

AGREEMENT  
BETWEEN  
RUTGERS, THE STATE UNIVERSITY  
OF NEW JERSEY

and

POST-DOCTORAL ASSOCIATES AND POST-DOCTORAL FELLOWS

RUTGERS COUNCIL OF AAUP CHAPTERS

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

March 1, 2012-June 30, 2015

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## **AGREEMENT**

This Agreement between Rutgers, The State University (hereinafter called the "University"), and the post-doctoral associates and post-doctoral fellows represented by the Rutgers Council of AAUP Chapters, American Association of University Professors-American Federation of Teachers, AFL-CIO (hereinafter called the "Union") is made and entered on this 1<sup>st</sup> day of March, 2012.

### **I - PURPOSE**

The purpose of this agreement is to promote and ensure harmonious and constructive relations between the parties with respect to terms and conditions of employment.

### **II - RECOGNITION**

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

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

### **III - NONDISCRIMINATION**

In the application of provisions of this Agreement or University regulations and policies affecting terms and conditions of employment, there shall be no unlawful discrimination by the University or the AAUP-AFT against any member of the bargaining 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. These terms shall have the meaning as defined by the New Jersey Law Against Discrimination (NJLAD) as of the date of the alleged act of discrimination.

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

#### **A. UNION DUES**

1. The University agrees to deduct on a pro-rata basis from each paycheck on the salary payment schedule and frequency in effect when the dues deduction commences, the appropriate union dues of each member of the unit, as defined herein, for whom the Union furnishes to the University a voluntary written authorization for such deduction, on a form acceptable to the University. The University may modify the salary payment schedule and frequency in the future, and shall notify the Union of such change at least thirty (30) days in advance of the effective date of the changes. Once the Union furnishes to the University such voluntary written authorization for such deductions from any unit member, that unit member will retain that status each term that they are employed as a member of the unit, unless that member submits a written withdrawal of their authorization to the Union. 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 from the Union.

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

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

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

## B. REPRESENTATION FEES

1. For the term of this agreement, and subject to the provisions of this section, all unit members who are not members of the Union authorizing dues deduction shall have deducted from their salaries and forwarded to the Union a representation fee equal to 85% of the amount of appropriate dues, provided that more than 50% of the members of the unit have authorized and selected the Union as their collective negotiations representative as of the date of card check recognition.

2. After deduction, representation fees shall be transmitted to the Union in the same manner and at the same time as the Union dues. If, during the course of the year, the unit member authorizes deduction of dues, the University shall cease deducting the representation fee (to the extent that a representation fee is being deducted) and commence deducting the appropriate Union dues as soon as practical after the Union furnishes to the University a voluntary written authorization for such deduction in accordance with this Article. When the Union furnishes to the University a notice of withdrawal from dues deductions, the representation fee will be deducted instead of the dues fees as soon as practical after notification by the Union to the University. The Union shall pay programming costs associated with the deduction of representation fees.

3. The University shall perform the necessary programming to implement the representation fee deduction as soon as practicable after ratification of the collective negotiations agreement. Deduction of the fee and transmission of the fee to the Union shall be prospective and shall commence after the programming has been performed and the Union has paid the programming costs as set forth above.

## C. INDEMNIFICATION

The Union hereby agrees to indemnify, defend, and save harmless the University from any claim, suit or action, or judgments, settlements, including reasonable counsel fees and other costs of defense which may be brought at law or in equity or before any administrative agency with regard to or arising from the deduction from the salaries of any employee of any sum of money as a representation fee under the provisions of the Agreement.

The liability of the AAUP-AFT to indemnify the University for costs of defense shall not exceed in any year of this Agreement the total amount received as representation fees by the AAUP-AFT during said year. This limitation of liability shall not apply to any orders, judgments, or settlements that require restitution of funds forwarded to the AAUP-AFT.

The University 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 action arising out of or by reason of the provisions of this Article. 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. The indemnification provisions of this Article shall continue during any extension of this Agreement and during any period in which the Union is collecting representation fees in accordance with this Article.

