

## Interest Arbitration

Board of Trustees of  
Community-Technical Colleges

Distance Learning Reopener

and

Federation of Technical  
College Teachers, L-1942

Award: January 28, 2008

Arbitrator: Roberta Golick, Esq.

Hearing: June 1, 2007

Appearances: For the Board  
Richard Voigt, Esq.  
McCarter & English, LLP

For the Federation  
Eric W. Chester, Esq.  
Ferguson & Doyle, P.C.

### Introduction

The current collective bargaining agreement between the parties is for the term July 1, 2005 through June 30, 2007.<sup>1</sup> The matter of “protocols for distance learning” has been percolating for several years. In a prior collective bargaining agreement, the parties agreed that the issue would be reopened for negotiation and arbitration in September 2002, with the caveat that any agreement or award resulting from the process would not be implemented in a manner that entailed additional cost to a then-existing collective

---

<sup>1</sup> At present, the parties are engaged in Interest Arbitration over the terms of a successor agreement.

bargaining agreement.<sup>2</sup> During their negotiations for the current contract (2005-2007), the AFT and the Board agreed (in Appendix EE) to “continue to negotiate concerning parameters for Distance Learning...as contemplated by the 2002-2005 Coalition collective bargaining agreement.” In this current contract, however, the parties further agreed that the negotiations “shall not be limited by the ‘no-cost’ proviso contained in the Coalition Agreement.” The parties agreed to make every effort to commence reopener negotiations in December 2005.

Though the parties apparently disagree in their respective characterizations of the negotiations that preceded this interest arbitration, there is no dispute that in mid-December 2006, the parties jointly enlisted my services, pursuant to Connecticut General Statute Section 5-276a et. seq., to serve as Interest Arbitrator in connection with the distance learning reopener. Scheduling difficulties led, ultimately, to a hearing date on June 1, 2007.

On June 1, the parties presented testimony and evidence. At the time, there were numerous unresolved issues under the Distance Learning heading, including the definition of the term “Distance Learning,” bargaining unit placement, class size, evaluation/observations, ownership, compensation, etc. At the June 1 hearing, the Federation submitted demands on two issues that it had not raised earlier: a stipend to offset the cost of Internet access away from the place of employment; and a commitment

---

<sup>2</sup> At the time, the AFT, the 4C’s and AFSCME, which collectively represent faculty and professional staff at Connecticut’s Community-Technical Colleges, bargained as a Coalition. The Coalition has since dissolved.

from the Board that faculty members who teach or develop distance learning courses be issued the requisite hardware and software.

Following an off-the-record discussion at the close of the June 1 hearing, the parties agreed to meet for further negotiation/discussions to try to narrow the issues in dispute.

The parties were largely successful in this endeavor, resolving all but six issues. One of the six issues involves the scope of the reopener, a disagreement that came to light in the parties' post-hearing negotiations. The other five issues involve various elements of compensation. The parties summarized the questions as follows:

1. Scope of Reopener

The scope of this reopener includes fully online credit instruction. Shall it also include fully online non-credit instruction?

2. Compensation for Development and Instruction of Distance Learning Courses

A. Shall a teaching faculty member be given additional workload credit for *developing* a distance learning course?

B. Shall a teaching faculty member be given additional workload credit for *teaching* a distance learning course the *first time* he/she teaches the course?

C. Shall a teaching faculty member be given additional workload credit *each time* he/she teaches a particular distance learning course after the first time teaching that course?

D. Shall a teaching faculty member be given a stipend to offset the cost of Internet access away from the college?

E. Shall colleges be obligated to provide to teaching faculty members who develop or teach distance learning courses hardware and software beyond that which is already available for this purpose?

The parties submitted their Last Best Offers (LBO's) on these questions and filed briefs and reply briefs in due course. The matter is now ripe for decision.

The Statute

This matter is governed by Connecticut General Statutes Section 5-276a, which provides, in relevant part:

...

(e)(4) ...[T]he arbitrator shall select the more reasonable last best offer proposal on each of the disputed issues based on the factors in subdivision (5) of the subsection. The arbitrator (A) shall give a decision as to each disputed issue considered, (B) shall state with particularity the basis for such decision as to each disputed issue and the manner in which the factors enumerated in subdivision (5) of this subsection were considered in arriving at such a decision, (C) shall confine the award to issues submitted and shall not make observations or declarations of opinions which are not directly central in reaching a determination, and (D) shall not affect the right accorded to either party by law or by collective bargaining agreement nor in any manner, either by drawing inferences or otherwise, modify, add to, subtract from or alter such provisions of law or agreement...

