

Rutgers Council of AAUP Chapters

American Association of University Professors ~ American Federation of Teachers

August 24, 2007

Dear Colleague,

On August 16, 2007 the Rutgers Council of AAUP-AFT Chapters and the University Administration reached tentative agreement on a new contract running through June 30, 2011, subject to member ratification. The AAUP-AFT's Negotiating Team unanimously, and the Executive Council by a vote of 17 to 1, recommend the agreement, and I enthusiastically urge you to join the AAUP-AFT leadership in voting YES for ratification. The greater the turnout the stronger our union becomes.

We have achieved many of our most important goals in a contract that offers gains and even breakthroughs on several fronts. We have reached an economic settlement that increases our overall salary base by 25% over the next four years, including 18% average faculty and 36% TA/GA salary increases and a new Faculty Development Fund amounting to \$12,000,000. This overall settlement surpasses the pattern set by other state workers. Although the salary provisions are slightly lower in individual faculty salary improvement than for state employees who are still receiving automatic longevity steps, the advance for TA/GAs is significantly higher, as are the potential salary increases for those of our members who would no longer qualify for longevity increases. The TA/GA increases are essential to allow us to compete nationally for the very best graduate students.

We set a goal for ourselves of achieving a settlement on time. Though we didn't quite make that goal, we did achieve a settlement less than two months after the old contract expired, many months earlier than has been the case in most past rounds of bargaining. Our added joint affiliation with AFT provided us with the extra clout we needed to achieve a timely contract.

In the remainder of this letter, key contract provisions are in **bold** and analysis follows in regular type.

HEALTH BENEFITS

- **A 1.5% of salary contribution for health benefits**
- **Elimination as of April 1, 2008 of the Traditional Plan for active state employees. Co-premiums abolished retroactive to July 1, 2007**
- **Employees with health coverage through another person may opt out of the state plan and its 1.5% mandatory contribution**
- **Linkage on health benefits to the State College AFT contract**

The state mandated 1.5% salary contribution was never the subject of our negotiations since it was imposed by the state and we negotiate with the Rutgers Administration. We did negotiate deferral of this increase until contract settlement was reached and salary increases implemented. The change in linkage will strengthen our ability to resist future curtailments and givebacks in the state health care package.

SALARY PROVISIONS

<u>Year</u>	<u>Faculty</u>			<u>TA/GA</u>
	ATB	FASIP	TOTAL	ATB
2007-08	3%	0%	3%	8%
2008-09	0%	3%	3%	8%
2009-10	2.75%	2.75%	5.5%	8%
2010-11	2.75%	2.75%	5.5%	8%

- All increases for both faculty and TA/GAs for all years will be paid as of July 1
- Promotion increases for faculty continue at 10%

Except for a small retro (covering the 3% ATB, the health care premium payment of 1.5%, and a return of payments for the Traditional Plan) for the time from July 1, 2007 until the contract is ratified and implemented by payroll, all salary increases provided in the contract will be paid on time.

The compounded faculty salary adjustment for individuals who receive an “average” FASIP (equal to their ATB) will be 18.08% over the life of the contract. Members who receive absolutely no FASIP awards will see ATBs that total 8.74% over the four years. The figure for those who receive “average” FASIP awards is within 1% of other state worker contracts (some a little higher and some a little lower) and of our immediately prior contract (8.88% ATB and 18.38% with average FASIP). The overall percentage increases for faculty are only slightly lower than in the prior contract, but the rate of payout to faculty and TA/GAs will be much faster and therefore higher because payments begin from the first day of the first year of the contract.

TA/GA salaries will increase by a compounded 36.05% over the four years, well deserved and strong by any standard. The Competitiveness Pool (CP) for TA/GAs will be held level at its current amount for the four years of the new contract. Holding the CP flat was an AAUP-AFT proposal. Our analysis of the pool’s use over the past four years showed that funds have not been apportioned consistently with the goal of raising initial offers to compete with those of other universities. All TA/GAs currently receiving CP funds will continue to do so at their current levels of funding for as long as they are TA/GAs.