D. POLITICAL CHECK-OFF

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

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

**V - UNION REPRESENTATIVES AND UNION ACCESS TO UNIVERSITY SPACES**

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.

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.

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, 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.

## VI - APPOINTMENT AND REAPPOINTMENT

- A. Initial appointment shall normally be for one year.
- B. Reappointment shall be at the discretion of the principal investigator or supervisor and shall normally be for one year.
- C. There may be instances where appointments or reappointments of less than one year will be appropriate or necessary. In such instances, appointments or reappointments of less than one year may be made at the discretion of the principal investigator or supervisor.

When consistent with funding and project goals, a unit member who receives an appointment or reappointment of less than one year shall not receive a subsequent reappointment during that 12 month period that is less than the remainder of a full year.

- D. Unit members may serve at Rutgers in the postdoctoral associate or postdoctoral fellow titles for up to five 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 University Human Resources website posting this collective negotiations agreement. Reappointment letters shall follow the same format.

## VII - SALARIES

1. Effective as of the date of ratification, but no sooner than March 1, 2012, the minimum salary for bargaining unit employees shall be \$35,000 for a calendar year appointment. Salaries for bargaining unit employees on academic year appointments shall be subject to University conversion guidelines. All bargaining unit employees whose salary exceeds the minimum shall receive at least a 2% salary increase or an increase provided by the funding source, whichever is greater.

2. Effective July 1, 2012, the minimum salary for bargaining unit employees shall be \$36,000 for a calendar year appointment. Salaries for bargaining unit employees on academic year appointments shall be subject to University conversion guidelines. All bargaining unit employees whose salary exceeds the minimum shall receive at least a 2% salary increase or an increase provided by the funding source, whichever is greater.

3. Effective July 1, 2013, the minimum salary for bargaining unit employees shall be \$37,000 for a calendar year appointment. Salaries for bargaining unit employees on academic year appointments shall be subject to University conversion guidelines. All bargaining unit employees whose salary exceeds the minimum shall receive at least a 2% salary increase or an increase provided by the funding source, whichever is greater.

4. Effective July 1, 2014, the minimum salary for bargaining unit employees shall be \$38,000 per year for a calendar year appointment. Salaries for bargaining unit employees on academic year appointments shall be subject to University conversion guidelines. All bargaining unit employees whose salary exceeds the minimum shall receive at least a 2% salary increase or an increase provided by the funding source, whichever is greater.

5. 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.

6. Notwithstanding section 5. above, unit members shall receive all other salary increases as outlined in this article.

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

8. Unit members' 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 unit member's employment will be discontinued for these reasons, the unit member will receive thirty (30) calendar days' notice.

If a unit member'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

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

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

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

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

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

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

2. Any written decision or written answer to a grievance made at any step which is not advanced to the next step within the time limits provided, or such additional period of time as may be mutually agreed upon in writing, shall be considered final. If the University should exceed the time limits in replying to any grievance at any step in the grievance procedure, the grievance may be advanced to the next step within the time limitations for advancing a grievance.
3. "Working Days" are all days on which the administrative offices of the University are open for business as specified in the University administrative calendar.
4. The timeliness of a grievance submitted shall be determined by the date on which the original written grievance statement is received by the Office of Academic Labor Relations. Electronic and/or faxed submission of a written grievance statement shall be permitted. 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 Academic 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 bargaining 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**

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 15 days paid time off on an annualized basis. If a unit members' appointment/reappointment extends beyond four years, paid time off shall increase to 18 days. Such time shall be prorated for part-time appointments/reappointments and appointments/reappointments for less than a twelve month period. Scheduling of such days shall be made with the approval of the principal investigator or supervisor, which shall not be unreasonably denied. Paid time off may not be rolled over from one appointment/reappointment to the next. Consistent with funding agency regulations, all paid time off shall be exhausted before the final date of employment.