(e)(5) The factors to be considered by the arbitrator in arriving at a decision are: the history of negotiations between the parties including those leading to the instant proceeding; the existing conditions of employment of similar groups of employees; the wages, fringe benefits and other working conditions prevailing in the labor market; the overall compensation paid to employees involved in the arbitration proceeding, including direct wages, compensation, overtime and premium pay, vacations, holidays and other leave, insurance, pension, medical and hospitalization benefits, food and apparel furnished and all other benefits received by such employees; the ability of the employer to pay; changes in the cost of living; and the interest and welfare of the employees.

Issue #1      Scope of Reopener

The question is:

The scope of this reopener includes fully online credit instruction.  
Shall it also include fully online non-credit instruction?

As a preliminary matter, the parties agree that:

This reopener deals with the delivery of courses via fully-online instruction, which typically takes place in an asynchronous learning environment and involves faculty-student and student-student interaction in the online environment.

The parties disagree over whether the reopener is limited to online *credit* courses or whether the reopener includes all courses, both *credit and non-credit*.

The Federation's LBO is:

**This reopener should not be limited to credit instruction. Rather, it should be inclusive of all courses, both non-credit and credit courses.**

The Board's LBO is:

**The reopener should be limited to credit instruction. The parties disagree concerning whether the Union represents faculty members who teach non-credit courses. The Distance Learning reopener is not an appropriate forum for the resolution of this disagreement.**

The Parties' Arguments

The Board argues in its post-hearing brief:

Although this issue appears to be on the list to be decided in this case, it is an inappropriate matter to place before an Interest Arbitrator dealing with a contract reopener...In essence, this issue calls upon an Interest Arbitrator to perform a function that is closer to that performed by a Grievance Arbitrator.

The Federation argues in its post-hearing brief:

[T]he Board of Trustees asserts that this reopener is not the appropriate forum for the resolution of this disagreement. The Federation agrees.

Despite both parties' declarations that their disagreement over the scope of the reopener should not be decided by an Interest Arbitrator, the parties proceeded to defend their LBO's and to place the issue squarely in front of me.

In furtherance of its LBO, the Federation points out that there may be full-time faculty members who are or who may be assigned to teach non-credit courses. There is nothing in the reopener language or in the agreed-upon definition of Distance Learning to carve out non-credit courses from the scope of this arbitration award, it asserts. The Federation also points out that the Federation and the Board of Trustees are parties to a collective bargaining agreement covering Level 1 Part-Time Employees, many of whom are or may be assigned to teach non-credit online courses. "Based upon the fact that there is no evidence to support the position that faculty members who teach non-credit courses are not represented by the Federation," the argument concludes, "the arbitrator should properly award the Federation's last best offer on Issue 1."

The Board points out that the reopener language does not state that it would apply to non-credit courses; that prior to the arbitration hearing on June 1, there had been no negotiations relating to non-credit instruction; that non-credit instruction was not addressed at the June 1 arbitration hearing, nor was testimony or other evidence on that issue presented to the arbitrator; and that the first time the Board became aware of the Federation's wish to address non-credit instruction was at the negotiations that occurred after the arbitration hearing. The Board also points out that there are different variables

that apply to credit and non-credit instruction; and that the protocols negotiated by the companion 4C's Union do not apply to non-credit instruction.

### Discussion

It is difficult to know what to do when the parties agree that the question of the intended scope of the reopener is a matter that should be outside the purview of the interest arbitrator and yet each proffers arguments as to why its position on the issue should be awarded. This brings up an overarching concern that hovers above the entire case, which is that the record closed for the presentation of evidence and testimony before much of the significant discussion between the parties occurred. The parties are commended for their accomplishments in their post-hearing negotiations, but what it means for me on an issue like this is that I am working with a blank slate. I have no evidence (or independent judicial knowledge) of what a non-credit course in the Community-Technical College system is; I have no information as to whether non-credit courses are similar to credit courses and how they relate to faculty workload. It is not clear from the parties' briefs who actually teaches non-credit courses. Had the parties' disagreement about the scope of the reopener come to light prior to the arbitration hearing, I would have been better positioned to answer the question posed.

