

TRANSCRIPT OF THE
UNITED FACULTY OF FLORIDA
NEGOTIATION MEETING

June 17th, 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 17th day of June, 2015, commencing
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1 DR. MIEDEMA: Okay. We have the proposed
2 agenda from UFF and I have no problems with
3 addressing those things in the order listed. So,
4 let's go ahead and proceed.

5 MS. SPENCER: Okay. So, Article 14. We met
6 last week and you were making changes to things that
7 you and I had TA'd.

8 DR. MIEDEMA: Um-hmm.

9 MS. SPENCER: So, I woke up in a panic one
10 night oh, my god, we signed off on that. So, do you
11 want to revisit some of those things? I mean, we're
12 not going to go back and renegotiate the salary that
13 we did.

14 DR. MIEDEMA: Well, let's take a look at it.
15 The way the process works is tentative agreement, if
16 we both agree to look at it, then we can take a look
17 at it. So, let's see what those concerns and things
18 are and we can move forward.

19 DR. MARSHALL: You want to go line by line on
20 here?

21 MS. SPENCER: Let's do that.

22 DR. MIEDEMA: Yes.

23 DR. MARSHALL: So, the dates and percentages,
24 we just changed those. Line 2602.

25 MS. SPENCER: Yeah, and we didn't see that

1 covered, the transcripts.

2 DR. MIEDEMA: It talks about the transcripts
3 but it doesn't give a specific date. So, we'll deal
4 with leaving it to.

5 MS. SPENCER: Okay. Great.

6 DR. MARSHALL: I'm go to go ahead and delete
7 those then?

8 DR. MIEDEMA: Um-hmm.

9 MS. SPENCER: Great.

10 DR. MARSHALL: Line 2630.

11 MS. SPENCER: Yeah, this is what we talked
12 about. If you back up there, there was language we
13 also -- that changed in the minimum salary schedule.
14 If you go back up, please.

15 DR. MARSHALL: To?

16 MS. SPENCER: 14.3, line 2610. So, we struck
17 that. We both -- we had both looked at that and said
18 that's really unnecessary. Just want to acknowledge
19 we're okay with that.

20 DR. MIEDEMA: Yes.

21 DR. MARSHALL: Am I okay to delete that then?

22 DR. MIEDEMA: Yes, you may delete that. We
23 have agreed to that.

24 MS. SPENCER: And then here's where we sat down
25 and we were talking last time about those

1 supplemental contracts which appear in Article 8 and
2 they're also here in Article 16. In Article 8 it
3 says compensation will be provided as in Article 14
4 and there's nothing specific about those assignments.
5 We talked at the table last time I think thinking
6 about those in terms of non-instructional
7 assignments. So, for example, you mentioned the
8 curriculum for the new program that you wanted to
9 have written. So, this would be the thing that would
10 provide you a mechanism to do that, right, to employ
11 faculty for those things. And it's not really a
12 supplement because you're going to apply, for
13 example, in the curriculum issues over the summer
14 you're going to contract the faculty to do these
15 things, other things that might come up, the creation
16 of a program management handbook or some other things
17 that you need in order to get these programs up to
18 speed. So, we wanted to provide something that
19 was -- we had that language.

20 DR. MIEDEMA: In the definitions.

21 DR. MARSHALL: We did.

22 MS. SPENCER: In the definitions, yeah.

23 DR. MARSHALL: I put auxillary assignment in
24 the definitions and then I think we need to
25 probably -- there probably are going to be a couple

1 of locations that we'll have to further clarify what
2 that means exactly in terms of --

3 DR. MIEDEMA: Well, I noticed that you --
4 instead of having it in this article you added it in
5 under another place within the Article 14.

6 DR. MARSHALL: Right.

7 MS. SPENCER: Because we weren't sure where you
8 wanted to put that. I mean, we have supplemental
9 monetary supplements 14.6 and then we put it as the
10 final thing in the monetary supplements. So, that
11 was on there. And then we also put it in Article 8
12 and we'll go through that and look at that. And then
13 the definitions Article 8 and Article 14. Then there
14 would be a correlator, we can either define the
15 compensation in this article, say here's what you
16 get, or we can put it in the appendix like we do for
17 some of those other programs, or those supplemental
18 petitions and see what you want to do there.

19 DR. MIEDEMA: Well, I don't have an issue with
20 the location. We can put it wherever we feel it
21 makes the most sense. I do need to change a little
22 bit with the verbiage that is specified.

23 DR. MARSHALL: So, before we go to do that, is
24 it okay if I just delete it away from here and we'll
25 work on it under the next?

1 DR. MIEDEMA: Yes, you can delete from that
2 section.

3 MS. SPENCER: Thank you.

4 DR. MARSHALL: And we'll work on it down here,
5 is that right?

6 DR. MIEDEMA: Before we go to far, go back up
7 to 14.6, please.

8 DR. MARSHALL: Is that in program coordinator?

9 DR. MIEDEMA: Line -- oh. It used to be 14.6.
10 It is 14.6.C, overload courses. Let me just point
11 something out here. Right there.

12 DR. MARSHALL: Here we go.

13 DR. MIEDEMA: Doctoral degree, we will now be
14 paying at 63.67. That brings up the category to --

15 DR. MARSHALL: We're okay to make those
16 changes?

17 DR. MIEDEMA: Yes.

18 MS. SPENCER: We are, yes.

19 DR. MIEDEMA: The reason being that when
20 Dr. Richey made the announcement at the Board meeting
21 on Monday that adjuncts should get a 2% increase, HR
22 did the calculation and then I compared it to what
23 we're paying full-time faculty to do that, I wanted
24 to make sure it was at least the same amount that you
25 would get if you were just an adjunct, so.

1 MS. SPENCER: And that was the only one that
2 was?

3 DR. MIEDEMA: No, there are actually Masters
4 degree.

5 MS. SPENCER: No, Masters she said, not Masters
6 plus.

7 DR. MIEDEMA: No, the Masters degree was 56.65
8 needs to be 56.76.

9 MS. SPENCER: Oh.

10 DR. MIEDEMA: Yeah, it's a biggie. But the one
11 that makes -- and Baccalaureate, 50.93, another
12 biggie but I wanted to make sure that we addressed
13 those and we got that in the contract as well.

14 MS. SPENCER: And the Master plus 30 was?

15 DR. MIEDEMA: Even though we had TA'd I thought
16 we'd go back and look at that.

17 MS. SPENCER: Thank you. Masters plus 30 was
18 no difference then?

19 DR. MIEDEMA: That one was okay.

20 MS. SPENCER: Okay.

21 DR. MIEDEMA: I did the math on each one of
22 them.

23 DR. LAMB: But those aren't all just 2% higher,
24 are they?

25 MS. SPENCER: No.

1 DR. MIEDEMA: No, what we did is make sure that
2 we were at least where the adjuncts were.

3 DR. LAMB: Got it. Got it, got it.

4 DR. MIEDEMA: All right. Now you can go on.

5 MS. SPENCER: So, you wanted to make some
6 changes to the verbiage here you said, the language,
7 you had some --

8 DR. MIEDEMA: The language.

9 MS. SPENCER: We had talked about this.

10 DR. MIEDEMA: Right. The language that says an
11 auxillary assignment, non-instructional assignment
12 for full-time faculty for a specified time and a
13 clearly defined purpose. I'm absolutely fine with
14 that. In advance of assignment the college is
15 obligated to define the assignment and announce the
16 position to all full-time faculty. It may not be
17 appropriate to announce to all full-time faculty.

18 MS. SPENCER: Yeah. Well, would you like to --
19 I mean, the reason -- I know, we were working on that
20 and the reason we put that in there is to understand
21 that if there is a position available, if there is an
22 opportunity that the faculty have -- that there be
23 some transparency and some rationality and that was a
24 way -- that was what we came up.

25 DR. MIEDEMA: I don't have a problem with

1 opening it up to more individuals but we need to have
2 something in there that defines that it is --

3 MS. SPENCER: Eligible faculty.

4 DR. MIEDEMA: Eligible faculty.

5 MS. SPENCER: Okay.

6 DR. MIEDEMA: That would address it because if
7 I'm asking to have the nursing curriculum reviewed,
8 Lynn, I'm not going to ask you to do it. I'm sorry,
9 I love you but I'm not going to do that.

10 MS. SPENCER: Right.

11 DR. MARSHALL: So, if we insert the word
12 eligible here.

13 DR. MIEDEMA: Right. And then the other thing
14 I'd it to say is rather than say that the college is
15 obligated, just say the college will.

16 MS. SPENCER: Okay. That's fine, yeah.

17 DR. MIEDEMA: It just makes it sound like you
18 have to twist our arms to do that and I don't think
19 that that's a fact. We want to be as transparent as
20 possible.

21 MS. SPENCER: Great.

22 DR. MIEDEMA: And then compensation will be
23 specified. I don't necessarily know what each of the
24 compensations is going to be. Can we be a little
25 more general and say will be comparable for

1 comparable assignments, or equal for comparable
2 assignments, so. If it's curriculum everybody gets
3 this rate but if something else comes up it's not
4 going to be in the appendix.

5 MS. SPENCER: Can I ask you about the
6 curriculum? I think there should be something in the
7 appendix but -- and we can talk about that, but in
8 terms of paying for curriculum, I understand the
9 pressing need to get these programs up and running
10 but it's kind of a touchy thing.

11 DR. MIEDEMA: I know it is.

12 MS. SPENCER: People have written a lot of
13 curriculum.

14 DR. MIEDEMA: That's why it's real touchy to
15 say that. If you put in an appendix and say there
16 are situations that will pay \$400 for someone to
17 write a curriculum, then why I don't pay it all year
18 long when is that is part of the job of the faculty,
19 it's part of the job of the cluster chairs, it's part
20 of the responsibilities. The difference is this is
21 being done under a tight framework because regulatory
22 agencies are requiring that we make changes and it's
23 being doing while faculty are off contract. So,
24 somewhere along the line we need to identify that
25 these are for things that are outside the normal

1 scope of the faculty role.

2 MS. SPENCER: Right. And the issue that --
3 with the curriculum though is maybe if there's some
4 mechanism where you provide notice to the bargaining
5 agent for the faculty, like UFF, and let us know this
6 is what's happening. And I understand the priorities
7 but --

8 DR. MIEDEMA: Yes.

9 MS. SPENCER: But something in there that says
10 a deviation from this. Are we allowed -- I don't
11 know, we'll have to caucus and talk about it but
12 there's got to be some way we can craft language that
13 doesn't leave it wide open.

14 DR. MIEDEMA: I would rather say that the
15 compensation will be reviewed with UFF leadership
16 prior so that we have that compensation, you know
17 what we're doing and why we're doing it. That's that
18 transparency and I don't have an issue with that at
19 all. Because I don't necessarily have a dollar
20 amount that I can state for any situation that might
21 come up that is an emergency exception and this is
22 done as an exception, this is not done as a routine,
23 and maybe we need to say that.

24 MS. SPENCER: Okay.

25 DR. MIEDEMA: That it's done on an exceptional

1 basis and with review with UFF.

2 MS. SPENCER: So, in terms of having some sort
3 of -- you know, instead of pulling a number out of
4 the air we talked about maybe if you are employing
5 faculty when they're off contract to do these
6 assignments, pay them their daily rate of pay. So,
7 if it takes a day to write four courses or two days
8 to write four courses or whatever, then you pay them
9 a that rate. That was one option we talked about.
10 Or to provide a baseline. So, if it's important and
11 if it's an exceptional situation, then there should
12 be an expectation that there -- this matters and the
13 compensation will be at a minimum this amount, which
14 I would think would be the equivalent of a three
15 credit course or thirty points is what we were
16 talking about. Now, that's not consistent with what
17 you mentioned last week but in thinking about the
18 exceptionalities, is that something you would
19 consider? That would at least make it reliable so
20 you would say okay, I've got this auxillary
21 assignment and here's what I've got to pay, is it
22 really that important, is it something that we can't
23 get done during the regular year, is it something. I
24 know you make those decisions all the time, I'm a
25 suggesting that, at least then you have the benchmark

1 and it's a little more reliable for faculty, it's a
2 little more transparent whether you say it's daily
3 rate of pay or whether you say it's going to be a
4 benchmark minimum of thirty points for an assignment.

5 DR. MIEDEMA: Well, I can tell you that there
6 would be very few auxillary assignments if I have to
7 guarantee everybody a thirty point payment because
8 some of these things are going to be more, some are
9 going to be less and that's just not going to work
10 very well.

11 MS. SPENCER: Daily rate of pay is a lot less
12 than that, isn't it?

13 DR. MIEDEMA: What is the standard for writing
14 curriculum? Does it take you one day or two days.

15 MS. SPENCER: I don't, that's a good --

16 DR. MARSHALL: Depends on the course.

17 MS. SPENCER: I was trying to think about that
18 too. I mean, the course, it's a lot of mulling it
19 around in your head and looking at stuff and then
20 when you sit down and write it, I don't know. Laura
21 could speak to that.

22 DR. MARSHALL: Well, and then it also rewrites
23 as it goes through the process of approval. So, you
24 have that to factor in also.

25 Are there other assignments that we're

1 considering here or are we really just talking about
2 curriculum writing?

3 DR. MIEDEMA: Well, that's the only thing that
4 we have used this for in recent times at all and
5 that's only been this summer. So, we could even
6 change it completely and just say that an auxillary
7 assignment is only done under extenuating
8 circumstances and will be negotiated.

9 MS. SPENCER: Yeah, that's fine. I mean,
10 because this summer you're not going to have that
11 issue because we're still under the old contract,
12 it's going to be until this is ratified. So, if
13 you -- I don't -- do you anticipate having the same
14 crunch next summer or this is a one time thing. So,
15 really we're not looking at anything that's --

16 DR. MIEDEMA: What we tried to do this summer
17 is basically a catch up year because there was so
18 many changes that came from the state and so many
19 other curriculum changes. The problem has been that
20 curriculum doesn't get to AAC until November or
21 January and then they have just a couple of months to
22 try and handle all of this. By doing some over the
23 summer we can get some into that Fall cycle so we
24 reduce the stress load on that team that are trying
25 to do that review and once -- and we actually have

1 established through the AAC, from what they've told
2 me, two dates. So, if you want it reviewed in the
3 Fall, it has to be in by this date. If you want it
4 reviewed by the Spring, it has to be in by this date.
5 So, we shouldn't have this crunch going further
6 unless the state throws us another boomerang saying
7 we need twenty courses rewritten by tomorrow.

8 DR. MARSHALL: Oh, that's not going to happen.

9 MS. SPENCER: Are they done -- they're done
10 this week, aren't they? Is this the last week of the
11 session.

12 DR. MARSHALL: They finished.

13 MS. SPENCER: They finished?

14 DR. MARSHALL: Two days ago.

15 MS. SPENCER: Two days ago. I haven't even --
16 boy, I tried to.

17 DR. MARSHALL: They signed it at midnight.

18 MS. SPENCER: Okay.

19 DR. MARSHALL: So, let me ask this question
20 then. If we're really just talking about some
21 specific circumstances for curriculum development,
22 maybe we can clarify this by calling it auxillary
23 curriculum development assignments and then define
24 what that means more clearly.

25 MS. SPENCER: I like the idea of leaving it not

1 tied to curriculum because there might be
2 circumstances where you want to write a program
3 managers handbook. That's a discussion that's
4 happening because you're hiring a lot of new faculty
5 who are managing programs and they don't know the ins
6 and outs of where's these things go. There's a -- as
7 an example. So, I mean, I don't want to tie it down
8 just to curriculum. And if you start to say that
9 it's just for curriculum, then you're going to have a
10 whole bunch of faculty that are going to be really
11 mad because they've written all this curriculum and
12 gone through all this process and they didn't get
13 paid, so.

14 DR. MARSHALL: So, can we more clearly define
15 what these things are that we're discussing? So now
16 it's curriculum development and handbook writing.
17 Those are two very different things.

18 MS. SPENCER: That's just as an example.
19 Right.

20 DR. MARSHALL: I understand what you're saying
21 but my point is those are two very different things
22 that take different -- you take different approaches
23 to doing them and they take a different amount of
24 time to do. So, putting a baseline figure on this is
25 going to be challenging if we're going to have this

1 giants category of stuff outside of the scope of my
2 job that I may or may not be asked to do.

3 MS. SPENCER: Right. Well, that why I'm saying
4 we should have a baseline either daily rate of pay or
5 a minimum with these points with the understanding,
6 is what you said, this is extraordinary thing and
7 you're probably going to make use of that very often
8 but we want to make sure that you have the mechanism
9 to do that if you need that.

10 What are the other circumstances under which --
11 the curriculum I understand, writing handbook, you
12 know, what else in other circumstances would you find
13 that you would use an auxillary instead of
14 reassignment or something like that?

15 DR. MIEDEMA: If you use a daily rate of pay,
16 how do you I negotiate how many days. I need a
17 program manager handbook done, how many days is that
18 going to take you to write. Or do I just say it's
19 open-ended until you get it done.

20 MS. SPENCER: No, you wouldn't do that, that
21 would be foolish, right. You would say listen, I'm
22 going to give you three days, do you want the job,
23 right.

24 DR. MARSHALL: I want that job.

25 MS. SPENCER: Or I'll give you two eight hour

1 days, do you want the job.

