

FAN

Faculty Association Newsletter

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MONROE COMMUNITY COLLEGE

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<http://www.monroecc.edu/go/FA>

President's Corner

Charlie Clarke, FA President



Salary Equity

The spring semester is over and many teaching faculty are completing their non-instructional tasks for the year, some continue to teach their 12 month cycle, and some are already teaching summer classes. In contrast, many professional staff members are surging into one of the busiest times of the year. The FA enters a quieter time in which the office will not be routinely open during the summer, but Marlene and I will be consistently available by phone. Anyone with questions or concerns should feel free to call us.

Many of you have inquired as to your eligibility for salary equity adjustments for next year. The Faculty Association and the College has audited the salary numbers and the table ("Salary Equity Criteria for 2005-2006" on page 2) represents the salary equity adjustment criteria for next year's salaries. You should keep in mind that salary equity adjustments are made prior to the application of contractual increases. For example, if you are a 12 month Associate Professor completing your 14th year, and your salary is under \$68,359, your salary is adjusted to that number and then you receive a salary increase of \$2,100.

Non-ranked professional staff members, if eligible, receive equity adjustments based solely on the number of years completed. You should keep in mind that salary equity adjustments can be limited by the maximum salary for your title. For example, a Coordinator II, making \$50,000 who has completed 14 years would be adjusted to a maximum salary of \$61,800. In contrast, a Coordinator I making \$50,000 who has completed 14 years would be adjusted up to \$68,359 and then receive their \$2,100 salary increase, for a total of \$70,459.

Those receiving salary equity adjustments will be formally notified after the June 27th Board of Trustees meeting. Congratulations to all those who are receiving well deserved increases.

Professional Staff and Flex Time

On another note, we have recently achieved consensus with management on the recording of time worked beyond the normal workday-workweek. You'll find examples of the forms (on pages 5-6) that will now be used

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Charlie Clarke, President; **Taine Vinci**, Vice President; **Scott Vrooman**, Secretary; **Chris Otero-Piersante**, Treasurer; **Michael Goho**, Teaching Director; **Tim Tatakis**, Teaching Director; **Randy Rezabek**, Professional Staff Director; **Paul Wheeler**, Professional Staff Director; **Bethany Gizzi**, Membership Chair; **Patricia Dano**, Adjunct Chair; **Angel Andreu**, Grievance Chair; **Joe McCauley**, Contract Chair; **Ellen Mancuso**, Legislative Chair; **Lauren Pivnick**, Benefits Chair; **Jeanne Hinkelman**, Institutional Chair; **Kathy Baxter**, Damon Campus and Site Extension Director

President's Corner...*(Continued from page 1)*

to record extra time that you are required to work and, if necessary, monetarily compensate you for such time. You should keep in mind that under normal circumstances, all efforts will be made by your managers to schedule flex time. If you are not able to schedule flex time off within 20 working days, you must be paid. You should not worry whether or not funds are available for such monetary compensation. This is an obligation that is no different than negotiated wages and benefits.

The College has indicated that all of senior management has agreed to the use of these forms

(on pages 5-6). No one should be uncomfortable requesting the use of these forms, when they are asked to work beyond their normal workday–workweek. If you have any problems with utilizing the forms, you should report it to the FA immediately. We can not monitor the success of this agreement any other way.

I wish all members a healthy and peaceful summer.

Salary Equity Criteria for 2005-2006

If you are an	Completing Year	Salary Adjusted to if less than 10 months	Salary Adjusted to if less than 12 month
Instructor	5	\$38,473	\$42,200
Assistant	5	\$40,585	\$44,626
	9	\$46,264	\$50,472
Associate	5	\$40,585	\$44,626
	9	\$46,264	\$50,472
	14	\$57,580	\$68,359
Professor	9	\$46,264	\$50,472
	14	\$57,580	\$68,359
	19	\$75,513	\$81,318
	24	\$77,845	\$83,334
	29	\$80,176	\$85,350

What is a Grievance?

Angel Andreu, Grievance Chair, FA

A grievance begins when a person represented by the Faculty Association feels that there has been a violation:

1. Of the contract
2. Past practice
 - a. Policy
 - b. Rule
3. Federal and state laws

1. Violation of the Contract

At first blush this seems to be a “no-brainer” of a grievance. The contract states “X” and “X” does not occur. In some cases that is what happens. For instance, someone is hired as a Technical Assistant at a starting salary that is below the minimum. This is an easy case. A harder one would be when the grievance involves interpreting the contract or its intent. This latter case is an example of the current state of affairs in which the FA is scheduled for an arbitration hearing on the issue of salary equity on behalf of three members of the professional staff. Just as people debate the meaning and interpretation of the U.S. Constitution, the FA and Management periodically debate the meaning, intent, and interpretation of our contract.

2. Past Practice

A grievance is not limited to a breach of the contract. If the institution has, over time, allowed a practice then violates that practice; we may file a grievance. Along these lines are also policies and rules. Management has the right to establish and promulgate policy and rules that regulate the workplace (so long as it does not violate terms and agreements in the contract). Once a policy or rule has been put into effect, it becomes part of the workplace. However, failure to enforce policy or a rule consistently, or enforcing it in a discriminatory manner, is grievable. Currently, we’re involved in a grievance in which a rule that was not promulgated or shared with the FA was inconsistently applied. This resulted in harm to several of our members. Whether this will be resolved to our mutual satisfaction, or at arbitration, remains to be seen.

3. Federal and State Laws

There are aspects of the workplace that, while no mention of specifics are in the contract, are subject to federal and state laws. For example, the Occupational Safety and Health Act (OSHA) make it the responsibility of the institution to provide a safe and healthy environment. If the FA finds that the workplace is not safe, a grievance can be filed under OSHA.

Finally there is the Public Employee Relations Board (PERB). PERB was established to administer the Taylor Law (actually, the Taylor Law established PERB so that PERB can manage the Taylor Law). A grievance brought to PERB can be anything that violates the Taylor Law, such as:

- Improper labor practices
- Failing to negotiate mandatory items that involve salary and benefits

Presently, Charlie Clarke, President of the FA, Michael Goho, Contract Chair of the FA, and I serve as members of the FA Grievance Committee. We discuss issues/situations that have been brought forward by our unit members. We’re also guided by Article 44 of the contract, Grievance Procedures, as well as input from the Faculty Council.

FA Mediation Project Training to Begin in August

*Article submitted by the FA Mediation Project Committee
Members: Patricia (Pat) Kress (Chair), Paul Wheeler,
Faculty Council Professional Staff Director, Marlene
Goho, FA Administrative Director*



The Faculty Association’s Mediation Project is about to move another step forward! We’re energized by the fast progress on this FA initiative expected to be available to members in September.

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FA Mediation Project...*(Continued from page 3)*

In our May FAN article, “*Faculty Association Plans to Sponsor Mediation Program*,” we invited faculty and professional staff to put their names forward. These colleagues indicated an interest in obtaining training necessary to work with other colleagues experiencing member-to-member conflict. The response was overwhelming! Twenty-three people applied and we ultimately recommended sixteen individuals from the membership to begin six days of training in August. The training will be offered by the Cornell University ILR School. Those attending the training won't have to travel to Ithaca; as the training will be conveniently offered at Cornell's Rochester campus. In addition to the sixteen Faculty Association members, five College administrators, and the FA Mediation Committee (Kress, Wheeler and Goho) will be attending the training. Our administrative colleagues have agreed to complete the training so they'll be familiar with project and can, in a more informed and confident manner, recommend it as needed.

The primary goal of the Mediation Project continues to be providing an option (independent of the roles of the FA and Management) for members experiencing member-to-member conflict. Trained mediators, your colleagues, would aid in assisting members to develop their own mutually agreeable solutions. Mediators will be required to sign confidentiality statements to protect the parties and their goal will be to guide effective and productive dialogue. It's important to point out that this process will be voluntary in nature. Both parties would need to agree to mediation to solve a conflict.

Other plans for the project include working to develop presentations that can be offered to college departments, or others, requesting information or training in the area of conflict resolution.

The project will be financially supported by the Faculty Association, the College and our state affiliate, the New York State United Teachers. We are extremely pleased with the support we've received from both the College and NYSUT. With this early growth, the project is sure to become a positive and on-going investment—aimed at making MCC an even better place to work.

Professional Staff: Use or Lose Vacation Days

Marlene Goho, Administrative Director

Don't lose those vacation days! Remember, you may have no more than 20 accumulated vacation days as of August 31, 2006. Any vacation days in excess of 20 on August 31 will be forfeited. However, you have the option to exchange up to 5 vacation days for salary providing you have no more than 20 accumulated days on August 31. Forms can be accessed from your desktop: www.monroecc.edu, see Employees – Forms and Publications – Controller's Office – Vacation Payment Request.

Banner and Dues Deductions for 2006- 2007

Marlene Goho, Administrative Director

Typically, we've opted to have the deduction of dues and agency fee payments occur over 20 pay periods during an academic year. Instead, beginning in September 2006, dues and agency fee payments will occur over 19 pay periods to bring us into the same cycle as Banner. The last deduction this year will occur on June 15, 2006 and deductions will begin again on September 21, 2006.

FA Office Summer Schedule

The FA office will be opened on a limited basis during the summer months. If you have business of an urgent nature, please contact Charlie Clarke at (585) 748-2132 or contact Marlene Goho at (585) 377-3987. We will be responding to email and phone messages left at Ext. 2524 (Charlie) or at Ext. 2528 (Marlene).
Have a safe and wonderful summer!

Would You Make Changes To the “FA After Graduation Party?”

Marlene Goho, Administrative Director

It is a long-standing tradition of the Faculty Association to host the “After Graduation Party” for the College community. Over the years, we’ve tried a number of places downtown-- but there are limited establishments where parking and ‘getting there easily’ wouldn’t be an issue.

If you were in attendance this year, you know the party at Nathaniel’s was LOUD and crowded! The

owner (an MCC grad and a delight to work with!) didn’t anticipate a hockey play-off game and we were surprised by the number of local fans who showed up to cheer on the Buffalo Sabres. It appears our MCC crowd was mixed in their reactions to the crowd, noise, and loud music. Many seemed to enjoy it and some appeared to move on home or elsewhere earlier than in previous years.

We’re thinking about possibly moving the party next year. But before we make any plans, we’d like to hear from you. If you were in attendance this year, please feel free to email me your comments about the party. Your opinions will be helpful to us as we make decisions about next year.

FLEX TIME: PROFESSIONAL STAFF

PAYROLL FORM

FACULTY ASSOCIATION AGREEMENT, ARTICLE 46, SECTION H; FLEXTIME FOR PROFESSIONAL STAFF: “When a professional staff member is required by the supervisor to work outside the normal work day (7 hours) or work week (35 hours), the supervisor will authorize flex time to be taken within the next 20 working days. If mutually agreed upon by the supervisor and the faculty member, the 20 day period can be extended. In the event that flex time cannot be scheduled within 20 days of its accrual, the employee will be compensated at the hourly rate equal to his/her annual salary divided by 1820.”

TO BE COMPLETED BY THE SUPERVISOR/DIRECTOR:

NAME: _____ BANNER I.D.: _____
WAS REQUIRED TO AND DID WORK THE HOURS INDICATED ABOVE, BUT WAS UNABLE TO USE FLEX TIME IN ACCORDANCE WITH ARTICLE 46, SECTION H DUE TO THE FOLLOWING:

ANNUAL SALARY _____ /1820 HRS= _____ HRLY RATE _____ X NO. OF HOURS _____

AMOUNT TO BE PAID: _____

SIGNATURE OF SUPERVISOR/DIRECTOR: _____

DATE: _____

APPROVAL: HR: _____

AMOUNT PAID: _____ DATE: _____ PAYROLL REP.: _____

FLEX TIME: PROFESSIONAL STAFF

RECORD FORM

FACULTY ASSOCIATION AGREEMENT, ARTICLE 46, SECTION H: FLEXTIME FOR PROFESSIONAL STAFF: "When a Professional staff member is required by the supervisor to work outside the normal work day (7 hours) or workweek (35 hours), the supervisor will authorize flex time to be taken within the next 20 working days. If mutually agreed upon by the supervisor and the faculty member, the 20 day period can be extended. In the event that flex time cannot be scheduled within 20 days of its accrual, the employee will be compensated at the hourly rate equal to his/her annual salary divided by 1820."

Please complete the following to record required hours assigned and the planned schedule for flex time to be taken within 20 days. Review at least bi-weekly to insure flex is used.

TO BE COMPLETED BY THE SUPERVISOR:

EMPLOYEE NAME: _____ BANNER I.D.: _____

POSITION: _____

Date Worked	Number of Hours	Scheduled Date of Flex	Hours Flexed Within 20 Days	Hours Reported To Be Paid	Employee Signature	Supervisor Signature