

Mon June 16

FA Negotiation Team: Paul Cartie, David Michalak, Julie Martin, Karyn Moyer, Kennie Leet, Tim Skinner

College Negotiation Team: Jeff Anderson, Laura Hodel, Penny Kelly, Racquel Smith, Michael Sullivan, Jeanette Tillotson, Colin Leonard (lawyer)

C. Leonard response to FA Proposal

- Gave back copies of our proposal with everything numbered. By their count, FA has 96 proposed changes.
- College needs some guidance as to the FA's priorities.
- Going to resist changes that remove Administration's control over aspects of the managing of the college
 - C. Leonard pointed out that some of the FA's proposals - specifically he mentioned our suggestions for Article 60, sections 1.B and 2, as well as the work from home proposal.
 - These are fundamental conflicts between what is in FA's interest and what is best for Administration to decide what is best for the college as a whole.

C. Leonard: The college wants to narrow these proposals down – “take the fluff out and take out clarifications.” The college wants to know what is most important to the FA. The college won't have a response until they hear our reasoning for each change.

FA: We want to go through each one and discuss.

It was decided that we would go through the FA's proposal and discuss each point as it was numbered by the college. In the notes below, I have listed Article and Section information as it appears on the FA's proposal to make it easier to reference what part of the FA's proposal is being discussed.

Article 4 - DEFINITIONS, number 9

- FA: This is just a clarification
- C. Leonard: no statement currently in the contract, so it is not clarification
- FA: it is past practice
- C. Leonard: every 10 month employee works 35 hours - how can you know this?

Article 4 - DEFINITIONS, number 9.b

- FA: clarifying language so it is clear how much 10 and 12 month employees need to work - there have been members who have had questions about this point
- C. Leonard: if we add in hours, then we need to track 10 month employees' hours of work - with punching for a clock
- FA: monthly leave reports and paystubs already establish hours of work per week
- C. Leonard: only one member who had this issue and you are bringing it to us?
- FA: the current language reads that everyone works 37.5, but that is not true. As the contract is currently written, if someone works 35 hrs they are technically breaking the contract as it is currently written. Our clarification corrects this issue.

Article 13 - SICK LEAVE, number 1

- FA: Want adjuncts working during summer to accrue sick leave credits and have the sick time be assessed by contact hour, not full sick day.
- FA: If a person gets sick in the middle of the day after teaching some of their classes, they should only be docked for the classes that they miss.

Article 13 - SICK LEAVE, number 12

- FA: changing the values for unused sick day payout to update them and keep the incentive to retain sick days
- FA: Change to part time from full time, faculty currently lose sick time and have to start over, trying to correct that with the proposed language
- C. Leonard: question about why retirement is crossed out - FA clarified trying to expand it, not narrow it
 - C. Leonard: the payout was just changed in the last contract, correct? Yes. Now you are asking for an additional \$2000? FA: Yes
 - C. Leonard asked for clarification about the last sentence - the FA is not asking for additional money, rather giving money for days to people who have fewer than 50 days at time of change in status. FA: Yes

Article 12 proposed new article (J)

- FA: often people who take maternity/paternity leave come back having used up all their sick time. The FA wants to give back some sick days so that they are able to take time off as needed post maternity/paternity leave.

Article 15 - SABBATICAL LEAVE

- FA: clarify the language to reflect the reality of what happens - President does the first part after the committee and then final recommendation goes to the Board of Trustees. We are just proposing changes to the first two paragraphs in the article, everything else stays the same.

Article 17 - LEAVE OF ABSENCE WITHOUT PAY, section A.

- FA: just modernizing the language and the concept so that the contract does not imply employees plan child raising to fit with the semester
- C. Leonard: question - does this proposal (throughout the entire proposal document) mean to entirely replace language in the contract? FA: No—just the language in the proposal with the changes noted, if it is not in the proposal, we are not suggesting changes.
- C. Leonard: what is the difference between child rearing and raising children? FA: “raising children” is more modern language.

Article 23 - HEALTH INSURANCE

- FA: Want to add domestic partners to family plans
- C. Leonard: why is this proposal here under Survivorship Benefits?
 - FA: Because this is the only place in the contract where domestic partners are mentioned

Article 28 - COMPENSATION

- C. Leonard had no questions about these proposals

Article 28 - COMPENSATION, number 13

- FA: contract states that non-classroom employees need 2 week's notices for changes to their work hours - we wanted to address how to handle emergencies that happen where two weeks' notice can't be given.
- C. Leonard: issue with the final paragraph on page 29 of the contract - if we aren't proposing changing this, there is confusion. It makes it really hard for the college to understand if all the changes aren't noted in the proposals. FA: we will look at this and address the confusion.

Article 28 - COMPENSATION, proposed new numbered section (14)

- FA: addition to contract - paying professionals for their time at events
- C. Leonard: what is a SUNY Broome event from the FA point of view?
 - FA: Open House, STEM events, Falling into Health Care - really evening and weekend event (outside normal hours)
 - C. Leonard: is it any SUNY Broome event or just those outside of the normal workday?
 - FA: outside of normal work day

Article 28 - COMPENSATION, proposed new numbered section (15)

- C. Leonard: is this proposal over length of contract or per year? FA: per year

Article 29 - LONGEVITY SERVICE PAY

- C. Leonard: no questions

Article 31 - DURATION OF AGREEMENT

- C. Leonard: no questions

Article 34 - LABOR-MANAGEMENT COMMITTEE

- FA: we feel that we have satisfied this issue and no longer need the statement in the contract

Article 35 - APPOINTMENT OF ACADEMIC STAFF, number 6

- FA: want to codify release time for Chairs and Non-classroom Chairs with a minimum of 9 hours of release time, but Chairs that currently have more should not be reduced by this language.

Article 35 - APPOINTMENT OF ACADEMIC STAFF, section D

- FA: not removing the president's representative, but wanting the representative to be appropriate (there was a situation where a campus representative was not employed by the college, even though they were technically a campus representative). We want to have a more focused search committee.
- C. Leonard: does the FA want to have the best search possible? FA: Yes. C. Leonard: and you believe that best search will be done by only faculty? FA: Yes

Article 38 - CHAIR DUTIES, LOAD, CLASS SIZE MINIMUM AND MAXIMUM, section A

- FA: overload assignments - entire overload assignment is paid as overload instead of only part (if at 14 credits and get a 3 credit overload, currently are only paid for 2 credits overload instead of 3 credits)

Article 38 - CHAIR DUTIES, LOAD, CLASS SIZE MINIMUM AND MAXIMUM, section A

- FA: incorporating the Chairpersons, Staff Associates, Senior Staff Associates, Senior Learning Specialists, and Senior Accessibility Specialists

- C. Leonard: this is one that gets into the issue pointed out at the beginning of today's meeting about removing Administration control
- FA: Adding the term Chair Duties to the Article Title to match the content of the Article

Article 38 - CHAIR DUTIES, LOAD, CLASS SIZE MINIMUM AND MAXIMUM, section B

- FA: making it equitable between contact hours and credit hours
- C. Leonard: Is there any pedagogical reason to keep two separate systems with contact and credit hours? FA: no, not right now. Possibly in the past, but in modern teaching, no. We proposed one system in the past, college was not interested, so we attempted to make the 2 systems equitable with this proposal.

Article 38 - CHAIR DUTIES, LOAD, CLASS SIZE MINIMUM AND MAXIMUM, section D.1

- FA: clarifying that both classroom and online can be assigned by department chairpersons for purposes of loading and overload. College has argued that online cannot be used as evening overload, we argue that it can be day or evening overload. This proposal addresses this issue.

Article 38 - CHAIR DUTIES, LOAD, CLASS SIZE MINIMUM AND MAXIMUM, section D.1

- FA: attempts to make any overload assignment consistent with the other overload language in other areas of the contract. Uses the same language used elsewhere in the contract. The 14 credit hour language makes it consistent with earlier proposal in #34.
- C. Leonard: Clarified that the current contract language represented by the ellipses in the proposal remains the same. FA confirmed.
- C. Leonard: Number 7 in Article 38 discusses out of department faculty members, but language proposed in number 41 doesn't.
 - FA: we don't see the contradiction - 41 addresses initial assignment and number 7 addresses continuing assignment and we are not suggesting changes to the current number 7 in the Article.

At 3pm the meeting ended as scheduled.

Wed 6/18

FA Negotiation Team: Paul Cartie, David Michalak, Julie Martin, Karyn Moyer, Kennie Leet, Tim Skinner

College Negotiation Team: Jeff Anderson, Laura Hodel, Penny Kelly, Michael Sullivan, Jeanette Tillotson, Colin Leonard (lawyer). Racquel Smith joined the meeting late.