<u>TA/GA Salaries:</u>	<u>AY</u>	<u>CY</u>
June 30, 2007	\$18,348	\$20,916
July 1, 2007	\$19,816	\$22,589
July 1, 2008	\$21,401	\$24,396
July 1, 2009	\$23,113	\$26,348
July 1, 2010	\$24,962	\$28,456

FACULTY DEVELOPMENT FUND

- **\$12,000,000 to hire at least 100 additional tenured and tenure-track faculty**

The AAUP-AFT and the Administration have agreed upon the creation of a Faculty Development Fund (FDF). The FDF guarantees an increase of no less than \$12,000,000 to the salary base of our bargaining unit over the four years of the contract; this increase is in addition to what will result from the salary increases provided for individual current members and estimated normal turnover. The \$12,000,000 must come in regular, contractual additional faculty salaries; the Administration will pay separately for all costs of start-up, research funds, summer salaries, hiring of support personnel, and recruitment associated with filling these positions. While the contract language sets a minimum of 100 additional tenured and tenure-track faculty, we hope to see a much larger number, perhaps 150 or even more.

For many years, AAUP-AFT has highlighted the erosion of our tenured and tenure-track ranks, here at Rutgers and nationally. With this contract, we chose to put some of our money on the table – opting, in the progressive union tradition, to actively prioritize growing our labor force in a meaningful way with high-quality positions. The Administration doubled the amount of money we put on the table – matching our \$6,000,000 with \$6,000,000 from their own funds – and we look forward to working with them on making Rutgers University a stronger institution by significantly augmenting its core faculty. The entire \$12,000,000 builds the faculty salary base, which will increase from a projected \$271,938,819 without the fund to \$283,938,819 with the fund. In the unlikely event that there are unspent monies in FDF at the end of the contract, the unspent residue – including the Administration’s contribution – will be paid as additional faculty salary increases proportional to the increases earned in the last year of the contract.

PARENTING AND FAMILY CARE

- **Fourteen weeks of paid leave from classroom/lab teaching obligations and from committee service for faculty and TA/GA biological mothers**
- **Eight weeks of paid leave from classroom/lab teaching obligations and from committee service for faculty and TA/GA new parents, biological or adoptive, without restrictions on gender**
- **Unit members may request unpaid leave and/or extension of the probationary period in order to care for a family member with a serious illness**

For both faculty and TA/GAs the contract provides, without restrictions on gender, that new parents, biological or adoptive, will be eligible for up to eight weeks of paid leave from classroom/lab teaching obligations and from committee service. These eight weeks come in addition to existing contract provisions for six weeks paid leave from all work duties (labeled as disability leave) for biological mothers, who will thus have fourteen weeks – a full semester – without assignment to classroom/lab teaching or service. Some departments already provide such considerations informally, but many do not, and the provisions we have negotiated will move Rutgers University closer to the ranks of higher education’s most progressive institutions in this area. While provisions for leave to care for a new child are a significant victory in this contract, we hope to build on them to include duties beyond classroom/lab teaching obligations and committee service in future contracts.

The tentative contract also provides new rights for faculty and TA/GAs who face serious family or personal health care needs. It allows unit members to request unpaid leave and/or extension of the probationary period in order to care for a family member or her/himself due to a serious illness. In these cases the term “family” is broadly construed in the contract language in order to encompass elder care, care of a same-sex domestic partner, and care of family members other than partners and children. In a further gain, tenure-track faculty who are new parents or have serious family or personal health care needs may request up to two one year exclusions (one per event) from the probationary period and consequent extension of the term of appointment.

Provisions for a jointly appointed Liaison Officer to monitor concerns in these areas, and a contractually-specified high-level committee to consider related issues, such as childcare, ensure that we will be increasingly able to meet the family care needs of our members in the future.

