

D.R. NO. 2023-7

STATE OF NEW JERSEY  
PUBLIC EMPLOYMENT RELATIONS COMMISSION  
BEFORE THE DIRECTOR OF REPRESENTATION

In the Matter of

RUTGERS, THE STATE UNIVERSITY  
OF NEW JERSEY,

Public Employer,

-and-

Docket No. RO-2023-010

RUTGERS COUNCIL OF AAUP CHAPTERS,  
AMERICAN ASSOCIATION UNIVERSITY  
PROFESSORS-AMERICAN FEDERATIONS  
OF TEACHERS, AFL-CIO,

Petitioner.

SYNOPSIS

The Director of Representation issues a Certification of Representative to AAUP-AFT, adding the faculty and librarians in legacy UMDNJ positions (legacy unit) previously represented by AAUP-BHSNJ to AAUP-AFT's existing faculty, graduate assistant, and teaching assistant unit, without an election, based on its submission of sufficient valid electronically-signed showings of interest pursuant to N.J.S.A. 34:13A-63.

The Director found that the employees shared a community of interest despite differences identified by Rutgers, that there was no evidence of conflict of interest submitted by Rutgers, and that the employees can choose consolidation because the incumbent of the legacy unit, AAUP-BHSNJ, did not oppose it. The Director also found that Rutgers did not submit substantial, reliable evidence raising a legitimate and substantial doubt to the validity of the showings of interest as an accurate representation of the signers' intent, in that Rutgers did not submit evidence that employees were misled nor evidence that information on the petitioner's website for collecting signatures was false.

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OF TEACHERS, AFL-CIO,

Petitioner.

Appearances:

For the Public Employer,  
(David Cohen, Esq. )

For the Petitioner,  
Weissman and Mintz, attorneys  
(Ira W. Mintz, of counsel)

DECISION

On September 23, 2022, Rutgers Council of AAUP Chapters, American Association of University Professors - American Federation of Teachers (AAUP-AFT) filed a representation petition seeking to add the employees in the legacy faculty and librarian unit (legacy unit) represented by the American Association of University Professors - Biomedical and Health Sciences of New Jersey (AAUP-BHSNJ) to AAUP-AFT's existing faculty, graduate assistant, and teaching assistant unit (non-legacy unit). AAUP-

BHSNJ disclaimed interest in further representing the legacy unit sought by AAUP-AFT's petition.<sup>1/</sup>

The legacy unit includes faculty and librarian positions that were historically associated with the University of Medicine and Dentistry of New Jersey (UMDNJ) before its incorporation into Rutgers, the State University of New Jersey (Rutgers) pursuant to the New Jersey Medical and Health Sciences Education Restructuring Act.<sup>2/</sup> AAUP-AFT seeks certification as the exclusive majority representative without an election based on its submission of electronically-signed showings of interest pursuant to N.J.S.A. 34:13A-63. AAUP-AFT has submitted valid authorizations from a majority of the employees in the legacy unit, the presumption of validity of which has not been overcome. N.J.A.C. 19:11-2.6(b).

Rutgers objects to the petition. In support of its objections, Rutgers filed and served on AAUP-AFT a brief; a certification of Meredith Mullane, Vice Chancellor for Academic Affairs at Rutgers Biomedical and Health Sciences (RBHS), with

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<sup>1/</sup> AAUP-BHSNJ's disclaimer of interest was conditioned on AAUP-AFT becoming the majority representative of the sought combined faculty unit through voluntary recognition by Rutgers or certification by the Commission.

<sup>2/</sup> While the unit represented by AAUP-AFT is sometimes referred to as the "legacy Rutgers" unit and the unit represented by AAUP-BHSNJ as the "legacy UMDNJ" unit, this decision will respectively refer to them as "non-legacy" and "legacy" units.

exhibits; and a certification of Paula Mercado Hak, Assistant Vice President for Academic Labor Relations in the Office of University Labor Relations (OULR) with exhibits.

On November 4, 2022, AAUP-AFT served its responsive brief and certification of AAUP-BHSNJ Executive Director Diomedes Tsitouras. A request by Rutgers for leave to provide supplemental briefing (without additional factual certifications) was denied. The certifications do not present any substantial material factual dispute requiring a hearing. N.J.A.C. 19:11-2.6(f).

Rutgers has two main objections to the petition: (1) that the sought combined unit is inappropriate because it disrupts negotiations history and because the employees in the separate units do not share a community of interest with each other, and (2) that the website used by the petitioner to collect electronic signatures for the showing of interest contains false information that misled signers.

On the first point, Rutgers argues that the employees in the non-legacy and legacy units lack a community of interest with each other because of claimed "irreconcilable differences" such as: non-legacy unit faculty primarily are on AY appointments (and potentially also take on additional assignments that may place them in the Winter Summer collective negotiations unit) while

legacy unit faculty primarily are on CY appointments;<sup>3/</sup> and non-legacy unit faculty primarily are tenured or tenure-track while legacy faculty primarily are non-tenure track. However, the non-legacy unit already includes tenured and non-tenured employees, and employees with AY and CY appointments, showing that such differences are not irreconcilable, and that additional tenured employees and employees with CY appointments from the legacy unit will share a community of interest with the non-legacy employees.

Additional "irreconcilable differences" claimed by Rutgers are that: legacy faculty are licensed healthcare professionals, including doctors, dentists, nurses, and other scientists who are focused on patient care, while most of the non-legacy faculty are not vested with such responsibilities; the non-legacy collective negotiations unit includes teaching assistants and graduate assistants while the legacy unit does not include any teaching assistants or graduate assistants; and department chairs and certain other faculty administrators who are engaged in instruction or research 50% or more of their time are included in the non-legacy negotiations unit while all chairs and faculty administrators are excluded from the legacy negotiations unit.

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<sup>3/</sup> An AY or "academic year" appointment is a 10-month appointment. A CY or "calendar year" appointment is a 12-month appointment. Negotiated contractual provisions have generally distinguished these appointments with certain differences in benefits.

Rutgers argues that the inclusion of some chairs in the non-legacy unit and the exclusion of chairs in the legacy unit would preclude a singular recognition provision. But the petitioner does not seek to include employees that were in neither unit previously nor to exclude employees that were in either unit. Moreover, even if a recognition provision for a merged unit should be modified to carefully reference the same included and excluded employees as before, this does not mean that the employees within the merged unit do not share a community of interest.

Rutgers implies that the chairs in the non-legacy unit may already be improperly in that unit on the basis of supervisory, managerial executive, or confidential status, and that, therefore, adding the legacy employees to the non-legacy unit would be improper. Rutgers provides no certified facts establishing such status for any employees. Should Rutgers wish to remove such employees from the non-legacy unit or a merged unit, it can file a clarification of unit petition. Assuming, arguendo, that the chairs are managerial executives or confidential employees, they would be excluded from a merged unit and not affect the propriety of including the employees of the legacy unit. Assuming, arguendo, that the chairs have a supervisory conflict of interest with the faculty of the non-legacy unit, they would not have a conflict of interest with

legacy unit faculty (the inclusion of which is the issue in this case), as the non-legacy chairs do not chair the legacy departments, and, as stated above, the petitioner does not seek the inclusion of employees that were explicitly excluded from the legacy unit, such as the chairs of the legacy departments.

Rutgers also points to the differences in job duties (such as legacy faculty involvement with patients) and previously negotiated terms and conditions of employments (such as compensation determination and termination procedures) as a reason for finding a lack of community of interest between non-legacy and legacy employees. Rutgers points out differences in appointments, reappointments, promotions, and tenure, including different processes and criteria; compensation, including differences in salary, merit, and incentives; fringe benefits, including differences in paid vacation, paid sick time, paid holidays, tuition remission and reimbursement, paid leaves of absence, and sabbaticals; performance evaluations, including different processes and criteria; and termination proceedings.

