

Bargaining Session 6 – 1:30 PM  
4/15/09

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

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

Also in attendance: Robert Lamb

Articles 4, 6, 8 and 9

Michael – Revisit Article 4 – B Michael compromise is “provided by law”. Added B1 which moves the expiration date of the contract to the beginning of the Academic Year (August). New contract takes effect on the first day of the Fall Term. Makes everything easier to calculate.

Mark – Academic Year begins when?

Michael – Academic Year begins the first in-service day prior to the beginning of classes. Will be defined as we go through the contract. Problem is that not all faculty start at the same time (librarians – August 1, faculty 1-2 weeks prior to beginning of classes). This will allow us to start at the beginning of in-service. Academic Year is defined by student class days. So everything is TA-d before the faculty would be able to vote.

Mark – that should be fine. Signed it.

Michael – Article 6 – we were near agreement at last meeting. 1<sup>st</sup> thing 6.5B discussion about documents in personnel files, etc. Our expectation is that complaints will only go in permanent personnel file after due process and thorough investigation. Dean will investigate complaints and put them through thorough investigation. What goes in file is the detailed report with the recommended disciplinary actions.

Mark – language places too high a burden on administration. “only after investigation, substantiation and due process” problem with that. Student complaints will go into the personnel file anyway in an evaluative manner. Not public access anyway. May or may not be substantiated. Complaint may be simple. Due process may not be necessary.

Michael – if a student complains, the immediate supervisor should investigate. These immediate supervisors address the complaints with the faculty and that ends it. These items should not go into the permanent personnel files, just in the immediate supervisor’s file. However, if they did investigate and there was deemed to be a problem, that should go into the permanent personnel file.

Mark – this is verbiage that is redundant. May end up putting too much responsibility on the administration.

Michael – we got into this verbiage because of student complaints dealing with anonymous complaints in a sealed envelope etc. We had already agreed to remove that language. There is really no reason to deal with this at all within Faculty Rights.

Mark – we changed the language to fit with the new table of contents

Michael – the reason for this was because of the problems with Article 12 and how the complaint gets in the personnel file and remains there forever.

Mark – Article 12 has some anonymity to be able to be retained. The language doesn't need to be changed.

Michael – take all of section B out and put it into Evaluation area. We still need to discuss the permanent personnel file including access and protections. Keep “No anonymous complaints will be entered into or maintained in the faculty member's personnel file. That will be section 6.5B.

Mark – Article 6.6 – Intellectual Property – independent labors is fine, willing to agree to this. Brand new stuff on “substantial support”, equipment and etc. is muddying the waters. Recommend that we use the version of Article 6.6 that was presented 2 sessions ago. Overuse of BCC equipment is not a real issue here.

Michael – ANGEL system materials have been bogarted by BCC for use by the rest of the college faculty. The manner in which the content is delivered should have no effect on ownership of the materials. The product is the faculty member's alone. Intent is that our independent labor and thought is their property no matter what.

Kathy Cobb – consent or payment is needed if property is utilized by another faculty member.

Michael – keep 6.6 A, (delete highlighted area in A), B and F, strike C, D and E. Remove 6.11 faculty tuition waivers. New 6.11 (old 6.12) Enhancement of professional skills- incorporates existing reimbursement program.

Mark – wants to remove it.

Michael – college could stop the reimbursement program if its not in the contract.

Mark – title it tuition reimbursement and say we are entitled to it.

Michael – 6.11A – current plan does not cover parking fees (can be up to 200.00)

Mark – tuition reimbursement plan should not cover parking or anything else that the tuition reimbursement plan doesn't cover currently.

Michael – A would start out by removing the first line.

Mark – tuition reimbursement is the same for faculty as for the rest of the staff and employees. Administration may decide to do anything to the plan after approval by the Board and other agencies.

Michael – problem that he has with that is that the faculty has no insurance of the benefits. The second sentence in A is that the plan that will be in effect is the current plan unless there are increases in the money available. All else will be subject to bargaining.

Mark – if we're inclined to leave the 08-09, there will have to be language stating that the whole ball of wax is open to bargaining.

Michael – if tuition is increased at other institution, BCC has the ability to increase the quantity of the reimbursement.

Mark – will tentatively agree to it if add “prior to alteration or modification, notice will be given to the union and upon request

Michael – just add “without prior notification of the union with option to bargain or change”. B additional certification and training – permits the college to reimburse for conferences and seminars but doesn't require the college to reimburse.

