

TRANSCRIPT OF THE
UNITED FACULTY OF FLORIDA
NEGOTIATION MEETING

April 30th, 2015

Eastern Florida State College,

Melbourne Campus

Melbourne, Florida

The transcript of the United Faculty of
Florida Negotiation Meeting taken before Jill Casey, Court
Reporter, held on the 30th day of April, 2015, commencing
at 2:00 p.m.

RYAN REPORTING
REGISTERED PROFESSIONAL REPORTERS

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1 DR. MIEDEMA: Did you -- we had another idea.
2 So, did you get a response on the compensation
3 counter that we offered?

4 DR. MIEDEMA: I already told you we couldn't do
5 that.

6 MS. SPENCER: You told us at the table you
7 could -- you'd take it to Dr. Richey or are you just?

8 DR. MIEDEMA: I said I could take it to Dr.
9 Richey but that's all we were authorized to do was
10 the level that we had and the issue we have is that
11 there's just so much uncertainty right now, we cannot
12 make a commitment. Even the commitment that we made
13 before is at risk because the House walked away, we
14 have no budget. We do not know when they're coming
15 back to the table.

16 MS. SPENCER: Yeah.

17 DR. MIEDEMA: And I just went to a
18 teleconference yesterday on the new funding model and
19 I told you before how they were tweaking the
20 criteria, various colleges were advocating for what
21 suited them best. Well, under the latest scenario
22 we're no longer number two, we're in the middle of
23 the pack which means we don't get the incentive
24 funding. So, we still have no idea where any of this
25 is going to fall out legislatively and that's where

1 the concern was. Dr. Richey had indicated initially
2 that even the 5% offer over three years would be a
3 short term proposal. Then if we didn't get approval
4 on that we'd have to take it back until we saw what
5 happened legislatively. He's willing to leave that
6 on the table for a short time for review but that's
7 as much as we can do on that at this point in time
8 because we just don't know. We honestly do not know.

9 MS. SPENCER: Okay. So, the summer schedule,
10 should we take care of that before we can too much
11 further into this? Do you guys have a preference
12 because I don't have any face-to-face classes and
13 Debra doesn't either. So, we have some flexibility.
14 Harold, what's your schedule like?

15 MR. ZACKS: I'm not returning back until
16 classes start in August.

17 MS. SPENCER: Okay.

18 MR. ZACKS: I'm available.

19 DR. MARSHALL: We'll be here.

20 MS. SPENCER: That's okay. All right. So, do
21 you all have a preference as far as time of day? You
22 can think about -- you can talk to your team and get
23 back to us, see how that works for you guys.

24 DR. MIEDEMA: You want to continue to schedule
25 every two weeks?

1 DR. MARSHALL: Possibly.

2 MS. SPENCER: Or we could meet every week, I
3 mean, if that -- but see how that works with your
4 schedule and time and location was.

5 DR. MARSHALL: Try and knock it out a little
6 earlier.

7 MS. SPENCER: Yeah, then we can all have a
8 little vacation.

9 DR. MIEDEMA: Be nice to get this done and out
10 of the way so they can actually enjoy some contract
11 time.

12 MR. ZACKS: You want to continue to use this
13 room?

14 DR. MIEDEMA: It seems to work well if that's
15 all right.

16 MR. ZACKS: Okay. That's fine. I have keys to
17 everything.

18 DR. MARSHALL: Are there classes scheduled in
19 here in the summer?

20 MS. SPENCER: We'll figure -- we can figure
21 that out, right? We'll figure it out.

22 DR. MIEDEMA: I figured out how find my way to
23 my office so I'm good now too. Do you have any
24 preferences as far as time of day and day of the
25 week?

1 DR. MARSHALL: I prefer morning if possible but
2 it -- I mean, I would be here either way.

3 MS. SPENCER: Morning works for me too.

4 DR. MIEDEMA: Any day of the week?

5 DR. MARSHALL: Yes, that's fine.

6 MS. HANFIELD: You can't type any head shake,
7 right? Any day except Tuesday because Tuesday's
8 would be bad for us.

9 MS. SPENCER: So, you can e-mail me and let us
10 know.

11 DR. MIEDEMA: Sure, I'll have that conversation
12 with and see if we can get an answer quickly.

13 MS. SPENCER: Yeah. And tentatively nothing --
14 maybe not next week because we have graduation and
15 the finals. Is it graduation next week?

16 DR. MARSHALL: Finals is next week, graduation
17 the week after.

18 MS. SPENCER: The week of graduation would be
19 okay but if we could just --

20 DR. MIEDEMA: Avoid next week.

21 MS. SPENCER: Yeah, avoid next week if that's
22 all right, a lot of students coming around and stuff.
23 That's good.

24 And then in your list here, I have a question
25 that I wanted to clear up. I know you have the --

1 you want to go through this, but in terms of the
2 larger picture, the health care, we had proposed the
3 rebate on the health care premium for employees who
4 opt out of the health care coverages offered by the
5 college and you said only if that's available to
6 staff.

7 You also said in there that you have a
8 consortium but the contract says that we'll have a
9 committee to discuss changes to the health chair and
10 that faculty would be a part of that committee.
11 Well, if faculty a part of that, can you just clarify
12 what we're doing as far as health care and
13 consortium?

14 DR. MIEDEMA: Darla.

15 MS. FURGUESON: We've been with Florida
16 Community College Risk Management Consortium with
17 twenty-two or twenty-four of the other colleges and
18 we're with a self-insured plan administered through
19 Florida Blue and we have a better bargaining -- we
20 can get cheaper coverage by banding together. We've
21 gone every gammit -- I've been here thirty years and
22 I've probably seen ever major carrier here. One of
23 the requirements for the consortium participation is
24 it 100%. Years ago prior to going into the
25 consortium when we had Signa, Aetna, whichever one,

1 if you -- if all employees decided to opt out of
2 carrying medical coverage they would pay \$50 Dollars
3 per paycheck. That's not an option anymore, that
4 went away when we went into the consortium, oh, gosh,
5 late nineties, I can't remember. So, in lieu of
6 those that do not need or want the health insurance,
7 we have what is Plan C which is a dental and vision
8 plan. So, that's what the options are now. So, that
9 can't even be a consideration.

10 MS. SPENCER: So, were there faculty on a
11 committee that looked into that?

12 MS. FURGUESON: Oh, years ago, yeah.

13 MS. SPENCER: When was the last time we had
14 faculty on the committee to do that?

15 MS. FURGUESON: When the last -- well, we've
16 been under the consortium so long I can't remember,
17 I'd have to go back and look. But, yeah, it was an
18 insurance committee very strong. We have not had any
19 major changes under the plan, it just rolls, I mean,
20 each year to each year with just renewal rates. We
21 haven't had any major carrier changes other than the
22 long term disability which all of a sudden they
23 jacked our rates up, we had to go out there really
24 quickly and get the one America plan that we have
25 now, but we didn't have to do a bid process for that

1 because it was under the limit. So, I want to say it
2 was like 1996, 1997, but I can verify, that we
3 changed and went into the consortium.

4 MS. SPENCER: And you said twenty-two of the
5 twenty-eight colleges are in that consortium for
6 health care?

7 MS. FURGUESON: Yeah, um-hmm. It's big. It
8 could be more now since the last time I checked.

9 DR. MARSHALL: Can I ask a question?

10 MS. SPENCER: Yeah, go ahead.

11 DR. MARSHALL: So, is it -- is that a process
12 where it's reviewed periodically, the plan, to make
13 sure that it's still sound with other plans that are
14 out there?

15 MS. FURGUESON: The consortium, yes.

16 DR. MARSHALL: So, the cop consortium controls
17 the review of all of the packet essentially?

18 MS. FURGUESON: Yes, ma'am.

19 DR. MARSHALL: Okay.

20 MS. SPENCER: And that is -- and what is it,
21 it's just called the Risk Consortium or?

22 MS. FURGUESON: Florida Committee College Risk
23 Management Consortium.

24 MR. PARKER: I can tell you too from my
25 experience over at the sheriff's office because we

1 were constantly battling for these kinds of
2 questions, better insurance, less costs, because we
3 were I think Ten or Eleven Thousand a head, it was
4 killing our ability to give raises to our people, it
5 was just wiping us out and all kinds of provision.
6 Like if someone could step away could they get at
7 least some money because we're not necessarily having
8 to pay that premium, at least that's what we thought,
9 and what we found was that we were kind of envious of
10 what, quite frankly, Eastern Florida had because it
11 was equivalent coverage at a much lesser price which
12 was great, but we found that almost everyone, the
13 county, the school board, and all these big -- Signa,
14 all the big policies, they all said the same thing,
15 in order to get a good rate, which they would
16 consider good, which might be Ninety-two Hundred a
17 head by the way, a lot more than the community thing,
18 you have to have a 100% coverage. You can't allow
19 your people to ease out and then -- because instead
20 of spending \$9,000 can I at least give Harold \$4,000
21 because he doesn't need it. That's the way we were
22 thinking as a perk that he can go out there but these
23 insurance companies wouldn't allow you to do that
24 because they know they'll lose. So, they price it
25 based on a 100% coverage. They don't allow you that

1 flexibility to be able to do that.

2 DR. MARSHALL: So, we pay for 100% coverage
3 regardless of whether or not individuals choose to
4 participate, is that right?

5 MS. FURGUESON: Well, yeah, each plan costs --
6 like Plan C doesn't cost nearly as much as Plan --
7 the PPO or the HMO and one of the things as an
8 individual college that has always, always hurt us is
9 our demographics. When you put out the bid for a
10 plan, they look at the age of our population of
11 employees and they go back on the claims history and
12 we've had some doozies in our history and we continue
13 to have those. So, you know, we just kind of get hit
14 with some really... The increases, the norm on
15 medical in the past five years has been upward to
16 12%. What we have been realizing is about 5%. And
17 you see what the rates are now so you can only
18 imagine if we tried to go out on our own.

19 MR. PARKER: The county as an example, I think
20 you'll remember, I think this is their seventh year
21 of no raises consecutive. You know, I forget how
22 many employees they have, thousands of employees, and
23 one of the major culprits of that is the fact that
24 they're dealing with 14 to 16% increases in their
25 health insurance. They just can't afford to give

1 their people raises when they're paying that kind of
2 an increase of their health insurance and it's really
3 created a moral issue for them but there's only so
4 much money to go around. That's why, again, I think
5 what we have is really working well compared to what
6 other people have.

7 DR. MARSHALL: Right, my issue wasn't with what
8 we have versus something else better being out there,
9 I was trying to figure out if we did have an
10 individual who chose to opt out of having health
11 insurance through EFSC, is that money, is that money
12 still getting paid to the consortium from here?
13 You're saying 100% coverage, right?

14 MS. FURGUESON: Participation.

15 MR. ZACKS: Everybody has to be in.

16 MS. FURGUESON: Every employee has to be in one
17 of these three plans.

18 DR. MARSHALL: Okay.

19 MS. FURGUESON: So, the only amount -- like if
20 you're in the PPO, we pay the premium for you for the
21 PPO.

22 DR. MARSHALL: Yes.

23 MS. FURGUESON: If you check -- if you wanted
24 to go into Plan C which is only dental and vision, we
25 pay that particular premium which is a \$111 Bucks to

1 the consortium, that's monthly too. So, that's what
2 they mean.

3 DR. MARSHALL: So, the money that you -- so,
4 the money that I'm not using essentially for health
5 care for, yes, for health care policy, you're not
6 having to pay that.

7 MS. FURGUESON: No, no, not at all.

8 DR. MARSHALL: Okay. All right. Okay. So, it
9 is money essentially then the college is saving not
10 to have to?

11 MS. FURGUESON: Well, I don't know if we're
12 saving anything, it's -- you know, we offer that
13 benefit. If we didn't offer the Plan C, you wouldn't
14 get anything. You know, it's what the consortium
15 came up. I mean, it's a possibility. A lot of
16 people don't -- they may have medical with another
17 carrier like a spouse or something, we only have
18 dental and vision. Some companies aren't -- don't
19 offer the benefits like this.

20 DR. MARSHALL: Okay.

21 MS. FURGUESON: So, you know, there's no easy.

22 DR. MARSHALL: Sure.

23 MS. FURGUESON: You know, with this. We've
24 been through some real tough, tough years with our
25 insurances and our benefits.

1 DR. MARSHALL: Thank you.

2 MS. SPENCER: Okay. You want to go through --
3 I'm okay going through some of these. I'm expecting
4 Debbie Anderson was going to come. There she is.
5 Okay. And I thought we might take a look at that,
6 those issues if you don't mind. Because the other
7 stuff we have we're still working through the minor
8 changes to Article 6 and 8. 8 there's still some
9 things we have to discuss in there, are there not?

10 DR. MIEDEMA: Okay. So, what article do you
11 want to go to?

12 MS. SPENCER: Have you looked at the -- All
13 right. Let's go to 11, Article 11.

14 DR. MIEDEMA: 11. Okay.

15 MS. SPENCER: We looked at 10 already last
16 week.

17 DR. MARSHALL: Can we just go through the
18 acronyms and then I'll be done.

19 MS. SPENCER: That's fine. Okay.

20 DR. MARSHALL: Is there anywhere in the
21 contract where we mention the BAS degree?

22 DR. MIEDEMA: There is place in the contract
23 where we're going to need to have it because we talk
24 about the AS and the AA but we don't mention the
25 BA -- BS or BAS. So, that's why we thought may be we

1 need to get out of here, and that's a real simple
2 definition.

3 DR. MARSHALL: Sure.

4 MS. SPENCER: Okay.

5 DR. MARSHALL: And department chair, I don't
6 think we have an issue with that, correct?

7 MS. SPENCER: No.

8 DR. MARSHALL: And CC is also something that
9 would be abbreviated from the contract? Is it in
10 there somewhere? I must have missed it. I was
11 trying to keep the list of stuff that's only in
12 there.

13 MS. SPENCER: It's in the appendix.

14 DR. MARSHALL: Oh, okay, that's why. So, we
15 would be okay with these?

16 DR. MIEDEMA: Um-hmm.

17 DR. MARSHALL: Okay. Okay. Where do you want
18 to go?

19 MS. SPENCER: Let's do what you want, Dr.
20 Miedema. We'll go through Article 6 and look at
21 those changes. Those were minor.

22 DR. MIEDEMA: Are you ready to talk about
23 Article 6?

24 MS. SPENCER: Yeah, we are, we looked at them.

25 DR. MIEDEMA: Okay. I don't want to...

1 MS. SPENCER: So, you wanted to change textbook
2 selection to three years except where...

3 DR. MARSHALL: Do I need to pull up?

4 MS. SPENCER: Yeah, the one that I had that's
5 430. The first one at the top there.

6 DR. MARSHALL: That's just acronyms.

7 DR. MIEDEMA: 423 was the last one.

8 MS. SPENCER: Oh, you don't have my drive,
9 that's why. Here.

10 DR. MARSHALL: Technical difficulty, one
11 second. Where's it at, Lynn?

12 MS. SPENCER: Debra's folders.

13 DR. MARSHALL: Is that it? Or is that it?

14 MS. SPENCER: That's it right there.

15 DR. MARSHALL: And 6?

16 MS. SPENCER: Um-hmm.

17 DR. MARSHALL: Oh, I like how that works.

18 MS. SPENCER: How did you do this?

19 DR. MARSHALL: Okay. And where am I going?

20 MS. SPENCER: Down to the textbook selection.

21 DR. MIEDEMA: I think that was the first
22 question.

23 DR. MARSHALL: Okay.

24 MS. SPENCER: Yeah, and you want to change it
25 to three years, I don't see any problem with that,

1 where the textbook is not -- and we've been doing
2 that anyway.

3 DR. MIEDEMA: Exactly. And I think the
4 majority of the faculty have been very cost conscious
5 when it comes to textbooks. So, we just should have
6 practice matching.

7 MS. SPENCER: Yes.

8 DR. MARSHALL: Is there anywhere else in here
9 that it mentions time or is that the only place?

10 DR. MIEDEMA: Number 3.

11 MS. SPENCER: Oh, it does. I missed that one.

12 DR. MIEDEMA: Now, I did have one question as
13 we're going through and this doesn't have to be
14 addressed specifically. We reference throughout the
15 document "faculty" in some places and "faculty
16 member" in other places, do we want to have a common
17 scripture?

18 DR. MARSHALL: I tried to catch them all
19 already. I'm sure there are still some. So, I am
20 going through and trying to -- some places it is
21 plural but I'm trying to do all the singulars as
22 "faculty member". So, if you find some that have not
23 been done, feel free to note them for me.

24 DR. MIEDEMA: I just wanted to make sure and
25 also his slash her to be his.

1 DR. MARSHALL: I believe we have that in the
2 definitions, right?

3 DR. MIEDEMA: Yes, that's in the definitions in
4 the document.

5 MS. HANFIELD: There's a couple of their in
6 there instead of his.

7 DR. MIEDEMA: Yeah, those are minor little
8 things but for consistency change.

9 DR. MARSHALL: Yeah, sure, any of those you
10 find.

11 DR. MIEDEMA: As long as you're trying to clean
12 this all up, I would just make sure that we have the
13 common definition.

14 MS. HANFIELD: You want to change that
15 administrative supervisor into supervising
16 administrator to be consistent with?

17 DR. MARSHALL: Where's that?

18 DR. MIEDEMA: First paragraph, 473 where it
19 says administrative supervisor, we've called it
20 supervising administrator. I don't think it makes a
21 big difference but that will be consistent throughout
22 the document. There's a bunch of those.

23 DR. MARSHALL: Great.

24 DR. MIEDEMA: Probably just a replace.

25 MS. HANFIELD: You have three additional

1 members that you could add on just that page.
2 Faculty member, there's three on that page.
3 DR. MARSHALL: Faculty member.
4 MS. HANFIELD: Line 475.
5 DR. MARSHALL: Oh, full time faculty.
6 MS. HANFIELD: Member.
7 DR. MARSHALL: Member. Okay.
8 MS. HANFIELD: And line 479, full time faculty
9 members. And then 488.
10 DR. MARSHALL: And what one?
11 MS. HANFIELD: 488, full time faculty member.
12 DR. MARSHALL: Member. Okay. Thank you.
13 DR. MIEDEMA: That's more form than anything.
14 There is another, Number 5 at the top, line
15 497, should be 3. Then we're all consistent.
16 Wonderful.
17 DR. MARSHALL: Anything else in Article 6?
18 MS. SPENCER: Yeah, the council, that handbook
19 thing that we went back and forth about.
20 DR. MARSHALL: Which number?
21 MS. SPENCER: 616.
22 DR. MARSHALL: Oh, this is the tuition
23 reimbursement used for student loans. Did we need to
24 revisit that?
25 MS. SPENCER: You wanted to make it so that

1 they have to have taken the loan within the last
2 twelve months, is that what you -- or your counter
3 was?

4 DR. MIEDEMA: Yes, ma'am.

5 MS. SPENCER: Yeah, we can put that in there.
6 I don't have a problem putting it in there, it's
7 really not a... I mean, why would a faculty member
8 take out a loan if they were getting tuition
9 reimbursement from the college. It was an effort to
10 provide some relief to faculty members who have been
11 employed by the college and took out loans to do that
12 to be in their position and you made clear you don't
13 want to do that. You were worried about going how
14 far back.

15 DR. MIEDEMA: Yes, I was.

16 MS. SPENCER: I understand.

17 DR. MARSHALL: One thing that we might want to
18 consider too, how would you -- what if a person
19 refinances a loan and it becomes a new loan?

20 DR. MIEDEMA: What is your purpose in this
21 request?

22 MS. SPENCER: This is a way to provide some --

23 DR. MIEDEMA: Can you give me some specific
24 example of what types of situations you will be
25 thinking about applying this to?

1 MS. SPENCER: You know that the cost of
2 education now is more and more by the students than
3 it is by the taxpayers or by the college. I mean,
4 there's a greater burden placed on the student. So,
5 in a larger sense, it was an effort to make some
6 benefit to the faculty so that they would be given
7 some pay from the college. There are other
8 institutions that do it, mostly outside of the State
9 of Florida, they allow tuition reimbursement but also
10 loan repayment as a part of the compensation package
11 for faculty. So, the goal was --

12 DR. MIEDEMA: Loan repayment for their
13 education.

14 MS. SPENCER: Right.

15 DR. MIEDEMA: I still owe \$77,000 Dollars and
16 nobody helps me with my loan repayment.

17 MS. SPENCER: Somebody should help you. That
18 was -- the effort was another way to approach
19 compensation that allow the faculty to do.

20 DR. MARSHALL: Could it be -- could there be a
21 cap placed on the amount of benefit there? As
22 opposed to a timeframe could it be a cap, or could
23 there be a calculation made where you say here's what
24 I paid in tuition, here's what I got reimbursed
25 through tuition reimbursement, here's the loan I

1 still carry?

2 DR. MIEDEMA: So, you were looking at this in
3 addition to getting their tuition reimbursement for
4 the year that they would have additional money coming
5 to them?

6 MS. SPENCER: If you -- you have -- in the past
7 when we've talked about tuition reimbursement and
8 we've approached it trying to say let's put aside a
9 certain dollar amount for each faculty member and
10 then that money could be used not only for tuition
11 but books, expenses incurred in travelling to campus
12 if they were going somewhere else to take the
13 courses. In the past you've been reluctant to do
14 this. So, this was another way to increase the
15 options for faculty to access -- to have some return
16 for the investment they made. We have faculty
17 members here who, like you, have gone along and got
18 your doctorate and they're still paying that bill.
19 Robert Lamb's on our team, he's one, Dr. Lamb.
20 There's a number of other ones, Debra Marshall.

21 MR. ZACKS: I won't even get involved because
22 of the money that's involved.

23 MS. SPENCER: Yeah. And you do -- well...

24 DR. MARSHALL: And it could be stated that if
25 you've used tuition reimbursement in a year you may

1 not also use those funds for repayment of a loan.

2 DR. MIEDEMA: I'll talk about it with Darla and
3 the HR because I'm not sure what our current costs
4 are so. When we do a caucus we'll talk about that.

5 MS. SPENCER: You do limit faculty -- there is
6 a ceiling, I've talked to other faculty, they take
7 courses and they get maybe \$3,000, \$3,500 that's been
8 operating. So you could, like Debra said, offer that
9 option to faculty who are already at their terminal
10 degree.

