

AGREEMENT

BETWEEN

RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY

and

POST-DOCTORAL ASSOCIATES AND POST-DOCTORAL FELLOWS

RUTGERS COUNCIL OF AAUP CHAPTERS

AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS-  
AMERICAN FEDERATION OF TEACHERS, AFL-CIO

July 1, 2022 - June 30, 2026

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## **AGREEMENT**

This Agreement between Rutgers, The State University (hereinafter called the “University”), and the post-doctoral associates and post-doctoral fellows represented by the Rutgers Council of AAUP Chapters, American Association of University Professors-American Federation of Teachers, AFL-CIO (hereinafter called the “Union”) is made and entered on this 1<sup>st</sup> day of July 1, 2022.

### **1 - PURPOSE**

The parties recognize and declare that it is their mutual goal to maintain a harmonious relationship in determining conditions of employment. To this end they mutually enter into this agreement intended to state the employment relations between the University and the Union.

### **2 - RECOGNITION**

The University recognizes the Rutgers Council of AAUP Chapters, AAUP-AFT, AFL-CIO (hereinafter, "the Union"), as the sole and exclusive representative of all Rutgers University (hereinafter, "the University") employees included below for the purpose of collective negotiations for terms and conditions of employment.

1. Included: All regularly employed post-doctoral associates and post-doctoral fellows employed by Rutgers University.
2. Excluded: Managerial executives, confidential employees, and supervisors within the meaning of the New Jersey Employer-Employee Relations Act; craft employees, non-professional employees, police employees, casual employees, T-coded employees, employees whose inclusion presents a conflict of interest, post-doctoral fellows who are not employed by Rutgers University, students, employees represented in other negotiations units, and all other employees employed by Rutgers University.

### **3 – PROHIBITED DISCRIMINATION AND PROHIBITED HARASSMENT**

1. All negotiations unit members are protected by and subject to University policies prohibiting discrimination, harassment, retaliation, workplace violence, sexual violence, relationship violence, stalking and related misconduct (as amended from time to time).
2. A negotiations unit member alleging a violation of the above-referenced policies is encouraged to contact the Office of Employment Equity (“OEE”).
3. There shall be no discrimination or harassment by the University or the AAUP-AFT against any member of the negotiations unit because of race, creed, color, sex, religion, national origin, ancestry, marital status, civil union status, domestic partnership status, familial status, age, autism spectrum disorder, disability or atypical hereditary cellular or blood trait, genetic information, refusal to submit to a genetic test or make available the results of a genetic test, veteran status, affectional or sexual orientation, gender identity or expression, or membership or non-membership in or activity on behalf of or in opposition to the Union, or any other legally protected status.

## **4 - DEDUCTION OF UNION DUES, REPRESENTATION FEES AND POLITICAL CHECK-OFF**

### **A. UNION DUES**

1. The University agrees to deduct on a pro-rata basis from each paycheck on the salary payment schedule and frequency in effect when the dues deduction commences, the appropriate union dues of each member of the unit, as defined herein, for whom the Union furnishes to the University a voluntary written authorization for such deduction, on a form acceptable to the University. The University may modify the salary payment schedule and frequency in the future, and shall notify the Union of such change at least thirty (30) days in advance of the effective date of the changes. Once the Union furnishes to the University such voluntary written authorization for such deductions from any unit member, that unit member will retain that status each term that they are employed as a member of the unit, unless that member submits a written withdrawal of their authorization. Withdrawals of unit member authorizations for the deduction of dues shall be in accordance with applicable statutes, court decisions, and the terms of the agreement set forth between the Union and the unit member on the membership/dues authorization card, or equivalent documents. Unit members must submit written withdrawals of their authorization to the Union. It is the Union's responsibility to transmit withdrawals of authorization for deduction of union dues to the University. The University will continue to deduct dues until it receives the withdrawal of authorization.

2. The University shall reinstate dues deduction of any unit member who previously left the unit and who has previously given voluntary written authorization for the deduction of union dues and was having union dues deducted at the time of leaving the unit. The resumption of dues deduction shall be made as soon as practical after receipt by the University of written notice from the Union that a unit member again is in a position covered by the recognition clause of this agreement.

3. The amount of Union dues shall be such amounts as may be certified to the University by the Union from time to time, and at least thirty (30) days prior to the date on which deduction of the Union dues is to be made.

4. The University shall remit to the Union all professional dues deducted pursuant hereto every four weeks together with a list of names and titles of members of the unit from whose pay such deductions have been made.

### **B. POLITICAL CHECK-OFF**

1. To the extent permitted by law and as described more particularly in Appendix A and Appendix B to this Agreement, as soon as practical after the effective date of this Agreement, the University shall upon presentation of a proper and duly signed authorization form, deduct from the salary of each employee in the collective negotiations unit the sum authorized by the employee, not to exceed the limits prescribed by law, for the purpose of contributing to the AFT Committee on Political Education (COPE). This provision applies to present and future members and

nonmember employees in the collective negotiations unit.

2. The deductions referred to above shall be forwarded to Union in accordance with the provisions of applicable law and as described more particularly in Appendix A and B of this Agreement.

## 5 – DESIGNATION OF UNION REPRESENTATIVES AND THEIR PRIVILEGES

### A. Designation of Union Representatives

The University respects and recognizes unit employees' rights to participate in the governance of their Union. The Union respects and recognizes the importance of the University's ongoing activities, operations, and research.

### B. Access to/Use of University Facilities

1. Authorized representatives of the Union shall have access to appropriate University spaces to meet with unit employees, and unit employees shall have the right to participate in the governance and other activities of their Union, such as attending Union meetings, discussing Union matters with colleagues, investigating potential grievances and meeting with University representatives to discuss and adjust grievances, provided that this shall not interfere with or interrupt normal University, unit, or departmental operations or activities.

Access shall include the right of union representatives to meet with newly hired unit members, without charge to the pay or leave time of the unit member, for 30 minutes, within 30 calendar days from the date of hire, during new employee orientations, or if the unit member does not attend an orientation, at individual or group meetings.

Such authorized representatives' access to appropriate University spaces and the participation by unit employees in Union governance and other Union activities must comply with applicable University policy and State or Federal regulations, and must be discussed with and approved by the appropriate principal investigator or supervisor in advance to avoid disruption or interference with ongoing University activities or the unit member's work assignment. Authorization for access to University spaces by Union representatives, and/or participation by unit members in the governance or other activities of the Union, shall not be unreasonably denied.

2. The Union shall be permitted to make reasonable use of University facilities and equipment, including duplicating, computing, and office equipment, as well as audiovisual equipment, all in accordance with University departmental, and decanal unit procedures. The Union shall pay reasonable costs as established by the University for the use of facilities and equipment.

### C. Union Access to Information

The University will establish a secure web site to permit access to view and download employment and personal information for all unit employees. Such access shall be granted to a designated Union representative within ten (10) calendar



days from the date of hire for the following data elements:

Name  
Title  
Department  
Campus Address  
Campus Phone #  
Campus Email Address  
Personal Email Address  
Home Address  
Home Phone #  
Cell Phone #  
Date of Hire  
Salary  
Gender  
University Identification Number

The Union agrees to use information related to the home addresses and home phone numbers of Union members for the sole purpose of communicating with members for Union purposes and shall not convey home addresses or home phone numbers to any third party without first seeking authority from the individual. The Union agrees to indemnify and hold Rutgers, its governors, trustees, officers, agents, employees, representatives, successors, and assigns, harmless against any and all liabilities, costs, claims, expenses, losses, judgments, attorneys' fees and interest, of any nature and without limitation, arising in whole or in part from the release of home addresses or home phone numbers to the Union. Rutgers shall retain its right to determine its course of conduct, including but not limited to the right to select counsel and determine strategy, in any claim or action arising out of or by reason of providing home addresses or home phone numbers to the Union. This indemnification shall also cover any claims or actions in connection with defending the legality of this indemnification. Furthermore, the Union will not challenge the legality of this indemnification provision or any portion thereof, nor assist any other person or entity in doing so. In the event that this indemnification is deemed to be illegal or against public policy or otherwise unenforceable by any court or administrative agency of competent jurisdiction, the parties agree that any obligations which Rutgers may have regarding providing home addresses or home phone numbers shall cease, effectively immediately.

