

**AGREEMENT  
BETWEEN  
RUTGERS, THE STATE UNIVERSITY  
OF NEW JERSEY**

**and**

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

**July 1, 2018– June 30, 2022**

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## AGREEMENT

This Agreement between Rutgers, The State University (hereinafter called the "University") and the Rutgers Faculty, represented by the Rutgers Council of AAUP Chapters, American Association of University Professors-American Federation of Teachers (hereinafter called the "AAUP-AFT") is made and entered into on this 11<sup>th</sup> day of April, 2019.

## 1 - PURPOSE

The parties recognize and declare that it is their mutual goal to maintain a harmonious relationship in determining conditions of employment. To this end they mutually enter into this agreement intended to state the employment relations between the University and the AAUP-AFT.

## 2 - ACADEMIC FREEDOM

The AAUP-AFT and the University recognize and incorporate by reference in this Agreement the principles of academic freedom as adopted by the University's Board of Governors on January 13, 1967 and as set forth in University Policy 60.5.1, last revised July 13, 2015 (as may be revised from time to time). All members of the negotiations unit are entitled to academic freedom, regardless of the media, and are covered by this Article and by University Policy 60.5.1.

The parties recognize that PERC previously has ruled in at least one matter involving the University (PERC No.91-81 (1991)) that a negotiations proposal of the Union involving academic freedom was not mandatorily negotiable. Accordingly, before the AAUP-AFT may submit a grievance to binding arbitration alleging a violation of this Article, it must first obtain a final decision on a Petition for Scope of Negotiations Determination that the alleged violation involves a mandatory subject of negotiations.

### 3 – RECOGNITION

1. The University recognizes AAUP-AFT as the sole and exclusive bargaining representative of all Rutgers University faculty members, teaching assistants and graduate assistants as hereinafter defined. Groups of employees may be added or deleted by mutual consent of the parties.

2. Except as set forth in Paragraph 4 below, the terms "faculty member" and "faculty members" shall include all of the following academic personnel currently employed or to be employed by Rutgers:

(a) All faculty members with the rank of distinguished professor, professor, associate professor, assistant professor, instructor, lecturer, research associate and adjunct faculty who are engaged in instruction, research, or other academic service;

(b) Members of the research, library, general extension, and cooperative extension staffs and those others, who, by virtue of University regulations hold equivalent rank (see Appendix A) to the faculty categories enumerated in (a) above;

(c) Faculty members who are engaged in instruction and/or research for fifty percent or more of their time during the academic year and who hold the title of associate dean, assistant dean, assistant to dean or academic director.

3. The terms "graduate assistant" and "graduate assistants", and "GA" and "GAs", and "teaching assistant" and "teaching assistants", and "TA" and "TAs", shall include all University personnel holding the titles of graduate assistant and teaching assistant.

4. Excluded are all officers of administration who are deemed to be confidential employees or managerial executives, including but not limited to deans, associate deans, assistant deans, assistants to deans, and academic directors who are not engaged in instruction or research for fifty percent or more of their time during the academic year; visiting professors unless they have served more than three consecutive years; honorary professors; fellows; members of the coadjutant staff who are not required by law to be negotiations unit members; all those persons who administer or help to administer a major academic unit or program of the University; all employees who are included in the AAUP-BHSNJ or any other existing University collective negotiations unit<sup>1</sup>; and all other employees of the University.

Visiting professors who hold an appointment at the effective date of this agreement and who have served more than three consecutive years shall continue to be excluded. By October 30 of each year, the University shall provide the AAUP-AFT a list of visiting professors.

5. Teaching assistants and graduate assistants shall be covered by this Agreement except to the extent specifically provided for herein.

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<sup>1</sup> With the exception of AAUP-AFT negotiations unit members who also are included in the Winter and Summer Instructors Unit

6. PRESERVATION OF WORK

The University and the AAUP-AFT agree that the educational, research and service missions of Rutgers University are generally best served by the appointment of full-time tenured and tenure-track faculty.

By annual notice to chancellors, deans and center directors, the University shall encourage the appointment of full-time tenured and tenure-track faculty, while recognizing there are legitimate reasons for also employing a variety of non-tenure-track and other faculty. The University shall annually provide a copy of this notice to the AAUP-AFT.

The University and the AAUP-AFT agree to work cooperatively to secure funding to increase both the number and the overall percentage of tenured and tenure-track appointments.

This section 6 shall not be grievable.

#### 4 - PROHIBITED DISCRIMINATION 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. There shall be no discrimination or harassment by the University or the AAUP-AFT against any member of the negotiations 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, membership or non-membership in or activity on behalf of or in opposition to the AAUP-AFT, or any other legally protected status.

## 5 - DEDUCTION OF PROFESSIONAL DUES

### A. DUES DEDUCTION

1. The University agrees to deduct on a pro-rata basis from each biweekly paycheck the annual AAUP-AFT professional dues of each member of the negotiations unit as defined herein, for whom the AAUP-AFT furnishes to the University a voluntary written authorization for such deduction, on a form acceptable to the University. Once the AAUP-AFT furnishes to the University such voluntary written authorization for such deductions from any negotiations unit member, that negotiations unit member shall retain that status each semester, academic year, or calendar year that they are employed as a member of the negotiations unit, unless that member submits a written withdrawal of their authorization.

2. 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 AAUP-AFT and the unit member on the membership/dues authorization card, or equivalent document.

3. The University shall reinstate the dues deduction of any negotiations unit member who has temporarily left the negotiations unit (but retained a title in the negotiations unit) because of a University assignment to a position not covered by the recognition clause of this agreement and who has previously given voluntary written authorization. The original authorization forms, or copies of them, will be supplied by the AAUP-AFT to the University for verification, if requested. The resumption of dues deduction shall be made as soon as practical after receipt by the University of written notice from the AAUP-AFT that a negotiations unit member has returned to a position covered by the recognition clause of this agreement. Negotiations unit members must submit written withdrawals of their authorization to the AAUP-AFT. It is the AAUP-AFT's responsibility to transmit such withdrawals of authorization to the University. The University will continue to deduct dues until it receives the withdrawal of authorization.

4. The amount of AAUP-AFT professional dues shall be such amount as may be certified to the University by the AAUP-AFT at least 30 days prior to the date on which deduction of AAUP-AFT professional dues is to be made. The University shall remit to the AAUP-AFT all professional dues deducted pursuant hereto every two weeks in which such deductions are made, together with a list of names of members of the negotiations unit from whose pay such deductions have been made.

### B. POLITICAL CHECK-OFF

To the extent permitted by law and as described more particularly in Appendix C and Appendix D 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 non-member employees in the collective negotiations unit.

The deductions referred to above shall be forwarded to AAUP-AFT in accordance with the provisions of applicable law and as described more particularly in Appendix C and Appendix D to this Agreement.

- C. In the event a claim is filed by a member or former member of the negotiations unit for a return of dues deducted from the member's paycheck pursuant to this Article, the AAUP-AFT shall be solely responsible for the return of such dues, provided the University transmitted the dues to the AAUP-AFT and provided the AAUP-AFT or a court determines that the AAUP-AFT or the University is obligated to return the dues.

## 6 - DIVERSITY, RACE, AND GENDER

The AAUP-AFT and the University recognize the value of diversity and inclusion among the faculty, as well as among teaching assistants and graduate assistants. They mutually agree, therefore, to the following during the term of this Agreement:

1. The University will provide data to the AAUP-AFT, which includes the available race and gender of negotiations unit members and rank and type of appointment (Tenured and Tenure-Track Faculty, Non-Tenure Track Faculty, and Teaching Assistants and Graduate Assistants).
2. A University Committee on Diversity, Race, and Gender (UCD) shall be constituted within ninety (90) days from the date of ratification of this Agreement. The UCD will be co-chaired by the Senior Vice President for Academic Affairs (SVPAA) or designee, and shall be comprised of six members of the negotiations unit selected by the AAUP-AFT, and up to six members, including the SVPAA or designee, who may or may not be members of the negotiations unit, selected by the SVPAA, with representation from the three geographic areas of the University (New Brunswick, Newark, Camden). The AAUP-AFT shall select a member of the Committee to serve as co-chair. The ten members of the UCD other than the co-chairs of the UCD shall make recommendations to the co-chairs by simple majority vote regarding decisions on how to carry out its charge pursuant to paragraphs 3 through 6 below and decisions with respect to expenditures on diversity initiatives pursuant to paragraph 7 below. Those recommendations receiving a majority vote shall be made to the co-chairs, who must jointly authorize the implementation of such decisions and/or the expenditure of such funds. Any action by the UCD must be in compliance with University policy. Up to two attorneys from the Office of Senior Vice President and General Counsel shall serve in an advisory and non-voting role to the UCD. The UCD shall meet at least six times per year.
3. The charge to the UCD shall be to recommend initiatives pertaining to diversity, including diversity training, recruitment, retention, mentoring, and professional development.
4. Annual Diversity Conference: The UCD will plan an annual joint AAUP-AFT/University conference on issues confronting historically underrepresented faculty and graduate students in public research institutions across the United States.
5. Annual Report: The UCD will produce an annual report of its activities along with plans and goals for the following year.
6. A University designee(s) shall meet with the UCD twice annually to discuss the hiring and retention of a diverse faculty in connection with the President's Faculty Diversity Hiring Initiative. The University shall provide to the UCD a report on or about January 1 and July 1 of each year regarding the expenditure of funds from the \$20 million President's Faculty Diversity Hiring Initiative established in 2019 by the University for the recruitment and retention of a diverse faculty. The report shall identify in aggregate and non-personally identifiable format the faculty hired and retained with the assistance or support of the President's Faculty Diversity Hiring Initiative.

7. The University shall make available up to a maximum of \$500,000, to be utilized during the term of this Agreement, to support the diversity initiatives set forth in Paragraphs 3 through 6 above.
8. All faculty, including those historically underrepresented in certain disciplines, are strongly encouraged to consult with their chairs, deans/directors, and other senior members of the faculty as they prepare to seek reappointment and/or promotion.
9. Article 6 is not subject to the contractual grievance/arbitration provisions of this Agreement.

## 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.

8 - SALARY PROVISIONS, FACULTY COMPENSATION PROGRAM (herein "FCP")  
AND HEALTH INSURANCE BENEFITS

Subject to the appropriation of and allocation to the University by the State of adequate funding for the specific purposes identified for the full period covered by this Agreement, the following economic provisions shall apply:

PART ONE: FACULTY SALARY PROVISIONS

I. Fiscal Year 2018-2019

All persons who are members of the faculty on June 30, 2018 and who continue to be employed as faculty members through the date of payment, shall receive an across the board salary increase retroactive to July 1, 2018 in the amount of \$3,642.

II. Fiscal Year 2019-2020

All persons who are members of the faculty on June 30, 2019 and who continue to be employed as faculty members on July 1, 2019, shall receive an across the board salary increase effective July 1, 2019 in the amount of 3.0%. Such increase shall be based on the unit member's salary as of June 30, 2019.

III. Fiscal Year 2020-2021

All persons who are members of the faculty on June 30, 2020 and whose employment as faculty members continues beyond that date and who meet the eligibility criteria set forth in the Faculty Compensation Program ("FCP") in PART TWO below shall, effective July 1, 2020, be eligible to participate in the FCP, which program shall provide for merit salary increases to base salary from a pool of funds ("salary pool"), which salary pool shall be in the amount of 3.0% of the total unrestricted faculty salary base as of the second payroll in October 2019. These increases to base salary shall be awarded pursuant to the terms of the FCP as provided for in PART TWO below.

IV. Fiscal Year 2021-2022

All persons who are members of the faculty on June 30, 2021 and who continue to be employed as faculty members on July 1, 2021, shall receive an across the board salary increase effective July 1, 2021 in the amount of 2.5%. Such increase shall be based on the unit member's salary as of June 30, 2021.

V. Faculty Reappointment and Promotional Salary Adjustments

A. For promotions effective July 1, 2018 - June 30, 2019

The faculty member will receive a promotional increase equal to 10% of his/her base salary on the effective date of the promotion. If the across-the-board increase, as provided for in I above, and the promotion increase are effective on the same date, the promotional increase will be calculated on the base salary, inclusive of the across-the-board increase.

B. For promotions effective July 1, 2019 - June 30, 2020

The faculty member will receive a promotional increase equal to 10% of his/her base salary on the effective date of the promotion. If the across-the-board increase, as provided for in II above, and the promotion increase are effective on the same date, the promotional increase will be calculated on the base salary, inclusive of the across-the-board increase.

C. For promotions effective July 1, 2020 - June 30, 2021

The faculty member will receive a promotional increase equal to 10% of his/her base salary on the effective date of the promotion. If the merit increase, as provided for in III above, and the promotion increase are effective on the same date, the promotional increase will be calculated on the base salary, inclusive of any merit increase awarded.

D. For promotions effective July 1, 2021 – June 30, 2022

The faculty member will receive a promotional increase equal to 10% of his/her base salary on the effective date of the promotion. If the across-the-board increase, as provided for in IV above, and the promotion increase are effective on the same date, the promotional increase will be calculated on the base salary, inclusive of any across-the-board increase.

E. All tenure-track assistant professors shall be entitled to a 3% increase to base salary on the effective date of reappointment.

VI. Minimum Salaries

A. The minimum salaries shall be as follows for the following ranks (and their equivalent ranks):

Rank		7/1/18	7/1/19	7/1/20	7/1/21
Instructor	AY	57,854	59,590	61,377	62,912
Instructor	CY	66,532	68,528	70,584	72,348
Assistant Professor	AY	63,640	65,549	67,515	69,203
Assistant Professor	CY	73,183	75,378	77,639	79,580
Associate Professor	AY	66,000	67,980	70,019	71,770
Associate Professor	CY	75,900	78,177	80,522	82,535
Professor	AY	74,993	77,243	79,560	81,549

Professor	CY	86,242	88,829	91,494	93,781
Distinguished Professor	AY	103,122	106,215	109,402	112,137
Distinguished Professor	CY	118,590	122,148	125,812	128,958
Special Professorial Titles		138,230	142,377	146,648	150,315
Assistant Professor Law		78,508	80,863	83,289	85,371
Associate Professor Law		90,638	93,357	96,158	98,562
Professor I Law		105,106	108,260	111,507	114,295
Distinguished Professor Law		126,513	130,308	134,217	137,573

- B. Pursuant to PART ONE, Sections I through V, any member of the faculty whose salaries after adjustment of any applicable increases set forth in Sections I through V above are below the minimum salaries set forth in Section VI, shall receive a further increase to bring their salaries to the appropriate minimum.

PART TWO: FACULTY COMPENSATION PROGRAM (herein "FCP")

I. Criteria

To the extent of funds available as set forth in PART ONE, Section III of this Article 8 for the fiscal year identified therein, merit salary increases will be awarded to faculty members who have demonstrated recent and continuing excellence based on one or more of the criteria of teaching, scholarship, and service. In addition, merit salary increases may be awarded to faculty members whose current compensation warrants special consideration on the basis of academic or professional contributions in comparison with compensation of colleagues of similar achievement in the department or discipline at large.

II. Eligibility

1. The full-time faculty member must be in a negotiations unit position as of the second payroll in October and continue to serve in such position through the date of payment.
2. The part-time faculty member must have served three consecutive years in a negotiations unit position as of July 1, and continue to serve in a negotiations unit position through the date of payment.
3. An individual faculty member is not eligible for a merit increase in his or her terminal year at Rutgers.

4. An individual faculty member may opt not to be considered for a merit increase.
5. An individual faculty member who does not submit materials in a year in which there is a merit salary program, in accordance with PART ONE, Section III of this Article, shall not be eligible to be considered for a merit salary increase.

### III. Allocation of Funds

Funds available for merit salary increases pursuant to the FCP will be allocated to the three geographic areas of the University (Camden, Newark and New Brunswick) and to RBHS, based on the proportion of the total unrestricted faculty salary pool in each of the four areas, except that 5% of the total funds available for merit salary increases in 2020-2021 shall be allocated to the President's reserve for distribution as specified in VI. 9. below. Pool funds allocated to each of the four areas will be divided into a tenure and tenure-track (TT) pool and a non-tenure track (NTT) pool based on the proportion of TT and NTT faculty salaries to the total unrestricted faculty salary base for each of the four areas as of October 15. Eighty percent of the tenure-track pool must be used for awards to tenured and tenure-track faculty; eighty percent of the non-tenure track pool must be used for awards to non-tenure track faculty. Up to twenty percent of the dollars in either pool may be used for faculty in the other pool.

### IV. Size of Salary Increase

A salary increase pursuant to the FCP will be awarded as follows:

2020-2021: The pool of funds as set forth in PART ONE Section III shall be available for merit salary increases. The amount of a merit salary increase, if any, that may be awarded shall be at least 1% of the faculty member's salary as of June 30, 2020 or \$500, whichever is less. A faculty member may receive a merit salary increase of up to 10% of the faculty member's salary as of June 30, 2020.

### V. Announcement of Application of the Criteria

To ensure equitable treatment for their members, departments must formulate a statement for each pool (TT and NTT) of their own specific criteria for a merit salary increase and the application of them within the framework of the general criteria set forth in Section I. above. The faculty of the department shall formulate and promulgate to the department such a statement for each pool prior to the commencement of the process for consideration for award of salary increases specified below.

### VI. Consideration for Award of a merit salary increase:

1. Consideration for awards of merit salary increases will begin during the fall 2019 semester for a merit increase effective July 1, 2020.

2. The departmental chairperson shall announce twenty (20) days in advance that the Peer Evaluation Committee will be considering eligible faculty members for merit salary increases from each pool and that eligible faculty members are invited to submit relevant materials for consideration.
3. Departments with four or more tenured members shall elect a Peer Evaluation Committee of at least three full-time members composed of tenured members and at least one (1) NTT member of the department. In departments with fewer than four tenured members, all the tenured members shall constitute the Peer Evaluation Committee. In departments without tenured members, there shall be no Peer Evaluation Committee.

Nominations for the committee may be made by any faculty member of the department. Elections to the committee shall be by secret ballot of all full-time members of the department holding the rank of Assistant Professor or equivalent, and above who are not in their terminal year. The department chairperson shall convene, be a non-voting member of, and participate in the deliberations of the Committee.

4. Deans shall provide guidance to the department chairpersons or to the Peer Evaluation Committees in units with no department chairpersons concerning the funds available (stated in dollars or a meaningful range of dollars) from which the department or the Peer Evaluation Committee may make recommendations for merit salary increases pursuant to the FCP.

The Peer Evaluation Committee shall meet to evaluate all members of the department who are not members of the Committee, who are eligible for consideration for a merit salary increase pursuant to the FCP. The Committee shall determine, from among those faculty members considered, those who it will recommend for a merit salary increase, in accordance with the criteria set forth in PART TWO Section I. above. The Committee shall prepare a summary statement of its evaluation for each member of the department it recommends and shall indicate which one or more of those criteria is the basis for its recommendation.

5. Subsequent to completing the evaluation process set forth in 4. above, the Peer Evaluation Committee, at its option, may make recommendations to the department chairperson, within the guidelines set forth in Section IV. above, concerning the size of the merit salary increase for those individuals whom the Committee has recommended for receipt of such an increase. If the committee chooses to make such recommendations, the chairperson shall provide to the Committee, in confidence, the salary for each individual recommended by the Committee for a merit salary increase. In addition, the Committee may make recommendations to the department chairperson that up to 20% of the dollars in either pool (TT or NTT) be used for merit awards to faculty in the other pool.

6. After the deliberations of the Peer Evaluation Committee are complete, the chairperson may either (a) endorse the Committee's recommendations, incorporating the names of the members of the Committee whom the chairperson judges meet the criteria for a merit salary increase, or (b) prepare an independent list of all of those faculty members in the department who, in the judgment of the chairperson, should receive a merit salary increase. In addition, the chairperson shall review the salaries of members of the department and shall make recommendations, within the guidelines set forth in Section IV. above, as to the size of the merit salary increase for individuals on his/her list. For each faculty member the chairperson recommends, he/she shall indicate which one or more of the criteria set forth in PART TWO Section I above is the basis for his/her recommendation. The chairperson will then forward his/her recommendations and those of the Peer Evaluation Committee to the dean with justification and appropriate documentation. The chairperson will also forward with these recommendations the statement of the department for each pool, as specified in PART TWO Section V. above, although the statements shall not be binding on the dean in his/her deliberations.
  
7. Upon receipt of the nominees from each of the department chairpersons within the unit, the dean shall formulate a list of nominees from among those proposed by the departments and including such department chairpersons and other faculty members not proposed by the departments who, in the judgment of the dean, are qualified, according to the criteria specified in PART TWO Section I above, for a merit salary increase. The dean's list shall include the dean's recommendation as to the size of the merit salary increase for each individual on the list. For each faculty member the dean recommends, he/she shall indicate which one or more of the criteria set forth in PART TWO Section I. above is the basis for his/her recommendation.

Should the dean wish to include on his/her list an individual who the chairperson has not recommended for a merit salary increase or should the dean wish to increase or decrease the size of a merit salary increase recommended by the chairperson (or if there is no chairperson, by the Peer Evaluation Committee or its chairperson) and where such increase or decrease exceeds one percent (1%) of that individual's salary, the dean shall first discuss the matter with the chairperson. The dean will forward his/her recommendations to the appropriate chancellor with justification and appropriate documentation. The dean will, at the same time, forward to the chancellor the recommendations of the Peer Evaluation Committees and department chairs.

8. The chancellor shall review the recommendations from the several deans, directors, chairpersons, and departmental committees and, from among the eligible faculty members and to the extent of funds allocated to his/her campus, shall make a final determination as to which faculty members on the campus shall receive merit salary increases and as to the size of each increase. The chancellor shall indicate which one or more of the criteria is the basis for his/her decision to grant the increase.

9. The President will receive from each of the campus Chancellors the list of the chancellor's actions and a list of remaining faculty members recommended by the dean, the department chair, and/or the departmental Peer Evaluation Committee for a merit salary increase, plus a list of those eligible for a merit salary increase but not recommended at any level. The President may select from these lists a number of additional individuals to receive merit salary increases, who, in the President's judgment, best meet the criteria specified in PART TWO Section I. above. Such additional Presidential increases shall be limited to the President's 5% pool as set forth in PART TWO, Section III. above.
10. In order to assist the deans and chancellors in recommending or awarding, as the case may be, merit salary increases to department chairs, or to faculty members whose assignments or activities occur outside the confines of the standard departmental or decanal unit or who, in the judgment of the dean or chancellors, otherwise warrant merit salary increases, deans and chancellors may set aside a portion of FCP funds available for merit salary increases with which to make recommendations (or, in the case of the chancellors, decisions) to award merit salary increases so long as the percentage of program funds set aside does not exceed the following:
  - a. in the case of deans: 10% of the unit allocation.
  - b. in case of chancellors: 5% of the campus allocation prescribed by Section III.

