

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement is entered into by and between Rutgers, the State University of New Jersey ("Rutgers") and the Union of Rutgers Administrators, Local 1766, AFL-CIO, American Federation of Teachers, (hereinafter the "Union") in full and final settlement of the grievance and request for arbitration bearing PERC Docket No. AR-2017-302.

1. The Union hereby agrees to withdraw its grievance and request for arbitration pertaining to PERC Docket No. AR-2017-302 with prejudice upon execution of this Settlement Agreement by all parties.

2. This Settlement Agreement represents the final binding settlement of this dispute.

3. The settlement of the grievance and request for arbitration pursuant to this Settlement Agreement shall not be deemed an admission by any party of the truth or validity of any claims, allegations, defenses, or positions asserted by either party, nor shall it be deemed an admission by Rutgers of any liability or act of wrongdoing, or of a violation of any provisions of the collectively negotiated agreement between Rutgers and the Union.

4. The parties agree that Article 33 of the Collective Negotiations Agreement between the parties (September 1, 2014 to June 30, 2018) will be revised to read as follows:

All unit employees shall be considered as probationary employees for the first ninety (90) calendar days of their employment as a regular salaried (Class 1) University employee. Employees who serve in a position other than in a regular salaried (Class 1) position immediately prior to entry into the negotiations unit must serve a 90-day probationary period upon entry into the negotiations unit. This probationary period may be extended without concurrence of the URA-AFT. Probationary employees may be disciplined or terminated at any time for any reason whatsoever at the sole discretion of Rutgers and they shall not be entitled to utilize the provisions of the Grievance Procedure.

5. The parties agree that Article 50, section B.3 of the collective negotiations agreement between the parties (September 1, 2014 to June 30, 2018) will be revised to read as follows:

The representation fee from all nonmember employees shall be deducted in biweekly installments. Representation fee deductions from the salaries of all nonmember employees shall commence on the payroll begin date as follows: thirty (30) days after the expiration of an union eligible member's probationary period for all employees who did not previously serve in a regular salaried (Class 1) or short-term temporary (Class 3) University position; or thirty (30) days after entry into the bargaining unit for employees who were serving in a regular salaried (Class 1) or short-term temporary (Class 3) university position at the time of entry into the unit, except that a short-term temporary (Class 3) employee must complete the probationary period requirements set forth in Article 33 of this

Agreement; or the tenth (10th) day following reentry into the bargaining unit for employees who previously served in bargaining unit positions and who continued in the employ of the University in a nonbargaining unit position. For the purpose of this Article, ten (10) month employees shall be considered to be in continuous employment.

If, during the course of the year, the nonmember becomes a URA-AFT member, the University shall cease deducting the representation fee and commence deducting union dues after receipt of a voluntary written authorization for such deduction on a form acceptable to Rutgers.

6. Except as modified by this Settlement Agreement, Articles 33 and 50 of the collective negotiations agreement between the parties (September 1, 2014 to June 30, 2018) shall remain unchanged.

7. The parties agree that the language in paragraphs 4 and 5 of this Agreement will be deemed incorporated into Articles 33 and 50 of the Collective Negotiations Agreement (September 1, 2014 to June 30, 2018) as though set forth in full therein. Rutgers will post this Settlement Agreement with the parties' Collective Negotiations Agreement (September 1, 2014 to June 30, 2018) on the University's website where the parties' Collective Negotiations Agreement is currently posted.

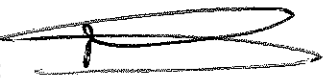
8. This Settlement Agreement shall be interpreted, construed, and governed by the laws of the State of New Jersey.

9. The parties represent and declare that this Settlement Agreement constitutes the sole, exclusive and entire agreement among and between themselves for full and complete settlement of the Grievance. There are no other agreements, promises, understandings, obligations, covenants, or representations between them with respect to such matters.

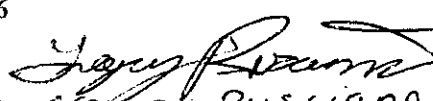

10. Except as modified by this Agreement, nothing in this Agreement is intended to modify the terms and conditions of the Collective Negotiations Agreement between Rutgers and the Union.

11. The individuals below represent that they have the authority to enter this Agreement on behalf of their principals.

**FOR RUTGERS, THE STATE UNIVERSITY
OF NEW JERSEY**

BY: 
Date: 11-15-17

**FOR UNION OF RUTGERS
ADMINISTRATORS-AMERICAN
FEDERATION OF TEACHERS, LOCAL
1766**

BY:  
Date: 11/10/2017 Darlene Smith, JED
11/10/2017