

# THE KFT VOICE

Volume 17 \* Issue 1

Kean Federation of Teachers - An Association of Professors, Professional Staff and Librarians - Kean University, Union, NJ 07083

September 2012

## VOTE 'YES' ON MASTER CONTRACT RATIFICATION

By James A. Castiglione, KFT President

### Tentative Contract Agreement Reached

On July 2<sup>nd</sup>, our statewide Union's negotiating team came to a tentative resolution with the State of New Jersey on our next four-year Master Contract. If you have not had a chance to familiarize yourself with the terms of this tentative agreement, a summary is available in hardcopy here in this edition of the KFT Voice. You can review this summary on pages 4 and 5 of this issue and find the link to the full text of the contract.

### Ratification Vote Set for September 7<sup>th</sup> - 28<sup>th</sup>



Before they can be finalized, contracts are subject to ratification by full dues-paying members. Ratification votes are a type of referendum, the purest form of direct democratic action available and represent our Union's commitment to the democratic process, one of the labor movement's core principles. Our Union urges all of our members to make their voices heard by voting on ratification in September. The details are as follows:

**Eligible voters:** Only full dues-paying members are eligible to vote

**Ballot type:** Paper ballots only via U.S. mail

**Voting begins:** Ballots mailed and voting opens on September 7<sup>th</sup>

**Voting ends:** 3pm on September 28<sup>th</sup>. Ballots must be postmarked by September 28<sup>th</sup> or received in the State Council office by 3pm on September 28<sup>th</sup>. Any ballot not meeting these criteria will not be counted.

**Final tally:** Ballots counted on October 3<sup>rd</sup> at the State Council.

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## PROFESSIONAL STAFF DEFEND STATUS IN NEW CONTRACT

By Linda Bradbury, KFT Co-Vice President/Professional Staff Committee Chair

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Approximately 60 people, including the State Council staff representative, Bennett Muraskin, attended the Professional Staff Luncheon meeting on Tuesday, August 7th. After introductions, there was a moment of silence in memory of CNJSCL President Nick Yovnello, who passed away in a tragic car accident on Saturday, July 7<sup>th</sup>.

The main issue discussed at the meeting was the tentative Master Contract agreement. Both KFT President James Castiglione and I had served as delegates at the contract negotiations meetings. As one of approximately nine Professional Staff dele-

gates, I also met in several small group meetings with select members of the State's contract negotiations representatives, some of whom were representatives from the administration of our sister institutions.

The negotiations meetings were long and arduous, with an unprecedented number of proposals submitted by the State. Onerous demands for givebacks forced the Council's negotiating team to defend hard-won items in our contract that have been extremely important over the last several decades and to fight back against new items proposed by the State that were particularly egregious.

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## VOTE 'YES' ON MASTER CONTRACT RATIFICATION

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### Reasons for Ratification

Our Union urges you to vote 'YES' on ratification. These were very difficult negotiations – probably the most difficult in the history of our bargaining unit – stretching over 14 months and taking place in an extremely hostile fiscal and political environment. In the end, our bargaining team was able to achieve an overall economic package comparable to our sister unions (CWA, IFPTE195) in our sector of higher education. We also successfully staved off the worst of the regressive attacks of the College and University Presidents on hard-won contractual rights that are so important for protecting the professional lives of our hard-working faculty, professional staff and librarians. Under the circumstances, we believe it is the best that could have been done.

There is great uncertainty about what would happen in the event that the contract were rejected by our statewide membership. Initially, the two sides would return to the bargaining table, but it is not clear that our position would be enhanced. There is also concern that having seen negotiations dragged out for well over a year, the State would

be more inclined to move quickly to declare impasse and begin imposition procedures. This process could end with the Governor imposing the State's last, best offer, an offer that could be more regressive than the tentative agreement currently up for a vote. For these reasons, our Union urges a 'YES' vote on our Master Contract ratification.

### Members' Questions Encouraged

Plenty of time will be reserved for an open forum for questions and answers about the tentative agreement at the KFT Welcome Back Meeting on Monday, September 10<sup>th</sup>. The meeting has been scheduled so as not to interfere with the rush of activity during the first week of class, but also to provide the maximum amount of time for members to get questions answered about our tentative agreement and the ratification vote as early as possible.