The Commission has longstanding precedent for a broad view of community of interest. Hamilton Tp., D.R. No. 2022-4, 49 NJPER 49 (¶10 2022) (“[E]ssentially all employees of a particular employer are found to share a community of interest if there is not a conflict of interest or statutory exclusion[.]”); Union Cty. College, P.E.R.C. No. 2019-35, 45 NJPER 319 (¶84 2019),

aff'd App. Div. Dkt. No. A-3625-18T2 (7/29/20) ("The Commission appropriately exercised its expertise and relied on its own precedent in determining that 'a community of interest exists among virtually all non-supervisory educational employees and that a community of interest can be found among professional educational personnel who instruct students regardless of whether they are considered regular teachers or are employed in special programs.'"). Differences in duties and qualifications, and in employee's terms and conditions, have not precluded a finding of community of interest.<sup>4/</sup>

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<sup>4/</sup> See State of New Jersey, D.R. No. 97-5, 24 NJPER 295, 297 (¶29141 1996) ("Varying degrees of expertise in an area, varying levels of training, and different job duties are traditionally not significant community of interest factors when compared to shared goals, the central authority which controls their working conditions and work environment."), req. for rev. den. P.E.R.C. No. 97-81, 23 NJPER 115 (¶28055 1997); Essex Cty. College, D.R. No. 93-15, 19 NJPER 131 (¶24064 1993) (noting that occupational differences between professionals and non-professionals, for which the Commission has approved combined units, are at least as great as differences between blue collar and white collar employees, and thus determining that the factors relevant in determining appropriate unit structure were sufficiently in balance to permit the desires of the employees to control); Bergen Community College, D.R. No. 2006-14, 32 NJPER 72 (¶37 2006) (finding community of interest despite differences in educational background, working conditions, funding sources, and contractual provisions, and that differences did not outweigh policy favoring broad-based units); E. Windsor Tp., D.R. No. 97-2, 22 NJPER 348 (¶27180 1996) (community of interest found between dispatchers and EMTs despite differences in hours, schedules, work facilities, uniform requirements, and training; lack of interchange of duties and infrequent interaction; and different immediate supervisors, because both titles worked for the same

(continued...)



Many of the differences between the legacy and non-legacy employees that Rutgers points out are the result of negotiated terms and conditions of employment in the separate contracts with AAUP-AFT and AAUP-BHSNJ. As the Director noted in Hamilton Tp.:

Differences in negotiable terms and conditions of employment would be an especially problematic factor on which to base unit determinations. Negotiations would be hampered if a majority representative feared that any negotiated distinction between titles in a contract could result in severance.

[49 NJPER at 53 n.8].

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4/ (...continued)  
employer under shared management authority); Morris Cty. Voc. Sch. Bd. of Ed., P.E.R.C. No. 2002-58, 28 NJPER 219 (¶33075 2002) (noting that Director explained why there was community of interest despite Board's argument that employees had highly-defined and different duties, different training, different work locations, different supervisors, and little to no interaction with each other); Randolph Tp., D.R. No. 97-8, 23 NJPER 145 (¶28070 1997) ("The fact that certain employees are presently receiving health benefits while others are not does not mean they lack a community of interest; nor should it be inferred that unit inclusion automatically entitles any group to receive the benefits of the other unit members. Should the Association prevail in securing representation rights for these employees, the parties must negotiate over terms and conditions of employment for each unit position."); Somerset Cty., D.R. No. 2009-14, 35 NJPER 170 (¶64 2009) ("Differences in wages and benefits are primarily the result of the negotiated agreement between the County and the previous majority representative. Neither of these factors persuade me that hourly part-time employees do not share a community of interest with all other regularly employed professionals in the unit.").

Similarly, negotiations would be hampered if majority representatives fear that differences in negotiated terms between contracts could preclude future consolidation. Disparity in terms between contracts may be why some employees seek to consolidate with other negotiations units.

Rutgers points out differences in the programs that the employees instruct; differences in accreditation, professional, and licensing standards; and that the majority of legacy faculty are licenced health care professionals (including physicians, dentists, and nurses) that engage in clinical work, including the treatment of patients. Rutgers cites to University of Medicine and Dentistry of New Jersey, P.E.R.C. No. 84-28, 9 NJPER 598 (¶14253 1983) (UMDNJ) for the proposition that differences in graduate and undergraduate programs, accreditation, and professional standards are significant factors in a community of interest analysis. However, the issue in UMDNJ was whether the sought unit was appropriate when the petitioned-for employees shared a community of interest with a broader unit whose representative was not interested in representing the petitioned-for employees.

