

Memorandum of Agreement (“MOA”) between Rutgers, the State University of New Jersey, and the Rutgers Council of AAUP Chapters, AAUP-AFT, for Successor Collective Negotiations Agreements for the Faculty-TA/GA collective negotiations unit and the EOF collective negotiations unit

1. **Term of the Collective Negotiations Agreements (Faculty-TA/GA unit and EOF unit)**: July 1, 2011 through August 31, 2014.

2. **Salary Provisions for Faculty:**
 - a. Faculty will receive a \$1,000 lump sum payment after ratification of this MOA to be paid in the second (2nd) paycheck following ratification and an additional \$500 lump sum payment to be paid the first pay period following July 1, 2014. Such payments shall not increase base salary.

 - b. To be eligible to receive the lump sum payment of \$1,000 a faculty member must be on the University’s payroll on the date this MOA is ratified and continue on the payroll through the date the payment is made. To be eligible to receive the second lump sum payment of \$500 a faculty member must be on the University’s payroll in a faculty negotiations unit position on June 30, 2014 and continue on the payroll in a faculty negotiations unit position through the date the payment is made.

 - c. Other than the payments for faculty set forth in Paragraph 2. a. above, there are no other increases or payments pursuant to the terms of this MOA.

3. **Salary Increases for TAs/GAs**
 - a. 7/1/11 – 0% increase

 - b. 7/1/12 - 2% increase to base and minimum salaries for academic year and calendar year TAs/GAs. To be eligible for the increase to the June 30, 2012, base salary, TAs/GAs must be on the University payroll in a TA/GA title on June 30, 2012, and TAs/GAs employed on a calendar year schedule must be on payroll on July 1, 2012 and TAs/GAs employed on an academic year schedule must be on payroll on September 1, 2012.

 - c. 7/1/13 - 2% increase to base and minimum salaries for academic year and calendar year TAs/GAs. To be eligible for the increase to the June 30, 2013, base salary TAs/GAs must be on the University payroll in a TA/GA title on June 30, 2013, and TAs/GAs employed on a calendar year schedule must be on payroll on July 1, 2013 and TAs/GAs employed on an academic year schedule must be on payroll on September 1, 2013.

4. **Salary Provisions for EOF Counselors:**

- a. EOF counselors will receive a \$1,150 lump sum payment after ratification of this MOA to be paid in the second (2nd) paycheck following ratification and an additional \$500 payment to be paid the first pay period following July 1, 2014. Such payments shall not increase base salary.
- b. To be eligible to receive the first lump sum payment of \$1,150 an EOF counselor must be on the University's payroll on the date this MOA is ratified and continue on the payroll through the date the lump sum payment is made. To be eligible to receive the second lump sum payment of \$500 an EOF counselor must be on the University's payroll in an EOF counselor title on June 30, 2014, and continue on the payroll in an EOF negotiations unit position through the date the lump sum payment is made.
- c. Other than the payments for EOF counselors set forth in Paragraph 4.a. above, there are no other increases or payments pursuant to the terms of this MOA.

5. **Promotional Increases for Faculty**

Article VIII, PART ONE, subpart V shall be amended as follows:

- a. A faculty member who is promoted during the term of this agreement will receive a promotional increase equal to 10% of his/her base salary, unless faculty member already has received such a promotional increase for that promotion.
- b. Faculty members who are promoted effective on February 1, 2012, October 1, 2012 or July 1, 2013 will first receive any salary increase that may be due on said specified date(s) and will then receive promotional increases equal to 10% of their base salaries.

6. **Alternate Benefit Program for Faculty Earning Base Salaries of Greater than \$141,000**

- a. In the event that legislation is enacted permitting the University to make employer contributions directly to the State administered Alternative Benefits Program for participants earning base salaries greater than \$141,000, the University will make such contributions for eligible plan participants, including contributions retroactive to July 1, 2010, up to the Federal maximum, to make plan participants whole for lost contributions on base salaries greater than \$141,000, but not for investment gains and losses.
- b. In the event that legislation is enacted permitting the University to make employer contributions directly to the State administered Alternative Benefits Program for participants earning base salaries greater than \$141,000, but does not permit the University to make contributions retroactive to July 1, 2010, the University will

make contributions to the Rutgers University Alternate Benefit Program and Trust (RUABPT) to replace the portion of the contribution the State previously made under the Alternate Benefits Program for participants earning base salaries greater than \$141,000, retroactive to July 2010, up to the Federal maximum, for the period during which the legislation does not permit employer contributions directly to the State administered Alternate Benefits program. The RUABPT accounts of faculty eligible for the State ABP shall be made whole for lost contributions on base salary above \$141,000, retroactive to July 1, 2010, up to the Federal maximum, but not for investment gains or losses.

