

Six Grievances and Issues Resolved

**IN THIS
ISSUE:**

Grievances Resolved	1
Student Complaints	1
Safety	1
11 Month Contracts	2
E.C. Hours	2
Part-time Membership	2
Tenure Track Hires	2
S.C. Janus Decision	3

Over the last year and more, Local 1650 has worked hard to resolve many problems that arose under Dr. Jensen’s administration, ranging from simple clarification of already clear contract language to extremely serious safety matters, now addressed in the Safety Behavior Intervention Team (SBIT) Statement of Agreement.

While ten pressing and longstanding matters are yet to be resolved, the significant progress reflected in the Agreements below derive from the departure of an anti-faculty, anti-union, and obstructionist President. Thank you Trustees.

The progress is also due to a fair and open minded Interim President, John Satkowski, who recognizes the benefit of addressing issues with an intent to resolve them. His decisions are not made in a vacuum. His Cabinet and Human Resources are evidently embracing this change back to collegiality and mutual respect as well.

I am confident that incoming President Kavalhuna’s leadership will prove equally collegial, problem solving in nature – and respectful.

John

Safety Behavioral Intervention (SBIT)

This very much needed Statement of Agreement arose from a death threat against a 1650 member by a student, who was merely suspended for a few days. Despite the seriousness of the matter, it took months of meetings and negotiations to get the Administration to agree to the SBIT language that 1650 presented immediately following the threat. (See Attachment. Includes Student Complaint Agreement.)

Student Complaints

This Statement of Agreement addresses the Federation’s concern that student complaints regarding 1650 members being handled by other members of Local 1650, Faculty Chairs, which might put the Federation in the position of defending one member against another.

Under this Agreement, a Faculty Chair shall refer a student to the faculty member or Associate Dean. (See Attachment)

11 Month Contracts

This grievance arose from an administrative request to offer 11 month contracts to 1650 members at the College. Four such contracts were offered and accepted. The Administration then unilaterally terminated these four 11 Month contracts, violating clear contractual language prohibiting such.

The attached Statement of Agreement represents months of negotiations and provides for reinstatement of the four 1650 members to 11 month contracts if they so choose – and provides, as well, retroactive payment of lost compensation.

While the Agreement also affords the Administration the opportunity to offer 11 month assignments across the College, such is highly unlikely to materialize. (See Attachment)

28 Hour Annual Full-time E.C. Limit

This Statement of Agreement reflects the current 28 hours annual E.C. limit, which is scheduled to return to the traditional 24 hour E.C. limit over the life of the current contract.

Under this Agreement, the limit shall remain 28 hours – and the compensation for E.C. hours shall continue to increase, to very near the E.C. hourly rate in place prior to the HFC Budget Crisis Concessions. (See Attachment)

1650 Part-time Membership Threshold

This Statement of Agreement raises from nine (9) to ten (10) hours the number of contact hours adjunct faculty may teach without becoming 1650 members, but rather remaining in the Adjunct Faculty Organization.

It expands the opportunities of adjuncts to teach. Since the Administration permitted very few adjuncts to teach the former limit of 10 hours or more, few adjuncts will be negatively affected by the fact that 10 or more hours previously carried better pay.

Moreover, if the Administration gives an adjunct a load exceeding 10 hours in the future, that adjunct will receive full-time salary, benefits, and status for such period of time. (See Attachment)

Tenure Track Appointments

This grievance stemmed from the misguided practice of Dr. Pierner to hire virtually all full-time faculty on temporary full-time contracts rather than tenure track appointments.

The 1650 contract spells out exactly to whom Temporary Full-time Contracts can be offered. It is not an open-ended opportunity for the Administration. Nor did it offer any more latitude to the Administration than a tenure-track four year probationary period.

It did though present problems for “temporary” full-time faculty seeking mortgages and other loans. Nevertheless, even this became another difficult issue to resolve given the Jensen presidency and its toxic residue. (See Attachment)

John McDonald

Janus Case

The Republican appointed majority of the U.S. Supreme Court has ruled in the Janus v AFSME case – in favor of Mr. Janus. This decision applies “Right to Work for Less” to all public employees across the US and overturned a precedent case, Abood v Detroit Board of Education, of 40 some years standing.

As you will recall, the Republican Michigan Legislature and Governor passed such legislation in Michigan some years ago. It applied to all public employee unions in Michigan, except Police and Firefighter unions, which are now included under Janus decision.

The Supreme Court decision was the product of repeated efforts, bankrolled by the super wealthy, far right, Koch family and other such ideologues, or should I say oligarchs.

The Michigan law and Janus decision compel unions to bargain for and represent those who do not choose to pay Union dues or simply non-political service fees.

AFT-Michigan has had great success in retaining its members under the Michigan law. Local 1650 leads in this effort – with 100% dues paying membership.

Our faculty have long known that absent a strong union representing them and without 1650's strong relationships throughout the community, Administrations, such as that of Dr. Jensen, could pick members off one by one.

In solidarity among our faculty and with the Labor Movement; with the legislative, legal, bargaining resources of the AFT and AFL-CIO; and with community activism, there is strength. That strength to protect our profession and our livelihoods is precisely the target that the far right fears and is using State government and the federal government to destroy.

Elections have consequences. We are in the midst of the consequences of the 2016 federal election as we have been with respect to State elections for some time.

All public employees – and all citizens – should recall apply the painful lessons of 2016 when they VOTE in the November 2018 mid-term election and the 2020 federal election.

The recent resolution of several important faculty matters, codified in Local 1650 Statements of Agreement with Mr. Satkowski, was long overdue and had been vehemently resisted by Dr. Jensen and reflected the ideology he embraced.

This is what Local 1650 – and unions throughout the country are – all about: our members' welfare, our students' success, community service, social justice, democratic principles, and a strong labor movement which can protect our country from becoming a right wing, oligarchic “banana republic.”

John McDonald