

Bargaining Session 8 – 1:30 PM  
4/29/09

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

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

Caucus ended 2:50 PM

Mark – 6.16C2 will agree to this. Workload, who a person is, etc. may end up causing problems. Release time may be problematic or not depending on situation.

Signed Article 5, exceptions 5.2B1-5. Signed Article 6.

Article 10 –  
Michael – most is existing language with minor changes

Mark – April 1 date may be the critical date for making decisions. Is it a layoff if not being renewed?

Michael – is not a layoff if not renewal. Is a layoff if closing a program. Need 6 month notice to get people through the program before closure. Right now is 4 months. 12 months at the University. 6 month is a reasonable compromise.

Mark – in favor of giving notice, but can't tie the Boards hands to prevent response to emergencies.

Michael – here people are either tenured or on track for tenure. When limit workforce to those groups of periods, you have a contractual relationship through the end of the contract (spring term). For tenured person, if they are let go

Mark – what if you renew them and the budget is slashed, and we stop a program,..

Michael – you have passed up the opportunity to get a new job in April, you owe them 6 months in order for them to find another job.

Mark – this kind of situation would only occur if there was extremely urgent situation.

Michael – we are actually only talking about 60 days notice prior to termination (current language is 4 months). Probably won't lay off in middle of semester. Expectation is that if you are laying someone off in the end of the spring semester, you will give them notice in October.

Mark – that is a lot longer period. WE are talking financial urgency.

Michael – textbooks have already been ordered, students have already registered for the course, so significant student impact if you don't let them know 6 months ahead. Gave great consideration to the budgeting and planning cycle. At university it is 1 year notice. I am a firm believer in making sure that faculty is not going to take out frustration on the students in the classroom. Lame duck faculty. There is also a provision for extreme circumstances for the administration.

Mark – if we agree to 10.1 E1 – there should be 60 days notice not 120 days.  
10.1E – all unit members qualified to teach within an affected academic discipline... is it your intent that they can be transferred to a different department and can request transfer (seniority will be considered). They will not get kicked out if their program is terminated if they are qualified to teach another discipline if they have more points. I have a problem with supplanting a good teacher within the discipline for a teacher who has been teaching something else.

Michael – if you take all the points available, they shouldn't be gotten rid of.

Mark – Right now, you don't have any language re: cross qualification.

Caucus – 3:20 – 4:05 PM

Mark – don't know whether would be 30,60 or 90 days notice. Unusual or unforeseen circumstances. General rule of 6 months. Still have a problem with 10.1E because of implementation issues. Is “qualified to teach” the same as “credentialed?” Do we have to go back through everyone's file?

Michael – would be the faculty's responsibility to point out that they were credentialed in another area. There are 3 reasons to get rid of a program: not enough students to support program, not enough students in the school, not enough faculty to support the program. Credentialing is not the same as qualified to teach. May need further stuff to renew credentialing (CEUs licensure, etc.)

Mark – then we shouldn't have to give them the opportunity to go back to school and get credentialed. It is the faculty's responsibility to maintain dual certification and credentialing (current with professional and statutory licensure).

Michael – agreed.

Mark – RIF – how do you get the points in a non taught subject? Does the RIF apply from the points acquired in the original subject or the new subject? Difficult to figure out the procedures. How important is it to place this onus on Darla or the Provosts? Doesn't the current language protect them enough?

Michael – doesn't see as a problem because the situation is probably not going to be very common. Computer Science as a general example. Burden is on the faculty to self-identify.

Mark – what if you are a bad teacher in Speech and a good teacher in English? Maybe you should let us know in advance that you are capable of teaching another subject?

Michael – multiple certifications are helpful in case you can't teach the primary subject.

Mark – as I keep rereading E, none of this matters and this just means that we don't have to do this. The article just says that the Board will consider the point score, not that it will use it in making the decision. Maybe we're arguing over nothing.

Linda – under 10.1.E2e - "...performance evaluations for 3 successive years..." we don't do evaluations every year, so won't be relevant.

Michael – can we put "the last two performance evaluations..."  
Have we ever considered graded evaluations?

Kathy – the evaluation process has been bargained.

Michael – we are leaning towards "unsatisfactory, acceptable but needs improvement, satisfactory, meritorious/outstanding" 4 categories for evaluation. So would translate to minus points for RIF if unsatisfactory, 0 for acceptable, 1 for satisfactory and 2 for meritorious. This would give a better indication of how well the faculty member is doing their job. We don't give students pass fail, why should we give that to the faculty? Recommend that we TA for now and sign pending the evaluation for this section.

Mark – 10.1D – gratuitous statement "The Board's loyalty to its long term employees is noted, therefore" should be removed. 10.2 Recall – was this not in the old contract?

Michael – not new language except in 10.2.2 – "email notification..."

