

FACULTY SENATE
March 31, 2010
346 Leon Johnson
4:10 PM – 5:00 PM
MONTANA STATE UNIVERSITY-BOZEMAN, MONTANA
Minutes

Members Present: Caton, Cherry, Eitle, Fischer, Frick, Jacobsen, Kaiser, Lansverk, Larson, Locke, Lynch, Marshall for D. Weaver, McClure, Meade, Mokwa, Neumeier, Osborne, Schachman, Sowell, Starkey for Zhu, Thompson, Waller, Wojtowicz

Members Absent: Bangert, Bessen, Chen, Eiger, Fleck, Gee, Gerlach, Lawrence, Livingston, Mosley, Political Science, Sobek, Van collar, Versaevel, T. Weaver

Other present: Larry Carucci, Greg Durham, Tom Burgess, Karen Leech and Terry Cargill (President and VP of the non-tenure track, respectively), Joe Fedock

Chair Wes Lynch called the meeting to order at 4:10 PM. A quorum was present.

Announcements – Chair Lynch

- President Cruzado will try to attend another FS meeting before the end of the semester to talk about shared governance, its reorganization and implementation.
- April 7, 2010 - Semi-final reading of expedited tenure review
- April 14, 2010 - Women's Faculty Caucus; their plans for the future and how they interface with FS.
- April 21, 2010 - Last P&T Bite #3
- April 28, 2010 - Elections. Chair Lynch will review FS accomplishments.
- Microbiology has been in merger status with VMB for about a year. Faculty will present a plan to President Cruzado on Thursday, April 1, 8:00 am to revitalize the department; tenure track faculty will present a plan. Students believe there is no longer a microbiology department and, as a result, have not been signing up for classes.

AFMSU – Tom Burgess, Union Contract Negotiator for all MUS Campuses

- Background – Has been working for the Education Union since 1991, took a hiatus, and came back in 2005 to what is now AFMSU. He negotiates for all MSU campuses, jointly.
 - *What is the likelihood of decertification after one year?* The likelihood exists wherever we are on every campus because every year the contract expires and opens the door under the Board of Personnel's Rules and Regulations to decertify the union. It doesn't matter whether you are on a campus or in, for example, the Department of Public Health; all are subject to that law.
 - *What are the contract priorities?* We haven't gotten them all out on the table, but I will share what administration already knows:
 - Salaries and compensation
 - Workload
 - How many credits and contact hours faculty will have, and what that means.
 - *A FS member would like more communication from the union, on his behalf as a union member, so when voting time comes, he will be well informed. How will the union accomplish that? For example, if you are working on something like workload, which has such diversity across disciplines, how can you expect people to vote on that when they haven't been informed?* We cannot share all offers with all of our members because they are just offers. We hope department reps communicate with their officers. Also, it comes down to trust. The bargaining team has 16 members, all from different departments, and they have worked tirelessly on how language would fit with regards to their department, and meet the goals and objectives for everyone else. My experience has been, and I've negotiated almost 400 contracts, is that you cannot put all issues into the hands of all faculty; it just doesn't work.
 - *Should that rep have spoken to us about what our workloads are or should be? We haven't met with our rep.* At the last meeting, we discussed how we could do things

better, and the bargaining team is not a vacuum and they do discuss, heavily, those issues.

