



**Rutgers Council of AAUP Chapters**  
**American Association of University Professors •**  
**American Federation of Teachers**

**Rutgers AAUP-AFT**  
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ARTICLE 9 FILING FORM

Date Filed: September 12, 2022

\_\_\_\_\_ Category 1

\_\_\_\_\_ Category 2

  X   Categories 1 and 2

Mediation Requested   X   Yes \_\_\_\_\_ No

Step One Meeting Requested \_\_\_\_\_ Yes   X   No

This grievance is filed by:

\_\_\_\_\_ Individual Bargaining Unit Member(s)

  X   The AAUP-AFT

\_\_\_\_\_ Jointly by the AAUP-AFT and the Unit Member(s)

Grievant's Name(s): Rutgers AAUP-AFT

Address for Mail: c/o AAUP-AFT

Staff Representative: BJ Walker

TO: Paula Hak, Asst. Vice President, Academic Labor Relations

FROM: Rebecca Givan, President, AAUP-AFT 

DATE: September 12, 2022

RE: Article 9, Category One and Category Two Grievance of the AAUP-AFT

The AAUP-AFT hereby files this Article 9, Category One and Category Two Grievance on behalf of all tenured unit members negatively impacted by the University's changed practices around the consideration and granting of terminal leaves immediately prior to retirement, a violation of established practice and long-standing administrative decisions to permit these leaves.

Background:

1. The University has, for decades, granted terminal sabbatical or research/administrative leaves to senior and/or long serving faculty immediately prior to retirement.
2. A "terminal" leave has signified a sabbatical or research/administrative leave immediately prior to retirement. Terminal sabbaticals or terminal research/administrative leaves were not governed by the return-to-service requirements of Article 25 of the Collective Negotiations Agreement. The terminal leave practice required a written commitment and date certain for the faculty member's retirement.
3. In many units, including the School of Arts and Sciences, New Brunswick, the terminal sabbatical/leave practice was well established as a term and condition of employment.
4. On March 3, Union President Rebecca Givan wrote to the University's President and Executive Vice President, with copies to representatives from the Office of University Labor Relations:

*Dear Jonathan and Prabhas -*

*I'm writing in the hopes that we can work together to solve a problem that has arisen recently. We understand that the administration has suggested that it cannot continue the longstanding practice of granting research leaves (commonly thought of as 'terminal sabbaticals') prior to retirement, perhaps because of concerns about compliance with our contract. It is clear that it is in both the university and our members' interests to reach agreements that encourage faculty to retire when the time is right for them. We have therefore drafted a Memorandum of Agreement (attached) that aims to allow continuation of a practice that has benefited deans and faculty alike. Please review and suggest any revisions to the proposed MOA - I'll be happy to meet to discuss it if needed.*

*This issue has created uncertainty from faculty and deans in recent weeks and I hope that we might take care of it quickly and in a way that works for all of us.*

*I look forward to hearing from you,*

*Becky*

[see Attachments A and B]

5. David Cohen, Vice President for University Labor Relations and Special Counsel for Labor Affairs, responded later on March 3 that a meeting with his office would be arranged.

6. The Union received on March 15, 2022, a copy of a message from Professor [redacted] to Paula Hak with regard to her own circumstances and events surrounding a request for terminal leave prior to retirement. She wrote:

*Dear Vice President Mercado Hak,*

*This past September semester I entered a series of conversations with [redacted] about the possibility of my retiring. At that time I requested the discretionary "Sabbatical year" that every retiring member of my department has received since I have been here over the past 34 years. I also inquired about the "phased-in retirement" program which would allow retiring faculty to return half time at half salary for a year. At that time he agreed that I would be granted the sabbatical year but that it was a bit too early to file the appropriate retirement papers. I then went to see personnel who told me to return in the spring semester either late March, or early April (this semester) to file the paperwork. Things were left at that and I proceeded to plan retirement.*