Two observations are warranted, however, based on the evidence and argument before me. First, to the extent there is a dispute about what the contract means, the language to be interpreted is the language of Appendix Z and/or Appendix EE, where the agreements to reopen on "protocols for distance learning" and "parameters for Distance Learning"

reside. The question is whether the reopener language in the 2005-2007 contract can be read to invite negotiation about both credit and non-credit courses. The issue is *not* whether the word “courses” in the parties’ post-hearing partial agreement on the very issue of scope (“This reopener deals with the delivery of courses via fully online instruction...”) must be construed to include both credit and non-credit courses because the parties made that agreement with express acknowledgment that they already disagreed about whether non-credit courses should be (or could be) addressed as part of the reopener.<sup>3</sup>

Second, the contract under which my authority as interest arbitrator derives is the 2005-2007 aqua collective bargaining agreement, for that is where the reopener language appears. Accordingly, basic as it sounds, it must be said that this award applies to bargaining unit members who are covered by this agreement. To the extent the parties may harbor different views about whether a) this contract covers faculty who teach non-credit courses; b) the reopener language in this contract is broad enough to permit negotiation on behalf of AFT faculty covered by a different collective bargaining agreement (i.e. the red 2005-2007 contract for Level 1 Part-Time Employees), and/or c) any interest award issued pursuant to this contract reopener must also extend to AFT unit members covered by a different collective bargaining agreement, those disagreements must be left to another forum for resolution.

---

<sup>3</sup> It is also not clear whether the parties actually did negotiate about whether the reopener should cover both credit and non-credit instruction, or whether, when the issue surfaced in post-hearing discussion, the identification of the disagreement was the extent of the matter discussed.



It is impossible, therefore, to select an LBO on the question posed if to do so is regarded as tantamount to an interpretation of the contract language or a bargaining unit determination. The statutory criteria guiding this interest arbitration process cannot be applied in any meaningful way to the dispute over scope. What I can say, though, is that inasmuch as the interest arbitration record before me is limited to evidence about credit courses taught by faculty covered by the 2005-2007 *aqua* collective bargaining agreement, my award that follows is **limited to credit instruction**. Should the Federation prevail in another forum on the unresolved scope questions, the “remedy,” it would seem, would be to reopen the reopener for negotiation on the subject of non-credit courses.

Update: January 28, 2008

After discussion, the parties have resolved this issue as it applies to this case, and no formal ruling on the initial LBO's is necessary.

Issue #2      Compensation

- A.            Shall a teaching faculty member be given additional workload credit for developing a distance learning course?

The Federation's LBO is:

**For the purpose of computing faculty workload, the development of a Distance Learning course will be weighted at 166% for every contact hour. (For example, 3 contact hours equates to 5 contact hours.) Additional Responsibilities may be used in part or in whole.**

The Board's LBO is:

**No change in contract language is required. In the discretion of the Academic Dean, credit toward additional responsibilities, in increments of one hour per week to nine hours per week, may be given for developing a distance learning course.**

The Parties' Arguments

According to the Federation, the record establishes both that it takes additional time and effort to develop a distance learning course and that the amount of time and effort it takes to develop such a course can be quantified at 166% of the contact/credit hours associated with the course. Thus, the development of a three contact/credit hour course should be afforded a workload credit of 5 contact/credit hours. The Federation points out that under its proposal, a faculty member tasked with developing a new distance learning course could theoretically use five of the six annual Additional Responsibilities (AR) contact/credit hours to that end, and still teach a full course-load of four on-ground courses per semester as well as devote one contact/credit hour towards other Additional Responsibilities over the course of the year. Under such an arrangement, the Federation continues, the Board does not incur any additional costs. Moreover, even if there are

some costs incurred by the Board in having distance learning courses developed, those costs will diminish as fewer courses need to be developed over time.

