

Memorandum of Agreement

This Memorandum of Agreement ("Agreement") is made between Rutgers, The State University ("University") and the Rutgers Council of 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 in the resolution of the collective negotiations related to a successor agreement to the parties' July 1, 2019 to June 30, 2022 collective negotiations agreement ("Expired CNA"). All proposals presented by the parties during negotiations for the July 1, 2022 to June 30, 2026 collective negotiations agreement ("Successor CNA") and not expressly agreed to as reflected in this Agreement are deemed to be withdrawn. All information requests presented by the Union relating to negotiations for the Successor CNA are deemed to be withdrawn. The terms of the Successor CNA, inclusive of the attached, are subject to ratification by the Union.

I. The following shall constitute the July 1, 2022 to June 30, 2026 collective negotiations agreement between the parties:

- a. Article I – Purpose: University's April 20, 2023 proposal (attached as document 1).
- b. Article II – Recognition: Maintain current contract language.
- c. Article III – Prohibited Discrimination and Prohibited Harassment: University's April 20, 2023 proposal (attached as document 1).
- d. Article IV – Deduction of Union Dues, Representation Fees and Political Check-Off: Maintain current contract language.
- e. Article V – Designation of Union Representatives and Their Privileges: Maintain current contract language.
- f. Article VI – Appointment and Reappointment: University's April 20, 2023 proposal (attached as document 1).
- g. Article VII – Salaries: University's April 20, 2023 proposal (attached as document 1).
- h. Article VIII – Grievances: University's April 20, 2023 proposal (attached as document 1).
- i. Article IX – Paid Time Away From Work: University's April 20, 2023 proposal (attached as document 1).
- j. Article X – University Closings: Maintain current contract language.
- k. Article XI – Jury Duty: Maintain current contract language.
- l. Article XII – Family and Medical Leaves of Absence and Other Work/Life Accommodations: University's April 20, 2023 proposal (attached as document 1).
- m. Article XIII – Leave Without Pay: Maintain current contract language.
- n. Article XIV – Employee Assistance Program: Maintain current contract language.
- o. Article XV – Disciplinary Process: Maintain current contract language.
- p. Article XVI – Parking: University's April 20, 2023 proposal (attached as document 1).
- q. Article XVII – Health Benefits: Discussions to continue at CRU table.
- r. Article XVIII – Health and Safety: Discussions to continue at CRU table.
- s. Article XIX – Labor/Management Conferences: Maintain current contract language.
- t. Article XX – Severability: Maintain current contract language.

- u. Article XXI – Visa Issues Related to Post Docs at Rutgers (proposed: Support for Immigrant and International Employees): University’s April 20, 2023 proposal (attached as document 1).
- v. Article XXII – Term of Agreement: current contract language will be updated as follows: University’s April 20, 2023 proposal (attached as document 1).
- w. Article _ - Academic Freedom: University’s April 20, 2023 proposal (attached as document 1).
- x. Appendix A – “COPE” : Maintain current contract language.
- y. Appendix B – Indemnification Agreement: Maintain current contract language.

II. In addition, the parties agree to the following:

- a. Side Letter – Visa Issues: University’s April 20, 2023 proposal (attached as document 1).
- b. Side Letter – Caste Discrimination: University’s April 20, 2023 proposal (attached as document 1).
- c. Memorandum of Agreement – Post-Doctoral Fellows Assigned to Units and Departments Formerly Part of UMDNJ: University’s April 26, 2023 5pm proposal (attached as document 2).

For Rutgers, The State University

For the Post-Doctoral Associates and Post-Doctoral
Fellows – Rutgers Council of the American Association
of University Professors Chapters, American Association
of University Professors – American Federation of
Teachers, AFL-CIO





5/1/23

Date

5/1/2023

Date

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

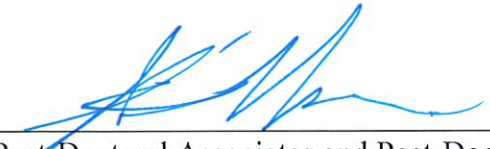
This Memorandum of Agreement (“Agreement”) is made between Rutgers, The State University (“University”), and the Post-Doctoral Associates and Post-Doctoral Fellows - Rutgers Council of AAUP Chapters, American Association of University Professors-American Federation of Teachers, AFL-CIO (“Union”). The 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~~ **2022**, 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.¹
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.
4. ~~As the parties are currently in negotiations for a successor agreement to the CNA, the parties will negotiate which other provisions of the CNA will apply to the Post-Doctoral~~

¹ 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).

