

Bargaining Session 14 – 1:25 PM
6/15/09

Administration in Attendance: Darla Ferguson (alternate), Chief negotiator: Mark Levitt

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

Article 12

Mark – Article 12.1 – stated College policy –

Darla – all leave is subject to approval depending on needs of college

Michael – unless it's a class day, there should be no reason to second guess if a person should have time off.

Mark – if there is a big meeting then you are expected to take leave at another time.

Holly – right now there are 10 days that half of them do not have items scheduled, that can't have time off during

Mark -12.1 – Pursuant to article 12 (should be discipline article)

B Vacation leave

12.2 Administrative leave was discussed with the President – we can go to three years, not willing to do 4.

Michael – 3 limits him, but this would allow him to approve up to 4 years, but he is within his rights to not grant after 3 years.

Mark – there would be the temptation to fight this.

Mark – 12.3 – 6 months under this policy, 12 weeks is norm.

Michael – USF will give 6 months but will dock you for that time sometime before you leave the institution.

Holly – should be “as”

Mark 12.4 –

Michael – this came out of Appendix B

Mark – changed may to shall, but we would prefer “may” – if you are a witness to a civil case, you shouldn't charge the school.

Michael – if you have been subpoenaed, you would be obligated to go.

Mark – if you are on a jury, you are paid. If you are subpoenaed, that is not required.

Michael – it says in B “non-BCC related”

Mark – says if you are subpoenaed or on a BCC matter.

Michael – if you are subpoenaed on a BCC matter. If you are “required to appear in court, on a BCC related matter”, you shall be granted absence. B is for a non-BCC related matter.

Mark – 12.5 – is the law –

Michael – is this statutory or civil?

Mark – I think it’s in the statute

Michael – if this is what the federal requirement is, then it should remain in the contract which can then be bargained.

Mark – the law was created for this, so it should be “as in the statute” just in case it was remanded.

Judi – by having it here, you know what you are entitled to without looking up the statute.

Mark – FMLA A is the same as B, so strike A and keep B. It’s all covered there.
12.9C2 – college shouldn’t provide dependent care to dependents, that’s COBRA.

Michael – that would put them on the military salary coverage which would end up being more

Mark – we are not going to cover dependents when they get military coverage.

Darla – it’s 3600\$ per year.

Mark – 12.10 – need to keep it at 32 hours.

Michael – the statute says 4 days, not 32 hours. We had no choice in the 4 day work week. That has made some people work a >8 hour day, so to make them take personal time, the statute permits 4 days.

Mark – Request form (should be “appropriate leave form”) take out staff.
12.11B

Michael – people could take any amount of time for personal leave.

Mark – anybody in the institution does not have a legal right to give personal leave.

Michael – so if I was out sick and used all the sick days and don't get personal leave then I can be dismissed.

Mark – if you are granted leave that you have applied for, you are not guaranteed a job when you return.

Michael – what if I have no sick leave and I can lose the position if I run out?
We can remove that only if we add extra stuff in the language for sick leave.

Mark – 12.12 – is this sabbatical leave?

Michael – short-term professional leave with pay is like conference leave. Extended professional leave with pay is sabbatical.

Mark – If we take out the short-term professional leave, the procedure is the same as for the long-term professional leave. Take out B,c, d and e

Michael – the president could establish policy to remove sabbaticals, then we have no way to do short term leave either.

Mark – the short term may be removed.

Michael – then we could do HCC sabbatical leave article.

Mark – you don't want that. I've been told I can give you Institutional Commitment.
12.13 Take out Accrual of Hours.

Michael – staff gets 10 hours and fractions of months, we only get 8

Mark – 12.13B – “sick leave shall be transferred from another institution pursuant to college policy” is what I would like it to say. That way it won't be changing
Terminal Pay 12.16 is good. Let's take a break.

Michael – gave a copy of the Benefits Article to look at during caucus.

Caucus 2:00 – 2:30 PM

Michael – 12.2 – Administrative Leave – we understand the concern of the President that someone in administration is not good to go back to faculty after 3 years. Our contention is that the President can choose not to continue to allow them to take administrative leave at any time. If a person is teaching English, it is not likely to change over a 3 year period.

Mark – is it the right of the faculty member?

Michael – it is a privilege or a right of the faculty member at the whim of the President who could choose not to grant them more than one year (that is in the statute). The continuing contract would remain in place for that leave. The benefit is to the President.

