

**Letter of Agreement**  
**August 7, 2009**

**Rutgers, the State University of New Jersey (herein Rutgers or University) and the  
Rutgers Council of AAUP Chapters, AAUP-AFT, AFL-CIO (herein AAUP-AFT)**

Whereas certain disputes have arisen between the parties involving faculty workload assignments, faculty research accounts and faculty sabbatical leaves of absence; and

Whereas there is a pending Article IX grievance about the faculty sabbatical dispute and a pending demand for negotiations over faculty workload issues; and

Whereas the parties have had numerous conversations concerning these matters in an effort to explore resolution of these matters; and

Whereas the parties have reached agreement on these matters and now desire to set forth the terms of their agreement;

Now therefore, in consideration of the mutual promises set forth in this Letter of Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the parties that the above disputes are resolved as follows

**I. Faculty Teaching Assignments:**

Changes in faculty workload may be made consistent with Article XV (PROFESSIONAL DUTIES) of the collective negotiations agreement. The parties reserve all rights with respect to the applicability of Article XV to workload assignments in individual cases.

The parties mutually agree that for the remainder of the current collective negotiations agreement, through June 30, 2011, there shall be no increases to the teaching component of faculty members' workload assignments on the basis of economic exigencies, and that any increases in teaching assigned for 2009-2010 undertaken on the basis of economic exigencies be withdrawn by the appropriate chair or dean, and that the faculty member or members involved be informed of the outcome of that withdrawal at the earliest possible date, but no later than September 1, 2009.

The AAUP-AFT hereby withdraws its May 8, 2009 demand for negotiations over the impact of changes in workload requirements .

**II. Faculty Research Accounts**

Research accounts allocated to individual members of the faculty to support the research mission of the University shall not be reduced in an across-the-board manner from their 2008-2009 level for 2009-2010, or from their 2009-2010 level for 2010-2011. Any

adjustments shall be made only after an assessment by the chair and dean of the unit regarding the appropriate allocation of resources to support the research mission of the University based upon an academic assessment of the individual faculty member's program of research, and the programmatic goals of the applicable department(s), program(s), and unit(s). Faculty members shall be individually notified regarding any changes to their research accounts. The intention of the parties is that the aggregate of the research accounts allocated to bargaining unit members shall not be reduced.

### III. Faculty Sabbaticals

Given the personnel savings achieved through the actions agreed to by the parties as set forth in a separate Memorandum of Agreement dated August 7, 2009, applications for one-semester faculty sabbaticals at 100% salary for either Fall 2009 or Spring 2010 which were denied based upon anticipated unit-wide economic stringency shall be granted by the chair and dean of the unit involved. Individuals in this category who accepted a two semester sabbatical at 80% shall be offered in lieu thereof the option of a one semester sabbatical at 100%. Individuals who did not accept the alternative of an 80% sabbatical may now choose either to accept the one semester 100% sabbatical that they originally sought, or they may defer the request to the 2010-2011 academic year still counting the 2009-2010 academic year in establishing eligibility for a future sabbatical.

Applications for one-semester sabbaticals at 100% to be submitted during the remainder of the current collective negotiations agreement shall be subject to all criteria and rules governing one-semester sabbaticals at 100% salary and shall be evaluated in accordance with same. There shall be no department, unit or University policy of across-the-board refusal to grant sabbaticals at 100% of salary.

Upon execution of this letter of agreement, the pending Article IX grievance dated April 16, 2009 filed jointly by the AAUP-AFT and individual bargaining unit members concerning faculty sabbaticals at 100% salary is withdrawn as settled.

### IV. Enforcement of this Letter of Agreement

Any dispute arising under this Letter of Agreement involving the application or interpretation of this Letter of Agreement shall be subject to the grievance/arbitration provisions of the parties 2007-2011 collective negotiations agreement as a Category One grievance.

The University agrees that in the event the AAUP-AFT seeks to arbitrate a dispute arising under Sections I, II or III of this Letter of Agreement, the University waives any right it may have to claim that the dispute is not legally arbitrable or negotiable under scope of negotiations law. This agreement regarding the waiver of the University's right to claim that such a dispute is not legally arbitrable or negotiable under scope of negotiations law shall not have any precedential effect and shall expire with the expiration of this Letter of Agreement on June 30, 2011. In the event the AAUP-AFT seeks to arbitrate any other dispute, the University retains its right to challenge the legal arbitrability of such grievances. Except as stated above, nothing in this Letter of Agreement shall be construed as a waiver by

either party of its rights under the collective negotiations agreement or under scope of negotiations law.

V. Term

This Letter of Agreement shall be effective upon ratification of the separate Memorandum of Agreement signed by the parties on August 7, 2009 and this Letter of Agreement shall expire on June 30, 2011.

On behalf of Rutgers AAUP-AFT

On behalf of Rutgers, the State University

Ad E Eat

Philip J. J. J.

Date: 8/12/09

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