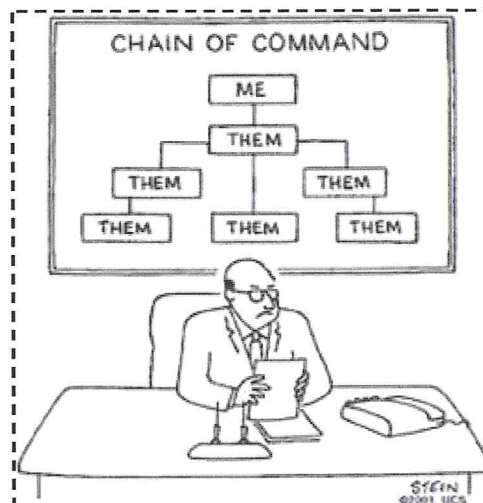
Also, members who have questions about specific clauses or language of the tentative contractual agreement are invited to email those questions to [kftoffice@kft2187.org](mailto:kftoffice@kft2187.org) at the KFT office. We will use your inquiries as a basis for providing answers in future communications. ♦

### Please mark your calendar

**KFT Welcome Back Meeting**  
**Monday, September 10**  
**3:30 pm**  
**Little Theater, University Center**  
**Agenda:**  
**President's Address**  
**Tentative Agreement Q&A**

**Reception following**  
**4:30-6 pm**  
**Cougar's Den, University Center**

### *A little Labor Humor*





## PROFESSIONAL STAFF DEFEND STATUS IN NEW CONTRACT

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As a result of our tenacity, the State withdrew its proposals to:

- (1) force Professional Staff to use up to 10 vacation days if a college/university wanted to implement a full or partial closure for any reason, and
- (2) eliminate the requirement for Administration to provide reasons for termination (to show just cause) during a multi-year contract period.

Particular attention was paid to the sections of the tentative Master Contract agreement that more directly affect Professional Staff. One such major item involves pay for out-of-title work. Professional Staff employees are to be assigned work appropriate to and within their job description and the practice of assigning out-of-title work on other than an incidental basis is to be avoided. With retirements, reassignments, and layoffs, responsibilities of former employees have been spread among Professional Staff employees as a practice, both at Kean and sister institutions. The tentative contract provides for a method for compensation when Professional Staff perform duties required in a higher classified title for more than 60 calendar days, with an allowance for negotiations between the college/ university and the local Union when a dispute arises in the amount of compensation. In the current contract, no such compensation was required.

One proposal agreed to, but vehemently opposed by the State, was a change in the Professional Staff Multi-Year Contracts. Initially, the State proposed a maximum of a two-year contract for both current and future Professional Staff. Our State Council delegates convinced the State to back off from any changes in the existing language governing multi-year contracts for current Professional Staff; however, those hired after the anticipated ratification of the new contract will instead be eligible for 5 probationary years of service, 3 multi-year contracts of three years each, and finally subsequent multi-year contracts of a maximum of four years. Having this two-tiered system of multi-year contracts was considered the lesser of the evils and avoided risking that the State declare impasse and impose its last proposal on all Professional Staff.

Questions and comments from attendees informed KFT Officers and colleagues of new emerging issues, difficulties,

concerns, problems and compelling positive developments. Several questions, as given below, required conference with the State Council.

**QUESTION:** *What if I was hired in January 2012? Is my first increment delayed or do I get it in Jan 2013? [This is obviously a big question as it applies in some way to everyone who was hired last fiscal year.]*

**ANSWER:** *Unfortunately any new hire before July 1, 2012 did not earn accrued time towards an increment (step increase). New hires during the freeze period of July 1, 2011 through June 30, 2012, began accruing time towards an increment as of July 1, 2012 and should receive notice of a new anniversary date once the contract is ratified. Also, increments (step increases) that were due after June 30, 2012 will be paid retroactive to July 1, 2012 upon ratification of the new Agreement.*

**QUESTION:** *What about my increment if I had a period of leave without pay or returned from leave during the freeze period?*

**ANSWER:** *Such cases may need individual attention and you should call or e-mail Debra Davis ([Davis@cnjscl.org](mailto:Davis@cnjscl.org)) or Steve Young ([Young@cnjscl.org](mailto:Young@cnjscl.org)) in the Council office.*