#### VII. Implementation

The University will notify individual faculty members who have been recommended for consideration for a merit salary increase of the action taken in regard to that recommendation.

Subsequent to the conclusion of the award process, the evaluation packets will be returned to the office of the dean. The dean will notify the department chairpersons of the results of the FCP process for their department, that the material is available for review by them, and the dean will indicate his/her availability to discuss the FCP process with the department chairperson. The chairperson shall inform the Peer Evaluation Committee of the substance of such a discussion. Individual members of the faculty may review their own packets in accordance with the usual procedures for review of personnel files and may discuss their packets and review their professional progress with their chairperson and/or dean.

#### VIII. Grievability

The academic judgment that forms the basis of the granting or failure to grant a merit salary increase, including the size of the merit salary increase, is not grievable.

IX. Information

1. The University will inform the AAUP-AFT as to the amount of funds allocated to the four areas of the University pursuant to PART TWO Section III. above.
2. At the conclusion of the process, the University will inform the AAUP-AFT as to each faculty member nominated at any level of the process, the merit salary increase, if any, recommended at each level, and the salary increase, if any, awarded, along with identification of recommended faculty members and awardees, as the case may be, from amounts set aside as described in Section VI. 10. The University will also provide the AAUP-AFT the following information: the faculty member's department, campus, academic rank, and salary before and after the merit salary increase, if any; the level of initial recommendation for a merit salary increase; the reason for the recommendation, specified in PART TWO Section I above; and whether the faculty member was a member of the department Peer Evaluation Committee and/or a department chairperson.

PART THREE: TEACHING ASSISTANTS AND GRADUATE ASSISTANTS – SALARY PROVISIONS

- A. During the term of the Agreement, the minimum base salary for full-time teaching and graduate assistants shall be:
  - a. Academic Year Appointment: \$26,969 for Fiscal Year 2018-19; \$28,569 for Fiscal Year 2019-20; \$29,426 for Fiscal Year 2020-21; and \$30,162 for Fiscal Year 2021-22.
  - b. Calendar Year Appointment: \$30,604 for Fiscal Year 2018-19; \$32,204 for Fiscal Year 2019-20; \$33,170 for Fiscal Year 2020-21; and \$33,999 for Fiscal Year 2021-22.
  - c. Teaching and graduate assistants may be paid above the minimum base salary rate, which shall become the individual base salary for future appointments.
- B. All TAs and GAs, who hold less than a full-time appointment, may enroll at no cost to them in the Rutgers University Graduate Fellows Student Health Insurance Plan or its successor plan pursuant to procedures established by the University for this purpose.

PART FOUR: HEALTH INSURANCE BENEFITS

The parties acknowledge that pursuant to N.J.S.A. 52:14-17.25 et seq., employees of the University 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, unless modified subsequently by Agreement of

the AAUP-AFT and the University, employee contributions to the cost of health and prescription benefits shall continue to be in accordance with the full implementation schedule set forth in P.L. 2011, c.78 and which percentages were in effect on June 30, 2018. 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.

The parties agree that immediately following the ratification of this Agreement by the membership of the AAUP-AFT, the parties will reopen negotiations over health insurance benefits. It is understood by the parties that any modifications, proposed by the parties, to the design of health plans available to AAUP-AFT unit members must be approved and adopted by the State Health Benefits Program Plan Design Committee before they can become effective.

#### PART FIVE : OUT-OF-CYCLE SALARY ADJUSTMENTS

- A. The University may, at its discretion, increase the salary of a member or members of the negotiations unit in the following instances:
1. to provide immediate recognition for an unusual professional achievement or to respond to a bona fide outside offer. The University may also, at its discretion, increase the salary of a member of the negotiations unit when it believes that an outside offer is imminent because of recent distinguished professional achievements and other evidence. When the University considers offering such an increase, notice shall be given to the available tenured members of the individual's department. They shall be afforded an opportunity to provide advice on the matter and this advice shall be included in the department's written recommendation on the matter.
  2. in response to market conditions in a particular discipline or subdiscipline at peer institutions.
- B. The University may increase the salary of a member or members of the negotiations unit in order to make equity adjustments based on factors such as external market salary benchmarks within relevant markets, the faculty member's individual benchmarking information, including, but not limited to, teaching, service and research achievements, and other relevant accomplishments, compared to relevant peers and with the recognition that Rutgers prohibits discrimination based on any legally protected classifications, including, but not limited to, gender and race. "Relevant peers" may include faculty at other Rutgers campuses.
1. A faculty member requesting an equity adjustment shall submit a written request with supporting documentation to the Dean and to Compensation Services.
  2. The Dean shall submit to Compensation Services and to the faculty member written comments in response to the request of an equity adjustment.

3. Compensation Services shall review the faculty member's request for an equity adjustment and supporting documentation, the Dean's written comments, and shall collect and review any other information it deems relevant to its inquiry.
  4. Within ninety (90) working days from the submission of a request for an equity adjustment by a faculty member, Compensation Services shall communicate the results of its review and the basis for the results in writing to the faculty member and the respective Chancellor. If for any reason the review cannot be completed within this timeframe, Compensation Services shall notify the faculty member. If Compensation Services recommends an equity adjustment, it shall recommend the amount of the compensation increase.
  5. The faculty member may submit a written response regarding the results provided by Compensation Services to the Chancellor.
  6. In all instances, the amount of an increase, if any, will be determined by the respective Chancellor, or designee, in consultation with the Dean and Compensation Services, and the resulting salary must be consistent with the factors set forth in B. above. The Chancellor, or designee, shall be responsible for approving such increase, if any, and for communicating such decision to the negotiations unit member.
  7. The faculty member may appeal a decision of the Chancellor to the Senior Vice President for Academic Affairs. The decision of the Senior Vice President for Academic Affairs shall be provided to the faculty member and the AAUP-AFT. The decision of the Senior Vice President for Academic Affairs shall not be grievable; however, this shall not preclude a faculty member from filing an Article 9 grievance based on an alleged violation of Article 4 of this Agreement following the final decision of the SVPAA. The time for filing such a grievance under Article 4 shall begin to run upon receipt of the decision of the Senior Vice President for Academic Affairs.
  8. The faculty member may be accompanied by an AAUP-AFT representative for purposes of any meetings with Compensation Services for purposes of this Part Five, section B. equity review process.
  9. The University commits to funding equity increases approved by the Chancellor, or, if applicable, the Senior Vice President for Academic Affairs.
- C. When the University has determined to make an out-of-cycle salary increase, it shall inform the AAUP-AFT in writing of the name, rank, and current and adjusted salaries of each individual for whom an increase is to be made.

- D. During the effective term of this Agreement, all out-of-cycle salary adjustments to an individual recipient, beyond the first, which is at University discretion under section A. above, shall be subject to negotiation with the AAUP-AFT.
- E. The University shall not implement any salary adjustment until 15 working days after it has informed the AAUP-AFT of its determination, as specified above, or until such time as the AAUP-AFT and the University have agreed in writing that the requirements of this Article have been fulfilled, whichever is sooner.
- F. Out-of-Cycle increases are in addition to, and not inclusive of, other salary increases provided for in other Parts of this Article.

PART SIX: APPLICATION OF THE SUBJECT TO LANGUAGE IN THE PREFACE TO THIS ARTICLE

In the event the University intends to withhold any of the economic provisions of this Article by invoking the “subject to” language in the prefatory paragraph of this Article, it is agreed that the invocation of the “subject to” language will be based on a determination by the University that there exists a fiscal emergency.<sup>2</sup> If the University invokes the prefatory “subject to” language following the determination of a fiscal emergency, the University agrees as follows:

- A. The University shall provide the AAUP-AFT with written notice of at least twenty-one (21) calendar days. The Notice shall contain a detailed explanation for the determination by the University that a fiscal emergency exists and shall specify the action the University intends to take to address the fiscal emergency at the conclusion of the twenty-one (21) calendar day notice period.

If due to a reduction in State funding/appropriations to the University for the next fiscal year, the University determines that a fiscal emergency exists and if based on the date the University learns of the reduction it is not possible to provide the full twenty-one (21) calendar days notice, the University shall provide the maximum notice possible. If the University provides fewer than twenty-one days notice, upon request of the AAUP-AFT negotiations pursuant to paragraph C below shall commence within 72 hours; however, the University shall be permitted to delay the implementation of salary increases during the shortened period of negotiations.

- B. Along with the Notice provided to the AAUP-AFT pursuant to paragraph 1 above, the University shall provide the latest available statements/financial documents, as follows,
  - The financial information upon which the University relies as the basis for its claim that a fiscal emergency exists;
  - The audited financial statements for the prior fiscal year;
  - Quarterly Statement of Net Position (Balance Sheet) for the current fiscal year;
  - Current projection of the Income Statement for the Unrestricted Educational and

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<sup>2</sup> The determination of whether a fiscal emergency exists shall not be limited to whether there is a reduction in State appropriations/funding.

- General Operating Funds (Operating Budget) for the current fiscal year;
- Quarterly Statement of Cash Flows (Statement of Cash Flows);
- Unaudited End of Year financial statements for the statements listed above;
- University budget request submitted to the Department of Treasury for past, current and upcoming fiscal years; and
- The University's Unrestricted Operating Budget for the current fiscal year and budget for the upcoming fiscal year.

The AAUP-AFT may request in writing additional financial information. Disputes over the provision of information shall be decided by the designated arbitrator on an expedited basis.

- C. During the notice period, upon written request by the AAUP-AFT, the University shall commence negotiations over measures to address the fiscal emergency. The University is not obligated to negotiate to impasse in order to withhold any of the economic provisions of this Article. At any point during the notice period the AAUP-AFT may file a category one grievance pursuant to paragraph E below.
- D. The AAUP-AFT agrees that during the notice and negotiation period it will not initiate any legal action, in any forum, to challenge the University's intended action other than as specified in paragraph C above.
- E. If the parties have not agreed upon measures to address the fiscal emergency, the AAUP-AFT may file a Category One grievance under Article 9 of the Agreement. The grievance shall proceed directly to arbitration under Article 9.E. Such arbitration shall be concluded within ninety (90) days of implementation of the University's decision to withhold any of the economic provisions outlined above in this Article.

The arbitrator shall determine whether a fiscal emergency existed (exists) at the University based on the evidence presented. The arbitrator shall not have the authority to reallocate University funds.

The parties designate Arbitrator Bonnie Weinstock to hear disputes that arise under Part Six of Article 8. The parties designate Arbitrator Joseph Licata as an alternate to hear such disputes. If neither arbitrator is available to hear the dispute consistent with the provisions of Part Six of this Article, the parties shall mutually agree upon another arbitrator.

## 9 - GRIEVANCE PROCEDURE

The purpose of this Article is to provide a fair and effective procedure for identifying issues, articulating and resolving problems, and disputes.

A. Grievances under this Procedure<sup>3</sup>.

A. 1. A grievance under this Article 9 is defined as:

Category One:

A Category One grievance is a grievance alleging a breach, misinterpretation or improper application of the terms of this Agreement involving a mandatory subject of negotiations, including an allegation of unjust discipline.<sup>4</sup>

Excluded from Category One are all allegations concerning provisions of this Agreement when those provisions specify that grievances concerning them shall be considered as a Category Two grievance.

or

Category Two:

A Category Two grievance is a grievance alleging: a.) a violation, misinterpretation or improper application of the terms of this Agreement involving a non-mandatory subject of negotiations; or b.) there has been a misrepresentation, misapplication or violation of University policies, agreements, or administrative decisions, which intimately and directly affect the work and welfare of members of the unit.

Also included in Category Two are allegations concerning any matter which is mandated by law to be a subject of a grievance procedure of the Agreement, and which has not been provided for under Category One.

Also included in Category Two are allegations of harassment of a member of the negotiations unit that are not covered under Article 4 of this Agreement. For purposes of this paragraph, harassment is intentional persistent or repeated differential treatment that negatively and directly affects the work and welfare of a member of the negotiations unit.

A. 2. Excluded from this grievance procedure are:

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<sup>3</sup> Grievances that allege violations of Article 4 of this Agreement shall be held in abeyance for 60 calendar days if the University or the grievant requests the Office of Employment Equity (OEE) to investigate the allegation(s) and/or if OEE initiates an investigation. Should the grievant refuse to participate in any ensuing OEE investigation, the related allegations in the grievance will be precluded from being processed and will be deemed denied.

<sup>4</sup> Discipline is the formal imposition of a penalty in response to alleged wrongdoing by a member of the negotiations unit (proceedings under Appendix H will be handled as Category One grievances).

- A. 2. a. All matters defined grievable under the terms of other grievance procedures between the University and the AAUP-AFT;
- A. 2. b. An allegation regarding the evaluation of a grievant for reappointment, promotion and/or tenure as provided in Article 10, Article 13 or Article 11 of this Agreement;
- A. 2. c. An allegation regarding a violation of the University Policies or this Agreement or established policy or practice regarding reappointment of Teaching Assistants/Graduate Assistants, as provided in Article 23 of this Agreement.
- A. 2. d. Allegations concerning provisions of this Agreement when those provisions specify that they are not subject to the grievance and arbitration process.
- A. 3. A grievance under this Article may be filed by a unit member or members, if more than one member has been affected, or by the AAUP-AFT. A grievance filed by a member or members of the unit may only be filed with the AAUP-AFT and will be promptly transmitted to the Office of Academic Labor Relations by the AAUP-AFT.
- B. Requirements for Filing.
  - B. 1. A grievance must be filed in writing with the Office of Academic Labor Relations within four (4) months of the date on which the grievant should reasonably have known of the occurrence of the alleged violation, or within twenty (20) working days of the occurrence of the alleged violation if the grievant is requesting an accelerated schedule. The written statement of the grievance shall specify which allegations in the grievance are being filed as Category One or Two; shall contain a statement of the facts surrounding the grievance; shall specify the provision or provisions of the Agreement, policies, agreements, or administrative decisions which allegedly have been violated, misapplied, or misinterpreted; and shall specify the relief sought. In addition, where the substance of the grievance concerns a dispute between unit members, the grievance filing shall show evidence of an effort to resolve the matter with the appropriate dean. Such efforts at informal resolution of grievances shall not affect the timeliness requirements of this procedure.
  - B. 2. The timeliness of a grievance submitted from the New Brunswick campuses shall be determined by the date on which the AAUP-AFT delivers it to the Office of Academic Labor Relations. The timeliness of a grievance submitted via e-mail to the Office of Academic Labor Relations shall be determined by the date of the e-mail to Office of Academic Labor Relations. Grievances submitted from the Camden, Newark, or other program locations beyond the New Brunswick campuses may also be mailed to the AAUP-AFT by United States Postal Service, in which case the timeliness of such a grievance shall be determined by the postmark. The AAUP-AFT shall deliver such grievances to the Office of Academic Labor Relations within one day of receipt.
  - B. 3. Responses to requests for information, material, and documents relevant to a grievance shall be provided, if available, by either party upon written request of the other party within 15 working days of such request. If either party is unable to meet

the 15 working day time limit, it shall so notify the other party in writing, explaining the reason.

C. Mediation

- C. 1. The goal of mediation is to resolve grievances informally.
- C. 2. A grievant may submit any grievance that the parties agree is properly raised under this Article to non-binding mediation prior to proceeding to Step One. Disputes between the parties as to grievability shall not be submitted to mediation. Notice of the desire to participate in non-binding mediation shall be given to the University with the grievance filing.
- C. 3. The mediation process will be completed within 30 working days of the University's receipt of the grievance filing, where possible.
- C. 4. A pool of six professional arbitrator/mediators, jointly agreed to by the University and the AAUP-AFT, shall be established for the duration of this Agreement except that twelve months after the establishment of the pool either of the parties may reopen negotiations about the membership of the pool. If any grievances are pending mediation at the time of a request to reopen negotiations, they shall be scheduled utilizing rotation of the pool as it exists at the time of the request. The AAUP-AFT and the University shall utilize a selection procedure that insures both rotation in the use of the mediators and random assignment of grievances to mediators.
- C. 5. No more than a total of six hours' service by the mediator shall be permitted for each grievance unless additional time is agreed to by the University and the AAUP-AFT.
- C. 6. Unless the parties agree otherwise, participants in mediation shall be limited to the mediator, the grievant, no more than two AAUP-AFT representatives, no more than two University representatives, and an individual, designated by the University, who is closely concerned in the grievance. The University representative may be the appropriate dean/director or the chancellor unless (a) he or she is alleged to have committed one or more of the violations that form the subject matter of the grievance or (b) the grievant, through the AAUP-AFT, notifies the University that he/she believes mediation with that individual as University representative would be pointless. In such cases, the Senior Vice President for Academic Affairs or his/her designee shall be the University representative. With the sole exception of the mediator, all participants in the mediation must be employees of the University or of the AAUP-AFT but shall not be individuals who bear the title of Counsel, Associate Counsel, or Assistant Counsel. Unless the mediator objects, the AAUP-AFT and the University may jointly agree that each may have one nonparticipant observer present at a mediation session. Such observers shall not participate in the mediation meeting in any manner.
- C. 7. The format for mediation shall be face-to-face discussions between the parties, with the assistance of the mediator. However, the parties may, during the mediation session, jointly agree to meet separately with the mediator, provided that at the

request of the parties, they again meet face-to-face before mediation is concluded. The mediator shall be provided by the University with the grievance filing in advance of the mediation session. The mediator shall decide whether other documents are needed to advise the parties. Provision of such documents by either of the parties shall be voluntary in response to requests from the mediator. No official record of the mediation process shall be kept. The names of individuals attending the mediation shall be provided to either side by the other if requested.

- C. 8. The mediator shall attempt to resolve the grievance. If a resolution is reached, it shall be reduced to writing. Resolution of a grievance shall not be a precedent in any other grievance.
- C. 9. If no resolution is reached through mediation, the mediator shall present advice orally at the end of the mediation. This advice shall not be introduced at any subsequent grievance hearing or in any other proceeding.
- C. 10. The costs of the mediator shall be borne equally by the University and the AAUP-AFT.
- C. 11. If no resolution is reached through mediation, the grievance may be pursued at Step One of this grievance procedure. If the grievant requested both mediation and a Step One meeting and no resolution is reached through mediation, the AAUP-AFT and/or the grievant may opt to not have a Step One meeting by providing written notice to the Office of Academic Labor Relations within ten (10) working days of the mediation.

D. STEP ONE

- D. 1. The Senior Vice President for Academic Affairs or his/her designee(s) may conduct such investigation as he or she may require in order to render a written response, including meeting(s) with the grievant and other individuals who are determined by the Senior Vice President for Academic Affairs or his/her designee or the AAUP-AFT to be concerned in or to have knowledge of the matter. If the grievant believes it necessary to meet with the Senior Vice President or his/her designee without other individuals concerned in the matter being present, the grievant shall be afforded the opportunity to do so.
- D. 2. The grievant will have the opportunity to meet with the Senior Vice President or his/her designee if the grievant requests such a meeting within 10 working days of the filing of the grievance. The meeting, whether requested by the grievant or by the Senior Vice President or his/her designee, shall be scheduled within 10 working days of the request or within 10 working days of the conclusion of mediation.
- D. 3. In instances where the parties agree that the problem requires an accelerated schedule, if a meeting is requested at the time the grievance is filed, it shall be scheduled within five working days of the receipt of the grievance or the completion of the mediation, whichever is later, and a written Step One decision shall be rendered within 15 working days from the date of the Step One meeting. The accelerated Step One decision shall be sent via e-mail to the AAUP-AFT and the grievant simultaneously.

- D. 4. Should the grievant fail, without valid reason, or refuse to meet with the Senior Vice President for Academic Affairs or his/her designee when such a meeting has been requested either by the grievant or by the Senior Vice President or his/her designee, the AAUP-AFT shall not be permitted to invoke Step Two of the grievance procedure and the decision of the Senior Vice President for Academic Affairs or his/her designee at Step One shall be final.
- D. 5. Where the grievant alleges that the grievance concerns an immediate health or safety problem, the grievance shall be heard on an accelerated schedule.
- D. 6. The grievant may be assisted by up to two representatives approved by the AAUP-AFT. The University shall have the right to assume that any representative who appears with the grievant is approved by the AAUP-AFT. The grievant's representatives shall be members of the negotiations unit and/or AAUP-AFT staff. Although the University may request members of the negotiations unit to participate in the investigation of, and meetings about, a grievance, a member of the negotiations unit may not be a designee of the Senior Vice President for Academic Affairs or a formally designated representative of the University.
- D. 7. Within 45 working days of the conclusion of the mediation or within 45 working days of the notification of a waiver of the mediation step by the AAUP-AFT, or within 15 working days if the parties agree that the problem requires an accelerated schedule, the Senior Vice President for Academic Affairs or his/her designee shall render a written decision except that, in all events, the Senior Vice President or his/her designee shall have no fewer than 15 working days subsequent to the Step 1 meeting(s) concerning the grievance to render a written response.
- D. 8. The Senior Vice President for Academic Affairs or his/her designee shall simultaneously submit his/her written decision to the grievant and to the AAUP-AFT. The Step One decision shall be sent via e-mail to the AAUP-AFT and the grievant simultaneously.
- E. STEP TWO - ARBITRATION
- E. 1. If the AAUP-AFT is not satisfied with the disposition of the grievance at Step One, the AAUP-AFT, upon written notification to the Senior Vice President for Academic Affairs within 30 working days of receipt of the Step One decision, or within 15 working days if the grievance has been heard on an accelerated schedule at Step One, may appeal a Category One or a Category Two grievance to arbitration.
- E. 2. The written notice shall set forth the issue or issues to be arbitrated and shall specify, as to each issue, whether the AAUP-AFT presents it as a Category One or a Category Two grievance.
- E. 3. For the purpose of arbitration, a pool of six professional arbitrators jointly agreed to by the University and the AAUP-AFT shall be established for the duration of this agreement except that twelve months after the establishment of the pool either of the parties may reopen negotiations about the membership of the pool. The pool as

it exists at the time of a request to reopen negotiations shall be utilized for all grievances filed up to the date of the request unless otherwise agreed to by the parties. The list of arbitrators may include individuals identified as mediators in C.4. but an individual used as a mediator in a grievance shall not also be used as the arbitrator in the same grievance.

