

Bargaining Session 4
3/19/09

Administration in Attendance: Cathy Cobb, Beverly Slaughter, Darla Ferguson (alternate), Marian Shelpman, Linda Miedema, Chief negotiator: Mark Levitt

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

Also in attendance: Amy Reiger, Florida Today Newspaper

Article 4 and Article 6 today. 1:30 PM

Michael: addressed comments on Article 4. Language reopening of negotiations, drug testing issues, process for forms (without committee process). Union rights article will contain language for duplication account. Changes based on previous discussion: duration of agreement subsection 1 changed to second and third years, 4.1.d important that since we spend time with agreement for time, should have maintenance of the previous agreement until time that new agreement is ratified. Subsection 4.6 drug policy, faculty will be informed prior to institution. 4.7 Forms – by mutual agreement the new forms will be discussed and ratified if there is a need to create or change forms. 4.8,9,10, 11 were all OK per Mark at last session.

Mark: 4.1d – as matter of law status quo is maintained at the end of an agreement. Propose change: this agreement may continue in effect based on mutual agreement between the parties.

Michael: neither side really doesn't want to spend money to go to court to decide whether or not the contract completely remains in effect. Grey areas are decided by PERC and small claims. If we run into a problem where we can't ratify the new contract, we don't run into loss of all the smaller substances.

Mark: things change and things may no longer apply.

Michael: simply says if we don't reach an agreement that is ratified by both parties (time delay) may end up having some items that cannot be changed.

Mark: the law says that process items can't be changed.

Michael: could end up losing smaller items. It's based on case law and applicability and could end up in court.

Mark: what if one side wants something different? Can keep the administration tied up in knots for an indefinite period of time.

M

Michael: We enter into the negotiations with an expectation that we trust each other. Our concern is that the language says that if the new agreement is not ratified (still in process) then the party shall be without an agreement completely until the new contract is ratified. What the proposed agreement says is that we should have something that is in practice stays in practice

Mark: Why do we need this at all?

Michael: being silent still requires a court interpretation that says what is in effect once the contract expires.

Mark: If something is never ratified it can be imposed anyway.

Michael: Until ratified or imposed by governing body?

Mark: 4.2, 3, 4, 5 all good. 4.6 – Unless required by state or federal regulations or affiliated agencies. If make a change

Michael – some policy changes may be really a problem for faculty (ie potential cost of drug policy imposed on faculty instead of the college. We are stakeholders in the college and would like some input. Shared governance.

Mark: Drug policy is being worked on and hopefully will be done prior to contract. There are no faculty on the committee to make the drug policy. All administrators.

Michael: Don't think that we should be considered children that have things imposed on them by the parents(administration). That's not the way higher education is supposed to work. Many of the faculty are very bright and have higher degrees, they should have some say in the drug policy.

Mark: Article 9 addresses policies and says that employees shall have continuous rights to comment on policy. Certain policies cannot be changed.

Michael: We have not agreed with Article 9.

Mark: Current language was agreed to 3 years ago.

Michael: Didn't say that we don't have an expectation that we would change anything, don't have anything in Article 9 proposed.

Mark: shared governance, administration continues to run the college, have great administrators. The relationship has been good, the college must have the right to make and enforce policies.

Michael: yes, the administration and the Board are amenable to faculty input and processes and have enjoyed good relationship with the administration. If we impose

faculty drug testing and there is a possibility that they will have to foot the bill, the faculty should have input.

Mark: can't put language in that says we will do random drug testing .

Michael: seeking input and advice prior to making the language, will cause resentment. Needs to be mutually agreed. There may be other segments that we don't care about, but with respect to drug testing we need input.

Mark: Forms – such printed forms that are used “specific to the contract” forms may be appendices.

Michael: if all forms are included in the document then it would be fine. If the forms are not included, that is a problem.

Mark: some forms do not make any sense to include.

Mark: bargaining any changes to direct policy and 4.1d. and the drug policy.

