

COUNCIL of NEW JERSEY STATE COLLEGE LOCALS AFT/AFL-CIO



1435 Morris Avenue
Union, NJ 07083
908-964-8476
FAX 908-688-9330
www.cnjscl.org

Tim Haresign
President



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Enclosed is a secret ballot for you to cast your vote on the tentative 2015-2019 Full-Time/Part-Time Unit Agreement. The Council negotiating team, which included representatives from each of the Council's local unions, strongly urges you to vote YES to ratify this agreement.

Negotiations Background:

After nearly 2 years of difficult negotiations with the State and the State College/University presidents, the Council of New Jersey State College Locals reached a tentative agreement late Thursday evening on June 29, 2017. This Agreement protects working conditions for more than five thousand full-time faculty, librarians and professional staff. The State's large and onerous list of demands for givebacks was unprecedented in the Council's bargaining history, forcing the Council's negotiating team to tenaciously defend hard fought for items in our contract that have been extremely important over the last several decades.

Among the more onerous proposals that we were successful in getting the State to withdraw or change:

- **Academic Year and Faculty Responsibilities** – Would have redefined the academic year to June 30, which would have required faculty to return to campus after graduation to perform any other duties the college/university desired. *The definition of the "academic year" is being considered by an arbitrator. That decision will be the final determination of a 2010 grievance.
- **Teaching Credits for Labs & Studios** – The State's initial proposal would have equated the number of teaching credits for lab & studios to the student credit hour, which could have been zero. (See page 4 **Teaching Responsibilities (Article XII.B.4)** for what was negotiated)
- **Professional Staff** - The Colleges /Universities wanted to immediately move all professional staff serving on five year or four-year contracts to three years and eliminate 'good cause' protections for multi-year non-renewals.
- **Special Sick Leave** – A request for Special Sick Leave must be for a period of one full semester, may be made **only once during the term of this agreement**, and shall be made at least one month prior to the start of the semester for which the request is being made.

Major items agreed to and subject to member ratification:

- **Salary Increase (Article XXI, A-C)** – 2015 - 0%, 2016 - 0%, 2017 – 1.75%, 2018 – 1.5%; these are the same increases that were agreed to by IFPTE.
- **Steps-Increments (Article XXI, D)** – Anyone who was due to move up a step in fiscal years 2015 and/or 2016 will receive those step(s) retroactive upon ratification, in the first full pay period of July, 2017 (for 12-month employees) or the first full pay period of September, 2017 (for 10-month employees). Additionally, if you are also due to move up a step in fiscal year 2017, you will receive that as usual.

What this means is that if you were due an increment or multiple increments over the last two years you will see a salary increase of between 3% and 14% depending upon what range and step you were at as of June 30, 2015. In addition, if you were promoted any time between July 1, 2015 and July 1, 2017 you will additional step at your salary range, adding another 4%.

Examples: If you were on Range 22 Step 5 in September 2015 and should have moved to Step 6 and then to Step 7 in 2016, you will be placed on Step 8 in the relevant first full pay period because you would have moved to Step 8. Thus, if you were at Range 22, Step 5 earning \$64,897 you will be placed on Step 8 in July or September. Your annual salary would be \$74,289, which is an increase of \$9,392 or 14.47%.

If you were on Range 32 Step 8 and should have moved to Step 9 in 2015, and 39 pay periods later you would have moved to Step 10, you will be placed on Step 10 in the 1st full pay period. Thus, if you were at Range 32, Step 8 earning \$118,944, you would earn \$129,992 at Step 10, which is an increase of \$11,048 or 9.29%.

Here is a link to the new 2015-2019 annual salary charts (note subject to final approval by the State): <http://www.cnjscl.org/2017%20FT%20ratification/2015-2019%20Annual%20Salary%20Charts.pdf>

These increased salaries will be effective only after ratification but will be payable retroactive to the 1st full pay period of July or September.

- **Multi-Year Appointments for Professional Staff (Appendix I)**– All multiyear contracts shall be for three years, unless the employee is on a four-year or five-year contract as of June 30, 2017. For employees currently serving in a four-year contract as of June 30, 2017, the next two succeeding contracts, if granted, shall be for four years. After that, contracts shall be granted for three years. For employees who are serving in a five-year contract as of June 30, 2017, their next two succeeding contracts, if granted, shall be for five years. The contract after that will be for four years. Thereafter, all contracts granted shall be for three years.