- c. In the event legislation is not enacted permitting the University to make contributions directly to the State administered Alternative Benefits Program for participants earning base salaries greater than \$141,000, in lieu of such contributions, the University will make contributions to the Rutgers University Alternate Benefit Program and Trust (RUABPT), to replace the portion of the contribution the State previously made under the Alternate Benefits Program for participants earning base salaries greater than \$141,000, retroactive to July 1, 2010, up to the Federal maximum. The RUABPT accounts of faculty eligible for the State ABP shall be made whole for lost contributions on base salary above \$141,000, retroactive to July 1, 2010, up to the Federal maximum, but not for investment gains or losses.
- d. The plan document, provided to the AAUP-AFT by the University, a copy of which is appended to this MOA as Schedule A, sets forth the terms of the RUABPT. Also attached to this MOA as Schedule B is a Memorandum of Agreement between the AAUP-AFT and the University regarding the RUABPT.

7. **Faculty Reinvestment Program**

Faculty who participated in the 2010 Faculty Reinvestment Program (FRP) shall receive the difference between the retirement payment they received under the FRP and the payment they would have received had their annual base salaries in effect on July 1, 2010 been increased by the enhanced salary increases scheduled to be paid under the parties' August 7, 2009 MOA.

8. **Article XVI Parental Leave Provisions**

- a. It is agreed that Librarians and Extension Faculty shall be covered by the provision of Article XVI(A) that provides that "new parents shall be eligible to receive release time from their specifically assigned classroom teaching and committee service obligations for up to eight weeks." Librarians and Extension Faculty will receive release time from their specifically assigned duties and committee service obligations for up to eight weeks.
- b. In accordance with the parties' agreement as reflected in paragraph a above, the language of Article XVI(A), lines 8-10, shall be modified as follows:

“In addition to the above, new parents shall be eligible to receive release time from their specifically assigned classroom teaching and committee service obligations for up to eight weeks. Librarians and Extension Faculty, who are new parents, shall also be entitled to receive up to eight weeks of release time from their specifically assigned duties and committee service obligations.”

9. **New Title Series for NTT Faculty**

The University will establish a new title series, including teaching and professional practice, for NTT faculty as needed and appropriate, and will direct all decanal units, in consultation with NTT and TT faculty, to establish for all NTT positions criteria and procedures for appointment, reappointment, evaluation and promotion. Criteria and procedures that are established shall be submitted to the EVPAA for approval within six months after ratification of this MOA, at which time negotiations shall commence with the AAUP-AFT over compensation for the new title series and other terms and conditions of employment.

10. **Amend Article VIII, PART FOUR: Health Insurance Benefits**

The parties agree that the following language will be substituted for the existing language in Article VIII, Part Four:

“During the term of this collective negotiations agreement, the University and the AAUP-AFT acknowledge that pursuant to NJSA 52:14-17.25 et. seq., as amended, employees of the University represented by the AAUP-AFT are deemed to be employees of the State for purposes of health benefits, including prescription drug program and the dental program benefits, provided pursuant to the State Health Benefits Program, and that such health benefits are provided to eligible employees as set forth in applicable statutes and regulations. In addition, the University will continue the Rutgers Vision Care Program during the term of this collective negotiations agreement for employees of the University represented by the AAUP-AFT.”