- E. 4. If the AAUP-AFT determines that either it or an individual negotiations unit member(s) cannot arrive at a decision on whether to proceed to arbitration within the 30 working days provided herein, it will so notify the Senior Vice President for Academic Affairs during this period. This notice will extend the period for invoking arbitration for a period of 30 additional working days. Additional extensions may be agreed to by the parties, and if such an agreement is made it shall be set forth in writing. No extensions beyond the original 15 working days provided for filing of an appeal to arbitration shall be available in instances where the grievance has been heard on an accelerated schedule at Step One except by written mutual agreement of the parties.
- E. 5. If no Step One decision is rendered, the AAUP-AFT may appeal the grievance to arbitration within five months of the last day on which the Step One decision would have been timely rendered.
- E. 6. Where a grievance concerning a health or safety problem has been heard on an accelerated schedule at Step One and has been timely appealed to arbitration, the AAUP-AFT and the University will each make an effort to obtain a prompt hearing of the grievance at arbitration.
- E. 7. The arbitrator shall conduct a hearing and:
- E. 7. a. Binding Arbitration  
  
In the case of Category One grievances, render a decision which shall be final and binding on the AAUP-AFT, the grievant(s), and the University;

or

- E. 7. b. Advisory Arbitration  
  
In the case of Category Two grievances, render a recommendation to the Office of the President. The President's decision will be final and binding for all internal University purposes. Such decision will be rendered within 15 working days of receipt of the arbitrator's report. If the President modifies or rejects the recommendations of the arbitrator, he/she will set forth in writing the reasons for such modification or rejection.
- E. 8. The arbitrator's decision or recommendation shall be rendered in accordance with law and not later than 30 calendar days after receiving final submissions from the parties unless the parties agree that more time is needed. The arbitrator shall not have the authority to amend, alter, or in any way change a University policy, established practice, or provision of this Agreement.

- E. 9. Any party may request a stenographic record. If such transcript is agreed upon by the parties, or in appropriate cases determined by the neutral arbitrator, to be the official record of the proceeding, it must be made available to the arbitrator and to the other party for inspection at a time and place determined by the arbitrator. The total cost of such a record shall be shared equally by those parties that order copies. Either party may tape the arbitration proceeding, but the tape shall not constitute the official record. The tape may be used only for the purpose of preparing the case and may not be used for any other purpose or in any other forum.
- E. 10. The costs and expenses incurred by each party shall be paid by the party incurring the costs, except that the fees of the neutral arbitrator and the fee, if any, of the administering agency shall be borne equally by the University and the AAUP-AFT.
- F. Miscellaneous
  - F. 1. No reprisals shall be taken against any grievant, AAUP-AFT representative, witnesses, or other participant, or nonparticipant observer for participation in or observation of this Article 9 grievance process. Claims of such reprisals shall be grievable under Article 9, Category One.
  - F. 2. "Working Days" are all days on which the administrative offices of the University are open for business as specified in the administrative calendar. "Months" are calendar months, and they are unaffected by any of the University's working calendars.
  - F. 3. The time limits in this Article may be extended at any time by written agreement of the parties to this Agreement. Upon advance written notice to the AAUP-AFT and the Office of Academic Labor Relations, a grievant who is on an academic year appointment may request that some or all of the period between Commencement and September 1 be excluded from the time limits in this procedure. Such requests shall not be made unreasonably and shall include the reasons for the request. Requests to exclude time between Commencement and September 1 shall not be unreasonably denied.

If the AAUP-AFT contends that the University is in error in deciding that a grievance was not timely filed, that contention shall be expeditiously submitted to binding arbitration unless the parties to this Agreement mutually agree otherwise. Until the timeliness matter is resolved, the grievance filed shall remain in abeyance. However, if the University also has addressed the merits of the grievance in its Step One response, a contention by the AAUP-AFT that the University's decision on timeliness is in error shall be submitted as a threshold question to the arbitrator selected pursuant to this Article. The arbitrator's decision with regard to timeliness shall be binding. Similarly, if the University has determined that a grievance is not timely filed and has not addressed the merits, and if the arbitrator has found the grievance to be timely and has referred it back to Step One for a consideration of the merits, and if the AAUP-AFT appeals the subsequent Step One decision, and if less than a year has elapsed since the arbitrator's decision on timeliness, the appeal shall be heard by the same arbitrator who heard the timeliness issue.

- F. 4. In order to assist the AAUP-AFT in its determination as to whether or not the grievance should be pursued beyond Step One, the Senior Vice President for Academic Affairs or his/her designee, upon request of the AAUP-AFT, shall make available to the AAUP-AFT a copy of any written policy, agreement, or administrative decision cited in his/her written response as a basis of the answer to the grievance.
- F. 5. Whether or not pursued, this procedure shall constitute the sole and exclusive right and remedy of bargaining-unit members and the AAUP-AFT for any and all claims cognizable under this procedure. A written response at Step One which is not appealed to Step Two by written notification to the Senior Vice President for Academic Affairs in accordance with Section E.1. above shall be considered a binding and final settlement of the grievance. If there is no written response at Step One and the AAUP-AFT does not timely appeal to arbitration, the grievance shall be considered as having been withdrawn.
- F. 6. Exception as to Category Two Grievances: If the AAUP-AFT does not timely invoke Step Two in accordance with Section E.1. above, and the AAUP-AFT and/or the grievant(s) commence a court proceeding pertaining to the grievance within 45 working days of the last date upon which the AAUP-AFT could have timely invoked Step Two, the defenses of exhaustion of remedies or exclusivity of the grievance procedure will not be available to the University in such court proceeding. Nothing contained herein shall be construed or implied as a recognition by the University that the AAUP-AFT and/or grievant has any enforceable right against the University with respect to any misinterpretation, misapplication, or violation of University policy, agreement, or administrative decision.
- F. 7. The exclusivity of remedies and exhaustion of procedures provided for in this Article are not intended nor shall they apply to rights of individual bargaining-unit members that arise from sources independent of this Agreement, University policies, agreements, or administrative decisions.

## 10 - FACULTY PERSONNEL GRIEVANCE PROCEDURE FOR TENURED AND TENURE TRACK FACULTY

The purpose of this Article is to help ensure the integrity of the reappointment, promotion, and tenure procedures; to provide a process for determining whether evaluations resulting in negative personnel actions were flawed (as defined in A.1.) and to provide remedies in cases where defects are found. A defect does not encompass disagreement with the academic judgment of any evaluator or evaluative body. For purposes of this Article 10 grievance procedure, writers of external confidential letters are not “evaluators.”

### A. Definitions of a Grievance and Grievant

A. 1. A grievance under Article 10 is an allegation that, in the course of an evaluation which resulted in failure to award reappointment, promotion, and/or tenure:

A. 1. a. there occurred a material procedural violation of (i) the Academic Reappointment/Promotion Instructions and/or their appendices applicable in the year in which the grievant was evaluated, and/or (ii) Article 14 of this Agreement, and/or (iii) a University Policy or an established practice of the University related to reappointment or promotion. An established practice within the meaning of this Article is one which is not inconsistent with either a University Policy or a provision of this Agreement. A violation is material if it has an important influence or effect upon the evaluation.

or

A. 1. b. the evaluation was based on (i) discrimination<sup>5</sup> by an evaluator or evaluative body against the grievant or, (ii) enmity by an evaluator or evaluative body against the grievant.

or

A. 1. c. the narrative of an evaluator or evaluative body contains a material factual inconsistency<sup>6</sup> with the record as presented in the candidate's reappointment/promotion packet.

or

A. 1. d. the evaluation was not in accord with the criteria as set forth in the University Policy with Respect to Academic Appointments and Promotions.

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<sup>5</sup> Grievances alleging discrimination on the basis of any protected classification identified in Article 4 shall follow the process outlined in Appendix E.

<sup>6</sup> For purposes of this grievance procedure, “factual inconsistency” does not mean disagreements with or between the academic judgment of any evaluator or evaluative body.

- A. 2. A grievant within the meaning of this Article is a faculty member in the negotiations unit who files a grievance under this Article. A grievant shall retain the right to process a grievance to completion regardless of his/her employment status.
- A. 3. The statement of grievance shall be presented on a form mutually acceptable to the AAUP-AFT and the University and must:
  - A. 3. a. identify the person(s) and/or bodies who allegedly committed the alleged violations;
  - A. 3. b. explain what alleged actions were committed or omitted and by whom;
  - A. 3. c. identify the level(s) of evaluation affected by the alleged violations;
  - A. 3. d. identify and fully explain the alleged violations in the evaluation of the grievant as specified in A.1. above;
  - A. 3. e. to the extent possible, set forth the evidence in support of the allegations and identify and attach, if possible, any documents pertinent to the allegations;
  - A. 3. f. identify, to the extent possible at the time of filing, potential witnesses and explain the nature and the relevance of their testimony to the allegations.
- A. 4. A grievance may be resolved informally by the grievant and the University at any time. The parties recognize the value of exploring an informal resolution prior to the filing of the grievance statement. Such informal resolution shall be pursued through the Office of Academic Labor Relations. The informal resolution of a grievance shall not constitute precedent for the formal or informal resolution of any grievance or for any other purpose.
- A. 5. Grievances concerning original evaluations shall be brought before Grievance Committees as specified in B. below. Grievances concerning remanded evaluations shall be brought before the Faculty Appeals Board as specified in E. below.

B. Grievances Concerning Original Evaluations

B. 1. Pre-Hearing Procedures

- B. 1. a. An individual who intends to file a grievance under this procedure must so notify the Office of Academic Labor Relations in writing within 30 working days of the date on which the AAUP-AFT receives from the University written notice of the negative personnel action, as set forth in Article 14.5. A notice of intent to file a grievance is not considered a grievance.

- B. 1. b. Within 60 working days, for candidates for reappointment or tenure, and 90 working days for candidates for promotion to Professor or Distinguished Professor, of the date of receipt of the letter of intent to file, as specified in a. above, the grievance statement, as defined in A.3. above, shall be filed with the Office of Academic Labor Relations according to the rules specified below. Such grievances shall be logged in as to date of receipt and a copy forwarded within one working day to the AAUP-AFT and to the Reviewing Officer.
- B. 1. c. Such grievances shall be reviewed by the Reviewing Officer who shall determine if the grievance filing complies with Section A.1. above and Section H. below. The Reviewing Officer shall not address the substance of the grievance. He/she shall confine his/her review to two questions:
  - B. 1. c. [1] Do the allegations contained in the grievance statement conform to the definitions of an Article 10 grievance as set forth in A. 1. above?
  - B. 1. c. [2] Are the letter of intent to file and/or the grievance statement timely filed in accord with B.1.a. and B.1.b. above?
- B. 1. d. The Reviewing Officer shall forward to the designated University Representative each grievance statement that meets the filing requirements within 15 working days of the Reviewing Officer's receipt of the grievance. At the same time, a copy of the grievance statement with confirmation of acceptance shall be sent to the grievant and to the AAUP-AFT.
- B. 1. e. If the Reviewing Officer finds that a grievance statement does not meet the filing requirements, he/she shall return it to the grievant within 15 working days with a written statement specifying the defects leading to its rejection. A copy of such statement shall at the same time be sent to the AAUP-AFT. If the Reviewing Officer is unable to meet the deadlines specified herein, he/she shall so notify the AAUP-AFT in writing.
- B. 1. f. Unless the Reviewing Officer has held the grievance to be untimely, the grievant may resubmit revised allegations with a signature page signed by the grievant within 15 working days of receipt of the letter rejecting the allegations. Such resubmission to the Reviewing Officer shall be handled according to the above procedure. Allegation(s) not revised and resubmitted by the grievant or appealed in accordance with B.1.h. below shall constitute withdrawal of the allegation(s).
- B. 1. g. Within 15 working days of the conclusion of the Reviewing Officer and/or Permanent Referee Procedures, the grievant shall file a final signed grievance statement with the Office of Academic Labor Relations. The final grievance statement may include a request for any documents and/or other information

needed to complete the presentation of the grievance, and should explain the relevance of the requested material to the alleged violations. Reasonable requests for information may be made prior to and/or after the grievance statement has been filed.

- B. 1. h. If the Reviewing Officer finds the grievance to be untimely, the AAUP-AFT may appeal this finding to the Permanent Referee, as provided below.
- B. 1. i. In the event the action taken by the Reviewing Officer is unacceptable to the grievant, the grievant may request that the AAUP-AFT pursue an appeal on his/her behalf. Such request must be made in writing and received by the AAUP-AFT within five working days of the grievant's receipt of the Reviewing Officer's letter of rejection. The AAUP-AFT may:
  - [1] Submit the issue in writing to the Permanent Referee. Such submission must be accompanied by the Reviewing Officer's finding and be made within 15 working days of grievant's receipt of the Reviewing Officer's action. A copy of the submission shall be at the same time sent to the Reviewing Officer.

If the AAUP-AFT determines that it needs more time to arrive at a decision on whether to file an appeal as requested by a grievant, it will notify the Reviewing Officer prior to the expiration of the period for filing an appeal to the Permanent Referee and such notice will automatically extend the deadline for submitting an appeal to the Permanent Referee by an additional 20 working days.

Within 15 working days of the University's receipt of the submission to the Permanent Referee, the University may submit a response to the Permanent Referee. If the AAUP-AFT has provided notice to extend the time to file its appeal by an additional 20 working days in accordance with the previous paragraph, the time for the University to submit its response to the Permanent Referee will also be extended by an additional 20 working days. A copy of the response shall, at the same time, be forwarded to the grievant and to the AAUP-AFT.

- B. 1. i. [2] The Permanent Referee shall not address the substance of the grievance or base his/her decision on the substance of the grievance. The Permanent Referee shall confine his or her review to two questions:
  - [a] Do the allegations contained in the grievance statement conform to the definitions of an Article 10 grievance as set forth in A. 1. above?

- B. 1. i. [2] [b] Are the letter of intent to file and/or the grievance statement timely filed in accord with B.1.a. and B.1.b. above?
- B. 1. i. [3] The Permanent Referee shall review the submissions and render a decision in writing within ten working days of receipt of the submission. No hearings will be conducted before the Permanent Referee unless the Permanent Referee requests a hearing after receipt of written submissions by the parties. If a hearing is conducted, neither party may be represented by an attorney. The Permanent Referee shall make a judgment on the question(s) presented and the decision shall be final and binding on the grievant, the AAUP-AFT and the University.
- B. 1. i. [4] If the Permanent Referee sustains the claim that the grievance filing meets the filing requirements, or should be accepted as timely filed, he or she shall forward notice of acceptance to the grievant, the AAUP-AFT, and the Reviewing Officer.
- B. 1. i. [5] If the Permanent Referee rejects the claim that the grievance statement meets the filing requirements, he or she shall notify the grievant, the AAUP-AFT and the Reviewing Officer of his/her decision in writing. If the grievance has been rejected for reasons other than timeliness, the grievance may be revised and resubmitted according to the provisions of B.1.f. above. The decision of the Permanent Referee shall explain the reasons for rejecting the grievant's claim. Copies of the decision shall be sent to the AAUP-AFT and the Reviewing Officer.
- B. 1. i. [6] The decision of the Permanent Referee shall be binding on the grievant, the University, and the AAUP-AFT.
- B. 1. j. Within 25 working days of receipt of the final grievance statement (after all allegations submitted have been vetted by the Reviewing Officer and, if applicable, Permanent Referee), the University shall forward a written response to the particulars of the grievance to the grievant and to the AAUP-AFT. The University's response shall address each allegation, identify and attach, if possible, any documents pertinent to the grievance, and identify, to the extent possible, potential witnesses and explain the nature and the relevance of their testimony to the allegations. At the same time, the University shall forward the grievance statement, the University's response to the grievance, the neutral reader's report, if available, and the grievant's reappointment/promotion packet, excluding the supplementary materials and the external confidential letters of evaluation to the Grievance Committee, if a full grievance committee has been constituted (named and briefed).
- B. 1. k. Within 20 working days of a request for documents and/or information (See B.1.g. above.), the University shall, insofar as it is possible for it to do so, make

available to the grievant all relevant requested documents and information, other than outside confidential letters and the promotion packets of other faculty.

- B. 1. I. Outside confidential letters of evaluation are those letters received in response to solicitation pursuant to the Academic Reappointment/Promotion Instructions. Outside confidential letters of evaluation shall not be made available to the grievant or to his/her advisors, or to the University Representative for the purpose of the grievance.

In those cases in which the outside confidential letters of evaluation are a factor in a grievance, evidence respecting the contents of the letters may be introduced only by the grievant or the University Representative through a written report by two neutral readers of the letters through the following procedure:

- B. 1. I. [1] If the grievant asserts that the outside confidential letters are a factor in a grievance, the grievant shall identify the neutral reader selected by the grievant on the appropriate form when the grievance statement is filed and shall identify which questions the grievant wishes the neutral readers to answer in regard to the outside confidential letters.
- B. 1. I. [2] Upon receipt of notice concerning the letters, the University shall name a second neutral reader.
- B. 1. I. [3] The grievant and the University may select as a neutral reader any current member of the faculty at the rank of professor or above who has served within the past 7 years as a member of the Promotion Review Committee, an Advisory Committee on Appointments and Promotion, or as a dean, and who has not participated in the evaluation.
- B. 1. I. [4] The grievant may request that one or both of the following questions be addressed by the neutral readers: (1) In the opinion of the neutral readers, is the content of the letters inaccurately characterized or distorted in the narratives of the evaluators? If so, explain. (2) In the opinion of the neutral readers, have the evaluators relied in their assessments on letters that are not in accord with the criteria as set forth in the University Policy with Respect to Academic Appointments and Promotions, or that exhibit discrimination and/or enmity, as defined in Section A.1.b. above? If so, explain.

In addition to answering the questions specified above, the neutral readers will also be permitted to provide additional comments if the readers wish to do so.

- B. 1. I. [5] The letters and the questions shall be provided to the neutral readers in the office of the chancellor or the appropriate dean. The neutral readers shall meet to review the letters and prepare their report at a time mutually convenient to them within 20 working days of their selection. During their review session, the neutral readers shall review the letters and the promotion packet and shall jointly draft a written response to the questions. If the neutral readers have a significant difference of view, they may express that difference in their written report. The neutral readers shall not take the letters into their own possession, shall not copy the letters, and shall take every precaution to protect at all times the confidentiality of the contents of the letters and the identity of the writers.

Neither the grievant, the AAUP-AFT, nor the University shall take any action that compromises the neutrality of the readers.

- B. 1. I. [6] The signed and dated report of the neutral readers shall be forwarded to the AAUP-AFT by the University within two working days of its receipt by the University.

- B. 1. I. [7] After receipt of the report of the neutral readers, either the grievant or the University Representative may request that the Grievance Committee review the external confidential letters. Once the Grievance Committee receives the letters, the Committee shall not make them available to the University Representative, the grievant, his/her advisors, or to the AAUP-AFT and shall take every precaution to protect the confidentiality of the contents of the letters and the identity of the writers. The Grievance Committee members shall return all copies of the promotion packet and the external confidential letters to the University Representative once the Committee has rendered its decision.

- B. 2. Hearing Procedures

- B. 2. a. The Grievance Committee shall make a good faith effort to meet to hear the grievance within 10 working days of receipt of the material specified in B.1.j. above, and may request at the time of scheduling that the grievant and/or the University be prepared at that meeting to present the testimony of witnesses on specific issues raised in the grievance statement, to further explain specific issues raised in the grievance statement, to present additional documentation, and/or generally to present their case.

- B. 2. b. The chair of the Grievance Committee is responsible for the conduct of the hearing although all three members have equal authority and, if consensus cannot be reached, any two of the three suffice for a Committee decision. The total time allotted to the hearing of a grievance ordinarily shall not exceed two

working days, generally equally apportioned to the grievant's presentation and the University's response, unless the Committee approves a request by either side for additional time. The Grievance Committee may pose any questions it deems appropriate to the grievant, the grievant's representative, the University Representative, or to any individual whose testimony is presented by the University or the grievant.

- B. 2. c. The University Representative shall be the person designated by the University to present its case. The University Representative shall be identified in the University's response. If the University changes its Representative, it will notify the AAUP-AFT. The University Representative may be assisted by two advisors who shall also be identified in the University's response.
- B. 2. d. The grievant may be represented and assisted by two advisors approved by the AAUP-AFT. The grievant's advisors shall be named in the grievance statement if known at the time of filing or promptly when selected afterward. The University has the right to assume that any advisor who appears with the grievant is approved by the AAUP-AFT. If the grievant changes his/her advisors, the grievant will notify the University Representative.
- B. 2. e. The University Representative, the University Representative's advisors, and the grievant's advisors shall be employees of the University or of the AAUP-AFT, unless the parties agree to waive this requirement in individual instances.
- B. 2. f. If the grievant, the grievant's advisor(s), the University Representative or the University Representative's advisors offer(s) testimony, he/she may be questioned by the other party or by the Grievance Committee.
- B. 2. g. All of the grievant's allegations shall have been specified in the grievance statement. However, where information relevant to an alleged violation becomes known subsequent to the filing of the Grievance Statement, the grievant may file an amendment to the Grievance Statement. In such instance, the proposed amendment should be in writing in the form of a memorandum addressed to the grievance committee, with a copy to the University Representative, which provides full information about the new allegation in accordance with Section A.3 of this procedure, and which explains the reasons why the grievance statement is being amended at that time. The University shall have 5 working days within which to review the amendment pursuant to the Reviewing Officer procedure set forth above. If as a result of such Reviewing Officer procedure the University accepts the new allegation, the University shall have ten (10) working days to provide a written response to the allegation.

If the University Representative does not accept the new allegation as appropriate to this procedure, the grievant may forward his/her proposed amendment to the Reviewing Officer immediately, and it will be processed in accordance with Section B.1.c. above.