11 DR. MIEDEMA: How far back do you do it? If
12 they got their degree ten years ago and they're still
13 paying off their loan.

14 MS. SPENCER: That's a fair question. I mean,
15 you don't want to incur -- you need to look at the
16 finances costs certainly, but if you cap at it
17 \$3,500.

18 DR. MIEDEMA: We do also then have an
19 expectation for a period of time that they must work
20 after that point or have to repay the money.

21 MS. SPENCER: Sure, I think that's reasonable.

22 DR. MIEDEMA: Because that's what happens with
23 the tuition reimbursement is there's an expectation
24 that you're going to be working.

25 MS. SPENCER: I think that's reasonable.

1 DR. MIEDEMA: We'll look at that at the
2 breaktime.

3 There's another question that's kind of a
4 general question throughout this that we didn't
5 notice until we were reviewing this. There's a lot
6 of places that we refer to the president does this
7 and the president does that but we don't specify if
8 it's a UFF president or the college president and
9 that's probably a good clarification to make.

10 MS. SPENCER: It is a good clarification.

11 DR. MARSHALL: I'll start doing that.

12 DR. MIEDEMA: Not to give you more work but I
13 noticed that throughout the document and I read it
14 because I've been involved in these things for some
15 many years, I know which president it is but if
16 someone is else is taking my spot or taking Lynn's
17 spot would they necessarily recognize which president
18 we're referring to all the time. Some cases it's
19 pretty evident and others you might go hmm, who
20 approves that committee member, the UFF president or
21 college president. That's just a general.

22 All right. Selection of new faculty. I have a
23 suggests here and it's just because it recently came
24 up. As we look at selection of new faculty.

25 MS. SPENCER: That's above there.

1 DR. MIEDEMA: The one above this. And I don't
2 really have an exact number because it's more of a
3 philosophy. We say here for selection of new faculty
4 in line 625 that they have to be at least four
5 tenured faculty members. Then a little bit further
6 down in the document it says if you have an in-house
7 transfer, you need three which adds to the confusion
8 sometimes and I would just as soon say the same
9 number in both places because otherwise it adds to
10 the confusion. I think. And are you going to have
11 the same committee than you do an in-house transfer,
12 then you have to post that position and you already
13 have the team but now you have to add another person
14 to the team for the people that are coming from the
15 outside. It would probably be easier just in the
16 very beginning to have the same team.

17 MS. SPENCER: Makes sense.

18 MR. ZACKS: You may want to think about an even
19 number versus an odd because then you could get a
20 split two, if you go with three the decision will
21 always come out.

22 DR. MIEDEMA: Exactly. And I'm okay with
23 whatever number we want to come up with, I just think
24 it should be consistent between both types of persons
25 coming in. And I think you have a good point is you

1 need a tiebreaker sometimes.

2 MS. SPENCER: Is that the one where the -- is
3 the department chair part of that screening
4 committee, non-voting member, non-chair, that's not
5 it.

6 DR. MIEDEMA: No, not necessarily. Typically
7 we do ask the department chair to be part of it just
8 because they can strongarm some faculty members to be
9 on the committee. But that was just a thought so. I
10 mean, it's nothing that's critical. I just think it
11 would make it easier for everybody to have a clear
12 understanding.

13 DR. MARSHALL: I'll just highlight it for now
14 and then we can come back to it later.

15 DR. MIEDEMA: Absolutely.

16 MS. SPENCER: Why don't we just say all full
17 time faculty advertised in the college publication
18 college wide distribution including copy to the
19 president of UFF Brevard?

20 DR. MIEDEMA: Oh, that was my question is do we
21 need to send a separate e-mail to the president --

22 MS. SPENCER: No.

23 DR. MIEDEMA: -- of the UFF since all faculty
24 now get an electronic notification of any openings?
25 So, the president is automatically notified. Do we

1 need to send a -- I'm sensitive to clogging up
2 peoples e-mails with lots and lots of e-mails about
3 the same thing.

4 DR. MARSHALL: So that one we can delete, Lynn?

5 DR. MIEDEMA: Because we're going to then turn
6 around and send the president another e-mail to say
7 here's the team. So, she's getting three e-mails
8 about the same open position.

9 MR. PARKER: Layman question. In this college
10 is there always going to be a full time faculty
11 member without fail? Is there ever an opportunity
12 for the union president to be someone else?

13 MS. SPENCER: No, you have to be part of the
14 bargaining unit.

15 MR. PARKER: So then it's redundant, but if
16 there was an opportunity where you were an outsider,
17 then you would leave it in.

18 DR. MIEDEMA: That's true.

19 MS. SPENCER: Yeah, we can take that out.

20 MR. PARKER: It's always going to be full time
21 faculty.

22 DR. MIEDEMA: You made it nice and pretty and
23 now we're changing that.

24 DR. MARSHALL: There.

25 DR. MIEDEMA: If the computer doesn't agree,

1 don't change it.

2 MS. SPENCER: Just say including --

3 DR. MARSHALL: Did I take too much out or? No,
4 I didn't take it out. There, is that right?

5 MR. PARKER: Lynn, you're still not happy to
6 say to include the president?

7 MS. SPENCER: Yeah. I mean, I don't know, it's
8 too much time looking at that stuff and thinking like
9 my god.

10 MR. PARKER: All full time faculty members to
11 include the president. You do what you want.

12 DR. MARSHALL: It does say all full time so.

13 MS. SPENCER: Yeah, that's fine.

14 DR. MARSHALL: Okay.

15 DR. MIEDEMA: That's why I just wanted to make
16 sure because the president every time we have an
17 opening and we have several of them is getting a
18 minimum of three e-mails. Not that Laura's
19 complained but I would if I were her.

20 The next thing that I would put in there under
21 688 was if there were not enough sufficient number of
22 faculty in one area and we're going to add another
23 member, we just thought that you might want to
24 specify where that member's coming from. So, the
25 idea was if there's not enough in Melbourne for

1 someone who wants to transfer to Melbourne in that
2 position, then have one person who worked with them
3 at Cocoa be on the committee.

4 MS. SPENCER: Right, but it doesn't -- I mean,
5 it's anybody from the campus, it doesn't specify.

6 DR. MIEDEMA: No, I meant in the same field.

7 MS. SPENCER: The discipline.

8 DR. MIEDEMA: I meant in the same field.

9 MS. SPENCER: So, you want to add that the
10 screening committee should have faculty members in
11 the same field?

12 DR. MIEDEMA: Oh, you mean the general
13 statement that's already there.

14 MS. SPENCER: Yeah.

15 DR. MIEDEMA: You are correct, it does not
16 specify that they have to be in the same cluster or
17 discipline.

18 MS. SPENCER: Do you want --

19 DR. MIEDEMA: And we probably want to do that.

20 MS. SPENCER: If we do that -- I mean, how
21 many -- we get a few transfer requests, don't we?

22 DR. MIEDEMA: Um-hmm, yes, we do.

23 MS. SPENCER: Are they generally -- when you
24 form those committees they're generally in the same
25 discipline, but from the same campus that seems to be

1 important, they're going to work with the person but.

2 DR. MARSHALL: So, it would go here where I
3 have the cursor for a line to add it, by a screening
4 committee of faculty members from the same?

5 DR. MIEDEMA: From a related --

6 MS. SPENCER: Same related discipline.

7 DR. MIEDEMA: From the same or related.

8 MS. SPENCER: You have that language somewhere
9 else.

10 DR. MARSHALL: From the same or related
11 discipline? Same or related, how do you want it?

12 MS. SPENCER: Yeah, from the same or related
13 discipline. That's a little soft though.

14 DR. MARSHALL: Same or. Good?

15 DR. MIEDEMA: Yes. And this is where it says
16 three where the other one says four.

17 DR. MARSHALL: Does that cover your comment
18 well enough? Right? Because it allows you to go
19 broader.

20 MS. SPENCER: Let's think -- Harold's asking
21 about one person programs and that's where I'm
22 thinking two but that related disciplines opens up
23 responsibilities. So, with criminal justice, what's
24 related?

25 DR. MARSHALL: Sociology.

1 MS. SPENCER: Sociology.

2 DR. MIEDEMA: I can tell you in health sciences
3 we have one in coded biller so we would have someone
4 else in the one of the health sciences programs to be
5 part of that team. Because they're one man teams.
6 So, we take it from that discipline, the health
7 sciences discipline, and we make a committee from
8 there.

9 MR. ZACKS: I mean, I just think of myself in
10 the grand picture, one man shows and I'm sure there's
11 got to be some others throughout the college, it's
12 like I decided I want to do something. Okay.

13 DR. MIEDEMA: So, that's why I said we need to
14 have something with related fields because there's no
15 possible way that you could be a team of one person.

16 DR. MARSHALL: So, we're okay there?

17 DR. MIEDEMA: Um-hmm.

18 MS. HANFIELD: Can you go back up to the top of
19 that page?

20 DR. MARSHALL: What line number?

21 MS. HANFIELD: 687 I think it was.

22 DR. MIEDEMA: What Sandy is asking is second
23 sentence there that says the screening committee
24 shall consist of at least three faculty members and
25 all be from the campus where the opening exists, what

1 if it's librarians where there's only two on campus.

2 MS. SPENCER: I see. That is the exception
3 because I was wondering why wouldn't we have enough
4 faculty. We do related disciplines.

5 DR. MIEDEMA: If we -- yeah.

6 MS. SPENCER: For librarians. So, we would
7 do --

8 MS. HANFIELD: I mean, you address it in like
9 the new hires where you say that the committee shall
10 be made up of librarians but you don't address that
11 in transfers for a librarian position.

12 MS. SPENCER: Should we make an exception for
13 that? Can you think of any other disciplines?

14 MS. HANFIELD: Because we're doing that right
15 now in Melbourne.

16 MS. SPENCER: That's probably the only
17 exception though. What would you consider a related
18 discipline for the librarians on this campus?

19 MS. HANFIELD: Debbie?

20 MS. ANDERSON: I think the preference -- are
21 you asking, can I speak?

22 MS. SPENCER: Yes.

23 MS. ANDERSON: Okay. I think the preference
24 would be that it would be that the librarians would
25 be on the selection committee from the different

1 campuses.

2 MS. SPENCER: Okay.

3 MS. ANDERSON: Not from -- not from disciplines
4 that are not on that campus.

5 MS. SPENCER: Do you like that idea?

6 DR. MIEDEMA: Yes, I agree.

7 MS. SPENCER: Shall we put a sentence in there
8 that makes an exception for that?

9 DR. MIEDEMA: Yes.

10 DR. MARSHALL: Good. Give me an idea.

11 MS. HANFIELD: Maybe you can have some of the
12 same wording like you do for the new hires when you
13 talk about librarians on the committee.

14 MS. SPENCER: Copy and paste from there.

15 MS. HANFIELD: Like up on 633 area talking
16 about.

17 DR. MIEDEMA: For a library faculty position,
18 the administration will select faculty members to
19 serve on the screening committee from the library
20 faculty.

21 DR. MARSHALL: Can you tell me what is the line
22 number?

23 DR. MIEDEMA: 633.

24 MS. HANFIELD: I think it changed since you
25 deleted that.

1 DR. MARSHALL: That's okay, I'll just cut and
2 paste. Is it this one here?

3 DR. MIEDEMA: Yes, that's the sentence.

4 MS. SPENCER: Good.

5 DR. MIEDEMA: That addresses it. And the
6 problem is we don't see those things until we run
7 smack dab into them but we run into them let's fix
8 them.

9 DR. MARSHALL: Okay?

10 DR. MIEDEMA: That's it.

11 DR. MARSHALL: All right.

12 DR. MIEDEMA: And do you want these to be
13 tenured faculty?

14 MS. HANFIELD: On A, top page.

15 DR. MARSHALL: Here?

16 DR. MIEDEMA: Um-hmm.

17 DR. MARSHALL: Tenured?

18 MS. SPENCER: I think the tenured process is so
19 long now that I don't have a problem leaving it as
20 faculty member.

21 DR. MIEDEMA: We just want to make sure that
22 we're not --

23 MS. SPENCER: We could say tenured or tenured
24 track. I doubt we're going to put a temporary
25 faculty member on a committee like that.

1 MS. FURGUESON: Well, that doesn't exclude
2 them.

3 DR. MIEDEMA: I think that would be a rarity
4 that we would want to put someone in there that we
5 don't have that commitment to.

6 MS. SPENCER: Yeah, I think that's good.

7 DR. MIEDEMA: We just want to make sure those
8 are things that we want to clarify so that we're all
9 doing it the same way.

10 MS. SPENCER: Oh, can we go back up for
11 transfer points. I saw this earlier. The same for
12 rank masters plus thirty. We understand that equates
13 with a terminal degree, THE MFA degrees that we have
14 recognize for rank and I'm asking do we recognize
15 that Masters plus thirty means also terminal degrees
16 short of a doctorate so they're MFAs.

17 DR. MIEDEMA: Would they be a Masters plus
18 thirty or a Masters plus sixty?

19 MS. SPENCER: Yeah, that's how we've handled
20 them. We've handled them as a Masters plus thirty.

21 DR. MIEDEMA: Let's put in a parenthesis
22 underneath there terminal degrees.

23 MS. SPENCER: Yeah. Okay. Thank you.

24 DR. MIEDEMA: That would fit.

25 DR. MARSHALL: Where, right here or?

1 MS. SPENCER: Yes, next to Masters plus thirty.

2 DR. MIEDEMA: I think that will help to clarify
3 that they -- we've never had to do this but if we do
4 we want to be consistent in there.

5 The other question I have in there, if you go
6 up to the line 270 -- 727 when it talks about
7 transfer points, it says holding a continuing
8 contract and each year of academic is one point up to
9 a ten, is this full time faculty, or if they worked
10 as an adjunct for five years do they get points for
11 that?

12 MS. SPENCER: But adjunct are not full time.

13 DR. MIEDEMA: They're not covered by this but
14 when they become full time faculty, is it only their
15 full time faculty years?

16 MS. SPENCER: Yes, because it's only the full
17 time.

18 DR. MIEDEMA: I just want to make sure, one
19 year of full time employment not -- so, if someone
20 comes in midway through the year, we don't count that
21 as their first year, we wait until the next year when
22 it's a full year.

23 MS. SPENCER: That's right.

24 DR. MIEDEMA: That's how we do it when we
25 determine whether they're eligible for tenure. So,

1 that would be my same -- I just -- if we ever do this
2 it's not going to be a fun process so I'd like it as
3 clean as possible.

4 MS. SPENCER: All right. So, the handbook, you
5 said it was sufficient -- you added one line to this
6 under there, the college may -- because we -- on line
7 765 where it said handbooks shall be approved,
8 initially when I sent it to you it said by UFF
9 Brevard. We would like you to have the option to
10 review them and have a say in that and then -- so, we
11 added number three, the college may waive their right
12 to make changes to the handbook.

13 DR. MARSHALL: So, this language has been added
14 on this line.

15 MS. SPENCER: Yeah, I just would like it to be
16 understood that it's a process of mutual discussion.
17 It's a minor point.

18 DR. MIEDEMA: I don't have a problem with that,
19 I still don't see the handbook being an extension of
20 the agreement. That's where I have -- that's where I
21 have a concern. Because we have any number of
22 handbooks out there. The assessment committee just
23 gave me a handbook to review. Everyone sends me a
24 handbook to review, are they all attached in here and
25 if not which ones are attached and that just means I

1 have five -- and I now have five documents that I
2 need to review to make sure we're in compliance with
3 the contract, which I think is difficult when what
4 we've asked for from an administrative position is
5 just to know what the goals are and who the voting
6 members are and then you can run your business. If
7 you want review, if you want support, then we're here
8 to do that. If there's anything that you feel you're
9 at risk for, I'd like to see that language in here
10 rather than in the whole contract.

11 MR. PARKER: Lynn, one of the things that got
12 us in trouble over at the sheriff's office too is
13 that we would use handbooks as well regarding
14 policies and procedures, they get more technical, but
15 membership got aggravated with that because they
16 ratify a contract. They vote on a contract. They
17 have full power to vote on that contract. They do
18 not ratify handbooks. And so they believed it was
19 really misappropriating their authority, giving their
20 authority ratification to another group. They didn't
21 like it. That kind of spilled over. It was a side
22 effect. We didn't mean for that to happen, it was
23 unintentional, we were just trying to make things
24 work like you are, but in the end the membership got
25 upset. Just something to think about.

1 DR. MIEDEMA: I know that Michael Moats has
2 mentioned this that he thought that there was a risk
3 if we didn't do this. I just don't understand what
4 that risk is. If there's something there that you
5 feel that you are out on the limb for, I would like
6 to reinforce that limb so that you don't feel that
7 you're going to fall off. I just don't understand
8 the whole concept about handbook.

9 MS. SPENCER: The point of having the handbooks
10 included by the contract but -- included in the
11 contract by extension and allow it some flexibility
12 through those councils to meet the needs to grow as
13 the council's goals changed or as new things needed
14 to be addressed. We can put all of that stuff in the
15 contract but that makes the contract really long.
16 So, by allowing these to be included in the contract
17 by extension, then all that business about the tenure
18 timeline, about rank, about promotion, about
19 procedures for curriculum submissions, instead of
20 that being in the contract it's referenced, you know,
21 it's included in the contract by reference in these
22 handbooks.

23 MR. PARKER: I think as long as it's not
24 contrary to contractual language, I don't think we
25 have an issue there. As long as the handbook is

1 created and supported, as long as it doesn't -- it
2 isn't in contrast with what's in the contract, that's
3 where you get in trouble.

4 MS. SPENCER: Right.

5 MR. PARKER: And the people have an obligation
6 that are writing those handbooks to make sure they
7 abide by the contract, that's the other thing.

8 DR. MIEDEMA: I would rather see a statement in
9 there that says if there's a conflict, the contract
10 supercedes the handbook.

11 MR. PARKER: But we know there's a lot of
12 details that exist out there that are agreed upon by
13 mutual consensus, but -- and that's the reason for
14 all the handbooks, but as long as they're not in
15 conflict I think we're okay. I just know when you
16 give the full authority of a handbook to giving it
17 the equal authority as your collective bargaining
18 contract that's ratified by the membership, you're
19 really kind of extending that that's an awesome
20 authority and right to vote on a collective
21 bargaining agreement.

22 MS. SPENCER: But you understand, though, if we
23 don't put it in -- if we don't say the handbooks are
24 included in the contract by extension, then we need
25 to go back in the contract and put all that stuff

1 about tenure, about rank and promotion, timelines,
2 all of that stuff should be in the contract because
3 those are essential elements of wages, hours, working
4 conditions for the faculty.

5 MR. PARKER: I guess the short answer is if
6 there's something essential and it's very important,
7 it has to be negotiated because you don't believe
8 that it can come to consensus, I think those items
9 probably do rise to the importance of putting in the
10 contract, but many times items of importance are
11 just -- they're reasonable, they make sense to both
12 parties because everybody just wants the same thing,
13 we want something that makes sense. So, 95% of
14 probably what's in that handbook it's stuff that's
15 really not going to be an issue, everybody agreed
16 it's the right thing to do and it's not in conflict
17 with the general language we agreed upon, it's not
18 going to cost a ton of money that's not existing and
19 so we've progressed. But, yeah, if there's a couple
20 of things, you know, some things that just are so
21 important that that's probably the way to do it, is
22 make sure your important items are in your bargaining
23 contract and then use your handbooks for all the
24 maintenance items.

25 MS. SPENCER: So, you prefer to put that stuff

1 back in the contract then, the tenure timeline, the
2 rank, the --

3 DR. MIEDEMA: Why do we need a full tenure
4 timeline in the contract?

5 MS. SPENCER: All those documents, the
6 handbooks, the procedures for reviewing those
7 documents, you want all that in the contract?

8 MR. PARKER: I don't know, it depends on the
9 health of the organization. If it makes sense that
10 you guys are -- because you want to have flexibility.
11 See, that's the whole point about a handbook.

12 MS. SPENCER: Exactly, we do want to have
13 flexibility.

14 MR. PARKER: You want the flexibility of being
15 able to work together to make changes, to make things
16 streamlined and faster and better for the membership,
17 that's the whole reason for them. Right? If you bog
18 down very technical language in the contract, then
19 you're held to it, you're held it for three years.
20 So, it doesn't necessarily serve a purpose to tuck it
21 all in a collective bargaining contract, what you
22 want in the bargaining contract is the spine. You
23 want the framework and then you want the details
24 ironed out in the handbooks.

25 MS. SPENCER: Which is why we just say the

1 handbooks are by -- by reference are an extension of
2 the contract and any kind of changes will be reviewed
3 and vetted by the party for the contract.

4 MR. PARKER: I don't feel comfortable saying
5 that as a member of the team because I don't think I
6 have the authority to do that. I don't think I have
7 the authority to pass on to an alternate document
8 that's not voted on by the membership as a feigned
9 power.

10 MS. SPENCER: You're part of the bargaining --
11 you're the bargaining agent for the college, the
12 Board of Trustees. So, that's what we're talking
13 about. We just want to make sure there's protection
14 in there so there are not wholesale changes made to
15 the handbooks or things that harm the membership or
16 are contrary to the contract and just a plain
17 statement like that.

18 MR. PARKER: We're taking away, though, from
19 the membership. They don't have the --

20 MS. SPENCER: I'm not sure what the objection
21 is. I mean, on one hand you're saying --

22 MR. PARKER: If you are not --

23 MS. SPENCER: -- we don't need all that stuff
24 in there and on the other hand you're saying --

25 MR. PARKER: If you and I --

1 THE COURT REPORTER: Wait, wait, wait.

2 MR. PARKER: Sorry. If you and I agree to
3 something that the membership doesn't like, if it's
4 in a handbook fashion they can basically say that's
5 against the contract and they can grieve it. If we
6 say we agree away from this room in a handbook as the
7 full authority as the collective bargaining contract,
8 they don't have a leg to stand on. They can't grieve
9 it.

10 MS. SPENCER: But those handbooks are produced
11 by the faculty councils. That's what that language
12 is underneath there. So, we're talking about the
13 Academic Affairs Council and the Tenured Professional
14 Development Council.

