

Know Your Contract

More Than a Half-Century of Union History

Dear Colleagues,

This is the first in a series of seven broadsides designed to help you understand the structure of our collective bargaining agreement and how it works. If you've been a member of the NCCFT for any length of time, you've no doubt heard it repeated more than once—by members of the Executive Committee, by your department representative—that our collective bargaining agreement is one of the strongest higher education labor contracts in the country. Just a brief glance at the graphic on the other side of this page illustrates why. Every aspect of our professional lives at Nassau Community College, from the governance structures that give us control over our careers here to the network of benefits that help make NCC a humane place to work, is defined within and protected by the contract.

This wasn't always the case. It's worth remembering that the strength of the current collective

bargaining agreement is rooted in 50 years of careful and rigorous stewardship, most visibly by the members of the Executive Committee, who are elected to administer and negotiate the contract, but most importantly by you, the membership, because it is your sustained commitment to

the contract that makes the work of the Executive Committee possible. You can see the results of that commitment in how our contract has grown over the years, from the 18-page agreement that was signed in 1969 to the far more comprehensive, 100+ pages the document stretches to now.

In *Reflections on a Golden Anniversary*, the history he wrote for our fiftieth anniversary, Professor Emeritus and former NCCFT President Phil Nicholson details the early stages of that growth: "Negotiations in 1969 were tense and frustrating...College and some County officials stalled, dissembled...and made veiled and overt threats to the faculty," but our union's tenacity and perseverance resulted in an agreement that included, right from the start, two pillars of the faculty governance that we continue to rely on: a college-wide Promotion and Tenure Committee and the departmental Personnel and Budget Committees.

Copies of *Reflections on a Golden Anniversary* are available in the union office and on our website. We encourage you to read it, since we continue to reap the benefits of the story it tells.

In Solidarity,

The NCCFT Executive Committee

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The Blue Branch: The NCCFT

Perhaps the most important message we try to convey at the new faculty luncheon—that we imagine every executive committee before us has also tried to convey—is how thoroughly each aspect of our professional lives at Nassau Community College is not merely accounted for, but also shaped, governed, and protected by our contract. This series of broadsides arose out of our desire to give that message a more permanent and easily accessible form.

A part of this message that we perhaps don't talk about often enough is the one enshrined in our contract's very first section, "The Nassau Community College Federation of Teachers." This is the section that recognizes our union "as the exclusive and unchallenged negotiating representative... for all...employees in the negotiating unit." Otherwise known as "exclusive representation," this principle means, first and foremost, that the college and county cannot use divide-and-conquer, union-busting

strategies against us, for example, by negotiating different contracts with different departments.

Here, we'd especially like to draw your attention to Section 1-7, which gives us "the right to schedule Union meetings and conduct official

union business on campus." Fundamentally, this clause legitimizes the integration of our life as a union into almost every aspect of campus life. Just take a look at the blue branch in the graphic on the other side of this broadside. Each of the committees listed there is intimately woven into the fabric of our campus community, not simply as components of an "exclusive and unchallenged negotiating representative," but as active participants in the academic, social, and administrative functioning of this college.

As Executive Committee members serving on committees like the IPC (Institutional Planning Committee), the Leadership Council, Administrative Search Committees, and the Academic Senate; as Executive Board members representing their departments' interests and participating in NYSUT and AFT events; as Standing Committee members doing everything from awarding scholarships, helping to maintain and protect our benefits, to meeting with elected officials—in all the myriad ways we contribute to this campus as a union, we do what we do because we want to help make Nassau Community College a place where we can be proud to work and, as importantly, where our students can be proud to learn. Our contributions have the weight that they do because we have the strong contract that we have.

That's something we should never forget!

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The Green Branch: Terms & Conditions of Employment

Terms and Conditions of Employment refers to the contractually defined policies and procedures governing every aspect of the job you do here on campus, including the number of hours you work per week, how and under what circumstances you can take time away from your job without jeopardizing your employment, and the process by which alleged contract violations committed against you can be redressed. When we negotiate “terms and conditions,” or seek to protect them through a grievance, we do so with the understanding that our jobs are not divorced from the rest of our lives and that we exist as educational workers within four interlocking relationships:

- **Between yourself and the job you’ve been hired to do:** Contractually, this would include, among other things, your job description and your work schedule.
- **Between yourself and your colleagues:** This would include the sections of the contract that apply to the Academic Senate, the chairs, the P&Bs, to the P&T and Sabbatical Committees, or any other situation in which one or more bargaining unit members are given decision-making authority over others.

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- **Between yourself and your employer:**

This would include, among other things, your salary, the grievance procedure, and the promotion process.

- **Between the job you’ve been hired to do and the life you live outside that job:** This would include your health benefits, retirement contributions, sick days, and the various kinds of leave we are entitled to take.

Some of these terms and conditions, like the grievance procedure, apply equally to everyone. Others, like academic freedom, which may not at first seem like a term or condition of employment, are less about specific policies and procedures and more about the ethical framework within which we and the college agree academic research, teaching, and learning should take place. Still other terms and conditions define and govern your particular job on campus. We urge you to familiarize yourself with those job-specific sections of the contract, especially since some of the contractual rights you have may exceed those granted to you under the law. If you have any questions about those rights, or about any other aspect of the terms and conditions of your employment at Nassau Community College, please contact the NCCFT office at (516) 572-7198 or NCCFT@NCC.EDU.

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The Purple Branch: College Wide Governance

Objectively speaking, no single component of our contract is more important than any other. Take any one of them away, or weaken any one of them, and all the other components will become weaker as a result. Nonetheless, in terms of our contribution to Nassau Community College's core mission—providing a quality education to all who attend—the fact that shared governance is a contractually defined term and condition of our employment deserves special attention.

Read through the sections of our collective bargaining agreement that deal explicitly with governance—including, but not limited to, sections 20 (Academic Senate), 21 (Academic Department Chairpersons), 54 (Tenure Policy), 61 (Promotion and Tenure Committee), 62 (Personnel and Budget Committee), and 66 (Sabbatical Leave Committee)—and you'll notice two things:

- Governance operates at both the college wide and departmental levels

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- The governance structures at both levels have been designed so that decisions flow from the bottom up, through democratic processes in which all constituents have a voice

Enshrined in Section 20 of our contract, the Academic Senate is the college-wide locus for those pro-

cesses when it comes to "general educational goals and policies as well as other matters of concern to the College community." Importantly,

though, the Senate is not made up only of NCCFT members. Our contract stipulates that all members of the college community should have a seat at that table, and so Senate seats are allotted to representatives of the student body, as well as from the other three campus unions (NCC Administrators Association, Adjunct Faculty Association, Civil Service Employees Association). Nonetheless, the lion's share (70%) of seats belong to the NCCFT, which means that faculty experience and expertise, our experience and expertise, are given by contract a primary role in the academic life of this institution.

The two college-wide committees that are not part of the Academic Senate—Promotion & Tenure and Sabbatical—are controlled by the NCCFT. Elections for these committees are held through the union office and their bylaws and procedures fall under the purview of the NCCFT Executive Committee. Administrators are contractually, and rightfully, granted a seat on these committees, but the fact that they are contractually enshrined union committees means that the process of evaluating applications for promotion or sabbatical is governed entirely by faculty experience and expertise.

If you have any questions, please do not hesitate to contact the union office at (516) 572-7198 or

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The Yellow Branch: Departmental Governance

Most of us spend the lion's share of our professional lives at Nassau Community College in our individual departments. Our contract accounts for this by making sure that the democratic processes that shape the college-wide governance role played by the Academic Senate also shape the way business is conducted within each department. Department chairs, members of the Personnel & Budget Committees, chairs and other officers of departmental committees, representatives to senate elected committees, Academic Senators—all these are elected positions. In some cases, the electoral policies and procedures are spelled out explicitly in the contract; in others, they are the product of departmental bylaws, but the democratic nature of the entire system is firmly rooted in our collective bargaining agreement.

That system also defines the departments' relationship to the college-wide governance structure. For

example, unlike at many institutions, where department chairs are, or at least function as, administrators, chairs at Nassau Community College are members of and are elected by their departments. They are, in other words, members of the bargaining unit, our colleagues. The contract

may assign certain supervisory responsibilities to department chairs, but a chair's primary job is to represent the interests of their department—expressed at regular department meetings and through the work of departmental committees, most especially the Personnel & Budget Committee—not those of the administration.