TA/GA WORKLOAD AND PARTIAL TA/GA PROTECTIONS

- **Radically improved TA/GA workload protection language**
- **Partial TA/GAs will receive, at no cost to them, health care under the same high-quality plan that is available to postdocs and recipients of major outside fellowships**

The new contract gives us enforceable workload language for TA/GAs. TA/GA workload language has been a weak link in our contract for more than twenty years. Past class action grievance cases demonstrated that language limiting work hours for TAs and GAs was unenforceable. The union has tried unsuccessfully to improve this language in many past rounds of bargaining. Finally, thanks to the concerted efforts of our bargaining team and strong member support, we have succeeded in entirely rewriting TA/GA workload provisions. This win is a major breakthrough for our new contract. Additional new provisions give TA/GAs more accurate and detailed appointment letters and better access to departmental facilities in support of teaching obligations.

For the first time, partial TA/GAs will receive, at no cost to them, health care under the same high-quality plan that is available to postdocs and recipients of major outside fellowships. This is another major breakthrough; the union has been trying to achieve this coverage for partial TA/GAs through multiple rounds of bargaining.

GRIEVANCE AND APPEAL

- **Technical improvements on Article X**
- **Expedited Appeal**

Apart from a number of good technical improvements on the Article X grievance process, the major change in the contract is a new Article XIII that allows an Expedited Appeal directly to the Promotion Review Committee (PRC) after a turndown for tenure. Under the expedited process, the PRC will render a reconsidered decision to promote, deny, or remand by June of the same year. This avenue will not be appropriate for all our members who are denied tenure. The appellant would have to prepare an appeal very quickly, and the use of this process comes at the cost of foregoing the protections of an Article X grievance if the PRC says “deny” on appeal. However, there will be no restrictions on the basis for the appeal. (Article X restricts the grounds for appeal and explicitly excludes “academic judgment.”) The appellant will be in direct and immediate written communication with the very same PRC members who turned her/him down, with an opportunity to provide evidence of why they should reverse themselves or remand to a lower level where a significant error was made.

NON-TENURE-TRACK FACULTY

- **The contract creates a University-Wide Task Force on Non-Tenure-Track Issues charged by President McCormick to start work this fall and complete its recommendations by December 1, 2008.**

The contract specifies that Task Force recommendations subject to mandatory negotiation must be negotiated with the AAUP-AFT. We and our NTT Caucus are committed to the active vigilance required to monitor the progress of this Task Force and negotiate its recommendations as soon as they are made. With both our and the Administration’s commitment on this issue – and with this dual commitment specified in the contract – we are confident of achieving significant contract language specific to NTT faculty within this contract cycle. President McCormick’s supportive response to University Senate recommendations on NTT issues is also now included in the contract. While we pushed repeatedly and unsuccessfully for greater strides on NTT inclusion in the contract, what we have achieved is an important first step in establishing full, functional contract language for a long-underrepresented sector of our bargaining unit.

PROCESS CHANGES ON FACULTY SALARIES

- **Salary ranges and steps are eliminated**
- **Higher minimum salaries for Assistant Instructor and Instructor Ranks**
- **Minimum and maximum FASIP awards established**
- **Payment of FASIP awards is prospective rather than retroactive**
- **Peer Evaluation Committee (PEC) receives more reliable salary information**
- **Proposed changes by deans in PEC recommendations must be discussed**
- **Language changes refer to “across-the-board” as “regular” and “FASIP” as “enhanced”**
- **Consultation but not voting on out-of-cycle salary adjustments**

Automatic step movement was eliminated a decade ago, and since then neither steps nor ranges have had utility for our members. Under the new contract, each of the six ranks, and their equivalents, has a specified minimum salary, one for AY and another for CY, adjusted each year for ATB. For assistant instructors and instructors, the initial minimums are set one range higher than the current absolute minimum for the rank, which results in \$32,310 for AY assistant instructors (\$37,121 for CY) and \$36,996 for AY instructors (\$42,589 for CY) as of July 1, 2007.

Since there are no longer steps, the minimum awards for FASIP will be set at the lesser of \$500 or 1% of current salary. Maximum awards will be three times the annual percentage allocated in ATB and FASIP combined, minus the ATB (9% in 2008-9, 13.75% in 2009-10 and 13.75% in 2010-11). Our goal in setting higher maxima than in the prior contract is to make it possible for those at the lower ranks and with lower salaries to earn significant salary improvements. The constraints of all funds budgeting and of more meaningful Peer Evaluation Committee recommendations, working in combination, should limit any tendency to unduly reward those who are already well off, while avoiding excessive salary compression. The union will publicize in a timely fashion to our members the aggregate numbers on how FASIP money is being awarded.

