



Rutgers Council of AAUP Chapters

American Association of University Professors • American Federation of Teachers

Rutgers AAUP-AFT

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June 17, 2010

TO: Vivian Fernandez, Vice President for Faculty & Staff Resources, Rutgers University

FROM: Patrick Nowlan, Executive Director, Rutgers AAUP-AFT

RE: Article 5 Grievance of the Rutgers Council of AAUP Chapters – EOF, AFT

We hereby file this Article 5 Grievance alleging violation of the December 22, 2009 Memorandum of Agreement (MOA) reached between Rutgers, the State University and the Rutgers Council of AAUP Chapters – EOF, AFT (Attachment A). **This is a non-disciplinary grievance and the Union requests that the matter be presented directly to binding arbitration on an expedited basis, thereby waiving the preliminary steps of the process.** Section G, Enforcement of the MOA, provides, in part, as follows:

Notwithstanding the nature of arbitration set forth in Article 5 of the parties' 2007-11 collective negotiations agreement, an arbitrator's decision on disputes arising under Sections A – C of this MOA shall be final and binding on the parties for the period of this MOA and shall not serve as precedent in any future matter and negotiations.

Facts:

1. The AAUP-AFT entered into the MOA with the University in December of 2009 to, in part, defer salary increases negotiated as part of the parties' July 1, 2007 – June 30, 2011 Collective Agreement. Section A.1 of the MOA provides as follows:

The 5.3% increase to annual base salaries set forth in Article 8 of the collective negotiations agreement between the parties that employees were due to receive effective of July 1, 2009, will be deferred as follows: the 2.65% across the board increase shall be deferred through May 31, 2010 and shall be paid on a prospective basis effective the first full pay period after June 1, 2010, and the 2.65% performance based increase shall be deferred through May 31, 2010 and shall be paid on a prospective basis effective the first full pay period after June 1, 2010. The division of the salary increases between across the board and performance based as established in Article 8 of the collective negotiations agreement between the parties shall be maintained.

2. On June 10, 2010, Vice President Vivian Fernandez informed the AAUP-AFT/EOF Executive Director Patrick Nowlan that the University would not pay the 2.65% across the board increase or the 2.65% performance based increases which were scheduled to be paid effective the first full pay period after June 1, 2010. (Attachment B).

Discussion:

The University's failure to pay the deferred across-the-board 2.65% increase and the deferred 2.65% performance based increase the first full pay period after June 1, 2010 violates the terms of the MOA.

Remedy Requested:

The University shall abide by the terms of the MOA and the Counselors shall be made whole.