

# FEDERATION FORCE



FFECC Officers  
speaking to  
members during  
Convocation  
August 2018

## ***President's Message***, Andrew Sako, FFECC President

Dear fellow union members:

The start of the spring semester has been more hectic than usual, with major extremes in weather and campus closings.

Your FFECC leadership team has been very busy working on some longstanding issues with the College administration:

- We reiterated, and the College agreed, that the 2017 arbitrator's decision in the "snow day" grievance says that if classes are cancelled then the campus is closed, and by our contract, an emergency closing is a paid leave day for *all* FFECC employees, not chargeable to benefit time – meaning that everyone, full time and part time, must be paid (in the case of part time employees, for the time they were scheduled to work on that day.)
- We negotiated and signed an MOU for free tuition for the families of all our part-time members, including adjuncts.
- We successfully advocated for an upgrade for two RPT Counselors and one RPT Mentor to full-time status. The Executive Vice President for Administration and Finance has indicated a willingness to continue discussions to reclassify all RPT employees to full-time status over time.
- We negotiated and signed a continuation of the Northland Training Center agreement to provide a framework for expectations and compensation for our members teaching and providing other services at this off campus site.

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*President (Continued from page 1)*

- We clarified in an MOU the right of our retirees to change their healthcare plans due to life changing events
- We negotiated an additional healthcare plan option for our active members and retirees living outside the eight counties of Western New York.
- We negotiated an extension of the “Assessment Mentors” MOU.
- We achieved an agreement in principle to continue the extended course scheduling deadlines.
- Another agreement in principle (MOU being crafted): not requiring administrative membership on FFECC appointments committees for part-time hires.
- A commitment to discuss Mentor salaries.
- A commitment to discuss creative ways to increase adjunct compensation.
- A commitment to starting adjunct paychecks much earlier in the semester.

If you don't know what some of these items mean, that's OK. Give your FFECC campus VP a call if you have questions. All in all, we have been very busy and gotten a lot accomplished.

My, how times have changed at SUNY Erie! We have an open line of communications with College administration to solve problems.

But in other ways, things have not changed as much as we might have hoped, considering all the new players at the top. Organizational culture has a life of its own, and it marches on despite changes in leadership. The “bad old days” urban myths about our members and about our union continue to be spread. College senior leadership has a habit of announcing new initiatives (e.g.: Facebook, WOZ-U, cannabis cultivation, others?) without vetting them with stakeholders, as Middle States had mandated. Many of these announced partnerships and initiatives may have contractual implications that require FFECC input. Many of these conversations are simply not happening. It is also hard to determine which of these partnerships are real and which are speculative.

This unfortunate method of communicating new initiatives is not good for the institution, our members, and the College's position as a quality educational institution within the community. Some in the College leadership team do seem to understand the FFECC's concerns, or those of the College Senate.

At present, I believe we are experiencing the growing pains of a new administration that may not fully understand the culture of SUNY Erie or the stakeholder buy-in needed for successful implementation of any new initiative. Your FFECC leadership team believes that, in time, these concerns will be resolved through faculty/academic vetting processes (now under discussion) that will involve all constituencies.

I am especially concerned about the continuation of the urban myths about bad faculty, bad (insert any category of FFECC member.) Almost without exception our members are true professionals who care about our students and often exceed the expectations of their jobs.

We still have many outstanding issues to resolve for our members within the College, but progress does takes time and we have come a very long way in the past few years. College leadership has expressed an interest in possibly meeting with FFECC for a contract negotiation process that includes only a few items rather than the whole contract, and then extending our current contract beyond its 2020 expiration date. We will keep everyone updated as to any proposed time frame for this process, if indeed the College moves forward on it.

It has become a year-round task to advocate for incremental increases in funding from our state and county sponsors. The last year's county budget included an ongoing \$500,000 per year increase in College funding. We are currently lobbying our state representatives for additional resources. FFECC leadership will be holding our annual legislative breakfast with elected officials to discuss the current state of SUNY Erie and its financial needs.

It is Union leadership's responsibility to ask the hard questions about how any proposed policy or program will affect the daily lives of our members and not be unnecessarily burdensome to them. If we don't do this, no one else will. We take this responsibility very seriously. We believe that, fundamentally, we share the same ultimate goal with administration – finding the best ways to educate the students of Erie County in an open admissions environment. However, we often disagree about the best path to get there. This disagreement is inevitable and healthy. Disagreement and discussion is what academics do, and we hope that through that process we arrive at the truth (or the best solution.) But everyone in the discussion must be doing their job and advocating for their main constituents. Otherwise a power imbalance is created.

The FFECC leadership team as always will promote our profession, to continually elevate our intuition and the students we serve.

In solidarity,

**Your FFECC leadership team**

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Patricia Kaiser, VP City	<a href="mailto:kaiser@ecc.edu">kaiser@ecc.edu</a>	270-5639
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James Ruggiero, VP South	<a href="mailto:ruggiero@ecc.edu">ruggiero@ecc.edu</a>	851-1770
Michael Delaney, Grievance Chair	<a href="mailto:delaney@ecc.edu">delaney@ecc.edu</a>	238-0115

## NYSUT lobby days – February 12, 2019



A group of FFECC members and SUNY ERIE students pictured with State Senator Tim Kennedy during Higher Education lobby days.

The group met with many other State Senate and Assembly members during the Albany visit.



# NYSUT lobby days – February 12, 2019



Left: group shot

Middle: with Assembly member Pat Burke

Bottom: with Assembly member Monica Wallace



## How our union benefits all of us

More than anything else, our union provides us with a negotiated, legally enforceable contract. Our contract has evolved over decades through the continuous efforts of many of your colleagues. Without a contract, we would not have:

- 1) **Tenure or permanent status.** Under our contract, tenured or permanent FFECC members are entitled to three-stage progressive discipline, and any firing of a tenured member must be adjudicated by mandatory arbitration at great expense to the FFECC. Without the FFECC contract, we would all be at-will employees who could be terminated at any time for any reason or no reason. As a cost saving measure, personnel with the most seniority, and therefore higher salaries, would be most vulnerable to arbitrary termination. Before we had a union contract, there was a period when full time faculty taught on one-year renewable contracts that were sometimes not renewed.
- 2) **Salary steps:** Some of our colleagues in other SUNY community colleges do not have guaranteed salary steps. In those schools, salaries are stagnant while the employee holds a rank. In periods between contracts, wages stay the same until a new contract is signed. This model is favored by college administrations nation-wide. Under the FFECC contract, within each rank, we are guaranteed pay increases every year until we advance to a higher rank or we reach the last longevity step.
- 3) **Health insurance:** The majority of workers in the US pay for the majority of their own health insurance, or all of it, or in some cases simply go without. Employer paid health insurance has been steadily declining in the US since 2004. Our contract provides our full time active members with 85% of the cost of their health insurance. Furthermore our retirees receive continued health insurance coverage at a reduced cost, or, for the recently hired, a significant cash contribution to an HRA.
- 4) **Fairness:** The FFECC contract provides clear, established procedures for such processes as salary levels, rank advancement, grievances, discipline, hiring, and evaluations, ensuring a fair and equitable work environment. These procedures, as much as possible, preclude favoritism and arbitrary decisions.
- 5) **A degree of choice:** The FFECC contract guarantees full time faculty the right to select their courses on the basis of seniority. Faculty at for-profit colleges are simply assigned their courses.
- 6) **Professional status:** Our contract provides us with peer review evaluation processes and leadership opportunities, e.g., the opportunity to serve as department chair or participate in shared governance through the College Senate, CWCC, and other committees. We have an evolving shared governance system centered on the College Senate, initiated and supported by the FFECC, to discuss and make recommendations about all academic issues

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- 6) *(continued)* and policies. We have a direct influence on hiring and reappointment within our respective disciplines through our contractual Appointment and Reappointment committees, helping us enrich and sustain our professions.
- 7) **Your voice at the table:** Our contract requires periodic Labor Management meetings with both College leadership and representatives of County government. These can be utilized to resolve immediate issues or for your union to discuss long standing issues of concern to our members and work towards collaborative solutions.

These and many other benefits exist solely because of our FFECC contract. They do not exist without our contract, and our contract does not exist without our union. If, however, our union remains strong, we can rely on the continuity of our benefits and our contract while our union continues to negotiate for us and for our families. The FFECC will remain strong if each of us commits to full membership. If we remain committed FFECC members, there will be no consequences to us from the Supreme Court's ruling in the plaintiff's favor in Janus v. AFSCME.

## Reminders for Rank Advancement/Tenure

Please refer to the contract language regarding important dates for both Rank Advancement and Tenure.



### RANK ADVANCEMENT

- (1) Each September 1st all ranked faculty who have served one (1) year at the top step of their job group or presently receive longevity pay and who meet minimum rank criteria and have been satisfactorily evaluated shall be advanced to the next higher rank and Job Group.
- (2) Each faculty member desiring rank advancement shall submit to the Director of Human Resources and the President of the Federation by March 1st preceding the September 1st day, the following information:
  - (a) Name
  - (b) Present Rank
  - (c) Current step in Job Group for one year or more
  - (d) Advanced to rank
  - (e) Step within new Job Group
  - (f) Statement of eligibility
  - (g) Evidence of eligibility (supporting documentation, including official transcripts)
  - (h) Signature of faculty member
  - (i) Date signature affixed

### TENURE

Full-time faculty members shall acquire tenure after completion of four (4) years of continuous full-time service from the date of original appointment. Tenure shall not be acquired or granted until the faculty member actually begins his or her first day of instruction in the semester following his or her four (4) years of continuous full-time service as required by this contract.



Adrian Ranic, Andrew Sako,  
County Executive Mark  
Poloncarz & Angela Crocker at  
CE's holiday party 2018

Right: Andrew Sako at the NY-  
SUT Community College con-  
ference in October 2018

Below: Andrew Sako at NY-  
SUT's Committee of 100 in  
March 2019



# Holiday party – December 7, 2018



## Committee Responsibilities

Dear Members:

Welcome back to the start of the 2018-2019 academic year. As a gentle reminder, please submit your academic unit's membership of the committees listed below:

**Appointments Committee** by May 15. *(Please note contractual change)*

**Reappointments Committee** by October 10.

**Scheduling Committee** by October 15.

Your submission should be to the College President, College Provost/Executive Vice President and the President of the FFECC. We have provided below the exact contractual language for appointments and reappointments election activities that must be completed no later than September 30.

### **ARTICLE 19 FACULTY APPOINTMENTS COMMITTEE** [page 19]

Composition.

No later than May 15th of each year, each academic unit, by secret ballot, shall elect two (2) members from each campus to serve on the Appointments committee within the academic unit... A listing of FFECC members on such committees shall be delivered in writing to the office of the College President, Provost/Executive Vice President, AVP of HR and the FFECC President by May 31st of each year. Term is effective June 1st of each year.

### **ARTICLE 30 REAPPOINTMENTS** [page 33]

Reappointments Committee – Academic Unit

By September 30 of each year, each academic unit, by secret ballot, shall elect four (4) faculty members, with at least one (1) member from each campus where the academic unit exists, to serve as the Faculty Reappointments Committee for purposes of reappointments. A listing of such members shall be delivered in writing to the office of the College President by October 10<sup>th</sup> of each year.

### **ARTICLE 33 SCHEDULING COMMITTEE** [page 38]

Each academic department shall determine the constituency of its scheduling committee(s), to be elected by September 30th of each year. A listing of such members shall be delivered in writing to the office of the appropriate College Vice-President by October 15th of each year.

Thank you for your cooperation.

Sincerely,

Andrew D. Sako, FFECC President



## Why is Contributing to VOTE-COPE Important?

FFECC's VOTE COPE drive is not asking for your life savings - we are just looking for a small regular payroll contribution. The money you contribute when combined with the VOTE COPE contributions of other FFECC members will make our voice stand out during election time.

Your donation will be taken out of 20 payroll periods over the course of the year. If you are already contributing, please consider increasing your share. Remember, donations to VOTE-COPE are not tax deductible.

Please visit our website at [ffecc.org](http://ffecc.org), email [ffeccoffice@ecc.edu](mailto:ffeccoffice@ecc.edu) or call 270-2938 for a contribution form.

## Caring for our colleagues

Dear Members:

Every year it seems, at least one of our members is in need of long term hospitalization or rehabilitation. The **Catastrophic Illness Bank** provides a safety net for members who have depleted their own sick and personal leave time. Members who have tenure, who donate to the bank are eligible to draw from it in their time of need. A contractual explanation of the Catastrophic Illness Bank can be found in the contract (Article 65, 2, a-h).

In order to donate time or request time please contact the FFECC office at 270-2938 or [ffeccoffice@ecc.edu](mailto:ffeccoffice@ecc.edu). This is a golden opportunity to prepare in case of an unexpected time of need.



Members at  
Fall 2018  
social at  
Buffalo  
River works



Thinking of buying or selling your home this year?  
Don't forget to take advantage of this great CASH BACK PROGRAM offered to you through your Union.

## 10% CASH BACK

with HUNT Real Estate ERA

**Exclusive FFECC member benefit with HUNT Real Estate ERA**

Earn **10% Cash Back\*** on the sale and/or purchase of your home AND **receive a \$350 discount on your mortgage application fees** when you use HUNT Mortgage.

### How to Qualify:

Before contacting a HUNT Real Estate sales professional, you **MUST** register with our HUNT Cash Back Program representative. To do so, contact:



### Amy Ganci

Licensed Real Estate Salesperson

Direct: 716-207-0479

Email: amy.ganci@huntrealestate.com

Office: 4283 S. Buffalo Road, Orchard Park, NY 14127

This is an Employee Benefit Service program offered exclusively through Faculty Federation of Erie Community College and HUNT Real Estate ERA.



\*10% Cash Back of the transaction side of the commission from the sale and/or purchase of your property



## STAY INFORMED

Please visit the FFECC website for additional, up-to-date information, additional events, date changes, and pictures of past events.

[www.ffecc.org](http://www.ffecc.org)

There is a members only section of our website. Please create an account to access this "MEMBERS" section where you can access many FFECC related documents.