*My plans included purchasing a new property, as well as other plans on a timeline determined by Dean [redacted] and my agreement in September. Not receiving the sabbatical year will cause my family as well as me hardship and require me to suddenly attempt to undo or forestall planning that is now well underway [personal information redacted] in addition to notifying my financial planners of a sudden and potentially irreversible change.*

*I recently met with both Dean [redacted] and [redacted] and they wholeheartedly support my request for consideration in this matter. Both Deans [redacted] strongly support me in this request and suggested that I write to you. I am requesting that since the previous dean agreed that I would receive the "terminal sabbatical" that the current dean be allowed to follow through on that agreement and that I be granted the terminal sabbatical.*

*Than[k] you for your time and consideration in this important matter.*

7. The Union met with representatives from the Office of University Labor Relations (ULR) on March 16 and 23, 2022 to discuss terminal leaves. The Union was informed that leaves would be put on hold while ULR looked into practices.

8. ULR indicated that it would keep the Union apprised of what it learned and how the administration would proceed regarding the granting of leaves which, for a time, would be decided on a case-by-case basis while the review was underway.

9. The Union surveyed its members on March 30, 2022, and noted in a message to members:

*... the Office of University Labor Relations is apparently interfering in a longstanding practice that we think has worked well: deans granting a final six-month or year-long sabbatical or research leave to a tenured faculty member immediately before they retire. These are generally known as "terminal sabbaticals."*

*We want to challenge this latest example of overreach by lawyers who think they know more about how to run our university than the people who do the teaching, research, and service. We need to gather information about how these leaves have been used in the past and how they affect your own decisions about retirement.*

10. On April 19, 2022, Dr. Givan, wrote to ULR Representatives David Cohen and Paula Hak, sharing the results of the survey (Attachments C and D) and requesting additional information, noting,

*"I'm writing to continue our conversation about terminal sabbaticals. I attach some of the findings of our surveys - we surveyed both current tenured faculty and retirees, as you'll see. We haven't shared this more widely yet but we expect to do so - we're fielding a lot of questions and concerns. Could you update us on your information gathering? We're hearing from faculty frequently and they are being significantly impacted by the current uncertainty. We're still eager to meet and get to a good shared understanding."*

Paula Hak responded on April 20:

*Thanks for checking in. We also appreciate the information you sent. We have been reviewing this and gathering information. Our internal discussions continue as well. I will confer with David and then loop back about continuing our discussions.*

(Attachment E)

10. Also on April 19, Union Staff Representative BJ Walker wrote to Paula Hak inquiring about the status of Professor [redacted]'s leave. Ms. Hak responded that, "*This request is under review and a response by next week.*"

11. On April 24, 2022, Professor [redacted] again wrote to Paula Hak:

*Greetings Vice President Mercado Hak;*

*I am simply following through because it has been over a month, and I have not heard anything from you. Classes end after next week and the semester is starting to wind down. I am anxious and concerned that at the end of my loyal 35 year career at Rutgers I will be mistreated or ignored. As stated in my first communication, then Dean [redacted] agreed in early September to grant me a terminal sabbatical. It was too early to file the necessary paperwork so we agreed with personnel that I could file those papers in late March or early April. The decision to remove the terminal sabbaticals was made and issued from central administration in January, months after our agreement to grant me the terminal sabbatical. I have made numerous plans based on the agreement with then Dean [redacted] which I outlined for you in my first letter. I cannot move forward or change my plans until I hear the decision from you. Thank you for your time and attention to this matter. Sincerely, [redacted]*

12. BJ Walker followed up on April 25, requesting to know the University's response to Professor [redacted]'s requests. There was no further response to Ms. Walker's inquiry and the University has failed to respond in any meaningful manner to Professor [redacted]'s inquiries concerning the leave.