15 MR. PARKER: Right.

16 MS. SPENCER: So, we just want to make sure
17 that those are not contrary to anything in the
18 contract and that it's understood that what they do
19 is binding and it protects the faculty in some
20 fashion. It's a simple statement, it's not any --
21 and like you said, you have five handbooks on your
22 desk, you can waive the right to review those if you
23 feel that they're --

24 DR. MIEDEMA: I'm still held accountable for
25 them.

1 MS. SPENCER: You --

2 DR. MIEDEMA: If they're in the contract I'm
3 still held accountable for the so I have to -- I
4 can't waive my right to review them. I have to know
5 every sentence in every one of those handbooks --

6 MS. SPENCER: Right.

7 DR. MIEDEMA: -- if I'm going to make sure that
8 we are staying within the guidelines of the contract.

9 MS. SPENCER: And we you should be.

10 DR. MIEDEMA: And for me to have to do that
11 with every change that comes through in the handbook,
12 I would rather say these are the things that I need,
13 these are the things that you need because you feel
14 you need them for protection, let's put that in and
15 let the other details stand on their own. Just like
16 other places within the contract, I said rather than
17 say this date, this date, this date and this date, we
18 start here and it has to be done by here, let me
19 figure out when I'm going to put these things up on
20 the Web to advertise or do whatever the steps may be.
21 Do we have to have every one of those details spelled
22 out because it's just another point of failure.

23 MS. SPENCER: I think it's a simple statement,
24 it just says we won't make -- and the other language
25 said that there would be no substantial changes. The

1 original language that you didn't like if you scroll
2 down there, that was actually simpler. If we just
3 picked up with procedures for the AAC and TPD
4 handbooks, their respective subcommittees by
5 reference or incorporating this agreement and shall
6 be changed only by mutual agreement of the college
7 and the UFF Brevard. You can put in there
8 substantial changes -- substantial changes apart from
9 editorial changes or scribner's errors. I mean,
10 that's pretty simple.

11 DR. MARSHALL: Remember, also, that we do have
12 revisions like goals now, so.

13 MS. SPENCER: That's true.

14 DR. MARSHALL: I think that will cut down a
15 little bit on the constant checking and maintenance
16 of the documents because they're pretty solid now.
17 So, aside from those minor scribner's errors and date
18 changes, things like that, I don't know what else
19 substantive there will be to change.

20 MS. SPENCER: Yeah.

21 DR. MARSHALL: If we were to look at what we
22 would want to include content wise, I mean, is that
23 something that we could do and see how many pages
24 that would add to the contract?

25 MS. SPENCER: If you want to do that. I mean,

1 if that's really what you want to do. I just think
2 it's simpler to say we're working these handbooks,
3 wear doing this mutually. And you're right, they're
4 not the wholesale changes and the big changes that we
5 had when we first established these councils. We're
6 not going to see those kind of changes come through
7 except as state board rules change, which they do.

8 DR. MIEDEMA: As the administrative
9 representative, I really don't care how you select
10 your committee. I don't care if you have a chair and
11 a vice chair and those are the things that are in the
12 handbook. I really don't care, that's your business
13 to run. So, why do I need that information as part
14 of the contract when I don't really care how you
15 decide to run your business as long as you're meeting
16 the contractual requirements.

17 MS. SPENCER: Why would it be okay to make
18 changes without having to pass those changes by you?
19 You don't care?

20 DR. MIEDEMA: I'm fine with that, it's your
21 business to run.

22 MS. SPENCER: Well, then when it comes across
23 your desk just pass it along.

24 DR. MIEDEMA: But if I have that statement in
25 there that is attached, I have to know all the

1 content of that.

2 MS. SPENCER: So, your issue is -- we're not
3 talking about election of vice chairs and chairs,
4 we're talking about procedures that affect the
5 working conditions of faculty, their ability to
6 create new programs, write curriculum, their tenure
7 rights, their ability to earn rank changes, to earn
8 continuing contract credits. I mean, these are
9 fundamental to the working conditions of the faculty.
10 If there are going to be changes to those handbooks,
11 they should be reviewed carefully by both parties
12 because they are an extension of the contract. If
13 we're going to talk about that stuff, if we're going
14 to have these councils and they mean anything and
15 they have a real impact on the way the college is
16 run, then we should be looking carefully at them. It
17 is a lot of work and I'm not, I'm not unsympathetic
18 to what you're saying that there's a lot of things to
19 look at but Debra's point is that there is a review
20 cycle in place and changes are not made capriciously.
21 I think it's been a while since the AA senate --

22 DR. MIEDEMA: We'll talk about it again when we
23 bread.

24 MS. SPENCER: -- has reviewed those handbooks.

25 DR. MIEDEMA: We'll about it again when we

1 break.

2 DR. MARSHALL: Move forward? Where do you want
3 to go next?

4 MS. SPENCER: We're okay with that one.

5 DR. MARSHALL: What's the next article.

6 MS. SPENCER: 8.

7 DR. MIEDEMA: There's one other thing that we
8 wanted to mention real quickly and that is under line
9 804 and this is probably just standard language that
10 has been in the contract for twenty years, but it
11 says a retired faculty member in good standing.
12 You're not a retired faculty member unless you are in
13 good standing. So, that's kind of a redundancy. If
14 you're not in good standing it means you got fired.
15 So, is that -- if you're retired you are in good
16 standing. I never understood that one.

17 MS. SPENCER: Yeah.

18 DR. MIEDEMA: So, we're not going to retire you
19 in bad standing. It just -- it just --

20 DR. MARSHALL: So, do you want to strike that?

21 MS. SPENCER: Okay. Yeah, you can strike it.

22 DR. MIEDEMA: Just strike in good standing.

23 MS. SPENCER: No problem.

24 DR. MIEDEMA: If you're retired, you're in good
25 standing. I'm done with that one.

1 MS. SPENCER: Do you want to take a brief
2 caucus?

3 DR. MIEDEMA: Um-hmm.

4 MS. SPENCER: We're okay with 7 because the
5 next one we're looking at is 8 and that's going to
6 be.

7 DR. MIEDEMA: Yeah, 7 we were ready. In fact,
8 that was the one I was going to do a TA on.

9 DR. MARSHALL: Okay.

10 DR. MIEDEMA: All right. We can take a caucus.

11 DR. MARSHALL: Ten minutes?

12 MS. SPENCER: We're the smaller group, do want
13 us to move?

14 DR. MIEDEMA: No, you guys are all here.

15 (Thereupon, a recess was taken in the meeting.)

16 DR. MARSHALL: All right. When we left we
17 decided that we would table the handbook discussion
18 and still review that.

19 Just moving on in Article 8, this is the next
20 area that we came to that we had one comment still.

21 MS. SPENCER: One moment though. On the
22 handbook, I know we're to table that. In
23 considering, if you think about it until the next
24 time we meet, we could include both handbooks, the
25 AAC and the TPD handbook as appendixes to the

1 contract. The draw back is, of course, you can't
2 make any further changes without ratifying the whole
3 document again.

4 Debbie Anderson is in the restroom and she said
5 something at the break that was worth thinking about
6 and I would like her to say it when she comes back,
7 so. I think it protects both parties. The changes
8 that they're looking at aligning language, for
9 example, on rank, tenure, MCC, that allows them some
10 flexibility to do that work and still have the
11 protection of the contract and both parties be able
12 to look at those things and acknowledge that we agree
13 on it. And what she said was in terms of issues like
14 rank, promotion, tenure, the ultimate decision rests
15 with the president and you don't want, you don't want
16 to turn that over to the faculty entirely and we
17 don't want that to be the process either. So,
18 allowing the language that says we'll include those
19 handbooks by reference allows us both to have some
20 protection to look at those things because those
21 processes are important but -- and it allows them
22 some flexibility to develop those things. It's not
23 to load you up on work or anyone else up on work, and
24 we can limit those things, but it allows the
25 protection. I tried to say what you said so

1 eloquently, Debbie, about the rank, tenure,
2 promotion, the president is the ultimate authority on
3 that.

4 MS. ANDERSON: Right, we only make the
5 recommendation and then he makes the decision. And
6 without the content, the perimeters of the work that
7 we do being embedded by the college, I think I could
8 see that causing some issues at some point in time,
9 so.

10 DR. MIEDEMA: We have language in the contract
11 specific to tenure and rank and those types of things
12 already. That's where I would see putting in those
13 pieces that you want to make sure give you the
14 protection that you need and leave in your handbook
15 those things that you want the option to be more
16 flexible there. That's where I was trying to get to
17 when I said I don't care how you find your vice
18 president or your co-chair, I want to know how you do
19 your outcome. Those pieces are very appropriately
20 put into the contract or an appendix or any other way
21 you do. The whole handbook is all the nuts and bolts
22 of how you're going to do your process. That is not
23 necessarily the thing to put in the contract, those
24 guidelines. And that's why in my original notation
25 to you when we first looked at it I said check with

1 Debbie to make sure this aligns, check with Debbie to
2 make sure this aligns because that's what we want,
3 those language -- those articles that we have in
4 there addressing those need to align with the
5 handbook and that was the time to make sure we have
6 that alignment. Beyond that do we need the other
7 parts attached to the contract, I don't believe so.

8 And what Jack is trying to say is we -- you all
9 vote on approving the contract and the appendixes.
10 Thirty or less of you vote to approve the handbook
11 but you're speaking for the whole faculty and by
12 attaching it to the contract you're giving that
13 handbook that's been approved by thirty people the
14 same weight as this. We need to take those things
15 that you need that weight for put into the contract
16 for the general population to vote and the rest of it
17 which is operational needs to be done by the
18 committee or the council. That's the point. And I
19 don't know a better way to explain that.

20 MR. PARKER: And for clarification too, it's
21 kind of sort of innuendo that it's because of the
22 work to be done. Let me tell you, nobody on this
23 side of the table is shy, especially Dr. Miedema, of
24 a doing the work that needs to be done. So, it's not
25 a concern about that, it's -- my particular concern

1 is exactly that, generally when you approve a
2 contract, you approve it as it's written. You ratify
3 it as it's written. That's why it's meaningful. You
4 have sometimes appendix or appendixes that are
5 attached to the contract which are static in nature,
6 they don't change, they're not a living document that
7 can change. Once you approve something that's a
8 living document that can be approved by other people
9 that is not ratified, you're putting yourself in the
10 position of someone saying, hey, I have an unfair
11 labor practice. If I'm a member that votes on a
12 collective bargaining agreement and it's in writing
13 and all of a sudden what was important to me changes
14 because it changes in a handbook because people
15 decided to change it, I don't agree with that, I
16 voted and I ratified a contract that was solid black
17 and white and you changed the context of it without
18 me and my fellow members voting to ratify it and I
19 would claim that's an unfair labor practice by my
20 union representation.

21 So, that's why typically the contracts are --
22 they are what they are from A to Z. You try to make
23 sure everything that's important is in the contract
24 and, yes, you have living documents to try to make
25 the contract and anything we do liveable, but you

1 don't want to necessarily extend the power and
2 authority of a ratifying contract to a living
3 document that other people don't vote on. It
4 undermines their authority as a member.

5 MS. SPENCER: Which is exactly why you would
6 have that statement in the contract that says these
7 handbooks are by extension included, and by reference
8 included in the contract. Then when you vote on that
9 contract and ratify it you understand that that's
10 what you're doing.

11 MR. PARKER: Yes, if you leave the handbooks
12 untouched for three years.

13 MS. SPENCER: No, if you have that language in
14 there that says both parties will review it and no
15 changes --

16 MR. PARKER: To me that's not good enough.

17 MS. SPENCER: That's what we're proposing
18 there.

19 MR. PARKER: To me though you're going to
20 change -- you could change something that we didn't
21 vote on as a membership. To me that -- you just -- I
22 think you'll probably, if you ask Michael to look
23 into it, you'll probably won't have to look far
24 before you find other negotiation groups that have
25 done that and unfair labor practice has resulted.

1 That might not necessarily be the case because,
2 again, we have a great team here, and I know what
3 you're trying to do, we're just trying to work
4 smoothly together quickly, but we do have to respect
5 the process and the ratifying of a contract is a very
6 important thing.

7 MS. SPENCER: Okay. So, we'll table this for
8 now.

9 So, do you want to address these? You said in
10 a comment that you were okay with the five hours
11 leaving the language as is? We talked about this
12 last week.

13 DR. MIEDEMA: Well, what my question was, and
14 let me get to that page, my comment was if we look at
15 the overload and make sure that faculty understands
16 that five hours out of their ten are expected to be
17 here and not 50%. The question was if I'm on release
18 time as department chair, I don't -- I teach one less
19 class which means several hours less of office time
20 and now at 50% instead of having to be on campus for
21 five hours I only have to be on campus for two and a
22 half hours because I have reduced my teaching load.
23 If we put this in the language that says that five
24 hours of your ten hours, it just clarifies that there
25 still is an expectation that five hours are going to

1 be done on campus.

2 MS. SPENCER: Yeah. So, you want to leave the
3 language as it is then? Because that's already in
4 there.

5 DR. MIEDEMA: May schedule. I would -- I would
6 say that they need to schedule five hours on campus
7 rather than saying five hours off campus.

8 MS. SPENCER: The contract --

9 DR. MIEDEMA: Do you understand why I'm trying
10 to say that?

11 MS. SPENCER: Okay. So, what we're talking
12 about is faculty work week and their office hours and
13 what you're trying to do -- what you want to do is
14 make sure that faculty are here for five hours.

15 DR. MIEDEMA: I just want to make sure that --
16 that's why I was saying 50% originally because if you
17 only -- because of your scheduling only need to do
18 eight hours of office time, then four of those are on
19 campus and four of them are off campus. If you have
20 to do ten, it's five and five. Rather than saying
21 that five hours, what if I have reduced my load, I
22 have been given -- for some reason I'm on a special
23 project and I have 50% release time so now I don't
24 have to do any time on campus for my students for
25 this 50% of the classes that I'm teaching. Because

1 five hours can be scheduled elsewhere and that's all
2 I have to do is five hours a week.

3 MS. SPENCER: You have to schedule your office
4 hours in thirty minute increments across four days,
5 four consecutive days.

6 DR. MIEDEMA: That's just the question is if
7 everyone is teaching full load, then saying it this
8 way fits. If they're not, then are we really saying
9 that they need to be here half the time? Are we
10 really saying that they don't have to be here expect
11 for whatever they're supposed to do minus five hours?
12 Just a point of clarification.

13 DR. MARSHALL: So, what you're suggesting is
14 that we change the to say all faculty members will
15 schedule five hours of office time on campus.

16 DR. MIEDEMA: Or say 50%. That's why I said
17 the 50% in the first place was that it's the same
18 thing.

19 MS. SPENCER: No, it's not the same thing if
20 you're teaching in overload. If you're teaching
21 sixty points overload, then that obligates you then
22 for not just five hours on campus, it obligates you
23 for six hours, right? We're up to twelve.

24 DR. MIEDEMA: Put in here 50% up to load.
25 Overload is then done this way.

1 MS. SPENCER: I just don't understand what --
2 can you --

3 DR. MARSHALL: Yes, that's something that I
4 could we can do before we come back to our next
5 session.

6 DR. MIEDEMA: I just want to make sure that
7 that's clear and it's equitable for our students.
8 The point is student access and to make sure there's
9 availability, and 99% percent of faculty it's not
10 going to be an issue for. And I recognize that. As
11 Jack mentioned last time that we met, we have to
12 write the contract with the lowest common denominator
13 sometimes.

14 MR. PARKER: Hopefully I said it nicer than
15 that.

16 DR. MIEDEMA: And that's why I said the 1%.

17 DR. MARSHALL: We can work on that later and we
18 can send recommended language back.

19 DR. MIEDEMA: So, that was the question.

20 DR. MARSHALL: And that's also related to this
21 one, is that right?

22 DR. MIEDEMA: That's all of that.

23 DR. MARSHALL: Is this related to the same or
24 is this?

25 DR. MIEDEMA: This in J behind 950, this was a

1 response to the discussion on PSAV faculty and I'm
2 having sixty minute hours versus the fifty minute
3 hours and my suggestion here was that because they
4 are in a very interactive environment by necessity in
5 the PSAV, that we could schedule that up to a certain
6 percentage of their office hours are counted into the
7 teaching hours. So, they're aren't even obligated
8 for five hours office time beyond that which gives
9 them more of an equivalency with everybody else.
10 Because that's very true, that is what they're doing.

11 They're working with someone welding, they're
12 right there with them. They have any questions
13 they're having those conversations. So, why not
14 account for some of that giving them credit, for lack
15 of a better word, for some of their office time right
16 then because that's what they're doing. In all of
17 our PSAV programs because they're hands on. That was
18 just a suggestion.

19 MS. SPENCER: We have to take that up when we
20 look at the load point calculation. We could discuss
21 that again.

22 DR. MARSHALL: Okay. I didn't note whether or
23 not we had agreed on this change but I think this is
24 language that we just added in.

25 DR. MIEDEMA: Yes, and that's perfectly fine.

1 I saw that in there.

2 DR. MARSHALL: Okay.

3 DR. MIEDEMA: It's nice when you highlight it
4 because I can make sure I don't miss them.

5 DR. MARSHALL: And we would be okay with
6 deleting this because the counselors are broken out,
7 right?

8 DR. MIEDEMA: Um-hmm.

9 MS. SPENCER: Yes.

10 DR. MIEDEMA: Some of these are just really
11 little minor cleaning up the language but it means
12 less next time around.

13 DR. MARSHALL: No, it doesn't. I don't think
14 there's anything else here.

15 This I just needed a clarification on exactly
16 what the statute is. I do believe it's now 100.7271.

17 DR. MIEDEMA: Let me get to that.

18 DR. MARSHALL: And that's the full statute I
19 believe.

20 DR. MIEDEMA: Um-hmm, that is the statute.

21 DR. MARSHALL: So, that's the number we want to
22 go with?

23 DR. MIEDEMA: Yes.

24 DR. MARSHALL: And I have this also up here,
25 overload assignment.

1 DR. MIEDEMA: The idea there was if we
2 horseshoe or request from you to teach off of
3 campuses, we are paying you for travel. If you elect
4 because you want to do an overload on another campus,
5 that is an election, it's not a position that you had
6 to do in order to make load and in that case we would
7 not pay travel.

8 MS. SPENCER: Do you pay travel?

9 DR. MIEDEMA: If you're on two campuses in one
10 day, you just fill out a travel form. And we do have
11 some faculty that historically have been split
12 between two campuses and if they taught on both
13 campuses in the same day including an evening class,
14 they did get paid milage.

15 DR. MARSHALL: You're saying if faculty elects
16 to do that the college will not reimburse.

17 DR. MIEDEMA: If it's done as the overload
18 because it's their election at that point in time,
19 it's not something we had to do or they had to do in
20 order to make their load assignment.

21 DR. MARSHALL: Okay. And I'll clean that up
22 for the next time.

23 DR. MIEDEMA: Perfect.

24 DR. MARSHALL: And then we have as allowed by
25 applicable administrative code.

1 DR. MIEDEMA: It is perfect.

2 DR. MARSHALL: Lynn?

3 MS. SPENCER: Yeah, that's fine.

4 DR. MARSHALL: And then down to E-Learning line
5 1229.

6 DR. MIEDEMA: Right. In 1229, E-Learning
7 section, may be considered as part of the faculty
8 member's regular load with approval because the
9 supervising administrator has the managerial rights
10 to say I need this many classes on campus.

11 MS. SPENCER: No, we don't want to do that.
12 It's been in there for a long time, if you consider
13 it part of the faculty member's load, if a faculty
14 member has courses scheduled and they don't make and
15 then they end up being reassigned to classes that
16 just tear their lives apart and make sure that --
17 just to make sure that they have a load on campus,
18 that's really disruptive.

19 DR. MIEDEMA: I don't understand what you
20 comment.

21 MS. SPENCER: Why would you need the approval
22 of the supervising administrator. E-Learning
23 sections may be considered a part of a faculty
24 member's load, why wouldn't they be able to be
25 considered a part of faculty member's load?

1 DR. MIEDEMA: If they're needed on campus they
2 should be teaching on campus also.

3 MS. SPENCER: Well, why wouldn't you know that
4 ahead of time? I mean, this is like so if you -- I
5 mean, you're assigning the classes, they're signing
6 up for overload, why wouldn't it be would -- why
7 wouldn't faculty members be eligible to have that be
8 part of their load?

9 DR. MIEDEMA: If it's part of their assignment,
10 yes. We're not saying we're going to take them out
11 of an E-Learning and say they now have to teach on
12 campus.

13 MS. SPENCER: Right.

14 DR. MIEDEMA: What we're saying is if their
15 campus has needs when making a schedule, that they
16 meet those needs and the E-Learning is traditionally
17 been the overload if their time is needed on the
18 campus.

19 MS. SPENCER: So, how do you envision the
20 schedule -- the schedule's made now, like, it works
21 through the department, through the provosts, right?

22 DR. MIEDEMA: Um-hmm.

23 MS. SPENCER: And then it comes back, the
24 faculty, often times the schedule just rolls over.
25 So, why is it in necessary to have that with the

1 approval of supervising administrator in there? I
2 don't understand that.

3 DR. MIEDEMA: What if you decide next semester
4 that you want to teach all of your classes online.

5 MS. SPENCER: And who's going to offer me all
6 of those classes online?

7 DR. MIEDEMA: I'm just saying. And then Sandy
8 doesn't have anyone to teach the sections here, she
9 has to go out to find an adjunct.

10 MS. SPENCER: I don't -- I want to think about
11 that. I don't why you would have to have the
12 approval of the supervising administrator when the
13 schedule has been functioning just fine.

14 DR. MIEDEMA: This does not say that --

15 MS. SPENCER: All that says is an E-Learning
16 section may be considered as part of the faculty
17 member's regular load. I think you open up a whole
18 can of worms when you add that with the approval of
19 the supervising administrator. I mean, you already
20 have the right of assignment to schedule classes but
21 what that allows you to do is to buttonhole
22 individual faculty members and say that they will or
23 will not be allowed to do that. What you do as an
24 administrator is you make a schedule that meets the
25 needs of the students and then you coordinate with

1 the faculty to make sure those classes are met and
2 all the needs of the students are met. And if part
3 of that is -- if part of the full time faculty
4 member's load in that situation is online learning, I
5 don't think you need language in there that says it
6 has to be by the approval of the supervising
7 administrator.

8 You see what I'm saying. Like, you schedule
9 the classes and then you fill them with the personnel
10 that you have, right? Isn't that right?

11 DR. MIEDEMA: Yes.

12 MS. SPENCER: Yeah. So, why do you -- I don't
13 understand why you need that language in there.

14 DR. MIEDEMA: I don't understand why there's an
15 opposition to it.

16 MS. SPENCER: I just said because that
17 particular thing allows you to buttonhole individual
18 faculty members who may be already teaching online as
19 part of their load. Not on this campus but there are
20 other campuses where there have been arrangements
21 that are part time that's online, part time it's
22 face-to-face and that allows some arbitrary -- in
23 some cases it could be an arbitrary power and you
24 could have somebody that would go in there because
25 they didn't like the faculty member being too much

1 online and not present on campus. I has a potential
2 for abuse in some areas.

3 DR. MIEDEMA: I am taken aback by your comment
4 because I don't understand why there would be an
5 abuse situation. I really truly don't. All we're
6 trying to say here is that there is a looking at the
7 needs of the students. Because last year you taught
8 three classes online does not mean that this year
9 you're going to teach three classes online if the
10 need is for this.

11 MS. SPENCER: Okay.

12 DR. MIEDEMA: It's just creating a schedule and
13 finding that balance and if we've met the campus
14 needs and there's availability to teach online,
15 absolutely teach online. And if you haven't met your
16 load on campus and you want to teach online, go right
17 ahead, there's no problem with that. The problem is
18 the first priority needs to be make sure that we're
19 meeting the student need.

20 MS. SPENCER: So, the first priority then is
21 the face-to-face rigor mortar campuses?

22 DR. MIEDEMA: If you are assigned to a campus
23 and they need you on that campus, then I guess, yes.

24 MS. SPENCER: Is E-Learning a separate campus,
25 is that how we understand that? Like they're an

1 entirely separate campus or division?

2 DR. MIEDEMA: No, they're not an entirely
3 different campus, they are part -- they are a
4 teaching modality within our campus. Each of our
5 campuses.

6 MS. SPENCER: So, why wouldn't you allow your
7 personnel to have that flexibility to schedule
8 classes online as well as face-to-face? You're
9 meeting the needs of the students if you have the
10 classes and they're scheduled and they're filling.
11 What priority -- I'm not understanding what priority
12 there is for the face-to-face classes over the online
13 classes. That's what I don't understand.

14 DR. MIEDEMA: All right. We'll take that under
15 advisement, but I really think that we are fighting
16 over a very, very narrow definition that is not the
17 purpose of this statement at all.

18 MS. SPENCER: Okay. Maybe to shed a little
19 light on this, in the larger context to think about
20 how we schedule classes, we want to meet the needs of
21 the students.

22 DR. MIEDEMA: Exactly.

23 MS. SPENCER: That doesn't mean particular
24 faculty members have to teach here or there as long
25 as the needs of the students are being met, right?

1 DR. MIEDEMA: That is correct.

2 MS. SPENCER: Okay. So, we're -- I want to
3 understand. So, this is the way we have
4 traditionally done the schedule, we address the needs
5 of the student and then we find the personnel to fill
6 those sections.

7 DR. MIEDEMA: That is correct.

8 MS. SPENCER: And is there any issue with
9 allowing faculty some flexibility in how they build
10 their schedule? Those are working conditions, right?

11 DR. MIEDEMA: It depends on the needs of the
12 students. That's the primary focus here is meeting
13 those educational needs of our students. That's what
14 we're here for.

15 MS. SPENCER: Right. So, do you understand
16 what I'm saying? So, you have a schedule, here's our
17 schedule of classes and these are classes that all
18 have to have instructors and student needs that have
19 to be met. What is wrong with having faculty choose
20 where they -- having some flexibility in where they
21 choose classes they fill? Having tenured faculty
22 have priority over adjunct faculty, having tenured
23 faculty have priority over non-tenured faculty.

24 DR. MIEDEMA: That's not what you've asked for
25 here in.

1 MS. SPENCER: While we're talking about it, I'm
2 saying in terms of the bigger question about work
3 load issues. That's what I'm thinking about this in
4 that context in a larger context of how we schedule
5 and how we develop our schedules and what choices
6 faculty have in those scheduling issues and what do
7 you see. We both agree that this is an issue of
8 meeting the needs of the students, that's the
9 priority, and what harm in there -- harm is there
10 then in allowing faculty some flexibility if we say
11 these courses have to be filled and these needs have
12 to be met and we agree that that's the priority, what
13 harm in there in a faculty member having some of
14 their load online choosing to do that themselves
15 rather than having the approval of their supervisor
16 before they do that.

17 DR. MIEDEMA: What typically should happen is a
18 discussion with faculty these are the courses that we
19 need to have. Various clusters and various
20 departments and various campuses approach it
21 differently. In some campuses, like the math
22 department in Palm Bay, these are the courses, these
23 are the times, we'll go around and you all choose
24 one. Now we'll go back around and we choose another
25 one. That's how they have opted as a department to

1 make those assignments. That's fine. That's with
2 supervisory approval. Did we say you must teach this
3 night class and this day class and this class over
4 here, no, we let the faculty get together to take a
5 look at that but the administrator has the approval,
6 which they have any way.

7 My concern in this was that somebody could say
8 I want to teach five of my classes online and I have
9 a need for a face-to-face class. That's why there
10 has to be a communication, there has to be some
11 approval because five classes online may be well and
12 good, but if I can't find someone to teach at 10:00
13 o'clock in the morning, which is difficult to find an
14 adjunct to teach because you're doing all of yours
15 online, I need to have some flexibility here.

16 MS. SPENCER: I understand that. If you have
17 classes that you can't find instructors for, that
18 certainly makes a lot of sense.

19 DR. MIEDEMA: That's why we said with approval.
20 That was the only reason for that was so that we can
21 balance schedule out.

22 MS. SPENCER: Okay. So we'll talk about that
23 later.

24 DR. MIEDEMA: We agreed take that one out.

25 DR. MARSHALL: I think we took care of this,

1 right?

2 DR. MIEDEMA: Yes, we did.

3 DR. MARSHALL: By adding it in above.

4 DR. MIEDEMA: We're fine with that. That's
5 what you were going to look at or talk about because
6 of the twelve points versus putting the office hours
7 in.

8 MS. SPENCER: That only partially addresses the
9 difference in pay that they're looking at. So, we
10 were talking about maybe looking at a pay
11 differential, just something added to base instead of
12 fudging the points there from ten to twelve. So
13 something equitable, look at a number of hours,
14 number of contacts hours these people are working and
15 come up with a proposal for something out of the base
16 in the contract and that won't affect their overload
17 points and so it would give you a more reliable
18 measure of what you're facing in terms of economics
19 to address that pay inequity. Is that something that
20 would be possible where that you have --

21 DR. MIEDEMA: It would have to be considered in
22 the context of the entire economic package that we're
23 able to offer, which I can't respond to yet because
24 we don't have budget.

25 MS. SPENCER: Okay. So, we can't talk about

1 that now either.

2 DR. MIEDEMA: I really can't -- I can't commit
3 to things that are going to cost the college more
4 money until I know what the budget is. That's why my
5 suggestion was the other because that is worth into
6 the general budget but it helps to make it as the
7 workload.

8 MS. SPENCER: Right, and that doesn't really
9 address the pay inequity that we're looking at.
10 We're just looking at pay inequity, we're not even
11 looking at a compensation package. We're just
12 looking at addressing the situation that these people
13 have been put in because of rule changes and state
14 changes. You acknowledge it's not fair. So, we're
15 trying to find a way to solve the problem.

16 All right. What else?

17 DR. MARSHALL: Load points.

18 DR. MIEDEMA: This was to try to address the
19 comment about being able to spread your points over
20 the whole year versus two semesters.

21 DR. MARSHALL: Is it spreading points out over
22 let's say three semesters or was it choosing two of
23 the three semesters that we had discussed? I can't
24 remember.

25 DR. LAMB: It was initially choosing which two.

1 DR. MARSHALL: Two of the three, so.

2 DR. MIEDEMA: Okay.

3 DR. MARSHALL: Are there cases where we spread
4 it over the whole year, the load points that we're
5 required to work?

6 DR. MIEDEMA: Yes. We have situations
7 typically in nursing where they work two and part way
8 into a third semester.

9 DR. MARSHALL: Right, I remember that.

10 DR. MIEDEMA: And their points are spread over
11 those three semesters.

12 MS. SPENCER: Can we address that now? Just
13 find within the contract language as it is. I'm
14 weary of inserting changing that to academic year
15 because then you end up with faculty who work three
16 semesters instead of two that they work now. So, if
17 you have the option to average three hundred points
18 over spring, summer and fall, you could have somebody
19 teaching thirty points in -- sixty points in the
20 fall, sixty points in the spring and then teaching
21 again in the summer. There has to be some safeguard
22 for faculty that they're not going to be put in the
23 position where their nine month contract is extended
24 to twelve months without any kind of. I mean, that's
25 what they does, that opens that up to changing it

1 from nine months to twelve months.

2 MR. PARKER: It does say by mutual agreement.

3 DR. LAMB: By mutual agreement.

4 MR. PARKER: It's not going to happen without
5 their say so.

6 DR. MARSHALL: I think we could probably fill
7 it up somewhat but. I'm not sure exactly what but
8 it's here.

9 MS. SPENCER: What do you mean?

10 DR. MARSHALL: I'm not sure how to restate it
11 but I think we could probably state it so it's.

12 MS. SPENCER: Is there an urgent need to
13 restate it? I mean, it works now. What you have
14 works now.

15 DR. MIEDEMA: Well, it works now because the
16 nursing faculty have not come back to say you can't
17 do what you're doing.

18 DR. MARSHALL: And we may have cases, Lynn, if
19 we do decide to do something like the banking that we
20 were considering where faculty will want to work
21 three semesters in a year's lengths. So, we might
22 need to clean it up so that it's clearer to match,
23 but that's something we can work on.

24 DR. MIEDEMA: I mean, we can leave it and just
25 continue doing what we're doing, it's not a problem.

1 MS. SPENCER: We can look at it.

2 DR. MIEDEMA: I'd like to have practice and
3 policy match.

4 DR. MARSHALL: The banking is still.

5 DR. MIEDEMA: Still working on that.

6 MS. SPENCER: Yeah, and -- go ahead, Robert.

7 DR. LAMB: Could I ask a question about that?
8 Earlier, I don't who I'm asking it to, the way it
9 says now, back up, the person --

10 DR. MARSHALL: Here?

11 DR. LAMB: Yes. The person with the decision
12 is the supervising administrator, not the faculty
13 member. So, if a faculty member wants to go to a
14 supervising administrator the way it's written now
15 and request to teach three hundred points over three
16 semesters, the administrator can say no, right?

17 DR. MIEDEMA: The situation we have had this in
18 the past has been those programs where we have front
19 loaded content for students and that's why it was the
20 supervising administrator that made the initial
21 contact. An example being surgical tech. We have X
22 amount of stuff that you need to get into these
23 students heads before they can go and practice on
24 real patients. So, the first semester they teach
25 overload but they don't want to get paid overload,

1 they wanted to be able to work less in the next
2 semester when the students are at clinicals because
3 we have adjuncts who are taking them to their
4 clinicals. So, that's how this started.

5 The same thing happens in medical assisting.
6 The first semester is very heavily loaded because
7 they're getting all the foundational stuff. The next
8 semester when they go out and start their clinicals
9 they become instructor of record because they're just
10 going out and checking on the clinical sites.
11 They're not having to do all the teaching in that
12 semester. So, they want -- they didn't want to get
13 paid overload and then have to pick up other classes
14 other than their supervision in the second semester.
15 So, that's where it became the mutual agreement. But
16 it did start with the supervising administrator
17 saying, hey, how are we going to balance this out.
18 That's where the history of this came from.

19 DR. MARSHALL: I think that's the same thing
20 you were talking, Lynn.

21 DR. MIEDEMA: Sandy says we've also done it
22 with individuals who are going to be pregnant.

23 DR. MARSHALL: Right, I think it's the same
24 thing that you were getting at earlier, the same
25 analogy could be drawn, right? The supervisor

1 creates the schedule of whatever classes need to be
2 scheduled to meet the needs of the students and the
3 faculty sits down with the supervising administrator
4 to figure out which courses they want to teach and
5 when. So, it's the same kind of situation. So, we
6 might be able to clean that up a little bit and look
7 at it again.

8 And the banking is, of course, still under
9 consideration.

10 MS. SPENCER: You have a note eliminate B.

11 DR. MIEDEMA: Eliminate B. That was from my
12 perspective to take a whole major semester off is
13 pretty substantial and I thought the idea of banking
14 was to try to reduce the load because you end your
15 doctoral or you need to take a sabbatical and you
16 want to offset your sabbatical. When we first
17 started talking about it I did not realize that the
18 thought was we could just take a whole semester off.

19 The question that comes up with that is if you
20 are doing that, does that impact your other benefits.
21 And that I don't know.

22 MS. FURGUESON: There's a couple of things that
23 came to mind when I started researching this. First
24 of all, those that ask for an early payoff. This is
25 going to have to be done well ahead of time, you

1 know, well ahead of time for all that. The rule is
2 as long as you are on payroll, you're getting a
3 check, your benefits stay intact. As long as -- in
4 the case of where you request a payoff, then we
5 calculate -- like during the summer months, we
6 calculate those benefits. We're going to have to
7 really look at the specifics on how this is done.
8 We've had banking of -- and so the process seemed to
9 have worked but there's a lot of --

10 DR. MIEDEMA: We just have to look at the
11 legalities.

12 MS. FURGUESON: Yeah.

13 DR. MIEDEMA: So, we're -- and I did not have
14 the opportunity to do an intense review of that,
15 neither did Darla, she was starting to look into what
16 some of those things are and that's why I said we
17 need to take a look at that because it impact other
18 areas, plus it may impact -- taking a major semester
19 off may very definitely impact scheduling. So, we
20 would have to look at when and how we do it.

21 DR. MARSHALL: Could we stipulate as long as we
22 know X amount in advance?

23 DR. MIEDEMA: Yeah, that's why we have to take
24 a look at it because if you're going to take the
25 whole semester off and you're the one man teaching in

1 that program, it's a little tough to find somebody to
2 fill in for you.

3 MS. SPENCER: Right. It has to be by mutual
4 agreement of the administration.

5 DR. MIEDEMA: Yes. So, there's going to have
6 some discussion there because there are situations.
7 That was the first thing when I read that I went oh,
8 my word, how do we fill some of these programs if we
9 do that.

10 MR. ZACKS: I was told I didn't get any time
11 off because you're it. They said you don't go
12 anywhere.

13 MS. FURGUESON: Welcome to my world.

14 DR. MIEDEMA: So, we just need -- it's not that
15 we can't do any of these things, but we need a little
16 more time to really make sure we have the specifics
17 together because I would hate to present this and
18 then for someone get all excited that they can do
19 this and say, oh, man, I can't do it because I don't
20 have anyone to replace you.

21 MS. SPENCER: Yeah.

22 DR. MIEDEMA: At that point in time. That
23 would not be a good time to realize that we have a
24 problem.

25 MS. SPENCER: Very good.

1 DR. MIEDEMA: The more I thought about it
2 because that was my suggestion to change this
3 language to area of concentration to cluster, but
4 then I thought not necessarily can everybody in the
5 cluster teach within the cluster. If you take our
6 technical programs in the cluster, you can't say
7 within their cluster. We can't ask our automotive
8 instructor to go and teach -- have prior to teach in
9 culinary. They're in the same cluster.

10 DR. LAMB: Greasy food.

11 DR. MIEDEMA: Yeah, little greasy food.

12 DR. LAMB: Well, furthermore, the cluster --

13 MS. SPENCER: It has to be credentialed. Maybe
14 we can just say --

15 DR. MIEDEMA: Yeah. So, it's just like --

16 DR. LAMB: But the cluster organization may
17 change next year. I mean, who knows.

18 DR. MIEDEMA: Absolutely.

19 MS. SPENCER: Why don't we say in which a
20 faculty member's credentialed to teach.

21 DR. MIEDEMA: I think I like that.

22 DR. MARSHALL: In their credentialed
23 discipline.

24 DR. MIEDEMA: In their credentialed
25 disciplines, you can put plural. That would make

1 sense.

2 MS. SPENCER: And then you don't have to worry
3 about --

4 DR. MARSHALL: And it doesn't have to be
5 regularly, right?

6 MS. SPENCER: Yeah.

7 DR. MIEDEMA: Yeah.

8 DR. MARSHALL: In his own. Say it again.

9 MS. SPENCER: Teaching overload in an area in
10 which he's credentialed.

11 DR. MIEDEMA: In his credentialed disciplines.

12 MS. SPENCER: We're going to clean that up too.

13 DR. MARSHALL: This way?

14 MS. SPENCER: It's better when you say that but
15 we get the idea, right?

16 DR. LAMB: Um-hmm.

17 DR. MARSHALL: And then we can take this out,
18 right?

19 MS. SPENCER: Just grammar, right, Robert?
20 You're reading that sentence too.

21 DR. MIEDEMA: Yes.

22 DR. LAMB: No, actually I was glazing over.

23 MS. SPENCER: Oh, okay.

24 DR. MIEDEMA: He was on to the next subject
25 already.

1 DR. LAMB: Feigning attention.

2 DR. MARSHALL: Outside that discipline?

3 DR. MIEDEMA: Yes.

4 DR. MARSHALL: Okay. Progress.

5 DR. MIEDEMA: I don't know if you wanted to
6 include in the statement when you talk about
7 overloads, but as administrators we have added a step
8 in our process of approval which if there are excess,
9 excess of the sixty credits, sixty points, we do have
10 a review of all the provosts to make sure that we're
11 applying those rules as equitably as possible. And I
12 don't know if that's important to have a statement to
13 that effect in here, but it is a fact that's what
14 we're doing and that way -- there was a concern a
15 couple of years ago that one provost may be more
16 willing to let people do overloads than another one.
17 So, now anything over sixty hours we review as a
18 group. So, I don't -- and that's --

19 MS. SPENCER: Anything over sixty hours for the
20 major semesters, right?

21 DR. MIEDEMA: Um-hmm.

22 MS. SPENCER: One twenty for the summer.

23 DR. MIEDEMA: Sixty points. I shouldn't say
24 sixty hours, sixty points, yes, in a major semester,
25 then we can review that. Anything over the hundred

1 and twenty in the summer we review as a group. And
2 if you want that in there so that everyone knows
3 that's how it's done, we can make sure that's added
4 in. If it's not, it's just knowledge that's how
5 we're processing it from our perspective.

6 MS. SPENCER: The point of procedure, the same
7 thing that you do on our campus, is that done across
8 the college, request for overload, the same form?

9 DR. MIEDEMA: Yes, everything comes up the same
10 way. And that's why we bring it to our provost
11 meeting and we say, okay, Sally Jones wants to teach
12 five hundred and twenty points this semester and the
13 first question is is she nuts? After we get past
14 that we look at and say, oh, five of those classes
15 are the same class so it's one preparation but, you
16 know, more gravy but at least it's one syllabus that
17 you're following. And we look at that and have their
18 evaluations been good and have they had any
19 complaints from students, okay, approved. So, that
20 way we're having a full review of these things when
21 they come up.

22 DR. MARSHALL: I think we were all in agreement
23 on this one, I just wanted to make sure before I
24 deleted all the comments. With the three years at
25 the end of the current term language.

1 DR. MIEDEMA: Um-hmm.

2 DR. LAMB: Three years should be hyphenated.

3 DR. MIEDEMA: We need a technical writer. I'm
4 only kidding.

5 MS. SPENCER: Tony can handle that.

6 DR. MARSHALL: Okay. So.

7 MS. SPENCER: The two too's shouldn't be split
8 but.

9 DR. MARSHALL: I'm not exactly sure what's
10 going on here. The lottery language was okay?

11 MS. SPENCER: Yeah, except for the to should be
12 on the other side of they cycle. It's a grammar
13 thing, we'll get it later.

14 DR. MARSHALL: Here?

15 MS. SPENCER: No, no, no, the to, T-O, see
16 option two. Never mind, we'll do it later.

17 DR. MARSHALL: The option.

18 MS. SPENCER: No, no, the -- never mind.

19 DR. MARSHALL: That's how I had it.

20 MS. SPENCER: No, no, never mind, the two, the
21 whole word gets moved to the other side of that
22 modifying clause.

23 DR. LAMB: Too and to's have to be right next
24 to each other, otherwise it is a split infinitive.

25 DR. MARSHALL: Oh, why didn't you say that.

1 MS. SPENCER: I don't know.

2 DR. LAMB: That's a happy infinitive.

3 DR. MARSHALL: And so we're okay with this now?

4 MS. SPENCER: Yes. All right. I'm not sure --

5 oh, I see.

6 DR. MIEDEMA: Oh, it's 4:00 o'clock.

7 MS. SPENCER: Yeah.

8 DR. MARSHALL: It's almost five after.

9 MS. SPENCER: So, we should stop at program

10 manager/program coordinator.

11 DR. MIEDEMA: Yes.

12 MS. SPENCER: We'll put all that stuff in

13 there. We were okay with that one like that, so.

14 All right. And then -- you okay with stopping here?

15 You all right with that?

16 DR. MARSHALL: Next meeting?

17 DR. MIEDEMA: Two weeks.

18 MS. SPENCER: You let us know what time works

19 best for you all.

20 DR. MARSHALL: Oh, right, because we'll be into

21 the summer.

22 DR. MIEDEMA: We'll have that information. We

23 have to talk about that when we caucus. We'll get

24 that to you. We'll talk a couple of minutes while

25 you guys go to your other event. Go to your party.

1 For the sake of the court reporter I was going to say
2 event.

3 (Thereupon, the meeting was concluded at 4:10
4 p.m.)

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C E R T I F I C A T E

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STATE OF FLORIDA)
(SS:
COUNTY OF BREVARD)

I, JILL CASEY, Court Reporter and Notary
Public, certify that I was authorized to and did
stenographically report the UFF Negotiation Meeting and
that the transcript is a true and complete record of my
stenographic notes.

DATED this 6th day of May, 2015.

JILL CASEY
Court Reporter