

July 11

SBFA Negotiation Team: Paul Cartie, David Michalak, Julie Martin, Karyn Moyer, Kennie Leet, Tim Skinner

College Negotiation Team: Laura Hodel, Penny Kelly, Racquel Smith, Michael Sullivan, Colin Leonard (lawyer)

As stated during the last negotiations meeting, the FA emailed C. Leonard information about classes that were cut by the college but were needed for graduation. At the start of the meeting C. Leonard asked what process the FA used to gather the emails about cut classes that the college asked for last meeting.

FA: Started with the Academic Advisors and also reached out to Chairs to gather the information that was forwarded.

We then continued the process of going through the FA's proposals:

Article 41 - FACULTY ASSOCIATION

- FA: Increase release time for the FA due to the time it takes to manage the Dental Insurance - last time we asked the college to take this over, this year we did not put that into the proposals, but are asking for more time to do it.
- Asking for more summer hours for the FA Vice President to account for cases when the President is unavailable over the summer. This will also allow the Vice President and President to work together in summer.

Article 49 - PROFESSIONAL DEVELOPMENT RECOGNITION INCREMENT FOR NON-CLASSROOM/PROFESSIONAL FACULTY - section D.1

- FA: Currently the make up for non-classroom Recognition Review Committee does reflect the non-classroom constituents in the FA. The proposed change also brings the RRC closer to the Faculty CPE - making it more equitable and consistent with classroom area.
- C. Leonard: to confirm, you are not asking for any other changes to this article beyond the change to the RRC and the Increment Adjustment increase. FA: correct

ARTICLE 50 - DISTANCE LEARNING

- FA: there is a typo here - should be "not limited to" instead of "limited to". The FA feels that this will help faculty better prepare courses for our students.
 - After discussing this, it was decided that the "not" does not need to be there because we are not trying to include F2F courses with an online component
- C. Leonard - this is a big change. He questioned the idea of paying faculty to develop courses by asking: "What if it is a complete sham? What if it is a course that doesn't have anything to do with the college curriculum?"

- FA: We don't know why a faculty member would create a course that does fit into the curriculum.
 - C. Leonard - this is why we have checks and balances
- C. Leonard - what was the original language in the first paragraph of Article 50? FA: "fully online" C. Leonard - so this is an expansion? FA: yes
- P. Kelly: How do you define "online component" since all courses at least have a Brightspace shell?
 - FA: we aren't thinking about courses that have the M designation where the expectation is that all participation in the course will occur on campus.
 - Question about "synchronous" - FA clarified that there is no classroom part to this type of course, simply a zoom option on specified days and times

ARTICLE 50 - paragraph discussing quotas

- FA: We want to expand the opportunity for online courses to run
 - C.L: how is "online" defined here? FA: we meant fully online, asynchronous courses.

The College negotiation team asked for a caucus at this point.

ARTICLE 50 - paragraph discussing quotas

- FA: We want to add in the language "to the minimum" and "by department chair" to the sentence about exceptions - the rest of language stays the same
- FA: Want to set the max to 24 - if course needs to be overloaded by 1, faculty should be compensated for the extra work of the additional student.
 - C. Leonard - if the student gets moved to a new section, what happens to the \$200? FA: the faculty member does not receive the money.
 - C. Leonard - you have a Bargaining Member making a decision that affects other Bargaining Members - do you see a problem with this? FA: no, the Chair is an elected position. C. Leonard - but this divests the control of the Admin on the running of the college - we will never give that up. Does the Chair need to think about the budget? FA: they used to
- FA: Under the "Faculty Load" section, we are just making sure the language about online courses remains consistent with the rest of the changes suggested in the proposals for overloads.

ARTICLE 52 - SHARED GOVERNANCE LEADERSHIP

- FA: just changes names to better reflect the Shared Governance
 - L. Hodel - there was an MOU when the structure changed - she will send a copy of it to the FA
- Fa: increasing compensation for Shared Governance leadership

- C. Leonard : What was the compensation before? Is it all the numbers that will be increased by \$500. FA: yes, increase each amount by \$500

ARTICLE 54 - FAST FORWARD/ CONCURRENT ENROLLMENT

- FA: We have some departments that have a lot of Fast Forward courses. We feel that these departments should have more release time to help manage the Fast Forward courses.
 - CL: do you know what departments have a large number of FF courses? FA: Foreign Language, Math, English, HPSS

ARTICLE 59 - REMOTE WORK

- FA: New Article for Remote Work for non-classroom faculty
 - C. Leonard does management have any role in approving remote work? FA: no, unless the Director/Supervisor of a particular department is an Admin position
 - C.L - what is the reasoning? FA: help members - for instance, if a child is sick the employee could do work from home, but could not leave the child at home alone
 - L. Hodel - so they would not use sick time? FA: correct
 - L. Hodel - so they would be using remote work for child care? FA: in that particular example, yes, but they would be working.

ARTICLE 60 - NON-CLASSROOM ASSIGNMENTS - 1. Assigning additional duties

- Part A - FA: Primarily the new article addresses assigning additional duties. There is language in the current contract that would trigger this. There should be a reasonable expectation of limitations to “performs other activities as may be assigned by the...”
 - C. Leonard : can you give an example where this has been an issue?
 - FA: the Staff Associate title - it seems to have become a catch all for lots of different work and they may be asked to do work that is outside of what fits within the reasonable duties of that particular Staff Associate’s duty.

Tech 2As description is also rather broad and they have been asked to do things outside what seems reasonable.
 - C. Leonard that is 2, are there any others? FA: not that we can point out at the moment
- Part B - C. Leonard what happens if the FA President and College President or designee don’t agree on the timeframe? FA: the work would not get done until there was an agreement.
 - C. Leonard if the college says you still need to do the work, then the FA would then file a grievance? FA: yes
- P. Kelly - is it the job descriptions should be consistent for all areas or are you asking for something else? FA: no - we are not saying that all the Staff Associate positions have to be the same. Just want to protect all of them from having more duties assigned to them that are outside of their original job description.
 - C. Leonard do you have specific examples where this has actually happened, rather than just these positions being susceptible to this type of event.

P. Cartie - yes, and MOA was signed for a HS position that was asked to do work outside of their duties

- Part C - C. Leonard: you are asking for more money, but also removal of duties? FA: not necessarily in all cases

ARTICLE 60 - NON-CLASSROOM ASSIGNMENTS - 2. Overtime/Overload assignments

- Fa: Establishing overtime in the contract for FT non-classroom faculty. They would get priority over non-classroom adjuncts. Providing consistency and equity between constituencies within the contract - classroom overloads and non-classroom overtime.
- C. Leonard - no articulate limit here? FA: there is not, but we see that there may need to be a limit. C. Leonard - but this is not in the proposal. FA: correct, but in the spirit of negotiation we are letting you know that we are open to adding language about a limit to this proposal.
- FA: Clarifying the pay rate. Paragraph 11, page 29 is the table that we are referring to in this section.
- FA: Establishes right to continue overtime assignment - establishes consistency with the continuation of overtime like the classroom faculty have with overloads

APPENDIX A RESPONSIBILITY ADJUSTMENT

- Proposed changes understood by C. Leonard

EXHIBIT A

- FA: just cleaning up titles and adding new positions currently not in the contract
- C. Leonard : do the grades match positions? FA: yes, we are not moving any positions or asking for anyone to be moved up
- FA: we feel that any tutors who are non-students should have the opportunity to join the union

Session ended after completing the FA's proposals.

Aug 5

FA Negotiation Team: Paul Cartie, David Michalak, Karyn Moyer, Tim Skinner

College Negotiation Team: Jeff Anderson, Laura Hodel, Penny Kelly, Racquel Smith, Michael Sullivan, Jeanette Tillotson, Colin Leonard (lawyer)

FA Responses to College Proposal

Wanted some more clarification about deleting Article 53: Surveillance entirely. Is it the College's position that the entire Article is inappropriate?

- C. Leonard: historically – it was one person's experience and it is an example of creating problems when there are none. What do you feel is the need for the Article?
- FA: We have record of an email from Dean Kinney to the head of security at the time requesting a record of coming and goings of a former faculty member – and Tim Skinner was also being monitored.
 - *Copies of the emails were given to College team.*
 - Tim spoke about his experience and how uncomfortable it is to have his comings and goings mentioned in the correspondence.
- C. Leonard: has there been anything like this since in the 11 years since this?
- FA: no, but we feel that is because of the language in the contract. And in the past couple of years have had conversations with Dr. Ross-Scott about camera placement that have referenced the current contract language. Instead of creating distrust, it has given a good foundation for conversations.

The biggest thing we'd like to learn from the College is the general wage increase from the College.

- C. Leonard: we will probably counter from your proposal – we don't generally start with a proposal. We haven't come up with a number set, but we expect to discuss economics towards the end of the process. Do you have any other questions about the College proposal?

We are going to need to understand the college's perspective on the economics in terms of the health insurance proposal. Pretty modest increase last year.

- L. Hodel – it was higher the year before that, so it fluctuates.

The proposal about the dues – seems redundant – why would anyone give written permission to have dues taken from their paycheck who is not a member? But if all you want is language clarification, we don't see a reason to object. (*C. Leonard did not object to the language used by the FA and Mike S. nodded his head in agreement*)

C. Leonard: almost half (ballparking) of your proposals represent an erosion of the college management and our position is against anything like this.

- FA: Does this mean you wouldn't be open to amendments to those proposals?
- C. Leonard – We don't know what a proposal would look like, but we would be open to talking about anything that you bring to us.

C. Leonard: at some point we will need to get to talking about realistic expectations, but don't think we are there yet.

C. Leonard: Tentative Agreements to the following

- Article 34 - Labor Management Committee
 - College can agree to the proposed change.
- Exhibit A
 - College agrees with the proposed additions to the contract with one change:
 - F6 A – senior accessibility specialist should be F6A (change)
 - College needs to talk more about the Tutor-C positions

Article 15 - Sabbatical Leave

- C. Leonard: the College is a little uncomfortable with taking power from the Board of Trustees and giving it to a President – can we talk a little more about that?
- FA: the current language seems to be redundant and not a straight line, just wanted to clarify the process (start at 6 and move to G) 6 states that the committee recommends to the Pres, but then in G, the committee seems to skip the Pres and goes straight to the Board of Trustees.
 - C: has there been any issues with approval of sabbaticals? FA: no, but we noticed the language in review of the current agreement and thought we should clean it up.

Article 17 – Leave of Absence Without Pay

- C. Leonard: The College's understanding is that "child rearing" is the terminology used in academia. We don't see a need to change this right now, given the terminology used in academia.
- FA: did you discuss the strike through section of the proposal? C. Leonard: no, we did not, we got caught up on the "child rearing" language part of the proposal.
- FA: Chris Corlett will look at other contracts to see what is the preferred phrase used.

Article 52 - Shared Governance Leadership

- There is an MOU about this and both sides are satisfied with the MOU language

Caucasus called by College – 10:36am. Resumed the session at 11:19am

C. Leonard: Tutor-C – College's position is that the FA bargaining unit represents professionals with degrees. If someone comes in on a temporary basis, ad hoc, that person should not be represented by the FA.

- FA: our understanding was that people at the Tutor-C level did have degrees
 - C. Leonard: looking into the position and the Tutor-C position may be going away and we will just have Professional Tutors with Bachelor's degree

Leave of Absence Language

- C. Leonard: with the current language, the College is not telling you when to have your pregnancy, but that when practical, the College would like to align the leave with the semester schedule, so College would like to keep the language.

Surveillance Article

- The College brought up the example of the Fitness Center – lots of expensive equipment and there have had some issues with windows being left open. No equipment has gone missing, but it could. Since there are some educational experiences that happen there, there could be contractual issues with the College being able to have surveillance in this area. Vandalism issues – not something that can be caught by cameras outside of the area. Lab areas are also another potential area where similar issues could arise. The College feels like there is enough problematic language to get rid of the entire.

- C. Leonard: if the concern is that cameras in the classroom could be used in an evaluation function, can't that be addressed in language about evaluation?
 - FA: There is the possibility of an unauthorized evaluation happening. But we recognize the tension that happens in multifunction areas that are open to the public, but where classroom activities also occur.
 - FA: Is there a map of where cameras are on campus?
 - C. Leonard: we will look into that.
 - FA: Do the cameras just record video? Is there audio?
 - C. Leonard: just video, not audio

Proposed Domestic Partner Language

- C. Leonard: The County will not allow us to add Domestic Partners to health insurance, so the College says no to the proposed change to Article 23 - Health Insurance

Proposed Sabbatical Language Changes

- College needs to look into Board of Trustee's procedure

FA: we can agree to College's proposal regarding the clarification of the language of Article 26 - Dues Deductions & Payroll Advances

Next section: 10am Thurs 9/4

Session ended at 11:34am