

Collective Bargaining Meeting Minutes

Wednesday, June 21, 2017

MAR 402 – 3:00pm-5:00pm

Attendees:

Ms. Jennifer Baker, Chief Negotiator/Director, Budget & Management Services	Dr. Win Everham, Professor, UFF Chapter Co-President
Dr. Tony A. Barringer, Associate Provost/Associate Vice President for Academic Affairs	Dr. Shawn Keller, Assistant Professor, Justice Studies
Dr. Joan Glacken, Associate Dean, Marieb College of Health & Human Services	Mr. Morgan T. Paine, Associate Professor, UFF Chapter Co-President
Dr. Xiaoxue (Charles) Wang, Associate Dean, College of Education	Dr. Jaffar Ali Shahul-Hameed, Associate Professor, Mathematics
Dr. Charles Lindsey, Associate Dean, College of Arts & Sciences	Mr. Patrick Niner, Instructor, College of Arts & Sciences / UFF Bargaining Chair
	Dr. Scott Michael, Professor, Biological Sciences
	Ines M. Delgado, FMCS Mediator

Absent:

Dr. Monika Renard, Professor, Management	Mr. David Vasquez, Director, University Budgets
Dr. Nora Demers, College of Arts and Sciences	Dr. Tanya Benford, Associate Professor, College of
Dr. Kathleen Miller, Dean, Library Services	

I. Call to Order

- a. Minutes from June 7th meeting will be presented at the July 12th meeting.
- b. UFF volunteered to take notes and provide draft minutes for this meeting.

II. Article 8

- a. Discussion continued
- b. UFF Suggested that Summer Assignment issue be given to Labor Management in the upcoming full-book negotiation
- c. Management caucus
- d. Management proposed to close discussion on this subject. They will meet with each of the college leadership to review the summer assignment criteria. If necessary, language will be strengthened within these documents to be in accordance with the CBA.
- e. UFF concurred.

III. Article 8, Overload compensation

- a. UFF proposed an amendment to 8.4.G, codifying minimum compensation for an overload course assignment (see proposal handout). UFF proposed that the overload compensation was too low and that it needed to raise to a comparable level.
- b. Discussion regarding the scope of an overload assignment, in Non-Instructional overload pay practice. Discussion to continue next meeting.

IV. Next Meeting

- a. Next meeting is scheduled for Tuesday, June 27 from 10am-12pm, in MAR 402. Discussed bargaining timeline based on BOT deadline to ensure tentative agreement is reached no later than August 1st.

UFF-FGCU Article 8: Overload compensation
2017 Re-opener negotiation

Background:

Payment for course overloads has been constant at FGCU for years, held at \$1000 per credit hour. This amount is not specifically listed in the Collective Bargaining Agreement alongside other “extra assignments” such as summer teaching.

- 1) Overload pay now represents less than 12.5% of the lowest in-unit faculty salary ($35,000 \times 12.5\% = \underline{\$4,375}$)
- 2) Overload pay now represents less than half of 12.5% average in-unit salary ($67,595.69 \times 12.5\% = \underline{\$8,449.46}$).
- 3) There is precedent at other CBA-protected SUS institutions for higher overload pay.

Issues:

- 1) Overload pay is below that of what a reasonable in-unit faculty member would expect to be compensated for a three or four-credit course.
- 2) The long-standing overload compensation practice is not protected by the Collective Bargaining Agreement.

Proposal:

- 1) Overload pay be increased to closer match compensation practices for assignments above 1.0 FTE.
- 2) Overload payment practice be codified in the CBA under Article 8.4.G (Extra University Appointments) as 8.4.G.1.

Draft language:

8.4.G.1 When an overload for-credit course is assigned to a faculty member in excess of one's full regular assignment, the compensation will be [*bargained amount or percentage*].

FIU

Assignment of Responsibilities (11) When an employee is assigned to teach a face-to-face or a hybrid course as an **overload assignment**, being a course for credit in addition to their full regular assignment, the compensation for the overload assignment will be a minimum of **\$1,000.00 per credit hour** for the course.

UCF

8.7 Overload Appointments. Overload compensation is defined as compensation for any duties in excess of a full appointment (1.0 FTE). Available overload compensation appointments within the University shall be offered equitably and as appropriate to qualified employees in sufficient time to allow voluntary acceptance or rejection.

(a) An employee's overload compensation for teaching a three (3) credit hour course in a premium tuition program shall be eleven and one half percent (11.5%) of the mean academic year salary of the tenured and tenure-earning employees in the employee's department/unit.

(1) If the employee's department/unit does not offer tenure, the compensation for a three (3) credit hour course shall be **eleven and one half percent (11.5%)** of the mean 9-month salary of the faculty pay plan employees in the department/unit.

(2) The calculation of mean salary shall be as follows.

For a course that begins during the fall, spring, or subsequent summer of an academic year, compensation shall be based on the employees in the unit and their salary rates as of January 1st of the previous academic year. Any 12-month employee salaries will be multiplied by 81.82 percent to obtain an academic year salary.

(3) Courses of greater or fewer than three (3) credit hours shall be prorated.

(b) Compensation for overload appointments other than those described in 8.7(a) shall be no less than the adjunct rate for the employee's department or unit.

UNF

14.11 Overload Assignments.

(a) An overload assignment is defined as the assignment of duties in excess of the faculty member's full-time appointment.

(b) No faculty member shall be required to accept an overload assignment.

(c) An overload assignment shall be offered equitably and as appropriate to qualified faculty members in sufficient time to allow voluntary acceptance or rejection.

(d) The University Administration, at its discretion, may offer faculty members one of the following methods of compensation, or a choice between the two:

(1) financial compensation of at **least \$2000 per credit hour** for the overload appointment; or

(2) in exceptional circumstances, **an equitable reduction in teaching assignment in the following academic year.**

(e) Monetary compensation for overload assignments shall be paid from OPS, not salary dollars. OPS payments do not qualify for retirement compensation or credit, and no retirement compensation shall be provided for the portions of the faculty member's overload assignment made by OPS payment.