Another area in which the strength of our departmental governance matters greatly is hiring. Section 49 designates the P&B committee as the "Selection Committee" during the hiring process. This means that, once all Affirmative Action requirements are met, we and no one else control the process by which CVs are vetted and candidates are interviewed and evaluated. The administration rightly has a say in which of the finalists is hired, but the decision about whom the finalists should be is in our hands entirely.

Indeed, if there is one, overarching concern shared by the mechanisms of both departmental and college-wide governance it is that the decisions which shape academic life at Nassau Community College should be made by—or should at least not be made without sustained and substantive input from—those of us who are most intimately involved with that life: the full-time faculty, in all the different jobs that we do.

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The Red Branch: Grievances

Broadly defined, the NCCFT Executive Committee's primary responsibility is to defend our contract. That defense will take different forms in different contexts. One of the most important is the grievance procedure, which is outlined in Section 19 of our collective bargaining agreement. Section 19 states that you can file a grievance on your own behalf. However, if we agree that a violation has occurred, we will file the grievance for you. For that reason, it's very important to understand what a grievance is and what it is not.

Simply put, a grievance is a dispute as to whether or not a contract violation has occurred. It is *not* a violation of committee, departmental, or Academic Senate bylaws, or any other policy or procedure that does not appear in the contract's language. The grievance procedure has four steps, of increasing complexity and finality, to allow us to address a range of issues in the most appropriate way.

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- **Stage 1:** An informal process that allows the parties to the grievance to resolve their differences between or among themselves. While this stage is informal, it does establish a written record of the grievance that will become important at Stage 2 or beyond.

- **Stage 2:** If the parties cannot resolve their differences informally, the grievance proceeds to Step 2: the grievance is forwarded to the college president. During this stage, the college president can assign a designee to investigate the grievance and render a decision.
- **Stage 3:** If the decision reached by the college president or designee is unacceptable, the grievance can be forwarded to the Grievance Board for mediation. The goal at this stage is to find a compromise resolution to which all parties can agree.
- **Stage 4:** Finally, if the grievance cannot be mediated, the college or the NCCFT (but not the grievant) can take the case to binding arbitration. The arbitrator's decision will be binding on all parties, though he or she cannot make a decision that violates or changes the terms of our contract or that violates the law.

We encourage you to read through Section 19 of our contract to familiarize yourself with its details. If you believe you have been subject to a contract violation, contact the NCCFT office *first*. A member of the Executive Committee will discuss your situation with you in detail and help you figure out what your next best steps would be.

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The Teal Branch: Benefits

In the Terms & Conditions broadside, we pointed out that establishing a healthy relationship between the job you've been hired to do and the life you live outside that job is a primary concern of contract negotiations. Enshrined in the NCCFT collective bargaining agreement is a network of benefits—represented on the teal branch of our contract graphic—designed to do just that. We've divided the benefits into two categories, "Retirement," the meaning of which is self-explanatory, and "Health & Leave," which are benefits available to you as long as you are employed at Nassau Community College.

While figuring out how to plan for retirement is not so simple, your retirement benefits, in some ways, are. They are intended to help you maintain your quality of life after you leave the college. "Health & Leave" benefits, on the other hand, because they are, broadly speaking, supposed to

provide for those times when the circumstances of your life interfere with your ability to do the job you were hired to do, can get complicated. Indeed, we deal on a regular basis with colleagues facing major life events who need to figure out how best to use the benefits that are

available to them.

The complexity of these situations, along with the fact that many of the "Health & Leave" benefits will apply differently to different people at different stages in their personal and professional lives, is why we will not discuss the specific characteristics of these benefits here. Indeed, everyone's situation is different, so, if you have questions or concerns about your situation please contact the union office at 572-7198 or nccft@ncc.edu.

We do, however, want you to notice, how extensive the network of benefits enshrined in our contract is and to consider that the level of autonomy they make possible for us as educational workers is one of the things that the anti-union forces in this country want to take away from us. Indeed, every attack on our contract in the 50 years since it was first negotiated has been someone's attempt to take some form of that autonomy away from us. If the *Janus* decision is any indication, those attacks are only going to increase in the years to come. We hope these broadsides have given you an understanding of why it is so important for us to stand united, as one union, against those attacks. We look forward to standing shoulder-to-shoulder with you.

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