What this means is that it will take 14 years for a professional staff member serving on a five-year multi-year contract to get renewed to only a three-year multiyear contract. It will take 8 years for professional staff member serving on a four-year multiyear contract to get renewed to only a three- year multiyear contract.

- **Summer Session Rate (Article XI, C): Increased by a total of \$75 per teaching credit effective 2017.** We took the increase up front in 2017 rather than divide it over two years.

RANK	2015	2016	2017	2018
Professor, Associate Professor, Assistant Director in the Library (Professor in the Library) Librarian I (Associate Professor in the Library)	\$1500	\$1500	<u>\$1575</u>	<u>\$1575</u>
Assistant Professor, Instructor, Librarian II (Assistant Professor in the Library) Librarian III (Instructor in the Library)	\$1450	\$1450	<u>\$1525</u>	<u>\$1525</u>
Professional Staff	\$1450	\$1450	<u>\$1525</u>	<u>\$1525</u>

- **Overload Rate (Article XII.B.3): Increased by a total of \$75 per teaching credit effective September 2017.** We took the increase up front in 2017 rather than divide it over two years.

Title	Sept 2015	Sept 2016	Sept 2017	Sept 2018
Professor, Associate Professor, Assistant Director in the Library (Professor in the Library) Librarian I (Associate Professor in the Library)	\$1500	\$1500	<u>\$1575</u>	<u>\$1575</u>
Assistant Professor, Instructor, Librarian II (Assistant Professor in the Library) Librarian III (Instructor in the Library)	\$1450	\$1450	<u>\$1525</u>	<u>\$1525</u>
Professional Staff	\$1450	\$1450	<u>\$1525</u>	<u>\$1525</u>

- **Grievance Procedure (Article VII)** — gained contract language that for the first time explicitly grants an arbitrator, under certain circumstances, to grant a one-year contract renewal with a Performance Improvement Plan for a non-renewal of multiyear professional staff.
- **Department Chairpersons (New Letter of Agreement)** – Department chairpersons can be the immediate supervisor of professional staff for the purposes of performance assessment, including but not limited to promotion and reappointment.
- **Health Benefits, Prescription & Dental (Article XIX)**– modified slightly to comport with health benefit changes signed into law July 2011.
- **Assistant Professors (Article XIV)** may apply for and be reviewed for promotion to the rank of associate professor concurrent with their reviews for tenure, and advancement in rank may be awarded concurrent with tenure.

- **Librarians (Article XVII)** may apply for and be reviewed for promotion to the next highest librarian title concurrent with their reviews for tenure, and advancement and title may be awarded concurrent with tenure.
- **Program Assistants (New Letter of Agreement)** – all staff currently serving in a Program Assistant title will move up to the next higher title of PSSIV, which will put them on a higher salary range and a pathway to career advancement. The title of Program Assistant will no longer be used for any newly hired professional staff.

Items reserved for local negotiations:

- **Teaching Responsibilities (Article XII.B.4)** - teaching credit hours are defined as per the existing practices and policies in place as of July 1, 2017. They can be changed through local negotiation if desired, but no College/ University can impose any negotiable term or condition without exhausting NJ PERC' s impasse procedures. Any local agreements that are negotiated on this issue shall be subject to binding arbitration should disputes arise over the implementation of those agreements. Until now, binding arbitration is something we have never been able to gain for the local bargaining table. Additionally, many of the institutions' presidents claimed that their members would get a better deal if all contracts are locally negotiated. **With any local agreements on Teaching Responsibilities it will now be incumbent on these presidents to make good on that claim.**
- The colleges/universities proposed that several other issues be reserved for local negotiations, which we rejected.

To review the Tentative Agreement MOAs in full, please visit the Council's website at www.cnjscl.org .

Please cast your vote by using the enclosed official ratification ballot and then place it in the envelope marked "SECRET BALLOT". DO NOT SIGN THE BALLOT. Place the SECRET BALLOT envelope in the business reply return envelope. Do not alter the control number on the business reply return envelope and do not use a return address label. Only ballots that are placed in the SECRET BALLOT envelope and returned in the business reply return envelope will be counted. Your ballot must be received in the Council office by 5 pm on August 7, 2017 to be counted.

Make your voice count — cast your ballot today!