

AE 6/9/21

## Memorandum of Agreement

This Memorandum of Agreement (“Agreement”) is made between Rutgers, The State University (“University”), and the Post-Doctoral Associates and Post-Doctoral Fellows - Rutgers Council of AAUP Chapters, American Association of University Professors-American Federation of Teachers, AFL-CIO (“Union”). The University and the Union are collectively referred to in this Agreement as “the parties.”

The parties hereby agree as follows in the resolution of the collective negotiations related to a successor agreement to the parties’ March 1, 2012 to June 30, 2015 collective negotiations agreement which was extended through June 30, 2019 by memorandum of agreement, dated September 8, 2015 (“2012-2015 CNA”). All proposals presented by the parties during negotiations for the July 1, 2019 to June 30, 2022 collective negotiations agreement (“Successor CNA”) and not expressly agreed to as reflected in this Agreement are deemed to be withdrawn. The terms of the Successor CNA, inclusive of the attached, are subject to ratification by the Union.

**I. The following shall constitute the July 1, 2019 to June 30, 2022 collective negotiations agreement (“Successor CNA”) between the parties:**

- a. Article I – Purpose – maintain prior contract language
- b. Article II - Recognition: University proposal, dated December 12, 2019 (document 1);
- c. Article III – Prohibited Discrimination and Prohibited Harassment: Union proposal, dated January 16, 2020 (document 2);
- d. Article IV - Deduction of Union Dues, Representation Fees and Political Check-Off: University proposal, dated October 21, 2019 (document 3);
- e. Article V – Designation of Union Representatives and Their Privileges: University proposal, February 28, 2020 (document 4);
- f. Article VI – Appointment and Reappointment - maintain prior contract language<sup>1</sup>
- g. Article VII - Salaries: University Proposal, dated June 9, 2021 (document 5);
- h. Article VIII – Grievances - maintain prior contract language
- i. Article IX – Paid Time Away From Work - maintain prior contract language
- j. Article X – University Closings - maintain prior contract language
- k. Article XI – Jury Duty - maintain prior contract language

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<sup>1</sup> “Maintain prior contract language” refers to the named article from the parties’ March 1, 2012– June 30, 2015 collective negotiations agreement, which was extended through June 30, 2019 by memorandum of agreement, dated September 8, 2015. Those articles are not attached hereto.

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- l. Article XII – Family and Medical Leaves of Absence and Other Work/Life Accommodations: University Proposal, January 7, 2021 (document 6);
- m. Article XIII – Leave Without Pay - maintain prior contract language
- n. Article XIV – Employee Assistance Program - maintain prior contract language
- o. Article XV – Disciplinary Process - maintain prior contract language
- p. Article XVI – Parking - maintain prior contract language
- q. Article XVII - Health Benefits: University proposal, dated December 12, 2019 (document 7);
- r. Article XVIII - Health and Safety: University proposal, dated November 11, 2019 (document 8);
- s. Article XXII – Labor/Management Conferences - maintain prior contract language
- t. Article XXIII – Severability - maintain prior contract language
- u. Article XXIV - Visa Issues Related to Postdocs at Rutgers: University proposal, dated February 28, 2020 (document 9);
- v. Article XXV - Term of Agreement: University proposal, dated December 12, 2019 (document 10);
- w. Appendix A – Agreement Concerning Payroll Deductions for Contributions to Committee on Political Education (“COPE”) for Employees Represented by the Union – maintain prior contract language; and
- x. Appendix B – Indemnification Agreement – maintain prior contract language

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

- a. University Side letter dated June 9, 2021 (document 11).

**III. The following articles from the 2012-2015 CNA are deleted and will not be included in the parties’ Successor CNA:**

- a. Article XIX - Union Access to Information;
- b. Article - XX - Posting of Official Union Notices; and
- c. Article XXI - Use of University Facilities and Electronic Communication.

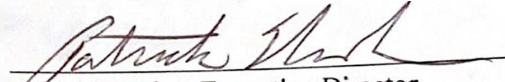
**For Rutgers, The State University**



\_\_\_\_\_  
Paula Mercado Hak, Assistant Vice President  
for Academic Labor Relations

Date: June 10, 2021

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

  
\_\_\_\_\_  
Patrick Nowlan, Executive Director

Date: June 9, 2021

# **ARTICLE II**

## 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 ~~or otherwise paid through the Rutgers University payroll system.~~

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.

# **ARTICLE III**

III – **PROHIBITED NONDISCRIMINATION AND PROHIBITED HARASSMENT**

1. All negotiations unit members are protected by and subject to University policies prohibiting discrimination, harassment, retaliation, workplace violence, sexual violence, relationship violence, stalking and related misconduct (as amended from time to time).

A negotiations unit member alleging a violation of the above-referenced policies is encouraged to contact the Office of Employment Equity (“OEE”).

2. ~~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 or harassment~~ by the University or the AAUP-AFT against any member of the **negotiations** 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, **or any other legally protected status**. ~~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.~~

  
\_\_\_\_\_

For the University

  
\_\_\_\_\_

For the Union

1-16-2020  
\_\_\_\_\_

Date

1-16-2020  
\_\_\_\_\_

Date

Key:

Red: University proposed language.  
Black strike: University proposed deletion  
Bold/Strikethrough – Union 1/16/2020 revision

# **ARTICLE IV**



#### 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. **Withdrawals of unit member authorizations for the deduction of dues shall be in accordance with applicable statutes, court decisions, and the terms of the agreement set forth between the Union and the unit member on the membership/dues authorization card, or equivalent documents.** Unit members must submit written withdrawals of their authorization to the Union. It is the Union's responsibility to transmit withdrawals of authorization for deduction of union dues to the University. The University will continue to deduct dues until it receives the withdrawal of authorization ~~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 **have been** ~~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.



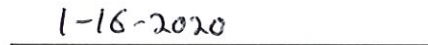
For the University



Date



For the Union



Date

Key:

Red language: University proposed language.

Strike: University proposed deletion.

# **ARTICLE V**

V – DESIGNATION OF UNION REPRESENTATIVES AND THEIR PRIVILEGES UNION  
ACCESS TO UNIVERSITY SPACES

A. Designation of Union Representatives

The University respects and recognizes unit employees' rights to participate in the governance of their Union. The Union respects and recognizes the importance of the University's ongoing activities, operations, and research.

B. Access to/Use of University Facilities

1. Authorized representatives of the Union shall have access to appropriate University spaces to meet with unit employees, and unit employees shall have the right to participate in the governance and other activities of their Union, such as attending Union meetings, discussing Union matters with colleagues, investigating potential grievances and meeting with University representatives to discuss and adjust grievances, **provided that this shall not interfere with or interrupt normal University, unit, or departmental operations or activities. [Moved from Article XXI]**

**Access shall include the right of In addition, union representatives have the right to meet with newly hired unit members, without charge to the pay or leave time of the unit member, for a minimum of 30 and a maximum of 120 minutes, within 30 calendar days from the date of hire, during new employee orientations, or if the unit member does not attend an orientation, at individual or group meetings.**

Such authorized representatives' access to appropriate University spaces and the participation by unit employees in Union governance and other Union activities must comply with applicable University **policy**, and State, or Federal regulations, and must be discussed with and approved by the appropriate principal investigator or supervisor in advance to avoid disruption or interference with ongoing University activities or the unit member's work assignment. Authorization for access to University spaces by Union representatives, and/or participation by unit members in the governance or other activities of the Union, shall not be unreasonably denied.

2. ~~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. [Moved from Article XXI (deleted paragraph that is duplicative with paragraph 1 above)]

C. **Union Access to Information [Moved from Article XIX]**

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 **within ten (10) calendar days from the date of hire** for the following data elements:

Name  
Title  
Department  
Campus Address  
Campus Phone #  
Campus Email Address  
**Personal Email Address**  
Home Address  
Home Phone #  
**Cell Phone #**  
Date of Hire  
Salary  
Gender  
University Identification Number

The Union agrees to use information related to the home addresses and home phone numbers of Union members for the sole purpose of communicating with members for Union purposes and shall not convey home addresses or home phone numbers to any third party without first seeking authority from the individual. The Union agrees to indemnify and hold Rutgers, its governors, trustees, officers, agents, employees, representatives, successors, and assigns, harmless against any and all liabilities, costs, claims, expenses, losses, judgments, attorneys' fees and interest, of any nature and without limitation, arising in whole or in part from the release of home addresses or home phone numbers to the Union. Rutgers shall retain its right to determine its course of conduct, including but not limited to the right to select counsel and determine strategy, in any claim or action arising out of or by reason of providing home addresses or home phone numbers to the Union. This indemnification shall also cover any claims or actions in connection with defending the legality of this indemnification. Furthermore, the Union will not challenge the legality of this indemnification provision or any portion thereof, nor assist any other person or entity in doing so. In the event that this indemnification is deemed to be illegal or against public policy or otherwise unenforceable by any court or administrative agency of competent jurisdiction, the parties agree that any obligations which Rutgers may have regarding providing home addresses or home phone numbers shall cease, effectively immediately.

D. Posting of Union Notices [Moved from Article XX]

~~The University shall post this Agreement, Union contact information and official Union notices on the website of the Office of Postdoctoral Affairs (OPA).~~

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.

E. Campus Mail [Moved from Article XXI]

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.

**F. Electronic Communication [Moved from Article XXI]**

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.

Key:

Blue: Union proposed language that the University has accepted.

Blue and Stricken: Union proposed language that the University has rejected.

Red: University proposed language.

Black Strike: University has stricken language.



# **ARTICLE VII**

University June 9, 2021 proposal responding to Union's May 25, 2021 response to the University proposal modifying Rutgers May 25, 2021 proposal modifying Rutgers March 1, 2021 Proposal Modifying Rutgers January 7, 2021 Proposal amending Rutgers 2/28/2020 ~~12/12/19~~ Response to Rutgers AAUP-AFT Post Doc Negotiations 1/16/2020

Text in regular font is agreed upon language.

Shaded text with bold strikethrough is language in the Union's May 25, 2021 proposal rejected by the University; shaded text with no strikethrough is agreed upon language.


Bold and underline text is new language proposed by the University on June 8, 2021.

  
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## VII - SALARIES

1. Effective July 1, 2019, the minimum salary for negotiations unit employees shall be \$42,552 for a calendar year appointment. Salaries for negotiations unit employees on academic year appointments shall be subject to University conversion guidelines. All negotiations unit members employed in a position covered by this Agreement as of June 30, 2019 shall receive a salary increase of ~~at least~~ \$1,275 or an increase provided by the funding source, whichever is greater. In order to receive this increase, the negotiations unit employee must be employed in a position covered by this Agreement continuously through the date of ratification. For eligible negotiations unit employees who are no longer employed by the University at the time of payment, the University's payment responsibility will be limited solely to direct depositing or mailing payroll checks related to any retroactive increase due under this paragraph to the negotiations unit employee's last bank account on file for direct deposit or address on file in the University's payroll records if the negotiations unit member received an actual paycheck in lieu of direct deposit. The negotiations unit employee maintains sole responsibility for ensuring that the bank account information (if the employee previously authorized to receive paychecks by direct deposit) or a valid and current mailing address is on file with the University. Should any payroll check be returned as undeliverable or be rejected by a bank in the case of an attempted direct deposit, no further action will be taken by the University to remit payment to the affected former negotiations unit employee. In such instances, the Union acknowledges and agrees that the University shall not be required to take any further action to attempt to locate the former negotiations unit employee. Nothing precludes an employee from receiving a salary or an increase greater than those listed above.
2. Effective July 1, 2020, the minimum salary for negotiations unit employees shall be \$42,552 for a calendar year appointment. Salaries for negotiations unit employees on academic year appointments shall be subject to University conversion guidelines. All negotiations unit members employed in a position covered by this Agreement as of June 30, 2020 shall receive a salary increase of ~~at least \$1,315~~ \$1,275 or an increase provided by the funding source, whichever is greater. In order to receive this increase, the negotiations unit employee must be employed in a position covered by this Agreement continuously through the date of ratification. For eligible negotiations unit employees who are no longer employed by the University at the time of payment, the University's payment responsibility will be limited solely to direct depositing or mailing payroll checks related to any retroactive increase due under this paragraph

University June 9, 2021 proposal responding to Union's May 25, 2021 response to the University proposal modifying Rutgers May 25, 2021 proposal modifying Rutgers March 1, 2021 Proposal Modifying Rutgers January 7, 2021 Proposal amending Rutgers 2/28/2020 ~~12/12/19~~ Response to Rutgers AAUP-AFT Post Doc Negotiations 1/16/2020

  
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Bold and underline text is new language proposed by the University on June 8, 2021.

