

TRANSCRIPT OF THE
UNITED FACULTY OF FLORIDA
NEGOTIATION MEETING
April 11th, 2018
Eastern Florida State College
Melbourne Campus
Building 8
Melbourne, Florida

The transcript of the United Faculty of
Florida Negotiation Meeting taken before Diane Lynch, Court
Reporter, held on the 11th day of April, 2018, commencing
at 3:30 p.m.

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A P P E A R A N C E S

EASTERN FLORIDA STATE COLLEGE:

DR. SHARON CRONK-RABY

DR. SANDY HANDFIELD

DR. LINDA MIEDEMA

DARLA FERGUSON

JACK PARKER

UNITED FACULTY OF FLORIDA:

HAROLD ZACKS

ANDREW LIEB

ROBIN BOGGS

LYNN SPENCER

DR. KATINA GOTHARD

P R O C E E D I N G S

1
2 DR. MIEDEMA: All right. I'd like to go ahead
3 and get started with our negotiations. And we had
4 several things that were listed that you all had
5 reviewed over the last couple weeks that we wanted to
6 address. I got the information yesterday afternoon,
7 sent it out to my team to take a look at. I'm not
8 sure that we've had time to look at each of those
9 things in depth, but I'd like to start to go through
10 them. I sent back some comments back to Andrew, and
11 what I'd like to try and do, if possible, if it's
12 agreeable, is there were several topics related to
13 Article 3. Can we group those together, take a look
14 at that, and then go back to Article 3 and make sure
15 there's nothing else we need to change right now, and
16 potentially get that tentatively approved, so we have
17 one that we can say is done for now?

18 MR. LIEB: Yeah. I don't see that there's any
19 reason not to. The only reason that they were
20 separated out in this was because one was dealing with
21 new stuff, and then revision stuff.

22 DR. MIEDEMA: No, I understand that. I just
23 thought, now that we've gotten to this point --

24 MR. LIEB: Yeah, that makes perfect sense.

25 DR. MIEDEMA: Because that's how we started, talk

1 about what you want, and we figure out where to put it
2 later. But now that we have some of the major things
3 out, let's try to go back and get some of those
4 articles fixed, so that we can demonstrate progress.

5 MR. LIEB: I think there's other articles we can
6 talk that about, and that's what you said in your
7 e-mail. I did forward that out to the rest of them.
8 Articles 1 and 2 for sure. I think Article 4 and 5
9 and 6 might possibly be able to be considered
10 tentatively agreed. I have to double check and make
11 sure I'm not wrong about that. Because if we finish
12 up with the textbook stuff, that should take care of
13 6. And I don't believe we had anything else for 4 and
14 5, but we can -- I'll double check.

15 DR. MIEDEMA: I thought that might be a good
16 thing to take a look at when we do a caucus, just to
17 see where we can go from there. So let's start by
18 talking about some of the Article 3. Article 3 is
19 Definitions. So I looked at the language that was
20 submitted for pilot courses, and part of it fits well
21 into a definition, and another part of it is more
22 operational, and I thought maybe it would be better
23 fitted into 8.3, Faculty Responsibilities. So that we
24 keep Article 3, which is Definitions, Article 3.

25 MR. LIEB: Yeah, I don't think there's a problem

1 with that. And one thing we were looking at changing
2 too was, must be approved by the -- cluster is won by
3 majority vote of all voting faculty members, or all
4 faculty members that vote, something of that nature.

5 DR. MIEDEMA: If someone doesn't express a vote
6 one way or the other, do they have much interest in
7 that topic?

8 MR. LIEB: Question then becomes, should they be
9 voting on this stuff? And the answer to that is yes.
10 So we might want to think about how to --

11 DR. MIEDEMA: That was just my thought as I read
12 through it. So that -- if you're okay with separating
13 out those two sections --

14 MR. LIEB: Starting with, "if a pilot course is
15 testing"?

16 DR. MIEDEMA: Uh-huh.

17 MR. LIEB: I don't see that that's a problem. As
18 long as it's in there somewhere, so they know if
19 they're doing a pilot, they have to play by the rules.

20 DR. MIEDEMA: All right. And then Required
21 Educational Materials, I didn't have any changes to
22 that.

23 MR. LIEB: The only thing I wanted -- I realized
24 I put "and/or" when I should not have, it should just
25 be "and." As Dr. Gothard so eloquently pointed out to

1 me, well, if I make something that's free, I shouldn't
2 have to run through and get this to give my students a
3 handout that I've made.

4 DR. MIEDEMA: Correct. I had no problem with
5 that. Section 3.8, which is Business Days and Hours.
6 I didn't have a problem with that, I didn't have a
7 question with it. We do typically run our library and
8 learning resources from 8:00 a.m. to 8:00 p.m. So
9 what you're asking for is an hour before and an hour
10 after. There won't be other resources available
11 during that period of time. I don't have an issue
12 with it, but I want to make sure that you're aware
13 that, if you do office hours at 7:00 in the morning,
14 there's not going to be anyone around if you have
15 questions. Because no one else will be here until
16 8:00.

17 MR. LIEB: I think that's okay. I mean, it --
18 because with 8:00 a.m. classes, I know as someone
19 who's been teaching them now for close to ten years,
20 they're more likely to come to my office at 7:30 than
21 they are to come at 1:00, when I'm done teaching.

22 DR. MIEDEMA: No, I understand. I just want to
23 make sure that as we do that, that there's not an
24 expectation that the other support services are also
25 open at 7:00 in the morning, because they're not.

1 MR. LIEB: In relation to this, I know that in
2 the Advising or Office Hours section, you moved --
3 wanted to strike the part about someone being able to
4 have half an hour of office hours after -- so let's
5 say class gets out at 9:00, let them have up to a half
6 an hour, to go to 9:30; is that -- what was the issue
7 with that part?

8 DR. MIEDEMA: Well, let's -- when we get to that
9 article, let's talk about that. Let's try and keep
10 the two separate for right now, because I'll -- I can
11 explain my thought process, and then you will have the
12 opportunity to rebut.

13 MR. LIEB: Okay.

14 DR. MIEDEMA: Department Chairperson, 3.14, I
15 didn't have any changes there. Seniority, the
16 question I had, and this is just a question, is, it
17 says in 3.26, Seniority, that you're not counting any
18 time that they were administrative staff or
19 non-teaching position in their seniority. But yet if
20 someone goes into an administrative position, like
21 Sharon, and decides to go back to faculty, we pay them
22 all those increases for that period of time. It seems
23 to be a little incongruent that we are one place
24 giving them credit for it, and one place not giving
25 them credit for it. So I'd like to make it

1 consistent. We either count it, or we don't pay them.
2 One or the other.

3 MR. LIEB: I think the thought process behind it
4 was, it's for, like, scheduling priority and other
5 non-compensation issues. It has nothing to do with
6 anybody's pay, per se, it just has to do with -- let's
7 say I've been in administration now for -- I came in
8 the same time as somebody else, after three years they
9 went to administration for three years, I've been in
10 the classroom for six, the person in the classroom for
11 six, in our opinion, should have the right to say,
12 look, I've been doing this the entire time, I should
13 have priority for scheduling purposes or those kinds
14 of deals.

15 DR. MIEDEMA: And who is monitoring that?
16 Because the provost, who's getting 70 of these, may
17 not recognize that this person spent a year in the
18 Learning Lab, versus teaching that year. So who's
19 monitoring where the seniority -- this unofficial
20 seniority process lives?

21 MR. LIEB: I would imagine that it'd be able to
22 be found in HR pretty easily. Because we'd know where
23 their job title positions are, they moved to a faculty
24 or staff or administration position.

25 DR. MIEDEMA: So HR is now supposed to take all

1 of the math faculty in Palm Bay and figure out who's
2 the seniority? And then go to Melbourne and do that?
3 And should they be doing that every semester? Every
4 year? Who's looking at that as we're assigning these
5 classes? Because that's what you're asking for with
6 the seniority, that as you assign classes, you're
7 doing it to the senior person first. So who's looking
8 at that? Because I don't want Sandy to get grieved
9 over it when she thought that it was all agreed at the
10 department level.

11 MR. LIEB: I would think that it would more come
12 into play when there's a conflict within the
13 scheduling request. If two people are trying to solve
14 the issue, and it's, okay, I only have two 8:00 a.m.'s
15 to give out, because that's what the college has
16 determined they want for the schedule, and both -- you
17 have four people that want them, and that's where the
18 supervising administrator has the right to make that
19 choice, we're saying we'd like for seniority to be
20 considered when they're making that choice. I mean,
21 we can talk about it at caucus and see if we're okay
22 to unify it if that simplifies things.

23 DR. MIEDEMA: I just want to make sure it's
24 clear. Because I don't want this to be a grievance
25 issue because somebody didn't recognize that. Because

1 when the schedule comes to the provost, they don't
2 know what that discussion has been within the
3 department. Did everybody agree to this? That's the
4 assumption. And then have someone say, but I didn't
5 get my rights, after the fact. And then it's the
6 first day of class, and someone's coming to see Sandy
7 to say, I didn't get the class I wanted and I'm more
8 senior than so-and-so. Where is that monitoring
9 process? I just -- I don't have a problem with it, I
10 just want to make sure that it's enforceable.

11 MR. LIEB: All right. We'll talk and see what we
12 can figure out.

13 DR. MIEDEMA: And then I added a comment in there
14 on Professional Comportment. This is just a statement
15 that we have in our current procedure manual that I
16 though beared some repeating. Because people
17 question, if I swear in the classroom, is that
18 professional comportment? And our procedure says it's
19 behavior that potentially brings the college into
20 disrepute. So let's -- I wanted to add --

21 MR. LIEB: As judged by who?

22 DR. MIEDEMA: Yes.

23 MR. LIEB: But who's judging this disrepute? I
24 mean, is this looking like it could -- theoretically,
25 if the college doesn't agree with a political

1 movement, and somebody goes to a rally, the way that
2 this is written now, theoretically the college could
3 say, well, you're not in accordance with what we agree
4 -- you're deviant from us. And that's a 1st Amendment
5 violation.

6 DR. MIEDEMA: This is also currently in our
7 procedure manual, so you're already being held to it.
8 We just thought it would be a good opportunity to
9 repeat it. So I'll have you review that. And then I
10 also looked at 3.31, which is the Work/Contact Hours.
11 And my comment here was just, we're going to be
12 looking at office hours soon, and the desire within
13 faculty to have more flexibility in office hours. So
14 maybe calling it "office hours" is not the right
15 thing. They're really advising hours. So is that a
16 change that would be acceptable? Because it more
17 accurately reflects what you do and more accurately
18 embraces this concept that it doesn't all have to be
19 in your classroom or in your offices specifically. So
20 that was just a thought that I'd like you to take a
21 look at. And that's all I have for definitions.

22 MR. LIEB: Okay. We'll just take a look at the
23 compartment one and talk about it. The seniority,
24 we'll see if we can come up with some language that
25 makes it a little clearer of how it would be done.

1 Because I don't know that it's something that should
2 be done every semester and -- I think once you figure
3 out who's senior once, as new people come in, it
4 becomes --

5 DR. MIEDEMA: Unless someone takes a leave of
6 absence or they go to a different role for a while
7 and --

8 MR. LIEB: I can see -- right.

9 DR. MIEDEMA: So I just wanted it clear. So that
10 takes care of 3. Which section would you like to look
11 at next?

12 MR. LIEB: You have 12.3(E), but we can go -- if
13 you want to go numerical and go onto 6. You said
14 something about, on 6.1, you wanted to --

15 DR. MIEDEMA: Yes, let's look at Article 6.
16 Because there's several things -- 12 is a relatively
17 minor one, so let's take a look at 6, because that
18 gives us something to discuss during a caucus.
19 Bargaining Member Rights, I wanted to make a change in
20 there that says that anything that is a bargaining --
21 that is a condition of employment or a benefit to
22 faculty, as addressed in the contract. Because
23 there's a lot of things that can be a benefit to
24 faculty that, if we make a change there, I don't feel
25 need to be negotiated. If we decide that you can't go

1 to the dental clinic and get your teeth cleaned
2 anymore, does that need to be negotiated? If we raise
3 the prices in the cosmetology department for you to
4 get your hair cut, is that a condition that needs to
5 be negotiated? I think it's things that are related
6 to the basic work standards and work conditions that
7 are addressed in that. If we're making changes to any
8 of those, then we need to have that face-to-face.

9 MR. LIEB: I don't think we're necessarily
10 opposed to having the "as provided" or "in this
11 agreement." What I would like to do is --

12 MS. SPENCER: We can talk about that at caucus.

13 MR. LIEB: Okay. One thing that we were floating
14 was adding in after the word "changes," "and bargain
15 any mandatory bargaining issues." So that way it's
16 clear that anything that's a mandatory bargaining
17 issue --

18 DR. HANDFIELD: Could you say that again?

19 MR. LIEB: Sure. So "opportunity to discuss any
20 changes and bargain any mandatory bargaining issues
21 prior to implementation."

22 DR. MIEDEMA: We'll talk about that when we
23 caucus as well. So that you have the opportunity -- I
24 don't want anyone to go into it feeling they were
25 pressured or pushed to go in before they've had a

1 chance for discussion. Because we want to make this
2 as collaborative as we can.

3 MR. LIEB: Absolutely.

4 DR. MIEDEMA: My question on 6.3, which is
5 Textbook and Software Selection, is, is this going to
6 be the entire article? Because we have -- that makes
7 me happy.

8 MR. LIEB: This is all of Textbook Selection.
9 What we actually -- I'd like to strike the Textbook
10 and Software and change that to Educational Materials
11 Selection. Seeing as if we're trying to get away from
12 saying the old school methodology or thinking of
13 textbook, let's just say, look, this is -- that's why
14 we have an Educational Materials definition.

15 DR. MIEDEMA: I'm happy with that.

16 MR. LIEB: You had added in here, with 6.31,
17 "Faculty must follow the textbook selection procedures
18 approved by the Academic Affairs Council and
19 administration." If it's going in the handbook, it's
20 already implied, because the handbook has to be
21 approved by both the executive council and the
22 administration for it to go into effect.

23 DR. MIEDEMA: But sometimes these changes occur
24 before the handbook is updated. That's why I said --
25 because you may make that recommendation at AAC, it

1 may go to the provost council, and they approve the
2 recommendation as well, it may be six months before
3 the handbook is updated. So does that mean that they
4 don't go into place until the handbook is written?
5 That was the only reason I put that in there, is so
6 that, if we make a decision, and you want to get
7 started on it, we can go and get started on it and not
8 wait until there's a new edition of the handbook. So
9 that's just for your consideration. And then I added
10 a sentence in there that just -- instead of saying
11 just because you got your assignment late, that you
12 can use a different textbook, I said, "under
13 extenuating circumstances." There might be any number
14 of things. You might have been off on leave and just
15 came back and you haven't had time to get the new
16 textbook ready to go. There's a -- so I said, under
17 extenuating circumstances, we would look at another
18 approved book.

19 MR. LIEB: Yeah, I don't think we're opposed to
20 that change.

21 DR. MIEDEMA: I actually wanted to open it up a
22 little bit more than you had.

23 MR. LIEB: And you had in here with -- and to
24 another approved textbook or software selection with
25 approval of the cluster chair and supervising

1 administrator. Why are we having the cluster chair
2 yay or nay somebody's book selection?

3 DR. MIEDEMA: I just thought the cluster chair
4 probably would want to know that those changes are
5 being made.

6 MR. LIEB: As long as the faculty member is using
7 an approved textbook though, the cluster chair's
8 already signed off on that book.

9 DR. MIEDEMA: That's for discussion then. I was
10 just trying to make sure that the cluster chair was at
11 least aware of what's going on in their own cluster.
12 You know, Katina, do you want to know if someone else
13 is using different software for math?

14 DR. GOTHARD: Yes. But, again, if they follow
15 that procedure that we've written that has tentatively
16 been approved, they can't -- that doesn't allow them
17 to make a change at that point.

18 MR. LIEB: They'd only go to use stuff that's
19 already previously been approved.

20 DR. GOTHARD: But it's not a bad idea to add that
21 in as a cover.

22 DR. MIEDEMA: For communications. That was my
23 thought. I know they're approved. That's not an
24 issue with the approval and knowing that they're --

25 MR. LIEB: So maybe it's not the approval of

1 cluster chair. With approval of supervising
2 administrator and notification to the cluster chair,
3 something to where they're kept in the loop.

4 DR. GOTHARD: Sure. Uh-huh.

5 DR. MIEDEMA: Absolutely. This is only draft
6 language. This is just my initial reaction to the
7 verbiage, to see if it was clear.

8 MR. LIEB: I think that's all that was changed in
9 6.3. And 6.11, you said you were fine there. Same
10 with 6.16 and 6.17. For 6, I think that's it, if
11 everybody's okay.

12 DR. MIEDEMA: That's what it looks like to me.

13 MR. LIEB: Okay. And then that brings us to 7.2.
14 You were seeing no reason to change the current
15 language. The reason --

16 DR. MIEDEMA: I'm not quite sure why we're
17 changing the verbiage.

18 MR. LIEB: It's because it gives the implication
19 of a waiver for impact bargaining. And waiving -- and
20 UFF doesn't want to waive their right to bargain any
21 mandatory, you know, required bargaining items.
22 That's why the verbiage in there -- the proposed new
23 verbiage in there has the impact required bargaining
24 items. It does not list, like, the dental practice or
25 the hair cutting fees and that kind of stuff.

1 DR. MIEDEMA: Okay. I'll have to take a look at
2 that, because I'm still not clear.

3 MS. SPENCER: The waiver is, "without prior
4 bargaining over the impact or effects of such decision
5 upon unit faculty." That's a waiver of our rights to
6 bargain. And we don't want that in there.

7 DR. MIEDEMA: It's been in there for at least six
8 years, so I'm not quite sure --

9 MS. SPENCER: There are other places in the
10 contract where we have waivers too, and we can look at
11 that. We're not going to waive our rights. So that's
12 one of our rights, is to bargain the impact of working
13 condition changes, wages, those kinds of things.
14 That's part of the way this bargaining is supposed to
15 work. Unless we waive our rights, we have the right
16 to bargain those impacts.

17 DR. MIEDEMA: Okay. Well, I have to look at it.
18 And the College-wide Scheduling, that was just a
19 verbiage change. There was no problem there.

20 MR. LIEB: So that brings us then to 8.3. Thank
21 you for catching the 165 that should have been 160. I
22 wasn't mathing appropriately.

23 DR. MIEDEMA: Well, the five days are --

24 MR. LIEB: No, I know. That's --

25 DR. MIEDEMA: -- not teaching days.

1 MR. LIEB: Right.

2 DR. MIEDEMA: I just wanted to make sure -- if
3 you all want to work an extra five days, I can put it
4 back in, but I didn't figure you wanted to work five
5 extra days.

6 MR. LIEB: Not particularly. And then you wanted
7 to add in, "as determined by the department and
8 division and the supervising administrator." I don't
9 think that's necessarily unreasonable. Under the
10 priority for scheduling. And then, "any faculty
11 teaching an online class is expected to have regular
12 and" --

13 DR. MIEDEMA: That is the statute. So that's why
14 I put that in there.

15 MR. LIEB: Correct. The only thing that we are
16 looking at is the 48 hours, should that be 48 business
17 hours?

18 DR. MIEDEMA: Well, based on my communications
19 with the e-learning faculty, that's something that
20 needs to be confirmed, because I couldn't get ahold of
21 Chuck Kise today. They wanted it to say 48 hours.
22 Because their feeling is, the reason students take
23 online classes is to have that just in time, whenever
24 it's convenient to them. So that was not mine, that
25 was what I got from some of the e-learning faculty.

1 So that might be something that we need to verify with
2 them. We probably won't get through Article 8 in its
3 entirety today. But that was -- that came from them.
4 That was not my language.

5 MR. LIEB: Okay. Under 8.3(B) and (A), I think
6 we're okay with striking -- the only one that --

7 MS. SPENCER: Where are we?

8 MR. LIEB: Under Priority for Scheduling, under
9 -- Priority for Scheduling Assignments, under C, the
10 part where "and there is no alternative course section
11 available at a different time on the same campus," I
12 personally would like to see that stay in there.
13 Because if there is another alternative for the
14 student to take the class, and it's a not full class,
15 we should probably be trying to fill the classes that
16 we have. So it would read, "if the division
17 department is unable to find an instructor for the
18 course and there is no alternative course section
19 available at a different time on the same campus." A
20 minor change in D, wanted to change it as -- instead
21 of "determined" to "evaluated." Because that's what
22 the form is, it's an evaluation, it's not a -- at the
23 very end, "a plan of action will be reviewed with any
24 faculty member evaluated as less than satisfactory."

25 DR. MIEDEMA: What do you want it to say?

1 MR. LIEB: Just say that. So instead of saying,
2 "a plan of action will be reviewed with the faculty
3 member any time he is determined as less than
4 satisfactory," to change it to, "a plan of action will
5 be reviewed with any faculty member evaluated as less
6 than satisfactory." Again, it's just a minor thing,
7 just "determine" versus the evaluation form.

8 DR. MIEDEMA: The only reason I put that -- I
9 made a change in there is that if you're a tenured
10 faculty member, you only get a full evaluation every
11 three years. If something happens in between time
12 that needs to be addressed, we don't want to wait
13 three years because it wasn't written on that form.
14 We want to have that opportunity. And we have people
15 that develop problems over a period of time, and it
16 may change from -- they may get Alzheimer's in that
17 period of time. You never know what's going to happen
18 in a three-year period of time. So that's the only
19 reason we put that in there. And the next piece of it
20 is just that I put "advising" wherever it said
21 "office."

22 MR. LIEB: As long as we are not -- my only fear
23 is that it will create confusion, because we do have
24 advisors on campus.

25 DR. MIEDEMA: What would you like to call it?

1 MR. LIEB: That's what -- I'm not saying I have a
2 good answer to it. I'm just saying that that's a
3 concern. I don't want people to think that we're
4 saying, okay, now you're going to go downstairs and
5 help advise people on which classes to take. Because,
6 no, we have great people doing that.

7 DR. MIEDEMA: Consultation hours? I don't care
8 what we call it --

9 MR. LIEB: I'll ask -- I'll see if we can figure
10 -- I'm personally good with advising. Maybe it's just
11 me thinking weirdly.

12 DR. MIEDEMA: History?

13 MR. LIEB: Yeah.

14 DR. GOTHARD: We'll just make a definition.

15 MR. LIEB: That's true. We could just --
16 advising, for the purposes of this article, will be
17 considered --

18 DR. MIEDEMA: Very true. Absolutely. That was
19 my concern. You know, we know that we are in a period
20 of time this year with budget that our budget is very,
21 very limited, because we lost money a year ago, and
22 we're losing money again this year. So we want to try
23 and look at the contract every way that we can to
24 enhance working conditions for our faculty, because we
25 know there's limitations on what we can do

1 financially. So that's why I'm trying to make sure
2 that we are addressing this as much as we can as we go
3 through the process, as collaboratively as we possibly
4 can, because that is going to be a concern. We don't
5 even have the first draft of a budget, but we plan to
6 have that very soon, so we can kind of see where we
7 are. So I think by the next time we meet, probably in
8 two weeks, we'll be able to start to look at financial
9 resources.

10 MR. LIEB: When you guys have the projected
11 budget, will you please forward it?

12 DR. MIEDEMA: Yes. Hopefully we'll have some
13 information, we can start to talk about the budget.
14 But that's why I'm trying to be as collaborative as we
15 can with everything else that we can do, because we
16 know that our finances are limited. You know, we lost
17 two and a half million two years ago, and we're down
18 again this year. And we're the only state college
19 that got a decrease in the amount of money they're
20 getting this year. Why, I don't know.

21 DR. GOTHARD: Wait, we got a gold standard, and
22 we're losing money?

23 DR. MIEDEMA: Yes.

24 MR. LIEB: Okay. We'll have to talk.

25 DR. MIEDEMA: Yes. That's what -- the report we

1 just got from the state shows that we are down, and
2 what they're going to give us as the allocation. Now,
3 that does not include the gold standard, or the silver
4 standard, or whatever that might be. This is just the
5 general budget money. But even general budget money
6 to general budget money, we're down. For the second
7 year in a row. So we are trying to do the things that
8 we can. Our president is very concerned that we try
9 to be as upfront as we can about where we are, what we
10 need to be doing, how we can work together. He wants
11 to be able to come up with some kind of process for
12 compensation, but we have to be realistic about it,
13 and we just don't have enough information to bring
14 that forward right now. But I wanted you to be aware
15 of that, so you don't come to me with some
16 astronomical figure, not knowing that we can't do
17 that. But we are trying to work with you as far as
18 quality of life, so that if you want to pick up
19 additional classes, if you want to do other types of
20 things, you have the timeframe in which you're able to
21 do some of those things. So we're trying to work
22 together on it. And I'll have more information when
23 we meet next time. Does that make sense?

24 MR. LIEB: Uh-huh.

25 DR. MIEDEMA: So whatever you want to call this,

1 advising, or office hours --

2 MR. LIEB: I'm not opposed to advising unless
3 someone else has -- if we create the definition in
4 particular, I think it'll be fine.

5 DR. MIEDEMA: I also added a little language in
6 here that addressed e-learning. Because, again, I
7 heard from e-learning faculty saying, our business day
8 is not 7:00 to 9:00. We do our advising online, and
9 we may do it at 10:00 at night. Well, online advising
10 at 10:00 at night may be very appropriate, if that's
11 when the students are sending you information. So I
12 just put language in there that says, for an online
13 class -- and I didn't do it for just those who teach
14 just online, but for any online class, that you're not
15 restricted to business hours. Does that make sense?
16 And you guys can talk about that as well.

17 MR. LIEB: Yeah, it makes sense, what you're
18 saying. Then I agreed with the elimination of number
19 7, that's already spelled out above, so it's not
20 necessary.

21 DR. MIEDEMA: Don't need it twice. This is a lot
22 of work you guys did. I appreciate it.

23 MR. LIEB: It's worth it when you figure things
24 out. One thing, if we're looking -- if we're ready to
25 go on to the Instructional Faculty Responsibilities,

1 under that, it was point out to me, and I think it's
2 actually a really great idea, instead of where it
3 says, "Syllabi are required to contain specific
4 content, as listed in Appendix Z," can't we just say,
5 "as listed in the AAC Handbook"? So if things change,
6 we don't need to bargain it. That means we can
7 completely eliminate Appendix Z.

8 DR. MIEDEMA: I like it.

9 MR. LIEB: And then the pilot course information,
10 I think we can tweak it so it will work within there.
11 If a faculty member is doing a pilot, this is the --
12 that kind of thing.

13 MR. LIEB: Are there any other issues that I
14 missed so far?

15 DR. MIEDEMA: I'm sure when we take a closer look
16 at it as a group, we'll find other stuff.

17 MR. LIEB: Always. I know you had a question
18 about the enrollment caps for the -- any online or
19 honors course. Traditionally, online, by contract, it
20 has been limited to 30, so it means that there would
21 have to be at least 15. I know they have let them run
22 -- you guys have let them run with fewer, and so I
23 don't know if you want to put a hard number in there.
24 If we do, do we want to make it, you know, 15, or with
25 permission?

1 DR. MIEDEMA: Or with approval.

2 MR. LIEB: And with the honors, it's
3 traditionally been a cap of 12. So that would mean
4 there needs to be at least six students enrolled.

5 DR. MIEDEMA: I just think it makes sense to half
6 benchmark.

7 MR. LIEB: So we can change it to, any online
8 course used to meet load point obligations must have
9 at least 12 enrolled students. Any honors course used
10 to meet load point obligations must have at least six
11 enrolled students. I'm sorry, that 12 should have
12 been a 15.

13 DR. MIEDEMA: Perfect.

14 MR. LIEB: And if you want, we can add in there,
15 unless with -- unless permission --

16 DR. MIEDEMA: Or with approval of supervising
17 administrator.

18 MR. LIEB: Under Banking Load Points, I realize
19 that it's redundant at this point to have where it
20 says a tenured full-time faculty member. There's no
21 need for the tenured requirement anymore because we're
22 not allowing them to use this for a full term release.
23 The most that they're able to use it for is 60 load
24 points, and that might happen in -- I know some AS
25 programs where they have, you know, 210 load points in

1 the fall, and then they have, you know, 110 or
2 whatever the difference is there. I'm bad at math
3 today. Allow those non-tenured the ability to meet
4 the needs of their program. So we'll just change to
5 "A faculty member on a basic academic year
6 contract" --

7 DR. MIEDEMA: Okay. We'll talk about that too.
8 Makes sense.

9 MR. LIEB: And we also added in there that
10 faculty must notify their supervising administrative
11 department chair of their intent to use banked load
12 points two weeks prior to the schedule due date. Not
13 the start of the term, but the schedule due date.

14 DR. MIEDEMA: That makes us happy.

15 MR. LIEB: I mean, I'm sure there's extenuating
16 circumstances where there needs to be made exceptions
17 or to work with something that might have happened
18 suddenly, that we can figure that out.

19 DR. HANDFIELD: You realize when the schedules go
20 to print and everything, right?

21 MR. LIEB: Uh-huh. I was in advising for my
22 first three years.

23 DR. MIEDEMA: That's why he had a question about
24 the advising hours, because he was an advisor, and he
25 doesn't --

1 DR. GOTHARD: And the fact is, I bank hours
2 because I teach weird -- you know, calculus, and so I
3 bank hours. And when we're setting our schedule to
4 both work up front, I send an e-mail to Wayne first
5 and said, do I have your permission to do this? And
6 he agrees, and then -- it has to really be decided
7 while we're creating our schedules --

8 MR. LIEB: Because otherwise it screws the
9 department.

10 DR. HANDFIELD: Because, I mean, April deadline
11 date now for fall.

12 MR. LIEB: But it messes the department up if we
13 don't have that.

14 DR. GOTHARD: There's no reason why a faculty
15 member wouldn't know it at the time they're deciding
16 on what their class schedule's going to be.

17 DR. MIEDEMA: Well, Bill Klein is an example of
18 shifting that load a little bit too, because even
19 though he's on a 165-day contract, he spreads it over
20 12 months. Because that's the way his department is
21 set up.

22 MR. LIEB: That's the way fire science works.

23 DR. MIEDEMA: And we've always allowed that,
24 so --

25 MR. LIEB: We agreed with getting rid of, in the

1 8.16, the majority consent of the full-time faculty.
2 There's no other option, you're right. What are you
3 going to do? So we're fine with that.

4 DR. MIEDEMA: Yeah, if there's no option, why are
5 we going back for a vote?

6 MR. LIEB: Where you have the comment about
7 qualified full-time faculty from other departments,
8 you said "related departments or any department."
9 It's still -- we're kind of still working through
10 that. There's some of us that feel that it should be
11 someone has to teach at least one class within the
12 department, and then others feel, well, if there's
13 nobody from within that department, period, what do
14 you do?

15 DR. MIEDEMA: Well, I'll let you guys -- that was
16 just a question for me for clarification, as I was
17 reading through, saying, is that really what you want
18 it to say? Because if you ask me to be the department
19 chair over math, I probably would not give equitable
20 distribution of those courses, because I wouldn't
21 understand how much more time it takes to teach
22 quantitative versus dev. ed. So I may not be the best
23 choice for department chair. Just saying.

24 MR. LIEB: Under the department chair thing, I'm
25 okay -- I think we're okay with splitting that where

1 you did, when you separated from two to three, just to
2 kind of create some separation for the online, I think
3 it makes sense. Same with things that are not there.
4 You had a comment about, what about DC/PM or DC and
5 PM, meaning, can they be a department chair and a PM?
6 The intent would be yes. Now, should they be holding
7 two program manager positions? No. But, I mean, I
8 look at -- for example, right now, Harold, you're
9 serving as both your program coordinator/manager plus
10 department chair. So, I mean, that happens. Because
11 when you have AS programs where everything in that
12 department is a program, they -- department chair
13 would automatically be a program manager. So that's
14 why we only had the -- they can only hold one
15 department chair position at a time.

16 DR. MIEDEMA: I just wanted to make sure we were
17 clear on that. Because we do have the other
18 situations that do occur, and I want to make sure that
19 we all are understanding the same thing. I can give
20 you several examples of people who are both a
21 department chair and a program manager, so if we're
22 saying they can't do that, we need to say that now,
23 because it makes --

24 MR. LIEB: I think we're okay with them doing
25 that. It's just -- I don't know that they should

1 necessarily be two program managers or two program
2 coordinators at the same time, but I think one from
3 each, if it happens, it kind of happens.

4 DR. MIEDEMA: And there are situations that occur
5 where there's not a lot of options. Somebody gets
6 sick, something happens, and you're there, you're it.

7 MR. ZACKS: Sometimes you have to do what you
8 have to do.

9 DR. MIEDEMA: And we appreciate you being it. We
10 do appreciate you stepping up, so --

11 MR. ZACKS: It needed to be done.

12 MR. LIEB: With the clinical coordinator, we
13 don't have an appendix yet for it, that's why the TPD
14 is there, because we have to figure that part out.
15 Cutting Q and then retaining P, Appendix P is just the
16 checklist, if I remember correctly. The checklist was
17 fine, it's the rubric that is the large problem. So
18 we're okay with cutting --

19 DR. MIEDEMA: Those are just the things that
20 Kelly Norris has sent out. I just didn't want to
21 forget them. We're not to the appendices yet, but I
22 wanted to make sure we captured her comments so that
23 we don't forget to address those as we go through.
24 All right. Very good. Now I'm happy.

25 MR. LIEB: Yeah, I'm actually going to meet with

1 her on Tuesday, to go over other questions that they
2 have.

3 DR. MIEDEMA: And I also know that one of the
4 things that Kelly is asking for, as far as a change in
5 the form that goes for tenure, is that rather than
6 having the committees see the evaluations or have the
7 evaluations attached, that it's just a statement from
8 the supervising administrator that evaluations have
9 been satisfactory. And so --

10 MR. LIEB: That was changed last year.

11 DR. MIEDEMA: So this section here --

12 MR. LIEB: So all they have to do -- that's their
13 signature line on the tenure application only. That's
14 all this refers to.

15 DR. MIEDEMA: So this language here can be looked
16 at.

17 DR. GOTHARD: That happened last year --

18 DR. MIEDEMA: I'm just saying, so that language
19 here --

20 DR. GOTHARD: Oh, it didn't change in this. Got
21 it.

22 MR. LIEB: Where it says, rating for the last
23 three years as defined by and as indicated on the
24 tenure application. So we're -- well, mine's just
25 giving the definition, and then the tenure application

1 is where the signature it.

2 DR. MIEDEMA: Correct.

3 MR. LIEB: So I think we're okay then, right?

4 DR. MIEDEMA: Yeah. We just --

5 MR. LIEB: I mean, I could add in there, "as
6 indicated on the tenure application by the supervising
7 administrator," if that helps clarify where their
8 signature is.

9 DR. MIEDEMA: Well, I'm not sure that we need all
10 of that language, is what I'm trying to say. What we
11 need to say is that the supervising administrator
12 will, by their signature, indicate that they have met
13 the --

14 MR. LIEB: Okay. I see what you're saying.

15 DR. MIEDEMA: Just make it real simple. So that
16 we don't say, well, is she signing it because she did
17 two, is she signing it because she did three, is she
18 signing it because she did one? When she signs that,
19 she says, the applicant is satisfactory. So that was
20 my only thought there.

21 MR. LIEB: Yeah, we'll see what we can come up
22 with.

23 DR. MIEDEMA: And then Kelly had also mentioned
24 about the super majority, and you had that anyway, so
25 I won't worry about that.

1 MR. LIEB: In that one, I think we're okay. We
2 -- there was something else I wanted to -- that goes
3 along with the majority recommendation. I'd like to
4 move, under number 6, "The candidate must be
5 recommended for tenure by the Campus Tenure Committee,
6 and the TPDC, before the candidate's name" -- I'd like
7 to move that up and make that actually number 4. So
8 that way when we see the Campus Tenure recommendation,
9 and we see, you know, the college-wide one, we know
10 already that it needs both of these things.

11 DR. MIEDEMA: Now, you're going to be meeting
12 with Kelly next week to look at TPDC process for
13 tenure, so we probably can't do too much of this
14 section yet. Is that --

15 MR. LIEB: No, I think we're okay to move
16 forward. To speak bluntly, I mean, I worked all
17 summer with them writing their handbook, so I know it
18 fairly well.

19 DR. MIEDEMA: Okay. I just want to make sure
20 that --

21 MR. LIEB: And most of it mirrors what we have in
22 the contract, because the contract drives the
23 handbook, not the other way around.

24 DR. MIEDEMA: Exactly. That's why I want to make
25 sure that we are moving in the same direction.

1 MR. LIEB: And Katina did some wonderful math for
2 me, and shows me that the one vote really is saying,
3 if you have more than one non-approval vote, you don't
4 meet the super majority recommendation anyway, so it
5 does make sense, if I'm interpreting what you said
6 correctly, to just say, if a faculty member receives
7 more than one vote of non-approval at the campus
8 level, they shall be considered not recommended.
9 That's fine.

10 DR. MIEDEMA: That's an interesting concept.

11 DR. GOTHARD: Well, it already is the way it is.
12 It actually just helps the person with only three
13 people on their committee. Because, technically, one
14 vote means they don't move forward because they're 66
15 and two-thirds percent. But for the other ones, it's
16 already de facto, that's the way it's done.

17 DR. MIEDEMA: I don't look at the vote, I just
18 look at the recommendation --

19 MR. LIEB: So that was -- so, like, if they had
20 five people, plus the DC, then I get what they're
21 saying, to where --

22 DR. MIEDEMA: I don't have a problem with it,
23 it's just I had -- I didn't know --

24 MR. LIEB: Oh, it seemed very scary to me, if
25 they get more than one, that's not fair. And then I

1 was like, by the math, it's already that way. So
2 we're fine with cleaning that up to reflect that, make
3 it a little easier to understand.

4 DR. MIEDEMA: All right.

5 MR. LIEB: I think we were okay with everything
6 else in that tenure section, unless I missed
7 something. With the new additions, anyway, that we
8 put in. Hopefully it cleans up or clears up what's
9 happening and what's supposed to happen. Did we want
10 to deal with then the 12.7 -- or 12.3, and then 12.7?

11 DR. MIEDEMA: 12.3, again, I wanted to just
12 simplify the language a little bit.

13 MR. LIEB: I think you did -- I think we're
14 probably okay with it. As long as I don't hear any
15 large objection in caucus, everything you have there
16 is -- it makes sense. It's simpler, it's cleaner.

17 DR. MIEDEMA: They haven't seen the changes,
18 so --

19 MR. LIEB: Oh, sorry.

20 DR. MIEDEMA: So we'll talk about it when we
21 caucus. And 12.7 looks --

22 MR. LIEB: It was just adding that last line,
23 which we're fine. And then we're back to --

24 DR. MIEDEMA: So do we want to take a caucus to
25 talk separately and make sure that we're okay with

1 things?

2 MR. LIEB: Are we okay, before we do that though,
3 with checking off the ADPA one, as being done with
4 that?

5 DR. MIEDEMA: Yes. I thought I put a note on
6 there.

7 MR. LIEB: Renaming the 13.5, I think we're okay
8 with. And the retirement, just moving "and notify the
9 supervising administrator" up one sentence, I don't
10 think that that's a problem. So I just want to make
11 sure that we're good there.

12 DR. MIEDEMA: We are good. We will move to the
13 other room, so that you guys have a little space, and
14 we'll take a caucus. You let us know when you're
15 ready. Hopefully we'll be ready.

16 (A break was taken.)

17 DR. MIEDEMA: What is your pleasure?

18 MR. LIEB: With the pilot course thing, rather
19 than putting it under the Duties and Responsibilities,
20 what if we just add it to the end of the definition
21 that we're okay with. If a pilot course is testing
22 new or different competencies, the pilot course must
23 be approved by the appropriate cluster, period. And
24 then just cut the rest.

25 DR. MIEDEMA: I'm fine with that. And we define

1 that later? Or you define it in your other processes?

2 MR. LIEB: With 3.26, honestly, we had it in
3 there dealing with layoffs and that kind of thing; and
4 to solve the problem, we're just saying, why don't we
5 just strike it?

6 DR. MIEDEMA: Oh, okay. The whole definition, or
7 go back to the old definition?

8 MR. LIEB: Just the entire definition.

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

10 MR. LIEB: With professional comportment, right
11 now, the way that it's written, it comes across as a
12 job responsibility or duty, it's not necessarily
13 defining what we mean by professional comportment. So
14 we were hoping that you guys could take a look and see
15 about creating the definition of, this is what
16 comportment is, this is what is okay, this is what's
17 not, that kind of thing. Because, right now, the way
18 that it is, it's, okay, you're expected to conform
19 with standards of professional comportment, it's
20 sufficiently deviant from the professional and
21 personal behavior standards as judged by who, or what
22 creates this, what's --

23 DR. MIEDEMA: We could simply refer to the
24 procedure, because the procedure has all those things
25 listed out. If that would make more sense. And just

1 say, they're expected to conform to standards of
2 professional comportment as defined in procedure 308.
3 I happen to know that one. I use that procedure a
4 lot. Not with faculty, but with other folks.

5 MR. LIEB: Right. With 308.3 though, where it
6 has the unprofessional behavior in the workplace,
7 "Behavior which, in the judgment of reasonable persons
8 within the college community, is sufficiently deviant
9 from the professional and personal behavioral
10 standards established by the college and the community
11 that the behavior may bring the college into disrepute
12 or may substantially impair the employee's
13 effectiveness in the performance of his/her duties.
14 Refer to procedure 308.1, Accepted Productive Work
15 Standards." Even that doesn't have a definition in
16 it. That's saying, okay, well, the college -- if the
17 college decides that we don't like what you're doing,
18 we're going to call that sufficiently deviant. I'm
19 not saying you will, but it could happen, to where --
20 let's say I do participate in a march on Washington --

21 MS. FERGUSON: We could define it a lot more.

22 DR. MIEDEMA: Define it in the procedure? And
23 bring that back?

24 MR. LIEB: Yeah. And just bring it back, and
25 we'll take a look at it then. That'd be fine.

1 DR. MIEDEMA: That way we can look at that as
2 okay, but you'll the opportunity to review the
3 procedure. Does that make sense?

4 MR. LIEB: Yep. So I'll wait to confirm that
5 then from you, and I'll work on the other edits so
6 far. I know that we were fine with the revisions to
7 6.3. Are you guys still okay there?

8 DR. MIEDEMA: 6.1, adding a statement, and any
9 mandatory bargaining issues, we were fine with that.
10 6.3, we were fine with that, the changing of it to
11 notification of the cluster chair. Fine with that.
12 We did have a question under 6.11. Two things. This
13 says tuition and fees, and our college procedure has
14 been tuition, not fees. Fees have never been included
15 in that.

16 MR. LIEB: We'll have to look into it.

17 DR. MIEDEMA: So you might want to check that.
18 And then we didn't know if we needed to add a time
19 period in which to submit those requests. Do we have
20 one currently defined?

21 MS. FERGUSON: There's one in the procedure,
22 yeah.

23 MR. LIEB: I think there is -- we wanted to
24 change it to, instead of the required documentation,
25 to just say "must submit verification of satisfactory

1 course completion to be reimbursed." The question
2 that we had is, the way that I'm reading this, that
3 there is not a matching requirement, is that the way
4 that you guys are reading this? Meaning that, to get
5 3500, you have to spend 3500.

6 DR. MIEDEMA: We've never had that in there.

7 MS. FERGUSON: That's the maximum per year
8 that's --

9 MR. LIEB: Correct. So, like, if I take three
10 courses, and it costs me \$1200, not including the
11 fees, the college would reimburse that without me
12 spending 1200 of my own dollars on top of it?

13 DR. MIEDEMA: Absolutely. Absolutely.

14 MR. LIEB: Okay. Because the way I thought it
15 was playing out the last year or so is that there was
16 a matching requirement, the college would match you
17 dollar for dollar.

18 DR. MIEDEMA: No. No matching requirement.

19 MR. LIEB: Okay. So in order to be reimbursed --
20 so we could add something about, there are no matching
21 funds required.

22 DR. MIEDEMA: Right.

23 MR. LIEB: All right. So then I think that takes
24 care of the tuition reimbursement, if we're saying
25 that it's not a matching fund requirement.

1 MS. FERGUSON: I'll get that procedure, and I'll
2 shoot it out to everyone.

3 DR. MIEDEMA: Perfect. We'll get that out to
4 everybody.

5 MR. LIEB: Okay. Because I just want to be clear
6 that that's -- we're not asking for the matching
7 requirement, we want --

8 DR. MIEDEMA: Yeah.

9 MR. LIEB: 6.7, I think we were all okay with
10 before we left. And then same with 7.4. With 7.2,
11 we're still of the position that it's -- it's not even
12 an implied waiver, it is a flat-out waiver that we
13 don't have to --

14 DR. MIEDEMA: But we've already addressed that in
15 6.1, when we say, "and any mandatory." So why do we
16 need to repeat it? Why do we need to change it? 6.1,
17 under --

18 MR. LIEB: 7.1, you mean?

19 DR. MIEDEMA: 6.1, under Bargaining Member Unit
20 Rights, it says -- we added, "and any mandatory
21 bargaining issues." So we just added that in. So I
22 don't know why it needs to be repeated again.

23 MR. LIEB: So then why did we have in there to
24 even begin with the reservation -- what was originally
25 there? What was the purpose of that?

1 DR. MIEDEMA: Because we didn't have that in 6.1
2 before.

3 MR. LIEB: Because the way that I read the
4 current language there, in 7.2, I mean, that's a
5 waiver of impact bargaining; but then, in 6.1, we're
6 saying we don't waive impact bargaining. So it's in
7 conflict.

8 DR. MIEDEMA: I'm not ready to approve a change
9 to that. Because it's been there for a very long
10 period of time, and I'm not sure what the purpose of
11 the change would be. I will have to get a legal
12 opinion on it.

13 MR. LIEB: Okay. That's fine.

14 DR. MIEDEMA: That's something I can't answer.
15 But I will have an answer by the next time we meet.

16 MR. LIEB: One thing that we looked at -- for the
17 change that you had suggested for the priority for
18 scheduling assignments, in relation to the -- where'd
19 it go? The faculty shall respond to any student
20 questions or concerns within 48 hours, we'd like to
21 add in there Monday through Friday. Because I believe
22 the current policy we were able to find, they're not
23 saying that you have to answer the e-mails on
24 weekends, but you're expected to be checking the
25 e-mails Monday through Friday. So that if you did

1 e-mail on Friday, and you got an e-mail back on
2 Monday, it wouldn't be much more than that 48 hours
3 anyway. And we're fine with the advising, we'll just
4 write up the definition for the advising thing and
5 throw it in there. Because that's the simplest way to
6 do that, I think. Do we want to keep that, if a class
7 ends after normal business hours, the faculty member
8 teaching the course may elect to hold 30 minutes of
9 office hours at the conclusion of the course? In
10 recognition that, if you have a class that gets over
11 at 8:40, students, generally speaking, when they have
12 questions, are going to ask it then.

13 DR. MIEDEMA: The problem I have with doing
14 office hours after the evening class is security.
15 Because security has to go around and lock up, and
16 they have a schedule that says class ends at 8:40. So
17 they can make their rounds and they can make sure
18 everything is secured. They aren't going to
19 necessarily know that you're doing your office hours,
20 you're not doing office hours, you're doing office
21 hours, you're not doing office hours. So which
22 classes can they go through and secure, and then have
23 to go back and have to re-secure things because -- and
24 it will change every semester. So there's not a way
25 that our security can secure a space. So that's my

1 biggest concern. And if it's a class -- we have
2 classes that run until 10:00. 10:30 at night, I'm
3 really not excited about people walking out to the
4 parking lot. And at that time, we have limited
5 security again to be watching any faculty or students
6 who are walking out to the parking lot at that time of
7 night. I just don't think it's a safe thing to have,
8 here and there, people hanging out late at night.

9 MR. LIEB: With the 30 minutes, it would only
10 allow for the 30 minutes. I hear what you're saying.
11 I'll bring it back to caucus and we'll talk it through
12 some more.

13 DR. MIEDEMA: That's my concern. My concern is
14 the security issue. It's not anything else.

15 MR. LIEB: Our concern is that a faculty member's
16 going to be serving de facto office hours at that time
17 period anyway, which is what happens. Like I know
18 between my classes, I never count the ten minutes, but
19 every single class, I always -- that's what I'm doing.

20 DR. MIEDEMA: We also have a thing that says, if
21 you -- a faculty member has made an appointment
22 outside their regular hours to have a meeting, which
23 would be those impromptu types of things, that all you
24 need to do is to put up a note saying that you're
25 taking 30 minutes or 20 minutes or whatever else off

1 your regular hours the rest of the week. So you can
2 do that on an as-needed basis, rather than making it a
3 standard basis. Because we have that already in the
4 contract that says, if you're going to have -- to meet
5 the need of students, you're meeting at another time,
6 that's fine, and you can still count that time. So we
7 already have that covered, we just don't --

8 MR. LIEB: It's under number 8 of that, under the
9 advising/office hours. The new number 8 rather.

10 DR. MIEDEMA: I really have to run, but if you
11 guys want to finish up, would you just keep notes for
12 me?

13 MR. LIEB: The last big one would be back in 8.3.
14 I skipped over it on accident. Under A, where it
15 says, the -- we're just going to say, strike that next
16 sentence, the full-time faculty schedule's shall be
17 based on -- we don't want to force a one size fits all
18 onto it. If a department wants to do it by seniority,
19 they are welcome to. That way we just say, full-time
20 faculty who have earned tenured contract shall have
21 first preference. So we're -- meaning, yes, you have
22 tenure, you do get kind of a pick over someone who's
23 in no contract or temporary full time. But after
24 that, it's up to the department to figure out what
25 best fits their needs. If they choose seniority,

1 that's -- so be it. That would allow us to then cut,
2 underneath that, "for purposes of this article,
3 seniority is defined by," because it's no longer
4 needed. So that let's us take more stuff out.

5 DR. MIEDEMA: We had that same conversation while
6 we were caucusing, because in some departments, they
7 have a lottery system, versus a seniority system. And
8 that works for them. So --

9 MR. LIEB: Right. And that's what we were
10 talking about too.

11 DR. MIEDEMA: To give the faculty the flexibility
12 to work out among themselves, but we also want to be
13 there to support the faculty, so that we don't have a
14 department chair who's feeling like they're being run
15 over by a specific faculty member, to say, I have to
16 have my way. Not that that would ever happen. I'm
17 looking at Katina, because a couple years ago we had a
18 little discussion down in Palm Bay with an individual
19 who wanted his or her way.

20 DR. GOTHARD: It happens.

21 DR. MIEDEMA: And it does happen from time to
22 time. And that's where the supervising administrator
23 needs to be there to support it. But you, as faculty,
24 should be able to define how you make those
25 assignments. As long as you, in your department, in

1 your division, in your group, are cool with it, I'm
2 cool with it. I just -- that was my concern is, how
3 do you -- how do you monitor it? How do you say, we
4 know we followed the procedures in making these
5 assignments based on seniority and preferences when
6 there's no way to monitor it?

7 MR. LIEB: No easy way, yes.

8 DR. MIEDEMA: Or no easy way to monitor.

9 MR. LIEB: It could be done, but it would not be
10 any fun. You'd have to hire somebody to do that.
11 Otherwise, I think that was really it for the day.
12 Everything else, I think we were okay and agreed with.
13 So we'll make the changes that we kind of talked about
14 today, I'll e-mail that back out as soon as I can.
15 When you have the definition --

16 DR. MIEDEMA: We will get that sent out.

17 MR. LIEB: And I e-mailed Mr. Cherry, just
18 following up, because I know that he's been swamped
19 with the different audits and everything else. And he
20 replied back that we should have answers for those
21 questions sooner rather than later. I did follow up
22 with him, I just want to let you know today. And then
23 we can hopefully start talking some of the money
24 issues. What I'd like to propose for next time is,
25 see if there are any articles that both sides agree

1 that there's nothing else we need to do here, so we
2 can -- I mean, I have a list here of what I've looked
3 at, but I want to run it by --

4 DR. MIEDEMA: Absolutely. And so we'll look at
5 the whole -- the rest of the agenda, plus any of those
6 types of things that we come up with between now and
7 then. When do we want to meet again?

8 MR. LIEB: Did the Mondays work better, or did
9 the Wednesdays work better?

10 DR. MIEDEMA: Mondays work better for me.

11 DR. GOTHARD: I think for Lynn as well.

12 MR. LIEB: I think so. So that would be the
13 23rd.

14 DR. MIEDEMA: 3:30?

15 MR. LIEB: Yeah, that's fine.

16 DR. MIEDEMA: I would really like to get as much
17 of this done before summer comes. Because I know some
18 of you actually take time off during the summer, And I
19 really don't want to call you back in because we
20 haven't finished discussions. Thank you very much.

21 (Thereupon, the meeting was concluded.)

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C E R T I F I C A T E

STATE OF FLORIDA
COUNTY OF BREVARD

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

DATED this 11th day of April 2018.

DIANE LYNCH
Court Reporter