The Board acknowledges that the development of an online course may involve an additional effort that needs to be taken into account in calculating the faculty member's workload. The Board disagrees, however, that a fixed premium attaching to each online course is appropriate. The Board's LBO allows for flexibility, it argues, which is necessary in the evolving world of distance learning. Not all courses are equally difficult or time-consuming to develop; the contract's Additional Responsibilities language contemplates the use of AR for the development of courses; and the amount of time allotted to Additional Responsibilities (calculated at 9 hours per week) is more than adequate to accommodate the Federation's representations regarding the difficulties of developing an online course.

### Discussion

Among the enumerated factors to be considered in arriving at a decision on this issue, the history of negotiations between the parties, the overall compensation paid to employees involved in this proceeding, the interest and welfare of the employees, and to some extent the ability of the employer to pay are most relevant. The record consists of very helpful testimony about what is involved (in time and effort as well as intellectual and technological challenge) in developing an online course, the already existing contract language regarding Additional Responsibilities and workload in general, and a costing spreadsheet showing the potential additional cost to the merged colleges (broken down

into costs assignable to the AFT and costs assignable to the 4C's). I am of course constrained to select either the Federation's proposal on this issue or the Board's; the statute does not invite or permit arbitral compromise.

I find that the Board's position on this issue is the more reasonable LBO. The existing contract language on Additional Responsibilities is adequate to accommodate the Federation's recitation of the work and time commitment required to develop even the more complex courses described in testimony. In theory, a faculty member needing the equivalent of five contact/credit hours of time to develop a course could devote the bulk of an academic year's worth of AR responsibilities to the exercise under both the Board's and the Federation's LBO. Both proposals acknowledge the appropriateness of utilizing AR hours for the development of new course offerings. The chief difference between the proposals is that under the Federation's LBO, the five contact/credit hours of workload credit would be guaranteed while under the Board's LBO, the amount of workload credit would remain within the discretion of the Academic Dean.

The rigidity of the Federation's LBO is its weakness while the flexibility inherent in the Board's proposal provides its appeal. The record does support the finding that the development of an online course requires significant reserves of time, energy, vision, patience and creativity; that workload credit is appropriate for the development of the online course; and that what is appropriate in any given instance will depend on numerous considerations, including the faculty member's experience and expertise in the online environment, the complexities of the course; the goals of the individual faculty

member; etc. etc. The record does not support a finding that the ratio of workload credit to contact/credit hours should necessarily be 5 to 3 for the development of *every* online course, however.

The Board's LBO does, I recognize, leave Academic Deans free to exercise their discretion when assessing the amount of AR credit to grant in a given instance. What is involved in any single instance for any particular faculty member will call for responsible communication between the faculty member and the Academic Dean. While the record presented in this interest case amply demonstrated that the development of online courses requires significantly more time/effort than the development of an on-ground course, there is no claim that Academic Deans have, to now, been non-responsive to the needs of faculty members in the area of workload credit or unreasonable in their application of the existing contract. The contract does have protective language in Article VIII to ensure that the Dean carefully consider the merits of each application for AR. Perceived violations of the contract are subject to the grievance/arbitration procedure.

### **Award**

**I award the Board's LBO to maintain current contract language, noting the Board's express acknowledgment that in the discretion of the Academic Dean, credit toward additional responsibilities, in increments of one hour per week to nine hours per week, may be given for developing a distance learning course.**

- B. Shall a teaching faculty member be given additional workload credit for teaching a distance learning course the first time he/she teaches that course?

The Federation's LBO is:

**For the purpose of computing faculty workload, the first offering of a Distance Learning course will be weighted at 150% for each contact hour. (For example, 3 contact hours equates to 4.5.)**

The Board's LBO is:

**No change in contract language is required. In the discretion of the Academic Dean, credit toward additional responsibilities, in increments of one hour per week to nine hours per week, may be given for teaching a particular distance learning course for the first time.**

#### The Parties' Arguments

The Federation clarified its LBO by explaining in its reply brief that it intended the 150% ratio to be applied just once upon the first-time *offering* of a newly developed course. It explained, "The Federation's LBO does not...call for the same ratio to be applied to subsequent offerings if taught by different faculty members. In other words, like the Federation's LBO on new course development, this ratio would be applied one time for each newly offered distance-learning course. If another faculty member were assigned to teach that course, the ratio for subsequent offerings would apply as the course is, as one would expect, a subsequent offering."

The Federation's LBO on the first offering of a distance learning course is that it requires between 16 and 24 hours per week of work versus the 8 to 10 hours required for the first offering of an on-ground course. As attested to by Computer Science Professor Miah LaPierre at arbitration, the tasks associated with a first online offering include creating

the power point lectures, setting criteria for permission and availability to the course, setting the availability, due dates and grace periods for assignments, downloading and viewing assignments, monitoring emails, scheduling and monitoring chat sessions, etc. For this enormous expenditure of time, the Federation argues, a faculty member should be entitled to 150% workload credit for each contact hour.

The Board acknowledges that a faculty member teaching an online course for the first time will likely require the expenditure of more time than generally required for the first-time teaching of an on-ground course. In the Board's view, its LBO should be awarded because it continues the flexible approach towards online courses that the Board deems appropriate in this evolving area. The Board anticipates that Academic Deans will reasonably exercise their discretion to offer relief in the area of Additional Responsibilities commensurate with the time over and above that typically expected for the teaching of an on-ground course.

### Discussion

The Federation's and the Board's LBO's differ from each other in two key respects. One, the Federation's proposal does not permit the use of Additional Responsibilities for the workload credit sought for a first-time offering of an online course, whereas the Board's proposal uses AR credit to offset the increased demands. Two, the Federation's proposal to weight the first offering of a distance learning course at 150% for each contact hour applies solely to the first time the course is offered (and is thus a one-time

benefit for the first faculty member to teach the course<sup>4</sup> – presumably the faculty member who developed the course), whereas the Board’s proposal to grant AR credit for “first-time” teaching of a course would benefit each faculty member upon that member’s first time through a particular distance learning course.

For the same reasons that led me to award the Board’s LBO for the development of the online course, I find the Board’s LBO on the first time teaching of the online course reflects the more reasonable approach. In addition, the Board’s proposal affords AR credit opportunities for faculty members who newly teach an online course previously taught by others, acknowledging that the first time through an online course will likely present challenges whether the course was taught previously by others or not. Assuming that Academic Deans will diligently assess faculty members’ reports of the time expenditure expected in connection with the first-time teaching of an online course (and there is no evidence to suppose otherwise), the existing contract language is adequate to address the Federation’s concerns.

### **Award**

**I award the Board’s LBO to maintain current contract language, noting the Board’s express acknowledgment that in the discretion of the Academic Dean, credit toward additional responsibilities, in increments of one hour per week to nine hours per week, may be given for teaching a particular distance learning course for the first time.**

---

<sup>4</sup> The Federation’s LBO for “subsequent” teaching of a distance learning course would apply the first time a faculty member teaches an online course that has previously been taught by other faculty.



- C. Shall a teaching faculty member be given additional workload credit each time he/she teaches a particular distance learning course after the first time teaching that course?

The Federation's LBO is:

**For the purpose of computing faculty workload, subsequent offerings of distance learning courses shall be weighted at 133%. (For example, 3 contact hours equates to 4.)**

The Board's LBO is:

**No change from current contract. The contract does not provide additional workload credit for subsequent teaching (by the same instructor) of an online course.**

### The Parties' Arguments

The Federation contends that by any measure, it takes longer to deliver instruction for a distance learning course than it does to deliver instruction for an on-ground course.

Online courses must be updated and revised for content and dates each time they are taught. Significantly more time is expended in online individual dialogue with students as well as facilitating, monitoring and guiding online group discussions. Correcting essays and other student work requires time-consuming downloading and uploading of information. All this additional work translates into a ratio of one additional contact credit hour for a three contact/credit hour course.

The Board takes the position that a faculty member teaching an online course after the first time has no greater workload demands than the faculty member teaching an on-ground course. The Board opposes additional workload credit for the subsequent teaching efforts, contending that once a distance learning course is up and running and

has previously been taught by the faculty member, the additional work required some weeks to teach the course balances out over the course of the semester to be comparable to the on-ground course. With all the support and assistance available for distance learning faculty members, there is no justification for awarding additional workload credit once the faculty member has taught the course once.