The FASIP program awards now become prospective. Evaluations initiated in fall 2007 will result in awards announced in spring 2008 and effective July 1, 2008, and so forth for future years. How prospective FASIP awards will be handled when the evaluation process spills into awards that would only become effective in the next contract remains to be seen, but our hope is that it will create pressure for a timely, fair settlement of our next contract.

There will be technical changes in the FASIP program, such as the specification of a target range of total FASIP dollars for each Peer Evaluation Committee (PEC) to work with, and a provision that deans who raise or lower PEC recommendations by 1% or more of salary must consult with the department chair or a designated representative of its PEC. The goal of these changes is to create greater transparency and more meaningful faculty involvement in the process.

The vocabulary of Article VIII on faculty salaries will change. Thus far this letter uses the terminology of past contracts in order to make the monetary gains clear. However, the new contract specifies a Faculty Compensation Program (FCP) with Regular (formerly ATB) and Enhanced (formerly FASIP) components of the Total Faculty Compensation (TFC).

The out-of-cycle process has been altered to retain faculty consultation but eliminates the formal vote. This was a concession on our part, one we made after analyzing the past ten years of out-of-cycle awards. Our analysis revealed that our members have been highly supportive of their colleagues who are recommended for out-of-cycle awards. The faculty vote was advisory, not binding, and we felt that keeping a place for meaningful faculty consultation in the out-of-cycle process preserved the core interest of faculty involvement. The new contract does provide for a modestly greater emphasis on outstanding achievement relative to outside offers, actual or impending. This change was an AAUP-AFT proposal intended to increase the role of outstanding achievement in the initiation of out-of-cycle awards.

OTHER MATTERS

- **Preservation of work**

We achieved improvements in Article III on the status of visiting professors and notification on use of partial appointments. We also achieved first-time language on preservation of work. Though the latter currently lacks implementation strength, these changes combined are an important step in preserving the integrity of our bargaining unit, and we will continue to build on these new provisions in future contracts.

- **Non-discrimination**

We won an expansion of non-discrimination protection to cover all veterans, civil union or domestic partnership status, familial status (including pregnancy), certain medical, physical, and genetic conditions, and changing understandings of gender and sex.

- **Political contributions**

New language in the contract allows members to efficiently contribute to an AAUP-AFT Committee on Political Education (COPE) through payroll deduction. The COPE will allow us to make political contributions to supportive candidates and in support of important issues and ballot questions at the state and local level.

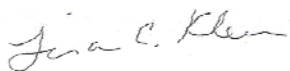
I am greatly indebted to our Negotiating Team for its skill, imagination, and perseverance over several difficult months. They have produced a contract with a good economic settlement and some major, highly progressive innovations that bode well for the future of our union and our university. The members of the AAUP-AFT negotiating team are: Rudy Bell (co-chair, History), Scott Bruton (TA/GA, History), Ian Creese (Newark, Neuroscience), Adrienne Eaton (co-chair, Labor Studies), Steve Finn (NTT, Bloustein), Kristen Gilmore (TA/GA, Social Work), Donald Siegel (NTT, Chemistry), Bill Tucker (Camden, Psychology), Charlotte Whalen (partial TA/GA, Mason Gross). The AAUP-AFT staff were also valuable members of the team.

My hope is that a strong vote for ratification will continue to promote the mutual respect and collegiality we seek with the Administration, as we lead the way toward making Rutgers an even better institution for teaching and research, a place where all members of the academic community are empowered to accomplish their very best.

Should you have any questions about the contract, please feel free to contact me.

In closing I would like to note that as I send this letter, the Administration still has failed to reach contract agreement with the Part-Time Lecturers and with the EOF counselors. The University cannot function without these vital personnel, and I urge you to join in the vigorous support that we, the faculty and the TA/GAs, intend to provide for our fellow workers. Their need for a fair contract is our need, and that of the entire university community.

In solidarity,



Lisa C. Klein, President
Rutgers Council of AAUP-AFT Chapters