13. On April 27, 2022, BJ Walker submitted the following request for information in an email to Paula Hak:

*In preparation for a potential grievance under Article 9, we hereby request the following information:*

*A list of any and all tenured faculty members, since 2012, who were on a leave, and/or released from teaching and/or other responsibilities, in the year immediately prior to their retirement from the University. This includes, but is not limited to, those on a Sabbatical Leave, a "terminal" leave, a "research" leave, or an "administrative" leave.*

*Note that this request is currently limited to the School of Arts and Sciences, New Brunswick, but may be extended to other units at a later time. Limiting the immediate request to SAS-NB is intended to allow for expeditious collection of the information needed.*

*Thank you for your attention to this matter. Please let me know if you have any questions and/or wish to discuss.*

14. On May 12, another meeting between the Union and ULR was held. ULR notified the Union that it had "paused" approving leaves and requests were being assessed on a case-by-case basis. It was also stated that, "At some point this pause will result in a formal position."

15. On May 18, BJ Walker again wrote to Paula Hak, identifying specific individuals known or believed to have had a terminal leave prior to retirement to assist in the gathering of the requested information:

*I've identified a number of individuals we believe were granted a terminal sabbatical or research leave prior to retirement. We request copies of the agreements (or emails/documents setting forth the terms of the leaves) related to each of these individuals.*

*We also reiterate our request to know of all such agreements/arrangements reached over the last ten years (most immediately for FAS) and for copies reflecting those agreements/arrangements. Note that the academic year listed in the table below is an approximate date of the leave or individual's retirement.*

<b>Name</b> [All Names Redacted]	<b>Unit</b>	<b>Approx</b> <b>Time of Leave</b>
	<i>Extension</i>	<i>2016-17</i>
	<i>SAS</i>	<i>2019-20</i>
	<i>MGSA</i>	<i>2021-22</i>
	<i>MGSA</i>	<i>2019-20</i>
	<i>Nursing</i>	<i>2016-17</i>
	<i>SEBS</i>	<i>2019-20</i>
	<i>GSE</i>	<i>2015-16</i>
	<i>FASN</i>	<i>2021-22</i>
	<i>MGSA</i>	<i>2015-16</i>
	<i>SAS</i>	<i>2019-20</i>
	<i>FASN</i>	<i>2016-17</i>
	<i>Libraries</i>	<i>2015-16</i>
	<i>Nursing</i>	<i>2015-16</i>
	<i>RBS</i>	<i>2016-17</i>
	<i>Engineering</i>	<i>2018-19</i>
	<i>Libraries</i>	<i>2018-19</i>
	<i>RBS</i>	<i>2020-21</i>
	<i>Law</i>	<i>2018-19</i>
	<i>SAS</i>	<i>2020-21</i>
	<i>Urban Educ</i>	<i>2016-17</i>
	<i>FASN</i>	<i>2020-21</i>
	<i>SEBS</i>	<i>2021-22</i>
	<i>SAS</i>	<i>2021-22</i>
	<i>Libraries</i>	<i>2018-19</i>
	<i>Nursing</i>	<i>2013-14</i>
	<i>SAS</i>	<i>2017-18</i>

*Please let me know if you have any questions with regard to the above.*

Ms. Hak responded on May 19:

*Thanks, BJ. We will review this. We are working on a response to your 4/27 request which you limited to SAS-NB.*

[Attachment F]

16. On May 24, BJ Walker again wrote to Ms. Hak:

*In a further attempt to reduce the burden in gathering the information requested, we are revising our requests to encompass the last five years rather than ten. Of course, if you already have the information, please do share it. In sum, we are requesting to know what unit members retired within the last five years and were on a terminal sabbatical or research leave immediately prior to retirement. Many thanks.*

17. The Union filed an Unfair Practice Charge with the Public Employment Relations Commission on July 27 concerning the University's failure to provide information needed to present this grievance more effectively and to better represent the interests of its members negatively affected by these actions. (Attachment F)

18. On Friday, September 2, 2022, prior to a PERC conference scheduled for Tuesday morning, September 6, and following the holiday weekend, the University provided a response to the Union's information requests (Attachment G). In sum, the Union learned the following:

- In the School of Arts and Sciences, New Brunswick, from July 1, 2017 to July 1, 2022, there were a total of 82 terminal leaves granted to faculty immediately prior to retirement (4 were identified as "terminal sabbaticals").
- From July 1, 2018 to June 30, 2022 there were 28 terminal sabbatical leaves granted, University wide. We do not know how many terminal (non-sabbatical) leaves (noted as "releases from formal teaching" by the University) were granted during this period.

