

NEGOTIATIONS UPDATE

With "Friends" Like These, We Don't Need Enemies. The Governor And The State College/University Presidents Are On The Attack.



Governor Chris Christie

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State UniversityDr. Herman J. Saatkamp,
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President, Thomas
Edison State College

The State's non-economic and economic demands in the current contract negotiations are far beyond anything the Council has faced in its 38 year history. The State has thus far given your bargaining team 68 proposals. These proposals represent an attempt by the Governor and the Presidents to weaken our Union, attack our professionalism, and further damage a system of Higher Education that is in disrepair. Their collective intent is to shred our agreements and your rights.

For your convenience, a summary of the major economic and non-economic demands follows.

THE STATE'S ECONOMIC DEMANDS (SUMMARY)

- Salary freeze for all AFT unit members for the next four years.
- Eliminate increments (steps) after June 30, 2015.

- Eliminate tuition reimbursement for all employees.
- Eliminate career development for all employees.
- Potentially eliminate or reduce the number of sabbatical leaves.
- Delete the clause requiring consistency in the quality of the benefits at no additional increase in cost to the employee.
- Increase the percent of faculty that management can hire on three, four and five year non-renewable contracts from three to five percent.
- Eliminate the Union's current right by contract to appoint one employee observer to each college/university-wide committee.
- Remove the Union's right to challenge the removal of a chairperson or the appointment of an acting chairperson without a subsequent election.
- Increase the amount of money the local Union has to pay for its president's release time.
- Discourage librarian or professional staff from serving as Council or Local presidents.

THE STATE'S NON-ECONOMIC DEMANDS (SUMMARY)

Attack on our Union:

- Limit the information the colleges/universities are required to provide the Union.

Attack on Faculty:

- Redefine the academic year as September 1 through June 30, requiring that faculty attend meetings and remain accessible

State's Proposals *(from previous page)*

to students and colleagues throughout that time period.

- Eliminate the requirement that the college/university President inform the Promotions Committee of the number of promotions available.
- Eliminate the obligation of the Presidents to provide the Promotion Committee reasons if there is disparity between the Committee's recommendations and the president's recommendations.
- Reduce the amount of additional compensation provided to faculty working on external grants.

- Specify that faculty hold a minimum of five office hours per week.

Attack on Professional Staff:

- Reduce multi-year contracts to a maximum of two years.
- Eliminate the "good cause" clause when the administration decides not to renew a multi-year contract.
- Eliminate the requirement for directors to hold periodic staff meetings that generally provide opportunity for professional staff input and discussion.
- Compel professional staff to take vacation leave when the college/university implements a full or partial closure.
- Impose a 6 month career limit on the use of Special Sick Leave.

- Remove clause that states a reasonable Special Sick Leave request shall not be denied.

Attack on Adjunct Faculty:

- Provide college/universities the right to reduce adjunct faculty pay rates during the duration of the Agreement.
- Eliminate the ability for an employee to discuss potential grievances with his/her supervisor without filing a formal grievance.
- Eliminate the requirement that the administration send job announcements to the local before official posting.
- Rejected some of our most reasonable proposals related to reappointment rights, office space and compensation for cancelation of classes.

STATE'S ECONOMIC and NON-ECONOMIC DEMANDS (ELABORATED) FULL-TIME/PART-TIME UNIT

Grievance Procedure for Professional Staff:

Article VII E. 4

Multi-Year Appointments for /Full Time Professional Staff: Appendix I, Article I. A

For decades the grievance procedure has contained a provision that provides job security to professional staff on multi-year contracts. In the event the administration decides not to renew a multi-year contract, the administration must prove "good cause" before an arbitrator. The State is proposing to eliminate this clause in its entirety, which treats professional staff on multi-year contracts as if they were still probationary employees.

It gets worse. The State further proposes to reduce multi-year contracts to a maximum of two years. Currently, after a five year probationary period, professional staff are eligible for three year, then four year and subsequently, five year multi-year contracts.

Employer-Union Information Exchange:

Article VIII, D.

The State proposes to limit the information it is required to furnish the Union by eliminating the requirement that it provide "relevant publicly available information that shall assist the Union in developing intelligent, accurate, informed and constructive programs." Apparently, it would prefer that the Union develop foolish, inaccurate, misinformed and destructive programs.

Union-Board Relations: Article IX, D.

The State proposes to delete a provision that gives the Union the right to appoint one employee observer to each college-wide

committee. Union observers have served an important role in ensuring that committees follow procedures and adhere to their assigned mission. Why would your college/university presidents want to keep union observers off college-wide committees? What does that say about their posture toward labor-management relations?

Faculty Responsibilities:

Article XII, A., B.7, & C.

The State seeks to redefine the academic year as September 1 through June 30, requiring faculty to attend meetings, as required, and to remain accessible to their students and colleagues throughout that period. Currently, faculty are paid through June 30th but their duties end when final grades are submitted. Furthermore, the State proposes that faculty hold a minimum of five office hours per week.

The expired Agreement already stipulates that "assignment of non-teaching duties within load for a faculty member, for any purpose, is a matter of academic/managerial judgment of the College/University." The State seeks to delete the remaining language which merely requires the administration to consult with the local union regarding such assignments and gives a faculty member who believes he or she is being treated in an inequitable manner the right to an administrative review.

The State would also delete language that ensures that "faculty responsibilities which have been traditionally performed by the faculty and are reasonable and consistent with sound academic practice shall be continued consistent with previous practice." The right to continue past practices

that have proved beneficial over the long term has always been in the interest of faculty – which is why the State wants to eliminate it.

**Appointment and Retention of Employees:
Article XIII, O.**

To accommodate the Presidents in the last round of negotiations, the parties agreed to allow each College/University to hire up to 3% of the faculty on two or three year non-renewable teaching appointments. Having secured this foothold, management now seeks the discretion to hire up to 5% of faculty on two, three, four or five year non-renewable appointments. This permits the administration to hire more contingent faculty and fewer tenure track faculty.

Promotional Procedure: Article XIV, D

The existing promotion procedure requires the President to inform the Promotions Committee of the number of promotions he/she plans to grant. In the event the President's recommendation to the Board of Trustees differs from the recommendations of the final promotions committee, the President is required to provide the committee with his/her rationale.

The State (read: Presidents) want to eliminate both requirements. The Presidents will have no obligation to provide the number of promotions to the promotions committee, nor will he/she have any obligation to give the committee reasons why his/her recommendations differed from theirs. Fairness and accountability are apparently not issues of concern for the Governor and the Presidents.

Professional Staff: Article XVI, B.1, G., J., & K.

In addition to deleting the ban on split shifts and eliminating the requirement that unit directors hold periodic staff meetings where professional staff may suggest items for discussion, with this proposal the State seeks to make it harder for professional staff to teach courses, and eliminates Personal Development Leave.

**Department Chairperson:
Article XVIII, A., B., D., & F.**

Department Chairpersons have historically been elected by the members of the department and appointed by the President for three year terms, although the President reserves the right to reject the elected candidate, which may result in the appointment of an acting chairperson pending a new election.

In the State's proposal, the department members make a recommendation, which appears to require the concurrence of the Dean, before it is forwarded to the President. The president has the right to remove a chairperson from office prior to the completion of his/her term for poor performance and to appoint an acting chairperson, for any reason, who may fill out the term without being required to stand for election. The department faculty will have no recourse to challenge the removal of a chairperson or the appointment of an acting chairperson without a subsequent election.

**Salary and Fringe Benefits Agreement:
Article XXI, A-F.**

The State seeks to make payment of our salaries contingent on "full funding for these specific purposes." "In the event the State does not appropriate and allocate full funding... the College/University shall have no obligation to provide such benefits and payment for any such benefits shall be at the sole discretion of the College/University." Since the State never fully funded the negotiated salary increases, the State Colleges/Universities would not have to pay them, thereby nullifying our economic gains at the negotiating table.

If the State has its way, there won't be any across the board increases for anyone because it is proposing a four year salary freeze. Increments will be payable ONLY between the first pay period of 2014 to the June 15, 2015. No step increments will be paid after June 30, 2015.

This is not a typo. The State proposes to freeze salary for four years and permanently eliminate increments at the expiration of the new agreement per the Presidents' wishes.

Funding for the Tuition Reimbursement Program and the Career Development Program would be totally eliminated. In fact, these programs would cease to exist.

**Vacation/Sick Leave:
Article XXIV, B.5 & D.**

The Council has always taken the position that the existing contractual language does not allow the State colleges/universities to compel employees to take vacation leave. Apparently, we are correct, because the State proposes new language that would compel our professional staff to take vacation leave where the College/University implements a full or partial closure. Such periods would be limited to 10 working days per fiscal year and the employee must receive six months' notice.