Fellows added to the collective negotiations unit represented by the Union pursuant to Paragraph 1 of this Agreement. 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, pending negotiations of modifications to their terms and conditions of employment.

5. Within thirty (30) days following ratification of the 2022-2026 Postdoc 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. inclusion of Class 9 post-doctoral fellows in the negotiations unit, including whether there are legal impediments to the inclusion of Class 9 fellows in the unit. The parties shall strive to conclude discussions within 120 days from the commencement of the discussions.
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.

By: 
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

By: 
Rutgers, The State University of New Jersey

Dated: 5/1/2023

Dated: 5/1/23

5pm - University April 26, 2023 Response to 4-24-2023 Union counter to March 2, 2023
University Proposal

April 20, 2023 University Proposal Amending 4/17/2023 University Proposal in response to 4/5/2023, 4/8/2023 (Article XXI) and 4/19/2023 Visa Side Letter Union Proposals Postdocs

Key: Text in bold and underline is language proposed by the Union and accepted by the University.
Text in bold, strike, underline and yellow highlight is new language proposed by the Union and rejected by the University.
Text in green highlight is new language proposed by the University.
All other text is language agreed upon by the parties.

I - PURPOSE

AM 5/1/23

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.

II - RECOGNITION

AM 5/1/23

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 in a Class 1 or a Class 9 position.

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.

III – PROHIBITED DISCRIMINATION AND PROHIBITED HARASSMENT

AM 5/1/23

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).

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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 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.

Commented [OULR1]: The Caste Side Letter has been added. Please see last few pages of this proposal. Pursuant to the procedures set forth in the Side Letter, 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 III of this collective negotiations agreement.

IV - DEDUCTION OF UNION DUES, REPRESENTATION FEES AND POLITICAL CHECK-OFF

AM 5/1/23

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.

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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.

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



V – DESIGNATION OF UNION REPRESENTATIVES AND THEIR PRIVILEGES

Am 5/1/23

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

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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

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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

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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.

VI - APPOINTMENT AND REAPPOINTMENT

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- 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 years or one year term will be appropriate or necessary. In such instances, appointments or reappointments of less than a two years 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.

VII - SALARIES

AM 5/1/23

- I. 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

Due 5/1/23

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 employees' 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 XV, advanced notice will not be required.

VIII - GRIEVANCES

AM 5/1/23

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

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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 EVPAA 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 VII, 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 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

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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.

IX - PAID TIME AWAY FROM WORK

AM 5/1/23

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

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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.

XII - FAMILY AND MEDICAL LEAVES OF ABSENCE AND OTHER WORK/LIFE ACCOMMODATIONS

AM 5/1/23

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

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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.

XVI – PARKING

AM 5/1/23

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

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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.

XVII - ~~HEALTH BENEFITS~~

Commented [OULR2]: This article is part of CRU negotiations. Until those negotiations conclude, the University maintains the current Postdocs contract language.

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.

AM 5/1/23

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XVIII - HEALTH AND SAFETY

Commented [OULR3]: This article is part of CRU negotiations. Until those negotiations conclude, the University maintains the current Postdocs contract language.

AM 5/1/23

A. No unit member shall be required to work under conditions where there has been a determination, on a reasonable basis of fact, that those conditions pose an immediate danger to health and safety. The University will provide a safe and healthful environment in accordance with PEOSH and any other applicable statutes, regulations or guidelines published in the New Jersey Register which pertain to health and safety matters.

B. The University will meet with the Union, as 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. The University's representatives will include those authorized to address the particular areas at issue.

C. Negotiations unit members are responsible for reporting health and safety problems to their principal investigator or supervisor and to the Rutgers Environmental Health & Safety Department (<http://rehs.rutgers.edu>).

D. The Union may request from the University information concerning health and safety matters affecting negotiations unit members, and the University shall provide the information requested to the best of its ability.

XXI - VISA ISSUES RELATED TO POSTDOCS AT RUTGERS

Commented [OULR4]: See last few pages of this proposal. The University has agreed to discuss these issues further at a side table following ratification of the new CNA.

AM 5/1/23

- 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

Commented [OULR5]: This shall include, but will not necessarily be limited to, revising future appointment letters.

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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 IX 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 XIX to discuss issues arising from this Article.

XXII – TERM OF AGREEMENT

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

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(NEW ARTICLE) – ACADEMIC FREEDOM

AM 5/1/23

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 ___ 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.

SIDE LETTER REGARDING VISA ISSUES RELATED TO
INTERNATIONAL POSTDOCS AND SCHOLARS AT RUTGERS
(Agreed to along with University's proposed language in Article 22)

AM 5/1/23

Within thirty (30) working days following ratification of the 2022-2026 ~~Post-doc~~ Collective Negotiations Agreement between the University and the Post-Doctoral Associates and Post-Doctoral Fellows Unit ("Postdoc CNA") and the AAUP-AFT Collective Negotiations Agreement, an Immigrant and International Scholars Support Committee (IISS Committee) shall be convened and be comprised of five representatives appointed by the Union AAUP-AFT and five representatives appointed by the University Within thirty (30) working days following ratification of the 2022-2026 ~~Post-doc~~ Collective Negotiations Agreement between the Post-Doctoral Associates and Post-Doctoral Fellows Unit ("Postdoc CNA"). The IISS Committee shall discuss address 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 2022-2026 Postdoc Collective Negotiations Agreement to for such issues. Issues to be discussed addressed by the IISS Committee include the following proposals made by the union during:

1. Rutgers shall designate a trained liaison (or liaisons) in the following offices:

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to work with international scholars and the Office of Postdoctoral Affairs;

Office of General Counsel

University Human Resources

Rutgers Global

Office of the Chancellor on each campus

Office of the Executive Vice President for Academic Affairs

University Office for Research

Office of University Finances

2. In the event that a negotiations unit member is not authorized to work in the United States of America and the negotiations unit member's employment is subject to termination for this reason, the University agrees to provide a copy of this Agreement, an additional document stating the precise reasoning for this termination, contact information for legal support staff, as well as meet with the Union and the negotiations unit member to make reasonable efforts for alternate work arrangements or to reappoint the unit member as soon as practicable, but no later than twelve (12) months from initial appointment. If reappointed, the unit member may be required to provide in advance valid work authorization.

3. In cases where a negotiations unit member is unable to return to the United States as a result of their immigration status, and for reasons outside of the unit member's reasonable control (e.g., administrative processing, political events, natural disasters, etc.), the University shall make reasonable efforts to arrange for the unit member to continue to perform their duties remotely outside the United States of America, subject to legal restrictions.

4. Should there be any change in relevant laws or regulations, including but not limited to the repeal of DACA, rescinding of TPS, travel bans, or any other change in immigration law and regulations, or a court ruling that sets forth any new interpretation pertaining to these procedures occur, then, at the union's request, the parties shall meet, in accordance with Section L above, to determine whether any adjustments to these procedures are necessary to comply with the new legal requirements.

5. All visa and SEVIS fees paid by negotiation unit members shall be refunded by the University upon submission of proof of payment.

6. A negotiations unit member who is ineligible for a University or State employer fringe benefit that is otherwise charged on their behalf to a grant,

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~~program, department, school or to the University shall be paid the value of that benefit by the University as a salary supplement for so long as the unit member remains ineligible for the benefit itself. Should eligibility for the benefit be established, the University shall timely notify the member and give them the opportunity to enroll in the benefit in lieu of the salary supplement.~~

~~7. The University shall fully fund the creation of an attorney position in the Office of Postdoctoral Advancement to provide legal assistance and advice to negotiations unit, student and community members for any and all matters related to visas, employment at the University, and benefits eligibility.~~

~~8. A negotiations unit member who is ineligible for a University or State employer fringe benefit that is otherwise charged on their behalf to a grant, program, department, school or to the University shall be paid the value of that benefit by the University as a salary supplement for so long as the unit member remains ineligible for the benefit itself. Should eligibility for the benefit be established, the University shall timely notify the member and give them the opportunity to enroll in the benefit in lieu of the salary supplement.~~

~~9. The University shall fully fund the creation of an attorney position to provide legal assistance and advice to negotiations unit, student and community members for any and all matters related to visas, employment at the University, and benefits eligibility.~~

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;

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

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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, policies 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.

On behalf of the AAUP-AFT


Dated: 5/1/2023

On behalf of the University


Dated: 5/1/2023