Caucus at 2:07 PM begin again at 2:45 PM

Mark: on 4.1d – current language obviously is a 180 degree change from the old contract. Suggest compromise as either silence or agreement shall continue to the extent required by law. Says is a better compromise. 4.6 drug policy – hopefully by the time it's done they will have a new policy that we can ratify. Willing to tentatively agree to the new language. Debated to agree to reasonable testing for institutional safety issue.

Michael: no one is concerned re: the actual drug testing, we are focused on the cost issues involved. Fingerprinting example. We are OK with drug testing, but don't want drug screening to be cost to faculty.

Mark: if that's a concern, should say that both parties recognize importance of drug testing in maintaining safety, but policy should also state that cost will not be incurred by faculty

Michael: hidden costs of loss of work while tests are being run, etc. Average faculty and administrator are not able to make a decision on 4.1d because it is statutory law.

Mark not willing to agree to 4.1.d at all. Provost, administrators and faculty can't make decision, must be the lawyers who make the decisions. Most times when contract expires there are no PERC problems.

Michael: UFF has 12 current PERC issues in court currently. Administrators have to make the decisions.

Mark: most stuff stays in effect anyway.

Michael: anything that is not mandatory subject to bargaining is up for grabs. If contract expires, will end up with multiple people in the office.

Mark: not convinced. Insisting on his language.

Michael: you have provided one position, we have provided several compromises and we will not agree to leaving the language in or removing the offending passage completely. So is not a compromise.

Mark: does not see a problem. Contract expires when it expires. Mark wants to pull the entire section. This is a legal issue and has nothing to do with the collective bargaining agreement because is not involved with mandatory matters.

Michael: major goals that we have is trying to codify the good relationship that we currently have because administrations don't last forever, so what we are trying to do is recognizing the state of the economy and the State of Florida, we are trying to formalize language instead of focusing on the economy. Issues have changed over the last few years, so existing language is offensive and unacceptable and problematic. Shouldn't be a problem for the institution or administration. Everything remains the same until ratification of the new contract. In the event there is dispute over the changes in the contract which would then be taken to PERC. That can change depending on anything. To say it remains as the law allows, that happens whether the contract language is present or not. We would just like to finalize what would happen and make it more palatable to both parties.

Lynn: doesn't understand the reluctance

Mark: contract has a term of three years, lots of changes can occur, both sides may have changes. Status quo leaves in effect most items. Doctrine means that there may be changes that are imposed at the end of the term of the contract. What do you think's going to change?

Michael: there have been things that have happened in the past with different bargaining units that run into trouble with the faculty.

Mark: new administration can have different priorities and philosophy. If the new agreement is in place by June 30th, there should be no problem

Michael: when the contract expires, the administration can change anything that is not a mandatory subject of bargaining.

Judi: what she is worried about is that we finish negotiations in May, we need to get the faculty together to ratify, that happens in August and all of a sudden, we get in trouble.

Mark: what about putting in language that they have come to an agreement and we are awaiting ratification, then contract would remain in place.

Michael: forced to wait til the second week in May prior to beginning economic bargaining. We know full well, we will not have economics done until the faculty leave for the summer.

Mark: if we are getting along, we will extend anyway. You'd have to be pretty evil for this to happen.

Judi: we have past history of this type of thing happened.

Michael: we have some schools in this state that are still bargaining 18 months after the contract should have started. If we get into that situation there are lots of things that could be taken away (phones, email, office space, etc.)

Mark: wages, terms of employment are mandatory. In private sector, the employer can stop dues deduction.

Michael: wages and hours and terms and conditions are not the only things. Quality of Life issues are equally important (distance of parking lots, number of faculty in office, etc.). Permissive subjects of bargaining would be up for grabs if there was no continuance of contract.

Mark: we have explained our concerns. We can sign the rest of Article 4 without that section. 4.1d will be evaluated and bargained at a later date. (Not at HCC in the contract. Will look at other institution contracts).

