

Article 7- DESIGNATION OF AAUP-AFT REPRESENTATIVES AND THEIR PRIVILEGES

A. Designation of AAUP-AFT Representatives

1. The University and the AAUP-AFT agree to recognize the designated representatives of each for the purposes of collective negotiations, such designation to be made in writing by each party to the other. This designation shall not preclude others, in reasonable numbers, from attending collective negotiations at the invitation of either party for the purpose of providing factual knowledge or expertise with respect to a particular subject for collective negotiations.
2. The AAUP-AFT shall each year in writing inform the designated University office of the identity and terms of office of the AAUP-AFT officers and the nature of their responsibilities. In addition, the designated University office shall in writing inform appropriate deans and other academic officers serving as superiors to the duly elected officers of the AAUP-AFT of the identity of these officers and the nature of their responsibilities.

B. Union Release Time

1. The University agrees that faculty members designated by the AAUP-AFT may be released from a portion of their instructional or, if not instructional, other, responsibilities to attend to official AAUP-AFT business.
2.
 - a. The AAUP-AFT shall be entitled to utilize thirty (30) credits of release time per year. The AAUP-AFT will reimburse the University for such release time at the rate of \$2,000 per credit hour of instruction. In lieu of a course, the AAUP-AFT may designate a non-instructional faculty member for a comparable amount of release time. For non-instructional faculty, the percentage of release time will be based on the normal assignment for all duties, and the percentage of salary reimbursed by the AAUP-AFT to the University will be equal to the percentage of release time, up to a maximum amount of \$30,000 per semester. Reimbursement by the AAUP-AFT will be submitted by the AAUP-AFT to the representative's department/unit.
 - b. In addition to the release time described above, the chair of the AAUP-AFT Negotiations Committee shall receive up to a total of three (3) credits of paid release time per semester, commencing at the start of the final year of the agreement, to prepare for, and participate in, negotiations for a successor collective negotiations agreement and in each semester during which those negotiations are occurring.
- 3 The AAUP-AFT shall in writing notify the Office of Academic Labor Relations of those individuals whom the AAUP-AFT wishes to designate for such release time as provided above. Such notice for instructional faculty shall indicate the specific instructional duties from which the faculty member requests release; such notice for non-instructional faculty shall specify the percentage of the faculty member's professional time and the specific duties from which release is sought. Notice shall be provided on a semi-annual basis (no later than June 1 for Fall semester; and no

later than November 1 for Spring semester) in order to permit the University to determine whether the release is consonant with the needs of the academic program.

4. Requests for release may not be unreasonably denied, and a written statement of the reasons for denial shall be given to the AAUP-AFT upon request within ten (10) working days of that request.

C. Access to University Facilities

1. Representatives of the AAUP-AFT shall be permitted access to University property to transact official business at all reasonable times, provided that this shall not interfere with or interrupt normal University operations.
2. Access includes, but is not limited to the following: (1) the right to meet with negotiations unit employees on the premises of the University during the work day to investigate and discuss grievances, workplace-related complaints, and other workplace issues; (2) the right to meet with newly hired negotiations unit employees, for thirty (30) minutes, at a University Human Resources, Human Resources-Newark, or Human Resources-Camden new employee orientation, within thirty (30) calendar days from the date of hire of such negotiations unit employees; (3) the right to meet with newly hired TAs and GAs for thirty (30) minutes at one Teaching Assistant Orientation session as determined by the School of Graduate Studies and which session is conducted at the start of the academic year on the respective campuses; or (4) the right to meet with newly hired employees within thirty (30) calendar days from date of hire at individual or group meetings if the employee does not attend an orientation. In addition, the AAUP-AFT shall have the right to meet with newly hired faculty members for thirty minutes during a new employee academic orientation on the respective campuses. In addition, the AAUP-AFT shall be permitted staff tables with literature and information about the AAUP-AFT at orientations or meetings during which the AAUP-AFT is meeting with negotiations unit members pursuant to section C.2 of this Article.
3. The AAUP-AFT and its representatives shall have the right to use University buildings at all reasonable hours for meetings provided they follow regular University procedures. The AAUP-AFT may be charged for maintenance, security and other costs that would not otherwise be incurred by the University related to the use of the University's facilities. The particular facility/room for such meeting(s) shall be determined by the University.
4. The AAUP-AFT shall have the right to make reasonable use of the University facilities and equipment, including duplicating, computing and office equipment, and available audiovisual equipment, all in accordance with University procedures. The AAUP-AFT shall pay reasonable costs for the use of equipment.
5. The AAUP-AFT shall have the right to post bulletins and notices to the employees it represents, relevant to official AAUP-AFT business, without seeking permission or approval.

6. Upon request, the University shall provide designated staff representatives of the AAUP-AFT Rutgers guest Net ID to conduct union business.
7. Consistent with current practice, the AAUP-AFT shall have the right to use the University's email system to communicate with its negotiations unit members regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the union.

D. Information on New Negotiations Unit Members

Within ten (10) calendar days from the date of hire of negotiations unit employees, the University shall provide the following contact information to the AAUP-AFT in an Excel file format or other format agreed to by the AAUP-AFT and the University: (1) name, (2) job title, (3) worksite location, (4) home address, (5) work, telephone numbers, and any home and personal cellular telephone numbers on file with the University, (6) date of hire, and (7) work email address and any personal email address on file with the University.

E. University Website and Distribution of Agreement

As soon as practical after the effective date of this Agreement, the University shall prominently feature this Agreement on the University's website and shall list on the website the name, address, and telephone number and website of the Rutgers Council of AAUP Chapters, AAUP-AFT.

Information about how to access this Agreement electronically shall be made available to all members of the negotiations unit as soon as practical after ratification through a joint communication from the University and the AAUP-AFT President. Such communication shall be sent via email to all members of the negotiations unit.

The University will have no obligation to provide materials at orientations.

F. Campus Mail

1. To the extent permitted by law, upon the effective date of this Agreement, the University will carry without charge by University campus mail up to three times per semester the AAUP-AFT newsletter to its negotiations unit members. The AAUP-AFT will not send, and the University will not carry, by campus mail any other matter except upon payment of appropriate United States Postal charges.
2. a. The AAUP-AFT 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 Section F.1. above, including liability for United States Postal charges for carriage of AAUP-AFT mail at any time and also including but not limited to, any actions in connection with defending the legality of this indemnification provision. The AAUP-AFT 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 Section F.1. shall be suspended for so long as this statement of services remains unpaid.

b. 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 effective the date on which the AAUP-AFT no longer remits payments to the University as provided in Section F.2.a. above, the University's obligation under Section F.1. above shall terminate.

c. 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 Section F.