Note that requested agreements reflecting the terms of these leaves were not provided by the administration.

19. The Union continues to receive inquiries and concerns from members who had planned, or intended to plan, their retirement around a terminal leave.

Discussion:

The University's Office of Labor Relations unilaterally announced terminal leaves were being "paused" and could no longer be granted. Professor [redacted]'s communications illustrate the kind of harm that has flowed from these changed practices and administrative decisions.

Members from a variety of units have conveyed their understanding of a practice so deeply understood and ingrained that they *relied* on such a leave being available in planning their own retirements. They observed others in their departments enjoying pre-retirement leaves and expected that they, too, would be granted such a leave following long service and careers at the

University. This expectation was supported by deans who proposed and/or granted requests for leaves prior to retirement. The granting of terminal leaves was a practice widely known and accepted by the University's central administration for decades as evidenced by the record provided of such leaves and constituted a term and condition of employment.

The widespread and long-standing practice of granting terminal leaves in numerous University units is not only a term and condition of employment that cannot be unilaterally changed without negotiations, it is a practice that has benefited the University by allowing faculty time to transfer institutional knowledge and files to colleagues; to wrap up research and other projects involving students; to clear out their offices and appropriately arrange for the return of equipment; and, to otherwise wrap up decades of their intellectual life and work at the University. Rather than approaching the matter through negotiations with the Union, deans were informed to simply stop approving such leaves. This created an untenable situation for faculty who had planned their retirements years ago with the expectation of a leave prior to retirement. These careful plans were then thoughtlessly and recklessly upended without notice, causing great harm and upset to faculty members who either had to delay their planned retirement or retire earlier than they wished.

The unilateral change in the long-standing practice of granting terminal leaves violates the University's obligation to negotiate prior to changing terms and conditions of employment. This statutory obligation is embodied in and an inherent part of the parties' Recognition Clause (Article 3). In addition, the unilateral change in practice is a violation of the long standing administrative decision, policy and implicit agreement to grant terminal sabbaticals in violation of Article 9, section A.1. The former violation is a Category One grievance and the latter is a Category Two grievance.

Meeting Requested: Mediation is requested.

Remedy Requested:

1. The University will return to the practice of permitting leaves immediately prior to retirement.
2. The University will ascertain through communications with individual units, the identity of any and all faculty members who inquired about the possibility of a leave immediately prior to retirement, beginning in 2020-21 and up to the present time.
3. The University and Union shall meet to discuss the circumstances around the retirement (or planned retirement) of each individual identified in 2 above and shall endeavor to identify a timely and appropriate "make whole" remedy for those denied a terminal leave flowing from the University's action to deny or put on hold all terminal sabbatical or administrative/research leave requests.
4. If an agreement between the University and Union cannot be reached on appropriate remedies in individual cases, the Union may present these matters to arbitration which shall be scheduled on an expedited basis.

ATTACHMENT A

**From:** Rebecca Givan <[rebecca.k.givan@gmail.com](mailto:rebecca.k.givan@gmail.com)>  
**Date:** Mar 3, 2022, 7:04 PM -0500  
**To:** Dr. Prabhas Moghe, EVPAA <[evpaa@rutgers.edu](mailto:evpaa@rutgers.edu)>, Prabhas Moghe <[moghe@rutgers.edu](mailto:moghe@rutgers.edu)>, Jonathan Holloway <[holloway@rutgers.edu](mailto:holloway@rutgers.edu)>  
**Cc:** David Cohen <[dcohen@ogc.rutgers.edu](mailto:dcohen@ogc.rutgers.edu)>, Paula Mercado Hak <[paula.mercadohak@rutgers.edu](mailto:paula.mercadohak@rutgers.edu)>  
**Subject:** Faculty leaves prior to retirement