B. Holidays. Members of the unit shall be entitled to paid leave on official university holidays, unless required to work during one or more university observed holidays due to operational needs. If required to work during one or more university observed holidays due to operational needs, unit members will be permitted to take another day or days off in lieu of the university holiday(s) worked, to be scheduled with the approval of the principal investigator or supervisor.

C. Bereavement Leave. Unit members shall be entitled to up to three (3) days bereavement leave due to a death in the immediate family (i.e., mother, father, spouse, sole domestic partner, child, foster child, stepchild, stepparent, ward, sister, 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). Such time must be initiated within seven (7) calendar days from the notice to the employee of the date of death.

If such notification exceeds the date of death by more than seven (7) calendar days, a principal investigator or supervisor may require verification of notification. 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.

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.

## **X - UNIVERSITY CLOSINGS**

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

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

## **XI - JURY DUTY**

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

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

In so far as the law allows, unit members are entitled to unpaid family leave as provided by The New Jersey Family Leave Act (NJFLA), N.J.S.A. 34:11B-16, and Federal Family and Medical Leave Act (FMLA) of 1993, 29 U.S.C. 2601. A description of employees' rights and obligations under these laws shall be posted on the University Human Resources website. In so far as the law allows, unit members are also entitled to benefits as established by the State's Family Leave Insurance law at N.J.S.A. 43:21-39.1. Unless the principal investigator or supervisor who is directing a project and associated job-related activities directs otherwise, a unit member may determine whether to apply unused Paid Time Off concurrently during the leave. A request for family leave shall be made as far in advance as is reasonably practicable.

A bargaining 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 bargaining 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 bargaining 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.

## **XIII - LEAVE WITHOUT PAY**

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

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

#### **XIV - EMPLOYEE ASSISTANCE PROGRAM**

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

#### **XV - DISCIPLINARY PROCESS**

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

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

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

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

#### **XVI - PARKING**

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

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

To the extent permitted by law, 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.

## **XVII - HEALTH BENEFITS**

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

## **XVIII - HEALTH AND SAFETY**

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. Bargaining 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 bargaining unit members, and the University shall provide the information requested to the best of its ability.

## **XIX - UNION ACCESS TO INFORMATION**

The University will establish a secure web site to permit access to view and download employment and personal information for all unit employees. Such access shall be granted to a designated Union representative for the following data elements:

Name

Title

Department

Campus Address

Campus Phone #

Campus Email Address

Home Address

Home 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.

## **XX - POSTING OF OFFICIAL UNION NOTICES**

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

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

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

## **XXI - USE OF UNIVERSITY FACILITIES AND ELECTRONIC COMMUNICATION**

### **A. Use of University Facilities**

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, unit, or departmental operations or activities.

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.

### **B. 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 bargaining 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.

### C. Electronic Communication

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

## **XXII - LABOR/MANAGEMENT CONFERENCES**

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

## **XXIII - SEVERABILITY**

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

**XXIV- JOINT TASK FORCE ON VISA ISSUES  
RELATED TO POSTDOCS AT RUTGERS**

The University and the AAUP-AFT shall create a Joint Task Force charged with examining the academic, research, legal, and employment issues regarding visas and postdocs at Rutgers. Task Force membership will include an equal number of representatives for the AAUP-AFT and the administration. The Task Force will be constituted no later than 30 working days following ratification of this agreement, and will submit a report with any recommendations it deems warranted to the Interim Executive Vice President for Academic Affairs and AAUP-AFT President no later than August 30, 2012.

## XXV – TERM OF AGREEMENT

This agreement shall be effective from March 1, 2012 until June 30, 2015.

## 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.

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

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

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

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

7. Sole and Entire Agreement: Article 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 1, 2012 –June 30, 2015 collective negotiations agreement to which this shall be an Appendix.

## APPENDIX B

### INDEMNIFICATION AGREEMENT

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

WHEREAS, the Union acknowledges that Rutgers has agreed to make such deductions as set forth in Article 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.