We continued to go through the FA proposal using the College's numbering system, picking up where we left off on Monday 6/16.

Article 38 - CHAIR DUTIES, LOAD, CLASS SIZE MINIMUM AND MAXIMUM, section D.1

- FA: cutting the evening Nursing language - members from the Nursing department felt that this language was harmful to them and they would be better off being treated the same as the rest of the faculty

Article 38 - CHAIR DUTIES, LOAD, CLASS SIZE MINIMUM AND MAXIMUM, sections D.2, 3, 4

- FA: 3% increase across all

Article 38 - CHAIR DUTIES, LOAD, CLASS SIZE MINIMUM AND MAXIMUM

- FA: just adding 'Chair Duties' for consistency
- C. Leonard: what is the purpose of adding 'Chair Duties' to the contract?
 - FA: there is no job description for Chair in the contract, the proposed language codifies the most basic duties of being a Chair in the contract.
- C. Leonard: Chairs are FA members and are part of the bargaining unit, correct? FA: Yes
- C. Leonard: do Chairs give professional advice to members in their department? FA: Yes
- C. Leonard: if a Chair feels that a faculty member is not performing to standard, would they make the faculty member aware of this? FA: Yes - through the evaluation process
- C. Leonard: would a Chair be involved in any informal discipline process for a faculty member not meeting standards? FA: Informal - yes

Article 38 - CHAIR DUTIES, LOAD, CLASS SIZE MINIMUM AND MAXIMUM, section D.8

- FA: new language, new number - this addresses the timing issue with cutting courses and requesting replacement overload. This came up in talks with Dr. Hawkins over a grievance about this issue
- C. Leonard: why does this matter? What issue is this trying to address? Faculty are not entitled to overloads.
- C. Leonard: what is the purpose of the last sentence? FA: to reinforce the language of Article 38 D.7 about right to continue assignment
- C. Leonard: clarification that a FT member can't be bumped from load by this. FA: correct, but possibly could be bumped from an overload based on right to continue language.

Article 38 - CHAIR DUTIES, LOAD, CLASS SIZE MINIMUM AND MAXIMUM, section I

- FA: feel the conversation about class size changes should happen between the Dean and the Chair, not just between the Dean and VPAA.

Article 38 - CHAIR DUTIES, LOAD, CLASS SIZE MINIMUM AND MAXIMUM, section D.1

- FA: “state required” might be better phrased as “SUNY guidelines.” The idea is that if the college can afford it, the conversations about class sizes should be based on pedagogy. The last sentence of 56 also came out of conversations with Dr. Hawkins about when these exceptions apply.
- C. Leonard: do you have a specific example of the college canceling a required course for graduation?
 - FA: we gave general examples, but could not provide a specific course name and number or student who was affected in this way.
 - C. Leonard: Because the FA couldn’t give a specific example right, then this is a “false problem.” “All of these are false problems,” (in reference to all the FA’s proposals) - direct quote from Colin Leonard.
 - FA: can we send you the examples in an email? C. Leonard: yes, that would be fine

C. Leonard then went on to continue claiming we were creating “false problems” until Chris Corlett from NYSUT stated we would email the specific examples and the FA requested a caucus. The caucus lasted about 20 minutes. The FA will provide the college with specific examples before the next negotiation meeting.

C. Leonard: can you give us the FA’s interpretation of pedagogy and class size - are they connected?

- FA: YES.
- C. Leonard: can you explain and give examples?
 - FA: Examples of writing courses
 - FA: Retention and relationships with students
 - FA: we see the relationship this varies between disciplines and needs to be a conversation between Chair and Deans, not universally equal
 - FA: AI and how it affects disciplines differently as both an advantage and an problematic issue - this also affects pedagogy and class size
- C. Leonard: how would a conversation about this work with a Chair and Dean?
 - FA: Bring data and studies and observations to the table to discuss the possible changes
- C. Leonard: what if the Chair and Dean don’t agree, how it is it resolved?
 - FA: The class size won’t be changed.
- C. Leonard: what if it is a new course?
 - FA: the New Course Proposal form has a class size on it - that would be the established class size for a new course
- C. Leonard: if there is no resolution process, what happens? How do we resolve this in the FA’s thinking?
 - C. Leonard: if you need to get back to us on this, that is fine. Is it the VPAA? Especially for a new course?
 - FA: we will get back to you on this

Article 38 - CHAIR DUTIES, LOAD, CLASS SIZE MINIMUM AND MAXIMUM, section D.1

- FA: number of students that equal the equivalent of 2 courses, so for purposes of faculty load a course with 40+ students would count as 2 sections, not just 1.
- C. Leonard: in my understanding there are only a few courses, maybe 5-6 courses per semester, this applies to? FA: Yes
- C. Leonard: and historically these lectures have always been this way, this size? This is not a new problem.

- C. Leonard: can you unpack the last sentence?
 - FA: if the course is an overload, it only counts as one overload

Article 38 - CHAIR DUTIES, LOAD, CLASS SIZE MINIMUM AND MAXIMUM, section H

- FA: just a one time increase for the life of the agreement

Article 38 - CHAIR DUTIES, LOAD, CLASS SIZE MINIMUM AND MAXIMUM, section J

- FA: we wanted to have a conversation about the 5 day rule knowing that the College would be bringing this issue to the negotiation table. We offer this compromise, so that a Chair can cut a section earlier so students have more time to adjust schedules as needed, but the contract still offers protection to maintain some control by Chairs over course sections. Codifies exceptions to the 5 day rule.
- C. Leonard: why does the FA feel the 5-day rule is important?
 - FA: We feel it gives the students enough time to adjust courses, but maximizes the time for students to enrol and allowing courses to reach minimum class size.
- C. Leonard: what is the FA's interpretation of how a course getting cut at 5 days prior to the semester affects the students?
 - FA: All hands on deck in the Advising office and usually advisors are able to find students replacement courses.
- FA: Question - College is proposing eliminating the 5 day rule - what would replace this and what would be the procedure if the 5 day rule is gone?
 - C. Leonard: right now the Admin decides if a course runs or not. You are proposing having a bargaining unit member involved, but right now it is Admin.
 - P. Kelly explained that Admin knows the history of enrollment - at other institutions there are specific dates leading up to the start of the semester and the Admin make decisions using past data and history for the institution. Conversations at these institutions involve Registrar, VPAA, Deans, Chairs, etc.
 - C. Leonard: Dr. Hawkins feels strongly that the 5 day rule is not in the best interest of the students, or the faculty, and it is not fair. The 5 day rule does not exist at other institutions.
- C. Leonard: the FA wants to set dates similar to 5 day rule for Winter and Summer terms, right? F
 - FA: Yes. This allows for more late enrollment, possibly students who fail Fall courses, or students from other college coming home and deciding more last minute to possibly pick up a course here
- C. Leonard: working days vs business days - any reason? FA: No - we can adjust the language to keep it consistent
- C. Leonard: The 5 day rule is unprecedented at the Community College level - it was created by D. Michalak (senior), F. Battisti, and Dr. Drumm and it needs to be jettisoned. It is not in the best interest of the students.
 - FA: we would like to have some stability with load when it comes to cuts - this is part of our concerns
 - C. Leonard: if FT faculty have trouble meeting load, that needs to be looked at bc the courses offered need to meet students' needs. Faculty are not here to just exist, they need to meet the needs of the students who are here. Need to deliver a product that the students want.
 - J. Anderson: Getting rid of the 5 day rule helps to support stability because it gives more time to find something to meet load.

Article 38 - CHAIR DUTIES, LOAD, CLASS SIZE MINIMUM AND MAXIMUM, section L

- FA: codifying a Chair duty. Adding new section to this article.
- C. Leonard: does the FA intend to prohibit Deans from doing the same thing with faculty in their areas?
 - FA: does not mean to cut out Deans out of conversations about this, but the facilitation should be done by the Chair and department
- C. Leonard: what is the role of the Dean in the FA's opinion?
 - FA: Deans approve curriculum changes
 - C. Leonard: if Dean has a conversation with a faculty member(s) about curriculum changes, would that be a contract violation?
 - FA: if the Chair is not involved, then yes, it would be a contract violation with this new language
 - FA: Deans provide mentorship, support, grants, finding resources and assistance to support the department's agenda

Article 38 - CHAIR DUTIES, LOAD, CLASS SIZE MINIMUM AND MAXIMUM, section L

- FA: codifying that the Chairs are the ones to make the assignments according to the language in the other parts of this article. Expanding this to codify that this extends to the non-classroom Chairs and their areas
- C. Leonard: are there restrictions now?
 - FA: ensuring that a Dean or someone other than a Chair cannot force an assignment within any department

Meeting ended at 12pm as scheduled. The date of Fri July 11th was set for the next negotiation meeting.