2 DR. MIEDEMA: Right, and that's why my
3 suggestion was that we just put simple statement in
4 there that says this is extraordinary circumstances
5 and we will sit down and we'll have that conversation
6 so that you feel comfortable that I'm not taking
7 advantage of anyone. We need that opportunity. And
8 then you can say no, no, last year you paid this for
9 this and this is comparable, e it should be paid this
10 and I think that's appropriate.

11 MS. SPENCER: So, when we caucus you can write
12 language, you can strike that. So, we'll say we have
13 some understanding of what we're doing here. I like
14 the extraordinary thing in that we'll consult on the
15 or negotiate, I don't know negotiate, about the pay.
16 Okay. So, and that would an okay place to leave that
17 then for now?

18 DR. MIEDEMA: Yes, let's just --

19 MS. SPENCER: Okay. We're all right with that.
20 Okay. So --

21 DR. MIEDEMA: That should be relatively easy to
22 resolve.

23 MS. SPENCER: Yeah, we put some new stuff in
24 there. You saw that, yeah?

25 DR. MIEDEMA: Yes, the high performing faculty

1 supplement.

2 MS. SPENCER: You mentioned last week -- I like
3 the look on your face. Did you get that? You
4 mentioned last week when we were talking about
5 performance incentives and perform pay and that
6 ADPA's is a peer award and that's a good thing, we
7 want to keep that in place, but in terms of this
8 point system in the previous negotiation session we
9 talked about this as away to give you a quantifiable
10 measure to tell the state here's our faculty, they've
11 met this benchmark and then faculty that exceed that
12 benchmark and we put a hundred percent in there. So,
13 faculty who exceed the benchmark for MCC be
14 compensated, we had talked about a 100% of the
15 benchmark or -- and we're just talking are you
16 interested in doing that on a trial basis maybe
17 looking at that. So, the idea would be that a
18 faculty member who exceeds their MCC requirements in
19 any cycle by a 100%, this is what we were talking
20 about, would get so much added to base, to their base
21 salary. That's -- that's something to talk about and
22 it may not go into this contract cycle but we wanted
23 to put that out there.

24 DR. MIEDEMA: I think it's a good discussion
25 point to have, I'm not sure that this contract is

1 where we need to put it because probably what we also
2 want to talk about is the ADPA process and this and
3 also the endow faculty chair and see if we can come
4 up with a mechanism by talking about how we can reach
5 excellence and how we can define excellence and how
6 we can reward excellence, and I don't have a problem
7 with any of those things, I just don't think that at
8 this point we have enough specifics to be able to say
9 this is part of the contract, but I will commit to
10 working on this in the whole packet to make sure that
11 we have something going forward that will make sense.

12 MS. SPENCER: Okay. Well, we'll strike that
13 for now.

14 DR. MIEDEMA: I think it's a great idea.

15 DR. MARSHALL: You want me to take it out?

16 MS. SPENCER: Yeah, you can take it out, yeah.

17 DR. MIEDEMA: I just didn't feel like we had
18 quite enough to say this is it for now.

19 MS. SPENCER: And then we had reviewed together
20 the ADPA section last week, I don't think there's any
21 changes we made to that.

22 And We didn't get to talk about, did we, the
23 professional learning? Yeah, we did, we made the
24 changes to that last week as well, did we not,
25 professional learning activity support saying that

1 would report to you instead of the?

2 DR. MIEDEMA: Correct.

3 DR. MARSHALL: Okay. What is it that I need to
4 fix here?

5 MS. SPENCER: Is that your copy or mine?

6 DR. MARSHALL: This is what came from you but
7 it's on my drive.

8 MS. SPENCER: I think we changed, did we?

9 DR. MIEDEMA: We stopped it right there because
10 we don't need to say it's for a specific year since
11 it's in the contract.

12 DR. MARSHALL: So, take that out.

13 MS. SPENCER: Right.

14 DR. MIEDEMA: Yes. And then that was my
15 initial conversation but we changed it to what's
16 here. So, you can eliminate my temp note.

17 DR. MARSHALL: It's happening.

18 DR. MIEDEMA: And that's 14.

19 MS. SPENCER: That's it, good. So, we can re
20 TA that or just tear up the other maybe before we
21 leave today.

22 DR. MIEDEMA: Yeah, um-hmm. We'll look at
23 that, we just want to get the language into E and
24 then we follow that same language in the definitions
25 and we follow that same language in Article 8 and I'm

1 good with that.

2 MS. SPENCER: We can probably TA Article 4 too
3 while we're at it because that's the duration of the
4 agreement.

5 DR. MIEDEMA: Yes. That was the only thing we
6 had remaining on that one.

7 MS. SPENCER: Yeah, that was the other thing we
8 were talking about there.

9 DR. LAMB: That's not on our agenda, we can't
10 do it.

11 DR. MIEDEMA: Somebody had a day off, I can
12 tell, he's feeling his oats.

13 MS. SPENCER: Okay.

14 DR. MIEDEMA: All right. So, where do we want
15 to go now?

16 MS. SPENCER: Do you want to look Article 6 or
17 Article 8?

18 DR. MIEDEMA: You tell me which one you want to
19 go to next.

20 MS. SPENCER: We look at it while we're fresh.

21 DR. MIEDEMA: Sure.

22 MS. SPENCER: Let's go with the agenda, Article
23 6, we look at that. Did you look at the language
24 that we put in there? We never got to talk about it
25 at the table. We had proposed language to address

1 that handbook concern on page 38, 6.16, that
2 highlighted language. I don't know if you got a
3 chance to look at it but.

4 DR. MIEDEMA: Yes, I did look at that. I think
5 we have several places where we address particularly
6 with tenure and professional development that the
7 specifics for this are in the handbook and I'm fine
8 with that. I still have an issue with saying that it
9 is it is incorporated into the agreement and the
10 reason I have difficulty with that is just again what
11 we've said is two hundred and sixty-two people
12 reviewed this and approve it, thirty or less review
13 and approve the handbook and I just -- I have -- I
14 would hate to have the contract not approved because
15 of a handbook. Somebody reads through the handbook
16 and says I don't like the way they're doing that, I'm
17 not going to approve the contract because that's
18 their right at that point in time. I just don't
19 think that that serves the purpose. I really would
20 like to see this -- the critical pieces in the
21 contract and the latitude to operationalize those
22 things in the handbooks. So, I still -- I'll review
23 it with my team when we do a caucus but that's still
24 a question that I have.

25 MS. SPENCER: I have some -- can you show her

1 that language? And I have -- when we caucus I'll
2 talk to my team a little more about this but the
3 handbook. So, instructional procedures will not be
4 changed except according to review cycle and
5 procedures established in their respective handbooks
6 or by mutual agreement of the parties to the CBA.
7 So, right now the handbooks were revised, or they're
8 weighting for approval or I don't know what the
9 process is for the AAC, you revised that one was it?

10 DR. MARSHALL: I revised the formatting.

11 MS. SPENCER: Okay.

12 DR. MARSHALL: I took some suggested materials
13 that came from various venues and incorporated that.
14 That went back to Scott Harbor.

15 MS. SPENCER: Right. I remember Tony was --
16 Tony, when we wrote the -- when we worked on the
17 original handbook for the AAC, do you remember there
18 was language in there that said it established a
19 review -- not a review recycle but changes, how
20 changes could be made in the handbook, under which
21 condition, so.

22 DR. MARSHALL: So, that's in the AAC handbook,
23 the faculty handbook is the one that I worked on.

24 MS. SPENCER: Okay. Sorry, I misspoke then.

25 DR. MARSHALL: But I did include at the end of

1 the faculty handbook a revision cycle and how to
2 handle scribner's errors and/or major content
3 changes. I don't know if they adopted that or not
4 because once they sent it back to Scott. My only
5 real job was to get the formatting fixed.

6 MS. SPENCER: Okay. And we do in the AAC
7 handbook, this is the latest, this is April 2014
8 iteration, so there's still language in that says
9 there's a procedure for additions, revision and
10 update and amendments. So, if we have that, if we
11 just have a reference to that, that it won't be
12 materially changed except according to the handbook
13 procedures. I mean, would that work? We need in the
14 TPDC handbook though and we can Debbie Anderson and
15 her council to put that in there. So that they're
16 not making wholesale changes to these processes that
17 affect faculty livelihood and wages, hours and
18 working conditions.

19 DR. MARSHALL: And that should probably be the
20 same language and the same cycle for all of the
21 handbooks, all of the major handbooks. So, you're
22 talking about the handbook that drives the AAC, the
23 faculty handbook and the TPDC handbook probably need
24 to be on the same revision cycle with the same exact
25 language in each handbook.

1 MS. SPENCER: That would be good. Would
2 that -- and then that way we just have that statement
3 instead of saying that they're by extension included,
4 or reference included in the contract. It's
5 essentially -- it's really the same thing, it allows
6 you some mechanism to say they changed it and they
7 didn't observe their own procedures.

8 DR. MIEDEMA: But if it's a faculty driven
9 process and faculty don't follow their own process,
10 by having it attached to the contract I'm responsible
11 for it.

12 MS. SPENCER: Right, that's what I'm saying we
13 have this instead, we just have a statement that says
14 the handbooks won't be --

15 DR. MIEDEMA: You're still not hearing what I'm
16 saying.

17 MS. SPENCER: Okay. I'm not.

18 DR. MIEDEMA: You miss your deadline that
19 you've established internally in your handbook, I'm
20 the one held accountable for it because I'm the
21 administrative person because it's part of the
22 contract. The contract says what I have to do to
23 support faculty. So, when the handbook is attached
24 to it, anything that's in that handbook in addition
25 to the hundred and twenty-five pages that are here,

1 I'm accountable to make sure that you've done the job
2 that you need to do. If you don't real elect a
3 president or the chair the way you said you're going
4 to do it, I can be held accountable for that. That's
5 your business to run, not my business unless I go to
6 every meeting and I make sure that everything's being
7 done which I don't think is what you want. You don't
8 want me hanging out at every meeting.

9 MS. SPENCER: I don't see how -- I mean, we've
10 had this issue before with other processes where the
11 faculty have the say in things. So, the ADPA
12 process, there were complaints about the way that
13 handled but faculty can't grieve processes against
14 other faculty members. And they don't come to the
15 administration, they have no case against the
16 administration for that in that instance, right. But
17 it also protects you from changes.

18 I mean, if the AAC gets in there and they elect
19 somebody and they decide they're going to change the
20 tenure process and now it's going to be this and the
21 only thing you need to do is, right.

22 DR. MIEDEMA: Well, several years ago we did
23 have a situation where one of the cluster groups did
24 not report there ADPA and I was told that they were
25 going to file a grievance against the administration

1 because I should have made that happen. It never
2 happened but I'm just saying that's where I get a
3 little discomfort in that process because if you say
4 this is the deadline that you've set internally,
5 we're not in violation of the contract but we are in
6 violation of the handbook, what is my accountability.

7 MS. SPENCER: Well, does that address it?
8 Right. It just says that the councils won't -- will
9 make changes according to their review cycle and
10 procedures that they establish in their respective
11 handbooks or by mutual agreement of the parties of
12 the CBA and that's -- that just says they won't --
13 and in that handbook, for example, they still have
14 language that says they'll notify you and they'll
15 notify UFF when they're doing this.

16 DR. MARSHALL: I think the clarification that
17 you're asking for is something to the effect of --
18 you know, there are things in the handbook that have
19 nothing to do with the contract necessarily.

20 MS. SPENCER: Yeah, I understand that.

21 DR. MARSHALL: You want that stuff set aside is
22 what you're saying.

23 DR. MIEDEMA: Yeah, because that doesn't affect
24 me, it affects how you run your business.

25 MS. SPENCER: Right.

1 DR. MARSHALL: Right. So, what we're really
2 talking about here is the content of the handbooks
3 that does have relevance to the contract and that's
4 maybe how we need to think about writing that piece.

5 MS. SPENCER: Yeah, and that's -- I think
6 that's what we did, right? So, that's the language
7 that we proposed in here but we can look back and --
8 we'll caucus and see if we can tweak it.

9 DR. MIEDEMA: We'll take a look too.

10 MS. SPENCER: Because we'd like to move this
11 down the road.

12 DR. MIEDEMA: But that's where it's coming from
13 and it's not that that happens, it's not that I'm
14 afraid of a grievance, because I certainly know how
15 to handle a grievance.

16 MS. SPENCER: I know, you got enough things to
17 deal with.

18 DR. MIEDEMA: But it's that whole thing is that
19 it raises a level of disparity that we don't need to
20 have. We're here to work together. We have too much
21 to do to have to deal with situations that should
22 have been handled here that now are handled here.

23 MS. SPENCER: We had a question earlier in
24 the -- so, we'll do that at caucus.

25 Early in the Article 6.7, outside employment,

1 did we talk about this? We were reviewing it again.

2 DR. MIEDEMA: Yes.

3 MS. SPENCER: About in the event a conflict
4 between employment. Its line 581, 582.

5 DR. MARSHALL: It use to be on yours. I've got
6 it.

7 MS. SPENCER: Oh.

8 DR. MARSHALL: Well, because I've changed stuff
9 since we started today, but it's close.

10 MS. SPENCER: I'm looking at the bottom part of
11 it, right, in the event a conflict between employment
12 with the college does occur. Now, why -- do we have
13 administrative procedures that ensure?

14 DR. MIEDEMA: Yes, we do.

15 MS. SPENCER: What are they?

16 DR. MIEDEMA: In fact, I was just going to pull
17 it up for you.

18 MS. SPENCER: It's in the Board's manual.

19 DR. MIEDEMA: I think I have it with me. It's
20 procedure 310.4, conflict of interest, that's where
21 it comes from. And I'll share the document that we
22 have that everyone is asked to sign because we're
23 trying to make sure that that we're not addressing
24 conflict of interest.

25 DR. MARSHALL: You want me to see if I can put

1 it up here?

2 DR. MIEDEMA: And the reason that we talk about
3 this being primary is that we do not limit the amount
4 of outside work an individual can do unless it
5 affects their performance here.

6 MS. SPENCER: Right.

7 DR. MIEDEMA: And so that's the only reason for
8 that language in there is if we're a situation where
9 I'm working full-time here and I'm working three
10 other jobs full-time and I start to not meet my
11 obligations here, that we go back and say look, this
12 is primary, you need to clean up your other stuff and
13 get back. And we have had to address that not with
14 faculty but with staff before. So, that's the same
15 language that we use for staff.

16 MS. FURGUESON: Can I?

17 DR. MIEDEMA: Yes, please.

18 MS. FURGUESON: One of the things that we use
19 this form a lot for is when we have an employee that
20 has an on-the-job injury, and I've just had this
21 recently happen, we always do a whole research on
22 this and come to find out the injured employee was
23 out of work here but was working the second job. So,
24 if we have this form on file, that's where we can go
25 and look and it's serves quite a good purpose.

1 MS. SPENCER: So, the adjunct employees sign
2 that? I mean, part-time faculty, they do?

3 MS. FURGUESON: If -- yeah, if they have a
4 second job when they come on board or if they obtain
5 a second job, you know, throughout their employment,
6 then we -- they're supposed to.

7 DR. LAMB: Part-time staff also?

8 MS. FURGUESON: Yes, every single employee.

9 DR. LAMB: Oh, my Lord. How long has this been
10 around?

11 MS. FURGUESON: I've been here thirty --
12 thirty-one years. Long time.

13 DR. LAMB: Oh, my Lord, I wish I knew about
14 that.

15 DR. MIEDEMA: You probably signed it when you
16 started.

17 DR. LAMB: Oh, if we're talking about me, I
18 have an outside job and I remember very carefully
19 signing. I'm thinking about a theater worker who
20 liked to call two hours before he was due here saying
21 oh, I got a job in Orlando so I'm there.

22 DR. MIEDEMA: Exactly. And that's what's this
23 does to protect us.

24 DR. LAMB: Got it. Got it, got it.

25 MS. SPENCER: Okay.

1 DR. MIEDEMA: That's what it's for.

2 MS. SPENCER: You can strike that.

3 DR. MARSHALL: We're striking it?

4 MS. SPENCER: We'll strike that comment, yeah.

5 DR. MIEDEMA: I thought it would be helpful to
6 see, that's why Darla brought it. Thank you.

7 MS. FURGUESON: Um-hmm.

8 MS. SPENCER: And 6.11, enhancement of
9 professional skills, we're going to -- we talked
10 about that but still in there. We talked about the
11 loan reimbursement. Student loans must be in good
12 standing and current within the past twelve months
13 and may not be delinquent and I think your final
14 assessment of that was you didn't want to do that or
15 we're not doing that.

16 DR. MIEDEMA: Well, I asked Darla to pull up
17 what we currently pay just in deferment and tuition
18 reimbursement. Last year for faculty alone it was a
19 \$30,000. So, we're talking about a signature dollar
20 amount that if we go to increase this is definitely
21 going to affect other services.

22 MS. SPENCER: When you say deferment, do you
23 mean -- so I'm taking a ceramics class, is that what
24 you mean, a deferment for that?

25 DR. MIEDEMA: Yes.

1 MS. SPENCER: Materially it's not. I'm just
2 taking a seat in the class but it's not costing
3 money. So, that's combining both of those things,
4 the tuition reimbursement.

5 DR. MIEDEMA: If you want to look at
6 reimbursement, it's a \$126,896 in reimbursement.

7 MS. SPENCER: Okay.

8 DR. MIEDEMA: Actual dollars out, which is a
9 significant dollar amount. And if you listen to
10 Dr. Richey's discussion at the Board meeting, we
11 already cut twenty-five positions. So, I have a real
12 hard time with adding more stuff. We just need to
13 take a look at if we want to redo how we give the
14 money out, I'm fine with that, but to add more at
15 this point in time is probably not in the cards.

16 MS. SPENCER: Okay.

17 DR. MIEDEMA: But if we want to take a look at
18 revising and say okay, we're going to set the limit
19 here for this type of thing and here for this type of
20 thing so that we don't exceed this dollar amount, I
21 think we're okay with that, or somewhere in that
22 neighborhood.

23 MS. SPENCER: I think we'll have to -- we'll
24 talk about that at caucus.

25 DR. MIEDEMA: That's why I wanted you to see

1 what the actual costs were.

2 MS. SPENCER: Thank you, appreciate that.

3 DR. MIEDEMA: Because that does help. And
4 again, there's nothing here that's secret, anything I
5 know I will share.

6 MS. SPENCER: Thank you.

7 DR. MIEDEMA: That's why I brought some of that
8 information with me.

9 MS. SPENCER: On 6.14, I think that's the
10 eLearning. I guess -- and you said before eLearning
11 is -- okay. We'll just put the language here on line
12 694. 693, Debra?

13 DR. MARSHALL: It is on the copy that -- oh,
14 sorry.

15 DR. MIEDEMA: 6.14.

16 DR. MARSHALL: I don't know how to get back to
17 that now.

18 MS. SPENCER: Hit the big button on the desk
19 top, will it work?

20 DR. MIEDEMA: All right. The question was with
21 eLearning.

22 MS. SPENCER: Yeah.

23 DR. MIEDEMA: ELearning is not considered a
24 campus by SACS, it is considered a teaching modality
25 because it's online. So, it will be similar to what

1 we do as an institute. An institute is not a
2 separate campus, it's just a different process. It
3 doesn't have all of the services of a campus.

4 MS. SPENCER: Debra, go ahead.

5 DR. MIEDEMA: But the reason we were going to
6 put eLearning in here was simply because right now we
7 do not have, other than the department chairs,
8 full-time faculty teaching online. Putting it here
9 gives us the option.

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

11 DR. MARSHALL: So, for all intensive purposes,
12 procedurally it will function like a campus, we just
13 can't call it that because SACS won't let us.

14 DR. MIEDEMA: Exactly. Just like we don't call
15 nursing campus, we call it nursing institute.

16 DR. MARSHALL: Is this okay then?

17 MS. SPENCER: That's fine, yeah.

18 DR. MIEDEMA: And it gives us a little more
19 flexibility to be able to allow people to do more
20 than teaching online as we have those needs.

21 MS. SPENCER: 6.14 if you scroll down line 714.

22 DR. LAMB: I still don't understand that
23 language, maybe I'm missing something. So, letter B,
24 faculty members will be assigned to one of the four
25 campus locations.

1 MS. SPENCER: Right.

2 DR. LAMB: But then there are five listed;
3 Titusville, Cocoa, Melbourne, Palm Bay, or an
4 establish center or institute.

5 DR. MIEDEMA: One of the four campuses or an
6 established center and institute.

7 MS. SPENCER: May be we should put the campuses
8 in parenthesis.

9 DR. LAMB: It's not written that way.

10 MS. SPENCER: We'll correct that at the caucus.

11 DR. MARSHALL: I can do it now, I can take that
12 out and just put A, campus location.

13 MS. SPENCER: Okay.

14 DR. MIEDEMA: To a campus location.

15 DR. MARSHALL: Or.

16 DR. MIEDEMA: Or, absolutely.

17 MS. SPENCER: That's fine.

18 DR. MIEDEMA: I'm fine with that.

19 DR. MARSHALL: All right.

20 DR. MIEDEMA: In that same section under
21 vacancies under point B, B.3.C, if you go all the way
22 down, the supervising administrator making a transfer
23 request decision will notify the requesting faculty
24 of a decision in writing within ten business days. I
25 have no problem with that. My question is do we do

1 that before we post externally that we notify them
2 that they did not get the position or do we wait
3 until after they've done the outside interviews?

4 MS. SPENCER: What do you do because that's
5 come up before, what is the practice and what is
6 being done. We never clarified that.

7 DR. MIEDEMA: What we've done in practice has
8 been whatever the committee wanted us to do. If they
9 were uncomfortable with the person who was an
10 internal candidate knowing that they had declined
11 them until after all the interviews were done, we
12 held off doing that notification. If they were okay
13 with it, we would notify them. So, it's been kind of
14 loose because we're trying to not make this a
15 difficult situation for the faculty. We want you to
16 choose the best person. We don't want you to have to
17 face that person when you still don't know who might
18 be from the outside wanting to come in and maybe that
19 person is the best of the choices after all, but we
20 don't want you to feel that you're forced to make a
21 decision one way or the other. So, I don't have a
22 problem whichever way, I would just like to have it
23 clarified because doing it one way one time and
24 another way the next time is not in our best
25 interest. So, whatever you want to do, just tell me.

1 MS. SPENCER: I don't know. I'm looking at
2 that language and I'm thinking it's problematic. We
3 can talk about it at caucus. Go ahead.

4 DR. MARSHALL: I think it's an easy change
5 actually. I think we could probably put within ten
6 business days of the committee's --

7 MS. SPENCER: Final recommendation.

8 DR. MARSHALL: -- notification to the chief
9 learning officer, you know, whatever that process is.

10 MS. SPENCER: When they determine the finalist,
11 but you're asking when you get to advertise it. So,
12 the committee says we don't like the transfer and
13 then you advertise the position externally and
14 interview more candidates. So, then the --

15 DR. MARSHALL: Upon committee's suggestion,
16 upon committee's --

17 MS. SPENCER: What do we call it, the final
18 recommendation to the supervising administrator?

19 DR. MIEDEMA: Um-hmm, that will be fine.

20 MS. SPENCER: That's good, Debra, that's a good
21 solution.

22 DR. MARSHALL: Say it again. What did I say?
23 On the committee's --

24 MS. SPENCER: Transfer request is denied, what
25 is it? Within ten business days of the committee's

1 final -- recommendation of the finalist to the --
2 committee's recommendation of the finalist to the
3 supervising administrator. That's not what I said
4 but it's the same idea.

5 DR. MARSHALL: Notification. I think we took
6 out the word recommendation and we put in the word
7 notification. Does that make sense?

8 MS. HANDFIELD: No, but that's what the
9 committee's doing is making a recommendation.

10 MS. SPENCER: Yeah.

11 MS. FURGUESON: Final recommendation to the
12 supervising administrator.

13 MS. SPENCER: There you go.

14 DR. MARSHALL: Say it again, Darla.

15 MS. FURGUESON: Final recommendation to the
16 supervising administrator.

17 DR. MIEDEMA: I knew we brought you here for
18 some reason.

19 MS. SPENCER: Awesome. Yeah, that's good. Do
20 we do that, do we put it in writing?

21 DR. MIEDEMA: We send an e-mail to your
22 supervisor saying these are our top three candidates,
23 at that point in time we notify the internal
24 candidate.

25 MS. SPENCER: Okay. A written explanation, do

1 you provide written explanation or do you just say
2 the campus committee turned you down, that's pretty
3 much it.

4 DR. MIEDEMA: Also the one they felt had the
5 better qualifications.

6 MS. SPENCER: Yeah. Okay. Is that okay?

7 DR. MIEDEMA: Usually what I get when I send
8 out that e-mail is what can I do so I can get it next
9 time, do you have any recommendations and I'll say
10 well, I think if you did this or this and this that
11 might help you. So, it's a good opportunity to have
12 communication with faculty.

13 MS. SPENCER: Okay. Good.

14 DR. MARSHALL: Was the change okay with
15 everybody?

16 DR. MIEDEMA: Yes. I said yes to that one.

17 MS. SPENCER: Maybe we need to caucus and beat
18 this article up and. Okay. And before we caucus
19 though.

20 DR. MIEDEMA: Is there anything else you want
21 us to consider?

22 MS. SPENCER: Yes. Can we look at Article 7 we
23 added scheduling to management rights. We attached
24 that. It's in the yellow sheet I handed to you. So,
25 it's the responsibility of the administration to

1 establish a college-wide course schedule at times and
2 locations, blah, blah, blah, which meet the needs of
3 the students. It says you explicitly retain the
4 right to prioritize scheduling including delivery
5 modes, meeting times, locations and conditions for
6 cancellation, which is your right anyway, you just
7 put it in there to clarify that, but along with that
8 then in Article 8 we had -- and the language may not
9 be what we end up with finally if we agree to this,
10 the college -- it says you'll establish college-wide
11 schedule, meets the needs, departments managers will
12 work with faculty to fill the scheduling requirements
13 and establish individual faculty schedules which meet
14 the needs of students. And then we borrowed language
15 from the overload priority and said here's the
16 priority for scheduling assignments, faculty, meet
17 the needs of the students, work with the DC. That's
18 essentially what's been going on I think in most
19 places but. And then we gave priority to tenured
20 full-time faculty with satisfactory, non-tenured, on
21 down the line, right?

22 DR. MIEDEMA: Yes.

23 MS. SPENCER: And then if a conflict occurs in
24 the department, if they can't work it out, the DC's
25 and the faculty members, then the supervising

1 administrator settles that.

2 DR. MIEDEMA: Yeah, I have not had a chance to
3 ask that specifically but we'll go over that.

4 MS. SPENCER: Okay. At caucus take a look at
5 that.

6 DR. MIEDEMA: Absolutely. There was one other
7 thing back in Article 6 that we wanted to mention
8 quickly which is an easy one. Go ahead, Sandy.

9 MS. HANDFIELD: That D and G, on G we're saying
10 the same thing in D, where the faculty member must
11 meet educational requirements for the position, we're
12 kind of duplicating G with what's already been said
13 in D.

14 MS. SPENCER: Okay.

15 DR. MARSHALL: We can strike G?

16 DR. MIEDEMA: Um-hmm.

17 MS. SPENCER: Although D addresses it's
18 different from your current discipline.

19 DR. MARSHALL: You want me to put it back in?

20 MS. SPENCER: We'll look at that at caucus too.
21 Can we do that?

22 DR. MIEDEMA: No way.

23 MS. SPENCER: I think it's simple but. And
24 what else do we have on there?

25 DR. MARSHALL: Okay.

1 MS. SPENCER: Yeah, I think that's enough for
2 now and then we'll talk about Article 8 when we come
3 back. That work? Do you want us to leave or do you
4 want to?

5 DR. MIEDEMA: No, you stay here.

6 DR. MARSHALL: Twenty minutes?

7 MS. SPENCER: I'm saying more realistically
8 probably thirty minutes. And if we knock on the door
9 before then and you're ready.

10 DR. MIEDEMA: Are we going across the way.

11 MR. PARKER: We're going across the way right
12 into my office.

13 MS. SPENCER: Okay. Thank you.

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

15 MS. SPENCER: So, on the councils and
16 committees, you want to look at that?

17 DR. MIEDEMA: Yes.

18 MS. SPENCER: Here's maybe a solution. So,
19 6.16.A.4, see that?

20 DR. MIEDEMA: Let's get there.

21 DR. MARSHALL: Before you start into the
22 changes, Lynn, is everybody okay with the top piece
23 of that through 3? Is that language --

24 DR. MIEDEMA: Yes.

25 DR. MARSHALL: -- okay with everybody?

1 DR. MIEDEMA: Um-hmm.

2 MS. SPENCER: Good.

3 DR. LAMB: Why is A struck through?

4 DR. MARSHALL: It's okay, don't worry about it,
5 Robert. I'll fix the formatting.

6 MS. SPENCER: So, for 4, if we put substantive
7 changes to the AAC and TPDC handbooks may only be
8 made under the following conditions and then we have
9 three conditions; council approval, UFF Brevard EC
10 review and approval, three, administration notified
11 of all changes.

12 DR. MIEDEMA: I have a suggestion with that
13 language as well and then we can talk a little bit.

14 MS. SPENCER: All right.

15 DR. MIEDEMA: My concern is that the -- our
16 contract addresses in several places that the UFF is
17 recognized as the bargaining agent and the person who
18 can bring these things forward. The concern being in
19 Article 2.3.32 and 3.6 that you are the group that
20 does this. So, for another group to be able to
21 attach something to the contract can be seen as
22 violation of that basic agreement. So, my thought
23 was let's do it the other way. Let's say -- let me
24 finish.

25 MS. SPENCER: Okay.

1 DR. MIEDEMA: Let's say in our contract that
2 this gives the authority to the councils to do the
3 things that they need to do as long as they're not in
4 violation of the CBA. Does the same thing but it
5 makes the authority go this way instead of this way.
6 The example would be that we have Board of Trustees
7 operational policies that give the president the
8 authority to do operational procedures as long as
9 they're not in violation of policy. It would be the
10 same type of slope. And we actually even drafted
11 some language to that effect for your consideration
12 and, Tony, I'm going to ask you to read what we said.

13 MR. AKERS: On 6.16 looking at 3 beginning
14 operations of each council, if we were to leave that
15 intact and since all of the section each council,
16 meaning the AAC or the TPDC, leave 3 as written and
17 then tack on to that what Dr. Miedema was just saying
18 something to the effect of beginning a new sentence
19 this agreement authorizes the aforementioned councils
20 to establish and revise handbooks to best meet their
21 needs provided that the content does not conflict
22 with any provision of this agreement, the college's
23 procedures manual or other policies approved by the
24 president, Board of Trustees. New sentence.
25 Handbooks will be reviewed by the chief learning

1 officer and UFF on an annual basis, period.

2 MS. SPENCER: Okay. There's a couple of issues
3 with that. Okay. One is the Board of Trustees
4 policies and procedures manual refers to the CBA, by
5 saying that you have -- that you give those councils
6 the authority to make revisions and that they will
7 not violate the CBA, there's no provision in the
8 contract, no mechanism to enforce that. Right? What
9 if they go off and they decide they're going to do
10 something else? Do you have the language typed up?
11 Can we look at it?

12 DR. MIEDEMA: No, we didn't have a computer
13 with us.

14 MS. SPENCER: Can you read it again?

15 MR. AKERS: Okay. Number 3 again as it stands
16 for the record, the operations of each council
17 including number membership distribution and length
18 and terms of service will be established in a
19 handbook. And then the new language that is
20 suggested is this agreement authorizes the
21 aforementioned councils to establish and revise
22 handbooks to best meet their needs provided the
23 content does not conflict with any provision of this
24 agreement, the college's procedures manual, or other
25 policies approved by the president and Board of

1 Trustees. Handbooks will be reviewed by the chief
2 learning officer and the UFF on an annual basis,
3 period.

4 MS. SPENCER: So, provided it does not conflict
5 with what?

6 MR. AKERS: It doesn't conflict with the
7 agreement, doesn't conflict with itself, the CBA, it
8 doesn't conflict with the procedures manual or, of
9 course, as all of us are bound it doesn't conflict
10 with any other policies that is established by the
11 president and Board of Trustees.

12 MS. SPENCER: Okay. So, the Board of Trustees
13 manual, we're not -- we can't sign off on that. I
14 mean, that manual changes and faculty aren't even
15 aware of changes. The Board of Trustees manual makes
16 reference to the CBA and it defers to the CBA. This
17 is the wages, hours and working conditions of the
18 faculty so that's not going to be part of it. And
19 the college president can decide to change policy at
20 any moment so that leaves the faculty open to some
21 things that we can't support and we can't negotiate
22 that. I mean, we don't have any power over what he
23 says but this agreement is a binding contract between
24 the college and the faculty. So, to establish and
25 revise handbooks -- authorizes the councils to

1 establish and revise handbooks that best meet their
2 needs provided it does not conflict with the CBA.
3 Okay.

4 DR. MIEDEMA: My suggestion is if you would
5 e-mail me this section and when we take our next
6 break we'll look at that, you look at our language
7 and we can try to come up with the language that
8 makes sense now that we have a clear understanding of
9 where both sides are coming from on this particular
10 issue and maybe we can move on to something else and
11 let us so quickly do with this, or not so quickly do
12 whatever it might take after we get through some of
13 the other things. Does that make sense?

14 MS. SPENCER: Yeah, it does.

15 DR. MIEDEMA: Give you time to gather your
16 thoughts and think about the language.

17 MS. SPENCER: Yeah, I'd like to metabolize
18 that.

19 DR. MIEDEMA: Rather than having to do a snap
20 decision which is not good for anyone.

21 MS. SPENCER: Thank you.

22 DR. MIEDEMA: So, if you could just send me
23 that and then when we meet we'll review it quickly.
24 Thank you.

25 DR. LAMB: I get the sense that we're a whole

1 lot closer than.

2 DR. MIEDEMA: I agree, that's why I said I
3 would like to have a chance to take a look at both
4 language and see what makes sense. I agree, Robert,
5 I think we are narrowing the gap considerably.

6 DR. LAMB: Yeah.

7 MR. AKERS: Line whatever is next for review,
8 if you don't need a computer for that I'll be glad to
9 open another screen and type what I just said in so
10 that we have it.

