



Rutgers Council of AAUP Chapters

American Association of University Professors • American Federation of Teachers

Rutgers AAUP-AFT
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ARTICLE 9 FILING FORM

Date Filed: July 2, 2020

Category 1

Category 2

Categories 1 and 2

This grievance is submitted directly to arbitration before Arbitrator Bonnie Weinstock.

This grievance is filed by:

Individual Bargaining Unit Member(s)

The AAUP-AFT

Jointly by the AAUP-AFT and the Unit Member(s)

Address for Mail c/o AAUP-AFT

TO: Paula J. Hak, Assistant Vice President for Academic Labor Relations

FROM: Todd Wolfson, President, Rutgers AAUP-AFT 

DATE: July 2, 2020

RE: Article 9, Category One Grievance of the Rutgers AAUP-AFT

This grievance is filed by the AAUP-AFT on behalf of its members pursuant to Article 8, Part Six of the 2018-2022 collective negotiations agreement between the AAUP-AFT and the University.

A. Statement of the Grievance

1. This is a Category One grievance challenging the University's June 8, 2020, declaration of a fiscal emergency. The AAUP-AFT disputes that a fiscal emergency exists at the University.
2. This Category One grievance further alleges that the University violated Article 8, Part Six because it failed to comply with the following contractual requirements:
 - a. The University did not comply with the requirement that it provide "a detailed explanation" for the determination that a fiscal emergency exists.

The reasons that the June 8, 2020 notice, declaring a fiscal emergency, does not satisfy the requirement that the University provide a detailed explanation include, but are not limited to, the following:

- i. The University projects a \$140 million reduction in State appropriations but provided no explanation for how it arrived at this number;
- ii. The University claims auxiliary revenue losses in FY 2020 are attributable to need to vacate dorms during the spring 2020 semester resulting in partial refunds for housing, dining and parking. However, the University did not provide information regarding how dorms will be used in the fall 2020 semester. Nor did the University provide any explanation for how it arrived at its projected auxiliary revenue number of \$176.3 million for FY 2021.

- iii. The University references healthcare revenues lost in FY 2020, but provided no explanation for its projection of lost healthcare revenue in FY 2021 of \$27.6 million
 - iv. The University provided no meaningful information with respect to expenditures or how it arrived at the expenditure numbers upon which it relies.
 - v. The University failed to explain why it is unable to pay the July 1, 2020 salary increases to AAUP-AFT unit members whose salaries and salary increases are either fully or partially funded through grants.
- b. The University did not comply with the requirement that it specify the action the University intends to take to address the fiscal emergency.

The June 8, 2020 notice declaring a fiscal emergency states that the July 2020 salary increases will be withheld, but it does not state when the raises will be paid. Simply stating that the raises will be withheld, without stating for how long – for one month, six months, a year – fails to comply with the contractual requirement that the University “specify the action the University intends to take.”

- c. The University did not comply with the requirement that it commence negotiations with the AAUP-AFT over measures to address the fiscal emergency.

The University met with the AAUP-AFT once on June 23, 2020. During that meeting the AAUP-AFT requested clarification of numerous items on the “FY 2021 Budget All Units” document, as well as clarification of items referenced in the body of the June 8, 2020 letter. The AAUP-AFT requested that the University provide the clarifying information and schedule another negotiations session. As of the filing date of this grievance, the University did not provide any of the requested information or offer another negotiations date.

3. The University’s invocation of the prefatory “Subject To” language violated Article 8 for the following reasons:

- a. The University is withholding the July 2020 salary increases without the existence of a fiscal emergency;
- b. The University is withholding raises from unit members whose salaries and salary increases are fully or partially funded through grants;

- c. The University has not specified for how long it is withholding the July 2020 salary increases. It is a violation of Article 8 to withhold the increases indefinitely.

B. This grievance is submitted directly to arbitration before Arbitrator Bonnie Weinstock

In accordance with Article 8, Part Six, this grievance is submitted directly to binding arbitration on all issues under Article 9.E of the parties' collective negotiations agreement. All issues identified in this grievance arise under Part Six of Article 8.

C. Remedies Requested

The AAUP-AFT requests that the Arbitrator, by way of remedy:

1. Determine that there is (was) no fiscal emergency, either at the time of declaration, or at any time thereafter;
2. Declare that there is (was) no fiscal emergency as to AAUP-AFT unit members whose salaries and salary increases are funded through grants;
3. Declare that the University violated Part Six of Article 8 by not providing a detailed explanation for its declaration of a fiscal emergency;
4. Declare that the University violated Part Six of Article 8 by not specifying the action it intended to take to address its declared fiscal emergency;
5. Declare that the University violated Part Six of Article 8 by not fulfilling its obligation to negotiate over measures to address the fiscal emergency;
6. Declare that the University violated the prefatory "Subject To" language by withholding the July 2020 salary increases, including the withholding of the salary increases from negotiations unit members whose salaries and raises are funded through grants;
7. Declare that the University violated the prefatory "Subject To" language by withholding the July 2020 salary increase indefinitely;
8. Order the University to pay the July 2020 salary increases, plus interest.