

Bargaining Session 2
February 19, 2009

Teams were seated at 1:20 pm

Present for BCC: Dr. Kathy Cobb, Dr. Ethel Newman, Ms. Beverly Slaughter, Dr. Linda Miedema, Ms. Marian Shelpman, Ms. Ona Kim, and Chief Negotiator Mr. Mark Levitt (alternate Ms. Darla Ferguson), Dr. James Drake

Present for UFF Brevard: Ms. Kerry Markey, Ms. Norma Rudmik, Dr. Holly Kahler, Dr. Laura Earle, Lynn Spencer and Chief Negotiator Mr. Michael Moats (alternate Ms. Judi Schatte)

Mark Levitt: got materials sent via email, disappointed with quantity. Table of Contents says nothing to talk about there. Preamble Article 1 propose change - delete section 4 because it doesn't belong in the Preamble and is covered in other areas. Recommend change of counselor position because the position is not in use at this time. Article 1 Section 3 propose taking out counselors. Haven't used them, no intent to go back to using counselors.

Michael: no problem with moving Atr 1 Sect 4. Could not find anything in the contract for non-discrimination. Propose moving this item to Article 6 Section 4

Mark: Maybe move 4.5 to article 6 again.

Michael: Reason we left counselors in is because it is part of PERC bargaining unit in case they recreate the position.

Mark: not contesting need for them if they existed, but would consider leaving it in Article 2, but not in the other Articles because it is a non-existent position so would be confusing. He would like to see it removed. This is the only suggested change in Article 2.

Michael: Article 2 is straight out of the wording for PERC.

Mark: Ok to leave it in Article 2, recommend remove Section 2.

Michael: Language in unit certification includes all full-time librarians, faculty and counselors. This is the way it has always been in PERC and should be included in the contract.

Mark: Fine with keeping it as it is.

Mark: Article 3. General comment - Definitions. Do have problems with defining things like chairpersons, can't define until we know how it will be addressed. He knows we are trying to get consistency, but thinks some of them are overkill. Most are self –

evident. President, union, bargaining are self-evident, idea of contract can't define yet, faculty classifications can't define yet, so not sure if we should define in different areas, want to define in the respective areas. When we get through the substance of the contract will be able to define afterwards

Michael: Department chair is defined nowhere in the contract, only duties are present

Mark: College board, bargaining unit, etc. are self-evident. The ones that aren't can't be defined until the contract has been written. May or may not have to define classrooms, will be part of contracts and schedules, etc.

Michael: Still think we need definitions. Simple question: department chair is faculty or administrator? Not defined. No language in the contract says that they are faculty. Important to have one place to define the term instead of looking in multiple places for a definition. Union exists on a piece of paper and is not defined. Need to define that notification to the union needs to be to the president of the union. What is the union, who is the union, who represents the union? Official notification as written currently can be anyone.

Mark: no problem with definition section as needed.

Michael: table of contents is to help us figure out what we are looking at changing and what is our roadmap.

Mark: Article 4.1 3-year deal OK. Presumable opening in economics yearly. Additional issues must define and figure out the numbers. 4.2 OK, 4.1 a. b. c. – ground rules. D. would like to leave the current language (we would like to change it) 4.3 waiver – Parties may mutually agree etc. – doesn't know what it means. Agrees with the second sentence, not the first.

Michael: In case of disagreements, we can or may not put it in the contract but that doesn't mean that we have waived our rights. Ex. UFF and an administration chapter grievance – right to file a chapter grievance in contract. Ultimately they failed to come to an agreement on that language in the contract so administration claims that since it wasn't in the contract, they have no right to file a chapter grievance. Not a good deal. Don't want either side to waive right despite whether or not an item is in the contract.

Mark: Does not agree with what Michael said, but will say OK to Article 4.3. We can continue to debate the issue. 4.4 fine. 4.5 – generally needs to be moved probably to Article 6. 4.5 a is OK, b is good, problem is if they have a grievance should be filed in the grievance procedure according to protocol and time frame in the contract. Substance of a and b is good should be moved to 6 but do not restate the grievance procedure here because will possibly conflict with the actual protocol outlined in 6.

Michael: Remove grievance violations. Keep a and b and move the next section to the drug testing area 4.6

Mark: Drug free workplace policy.

Michael: numerous faculty are not sure whether or not there is one in place.

Mark: Wants policy outside of contract

Michael: Wants it in the contract

Mark: Wants administration to be able to change the policy at will.

Judi: We had some problems with unilateral decisions that had been made in previous administrations.

Mark: In page 6, Article 9.3 list all the policies that are not able to be changed by the administration. The administration has the right to change everything else.

Mark: Forms 4.7 – doesn't like to have a set up format for forms.

Michael would like forms to be agreed upon by the faculty and administration.

Mark: forms will be put out by the administration as an attachment to the end of the contract. Doesn't think there needs to be a section on forms. Possibly a subcommittee item. 4.8 OK, 4.9 – Controlling Clause – last sentence – sharing the cost of printing has nothing to do with the clause.

Michael: no problem with removing and putting in a different section.

Mark: No strike clause. Looks OK. Didn't pick up cultural diversity section from HCC.

Michael: Cultural diversity is still undefined.

Mark: Concern with time to take for the rewrite. Hoping to get this done quickly. Few number of meetings, concentrate on what is important. Concept of a faculty contract is important. Wants to keep it on the easy side.

Michael: We have a few major rewrites that are going to change the face of the contract and would like to make sure everything is done at the same time to get the whole thing clarified.

Mark: sees the point

Michael: case in point is article 6 Faculty Rights information is in 5 different articles currently. Several significant areas are not currently anywhere in the contract.

Break – 2:15 PM

Article 4.1.d no reason to remove it. Rephrase Article 2 to the definition in 3.

Back from break – 2:35 PM

Mark: Language on masculine and feminine pronouns are unnecessary. Can put language as gender neutral.

Michael: OK with that.

Mark: Shoot for gender neutral language to prevent having to place the definition.

Michael: Article 1 move section 4 to article 4 or Article 6 wherever needs to be. OK. Serious problem with removing the word counselors. Understand reservations, but don't know the future and would like to keep the word throughout the contract in order to prevent having to rewrite the contract if decide to hire them in the future.

Mark: We will leave that open for further discussion.

Michael: there are other places where “counselor” may be inappropriate and need to be removed, but in broad general terms and rules would like to leave it in.

Mark: Would still like to take it out. Problem is that we haven't had them for many years (20), so it has become a redundancy.

Michael: It's an issue similar to the contract rewrite. ...”They pledge themselves to an institution that is staffed by qualified FACULTY...”

Michael: Article 2 3.7 a and b is the way the bargaining unit is defined in the PERC certification. Change recognition article to say “...the board recognizes BCC-UFF as the sole and exclusive collective bargaining agent for all the full-time faculty, counselors and librarians...” Not sure why it originally said “teachers” in the certification. The case number had also been issued to a firefighters union in Vero Beach. Case number is 229. Original certification number is 229. Final order was signed 5/18/76. On Nov 27, 78 issued order to change the firefighter's case number.

Michael: Article 3 keep on table and continue to modify.

Michael: Article 4.5 protection from discrimination – BCC has a discrimination policy in effect that is slightly different from the language in other contracts. The grievance section does not provide for ability to grieve against another faculty member in discrimination cases. BCC provides a format for this.

Mark: contract discrimination is different from other faculty faculty discrimination.

Michael: Drug policy should be under either drug Free workplace or under discrimination/harassment policy which does not currently exist. Would like to move to Faculty Rights 6.4.

Mark: Drug policy –

Michael would like to come up with better language for the next meeting

Mark: the law provides for harassment and discrimination so we don't need it in the contract. Opens it up to arbitration.

Michael: same reason that no-strike. Even though provided for by statute, just in case legislature decides to eliminate, still something in place.

Mark: Article 4.5 stick with a and b, remove the last sentence.

Michael: Forms must have faculty input for development. Recommend committee.

Mark: Leave 4.7 open for awhile.

Michael: Forms that are used by members outside of bargaining should not be included in the contract. Only forms such as faculty transfer for internal vacancies should have faculty input so that contract is followed.

Mark: Leave open.

Michael: 4.9 printed costs need to be moved.

Michael: Look over draft Table of Contents – a lot is already in the contract but needs to be reorganized. However, a lot is not in the contract and needs to be addressed and put into the contract. Brainstorming. Areas not present that need to be added:

Academic Affairs process/Faculty Senate/Committee structure within contract
Curriculum, course and program dev., award of credit (course, credit by exam process, IS), new courses and programs, etc.
Ways to achieve: academic committee process/collegewide academic affairs with general foundation stated in Appendix I (ADPA clusters or similar) Clusters would do local stuff to be approved at collegewide level. SACS would like it for assuring faculty involvement and student performance modeling. Possible task force to develop the format for this process.

Mark: clarification of the process for administration –

Linda: faculty currently develop the curriculum

Michael: is not currently a faculty driven process. More of an administration developed curriculum.

Ethel: when it leaves the faculty it goes through LC3 after campus management.

Judi: it goes through to many levels of administration.

Laura: faculty input on all levels of curriculum.

Kerry: More faculty (one from each cluster) represented on LC3.

Michael: Some colleges have NO administration on curriculum. Academic Affairs committee in many colleges are only faculty, not administration and meet as necessary to direct curriculum through recommendation through Vice President of Academic Affairs.

Mark: Does anything in the contract address this?

Michael: No. Need to identify the structure, a policy or committee handbook would be made outside of the contract.

Michael: 6.14 – Tenure/Continuing Contract – presently faculty have little or nothing to do with tenure. Would like to see faculty involvement with tenure. Tenure committee process. Maintenance of Continuing Contract at three years. Currently on the administration.

Ethel: clarification – peer review as a part of the process for tenure application.

Mark: MCC has very little information on the process for awarding it. Only the requirements.

Michael: last item – better evaluation process – performance evaluation (administrative component, student survey, existing maintenance of continuing contract (Article 23)/professional development), performance enhancement plan (Article 13 pg. 11). Some faculty feel that they have not been evaluated in years.

Mark: Performance enhancement plan – want different language with more involvement by faculty. Collaborative effort between both the faculty and the administration.

Michael: 2 people from each side to work on this to get some general concept together and work on potential language.

Break 3:37 PM

Mark: Seem to understand what we are doing. Process is there, need to fix things within the process of all three items. Would like to concentrate on these items. Ask the

President for his views as well. Don't know if we have ready-made language already. We would like to work within the confines of the system

Michael: incorporate ideas into the current process

Mark: collaboration with us on the issues

Michael: Administration not presenting?

Mark: May present something next week or the meeting after next. Biggest issues are within what we are currently presenting. March 2 and 19th next two meetings.

Michael: hope to present Article 6, 7, 8, 9 and 10. Will endeavor to get that out in email format prior to Friday the 27th. We will be meeting next week.

Next meeting is March 2, 2009. Meeting after is March 19.