11 MS. SPENCER: I think we do. What are we --
12 we -- so, 14 we're good so far, right? Handbook,
13 we're going to look at that and we're close. How
14 about your additional management rights in Article 8,
15 the related thing? And we actually made revisions to
16 it while we were in break looking at it again because
17 we drafted that, so. Do you have thoughts on those
18 two provisions in the schedule? Understanding that
19 the issue is, we talked about this last week, you
20 make the college schedule. You determine what
21 classes -- what you need to run the programs, what
22 you need to provide for degree completion and all
23 those kinds of things and our concern was on the
24 level of individual faculty that they not be dealt
25 with in any kind of punitive or unfair manner, right,

1 to have their -- I mean, come in teaching here they
2 make \$40,000 Dollars a year, some of them have young
3 children, some of them have -- and one of the
4 attractive features of the job is that you have some
5 flexibility and in Article 8 the intention is that
6 the -- and the expectation is that faculty have work
7 consist of scheduled and non-scheduled activities
8 that they meet their obligations and we talked about
9 this at the table. So, the purpose of the language
10 was just to clarify something that seems to have been
11 contentious here recently because we always look at
12 it to see where the grievances are and where the lack
13 of clarity is. So, we tried to craft something that
14 addressed the way we have been practicing, the past
15 practice that we've had of developing individual
16 faculty schedules. So, that's --

17 DR. MIEDEMA: So, you're referring to the 8.2.

18 MS. SPENCER: Yeah.

19 DR. MIEDEMA: So, you made some changes to it?

20 MS. SPENCER: Yeah, we did. Debra has that up
21 there.

22 DR. MIEDEMA: In a minute she will have that up
23 there. While she's doing that, let me just mention
24 one thing that I had a question about as I read
25 through it. It says that a tenured full-time faculty

1 member rated satisfactory shall have the first
2 priority. How will the members of the department
3 know that someone is rated satisfactory because we
4 don't share that information.

5 MS. SPENCER: You know, that's a really good
6 question and we didn't think of that.

7 DR. MIEDEMA: Yeah. So, we probably want to
8 strike that and say a tenured full-time faculty shall
9 have first priority, a non-tenured the next, and
10 full-time faculty given preference over all
11 part-time. That's the language.

12 MS. SPENCER: Okay. That makes sense. I'm
13 sorry, we didn't think that through.

14 DR. LAMB: How hairy do we want to be? What if
15 there are four tenured full-time faculty, then does
16 it go I've had tenure longer than you, I have a
17 doctorate.

18 MS. SPENCER: That's where number 5 comes in,
19 right? If you get four or five prima donas in a room
20 and they can't come to some consensus, then it goes
21 to supervising administrator, right?

22 DR. LAMB: Okay. Works for me.

23 DR. MIEDEMA: Yeah, that was my thought is that
24 just for the faculty. And then the only other thing
25 I did with that is I added in there that says this

1 doesn't limit the administrator's right of assignment
2 as defined in Article 7.3.8, the one you just gave
3 us.

4 MS. SPENCER: Right. We did make one -- we
5 took out the work including in there, like it's the
6 responsibility of administration to establish
7 college-wide course schedules at times which meet the
8 needs of the students. Management retains the right
9 to prioritize schedule, delivery modes, meeting
10 times, locations and conditions for cancellation.
11 So, I don't know why we had including. So, we just
12 changed that.

13 DR. MIEDEMA: That's fine.

14 MS. SPENCER: And we also changed the title,
15 she'll pull it up here in a minute, but like we said
16 priority for scheduling assignments, we titled that
17 section individual faculty schedules because that's
18 what it is instead of priorities.

19 DR. MARSHALL: Okay. Where are you?

20 MS. SPENCER: So, the Article 8, the changes in
21 7.3.A that we struck, that document, the working.

22 DR. MARSHALL: This one?

23 MS. SPENCER: It's not on the screen.

24 DR. MARSHALL: Sorry. Right?

25 MS. SPENCER: Yeah. So, we just changed the

1 title. I'll send this to you, of course. We'll send
2 it today.

3 DR. MIEDEMA: So we want to strike where it
4 says rated satisfactory in number 1 because we don't
5 share that information with the rest of the faculty,
6 that's your privacy.

7 DR. MARSHALL: So, it has to be stricken all
8 the way through?

9 MS. SPENCER: Yeah.

10 DR. MIEDEMA: So, 3 goes away. And then I
11 wanted to add 5 that says nothing in this article
12 limits the administrator's rights as defined in
13 Article 7.3.A which you just gave us the language
14 for.

15 MS. SPENCER: That's fine, yeah.

16 DR. MIEDEMA: Just to make sure that that's
17 clear.

18 MS. SPENCER: We understand --

19 MS. FURGUESON: Limits the administration.

20 DR. MIEDEMA: Rights as defined in Article
21 7.3.A.

22 DR. MARSHALL: Do we want to put a specific
23 article number?

24 MS. SPENCER: Yes, we do, yeah.

25 DR. MARSHALL: 7.3.

1 DR. MIEDEMA: 3.A.

2 MS. SPENCER: You understand the concern. Like
3 we want to meet the students needs but having a
4 faculty member's life turned upside down because
5 there's some perception of unfairness or.

6 DR. MIEDEMA: Also at the top of this one you
7 list that department managers.

8 MS. SPENCER: We changed it to department
9 chairs and program managers.

10 DR. MIEDEMA: Thank you.

11 MS. SPENCER: Is there any other -- are there
12 any other people that help coordinate the scheduling
13 like that?

14 DR. MIEDEMA: We have program coordinators in
15 some of the programs.

16 MS. SPENCER: Okay. So, maybe that would be
17 something to include as well.

18 DR. MARSHALL: Department chairs, program
19 managers and coordinators or do we need program
20 coordinators also?

21 DR. MIEDEMA: And/or program coordinators
22 because in some cases they're a program coordinator.

23 MS. SPENCER: Okay.

24 DR. MIEDEMA: Okay. I'm fine with that.

25 MS. SPENCER: And then we -- in Article 8 since

1 we're on it. So, we put in there the language that
2 we had talked about, what we had TA'd about the work
3 responsibilities, the office hours language in there
4 on page 45 and 46. I don't know, maybe that makes it
5 clearer. And that had the provision in there about a
6 faculty member will be available during college
7 business hours to meet with students on request. Do
8 you remember?

9 DR. MARSHALL: Can you reference the article
10 number for my, Lynn?

11 MS. SPENCER: Yes, it's 8.3. It's lines 969,
12 970 and on down there. That was the language we TA'd
13 May 27th.

14 Let's see what else was in that article. Okay.
15 And then --

16 DR. MARSHALL: Wait a minute, I'm not sure I
17 caught what you were changing or what I was supposed
18 to be doing.

19 MS. SPENCER: Nothing, just make a note that we
20 incorporated the language that we TA'd but before we
21 TA the whole article we have to review all this
22 stuff, so. Okay. Do you want to go line by line
23 through the rest of the article to see where are we
24 are with this one or what do you prefer to -- do you
25 have another preference?

1 DR. MIEDEMA: Wherever you would like to
2 address. It would be really nice to get one we can
3 get to a TA.

4 MS. SPENCER: So, workload responsibilities.
5 So, this is the language from the TA, that we TA'd,
6 the office hours. Do you recall? When we signed off
7 on Article 14.

8 DR. MIEDEMA: Yes.

9 MS. SPENCER: So we have those to put in there.

10 DR. MIEDEMA: What we will do with any of those
11 that we TA today, we can kind of print those up and
12 then you and I can sign them off next week.

13 MS. SPENCER: Yeah. Okay. To exchange those.

14 DR. MIEDEMA: Absolutely. That way we can get
15 that done and we don't have to tie everybody up while
16 I run upstairs and try to print something.

17 MS. SPENCER: Okay. So, going through the
18 other -- the rest of the article. Scroll down,
19 please, to instructional faculty responsibilities,
20 line 1032, 10 -- actually 1025. You wanted some
21 change there and we looked at that. You had given us
22 a sheet to look at, these were changes you expected
23 to make and that was one of them.

24 DR. MIEDEMA: Yes.

25 MS. SPENCER: So, we talked about you wanted to

1 put special unique needs, does this address that,
2 faculty members?

3 DR. MIEDEMA: The question was the term
4 "students with disabilities" and trying to move away
5 to a more positive approach and that's why we had
6 said with exceptional needs or something to that
7 effect. It's difficult because we will even be
8 changing the name of the office to students with
9 disabilities.

10 MS. SPENCER: To students with exceptionalities
11 or something?

12 DR. MIEDEMA: Office of student accessibility
13 versus disability.

14 MS. SPENCER: Oh, that's nice. That's much
15 nicer.

16 DR. MIEDEMA: So, that's the idea is that we
17 have students that have extra needs for accessibility
18 whether it's mobility or emotional or mental or even
19 because they're a disadvantaged people group that
20 need additional assistance. So, we're going to be
21 changing that process. So, I was just trying to get
22 away from anything that was real distinct in title.

23 MS. SPENCER: So, from the office, the college
24 office responsible for addressing ADA requirements
25 or.

1 DR. MIEDEMA: Yes, that would be perfect. That
2 would be perfect. Because I don't -- I haven't told
3 them that their name is changing yet. So, please
4 don't go out and tell anybody that. You're all under
5 oath here, do not tell anyone I said that.

6 UNIDENTIFIED SPEAKER: I love your change.

7 DR. MARSHALL: Responsible for addressing what
8 did you say?

9 MS. SPENCER: ADA compliance.

10 DR. MIEDEMA: Yes.

11 MS. SPENCER: Or managing -- I don't know, what
12 is better, managing or?

13 DR. MIEDEMA: Yeah, ADA student compliance
14 because Darla handles all the other compliance.
15 That's perfect. And that was what I was trying to
16 get at without saying that I was changing that name
17 because I haven't told them yet but I don't know how
18 else to address without saying I'm changing their
19 name. So, these minutes won't be posted until after
20 I make that announcement.

21 MS. SPENCER: And then if you scroll -- thank
22 you. And then if you scroll down, Debra, that
23 appendix, you have that, the listed appendixes, you
24 already have the contents.

25 DR. MARSHALL: I do.

1 MS. SPENCER: So, we've already talked about
2 that so that's just pending whenever we get the
3 appendixes sorted out.

4 DR. MIEDEMA: That's correct.

5 MS. SPENCER: These other highlights, library
6 faculty responsibilities are also just formatting
7 issues to make sure the section referred to is
8 correct.

9 Oh, boy. And then we get to this, course
10 definitions. Oh, wait, 8.4, is there something?

11 DR. MARSHALL: No, it doesn't matter, wherever
12 you want to go just tell me.

13 MS. SPENCER: Is there something in 8.4?

14 DR. MARSHALL: No, I was just scrolling
15 through.

16 MS. SPENCER: Yeah. So, I see nothing yet
17 again until 8.7, course definitions and you have
18 eLearning and eLearning sessions maybe consider as
19 part of the faculty member's load, regular load,
20 that's the existing thing and you want to add with
21 the approval of the supervising administrator. How
22 do we -- I don't think we can add that but. How does
23 that work like with respect to the language that we
24 just discussed?

25 DR. MIEDEMA: Well, I think by having the plan

1 in there that we established in Article 7, the
2 modalities for teaching, we have addressed it. So
3 we're okay with this. So now we don't need this
4 change.

5 MS. SPENCER: Okay. PSAV valued by major
6 function, I know there have been some change and we
7 got documents from the PSAV faculty this week looking
8 at their load point obligations and I have not had a
9 chance to look at those. Walt Hazelton has sent me
10 their load forms and I know some adjustments were
11 made, you assigned program managers to some of these
12 positions and I haven't had a chance to sort through
13 that yet. So, I don't know if we'll be asking
14 changes there and that is the only thing that I could
15 see that we would be looking at in this 8.8, valued
16 by major function.

17 DR. MIEDEMA: What we had talked about was
18 leaving the ten points by allowing to have the five
19 points less of office hours because they're able to
20 do that within their work week. So, that was -- that
21 was the attempt to try and balance those hours.

22 MS. SPENCER: Okay. And then 8.9, meeting load
23 point obligations, there's a couple of comments in
24 there. You had wanted to change two or more
25 semesters and we're reticent to do that because

1 there's other places in there that give you some
2 flexibility to assign, you know. You let them know
3 ahead of time what their loads are. And I understand
4 the health sciences you have some programs where that
5 carries over in the summer and you've extended your
6 contract. So, you want to keep that -- Niko, I'm
7 sorry, did you get one? Where's it say? The total
8 for the two semester is three hundred. Because we
9 don't -- the concern is we don't want faculty in a
10 position, unlikely it may be, of having to meet their
11 three hundred load points because you decide that
12 you're going to teach fifteen loads, fifteen points
13 in the spring and fifteen in the summer and do the
14 rest and then you can have them teaching year-round
15 if you say two or more semesters. So, we would not
16 be -- that would be something that we'd be stripping
17 away some protection that they have, so.

18 DR. MIEDEMA: I thought by putting in by mutual
19 agreement.

20 MS. SPENCER: By mutual agreement?

21 DR. MIEDEMA: It's in there. The
22 administration -- it says supervising administrator
23 by mutual agreement with the faculty member may
24 elect.

25 MS. SPENCER: Is that in your proposed

1 language? I apologize.

2 DR. MARSHALL: No, it's above that line, Lynn.

3 MS. SPENCER: Yeah.

4 DR. MIEDEMA: It would never be a one-sided
5 decision to do that.

6 MS. SPENCER: I'm sorry, I missed that. I
7 looked at that in isolation, I completely missed
8 that.

9 DR. MIEDEMA: That's all right, we've had a lot
10 of discussion on that point, so.

11 MS. SPENCER: All right. That's fine.

12 DR. MARSHALL: So, we want to make that change?

13 MS. SPENCER: Yeah. What do you think, Niko?

14 MR. KOUKOS: I think it's okay. Mutual
15 agreement so they can't do it isolated.

16 DR. MIEDEMA: If you would be more comfortable
17 with the statement --

18 MS. SPENCER: No, it's fine.

19 DR. MIEDEMA: I was going to say if you would
20 be more comfortable with a statement that says
21 understand special circumstances it may be determined
22 to be, I would be okay with that also. I just would
23 like the language to match practice and we do have
24 people that are doing it, so.

25 DR. MARSHALL: So, we want this to say academic

1 year, is that right?

2 DR. MIEDEMA: Yes, over academic year.

3 MS. SPENCER: Okay. And then banking, I had
4 some concerns.

5 DR. MIEDEMA: Um-hmm.

6 MS. SPENCER: Yeah, we'll have to develop a
7 form. And your concern was you thought it was just
8 for reduced.

9 DR. MIEDEMA: When we initially started talking
10 about banking it was for support for sabbaticals or
11 people needing to leave for academic purposes, not
12 just to take a whole major semester off. The
13 question that I have and I haven't been able to get a
14 satisfactory answer on yet is what does that do to
15 your contract. If you're off a whole semester
16 because you bank hours here, you haven't put in your
17 hundred and sixty-five days, does it affect your
18 other benefits, and we've been trying to get some
19 answers on that because we don't want to put anything
20 in the contract that's going to harm anyone.

21 MS. SPENCER: Right.

22 DR. MIEDEMA: If we're doing it for a specific
23 purpose like you've gone through the process of being
24 approved for sabbatical, we can justify that.

25 MS. SPENCER: Okay. I see.

1 DR. MIEDEMA: If you've gone through the
2 process of getting justification for Family Medical
3 Leave Act, we can justify that. To just say we want
4 it for payout or we want it for taking a semester
5 off, those two areas it may affect your other
6 benefits and that's what we're trying to find out and
7 we just don't have an answer yet. We've been asking
8 that question but nobody has an answer because this
9 is an unusual request. But that's what we're trying
10 to find out.

11 MS. SPENCER: Okay.

12 DR. MIEDEMA: Because I'd hate all of a sudden
13 for your classification to go to part-time faculty
14 because we did this and none of us realized that
15 that's what was going to be happening.

16 MS. SPENCER: All right. I think the next was
17 Article 8.12 we added, we were talking about
18 auxillary assignment for noninstructional duties,
19 that's a heck of a long name for a section but. In
20 there we would make the changes to the language that
21 you suggested in Article 14.

22 DR. MIEDEMA: Yes, um-hmm.

23 MS. SPENCER: So, we'll highlight that and
24 we'll make sure the language is parallel.

25 DR. MIEDEMA: I did have suggestive language

1 there that could be used in each of the areas.

2 MS. SPENCER: Okay.

3 DR. MIEDEMA: What we had said is auxillary
4 assignments, under extenuating circumstances
5 administration may initiate a noninstructional
6 assignment for full-time faculty for a specified time
7 and clearly defined purpose on a daily rate basis.
8 The college will announce the opportunity for
9 auxillary assignment to eligible full-time faculty.

10 DR. MARSHALL: Got it.

11 MS. SPENCER: As long as it's a faculty option
12 to agree to it, right, because you can't just say
13 listen, I need you right now.

14 DR. MIEDEMA: That's the idea is that we would
15 agree to it be done on a faculty daily rate and we
16 would make an announcement to anyone who is
17 qualified. Like I said, it's nursing it's going to
18 have to be a nurse that writes, that does whatever
19 the thing is supposed to be. I certainly wouldn't
20 ask someone else to sit on our annual review board
21 other than Dr. Earle because none of the rest of us
22 know the rules, but it could be Dr. Earle or one of
23 her partners that could do it. And that would be
24 appropriate, we'd offer it to both individuals.

25 DR. MARSHALL: Oh, this is essentially the same

1 as what we already have.