Mark – C – doesn't need to be there.

Michael – prior approval given, then class is cancelled, what happens to the money? Can it be used for another course?

Mark – if we're applying a plan, it hasn't been an issue before. 6.12 credentials – SACS and other accrediting agencies. If the institution decides to do something above minimum required credentials the faculty needs to be invited to the discussion. Assuming we agree to “jointly determined”, we don't need a credentials handbook. Second sentence removed.

Mark – 6.13 – Selection of New Faculty – Change “the Board” to “the College”. 6.14 – Vacancies and Transfers – Change “the Board” to “the college” in A. In B change “the Board” to “the President”. B1 – problem with the “10 business days”. 6.143A change “shall” to “may”.

Michael – that would give the internal people advanced notice with advanced ability to apply and interview prior to the opening for the new people. This will allow the internal candidate to get a position prior to going to the expense of advertising for several different positions.

Mark – faculty's concern is that we get prior notification. Administration doesn't think that it would be a good idea to have several different committees set up and 2 different potential interview processes.

Michael – new process would be much more streamlined and all from the same campus. It is still the decision of the campus provost and administrative supervisor whether the person is selected. This will save external advertising and be better for students because the faculty member has already been “vetted” and is a known quantity.

Mark – questions on Process? Think we need to caucus.

Cathy Cobb – what guidelines does this committee follow?

Michael - Selection of new faculty.

Mark – 6.16 – Committees – College is interested in an Academic Affairs Committee as the overarching committee dealing with subcommittees of tenure, curriculum clusters, etc. Recommend that there not be specific committees listed on the educational side with an Academic Affairs Committee with subcommittees underneath it. Our handbook is too new to have so many committees in place along with the rules and regs of the individual committees. This will be a growth process. Can't jump over too many hurdles at one time.

Michael – many of these committees are existing committees at BCC. Problems with the calendar. Calendar, Professional Rank – no faculty involvement. Learning Resources, Instructional Technology, Liaison are all existing committees.

Caucus 2:40 PM

Resumed 3:30 PM

Mark - 6.14 – Vacancies and transfers – 10 days notice prior to advertising outside college. What you are looking for is notice and decision within 10 days.

Michael – expectation that if someone comes forward within that 10 days, then hold off on outside advertising.

Mark – want given notice and first consideration. They need notice and time to apply for the position (3 days)

Michael – 5 business days

Mark – 5 days.

Michael – must be business days (because of email access)

Mark – 5 business days notice and opportunity to apply for transfer.

Darla – similar to current staff transfers

Mark – don't need separate form or anything (there is a current employee application that will be accessible only by current faculty)

Darla – we can make it an easier system, probably. She will check this.

Judi – “5 business days notice to request a transfer to immediate administrative supervisor and HR.”

Michael – the administrative supervisor has a heads up.

Mark – Provost or designee will verify credentials.

Michael – remove “completing a request to transfer form and forward...”, Just submit and the Provost will forward the request to the appropriate campus provost.

6.14.3b – “The screening committee shall be at least 3 members and all members shall be from the campus where the opening exists.”

Mark – problem if there is a problem with finding someone for any area. Any committee called for must have enough people to be members of the committee that gets appointed. Always a handful of people that do all the work.

Michael – we are trying to fix that. Participation goes towards tenure and MCC.

Mark – 6.14.4 – want flexibility of time.

Michael – once the person has been interviewed, the Provost must approve or deny the recommendation (decision) within 10 days of the receipt of the recommendation of the screening committee and notify HR and the faculty member.

Mark – c. will read the campus provost making the decision will make the decision within 10 days of receipt of the recommendation of the screening committee.

C – If necessary, the administration will request qualified volunteers.

E. – change dean to provost

F – add “request transfer”

G – period after position. Delete the rest of the sentence.

H – OK.

6.14.4H.c. delete “Article 23”

6.16 – probably will not have language yet. Academic Affairs committee, etc.

Michael – consolidate the faculty only committees down to 2 supercommittees: Academic Affairs (Learning Resources, Academic Technology, Curriculum Clusters) and Tenure (Sabbaticals, Professional Development, Professional Evaluation/Enhancement, Tenure). That removes Liaison, Calendar, Insurance and Instructional Technology. Liaison would cease to exist. Calendar, Insurance and IT would have both Administration and staff representation as well as faculty.

Mark – other concept – Administration would have an ex-officio member with no voting rights. 3 credit hour release time for AA chair, did not contemplate that for tenure.

Michael – Tenure is a very large committee and has a lot of responsibility so needs some release time for the chair.

Mark – they will take a look at that.

6.17 fine

6.18 fine

6.19 subject to the agreements with organizations.

Darla - Email accounts – doable except that if they don't open the email it will get bounced back to the server. Also, if the retiree doesn't want it? They don't have to have it!

Norma - Electronic resources at the library – they are checking into that.

Mark – subject to agreements with organizations should cover that. 6 pretty much done, but wants time to review once more prior to signatures. We are in agreement. Tentative agreement on Article 6.

Article 5 – Union Rights – everything is numbered article 7.

Michael – was going to put Management Rights first. There are bits and pieces of this article throughout the current contract.

Mark – it'll take a month to do cut and paste from the old contract.

Michael – the information is embedded in the material for easy access.

Mark – In what was Article 5 in dues – there are 10 sections about fines, fees and penalties, written authorization for the administration etc.

Michael – if we only have the right to assess dues, we don't have the right to do fines etc.

Mark – take out special assessments. We don't want them in the language? We should leave the 10 sections in current Article 5 to make sure there is adequate protection for both Union and Faculty and Administration. Release time – the college is not willing to do that. 9 credit hours for 2-3 people is too much for grievances, arbitration etc occurring during business hours.

Michael – institution has operating hours during which a lot of the union functions need to occur. This is not truly release time. It requires the faculty member to be able to leave and do union duties without penalty.

Judi – shouldn't have to take personal or professional leave to do union duties. Shouldn't be teaching time. Office hours need permission to be gone.

Michael – Administrator is the person who has the final decision.

Mark – language is the way it is actually working.

Judi – we want the language clarified so that all the provosts are on the same page.

Mark – they need to reexamine the situation. Was confused. In B however, release time is not OK with the administration. C is fine. 7.3 Internal Mail Service – currently have permission through Dr. Drake.

Judi – we would like to have this in the contract as a right. Judi and is currently the only one who can access collegewide distribution for full-time faculty. Judi and Amy also have access to YAHOO group.

Mark – access to collegewide distribution list. Remove C in College (should be small c). Bulletin boards.

Judi – bulletin boards are not often utilized. Email is generally used.

Michael – 7.4 – remove second sentence.

Mark – 7.5 – Access to Facilities – what is this

Michael – copy machines, classroom for training or meetings, administration gets to bill the union for copies.

Judi – there is no Index number for BCC UFF

Michael – currently all the copy costs comes from either Judi's Academic budget or Michael's pocket.

Judi – Dr Drake says UFF has an outside account like a vendor.

Mark – 7.5 D “Each campus President...” should be changed to “Each campus Provost...”. 7.6 – office space – office space is at a premium in general but we need a space for the union's records that is semi-permanent.

Judi – need something that 4 or 5 people can get into comfortably.

Mark - 7.7 – Access to information – concerned with the list. If we want a list of the budget that's ok. List of full-time faculty need specifics.

Michael – most of this is in the old contract.

Mark – 7.7A.3 remove “certified”

Darla - 7.7A.4 some faculty members have requested exemption from public record.

Mark – 7.7 B – do we need this since the restructuring? Needs Improvement faculty review language may be a problem.

Judi – union cannot approach a faculty about a grievance. They must come to the union. With the Board information, Judi only gets the public information, not the private determinations.

Michael – 7.7 B End second sentence after Academic Affairs Committee actions.

Mark – 7.7C – is this necessary?

Michael – would be easy to do if the UFF was on the same distribution list.

Mark – 7.7C copies take this out. 7.8 – ok. 7.9 – how many meetings is this?

Michael – any time we have campus-wide or college wide meeting or in-service, BCC UFF should be allowed to speak.

Mark - Last line of 7.9 – don’t push your luck.

Michael – administration can’t buy lunch for the faculty who tend to disappear during in-service, so BCC UFF would provide the lunch for the faculty and a collegewide meeting.

Mark – silly

Judi – not so much the lunch as the meeting that is important.

Mark – doesn’t belong in the collective bargaining agreement. They need to look at the information for awhile.

For next week – Article 10 - layoff and recall and Article 9 – Tenure  
Still to do - contracts, faculty working conditions, the rest of Article 9 (evaluation and faculty development), grievances and arbitration, discipline, faculty leave, benefits. In May – Economics – compression inversion, equity issues as opposed to raises.

Mark – we are really potentially looking at wage reductions or furloughs.

Meeting adjourned 5 PM.