Dear Jonathan and Prabhas -

I'm writing in the hopes that we can work together to solve a problem that has arisen recently. We understand that the administration has suggested that it cannot continue the longstanding practice of granting research leaves (commonly thought of as 'terminal sabbaticals') prior to retirement, perhaps because of concerns about compliance with our contract. It is clear that it is in both the university and our members' interests to reach agreements that encourage faculty to retire when the time is right for them. We have therefore drafted a Memorandum of Agreement (attached) that aims to allow continuation of a practice that has benefited deans and faculty alike. Please review and suggest any revisions to the proposed MoA - I'll be happy to meet to discuss it if needed.

This issue has created uncertainty from faculty and deans in recent weeks and I hope that we might take care of it quickly and in a way that works for all of us.

I look forward to hearing from you,

Becky

Rebecca Kolins Givan  
Associate Professor, Labor Studies and Employment Relations  
President, Rutgers AAUP-AFT  
Join your union now! [bit.ly/JoinRUAAP](http://bit.ly/JoinRUAAP)  
<http://www.rutgersaaup.org>

## ATTACHMENT B

### Memorandum of Agreement (“Agreement”)

Between Rutgers, The State University of New Jersey (“University”)  
and the Rutgers Council of AAUP Chapters, AFT (“Union”)  
Concerning Terminal Sabbatical Leaves

Whereas the University and the Union desire to formalize practices around the University’s granting of “terminal sabbatical leaves” to certain faculty nearing retirement, it is hereby agreed that:

1. Faculty who are nearing retirement, and who are otherwise eligible for a sabbatical leave under the University’s Sabbatical Leave Program, may request a “terminal sabbatical leave.”
2. Terminal sabbatical leaves shall be available, at the discretion of the requestor’s dean, to faculty who have conveyed a desire to retire from the University effective immediately upon conclusion of a terminal sabbatical leave.
3. Faculty applying for and approved for a terminal sabbatical leave shall not be required to return to university service as required for non-terminal sabbatical leaves.
4. The Sabbatical Leave Program, as incorporated into Article 25 of the parties’ Collective Negotiations Agreement, as well as the Application Form accompanying the Sabbatical Leave Program, shall be jointly revised by the parties prior to issuance of the 2023-2024 program to appropriately incorporate a terminal-leave option.
5. Deans will have the authority and discretion to approve terminal year sabbaticals prior to the issuance of revised contract language and 2023-24 Program guidelines.
6. All other terms and provisions of the Sabbatical Leave Program remain in full force and effect.

Terminal sabbaticals/research leave update

Negotiations 2022/terminal leaves

Rebecca Givan <rebecca.k.givan@gmail.com>

Tue, Apr 19,  
8:32 PM

to Paula, David, me

Hi Paula and David-

I'm writing to continue our conversation about terminal sabbaticals. I attach some of the findings of our surveys - we surveyed both current tenured faculty and retirees, as you'll see. We haven't shared this more widely yet but we expect to do so - we're fielding a lot of questions and concerns. Could you update us on your information gathering? We're hearing from faculty frequently and they are being significantly impacted by the current uncertainty. We're still eager to meet and get to a good shared understanding.

Best,

Becky

Rebecca Kolins Givan  
Associate Professor, Labor Studies and Employment Relations  
President, Rutgers AAUP-AFT  
Join your union now! [bit.ly/JoinRUAAP](https://bit.ly/JoinRUAAP)  
<http://www.rutgersaaup.org>

**ATTACHMENT D**

[See file attached with grievance transmission: April 19, 2022 Survey Results]

redacted version

Re: Terminal sabbaticals/research leave update

Negotiations 2022/terminal leaves

Paula Mercado Hak <paula.mercadohak@rutgers.edu>

Wed, Apr 20,  
8:07 AM

to Rebecca, David, me

Hi Becky,

Thanks for checking in. We also appreciate the information you sent. We have been reviewing this and gathering information. Our internal discussions continue as well. I will confer with David and then loop back about continuing our discussions.

Have a great day.

Thanks,  
Paula

redacted version

**ATTACHMENT F**

[See file attached with grievance transmission: July 27, 2022 Unfair Practice Charge]

redacted version



BJ Walker <bjwalker@rutgersaup.org>

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## University Response to AAUP-AFT Information Requests Dated April 27, 2022 and May 18, 2022

1 message

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Paula Mercado Hak <paula.mercadohak@rutgers.edu>

Fri, Sep 2,  
2022 at 3:58  
PM

To: BJ Walker <bjwalker@rutgersaup.org>

Cc: David Cohen <d.cohen@oulr.rutgers.edu>, Farrah Gold Henry <fgoldhenry@ogc.rutgers.edu>, Kathleen Dempsey <k.dempsey@oulr.rutgers.edu>

Hi BJ,

This correspondence sets forth the University's responses to the AAUP-AFT's request for information dated April 27, 2022, as amended by the AAUP-AFT's May 24, 2022 email ("April 27, 2022 Request"), and the AAUP-AFT's second request for information dated May 18, 2022 ("May 18, 2022 Request"). Notwithstanding any specific objection set forth below in response to the AAUP-AFT's requests for information, the University reserves the right to assert additional objections or provide amended or supplemental responses.

### General Objections

1. The University objects to the requests to the extent they are vague, ambiguous, overbroad and/or unduly burdensome and thereby preclude an effective response.
2. The University objects to the requests to the extent they seek documents and/or information that are confidential and/or protected from disclosure by the attorney-client privilege and/or work product doctrine and/or other privilege.
3. The University objects to any and all requests seeking information related to employees not in the negotiations units represented by AAUP-AFT as such requests are overbroad and unduly burdensome and seek irrelevant information.
4. The University objects to any and all requests for information which is not in its possession, custody, or control.
5. The University objects to the requests to the extent they seek information that may not be relevant to the Union's role as a collective negotiations representative for its unit members.

### April 27, 2022 Request

The AAUP-AFT requested the following:

*"...A list of any and all tenured faculty members, since 2012, who were on a leave, and/or released from teaching and/or other responsibilities, in the year immediately prior to their retirement from the University. This includes, but is not limited to, those on a Sabbatical Leave, a "terminal" leave, a "research" leave, or an "administrative" leave.*

*Note that this request is currently limited to the School of Arts and Sciences, New Brunswick, but may be extended to other units at a later time..."*

The University objects to this request on the grounds that it is overly broad, unduly burdensome, vague and ambiguous. More specifically, "responsibilities", "terminal leave" and "administrative leave" are undefined terms and phrases which preclude an effective response. Additionally, the use of "and/or" twice in the request to connect three sets of vague and undefined words and phrases fails to specify the combination of such words and phrases that are to be taken together or individually, thereby precluding an effective response. The University also objects to this request on the grounds that it seeks confidential information and to the extent that it seeks information that already is in the possession or control of the Union. The University further objects to this information request on the ground that it requests that the University create a document, which it is not required to do in response to an information request.

Notwithstanding and without waiving the foregoing objections, below are the names of AAUP-AFT faculty members from the School of Arts Sciences – New Brunswick ("SAS-NB") with effective dates of retirement falling between July 1, 2017 and July 1, 2024 and with agreements relieving them from classroom duties or providing a terminal sabbatical during the semester immediately preceding their effective date of retirement.