2 DR. MIEDEMA: Very, very close to what you
3 have.

4 DR. MARSHALL: I'm typing the whole thing over
5 again.

6 DR. MIEDEMA: Except we added in it would be a
7 daily rate.

8 DR. MARSHALL: Daily rate basis, right? Is
9 that what that says?

10 DR. MIEDEMA: Um-hmm.

11 DR. MARSHALL: Will what? Announce. Okay.
12 What is this at the bottom here? It says Article
13 2 --

14 DR. MIEDEMA: That's the other one. We already
15 dealt with that.

16 MS. SPENCER: But we need to have in there
17 somewhere that the faculty member may agree to so
18 it's not just I'm going to tell you you're going to
19 take this auxillary assignment. So, somewhere in
20 there we just -- however we want to put that.

21 DR. MIEDEMA: To solicit interested faculty,
22 something to that. Yeah, you can put something in
23 there that this is -- faculty have the right of
24 refusal. I'm not saying you have to come in and do
25 anything.

1 MR. AKERS: That line after circumstances,
2 under extenuating circumstances, comma, and by mutual
3 agreement with a full-time faculty member, comma.

4 DR. MARSHALL: I'm not typing anything until
5 someone says something.

6 DR. MIEDEMA: How would you like that stated?

7 DR. LAMB: I like Tony's, that made sense.

8 DR. MARSHALL: Sure, come on up.

9 DR. MIEDEMA: And by mutual agreement.

10 DR. MARSHALL: Are you going to make me turn it
11 off again?

12 MR. AKERS: No.

13 DR. MARSHALL: Well, now we can take full-time
14 faculty out of here, right?

15 DR. MIEDEMA: Yes. I was going to suggest
16 that.

17 UNIDENTIFIED SPEAKER: Can you make it
18 specified, Tony?

19 DR. LAMB: Hyphenate full-time right above.

20 DR. MARSHALL: Grammar police.

21 DR. LAMB: No, that was Tony's mistake.

22 MR. AKERS: Yes, it is, agree.

23 DR. MARSHALL: So, are we striking this then,
24 Lynn?

25 MS. SPENCER: No, no yet. I'm a little

1 concerned with it, I'm just thinking about our
2 non-tenured track faculty and they pretty much agree
3 to anything, like I need you to work this summer,
4 right. I'm just thinking out loud but I'm thinking
5 through what protects them and that may be -- I think
6 it's okay but I want to think about it, that they
7 would be under no obligation to accept those
8 assignments.

9 DR. MARSHALL: We can put a sentence there at
10 the end that says that, faculty are under no
11 obligation.

12 MS. SPENCER: Is that okay?

13 DR. MIEDEMA: Yes, that's fine.

14 MS. SPENCER: Thank you.

15 DR. MIEDEMA: Absolutely, I'm fine with that.

16 MS. SPENCER: Okay. Great. Thanks. We're
17 okay now.

18 DR. MARSHALL: And we don't need to have any
19 kind of established pay schedule now or anything, is
20 that correct?

21 MS. SPENCER: Good.

22 DR. MIEDEMA: And so in Article 14 and in the
23 definitions.

24 MS. SPENCER: We'll update that.

25 DR. MIEDEMA: We just need to make sure the

1 language is consistent.

2 MS. SPENCER: Can we just revisit something
3 that's nagging at me. I don't know, maybe it's that
4 time of the afternoon. In the scheduling thing, the
5 delivery modes, do you take that to mean management
6 rights to prioritize scheduling, delivery modes,
7 meeting times, locations and conditions, we're
8 talking about college-wide, right? You look at
9 schedule and say these are what I need in this
10 program or are you -- what are you thinking about
11 that, your interpretation of that? You envision that
12 implemented, you're doing your two year schedule,
13 right?

14 DR. MIEDEMA: Um-hmm.

15 MS. SPENCER: So, do you do that on a campus
16 basis or institute basis or?

17 DR. MIEDEMA: Well, it will be done
18 college-wide but it may vary by campus to campus
19 depending on the programs offered on that campus but,
20 yes, that will be a college-wide plan. I'm looking
21 at Sandy for verification that that's how she
22 interpreted it.

23 MS. SPENCER: All right. Thanks.

24 DR. MIEDEMA: An example of that is we had a
25 situation just this summer where we were making a

1 transition in our medical assisting program and we
2 need a specific A&P class offered this summer so we
3 made a change to the schedule and we got a faculty
4 member to come in and agree to teach that class over
5 the summer so that our students could transition on.

6 MS. SPENCER: Cool.

7 DR. MIEDEMA: So, it's a college-wide decision
8 but we did have to institute that that was a course
9 that was offered on that campus for one specific time
10 for a specific purpose.

11 DR. MARSHALL: But essentially a master
12 schedule is going to be established.

13 DR. MIEDEMA: Absolutely.

14 MS. SPENCER: That's going to be great. We're
15 down to the DC language. Oh, you're there. Okay.
16 This is a whole big mangle. Oh, we added that vote
17 of no competence. Did we talk about this already? I
18 don't think we did.

19 DR. MIEDEMA: Vote on non-competence, no.

20 MS. SPENCER: It just says the supervising
21 administrator may remove a DC PM or PC subsequent to
22 a two-thirds vote of no competence by the full-time
23 faculty served by the position. I mean, it gives you
24 some authority if you know you have problems in a
25 department and faculty are coming to your office and

1 complaining going no, no, no, no.

2 DR. MIEDEMA: They would never do that. Yeah,
3 that's fine.

4 DR. EARLE: A PM are usually not over multiple
5 full-time faculty.

6 MS. SPENCER: Okay. So, are we just talking
7 about the DC's.

8 DR. EARLE: I don't know.

9 MR. KOUKOS: Well, yeah, because PM's don't
10 have any supervisory over --

11 MS. SPENCER: No faculty member has, neither do
12 DC's.

13 MR. KOUKOS: Right, but usually a program
14 manager's in place and there's other rules and
15 regulations of who can be the program manager. You
16 know what I mean, so.

17 DR. MARSHALL: Because of certifications.

18 MR. KOUKOS: Right. Like if we didn't like our
19 program manager, even if we didn't like them, if
20 there's nobody else that can fill that position.

21 DR. MARSHALL: This language says that the
22 supervising administrator may, it doesn't say they
23 have to, and so I would assume that the supervising
24 administrator would know the program managers and
25 their positions because of certification purposes.

1 DR. MIEDEMA: And if there continues to be an
2 issue then we need to deal with it administratively
3 to get a program manager with the qualifications and
4 they can take over the department. So, I may not
5 remove them this term but I may start looking for a
6 replacement.

7 DR. EARLE: I just wanted to make sure.

8 DR. MIEDEMA: Absolutely.

9 DR. MARSHALL: Just the sentence above that,
10 Lynn, where you have the comment to add supervising
11 administrator here?

12 MS. SPENCER: Yeah, I don't know where that
13 came from, is that your comment, Dr. Miedema?

14 DR. MIEDEMA: Mine.

15 DR. MARSHALL: This was back from April. I
16 don't think we ever addressed that. So, it was to
17 add -- it would be may serve additional terms with
18 majority consent of the full-time faculty and
19 supervising administrator.

20 MS. SPENCER: Yeah, I think that's fair. I
21 mean, we can't vote.

22 DR. MIEDEMA: Because I may not have someone to
23 replace them right away.

24 DR. MARSHALL: So, served by that position now
25 doesn't make any sense, can I just take that out?

1 MS. SPENCER: Sure.

2 DR. MIEDEMA: I'm fine with that.

3 MS. SPENCER: And we're done with the
4 department chair and responsibilities, yeah. Debra
5 started and we looked at breaking that out.

6 DR. MARSHALL: I did break that out. What I
7 did was I took the -- let me look and see. Yes, what
8 I did was we have one appendix for DC's, PM's,
9 program coordinators, instead of just one big list I
10 broke them out in three separate lists so we now have
11 one for department chair, one for program coordinator
12 and one for program manager, but I don't -- do these
13 just need to line up with the language that's in
14 those sections in the contract? Is that all that
15 goes on these lists? Because that's where I took
16 that from. They weren't correct.

17 DR. MIEDEMA: No, they were not.

18 DR. MARSHALL: So, what I did was I went back
19 and tried to line them up with what we've already
20 decided are listed in the contract under their
21 responsibilities for each respective position.

22 DR. MIEDEMA: Let me just take a look. In our
23 original discussion back several months ago we had
24 that list that had the three or four columns, is that
25 what this is?

1 MS. SPENCER: That's the old appendix.

2 DR. MARSHALL: Yes, and that's actually -- I'll
3 show it to you.

4 DR. MIEDEMA: Because that's what we tried to
5 list some of the things that we knew --

6 DR. MARSHALL: It looks like that.

7 DR. MIEDEMA: Yes, that we knew that each of
8 these individuals did.

9 DR. MARSHALL: That's the current appendix
10 right now that's in the contract.

11 DR. MIEDEMA: I added one that had even cluster
12 chair in there. So, as long as it's addressing --
13 that's why I said I can't answer whether or not
14 everything is on that because I haven't -- don't have
15 that in front of me to see if there's anything that
16 we feel needs to be added in here. So, as far as I'm
17 concerned at this point, breaking the three is
18 perfectly appropriate, I would just like to do a
19 quick review of that document with this to see if
20 there's anything else that we agree to needs to be on
21 or off of the list and then I think we're done with
22 that.

23 DR. MARSHALL: These are just drafts, but I do
24 think that each one of these duties needs to line up
25 with whatever we have in that section.

1 DR. MIEDEMA: Exactly.

2 DR. MARSHALL: If you all decide what that is,
3 I can add them in or take out whatever needs to be
4 taken out.

5 MR. AKERS: Lynn, just a point of
6 clarification, I just made a note to myself before we
7 move beyond department chairs, I know that in the
8 definitions 3.14 we say the department chair
9 essentially the duties are twofold, it's the service
10 to the department as a liaison between the
11 administration and the faculty union. And also the
12 department chair assists the supervising
13 administrator, all of us that serve as departments
14 chairs know that we have that role as well. So,
15 would the language that we have in my copy line 1581,
16 page 66, beginning the supervising administrator may
17 remove, this language we just looked at a moment ago.

18 MS. SPENCER: Yeah.

19 MR. AKERS: I understand that if the membership
20 is dissatisfied with the department chair, under this
21 clause a vote could be taken and the department chair
22 could be removed. However, what about that other
23 part of the department chair's duty serving the
24 supervising, or assisting the supervising
25 administrator, hypothetically the membership is quite

1 satisfied, however, insofar as the department chair
2 is required to assist the supervising administrator,
3 most cases the provosts, then what could one do?
4 Just a point of clarification, I wasn't sure.

5 MS. SPENCER: You evaluate the department
6 chairs. They go through an evaluation process, do
7 they not? Now we decided to move to once every three
8 years. So, you want an option to remove them before
9 then, is that what I'm hearing right? If they're not
10 filling that end of the bargain, they're not working
11 with you, is that what you're saying?

12 MR. AKERS: Well, I don't know, there are other
13 provisions that treat that but I know this seems to
14 lock it down to really everything is riding on the
15 membership, which is very, very important but there
16 is more to the role than just the liaison duty of the
17 membership.

18 MS. SPENCER: So, would you propose some
19 language that -- I'm open to addressing your concern,
20 I don't have language for you.

21 DR. MIEDEMA: I think that the normal processes
22 that we would utilize to address concerns with the
23 faculty member would be utilized to address a concern
24 a concern of a department chair or program manager
25 and we go through a progression. So, I don't think

1 this stops us from having the opportunity to address
2 the other concerns that may come up, this just says
3 here's another opportunity. That's how I would
4 interpret that, but I want to make sure that that is
5 clearly understood.

6 MR. AKERS: That was my question.

7 MS. SPENCER: Yeah. I mean, I think we only
8 addressed the faculty.

9 DR. MIEDEMA: Right, because it's the faculty.

10 MS. SPENCER: We can't tell you what to.

11 DR. MIEDEMA: We still follow our regular
12 processes that I would address anybody in the college
13 if there's a performance issue.

14 MR. AKERS: Thank you.

15 MS. SPENCER: So, the duties thing we'll
16 review, correct?

17 DR. MIEDEMA: No, as far as it stands with the
18 department chair duties, I did not have any other
19 changes to make to it. Did you -- I'm looking at my
20 team now. Have you had any other things that you
21 wanted to add, look at your notes and let's see if we
22 can move this one through. Maybe what we need to do
23 is, so we don't take up everybody's time, is we
24 will -- after we get through this we'll do a quick
25 caucus, double check these, have you take a double

1 check on them and we'll look at the language on the
2 councils and then be able to see if we can finalize.
3 So, are there other things within Article 8 that we
4 need to look at?

5 MS. SPENCER: Scroll down. We agreed to strike
6 this language about annual review because it's
7 referenced in -- its line 1631, just wanted to verify
8 that we're okay with that because it's in 9.3, it
9 says department chairs, program manager, program
10 coordinators.

11 DR. MARSHALL: Just before that though.

12 MS. SPENCER: Oh, yeah, that's right, we have
13 to talk about that.

14 DR. MIEDEMA: What we were saying is in order
15 to transfer into a different area as a department
16 chair, manager, that they had to have taught two
17 courses within that department in the past five years
18 and I think the question was is that adequate. Would
19 you feel comfortable with a department chair who's
20 taught two classes in your discipline in the last
21 five years.

22 MS. SPENCER: How about we qualify it and say
23 like your basic academic year contract is -- for the
24 AA side is five classes per term. So, if we say, and
25 I want to think about this, but ten classes. So then

1 you're talking about somebody who's essentially had a
2 full year of experience teaching in whatever that is
3 if it's online or in that department.

4 DR. MIEDEMA: That was my only question in this
5 is that would you be comfortable I taught two classes
6 in humanities so now I can come in and be your
7 department chair.

8 MS. SPENCER: I think -- we talked about this
9 too, we really need some constraints on that.

10 DR. MIEDEMA: That was my question there.

11 MS. SPENCER: We'll look at that too.

12 DR. MIEDEMA: And I don't have a problem with
13 it, I just want to make sure that your membership
14 will be comfortable with whoever comes in these
15 roles.

16 DR. MARSHALL: So, it is coming out?

17 DR. MIEDEMA: Yes, that can come out.

18 MS. SPENCER: And then where are we in this
19 language in 8? Okay. Got it. We don't really
20 have -- I know you wanted parallel language, Debra,
21 but I don't know that we have a nice parallel list.

22 DR. MARSHALL: I don't think it has to be
23 parallel, it just needs to be a list, a list of
24 whatever those duties are so that when I, when I
25 break that out in the appendix I have a list that I

1 can put in the appendix that can be used, you know,
2 it's useful, right. So, I just wants to make sure
3 that that list of duties for the college-wide
4 coordinator is accurate. I mean, is that kind of a
5 catchall?

6 MS. SPENCER: There's a lot of different people
7 in that?

8 MS. FURGUESON: It's a job description.

9 DR. MIEDEMA: No, that's appropriate to do it
10 that way. And I think what we had put in there was
11 just some of that same language, liaison, because
12 they are a liaison.

13 DR. MARSHALL: So, that's your language.

14 DR. MIEDEMA: Um-hmm, that was my language and
15 you can take what you want of it, but it was just
16 pulling that out of the other job descriptions.
17 Anything that's listed as temp is mine, I didn't
18 change my name.

19 MR. KOUKOS: Go up to your D. Look at D.

20 DR. MARSHALL: Yeah, I don't know if we're
21 keeping it or not.

22 DR. MIEDEMA: So, that might be something as we
23 take a quick caucus to take a look at those to make
24 sure that you're okay with those things, what you
25 want to strike, what you want to add so that we can

1 create that appendix that list those things. And
2 it's a little more difficult when you're talking
3 about college-wide coordinator because the programs
4 are so different. So, you need some generic
5 descriptors that say these are the things that they
6 do.

7 DR. MARSHALL: So, is the language that is here
8 okay or does that --

9 DR. MIEDEMA: Yes.

10 DR. MARSHALL: So, all of it would be just one
11 big list.

12 DR. MIEDEMA: Yes.

13 MS. SPENCER: I don't have any other notes for
14 that article.

15 MS. HANDFIELD: Would the faculty be full-time
16 faculty? At the end of the sentence.

17 DR. MIEDEMA: All full-time.

18 MS. SPENCER: Yeah, full-time it should say.

19 DR. MIEDEMA: Well, we don't refer to adjuncts
20 as faculty, they're referred to as adjuncts, but it's
21 probably more clear if it does say full-time. Those
22 are the only notes I have in there.

23 MS. SPENCER: We did strike the performance
24 review at the bottom, campus based coordinator
25 duties, we struck that because again it's referenced

1 in 9.3. You okay with that?

2 DR. MIEDEMA: Yes, that can come out.

3 MS. SPENCER: That's all I have in that article
4 too. So, we need to review the handbook language,
5 the college-wide coordinator, the auxillary
6 assignment language, is that correct? When we
7 caucus, I'm just clarifying.

8 DR. MIEDEMA: Um-hmm.

9 MS. SPENCER: Article 9 we have reviewed. We
10 have reviewed that.

11 DR. MIEDEMA: We have, there are a couple of
12 comments that were added. One is under B.5 after --
13 where it says appeal of evaluation and that's fine, I
14 have no. All it was was adding online. So, that's
15 fine. This one is so close to being done I can taste
16 it.

17 And then this next one was you had written a
18 note in there saying why would we forego a student
19 survey. I agree, I don't know why we would forego a
20 survey. So, I have no problem with removing that.