Darla – have had several folks with no emails

Michael – would be a significant time and mail savings if we have an email address. If you are laying people off, 2 years is not an excessive amount of time for notification to be given for a recall.

Mark – right now we don't have to do this, but it's probably OK.

Michael – anywhere it says "qualified to teach" will be changed to "credentialed and qualified to teach".

Mark – willing to sign the TA for Article 10.

Mark – all of the "Board"s should be "College".

Signed Article 10.

Article 11 – Tenure, Promotion and Rank

Mark - do we really want 11.1B3 “unanimous recommendation”? What if it’s someone that not everyone likes?

Michael – if it requires a unanimous decision, then means that you must have consensus.

Mark - 11.1B6 take out Chief learning officer throughout Article. Provosts no longer report through Astrab. 11.1B7 Board of Trustees do they recommend?

Michael – consent item, so is not voted on.

Judi – they have stopped doing this over the last few months.

Kathy – anyone can pull it off if it is consent item.

Mark - only thing that can’t be a consent item is financial.

Michael – don’t think personnel actions can be delegated. So Board makes no decisions regarding tenure, faculty hiring and firing, etc. This will be researched and if we can take it off, we will.

Mark – administrative evaluations are private between administrator and faculty

Michael – faculty must share info if want tenure.

Mark – president would like to see names that do not make tenure through the faculty process.

Michael – no problem with sending recommendations for both tenure and non tenure through the president. The process is grievable, the decision is not grievable. The process can be reviewed, the decision may not be challenged.

Mark – anyone denied tenure may seek review of the process by the President. It is not a formalized grievance as much as a procedural review.

Judi – the process is able to be reviewed, the decision is not. Current language says that non tenure is not grievable, but the process is.

Michael – the intent is that the decision of award of tenure or continuing contract is not grievable, the process and procedures of the tenure committee will be.

Mark – do we really want all these time frames in here (11.1C)?

Michael – as long as we have a reasonable start and end date, we’re good. We can add an Appendix with the actual dates after the Tenure committee meets and develops the

schedule and rules. Will have to be a tight schedule in order to deal with the decisions in a timely manner. We want people to be successful.

Mark – time frame proposed actually looks good. Very tight schedule.

Michael – April 1<sup>st</sup> is a statutory date, so the Board meeting date in March is non-negotiable. Don't want to start the process until the beginning of the spring term.

Instead of first week in March, February 21 to the president? Then the Board meeting will be the third Monday of the month. Then the other dates can remain the same.

Michael – the Provost has their recommendation line and the faculty have their own recommendation line.

Kathy – provosts would like a copy of the recommendations made by the faculty committee.

Michael – portfolio access by provost and faculty.

Mark – portfolio will be passed on to the campus and department committee, then give recommendation to the provost and president.

Michael – on 11.1C5, the portfolio is sent to the Campus Tenure committee, not the Department chair and/or program coordinator. Faculty discussions and recommendations from both the faculty and the provosts give the president a broader idea of the value of the employee.

Mark – 11.1D – we did not reach resolution of this subject in the previous article. We still think it's a little short. Would like a 4<sup>th</sup> year option available. College wants the opportunity to offer a 4<sup>th</sup> year annual contract in some circumstances.

Michael – we will have to discuss.

Mark – 11.1E is fine, but the above situation is not addressed. The only challenge process would be the tenure process.

Michael “ ...denial of tenure will not entitle the person to reasons for such actions or to follow the grievance procedures; however, this shall not preclude the use of grievance procedure to determine whether the tenure process and procedures were followed.

Mark – Maintenance of continuing Contract in existing contract – 3 or 6 year just done last year. Not the same between 18 and 19 in current contract.

Michael – we forgot to do the 6 year option.

Mark – 11.1F – would like to keep current language (granting of leave).

Michael – this is if they are going to be leaving town to get their dissertation presented or presentation at a conference.

Mark – we are trying to guard against unreasonable demands.

Michael OK, instead of “provided”: “The granting of professional leave when requested in advance by the faculty members...will not be denied.”

Mark – Promotion is not currently in the contract.

Michael – one piece is currently in the Appendix – salary schedule. Categories are based on the same schedules. Expectation is that salaries will reflect the degrees. These were old steps from a long time ago. So Appendix F is coming out entirely. Rank will also depend on degree and years.

Mark – 11.2D – evaluations are said here to be annual

Michael – evaluations can be 5 years apart in the current system.

Mark – need 2 evaluations minimum

Michael – since we have a 3 year plan, propose can ask to be evaluated at any time in the 3 year period to get an improvement in their evaluation, so potentially could be 2 or 3 in 5 years, and at least 2 must be satisfactory.

Mark – we will consider this. What if we hire a person with lots of experience at another university. Are they going to have to start at the bottom?

Michael – no institution in the country gives non-tenured full-time faculty a title other than instructor. After the 3<sup>rd</sup> year (tenure) they get Asst professorship.

Adjourned 5:00 PM