

NTT Bargaining Session

Friday, January 12, 2024

9:00-11:30AM

Attendees:

Josh Rodriguez

Diana Barnes

Ruth McAdams (notetaker)

Erika Schielke

Sean Collins (SEIU)

Will Kennerly

Eileen Sperry

Johanna Mackay (zoom)

Pete Murray (zoom)

Greg Spinner (zoom)

Sylvia Stoner-Hawkins (zoom)

Barbara Garbin (zoom)

Patrice Malatestinic (zoom)

Sarah Delaney Vero

Janet Casey

Rob Manfredo

9:00 Tech-related delay.

9:10 Rob starts meeting, presents admin counterproposals. Admin wants to package **III, V, and XIV (mgmt rights, union security, and no strike/no lockout)**. They are willing to give us “closed shop” (article V)—they adjusted the language here. But giving us “closed shop” is contingent on our acceptance of XIV (no strike/no lockout).

9:13 **Article XVI, Institutional support.** Rob thinks we’re close to agreement. They have modified section 5 on office space. In that section, they are still splitting it into separate sections for FT and PT, but on the content we’re close.

Section 7 on PT email access. They are insisting it’s an IT issue, can’t be solved. It’s linked to the timeline on which PTers are invited to come back.

Section 8 on library access is the same as they presented previously, possibly some new language about how “Research Associate” status is conceived. Sean appreciates the clarification. Sean asks if they’d be amenable to the idea that it would be grievable but not arbitrable? Our interest is in whether the extension of the courtesy is being evenly applied. Rob says they’ll consider.

Section 10. Directory Listing. Their proposal is unchanged. Sean points out that in many cases PT faculty do already have bios and stuff listed on the website, so it's something that is currently happening already. Janet acknowledges that most depts do want to put PTERS on the webpage. In some depts, admin assistants have been trained to update the website, whereas in other depts, it gets sent to communications, where there is a long queue, so by the time they get to it, the person has left, etc. There is no consistency in who updates the webpages.

9:22 **Article XVII.** Rob presents counterproposal. They envision a more streamlined article. The law changes very frequently, so they want the CBA to just allude to the existence of policies, rather than have policies. And HR is already working on this stuff internally, so they don't think they need to be part of the CBA. "We need to be mindful of the climate nowadays." Cites US Supreme Court decision that eliminates commitment to affirmative action!

Sarah: "I really appreciate the fact that the NTT faculty have taken time to commit to this.... The FHB needs some significant updates. I agree in principle w the proposal you've provided. I'd like to work together to make those changes to the FHB." Sarah presents the name policy. They've worked with CIGU and IPPC on it. There are IT challenges wrt names, btw. Sarah thinks we are on the same page. But this stuff also applies to other employees. She'd like to take this and then apply the changes across the board. Doesn't serve the community to have different EEO policies across different kinds of employees. "You've identified some great changes." On the specialized orientations, they are working on that. Admin does not request info about identities when new ppl are hired, bc the law, so this creates challenges. They are committed to creating affinity groups that cross different categories of employees. They are really committed! Sarah claims exit interviews are not currently done.

Sean confirms that our members, IGR have encouraged exit interviews. He understands their concerns about inconsistent policies across the faculty, but we think that we can lead the way on some of these. We want to push the envelope.

9:32 Diana asks about the ppl on Zoom. IT walks in. [Fumbling with technology]

Ruth asks if Sarah is claiming that departing TT faculty are also not offered exit interviews (because they def are). Janet says that departing TT faculty who are offered exit interviews mainly decline the invitation. Sean points out that our proposal just proposes that exit interviews be offered, doesn't compel the unit member to do it.

Sean asks if the admin has any issue with our proposal (Article XVII, Section 6) that any violation of this article would be started at grievance step 2 (rather than step 1). Rob thinks that a violation of this article might not be part of the grievance process at all. Sean thinks we need to talk about this in caucus, suggests it could be a concern.

9:39 **Article II, Section 2.** Rob refers to our proposal from the 12/15/2023 bargaining session, which had attempted to get NTT chairs included in the unit. Apparently two of them wrote to admin objecting. Sean confirms that this was a misunderstanding; we'll return to our previous proposal on this.

9:40 Caucus. No notes during caucus.

10:46 Meeting resumes. Sean confirms that we'll revert to previous proposal on **Article II, Section 2.** It was a misunderstanding.

Article III, Section 1, 6th bullet on evaluation: we feel it's duplicative and would request eliminating it. Rob observes that they have cut that bullet down to avoid stepping on toes of our evaluation proposal. Ruth confirms that it still steps on the toes of our evaluation proposal, Article XXIII, to which they have not yet responded.

8th Bullet: we would eliminate and replace w what was in our previous proposal from 12/15/2023. Rob asks about their parenthetical language—are we okay with it? Sean thinks basically no.

Otherwise, we're close on Article III.

Article V. We appreciate the admin's response, we're getting closer. We think that some of the content in section 1 (unit members in good standing) needs to go into section 2 (beck objectors) to avoid muddying waters about who is in good standing. We will need to revise this language and will provide a counterproposal.

Rob asks if we're planning to expand section 2? Sean thinks that basically yes. Rob asks informational question about how Beck works with SEIU. Is it a reduced deduction or a reimbursement? Sean confirms that the deduction itself is reduced (no reimbursement).

Sean confirms that overall, we like packaging **III** and **V**, but we can't accept **XIV** as currently written at this time, bc it's so tied up in benefits, wages, appointments, assignments. Rob confirms that their willingness to move forward w closed shop on union security (**V**) is contingent on our accepting of **XIV**. Rob confirms that XIV is a very important aspect of their package. Sean references an example at Marist College (also represented by Rob's firm) in which health care changes reopens the question of strike/lockout. We want to preserve that right.

10:57 **Article XVI Institutional Support, Section 5.** Sean confirms that we can agree to content of their language, with the inclusion of studio space. But we want it to be one section, one agreement.

Section 7. We're reverting to our original proposal wrt part-time faculty email access. Part-timers need full year email access. We think they need to hire all PTers on full-year appointments, even if they aren't teaching in one of the semesters. This is already happening in music, where private lesson instructors are hired for the full year, even if they have no students for all or part of the year, and thus keep their email addresses year-round. Let's just do that for all the PT faculty. We think this is just the simplest way to go about this. Admin doesn't want them corresponding with students over personal email, obviously. Example of one PT faculty member's unpaid bill for soil testing that got sent to collections!

Sarah: "You are completely reasonable. I have actually found this to be the most frustrating thing we have talked about, because I totally understand the reasons behind it."

Ruth references working at a previous institution where she corresponded with her students over gmail the entire time. She now realizes that this would have been a FERPA violation. She knows that the admin does not want this to happen, suggests that it is what will happen if institutional email addresses continue to be shut off so early and often. Sean observes that PT unit members have pushed back on the NC's earlier proposal to get email forwarded—PTers feel that that is inadequate. Diana: "Isn't there a different way to consider this? Some kind of alternate categorization?" Sarah acknowledges that this has been frustrating. Eileen observes that she had email over the summer before she started at FT, even tho she wasn't an employee at that time.

11:07 Section 8. Sean confirms we can agree to their additional language with one small change, namely that we want these decisions to be grievable but not arbitrable.

Section 10. We want to maintain our proposal as is, with additional language "as provided by the unit member." Sean points out that there's no timeline here—we can be flexible on the timing.

11:09 **Article XVII on nondiscrimination policy.** Eileen thanks admin for providing the name policy, which we need some time to review. More broadly, Eileen observes that we are reticent to simply reference policies in the CBA rather than include them. We would want changes to be subject to impact bargaining at least. She notes that all of these policies exist in several places and several forms. E.g. in the name policy they provided, there is a section "nondiscrimination policy" that isn't just about names, but is rather broader. But we know that there are other places where nondiscrimination policies are housed and we believe there are inconsistencies between them. We need there to be clear, consistent defined language and we want the CBA to include it.

Eileen reports that we spent some time discussing exit interviews during the caucus. Of course, we don't want them to be obligatory, but we do want them to offered to departing NTT faculty. Sarah asks about who would be offered them: just ppl who leave

before the end of one appointment or ppl who decline a new appointment? Eileen thinks probably both.

Janet observes that the DOF is not tracking which NTTs are coming and going(!). Eileen says that we are aware of that, and that we feel the info needs to be tracked. Ruth comments that we do need to add some language to our proposal clarifying with whom the exit interviews take place.

- 11:16 Sean returns to question of what things under **Article XVII** are grievable. We do think that according to Article IX (grievance), lots of things in Article XVII are grievable. We acknowledge that we can't grieve Title IX-related stuff, but there are other things, for example around discrimination on other bases (religion, etc).

Rob disagrees with Sean's understanding of Article IX, thinks that a lot of things aren't grievable bc covered by existing policies in part 6 of the FHB. Sean thinks we're not grieving a determination, we're seeking a determination. Lots of back and forth here. Difference of opinion hinges on the meaning of the word "report." Rob argues that they are bound by law to comply with NYS policies, etc. Rob thinks that grievance process wouldn't be adequate to comply with NYS law in the event that someone is discriminated against on the basis of, e.g., their sexual orientation.

Eileen asks about the distinction between being discriminated against and facing professional/employment consequences related to that discrimination. Rob riffs here for a while—there are lots of different possible cases. Sarah thinks that some of the things Rob is mentioning would actually be grievable. We need to find the line.

- 11:25 Sean initiates scheduling future meetings. **Next Friday 1/19 is cancelled. We're on for 1/26, possibly at 2:30 (until 6?!).** Rob will touch base about an agenda. They'll make sure the IT gets set up, given the problems this time.

- 11:26 Meeting adjourned.