### Discussion

On this issue, I find the Federation's LBO the more reasonable of the two because the record does indicate that the on-going teaching of a distance learning course still requires significant day-to-day and week-to-week demands on a faculty member's time over and above what can normally be expected in the teaching of an on-ground course. While this situation may change as the world of on-line instruction evolves in the years to come, the Board's LBO does not acknowledge the additional burdens that are evident *today*. The distance learning instructor is, in a sense, never free from the classroom, albeit not physically present. Students can be advised that the instructor is "not available" on weekends, but the ease of e-mail and the growing comfort in technological communication allow for a type of individual student/faculty relationship that simply does not occur in the on-ground setting. Federation witnesses estimated that the weekly course instruction, interaction through chats and email and the periodic exams and grading responsibilities take approximately twice the time required to teach a traditional on-ground course. Even if that disparity can be narrowed with technological advancements and the utilization of resources available for faculty assistance, the evidence supports a finding that the distance learning workload for faculty is heavier than

that associated with traditional teaching. Ironically, the boundaries between student and instructor are more permeable in the distance learning setting – where the two barely come face to face – than they are in the classroom where the student and instructor may speak directly to one another. While there are costs associated with the Federation’s LBO, schedules can be constructed in a manner similar to that in lab courses, where faculty workload is heavier in one semester and lighter in another. The overall compensation and benefits received by bargaining unit members, the interest and welfare of the employees, and the ability of the employer to pay were all considered in rendering this award.

Awarding the Federation’s LBO on this point and the Board’s on issue #2(B) above, however, leads to a potential anomaly. The Federation’s LBO on issue #2(C) is worded so as to provide extra workload credit for the “subsequent” offerings of distance learning courses; the Federation addressed the “first offering” of a distance learning course in issue #2(B). A strict application of this award, therefore, will provide 133% weight for online courses *after* the first offering, as well as for faculty members who, for the first time, teach online courses that have previously been *taught by others*. Faculty members teaching a newly developed course for the first time, though, will be governed by the ruling in issue #2(B), which does not include a workload weight credit other than that granted by the Academic Dean against AR responsibilities. This result is counter-intuitive, given that the first offering of a newly developed course would, if anything, require a greater expenditure of time (adjusting and correcting technological issues, if nothing else) than that required for subsequent offerings.

Because of the statutory constraints upon my authority, I have no power to remedy this potential anomaly. In any event, the parties will be better positioned to consider reasonable options as they gain experience administering and participating in the distance learning program, and as the technology of distance learning evolves in the coming years.

**Award**

**I award the Federation's LBO, which is that for the purpose of computing faculty workload, subsequent offerings of Distance Learning courses shall be weighted at 133%.**

- D. Shall a teaching faculty member be given a stipend to offset the cost of Internet access away from the college?

The Federation's LBO is:

**Faculty members who teach or develop Distance Learning courses will receive a stipend of \$150 per semester to offset the cost of Internet access away from their place of employment.**

The Board's LBO is:

**Current contract language. (No stipend for Internet access shall be provided.)**

#### The Parties' Arguments

The Federation maintains that it is "unrealistic" to expect that faculty members who develop and teach online courses do so exclusively from their campus offices. Much of the work, the Federation asserts, takes place at odd hours away from campus. Online chats, posts, discussions, and individual communications with students occur at times when the faculty member is outside his or her office. Accordingly, the cost of performing services away from the school should be borne, in part, by the Board.

The Board argues that its LBO must be awarded because the Federation did not introduce any evidence at the arbitration hearing relating to this issue. Moreover, the first time this issue emerged was at the arbitration hearing, too late, the Board argues, to be included among the Federation's proposals.<sup>5</sup> In any event, the Board points out that faculty members are provided offices with computers on campus, and there is no requirement that faculty members work from home. There is no compelling reason for the Board to

---

<sup>5</sup> The Board reserved the right to challenge the Federation's inclusion of this issue in the items presented.

provide an Internet stipend, particularly because most Internet connections are billed on a monthly basis for unlimited use, and faculty presumably are connected at home for numerous purposes unrelated to their professional responsibilities.

### Discussion

While it is true that this issue surfaced for the first time at the arbitration hearing, the parties did have an opportunity (and presumably took advantage of it) to negotiate over the matter following the hearing. As discussed earlier, the reopener negotiations followed a somewhat unconventional course in that the parties entered into fruitful discussions after the hearing and before presenting their final offers. The parties' success in resolving many of the outstanding disagreements that had loomed at the arbitration hearing is a testament to their diligent efforts, and though the record evidence on this issue does not include negotiations history (because negotiations on this point occurred after the hearing ended), the Federation is not foreclosed from pressing its LBO.