As explained in Hamilton Tp., the Commission in UMDNJ acknowledged that although the existing broader unit may have had a community of interest with the petitioned-for employees and that the similarities standing alone would otherwise make the

unit appropriate, it would consider significant differences "if the balance of all relevant factors so indicated." 49 NJPER at 53. In UMDNJ, the Commission found that there was no undue risk to existing labor stability because the proposed unit would only change the number of units from seven to eight and would not lead to a multitude of other units. The Commission also found that the petitioned-for employees would be left without a practical opportunity to be represented when they had been twice rebuffed by the incumbent of the broader unit. In light of these other factors, the Commission looked to the significant differences between the employees and found a separate unit to be appropriate, but noted that it was not foreclosing the possibility of consolidation if the balance of the other factors changed. UMDNJ. See also Camden Bd. of Ed., P.E.R.C. No. 87-53, 12 NJPER 847 (¶17326 1986) (distinguishing UMDNJ and dismissing petition for separate unit of unrepresented psychologists when they had not unconditionally sought representation by the incumbent of existing professionals unit).

This case is readily distinguishable because the petitioner is seeking consolidation, not a separate unit, and the incumbent of the legacy unit supports the merger. In light of this and that there is a community of interest in the proposed merged unit, the balance of the relevant factors does not indicate that significant differences need be considered. See Holmdel Tp. Bd.

of Ed. D.R. No. 2020-12, 46 NJPER 285 (¶70 2019) (noting that although clerical employees in the same office may have a stronger community of interest with each other than with other clerical employees in the district, there would still be a community of interest with the latter and the balance of the relevant factors weighed in favor of the broad-based unit such that it was unnecessary to review every similarity and difference).

Also, in State of N.J. and Professional Ass'n of N.J. Dept. of Education, P.E.R.C. No. 68, NJPER Supp. 273 (¶68 1972), rev'd NJPER Supp. 2d 14 (7 App. Div. 1973), rev'd 64 N.J. 231 (1974) (reinstating and affirming Commission decision), the Commission preferred a broader professionals unit rather than one defined along a single profession, and held that the Act would be better served if the individual distinctions among the professions not be regarded as controlling. It would be against this policy to subdivide the teaching staff, giving more significance to the types of courses taught by faculty than our policy favoring broader units where the employees themselves have also expressed their interest in the broader unit.<sup>5/</sup>

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<sup>5/</sup> Even in units with teaching professionals and non-teaching support staff, we have focused on a broader educational function of the employer. West Milford Bd. of Ed., P.E.R.C. No. 56, NJPER Supp. 218 (¶56 1971) (finding community of interest despite differences in tenure, leave, insurance, pension, job qualifications, working conditions, and hours).

Rutgers argues that the petition would significantly disrupt decades of negotiations history in the separate units, though concedes that Rutgers itself has only negotiated with the separate units since 2013. Rutgers argues that it is currently in negotiations for successor agreements for the separate units and that a merger would delay reaching an agreement. However, employees have the right to seek a new collective negotiations representative during contractual open periods, which may result in the employer starting negotiations again with that new representative even if the unit structure remained the same. See Bergen Cty, P.E.R.C. No. 84-2, 9 NJPER 451 (¶14196 1983) (explaining that because a challenging union that receives certification can render null and void the prior agreement negotiated by the incumbent, Commission would keep policy that contract negotiations must stop during a pending representation petition). That negotiations may have already started is not sufficient reason to dismiss the petition. See Fair Lawn Boro., D.R. No. 79-30, 5 NJPER 165 (¶10091 1979) (explaining that active negotiations, mediation, and interest arbitration do not bar otherwise timely petitions).

Furthermore, "negotiations history alone will not control unit structure in the face of the incumbent's support for consolidation." Ramsey Bd. of Ed., D.R. No. 2011-8, 37 NJPER 124 (¶36 2011), req. for rev. den. P.E.R.C. No. 2011-84, 38 NJPER 58

(¶9 2011). Rutgers cites to Englewood Bd. of Ed., P.E.R.C. No. 82-25, 7 NJPER 516 (¶12229 1981) for the proposition that an existing unit structure of a longstanding nature not be disturbed absent justification. However, shortly after Englewood, the Commission issued six decisions on the same day, distinguishing Englewood where the incumbent opposed consolidation, and giving employees a chance to choose consolidation where the incumbent does not oppose. Glen Rock Bd. of Ed., P.E.R.C. No. 84-125, 10 NJPER 275 (¶15135 1984); Piscataway Bd. of Ed., Bordentown Reg. Bd. of Ed., P.E.R.C. No. 84-126, 10 NJPER 276 (¶15136 1984), aff'd App. Div. Dkt. No. A-4503-83T6 (4/9/85); Bergen Cty. Vocational Schools Bd. of Ed., P.E.R.C. No. 84-127, 10 NJPER 279 (¶15137 1984); Freehold Reg. Bd. of Ed., P.E.R.C. No. 84-128, 10 NJPER 280 (¶15138 1984); and Barrington Bd. of Ed., P.E.R.C. No. 84-129, 10 NJPER 282 (¶15139 1984). See also Ramsey Bd. of Ed. (allowing consolidation with incumbent support despite 30-year negotiations history of separate units). Here, AAUP-BHSNJ, the incumbent representative of the legacy unit, welcomes AAUP-AFT's petition for consolidation. I find the proposed merged unit is appropriate.

As a separate issue, Rutgers argues that the petitioner cannot show a valid showing of interest without an election because of claimed false information on the Frequently Asked Questions (FAQ) page on the petitioner's website used to collect

the electronic signatures from the employees. As Rutgers acknowledges, challenges to the validity of authorization cards need to be supported by substantial, reliable evidence that raises a legitimate and substantial doubt, as authorization cards to support certification without an election are presumed valid.

Paterson Charter Sch., P.E.R.C. No. 2016-4, 42 NJPER 99 (¶27 2015); Mt. Ephraim Bd. of Ed., D.R. No. 2007-3, 32 NJPER 293 (¶121 2006) N.J.A.C. 19:11-2.6(b).<sup>6/</sup>

Nevertheless, Rutgers provides no evidence that employees were misled when providing their authorizations, arguing instead that it is "likely" that the erroneous information impaired the signers' free choice. This does not constitute substantial and reliable evidence of impairment. Woodbridge Tp. Bd. of Ed., D.R. No. 77-9, 3 NJPER 26 (1977) (Director assumed arguendo that a union's flier contained what the employer characterized as "blatantly false information" but found the employer's allegations that employees were misled to be conclusory without specific evidence from any individual signatory indicating they were misled and relied upon the information when signing, and thus the Director found no substantial and material factual

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<sup>6/</sup> This standard has been applied to showings of interest in general, although a showing through authorization cards was previously required for a certification without an election. Electronically-signed petitions showing a majority showing of interest can now also result in a certification without an election. See N.J.S.A. 34:13A-63.

issues raised to warrant continued investigation into the showing of interest).

The homepage on the petitioner's website at [onerutgersfaculty.org](http://onerutgersfaculty.org) contains the actual web form used by employees to electronically sign their authorizations with the following language above the fillable fields, indicating that the signers were agreeing to this language:

I want to increase our bargaining power by combining faculty contracts. I, the undersigned, authorize the Rutgers Council of AAUP Chapters, American Association of University Professors-American Federation of Teachers, to be my representative for the purpose of collective negotiations.

Below the Submit button, there was also this language:

By signing this petition, you are not joining the union as a member. If you are not already a member or you are unsure if you are a member, please fill out our member form [here](#).<sup>7/</sup>

The FAQ page was a separate page that could be accessed through a hyperlink on the homepage. That is, the information that Rutgers alleges was false was not on the page that employees used to sign their authorizations, and it is possible that many employees never saw the FAQ page, making Rutgers' speculation that the

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<sup>7/</sup> The word "here" was a hyperlink that took employees to the AAUP-BHSNJ voter member application form at <https://aaupbhsnj.org/full-time-electronic-membership-form/>.



erroneous information on the FAQ page "likely" impaired the signers' free choice even more untenable.

Moreover, Rutgers has not shown that information on the petitioner's website was false. Rutgers argues that the following statements of the FAQ page are false:

While at this time we seek to merge the faculty contracts, we are not merging the unions. If the two organizations were merged, further discussions would need to take place first. After such discussions, any internal reforms would need to go to a vote of the membership.

For the purpose of this contract, all the same procedures will apply to ratification (a.k.a approval of a tentative contract by the membership). This means that members will vote for the tentative deal separately and apart from the legacy Rutgers faculty, just as they do now.

Rutgers argues that the representation petition seeks to add the AAUP-BHSNJ "unit" to the AAUP-AFT "unit" and become one merged negotiations unit, that this is in "stark contrast" to the "patently false" statement on the FAQ page, and that this is "irrefutable evidence of erroneous information." It is not.

A negotiations "unit" is not the same as an employee "union" or "organization" that might be the majority representative of the unit. The petitioner is the organization AAUP-AFT (currently representing the non-legacy unit), which is a separate organization from the AAUP-BHSNJ (currently representing the legacy unit). The petitioner seeks to represent the legacy

employees in one negotiations unit that includes both the non-legacy and the legacy employees. AAUP-BHSNJ, as a separately existing organization, will continue to exist if AAUP-AFT is issued a Certification of Representative for its proposed broader unit.

Rutgers has not shown that the ratification procedures that AAUP-AFT will utilize for a contract that covers a merged negotiations unit will not have legacy members vote as a separate voting group from the non-legacy members. The Act does not prescribe any ratification procedures, the selection of which is considered an internal union matter. Newark Building Trades Council, D.U.P. No. 82-34, 8 NJPER 333 (¶13151 1982) (declining to issue complaint on charge alleging the Council, an amalgamation of several trade unions, should have had a mass ratification meeting rather than votes taken on a local level).

Accordingly, Rutgers has not provided substantial, reliable evidence that raises a legitimate and substantial doubt that the showings of interest are a valid expression of the signers.

I therefore find that AAUP-AFT has submitted an adequate showing of interest to be certified without an election for the following unit:<sup>8/</sup>

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<sup>8/</sup> This description is intended to add the legacy unit as it currently exists into the non-legacy unit. This decision shall not be construed as having included employees that were in neither unit previously nor to exclude employees  
(continued...)

**Included:** All clinical, teaching, and/or research faculty and staff librarians employed by Rutgers in legacy UMDNJ positions are added to the existing unit of faculty members, teaching assistants, and graduate assistants.

**Excluded:** Managerial executives and confidential employees within the meaning of the Act; police, craft employees, nonprofessional employees; employees in non-legacy UMDNJ positions who are deans, associate deans, assistant deans, assistants to deans, and academic directors unless they are engaged in instruction or research for fifty percent or more of their time during the academic year; employees in non-legacy UMDNJ positions who are visiting professors unless they were appointed after April 11, 2019 and have served more than three consecutive years; employees in non-legacy UMDNJ positions who are honorary professors, fellows, members of the coadjutant staff who are not required by law to be negotiations unit members, or persons who administer or help to administer a major academic unit or program of Rutgers; employees in legacy UMDNJ positions which carry managerial, administrative, or supervisory responsibility, including President, Vice President, Chancellor, Senior Vice Chancellor, Vice Chancellor, Provost, Dean, Vice Dean, Associate Dean, Associate Vice President, Assistant Dean, Assistant to the Dean, Director, Department Chairperson, Section Chief, Division Chief, Division

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8/ (...continued)

that were in either unit. The exclusions applicable to legacy employees and non-legacy employees in their separate units are understood to continue to them respectively in the combined unit, other than the language that previously specifically excluded the other unit. Disputes as to the inclusion or exclusion of specific titles may be raised by clarification of unit petitions. AAUP-AFT may take over processing pending clarification of unit petitions filed by AAUP-BHSNJ regarding the previously separate legacy unit.

Director, University Librarian, Assistant University Librarian, Campus Library Director, Personnel Administration Librarian, and Supervising Librarian; legacy UMDNJ faculty members or staff librarians who work on average of fewer than four hours per week over a period of 90 days; legacy UMDNJ employees not employed as faculty or staff librarians; employees in other existing negotiations units except employees in the instant unit who are also included in the Winter and Summer Instructors Unit; and all other employees of Rutgers.

ORDER

I certify Rutgers Council of AAUP Chapters, American Association of University Professors-American Federation of Teachers, as the exclusive representative of the unit described above.<sup>2/</sup>



Ryan M. Ottavio  
Director of Representation

DATED: December 8, 2022  
Trenton, New Jersey

A request for review of this decision by the Commission may be filed pursuant to N.J.A.C. 19:11-8.1. Any request for review must comply with the requirements contained in N.J.A.C. 19:11-8.3.

Any request for review is due by December 19, 2022.

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<sup>2/</sup> The formal certification is attached.

**STATE OF NEW JERSEY  
PUBLIC EMPLOYMENT RELATIONS COMMISSION**

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Public Employer,	>	
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Petitioner.	>	
	>	

**CERTIFICATION OF REPRESENTATIVE  
BASED UPON AUTHORIZATION CARDS**

In accordance with the New Jersey Employer-Employee Relations Act, as amended, and the Rules of the Public Employment Relations Commission, we have conducted an investigation into the Petition for Certification filed by the above-named Petitioner. The Petitioner has demonstrated by card check that a majority of the unit employees described below have designated the Petitioner as their exclusive representative for purposes of collective negotiations, and, no other employee organization has expressed a valid interest in representing these employees.

Accordingly, **IT IS HEREBY CERTIFIED** that

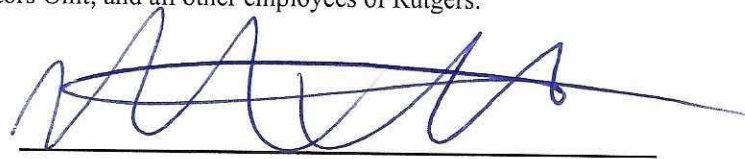
**RUTGERS COUNCIL OF AAUP CHAPTERS, AMERICAN ASSOCIATION OF UNIVERSITY  
PROFESSORS-AFT, AFL-CIO**

is now the exclusive representative of all the employees included below for the purposes of collective negotiations with respect to terms and conditions of employment. The representative is responsible for representing the interests of all unit employees without discrimination and without regard to employee organization membership. The representative and the above-named Employer shall meet at reasonable times and negotiate in good faith with respect to grievances and terms and conditions of employment as required by the Act.

**UNIT: Included:** All clinical, teaching, and/or research faculty and staff librarians employed by Rutgers in legacy UMDNJ positions are added to the existing unit of faculty members, teaching assistants, and graduate assistants.

**Excluded:** Managerial executives and confidential employees within the meaning of the Act; police, craft employees, nonprofessional employees; employees in non-legacy UMDNJ positions who are deans, associate deans, assistant deans, assistants to deans, and academic directors unless they are engaged in instruction or research for fifty percent or more of their time during the academic year; employees in non-legacy UMDNJ positions who are visiting professors unless they were appointed after April 11, 2019 and have served more than three consecutive years; employees in non-legacy UMDNJ positions who are honorary professors, fellows, members of the coadjutant staff who are not required by law to be negotiations unit members, or persons who administer or help to administer a major academic unit or program of Rutgers; employees in legacy UMDNJ positions which carry managerial, administrative, or supervisory responsibility, including President, Vice President, Chancellor, Senior Vice Chancellor, Vice Chancellor, Provost, Dean, Vice Dean, Associate Dean, Associate Vice President, Assistant Dean, Assistant to the Dean, Director, Department Chairperson, Section Chief, Division Chief, Division Director, University Librarian, Assistant University Librarian, Campus Library Director, Personnel Administration Librarian, and Supervising Librarian; legacy UMDNJ faculty members or staff librarians who work on average of fewer than four hours per week over a period of 90 days; legacy UMDNJ employees not employed as faculty or staff librarians; employees in other existing negotiations units except employees in the instant unit who are also included in the Winter and Summer Instructors Unit; and all other employees of Rutgers.

**DATED:** December 8, 2022  
Trenton, New Jersey

  
\_\_\_\_\_  
Ryan M. Ottavio, Director of Representation

**Attachment:**

**Certification of Representative dated:** December 8, 2022

**In the Matter of**

RUTGERS, THE STATE UNIVERSITY OF NJ

-and-

RUTGERS COUNCIL OF AAUP CHAPTERS,  
AMERICAN ASSOCIATION OF UNIVERSITY  
PROFESSORS-AFT, AFL-CIO

Docket No. RO-2023-010

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