

Summary of AAUP-AFT Bargaining Proposals for Successor CBAs to the 2022-2026 CBAs

The following summary highlights some of the proposals the Unions will advance in bargaining. The Unions' broad bargaining objectives are to support and promote the teaching, research and service missions of the University by providing to full-time and part-time faculty, graduate workers, clinicians, counselors and post-docs: (a) fair and equitable compensation; (b) comparable healthcare, leave and other benefits; (c) meaningful and equitable job security; and (d) a work environment characterized by respect and dignity—one that promotes the values of a diverse and inclusive University community.

The Unions approach bargaining as an opportunity to address critical issues that impact the entire University community. It is an opportunity for the Union and the Administration to identify potential areas of partnership where collaborative approaches can yield positive outcomes for bargaining unit members and students.

The following subject areas are not in order of priority. Each area identifies issues of concern to the Unions—issues the Unions seek to productively and collaboratively address in bargaining. Certain proposals accomplish multiple bargaining objectives and may therefore be referenced under more than one subject area.

Detailed proposals will be provided to the University in advance of scheduled bargaining sessions.

1. One Union – All persons performing unit work should be in the same unit and enjoy comparable compensation, benefits and security

The core academic mission of the University—educating/supporting undergraduate and graduate students, contributing to the body of knowledge through scholarship and research—is advanced by faculty and staff including full-time faculty, librarians, part-time faculty, counselors, post-doctoral fellows, teaching assistants, graduate assistants and other doctoral students. Therefore, the unions seek to represent all employees, whose primary responsibilities are teaching and student support, research/scholarship, clinical care, and counseling EOF students, in a single bargaining unit that advocates for their common interests, as well as for the interests of their students.

The inclusion of post-docs, counselors and lecturers in a single bargaining unit also advances the essential principle of equal pay for equal work and promotes job security and academic freedom.

- a. Article 3 – Include lecturers as fractional non-tenure track appointments in the Full-Time—TA/GA unit, thus including all co-adjutants in bargaining unit.
- b. Article 3 – Include Post-Docs.
- c. Article 3 – Include Winter/Summer Instructors.

- d. Article 3 – Include EOF Counselors and Senior Counselors.
- e. Articles 3 and 12 – Include all Rutgers-compensated doctoral students performing unit work. Eliminate fellowships and provide TAs and GAs during the first five years of a doctoral program, except when fellowships are required by outside funding sources.
- f. Articles 3 and 12 – Include all doctoral students paid hourly, who perform bargaining unit work.
- g. Articles (multiple) – Eliminate arbitrary and inequitable contractual distinctions between legacy BHSNJ faculty and legacy AAUP-AFT faculty.

2. Promoting and Stabilizing the Research Mission of the University

Maintaining and growing Rutgers research programs is part of the University's core mission and a fiscal priority. Research grants and contracts comprised nearly one-fourth of Rutgers' total operating revenue in FY 2025 (\$912.5 out of \$3,885.4 million: <https://finance.rutgers.edu/sites/default/files/2025-12/2024-2025%20Rutgers%20Annual%20Financial%20Report%20Final.pdf>).

Generally, research is funded by fixed budgets for fixed terms. Researchers cannot request more grant funds when research costs increase due to contractually-mandated salary increases, increases in the fringe rate, and other cost increases outside of the PI's control. Further, many grants cap the amount that can be spent on grad student salaries, fringe and tuition. NIH grant caps are below actual costs.

If unbudgeted costs are not addressed through alternative funding sources, research suffers. Personnel integral to the research mission—post-docs, GAs and others—may have to be laid off. Alternatively, other spending reductions must be implemented.

Additionally, unanticipated emergencies—pandemic implications, changes in government funding priorities, local infrastructure failures including equipment damage—lead to major research disruptions. Similarly, funding gaps disrupt productive research enterprises.

The following proposals address some of the above issues:

- a. Article 8A – Central Funding – Clarify language to ensure that all unbudgeted personnel and other expenses (including fringe costs) will be funded by the University through central sources; departments and decanal units will not be expected to make up funding gaps.

- b. Article 42 – Set forth a procedure for implementation of central funding to cover unbudgeted grant expenses—an efficient procedure that does not rely on a reimbursement process.
- c. Article 42 – Strengthen the current bridge funding program. The RBHS programs provide a model that may be adapted to other CLUs.
- d. Article 42 – Provide bridge funding support for grant-funded non-tenure track faculty who have gaps in grant funding, after five years of continuous employment.
- e. Article 42/Article 12 – All tuition for doctoral students during first five years of the program waived. After five years, tuition is based on in-state rates.
- f. Article 42 – Memorialize Rutgers New Brunswick emergency funding program in CBA and expand program to include all Chancellor-led units. PI program – https://rutgers.ca1.qualtrics.com/jfe/form/SV_7QyoYyWY6e6TEHk; grad student program – https://rutgers.ca1.qualtrics.com/jfe/form/SV_eesYNqmiwntFIHw
- g. Article 41 – Maintain and expand Extramural Support Incentive Award Programs, including mechanisms for F&A return.
- h. Article 42 – Accept indirect facilities and administrative (F&A) cap set by external funding sources.
- i. Article 42 – Provide financial and administrative support in each CLU for new large, multi-PI grants, including but not limited to core facilities grants.
- j. Article 42 - Memorialize extension of the tenure clock under emergency situations and implement through standard university-wide procedures.

3. Extending Job Security to All Bargaining Unit Members

There can be no academic freedom without meaningful job security. While principles of academic freedom are deeply ingrained in the University’s history, many faculty members remain in highly precarious conditions of employment, stripped of the essential elements of job security, among them lecturers and clinicians.

- a. Article 27- Inclusion of BHSNJ faculty in Article 27
- b. Article 27- Rename “presumptively renewable” appointments to “continuous” appointments. Provide all non-tenure track faculty, including all BHSNJ legacy NTT faculty and all lecturers, with continuous appointments after four years of employment.

- c. Article 27 – For NTT faculty with continuous appointments, establish rigorous enforcement/grievance procedures for separations from employment.
- d. Provide all tenured faculty, including legacy BHSNJ faculty, with tenure protections equivalent to the protections afforded to AAUP-AFT legacy tenured faculty.
- e. Article 27 – Provide the same level of job security (continuous appointments) for long-term NTT fractional appointments, as for full-time NTT appointments.
- f. Article 27 – Provide meaningful review of non-renewals of full- and part-time faculty with term appointments, prior to the granting of tenure or continuous appointments.

4. Supporting Doctoral Students/Grad Workers

Doctoral students play a vital role in promoting research, teaching and scholarship, while completing the rigorous academic requirements to earn their doctoral degrees. As doctoral students they contribute to the research and scholarship goals of PIs and other faculty, who oversee their academic progress.

- a. Article 12 – Incorporate into the body of the collective bargaining agreement the commitment to provide five years of funding, including those doctoral students who matriculated prior to Fall 2024.
- b. Article 12 – For the first five years of funding, doctoral students shall be in TA or GA positions, unless outside funding sources do not permit students to be employees of the University, in which case they may be classified as fellows, provided the compensation and benefits they receive are equivalent to the compensation and benefits of TAs and GAs.
- c. Throughout their doctoral program, graduate students shall be represented by the AAUP-AFT.
- d. Doctoral students paid hourly shall be represented by the AAUP-AFT.

5. Artificial Intelligence and Educational Technology– Guardrails and Protections

With AI and other technological applications, such as Canvas, playing an increasing role in how faculty engage in pedagogy and research there is a need for a new contractual article that contains guidelines and protections for the role and use of AI. It is also an opportunity for faculty and administrators to partner in ensuring that education technology serves the mission of the University.

- a. New Article – Establish a joint union-administration Education Technology Committee (ETC) to review, evaluate and make recommendations with respect to

the proposed procurement of ed-technology. Faculty members on the ETC shall be given a course release each academic semester and clinicians and staff members on the ETC shall have their job-related responsibilities reduced commensurate with their time devoted to ETC duties.