- *Representation and communication; we fall between the cracks. I am in engineering and most of the people are professional engineers, but we recognize that, most likely, things that are agreed upon will be controlled by the union, and we have no say in it. We have some people in the collective bargaining unit, but they are not voting members. When did that transpire? I am sure you can see the complexities that are instilled on to the department head.* I don't know; I believe it came in 1994 maybe because there was an engineer on the collective bargaining team. Professional engineers are exempt under law from collective bargaining. I don't think that the university under the law or policy should take all of the efforts of the collective bargaining and instill it upon the engineers. They can use the Faculty Handbook; they can use the Policies and Procedures the university has adopted.
- *The bargaining team will make a proposal and there will be counter-proposals and at some point there will be a tentative agreement and all faculty will see it and all members will have an opportunity to vote. Is that correct? Who gets to vote once the first contract comes out?* Yes, I will make sure that all members, as well as non-members, have it at least two weeks prior to the vote. When we finish the first contract, anyone who has completed a membership form and paid dues will be able to vote. Right now, membership is at 50%. I want people to join and participate in the process and be able to vote. I want the administration to have a document they can live with, also, or what have we really done? It's not my goal to agitate things to a point where you and administration can't do their jobs. We are in the business of educating students and that is my goal, but the collective bargaining process protects wages, hours, and working conditions of the members in the bargaining unit and that is what I do.
- *Membership is determined by who pays local dues, right?* Yes. Right now the non-tenure pays \$50/faculty \$100 per year. I would like to address a faculty member's question about what we do with the money. It is in a bank account under AFMSU's name and it is building your treasury; your local treasury. You control it and do with it as you want. Sandy Osborne stated that, so far, the money has gone to purchase tables, coffee, chairs, and to pay rent for an off-campus meeting facility.
- *What is the difference between a member and non-member?* There is a membership form that says if you sign and complete the form, you are a member (and you must pay a fee). Non-member status, for now, is just that; someone who has not completed the form and not paid \$50 or \$100. They do not have a right to vote, hold office, participate in our conventions, or become a delegate. The rep fee is language that is bargained (and currently we do not have that language in the contract); it is not unilaterally imposed on the bargaining unit. The rep fee indicates that you do not have to join the union but because you are entitled to all the rights and privileges of the bargaining agreement, you must pay something. That amount is established by us with approval from the IRS and Department of Labor. Every year when I am audited every penny we spend on direct representation of our members and the other money spent everywhere else is accounted for. The percentage of money spent on member representation and elsewhere is how we decide what to charge for the rep fee. We are not allowed to spend union dues on community fund raising events, political action, political candidates. We have to prove that all money we collect in dues goes towards all member representation.
- *Will the contract allow the right to grieve in a hostile work environment?* Yes, it will allow that and we have it on the table right now. We should have a tentative agreement soon. It is almost the same as the other campuses. Right now, you have a grievance procedure that does not rest in a neutral parties' forum, so that will be a major change. It's a good change because although it isn't as expensive as an outside attorney decision, it is expensive and encourages those involved to settle their grievances outside of court. The neutral parties are faculty members from elsewhere; some are attorneys by trade who are retired and who have worked on the State Dept of Labor, national Labor Relations Board or something along those lines. We have

not talked about bringing the Faculty Handbook or Policies and Procedures manual under the umbrella of the bargaining agreement.

- *What is the role of FS once the contract is in place?* I think the FS has a huge role. I don't ever want anyone to be able to look at me or our bargaining team and suggested that they diminished the role of FS. I think FS is a huge issue on university campuses across the US. Shared governance is a large event that is taking over campuses across the country. It should be involved in faculty selection and promotions, and I would hope that those who were not intricately involved in our bargaining team would say that the union didn't diminish the work of the FS.
- *The BoR always seem to be on this boundary with promotion and tenure. Is there detailed language in the contract about P&T; greater than in the Faculty Handbook?* We have greater language. Look at U of M's language; there are four pages. The language we have worked out for MSU is four pages; it might even be more on P&T and evaluations. It's huge, and huge for lots of reasons. When you looked at what collective bargaining is legally able to do, wages, hours and working conditions, they encompass a broad canvas. Let's face it; it's about what someone gets paid, employee discipline and, in the case of educational settings, tenure. Tenure is nothing more than a really long probationary period, in my opinion. If you are a state, county or government agency, you get either 6 months or 12 months and then you become permanent. Those things have to be addressed in collective bargaining units because the parties have to live with the outcomes.
- *Faculty Senate still addresses P&T issues on a micro-level; the union can't because you have a larger picture of issues to deal with. I would assume that level of detail isn't in those four pages and for all those changes we are putting into the Faculty Handbook now, are we wasting out time?* Bill Locke – I've been doing bargaining support and trying to translate the faculty handbook. Some things will get directly translated and then there's everything in between. There will be compromise. My suggestion was that any language that works in FS will be language we take to the bargaining committee. It isn't a wasted effort and preparation of the larger event, in many ways. There is a perception that the contract will be tight; it will replace a lot of unspoken rules that different units operate under as rigorous narrow rules. We have certainly talked about concepts, by written mutual agreements with the supervisor. We have general rules that may be appropriate for non-tenure track since they have no language at all. There will be flexible language within which the units may operate, and it may be changed.
- *Are there models for what details go into contracts? FS has had robust conversations about, for example, P&T. I've never heard it articulated very clearly. Which version is it that we are going towards? I think we should talk about that soon.* We have not fully discussed that part of the proposal.
- *What is the state law for striking?* The right to strike does exist. We were 16 hours away from one in Anaconda but, we averted it. The proposal on the table now, during the term of the contract, the union will not strike or slow down or support a strike. That is the language that typically is in the bargaining agreement. Until the contract expires, you are barred from those actions. I can promise you there is a tremendous amount of work and effort by the faculty, administration, representatives, attorneys and, should it ever occur, it will not come on a whim; it will come on months of work on my part, and the bargaining team and we will exercise enormous attempts to resolve issues out there. It isn't likely, but it does happen. Some constitutions have members vote before it happens.

The Faculty Senate meeting ended at 5:00 PM, as there was no further business.

Signature
Wes Lynch, Chair

Signature
Gale R. Gough, Secretary