



Rutgers Council of AAUP Chapters

American Association of University Professors • American Federation of Teachers

Rutgers AAUP-AFT

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DATE: June 28, 2010

TO: Sean Spinello, Assistant Vice President for Academic Affairs

FROM: Michael Slott, President
Part-Time Lecturer Faculty Chapter (PTLFC), AAUP-AFT

RE: Article V Grievance of the Part-Time Lecturer Faculty Chapter, Rutgers Council of AAUP Chapters, AFT (PTLFC, AAUP-AFT)

This grievance is filed on behalf of all unit members in accordance with Article V (Grievance Procedure) of the Collective Agreement between Rutgers University and the PTLFC, AAUP-AFT.

The PTLFC requests that this matter be expedited to binding arbitration and waives all preliminary steps of the grievance process

CONTRACTUAL REQUIREMENTS:

Article IV, *Salary Provisions*, of the parties' Collective Agreement (Attachment A) provides, in relevant part, as follows:

A. Minimum Base Salaries:

1. Increases to the Minimum:

d. Effective September 1, 2010, the minimum base salary rate will be \$1500 per credit except for courses involving "N" credits in Academic Foundations in Newark and in the PALS program. Hourly rates for instruction in the PALS program will be \$44.00 per hour for the Intensive and Evening programs and \$49.00 for the Corporate Program. For PTLs teaching in Academic Foundations courses in Newark, the minimum will be \$1400 per class period.

B. Across-the-Board Increases:

1. Semester Increases:

g. Fall Semester, 2010: Effective September 1, 2010, PTLs shall receive a 3.0% increase to their base salary or the applicable minimum base salary rate set forth in IV.A.1.d., whichever is higher.

G. *If the official course enrollment, that is the enrollment at the conclusion of the drop/add period, exceeds the approximate enrollment contained in the appointment letter by 33-1/3% or 25 students, whichever is lower, the PTL shall receive a salary supplement of \$200 per credit, or a salary supplement of 15% for PALS instructors. This supplement shall not apply if the excess enrollment is due to the Part-Time Lecturer giving a special permission number(s) to a student(s) for enrollment in the course, unless the Part-Time Lecturer was expressly directed to do so by the Department.*

FACTS REGARDING VIOLATION OF THE COLLECTIVE AGREEMENT:

On June 10, 2010, Executive Vice President Philip Furmanski informed the University Community that the University would “not be implementing any further salary increases so that we can begin discussions with our unions and non-aligned groups concerning the extreme fiscal crisis facing the university. This salary freeze will be effective across the university, in every area and at every level.” (Attachment B)

Imposition of a salary freeze that prevents increases to the minimum base salary rate for PTLs and/or rescinds the contractual 3% across-the-board salary increase due on September 1, 2010 violates Article IV, Sections A.1.d and B.1.g. of the Agreement. A salary freeze that prevents non-payment of salary supplements as required under Article IV.G likewise constitutes violation of the University’s contractual obligations.

REMEDY REQUESTED:

The University will abide by the terms of Article IV of the Collective Agreement and shall implement appropriate increases to the minimum base salary rate; shall pay 3% across the board increases due September 1, 2010; and shall pay any and all salary supplements due under the Collective Agreement.