21 MS. SPENCER: Yeah, I don't know, I mean, I
22 don't know under...

23 DR. MARSHALL: Under what conditions would we
24 do that.

25 MS. FURGUESON: The one thing that popped in my

1 mind is a catastrophic event, weather, fire,
2 something like that, that's the only thing I came up
3 with that.

4 MS. SPENCER: Yeah. I mean, it doesn't do any
5 harm sitting there and it just says under exceptional
6 circumstances you wouldn't have to do them but I
7 don't...

8 MS. FURGUESON: But then again the last
9 statement, the decision will be made not later than
10 the mid point of the term, you know.

11 DR. MARSHALL: It's not an exceptional
12 circumstance then, right.

13 DR. MIEDEMA: It doesn't address catastrophic
14 very well.

15 DR. MARSHALL: And since they're online and
16 they're open for weeks at a time.

17 MS. SPENCER: Yeah, I guess it does create some
18 confusion.

19 DR. MARSHALL: So, that's going to come out?

20 MS. SPENCER: I think so, yeah.

21 DR. MARSHALL: Yeah, I think you're right.

22 Lynn.

23 DR. MIEDEMA: And that was all I had on that
24 article. Put a star on that one.

25 DR. MARSHALL: 4 and 9 today so far.

1 MS. SPENCER: 14. Oh, wait. Okay. In the
2 faculty development cycle, we just changed that to
3 three year cycle must earn three points.

4 DR. MIEDEMA: Three year cycle and three
5 points, yes.

6 MS. SPENCER: Six year cycle. I mean, we had
7 this discussion, the three year or the six year cycle
8 you still have to earn.

9 DR. MIEDEMA: Three points.

10 MS. SPENCER: Three points, yeah. We did want
11 to talk about sometimes there are faculty in drop
12 programs in the maintenance and continuing contract,
13 I think there's other provisions in that article that
14 allow you some flexibility. Was it there or? Never
15 mind, I'm thinking of evaluation.

16 DR. MIEDEMA: What are you referring to?

17 MS. SPENCER: In the faculty development cycle.
18 I thought we -- we did not get to that part. There's
19 language in there, we want to make it clear that when
20 faculty member don't meet that maintenance and
21 continuing contract cycle we want language in there
22 that says you can be returned to annual contract.
23 So, we addressed that in the definitions and maybe we
24 should look at that with respect to Article 10, 11.
25 You know, we put a definition of tenure in the front,

1 we put a definition of rank, we put a definition of
2 maintenance and continuing contract. And part of the
3 response to the tenure committee's work, they said
4 new faculty coming in don't understand what that
5 means and what does that mean at Eastern Florida
6 State College so we tried to address that to make it
7 clearer.

8 DR. MIEDEMA: You wants to put a statement in
9 here that says that incomplete -- or faculty who do
10 not meet the developmental cycle may be placed on --
11 maybe returned to annual contract. I'm fine with
12 that.

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

14 DR. MIEDEMA: I think you're right because we
15 put it in location that these are what tenured means,
16 you don't necessarily think of it in terms of the
17 components that you may need to address. I don't
18 have a problem with putting that in there.

19 DR. MARSHALL: So, is that going to be a C or?

20 DR. MIEDEMA: Yes.

21 DR. MARSHALL: Here?

22 DR. MIEDEMA: Yes.

23 DR. MARSHALL: Faculty who do not.

24 DR. MIEDEMA: Complete their faculty
25 development cycle.

1 DR. MARSHALL: The appropriate development
2 cycle, or the elective development cycle?

3 DR. MIEDEMA: The elective may be returned to
4 annual contract. I'm fine with that.

5 MS. SPENCER: And we changed the name in the,
6 and this may not be correct, 10.4, non-tenured
7 faculty and development. B, faculty members on
8 annual contract must complete the new faculty
9 mentoring program prior to award of tenure.

10 DR. MIEDEMA: Yes, I said okay to that.

11 DR. MARSHALL: That's this one here?

12 DR. MIEDEMA: Um-hmm.

13 MS. SPENCER: And then the language we talked
14 about last week about the expenditure funds. So,
15 here in 10.5, 11.2 and I think 11.4 we just did the
16 same.

17 DR. MIEDEMA: That's okay. 10 is done.

18 DR. LAMB: Can I ask a question? Back to 10.3.

19 DR. MIEDEMA: No, we finished that one.

20 MS. SPENCER: Yes, please ask.

21 DR. LAMB: If I'm, if I'm one of those, I
22 forget what they're called, non-tenured track but
23 full-time.

24 MS. SPENCER: Temporary full-time.

25 DR. LAMB: Temporary full-time, am I still

1 represented by the union?

2 MS. SPENCER: Yes.

3 DR. LAMB: In other words --

4 MS. SPENCER: Yes.

5 DR. MIEDEMA: Yes.

6 MS. SPENCER: Yeah, you're part of the
7 bargaining unit.

8 DR. LAMB: Do those people have to do --

9 DR. MIEDEMA: No, they do not it until they're
10 tenured.

11 DR. LAMB: Well, then should we say tenured
12 track faculty may select either? Frankly we should
13 say must select either.

14 DR. MIEDEMA: That's probably a good point.

15 DR. LAMB: Because we're only talking about
16 tenured track folks.

17 DR. MIEDEMA: That's a good point, Robert.

18 DR. LAMB: Not all faculty that we represent.

19 MS. SPENCER: No, we're talking about
20 continuing contract. So, somebody on a full-time
21 temporary assignment does not have a continuing
22 contract and neither does a non-tenured faculty
23 member. So, we're talking about people who have
24 tenure in the opening part of the article where the
25 intent is, right? This is about minimum professional

1 standards for the maintenance of continuing contract.
2 So, it's not about full-time temporary faculty.

3 DR. MIEDEMA: Well, Article 10.4 is non-tenured
4 so you could label 10.3 as tenured.

5 MS. SPENCER: Okay. That's good.

6 DR. MARSHALL: And does the TPDC handbook
7 define further those things any how?

8 MS. SPENCER: What things?

9 DR. MARSHALL: Like an instructional yearly
10 contract. Does it, does it define who's not covered
11 or just define who's covered under MCC.

12 MS. SPENCER: No, they don't. Not -- not that
13 I'm aware of. The assumption has always been it's
14 tenured. I don't have the professional development
15 council. No, I don't think they have anything in
16 there on that. Although it's the professional
17 development council that establish those activities,
18 yeah. Are there changes? So, will that take care of
19 it, non-tenured faculty development cycle?

20 DR. MARSHALL: So, I just put up here tenured
21 and I added down here cycle, making them both the
22 same.

23 MS. SPENCER: Can we talk just briefly since
24 we're back in 10.3, any special consideration for
25 that cycle. So, things that have come up in the past

1 few years, people who are drop, faculty members who
2 are in drop, is that what would be special
3 considerations, or other activities, appropriate
4 mentoring or something like that. I'm just wondering
5 what conditions you might adjust those.

6 DR. MIEDEMA: That statement was in there in
7 the past and we didn't have the definitions that we
8 currently have in tenured professional development
9 and under each of the categories there was one line
10 that says basically other duties as assigned by your
11 supervisor. So, that's where that came from was from
12 that language. I don't think there's been any intent
13 to quantify or qualify those issues.

14 MS. SPENCER: That's fine.

15 DR. MIEDEMA: And in Drop what we've had is
16 when people know that they're in Drop they just don't
17 do anything the last three years.

18 DR. MARSHALL: This is where the six year cycle
19 really comes into play.

20 DR. MIEDEMA: Well, we've had them when they
21 had four years left, they don't do anything for the
22 last three years because they don't care if they go
23 to annual contract for the fourth year because
24 they're going to retire after that anyway.

25 MS. FURGUESON: And in Drop you can retire,

1 officially retire anytime during your drop period,
2 so.

3 MS. SPENCER: Oh, cool.

4 DR. MIEDEMA: So, we've been very lenient in
5 that definition.

6 MS. SPENCER: Okay. We talked about the
7 language in tenured, the tenure article. Do you want
8 to look at those definitions? I don't know if you've
9 had a chance to look at those before we get into
10 this. Did we look at those? We sent those out, part
11 of the -- did we send that Dr. Miedema? In the
12 beginning of the contract didn't we put new
13 definitions in there? We haven't reviewed those.

14 DR. MARSHALL: I don't know exactly which ones
15 we put in there.

16 MS. SPENCER: Tenure, rank, yeah, can we go
17 back and look at those?

18 DR. MARSHALL: In the definitions?

19 MS. SPENCER: Yeah can we do that? We know
20 we're going to change the auxillary assignment one
21 based on our conversations here today.

22 DR. MIEDEMA: We also need under --

23 DR. MARSHALL: What were the other two? They
24 were MCC.

25 MS. SPENCER: Maintenance and continuing

1 contract, rank, and tenure, and we wanted to make
2 sure you're all right with reassignment.

3 DR. MIEDEMA: Under 3.12 before we get too far
4 along it says seventeen parenthesis sixteen.

5 MS. SPENCER: Good catch.

6 DR. MARSHALL: Is it sixteen?

7 DR. MIEDEMA: It's sixteen. Then where did you
8 want to go? That was my first comment. 3.19 nine is
9 maintenance and continuing contract. That was a new
10 definition and I'm fine with that definition.

11 MS. SPENCER: Okay. Then we added rank.

12 DR. MIEDEMA: Rank was added, 3.23, and I'm
13 fine with that one.

14 MS. SPENCER: Okay. Then release reassignment
15 time. We talked about reassignment meaning -- being
16 a better term for that. I don't care if we keep it
17 the same. Do you want to? Release slash
18 reassignment time for now until we transition this?

19 DR. MIEDEMA: No, I think that makes sense and
20 the idea is that you're released from being available
21 doing the things you need to do, it's just you're not
22 teaching. It's reassigned from teaching. So, yes,
23 I'm fine with leaving that. That being said, there
24 are a couple of places within the document where when
25 you do a cut and paste with this it did weird things.

1 DR. MARSHALL: Great.

2 DR. MIEDEMA: So, you might want to just do a
3 search. There are a couple of places where it says
4 release slash reassignment, reassignment.

5 DR. MARSHALL: Okay. Got you. I think it was
6 here to and when I corrected here I didn't realize it
7 had gone other places.

8 DR. MIEDEMA: It had gone other places too. At
9 least you know I do read this.

10 DR. MARSHALL: Tenure.

11 DR. MIEDEMA: Tenure. All right. My only
12 question in this was the last sentence because is
13 that really part of the definition or is it part of
14 the condition of -- negotiated condition within the
15 contract.

16 MS. SPENCER: It's a definition. It's part of
17 the definition because it's been recognized and in
18 the new language that came out about the State rules,
19 education rules, the courts recognize that it's -- it
20 is a property right in the way that tenure was even
21 though we're going to a continuing contract instead,
22 so. I mean, please look at that and I'm sure we'll
23 get back on it.

24 DR. MIEDEMA: That was my only question, I
25 don't have a problem with that because that is indeed

1 procedure and that is indeed addressed under faculty
2 rights and wherever else it may be in there, but I
3 wasn't sure if that's actually part of the
4 definition.

5 MS. SPENCER: One of the reasons we put this in
6 there was having to do with the tenured track faculty
7 coming in and what does that mean, tenure, what does
8 that afford, what does that mean, it means service,
9 it means some protections and privileges but also
10 responsibilities, we just wanted that to clarify.
11 But look at it and get back to us and tell us what
12 you think.

13 DR. MIEDEMA: That was my only question with
14 that was is that really a definition or is it a
15 negotiated right of the contract.

16 MS. SPENCER: No. I mean, we already have that
17 in here. You're on a continuing contract so it's --
18 it was just for clarification but.

19 DR. MIEDEMA: That's fine. We can leave it, I
20 just wanted to clarify that that's generally what you
21 put in a definition.

22 DR. MARSHALL: So that's okay?

23 DR. MIEDEMA: Um-hmm.

24 MS. SPENCER: And the PSAV, like I said
25 earlier, we have still things to review and I have

1 not had a chance to do that yet.

2 DR. MIEDEMA: But does that need to be
3 addressed in the definition?

4 MS. SPENCER: I don't know. PSAV, it goes back
5 to that Article 8 thing where we said pay rate.

6 DR. MARSHALL: Only if it's going to make a
7 change to the calculation there, that's the only...
8 If we change anything else, then I might have to go
9 back and change this.

10 MR. KOUKOS: That wouldn't change right there.

11 MS. SPENCER: It won't change?

12 MR. KOUKOS: No, because it's defined by --

13 MS. SPENCER: Statute.

14 MR. KOUKOS: Yeah. I mean, if you said contact
15 hours is sixty minutes.

16 DR. MIEDEMA: Hours are hours.

17 DR. MARSHALL: So, we don't have to make any
18 adjustment.

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

20 DR. MIEDEMA: The minutes are not going to
21 change, the other piece is what needs to be
22 discussed.

23 MR. KOUKOS: That part's fine.

24 DR. MIEDEMA: That was my question. Thank you.

25 MS. SPENCER: And the duration of the article,

1 we can -- Article 4, we can fix that up and get that
2 TA'd.

3 DR. MIEDEMA: There's only one change I needed
4 to make in that and that is 4.5, protection of
5 discrimination.

6 MS. SPENCER: Okay.

7 DR. MIEDEMA: We need to -- the law has added a
8 couple of categories of people, we just need to pop
9 those in. It has to do with gender and, you know, a
10 couple of other. Make sure we have all of those
11 rights words in there. So, I've got the law here so
12 we can plug those words in real quick.

13 MS. SPENCER: Okay. Great.

14 DR. MIEDEMA: That's a real minor thing but I
15 just want to make sure that we follow in the more
16 current.

17 MS. SPENCER: Then Article 5, you had some
18 things you wanted to discuss in there.

19 DR. MARSHALL: You want to make that change
20 now, Dr. Miedema?

21 MS. SPENCER: Yeah, let's do it. Okay. Good.

22 DR. MARSHALL: So, it doesn't change the
23 actual -- let's see.

24 MS. FURGUESON: As long as you have --

25 DR. MIEDEMA: Not discriminate base on those.

1 MS. FURGUESON: Those categories.

2 DR. MIEDEMA: Make sure that those -- and I
3 have not taken the time to review and make sure that
4 we had all those listed in there. If we have them
5 there then no changes need to be made, but if we have
6 not then we need to add the other protected
7 categories in there.

8 MS. SPENCER: Genetics. That's cool.

9 DR. MIEDEMA: That's the language now.

10 MS. SPENCER: Is that from the Department of
11 Education?

12 MS. FURGUESON: Yes.

13 MS. SPENCER: That's pretty interesting.

14 DR. MIEDEMA: Yeah, that's why I said I just
15 want to get those last couple words in there.

16 DR. MARSHALL: So, they took out sexual
17 orientation?

18 MS. SPENCER: Well, we negotiated sexual
19 orientation in a couple years ago.

20 DR. MIEDEMA: Yes, we need to leave that.

21 DR. MARSHALL: We can add to we, just can't.
22 Okay.

23 DR. MIEDEMA: Um-hmm. I'm fine with that.

24 DR. EARLE: It should be reworded.

25 DR. MARSHALL: I will. I will alphabetize

1 them. Is that okay with everybody?

2 DR. MIEDEMA: Absolutely.

3 DR. MARSHALL: I think I got them all.

4 DR. LAMB: So, it's okay if I'm a gay
5 communist.

6 MS. SPENCER: Should we go back to 11 or go
7 straight through while we're at it? I flipped this
8 back to the definitions because we were looking at
9 11.

10 DR. MIEDEMA: If you go up to 5.2, these are
11 just a couple real little things.

12 DR. MARSHALL: Where to?

13 DR. MIEDEMA: 5.2.C.

14 MS. SPENCER: Oh, it's a duplication.

15 DR. MIEDEMA: And again in E. I said thirty
16 load points because otherwise you're not sure what
17 thirty points means.

18 DR. MARSHALL: So, does it need to say that
19 here also?

20 DR. MIEDEMA: Yeah, probably need to say
21 release or slash reassignment.

22 DR. MARSHALL: Is that right?

23 DR. MIEDEMA: Um-hmm. Yes, that's what we
24 need. Just want to make sure they understood what
25 points meant.

1 And then under 5.3 it's just a question under B
2 where we say that we provide fifty printed copies in
3 addition to the online copies and I wanted to make
4 sure you still wanted fifty copies.

5 MS. SPENCER: I don't think we've ever had
6 fifty copies printed out, have we? And we really
7 would like to go to an online electronic format.

8 DR. EARLE: State says we have to have a couple
9 of hard copies.

10 DR. MARSHALL: Can we just take out the number
11 and just put additional printed copies will be
12 provided upon request?

13 DR. MIEDEMA: Upon request.

14 MS. SPENCER: That works.

15 DR. MIEDEMA: I just don't want to have to
16 print up fifty if we're not using fifty. You got it.

17 And then under C.4, and this is just again a
18 very, very minor thing, date of birth. Do we need
19 peoples year?

20 MS. SPENCER: We talked about that with respect
21 to retirement and where people are in terms of their
22 career and things like that. I don't know that we
23 need it.