Mark – if it is not the RIGHT then it's OK.

Michael – this would allow a faculty member to take an administrative position without jeopardizing their tenure.

Michael – 12.5 – leave it like it is. 12.3D – changed the “is” to “as” in D, it was brought to my attention that there could be instances that 30 calendar days are not feasible (adoption sometimes 48 hours, premature birth, etc.), so change “must” to “should” and add “in the event it shall be submitted as early as practical”.

Darla – we just had an adoption and they only got 24 hours notice, so I like that wording. FMLA requires notice, but things don't always work that way.

Michael – 12.7 – took out the paragraph labeled A. 12.9 – took out C2. 12.10 B take out titan Web Service and “staff”

12.11B – Personal leave without pay (also in 12.12C) – “no guarantee that ...the employee will return to the same College location or position”. This is unacceptable.

Mark – if you are covered by adjuncts, you could possibly be not kept in a position.

Michael – this is the only contract that has this position that if you were out you would lose your position. 12.11B and 12.12. Unless you intend to do that, there is no reason for that provision in the contract. If you are out for 1 or 2 years, that makes sense. Not for sabbatical leave.

Michael – it's one thing to have language in a policy that nobody ever sees.

Mark – 30 days?

Michael – 2 semesters (1 year).

Mark – I would change it to professional leave only, not personal leave.

Michael – “When an employee is granted professional leave for 2 semesters, the employee shall be returned to the same college location and position”. “When an employee is granted personal leave without pay for 1 semester the employee shall be returned to the same college location and position”. When an employee is granted personal leave without pay for more than one semester, the employee may not be....”

Michael – “All full-time faculty members will accumulate sick leave at....8 hours per month or major fraction of the month of employment”

Darla – also in 12.11A have staff instead of faculty

Michael – 12.13 – transfer of sick leave – insert “pursuant to college policy”

Mark – take out the 3 bullets in B and the very last line in 12.13B.

TA’d Article 12!

Article 13 – Benefits –

Mark 13.1c – will not be meeting quarterly. Should be “the committee will meet as necessary”

Darla – add “at least annually”

Mark – Darla will call the meeting

Mark – “the Board agrees to provide...” 13.D – this should be “agrees to consider providing access” can’t put something in there when we don’t know what it is

Michael – the Committee will be 1/3 faculty, 1/3 staff and 1/3 administration and will put it forward.

Mark – if the committee makes a recommendation, the Board is not bound to it.

Michael – we could make it open to collective bargaining.

Darla – we even put in Pet insurance.

Michael – all of that is offered here, so this just says that you will continue to provide this.

Mark – not really. 13.1 should all say “College”, not “Board”. Other retirement pay should come out

Darla – we used to have Bencorp, but now it is not mandatory. We have 457b cap and allow it to go toward the annuity.

Michael – so this says that they can put it into the existing plan

Darla – they can do any amount. It is old language that didn’t get changed last time.

Michael – payment of unused sick leave” strike “will” insert “may” be sent to the BCC 457b plan. You incur SS taxes on that.

Darla – Bencor was problematic.

Michael – from our perspective, it should be the employee’s choice whether to do unused sick leave as a lump sum or a transfer to 457b. IRS has a maximum of \$40-50K to go into there. At some schools, they have the option to have it moved over a two year period to avoid tax penalties. It is detrimental to you to have the employee take it as a lump sum

Mark – we don’t really need this. This is not what we are really doing. How about “in accordance with policy and practice” ? 13.4 Worker’s Comp – once we say college procedures, B, C and D are procedures.

Michael – these are the ones that are in the current and proposed language. I kept them because of the thresholds on reporting times, maximum of days of leave, etc., that could potentially result in grievances.

Mark – there are a lot of things not here that maybe should be.

Michael – the average faculty will be more likely to look in the faculty contract than the policy and procedure manual.

Mark – the supervisor will do what they are told to do. That sentence needs to come out.

Michael – we just signed leave that says that I get 12 days of leave for worker’s comp. That would be docking sick leave which is against the law according to the policy in place. The policy is incorrect here. We are also not told what everything in policy is all the time. We can put in “the union will be notified and given an opportunity to address all policies and procedures”

Mark – we still don’t need it. 13.5 – is that the Tuition Assistance Program? Dependents of faculty can work off tuition.

Michael – yes. That is current policy and we will keep it. The program is for dependents, not the faculty.

Mark – this program may change

Michael – the president will establish the policies and procedures

Mark – so what we want is the same program that is provided for staff.

Michael – “the college shall maintain a tuition assistance program for dependents”

Mark – 13.8C – even if it’s more than \$250, they won’t be able to do it in 2 business days. We need at least 5 business days.

Judi – philosophical approach – waiting 2 weeks until something is fixed is not OK. Errors tend to multiply.

Darla – you get your pay stub on Thursday, it's Monday before you can report the problem. Then they are sitting in Diane's office, we have to get it to accounting by Wednesday, then the check is available on Thursday. The money may not be available.

Michael – this is so that paperwork is filed correctly and in a timely manner. This will hopefully make the administration make it imperative that money is paid in a timely manner. This is usually a fairly significant amount of money only >\$250.00

Judi – administrative assistants lose things.

Darla – I am not in control of payroll, but we can definitely put more pressure.

Michael – we are also talking about large amounts of money.

Darla – it is a huge undertaking in the Spring and Fall semesters.

Mark – 13.9 A – not sure we need that

Michael – that's in the current contract and will help the administration. This is a Board policy. You people chose to put it in the contract. It's in Appendix B.

Darla – Long term disability is not pretax reduction. Can't do Saving's Bonds either.

Mark – direct deposit is not a payroll deduction.

Michael – delete all of 13.9

Article 8 –

Mark – we will need several weeks to look at this. Point system, how much will it cost? It's going to take awhile to go through it. We have to have contracts in place by August. If we can't do this, what then?

Michael – sign an interim contract. There are a few things that cannot be in place on the first day. We can do a short MOU identifying the items that we can do prior to ratification. They sign this interim contract, then we work on it. WE don't want the administration to have to send out two copies of the contract.

Mark – is this something that the committees should be working on? Can we not agree to do it as we do it now until Fall of 2010. There is a lot of stuff that needs to be done prior to implementation. Can't we keep what we have for another year and over the course of the year we will be implementing the new contract with minor, key things for the new semester. Maybe say 168 days for next semester, etc.

Michael – we can establish a timetable with an MOU that is in place for the Fall. We would keep the same reporting day for now, then we expect to discuss the implementation of the contract and what the faculty needs to expect. The days prior to

the start of the semester will therefore not be mandatory. Granted, how they are paid as far as points are concerned would not be changed prior to the ratification of the contract. The administration will have Fall semester to learn how to implement the point system in the Spring.

Mark – at some point we still have to figure out the point system.

Michael – we have two months to figure out how to implement the point system.

Mark – we currently have a document that can be ratified by the Board and the administration.

Michael – we are basically looking at Article 8 and 14.

Lynn – the budget is the constraint?

Mark – it's difficult to get them tied down.

Michael – we can do a retreat over a weekend and get it done.

Mark – we can't agree to anything that's going to cost us money and what it will mean.

Lynn – we did this in one afternoon.

Judi – Kerry has it done already.

Caucus 4:00-4:20 PM

Michael – class time for laboratory – currently only getting paid for 3/4 of the time they are actually teaching. If they are in the class for 5 hours, they should get paid for that time. Faculty member should get paid for teaching.

Mark – this will cost a lot of money

Judi – it will be easier for the college to calculate payroll, because the formula will be the same for all situations.

Michael – state statute used to mandate that a laboratory get 2 hours for each credit. The statute now only addresses lecture credit (50 minutes, 15 weeks). It is now by program length instead of dates, so now we force the required hours into a smaller credit hour space (clinical). If you are in a classroom, the time should be paid for. Prep time, follow-up time, etc. Will not increase as much as you probably think. We would like to have a day with the folks who calculate faculty load and work out a spreadsheet and calculate a good estimate. We are proposing a Friday workshop with one person in each provost's office and do it in one day within about 10%. We already have the impact with the PCIII increase.

Mark – 13.3 - payment of unused sick leave may be sent...
13.9C - >\$250.00 should be “in event of an error by the college” and give 3 business days.

TA'd Article 13

Article 10 in current contract – salaries

Mark – I think it should say no increases with no across the board or merit increases for this fiscal year or bonuses, assuming we agree to that.

Michael – what we are looking at is Appendix F going away.

Mark – where do I sign? I'm all for that.

Michael – nowhere in the contract does it apply to anything including beginning faculty salaries. Appendix D – hiring salaries and minimum salaries – the hiring salaries minimum are up around the 10-20 year level on the minimum salary schedule.

Judi – the minimum salaries section was left in, the new stuff is in the hiring salaries.

Michael – what we are proposing is a salary range with a minimum and maximum salaries. Masters and Doctorates will be looking at an increase in minimum.
Appendix B – on contracts, teacher load, different ways to calculate salaries, etc. – now we are proposing is that effective with 2009-2010, whatever the 2008-2009 salary amounted to, they would be paid for a 158 day contract + 2% per annum. For programs that routinely mandate that longer term faculty that are here in excess of 158 that would be paid for a longer period at the daily rate of pay.

Mark – daily rate x 30-50 days could be a lot of money.

Michael – page 8, section 8c. – overload pay – item 1 is OK, pay is based on credit hour. Item 2 – contact hour rates per contact is still at same rate in item 1. That can't be right.

Judi – the interpretation was that it would be either per contact or per credit hour whichever is greater.

Michael – if that was supposed to be per credit, a single credit would be 15 hours which would be \$40.00. Lots of people have been underpaid by this.

Judi – if the contact hours come out as greater than the credit, then they get paid at that rate.

Michael – in 8d – if they are in a 3000 word vs a 6000 word course, I think there is a more equitable way to calculate this. (Gordon Rule course)

Program Coordinator III – Item g3 – inequity with the Department Chair doing exactly the same work for much less pay. We propose increase to \$7000 per year and an one release time per semester.

Mark – that's \$42,000 per year.

Michael – h would not change

Holly - except to also appoint a chemical hygiene officer (1 per campus) in the \$1500-16,000 range at the recommendation of the safety and health committee. This will be for storage, disposal and maintenance of laboratory chemicals in the labs. We are currently not in compliance with State and Federal regulations. Currently the Health sciences Pcs are in charge of Health Sciences.

Mark – 2% increase is \$200,000, this is \$4,500

Michael – we are asking for about \$3,000 or so.
I don't have 14 completely because the on-line version was the 2006-2007 contract and I wasn't able to get a copy.

Judi – Lisa Purdue has it.

Darla – I will make sure you have that.

Mark – so you will make Article 10/Article 14, and then we will continue reviewing Article 8.

Michael – what we would like to try to do. When do you normally send out the new contracts?

Darla – Labor day

Michael – we anticipate ratification, we prepare faculty for the changes, depending on what we decide (158 days), we enter into an MOU agreeing that for Fall term, we would use existing contract language for calculation of workloads. 158 and 178 days as far as calculations go will be the same. The only people who would be impacted are the people with the summer contractual load because that daily rate of pay will be impacted only for those people.

Mark – you are assuming that we will agree to 158 days.

Michael – that reduction in days will not affect the salary.

Mark – they will be getting more credit for points and whatever.

Michael – that will not affect the basic contract. It will affect overload.

Mark – points will be changed.

Michael – the entire fall term could be used to figure out the point loads which will be checked and made up in the Spring. 180 point load in the fall, 120 point load in the spring so would end up working itself out in the Spring term.

Mark – we can't agree to that if we don't have the numbers.

Michael – so everything would continue the way it is for Fall and we could see how the changes impact the salary and the rate of pay. None of this will affect the Fall.

Mark – we are assuming we get this done by August or September.

Judi – the Fall term is horrendous, we have no free time. We need to get this finished by the end of the summer.

Michael – this could be done in 1 day with the right people in a day or two. With a dollar per person estimate. Then you can make informed decisions. This needs to be done ASAP. The second piece we would spend the Spring term implementing the changes. The Fall would be the updating of the materials and methods. All the committees can be implemented in Spring – roles and responsibilities, orientation, elections and appointments, chairperson elections, etc.

Mark – I will check out how we want to do this. Once we get the data we will caucus and get back together. Setting a meeting may not be productive. We need to set the Workshop meeting first.

Michael – in a perfect world, we could knock it out in a few hours.

Mark – the more you have done, the less we have to do in workshop.

Michael – if our estimate is wrong because of data collection, we don't want to give you an incorrect estimate. That's got to be done before the next meeting.

Next meeting time is pending the workshop.