- b. New Article – Require faculty consent for the collection of data by AI and other education technology applications relating to instruction, librarianship, research or scholarship.
- c. New Article – Data collected by education technology shall be accessible to faculty members and not be used to evaluate the performance of faculty or students or to monitor or surveil faculty or other University employees.
- d. New Article – Ed-technology shall not be used by the University to reduce the need for full-time or part-time faculty. There shall be no reductions in force or the elimination of full-time or part-time faculty positions as a result of the use of ed-technology.
- e. New Article – Instructional materials, including lectures and audio-visual materials, course syllabi, and course content remain the intellectual property of faculty members and shall continue to be protected in accordance with the current Rutgers Policy 50.3.7.
- f. New Article – Third-party vendors shall not have any ownership of course materials in a learning management system (LMS). The intellectual property of faculty shall not be incorporated into AI data streams, such as AI training datasets, or other edtech data streams, without the consent of the creator.
- g. All courses must be taught by human instructors who are members of an applicable bargaining unit, unless prohibited due to managerial, supervisory or confidential job responsibilities.

6. Enhancing Equality and Diversity

Notwithstanding the onslaught of attacks by the Trump administration on equal rights and diversity, the AAUP-AFT is unwavering in its commitment to ensuring that its members enjoy a work environment free from discrimination and harassment—a workplace that respects, values and promotes the diversity of our University community.

The following proposals are designed to promote diversity, fairness and justice, by expanding protections against discrimination, ensuring pay equity, and providing exceptional service awards to faculty who demonstrate a commitment to our diverse student population. The Unions’ proposals also provide for equity in the treatment of part-time faculty, recognizing their indispensable role in the education of undergraduate and graduate students

- a. Article 4 – Non-discrimination – Add caste as a protected category.

- b. Article 4 – Memorialize a user-friendly, expedited, interactive ADA compliant process for requesting reasonable accommodations for permanent and temporary disabling conditions.
- c. Article 4 – Strengthen protections for trans and gender non-conforming bargaining unit members.
- d. Article 4 – Incorporate the University name change policy into Article 4.
- e. Article 6 – Incorporate the Cheryl Wall Fellowship into Article 6 and increase overall funding for the Article 6 UCD and related programs.
- f. Article 8 – Pay Equity – Incorporate modifications to the pay equity procedure agreed to since the last round of negotiations. Strengthen equity standards and procedures for clinical faculty at the medical schools.
- g. New Article – Provide a pathway to convert lecturers who teach full-time course loads to full-time status as NTTs.
- h. New Article – Convert lecturers to fractional non-tenure track appointments with a pathway to full-time status.

7. Patent Policy and Intellectual Property

The Union proposes to expand Article 36 to cover the intellectual property of faculty including, lectures and audio-visual materials, course syllabi, and course content. [Detailed proposal forthcoming]

8. Finances and Budget

The Union proposes a new article to provide on-going transparency regarding University finances and budget. Additionally, the Union proposes a joint union-administration committee to study alternative budget models that better promote pedagogy, scholarship and service throughout all chancellor-led and decanal units, consistent with the University's missions of providing a broad education to undergraduate students and providing advanced degree programs in the arts, sciences and professions. The joint committee will explore budget models that do not incentivize deans to non-renew essential fractionally employed faculty to comply with central administration financial directives. [Detailed proposal forthcoming]

9. Compensation and Pay Equity

To ensure the continued enhancement of Rutgers' standing and reputation as a leading world-class public research university, the AAUP-AFT seeks salary increases for faculty (full- and part-time) and TAs/GAs that keep pace with inflation and support the

continued recruitment and retention of faculty and students with outstanding qualifications.

- a. Articles 8A and 8B – Annual salary increases that at least keep pace with inflation.
- b. Article 8A – TA/GA salaries to equate to at least \$52,000 by end of CBA.
- c. Article 8A and Article 12 – Uninterrupted health benefits for TAs and GAs through five years of funding.
- d. Article 8A and Article 27 – Eliminate the use of the Instructor job classification.
- e. Articles 8A and 8B – Increase minimum salaries for the Assistant rank, with each higher rank increased by an appropriate amount above the next lower rank.
- f. Article 8B – Competitive compensation arrangements for RBHS faculty that are competitive when considering applicable national salary benchmarks based on rank and specialty to incentivize recruitment and retention.
- g. Article 8A – Fractional Appointments – provide lecturers with pay parity based on full-time NTT salaries.
- h. Articles 8A and 8B – Additional increases to the salaries of the lowest paid unit members.