11. **Suspension of the “Subject To” Language**

- a. The parties agree that the language in Article VIII of the Faculty-TA/GA collective negotiations agreement and Article 8 of the EOF collective negotiations agreement that provides that “subject to the appropriation of and allocation to the University by the State of adequate funding for the specific purposes identified for the full period covered by this Agreement,” (hereafter referred to as the “Subject To” language) will have no force or effect and shall be null and void for the term of the parties’ collective negotiations agreements expiring August 31, 2014 with respect to the economic provisions of Article VIII of the Faculty-TA/GA collective negotiations agreement and of Article 8 of the EOF collective

negotiations agreement, including the payment of salary increases, lump sum payments and promotional increases as set forth in sections 2, 3, 4, and 5 of this MOA above, which provisions shall be incorporated into Article VIII of the Faculty-TA/GA collective negotiations agreement and Article 8 of the EOF collective negotiations agreement, as appropriate. This means all such payments will be made without regard to the appropriation of State funds or the allocation of State funds to the University.

- b. Any dispute involving members of the Faculty-TA/GA unit arising from or alleging violations of Section 11 of this MOA or its application may be submitted directly to arbitration under Article IX of the Faculty-TA/GA collective negotiations agreement as a Category One grievance and all other steps of the grievance procedure will be bypassed. Any dispute involving members of the EOF unit arising from or alleging violations of Section 11 of this MOA or its application may be grieved under the EOF collective negotiations agreement and may be submitted to binding arbitration. Agreement to binding arbitration for the EOF unit in this circumstance is on a non-precedential basis.
- c. The “Subject To” language will not be deleted from Article VIII of the Faculty-TA/GA collective negotiations agreement or Article 8 of the EOF collective negotiations agreement, but shall not be operative during the term of this MOA in accordance with the terms of paragraph a. above.
- d. By agreeing to paragraphs a. through c. above, neither party waives its position with respect to the meaning, intent and application of the “Subject To” language in Article VIII of the Faculty-TA/GA collective negotiations agreement and Article 8 of the EOF collective negotiations agreement. In the event a dispute arises over the meaning, intent or application of the “Subject To” language in the future, this agreement by the AAUP-AFT and the University will not be admissible in any arbitration proceeding or in any other forum as evidence of the meaning, intent or application of the “Subject To” language.

12. **Successorship Language**

The following language will be incorporated into the Faculty-TA/GA and EOF successor collective negotiations agreements expiring August 31, 2014, under the recognition articles of those agreements:

The University and the AAUP-AFT agree that if during the term of this MOA any schools or other entities that are currently part of the University of Medicine and Dentistry of New Jersey (“UMDNJ”), including the Robert Wood Johnson Medical School, the School of Public Health and the Cancer Institute of New Jersey, become affiliated with, merged into or part of Rutgers, the State University of New Jersey, the terms of the parties’ July 1, 2011 through August 31, 2014 collective negotiations agreements, shall remain in full force and effect with respect to all persons and all positions in the collective negotiations units

represented by the Rutgers Council of AAUP Chapters, AAUP-AFT immediately prior to the effective date of any such mergers or affiliations.

13. **Satisfaction of the Faculty Development Fund**

The AAUP-AFT agrees that the provisions of the Faculty Development Fund as contained in Appendix B of the July 1, 2007-June 30, 2011 Faculty-TA/GA collective negotiations agreement have been satisfied and, therefore, is deleted from the collective negotiations agreement.

14. This Memorandum of Agreement represents the parties' complete agreement with respect to the matters addressed herein. All of the provisions of the parties' 2007-2011 collective negotiations agreements not expressly addressed by this MOA remain in full force and effect. Prior to ratification of the MOA by the membership, the parties will incorporate the terms of this MOA into the new 2011-2014 collective negotiations agreements covering the Faculty-TA/GA and the EOF units.

15. This MOA is subject to ratification by the AAUP-AFT membership of the Faculty-TA/GA collective negotiations unit and the EOF collective negotiations unit, which ratification shall be recommended by duly authorized representatives of the AAUP-AFT. In the event either unit ratifies, this MOA will be in full force and effect with respect to the ratifying unit, provided the ratifying unit(s) also ratifies the Settlement Agreement, executed simultaneously with this MOA, that resolves all disputes involved in the salary freeze arbitrations concerning salary increases.

On behalf of the AAUP-AFT
(Faculty-TA/GA collective negotiations unit
and EOF collective negotiations unit)

On behalf of the University

Dated:

Dated: