

**MEMORANDUM OF AGREEMENT
ON NEUTRALITY AND CONDUCT
BETWEEN
COMMUNICATIONS WORKERS OF AMERICA
AND
RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY**

WHEREAS, Rutgers, the State University of New Jersey (hereafter, “the University”), as an employer under the New Jersey Employer-Employee Relations Act, and the Communications Workers of America (hereafter, “the Union”) agree that it is in the mutual interest of the parties to cooperate to achieve a relationship that recognizes and advances their respective goals and objectives; and

WHEREAS, the University and the Union also recognize the need to build a relationship based on trust and mutual respect and agree to cooperate and develop structures to emphasize problem-solving in addressing areas of mutual interest and concern; and

WHEREAS, the University acknowledges and respects the role of unions in representing the interests of employees who have designated them as their exclusive representative for purposes of collective negotiations; and

WHEREAS, the Union acknowledges and respects the role of the University as the quintessential marketplace of ideas, in which issues of all sorts are openly discussed and debated and in which the free speech rights of individuals must be protected and fostered in order to further the University’s educational mission; and

WHEREAS, The Union recognizes the University’s unique governance structure and autonomy under the “Rutgers, the state university law,” N.J.S.A. 18A:65-1 et seq. and that nothing in this agreement shall be construed so as to alter or undermine the University’s legal rights and responsibilities; and

WHEREAS, the New Jersey Employer-Employee Relations Act guarantees to employees the right to exercise freedom of choice to be represented, or not represented, by a labor union and the parties want to create an environment where such free choice can be fully exercised and respected; and

WHEREAS, the Union seeks to represent non-supervisory professional employees within the "Administrative, Professional and Supervisory" employee group at the University; and the University and the Union intend to maintain cooperative and harmonious relations for the benefit of the University, its employees, its students, and the State of New Jersey and Union members; and

WHEREAS, under New Jersey's "card check" law, a union is able to obtain recognition by collecting a majority of cards within a legally appropriate bargaining unit, without a subsequent election as under prior law,

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

Neutrality and Conduct

1. The University shall remain neutral on the issue of Union representation in the subject organizing effort of non-supervisory professional employees by the signatory union. The University shall take no position on this unionization effort. This shall apply to the University and all of the University's management employees and their agents and representatives, including, but not limited to, supervisors and managers who speak on behalf of the University on this issue and who work at any or all of the University's facilities. No employee of the University is authorized to speak or write on behalf of the University in opposition to the Union's effort to organize this group of employees.

2. It is acknowledged that the ultimate resolution of bargaining unit composition and delineation and/or unit appropriateness is within the jurisdiction of the Public Employment Relations Commission. The University and the Union reserve their rights with respect to these issues.

3. The University shall make no direct or indirect statement or take any action showing or implying opposition to unionization of its employees in this unionization effort or their selection of a particular union to represent them. The University shall make no disparaging remarks about the Union or its representatives. The University will not state or advocate that its employees should not support the signatory union to represent them. The Union will not be characterized as a third party or an outsider. If questioned by employees about whether to sign union authorization cards, the University shall state that it is the employee's choice and that the University is neutral with regard to that choice.

4. Discussions by either party about unionization in the workplace may not be singled out for adverse treatment. Discussions about unionization are permitted to the same extent and on the same basis as other non-work related speech. If the University is asked about the permissibility of having discussions about unionization in the workplace, the University shall respond consistent with the parameters set forth in this neutrality agreement.

5. The University and the Union agree to respect the rights of all employees, including managers and supervisors, to express their individual points of view with regard to unionization and to communicate with one another in compliance with state law, it being understood by the parties that these individual points of view do not represent the position of the University, which is one of neutrality with respect to this unionization effort.

6. The University agrees to grant the Union reasonable access to its workplace and facilities and access will be granted as long as it does not interfere with or disrupt ongoing work or University activities and operations.

7. The University shall inform these employees by way of e-mail within one (1) week of execution of this agreement about this neutrality agreement and, specifically, about the provisions regarding discussions about unionization in the workplace and about union access to the workplace.

8. Neither the University's management employees and/or their agents and/or representatives, including, but not limited to, supervisors and managers who speak on behalf of the University on this issue, nor anyone acting on the University's behalf, shall provide support or assistance of any kind opposing the selection of a particular union or unionization, shall hold captive audience meetings, one-on-one meetings, or question or monitor employees about unionization, union activities, sentiments, or union membership. The University shall not send any written communication to employees regarding neutrality other than what is outlined in this Agreement. Any written communication shall be consistent with this Agreement.

9. The University, consistent with its obligations under the law, shall refrain from the use of intimidation, threats of reprisal, promises of benefits, or other conduct or speech designed to intimidate or coerce employees to influence the decision by its employees whether to join or to be represented by the Union.

10. The Union's oral and written communications during the course of organizing the University's employees, will be non-adversarial, positive and will not denigrate the University or its representatives. Rather, the Union's campaign will focus on how employees can address workplace issues through collective negotiations and union representation. The Union agrees that its conduct and messages to employees regarding the choice whether to unionize shall be non-coercive. Further, the Union shall refrain from engaging in any activity that is disruptive of the University's activities and operations.

Implementation

11. This agreement and its terms shall be construed as consistent with and subject to the New Jersey Employer-Employee Relations Act.

12. The University agrees to distribute within forty-eight (48) hours of execution of this agreement a mutually agreeable statement describing the University's neutrality under this agreement. The statement will reflect the points agreed to in this agreement. This statement will be distributed through the University e-mail system and will be sent to employees who are the subject of this organizing effort.

13. The University and the Union understand and agree that this Memorandum of Agreement is a public document.

14. The University shall provide to the Union the list of "Administrative, Professional and Supervisory" employees previously provided to URA/AFT as well as a list of non-supervisory professional employees within the "Administrative, Professional and Supervisory" employee group. Said list shall include the names, job titles, departments and campus addresses as well as the home addresses for those employees who have agreed to have the University publish that information.

Enforcement

15. The University and the Union shall each designate a representative to discuss complaints about alleged violations of this agreement. If during the course of this organizing campaign, one party believes that the other party has violated the standards described in the paragraphs above, the affected party should contact the other party's representative by telephone, e-mail or fax. The parties will have a direct conversation within twenty-four (24) hours or as soon as circumstances permit but not more than forty-eight (48) hours to try to resolve the issue. When the parties agree that a violation has occurred, and it is possible to correct the violation, the party responsible for the violation will make a good faith effort to correct the problem immediately.

17. If the parties' representatives cannot resolve the issue to their mutual satisfaction, either may submit the matter to the Chair of the Public Employment Relations Commission or his designee who will review the alleged violation within twenty-four (24) hours of receiving the disputed complaint and issue a binding decision or order corrective action when necessary within a reasonable period of time not to exceed forty-eight (48) hours unless both parties agree to an extension.

Terms of Agreement

18. This agreement is prospective only, and does not apply to any conduct or statements prior to the execution of this agreement. This agreement shall be construed so

as to terminate if a representation petition is not filed by the Union with the New Jersey Public Employment Relations Commission by December 31, 2007.

Accepted for the Communications Workers of America_____

By:

Name and Title:

Date:

Accepted for Rutgers, the State University of New Jersey_____

By:

Name and title:

Date:

Witnessed by:_____

By:

Name and Title:

Date: