

AGREEMENT

BETWEEN

RUTGERS, THE STATE UNIVERSITY
OF NEW JERSEY

and

WINTER and SUMMER INSTRUCTORS UNIT

RUTGERS COUNCIL OF AAUP CHAPTERS
AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS-
AMERICAN FEDERATION OF TEACHERS, AFL-CIO

November 2, 2018 to August 31, 2022

TABLE OF CONTENTS

	Page
AGREEMENT	1
I – PURPOSE.....	2
II – RECOGNITION.....	3
III – NONDISCRIMINATION.....	4
IV – DEDUCTION OF PROFESSIONAL DUES, REPRESENTATION FEES, INDEMNIFICATION AND POLITICAL CHECK-OFF.....	5
V – DESIGNATION OF UNION REPRESENTATIVES AND THEIR PRIVILEGES.....	7
VI – GRIEVANCE PROCEDURE.....	8
VII – APPOINTMENT PROCEDURES.....	11
VIII – SALARY PROVISIONS.....	12
IX – PERSONNEL FILES	14
X – HEALTH AND SAFETY.....	15
XI – UNIVERSITY PROCEDURES.....	16
XII – MISCELLANEOUS.....	17
XIII – TERM OF AGREEMENT	18
APPENDIX A – AGREEMENT CONCERNING PAYROLL DEDUCTIONS FOR CONTRIBUTIONS TO COMMITTEE ON POLITICAL EDUCATION ("COPE") FOR EMPLOYEES REPRESENTED BY THE UNION	19
APPENDIX B – INDEMNIFICATION AGREEMENT	22
APPENDIX C – SIDE AGREEMENT BETWEEN RUTGERS UNIVERSITY AND RUTGERS COUNCIL OF AAUP-AFT CHAPTERS, WINTER/SUMMER INSTRUCTORS	24

AGREEMENT

This Agreement between Rutgers, The State University (hereinafter called the "University") and instructors in the Rutgers Winter Session Term and Summer Session Term, 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 into on this 2nd day of November, 2018.

I – PURPOSE

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

The parties agree that each page of the contract shall contain the following "footer".

Winter and Summer Instructors unit

II – RECOGNITION

- A. The University recognizes the Union as the sole and exclusive negotiations representative of all Rutgers University Winter and Summer Instructors (WSI) as hereinafter defined in paragraph B. below with respect to terms and conditions of employment.
- B. UNIT: Included: All employees engaged in paid instruction during the Winter Session term or Summer Session term who have commenced employment to provide paid instruction for at least their second term (Winter or Summer) in the same or preceding academic year, where the academic year consists of the Winter Session term and the succeeding Summer Session term. Winter Session and Summer Session terms are those separately budgeted terms during which courses are offered in the interval between the fall semester and the spring semester (Winter Session term) and between the spring semester and the fall semester (Summer Session term).

An individual who was employed as a Teaching Assistant for at least an AY appointment in one academic year and is hired to provide paid instruction during the Winter Session term or Summer Session term in the same or subsequent academic year will be included in the unit upon being so hired. An individual who was a member of the full-time faculty/TA unit for at least one AY appointment in one academic year and is hired to provide paid instruction during the Winter Session term or Summer Session term in the same or subsequent academic year will be included in the unit upon being so hired. An individual who was a member of the PTLFC unit for the academic year and is hired to provide paid instruction during the Winter Session term or the Summer Session term in the same or subsequent academic year will be included in the unit upon being so hired.

Any Winter Session term or Summer Session term employee who has a break in service of three or more consecutive terms (Winter or Summer) must re-establish eligibility for inclusion in the collective negotiations unit by being in their second term (Winter or Summer) of re-employment in the Winter Session term or Summer Session term in accordance with the provisions above.

Excluded: Managerial executives; supervisory employees (as to Winter Session term or Summer Session term employees); confidential employees; casual employees, temporary employees; employees whose inclusion presents a conflict of interest (by way of example only, department chairs or other employees who have authority over, or who can effectively recommend, what shall be taught and who shall teach during the Winter and Summer Session terms; employees of the State or Federal Government whose responsibilities involve Rutgers, lawyers employed by law firms which represent or have represented Rutgers); employees who teach in academic units as part of a trimester system that is part of the normal academic year program for that unit where such teaching includes instruction during the late spring-summer months; faculty on a twelve month calendar year appointment; craft employees; police employees; and all other employees.

III - 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).

A negotiations unit member alleging a violation of the above-referenced policies is encouraged to contact the Office of Employment Equity (“OEE”).

2. There shall be no unlawful 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, 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.

IV - DEDUCTION OF PROFESSIONAL DUES, INDEMNIFICATION AND POLITICAL CHECK-OFF

A. Professional Dues

- A. 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 negotiations 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 bargaining unit member, that negotiations unit member will retain that status each term that they are employed as a member of the negotiations unit, unless that member submits a written withdrawal of their authorization.
- A. 2. Withdrawals of negotiations 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 negotiations unit member on the membership/dues authorization card or equivalent document.
- A. 3. The University shall reinstate dues deduction of any negotiations unit member who previously left the negotiations 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 negotiations 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 negotiations unit member again is in a position covered by the recognition clause of this agreement. Negotiations unit members must submit written withdrawals of their authorization to the Union. It is the Union's responsibility to transmit such withdrawals of authorization to the University. The University will continue to deduct dues until it receives the withdrawal of authorization.
- A. 4. 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.
- A. 5. The University shall remit electronically to the Union all professional dues deducted pursuant hereto biweekly together with a list of names and titles of members of the negotiations unit from whose pay such deductions were made.

B. Indemnification

In the event a claim is filed by a member or former member of the negotiations unit for a return of dues deducted from the member's paycheck pursuant to this

Article, the Union shall be solely responsible for the return of such dues, provided the University transmitted the dues to the Union and provided the Union or a court determines that the Union or the University is obligated to return the dues.

C. Political Check-Off

- C. 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 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 non-member employees in the collective negotiations unit.
- C. 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.

V - DESIGNATION OF UNION REPRESENTATIVES AND THEIR PRIVILEGES

- A. The University and the Union agree to recognize the designated representatives of each for the purposes of collective negotiations, such designation to be made in writing by each party to the other. This designation shall not preclude others, in reasonable numbers, from attending collective negotiations at the invitation of either party for the purpose of providing factual knowledge or expertise with respect to a particular subject for collective negotiations.
- B. Representatives of the Union shall be permitted to transact official business on University property at all reasonable times, provided that this shall not interfere with or interrupt normal University operations.
- C. The Union and its representatives shall have the right to use University buildings at all reasonable hours for meetings provided they follow regular University procedures.
- D. The Union shall have the right to make reasonable use of the University facilities and equipment, including duplicating, computing and office equipment, and available audiovisual equipment, all in accordance with University procedures. The Union shall pay reasonable costs, as established by the University and as applied to other collective negotiations unit representatives at the University, for the use of facilities and equipment.
- B. The Union shall have the right to post bulletins and notices to the employees it represents, relevant to official Union business, on physical spaces customarily used for official notices to the University staff without seeking permission or approval. Such notices shall conform to any policies and procedures that may be adopted by the University applicable to such notices and as applied to other collective negotiations unit representatives at the University.

VI - GRIEVANCE PROCEDURE

- A. A grievance is defined as a claimed violation of any provision of this Agreement or of any Rutgers policy relating to mandatorily negotiable wages, hours or terms and conditions of a bargaining unit member's Winter/Summer Session employment which has been filed pursuant to this Article. The procedure set forth herein is the sole and exclusive right and remedy for any and all claims that could be brought under this grievance procedure.
- B. All grievances must specifically cite which provision of this Agreement and/or Rutgers policy is alleged to have been violated; must set forth who is alleged to have committed the violation; and must be set forth when and where the alleged violation occurred.
- C. A grievance may be resolved by the Union and the University at any time. Resolution of a grievance shall be pursued through the Office of Academic Labor Relations in consultation with the Office of Winter/Summer Sessions that has made the appointment of the bargaining unit member.
- D. Grievances shall be filed with the Office of Academic Labor Relations within thirty (30) working days after the occurrence of the event which gave rise to the grievance, or within thirty (30) working days after the grievant knew, or should have known, of the occurrence of the event, but in no case beyond two (2) months after the event occurred.
- E. A grievance shall be handled in the following manner:

- E. 1. STEP ONE

Grievances will be forwarded by the Office of Academic Labor Relations to the Director of the Office of Winter/Summer Sessions which has made the appointment. The Director of the Office of Winter/Summer Sessions, or his/her designee(s) (Director or designee), may conduct such investigation as he or she may require in order to render a written response, including meeting(s) with the grievant and Union Representative, as well as other individuals who are determined by the Director or designee to be concerned in or to have knowledge of the matter. Such a meeting, if held, shall be within ten (10) working days after filing the grievance. The Director or designee will provide a written decision within ten (10) working days after the meeting, or within fifteen (15) working days after the filing of the grievance if there is no meeting, providing a copy to the Union and the Office of Academic Labor Relations.

- E. 2. STEP TWO

If the grievant or Union is not satisfied with the Step One decision, the grievant or Union may within ten (10) working days after receipt of the Step One decision, file an appeal with the Office of Academic Labor Relations, setting forth specifically what portion(s) of the Step One decision is (are) being appealed.

The Executive Vice President for Academic Affairs or his/her designee(s)
Winter and Summer Instructors unit

(EVPAA or designee) may hold a meeting with the grievant, Union representatives and other individuals who are determined by the EVPAA or designee to be concerned in or to have knowledge of the matter, which meeting shall be within ten (10) working days after filing of the appeal. The EVPAA or designee will provide a written decision within ten (10) working days after the meeting, or within twenty (20) working days after the filing of the appeal to Step Two if there is no meeting, providing a copy to the appropriate Office of Winter/Summer Sessions, the Union and the Office of Academic Labor Relations.

E. 3. STEP THREE

If the Union is not satisfied with the Step Two decision, the Union, within ten (10) working days of receipt of that answer, may submit the grievance to arbitration in accordance with paragraph E.3.a. below, except that alleged violations of Article X (Health and Safety) may not be submitted to arbitration unless the alleged violation of Article X constitutes a "class action" grievance as defined in Article X in which case the grievance may be submitted to advisory arbitration.

E. 3. a. If the Union submits a grievance to arbitration, the Union will submit to the Office of Academic Labor Relations a copy of its submission. The arbitrator will be chosen jointly from a panel to be provided by the Public Employment Relations Commission (PERC) in accordance with the rules and procedures of PERC. Arbitration shall be advisory in all cases except that grievances alleging a violation of Article VIII (Salary Provisions) shall be submitted to arbitration that is binding.

E. 3. b. The appointed arbitrator will submit, within thirty (30) calendar days of the close of the hearing, a written decision. In the case of grievances concerning alleged violations of Article VIII (Salary Provisions), the arbitrator's decision shall be binding upon the University and the Union, to the extent permitted by and in accordance with applicable laws and this Agreement. In the case of all other grievances, the arbitrator's decision shall be advisory.

E. 3. c. No arbitrator functioning under the provisions of this grievance procedure shall have the authority to amend, modify, or delete any provision of this Agreement.

E. 3. d. Costs and expenses incurred by each party will be paid by the party incurring such costs except that the fees of the arbitrator and PERC will be divided equally between the parties.

F. "Working days" as used in the Article shall mean all days on which the University offices are officially open for business. The time limits above may be extended by mutual agreement of the parties.

G. Any written decision or written answer to a grievance made at Step One or Step Two which is not appealed to the succeeding 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 Rutgers should exceed the time limits in replying to any

Winter and Summer Instructors unit

grievance at Step One or Step Two in the grievance procedure, the grievance may be advanced to the next step within the time limitations for advancing a grievance as set forth above.

VII - APPOINTMENT PROCEDURES

- A. Bargaining unit members may notify a department or unit, in writing of their interest in teaching a Winter or Summer Session course, including information about their qualifications and previous teaching experience. Bargaining unit members shall provide an e-mail address and telephone number. For Winter Session courses beginning in December of any year, such notification shall be made by April 1 of that year. For Summer Session courses, notification shall be made by September 15 of the previous year. Expression of interest does not guarantee appointment, which is at the discretion of the University.
- B. Two weeks prior to its public release, the Office of Winter/Summer Sessions will make available on a password protected area of the Academic Labor Relations website, the tentative schedule of the Winter or Summer Session classes, as it exists at that time.
- C. To the extent possible, the Office of Winter/Summer Sessions will notify Instructors of their appointments by May 1 for Summer Sessions and November 15 for the Winter Session. This section is not grievable.
- D. The Office of Winter/Summer Sessions will provide Winter/Summer Instructors receiving appointment with the following information in writing (which writing may at the University's discretion be sent via electronic communication) before the first day of class or, in the case of mitigating circumstances, as soon thereafter as is feasible:
- Title
 - Effective dates and duration of appointment
 - Department or unit
 - Course(s) assigned
 - Duties attendant to the course assignment (including, for example, duties related to the preparation of a syllabus, attendance at orientation and other workshops, use of course management systems, prescribed format of the course and compliance with administration of student rating forms)
 - Any other information which the department or unit may deem necessary for the Winter/Summer Instructor to carry out his/her duties
 - The timing and method of acceptance of the offer to teach in the Winter or Summer Session
 - A statement that Instructors can consult individual departments regarding projected approximate enrollment
 - Salary
 - The contact numbers for the Office of Winter and Summer Session on the Instructor's campus and the Rutgers Environmental Health and Safety Department (REHS)
 - Instructors who meet the eligibility criteria set forth in the collective agreement between the University and the Rutgers Council of AAUP Chapters, AAUP-AFT shall be covered by that agreement. The agreement may be found at:
<http://academiclaborrelations.rutgers.edu/AcademicLaborContracts.htm>.
There shall be a link on this site to the website of the Rutgers Council of AAUP Chapters, AAUP-AFT, where one can find information about the union, including a membership application.

Winter and Summer Instructors unit

ARTICLE VIII - SALARY PROVISIONS

- 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 \$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 \$120 per course taught during those Sessions, 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 \$110 per course taught during those Sessions, provided that the Instructor also taught during Winter or Summer Session 2021.
- 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.
- 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.”
- E. A Winter/Summer Instructor shall be paid a salary that is at least equal to the salary the Instructor was paid for the same course the Instructor previously taught for the same department in the Winter or Summer Session or has previously taught as a PTL in the same or immediately preceding Academic Year.¹ However, a Winter/Summer Instructor that was paid above her/his base salary rate due to special circumstances as provided in paragraph F below, will be paid a salary that is at least equal to the rate that the Instructor was paid in the most recent Winter/Summer Session term where special circumstances did not apply.
- F. An individual Winter/Summer Instructor may be paid above her/his base salary rate at any time, due to special circumstances, at a specified increase which does not establish a new base salary rate. If the Office of Winter/Summer Sessions determines that special circumstances warrant a higher salary, it will inform the Winter/Summer Instructor in writing of the special circumstances with the information provided pursuant to Article VII.D. of this Collective Agreement. The Union shall be notified of all such special circumstances.

¹The same Academic Year for a Winter Session appointment is the Academic Year whose fall semester occurs prior to the Winter Session and whose spring semester occurs after the Winter Session. The immediately preceding Academic Year for a Summer Session appointment is the Academic Year whose fall and spring semesters have just concluded prior to the start of the Summer Session.

- G. Notwithstanding the provisions set forth in paragraph A, B, C and E above, an individual Winter/Summer Instructor may be paid below her/his base salary rate, due to special circumstances which for the purposes of this paragraph G shall mean that a determination is made by the Winter/Summer Session office that the course will not be offered due to insufficient paid enrollment.² This determination is not grievable. In such special circumstances, the Winter/Summer Instructor may be paid a lower salary (no lower than 60% of the applicable base salary rate), that is mutually agreeable between the Instructor and the Winter/Summer Session office, which agreement shall be reflected in a revised appointment letter signed by both the Instructor and the Winter/Summer Session office. A salary that is mutually agreed upon pursuant to this paragraph G does not establish a new base salary rate. In the absence of an agreement between the Instructor and the Winter/Summer Session office, the Winter/Summer Session office shall determine whether the class shall be offered, and, if the class is offered, whether a different Instructor shall be appointed to teach the class. These determinations are not grievable. The Union shall be notified of all such special circumstances.
- H. 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
- I. If the Instructor teaches any classes prior to the cancellation of the course pursuant to paragraph I above, the Instructor will be paid a pro-rata salary for each class taught, based upon the salary rate set forth in the appointment letter for the work performed.

² "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.

IX - PERSONNEL FILES

A Winter/Summer Instructor is entitled to review his/her official personnel file if one exists. A Winter/Summer Instructor who wishes to review his/her official Winter/Summer personnel file should request, in writing, of the Office of Winter/Summer Sessions an appointment to review the file during Winter/Summer Session office hours and shall be entitled to copy any materials therein at a cost, if any, assessed by the Office of Winter/Summer Sessions for such copying. A Winter/Summer Instructor may respond to any documents that may be contained in the file, and may add to the file documents which pertain to his/her Winter/Summer employment at Rutgers.

X - HEALTH AND SAFETY

- A. The University and the Union share a commitment to a safe work environment for all Instructors and a safe learning environment for all winter/summer session students.
- B. The University will meet with the Union, as reasonably requested in writing, to discuss employment-related health and safety problems. The Union will provide a written statement, in advance, of the proposed agenda for said meeting.
- C. If an Instructor believes that a health or safety problem exists, the Instructor should report that concern in the first instance to the Office of Winter and Summer Session on the Instructor's campus. If that is not possible, the problem should be reported to the Rutgers Environmental Health and Safety Department. The contact numbers for these offices shall be provided to each Instructor upon appointment.
- D. No bargaining unit member shall be required to work under conditions where there has been a determination, on a reasonable basis in fact, that those conditions pose an immediate danger to health and safety. The University will relocate an Instructor and his/her class if the University has determined that conditions in the class pose an imminent danger to health and safety.
- E. The University will discharge its responsibility for the development and enforcement of occupational safety and health standards to provide a safe and healthful environment in accordance with PEOSHA and any other applicable statutes, regulations or guidelines published in the New Jersey Register which pertain to health and safety matters. Alleged violations of this Article shall be grievable only to Step One of the grievance procedure, except that "class action" grievances may proceed to Step Two and to Step Three of the grievance procedure as set forth in Article VI (Grievance Procedure) of this Agreement. A "class action" grievance is one that alleges facts that are common to two or more members of the bargaining unit and the alleged violation is common to those members of the bargaining unit.

XI - UNIVERSITY PROCEDURES

Rutgers and the WSI-AAUP-AFT agree that all members of the bargaining unit shall be entitled to enjoy, and shall be subject to, all terms and conditions of employment applicable to the Winter/Summer Instructors provided for in the University Policy Library except as may be otherwise provided for in this Agreement. There shall be no duplication or pyramiding of benefits. During the life of the Agreement or any extension thereof, any change in the University Policy Library that constitutes a change in a mandatorily negotiable term and condition of employment of Winter/Summer Instructors shall be negotiated.

XII - MISCELLANEOUS

- A. During the period in which a Winter/Summer Instructor has an appointment, the Winter/Summer Instructor will be granted full library privileges.
- B. Where possible and consonant with departmental and/or unit practice, academic departments shall provide Winter/Summer instructors with access to a telephone, fax, computer, and printer for work directly pertaining to the teaching and administration of the Winter/Summer Instructor's course, or advise the Winter/Summer Instructor of any locations at the University where such resources are available.
- C. Winter/Summer Instructors shall be reimbursed by department or unit for reasonable expenses associated with their course assignments, provided such expenses have been authorized, in writing, by the department chair or unit head in advance.
- D. Winter/Summer Instructors who do not have a parking tag shall be able to purchase a tag for the Winter/Summer term for which they are appointed.
- E. No later than one (1) week after the first salary payments of the Winter Session and each Summer Session, the University shall provide the Union with a list of bargaining unit employees, including their name, address, email address (if available), campus, school, department, name of course, and compensation.
- F. 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.

XIII – TERM OF AGREEMENT

This agreement shall be effective from November 2, 2018 to August 31, 2022.

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 IV.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.

Winter and Summer Instructors unit

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' Office of Labor Relations 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 Office of Academic Labor Relations.

7. Sole and Entire Agreement: Article IV.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 11, 2011 – October 31, 2016 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 IV.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 IV. 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

SIDE AGREEMENT BETWEEN RUTGERS UNIVERSITY AND RUTGERS COUNCIL OF AAUP-AFT CHAPTERS, WINTER/SUMMER INSTRUCTORS

- A. This Side Agreement clarifies the coverage of the parties' Recognition Clause (Article II).
- B. Instructors who are not hired to teach a full credit-bearing course (lecture or laboratory course) or to teach a full recitation section during the Winter or Summer Session and who are engaged to provide other services during Winter or Summer Session shall not be included in the Recognition Clause. By way of example, summer internship coordinators or supervisors, graders, theater helpers, projectionists, sewers/seamstresses, lab assistants, recitation leaders, independent study supervisors, tutors, and the like are not covered by the Recognition Clause (Article II).
- C. This Side Agreement shall be included in the Collective Agreement as an Appendix.