D. Posting of Union Notices

The University shall post official Union notices at the University Human Resources (UHR) offices on the New Brunswick, Newark, and Camden campuses. The University shall also allow Union representatives to post official Union notices on existing bulletin boards or other physical spaces customarily used for official notices to University employees.

The Union agrees that notices posted on such bulletin boards or other physical spaces shall contain material related to official Union business only.

The Union further agrees that notices posted on such bulletin boards or other physical spaces shall conform to any policies and procedures that may be adopted by the University and that apply equally to all notices.

E. Campus Mail

For as long as Campus Mail is a service provided by the University, the Union is entitled to, to the extent permitted by law, without charge by University, to use campus mail up to three times per semester for the Union's newsletter to its negotiations unit members. The Union will not send, and the University will not carry, by campus mail any other matter except upon payment of appropriate United States Postal charges.

The Union shall indemnify and save harmless the University against any and all claims, demands, suits, judgments, settlements, or any other forms of liability, including reasonable counsel fees and other costs of defense, that shall arise out of or by reason of any action taken by the University to comply with the previous section, including liability for United States Postal charges, or that arise out of or by reason of actions taken by the University in connection with defending the legality of this indemnification provision. The Union shall remit payment for said fees and costs to the University within 30 days after receipt of a detailed statement of services rendered in connection with said defense. If full payment is not remitted within 30 days, the University's obligation pursuant to previous section shall be suspended for so long as this statement of services remains unpaid.

The University shall retain its right to determine the course of conduct, including but not limited to, the right to select counsel and determine strategy, in any action arising out of or by reason of the provisions of the previous paragraph.

In the event this indemnification provision is found by any court or administrative agency of competent jurisdiction to be illegal or against public policy, then the University's obligation under above paragraph shall terminate.

If the University no longer provides the Campus Mail service, this clause will be voided.

F. Electronic Communication

So long as use is limited to non-work time and use is subject to all policies, procedures and practices generally applicable to use of University email and the University's email system, including those applicable on a University-wide, campus, department, program or unit basis, the Union and its officers and stewards shall be entitled to use of University electronic mail (email) for communication with one another, with the University's representatives and with negotiations unit members for purposes of scheduling meetings, responding to informational inquiries, disseminating information pertaining to normal

union activities, and negotiations unit employees shall be entitled to use their University email accounts to send and receive information pertaining to normal union activities.

## 6 - APPOINTMENT AND REAPPOINTMENT

- A. An initial appointment shall normally be for two years, provided there is sufficient funding for the entire two-year appointment. If there is insufficient funding for a two-year appointment, the initial appointment shall normally be for one year.
- B. Reappointment shall be at the discretion of the department, principal investigator or supervisor and shall normally be for one year, but may exceed one year at the discretion of the department, principal investigator or supervisor.
- C. There may be instances where appointments or reappointments of less than a two-year or one-year term will be appropriate or necessary. In such instances, appointments or reappointments of less than a two-year or one-year term may be made at the discretion of the principal investigator or supervisor.
- D. Unit members may serve at Rutgers in the postdoctoral associate or postdoctoral fellow titles for up to five years. In filling vacant full-time non-tenure track (NTT) faculty research title series positions, the University shall interview qualified unit members who apply for the vacant position, satisfy all qualifications of the position and served as a unit member for a minimum of four years.
- E. Where possible, at least two weeks prior to the initial appointment, an appointment letter from the University will be sent indicating start date, salary, principal investigator or supervisor, project name(s), end date of appointment and the URL of the Office of University Labor Relations website posting this collective negotiations agreement. Reappointment letters shall follow the same format.

## 7 - SALARIES

1. Effective July 1, 2022, the minimum salary for negotiations unit employees shall be \$52,500 for a calendar year appointment. Salaries for negotiations unit employees on academic year appointments shall be subject to University conversion guidelines. All negotiations unit employees employed in a position covered by this Agreement as of June 30, 2022, whose salary exceeds the minimum shall receive a 5.0% salary increase or an increase provided by the funding source, whichever is greater. All negotiations unit employees employed in a position covered by this Agreement as of June 30, 2022 whose salaries are below the minimum salary shall receive the greater of the minimum salary, a salary increase of 5.0%, or an increase provided by the funding source. In order to receive an increase provided for in this paragraph, the negotiations unit employee must be employed in a position covered by this Agreement continuously through the date of payment. Nothing precludes an employee from receiving a salary or an increase greater than those listed above.

2. Effective July 1, 2023, the minimum salary for negotiations unit employees shall be \$56,963 for a calendar year appointment. Salaries for negotiations unit employees on academic year appointments shall be subject to University conversion guidelines. All negotiations unit employees employed in a position covered by this Agreement as of June 30, 2023, whose salary exceeds the minimum shall receive an 8.5% salary increase or an increase provided by the funding source, whichever is greater. All negotiations unit employees employed in a position covered by this Agreement as of June 30, 2023 whose salaries are below the minimum salary shall receive the greater of the minimum salary, a salary increase of 8.5%, or an increase provided by the funding source. In order to receive an increase provided for in this paragraph, the negotiations unit employee must be employed in a position covered by this Agreement continuously through the date of payment. Nothing precludes an employee from receiving a salary or an increase greater than those listed above.

3. Effective July 1, 2024, the minimum salary for negotiations unit employees shall be \$61,805 for a calendar year appointment. Salaries for negotiations unit employees on academic year appointments shall be subject to University conversion guidelines. All negotiations unit employees employed in a position covered by this Agreement as of June 30, 2024, whose salary exceeds the minimum shall receive an 8.5% salary increase or an increase provided by the funding source, whichever is greater. All negotiations unit employees employed in a position covered by this Agreement as of June 30, 2024 whose salaries are below the minimum salary shall receive the greater of the minimum salary, a salary increase of 8.5%, or an increase provided by the funding source. In order to receive an increase provided for in this paragraph, the negotiations unit employee must be employed in a position covered by this Agreement continuously through the date of payment. Nothing precludes an employee from receiving a salary or an increase greater than those listed above.

4. Effective July 1, 2025, the minimum salary for negotiations unit employees shall be \$63,968 for a calendar year appointment. Salaries for negotiations unit employees on academic year appointments shall be subject to University conversion guidelines. All negotiations unit employees employed in a position covered by this Agreement as of June 30, 2025, whose salary

exceeds the minimum shall receive a 3.5% salary increase or an increase provided by the funding source, whichever is greater. All negotiations unit employees employed in a position covered by this Agreement as of June 30, 2025 whose salaries are below the minimum salary shall receive the greater of the minimum salary, a salary increase of 3.5%, or an increase provided by the funding source. In order to receive an increase provided for in this paragraph, the negotiations unit employee must be employed in a position covered by this Agreement continuously through the date of payment. Nothing precludes an employee from receiving a salary or an increase greater than those listed above.

5. The University shall fund contractual salary increases for unit members on grants with budgets approved by funding agencies that are not already accounted for in existing grant funds or unit/department budgets, including start-up funds. This will be accomplished by awarding compensatory funds to cover the difference between budgeted salary increases and negotiated salary increases, if the total amount of the awarded grant funding is not increased by the grantor to cover the negotiated salary raises for the duration of the grant or start-up funds. If unit/department budgets do not have sufficient funds to pay the negotiated increases, the University shall fund those increases.

6. Under special circumstances, the principal investigator or supervisor may request an exception to the above salary minima. Requests to deviate from these salary provisions must be made to the appropriate dean and the Executive Vice President for Academic Affairs. Such requests shall be in writing and shall include an explanation for why the exception is needed. Those exceptions approved by the University will be reported to the union annually.

7. Notwithstanding section 5 above, negotiations unit employees shall receive all other salary increases as outlined in this article.

8. Notwithstanding the above provisions, negotiations unit members' salary movement shall be subject to the guidelines of the funding source, subject to the availability of funds and in accord with applicable legal requirements.

9. Negotiations unit employees' continued employment is subject to the continuation of salary funding by the funding source and a continuing need for the position. To the extent that a negotiations unit employee's employment will be discontinued for these reasons, the negotiations unit employee will receive thirty (30) calendar days' notice.