24 MR. KOUKOS: Date of birth I don't think we
25 need. Years of service. I mean, because --

1 MS. SPENCER: I don't -- I don't know.

2 DR. MIEDEMA: I'm just asking because, you
3 know, some people get real sensitive about their age
4 being broadcast.

5 MS. SPENCER: Well, if we were asking for
6 peoples weight or something I can see where that
7 would be.

8 DR. MIEDEMA: It doesn't matter to me but I
9 just thought I would ask that question.

10 MS. SPENCER: Right. Can we check on it? I
11 mean, I don't -- I think in the conversation before
12 the reason we were looking at it is in terms of where
13 our faculty in terms of approaching retirement.

14 MR. KOUKOS: Wouldn't the date of original
15 employment be --

16 MS. SPENCER: Not necessarily.

17 DR. MARSHALL: How about years of service?

18 MS. SPENCER: That won't necessarily tell you
19 either. They may have a career in nursing and come
20 in at sixty and started working for us, so.

21 MR. PARKER: But does date of birth give you
22 really good view of what their retirement plans are?

23 MS. SPENCER: No, it doesn't, it doesn't but I
24 just --

25 MR. PARKER: That kind of doesn't achieve the

1 purpose of what you want it there for.

2 MS. SPENCER: Well, I think it gives us a
3 better -- that's why I say I want to look into it,
4 it's statistical information that helps us get a
5 picture of who are faculty are, where they are
6 demographically, right, so we look at it and say
7 these are new faculty, they're younger members, this
8 is -- our faculty are this age so we're looking long
9 term as far as strategizing for the session that we
10 have. So, for example, the professional learning
11 activities thing, I should know what we're calling
12 that, we wrote that, but the \$50,000 for the
13 non-tenured track faculty. I mean, the idea was with
14 respect to our faculty less than -- more than half
15 have less than ten years experience and they're
16 pretty young. We have a pretty young faculty coming
17 in now with all the new hires. So, in terms of
18 strategizing we're looking at what benefits do
19 membership. And it doesn't necessarily statistically
20 equate, but that was the thinking.

21 DR. MARSHALL: So, Lynn, is that covered under
22 years of experience credited for salary?

23 MS. SPENCER: No, it's not, that's what I'm
24 saying because somebody may have come from some other
25 place and they may be --

1 DR. MIEDEMA: As long as the membership doesn't
2 have an objection to it, I don't have an objection to
3 it.

4 MS. SPENCER: If they don't want us to know
5 that I don't have any problem with striking it.

6 DR. MIEDEMA: I don't like telling people how
7 old I am.

8 MS. SPENCER: I'm getting -- I'm like that too
9 now.

10 DR. MIEDEMA: I'm getting too old, I don't like
11 to tell people how old I am.

12 MS. FURGUESON: I don't mind, I consider the
13 alternative.

14 DR. MARSHALL: How about date of birth when
15 available?

16 DR. MIEDEMA: Just leave it, it's fine. And
17 then if you go down under H, supplement assignments.

18 MS. SPENCER: That's -- yeah, we don't have a
19 problem changing that. That we're talking about
20 department chairs, program coordinators, all that
21 kind of stuff.

22 DR. MIEDEMA: Yes.

23 MS. SPENCER: And then we had added US for BAS,
24 BS, all that.

25 DR. MIEDEMA: The question here was copies of

1 procedures, policies, handbooks being distributed
2 concurrent with distribution to department heads. Do
3 you need -- the question was advance notification,
4 electronic submission, how do we get this information
5 out? Because what we currently do now that we've
6 gone electronic is we just post the information and I
7 don't necessarily send out a notice to all staff if
8 there's a new procedure that's been added. Do we --
9 is that what you're asking for in this section?

10 MS. SPENCER: Yeah, because the concern --
11 here's an example. The textbook form, that's been
12 around forever and we looked at that and it's come up
13 are individual faculty members supposed to -- it
14 hasn't come to the Melbourne campus yet I understand
15 but we're supposed to log in and -- through the book
16 store website.

17 MR. AKERS: Not using faculty-wide software.

18 MS. SPENCER: And we got no -- if we got any
19 notification -- I don't think you sent us any
20 notification because stuff that comes from you I pay
21 attention to.

22 MS. HANDFIELD: Well, thank you.

23 DR. MARSHALL: I think we are doing it, Lynn,
24 but for us like in our department Eileen is taking
25 care of that for us. We never had to do it.

1 MS. SPENCER: But it's also not on the
2 Melbourne campus yet from what I understand, is that
3 correct? It's been presented at Titusville and Palm
4 Bay and Cocoa, is that correct? And there was a
5 general presentation. Okay. Well, with respect to
6 this just when there are changes that affect us we'd
7 like to know and maybe just strengthen the
8 communication that way. The Board of Trustees
9 policies and procedures manual, that changes.

10 MS. FURGUESON: The Board only approves
11 policies once a year and the president approves
12 procedure changes.

13 MS. SPENCER: And how often are the procedures
14 changed?

15 MS. FURGUESON: If the law changes we have to
16 change it. So, probably about three, four times we
17 might have to look at a procedure.

18 MS. SPENCER: I think --

19 DR. MIEDEMA: So, what is it you would like to
20 see? I guess that's what I'm still trying to get to.

21 MS. SPENCER: I don't have a problem with
22 copies of the procedures and policies and we have the
23 responsibility to go on the website and review that
24 stuff.

25 DR. MIEDEMA: I certainly can send out an

1 e-mail when I send out e-mails to any staff members
2 about changes, make sure that it goes to a general
3 distribution of faculty.

4 MS. SPENCER: That's fine. Yeah, that's fine.

5 DR. MIEDEMA: So, that is concurrent and I'm
6 fine with that.

7 MS. FURGUESON: Enjoy that reading.

8 DR. MIEDEMA: So, don't complain to me when you
9 your in box gets full.

10 DR. MARSHALL: Delete those comments?

11 DR. MIEDEMA: Yes.

12 DR. MARSHALL: Sorry.

13 DR. MIEDEMA: No, you're doing great. You're
14 doing great keeping that up.

15 And this question has to do with the minutes of
16 Board meetings and Board workshops and we post them
17 online but.

18 MS. SPENCER: We talked about that. It's in
19 the packet, the minutes are in the packet for the
20 next meeting. So, as long as we get the packet
21 before the next meeting, and they're not available on
22 the website before that meeting, so really -- and
23 sometimes they're not even posted to the website
24 until well after the meeting where the meetings are
25 distributed so I think we're okay striking that,

1 yeah.

2 DR. MIEDEMA: I just wanted to make sure.

3 MS. SPENCER: But the special -- but we would
4 like -- do they have any special Board meetings or
5 Board workshops? Have they in the past year?

6 DR. MIEDEMA: They've not had any but if we had
7 any, yes, you would absolutely get them.

8 MS. SPENCER: And those would be posted on the
9 college web as well or they would part of a workshop
10 packet?

11 DR. MIEDEMA: Yes, all minutes are posted
12 publically.

13 DR. MARSHALL: So that's okay the way it's
14 written?

15 DR. MIEDEMA: Um-hmm.

16 MS. SPENCER: I think we addressed your concern
17 on that. You were afraid we were going to ask you
18 for everything you had in your in box. And you can
19 just say no anyway like shove off.

20 DR. MARSHALL: Please.

21 MS. SPENCER: Pleas. Access to new faculty and
22 orientation. We revised that. Did we revise that,
23 Debra?

24 DR. MARSHALL: Um-hmm, we did.

25 DR. MIEDEMA: That's all.

1 MS. SPENCER: And 5.10.

2 MR. PARKER: Does it have to be two?

3 MS. SPENCER: No, we just put that in there.

4 MR. PARKER: Two or more?

5 DR. MIEDEMA: Well, sometimes -- we've lowered
6 it down to two because sometimes HR is pushing to get
7 all the background checks and all that kind stuff
8 done very quickly.

9 MR. PARKER: Oh, I understand a lot of times
10 they happen very quick.

11 DR. MIEDEMA: Very quickly.

12 DR. MARSHALL: No less than.

13 MS. SPENCER: Not less than.

14 MR. PARKER: Yeah, because you just want at
15 least two days, right?

16 DR. MARSHALL: Yeah.

17 MR. PARKER: But you don't want to have tickle
18 file and can't tell them until.

19 MS. SPENCER: Right, yeah.

20 DR. MIEDEMA: We're not allowed to notify them
21 until two days before.

22 MS. SPENCER: Oh, we'll grieve that.

23 And then consultation with the college
24 president, your concern was -- it doesn't have -- it
25 doesn't it have to be one-on-one meeting. I mean,

1 you can have more than just the college president and
2 the UFF Brevard president, but we just think it's
3 important to have some contact with the president as
4 well.

5 DR. MIEDEMA: Well, you need to recognize the
6 timeframe that may involve and you will not
7 necessarily get quick resolution to issues because of
8 his schedule and his other commitments that he has to
9 do. That's why I had suggested the college president
10 or designee.

11 MS. SPENCER: Yeah, I think --

12 DR. MIEDEMA: Because in most cases if it's an
13 academic concern he's going to refer it to me anyway.

14 MS. SPENCER: We've discussed this and we'd
15 still like the language in there, it doesn't
16 really -- I mean, it says matters of concern at a
17 time convenient to both parties. So, obviously if
18 he's on a plane to Tallahassee or wherever else he's
19 going, that's going to be a tough connection to make
20 but.

21 MR. PARKER: I will say in every policy and
22 procedure where you see the college president you
23 will always see or his designee and if it's
24 appropriate and right for him to meet, he'll make
25 that decision if he thinks he should designate it

1 because of time or that's important, that's his
2 decision. It's just difficult to command the
3 president of a college to do something.

4 MS. SPENCER: It's not commanding, it's just --

5 MR. PARKER: He has the discretion.

6 MS. SPENCER: It just said he'll be available
7 to meet with the UFF Brevard president.

8 MR. PARKER: Will. Will. Will.

9 MS. SPENCER: Yeah.

10 MR. PARKER: It's a command.

11 MS. SPENCER: At a time convenient to both
12 parties.

13 DR. LAMB: Shall. Shall is the command, will
14 means he has the desire, the will to do it. If it's
15 legally required it would be the college president
16 shall be available. That's the way I understand
17 verbs.

18 MS. SPENCER: It's important in the shared
19 governance model to make that connection and to have
20 the faculty --

21 MR. PARKER: We're not saying it's not
22 important, we're just saying it's at his discretion
23 just like it is at yours. I mean, I doubt he would
24 commands the UFF to meet, you know, it would still be
25 at your discretion.

1 MS. SPENCER: I think the language makes that
2 clear, a time convenient. If there's something comes
3 up, I mean, we'd like to know that we have the
4 ability to consult with the president.

5 MR. PARKER: I'm probably just stuck on --

6 DR. MARSHALL: On the will.

7 MR. PARKER: Yeah, I just think it's just
8 very -- again, it's very common place in every
9 important thing even during times of disaster the
10 college president or his or her designee. It's
11 generally there just so that he or she can conduct
12 business. It just gives him the discretion.

13 DR. MIEDEMA: Maybe we just add a sentence that
14 says if the college president is not able to meet for
15 any reason, he may elect to delegate, something to
16 that effect. That's just the question.

17 DR. MARSHALL: Or we could change the sentence
18 to the college president and the UFF Brevard
19 president shall consult on matters. That's not
20 saying that he has to do this with us, it's saying
21 that both parties agree to do that together.

22 MR. KOUKOS: Yeah, this is protection for UFF.
23 I mean, sometimes things have come up in the past
24 where we've gone through regular channels and we're
25 trying to get something and it's just not getting

1 done and this gives us the ability to make sure that
2 we can meet face-to-face with the one who ultimately
3 has the decision.

4 MR. PARKER: That's why I think when you say
5 the college president or his designee. I mean, he
6 has to designate someone. He's making the decision
7 in this case and obviously if it's really important
8 he's going to make the decision individually. So,
9 again, that discretion goes to the president. And I
10 hardly ever disagree with Robert but my legalese will
11 is a command when it comes to procedure and law.
12 Will, there's no ambiguity in will.

13 MS. SPENCER: I'm with Niko on this one. It
14 gives us some --

15 DR. MARSHALL: The college president and the
16 UFF Brevard president agree to consult, not bargain,
17 on matters of concern and so forth. That takes the
18 word will out, it's an agreement between the two
19 presidents. If the UFF Brevard president or the
20 college president decides to send a designee, that
21 can be handled at that meeting time or prior to that
22 meeting happening.

23 DR. MIEDEMA: That makes sense to me.

24 MS. SPENCER: Don't make that change yet, we're
25 going to caucus and we're going to talk about it.

1 DR. MARSHALL: Okay.

2 MR. PARKER: You may still want to talk about
3 some language if appropriate under the circumstances
4 because there are going to be times matters that are
5 very important to you that you'll want to consult
6 with him on but it's still not appropriate maybe
7 because of bargaining or whatever else happens, the
8 item. So, it's not always appropriate.

9 DR. MARSHALL: We just don't want to give up
10 our right to see him if we need to.

11 DR. MIEDEMA: No, we understand that. It's
12 just like coming in to this meeting, he does not feel
13 it's appropriate for him to come in here while we're
14 in the process of bargaining because he just doesn't
15 want it to look like there's any sign impropriety or
16 trying to --

17 DR. MARSHALL: Influence.

18 DR. MIEDEMA: -- influence the process. So,
19 there would be certain situations that he may not
20 want to be right there in the middle of, so. That's
21 all we're trying to do, you know. That's my only
22 other thing in there.

23 MS. SPENCER: Okay.

24 MR. PARKER: What you're asking is common
25 sense, it's just the shall and will are strong

1 commands. You just don't want to give the president
2 a directive, that's all.

3 MS. SPENCER: Well, I mean, he's the president
4 of the college, we're a collegial institution, we
5 share a governance. I mean, he wants to be aware I'm
6 sure if they're faculty concerns.

7 MR. PARKER: Sure, every case I'm sure he'll
8 make the right decision, it's just again the
9 directive.

10 MS. SPENCER: Okay. And then Article 6 we went
11 through -- did we resolve that? We did. I thought
12 we finished Article 6.

13 MR. AKERS: Lynn, something occurred to me when
14 we were discussing 6.16.E and I typed the language
15 in. I know you had expressed some concerns about the
16 language that references to the procedures manual and
17 also references that we include it in that original
18 statement about other policies approved by the
19 president or trustees. It occurred to me that -- I
20 know that you're wanting the protection there, I
21 think it's important to reference the procedures
22 manual because anyone who's working on a handbook for
23 either one of those councils needs to be aware of the
24 procedures manual. I know you're concern was the
25 protection. If we're referencing the procedures

1 manual in that context, I think 4.9 protects you
2 through and through your controlling clause.

3 MS. SPENCER: But if you spell out language in
4 the contract that explicitly says you'll refer to
5 that Board of Trustees manual, then that controlling
6 clause doesn't matter because that means we waived
7 our right to be protected by referencing that Board
8 of Trustees manual and procedures manual, whatever
9 we're talking about. So, that's where my concern
10 was.

11 DR. MIEDEMA: We'll talk about that. We're
12 going to do a quick caucus to address that.

13 The other thing that we did not resolve yet in
14 Article 6 is 6.11.C, the student loan reimbursement.

15 MS. SPENCER: I think we put that to --

16 DR. MIEDEMA: It may need some more discussion.

17 MS. SPENCER: Yeah.

18 DR. MIEDEMA: But those are where we are and I
19 would suggest --

20 DR. MARSHALL: Are we talking about the tuition
21 reimbursement issue now?

22 MS. SPENCER: Yes, um-hmm.

23 DR. MARSHALL: Could I make a quick suggestion
24 for your consideration? Perhaps language that says
25 once employee for X amount of years the

1 administration will reimburse at whatever that amount
2 is. So, I would have to give you three years of
3 service or four years of service before I could even
4 be considered for tuition reimbursement. So, you're
5 getting my work on the front end before you decide to
6 make that investment and reimbursing me. There's no
7 monetary impact to the college this year or maybe
8 next year or the year after even if we decide to make
9 that three years from now, but if we can get that
10 language in here now, then I think that's something
11 that we might be able to.

12 DR. MIEDEMA: Okay.

13 DR. MARSHALL: You get my work ahead of time.

14 MS. SPENCER: How many of the tuition
15 reimbursement, the total, the \$126,000, how many
16 of -- that works out to roughly thirty-six faculty,
17 are we talking about most of those people cap out the
18 about \$3,500 on average. So, we're talking about
19 thirty-six faculty members.

20 DR. MIEDEMA: Um-hmm. That would be my guess.

21 MS. FURGUESON: 6.5, line 551.

22 DR. MARSHALL: It's not the same line anymore,
23 Darla. 6.5, personnel files?

24 MS. FURGUESON: Yeah, there's an error.

25 DR. MARSHALL: Thank you.

1 MS. SPENCER: What was the error?

2 DR. MARSHALL: There was just an extra word.

3 DR. MIEDEMA: Scribner's.

4 MS. HANDFIELD: Do you want to take out that
5 his or her and just leave he. First sentence.

6 DR. MIEDEMA: Nowadays you can be a his or
7 hers.

8 DR. MARSHALL: It's Z, ZE is the new
9 nonspecific gender pronoun. It's not official but a
10 lot of people who don't identify closely with one
11 gender or another use Z instead of he or she as their
12 preferred pronoun.

13 DR. LAMB: And the possessive form of that is?

14 DR. MARSHALL: Z. I don't know.

15 DR. MIEDEMA: Okay. Are with we ready to do a
16 quick review or do we want to --

17 DR. MARSHALL: We need a caucus, please.

18 MS. SPENCER: Hold on one second. Can we look
19 at this first part of the tenure just briefly to make
20 sure there's no conflict. We're in Article 11 before
21 we break for caucus so if there are issues in there
22 we could also briefly address those.

23 DR. MIEDEMA: Sure.

24 MS. SPENCER: So, we had looked at this
25 language and we talked about the tenure, we changed

1 that, prior to ratification after we have no problem
2 with that, can we --

3 DR. MARSHALL: Where are you?

4 MS. SPENCER: The beginning of 11, tenured,
5 promotion and rank. So, the highlighted passages.
6 Have you had a chance to review those, that was
7 just -- have you had a chance to review this? No.
8 Okay.

9 DR. MIEDEMA: Yeah, I've reviewed it but
10 that -- I still have a little bit of a question on
11 the full-time faculty members that are starting in
12 August. As they came through the process they were
13 told tenure is five to seven years. So, once this is
14 ratified are we saying that they only have to do
15 three years?

16 MS. SPENCER: No, members hired prior to the
17 ratification of the agreement, that's what -- yeah, I
18 thought that's what we talked about. So, people that
19 were hired this past --

20 DR. MIEDEMA: We need to make sure it's real
21 clear, ratification of the contract affects this
22 contract year. So, I was hired in July so I'm hired
23 in under the old contract.

24 MS. SPENCER: I would think so.

25 DR. MIEDEMA: So, it means anyone that I hired

1 in, all twenty people who are starting in August get
2 to have tenure in three years which is still against
3 what we're supposed to be doing.

4 MS. SPENCER: Okay. We need to address that
5 too.

6 DR. MIEDEMA: That's the question that I have
7 is that those who started this year, absolutely, but
8 those who are going to start with the ratification of
9 this contract --

10 MR. KOUKOS: When's our official start date?

11 MS. HANDFIELD: August 13th.

12 MR. KOUKOS: When do they ratify the contract.

13 DR. MIEDEMA: August 13th. That's what I'm
14 saying, it's that definition right there.

15 MR. KOUKOS: I mean, if they're hired on the
16 same date we ratify they weren't hired prior to.

17 MS. HANDFIELD: Well, they've already been
18 hired but their start date is not going to be until
19 the 13th.

20 DR. MARSHALL: Right, I think it has to be by
21 their hire date.

22 DR. MIEDEMA: I just want to make sure we're
23 real clear on that because people are going to
24 question that and what does that mean.

25 MS. FURGUESON: Their official hire date will

1 be August 13th. They come on for orientation, they
2 don't get paid for orientation so that's -- their
3 hire date is the first day here.

4 MR. KOUKOS: Hire date is when you start
5 getting paid to do the job.

6 DR. MIEDEMA: I just want to make sure that
7 we're clear with that.

8 MR. KOUKOS: Because you could have offered
9 them a job two years ago and they said I can't do it
10 because I'm in Belize or something.

11 DR. MIEDEMA: So, that was just my question on
12 that, the rest of it --

13 DR. EARLE: I would say that's correct, people
14 who were hired and if we don't have it ratified by
15 the end of that day, then they're still under the old
16 three year. If we ratify that day then --

17 MR. KOUKOS: If we ratify it on the 13th,
18 anybody who starts on the 13th is on the new
19 contract, not the old one. The only reason they
20 would be on the old one is if for some reason it's
21 not ratified on the 13th.

22 DR. MIEDEMA: Because we're continuing the old
23 contract. I just want to make sure because that's
24 going to be a question that comes up. I know it's
25 going to come up because the time framework is so

1 tight.

2 DR. MARSHALL: So, do we need to change
3 anything here?

4 MS. SPENCER: No, we're going to caucus. So, I
5 guess if you -- let's do...

6 DR. MIEDEMA: The changes here, temporary and
7 full-time, I was okay with those changes.

8 DR. MARSHALL: With everything from 2 down?

9 DR. MIEDEMA: Um-hmm. I'm okay with it until
10 the question that you had about placing it in the
11 handbook which is under 4.F because until we resolve
12 that issue.

13 MS. SPENCER: Yeah, that's right. Okay.
14 You're right. Shall we caucus then?

15 MR. PARKER: Speaking of the handbooks, could
16 you e-mail a copy to us your language so that we can
17 take a look at that?

18 DR. MIEDEMA: We'll do this quickly so we can
19 get back.

20 MS. SPENCER: Okay. Thank you.

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

22 DR. MIEDEMA: Okay. So, where do we want to go
23 now?

24 MS. SPENCER: Up to you. So, about the
25 language for the handbooks, is it solved?

1 DR. MIEDEMA: The language for?

2 MS. SPENCER: The handbooks, did we resolve
3 that, Tony's statement and then ours?

4 MR. AKERS: Do we want to look back at the
5 statement? Is it still hiding on another screen?

6 MS. SPENCER: Oh, I thought that 's what --
7 okay.

8 DR. MIEDEMA: What I did is I sent to you a
9 modification of your statement.

10 MS. SPENCER: I just sent you something and
11 closed it because I thought you just wanted to see
12 that language. I didn't leave it open.

13 DR. MIEDEMA: But either way, I left that so
14 you'd have the opportunity to look at that.

15 DR. MARSHALL: We'll leave that for the next
16 one then.

17 MS. SPENCER: For the next what?

18 DR. MARSHALL: Meeting.

19 DR. MIEDEMA: Yeah, I e-mailed it to you while
20 we were over there so that you would have a chance to
21 see it. My -- looking at your language that you had
22 proposed.

23 MS. SPENCER: Yeah, it doesn't look very nice
24 there.

25 DR. MIEDEMA: Pardon?

1 MS. SPENCER: It doesn't look very nice. When
2 I typed it up I was like oh, I don't know.

3 DR. MARSHALL: That?

4 MS. SPENCER: Yeah.

5 DR. MIEDEMA: Yes. I had a couple of questions
6 and a couple of changes to it that we could consider.
7 By mutual agreement of the parties to the CBA, the
8 parties to the CBA would lead that discussion, does
9 that mean it has to be voted by the whole membership
10 or should we simply say mutual agreement of UFF
11 Brevard and administration or myself rather than the
12 parties of the CBA.

13 MS. SPENCER: That's fine, yeah.

14 DR. MIEDEMA: That makes it a little cleaner
15 that we're not sending it out for vote every time.

16 MS. SPENCER: Right. I like what Tony said
17 about disagreement authorizes the councils to
18 establish and revise handbooks to best meet their
19 needs provided the following, and then we say it does
20 not conflict with the CBA, and then any changes are
21 by might mutual agreement.

22 DR. MIEDEMA: And under where it said the
23 substantive changes, I would just say may be made
24 with council approval and UFF Brevard approval and
25 administrative approval, me approval.

1 MS. SPENCER: Okay.

2 DR. MIEDEMA: Just say that those three people
3 are in agreement rather than saying -- just make it
4 real simple that way.

5 MS. SPENCER: Okay. That's good.

6 DR. MIEDEMA: That make sense?

7 DR. MARSHALL: No. I'm sorry. Okay. So, what
8 you're saying is instead of saying up here is just by
9 mutual agreement?

10 DR. MIEDEMA: And then if there's anything from
11 Tony's that you wanted to include in that.

12 MS. SPENCER: He's just such a good writer.

13 DR. MIEDEMA: He is and that's why... But this
14 gives us a discussion point.

15 DR. MARSHALL: What's different from there to
16 this? I don't see any changes.

17 DR. MIEDEMA: Oh, go to -- probably because
18 I --

19 DR. MARSHALL: It might be the one she sent
20 you, is that right? Lynn, do we want to change this
21 now in the contract?

22 MS. SPENCER: We can -- we're in agreement, we
23 understand each other and we'll make that change and
24 review it.

25 DR. MARSHALL: I'm sorry.

1 DR. MIEDEMA: That's fine.

2 MS. SPENCER: Okay. That will impact the
3 discussion of Article 11 when we meet next time.

4 DR. MIEDEMA: Yes.

5 MS. SPENCER: The language in Article 5 on the
6 president's meeting, Debra drafted alternative
7 language, we can look at that, maybe it's essentially
8 the same thing but it just says they both agree to
9 meet each other to consult -- where'd she put it.
10 It's the same thing.

11 DR. MIEDEMA: Yes.

12 MS. SPENCER: But instead of the president will
13 be, yeah.

14 DR. MIEDEMA: It doesn't sound as quite as bad.

15 MS. SPENCER: Yeah, I see.

16 DR. MARSHALL: Is that better?

17 DR. MIEDEMA: Yes. Jack, are you okay with
18 that?

19 MR. PARKER: I'm better with it. Again, I
20 don't accept -- you know, I just want him to have
21 that ability if it's a pressing matter. I would just
22 want him to have that discretion. I know how
23 important it is for some of these meetings to take
24 place, I get it, but I also know that the tornado
25 ripping through the south campus and the actual

1 emergency management response plan is that the
2 president and his designee, there's a reason for
3 that. Sometimes he has to be in a position to make
4 that decision and I would really like us to trust the
5 president to the degree that he would make the right
6 decision at the right time for the right reasons.

7 MS. SPENCER: Yeah, and you understand we trust
8 you, we just we need that language in order to
9 protect the union and it helps that channel remain
10 open.

11 DR. MARSHALL: May be made at the agreement of
12 both parties.

13 MS. SPENCER: No, I don't think we need that
14 language, that sentence, no, no.

15 DR. MARSHALL: Hold on. Just sit there for a
16 second and we can maybe make work on that a little
17 bit.

18 MR. PARKER: Again, I appreciate the effort,
19 I'm not crazy about that add on because I don't need
20 the president asking permission to make the change.
21 You know, again, this is, this is very high level
22 stuff. The president of the union and the president
23 of the college, of course, have to have a wonderful
24 relationship and, of course, they have to be able to
25 meet and talk and discuss things, that shouldn't even

1 have to be written on this piece of paper. The only
2 thing I have a problem with is when we direct. You
3 know, it's akin to -- I would feel awkward directing
4 the UFF president to meet with me as a president
5 without saying or his or her designee.

6 MS. SPENCER: Right.

7 MR. PARKER: Because I trust them to meet with
8 if they can but if they can't I want to meet with
9 someone who represents them so that I can get
10 something done in the time allowed.

11 MS. SPENCER: So, the sentence in yellow will
12 work for you all?

13 MR. PARKER: It may work for the group, I'm
14 still not crazy about it because I think we should
15 include or his designee. I think on the UFF
16 president or his or her designee.

17 MS. SPENCER: For us that's not the point of
18 the language, it's to make sure that channel stays
19 open or at least have an opportunity. So, whatever
20 you think. You want to think more?

21 MR. AKERS: It take a little bit of a
22 rhetorical edge off the language if we were to
23 replace -- I know, I know the intent, I know the
24 spirit but I understand Jack's concern about the
25 prescriptive nature of the language and particularly

1 when we're talking about the college president
2 becomes a little awkward. So, how about the college
3 president and the UFF Brevard president may consult,
4 not bargain, on matters of concern at a time
5 convenient to both parties.

6 MS. SPENCER: No, I think you have to agree to
7 do that and the channel needs to remain open. So,
8 and if they decide they want to designate someone to
9 handle those matters, I'm sure the UFF president is
10 not going to ferret away the college president's time
11 with ridiculous --

12 MR. PARKER: I appreciate you saying that and I
13 have very little doubt that that is exactly your
14 intents, but I've been involved in situations where
15 sometimes you get an unreasonable president who just
16 demands to meet and they believe that the language
17 provides for it and that all of a sudden becomes a
18 circus, not necessarily here but I've seen that
19 happen in other places. That's why I'm just saying
20 it should be discretion. When you're talking about
21 top level people like your UFF preside and your
22 president of your college, it's -- to me it's beneath
23 those two positions to be telling them they have to
24 meet. It's just -- to me it should be unnecessary
25 and I understand you're trying to protect the

1 membership but I think having language up there at
2 all is -- it's a shame it has to be up there at all
3 but if it has to be up there at least you want the
4 discretion to where, you know, the president and the
5 president of the UFF have discretion as to how they
6 want to do that.

7 Again, I don't think that you would take
8 advantage of it if it said or designee on your side,
9 I don't think you would take advantage of it and
10 that's good because we never want the UFF president
11 to -- you wouldn't do that but if it was something of
12 a pressing nature and the president wanted to meet
13 with union leadership, it would be the president's
14 designated person of UFF. It just helps get things
15 done faster and quicker.

16 MS. SPENCER: I think it's really important
17 that the president be available to meet with the UFF
18 president and not farm that out and that that channel
19 remain open.

20 MR. PARKER: I don't disagree with that but I
21 think there's going to be occasions where it does
22 have to be delegated.

23 MS. SPENCER: Well, I think it's covered when
24 you say a time convenient to both parties. We're not
25 stipulating that you must do this within so many

1 college business days or, you know, we're going to
2 file a grievance. Its a time convenient to both
3 parties and it respects their roles in their
4 respective areas.

5 MR. PARKER: Well, again, you heard my concern
6 and I think it's -- again, just whenever I see the
7 college president I always see or his or her
8 designee. It just allows for things to work quicker
9 and smoother. And again, he makes that decision.
10 That's not like somebody else is making the decision.
11 That's not like a designee decides, hey, I'll meet
12 with the union because I'm a designee, that's not how
13 it works. He designates someone to do something.
14 He's making a decision and we have to have trust in
15 him to make the right decision at the right time for
16 the right reasons. The only reason we need language
17 up here is because we don't trust him or don't trust
18 the person in that role to make the right decision
19 and that's really why that language is there and
20 that's a bad precedent. I don't like it.

21 MS. SPENCER: So, we're at 5:00 o'clock and we
22 published the meeting time at 1:00 to 5:00. So,
23 we're going to have to I guess adjourn and figure out
24 where we go from here. I think Article 6 we're
25 close, close, very close. We did make a lot of

1 progress today. Article 8 we're very close as well.

2 One thing we could clarify, the number of
3 classes for the department chair. We agreed at least
4 ten classes because that's not hard to understand
5 that.

6 DR. MIEDEMA: Okay. Sounds good.

7 MS. SPENCER: Shall we meet next week.

8 DR. MIEDEMA: I think probably a good idea.

9 MS. SPENCER: And we can print out the -- if
10 you want to or we can print out the articles that we
11 did discuss. I think 4 we're okay with. 3 I think
12 we could probably TA or have that prepared.

13 DR. MIEDEMA: If you send me your --

14 MS. SPENCER: Okay. We will.

15 DR. MIEDEMA: Your thing, I'll get it printed
16 out so that we can sign on it.

17 MS. SPENCER: Okay.

18 DR. MIEDEMA: 3, 4, 10. 3, 4.

19 MS. SPENCER: I think 9 we're good. 10.

20 DR. MARSHALL: I have 4, 9 and 10.

21 MS. SPENCER: We're real close on 5 and 6.

22 DR. MARSHALL: Ish.

23 MS. SPENCER: Yeah.

24 DR. MIEDEMA: Ish.

25 MS. SPENCER: And I think another good session

1 like we had today we could probably wrap it up.

2 DR. MIEDEMA: I'm writing this language down
3 specifically for this one so that I can review it
4 with Dr. Richey and that may resolve some of that
5 too.

6 MS. SPENCER: We can send that. You want to
7 send the CBA today. Debra, before we leave we'll
8 send that. We can send it before we leave the room
9 here.

10 DR. MARSHALL: So, Wednesday, June 24th, 1:00
11 to 5:00?

12 MS. SPENCER: Will that work for you? Will
13 that work for you?

14 MS. HANDFIELD: I thought we were changing it.

15 DR. MIEDEMA: Yeah, they decided that --

16 MS. SPENCER: It was part of Robert's schedule.
17 Would that work for you?

18 MS. HANDFIELD: Yeah, that's fine.

19 DR. MIEDEMA: We talked about alternating
20 between the two but 1:00 to 5:00 works for us.

21 DR. LAMB: I keep have those students for my
22 class every day.

23 DR. MIEDEMA: How dare them.

24 DR. MARSHALL: Don't they know.

25 MS. SPENCER: So, when we -- since we were

1 close on the handbook then I will assume we'll
2 probably resolve that and hammer that out. We could
3 look at Article 11 when we come back. That's a big.

4 DR. MIEDEMA: We want to try to finalize these
5 that we're so close on, 5, 6 and 8, but we want to
6 focus on 11 because that's one we haven't really
7 addressed much on.

8 MS. SPENCER: Right. Okay.

9 DR. MIEDEMA: I think we can get those four
10 quite readily.

11 MS. SPENCER: If I would -- two things that we
12 talked about before I know in the raft of things we
13 did, one was about the sick leave buy back which I
14 know it's -- we talked about that last week but I
15 think you were going to look into were there other
16 institutions that do that. And then the insurance,
17 that's Article 13, about faculty who opted out of the
18 insurance package but. Anything else?

19 DR. MIEDEMA: Um-hmm.

20 MS. SPENCER: Okay.

21 DR. MIEDEMA: We're good.

22 MS. SPENCER: Thanks guys, have a good
23 weekend. Good week.

24 DR. MIEDEMA: Thanks.

25 MS. SPENCER: Yeah, we did get a lot done.

1 Good work guys.

2 (Thereupon, the meeting was concluded at 5:05

3 p.m.)

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C E R T I F I C A T E

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 22nd day of June, 2015.

JILL CASEY
Court Reporter

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