

Bargaining Session 13 – 1:25 PM
6/10/09

Administration in Attendance: Darla Ferguson (alternate), Dr. Drake, Jim Ross, Chief negotiator: Mark Levitt

Faculty in attendance: Holly Kahler, Kerry Markey, Laura Earle, Lynn Spencer, Chief Negotiator Michael Moats, Judi Schatte (alternate)

Article 7 – Management rights

Article 18 – we are going to hold off on the TA in case anything else needs to go in there. Michael – Article 18.1 – college calendar should be a function of all that work at the college

Mark – President has final say. Would not include staff on the committee. Don't define the committee as in 1,2 3, 4, 5 (not necessary). Leave as is except suggest #5 comes out which is staggered terms.

10.2 – College agrees to sponsor courses and/or seminars that may earn college or institution credit.

10.3A – activities must be done at the professional level and should be within a cycle.

10.4 – pre-employment orientation not to exceed 2 days. Delete 120 hours from faculty development.

Delete 10.1 and 10.2

Add 10.1 – Tenure – Promotion Committee shall develop a new faculty professional development program based on the current mentoring program for use beginning Fall 2010.

10.2 – shall incorporate new faculty mentoring program.

Article 9 –

9.1 disciplinary tool OK.

9.5B appeal OK, no arbitration. Burden of proof on administration.

Michael – can't prove a negative. How does a person prove they haven't done what is stated as fact in an evaluation?

Mark – burden on the complaining party to prove.

Michael – if administrator knows they have to save evidence, then nothing they can't prove will show up on an evaluation.

9.3 – Program managers/Program Coordinators/Program Director – may be specified by accrediting body.

Article 10

10.3a2 – faculty must complete 10 hours of professional development (delete)

10.4 – item 1a-d – non-tenured faculty development, drop 90 hours, instead incorporate mentoring program (tweaking it to make it agree with the contract – by committee for reforms), delegate authority to the tenure committee and use mentoring handbook as a basis for stipulation that UFF agrees on final product.

From 3:10 PM

Article – workweek definition – if 4 day workweek is unable to be maintained, we would like for there to be flexibility for the administration to change the workweek if necessary. Librarians work on a 35 hour workweek. They are locked in the library, so we have included a 30 minute work break. Contract length days, vs. term. We are defining the academic year as 16 weeks, with in-service days in the semester (5 – 2 each term and 1 day whenever). Plus graduation ceremony. 158 days comes from days per week over 32 weeks plus the holidays. There are 76-77 class days per term to meet the statutory credits.

Mark – 16 weeks is 80 then take out the holidays, 160 plus 6 days = 166 days, take out holidays 158.

Michael – contract currently states 178 days, a few of which are not being utilized properly. Many of those things may be done at home in extra time at any hour.

Mark – we are currently doing 178 days, but we want to reduce by 28 days.

Michael – the work is still being completed, just on their own time and you don't have to be sitting in the office doing it. Point system is easier based on statutory language – 1 credit hour of lecture = 10 points per credit hour. For an English teacher or math teacher only doing lecture 2 classes per week, workload is defined. The problem is any laboratory, clinical, workshop, studio classes, this gets muddy. Work time is different from lecture. Points become the common denominator here. Value of the points can be whatever you would like. 10 points per lecture hour, 15 credits, 150 points. Combination lecture, lab and clinical look at how many hours are lab, how many lecture, get paid by point value. If points are weird numbers that are fractional, say 144 points, you are deemed to have met your load. In some courses (PSAV), you should do the yearly total (300 points for year) instead of per semester. If you paid by the hour or day, that is no longer salary. Points remove the hour requirement. On pages 13 and 14, we defined 9 types of courses and assigned point values. In current contract there was a lot of contention about laboratory hours. Old statutory language says that 1 credit of lab is 2 hours (1 credit of lab is 30 hours). We need to pay faculty by the hours that they have in contact with the student, not the hours that they are getting credit for. Right now, labs are 1.5 hours per laboratory. This means they are teaching 1/2 hour for free although they are with the students for longer.

Mark – so this is going to be more expensive.

Jim Ross – rather than discussing the merits of these proposals, which ones do we need to look at in depth now rather than try to look into all aspects of Article 8 before the Fall.

Michael – with the Article 8.2-5 and 8.9-10 are the most important issues. Length of contract, point system, etc. are all very important for Fall. Program manager issues could be dealt with a later date, release time, adjunct teaching in the summer, administrative faculty tenure, may all wait a little while. Most of the rest is concepts that already exist (grading system, classroom observation, etc. can also wait). 8.3 – how many different length contracts exist?

Darla – 4 are current.

Michael – we are proposing 3 types of contracts: 158 days – basic contract, extended year contract (would be per program) – 158 days base salary prorated over the additional days (same office hours, etc, committees), 12 month contract – for administrative functions instead of teaching for 1 year, not tied to Fall Spring, they are on the administrative calendar (158 days, prorated to however long they are needed). SACS, QC programs etc. that are task oriented. Not an administrator, faculty that are doing administrative things.

Mark – would that mean that they are earning more money than they are currently earning?

Michael – not necessarily – some people are currently on a contract too long for the need.

Mark – we need to figure out whether it will be cost neutral or increase in costs.

Michael – Program managers will cost more money. PC III is doing the exact same work as a department chair (2 release times, \$10,000), PC III currently get no release and \$3500-4500 for the same work. DC is on AA side handling several disciplines, PCIII is dealing with one program. DC also have an administrative asst. We are proposing 1 release time and an increase in stipend.

Mark – Article 7

Michael – are we ready to sign and TA? He said he's OK to deleting section 2. Articles 9, 10 and 18 we have signed today and we can sign 7 and 5 (release time was pending, but we have finished that).

Mark – hold 5 and we will do 7.

Michael – we had signed 5 with the understanding that we would be able to figure out the rest.

Mark – it's pretty obvious that you need to cost all of this stuff prior to signing.

Michael – what we have coming to you for next week is Article 12 - Leave, 13 – Benefits and 14 – Economics. Making a spreadsheet of the current contract to identify where things stand and what still must be done. Also will contain where language came from and where it ended up in the contract. If there is anything left, that will go to the Appendix and Article 18. Darla sent information that has also been incorporated and we have taken out everything that is not referring to full time faculty, and things that have not been covered. Current policy and making it jive with current language.

Administrative leave can only be for 1 year, we would propose to be able to continue administrative leave for up to 4 years without loss of tenure. We want it in the contract, not the policy. Administration may look at the policy and it is contradicting the contract. We are trying to prevent that. We are trying to set up the contract as a rule book for both the administration and the faculty. Economics should be simple and straightforward, but should keep everything the same for the supplemental pay.

Mark – don't ask for across the board wage increases. We don't have to identify every permutation.

Michael – those things are all potentially remaining the same (overloads and adjunct pay, coach's supplements, club supplements, etc.).

Holly – what if there is a new position that needs to be added to the roster of supplements?

Michael – send it to me. We could conceivably be finished by next week.

Mark – what I don't know is if they are willing to concede the point values, etc. the latter part of 8 should be fine. The opening sections are where there might be problems.

Judi – right now we have a precedent. Faculty went to Dean but wanted to go back to faculty after 3 years on administration. The union has no problem with that.

Michael – Article 5 was TA'd except for the release time section 5.2B.

Michael – we have asked for 2 release times for union functions. We have also asked for release time for PCIII.

Adjourned 4:16 PM