

Union NEWS

Monthly Newsletter of The Westchester Community College Federation of Teachers

March 2004

President's Message

It's brainstorming time.

By Anne D'Orazio



Now, the negotiation process begins.

The Executive Committee of the Union will be contacting all department chairs to schedule times during

upcoming meetings to introduce the provisions of the new contract and solicit ideas for collective bargaining which we hope will take off in early May. There are some considerations to keep in mind.

First, is the vision discussed in the last issue of the *Union News*. Since our vision should provide the context for everything we do, it must shape our negotiation proposals. The processes can be joined. Part of our discussion of bargaining issues can include reference to what the union's vision of community college education should be.

Second, is the matter of short vs. long list or proposals. The short list approach says: Come up with several economic demands and two to three governance ideas and put them together into a small package with which negotiators can deal relatively easily and

quickly. The advantage is clear: Get the process over expeditiously—maybe even return bargaining to the track it should be on, namely settling in time for the contract to run its course without extensive delays, time lags, recriminations and “agonistes.”

The long list approach says: Come up with all possible revisions and improvements in the contract, present all of them to the other side and start whittling away until the parties arrive at a core (short) list. The advantage is that everyone's proposals are represented at the table and there is more opportunity to sift through the list to find the best ones. This process is, of course, much slower.

Third, is to keep the process open and transparent. This is certainly an important component in my vision of the Union. It means that everyone — on and off campus, full time and adjunct — gets to weigh in with suggestions, and that the final list, whether long or short, is reviewed by everyone before the first negotiation sessions start. It means that during negotiations, regular progress bulletins are issued so that no one feels blindsided when bar-

gaining ends and a package is presented to the faculty.

Finally, we must keep abreast of all contract negotiations in the County and the State. This is another part of a vision of a union as linked with fellow bargaining units in solidarity. We are not always able to help our brothers and sisters reach settlement. The stalled bargaining between the County and CSEA is a perfect example of this. But we continue to want to set as high a standard as possible in bargaining table gains and to be available for any kind of settlement tactics other unions want us to support. We have members, particularly adjunct members, who work at colleges with different unions. We have access to information from other unions through NYSUT. The more ideas we accumulate as we start, the better our final package will be.

Watch for notices about meetings to discuss contract proposals. Come with ideas and suggestions. And concentrate on conforming your issues to the long range goals for our union as we face the challenges of 21st century politics.

The merits of emeriti

By Tom Halsall



As a recent retiree who is now teaching at the college part time, I often wonder how the future could be different for full time faculty and administrators who choose to return to teach or become involved in some aspect of our community college life. How do we “fit in” as the college continues to grow and prosper?

Many of my colleagues would like to retain their professional standing after graduation. So who are we as a college community? Do we deserve respect and acknowledgement for our proven abilities and accomplishments after we retire? As many of our colleagues seriously consider retirement, we all need to get involved in a dialogue about what future role “the elders of the tribe” can play. Our college

(See “Emeriti” Pg. 2)

Let's keep things in proportion

By Mary Helen Finnerty, Adjunct, Behavioral/Social Sciences

It is an extraordinary time at this extraordinary place, Westchester Community College. Individual teachers that we are, so focused on our students and studies, are coming together to confront the adjunct dilemma. That almost invisible faculty, the part timers, has reached a critical mass, instructing almost as many (are we sure it's not as many, and soon to be most) students. Through the energy and determination of the WCCFT, these teachers have in the latest contract been given the dignity and benefit of a sick day per course taught.

