

Bargaining Session 7 – 1:30 PM
4/22/09

Administration in Attendance: Cathy Cobb, Beverly Slaughter, Darla Ferguson (alternate), Ethel Newman, Marian Shelpman, Chief negotiator: Mark Levitt, Ona Kim

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

Michael – article 6 – only thing that we had not reached commonality on are the things that are still underlined (one sentence on 6.1 and committee stuff at the end 6.16) We are down to 2 committees (Academic Affairs and Tenure) with subcommittees beneath them. We need to get language together defining them.

Mark – 6.1 – prepared a paragraph to replace the original proposed language. If they are going to make a change, they will give us notice and ability to discuss. 6.12 – typo – 1st SACS doesn't need to be there. 6.13.a.1 – committee shall consist of 4 faculty members, the majority of whom... 6.14F – three years from the transfer request or transfer date.

Michael – intent is that you stay in the position for 3 years. Will make a difference for grievances.

Mark – 6.16 – Academic Affairs separate from Tenure – do we really need another committee? Could all be under Academic Affairs – as far as the make-up of the committee b3 – rate is the adjunct rate, not the overload rate

Kathy – is the same rate.

Mark – on 6.16.b4 – is it going to be a handbook, etc is not important – should say will mutually establish procedures for the Academic Affairs Committee. These committees may establish other subcommittees may not need to be in there.

Michael – the college and UFF BCC will mutually establish committees and subcommittees. Different loads between Academic Affairs (ongoing appointment) and the Tenure committee (once or twice a year). Difference is enough in our mind to have 2 separate committees. So, want the same language in both committee's verbiage.

Mark – We don't think its appropriate for release time for the Tenure committee because of the sporadic nature of Tenure. Academic Affairs they are willing to allow the release time.

Michael – Release time should be in the Spring term because that is when the majority of the work will need to be done. The work load in the fall term would not be sufficient to warrant release time.

Mark – Third tier on committees (calendar, IT, Insurance) administration is not willing to relinquish control on any of these committees. Propose that faculty will participate as voting members of the following committees without affecting the rest of the membership. As far as the calendar, they do not want to release control and want the calendar to remain in administrations hand but will allow input.

Michael – there is a process for the union to provide input to the calendar. Essentially, the union proposes the calendar 2 years in advance according to the old contract. It has been ignored. Article 26.

Mark – has the union ever submitted the calendar?

Michael – currently, it is a non-communicative process. Would be better if there was a committee with representatives from faculty and administration. Goes on to say if we submit and yours is different, then the calendar must be negotiated. Considering the current language, would be simpler to work on it by committee. Can respond instantly to any discrepancies. This would be collaborative calendar.

Mark – how about “the college will consult with the faculty prior to submission of the new academic calendar”

Michael – there is a committee.

Cathy – Dr. Astrab, Stephanie Burnett, and Lynn Demetriades are the two members of the calendar committee.

Mark – the college will consult with the faculty prior to submission will take care of it.

Judi – the calendar significantly affects certain programs, especially in Health Sciences.

Mark – assume we have a calendar and we tweak it.

Judi – we are on the K-12 system. We are all busy. By the time we think about the calendar, we have it in our hands. If we have it prior to the publication and we had input, we'd be in better shape.

Mark – consultation would be appropriate without a committee.

Ethel – faculty will be included in development or generation of the calendar. Would that be reasonable?

Mark – so calendar is not a committee any longer, just put the new verbiage in.

Mark – transition to Academic and tenure committees aren't going to be in place immediately. So, need language in place saying that the status quo will remain in place.

Michael – current candidates will not be in the pipeline for the new system until we can get the accommodations for these folks until we can get an MOU in place to get together to distribute to the faculty with the new rules and regs.

Mark – we all know that committees can get bogged down and have problems prior to the implementation of these items.

Michael – impact to HR and provosts can occur, etc.

Mark – language should be in that say current situation will be status quo until new language is in place and MOUs are established.

Mark – 6.1 – proposed language – In the event the college intends to modify any right, privilege, or benefit enjoyed by the faculty, which is not specifically provided for in the Agreement, it agrees to give notice to the Union and an opportunity to discuss any changes that are contemplated.

Michael – “discuss any changes PRIOR to implementation.” Also, “nothing in this section can preclude the Union collective bargaining.”
3 year limitation in 6.14F 3 years from request of the transfer is fine.

Mark – Committees will make recommendations to the President – that is a given. Tenure requests should all be passed on to the President – President should have the option of granting tenure even if the committee does not recommend it on a faculty member.

Michael – committee is not in a position to develop what is included in Tenure. We are not willing to give up our ability to bargain Tenure

Mark – that’s exactly what we are proposing. The committee should make the rules. Each committee have to approve this etc.

Michael – Article 5, Tenure and Recall – Article 5 – considerable difference from last week. Noted your concerns (Membership dues, etc.) We spoke about most of this the other day.

Mark – 5.1F – Deductions should stop when the employee tells both us and the Union. Current language says the employee terminates with the Union.

Michael – issues at play: members that dealt directly with payroll, that generates a problem with figuring out who the members are. You mail a check to Tallahassee which sends a report back to the chapter. We cannot meet them, apprise them of their benefits, we don’t know when they quit which is a potential problem with grievance. Change the bylaws in many situations (similar to a lease of an apartment). People join the union because they have a problem and quit when the problem goes away and then re-up when there is another problem. With this language, there is a waiting period prior to enactment

of union rights. By the same token, you can drop whenever you want, but the deductions will remain in place for the balance of the year.

Mark – statute says the employee must be able to quit the union within 30 days. We cannot stop payroll deductions. Should say that “30 days written notification of union and the HR”.

Michael – when the paperwork is sent to Tallahassee, send a copy to the union so we can figure out what’s going on.

Mark – use same language currently in place on the union contract.

5.2A – OK, 5.2B - College is not willing to provide any release time or credit hours to the union representatives at all. That is their proposal.

Michael – willing to discuss less than 9 hours, but not zero hours.

Mark – unions pay representatives, etc in other places. Dues should cover this. With all due respect, this is against the interest of the college. Don’t think you should be paid for doing this.

Michael – this is not getting paid. This is only for things that have huge inputs of time should be compensated. For example, the chief negotiators should be paid. On a regular daily basis, Judi can’t walk away from school. She does most of the union duties are done on personal time. Dr. Drake was very surprised that the Union President doesn’t get release time. Chief negotiator is once every 3 year deal, Union President is a daily thing.

Mark – We will consider it and make a counter proposal. As an employer, we’d rather operate union free and have a faculty senate without union participation. We aren’t going to pay you for doing something that is not in our interests. It is adverse to our interests. Not speaking for Dr. Drake here. 1st Article A – time off to work through things is fine. Release time is not the same thing and costs additional funds.

Michael – on 5.2B1 – how about 3 credit hours?

Mark – that’s a crack in the door, next year you’ll ask for 6, etc.

5.2B2 – is fine.

5.2C – ok,

5.3B – 1st “Board” is OK, other “Board”s should be College.

5.3C4f – date of Birth is protected/privileged information

Michael – date of birth is important in determining drop date. drop date may be important if they are aged out, etc. Important for special workshops for targeted mailings by the union.

Darla – drop date doesn’t impact their status

Mark – 5.3C4 second f – should be as permitted by law.

Michael – if they exempt addresses the union still has a statutory ability to get information.

Darla – exempt employees cannot be directly contacted by the union.

Mark – have two emails and campus in that section as well.
Date of tenure award

Michael – have lots of tenured faculty already.

Mark – 5.3C5 – application dates of the faculty to be considered should be “eligible to be considered for tenure...”

5.3C7 – all on line so we don’t need to hand it out to all faculty.

Michael – Part-time Faculty Handbook? There isn’t one.

Mark – 5.3C9 – We are not going to give you access to a computer (confidentiality).

Michael – many schools do that, and alleviates printing copies of everything.

Mark – 5.3E – Darla is the Executive Director of Human Resources. We can set up a duplicating account in Repro for the union.

5.5 – “The Union through its designated representative will have the right...”

Michael – the president, the membership chair, limited usage only.

Mark – can we put “ the union through its agreed upon representatives...”

5.6 – fine. 5.7 Union Office – space is very tight.

Judi – we will share a conference room, but we need a lockable file cabinet.

Mark – you’ll buy the file cabinet

Judi – my office doesn’t have space for the union materials. Need space in one campus for supplies, meeting space and a locking file cabinet.

Michael – we don’t want to have to move all the union materials from campus to campus.

Cathy – what if we had a space for your stuff and you were able to get meeting space wherever.

Ethel – what about dedicated storage space.

Beverly – I couldn’t find space on my campus.

Michael – there should be a phone, an office space a physical location at which the materials could be located that should be permanent and localized in one area.

Beverly – there is no space.

Mark – “will endeavor to provide space”

Cathy – a corner of an existing storage room with a phone extension that you could retrieve messages from as well as access to meeting rooms.

Michael – many schools end up giving a storeroom because they are not considered offices or classrooms.

Mark – need to figure out if a space exists in the first place. Could also leave it off the contract or put endeavor to find space.

5.8 - OK

5.9 – second paragraph – wants to put “college may...make a presentationto be distributed” at the discretion of the President

Michael – we negotiate the contract for when there are potential problems with the administration if Dr. Drake is not running things.

Mark – by same token, we don’t want to put that language in the contract.

Caucus 3:12 PM. Resumed 4:05

Michael – Article 6 –

Mark – 6.12, took out the wrong SACS (First one, not the second)

Michael - put in “...SACS and/or other accrediting agencies...” in the second paragraph. Reprinted the page for TA

Mark – page 9 – 6.13B3 at the bottom change “overload rate” to “adjunct rate”.

Cathy – is not an overload, it is adjunct pay because they are not under contract at that time.

Mark - 6.16D – Vice President of Academic Affairs should be President.

6.16C2 – credit hours release time, must speak with the President to see what he says.

Michael – did not change the language because of the wording in the statement. Will depend on need due to workload. If there is no workload, there is no release time.

Mark – cannot sign off on that without the President’s approval.

Mark - Article 5 – not ready to sign off on that because of the release time in 5.2B1. Will not sign off on 3 credits release time. Other than that, the rest has been agreed to. Access to the campuswide meetings is in which sections?

Michael – there is another place with almost identical language in Article 4 as well in orientation of new faculty. 5.9 is access to all faculty.

Mark – we will be checking all of this again.

Michael – We hope to give you a new matrix which contains where all the new language and old language are located.

Mark – Article 5 – List will be updated...Page 4 – number of accrued sick leave days...

Michael – sick leave pool – gives available sick leave balance.

Mark - would like to take that area out.

Union office – still not in agreement. Need to continue to assess feasibility. Open on article 5 is 5.7, 5.2B1

Michael – 5.2B1 stems from some conversations with Dr. Drake from some time ago if we could get them in the contract.

Mark – we will be discussing this with him.

Michael – we have made the other changes requested. 5.3C7 – that was moved to the end of the section and added “will be maintained on the college website” (Darla).

Article 5 and 6 are good except for the trouble sections listed above

Michael – Article 9 –

Mark – conceptually – how much should the committee decide, how much should be in the bargaining agreement? Do we put in what’s required or leave it to the committee to decide? Unanimity/quorum, etc. on decision making? Must be recommended by the committees to the President is a sticking point. Tenure timeline: should the committee make the dates or should it be in the agreement? How much time the campus committee has could need to be increased or decreased depending on situation. Some dates may be needed, but all probably don’t.

Beverly – window of notification for non-renewal...should be not acquiring tenure but is put on 4th year annual contract for a variety of reasons (switching campuses, pregnancy).

Mark – faculty themselves may have the option of being placed on a 4 year tenure process.

Michael – pregnancy/maternity leave.

Cathy – what if they are doing a poor job and I want to fire them. I don't want anyone demanding that they can be put on a 4 year tenure.

Holly – if someone has been on the three year plan and have been denied tenure by the committee, they can still get renewal?

Michael – no they are gone. if a faculty member put in three years and they aren't good enough to get tenure, they are not ok to get another annual contract. Once they commit, they must complete the tenure process or leave after three years. Temporary full-time faculty, fyi. Tenure track is up to the faculty member in that situation. Should they be penalized? Should that one year position not have that first year counted? This would be in the 4 year track. This is grant funded or temporary full-time faculty. Every faculty member is hired on tenure track.

Darla – How would USERA be affected? That will be in Article 8.

Mark – someone applies for tenure and doesn't get it, faculty wants them gone, no fourth year contract. Is there a reason to keep them?

Cathy – close a program

Ethel – if they have potential, but haven't met competencies that may be increased.

Michael – people should know every year if there are deficiencies that need to be improved, so all along the process they are evaluated and will be able to be addressed by the administration. They will have at least one semester to improve.

Ethel – two evaluations are incompatible (one was adequate, the other was not) needed two years to assess the recommendations.

Michael – this is someone in their third year...

Ethel – no consistency in some situations with the administration.

Michael – evaluation will be different when we have finished the contract. We are trying to protect the interests of the college.

Mark – the faculty wants them gone, the administration wants them to be happy

Michael – tenure is not the guarantee of lifetime appointment. It requires work, evaluations and effort to acquire tenure. Every class and every term will be evaluated. Evaluation piece will be put out next meeting.

Ethel – scenario that was given early – leave of absence is not counted for tenure.

Michael – this language is straight out of statute. 3-4 years of work in a 5 year period.

Mark – we can deal with the extraordinary or special circumstances later. The meat of the article is more important. HCC's plan is meaningless for us. Can't jump from nothing to a completely new and unique system. There has to be some experience on the system.

Lynn – the requirements are not onerous and we are doing this anyway.

Michael – we don't want to be changing this every year. If we can put something in place for three years that can be tweaked over time. People in the pipeline currently will have an interim plan. People hired from implementation of the contract on will be in the new system.

Lynn – this is not incompatible with what the administration currently has in place.

Michael – we will be having faculty workshops beginning in the first semester on the job including the portfolio and the requirements for tenure, etc.

Mark – We can't really make a decision without the evaluation piece so we can see how it fits together. Create a comfort level with the material.

Norma – most of this is what is in place currently for the MCC.

Michael – this is far less than what is in place at HCC.

Mark – so this is the tenure concept (Article 23)?

Michael – yes, this is part of Article 9 (professional development). It is more than just maintaining continuing contract.

Article 10 – Layoff and Recall – formerly RIFT – very little change. Instead of limiting the person in the area that they are currently teaching they can move to another area in which they are qualified to teach.

Mark – if they are teaching one discipline and they are still qualified to teach history, do you keep a teacher or not?

Michael – can define specific layoff units.

Adjourned 5:00 PM