**to the negotiations unit employee's last bank account on file for direct deposit or address on file in the University's payroll records if the negotiations unit member received an actual paycheck in lieu of direct deposit. The negotiations unit employee maintains sole responsibility for ensuring that the bank account information (if the employee previously authorized to receive paychecks by direct deposit) or a valid and current mailing address is on file with the University. Should any payroll check be returned as undeliverable or be rejected by a bank in the case of an attempted direct deposit, no further action will be taken by the University to remit payment to the affected former negotiations unit employee. In such instances, the Union acknowledges and agrees that the University shall not be required to take any further action to attempt to locate the former negotiations unit employee.** Nothing precludes an employee from receiving a salary or an increase greater than those listed above.

3. Effective July 1, 2021, the minimum salary for negotiations unit employees shall be \$50,000 for a calendar year appointment. Salaries for negotiations unit employees on academic year appointments shall be subject to University conversion guidelines. All negotiations unit employees employed in a position covered by this Agreement as of June 30, 2021, whose salary exceeds the minimum shall receive **a at least a \$1,500 \$1,400** salary increase or an increase provided by the funding source, whichever is greater. All negotiations unit employees employed in a position covered by this Agreement as of June 30, 2021 whose salaries are below the minimum salary shall receive the greater of the minimum salary, a salary increase of **\$1,500 \$1,400**, or an increase provided by the funding source. In order to receive an increase provided for in this paragraph, the negotiations unit employee must be employed in a position covered by this Agreement continuously through the date of **payment ratification**. Nothing precludes an employee from receiving a salary or an increase greater than those listed above.
4. 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.
5. Notwithstanding section 4 above, unit members shall receive all other salary increases as outlined in this article.

University June 9, 2021 proposal responding to Union's May 25, 2021 response to the University proposal modifying Rutgers May 25, 2021 proposal modifying Rutgers March 1, 2021 Proposal Modifying Rutgers January 7, 2021 Proposal amending Rutgers 2/28/2020 ~~12/12/19~~ Response to Rutgers AAUP-AFT Post Doc Negotiations 1/16/2020

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6. 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.
7. 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.

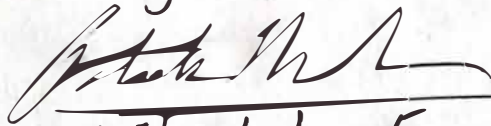
For Rutgers University:



Paula Mercado Hak, Assistant Vice  
President for Academic Labor Relations

Date: June 10, 2021

For Rutgers AAUP-AFT:



Patrick Nowlan, Executive Director

Date: June 9, 2021

# **ARTICLE XII**

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

~~Short term disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom are, for all job-related purposes, treated like other short-term disabilities. After pregnancy, a unit member is entitled to a recuperative paid leave of up to six weeks, or a longer period if the unit member continues to be disabled. All employment policies and practices involving commencement and duration of leave, availability of extensions, accrual of seniority and other benefits and privileges, and reinstatement and payment, shall be applied to short term disabilities due to the above causes as they are applied to other short-term disabilities of unit members.~~

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.

**The University shall continue to provide lactation spaces in accordance with law.**

# **ARTICLE XVII**

## XVII - HEALTH BENEFITS

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

**During the term of this Agreement, the University will continue the Rutgers Vision Care Program for employees of the University represented by the AAUP-AFT.**

### Key

Strike: University Strike

Highlighted: University accepted Union's proposed inserted language



# **ARTICLE XVIII**

## 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~~ imminent danger to health and safety. The University will provide a safe and healthful environment in accordance with PEOSH and any other applicable statutes, regulations or guidelines published in the New Jersey Register which pertain to health and safety matters.

B. The University will meet with the Union, as requested in writing, to discuss employment-related health and safety problems. The Union will provide a written statement, in advance, of the proposed agenda for said meeting. The University's representatives will include those authorized to address the particular areas at issue.

C. Negotiations ~~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 negotiations ~~bargaining~~ unit members, and the University shall provide the information requested to the best of its ability.

**~~E. In accordance with the 2009 “Endangerment Finding” of the U.S. Environmental Protection Agency, the Union and the University acknowledge that the current and projected concentrations of the six key well-mixed Greenhouse Gases (GHGs)—carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), nitrous oxide (N<sub>2</sub>O), hydrofluorocarbons (HFCs), perfluorocarbons (PFCs), and sulfur hexafluoride (SF<sub>6</sub>)—in the atmosphere threaten the health and welfare of current and future employees of the University (as well as administrators, students, and all other state residents).~~**

**~~F. The Union and the University agree to establish a joint Labor-Management Committee on Greenhouse Gas Emissions Reduction composed of an even number of members, up to ten (10) total members. Half of the members shall be designated by the Employer and half shall be designated by the Union. Each side shall designate a co-chair. The Committee shall meet at least once per quarter to discuss sources and levels of GHG emissions in the workplace and jointly develop and implement plans to achieve net-zero carbon emissions for all University facilities by the year 2030. Agendas shall be mutually agreed upon by the co-chairs at least seven (7) business days prior to the meeting. The Committee may also convene at other times upon mutual agreement. Any violations of an implementation plan shall be grievable.~~**

# **ARTICLE XXIV**

XXIV- VISA ISSUES  
RELATED TO POSTDOCS AT RUTGERS

The parties agree that the needs of University research programs require access to broad visa options and support. Members of the bargaining unit shall be sponsored for visas based on research needs, Principal Investigator support, departmental and decanal unit support, and consideration of member preferences.

~~Post Docs and Principal Investigators seeking visa support may contact the Office of Postdoctoral Affairs (OPA) or International Student and Scholar Services (ISSS) Rutgers Global office for assistance. The University shall provide legal counsel in such matters.~~

~~The OPA and ISSS Rutgers Global office shall provide regular visa workshops with legal advice available for members of the university community, including post docs. Such workshops shall be advertised by OPA and ISSS the Office of Postdoctoral Affairs and the Rutgers Global office directly to post docs.~~

~~OPA contact info~~

~~ISSS Rutgers Global contact info~~

# **ARTICLE XXV**

XXV – TERM OF AGREEMENT

This agreement shall be effective from July 1, 2019 until June 30, 2022.

  
12/12/19  
12/12/19

Key:

Highlighted: University accepted Union's proposed language

# **UNIVERSITY SIDE LETTER**

**June 9, 2021 Side Letter**

1. During negotiations for the parties' July 1, 2019 to June 30, 2022 collective negotiations agreement ("New Agreement"), the Post-Doctoral Associates and Post-Doctoral Fellows-Rutgers Council of AAUP Chapters, American Association of University Professors-American Federation of Teachers, AFL-CIO ("Union") submitted a proposal seeking to include in the unit approximately 150 post-doctoral associates and fellows, who the Union maintains are employed by the University in the various units at Rutgers Biomedical and Health Sciences ("RBHS") and who currently are not included in the negotiations unit ("RBHS Postdocs Proposal").
2. As the parties were unable to reach agreement on the RBHS Postdocs Proposal, the parties agree that immediately following the ratification of the New Agreement by the membership of the Union, the parties shall continue discussions regarding the Union's RBHS Postdocs Proposal.
3. The Union agrees that ratification of the New Agreement, and subsequent implementation by the University of the New Agreement, shall not be delayed pending the discussions over the Union's RBHS Postdocs Proposal.

For Rutgers University:



Paula Mercado Hak, Assistant Vice President  
for Academic Labor Relations

Date: June 10, 2021

For the AAUP-AFT:



Patrick Nowlan, Executive Director

Date: June 9, 2021