Terminal Sabbatical

[four names redacted]

Relieved of formal classroom teaching

[78 names redacted]

**May 18, 2022 Request**

The AAUP-AFT's May 18, 2022 request sets forth two requests for information. The first requested the following:

*"I've identified a number of individuals we believe were granted a terminal sabbatical or research leave prior to retirement. We request copies of the agreements (or emails/documents setting forth the terms of the leaves) related to each of these individuals ... Note that the academic year listed in the table below is an approximate date of the leave or individual's retirement.*

<i>Name</i>	<i>Unit</i>	<i>Approx</i>
[All Names Redacted]		<i>Time of Leave</i>
	<i>Extension</i>	<i>2016-17</i>

	SAS	2019-20
	MGSA	2021-22
	MGSA	2019-20
	Nursing	2016-17
	SEBS	2019-20
	GSE	2015-16
	FASN	2021-22
	MGSA	2015-16
	SAS	2019-20
	FASN	2016-17
	Libraries	2015-16
	Nursing	2015-16
	RBS	2016-17
	Engineering	2018-19
	Libraries	2018-19
	RBS	2020-21
	Law	2018-19
	SAS	2020-21
	Urban Educ	2016-17
	FASN	2020-21
	SEBS	2021-22
	SAS	2021-22
	Libraries	2018-19
	Nursing	2013-14
	SAS	2017-18

..."

The University objects to this request on the grounds that it is overly broad, unduly burdensome, vague and ambiguous. More specifically, the terms "documents", "terms" and "leaves" are undefined terms and thereby preclude an effective response. Additionally, the term "related" is a broad term that references, explicitly or implicitly, any aspect of the individuals' employment with the University. Further, the request for "emails/documents" is not limited in temporal scope. The University also objects to this request on the grounds that it seeks confidential information and to the extent that it seeks information that already is in the possession or control of the Union.

Notwithstanding and without waiving the foregoing objections, the University entered into agreements, releases and/or supplemental releases with the following individuals from the above list: [17 names redacted]

The respective units and schools confirmed that no such agreements exist for [nine names redacted].

Additionally, the AAUP-AFT requested the following:

*“We also reiterate our request to know of all such agreements/arrangements reached over the last ten years (most immediately for FAS) and for copies reflecting those agreements/arrangements.”*

The University objects to this request on the grounds that it is overly broad, unduly burdensome, vague and ambiguous. More specifically, the terms “agreements/arrangements” and “FAS” are undefined terms and thereby precludes an effective response. Further, the request for the “last ten years” of such “agreements/arrangements” is overly broad and unreasonable as to temporal scope. The University also objects to this request on the grounds that it seeks confidential information and to the extent that it seeks information that already is in the possession or control of the Union.

Notwithstanding and without waiving the foregoing objections, please see the table below, which sets forth whether the schools/units listed below entered into a terminal sabbatical agreement with faculty in the AAUP-AFT negotiations unit during the term of the current collective negotiations agreement between Rutgers and AAUP-AFT.

<b>Campus</b>	<b>Rutgers Legacy Schools/Units</b>	<b>During FY 2018-19 to July 30, 2022, did the school/unit enter into terminal sabbatical agreements with faculty?</b>
<b>New Brunswick</b>	Bloustein	No
	EMSOP	No
	GSAPP	No
	GSE	4 agreements
	MGSA	No
	RU Libraries	No
	SAS-NB	4 agreements
	SCI	No
	SOE	No
	SEBS	6 agreements
	SMLR	No
	SSW	No
<b>Camden</b>	FASC	No
	RBSC	No
	RLS	No
	SON	No
<b>Newark</b>	CON/SON	No
	RBS	No
	RLS	1 agreement
	SAS-N (formerly FASN)	13 agreements
	SCJ	No
	SPAA	No

Have a good weekend.

Thanks,

Paula

**Paula Mercado Hak** (she/her/hers)

*Assistant Vice President for Academic Labor Relations*

Office of University Labor Relations

Rutgers, The State University of [New Jersey](#)

[178 Ryders Lane, Suite 308](#)

[New Brunswick, NJ 08901](#)

848.932.7174, fax 732.932.8326

[paula.mercadohak@rutgers.edu](mailto:paula.mercadohak@rutgers.edu)

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