

1-10-05

A SERIES OF ACTIONS IN BAD FAITH

Looking back over the actions of the College administration in the past two and one-half years, one is struck by the number of actions taken in bad faith. By actions in “bad faith,” I mean actions based on dishonesty – failure to keep one’s word; asserting the opposite of what one has previously said if it serves one’s purposes; abridging past agreements; undertaking actions that it admits are educationally unsound in order to subvert contractual agreements.

Setting salaries for new FT faculty

1. April and May, 2002: After the FT contract was ratified in March, 2002, including a Salary Schedule, the administration refused to commit to writing the method to be used for placing new FT faculty onto the Salary Schedule. This led to continued negotiations during the summer of 2002.
2. August – September, 2002: According to the contract language agreed to, the Federation is to receive an “explanation” for the salary of each new FT faculty member so that it can check to see that each person’s salary accurately reflects his/her prior experience and degrees. However, the administration would not agree that the Federation could take such cases to arbitration for a ruling of a neutral third party. After a number of faculty suspended work on their Middle States Committees, the administration agreed to a method by which the Federation could check salaries of new FT faculty and take these disputes to arbitration if necessary, and the FT Faculty contract was ratified again (October 1, 2002).
3. September, 2002 – January 4, 2005: The administration has failed to give the Federation an explanation of the salary of each new FT faculty member so that the Federation can be certain that the person’s experience and degrees are being given the proper credit for placement on the salary schedule. The administration refused repeated requests for meetings with administration representatives to work out procedures for assessing the experience of new FT faculty. The Federation’s right to an explanation is now being heard before an arbitrator.
4. January 4, 2005: Under the pressure of an arbitration hearing, the administration agreed to give the Federation an explanation of how the salary for each new FT faculty member is set. The administration also agreed to use the same formula for calculating the salary of FT faculty members (hired after the contract settlement in March, 2002) as was used for FT faculty members already in the FT unit at the time of contract ratification. Finally, the administration agreed to comply with College policy on the setting of Rank, stated in the “Gilmore memo” of 1996 and in the 2001-2006 FT contract, that a new FT faculty member with a Master’s Degree and three years of teaching experience is to be hired into Rank VI, Assistant Professor. The

arbitrator will issue a stipulated award, including these agreements. As a result of this development, salaries of some FT faculty members hired since 9/02 will be recalculated after a review of the faculty member's prior experience. The arbitrator is retaining jurisdiction in the event future disputes arise.

However, the administration insisted on taking the following positions which the Federation will contest in arbitration: (1) the policy that a new FT faculty member with a Master's degree and three years' teaching experience will be hired into Rank VI, Assistant Professor, does not apply to those FT faculty who have been reclassified from the PT/VL Unit into the FT Unit ("grandfathered"); and (2) the rule in the "Gilmore memo," now superseded by the 2001-2006 FT contract, that a new FT faculty member hired into Rank VI, Assistant Professor, with a Master's degree and three years' teaching experience, will have three years' experience subtracted in the subsequent calculation of his/her initial salary on the Salary Schedule. Neither of these administration positions was ever stated in the 2001-2006 negotiations. The Federation will vigorously contest both of these administration positions.

The Initial Salaries grievance

In this grievance, the Federation contended that salaries of over 150 FT faculty had not been set in compliance with the College's policy on the setting of salaries for new FT faculty.

1. In May, 2003, an arbitrator agreed with the Federation but limited the remedy to all FT faculty hired with incorrect initial salaries after February 15, 1996. In July, 2003, the administration asked the Federation for a detailed listing of amounts owed to each FT faculty member in the case.
2. In October, 2003, the Federation told the administration that the amount of back pay owed to these faculty totaled \$286,909 through 2003-2004, not including College payments for retirement benefits for these faculty.
3. In December, 2003, the administration informed the Federation that it believed it owed these faculty nothing, since the Federation had indemnified the College for placement of FT faculty on the Salary Schedule as part of the March, 2002, contract settlement. (Note: The violations of College policy in this case occurred long before the 2001-2002 negotiations and are unrelated to the placement of FT faculty on the Salary Schedule that was negotiated in 2001-2002.)
4. In October, 2004, the arbitrator declared that the administration's arguments were irrelevant and directed the administration to give back pay and retirement contributions by January 31, 2005.
5. December, 2004: The administration's attorney requested a delay due to the time needed in reviewing individual cases. The Federation strongly objected, noting that the administration had had the relevant information since October, 2003. On

December 22, 2004, the arbitrator granted the administration an extension of the deadlines "until February 15, 2005, and [ruled] that the other deadlines also be extended in a similar manner consistent with normal College pay periods."

FT/PT Ratio: the administration continually states that it will comply with the FT/PT Ratio but has no honest plan that will do so legitimately.

1. In March, 2004, the administration asked the Federation to forgive the FT/PT ratio deficit (at that time, it amounted to 54 sections) in return for no FT layoffs for the life of the 2001-2006 FT contract. The Federation said it would not forgive the 54 section FT/PT ratio deficit but would agree that the administration could make it up over several semesters if the administration would also award VL seniority units to those VL's who were not hired during semesters in which the Ratio was violated, agree to a penalty for future Ratio violations, and agree to no layoffs for the life of the FT contract. The administration rejected the Federation counterproposal and declined to discuss the matter further.
2. Beginning in April, 2004, the administration, casting about for ways to make it look as if it were trying to comply with the FT/PT Ratio, made a series of academically bad decisions.
 - a. Removing released time from faculty who had been working in the Teaching Center, Writing Across the Curriculum, working as Associate and Assistant Department Chairs in English (ESL; Developmental), and several others. This action was intended to put more FT faculty back into the classroom where they would be counted in the Ratio.
 - (1) Dr. Judith Gay, Vice President for Academic Affairs, had admitted in May, 2003, that it would not be educationally sound to remove released time from faculty performing this work.
 - (2) Yet, in October, 2004, Dr. Gay and CCP President Curtis attended an English Department meeting in which they chastised the English Department for not working hard enough and stated that, if the FT faculty in the Department performed their FT faculty roles properly, they could accomplish the work of the Assistant and Associate Chairs without the need for released time.
 - b. Requiring FT faculty to perform 6 hours per semester of unpaid Curriculum Advising so that it could be counted in the FT/PT Ratio.
 - (1) It is dishonest to pretend that FT faculty can be trained to do Curriculum Advising in two hours.
 - (2) Placing FT faculty in a position where they can hurt students is educationally and morally indefensible.

- (3) It is dishonest to state that requiring FT faculty to perform the 6 hours of Unpaid Advising will increase “faculty engagement” with students when one knows the conditions under which this Unpaid Advising will occur.
 - (4) It is dishonest to abrogate an agreement of many years while pretending that one has the right to do so. Unpaid Curriculum Advising has never been counted in the FT/PT Ratio. The administration knows that this unpaid Curriculum Advising has never been counted in the FT/PT Ratio, but a Federation officer has been informed that the administration is counting it anyway. This action is a violation of the procedures worked out since 1976 by which FT/PT Ratio compliance has been calculated.
 - (5) It is dishonest for the administration to tell CCP Board members, at a meeting of the Board’s Academic Affairs Committee on November 18, 2004, how well Curriculum Advising is being performed at the College. At the full Board meeting on December 4, 2004, one Board member who had been in attendance at the November 18, 2004, meeting stated that the College’s Curriculum Advising program “is a measure of the quality of the institution.”
 - (6) It is dishonest for the administration to tell CCP Board members how much money is being saved through use of Unpaid Curriculum Advising. The total spent for paid Curriculum Advising in 2003-2004 was approximately \$300,000 out of a total CCP Operating Budget of nearly \$100 million. The number of students seen by FT Faculty doing Unpaid Curriculum Advising is a fraction of the total, with minimal effect on the CCP Budget.
 - (7) It is dishonest for the administration to give CCP Board members an article, “Current Practices in Academic Advising,” by Wesley R. Habley (2000), which states that one current trend in Curriculum Advising is that “virtually all faculty are expected to advise as a result of their faculty status,” without also telling Board members that the FT Faculty contract states, “No faculty member may be required to serve as a Curriculum Advisor . . .” (Article XVIII. B.).
 - (8) It is educationally unsound for the administration to have negotiated, in 1998-1999, a well-thought out, functional system of paid Curriculum Advising, based on faculty volunteers who are accepted as advisors by the administration, and then to undermine it as part of a plan to subvert the true purpose of the FT/PT Ratio: hiring FT and VL faculty in sufficient numbers to maintain a 60% full-time presence in the classroom.
3. November, 2004: It is dishonest for the CCP administration to inform a Federation officer that, by counting the “sections” of Unpaid Curriculum Advising, it is now in compliance with the FT/PT Ratio.
 - a. The administration has told Department Heads that there will be fewer Visiting Lecturer positions in the Spring 2005 semester.

- b. Some FT Faculty Released Time is being restored, as a result of the administration's dishonesty, with the result being more PT positions. The administration is no doubt counting on the FT faculty to be grateful for the restoration of this Released Time.
4. December, 2004: It is dishonest, in light of their actions for the previous 2 ½ years, for the administration to propose Interest Based ("win-win") bargaining, which requires trust between the parties.
- a. What thought processes could the administration possibly be going through that would lead them to believe we would accept this proposal?
 - b. This is the same administration that did not include General Officers of the Federation on the College's most recent Strategic Planning Committee, an indication that the administration does not want the Federation's contributions to discussions about the future of the College. This is the first time that Federation General Officers have not been included on a Strategic Planning Committee since Judith Eaton convened the first Strategic Planning Committee in 1983.

-- by Karen Schermerhorn