

Settlement Agreement between the Rutgers Council of AAUP Chapters, AAUP-AFT, AFL-CIO Faculty-TA/GA collective negotiations unit and EOF collective negotiations unit and Rutgers, the State University of New Jersey

Certain disputes have arisen between Rutgers, the State University of New Jersey and the Rutgers Council of AAUP Chapters, AAUP-AFT, AFL-CIO Faculty-TA/GA collective negotiations unit and EOF collective negotiations unit arising out of the Memoranda of Agreement (“MOA”) signed by the parties dated August 7, 2009 and December 22, 2009, respectively. Those disputes are pending before Arbitrators B. Weinstock, M. Gold, S. MacKenzie, T. Hartigan and R. Townley.

In full and final settlement of those disputes and arbitrations, the parties agree as follows:

A. Payment of salary increases to faculty due under the August 7, 2009 MOA

1. The 2.75% enhanced salary increase payment due to be paid to faculty under MOA on July 1, 2010 shall be paid as follows:
 - a. **4/1/11** - Of the 2.75% enhanced salary increase that was to be paid to faculty on July 1, 2010, 2% will be paid to faculty retroactive to April 1, 2011 pursuant to and in accordance with notices of such enhanced increases received by faculty in or about October 2010. Such increase shall be based on the unit member’s salary as March 31, 2011.
 - b. **2/1/12** – The remaining .75% of the 2.75% enhanced salary increase that was to be paid to faculty on July 1, 2010 will be paid to faculty effective February 1, 2012 pursuant to and in accordance with notices of such enhanced increases received by faculty in or about October 2010. Such increase shall be based on the unit member’s salary as of January 31, 2012, after any increases pursuant to A(1)(a) above have been applied and in accordance with section D of this Settlement Agreement.
2. The 2.75% regular salary increase due to be paid to faculty under the MOA on January 1, 2011 (1.375%) and June 30, 2011 (1.375%) shall be paid as follows:
 - a. **2/1/12** - 1.25% regular salary increases will be paid to all faculty effective February 1, 2012. Such increase shall be based on the unit member’s salary as of January 31, 2012, after any increases pursuant to A(1)(a) above have been applied and in accordance with section D of this Settlement Agreement.
 - b. **10/1/12** – 1.5% regular salary increases will be paid to all faculty effective October 1, 2012. Such increase shall be based on the unit member’s salary as of September 30, 2012, in accordance with section D of this Settlement Agreement.

3. The 2.75% enhanced salary increase payment due to be paid to faculty under the MOA on January 1, 2011 (1.375%) and June 30, 2011 (1.375%) shall be paid as follows:
 - a. **10/1/12** - .6% enhanced salary increase to be paid to faculty on 1/1/11 will be paid to faculty effective October 1, 2012 pursuant to and in accordance with the notices of such enhanced increases received by faculty in or about February 2011. Such increase shall be based on the unit member's salary as of September 30, 2012, in accordance with section D of this Settlement Agreement.
 - b. **7/1/13** – 2.15% will be paid to faculty effective July 1, 2013 as an enhanced salary increase pursuant to and in accordance with notices of such enhanced increases received by faculty in or about February 2011. Such increase shall be based on the unit member's salary as of June 30, 2013.
4. To be eligible to receive the above salary increases, a faculty member must be on the University's payroll, in a faculty negotiations unit position, on the effective date of the increase, except that a faculty member returning from an unpaid leave of absence will have his/her salary adjusted prospectively by the amount of any salary increases set forth above for which the faculty member would have been eligible had the faculty member not been on an unpaid leave of absence. With respect to any retroactive payments, the faculty members must be on the University's payroll on the date of the payment. To be eligible to receive an enhanced salary payment pursuant to paragraphs 1 and 3 above, a faculty member also must have received a notice of an enhanced salary increase award in or about October 2010 and/or March 2011.