Under the Special Sick Leave article, employees unable to work full-time but who are capable of working a reduced load or work hours, may use pro-rated sick leave. The State seeks to impose a 6 month career limit on the use of special sick leave and to delete language stating that "an employee's request to use Special Sick Leave shall not be unreasonably denied."

Sabbatical Leaves: Article XXVII, Preamble, A. & B. 8

According to successive Agreements, all State Colleges/Universities must offer a negotiated number of sabbaticals every year for which full time tenured faculty may apply, right? Not if your presidents have their way. They would leave it to their "sole discretion" whether to establish a sabbatical leave program at all, and if so, how many sabbaticals they will fund. They would also delete the language that allows you to engage in outside employment as long as it does not conflict with the purpose of the sabbatical.

Tuition Reimbursement: Article XXVIII

The State proposes to eliminate Tuition Reimbursement for employees enrolled in a terminal degree program related

ADJUNCT FACULTY UNIT (ELABORATED)

STATE'S NON-ECONOMIC DEMANDS

Grievance Procedure: Article VI, C.

You may have always thought that the best way to resolve grievances is informally. If you did, you were right. The State, however, wants to eliminate the clause that allows employees to discuss a potential grievance with his/her immediate supervisor, with or without the presence of a union representative, before filing a formal grievance. Why? Draw your own conclusions.

Employer-Union Information Exchange: Article VII, C.

The State proposes to limit the information it is required to furnish the Union by eliminating the requirement that it provide "relevant publicly available information that shall assist the Union in developing intelligent, accurate, informed and constructive programs." Apparently, it would prefer the Union to develop foolish, inaccurate, misinformed and destructive programs.

Vacancies: Article XI, A.

Adjunct faculty have no formal career path, but at least they may apply for full time and regular part-time time faculty positions. The current Agreement requires the administration to send

the job announcement to the local before posting it. Better than nothing, right? The State seeks to eliminate this modest provision. Just goes to prove that you can always depend on your administration to look after your best interests.

Availability of the Agreement: Article XXI

The State has always assumed the cost of printing the Agreement for distribution to all employees, but now it proposes merely to make it available online at each College/University.

STATE'S ECONOMIC DEMANDS

Salary: Article XIV, A.

The State proposes a salary freeze for the next four years..

Additionally, your institutions already have the right to pay adjunct faculty over the minimum rate, but seek to **eliminate** language that prevents them from reducing these rates during the term of the Agreement.

Finally, the State thus far has outright rejected some of our most reasonable proposals related to adjunct faculty reappointment rights, office hours, office space and compensation for cancellation of classes.

State's Full-Time/PT Proposals Elaborated
(from previous page)

to their areas of teaching and work. Even the current measly \$150 per credit maximum is considered to be too generous.

Appendix III: A. Harry Moore School

A. Harry Moore School faculty currently receive the same notice of impending layoffs under Article XLI as other faculty, i.e. 195 days for a financial retrenchment and a full academic year for programmatic retrenchment.

The State proposes to exempt A. Harry Moore Employees from the Article XLI and to give them no less than 45 days for notification of a layoff. This is a blatantly unfair change for these employees.

Letters of Agreement

Finally, the State proposes to delete 14 of the 19 Letters of Agreement including those covering Health Benefit Cost Containment Committee, Hours of Work, and Transition to Retirement and most notably Tuition Waiver for Dependent Children, Spouses and Parties to a Civil Union.

While negotiations resume and continue this month, spread the bitter truth to your colleagues, especially those who think their administration is their friend. Talk to your Presidents. They are the ones who are behind many of these demands and if not, they can urge the State to drop them. Start thinking of what it will take to get a decent contract. Your local and the Council want to hear from you.

NOW MORE THAN EVER, SIGN UP FOR COPE!

Our governor and his anti-union allies in the State Senate and Assembly constantly attack our contracts, wages, pension and benefits. COPE (Committee for Political Education) funds your union's legislative efforts and supports candidates who support and promote issues important to you and your union. COPE contributions come through

payroll deductions – you set the amount you wish to contribute from your paycheck. COPE funds are needed more now than ever before to support legislators who will protect our bargaining rights and the labor agenda. Without a union-friendly legislature there will be no checks and balances. Ask your local (or call the Council at 908-964-8476) for a COPE card today!