I find the Board's LBO the more reasonable position, however. It is of course undeniable that the nature of the distance learning course is such that much of the day-to-day work for the course occurs at home, away from campus. Faculty members may differ on the degree to which they allow their distance learning responsibilities to interfere with their personal lives, but there can be little dispute that faculty members who develop and/or teach online courses must maintain access to the Internet from their homes. Nonetheless, in this age of technology, it is fair to assume that faculty members all maintain Internet access from their homes *irrespective* of their commitment to the distance learning

concept and for uses *unrelated* to their distance learning duties. There is no record evidence that the Internet stipend would be anything more than a monetary reward for taking on a distance learning responsibility. The statutory factors dealing with the overall compensation paid to employees covered by this collective bargaining agreement and the benefits associated with items #2(A), (B), and (C) above contribute to my selection of the Board's LBO on this point.

**Award**

**I award the Board's LBO on this issue. Current contract language. No stipend for Internet access shall be provided.**

- E. Shall colleges be obligated to provide to teaching faculty members who develop or reach distance learning courses hardware and software beyond that which is already available for this purpose?

The Federation's LBO is:

**Faculty members who teach or develop Distance Learning courses shall be issued the requisite hardware and software. (The current availability of on-campus personal computers is insufficient to afford faculty members the access needed to fully teach and/or develop Distance Learning courses. Portable laptop computers with the requisite software are needed to adequately develop and teach Distance Learning courses.)**

The Board's LBO is:

**Current contract language. (No contractual requirement to provide hardware and software beyond that which is already available.)**

#### The Parties' Arguments

The Federation's arguments on this issue are the same as those for the Internet stipend in issue #2(D) above. The vast array of responsibilities attendant to the development and/or teaching of distance learning courses can best be fulfilled if faculty members have the freedom to carry their online work with them from campus to their homes. The current situation (in which some portable computers are available for this purpose) is not adequate.

The Board argues (as it did in connection with issue #2(D) above) that the failure of the Federation to raise this issue prior to the arbitration hearing forecloses the possibility of an award in the Federation's favor. In addition, the Board contends that the Federation failed to introduce any evidence on this issue and failed to demonstrate that the existing arrangement is inadequate.



### Discussion

The reasons that supported my findings in issue #2(D) above govern my rationale for awarding the Board's LBO on this point. It is fair to assume (in the absence of any evidence to the contrary) that every faculty member has access to a computer away from campus. The record indicates, in any event, that there are *some* laptops available for use by faculty engaged in distance learning. There is no showing that any faculty member has been hampered by the status quo, though as the world of distance learning expands, it is in the Board's interest to keep apace with the hardware and software needs of the faculty.

### Award

**I award the Board's LBO on this issue. No contractual requirement to provide hardware and software beyond that which is already available.**

## Summary of Rulings

1. **Inasmuch as the interest arbitration record is limited to evidence about credit courses taught by faculty covered by the 2005-2007 *aqua* collective bargaining agreement, my award that follows is limited to credit instruction. The parties have resolved Issue #1 in this matter, and no LBO needs to be selected.**
  
2. **A.**  
**I award the Board's LBO to maintain current contract language, noting the Board's express acknowledgment that in the discretion of the Academic Dean, credit toward additional responsibilities, in increments of one hour per week to nine hours per week, may be given for developing a distance learning course.**
  
- B.**  
**I award the Board's LBO to maintain current contract language, noting the Board's express acknowledgment that in the discretion of the Academic Dean, credit toward additional responsibilities, in increments of one hour per week to nine hours per week, may be given for teaching a particular distance learning course for the first time.**
  
- C.**  
**I award the Federation's LBO, which is that for the purpose of computing faculty workload, subsequent offerings of Distance Learning courses shall be weighted at 133%.**
  
- D.**  
**I award the Board's LBO on this issue. Current contract language. No stipend for Internet access shall be provided.**
  
- E.**  
**I award the Board's LBO on this issue. Current contract language. No contractual requirement to provide hardware and software beyond that which is already available.**

**Date: January 28, 2008**

  
**Roberta Golick, Esq.**  
**Arbitrator**