**QUESTION:** *About the new clause on "Out of Title Work", what if I have been doing out of title work for months or years even? Do I get to negotiate pay increases the moment the contract is ratified?*

**ANSWER:** *If a professional staff member has been performing out-of-title work for longer than sixty calendar days the employee shall be paid for those duties in the higher title range for as long as the duties are performed. However, if there is a dispute as to the level of compensation it is the Local Union and not the employee, who negotiates the rate of pay. The employee should contact the Union who will then submit a demand to negotiate pursuant to Article XVI.C.3.*

Professional Staff with an issue on terms and conditions of employment were encouraged to bring it forward to the KFT well before 45 days from the date that the issue first arose, so that it may be researched and appropriate action taken. They were also reminded that a

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## Tentative Agreement Reached with State for Full-time Bargaining Unit

After 14 months 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 Monday evening on July 2. This agreement protects working conditions for more than four 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. **This tentative agreement is subject to member ratification.**

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

**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. Additionally, it would have required 5 office hours and eliminated the 32 weeks of instruction in the current contract.

**Vacation Time for Professional Staff & Librarians** – Would have forced professional staff and librarians to use up to ten days of their vacation leave if the college/university decided to implement a full or partial closure for any reason.

**Compensation for Outside Funded Activities** – Would have reduced the amount of additional compensation provided to faculty working on external grants.

**Special Sick Leave** – Would have imposed a 6 month career limit on the use of Special Sick Leave.

**Teaching Credits for Labs & Studios** – Would have reduced the credit hour equation by 50%.

**Non-renewable Teaching Contracts** – Would have increased the allowed percentage of non-renewable Teaching Contracts thereby reducing the number of tenured faculty positions.

**Just Cause:** State withdrew its proposal to eliminate just cause reasons for termination during a multi-year contract period.

**Major items agreed to:**

**Salary Increase** – 2011 -0%, 2012 -0%, 2013 – 1%, 2014 – 1.75%; these are the same increases that were agreed to by CWA & IFPTE. However, unlike the CWA & IFPTE agreements, the State had also proposed language that would have allowed the colleges/universities to not pay these increases unless they were fully funded through the legislature. The State withdrew that language and the existing contract language remains in place. **The language also preserves the salary guide and steps at the end of the contract that the State and college/university presidents had wished to eliminate.**

**Steps (Increments)** - Steps that would have been due after June 30, 2012 will be paid retroactive to July 1, 2012, on the same anniversary dates they would have been paid in the last fiscal year). These payments will be made after ratification. Additionally, steps will be paid in 2013 and 2014. Unlike CWA & IFPTE, the State and college/university presidents wanted us to give up two years of step increases. Ultimately, we only lost the one year of these increases. What this means is that if you were due to move up a step on your anniversary date last year (July 1, 2011-June 30, 2012), you will now receive that step on your same anniversary date this fiscal year (July 1, 2012-June 30, 2013.) For employees who are on the higher steps and were not yet due a step increase, any time accrued up until the freeze on July 1, 2011 will continue to add up again beginning July 1, 2012.

**Multi Year Appointments for Professional Staff** - There is no change for all current employees and any employees hired prior to contract ratification, meaning that these employees will continue to be eligible for multi-year contracts up to five years and that existing language will govern these appointments. Professional staff hired after contract ratification will be eligible for a three year multi-year contract after the first 5 probationary years of service and two more three year multi-year contracts. Thereafter, all subsequent multi -year appointments shall be four years.

**Summer Session Rate:** Increased by a total of \$200 in years 3 & 4 at a \$100 increase per year.

**Overload Rate:** Increased by a total of \$200 in years 3 &



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## Tentative Agreement Reached with State for Full-time Bargaining Unit

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4 at a \$50 increase per semester.

**Health Benefits in Retirement** – Preserved existing language in the contract that outlines members' health benefits in retirement and includes those covered in the health benefit/pension reform law that passed in 2010.

**Out of Title Work for Professional Staff** - Colleges/University's must now pay for out of title work. Prior to this agreement they were not required to.

### Items reserved for local negotiations:

The colleges/universities proposed that several issues be reserved for local negotiations. Additionally, many of the institutions' presidents claimed that their members would get a better deal if the items below are locally negotiated. **With these agreements it will now be incumbent on these presidents to make good on their claim.**

**Sabbaticals** – Each college/university must have a locally negotiated sabbatical leave program. We preserved existing terms for sabbatical leaves that included the salary paid for half year and full year sabbaticals in Article XXVII (page 77) of the current Agreement. However, the current language only had a maximum number of sabbaticals allowable, but it was not a mandatory number to be awarded. Now, locals and their administrations can negotiate for a set minimum number of sabbaticals.

**Career Development** – Previously, the total combined amount of monies allotted to Career Development and Tuition Reimbursement was \$350,000. The new agreement requires the colleges/universities to fund a Career Development Fund at the rate of \$60 per full-time unit member for each fiscal year of the new contract. Institutions can fund the program at a higher rate if they desire and application procedures must be negotiated with the local union. Any unused funds from a Career Development program shall be transferred to the Tuition Reimbursement Program.

**Tuition Reimbursement** - The new agreement requires the colleges/universities to fund a Tuition Reimbursement Fund at the rate of \$25 per full-time unit member for each fiscal year of the new contract. Application procedures must be negotiated with the local union. Any unused funds from the Tuition Reimbursement Program shall be transferred to the Career Development Program.

**Tuition Waiver Program** – Preserved existing contract language until such time as the institution and local union negotiate a new agreement.

For the exact language of the entire agreement, go to

<http://cnjscl.org/News/Contract%20MOA%202011-15.html>

and click on the go here link at the bottom of the page. ♦

## PROFESSIONAL STAFF DEFEND STATUS IN NEW CONTRACT

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grievance against limiting them to teach up to three credits only during non-work hours was recently settled and previous policy was restored. Professional Staff can accept teaching offers with prior approval of the appropriate Vice President and that such teaching must not interfere with the staff member's primary job responsibilities.

A newly-negotiated Letter of Agreement (#128) regarding Performance-Based Promotions was distributed to luncheon attendees. President Farahi was recently asked by the KFT in a Leadership Forum meeting if any such promotions will be given this year and if so, when they would be announced. Since none have been given for the last 9 years, the KFT suggested that announcing 8-9 performance based promotions would be a sign of good faith on the part of the administration.

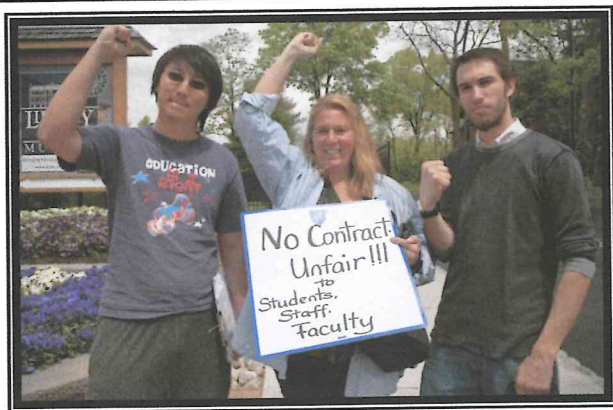
The final issue raised at the luncheon was the directive for supervisors to evaluate Professional Staff as requiring both "Needs Improvement" ratings and a Personal Improvement Plan (PIP), and providing few, if any, "outstanding" ratings. In a recent Leadership Forum meeting, President Farahi indicated he had given no such directive. As a result, the KFT will be investigating this matter further and is preparing to file a grievance. Any Professional Staff whose evaluations have been affected by procedural violations should contact the KFT immediately.

If you have any questions, concerns or suggestions about this or future Professional Staff Luncheon meetings, please contact Linda Bradbury at the KFT Office, J-201G, 7-3925, [kftoffice@kft2187.org](mailto:kftoffice@kft2187.org). (KFT'S new email address) ♦



## Kean University Day of Action April 25, 2012

Photos by Tony Velez



Kean faculty, librarians and professional staff, supported by students, CWA, IFPTE and KUAFF members held demonstrations on April 25 2012. AFT-NJ President Donna Chiera and Rutgers URA-AFT President Lucye Millerand and Vice President Darlene Smith attended along with staff from the State Council and AFT-NJ. Kean is one of nine campuses represented by the AFT State Council. The protest theme "Working Without a Contract!" highlighted the lack of progress in negotiations that had, at the time, dragged on for nearly a year.



## KFT FALL CALENDAR 2012

Monday - September 10th 2012

KFT President's Address: Little Theatre 3:30

KFT Welcome Back Reception: Cougar's Den 4:30 pm - 6:00 pm

### GENERAL MEMBERSHIP MEETINGS

#### OCTOBER

Thursday 4th  
3:15 pm - 4:30 pm  
CAS 106

#### NOVEMBER

Thursday 1st  
3:15 pm - 4:30 pm  
CAS 106

#### DECEMBER

Thursday 6th  
3:15 pm - 4:30 pm  
CAS 106

### EXECUTIVE COUNCIL MEETINGS

#### SEPTEMBER

Thursday 13th 3:15 pm - 4:30 pm CAS 205

Thursday 27th 3:15 pm - 4:30 pm CAS 205

#### OCTOBER

Thursday 11th 3:15 pm - 4:30 pm CAS 205

Thursday 25th 3:15 pm - 4:30 pm CAS 205

#### NOVEMBER

Thursday 15th 3:15 pm - 4:30 pm CAS 205

Thursday 29th 3:15 pm - 4:30 pm CAS 205

September 2012

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

October 2012

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

November 2012

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

December 2012

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

January 2013

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

**Holiday Party**  
**Monday ~ December 10th**  
**Downs Hall Dining Room**  
**3:30pm to 6:00pm**

- ◆ Tues. Sept. 4th First Day of Fall Term    ◆ Thurs. Nov. 22nd Thanksgiving Recess    ◆ Mon. Nov. 26th classes resume
- ◆ Fri. Dec. 21st Last Day of Fall Term    ◆ Fri. Jan. 2nd 2013 First Day of Winter Term
- ◆ Thurs. Jan. 17th End of Winter Term    ◆ Fri. Jan. 18th First Day of Spring Term    ◆ Mon. Jan. 21st MLK, Jr. Day (no classes)



## President Nicholas "Nick" Yovnello, CNJSCL



The Council suffered an irreparable loss this summer when President Nick Yovnello succumbed to injuries sustained in a car accident in Washington Township, NJ on Saturday, July 7, 2012.

Nick was born in 1947 and raised in Camden, NJ. He graduated from Glassboro State College (now Rowan University) in 1969 with a B.A. in Secondary Education and History and went on to earn graduate degrees in Library Science, Information Science and Labor History. At the time of his death, he was Professor and Assistant Director in the Campbell Library at Rowan University, Glassboro. Most recently he represented faculty and staff at public institutions in NJ, negotiating a tentative agreement between the Council and the state after more than a year without a contract.

Nick became active in the labor movement a few years after he began his career at Glassboro State College in 1969. Nick became a widely respected voice both within and outside New Jersey's labor movement and was recognized for his ability to build bridges between the diverse communities that impacted the future of higher education in New Jersey.

He leaves a legacy of strength and wisdom to guide his union into the future.

Nick is remembered as a kind, honest man who cared deeply about the members he represented. He was always a strong voice of reason and a steady, effective union leader. With the challenges faced by unions at both the state and national levels, his skills and dedication to promoting union issues and furthering the well being of his members will be deeply missed.

His family asked that well-wishers make donations to the Rowan University Foundation - Nicholas Yovnello Scholarship Fund. The Fund's website can be found at <https://giving.rufoundation.org>.



### Kean Federation of Teachers

*An Association of Professors, Professional Staff and Librarians  
Local 2187, AFT, AFL-CIO*

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### KFT OFFICERS

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VICE PRESIDENTS: Linda Bradbury, *EEO Program*

Charles Kelly, *Political Science*

Jacqui Keil, *Political Science*

SECRETARY: Eleanor McKnight, *Library*

TREASURER: Jon Erickson, *Public Administration*

### AT-LARGE MEMBERS

Daniel Gover, *English*; Matthew Halper, *Music*; Richard Katz, *English*  
Bryan Lees, *Chemistry & Physics*; Cathleen Londino, *Media & Film*; Susan  
MacLaury, *Physical Ed/Rec/Health*; Patrick McManimon, *Criminal Justice*;  
Anthony Velez, *Fine Arts*

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