In reality, though positive, this is a very small step, in a complex and a difficult situation. The college fulfills its valuable role with limited funding. It controls costs by employing part timers who are paid proportionally less, have no health protection, no paid office hours or facilities to

(See “Proportion” Pg. 2)



WCCFT NEWS

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Local 2431 American Federation of Teachers (AFL-CIO)
Affiliated with New York State United Teachers

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Calendar of Events

Monthly Meetings:

First Wednesday, 12:00, SC1102

Mar. 3, 2004

Forum on Bargaining

Apr. 7, 2004

Union Election

May 5, 2004

Health and Safety Seminar and
Committee Meetings

Upcoming Events:

March 5-7, 2004

AFT Higher Education
Conference

Emeriti

(Cont. from Pg. 1)

has a unique opportunity in the next few years to retain many talented individuals and to utilize their expertise and their resources inside and outside the classroom. So I decided to let my imagination run wild with a vision of how things might be in 2005 and beyond! This is my vision:

After 10 years of full time status at the college, all retirees would be granted the title of Emeritus, whether or not they continued working at the college. Emeritus faculty and administrators would be issued college ID cards indicating their status and listings in the college catalogue, website and all appropriate college publications. Emeritus colleagues would also have all library privileges and access to duplication services. College e-mail would also be available. If you teach a class, your name would be listed next to it in the SOI. Faculty emeriti should also have access to all programs sponsored by the Center for Faculty and be eligible for an appropriate percentage of travel and study resources. One more thing: department chairs should be able to re-



quest office space, keys and a telephone for their "senior" colleagues.

While enjoying these rights and privileges provided by the college, emeritus faculty and administrators would help future retirees to plan ahead by sharing first hand experiences, provide service in a variety of consultant and advisory capacities to the college community, participate in appropriate college seminars, lectures and other scholarly meetings, get support for professional proposals submitted to funding agencies and participate in special college projects. A few other areas covered would include mentoring of off-campus adjuncts, tutoring and advising students, and meeting with new and prospective students and their families. Emeritus members of the community can make important contributions towards promoting social and professional activities that use their skills and knowledge in the service of everyone at the college. I believe that retirement is a stimulating and productive time of life. I would not have done it if I did not think that I could continue to make an important contribution to the college. Many of my colleagues feel the same way.

Proportion

(Cont. from Pg. 1)

advise students, and no formal professional interaction. The union has the burden of protecting and improving the jobs of full timers, and also advocating for fairness and dignity for adjuncts. In an almost impossible situation, it will take time, patience, honesty, and good will (those sound like the traits of good educators!), to keep moving in the right direction.

The union has taken the moral high ground in calling for adjunct equity, for which it should be respected and applauded. But the WCCFT must also be practical. In the next negotiation, the idea of increasing fair proportionality in salary, benefits, and professional ac-

commodations should be a guide.

The first adjunct issue at the bargaining table should be redress of the huge disparity between what part timers earn per course and what full timers receive. After all, the college must also budget another 25% of salary in benefits for full timers, which adjuncts are denied. Of great concern too is the lack of any job security until 20+ semesters. "Callback status" should be awarded much closer to 7+ semesters, as it is in other professional settings.

The college could actually become a much more vibrant institution by maximizing the dedication of adjuncts to both their students and the college. The "don't ask, don't tell" treatment of adjuncts is unworthy of all involved.



Let the Sun Shine

The Professional Staff Congress (PSC) which represents the faculty of the two and four year colleges as well as the Graduate Center of the City University of New York has

drafted a "Blueprint for Renewal" as part of its bargaining agenda with CUNY's administration. The proposals PSC has made in the first round of negotiations reflect the vision of the union,

which is progressive in substance and participatory in form. The proof of this lies in the process: The PSC leadership is not afraid to publicize and compare its demands with those of the

CUNY management. We are reprinting selected issues from the PSC Contract Bulletin website to illustrate the collective bargaining currently in progress at our sister schools in New York City.

Their Vision and Ours: First Round of Demands

Issue	PSC	CUNY Management
Union protection	Ensure that all appropriate employees are included in the union and given full union protection.	Deprive many PSC members, including department chairs, of their right to be in the union.
Salary	Raise salaries across the board, at every level and rank.	Eliminate the current step system; grant raises within salary ranges only at discretion of the college presidents.
Workload	Increase reassigned time for research; decrease teaching load at senior and community colleges. End abuse of 35-hour week for HEOs.	End annual leave for full-time faculty on August 15. Increase workload for lecturers at EOCs and counselors at Hunter Campus Schools.
Quality of Life	Increase parental leave. Provide on-campus childcare. Expand tuition waivers for employee families and for adjuncts. Fully fund sabbaticals.	No proposals.
Class Size	Respect authority of departments to set size limits; compensate faculty whose classes exceed departmental limits.	No proposals.
Pay Equity for Adjuncts	Pay part-time instructional staff on the basis of parity with comparable full-time titles.	No proposal, except at EOCs—to freeze current adjunct pay rates.
Labor/ Management Relations	Recognize management's duty to negotiate with the union about changes in the terms and conditions of employment	Increase management's ability to act unilaterally.

Source: (<http://www.psc-cuny.org/bulletin3.doc>)

The Four Factors of "Fair Use": an online copyright scenario

By Sandy Schepis, Chair, WCC Digital Copyright Committee

The WCCFT-WCC agreement on distance learning sunsets with the current contract in August, 2004. We will all have to look at that agreement in light of three years experience and decide what to keep and what to change. And while we're thinking of distance learning, the WCC Digital Millennium Copyright Act committee would like us to be aware of the law regarding borrowing material for online (and classroom) use.

With this issue, the Union News offers the first of three hypotheticals on an instructor's rights when using someone else's work product.

A community college professor teaches Comp and Lit I online. Instead of using one textbook for the course, the professor selects separate works such as book chapters, poems and short stories from a variety of sources. The professor posts each

work within his or her WebCT shell. Students enrolled in the course need an individual password to access WebCT, where they have the option to print out the materials or read them from the screen. Does the professor's posting of the materials conform to the four factors of fair use? Let's weigh the factors!

Purpose: The purpose of each posted work is instructional and educational, which works in favor of fair use.

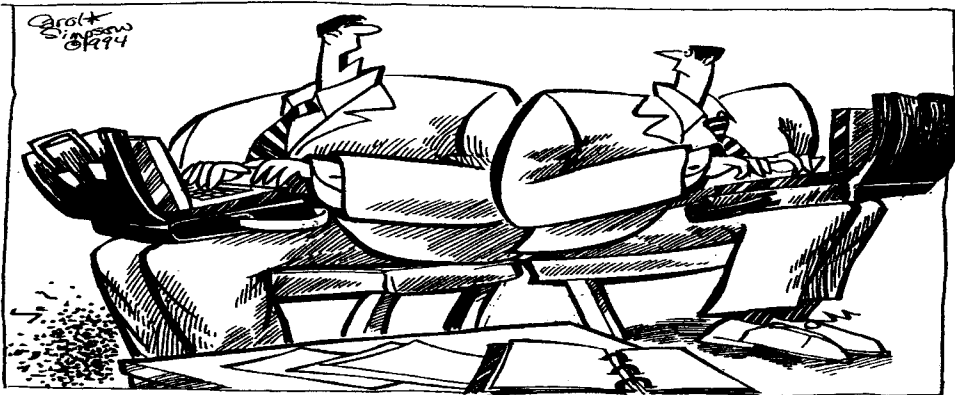
Nature: If the materials are factual, they probably fall under fair use. However, if they are creative, they are less apt to be judged as fair usage.

Amount: Fair use favors small parts of a whole. Therefore, limited chapters from the same book are permissible. However, entire poems or short stories may not follow fair use laws. The professor should consider secur-

ing permission to use entire works.

Market Effect: Since access to the materials is password protected for enrolled students, there is no significant effect on the potential commercial market for these materials.

Each situation must be judged individually according to the four fair use factors. If more factors weigh in favor of fair use, it is more likely that the materials are being used within the confines of copyright laws. If the factors do not weigh in favor of fair use, you must secure permission to use the material. For additional information, please go to Copyright Information within the Outlook Public Folders and read "Copyright Checklist for Distance Learning Courses." Please note that this scenario is not legal advice. Individuals should seek legal advice from their attorneys.



"Negotiations are moving too fast... At this rate we'll reach an agreement with the union in only 10 years."



WCCFT

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