Michael: We will do article 4 without the 4.1d for now and move on to Article 6 Faculty Rights. Changes are highlighted and new language is underlined. Numbers will not line up with old stuff in contract. 6.2 – shall be careful changed to must. Item B where feasible, shall attempt to establish...C2 ...and competencies, 6.5 paragraph A Where are the official Limited Access files? We wanted to make clear where the files would be and under what conditions they will be accessible.

Darla: any unevaluated materials.

Michael: anything in deans or provost office is not Limited Access and are not the Official Personnel file from HR. New provision 6.5 paragraph B previous language anonymous complaint garbage, propose removal and change to no anonymous complaints will be put in the personnel file. All must be identified. Notice of outside employment will be provided within 10 business days. Last sentence is existing language in Appendix B. 6.9 faculty offices – multiple people in a room or office if needed for renovations we have no problem with that as a temporary appointment. 6.10 parking – had some concerns – we are asking for designated parking for full time faculty and staff. Enhancement for professional skills asking for dollar information so we left it blank (dollar amounts could be pulled out and bargained along with economic issues in May). Selection of new faculty – 6.14 – establishes faculty process for choosing new faculty, librarians and counselors. 5 faculty from same teaching field or related, determine who

the chair will be. 6.15 and 6.16 did not include yet because we are still working on them. 6.17 professional development and rank we would like to have some administrative input on that. 6.19 committees – new language – propose new committees or change committees. Establishes guidelines for Academic Affairs and Tenure committees for curriculum, course and program development and changes. B4 college and faculty will mutually develop an academic affairs handbook which will be modified by mutual agreement. Section C tenure committee part 2 will be 3 credit hours release time for each major academic term. The rest is unchanged and has already been discussed. 6.21 add reasonable expectation.

Mark: 6.11 fee waiver – we don't do fee waivers for anyone here. Committees – bold ones we currently have in existence.

Michael: have a Professional Development committee that never meets, Calendar committee only has administrators on it, etc. Most committees would be on as needed basis, others would be once or twice a year.

Mark: tuition reimbursement already exists.

Michael: reimbursement is not covering books, time, travel and other things are not present. Recommend call it a “stipend” which could be more than the credit hours and would potentially offset the other costs as well as tax implications of reimbursement vs. waiver. Stipend would be better for the faculty. Faculty taking a course would potentially be cost neutral to the faculty.

Caucus 4:00 PM back to the table at 4:45 PM

Mark: Comments and suggestions. 6.1 – raised problem with prevailing rights clause. Position hasn't changed. 6.2 – seems to be OK. 6.3 – textbook selections – concerned last week but can agree with some changes 2a2 – if two or more are teaching, everyone who is teaching the course will be on the committee. On 3 – the provost will make exception. 6.3C custom texts – can be pretty easy to customize a text, takes away from the standardized text chosen by the committee. Unless there is a real reason, have a problem with that. What is a customized text? Must be through a recognized publisher. Intent is through a recognized publisher that is customized specifically for that course (will decrease student costs).

Michael: this came from HCC who just put this into the language. Now faculty must be able to make the declaration that they are going to be using the entire text in order to justify the cost. Consistency over 2 years.

Mark: What is missing is the approval process. Needs to be approved by committee or Provost if they use a customized text.

Judi: Does this include classes that are only taught by one person?

Mark: Dean or Provost should approve

Michael: who but the faculty should approve the courses? The provost doesn't have any idea of the subject matter in some cases.

Mark: if it goes to committee and the book is chosen, why should a faculty select a custom text?

Michael: academic freedom

Mark: who can ensure that the conditions are met? Propose approval of Provost. 6.3D – change experiment to approved pilot project. Change second 6.3D to 6.3F. 6.4 Right to Privacy – raised some concerns but seems to be OK. 6.5 A OK, 6.5B has concerns about the anonymous complaints. (This is not from the student complaints, this is from faculty, staff or other complaint).

Laura: Student complaints will be dealt with in Evaluations

Michael: Student complaints are currently directed through the student grievance process. Intent is that before a complaint is put into the faculty's personnel file it should not be anonymous. We were trying to open the complaint to putting it into the personnel file so that the on request issue is struck. The unit member will be given a copy of any complaint that is put into their file for evaluation. No time frame. Investigation can happen at any time. Can be kept entirely secret and confidential.

Linda: problems wouldn't be placed into the personnel file anyway.

Michael: none of the concerns are covered in the current language.

Judi: only stuff that has been investigated will be placed in the personnel file.

Michael: nothing in current language says you can't keep anonymous complaints. By having stuff in sealed envelope, that doesn't do anyone any good. So no anonymous complaints will be kept in the personnel file.

Mark: would like clarification of investigative process.

Judi: doesn't want it to show up on evaluation as a surprise.

Mark: we are in agreement, just need to adjust the language. 6.6 Intellectual property – question about independent labor – not using college time equipment and materials on school time.

Michael: time used to make a powerpoint on campus time is intellectual property and is done on campus time.

Cathy: what is put into the LMS is property of the college.

Michael: it is our intellectual property and is not a freebie for the entire college without permission.

Mark: you are paid to be instructor and teach the course.

Michael: you are paid to do the instruction, not how to do the instruction. That is my intellectual property. If you want you can make an agreement with the faculty and pay them to create a course for other faculty. The fact that I allowed my students access to extra materials, I get penalized by having my property taken away and used by other faculty.

Mark: will have to look at that further.

Michael: The fact that stuff is made while I am on the college campus it is to the college's advantage. If however, it requires significant college costs or staffing, that is something that the faculty would have to turn over to the college. Not currently in the contract. There are similar provisions around the state.

Mark: Outside employment – notification should be provided in advance if possible or not later than 10 days of employment. Faculty offices: lockable file cabinet

Michael: desk drawers not adequate for FERPA. No problem with phasing in file cabinets. Should be able to request one when money and budget permitting.

Mark: bookcases. Most people have bookcases, but some may not. Offices should be located near the faculty member's classes whenever possible should be when reasonably possible. Telephones for each office.

Judi: use of cell phones for work calls if live out of county.

Mark: phones are OK. Fee waiver we do not do it. Not time to start that. Take dependent children to work program. Enhancement of professional skills.

Judi: S and PD funds are no longer available. Was taken out of the statute.

Michael: S and PD is not mandated at 2% but is still available.

Mark: Tuition reimbursement 6.12 A and B – need to find out what tuition reimbursement should be for courses. Should be a maximum per semester hour.

Michael: should find out what average fees and textbook costs are.

Mark: current plan might be more usable. 6.13 credentials – when necessary credentials should be jointly determined (should be mandated by SACS or can be increased by the administration)

Michael: if you create a brand new course, part of the creation is to make sure credentialing is appropriate for the course material. Faculty will make that determination at the course creation step if needs to be higher requirement than the SACS requirement. Especially true for faculty that have courses that cross disciplines.

Mark: the college has the right to establish greater credentials than SACS requires. Need to look at selection of faculty a bit more. You are taking on a lot of work. Is the faculty prepared to do this? Too much volunteer time.

Judi: Survey before Christmas to the entire faculty asking about whether they wanted a say in all of these items. The faculty said that they would. We are not asking for control, we are asking for shared governance. Dr. Drake would like the faculty to have input.

Mark: Some of this puts complete control in the faculty.

Judi: Dr Drake would like that.

Michael: the faculty awards the degree, not the administration or the board. This is higher education with people with doctorates and multiple degrees in some instances and we would like to be treated as colleagues. Most of the committees are administratively driven. Tenure is decided by administration, faculty selection is both, curriculum committee is administratively driven. We would like to have an established process that the faculty is involved with. For faculty selection the faculty recommends the finalist which is put forward by the administration to the president.

Mark: Academic Affairs big change. Tenure as well.

Next meeting is Wednesday, March 25th and Thursday, April 16th.