

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

There are two major issues on which we have achieved resolution with the College this year.

In my October 2006 *FAN*, I indicated Labor Management would be addressing the issue of the contractual trigger point for proportionate salary and benefits for professionals with multiple assignments. Typically, these multiple assignments involve teaching, tutoring and advisement. The Faculty Association temporarily waived, for the fall 2006 and spring 2007 semesters, our claim that proportionate salary and benefits be paid to faculty with multiple assignments that reached 910 clock hours.

The Labor Management Committee worked diligently on this issue and has reached an agreement (See the "Letter of Agreement" dated June 1, 2007 in this issue of *FAN*). This agreement was subsequently approved by Faculty Council.

This was not an easy issue. Given the College's resistance to expanding the number of part-time lines, a mandated trigger point for salary and benefits that was based on aggregated multiple assignments might have the consequence of constraining some opportunities for work. The FA

leadership met with faculty with multiple assignments to understand their interests and share our principle. Our principle is clear. If you work 910 hours or more, you must be paid proportionate salary and benefits.

Negotiations

Plans for 2007-2008

- **June 4** – FA Membership Meeting to approve the Chief Negotiator and Negotiating Team* at 12 Noon in 8-200 at Brighton and 12 Noon in 4-035 at Damon (video connection meeting).
- **June 8** – If you haven't already done so, please return your Faculty Association Special Interests Survey to the FA Office by this date.

This agreement may be disappointing to those who were working significantly more than 910 hours of multiple assignments. Some of you indicated that you valued the opportunity for additional work more than access to proportionate salary and access to benefits. All I can say is that even a great contract has consequences that are not welcomed by every individual. We strive to benefit the greatest numbers while trying to disappoint as few as possible.

(continued on page 2)

Charlie Clarke, President; **Taine Vinci**, Vice President; **Patricia Kress**, Secretary; **Christopher Otero-Piersante**, Treasurer; **Mike Goho**, Teaching Director; **Tim Tatakis**, Teaching Director; **Randy Rezabek**, Professional Staff Director; **Paul Wheeler**, Professional Staff Director; **Patricia Dano**, Adjunct Director; **Angel Andreu**, Grievance Chair; **Joseph McCauley**, Contract Chair; **Ellen Mancuso**, Legislative Chair; **Lauren Pivnick**, Benefits Chair; **Christine Casalnuovo-Adams**, Institutional Chair; **Bethany Gizzi**, Membership Chair; **Kathy Baxter**, Damon/Site Director

Let me give an example of how this agreement will work.

An adjunct faculty member, who typically teaches 9 FCH in the fall and spring semesters, could work as a tutor, advisor, etc. for up to 227 (6 x 37.9) clock hours at anytime during the year from September 1st through August 31st. If they were offered a summer course and had worked those hours, they would have to be paid proportionate salary and benefits for teaching that summer course. However, the probability that the College would approve such an arrangement is quite low.

According to our Bylaws, assuming 10% of the membership does not petition within 30 days for a paper ballot vote, this agreement will go into effect on September 1, 2007. If you have additional questions on this issue, please contact me.

The other issue that we achieved resolution on focused on continuity, throughout the budgetary year, of the college contribution to health benefits for faculty with temporary assignments of less than 12 months. (See: Grievance Resolution: Duration of Health Insurance Benefits in this FAN) This resolution reflects a good example of how we utilize the first step of the grievance process to problem solve contractual issues.

In closing, the FA office will suspend normal business hours on June 15 and will be open by appointment. You should feel free to contact me by email, which I check regularly, or cell phone at 748-2132. I wish everyone a safe and healthy summer season!

Negotiating Team Selected by Faculty Council

Charlie Clarke, FA President

In my President's corner of May 14, I indicated my interest in assembling a negotiating team to begin work on a successor agreement to our present contract.

On both May 23 and May 30, interviews were held for ten candidates applying for the negotiating team positions. On May 30, the non-competing Faculty Council members selected four individuals as team members to serve with me and Chief Negotiator, Mike Goho on the 2008 team. I'm pleased to announce that Taine Vinci from Counseling/Advising, Anne Perry from Academic Services, Bethany Gizzi, from A/H/P/S, and Marlene Goho, FA Administrative Director and TRS adjunct, were selected as team members.

These individuals along with Chief Negotiator, Mike Goho, will be presented for approval at the FA Membership Meeting on June 4.

Although negotiations won't occur until spring of 2008, during the summer months we plan to begin the process of reviewing existing survey results to prepare for a major survey for distribution in September.

During the coming months, you will hear a great deal more as we begin to prepare for spring 2008 negotiations. I encourage your full participation in this process.

FA Office Summer Schedule

The FA office will be open by appointment during the summer months. If you have business of an urgent nature, please contact Charlie Clarke at 585 748-2132 or Marlene Goho at 585 377-3987. We will be responding to phone messages left at 292-2528 and email.

Have a safe and wonderful summer!

Faculty with Breaks in Service

Have you had a break in service? You need to contact the FA.

Marlene Goho, Adm. Director

Prior to the settlement of the last contract in 2004, Article 50-Early Retirement, specified that full-time faculty members who were at least 55 and had completed at least 18 years of service, were eligible for early retirement in the first academic year these two criteria were met.

The FA advanced the argument that Article 50 didn't require that one had to have "continuous" service. College management disagreed. Faculty Association Grievance Chair, Angel Andreu, pursued a resolution with College management that resulted in an agreement on the matter. The agreement called for a modification of the language of Article 50 to occur during negotiations in 2004 to include the word "continuous" service, rather than simply "service".

Additionally, it was agreed that full-time faculty hired prior to September 1, 2004, with a break in service of more than 365 days be regarded as "continuous." Further, it was agreed that full-time faculty hired after September 1, 2004, with a break in service of less than 365 days would be regarded as continuous.

While several members have been identified as those with breaks in service, the FA would like to be assured no one has been missed. If you are a full-time faculty member who has had a break in service, it's important for you to contact the Faculty Association as soon as possible.

Letter of Agreement

In an effort to achieve the college's mission of student success, the college offers employees multiple assignments which include adjunct teaching, tutoring, advising and hourly professional assignments.

In recognition of the Faculty Association's representation of adjuncts and part-time professionals who work 910 hours or more per year, labor and management have agreed on the following:

1. In order to determine whether an employee with multiple assignments including adjunct assignments has 910 hours or more per year, a formula which converts faculty contact hours ("FCH") to clock hours is required;
2. The formula is 1 FCH = 37.9 clock hours of work;
3. All professional work from September 1 – August 31 will be aggregated in order to determine an employee's hours. This includes Fall, Intersession, Spring and both Summer sessions;
4. The contractual limit of 9 FCH/semester for adjunct assignments continues unchanged (Article 32(D));
5. Compensation:
 - a) adjunct rate is contractual and based on rank (Article 32(D))
 - b) tutoring rate for FA-represented employees will be a minimum of \$15.00/hour:

(continued on page 4)

- 1) any adjustments in minimum are subject to future negotiation;
- 2) tutoring rates are set by individual departments/programs and may vary;
- 3) tutors who are not represented by the FA (e.g. student tutors, peer tutors, tutors without adjunct status whose assignments are less than 910 per year) are not covered by this agreement.

- c) the minimum hourly rate for professional work over 910 hours is determined by assigning a title, dividing the contractual pay for that title by 1820 to determine an hourly rate;
- d) based on past practice, advising rate is based on rank divided by 28.5.

6. Benefits

- a) adjuncts who teach more than 24 FCH per year are considered full-time employees and are entitled to benefits.
- b) employees who aggregate 910 or more hours but less than 1820 hours per year (September 1 to August 31) are accorded benefits of part-time employees (Article 51);
- c) employees who aggregate 1820 hours per year are accorded benefits of full-time employees.

7. This Letter of Agreement does not affect past practice over compensation and/or benefits regarding part-time nurses, clinical supervisors and massage therapy clinic facilitators.

Dated: June 1, 2007

Grievance Resolution Duration of Health Insurance Benefits

1. Continue the practice of continuous health insurance for full-time, 10-month temporary faculty who have been appointed for the succeeding year as full-time 10-month faculty member;
2. For full-time, 10-month temporary employees appointed as 80% for the succeeding year, continue health insurance benefit at the full-time faculty level until August 31;
3. Full-time 10-month temporary faculty not appointed for the succeeding year as full-time temporary faculty member will be offered continuation of health insurance coverage based on their continuous adjunct status as of July 1;
4. For 80% faculty members appointed as full-time, temporary for the succeeding year, continue health insurance at level of college contribution for part-time employees until August 31;
5. For 80% faculty members re-appointed as 80% faculty members for the succeeding year, continue health insurance at the level of college contribution for part-time employees to August 31;
6. 80% faculty not appointed for the succeeding year as an 80% faculty member will be offered insurance coverage based on their continuous adjunct status as of June 1.

NYSUT Social Services

As a union, NYSUT continually searches for ways to improve the professional and personal lives of its members. Our Social Services program is confidential and free, and offers assessments and advocacy, referrals and reassurance to in-service and retired members. The program goal is to help members with concerns about their lives and their families.

Social Services provides highly competent and experienced professional staff and a national database of resources. It is another key component in the safety net of support members receive from their organization.

NYSUT Social Services identify resources and provides information in reference to the following needs:

- Adaptive Equipment
- Adult Day Care
- Advocacy
- Assistance for Disabilities
- Caregiving Advice
- Crisis Intervention
- Debt Counseling Referrals
- Family & Couples Therapy
- Geriatric Consultations
- Homecare Referrals
- Impartial Advice
- Information on Health and Mental Health Topics
- Medicare and Medicaid Questions
- Mental Health Counseling Resources
- Nursing Homes
- Respite Care
- Retirement Living Options
- Substance Abuse Treatment Options
- Support Groups
- Telephone Support
- Transportation
- Useful Websites

Let NYSUT Social Services assist you.

Please call 1-800-342-9810, ext. 6206

or

Email us at: socsvcs@nysutmail.org

Confidential ~ No Cost ~ Available to In-service & Retired members and their families

Scott Hicks, LCSW ~ Laurie Kupperstein, MS ~ Ani Shahinian, LCSW

Andrea Tersigni, Admin Assistant