B. Payment of salary increases to EOF Counselors due under the December 22, 2009 MOA

1. The across-the-board salary increase to be paid effective the first full pay period after June 1, 2010 pursuant to the MOA covering the EOF unit will be paid as a 2.68% across-the-board increase retroactive to April 1, 2011. Such increase shall be based on the unit member's salary as of March 31, 2011.
2. The across-the-board salary increase to be paid effective the first full pay period after April 1, 2011 pursuant to the MOA covering the EOF unit will be paid as a 2.68% across-the-board increase effective February 1, 2012. Such increase shall be based on the unit member's salary as of January 31, 2012.
3. The performance based increase to be paid effective the first full pay period after June 1, 2010 pursuant to the MOA covering the EOF unit will be paid to eligible EOF Counselors as a 2.68% performance based increase effective October 1, 2012 based on the unit member's salary as of September 30, 2012.

4. The performance based increase to be paid effective the first full pay period after April 1, 2011 pursuant to the MOA covering the EOF unit will be paid to eligible EOF Counselors as a 2.68% performance based increase effective July 1, 2013 based on the unit member's salary as of June 30, 2013.
5. To be eligible to receive the above salary increases, an EOF counselor must be on the University's payroll in an EOF negotiations unit position on the effective date of the increase.

C. Lump Sum Payment

All faculty members in the Faculty-TA/GA collective negotiations unit and all members of the EOF collective negotiations unit will receive a lump sum payment of \$750, the first pay period in December 2012 (December 7, 2012) prior to December 25, 2012. This payment will not increase the base salaries of said employees. To be eligible for the payment, members of the units must be on the University's payroll in an eligible position on December 1, 2012, and continue to be on the payroll in a faculty or EOF negotiations unit position on the date of payment.

D. Compounding of Salary Increases

The parties agree that regular salary increases and enhanced/performance based salary increases provided for in sections A and B of this Settlement Agreement shall be compounded. However, in the event two increases are due on the same date, the raise percentages shall be added and the sum shall be applied to the unit member's salary as of the day before the increase is due.

E. Suspension of the "Subject To" Language

1. 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 with respect to payment of salary increases and lump sum payments pursuant to this Settlement Agreement. This means that all salary increases, including regular salary increases, across-the-board salary increases, enhanced salary increases and performance based salary increases, and all lump sum payments due to be paid under the terms of this Settlement Agreement will be paid without regard to the appropriation of State funds or the allocation of State funds to the University.
2. Any salary increases to be paid retroactively to a date prior to July 1, 2011 pursuant to the terms of this Settlement Agreement will be paid and the above quoted "Subject To" language in Article VIII of the Faculty-TA/GA collective negotiations agreement and Article 8 of the EOF collective negotiations

agreement will have no force or effect and will be null and void as to such increases.

3. By agreeing to paragraphs 1 and 2 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.
- F.** All claims including, but not limited to, grievances and unfair practice charges arising from or related to the University's failure to pay salary increases pursuant to the August 7, 2009 MOA covering the Faculty-TA/GA unit and the December 22, 2009 MOA covering the EOF unit are forever resolved by this Agreement. All grievances and unfair practice charges relating to such claims and all grievances relating to the Faculty Reinvestment Program shall be withdrawn with prejudice.
- G.** Any dispute involving members of the Faculty-TA/GA unit arising under this Settlement Agreement and any alleged violations of this Settlement Agreement may be submitted directly to binding 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 under this Settlement Agreement and any alleged violations of this Settlement Agreement may be grieved under the EOF collective negotiations agreement and if such grievances are not resolved, the grievance may be submitted to binding arbitration. Agreement to binding arbitration for the EOF unit in this circumstance is on a non-precedential basis.
- H.** This Settlement Agreement is subject to ratification by the AAUP-AFT membership of the Faculty-TA/GA unit and the EOF unit which ratification shall be recommended by duly authorized representatives of the AAUP-AFT. In the event either unit ratifies, this Agreement will be in full force and effect with respect to the ratifying unit, provided the ratifying unit(s) also ratifies the Memorandum of Agreement, executed simultaneously with this Settlement Agreement, that settles the parties' collective negotiations agreements through August 31, 2014.

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

On behalf of the University

Dated:

Dated: