

IECC Counter-Proposal to IECCEA's October 25, 2024 Proposal

***2023-2024 Successor Contract
IECC Board of Trustees and IECCEA***

IECC Counter-Proposals to IECCEA'S October 25, 2024 Proposal
Presented to November 5, 2024

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Section 9.12 Synchronous Instruction

(a) Synchronous Instruction Definition: Synchronous instruction refers to real-time instruction where faculty and some students interact simultaneously through an online platform. This includes video conferencing or other digital tools, replicating a live classroom experience. Some students in synchronous instruction may receive face-to-face instruction if they are attending from the course's "sending" location.

(b) Compensation and Teaching Load. Compensation for faculty members who are assigned synchronous courses will be included in the faculty member's base salary (as described in 9.9.1 of this Agreement) and will not be subject to additional pay beyond the normal teaching load, unless such courses exceed the contractual teaching load established in Section 9.1 of this Agreement. Courses assigned synchronously format will count toward a faculty member's normal teaching load on an equated load hour basis. There will be no distinction between synchronous or traditional in-person courses in calculating teaching load.

(c) Class Size. Enrollment in synchronous classes will be capped at twenty-four (24) students. Additional students may only be added with faculty approval.

(d) Training. Faculty assigned to synchronous courses must complete Board-designated training in the use of the College's LMS and online pedagogical practices. Such training will be considered an extension of teaching the synchronous course.

(e) Visual Images and Words. The Board will not record a faculty member's image or words during any synchronous course for use during future synchronous coursework.

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RATIONALE:

Significant portions of the Association's October 25, 2024 proposal are non-mandatory (permissive) subjects of bargaining over which IECC has no legal obligation to bargain, and which will constitute bad faith if the Association pursues those issues to impasse. Among other things:

- Insisting on modifying and/or adding job descriptions to a contract constitute permissive subjects of bargaining. See *Lake Cnty. Sch. Dist.*, 23 FPER ¶ 28,023 (Fla. PERC General Counsel, December 11, 1996) ("job descriptions fall within the category of 'organization and operation'" over which an employer is not required to bargain); *Crawford Cent. Sch. Dist.*, 39 PPER ¶ 36 (Pa. LRB ALJ 2008) (affirming right of district to change job description without bargaining, and collecting cases in support of inherent managerial right of employer to reclassify job, assign work to employees and make other changes related to job descriptions); *City of Marion*, 81 PERB 1913 (Iowa PERB 1981) (proposal requiring employer to create job descriptions for all classifications was a permissive subject of bargaining).
- Insisting (as part of the job description) on the identity of the bargaining unit employee's supervisor is a permissive subject of bargaining. IECC has the non-negotiable management right to designate the supervisor of its choice to oversee bargaining unit personnel. See *Kono-TV-Mission Telecasting Corp.*, 163 N.L.R.B. 1005, 1008 (1967) ("the size and composition of an employer's supervisory staff . . . must be regarded as falling within the area of management prerogative").
- Insisting that bargaining unit personnel be allowed to perform purely supervisory duties (e.g., hiring, assigning work, directing work, disciplining work, etc.) is a permissive subject of bargaining. For example, the job description of the Clinical Coordinator of the Physical Therapy Assistant Program, the Clinical Coordinator of Radiography, Director of the Radiography Program, Lead Director of Small World, Athletic Director, and Nursing Dep't Head all include supervisory functions. IECC has the management right to reassign those supervisory functions from bargaining unit to non-bargaining unit personnel. By extension, insisting on those duties remaining in the bargaining unit is a permissive subject of bargaining.
- Insisting that a historical mandatory job duty (e.g., distance learning) be rendered purely "voluntary" on the part of bargaining unit employees is a permissive subject of bargaining. See, e.g., *Vill. of Bensenville*, 14 PERI ¶ 2042 (IL

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SLRB 1998) (union proposal to excuse police officers from performing historically mandatory dispatch duties was a permissive subject of bargaining).

Other aspects of the Association's October 25, 2024, proposal constitute regressive bargaining proposals and/or new proposals in violation of the parties' ground rules, including:

- The provision requiring paid time for travel from primary work sites to off-campus locations conflicts with the parties' September 22, 2023, tentative agreement.
- Academic Freedom (IECC Policy 800.6), which does not solely relate to distance learning instruction models.

IECC also sees no need to include a contract provision that addresses hyflex teaching modalities, because IECC does not plan to utilize hyflex teaching models. IECC has informed the Association about this fact. IECC also sees no need to address property rights, which is already addressed in the parties' collective bargaining agreement.

IECC also does not see the need for the Association's 45-page contract provision when synchronous learning has consistently comprised less than 2% of the total number of courses taught per semester.

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