

Memorandum of Agreement

1. The AAUP-AFT and the University agree to extend the collective negotiations agreement covering Winter and Summer Instructors that expired on October 31, 2016 (and was previously extended through November 1, 2018) through August 31, 2022. Article XII – Term of Agreement shall be amended as follows: “This agreement shall be effective from November 2, 2018 to August 31, 2022.”
2. With the exception of the salary provisions set forth below and the attached, revised Articles III (Prohibited Discrimination and Prohibited Harassment), Article IV (“Deduction of Professional Dues”) and Article X (“Health and Safety), all other terms of the parties’ March 11, 2011 through October 31, 2016 collective negotiations agreement (and the re-opener agreement executed December 20, 2013) shall remain in effect and shall be incorporated by reference into this Memorandum of Agreement (MOA).

3. Salary Provisions:

Article VIII is amended as follows:

- A. The minimum per credit rate for Instructors teaching during the Winter and Summer Sessions in 2019, 2020 and 2021 shall be \$1,700.
- B. Each Instructor who teaches a course in Winter or Summer Session 2021 shall receive a one-time lump sum gross payment of based on \$130 per course taught during these Sessions. Each Instructor who taught a course in Winter or Summer Session 2020 shall receive a one-time lump sum gross payment of based on \$120 per course taught during those ~~S~~essions, provided that the Instructor also taught during Winter or Summer Session 2021. Each Instructor who taught a course in Winter or Summer Session 2019 shall receive a one-time lump sum gross payment of based on \$110 per course taught during those ~~S~~essions, provided that the Instructor also taught during Winter or Summer Session 2021.
- ~~D C.~~ Effective with the Winter and Summer Sessions of 2022, the minimum base salary rate for a Winter/Summer Instructor shall be \$1,900 per credit.
- ~~E. D. (formerly paragraph D)~~ The current formula (2.5% of AY salary per credit) and current salary “caps” applicable to Winter and Summer Session appointments for Instructors employed as full-time faculty on the respective campuses shall remain in effect through the 2021 Winter Session. Effective the 2021 Summer Session, the current formula (2.5% of AY salary per credit) shall be raised to 3% of AY salary per credit and the “caps” on maximum salaries on all campuses shall be increased by 3%. Full-time faculty, whose winter/summer salary is computed pursuant to the formula in this paragraph shall be paid at least the minimum base salary rate

as listed in this MOA even if computation of their winter/summer salary under the formula in this paragraph would exceed the "cap."

~~F. E.~~ Maintain Paragraph E (~~rename Paragraph F~~) of Article VIII and related footnote. Reference to Paragraph F in this Paragraph will be changed to Paragraph G

~~G. F.~~ Maintain Paragraph F (~~rename Paragraph G~~) of Article VIII.

~~H. G.~~ Amend **Paragraph** Section G (~~new Paragraph H~~) of Article VIII as follows: in line 1, refer to paragraphs A, B, C, D and F and **by adding** a footnote to clarify that "insufficient paid enrollment" shall not include enrolled students for whom tuition reimbursement is required by statute, university policy or practice, or by agreement of the parties or is reasonably expected to be paid for the above reasons by the end of the enrolled session.

Delete Paragraph H of current Article VIII.


~~I. H.~~ Amend Section I. (**now Paragraph H**) of Article VIII as follows:

If, through no fault of the Instructor, a course is canceled by a Winter/Summer Session office within seven (7) days before the date on which the class was scheduled to begin, or within seven (7) days after the date on which the class began, and the University determines not to reassign the Instructor to another course, the Instructor will receive an amount equal to seven percent (7%) of salary for the course.

~~J. I.~~ Maintain Paragraph J (**now Paragraph I**) of Article VIII.

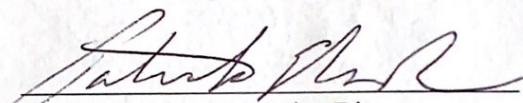
4. The parties shall establish a joint committee to examine the use of graduate employees in Winter and Summer Session. The joint committee shall meet regularly and report back to the parties within nine (9) months following the date of ratification. Establishment of a joint committee shall not preclude action by the parties on these matters during the term of this agreement.

For Rutgers University/Employer:


Richard Novak, Vice-President

Date: June 14, 2021

For Rutgers AAUP-AFT:


Patrick Nowlan, Executive Director

Date: June 14, 2021