

Bargaining Session 3
March 2, 2009

Administration: Ethel Newman, Cathy Cobb, Ona Kim, Darla Ferguson, Linda Miedema, Mark Levitt, Marian Shelpman

UFF – Holly Kahler, Laura Earle, Norma Rudmik, Michael Moats, Kerry Markey, Lynn Spencer, Judi Schatte (alternate)

Drug Policy – will be determined through collective bargaining, no random drug testing unless required by state, faculty will be informed prior to assignment or change of policy.

Mark – how long do we want for information?

Lynn – faculty are not against drug testing, but want their rights protected. Prevent capricious behavior.

Michael – faculty will be informed prior to any change in or assignment of new drug policy.

Mark – Affiliate contract provisions (4.6 last sentence). Was removed 2 weeks ago.

Michael – shouldn't be forced to do drug testing without notification. Constitutes discrimination

Mark – forms – would like to attach all forms as appendices instead of within the body of the contract. Forms are to implement and maintain the agreement and shouldn't have to have a committee to form forms.

Michael – we have concerns that information on a form must be relevant and correct.

Mark – not all forms should be committee driven. Some forms must be able to be generated by HR without faculty input.

Michael – all forms must be mutually agreed upon. Concern that the information to be collected is relevant and correct.

Mark – don't need access to all forms. What forms will need permission?

Michael – agreements are important – ie. Leave requests

Mark – forms are stupid.

4.8-4.11 are OK per Mark.

Mark – Article 6 – 6.1 prevailing rights clause – we can't say that prevailing information will stay in place. Don't know what's out there that must be changed. If there's something we want put it into the new contract. We should know what rights we want. Academic freedom – new language is vague. Guess is that research and publication is not important in community college. Withdraws that statement. Second statement is about teaching research and communications.

Michael – not necessarily the same thing. What they select to use in the classroom is proprietary, but shouldn't be allowed to rant and rave.

Mark – textbooks can be limited, but 6.3 says there is no restriction.

Mark – academic freedom becomes a group collective idea when it comes to textbooks. Has a problem with 1 and 2 because there are no issues at this time relating to academic freedom.. Thinks that 6.1 covers the whole enchilada and having a second section is actually more confusing. Propose adding first sentence and removing 1 and 2. Agree to censorship and discipline section add period after censorship and discipline.

Mark – textbook selection – not any language in current contract. We need to do some more talking about it. As he understands it instructors currently have a role in selection and it is a group selection process in multiple sections. Standardization across college is important for Gen Ed courses. Collective freedom to do it, once the decision is made, whole college should submit to the decision.

Michael – whole lot of gen ed courses have only one section on each campus which would both have to use the same book which is against A-1. Cumbersome process if have to have all courses on each campus have collegewide adoption.

Mark – if don't agree on the appropriate text,

Cathy – can't change books except once every two years. Have dedicated days to choose books. Professional comportment is a problem in few situations. Problems arise in bookstore selection for students.

Michael – cheapest deal for students off label book purchasing through publishing company. This would be a problem with Cathy's proposal.

Mark – Still must adopt across the college. Wants to talk to President about it. Competencies rather than objectives. Campus Provost, not Academic Dean. If nothing was put in there for textbooks can we deal with it?

Michael – a lot of things in Article 6 go back to 6.1 regardless of the current climate, the day may come when things change and we have no rights left.

Mark – prevailing rights as opposed to language within the contract.

Michael – if we get everything we want, we can throw out 6.1

Mark – really not many problems in the way things are currently being done. Language might give a little more stability for the student and faculty. 6.4 – Just cause –

Michael – let's skip 6.4 and 6.5 due process because moved to grievance and arbitration.

Mark – transfers – Article 15 covers this. Don't want to change the location, but likes the language in 15. They want what's existing. Under current language, faculty applies but cannot transfer without administrative approval. Balance of instructors, etc. Provost at the campus where the person is applying to has final decision. If we would like to add some language to prevent abuse, they are good with that. D in 6.6 could be moved to Article 15.

Michael – we will have to discuss

Mark – right to privacy – exists as a law, do not think it needs to be included in contract

Michael – if the language isn't present, it will stop the abuses because it is not detrimental to the college. ?

Mark – will look at it further.

Mark – 6.8 OK as changed including section 3. Intellectual property – last sentence would like added from HCC.

Mark 6.9 OK. 6.10 OK except ...as determined by the President (not the Board).
6.11 outside employment – provide information about outside employment in advance.
Take out the last sentence. 6.12 Faculty offices –

Cathy – may be problem while in unique situations (Melbourne remodeling)

Michael – not a problem in temporary digs.

Mark – lockable file cabinet or bookcase? Desk, 2 chairs and computer with internet access.

Michael – split campuses

Ethel – has office on each campus if is equally split between the two campuses.

Michael – office location is more for the student than the faculty.

Mark – will look at that. B and c are OK. Parking – loading zones – necessary?

Michael – faculty can get ticketed for parking in guest areas.

Laura – YMCA

Mark – doesn't think the wording is going to change anything.

Michael – might be just a matter of putting up a sign.

Mark – we will look at it.

Mark- consultant fees – should move into outside employment area?

Michael – we are rearranging article 6 and will be putting consultant fees right there.

Mark – new faculty – second sentence of b. screening committee, OK with it except c. make a presentation – BCC UFF may upon mutual consent make a presentation

Michael – doesn't like that language. Once a year agenda, short space of time for presentation. BCC UFF should be allowed to make at least an annual presentation.

Mark – BCC UFF access to mail place a period after a. not everyone has a mailbox, has a mail slot.

Michael – we will discuss

Mark – college will provide an email account (not address). Enhancement of professional skills – tuition reimbursement policy –

Michael – first paragraph is only thing in the contract currently. Want it in the contract.

Mark – dollar proposal?

Judi is making a request for information.

Mark – make presentations to academic or professional organizations out of the county (add)

Laura – artists

Break 3:07 – 4:20 PM

Article 4d – full force and effect – when a contract expires, there should be maintenance of rights of parties until a new contract is formed as status quo. Because mandatory subjects of bargaining always remains status quo, administration is free to terminate everything else if no agreement is reached on the new contract if this right is waived.

Drug Testing – 4.6 – don't like the idea that if someone is in rehab they get a second chance, but if they're not in rehab, they get fired on first offense. The law says that it is just cause if they catch him. Alcoholism is only considered a disease if you have sought treatment.

Forms -

6.11 – outside employment – in advance of taking the outside employment opportunity. Can't do this. Needs to be within a reasonable time 30 days.

Intellectual property – we currently sign something that says that everything we produce belongs to them.

Signed changes to Articles 1 and 2

Michael – Article 4d – problem with full force and effect

Mark – cannot agree with the change. Wants whatever the law requires only. Law could change in our favor.

Michael – Article 4.6 – Drug Testing – OK to change as discussed. 4.7 – forms – problem with the administration changing forms unilaterally. Concerns with the possibility of including irrelevant or inappropriate information or form may be in contradiction to the contract. Would like to make sure forms are correct.

Mark – Would like to reference forms in the contract that would be placed outside of the contract. The college will prepare forms in compliance with law and contract. Union will be provided with the forms and have ability to give input.

Michael – form for new faculty that states that information generated by faculty is owned by the college. That form is in direct contradiction to the contract. Personal leave form asks where the faculty member is going. If its personal, shouldn't have to reveal this. Last sentence gives escape that allows forms that are used in implementing and maintaining the contract be a part of the contract.

Mark – has a problem with this because it opens up almost every document for reevaluation.

Michael – the CONTENT of the forms must be mutually agreed upon.

Mark – will provide copies of the forms, then if anything is unlawful or against the contract we can complain. Mark will come up with a proposal at the next meeting.

Michael – on 4 only things left to discuss is forms and full force and effect. Mark will come up with the language for both.

Michael – 6.1 – prevailing rights – we have a problem saying we will wipe it out completely. Not intended to be petty. We need protection from radical change if we don't come to agreement. 6.2a. “faculty members must be free...” too vague. Must have freedom of research and publication and also educational materials (power points, etc.).

Mark – teaching strategies – instructor is doing things in class to make points that might be considered inappropriate is that academic freedom or harassment? Freedom in research and publications – “consistent with the standards and practices of academic inquiry” (add to a.). Body of literature in the university setting re: approaches to academic content. “Shall not introduce a controversial matter that has no relationship to the material” sometimes it is important to do this to stimulate discussion.

Michael – will shoot the info out tonight. No problem with standardization of textbooks in most cases, but in cases where there is one or two sections on two different campuses, why does the textbook have to be standardized?

Mark – would like to see Curriculum Committee be the place for standardization.

Michael – curriculum Committee does not know the course or the course requirements. 6.11 – outside employment – “in advance”. We propose “within 30 days.” Information is currently in the Appendix. Establish procedure – should be looked at.

Adjourned .