty members in the nursing division were receiving the stipend only because Jeanette was new as their dean and that would likely change for the fall. The welding instructor was not paid the stipend and there was no grievance filed.

Jeanette Stebelton, Dean of Allied Health, stated she asked for time before she had to appoint a program leader because she needed to see who had responsibility for what and the level of faculty ownership and accountability. There is a huge difference among those eight instructors. She met with her faculty about creating a grid to show how their responsibilities differed from other divisions because they felt uncomfortable creating it individually. She presented the grid she developed at a third meeting showing their responsibilities and duties. She assigned one person for each area where they have accountability and responsibility. It takes their division a long time to meet because they are only on campus on Mondays for meetings. She would like to assign three program leaders to work with the Division Chair and herself as the Dean: one for ADN, one for EMT/Paramedic, and one for PN. Their department is held accountable for accreditation and preparing for site visits every seven years.

Tom England verified there has never been one person assigned as the lead instructor. Sandra Croasdell responded the contract was violated because the program leader description includes nursing. Administration states the occupational program leader differs from a lead instructor. The Master Agreement states the program leaders can be determined by the Dean.

Bill Lake left the meeting at 6 p.m.

Sandra Croasdell commented the grievance is not about the money. The \$700 doesn't pay for the amount of work done, but it is the principal and recognition piece about the rights and duties of the responsibilities in their areas.

Tom Butch left the meeting at 6:09 p.m.

Brent Madalinski left the meeting at 6:10 p.m.

Philip Strom called a five minute recess at 6:11 p.m. until Tom Butch could return to the meeting to restore the quorum.

The meeting resumed at 6:15 p.m.

Guests voluntarily left the meeting at 6:19 p.m. to allow trustees to discuss their response to the grievance. The meeting remained open.

Trustees discussed a response to the grievance.

Jeanette Stebelton entered the meeting at 6:44 p.m. Discussion was held with Jeanette.

All guests entered the meeting at 6:47 p.m.

Philip Strom stated Tom Butch, because of his experience, would read what the Board considered an offer to settle the grievance. He asked that the Association consider the proposed settlement which could be provided formally if so desired and to take the time needed to do so.

Tom Butch stated:

*“First of all, in essence we (the Board) would not rule on the merits of the grievance (awarded or denied) but go to the remedy requested to pay the six people \$700 for next year. Under that situation, the paying of the money and the fact that we are not granting a decision on the grievance would not be considered past practice or precedent. The one thing we don’t want is all of a sudden a flood of grievances from other people. Decisions made for this year are made for the second year of the contract. We also want to make clear we don’t regard this as a diminution of denial of administrative prerogative or administrative rights set right in the contract.”*

Joy Hopkins stated:

*“We absolutely see what Jeanette Stebelton is trying to do by assigning roles in three separate buckets. By doing that it puts accountability for each program on each lead for getting work done for accreditation and gives specific accountability for the future which might take a bit to get there – this is a transition year.”*

Tom Butch stated:

*“The grievance would be withdrawn. The contract language will be addressed during upcoming negotiations.”*

Dr. Coleman and Jeanette Stebelton indicated that offer was favorable to them.

Discussion was held to clarify the grievance would be withdrawn and the stipend would be paid to six, not eight faculty members.

Faculty members left the meeting at 6:55 p.m. to discuss the offer and returned at 7:01 p.m.

Bill Milligan announced the Association would accept the settlement with clarification he will do his best to dissuade additional grievances; however, he does not have the legal ability to deny someone the ability to grieve.

Trustees agreed with the clarification. Bill Milligan stated he would sign the formal agreement when received by the Association.

Philip Strom asked for formal agreement that the grievance is withdrawn and as a result there are no time requirements pending. Tom Butch will draft the formal settlement and forward it to the College attorney for final review soon.

Bill Milligan agreed the grievance is withdrawn as reflected in the meeting minutes.

Bill Milligan thanked trustees for their time.

It was motioned by Tom Butch and seconded by Joy Hopkins to:

**“Approve the settlement as outlined and present it to the Full Time Faculty Association as verbally accepted.”**

**Roll Call:**

**Ayes:** Joy Hopkins, Tom Butch, Tom England, Philip Strom

**Nays:** None

**Abstentions:** None

No further discussion. Motion carried unanimously.

There being no further business, it was moved by Tom England and seconded by Joy Hopkins to:

**“Adjourn the meeting.”** No discussion. Motion carried unanimously. The meeting adjourned at 7:05 p.m. ET.

Board of Trustees  
Special Board Meeting  
June 20, 2016  
Page 7

---

	6/21/16	
Laura L. Johnson Assistant Board Secretary	Completion Date	Approval Date

---

Philip L. Strom Board Chair		Approval Date
--------------------------------	--	---------------