10. Academic Freedom

Article 2 incorporates University Policy 60.5.1 into the parties' collective bargaining agreement. Article 2 also incorporates into the CBA the principles and protections of academic freedom set forth in Appendix S. The proposals seek to ensure that academic freedom protections cover all members of academic bargaining units.

Importantly, Appendix S recognizes that both “academic freedom and the First Amendment are at the core of what we do,” and that “all members of our community enjoy the rights of free expression guaranteed by the First Amendment.” Appendix S also reaffirms that “faculty members, as private citizens, enjoy the same freedom of speech and expression as any private citizen and shall be free from institutional discipline in the exercise of these rights.”

With these essential principles in mind, the AAUP-AFT proposes measures designed to strengthen academic freedom by increasing job security protections and by bolstering the provisions of Article 2.

- a. Article 2 – The inclusion of lecturers, post docs and Winter/Summer instructors in the Full-time/GA-TA bargaining unit extends the contractual Article 2 protections to part-time faculty.
- b. Article 27 – Convert lecturers to fractional appointments and include them within the scope of Article 27 affording them enhanced job security.
- c. Article 2 – Delete requirement to file scope petition with PERC before submitting a grievance alleging a violation of Article 2 to binding arbitration.

11. Union Rights and Contract Enforcement

The following proposals are designed to ensure that contractual terms are enforceable and that unit members have access to the expeditious binding review of disputes by independent neutrals.

- a. Article 9 – All disputes involving mandatorily negotiable terms and conditions of employment may be submitted to binding arbitration as Category One grievances, including all mandatorily negotiable terms of the CBA and all violations of policies that touch on mandatory subjects of negotiations.
- b. Agree to a collaborative approach to shared legislative priorities.
- c. Article 27 – Provide binding, independent and expedited procedures for the review of terminations of NTTs with continuous appointments.
- g. Article 7 – Expand paid time off for union work and union access to campus parking and office space.
- h. Article 7 – Employees have the right to be accompanied by a union representative at any meeting where the employee reasonably believes the meeting may lead to discipline.
- e. Article 10 – Expand to allow challenges to decisions involving tenure track non-reappointments and promotion denials.
- f. Article 11 – Expand to include legacy BHSNJ non-tenure track faculty and to challenge the substance of a negative personnel decision involving non-reappointment and promotion denials.

12. International Members

The Union's international members need and deserve the support of the University in dealing with the on-going unlawful campaign of harassment, discrimination and intimidation from the federal government. The following are modest proposals to assist

international faculty and students in their effort to retain their legal status in this Country and respond if targeted by a federal agency based on their visa status.

- a. Articles 8A and 8B – The University will pay all filing fees for visas and green cards required by US Customs and Immigration Service.
- b. Article (TBD) – The University will grant international faculty and doctoral students leaves of absence in the event that unforeseeable circumstances, such as visa revocation or inability to return to the United States, impede their ability to work. In such circumstances, the University will permit faculty and doctoral students to work remotely, if feasible, and will extend the tenure clock.
- c. Article 7 – The AAUP-AFT shall be entitled to make presentations, for at least 30 minutes, at orientations conducted for international students and faculty. (This is in addition to the Union’s other rights to address new hires at orientations).

13. Health and Safety and Infrastructure

A joint proposal from the Coalition of Rutgers Unions will address health and safety issues. The proposal will encompass certain infrastructure issues that are highlighted below, including serious habitability issues with regard to graduate student housing.

Article 20 – Establish a joint union-administration committee (GSHC) charged with reporting on best practices and evaluating the condition of graduate student housing and compiling a report setting forth findings and recommendations regarding the repairs and ongoing maintenance necessary to remediate and avoid serious habitability issues. The GSHC shall have full access to records of complaints regarding graduate student housing and to maintenance and repair records.