10. If a negotiations unit employee's employment is discontinued due to unsatisfactory performance or to conditions related to the disciplinary process in Article 15, advanced notice will not be required.

## 8 - GRIEVANCES

### Informal Resolution of Disputes or Disagreements

The parties recognize the value of exploring informal resolution of disputes or disagreements between unit members and principal investigators or supervisors prior to the initiation of a grievance under this article, and mutually encourage such attempts at informal resolution. Such efforts at informal resolution shall not suspend the timeliness requirements for filing a grievance as set forth below. Any agreements reached through an informal resolution process shall be reduced to writing and shall not be precedential, but shall be binding for the current matter only. Informal resolution may take place at anytime during the process outlined below. Informal resolution does not modify or alter the terms of this collective negotiations Agreement.

#### A. Definition of grievances under this article

- 1) Grievances under this article are claimed violations of any provision of this Agreement or of any Rutgers policy relating to mandatorily negotiable terms and conditions of employment which has been presented pursuant to this Article.
- 2) A grievance under this Article may be presented by a negotiations unit member or members if more than one member has been affected, and/or by the Union (hereinafter collectively referred to as the "grievant(s)").

#### Grievance Process

- 1) A grievance must be filed in writing with the Office of University Labor Relations on a form acceptable to the University as described in Section C. 1 below within 60 working days of the date of the occurrence of the alleged violation or within 60 working days from the date the aggrieved unit member(s) knew or should reasonably have known of the occurrence of the alleged violation.
- 2) The grievance filing may include a request by the grievant(s) for mediation. The mediator will be selected from the existing panel of mediators mutually agreed upon by the AAUP-AFT and the University. The mediator shall be selected in standard rotation order for this cohort. The parties will attempt to obtain and schedule a mediation date within 30 days of a request. The results of the mediation, if successful, shall be reduced to writing and signed by the parties. No more than a total of six hours' service by the mediator shall be permitted for each grievance unless additional time is agreed to by the University and the Union. The fees associated with the mediator's services shall be divided equally between the parties. If no resolution is achieved through mediation, or if mediation is not requested, the grievance shall proceed as outlined below.

3) The University shall schedule a Step One meeting with the grievant(s) and any other appropriate parties within 20 working days of the filing of the grievance statement, or within 20 working days after mediation, whichever is applicable. At this Step One meeting, the parties will endeavor to settle the grievance. Any agreement will be reduced to writing and signed by the parties. If the matter remains unresolved at the conclusion of the Step One meeting, the University representative conducting the meeting shall render a written decision concerning the grievance within 20 working days of the Step One meeting.

4) If the grievant(s) is not satisfied with the disposition of the grievance at Step One, within 20 working days of the written Step One decision, the grievant(s) may appeal the Step One decision by requesting in writing a resolution by the Executive Vice President for Academic Affairs or his/her designee ("EVPAA"). Such written request shall be filed with the Office of University Labor Relations and shall include the initial grievance statement, the Step One decision, and a statement of the reasons that form the basis of the appeal. The EVP AA shall conduct whatever investigation he/she feels is necessary in order to render a decision concerning the grievance. The EVPAA shall render a written decision within 30 working days after the filing of the written appeal by the grievant(s). The decision of the EVPAA shall be final and binding on all parties, except as set forth below in Section 5.

5) Notwithstanding the above, grievances in which the negotiations unit member alleges a violation of Article 7, Salaries, may be appealed by the union to binding arbitration on behalf of a member or members of the negotiations unit as outlined in paragraph B.5.a. below.

a. If the Union is not satisfied with the decision of the EVPAA, within 20 working days of the written decision of the EVPAA, the Union may request in writing that the grievance be submitted to arbitration. If the AAUP-AFT submits a grievance to arbitration, the AAUP-AFT will submit to the Office of University Labor Relations a copy of its submission. The arbitrator will be selected from the existing panel of mediators/arbitrators mutually agreed upon by the AAUP-AFT and the University. The arbitrator shall be selected in standard rotation order for this cohort, except that the person who previously served as mediator shall not arbitrate the same grievance. The appointed arbitrator will submit, within thirty (30) calendar days of the close of the hearing, a written decision. No arbitrator functioning under the provisions of this grievance procedure shall have the authority to amend, modify, or delete any provision of this Agreement. The arbitrator's decision shall be binding upon the University and the AAUP-AFT, and the grievant, to the extent permitted by and in accordance with applicable law and this Agreement. The fees associated with the arbitrator's services shall be divided equally between the parties.

#### C. Provisions applicable to grievances under this article

1. All grievances must be filed on a form acceptable to the University and specifically set forth which provision of this Agreement and/or Rutgers Policy is alleged to have been violated, who is alleged to have committed the violation, when and where the alleged violation occurred, and the relief sought, and must be signed by the unit member(s) filing the grievance or in the case of a grievance filed by the Union, specify the unit member(s) for whom the grievance is filed and their departments/academic units.



2. Any written decision or written answer to a grievance made at any step which is not advanced to the next step within the time limits provided, or such additional period of time as may be mutually agreed upon in writing, shall be considered final. If the University should exceed the time limits in replying to any grievance at any step in the grievance procedure, the grievance may be advanced to the next step within the time limitations for advancing a grievance.
3. "Working Days" are all days on which the administrative offices of the University are open for business as specified in the University administrative calendar.
4. The timeliness of a grievance submitted shall be determined by the date on which the original written grievance statement is received by the Office of University Labor Relations. Grievances shall be submitted to the Office of University Labor Relations by email. The time limits pursuant to this article may not be modified unless in writing by mutual agreement of the grievant(s) and the Office of University Labor Relations. Efforts at informal resolution shall not suspend the timeliness requirements for filing a grievance.
5. The filing of a grievance under the provisions of this Article shall not prevent the University from taking the action complained of, subject however to the final decision on the grievance. Pending final disposition of the grievance, the aggrieved unit member(s) shall fulfill his/her professional duties as assigned. Failure to do so may result in discipline.
6. This grievance article procedure, whether or not pursued, shall constitute the sole and exclusive remedy of negotiations unit member(s) and the Union for all claims cognizable under this procedure.
7. The parties affirm the importance of resolving claimed violations in a manner which respects both the unit member(s) and the work for which the unit member(s) has been hired. With that in mind, efforts shall be made by all parties to ensure that this process is carried out efficiently and expeditiously.

## 9 - PAID TIME AWAY FROM WORK

- A. Paid Time Off (other than official university holidays and bereavement leave). Full time members of the unit with twelve-month appointments/reappointments shall be entitled to 22 days paid time off on an annualized basis. Such time shall be prorated for part-time appointments/reappointments and appointments/reappointments for less than a twelve-month period. Scheduling of such days shall be made with the approval of the principal investigator or supervisor, which shall not be unreasonably denied. Paid time off may not be rolled over from one appointment/reappointment to the next. Consistent with funding agency regulations, all paid time off shall be exhausted before the final date of employment.
- B. Holidays. Members of the unit shall be entitled to paid leave on official university holidays, unless required to work during one or more university observed holidays due to operational needs. If required to work during one or more university observed holidays due to operational needs, unit members will be permitted to take another day or days off in lieu of the university holiday(s) worked, to be scheduled with the approval of the principal investigator or supervisor.
- C. Bereavement Leave. Unit members shall be entitled to up to three (3) days bereavement leave due to a death in the immediate family (i.e., mother, father, spouse, domestic partner, partner in a civil union, parent of a domestic partner, child, foster child, stepchild, child of a domestic partner, child of a partner in a civil union, parent of a partner in a civil union, stepparent, foster mother, foster father, ward, sister, step sister, brother, step brother, grandmother, great grandmother, grandfather, great grandfather, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, or any relative of the unit member residing in the member's household).

In the event the funeral of a member of the immediate family is held at a distant location and the unit member will attend, an exception to the above may be requested by the unit member of the principal investigator or supervisor to provide for up to five (5) days of absence for the bereavement leave. "Distant location" is herein defined as a place to which travel for the better part of a day would be necessary. All bereavement leave must be utilized within one hundred twenty (120) calendar days from the date of death, but requests for an extension to utilize bereavement leave due to a public health emergency that delays funeral or memorial observance, or for religious, cultural or travel reasons shall not be unreasonably denied. The principal investigator or supervisor may require verification.

- D. Unit members Embedded at Other Institutions. Unit members whose assignment requires them to work at another institution's or company's facility shall follow the paid time off policies of the host institution (including holiday, vacation, sick and bereavement, if any) and paragraphs A, B and C shall not apply in such instances.

## **10 - UNIVERSITY CLOSINGS**

A. For a day or days when the University and/or work site(s) of a unit employee is(are) officially declared as closed by the appropriate University officer, unit employees shall not be required to report to work, except as directed by the principal investigator or supervisor as set forth in Section B. below.

B. In certain instances, unit employees may be required to report to work even when a work site is officially closed to perform project-related functions, at the discretion of the principal investigator or supervisor. Principal investigators and supervisors shall not unreasonably or arbitrarily require unit members to report to work when the University or a work site or sites are officially closed. If a unit member is required to work during one or more days when the University is officially closed due to project needs, that unit member will be permitted to take another day or days off, to be scheduled with the approval of the principal investigator or supervisor.

## **11 - JURY DUTY**

Rutgers shall grant time off with full normal pay to those unit employees who are required to serve for jury duty during such periods as the unit employee is actually serving. If jury duty does not require a full day, it is expected that the unit employee will return to his/her duties. Unit employees are required to submit to their principal investigator or supervisor the notification of jury duty upon receiving it, and, upon request, to submit verification of daily attendance upon their return to work.

## **12 - FAMILY AND MEDICAL LEAVES OF ABSENCE AND OTHER WORK/LIFE ACCOMMODATIONS**

In so far as the law allows, unit members are entitled to unpaid family leave as provided by The New Jersey Family Leave Act (NJFLA), N.J.S.A. 34:11B-16, and Federal Family and Medical Leave Act (FMLA) of 1993, 29 U.S.C. 2601. A description of employees' rights and obligations under these laws shall be posted on the University Human Resources website. In so far as the law allows, unit members are also entitled to benefits as established by the State's Family Leave Insurance law at N.J.S.A. 43:21-39.1. A request for family leave shall be made as far in advance as is reasonably practicable.

In the event that a negotiations unit member is eligible for a leave of absence under the FMLA, the NJFLA, and/or the New Jersey SAFE Act, and/or any other applicable law, the University shall designate the leave under the applicable law. All paid time off must be used, if applicable, concurrently with any unpaid statutory leave.

In the event that a negotiations unit member exhausts applicable paid time off (or, if the negotiations unit member does not have paid time off available to charge concurrently with a leave granted pursuant to the FMLA, NJFLA, and/or New Jersey SAFE Act), the remaining statutory leave time shall be unpaid.

If a negotiations unit member seeks leave for a qualifying reason under the FMLA, NJFLA, and/or New Jersey SAFE Act, but the unit member is ineligible for leave under those statutes, the unit member may request leave as a reasonable accommodation under the Americans with Disabilities Act (ADA) and/or the New Jersey Law Against Discrimination (NJLAD). If a unit member seeks leave as a reasonable accommodation under the ADA or the NJLAD, the unit member shall submit such a request to the Rutgers Office of Employment Equity (OEE) and comply with the reasonable accommodation process.

A negotiations unit member who requests a family leave shall endeavor, in the timing of such leave, to accommodate the needs of the academic or research program. The principal investigator or supervisor is encouraged to work with members of the negotiations unit in this regard within the confines of the needs of the academic or research program involved.

The liaison for work and family issues jointly designated by AAUP-AFT and the University shall also serve unit members in this capacity.

Individual members of the negotiations unit may discuss additional modifications of their workload assignments with their principal investigator or supervisor with regard to their particular personal, parental or familial circumstances.

The University shall continue to provide lactation spaces in accordance with law.

### **13 – LEAVE WITHOUT PAY**

If a unit member is confronted with a situation of unusual circumstances, a request for a leave of absence without salary for personal reasons will be considered by the principal investigator or supervisor.

The maximum number of days available for such a leave is thirty (30) days unless travel to home country is required for a visa issue, then the maximum number of days available for leave will be sixty (60) days. A request for such a leave must be submitted in writing to the principal investigator or supervisor.

### **14 - EMPLOYEE ASSISTANCE PROGRAM**

So long as Rutgers offers its employees an employee assistance-type program to provide services such as counseling and referrals in support of personal and professional well-being, unit employees shall be eligible to access such benefits on the same basis and to the same extent as made available by University Human Resources to other Rutgers employees. All applicable program confidentiality policies shall apply to unit employees who make use of the program.

### **15 - DISCIPLINARY PROCESS**

No unit member shall be discharged, suspended or otherwise disciplined except for a legitimate, non-arbitrary reason that, given the facts and circumstances known to the employer, exists at the time.

The sole and exclusive remedy for unit members receiving written disciplinary action shall be to file a grievance in accordance with the Grievance Procedure set forth in this Agreement.

Written reprimands, letters of suspension and letters of termination given to a unit member will contain the reasons for such action. All such notices shall be sent regular mail, e-mail or delivered in person to the unit member.

A unit member shall, upon request, be entitled to have a union representative present at an investigatory meeting or questioning which the unit member reasonably believes could result in disciplinary action.

## 16 – PARKING

The annual motor vehicle registration fee for employees wishing to register their vehicles for the use of surface campus parking facilities shall be 1/10th of 1% of the employee's annual salary for employees earning less than \$25,000. Thereafter, for salaries from \$25,000 to \$29,999 the rate shall be 11/100th of one percent (.0011). For salaries from \$30,000 to \$34,999, the rate shall be 12/100th of one percent (.0012). For salaries from \$35,000 to \$39,999 the rate shall be 14/100th of one percent (.0014). For salaries from \$40,000 to \$44,999 the rate shall be 16/100th of one percent (.0016). For salaries from \$45,000 to \$49,999 the rate shall be 18/100th of one percent (.0018). Thereafter, the rate shall increase 2/100th of one percent (.0002) for each additional \$10,000 of salary or portion thereof, the new rate to be applied to the entire salary. Thus, the rate for \$50,000 to \$59,999 shall be .002; \$60,000 to \$69,999 shall be .0022; \$70,000 to \$79,999 shall be .0024, etc.

The fee shall be based on the employee's annual salary at the time of billing.

To the extent permitted by law, and through June 30, 2023, employees who pay the motor vehicle registration fee for the use of campus parking facilities by way of payroll deduction shall be given the option of paying said fee by way of a pretax payroll deduction.

Collection of the motor vehicle registration fee will commence in July of each year.

The annual parking permit is valid from July 1 to June 30.

Commencing July 1, 2023, to the extent permitted by law, employees who pay the motor vehicle registration fee for the use of campus parking facilities by way of payroll deduction shall be given the option of paying said fee by way of a pretax payroll deduction from their bi-weekly pay in 26 annual payments. Employees hired during the Fiscal Year shall pay a motor vehicle registration fee (as determined above), for the bi-weekly pay periods remaining in the Fiscal Year in which the employment commenced. Registration of vehicles shall automatically renew.

- (1) Employees may cancel registration for parking by notifying the Rutgers Department of Transportation Services. Said notification will become effective as soon as operationally feasible after the request has been made. Employees will not be permitted to restore parking privileges until the start of the next registration period.
- (2) Separation from Rutgers will automatically terminate parking fee deductions after the point the notification of termination becomes effective.

## **17 - HEALTH BENEFITS**

The parties acknowledge that pursuant to N.J.S.A. 52:14-17.25 et. seq., employees of the University, are deemed to be employees of the State for purposes of health benefits and that health benefits are provided to eligible employees as set forth in applicable statutes and regulations.

During the term of this Agreement, the University will continue the Rutgers Vision Care Program for employees of the University represented by the AAUP-AFT.

## 18 - HEALTH AND SAFETY

### Joint Union Health and Safety MOA

In recognition of the fact that each collective negotiations unit has somewhat different health and safety language, this proposal outlines certain foundational principles that should be incorporated in each health and safety article and shall be applicable only to the signatories of this agreement set forth below.

The following principles should be part of each contract:

#### 1. A General Statement

Rutgers and the Unions agree to the importance of a safe and healthy work environment and to strategically work together to improve health and safety. The University shall act in compliance with NJSA 34:6A-33 and shall furnish to each of their employees with employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death, serious injury or physical harm to their employees.

#### 2. Response to Health and Safety Issues

- a. Employees shall report health and safety complaints to a chair, program director or dean and to the Rutgers Environmental Health and Safety (REHS). It shall be the responsibility of the department, program, or school leadership in conjunction with REHS to immediately take steps to investigate any employee complaint.
- b. The University shall use best efforts to make an initial determination of whether the conditions forming the basis for the complaint pose a danger to the health and safety of unit members within 48 hours from the filing of the complaint. If conditions pose an imminent danger to the health and safety of employees, the University shall take immediate steps to provide employees with a healthy and safe work environment. Those steps may include relocations to another university building or facility, remote work, early dismissal, or any other practical remedy. The University's initial determination shall be provided to the affected department(s), the employee(s) filing the complaint, and the Union(s) representing the employee(s), and shall include a description of the steps to be taken to remediate the unsafe or unhealthy condition.



- c. If the Union or the employee disagrees with the determination of REHS, a grievance may be filed directly with OULR. CRU union collective negotiations agreements will provide for the expedited arbitration of health and safety grievances. For an imminent danger, an employee may request to be relocated while awaiting a finding by REHS, another unit of the University, PEOSH or an arbitrator appointed in accordance with the applicable collective negotiations agreement. The University will, if feasible, accommodate such a request and relocate the employee to a different university building or permit the employee to work remotely, if the employee's duties can be performed remotely.

3. Right to Information, including Access by Union Retained Health and Safety Expert

- a. Health and safety information requested by a Union shall be provided as soon as possible, but in no event later than seven business days from receipt of the request by the appropriate University office provided the requested information is available.
- b. At its own expense, a Union shall have the right to retain an expert. The Union may request that their expert enter the premises of the University to conduct an inspection of a condition alleged to be unsafe or unhealthy. Such a request shall not be unreasonably denied. The expert must be appropriately credentialed and/or licensed to conduct an inspection of a condition alleged to be unsafe or unhealthy. The Union shall give REHS and RUPD as much advance notice as possible, but in no event less than 24 hours' notice, that an expert will be conducting a health and safety inspection on University premises.

The inspection by the expert and any testing conducted by the expert shall not interfere with the operation of the University. The expert must act in conformity with all applicable University rules, regulations, and policies regarding access to facilities. If sampling is to be conducted, the expert must submit a sampling plan and conduct sampling in accordance with recognized industrial hygiene- practices and established methods. Access to mechanical equipment and spaces will be authorized, coordinated, and provided by the appropriate University department(s) in coordination with the Union's expert. No destructive testing is permitted without prior approval.

The expert and their company must provide their credentials and a certificate of insurance in compliance with the standards of same as set for by Procurement Services and the Office of Risk Management to the Office of Rutgers Environmental Health and Safety before entering any university premises. Any laboratories or third-party entities contracted by the expert must also provide the

appropriate licenses, certifications, accreditations, and certificate of insurance as required of the expert.

- c. In cases of complaints filed with University Facilities regarding temperatures below or above the indoor work environment range recommended by PEOSHA - 68 degrees to 79 degrees - the University shall initiate corrective action. If the University is unable to provide a workplace within the temperature range recommended by PEOSHA, at the discretion of the employees' department head or designee, employees may be permitted to work from an alternate University location or work remotely. However, if a determination is made that the workplace temperature is unsafe or unhealthy, the University will immediately initiate remedial action, including relocating employees or permitting remote work.

#### 4. A Joint Health and Safety Committee

- a. A Joint Health and Safety Committee consisting of one representative from each union shall meet at least quarterly with the Chief Operating Officer of the University or their designee and other University representatives authorized to address the agenda topics. So that the meeting shall be productive and appropriate personnel can be present, an agenda of topics to be discussed shall be submitted to the office of the Chief Operating Officer of the University at least five (5) business days in advance of the meeting date. The agenda shall minimally include discussion and status updates involving previously-made complaints that are unresolved.
- b. Meetings may be called by the CRU outside of the regular quarterly meeting, with the consent of the University, to address specific agenda topics provided in advance.

#### 5. Violence Prevention, including safe and secure parking facilities

- a. The University shall establish committees as required by the Violence Prevention in Healthcare Facilities Act for its facility(s) which are expressly covered under the Act and its implementing regulations (N.J.S.A. 26:2H-5.17 et seq.; N.J.A.C. 8:43E-1.4).
- b. The University, upon request, shall conduct safety walks to identify lighting deficiencies within parking facilities. Escorts may be requested, subject to availability of staff to accompany bargaining unit members to and from parking facilities when necessary to ensure their safety.

## 6. No Retaliation for Reporting Health and Safety Violations

Employees, who report health and safety concerns, will not be subject to retaliation, harassment, intimidation or discrimination.

The above provisions shall be incorporated in and adapted to each of the Union's collective negotiations agreements. The above language does not replace current language in the Unions' existing collective negotiations agreements, except where it may conflict with existing agreement language, then it will supersede said existing language.

## **19 - LABOR/MANAGEMENT CONFERENCES**

A Labor/Management Conference shall be defined as a meeting between the Union and the University to consider matters of general interest and concern other than grievances. Such a meeting may be called by either party and shall take place at a mutually-agreeable time and place. Agreements reached at Labor/Management Conferences may be reduced to writing.

## **20 - SEVERABILITY**

The University and the AAUP-AFT understand and agree that all provisions of this Agreement are subject to law. In the event that any provisions of this Agreement shall be rendered illegal or invalid under any applicable law, such illegality or invalidity shall affect only the particular provision which shall be deemed of no force and effect, but it shall not affect the remaining provisions of this Agreement. Upon request of either party, the parties agree to meet and negotiate in good faith regarding the provisions so affected. In such event, after three negotiations sessions, either party may enlist the assistance of a mutually agreed upon mediator with the cost to be shared equally by the parties. The parties agree to meet with the mediator (together or separately as the mediator recommends) for no more than three meetings. There shall be no further impasse procedures in connection with these negotiations.

## 21 - VISA ISSUES RELATED TO POSTDOCS AT RUTGERS

- A. The parties agree that the needs of University research programs require access to broad visa options and support. Members of the negotiations unit shall be sponsored for visas based on research needs, Principal Investigator support, departmental and decanal unit support, and consideration of member preferences.
- B. Rutgers shall not discriminate against a negotiations unit member based on any legal changes in the negotiations unit member's name or social security number, including, but not limited to, a negotiations unit member's ability to apply for employment benefits for themselves or their dependents in accordance with the State Health Benefits Program ("SHBP") and/or the Alternate Benefit Program ("ABP") retirement system.
- C. Rutgers shall continue to communicate to negotiations unit members information regarding benefits enrollment and applicable deadlines for application for benefits programs in accordance with the SHBP and ABP requirements, which shall include sending periodic reminders to negotiations unit members regarding such information and deadlines.
- D. Rutgers shall communicate to negotiations unit members the documentation required for negotiations unit members to be able to enroll for benefits programs in a timely manner in accordance with the SHBP and ABP requirements.
- E. Rutgers shall encourage departments to enter future employment actions as early as possible to facilitate earlier notification of benefits enrollment information and reminders to negotiations unit members of the applicable deadlines for benefits enrollment.
- F. Rutgers will process documentation for an approved work authorization submission upon receipt of a completed application from a negotiations unit member.
- G. Should a negotiations unit member need time to attend to any appointments and/or hearings scheduled by U.S. federal immigration officials or the U.S. Department of State with respect to immigration or citizenship status of the employee, spouse, domestic partner, child or parent, the scheduling of such time shall be made with the approval of the principal investigator or supervisor, in accordance with Article 9 of this Agreement, which shall not be unreasonably denied. The principal investigator or supervisor may require that the negotiations unit member use their accrued paid time off to cover such time.
- H. Rutgers will monitor changes in relevant laws and regulations pertaining to the employment of foreign nationals and will communicate the information to relevant parties, as needed.
- I. Except as required by federal, state, and local law, legal process, or regulations the

University shall not disclose any negotiations unit member's immigration information or other personal information that is not publicly available.

- J. Joint Labor Management Committee - the University and the Union shall use the labor management meeting process in accordance with Article 19 to discuss issues arising from this Article.

## **22 – ACADEMIC FREEDOM**

The Union and the University recognize and incorporate by reference in this Agreement the principles of academic freedom as adopted by the University's Board of Governors on January 13, 1967 and as set forth in University Policy 60.5.1, last revised July 13, 2015 (as may be revised from time to time). All members of the negotiations unit are entitled to academic freedom, regardless of the media, and are covered by this Article and by University Policy 60.5.1.

The Union and the University also incorporate by reference in this Agreement the principles and protections of academic freedom articulated by President Jonathan Holloway on the web site of the Office of the President at <https://www.rutgers.edu/president/academic-freedom-free-speech> and attached as Appendix C to this Agreement.

The parties recognize that PERC previously has ruled in at least one matter involving the University (PERC No.91-81 (1991)) that a negotiations proposal of the Union involving academic freedom was not mandatorily negotiable. Accordingly, before the Union may submit a grievance to binding arbitration alleging a violation of this Article, it must first obtain a final decision on a Petition for Scope of Negotiations Determination that the alleged violation involves a mandatory subject of negotiations.

## **23 – TERM OF AGREEMENT**

This agreement shall be effective from July 1, 2022 until June 30, 2026.

## APPENDIX A

### AGREEMENT CONCERNING PAYROLL DEDUCTIONS FOR CONTRIBUTIONS TO COMMITTEE ON POLITICAL EDUCATION (“COPE”) FOR EMPLOYEES REPRESENTED BY THE UNION

WHEREAS, the Union has requested that RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY (“Rutgers”) deduct from employees’ wages contributions to the COPE; and

WHEREAS, during contract negotiations the Union asked Rutgers to make such payroll deduction and Rutgers agreed, as described in Article 14.D of the parties’ collective negotiations agreement, and as described in this Appendix A and in Appendix B,

WHEREAS, the Union and Rutgers acknowledge that Rutgers’ agreement to implement payroll deductions for employees who choose to make contributions to COPE is not in any way an endorsement of COPE by Rutgers; and

WHEREAS, the Union and Rutgers have entered into an Indemnification Agreement executed simultaneously with this Agreement (Appendix B to the parties’ collective negotiations agreement) for the purpose of indemnifying Rutgers against any liability arising from Rutgers’ implementation of this payroll deduction program;

NOW, THEREFORE, the parties enter into this Agreement in order to set forth the parameters for administration of the payroll deduction for employee contributions to COPE (“payroll deduction”) for employees represented by the Union and for the purpose of prescribing the obligations which Rutgers will undertake in regard to this payroll deduction and the obligations which the union will undertake:

1. General: Responsibility for communicating to employees information about the payroll deduction resides with the Union and not with Rutgers. However, Union representatives may not conduct any business whatsoever concerning this payroll deduction on work time. Furthermore, no resources of Rutgers may be used with respect to the payroll deduction except as explicitly set forth in this Agreement.
2. Marketing and Enrollment:
  - a. Responsibility for communicating to employees information about the payroll deduction resides with the Union.
  - b. The Union acknowledges that the payroll deduction is not selected, sponsored, or endorsed by Rutgers or by the State of New Jersey and agrees not to make any representations to the contrary. The Union agrees that no materials which are distributed concerning the payroll deduction will identify Rutgers or the State of New Jersey in any way as a sponsor or endorser and further agrees that such materials will include the following statement approved by Rutgers disclaiming any responsibility on the part of Rutgers for the information contained therein:

The payroll deduction suggested by the Union is not sponsored or endorsed in any way by Rutgers, The State University or by anyone on its behalf, or by the State of New Jersey. Rutgers makes no promises or representations of any kind whatsoever concerning this payroll deduction.

Such materials will clearly identify the representatives of the Union who are responsible for administrative details of the payroll deduction such as inquiries and problem resolution.

The Union will (within seven (7) days of the effective date of this Agreement) submit to Rutgers draft materials (letters) for the University's review and approval, which conform to the requirements as set forth herein. If additional materials for or about the payroll deduction are used to promote the payroll deduction or solicit applications that refer to Rutgers or the State of New Jersey they will be submitted to Rutgers' Executive Vice President for Academic Affairs for review before distribution in order to ensure that such materials comply with the provisions of this Agreement.

- c. In the event that the University receives a COPE authorization form directly from an employee, rather than the Union, the University shall provide the Union with a copy of the form at the time the next COPE deductions are sent to the Union, and the Union thereafter shall incorporate any changes on the next roster it provides pursuant to 4c. below.
3. Cancellations: An existing payroll deduction may be canceled with thirty (30) days notice to Rutgers from the employee. The Union will prepare a cancellation notice within seven (7) days of the effective date of this Agreement for Rutgers' review and approval.
4. The Union Agrees:
  - a. To provide to Rutgers evidence that COPE is properly registered as required by applicable law, complies with reporting requirements imposed by law and makes contributions only in compliance with applicable legal standards.
  - b. To accept on a monthly basis whatever payroll deductions have been authorized by this Agreement and to make the contributions to COPE.
  - c. To provide Rutgers by the first of each month a roster in a format to be specified by Rutgers, at a time determined by Rutgers, with the name, social security number and biweekly deduction amount for employees in the collective negotiations unit who have authorized payroll deductions for COPE.
  - d. To provide for the University's review all authorizations signed by employees, all cancellations signed by employees and all documents related to adjustments or changes to the payroll deduction and to thereafter retain the documents.
  - e. To provide refunds to participants as necessary.

- f. To be responsible for all administrative details such as inquiries, adjustments and problem resolution.
  - g. To make routine adjustments to recover previously remitted contributions to the Union when Rutgers subsequently determines that such contributions should not have been credited to COPE due to the participant's having received unearned salary.
  - h. To implement new enrollments, adjustments, or cancellations prospectively only, with no retroactive adjustments, except as may be required by Paragraph 4g above and by Paragraph 5b below.
  - i. To notify Rutgers of the cancellation of payroll deductions by any participant by the first of the month prior to the month in which deductions are to be discontinued. To ensure that the amount that the employee deducts from each paycheck shall in no event exceed \$5,000 per year, or such other amount as the law permits.
5. Payroll Deductions:
- a. Rutgers will begin to take employee payroll deductions of the amounts specified on the initial rosters to be supplied by the Union, in a format specified by Rutgers, on the payment schedule and frequency as determined by Rutgers. Such payroll deductions will begin at a time specified by Rutgers provided the participant has sufficient net pay to cover this deduction after all other mandatory and voluntary deductions are taken. There will be no retroactive deductions.
  - b. Any amounts over deducted will be refunded to the employee by the Union.
  - c. Payroll deduction will continue until such time as the participant moves out of a position represented by the Union, terminates, requests to have the deductions cease, a new authorization is received from the Union specifying a different deduction amount or a term and condition of this Agreement fails.
  - d. Rutgers will submit deductions to the Union within fifteen (15) days after the end of the month in which such deductions are taken, along with a roster reflecting the detail of the deductions.
  - e. Rutgers will provide programming for these deductions at no cost to the Union. The Union will be liable for administrative, processing and other costs incurred by Rutgers in administering payroll deductions. Invoices will be submitted periodically to the Union by Rutgers. Payment is due within thirty (30) days after the date of invoice. Rutgers may suspend payroll deductions if payment is not made in timely fashion.
6. Grievances: The Union agrees not to file grievances on its own behalf or on behalf of any collective negotiations unit member over the validity of this Agreement, or implementation of the specific provisions of this Agreement, or procedural matters related to the Agreement, or over any other matter arising from this Agreement. The



sole and exclusive remedy of the Union and collective negotiations unit members for any and all such disputes or matters shall be to present them for consideration to the Executive Vice President for Academic Affairs.

7. Sole and Entire Agreement: Article 4.D of the parties' collective negotiations agreement, this Agreement and the Indemnification Agreement executed simultaneously with this Agreement constitute the sole and entire agreements between Rutgers and the Union concerning payroll deductions for contributions to COPE for employees represented by the Union. No other promises or agreements shall be binding on the parties unless they are in writing and signed by the parties to these agreements.
8. Effective Date: This Agreement is effective as soon as practical after the effective date of the parties' March 1, 2012 –June 30, 2015 collective negotiations agreement to which this shall be an Appendix.

## APPENDIX B

### INDEMNIFICATION AGREEMENT

WHEREAS, the Union has requested that RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY (“Rutgers”) allow employees to choose to deduct from their paychecks amounts to be contributed to the AFT Committee on Political Education (COPE), a political action committee registered with the Federal Election Commission;

WHEREAS, the Union acknowledges that Rutgers has agreed to make such deductions as set forth in Article 4.D of the parties’ collective negotiations agreement and in Appendix A executed simultaneously herewith; and

WHEREAS, the Union acknowledges that, to the extent that Rutgers makes payroll deductions for employees who choose to make contributions to COPE, Rutgers is not in any way endorsing COPE; and

WHEREAS, Rutgers will honor valid written requests for payroll deductions to make contributions to COPE that are signed by employees represented by the Union and forward the amounts so deducted to the Union, as set forth more particularly in Appendix A, only on the condition that the Union indemnify Rutgers against any liability arising from Rutgers’ participation in making these payroll deductions available;

NOW, THEREFORE, in consideration of Rutgers’ and the Union’s agreement that Rutgers honor valid written signed requests for payroll deductions to be made for contributions to COPE and to forward the amounts so deducted to the Union, the parties agree as follows:

1. The Union agrees to indemnify and hold Rutgers, its governors, trustees, officers, agents, employees, representatives, successors and assigns, harmless against any and all liabilities, costs, claims, expenses, losses, judgments, attorneys’ fees and interest, of any nature and without limitation, arising in whole or in part from payroll deductions for COPE by Rutgers’ employees or the implementation or application of the payroll deduction program. Rutgers shall retain its right to determine its course of conduct, including but not limited to the right to select counsel and determine strategy, in any claim or action arising out of or by reason of the offering the payroll deduction to Rutgers’ employees, or the implementation or application of the payroll deduction program.

2. This Indemnification Agreement also shall cover any claims or actions in connection with defending the legality of this Indemnification Agreement. Furthermore, the Union will not challenge the legality of this Indemnification Agreement or any portion thereof, nor assist any other person or entity in doing so. In the event that this Indemnification Agreement is deemed to be illegal or against public policy or otherwise unenforceable by any court or administrative agency of competent jurisdiction, the parties agree that any obligations which Rutgers otherwise may have regarding payroll deductions for COPE under Article 4.D and under Appendix A shall cease, effective immediately.

3. The Union represents and warrants that the execution and performance of this Indemnification Agreement has been duly authorized and that the officer(s) executing the Indemnification Agreement on the Union's behalf is duly authorized to do so.

4. This Indemnification Agreement shall be governed by the laws of the State of New Jersey.

## APPENDIX C



Office of the President



### On Academic Freedom and Freedom of Speech

Rutgers adopted its Policy on Academic Freedom 70 years ago. This policy articulates the centrality of the pursuit of knowledge, freedom of speech, and professional ethics to our university. While this position predates anyone at Rutgers today, it remains as true, as fundamental, and as essential as ever. Our commitment to this policy is regularly tested. Yet our defense and explanation of it should not change. To that end, I affirm to you my commitment as your University President to our statement on academic freedom and the first amendment.

Jonathan Holloway  
President and University Professor

### Freedom of Speech and Academic Freedom

From time to time, people in and outside the Rutgers community have raised concerns regarding comments and expressions made by Rutgers faculty members, by students, and by speakers on our campuses. Some of the comments, expressions, and displays have been offensive to many and have been inconsistent with the commitment Rutgers has to reasoned discussion, mutual respect and balanced points of view. Such comments do not represent the position of the University, nor should they be construed as having been expressed on behalf of the University.

Having said that, all members of our community—our faculty members, students, alumni, and staff—are free to express their viewpoints in public forums as private citizens, including viewpoints that the University itself may not share. And we do not restrict the activities of recognized university organizations, including the speakers they invite to campus, as long as these organizations follow University policy and guidelines.

Furthermore, academic freedom—the right of our faculty in the discharge of their duties to express their ideas and to challenge the ideas of others without fear of retribution—is a cornerstone of American higher education. Our University is a community of diverse ideas; we value academic freedom's protections that enable our faculty to state their views and engage in lively discourse.

Both academic freedom and our First Amendment rights are at the core of what we do. Our University policy on speech is clear. All members of our community enjoy the rights of free expression guaranteed by the First Amendment. Faculty members, as private citizens, enjoy the same freedoms of speech and expression as any private citizen and shall be free from institutional discipline in the exercise of these rights. In addition, they also enjoy academic freedom of expression when functioning in their roles as faculty members. In all cases, however, the conduct of a faculty member must be in accordance with standards dictated by law.

While Rutgers will not defend the content of every opinion expressed by every member of our academic community, or of speakers who we invite to our campus, it will defend their right to speak freely. That freedom is fundamental to our University, our society, and our nation.



New Brunswick ([http://newbrunswick.rutgers.edu/?utm\\_source=rutgers.edu&utm\\_medium=web&utm\\_campaign=uwide\\_silver\\_new](http://newbrunswick.rutgers.edu/?utm_source=rutgers.edu&utm_medium=web&utm_campaign=uwide_silver_new)) |

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Camden ([http://camden.rutgers.edu/?utm\\_source=rutgers.edu&utm\\_medium=web&utm\\_campaign=uwide\\_silver\\_new](http://camden.rutgers.edu/?utm_source=rutgers.edu&utm_medium=web&utm_campaign=uwide_silver_new)) |

Rutgers Health ([https://rutgershealth.org/?utm\\_source=rutgers.edu&utm\\_medium=web&utm\\_campaign=uwide\\_silver\\_new](https://rutgershealth.org/?utm_source=rutgers.edu&utm_medium=web&utm_campaign=uwide_silver_new))

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<a href="#">Continuing Education (http://lifelonglearning.rutgers.edu?utm_source=uwide_links&amp;utm_medium=web&amp;utm_campaign=footer)</a>	<a href="#">Giving to Rutgers (https://support.rutgers.edu/?utm_source=uwide_links&amp;utm_medium=web&amp;utm_campaign=footer)</a>
<a href="#">Graduate Admissions (https://gradstudy.rutgers.edu?utm_source=uwide_links&amp;utm_medium=web&amp;utm_campaign=footer)</a>	<a href="#">Undergraduate Admissions (https://admissions.rutgers.edu/?utm_source=uwide_links&amp;utm_medium=web&amp;utm_campaign=footer)</a>
<a href="#">University Maps (https://maps.rutgers.edu/?lat=40.348846&amp;lng=-74.705840&amp;sidebar=true&amp;underConstructionState=true&amp;zoom=8)</a>	<a href="#">Universitywide Offices (/contact-us)</a>
<a href="#">Work at Rutgers (https://www.rutgers.edu/why-work-rutgers)</a>	<a href="#">Find a Health Care Provider (https://patientcare.rutgershealth.org/provider)</a>
<a href="#">University Events (/events)</a>	

**Academic**

<a href="#">Academic Calendars (https://academicaffairs.rutgers.edu/academic-calendar-directory?utm_source=uwide_links&amp;utm_medium=web&amp;utm_campaign=footer)</a>	<a href="#">Course Catalogs (/academics/catalogs)</a>
<a href="#">University Libraries (http://www.libraries.rutgers.edu/?utm_source=uwide_links&amp;utm_medium=web&amp;utm_campaign=footer)</a>	<a href="#">myRutgers Portal (https://my.rutgers.edu/?utm_source=uwide_links&amp;utm_medium=web&amp;utm_campaign=footer)</a>

**Notices**

[COVID-19 Information \(https://coronavirus.rutgers.edu/\)](#)

<a href="#">Commencement Information (https://commencement.rutgers.edu/)</a>	<a href="#">University Operating Status (/status)</a>
<a href="#">Accessibility Resources (https://rad.rutgers.edu/?utm_source=uwide_links&amp;utm_medium=web&amp;utm_campaign=footer)</a>	<a href="#">Budget Facts (/about/budget-facts)</a>
<a href="#">Consumer Information (https://oirap.rutgers.edu/Consumer-Info.html?utm_source=uwide_links&amp;utm_medium=web&amp;utm_campaign=footer)</a>	<a href="#">Disclosures (http://oirap.rutgers.edu/Disclosures.html?utm_source=uwide_links&amp;utm_medium=web&amp;utm_campaign=footer)</a>

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**SIDE LETTER REGARDING VISA ISSUES RELATED TO  
INTERNATIONAL POSTDOCS AND SCHOLARS AT RUTGERS**

Within thirty (30) working days following ratification of the 2022-2026 Collective Negotiations Agreement between the University and the Post-Doctoral Associates and Post-Doctoral Fellows Unit (“Postdoc CNA”), an Immigrant and International Scholars Support Committee (IISS Committee) shall be convened and be comprised of five representatives appointed by the Union and five representatives appointed by the University. Within thirty (30) working days following ratification of the Postdoc CNA, the IISS Committee shall discuss visa issues related to University support for international scholars, including postdocs, faculty and graduate workers, and make recommendations to the University regarding how the University, Principal Investigators, supervisors, departments and decanal units can provide support to immigrant and international scholars with respect of the Postdoc CNA for such issues.

## SIDE LETTER ON CASTE DISCRIMINATION

WHEREAS, major public and private universities around the United States have included caste as a protected classification in their non-discrimination policies; and

WHEREAS, the Union has requested to add “caste” as a protected category to the non-discrimination article in the parties’ collective negotiations agreement;

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THEREFORE, the Union and the University agree as follows:

1. The Union agrees to participate on a Task Force on the inclusion of caste as a protected category in the University’s anti-discrimination policies, based on the following description and mission of the Task Force:

Following the conclusion of negotiations, the University agrees to establish a Task Force to examine issues of caste discrimination impacting students and members of negotiations units and the inclusion of “caste” as a protected category in the University’s policies on prohibited discrimination and harassment and best practices to address caste discrimination. The task force will be co-chaired by the SVP for Equity, or designee, and a faculty member designated by the AAUP-AFT. In addition to faculty, staff, and student representation, the Task Force also will include representatives from University Human Resources and the University’s Office of the Senior Vice President and General Counsel. In addition to the co-chair designated by the AAUP-AFT, the Union may designate another faculty member to serve on the Task Force with respect to the impact of adding caste as a protected category to the employment-related policies on prohibited discrimination and harassment that apply to negotiations unit members. In the event that the University adds caste as a protected category to its anti-discrimination policies, caste shall also be added as a protected category to Article 4 of the AAUP-AFT collective negotiations agreement.

2. In its deliberations about whether to add caste as a protected category to the University’s anti-discrimination policies and collective negotiations agreements, the Task Force will consider other instances in which discrimination based on caste has been prohibited, including but not limited to, statutes, polices and collective bargaining agreements.
3. The Task Force shall issue a report, which shall be posted on the University’s website.
4. The University acknowledges that negotiations unit members who are alleged victims of caste discrimination related to their employment, currently may file a grievance under Article 9 alleging a violation of Article 4 under other existing protections, including, but not limited to ancestry, national origin, race, and gender. In addition, negotiations unit members who allege that they are victims of harassment based on caste may file a grievance alleging harassment under Section a.2 in Article 9.

**MEMORANDUM OF AGREEMENT BETWEEN THE POST-DOCTORAL  
ASSOCIATES AND POST-DOCTORAL FELLOWS REPRESENTED BY THE  
RUTGERS COUNCIL OF AAUP CHAPTERS, AMERICAN ASSOCIATION OF  
UNIVERSITY PROFESSORS-AMERICAN FEDERATION OF TEACHERS, AFL-CIO  
AND RUTGERS, THE STATE UNIVERSITY**

This Memorandum of Agreement (“Agreement”) is made between Rutgers, The State University (“University”), and the Post-Doctoral Associates and Post-Doctoral Fellows - Rutgers Council of AAUP Chapters, American Association of University Professors-American Federation of Teachers, AFL-CIO (“Union”). The University and the Union are collectively referred to in this Agreement as “the parties.” The parties hereby agree as follows:

1. Effective July 1, 2023, Post-Doctoral Fellows employed by the University, classified as Class One full-time employees (1.0 FTE), and assigned to schools, departments, and units formerly part of the University of Medicine and Dentistry of New Jersey (prior to the integration of those schools, departments, and units into the University on July 1, 2013) will be deemed to fall within the definition of those included in the collective negotiations unit represented by the Union as outlined in the Recognition Clause of the July 1, 2019 to June 30, 2022 collective negotiations agreement between the Union and University (“CNA”), unless otherwise excluded by the Recognition Clause of the CNA.<sup>1</sup>
2. Any Post-Doctoral Fellow added to the collective negotiations unit represented by the Union pursuant to Paragraph 1 above, who decides to become a dues paying member of the Union shall complete a voluntary written authorization form for dues deduction and submit such form to the Union for submission to the University in accordance with the requirements of Article IV (Deduction of Union Dues, Representation Fees and Political Check-Off) of the CNA.
3. Post-Doctoral Fellows added to the collective negotiations unit pursuant to Paragraph 1 of this Agreement, who otherwise meet all eligibility requirements for participation in the State Health Benefits Program (“SHBP”) will be included in the University’s 2024 Open Enrollment Period for the SHBP (which is expected to run from October 1, 2023 to October 31, 2023). for benefits effective January 1, 2024. Those Post-Doctoral Fellows eligible to participate in the SHBP no longer will be eligible to participate in the student health insurance plan as of January 1, 2024.

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<sup>1</sup> Any Post-Doctoral Fellow added to the collective negotiations unit on July 1, 2023, who was employed in the same Post-Doctoral Fellow position on June 30, 2022, will receive a salary increase of five percent (5%), or moved to a minimum salary of \$52,500 (whichever is greater), retroactive to July 1, 2022, unless the Post-Doctoral Fellow received an increase in Fiscal Year 2023 equal to, or greater than, five percent (5%). In such case, no additional increase will be given to the Post-Doctoral Fellow, unless the Post-Doctoral Fellow is still below the minimum of \$52,500, in which case the Post-Doctoral Fellow will be moved to \$52,500, retroactive to July 1, 2022. If the Fiscal Year 2023 salary increase was less than five percent, the Post-Doctoral Fellow will receive the difference between the increase already given and five percent (5%) (or the amount necessary to move the Post-Doctoral Fellow to \$52,500, whichever is greater).



4. Except as provided for in this Agreement, the terms and conditions of employment of the Post-Doctoral Fellows added to the collective negotiations unit represented by the Union pursuant to Paragraph 1 of this Agreement shall remain unchanged through June 30, 2023.
5. Within thirty (30) days following ratification of the 2022-2026 collective negotiations agreement between the University and the Union, the parties agree to continue discussions over the classification of post-doctoral fellows not included in the Union.
6. Except as provided for in this Agreement, the University and the Union agree that nothing in this Agreement is intended to alter or amend the CNA.
7. The Union agrees that the terms of this Agreement shall neither set a precedent nor constitute a past practice with respect to individuals employed at the University in any post-doctoral title, and the University and the Union agree that this Agreement shall not be referenced or relied upon in any other matter whether pending or in the future, including grievances and arbitrations brought under the terms of the CNA. Any party may introduce this Agreement into evidence in any legal proceeding brought to enforce the terms of this Agreement.
8. This Agreement represents the entire Agreement and understanding between the parties and supersedes any prior agreement, understanding or negotiations.
9. This Agreement may be signed in counterparts and, if so signed, this Agreement shall have the same force and effect as if signed at the same time. Electronic signatures shall be acceptable and deemed originals.
10. The terms of this Agreement are subject to ratification by the Union.