- B. 2. h. Within five working days of the final hearing session, the Committee shall make a good faith effort to render a decision in writing. The decision shall address all allegations raised in the grievance. For each allegation, the Grievance Committee shall determine if the alleged violation has been proven. For each allegation sustained by the Grievance Committee, the Committee shall identify who committed the specific violation and which level of evaluation was affected by the violation. The Committee shall not make judgments as to whether the grievant should receive reappointment, promotion, and/or tenure. Further, the Committee will address and make findings about only those allegations set forth either in the grievance statement or an amendment to it and pursued by the grievant. The Committee's decision, recorded on a form agreed to by the AAUP-AFT and the Senior Vice President for Academic Affairs or his/her designee, shall be binding on the University, the grievant, and the AAUP-AFT. The Grievance Committee shall send its decision to the grievant, the AAUP-AFT, the University Representative, the appropriate chancellor, the Senior Vice President for Academic Affairs, the Office of Academic Labor Relations, and to each evaluator or evaluating body concerned in a violation sustained by the Grievance Committee. It is University practice to exclude from remanded evaluations, evaluators against whom charges of discrimination or enmity have been sustained.
- B. 2. i. The grievant has the burden of proof. The burden of proof shall be met when the preponderance of evidence about an alleged fact and/or alleged violation is sufficient to sustain the allegation.
- B. 2. j. If the Grievance Committee sustains the grievance, it shall order a remand, which is the sole and exclusive remedy under this procedure.
- B. 2. k. Within 20 working days of receipt of the Grievance Committee's decision by the AAUP-AFT and the University, the University Representative or other appropriate office of the University will prepare draft remand instructions and forward them to the grievant and AAUP-AFT for review.
- B. 2. l. If the University and the grievant reach agreement concerning the remand, it will be reduced to writing and signed by the University Representative and the grievant. Such remedy shall be implemented promptly.
- B. 2. m. If no agreement is reached within 10 working days of issuance of the draft remand instructions referred to in B.2.k. above, the University Representative

shall issue instructions for the remanded evaluation with copies to the grievant and the AAUP-AFT. Such remand shall be implemented promptly and shall be fashioned to remedy identified defects. The instructions shall constitute the 30-day notice, pursuant to Article 14 of this Agreement.

- B. 2. n. If the grievant alleges that the University Representative's instructions for the remand procedure do not correct the defects found by the Grievance Committee, the grievant may request in writing, within five working days of receipt of the instructions, that the Senior Vice President for Academic Affairs or his/her designee meet with the grievant and his/her grievance advisors, the University Representative and his/her advisors, and the grievance committee to discuss the remand instructions, after which he/she will provide a binding decision to the University as to whether or not the instructions eliminate the defects found by the Grievance Committee. The remand shall then be implemented promptly. The remand procedure may not be challenged in any other way until it has been implemented by the University and a decision on the re-evaluation has been made.
- B. 2. o. In a remanded evaluation, items listed on the original Form 1 may be updated by an addendum to Form 1 to reflect changes in status in those items. No changes may be made in the original Form 1.
- B. 2. p. Any individual or any representative of a body against whom allegations are brought may be present at the hearing, unless the grievant objects. If, however, the grievant is represented or assisted by a member of his/her own department, he/she may not object to the presence of a department member or any other member of the negotiations unit against whom an allegation has been made. In addition, other observers of the hearing are permitted with the consent of the grievant and the University representative.
- B. 2. q. Either party may tape record the proceedings of the hearings, but the tape shall not constitute an official record. The tape may be used only in the grievance hearing or for the purpose of preparing the case and may not be used for any other purpose or in any other forum.
- B. 2. r. Each grievance shall be considered de novo, and no decision or finding from one grievance may be introduced or referred to as precedent in any other grievance. However, a grievant shall be permitted to introduce as evidence in a grievance proceeding the decision in a prior grievance filed by him/herself.

C. Confidentiality

The University and the AAUP-AFT have a vital interest in confidentiality in order to preserve the impartiality of the process, the reputation of the institution, and the peace of

the academic environment. Therefore, all participants in a grievance proceeding have an obligation to maintain strictly the confidentiality of that proceeding.

- C. 1. The grievance statement, University response, associated documents, identities of witnesses, and evidence presented at the hearing shall be kept confidential by all concerned, except that the grievant or the University may make disclosure only to the extent necessary and only to potential witnesses and/or persons against whom allegations have been made and/or persons the party has reason to believe may be able to assist in the preparation and/or presentation of that party's case. Such disclosure shall be limited in scope to those aspects of the case the party has reason to believe are relevant to disclosée's potential testimony or other assistance.

The University shall be permitted to share the original grievance filing, Reviewing Officer decisions, filings with the Permanent Referee, and Permanent Referee decisions, or other grievance documents, with University officers, academic unit officers, and department and program officers in whose unit(s) the grievance arises and who have a need to know. Neither party shall be permitted to reference grievance allegations that have not been accepted as cognizable during the course of the grievance hearing.

The form and content of such disclosure shall be sensitive to the concerns outlined above, and shall in no case include providing tape recordings or transcripts of the proceedings to persons other than the Grievance Committee members, grievant, counselor, co-counselor, university representative, and his/her designated assistant.

Each witness to whom disclosure is made shall be identified to the other party before that witness's testimony is given.

Each person to whom disclosure is made shall be provided, prior to disclosure, a copy of this confidentiality provision and the no reprisals provision (G.2.), and shall not use the information about the grievance for any other purpose.

- C. 2. The grievance proceeding shall be conducted in confidence, including only those agreed to by the participants in the process specified in the procedures set forth in this Article and such observers as may be mutually agreed to by the grievant and the University Representative.
- C. 3. During the course of the grievance (from the filing of the letter of intent through the Appeals Board decision) there shall not be exerted or caused to be exerted, pressure on any individuals involved in the grievance.

An allegation of a violation of confidentiality shall be made to the Grievance Committee which shall render a binding decision concerning the propriety of the breach and continuing participation of any participant, except the grievant, who, in the judgment of the committee, has violated confidentiality.

D. Settlement of Procedural Questions Arising During a Grievance Committee Hearing

- D. 1. A question arising during the processing of a grievance under this procedure concerning the interpretation and/or application of this procedure may be raised by the grievant or the University Representative as a matter for determination by the Grievance Committee.
- D. 1. a. In the event the Grievance Committee declines to determine the matter or the grievant or the University Representative is not satisfied with the soundness of its interpretation and/or application, that procedural issue shall be referred to the Permanent Referee, in accordance with Section D.3. below.
- D. 1. b. If such issue is referred to the Permanent Referee, the grievant and/or the University Representative may request that the hearing be suspended pending his/her review.
- D. 1. c. If suspension is not requested, the hearing may proceed to consider matters on which no issue of interpretation or application of this procedure has been raised.
- D. 1. d. A ruling made by the Grievance Committee on the interpretation or application of this procedure that is not referred by the grievant or the University Representative to the Permanent Referee at the time of such ruling shall be binding for this and only this case.
- D. 2. A question concerning a matter of procedure not specifically addressed by this procedure shall be referred within five working days of the date the issue arose to the parties to this Agreement (AAUP-AFT and the University) for a joint determination that shall amend the procedure on this question.
- Should the AAUP-AFT and the University fail to reach such agreement within five working days of submission to them, the question may be submitted to the Grievance Committee by either party for an ad hoc procedure to be implemented in the instant case as a reasonable solution to the issue at hand. Any such ad hoc procedure shall not be a precedent in any other case. The Grievance Committee shall render a decision within seven working days of the date the matter was submitted to it.
- D. 3. The Permanent Referee shall have the authority to make binding decisions on the interpretation and/or the application of provisions of this procedure where such issues are referred to it under the provision of D.1. Matters so referred shall be handled as follows:
- D. 3. a. The grievant and/or University Representative shall submit their respective claims in writing to the parties to the Agreement (AAUP-AFT and the

University) within two working days of the date the issue arose. The parties shall each prepare a written position on the issue to be forwarded to the Permanent Referee, with each party copying the other, within five working days of receipt of the statement of claim.

- D. 3. b. Either the AAUP-AFT or the University may request a hearing on the matter before the Permanent Referee. Such request shall be made at the time of the party's submission of its position to the Permanent Referee.
- D. 3. c. If no hearing is requested, the Permanent Referee may request a meeting with the parties to this Agreement to discuss the matter. Any hearing or meeting shall take place within five working days of the Permanent Referee's receipt of the parties' submissions.
- D. 3. d. The Permanent Referee shall render his/her decision on the matter within seven working days of the receipt of the parties' submissions. A ruling by the Permanent Referee on the interpretation and/or application of this Agreement shall be binding on the grievant, the University and the AAUP-AFT.
- D. 3. e. The decision of the Permanent Referee shall be rendered in accordance with law and shall be within the scope of his or her authority as provided in this procedure.

E. Appeals of Remanded Evaluations

- E. 1. Letters of intent to grieve and grievance statements, as defined in B. above, shall be filed with the Office of Academic Labor Relations in accordance with the schedule and provisions therein.
- E. 2. Within 25 working days of receipt of the final grievance statement (after all allegations submitted have been vetted by the Reviewing Officer and, if applicable, Permanent Referee) the Office of Academic Labor Relations shall forward a written response to the particulars of the grievance to the grievant and to the AAUP-AFT. At the same time, the University shall forward the grievance statement and the University's response to the grievance to the Faculty Appeals Board, if constituted. The University's response shall address each allegation and shall identify and attach, if possible, any documents pertinent to the grievance. The University shall also forward, at the same time, the grievant's reappointment/promotion packet, and make available to the Appeals Board, the external confidential letters of evaluation, and, if the Faculty Appeals Board so requests, shall also make available the supplementary materials to the reappointment/promotion packet.
- E. 3. If the grievant intends to request documents and/or other information from the University, he/she shall do so, in writing, on the appropriate form with the grievance filing. Reasonable requests for information may also be made in writing, prior to

and/or after the filing of the grievance statement. All such requests shall explain the relevance of the requested information or documents to the alleged violations.

- E. 4. External confidential letters of evaluation shall not be made available to the grievant or to his/her advisors, or to the University Representative for the purpose of this proceeding. The Faculty Appeals Board shall exercise all due diligence in protecting the confidentiality of the external letters and shall return all copies of the promotion packet and the external confidential letters to the University Representative once the Board has rendered its decision.
- E. 5. The Faculty Appeals Board shall make a good faith effort to meet to hear the appeal no later than within one month of receipt of the material specified in E.2. above. If there is more than one grievance before the Appeals Board, priority shall be given to hearing and deciding grievances in which the grievant's employment is due to terminate. If the Faculty Appeals Board deems the caseload to warrant it, the Board may constitute, from among its members, two or more three-member panels. Generally, the Faculty Appeals Board will review only the written record, except that the grievant, at his/her request, shall have the right to appear before the Board for up to one hour for the purpose of presenting his/her case and answering any questions the Board might have. The grievant may be accompanied by his/her AAUP-AFT representative. The University Representative and his/her advisor shall be present and shall have the opportunity to respond. At its sole discretion, the Board may request from the grievant or the University Representative additional materials or oral or written explanations.
- E. 6. The Faculty Appeals Board shall render a decision in writing on a form appropriate to its finding. Such form shall be agreed upon by the AAUP-AFT and the University.
- E. 6. a. The Board may deny the grievance. A denial of the grievance is final and binding on the grievant, the AAUP-AFT, and the University, and no further grievance or appeal may be made by the faculty member. This finding shall be forwarded immediately to the AAUP-AFT by the University.
- E. 6. b. The Board may order a remanded evaluation. An order for a remanded evaluation is binding on the grievant, the AAUP-AFT, and the University, and, if a remand is ordered, the Faculty Appeals Board shall provide advice to the University in structuring the remand. This finding shall be forwarded immediately to the AAUP-AFT by the University.
- E. 6. c. The Board may recommend to the Promotion Review Committee that the faculty member receive reappointment, promotion, and/or tenure. This recommendation must be considered by the President along with all other recommendations of the Promotion Review Committee. Such recommendation, made on the appropriate form, shall evaluate the candidate's performance in each of the applicable criteria and shall include the Faculty Appeals Board's rationale for the recommendation. Notification

that such recommendation has been made shall be forwarded immediately to the AAUP-AFT by the University.

The recommendation of the Faculty Appeals Board must be considered by the Promotion Review Committee. The Promotion Review Committee's written recommendation to the President shall explicitly address the Board's recommendation.

The President shall consider the Faculty Appeals Board and Promotion Review Committee's recommendations along with all other recommendations of the Promotion Review Committee. The recommendation of the PRC, subject only to recommendation by the President and action by the Board of Governors, shall be final and binding on the grievant and the AAUP-AFT, and no further grievance or appeal may be made by the faculty member.

F. Composition and Selection of Permanent Referee, Grievance Committees and Faculty Appeals Board

F. 1. Permanent Referee

The University and the AAUP-AFT shall jointly select a professional arbitrator who shall serve as the Permanent Referee for a period of 12 months, beginning in the month of April of each year. The Permanent Referee shall be jointly briefed by the University and the AAUP-AFT at the beginning of his/her appointment.

The fees of the Permanent Referee shall be borne equally by the University and the AAUP-AFT.

F. 2. Grievance Committees

- F. 2. a. Grievance Committees shall be composed of 3 tenured faculty negotiations unit members at the rank of Associate Professor or above, who are 100% in negotiations unit titles, selected at random from the pool that includes the unit in which the grievance arose, except that no person shall serve on a Grievance Committee for a case in which he/she has participated in the evaluation process, nor shall any person be obligated to serve on a grievance committee more than once every three years. A faculty member who holds a 100% negotiations unit title while performing the duties of an assistant or associate dean shall be removed from a grievance committee at any time before the grievance committee has rendered a written decision unless the grievant chooses to go forward. The AAUP-AFT shall notify the grievant of the committee's membership.

The University and the AAUP-AFT shall jointly agree to the units comprising each of the grievance pools.

- F. 2. b. Each Grievance Committee shall be constituted as soon as reasonably practicable following the filing of the final grievance statement. Within ten working days of constitution of the Committee, the grievant may challenge, in writing and stating the reason, the participation of any Grievance Committee member for cause. Such a challenge shall be directed to the University Representative by the AAUP-AFT. If the University and the AAUP-AFT cannot resolve the matter, it shall be referred to a faculty member selected jointly each year by the AAUP-AFT and the University. This individual shall receive only the grievant's written challenge and the University's written response, a copy of which shall be provided to the AAUP-AFT. The grievant may, within ten working days, provide a written rebuttal limited to points raised in the University response. The jointly selected faculty member shall render a final and binding decision within eight working days and shall notify the faculty member in case of removal.
- F. 2. c. The members of each Grievance Committee shall designate one of their members as chairperson of the Committee.
- F. 2. d. Faculty members selected to serve on a Grievance Committee shall participate in a joint University-AAUP-AFT briefing before being empaneled. The purpose of the briefing is to ensure that the Committee members understand the procedure and their role in the grievance process. Only persons who have participated in a briefing may serve on a Grievance Committee.
- F. 3. Faculty Appeals Board

The Faculty Appeals Board shall consist of five members from among the tenured faculty of the University, appointed by the President in the spring of each year if needed for the following academic year. The AAUP-AFT may provide advice to the President on membership of the Faculty Appeals Board prior to July 1. The members of the Faculty Appeals Board shall select their own chair and a vice-chair. Decisions of the Faculty Appeals Board shall be by majority vote of the members participating in the particular proceeding. At least three of its members must participate in any proceeding. No person shall serve on the Faculty Appeals Board for a case in which he/she has participated in the evaluation process.

The AAUP-AFT shall notify the grievant of the Board's members. If a grievant wishes to challenge for cause the participation of any member of the Faculty Appeals Board, he/she shall do so in writing within ten working days of the constitution of his/her Board, explaining the reason at the time of filing the grievance statement. The parties shall attempt to resolve the challenge informally. If the matter cannot be resolved informally, the chair of the Faculty Appeals Board shall make a final and binding determination as to whether or not to accept the challenge.

If the challenge is directed against the chair, the vice-chair shall make a determination about the challenge and shall act as chair for that particular proceeding.

- F. 4. There shall be no ex parte communication with the members of the Faculty Appeals Board under any circumstances.

Scheduling of the Faculty Appeals Board hearings shall be done by the Office of Academic Labor Relations. The Office of Academic Labor Relations shall assist the Faculty Appeals Board with respect to the production and distribution of their written decision. If any panel of the Faculty Appeals Board needs support services beyond those specified above, the request shall be presented at the same time to the Office of Academic Labor Relations and the AAUP-AFT's Grievance Administrator, and the parties shall forthwith jointly address the request.

G. Miscellaneous

- G. 1. Grievance Committees do not have the authority to substitute their judgment for the academic judgment of persons charged with the responsibility for making such judgment. Further, neither the Grievance Committees nor the Faculty Appeals Board shall have the authority to amend, alter, or in any way change a provision of this Agreement, a University Policy, or an established practice of the University.

- G. 2. No reprisals shall be taken against any grievant, advisor, witness, or member of a Grievance Committee or the Faculty Appeals Board for participation in the grievance process. Claims of any such reprisals shall be grievable under Article 9, Category One.

- G. 3. If a Grievance Committee finds for the grievant, the grievant shall receive a twelve-month extension of employment beginning July 1 following the decision.

If the Faculty Appeals Board either orders a remand for the grievant or recommends to the Promotion Review Committee that the faculty member receive reappointment, promotion and/or tenure, the grievant shall receive a twelve-month extension of employment beginning July 1 following the decision.

- G. 4. A grievant shall not be evaluated while an Article 10 grievance is pending.

- G. 5. It is the understanding of the AAUP-AFT and the University that all parties to the grievance procedure, including the Grievance Committee, the grievant, the grievant's representatives, the University's Representatives, and witnesses presented by the grievant and the University, are charged with the responsibility for cooperating in the scheduling and hearing of the grievance in an expeditious manner.

- G. 6. There shall be no ex parte communication regarding the substance of the grievance with the Grievance Committee or with the Faculty Appeals Board by the grievant, the University Representative, or their advisors, the AAUP-AFT, or the University administration.
- G. 7. This Article 10 grievance procedure, whether or not pursued, shall constitute the sole and exclusive right and remedy of bargaining-unit members for all claims cognizable under this procedure. Decisions by a Grievance Committee or the Faculty Appeals Board as provided for in this Article 10 grievance procedure shall be considered a binding and final settlement of the grievance. The exclusivity of remedies and exhaustion of procedures provided for above are not intended nor shall they apply to rights of individual bargaining-unit members that arise from sources independent of this Agreement, University policies, agreements, administrative decisions, or regulations. Nothing in this provision shall be construed or implied as a waiver by the University of the defenses of exhaustion of remedies or exclusivity of the grievance procedure.
- H. Time Limits
- H. 1. For the purpose of this procedure, "working days" are all days on which the administrative offices of the University are officially open for business as specified in the administrative calendar.
- H. 2. Grievances submitted from New Brunswick shall be delivered to the Office of Academic Labor Relations, in which case the delivery date will establish the timeliness of the filing. Grievances submitted from the Camden and Newark campuses as well as other locations outside New Brunswick shall be sent by United States mail to the Office of Academic Labor Relations, in which case the postmark date will establish the timeliness of filing. Electronic and fax transmissions submitted to the designated e-mail address or fax number of the Office of Academic Labor Relations are acceptable. The date of the email to Office of Academic Labor Relations shall be the date of the filing of the grievance.
- H. 3. Requests for extensions of any of the time limits specified in this grievance procedure may be granted only by mutual agreement of the University and the AAUP-AFT.
- H. 4. If a member of the negotiations unit intends to file an appeal to the Faculty Appeals Board and it is likely that his/her employment with the University would terminate prior to the date of a decision by the Faculty Appeals Board if the normal time schedule set forth in these procedures were followed, the grievant shall have the opportunity to utilize an accelerated schedule, as set forth below:
- H. 4. a. The grievant must notify the Office of Academic Labor Relations in writing of his/her intent to file a grievance within ten working days of the date on which

the AAUP-AFT receives notification of the negative personnel action and must indicate that he/she is utilizing the accelerated schedule.

- H. 4. b. Within 20 working days of the date of the letter of intent to file, as specified in H.4.a. above, but no later than ten working days prior to June 21, the grievance statement, as defined in A. 3. above, shall be filed with the Office of Academic Labor Relations.
- H. 4. c. Within ten working days of receipt of the grievance statement, but no later than June 21, the University shall forward the materials specified in section E.2. above.
- H. 4. d. The Faculty Appeals Board shall make a good faith effort to meet to hear the appeal within five working days of receipt of the material specified in E.2. above. If possible, the Faculty Appeals Board will render its written decision within five working days of its meeting. If that is not possible, the Faculty Appeals Board will render an oral decision within five working days and will render its written decision within ten working days, but no later than June 30.
- H. 4. e. If the grievant fails to meet any deadline set forth in this accelerated procedure, he/she shall lose all right to utilize it, and the grievance shall be heard in accordance with the regular time schedule set forth in this Article 10 grievance procedure.

## 11 - NTT GRIEVANCE PROCEDURE FOR DENIAL OF REAPPOINTMENT AND/OR PROMOTION

The purpose of this Article is to help ensure the integrity of the reappointment and promotion process for Non Tenure Track (NTT) faculty, to provide a process for determining whether evaluations resulting in negative personnel actions were procedurally flawed, and to provide remedies in cases where such procedural flaws are found. Disagreement with the academic judgment of any evaluator or evaluative body is not considered a flaw and is not cognizable. For purposes of this grievance procedure, writers of letters of evaluation (including user and/or peer letters in Libraries cases) are not considered evaluators.

The procedures set forth below are the established avenues for NTT grievances related to denial of reappointment and/or promotion under the University's "Appointments, Reappointments and/or Promotions of Non-Tenure Track Faculty" procedure or the "Academic Promotion Instructions" for non-tenure track faculty and librarians.<sup>7</sup>

### A. Definition of a Grievance

1. A grievance pursuant to this procedure is an allegation that, in the course of evaluation for reappointment and/or promotion, there occurred:

- a. A material<sup>8</sup> procedural violation of University policies and/or procedures related to reappointment and/or promotion considerations for non-tenure track faculty, and/or appointment of law school faculty to long-term presumptively renewable contracts. This includes but is not limited to the Academic Promotion Instructions for Non-Tenure Track Faculty (Libraries and non-Libraries) and/or their appendices; the Appointments, Reappointments and/or Promotions of Non-Tenure Track Faculty procedures, and established practices<sup>9</sup> related to reappointment/promotion considerations of non-tenure track faculty, and/or appointment of law school faculty to long-term presumptively renewable contracts;
- b. Discrimination or Enmity by an evaluator or an evaluative body against the grievant;
- c. A material<sup>8</sup> factual inconsistency<sup>10</sup> in the narrative of an evaluator or evaluative

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<sup>7</sup> If a grievance alleges anything other than the grounds as specified in Section A.1(a) - Section A.1.(d), it shall be submitted and handled in accordance with the procedures specified in Article 9 of this contract. Grievances alleging discrimination on the basis of any protected classification identified in Article 4 shall follow the process outlined in Appendix E. In no case is a grievance concerning non-reappointment or denial of promotion of NTT faculty governed by or cognizable under Article 10 of the parties' collective agreement.

<sup>8</sup> A procedural violation or factual inconsistency is considered material if it had an important influence or effect upon the evaluation.

<sup>9</sup> "Established Practice" within the meaning of this procedure is one which is not inconsistent with either a University Policy or a provision of the parties' collective agreement.

<sup>10</sup> For purposes of this grievance procedure, "factual inconsistency" does not mean disagreements with or between the academic judgment of any evaluator or evaluative body.

body with the record as presented in the candidate's packet;

d. The evaluation was not in accord with i) the criteria for reappointment or promotion as set forth in the University Policy with Respect to Academic Appointments and Promotions; ii) the criteria for reappointment or promotion established by departments or units; iii) the criteria for reappointment or promotion set forth in the faculty member's letter of appointment; or iv) the criteria for appointment of law school faculty to long-term presumptively renewable contracts.

B. The Grievance Procedure

1. Grievances shall be presented on a form jointly agreed to by the University and the AAUP-AFT within the timeframes established below.

2. The timeframes established below may be extended by mutual consent between the AAUP-AFT and the Office of Academic Labor Relations.

3. "Working days" are all days on which the administrative offices of the University are open for business as specified in the administrative working calendar.

4. For purposes of this procedure, the University representative, the University representative's advisors and the grievant's advisors shall be employees of the University or of the AAUP-AFT, unless the parties agree to waive this requirement in individual instances.

5. A grievance under this Article must be filed by a faculty member with the Office of Academic Labor Relations within twenty (20) working days from the date on which the AAUP-AFT received written notice of a faculty member's non-reappointment and/or denial of promotion. Such grievances shall be logged in as to the date of receipt and a copy forwarded within one working day to the AAUP-AFT. At the time of filing, the grievant shall identify his/her advisor(s) on the grievance form and provide contact information.

6. If the grievance is timely filed and alleges one or more of the violations set forth in Sections A.1(a) through A.1(d) above, a grievance committee shall be convened.

C. The Constitution of the Grievance Committee and the Processing of the Grievance

1. Lists identifying two Grievance Committee pools will be provided to each campus Chancellor's office annually. "Pool One" shall be constituted from among all campus tenured faculty. "Pool Two" shall be constituted from among all NTT campus faculty at or above the rank of Associate Professor with at least five (5) consecutive years of full-time service as an NTT faculty member at the university. University Human Resources will randomly select twenty (20) faculty members from the appropriate population in order to constitute Pool One, and ten (10) faculty members from the appropriate population in order to constitute Pool Two. The random process to be utilized will be jointly agreed to by the University's Office of Academic Labor Relations and the AAUP-AFT. The randomly

selected faculty members for each pool will then be listed in the order in which their names were selected.

2. For each grievance that is timely filed and that alleges one or more of the violations set forth in Sections A.1(a) through A.1(d) above, two individuals will be selected in numerical order from Pool One and one individual will be selected in numerical order from Pool Two.
3. No faculty member shall serve on a grievance committee for a case in which he/she has participated in the evaluation process.
4. Committee members shall be notified of their selection by a joint letter from the University and AAUP-AFT. At the same time, a copy of the grievance shall be sent to each committee member along with a copy of this grievance procedure, the grievant's reappointment/promotion packet (excluding confidential letters of evaluation), and a copy of the "Grievance Committee Findings and Recommendation Form"<sup>11</sup>. The AAUP-AFT shall inform the grievant of the committee selection.

When possible, the letter of notification to the Committee will include identification of the University Representative and advisor(s) together with contact information; in all other cases, the Committee and AAUP-AFT will be subsequently notified of the identification of the University Representative and advisor(s) and their contact information.

5. The Committee members shall designate among themselves a member to serve as committee chair. The Committee Chair shall be responsible for scheduling a meeting with the grievant, his/her advisors, the University's representative and the University representative's advisors. The grievance committee shall make a good faith effort to meet to hear the grievance within fifteen (15) working days from notice of selection as set forth in 4 above.
6. The grievant and the University representative may each be assisted by up to two (2) advisors at this meeting. There shall be no ex parte communication with members of the grievance committee under any circumstances.
7. The grievance meeting is intended to provide an opportunity for the grievant to present his/her grievance and to answer any questions the committee may have. The grievant (or his/her advisors) and the University's representative shall be allowed up to one hour each to address the committee for a total meeting time of two hours unless the committee agrees to allow additional time. The meeting shall only address the allegations included in the grievance statement.
8. Within five (5) working days of a meeting, the grievance committee shall make a good faith effort to render its decision on the "Grievance Committee Findings and

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<sup>11</sup> The "Grievance Committee Findings and Recommendation Form" shall be jointly developed and agreed to by the University's Office of Academic Labor Relations and the AAUP-AFT.

Recommendation Form.” The committee chair will be responsible for distribution of the completed form to the grievant, the AAUP-AFT, the Chancellor, the Dean or Director of the unit, and the Office of Academic Labor Relations.<sup>12</sup>

9. The grievance committee’s role is limited to determining if the alleged violation has been proven by a preponderance of the evidence. For each allegation sustained by the grievance committee, the committee shall identify who committed the specific violation and which level of evaluation was affected by the violation. The grievance committee shall not make judgments as to whether the grievant should receive reappointment and/or promotion.
10. If the grievance committee sustains one or more of the allegations it shall order a remand, which is the sole and exclusive remedy under this procedure. The grievance committee shall provide its recommendation to correct the defect(s) identified in the sustained allegation(s) and may provide any additional commentary and analysis it deems appropriate.

If the grievance committee does not sustain any of the allegations, the grievance is considered denied and no further action shall be taken.

#### Remand Process:

- A. The remanded evaluation shall be conducted on the basis of the materials that were used in the original evaluation, except as appended to or corrected upon written agreement between the grievant and the University. If no agreement is reached within seven (7) working days, the University Representative shall issue instructions for the remanded evaluation, with copies to the grievant and the AAUP-AFT.
- B. The remanded evaluation shall be completed and the grievant notified of the final decision related to the reappointment/promotion prior to the end date of the grievant’s appointment.
- C. The outcome of remanded evaluations are final and binding and not subject to this or any other grievance or appeal process.
- D. Evaluators against whom allegations of discrimination or enmity have been sustained shall be excluded from a remanded evaluation.

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<sup>12</sup> The Findings and Recommendation Form provided to the committee will include appropriate contact information.

## 12 - TEACHING ASSISTANTS/GRADUATE ASSISTANTS

### A. Notification of Criteria for Appointment and Reappointment

Academic departments that have employed Teaching Assistants and Graduate Assistants in each of the previous three semesters shall provide notice in writing of the departmental criteria for such appointments or reappointments. Individual contract letters shall be issued to Teaching Assistants and Graduate Assistants upon appointment and reappointment and, pursuant to the above provision, where written criteria for appointment or reappointment exist, they shall be included with the appointment letter.

The letter offering appointment or reappointment will include the following information, to the extent known at the time of the appointment letter.

- Appointment title
- Appointment ratio
- Effective dates and duration of appointment
- Hiring unit
- Hiring unit contact
- A summary of the nature of required duties
- Salary
- Health and other applicable benefits
- Costs of tuition or fees that are required as a condition of employment, if any
- Tuition and fee waiver or exemption information
- Response requirements, if any
- A statement that the position is covered by this collective agreement
- The current collective agreement website address
- The address of the Rutgers AAUP-AFT's website

The appointment letter is advisory and cannot be the basis for a grievance under Article 9 of this Agreement. The letter may be used as evidence in a grievance based on a claim that arises independent of the letter.

Effective the Spring Semester 2020, full-time PhD students who are paid a salary by Rutgers University to teach courses in a Rutgers University academic program during an academic year, and prior to the PhD student's admission to candidacy, or through the completion of the fifth year of the doctoral program, whichever is sooner, shall be appointed only as Teaching Assistants for such assignments.<sup>13</sup>

The University shall continue to encourage all departments and programs when appropriate to appoint full-time graduate students as full-time teaching and graduate assistants.

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<sup>13</sup> This provision of Article 12 is not a definition of or limitation on the duties or assignments that constitute TA or GA negotiations unit work.

The administration shall provide to the AAUP-AFT by August 15 of each year evidence of how this encouragement has been carried out during the previous academic year.

B. Notice of Reappointment

All currently employed Teaching Assistants and Graduate Assistants shall be notified by the University in writing of their status for the coming academic year on or before April 30 for Fall semester appointments and October 31 for Spring semester appointments. Notification shall be either a) reappointment, or b) non-reappointment, or c) waiting list, with reappointment contingent upon the availability of funding or the meeting of other previously established and announced criteria. Departments shall be encouraged to minimize the use of the waiting list option, where academically feasible. Notification of non-reappointment shall include written explanation of the reasons. Notification of waiting-list status shall indicate if reappointment is contingent upon the availability of funding or the meeting of other previously established and announced criteria that shall be specified in the notice, or both. If notification is of waiting-list status, a graduate student shall be further notified of the number of Teaching Assistants and Graduate Assistants employed in the department in the current year and the number of appointments already offered in the department for the coming year. The names of those individuals who receive notification of non-reappointment shall be forwarded to the AAUP-AFT within 20 working days of the notice of non-reappointment.

A graduate student who is placed on a waiting list shall be notified as soon as possible of a change in his/her status. Upon request by a graduate student on the waiting list he/she shall receive a second notification in writing from the department, on or before June 30, of the number of appointments already offered in the department for the coming year.

C. Workload

The professional activities of TAs and GAs are of such a nature that the output produced or the result accomplished is difficult to precisely measure in relation to a given period of time. In determining the amount of time expected for a teaching assignment, consideration shall be given to such factors as type of instruction, number of students instructed, and all other factors, including those specific to the course or group of courses to which the instructional duty expectations apply. For both Teaching Assistants and Graduate Assistants, weekly fluctuations above and below the hours referred to in this Article 12 are expected. No TA or GA will be instructed to work more total hours for the term of appointment than stipulated in this article.

Teaching Assistants who have responsibility for a course shall normally be notified in writing at least four weeks prior to the beginning of the semester of their assignment for the coming year. All other Teaching Assistants and all Graduate Assistants normally shall be notified of their assignments at least five working days before the first day of classes. It is understood that unexpected circumstances may require modification of assignments. If a Teaching or Graduate Assistant's assignment is changed substantially subsequent to notification, the appropriate unit will provide notification in writing of the change. Graduate students may, at the time of their

application for a Teaching Assistant position, indicate any preference they have with regard to teaching assignments.

Although it is understood that weekly workload will fluctuate during the term of appointment, a Teaching Assistant with a full-time appointment shall be required to work no more than an average of fifteen hours per week during the term of appointment on specifically assigned duties related to his/her appointment, excluding non-TA-related activities associated with academic progress toward the degree. A Teaching Assistant with less than a full-time appointment shall work a prorated portion of a full-time appointment on specifically assigned duties related to his/her appointment, excluding non-TA-related activities associated with academic progress toward the degree.

Although it is understood that weekly workload will fluctuate during the term of appointment, a Graduate Assistant with a full-time appointment shall be required to work no more than an average of fifteen hours per week during the term of appointment on specifically assigned duties related to his/her appointment, excluding work associated with academic progress toward the degree. A Graduate Assistant with less than a full-time appointment shall work a prorated portion of a full-time appointment on specifically assigned duties related to his/her appointment, excluding work associated with academic progress toward the degree.

The parties recognize that informal discussion may be the most effective way to resolve problems in assignment of duties. If at any time over the course of an appointment, a Teaching Assistant or Graduate Assistant reasonably believes that his/her specifically assigned duties routinely require hours that will cumulatively exceed the hours of effort required by the appointment percentage over its full term, he/she may raise the matter with the department chair, unit head, or appropriate graduate director. The department chair, unit head, or appropriate graduate director may reject the claim, or direct either an adjustment in specifically assigned duties or, pending availability and approval of funding, an adjustment in the appointment. If no satisfactory resolution is achieved, the matter may be raised as a Category Two grievance under Article 9 of this Agreement.

This Agreement should not in any way be construed as imposing a limit on the amount of academic work necessary for a student to make satisfactory academic progress toward his/her degree.

Claims of violations of the above provisions shall be heard as Category Two grievances under Article 9 of this Agreement.

#### D. Term of Appointment

The term of the work year for Teaching Assistants and Graduate Assistants with academic year appointments is from August 25 to Commencement, or an equivalent period. However, the terms of appointment for such Teaching and Graduate Assistants shall be set forth as September 1 to June 30 for payroll purposes only. The period of the work year prior to September 1 shall be

used solely for orientation, training, and preparation related to the Teaching or Graduate Assistant's assignment.

The term of the work year for Teaching Assistants and Graduate Assistants with calendar year appointments is the entire year, with the exception of a vacation of one month.

E. Training

All Teaching Assistants shall be required, as appropriate, to participate in a teaching-effectiveness workshop or workshops. Such workshops shall be designed and conducted by the Graduate Schools and, when appropriate, by individual departments and programs that utilize Teaching Assistants, or by groups of related departments and programs. Such programs shall be offered at a time that is within the term of the work year.

Where possible and consonant with departmental practice, the University shall provide reasonable access to facilities, services such as copying and printing for assigned duties, texts and instructional support required for the position. Examples of access and instructional support that may be provided include, but are not limited to:

1. Office and desk space and telephone;
2. A computer with internet access;
3. Storage and laboratory space;
4. Mailbox;
5. Office supplies;
6. Texts and/or reading material;
7. Access to photocopying for necessary course materials; and
8. Printing facilities.

F. Tuition Reduction Program

As provided for in Section 117(d) of the Internal Revenue Code, there shall be a qualified tuition reduction program which provides qualified tuition reduction to Teaching and Graduate Assistants covered by this agreement. Pursuant to that program, there shall be no required college fee or computer fee, except that in the case of a part-time TA/GA who is a full-time student, the educational assistance shall be limited to the amount of the applicable full-time college fee less the amount of the part-time college fee applicable to the student's school or college, plus the computer fee.

Required student fees paid by part-time teaching assistants and graduate assistants may be paid by way of bi-weekly payroll deduction.

G. Information

1. Sixty (60) calendar days after the end of each semester (beginning with the end of the fall semester 2019) the University shall provide the AAUP-AFT with the

following information for each full-time graduate student (employed by the University in a position that compensates the graduate student for an average of 8 or more hours of work per week over the course of a semester) who is not in TA or GA position: (a) name; (b) employing department/unit/school; (c) number of hours worked during each week of the semester; and (d) a description of the work performed by the employee.

2. If the AAUP-AFT asserts that any of the graduate students identified in the information provided pursuant to paragraph 1 above should have been classified as a TA/GA during the semester for which the information was provided, the AAUP-AFT may identify those students to Academic Labor Relations, along with the information upon which it relies in support of its position.
3. If Academic Labor Relations determines that any full-time graduate students employed by the University should have been in a TA or GA position for the work performed, Academic Labor Relations shall notify the AAUP-AFT and the department/unit in which the graduate student was employed.<sup>14</sup> Further, Academic Labor Relations shall advise the department/unit that if it is going to employ a graduate student in a subsequent semester, performing the same role as the graduate student worked in the semester at issue, the department shall employ the graduate student as a TA/GA.

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<sup>14</sup> The time for filing a grievance alleging the improper classification of a graduate student employed by the University shall run from the date of receipt of information by the AAUP-AFT pursuant to section H of this Article.

### 13 - EXPEDITED APPEAL OF DENIAL OF TENURE

The Promotion Review Committee (PRC) will complete tenure evaluations on a schedule permitting all candidates for tenure to be notified in April of each year, following the meeting of the Board of Governors. Unsuccessful candidates for tenure who have been evaluated by the PRC may file an Expedited Appeal of the denial of tenure directly to the PRC. If a candidate utilizes this expedited appeal process, the candidate waives the right to grieve the decision through the Article 10 grievance process.

Tenure packets including all written evaluations and excluding external confidential letters will be forwarded to the home addresses of unsuccessful tenure candidates within three working days of the April Board of Governors meeting. A registered mail receipt or confirmation of delivery to the home address shall be retained and actual receipt of the tenure packet by the candidate him/herself is not required to meet this delivery requirement.

Within 15 working days of the date the tenure packet is delivered as referenced above, the candidate may submit a statement of appeal to be considered by the PRC. The PRC may extend the time by which the statement of appeal must be submitted for good cause. In the statement of appeal, the candidate may set forth the reasons why he/she believes the evaluation process was defective and/or why he/she disagrees with the decision rendered by the PRC. The candidate is not precluded from including in the appeal any information or material he/she wishes to be considered.

The PRC shall consider the statement of appeal plus attachment(s), if any, and the original promotion packet, accompanied by the original supplementary materials and will take one of the following actions:

1. Recommend promotion or reappointment with tenure. Said recommendation shall be forwarded to the Board of Governors in time for action at the June Board of Governors meeting in the same year. The candidate shall be informed of the outcome as soon as reasonably possible following the action of the Board of Governors. The recommendation of the PRC, subject only to recommendation by the President and action by the Board of Governors, shall be final and binding on the appellant.
2. Remand the packet. If the PRC determines to send the packet back to an earlier level for re-evaluation, it shall set forth the reasons and instructions for the remand in a written statement that will be appended to the packet along with the candidate's Statement of Appeal plus attachment(s), if any. The candidate shall be notified no later than June 30 that a remand will take place during the following academic year and shall receive a copy of the PRC's statement that is to be appended to the packet. The candidate shall receive a twelve-month extension of employment beginning July 1 following the PRC's decision to remand the packet.

If the candidacy is successful on the remanded evaluation, the reappointment or promotion with tenure shall be effective on July 1 of the year the reappointment or promotion with tenure would have been effective had the candidacy originally been successful.

If the candidate is not tenured on the remanded evaluation, he/she shall enjoy the rights and privileges applicable to a candidate rejected after the initial evaluation and shall not be precluded from filing an Article 10 grievance or an Article 13 expedited appeal to the PRC.

3. Deny the appeal. If the PRC denies the appeal, it shall notify the candidate on the date of the June Board of Governors meeting and no further grievance or appeal process will be available.

## 14 - REAPPOINTMENT/PROMOTION OF TENURED AND TENURE-TRACK FACULTY

The University will furnish to the AAUP-AFT each year, at least 15 working days prior to distribution, a copy of all material contained in the Academic Reappointment/Promotion Instructions. All candidates shall be notified by the chair/unit director of the URL where the current Academic Reappointment/Promotion Instructions can be accessed. Upon request, a department chair/unit director will provide a member of the faculty with a copy of the current academic reappointment/promotion instructions.

1.
  - a. Each faculty member who is to be considered for reappointment or promotion shall be notified by the department chairperson/unit director at least 30 days in advance that said consideration shall take place.
  - b. A tenured faculty member may request of the department chairperson/unit director that he/she be evaluated for promotion. The request shall be granted for tenured members of the faculty who have been at least six years in rank and have not been evaluated for promotion for at least four years. Such evaluation shall be carried through each level of review, including the Promotion Review Committee, unless withdrawn by the candidate. Withdrawal after the candidate signs Form 2 constitutes an evaluation for the purpose of this paragraph 1.b.
  - c. The candidate shall provide the department chair/unit director with a signed and completed Recommendation Information Form (Form 1). Within ten (10) working days of its receipt, the department chair/unit director will sign and return the Form to indicate concurrence with its content, or, if there is a dispute between the candidate and the department chair/unit director as to the content of the Form which they are unable to resolve, the department chair/unit director shall so indicate in the space provided above his/her signature, attaching an explanation to the Form.
  - d. At the time the faculty member submits a signed Recommendation Information Form, he/she shall submit to the department chair/unit director one copy of any documents or materials he/she wishes to have considered. A brief personal statement identifying the candidate's major contributions may be included among these. A list, compiled by the faculty member, of the documents submitted to the chair/unit director shall be attached to the promotion packet (Appendix H of the Academic Reappointment/Promotion Instructions). It shall be the responsibility of the chairperson/unit director to circulate that list and all documents or materials submitted by the candidate, together with any other relevant material, subject to 1.e. below, to the appropriate reviewing bodies.

A candidate who has had time excluded from the probationary period may, upon written request, choose to have the University evaluators, evaluative bodies, and outside evaluators informed that his/her record is to be reviewed in the same manner as the record of a faculty member with the normal probationary period. Faculty members shall be informed of this option via the 30-day letter (Appendix F-1 of the Academic Reappointment/ Promotion Instructions).

If the faculty member wishes to include a lengthy unpublished manuscript and requires copying services, he/she should contact his or her dean or department chair/unit

director at least 30 days prior to the date on which copies are needed. The faculty member will be charged the prevailing rate for services so provided. If the service cannot be provided, the candidate will be notified promptly.

e. The vitality of the University community depends on the commitment of many of its senior faculty to teaching and to its internal affairs, as well as to the expansion of knowledge. In the instance of Associate Professors who have remained in that rank for ten years or more after the granting of tenure, consideration to the criteria applicable to their promotion to a higher rank may be altered to provide increased emphasis to excellent and significant contributions to teaching and to service. This is referred to as the "Ten Year Rule."

Prior to consideration for promotion, a candidate who has been an Associate Professor for ten years or more after the granting of tenure, may, upon written request, wish to be considered as a ten year case for promotion to Professor. Faculty members shall be informed of this option via the 30-day letter (Appendix F-1 of the Academic Reappointment/Promotion Instructions).

f. If any document or documents, other than confidential outside letters of evaluation, the official reappointment/promotion forms, continuation pages added to these forms, reports of reading committees, supplements to confidential letters as provided in 1.h. below, and materials submitted by the candidate, are added to the promotion packet by an evaluative body, a copy of said document(s) shall be transmitted immediately to the candidate; the candidate shall have the right to submit a response or rebuttal within six working days. The response shall be directed to that level of the evaluation at which the added document was received and shall become a part of the promotion packet. Any documents that are (1) physically present during the evaluation and (2) specifically referred to during the deliberations of the evaluative body and (3) which a majority of the evaluative body agrees have a direct bearing on the evaluation must be added to the packet, in accordance with this procedure.

g. Subsequent to the commencement of the evaluation and prior to final recommendation of the Promotion Review Committee, the department chairperson/unit director shall, upon request of the candidate, add to the packet evidence of a significant change in the status of materials originally submitted by the candidate if 1) the Dean/Vice President for Information Services and University Librarian concurs that a significant change has occurred and 2) such change has occurred since the initiation of the evaluation. If there is a dispute between the candidate and the Dean/Vice President for Information Services and University Librarian as to whether a significant change has occurred in the status of materials originally submitted by the candidate, the Office of the Chancellor (the Office of the Senior Vice President for Academic Affairs in evaluations of Library Faculty) shall make the final determination as to whether evidence of the change shall be added to the packet.

Such additions to the packet, as provided above, shall in all instances be submitted to the level of review at which the candidate is then being evaluated. However, if the addition occurs on or before December 1, the addition to the packet shall also be circulated to each earlier level of review so that each earlier level may revise its evaluation should it deem such revision warranted by the addition. If the addition occurs after December 1,

but on or before January 25, it shall be circulated only to the Dean/Vice President for Information Services and University Librarian and the Promotion Review Committee, unless the department has made a negative recommendation concerning the candidacy in question, in which case it shall also be circulated to the department. The department, the Dean/Vice President for Information Services and University Librarian, and/or the Promotion Review Committee may revise the evaluation made at that level should such revision be deemed by the department, the Dean/Vice President for Information Services and University Librarian, or the Promotion Review Committee to be warranted by the addition.

Except as provided in 1.f. and 1.g., no other materials or documents may be introduced by the candidate after the review process has commenced.

h. With the exception of confidential outside letters of evaluation solicited in accordance with the Academic Reappointment/Promotion Instructions and those documents that are generally public knowledge such as published student evaluations, published articles and other similar documents, only those materials in the official personnel file (Article 18), and those materials added to the packet in 1.f. and 1.g may be used in conducting the review.

i. Outside letters of evaluation shall be held in confidence and their use restricted to evaluation of the faculty member.

A candidate may suggest potential outside evaluators and may discuss with his/her department chair qualified persons from whom letters may be solicited.

The candidate, in addition, may prepare a list of persons in his/her field from whom he/she prefers letters of evaluation not be solicited. The candidate shall provide a written explanation for the exclusion of each person on that list. If a letter of evaluation is solicited from an individual on the candidate's "not for" solicitation list, the candidate's written explanation shall be attached to the individual's letter of evaluation. A department chair/unit director or Dean/Vice President for Information Services and University Librarian may, at his/her discretion, also attach an explanation for his/her decision to solicit a letter from the individual. Such attachments, whether prepared by the candidate, the department chairperson, or the Dean/Vice President for Information Services and University Librarian, shall be held, like the letters to which they refer, in confidence.

j. External letters of solicitation for candidates being evaluated under the "Ten Year Rule" shall include the rule as set forth in Section I.A.1. of Rutgers Policy 60.5.17 (as may be modified from time to time by the University).

k. The department chair/unit director, in consultation with tenured members of the department, shall determine whether there should be a reading committee and who should be appointed to it. The process by which tenured members of the department are consulted is within the department chair's/unit director's discretion. Whichever approach with respect to the utilization of a reading committee a department determines to follow shall apply to all candidates in that department who are being reviewed for reappointment or promotion in that year.

The reading committee report, if there is one, may be either (1) confidential for the sole information of the department, or (2) an attachment to the department report. The function of a reading committee is to review the candidate's scholarly work and prepare a written assessment of that work for the department's consideration. The reading committee shall not make a recommendation on the reappointment or promotion.

2. The candidate shall be notified of the departmental decision by the departmental chair/unit director in writing within five working days from the date such decision is made. The candidate will be notified in writing by the Dean/Vice President for Information Services and University Librarian or his designee of the final decision in the particular personnel action within ten working days of receipt of the knowledge that the final decision by the appropriate person or committee has been made. For unsuccessful candidacies, such notification shall include an invitation to meet with the Dean or unit director.

3. Each faculty member who is appointed shall be given written notice of the criteria that will be applicable in future reappointment or promotion evaluations, and those criteria shall form the basis of future evaluations. If the applicable criteria change, the University will provide written notice to the faculty member of the newly applicable criteria.

4. A faculty member who is evaluated for and who fails to receive reappointment and/or promotion shall be so notified. For unsuccessful candidacies, the Dean or his/her designee shall forward a copy of the reappointment or promotion packet, with the exception of the outside letters of evaluation. If the PRC does not recommend promotion and/or tenure, and such recommendation differs from the recommendation of the department and/or Dean, the PRC shall provide a basis for such disagreement in its recommendation to the President.

5. The University shall transmit to the AAUP-AFT written notice of each positive or negative final decision concerning reappointment with tenure, and reappointment within the tenured ranks, promotion with tenure, and promotion within the tenured ranks, of unit members, within ten working days of final decision when action by the Board of Governors is required. The University shall transmit to the AAUP-AFT written notice of each positive or negative final decision concerning reappointments of Assistant Professors on the tenure track on the June notification list.

## 15 - PROFESSIONAL DUTIES

The parties recognize that the University accomplishes a variety of academic and professional services including undergraduate, graduate, and professional instruction, research and community service. The professional duties required of the faculty shall be in accordance with the mission of the University.

Individual workload assignments of members of the negotiations unit shall be consistent with the practice and policies of their department, program, or unit.

Claims of inconsistency with such practices and policies by members of the negotiations unit shall be grievable as a Category Two grievance under the contract grievance procedure (Article 9).

## 16 – PARENTAL AND MEDICAL LEAVES

This provision deals with leaves, including leaves for personal illness, pregnancy, post-pregnancy, disability, parenting, and caregiving, family illness and family leave.

### I. University Liaison for Work and Family Issues

The AAUP-AFT and the University shall jointly designate a member of the University community to act as the Liaison for Work and Family Issues (“Liaison”) to assist members of the negotiations unit in securing the benefits of this article. The name and contact information for the Liaison shall be made known to the University community no later than October 1 of each academic year. The Liaison shall report, in list form, at the end of each academic year to both the AAUP-AFT and the University administration regarding the date and the general nature of queries received, the gender, the decanal unit and the category of the negotiations unit member making the inquiry, and the general advice given, if available.

### II. Closing Ranks

The individual's department or unit shall be responsible for closing ranks. The close ranks practice must be applied in an equitable and consistent manner. Claims that it is not being applied equitably or consistently or that an individual is being inappropriately denied his or her benefit shall be brought to the attention of the Liaison designated above who shall investigate and respond.

### III. Parental, Family and Disability Leaves for Unit Members Employed at 50% or More

A. 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 member of the negotiations unit is entitled to a recuperative paid leave of up to six weeks, or a longer period if the negotiations 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 members of the negotiations unit.

B. In addition to the above, new parents shall be eligible to receive release time from their specifically assigned classroom teaching and committee service obligations for up to eight weeks. Librarians and Extension Faculty, who are new parents, shall also be entitled to receive up to eight weeks of release time from their specifically assigned duties and committee service obligations. In cases in which a negotiations unit member is entitled to six weeks of paid leave pursuant to paragraph III.A. above, the additional eight weeks of release from specifically assigned classroom teaching and committee service obligations, or specifically assigned duties and committee service obligations for Librarians and Extension Faculty, shall be added to the six weeks of recuperative paid leave in section A. above, for a total of up to fourteen weeks, but are not required to be taken consecutively. Unused release time shall expire after twelve (12) months from the date the negotiations unit member becomes a new parent. The period of release from

specifically assigned classroom teaching and committee service obligations, or specifically assigned duties and committee service obligations for Librarians and Extension Faculty, can be reduced by the head of the unit if it would place an undue hardship on the department or unit. Such reduction will be reported by the dean to the Liaison, as identified under paragraph two of this Article 16, and shall be included in the Liaison's report.

#### IV. Tenure-Track Probationary Periods

A. In the event that a leave is taken under this Article for a full semester, the faculty negotiations unit member may, at his/her option, have the entire year excluded from the probationary period. A written statement requesting exclusion of the entire year shall ordinarily be submitted by the faculty negotiations unit member to the head of the unit at the time the leave is requested and shall be part of the official personnel file. This provision is not applicable to faculty negotiations unit members in their terminal year.

B. A first year's leave of absence without pay shall automatically extend the term of appointment by a period equal to the time excluded from the probationary period. No extension applicable to the final year of the faculty member's probationary period may be requested or granted.

C. A second year's leave of absence without pay shall not automatically extend the term of appointment. When the second year's leave of absence is requested, a faculty member may request an extension of his/her appointment for a period of time equal to the amount of the leave. If the University grants the leave, it shall at the same time respond to the faculty member's request for an extension of the appointment. No extension applicable to the final year of the faculty member's probationary period may be requested or granted.

D. A faculty negotiations unit member who continues to fulfill the duties and responsibilities of his/her faculty appointment may request an exclusion of one year from the probationary period when serving as the principal or co-equal care-giver under the following circumstances: when he/she becomes a parent during the first five years of the probationary period, or became a parent within one year prior to appointment at the University, or in order to care for a family member or same sex sole domestic partner with a serious health condition. This provision also applies when the unit member himself/herself has a serious health condition.

E. A request for an exclusion of one year from the probationary period under this provision shall be made in writing and requires the approval of the department chair and the head of the unit. Such approval shall not be unreasonably withheld. Exclusion of a year from the probationary period under this provision shall automatically extend the term of appointment by a period equal to the time excluded from the probationary period.

F. If the University grants a request for a second year's exclusion from the probationary period, the term of appointment shall be extended by a year, except that no extension applicable to the final year of the probationary period may be requested or granted. No faculty member of the negotiations unit may have more than two years thus excluded from their probationary period.

V. Additional Modifications to Workload Assignments

Individual members of the negotiations unit may discuss additional modifications of their workload assignments with their department chair and/or dean, or the appropriate supervisor, with regard to their particular parental or familial circumstances. Chairs, deans, and other supervisory personnel are encouraged to work with members of the negotiations unit in this regard within the confines of the needs of the academic or research program involved. Such modifications will be reported by the dean to the Liaison, as identified under paragraph two of this Article 16, and shall be included in the Liaison's report.

VI. Statutory Leaves

A. If a department becomes aware or unit becomes aware that a unit member requires a leave of absence for his/her own serious health condition, to care for a family member, and/or pursuant to the New Jersey SAFE Act, the department or unit shall notify University Human Resources of the negotiations unit member's request for such leave so that the University can make a determination as to whether the leave shall be designated under the Federal Family Leave Act (FMLA), the New Jersey Family Leave Act (NJFLA), and/or the New Jersey SAFE Act, and/or any other applicable law.

B. In the event that a negotiations unit member is eligible for a leave of absence under the Federal Family and Medical Leave Act (FMLA), the New Jersey Family Leave Act (NJFLA), and/or the New Jersey SAFE Act, and/or any other applicable law, the University shall designate the leave under the applicable law. All paid time off must be used (including, if applicable, sick time or sick leave, close ranks and/or vacation) concurrently with any unpaid statutory leave.

C. In the event that a negotiations unit member exhausts applicable paid time off (or, if the negotiations unit member does not have paid time off available to charge concurrently with a leave granted pursuant to the FMLA, NJFLA, and/or New Jersey SAFE Act), the remaining statutory leave time shall be unpaid.

D. If a negotiations unit member seeks leave for a qualifying reason under one or more of these statutes, but the unit member is ineligible for such leave under the statute, the unit member may be eligible to take leave under the close ranks provision (Section II above) or Section III above, or may request leave as a reasonable accommodation under the Americans with Disabilities Act (ADA) and/or the New Jersey Law Against Discrimination (NJLAD). If a unit member seeks additional leave as a reasonable accommodation under the ADA or the NJLAD, the unit member shall submit such a request to the Rutgers Office of Academic Labor Relations and comply with the reasonable accommodation process.

VII. Lactation Spaces

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

VIII. Alleged violations of Article 16 may be filed as Article 9, Category One grievances.

## 17 - LEAVE OF ABSENCE WITHOUT PAY

- A. Leaves of absence without pay are for the purpose of professional development, personal convenience, or completion of a terminal degree. Such leaves may be for a period up to two consecutive years.
- B. The granting of a leave of absence without pay to members of the faculty is subject to the needs of the academic program and requires the approval of the department chairperson and the dean. Such approval may not be unreasonably withheld, and a written statement of the reasons for withholding approval shall be given to the faculty member upon request within ten working days of that request.
- C. A request for a leave of absence without pay shall normally be made one year in advance and will specify the requested dates of commencement and termination of the leave. The date for the commencement and termination of such leave shall be at the discretion of the University, but normally such leave shall commence on July 1 or on January 1 and shall terminate on December 31 or June 30.
- D. A leave of absence without pay shall not count in the probationary period for tenure. In the event a leave of absence without pay is taken for one semester, the faculty member, only once during his/her probationary period, may request to have the entire year excluded from the probationary period for tenure. A request for a full year's exclusion normally shall be made by the faculty member at the time the leave of absence is requested, and, if the University grants the leave, it shall at the same time respond to the faculty member's request for a full year's exclusion.
- E. A first year's leave of absence without pay shall automatically extend the term of appointment by a period equal to the time excluded from the probationary period. No extension applicable to the final year of the faculty member's probationary period may be requested or granted.
- F. A second year's leave of absence without pay shall not automatically extend the term of appointment. When the second year's leave of absence is requested, a faculty member may request an extension of his/her appointment for a period of time equal to the amount of the leave, except that no extension applicable to the final year of the faculty member's probationary period may be requested or granted. If the University grants the leave, it shall at the same time respond to the faculty member's request for an extension of the appointment. Denial by the University of a faculty member's request for an extension of the appointment shall be grievable under Article 9, Category 2.
- G. A faculty member who has been on a leave shall receive on return any salary improvements he/she would have received had he/she been serving at Rutgers during the leave period. Normal University policy regarding benefits during a period of leave without pay shall apply. The University shall provide to faculty members who are beginning a leave of absence without pay the forms and instructions necessary to re-enrolling in those benefit plans for which they are eligible upon their return to paid employment.

## 18 - PERSONNEL FILES

A. The official personnel file for each faculty member shall be maintained in the office of the appropriate dean or director. The contents of this file, at the sole discretion of the University except as otherwise provided in this Article, may include the types of material listed below, as well as other materials:

1. Documents submitted by the faculty member or placed in his/her file at his/her request.
2. Documents concerning the individual's employment history at the University and all records of personnel decisions affecting his/her compensation or employment status.
3. Materials assembled in accordance with University Regulations, practices and policies, or the terms of this Agreement concerning the evaluation, reappointment, promotion, or tenure of each faculty member, with the exception of outside confidential letters of recommendation.

B. The official personnel file for each teaching/graduate assistant shall be maintained in the office of the appropriate dean or director.

C. Any member of the negotiations unit may have access to all documents in his/her official personnel file, including internal evaluations related to the individual, and may add to those records such materials as the individual believes necessary to give a reasonable representation of the individual's record.

D. The official personnel file shall be available for examination by the negotiations unit member who shall be entitled to review it at reasonable hours upon written request and to purchase copies of any or all materials contained therein.

E. When a personnel action has been initiated by a department or other appropriate body, access to the promotion forms related to that action will not be available to the faculty member until that personnel action has been completed.

F. No material may be added to the official personnel file more than one year after its receipt by the academic officer to whom the material is originally directed except according to the procedure outlined below:

1. The academic officer who wishes to add material more than one year after its receipt shall provide an accompanying written explanation for the addition of the material.
2. The faculty member shall have the opportunity to appeal to the dean the addition of material added to his/her official personnel file more than one year after its receipt.
3. The faculty member may appeal the decision of the dean to the appropriate chancellor.

G. If a negotiations unit member believes that material necessary to give a reasonable representation of his/her record exists elsewhere, the negotiations unit member may apply in writing to his/her Chancellor requesting access to the material. This request must specify, to the

best of the faculty member's knowledge, the nature of the material and its location within the University.

Within 15 working days of such request, the Chancellor, or his/her designee, shall respond by either:

1. Producing the material requested, or
2. Certifying in writing that to the best of his/her knowledge the alleged material does not exist, or that it exists but does not belong in the faculty member's official personnel file. Such certification shall be placed in the official personnel file and shall serve to preclude the use of such material in any personnel action.

H. The negotiations unit member shall have the right to prepare a written response to any document in the official personnel file which the negotiations unit member believes reflects negatively on his/her abilities or performance. The written response will be placed in the official personnel file if the response is provided to the dean with the explicit request that it be placed in the official personnel file.

## 19 - MISCELLANEOUS

A. Agenda materials for the regular monthly public meeting of the Board of Governors will be forwarded to the AAUP-AFT at the time they are distributed to the members of the Board of Governors with the following exceptions:

1. All items related to personnel actions;
2. Advisory, consultative or deliberative materials as defined by the Open Public Records Act;
3. Confidential or privileged materials relating to items that involve matters that may be discussed in closed session under the Open Public Meetings Act.

Disputes about A.2. and A.3. shall be grievable only through Step One of Article 9. Nothing herein shall preclude a challenge to a University determination made pursuant to A.2. or A.3. being brought before an appropriate governmental or judicial forum.

B. 1. Before being presented to the Board of Governors, proposed changes in University policies and/or practices affecting the terms and conditions of employment of the members of the negotiations unit shall first be submitted to the AAUP-AFT for negotiation.

2. Section B.1. above shall be construed to require negotiations only as to those aspects of such proposed changes that constitute mandatory subjects of negotiation. Disputes concerning whether a proposed change in University policies and/or practices involves a mandatory subject of negotiations shall be resolved by submission to the Public Employment Relations Commission under its scope-of-negotiation processes.

C. Annual Motor Vehicle Registration Fee

1. The annual motor vehicle registration fee for employees wishing to register their vehicles for the use of campus parking facilities shall be based on the employee's annual salary at the time of billing. Collection of the motor vehicle registration fee shall be in January of each academic year.
2. The annual motor vehicle registration fee for employees wishing to register their vehicles for the use of surface campus parking facilities shall be 1/10 of one (1) percent of the employee's annual salary for employees earning less than \$25,000. For salaries from \$25,000 to \$29,999 the rate shall be 11/100th of one (1) percent (.0011). For salaries from \$30,000 to \$34,999, the rate shall be 12/100th of one (1) percent (.0012). For salaries from \$35,000 to \$39,999 the rate shall be 14/100th of one (1) percent (.0014). For salaries from \$40,000 to \$44,999, the rate shall be 16/100th of one (1) percent (.0016). For salaries from \$45,000 to \$49,999 the rate shall be 18/100th of one (1) percent (.0018). Thereafter, the rate shall increase

2/100th of one (1) percent (.0002) for each additional \$10,000 of salary or portion thereof, the new rate to be applied to the entire salary. Thus, the rate for \$50,000 - \$59,999 is .002, \$60,000 - \$69,999 is .0022, \$70,000 - \$79,999 is .0024, etc.

3. To the extent permitted by law, effective January 1, 2000, employees who pay the motor vehicle registration fee for the use of campus parking facilities by way of payroll deduction shall be given the option of paying said fee by way of a pretax payroll deduction.

D. Cameras in Classrooms

1. At the request of the AAUP-AFT, the University will meet to discuss any objections or concerns the faculty may have regarding the installation or use of cameras in classrooms.

## 20 - HEALTH AND SAFETY

A. The University and the AAUP-AFT agree to establish a Joint Health and Safety Committee to be co-chaired by a designee of the Rutgers Environmental Health and Safety Department and by a negotiations unit member appointed by the AAUP-AFT. The Joint Health and Safety Committee shall be a standing committee, and once constituted, shall meet a minimum of two times per academic year to discuss employment-related health and safety concerns of negotiations unit members. The AAUP-AFT may appoint up to four (4) negotiations unit members to serve on this committee.

The AAUP-AFT may request the attendance of any administrative officer whom it believes can provide detailed information on a subject related to the health and safety of negotiations unit members to attend meetings of the Joint Health and Safety Committee. Such request shall not be unreasonably denied.

B. Negotiations unit members are responsible for reporting health and safety problems to their dean or director and to the Rutgers Environmental Health & Safety Department.

C. No negotiations unit member shall be required to work under conditions where there has been a determination, on a reasonable basis in fact, that those conditions pose an imminent danger to health and safety. It shall be the responsibility of the University to make such determinations as rapidly as possible.

### D. Information

1. The AAUP-AFT may request from the University information concerning health and safety matters affecting negotiations unit members, and the University shall provide the information requested, including, but not limited to, the results of health and safety inspections of University facilities in which unit members are employed conducted by Federal, State and local agencies having jurisdiction.

2. In the event that the requested information is directly involved in pending litigation between the parties, the AAUP-AFT will not request the information under the procedure set forth in this Article but may rely only on any rights it has pursuant to the pending litigation.

3. In the event that the requested information is directly involved in pending litigation between the University and any other party, then the AAUP-AFT and the University agree to limit access to the information to a designated official of the AAUP-AFT. Such official may not be a party to or involved in the pending litigation. The designated official of the AAUP-AFT shall not disclose such information, either directly or indirectly, except in discussions with appropriate University officials and in arbitration procedures arising under Article 9 of the Agreement. In the event it becomes necessary for the AAUP-AFT to disclose such information in an arbitration proceeding, the parties agree that such arbitration shall be closed and the record thereof sealed. This provision shall not prevent the AAUP-AFT from discussing the information with its counsel.

4. When the AAUP-AFT requests health and safety information, it agrees to cooperate fully with the University in the acquisition of such information.

5. The University and the AAUP-AFT agree that when such a request for information will require significant expenditure of time and/or funds, the parties shall bear such costs equally.

E. When the University determines to remove asbestos from a building or a portion of a building in which members of the AAUP-AFT negotiations unit work (and usually prior to the development of specifications for the removal project), the University shall inform the AAUP-AFT and, if the AAUP-AFT so requests, the University shall meet with the AAUP-AFT to discuss the effect, if any, of such removal on negotiations unit members. Except for minor asbestos projects, the University shall notify the AAUP-AFT no later than ten working days after a contract is awarded for asbestos removal and identify the contractor; the AAUP-AFT will notify the University within one (1) working day of its receipt of notification of its desire to meet with the University prior to the beginning of the work.

When asbestos is being removed from a portion of a building and members of the AAUP-AFT negotiations unit continue to work in other portions of that building, the University shall forward to the AAUP-AFT promptly upon receipt all reports made by the independent safety monitor, if requested. Whenever an air test result exceeds the standard for PCM and TEM outside a containment barrier, the AAUP-AFT shall be simultaneously informed of the corrective steps being taken. Follow-up test results will be reported as soon as they are available. In addition, the University will make available to the AAUP-AFT promptly the results and descriptions of air sample tests<sup>15</sup>, if any, made by the Rutgers Environmental Health & Safety Department to monitor building conditions while the removal is in progress.

When a timetable has been established by the University for reopening a building in which members of the AAUP-AFT negotiations unit work, the University shall so inform the AAUP-AFT. Results and descriptions of all test procedures carried out to determine that the building is safe to reoccupy and a copy of the Certificate of Occupancy shall be provided to the AAUP-AFT. On the day of reoccupancy of the building by members of the negotiations unit, the AAUP-AFT will be informed by e-mail upon receipt by the University of the Certificate of Occupancy.

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<sup>15</sup> When air sample tests are made, the descriptions of testing procedures shall include the number of tests, the location of tests, and, for each sample, the type of microscopic analysis, the type of filter, the air flow, and the duration of the test.

## 21 - UNIVERSITY PROCEDURES

Rutgers and the AAUP-AFT agree that all members of the negotiations unit shall be entitled to enjoy, and shall be subject to, all terms and conditions of employment applicable to the negotiations unit provided for in the University Policy Library and not provided for herein. During the life of the Agreement or any extension thereof, any change in the University Policy Library that constitutes a change in a mandatorily negotiable term and condition of employment of members of the negotiations unit shall be negotiated.

Grievances arising under this Article, applicable to Article 9, shall be heard as Category Two grievances.

## 22 - CONDITIONS OF EMPLOYMENT

### A. Academic Year Appointments

Appointment for the academic year requires that the appointee be in attendance at the University from September 1 to Commencement, or an equivalent period, within each academic year unless excused by the appropriate academic officer.

### B. Calendar Year Appointments

Appointment for the calendar year (July 1-June 30, or other twelve-month appointments) requires that the appointee be in attendance at the University for the entire year unless excused by the appropriate academic officer, with the exception of a vacation of one month.

C. Teaching Assistant and Graduate Assistant appointments shall be governed by Article 12, Section D.

Grievances arising under this Article, applicable to Article 9, shall be heard as Category Two grievances.

23 - TEACHING ASSISTANT/GRADUATE ASSISTANT  
PERSONNEL GRIEVANCE PROCEDURE

A. This procedure is designed to expedite the resolution of problems that arise in connection with the reappointment of Graduate Assistants and Teaching Assistants at the University. The graduate student should first attempt to resolve informally any problem that arises as expeditiously as possible, in the case of Teaching Assistants, with the faculty administrator who oversees the undergraduate/graduate program in which the Teaching Assistant is employed or, in the case of Graduate Assistants, with the Director of the Research Center or Institute, or the chairperson of that department in which the Graduate Assistant is employed. The dean of each academic unit that enrolls graduate students will designate an individual on his/her staff to assist graduate students in achieving informal resolution of problems and the University will notify the AAUP-AFT of the identity of this individual. The graduate student is encouraged to seek such assistance as part of his/her attempt to reach informal resolution.

B. If the problem cannot be resolved through the informal means described above, the graduate student shall have access to the grievance procedure described below.

1. A grievance under this Article 11 is defined as any claimed violation of University Regulations, this Agreement, or established policy or practice regarding non-reappointment of Teaching Assistants/ Graduate Assistants where non-reappointment is based upon the individual's work performance as a TA/GA. All other grievable matters shall be heard under Article 9.

2. At any step in the grievance procedure, the grievant may request participation of an AAUP-AFT-appointed representative. A maximum of two such representatives may be active at any one time.

3. In each of the steps described in d. below, the following conditions shall be understood:

a. The grievant may be accompanied by an observer and may be assisted by a representative in presenting the case.

b. The time limits prescribed for decision-making may be extended at any time as may be mutually agreed upon in writing by the grievant and the university.

c. The substance of all proceedings will be confidential.

d. Step 1 - The grievant shall address the matter in writing to the appropriate faculty administrator designated in paragraph A. above. Five working days from initial presentation will be allowed for effective resolution.

Step 2 - If resolution is not achieved at Step 1, the grievant shall submit an appeal, in writing, to the Office of Academic Labor Relations and concurrently to the AAUP-AFT. The Office of Academic Labor Relations will forward the appeal to a committee charged for this purpose on the campus on which the grievant is employed. The campus committees shall be appointed by the appropriate chancellor. Each committee shall be made up of three faculty members and two TA/GAs. In addition, one or more replacement pools shall be appointed by the chancellor on each campus. The replacement pools shall be made up of three faculty members and two TA/GAs. The replacement shall be the same status as the committee member being replaced. These committees and replacement pools shall be constituted as needed and, when constituted, shall remain in place for one year.

The grievant may submit concurrently to the AAUP-AFT and the Office of Academic Labor Relations a challenge for cause of any members of the committee within 5 working days of submission of the appeal, but before the day of the first meeting of the committee. The committee shall rule on the challenge within 5 working days of submission of the challenge. The Office of Academic Labor Relations may also challenge for cause any members of the committee and notify the grievant and the AAUP-AFT of such action following the same schedule. Cause shall be defined as the inability of a committee member to make a fair and independent decision because of bias or personal relationship to the parties or the controversy. The unchallenged members of the committee shall make the determination of whether cause exists. Such a determination shall require the assent of two or more members of the committee. In the event that a member of the committee is excused for cause, or recuses himself/herself, or is unavailable when the appeal is to be considered by the committee, another committee member shall be randomly selected jointly by the parties from the appropriate replacement pool. No member of the program in which the grievant is either a student or TA/GA may serve on the committee.

The committee shall be allowed 20 working days from the date of its receipt of the grievant's written appeal, or 20 working days from the resolution of a challenge for cause, to meet with the grievant, should the grievant request such a meeting, and render a decision to recommend or not recommend reappointment.

Step 3 - The committee shall present its recommendation in writing to the Dean of the School of Graduate Studies (in New Brunswick), the Dean of the Graduate School (in Newark), or the Dean of the Graduate School (in Camden), or a designee of that officer, and to the grievant, the AAUP-AFT and the Office of Academic Labor Relations. The dean, or his/her designee, shall have 20 working days following receipt of the committee's recommendation to accept, to reject, or

to modify the recommendation and to notify the grievant, the AAUP-AFT and the Office of Academic Labor Relations of his/her decision within five working days of the decision or as soon thereafter as practicable. The recommendation of the committee shall be deemed to have been accepted if no action is taken on it within the 20 working days following his/her receipt of the recommendation.

## 24 - NOTICE OF CHANGE OF PROMOTIONAL CRITERIA AND STANDARDS

When the University changes the promotional criteria and standards as embodied in Appendix D ("University Policies with Respect to Academic Appointments, Reappointments and Promotions"), University Policy Library, or written policies promulgated by the President or a Vice President of the University it shall notify the AAUP-AFT of the changes when they are promulgated.

## 25 - SABBATICAL LEAVE PROGRAM

### I. NATURE OF THE PROGRAM

The Sabbatical Leave Program provides one and two semester leaves to eligible faculty members to undertake projects of academic significance to themselves and their departments or units. Faculty are not required to be in attendance at the University during a sabbatical leave. The Program is administered on the Camden, Newark and New Brunswick campuses by the offices of the respective academic deans. For library faculty, the Program is administered by the Vice President for Information Services and University Librarian, regardless of the librarian's geographic location.

### II. PERIOD OF LEAVE AND APPLICATION CYCLE

There are several sabbatical leave options available for faculty, depending on their eligibility (see Eligibility below). Faculty members wishing to be considered for a sabbatical leave may apply for:

1. 80 percent of salary for one semester
2. 80 percent of salary for both semesters of Academic Year or Calendar Year (spring and fall semesters) or for consecutive Fall or consecutive Spring semesters; or
3. 100 percent of salary for one semester.

A leave with full salary may not be combined with a leave at 80 percent salary. The University shall distribute information and required forms applicable to each application cycle in the Fall of each academic year.

### III. ELIGIBILITY

The following conditions govern eligibility for sabbatical leaves:

1. For a one semester leave at 80 percent salary: Three years (6 semesters) of full-time service at the rank of Instructor (or equivalent) or above.
2. For a one semester leave at 100 percent salary: Six years (12 semesters) of full-time service at the rank of Instructor (or equivalent) or above.

Note: For tenure-track Assistant Professors *only* (or equivalent), the prior service requirement for a one semester leave at 100 percent salary is three years (6 semesters)

3. For a two semester leave at 80 percent salary: Six years (12 semesters) of full-time service at the rank of Instructor (or equivalent) or above.
4. Time spent in rank on a non-competitive fellowship leave program (with or without compensation) does not accrue as eligible service. Time spent in rank on a Competitive Fellowship Leave does accrue as eligible service. Faculty members who hold at least half-time appointments are eligible for a sabbatical leave on a proportional basis.

5. **Prior Service at Other Institutions:** Faculty members may request one-half year of eligibility for every year of full time prior service at other institutions at the rank of Instructor or above. The request is limited to four years of eligibility (*eight* years of prior service at other institutions) for a one-semester sabbatical leave with 100 percent salary or a two-semester sabbatical leave; and to two years of eligibility (*four* years of prior service at other institutions) for a one-semester sabbatical leave with 80 percent salary. Prior service may *not* be counted if previously used toward a sabbatical or other leave at another institution.
6. One cannot “bank” eligible years. Once a sabbatical leave is taken, regardless of the number of years since the prior sabbatical leave, eligibility must be established anew. The only exception to this (as noted in item 7 below) is when an approved sabbatical leave is delayed for up to two semesters for University necessity.
7. **Previous Leaves:** Once a faculty member has been awarded a sabbatical leave (for either one or two semesters), regardless of the number of years since a prior sabbatical leave, he or she is not eligible for; (a) a subsequent one-semester sabbatical leave at 80 percent salary until he or she has provided three years of service at Rutgers following the most recent sabbatical leave; or (b) a subsequent one-semester sabbatical leave with full salary or a two-semester sabbatical leave at 80 percent salary until he or she has provided six years of service at Rutgers following the most recent sabbatical leave. The semester between split leaves will count toward eligibility for subsequent leaves. Whenever a sabbatical leave is delayed at the written request of and for the benefit of the University, the period of such delay, up to a maximum of two semesters, shall be counted as service subsequent to the delayed sabbatical leave. Faculty members who participated in any other leave program (with the exception of a Competitive Fellowship Leave) in either of the two academic years prior to the academic year in which they seek a sabbatical, funded in full or in part by Rutgers, will not normally be awarded a sabbatical leave.

Note: In all cases, a sabbatical leave which would have the effect of removing the faculty member from departmental service for a period of two consecutive academic years requires special approval by the department chair or director, and the academic dean or Vice President for Information Services and University Librarian.

8. **Candidates Entering the Terminal Year:** A sabbatical leave is not awarded in a faculty member's terminal year of appointment. Accordingly, a faculty member who has been notified of his or her non-reappointment is not eligible for participation in the sabbatical program. If a faculty member has been granted a sabbatical leave and later receives notice of non-reappointment, the sabbatical leave is automatically rescinded if the leave is to fall within the faculty member's terminal year.
9. **Candidates in the Last Year of Probationary Period:** A faculty member in the last year of the probationary period is not eligible for a sabbatical.

#### IV. CRITERIA FOR SELECTION

Participation in the Sabbatical Leave Program is approved only on the basis of a detailed proposal from an eligible faculty member for the improvement of his or her academic functions

at the University. The proposal must accompany the application and must provide information on the nature and scope of the project to be undertaken during the period of leave.

Three principles primarily govern the selection of sabbatical recipients from among applicants who meet the criteria for eligibility:

1. First consideration is, in general, given to faculty with the greatest seniority in terms of University service and in terms of service between leaves.
2. If two or more applications are judged to be of equal quality, first priority is given to applicants who have not been awarded sabbatical leaves for which they have been eligible in previous years.
3. No more than 10 percent of the faculty of any unit may be awarded a sabbatical leave in any one year.

#### V. THE APPLICATION PROCESS: EVALUATION AND ENDORSEMENT

1. An application for sabbatical leave by a faculty member is to be reviewed and endorsed by the candidate's department chair or program director and the dean of the candidate's academic unit. The academic dean has final approval authority for sabbatical leaves. For library faculty on all campuses, an application is to be reviewed by, and signed by, the candidate's director and the Vice President for Information Services and University Librarian, who has final approval authority for sabbatical leaves.
2. Each academic officer must indicate on the application whether he or she does or does not endorse a faculty member's application and, in the latter case, the reasons for non-endorsement. A positive endorsement signifies that:
  - (a) the basic staffing needs of the program will be met in the candidate's absence, and
  - (b) that the officer supports the candidate's leave application and proposed project with respect not only to the candidate's own scholarly development, but also with respect to the development of the discipline in the department, college, or faculty.
3. The decision not to endorse an application based on a determination that subparagraphs (2)(a) and/or (2)(b) have not been met are not subject to the grievance procedure.
4. If the applicant has had a previous sabbatical leave, he or she must attach a copy of the report of his or her activities and accomplishments during the previous sabbatical leave period. If the academic year for which a faculty member has applied for a sabbatical leave is a possible terminal or probationary year for the sabbatical applicant, the chair or director is required to note this fact in the space provided on the administrative endorsement form. If a faculty member is eligible for a leave and his or her proposed project meets the aforementioned criteria, but he or she cannot readily be released from University duties in the academic year for which the faculty member has applied for a sabbatical leave, the faculty member is to be given priority consideration in the following academic year. In this situation, the extra year of eligibility is preserved for accrual of years towards the next sabbatical leave.

Prospective applicants for sabbatical leave should discuss their interest in such a leave with their department chairs or directors before submitting an application.

## VI. PATHWAY FOR APPLICATIONS

A candidate is to submit his or her completed sabbatical application to his or her department chair or program director. At each stage of review, the reviewing officer is to indicate endorsement or non-endorsement and forward the form to the next level. The reviewing officer may elect to consult with the applicant with a view toward strengthening the proposal. Final approval of the application requires concurrence of the respective academic officers.

## VII. OBLIGATIONS OF THE FACULTY MEMBER ON SABBATICAL LEAVE

1. **Changes in Projects:** If, because of unforeseen circumstances or conditions beyond his or her control, a faculty member finds it impossible to execute the project described in his or her sabbatical application, and approved through the endorsement and approval process described, whether before or during the period of leave, the faculty member must secure in writing the approval both of the department chair or program director and the academic dean, or Vice President for Information Services and University Librarian before undertaking an alternate project. It is assumed that such approval will be given only for an alternate project of equal or greater academic merit.
2. **Changes in Time Period:** If, because of unforeseen circumstances or conditions beyond his or her control, a faculty member finds it either necessary or desirable to substitute one time period for another (e.g., Spring in lieu of Fall) with respect to a sabbatical leave which has been granted, the faculty member must secure in writing the prior approval of the department chair or program director and the final approving authority. It is assumed that such approval will be granted only on the basis of sound academic justification.
3. **Outside Compensation:** During a faculty member's participation in the Program, the faculty member may accept outside compensation from externally funded sources only if it is relevant to the proposal and if the total compensation from Rutgers and from other externally funded sources does not aggregate to more than 100 percent of the faculty member's regular base pay. Under no circumstance is a faculty member on sabbatical leave from Rutgers permitted to undertake a full-time compensated assignment at another university or elsewhere.
4. **Written Report:** Promptly upon returning from sabbatical leave, a faculty member is obligated to submit a written report of the activities accomplished during the leave, including documentary evidence of scholarly or creative activity, through the faculty member's department chair or program director to the academic dean or Vice President for Information Services and University Librarian, where it becomes a part of the faculty member's personnel file. The academic dean or Vice President for Information Services and University Librarian is required to submit a summary report, through the chancellor where appropriate, to the Senior Vice President for Academic Affairs, covering all faculty in the unit and their projects by November 1<sup>st</sup> of each year.
5. **Resumption of Duties:** Faculty members must agree in writing to resume their duties at Rutgers for a period equivalent to their sabbatical leave. Failure to return to University

service for an amount of time equivalent to the sabbatical leave obligates the sabbatical recipient to repay to the University all salary monies received during the period of leave.

#### SABBATICAL SALARY

Faculty members are paid 80 or 100 percent of their base salary, and there will be no payroll deductions required to support the program. Applicable federal income tax, FICA, Medicare, state income tax, and state unemployment and disability tax will be based on the *sabbatical* salary and any compensation earned from externally funded sources. The mandatory employee pension contributions and supplemental 403(b) plan contributions will also be based on the *sabbatical* salary. However, the 8 percent matching employer pension contribution will still be based upon the full base salary.

## 26 - COMMITTEE ON PROFESSIONAL RELATIONS

- A. The parties acknowledge the mutual benefits to be derived from joint consultation, improved communication and joint problem solving. Therefore, the parties hereby establish a Committee on Professional Relations. The purpose of this Committee is to facilitate communication between the parties during the term of the contract whenever a significant problem arises. Although this Committee will be available for such problem solving utilizing a mutual gains approach to the extent possible, nothing prohibits the parties from using other means of problem solving.
- B. The Committee shall be comprised of up to three (3) members of the AAUP-AFT and up to three (3) members of the Administration.
- C. The Committee shall meet as often as the parties deem necessary.
- D. Alleged violations of this Article shall not be grievable, but rather may be presented by either party to the Committee for discussion.

## 27 – NON-TENURE TRACK FACULTY

### I. Non-Tenure Track Faculty Title Series

#### A. NTT Title Series

##### 1. Teaching Title Series

Teaching Instructor  
Assistant Teaching Professor  
Associate Teaching Professor  
Teaching Professor  
Distinguished Teaching Professor

##### 2. Professional Practice Title Series

Instructor of Professional Practice  
Assistant Professor of Professional Practice  
Associate Professor of Professional Practice  
Professor of Professional Practice  
Distinguished Professor of Professional Practice

##### 3. Librarian Title Series

Librarian of Practice IV  
Librarian of Practice III  
Librarian of Practice II  
Librarian of Practice I

##### 4. Clinical Title Series

Clinical Instructor  
Clinical Assistant Professor  
Clinical Associate Professor  
Clinical Professor  
Distinguished Clinical Professor

##### 5. Research Title Series

Research Associate  
Assistant Research Professor  
Associate Research Professor  
Research Professor  
Distinguished Research Professor

6. Clinical Law Title Series<sup>16</sup>
  - Clinical Instructor Law
  - Clinical Assistant Professor Law
  - Clinical Associate Professor Law
  - Clinical Professor Law
  - Distinguished Clinical Professor Law

B. Additional NTT Titles<sup>17</sup>

1. Instructor Law
2. County Agent IV
3. Extension Associate
4. Lecturer Titles<sup>18</sup>
5. Adjunct titles<sup>19</sup>
6. Assistant Instructor and rank equivalents<sup>20</sup>

C. Placement in NTT Title Series

All NTT faculty, who commence employment on or after July 1, 2018, shall be hired into one of the titles set forth in Sections I.A and I.B.1 through I.B.5 above or Section II below.

D. Minimum Salaries for NTT Titles

The minimum salaries for the above titles shall be the minimum salaries set forth in Article 8 of the collective negotiations agreement between the AAUP-AFT and the University for rank equivalent titles.

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<sup>16</sup> Appointments /Reappointments of faculty in the Rutgers Law School shall be consistent with Section XII.

<sup>17</sup> The individual titles listed in this section may not be inclusive of all NTT titles utilized by departments and units. (See Appendix A of the parties' collective negotiations agreement).

<sup>18</sup> Lecturer Titles and the use of such titles shall be consistent with Section II.

<sup>19</sup> Use of adjunct titles shall be limited to those instances when an individual is offered a tenure track Assistant Professor position, but does not obtain the required terminal degree prior to beginning employment at the University as an Assistant Professor.

<sup>20</sup> The Assistant Instructor title and rank equivalents shall no longer be used for new NTT faculty appointments; such title only applies to those who were grandfathered in the Assistant Instructor title under the 2014-2018 Agreement.

## II. Use of NTT Lecturer Titles

The NTT Lecturer titles: Lecturer (Instructor), Lecturer (Assistant Professor), Lecturer (Associate Professor), Lecturer (Professor), and Lecturer (Distinguished Professor), shall be used when an appointment to a faculty position is expected to be of temporary or limited duration. Appointments of temporary or limited duration may include appointments to fill the positions of faculty members on sabbaticals or leaves of absence, and for terminal year appointments pursuant to University Policy 60.5.10. Appointments to the Lecturer title shall not exceed three consecutive years.

## III. Movement in the NTT Title Series

- A. The NTT title series referenced in Section I establish a promotion pathway for NTT faculty.
- B. Non-tenure track faculty with six consecutive years of full-time service in the same rank shall be considered for promotion to the next higher rank, if requested, in accordance with the procedures for promotion set forth in University Policies. All other requests from NTT faculty members to be considered for promotion may be granted in the department's or unit's discretion. NTT faculty members may choose not to be considered for promotion, without prejudice to their continued employment or level of compensation within the department or unit.

## IV. NTT Contracts and Terms of Appointments

### A. Terms of Appointment

- 1. Except as set forth in Section II, appointment to a non-grant funded NTT faculty position shall be for a term of one to seven years and appointment to a grant funded NTT faculty position shall be for a term of six months to five years.
- 2. There is no limit to the number of NTT appointments an individual may receive, except as set forth in Section II above.

If successfully reappointed, NTT faculty shall receive appointment terms that are at least equal to or greater than the immediately preceding term of appointment, unless mutually agreed upon by the chair and faculty member. This provision shall not apply to appointments resulting from the failure to give timely notice of non-reappointment. This provision does not apply to grant-funded NTT faculty appointments.

- 3. As of July 1, 2018, an individual who has served in a full-time NTT title for at least six years within an eight year period, if reappointed thereafter, shall receive appointments of not less than three years, with one year notice of non-reappointment. This section does not apply to grant-funded NTT faculty.

4. Upon promotion to the rank of Associate Professor, NTT faculty will receive a term equal to the term held immediately prior to the promotion, but in no case shall such appointment upon promotion be less than three years. Upon promotion to the rank of Professor, NTT faculty will receive a term equal to the term held immediately prior to the term of promotion, but in no case shall such appointment upon promotion be less than three years. Upon promotion to the rank of Distinguished Professor, NTT faculty will receive a term equal to the term held immediately prior to the term of promotion, but in no case shall such appointment upon promotion be less than four years. This provision shall not apply to grant-funded NTT faculty appointments.
5. NTT Faculty in grant-funded positions may be released prior to the end of the term if grant funding ends or is reduced during the term of the appointment.

B. Notice of Non-Reappointment

Notice of non-reappointment shall be given in accordance with Policy 60.5.12. NTT faculty holding appointments of one year or more must be given notice of non-reappointment, or of intention not to recommend reappointment, as follows: four months prior to the expiration of the first year of academic service; seven months prior to the expiration of the second year of academic service; not later than twelve months in advance of the termination of the appointment in all other cases. If notice is not timely given, the contract will automatically be extended for a six month period. The notice and six month extension requirements in this section are not applicable if a grant-funded NTT faculty member is released during the term of a contract if grant funding ends or is reduced during the term of the appointment.

C. Removal during the term of an appointment

1. Except as provided in Section IV.A.5. above, during the term of an appointment an NTT faculty member may only be removed from his or her position for reasons related to performance, conduct or other just cause. If the University terminates an NTT faculty member during the term of the faculty member's appointment, the University shall provide the faculty member with a written statement of the reasons therefore, and afford the faculty member the opportunity to respond. In the event the University terminates the faculty member's employment during the term of the appointment, such action may be grieved pursuant to Article 9, Category One of the Rutgers-AAUP-AFT Agreement.
2. The University shall bear the burden of establishing just cause.

## V. Appointment Letters

A. Contracts offered to NTT faculty receiving letters of appointment and reappointment, shall be renewable contracts, subject to successful reappointment, with the exception of faculty in the Lecturer title, who shall be offered non-renewable contracts.

B. Letters of appointment, including letters of reappointment, shall include at least the following: (1) annual salary; (2) title/rank; (3) effective dates and term of appointment; (4) notification date for reappointment; (4) notice that the position is covered under the Recognition Clause of the collective negotiations agreement between the AAUP-AFT and the University; (5) the faculty member's responsibilities, which may be amended with written notice to the faculty member; and (6) the evaluation criteria for reappointment and promotion. This provision does not apply to faculty in the Lecturer title.

C. Appointment letters shall be provided to faculty members and to the AAUP-AFT. The purpose of the letter of appointment is to advise an NTT faculty member of the contractual terms of his/her term appointment. The terms, as set forth in the letter, are not subject to challenge through the grievance procedure, but alleged violations of the terms of the letter or of applicable University policies and provisions of this Article may be grieved as independent violations and the letter may be used as evidence in a grievance or arbitration proceeding.

## VI. Evaluation of NTT faculty members during the term of an appointment

- A. NTT faculty members shall be evaluated by the dean, department chair, director, principal investigator, or the designee of the University. NTT faculty may be evaluated annually; if applicable, such evaluation shall take place prior to the notice period for non-reappointment set forth in Section IV.B. above. Evaluations are not required for those in the Lecturer titles.
- B. The following minimum standards shall apply to the frequency of the evaluation of NTT faculty members.
1. During the term of a one or two year appointment, NTT faculty shall be evaluated prior to the notice period for non-reappointment set forth in Section IV.B. above.
  2. During the term of a three, four, or five year appointment, NTT faculty shall be evaluated at least twice.
  3. During the term of a six or seven year appointment, NTT faculty shall be evaluated at least three times.
- C. Faculty members shall be provided a copy of his/her written evaluations.

## VII. Criteria for Evaluation, Reappointment, and Promotion

- A. Reappointments of NTT faculty (excluding those in the Lecturer title) shall be based on the continuing need for the position, availability of funding and a positive formal evaluation.
- B. Criteria for evaluation, reappointment and promotion shall be established by each University department or unit for each NTT title series in use in such department or unit. Such criteria shall be clearly delineated by the appropriate unit (department or decanal) on its website.

## VIII. Policies and Procedures for Reappointment and Promotion of NTT Faculty

Applicable procedures for reappointment and promotion of NTT Faculty are as follows:

- Academic Promotion Instructions for Non-Tenure Track Faculty;
- Academic Promotion Instructions for Non-Tenure Track University Library Faculty; and
- Appointments, Reappointments and/or Promotions of Non-Tenure Track Faculty (also known as the “Short Form”)

IX. Grievances related to Non-reappointments or the denial of Promotion shall be processed in accordance with Article 11 or Article 9, as appropriate.

## X. Governance

Each department, school or unit shall examine the role of NTT faculty within its own governance structures and shall make the role of NTT faculty in governance as inclusive as appropriate.

XI. In accordance with applicable policy, the University may sponsor and support international NTTs in securing H1-B visas and permanent residency (a ‘green card’).

## XII. Long-Term Contract Law Faculty (“LTC”) in the Rutgers Law School <sup>21</sup>

A. Except as set forth in Section XII, Article 27 shall apply to LTC law faculty.

### B. Eligibility for Long Term Presumptively Renewable (LTPR) Contracts

1. To provide LTC law faculty members with “a form of security of position reasonably similar to tenure” in compliance with Standard 405 of the ABA Standards and Rules of Procedure for Approval of Law Schools, LTC law faculty normally are initially appointed to two, three-year non-presumptively renewable appointments and after successful completion of those two appointments, upon reappointment, LTC law faculty are appointed to five-year contracts that are presumptively renewable, as that phrase is used

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<sup>21</sup> See Appendix J “Agreement between the AAUP-AFT and Rutgers, The State University Regarding Article XXVII of the Parties’ 2014-2018 Collective Negotiations Agreement.”

in Interpretation 405-6 of ABA Standard 405(C).<sup>22</sup>

2. In the discretion of the Law School, pursuant to its policies and procedures, the LTC law faculty member may be given a five-year presumptively renewable contract prior to completion of two, three-year non-presumptively renewable appointments.

#### C. Letters of Appointment

1. In addition to the information listed in Section V.B. of Article 27, letters of appointment and reappointment issued to law school faculty who are eligible for LTPR contracts shall state the criteria for appointment to a LTPR contract.
2. In addition to the information listed in Section V.B. of Article 27, letters of appointment and reappointment issued to LTC faculty who are appointed to five-year contracts that are presumptively renewable shall expressly state that the LTC law faculty member is being appointed to a “five-year contract that is presumptively renewable.”

#### D. Evaluations of LTC Law Faculty

1. Section VI of Article 27, which provides that NTT faculty shall be evaluated twice during a five-year term, is modified as applied to LTC law faculty to require one evaluation during the final year of the five-year contract. Five-year presumptively renewable contracts for LTC law faculty shall conform to ABA Standard 405(c) as interpreted by Interpretation 405-6, and shall employ the standards that (1) reappointment is “presumptively renewable,” as described above; and (2) during the initial long-term contract or any renewal period, the contract may be terminated for good cause, including termination or material modification of the entire clinical program. Terminations of LTC law faculty shall follow Section IV.C. – Removal during the term of an appointment.
2. Prior to the evaluation, the faculty member shall also provide the co-dean at the LTC law faculty’s location with the following: a current curriculum vitae, a personal statement, and an outline of a five-year plan setting forth the faculty member’s goals for teaching, scholarship/clinical practice, and/or service.
3. The co-dean shall evaluate the faculty member utilizing a narrative framework or any other written format he/she deems appropriate in order to provide assessments and guidance as needed.
4. The co-dean may consult with other faculty members to obtain information regarding the LTC law faculty member’s teaching, scholarship/clinical practice, and/or service.
5. The final decision on whether to appoint a law school faculty member to a LTPR contract rests with the co-dean.

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<sup>22</sup> Faculty appointed to the Professional Practice title series with an appointment start date prior to June 30, 2019, are eligible for appointment and reappointment to LTPR contracts. For appointments with a start date after June 30, 2019, only faculty appointed to the Clinical Title series will be eligible for appointment and reappointment to LTPR contracts.

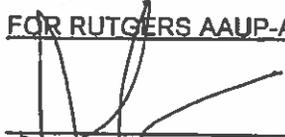
6. The appeal of a decision not to appoint a law school faculty member to a LTPR contract shall be filed as a grievance under Article 11.
- E. The appeal of the non-reappointment of a LTC faculty member with a LTPR contract shall be filed as an Article 9, Category One grievance.
- F. Sabbaticals for NTT Law School Faculty

NTT Law School faculty are eligible for sabbaticals pursuant to Article 25 of this Agreement. NTT Law School faculty teaching in the Clinical Program, who receive sabbaticals, shall be provided with case relief during the term of the sabbatical.

28 – TERM OF AGREEMENT

This agreement shall be effective from July 1, 2018 through June 30, 2022.

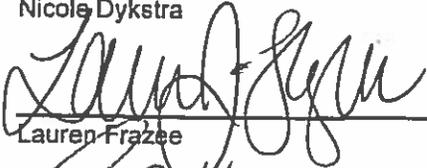
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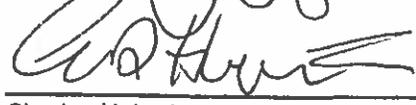
  
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David M. Hughes, Negotiations Chair

  
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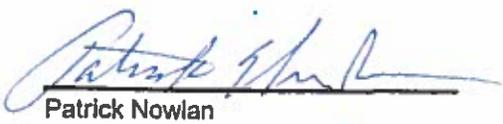
  
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Lauren Frazee

  
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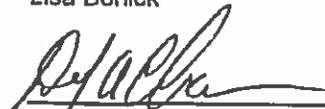
  
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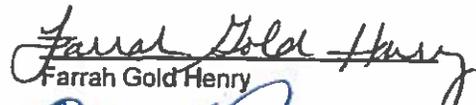
  
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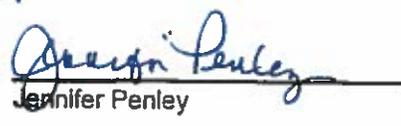
FOR RUTGERS UNIVERSITY

  
\_\_\_\_\_  
Lisa Bonick

  
\_\_\_\_\_  
David Cohen

  
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Farrah Gold Henry

  
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Quinne Matchett

  
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Jennifer Penley

  
\_\_\_\_\_  
Karen R. Stubaus

  
BJ Walker

  
Steve Weissman, Esq.

APPENDIX A  
ACADEMIC TITLES AND RANK EQUIVALENTS COVERED BY AAUP-AFT AGREEMENT<sup>23</sup>

<u>TITLE</u>	<u>JOB CLASS CODE</u>	
	<u>A.Y.</u>	<u>C.Y.</u>
<u>Rank of Distinguished Professor:</u>		
<u>Tenured/Tenure Track Titles</u>		
Distinguished Professor	89500	89520
Distinguished Professor Law	89540	89541
Extension Specialist (Professor II)	99100	99110
Law Librarian I	99140	99150
Professor II	89000	89010
Professor II Law	99040	99050
Special Professorial Title	99056	99057
University Professor	89005	89015
Distinguished Professor Dept. Chair	89510	89530
Professor II Dept. Chair	89001	89011
Special Professorial Title Chair	99059	99058
<u>Non Tenure Track Titles</u>		
Distinguished Clinical Professor	89552	89553
Distinguished Clinical Professor Law	89551	89550
Distinguished Professor of Professional Practice	97338	97339
Distinguished Research Professor	89560	89570
Distinguished Teaching Professor	97308	97309
Lecturer (Professor II)	99060	99070
Research Professor II	-----	-----
<u>Rank of Professor:</u>		
<u>Tenured/Tenure Track Titles</u>		
County Agent I (Professor I)	98180	98190
Extension Specialist (Professor I)	98060	98070
Law Librarian II	98140	98150
Librarian I	98120	98130
Professor I	88000	88010
Professor I [T-code]	-----	-----
Professor I Law	98160	98170
Extension Specialist (Professor I) Dept. Chair	98061	98071
Professor I Dept. Chair	88001	88011

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<sup>23</sup> This list is not inclusive of all titles covered by the collective bargaining agreement between Rutgers and the AAUP-AFT. It is meant to serve as a reference point for commonly used titles. The dashes on this list represent those union eligible titles that are currently encumbered but will be phased out of use. Please contact the Office of Academic Labor Relations if a title that you would like to use has not been included on the Appendix A.

<u>TITLE</u>	<u>JOB CLASS CODE</u>	
	<u>A.Y.</u>	<u>C.Y.</u>
<u>Non Tenure Track Titles</u>		
Clinical Professor	88002	88009
Clinical Professor Law I	98161	98171
Lecturer (Professor I)	98040	98050
Librarian of Practice I	97366	97367
Professor of Professional Practice	97336	97337
Research Professor I	98000	98010
Research Professor I [T-code]	-----	-----
Teaching Professor	97306	97307
<u>Rank of Associate Professor:</u>		
<u>Tenured/Tenure Track Titles</u>		
Associate Extension Specialist	97040	97050
Associate Professor	87000	87010
Associate Professor Law	97140	97150
County Agent II	97180	97190
Law Librarian III	97120	97130
Librarian II	97100	97110
Associate Extension Specialist Dept. Chair	97052	97051
Associate Professor Dept. Chair	87001	87011
County Agent II Dept. Chair	97167	97166
<u>Non Tenure Track Titles</u>		
Associate Professor (Non Tenure Track)	87012	99895
Associate Professor of Professional Practice	97334	97335
Associate Research Professor	97020	97030
Associate Teaching Professor	97304	97305
Clinical Associate Professor	87002	87009
Clinical Associate Professor Law	97141	97151
Lecturer (Associate Professor)	97160	97170
Librarian of Practice II	97364	97365
<u>Rank of Assistant Professor:</u>		
<u>Tenured/Tenure Track Titles</u>		
Assistant Extension Specialist	96040	96050
Assistant Professor	86000	86010
Assistant Professor Law	96140	96150
County Agent III	96180	96190
Law Librarian IV	96120	96130
Librarian III	96100	96110
Assistant Professor Dept. Chair	86001	86011

<u>TITLE</u>	<u>JOB CLASS CODE</u>	
	<u>A.Y.</u>	<u>C.Y.</u>
<u>Non Tenure Track Titles</u>		
Adjunct Assistant Extension Specialist	96231	96230
Adjunct Assistant Professor	96080	96090
Adjunct County Agent III	96240	96250
Assistant Professor (Non Tenure Track)	86002	86012
Assistant Professor of Professional Practice	97332	97333
Assistant Research Professor	96000	96010
Assistant Teaching Professor	97302	97303
Clinical Assistant Professor	86003	86004
Clinical Assistant Professor Law	96141	96151
Lecturer (Assistant Professor)	96160	96170
Librarian of Practice III	97362	97363
<u>Rank of Instructor:</u>		
Clinical Instructor	85001	85011
Clinical Instructor Law	96116	96117
County Agent IV	95140	95150
Extension Associate	95000	95010
Instructor	85000	85010
Instructor Law	96112	96113
Instructor of Professional Practice	97330	97331
Lecturer (Instructor)	95060	95070
Librarian of Practice IV	97360	97361
Research Associate	95040	95050
Teaching Instructor	97300	97301
 <u>OTHER TITLES COVERED BY AAUP-AFT AGREEMENT</u>		
Teaching Assistant	99722	99723
Graduate Assistant	99752	99753

## APPENDIX B

### COMMITTEE ON HEALTH INSURANCE AND QUALITY PATIENT CARE

- A. The parties acknowledge the mutual benefits to be derived from joint consultation, improved communication and joint problem solving regarding health insurance costs and regarding the need for high quality patient care.
- B. Therefore, the parties hereby establish a Committee on Health Insurance and Quality Patient Care. The purpose of this Committee is to facilitate communication between the parties during the term of the contract regarding health benefits available under the State Health Benefits Plan.
- C. The Committee shall be comprised of up to five (5) members of the AAUP-AFT and up to five (5) members of the Administration. Either party may bring other attendees to such meetings to respond to questions Committee members may have. The Committee shall not be authorized to commit the University to take any specific actions. If all Committee members are in agreement, specific plans regarding health insurance programs may be submitted as advice to the parties.
- D. The Committee shall meet as often as the members of the Committee deem necessary. Meetings will be established by the AAUP-AFT contacting the Administration to set a mutually convenient date for the meeting. The AAUP-AFT shall submit to the Administration an agenda for each meeting three weeks in advance of the meeting so that the Administration can appropriately prepare.
- E. The Committee shall begin meeting within (60) days of the ratification of this Agreement but in no event before three weeks of the AAUP-AFT's submission to the Administration of an agenda for the meeting.
- F. Alleged violations of this Article shall not be grievable, but rather may be presented by either party to the Committee for discussion.

## APPENDIX C

### AGREEMENT CONCERNING PAYROLL DEDUCTIONS FOR CONTRIBUTIONS TO COMMITTEE ON POLITICAL EDUCATION ("COPE") FOR EMPLOYEES REPRESENTED BY THE RUTGERS COUNCIL OF AAUP-AFT CHAPTERS, AMERICAN FEDERATION OF TEACHERS ("AAUP-AFT" OR "UNION")

WHEREAS, AAUP-AFT ("Union") has requested that RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY ("Rutgers") deduct from employees' wages contributions to the COPE; and

WHEREAS, during contract negotiations the Union asked Rutgers to make such payroll deduction and Rutgers agreed, as described in Article V of the parties' collective negotiations agreement, and as described in this Appendix C and in Appendix D,

WHEREAS, the Union and Rutgers acknowledge that Rutgers' agreement to implement payroll deductions for employees who choose to make contributions to COPE is not in any way an endorsement of COPE by Rutgers; and

WHEREAS, the Union and Rutgers have entered into an Indemnification Agreement executed simultaneously with this Agreement (Appendix D to the parties' collective negotiations agreement) for the purpose of indemnifying Rutgers against any liability arising from Rutgers' implementation of this payroll deduction program;

NOW, THEREFORE, the parties enter into this Agreement in order to set forth the parameters for administration of the payroll deduction for employee contributions to COPE ("payroll deduction") for employees represented by the Union and for the purpose of prescribing the obligations which Rutgers will undertake in regard to this payroll deduction and the obligations which the Union will undertake:

1. General: Responsibility for communicating to employees information about the payroll deduction resides with the Union and not with Rutgers. However, Union representatives may not conduct any business whatsoever concerning this payroll deduction on work time. Furthermore, no resources of Rutgers may be used with respect to the payroll deduction except as explicitly set forth in this Agreement.
2. Marketing and Enrollment:
  - a. Responsibility for communicating to employees information about the payroll deduction resides with the Union.
  - b. The Union acknowledges that the payroll deduction is not selected, sponsored, or endorsed by Rutgers or by the State of New Jersey and agrees not to make any representations to the contrary. The Union agrees that no materials which are distributed concerning the payroll deduction will identify Rutgers or the State of New Jersey in any way as a sponsor or endorser

and further agrees that such materials will include the following statement approved by Rutgers disclaiming any responsibility on the part of Rutgers for the information contained therein:

The payroll deduction suggested by the Union is not sponsored or endorsed in any way by Rutgers, the State University or by anyone on its behalf, or by the State of New Jersey. Rutgers makes no promises or representations of any kind whatsoever concerning this payroll deduction.

Such materials will clearly identify the representatives of the Union who are responsible for administrative details of the payroll deduction such as inquiries and problem resolution.

The Union will (within seven (7) days of the effective date of this Agreement) submit to Rutgers draft materials (letters) for the University's review and approval, which conform to the requirements as set forth herein. If additional materials for or about the payroll deduction are used to promote the payroll deduction or solicit applications that refer to Rutgers or the State of New Jersey they will be submitted to Rutgers' Office of Labor Relations for review before distribution in order to ensure that such materials comply with the provisions of this Agreement.

c. In the event that the University receives a COPE authorization form directly from an employee, rather than the AAUP-AFT, the University shall provide the AAUP-AFT with a copy of the form at the time the next COPE deductions are sent to the AAUP-AFT, and the AAUP-AFT thereafter shall incorporate any changes on the next roster it provides pursuant to 4c. below.

3. Cancellations: An existing payroll deduction may be canceled with thirty (30) days notice to Rutgers from the employee. The Union will prepare a cancellation notice within seven (7) days of the effective date of this Agreement for Rutgers' review and approval.

4. The Union Agrees:

a. To provide to Rutgers evidence that COPE is properly registered as required by applicable law, complies with reporting requirements imposed by law and makes contributions only in compliance with applicable legal standards.

b. To accept on a monthly basis whatever payroll deductions have been authorized by this Agreement and to make the contributions to COPE.

c. To provide Rutgers by the first of each month a roster in a format to be specified by Rutgers with the name, social security number and biweekly deduction amount for employees in the collective negotiations unit who have authorized payroll deductions for COPE.

d. To provide for the University's review all authorizations signed by employees, all cancellations signed by employees and all documents related to adjustments or changes to the payroll deduction and to thereafter retain the documents.

e. To provide refunds to participants as necessary.

- f. To be responsible for all administrative details such as inquiries, adjustments and problem resolution.
- g. To make routine adjustments to recover previously remitted contributions to the Union when Rutgers subsequently determines that such contributions should not have been credited to COPE due to the participant's having received unearned salary.
- h. To implement new enrollments, adjustments, or cancellations prospectively only, with no retroactive adjustments, except as may be required by Paragraph 4g above and by Paragraph 5b below.
- i. To notify Rutgers of the cancellation of payroll deductions by any participant by the first of the month prior to the month in which deductions are to be discontinued. To ensure that the amount that the employee deducts from each paycheck shall in no event exceed \$5,000 per year, or such other amount as the law permits.

5. Payroll Deductions:

- a. Rutgers will begin to take employee payroll deductions of fixed dollar amounts specified on the initial rosters to be supplied by the Union, in a format specified by Rutgers, on or about thirty (30) days after receipt in Payroll Services of the rosters. Such payroll deductions will begin on the first "benefits" payroll of each month and will be in the biweekly amount specified by the Union provided the participant has sufficient net pay to cover this deduction after all other mandatory and voluntary deductions are taken. There will be no retroactive deductions.
- b. Any amounts over deducted will be refunded to the employee by the Union.
- c. Payroll deduction will continue until such time as the participant moves out of a position represented by AAUP-AFT, terminates, requests to have the deductions cease, a new authorization is received from the Union specifying a different deduction amount or a term and condition of this Agreement fails.
- d. Rutgers will submit deductions to the Union within fifteen (15) days after the end of the month in which such deductions are taken, along with a roster reflecting the detail of the deductions.
- e. Rutgers will provide programming for these deductions at no cost to the Union. The Union will be liable for administrative, processing and other costs incurred by Rutgers in administering payroll deductions. Invoices will be submitted periodically to the Union by Rutgers. Payment is due within thirty (30) days after the date of invoice. Rutgers may suspend payroll deductions if payment is not made in timely fashion.

6. Grievances: The Union agrees not to file Article 9 grievances on their own behalf or on behalf of any collective negotiations unit member over the validity of this Agreement, or implementation of the specific provisions of this Agreement, or procedural matters related to the Agreement, or over any other matter arising from this Agreement. The Union may raise such

matters only before the Committee on Professional Relations (Article XXVI of the parties' collective negotiations agreement).

7. Sole and Entire Agreement: Article V.B of the parties' collective negotiations agreement, this Agreement and the Indemnification Agreement executed simultaneously with this Agreement constitute the sole and entire agreements between Rutgers and the Union concerning payroll deductions for contributions to COPE for employees represented by AAUP-AFT. No other promises or agreements shall be binding on the parties unless they are in writing and signed by the parties to these agreements.

8. Effective Date: This Agreement is effective as soon as practical after the effective date of the parties' July 1, 2011 – August 31, 2014 collective negotiations agreement to which this was an Appendix.

## APPENDIX D

### INDEMNIFICATION AGREEMENT

WHEREAS, the Rutgers Council of AAUP Chapters, American Federation of Teachers (AAUP-AFT) ("Union") has requested that RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY ("Rutgers") allow employees to choose to deduct from their paychecks amounts to be contributed to the AFT Committee on Political Education (COPE), a political action committee registered with the Federal Election Commission;

WHEREAS, the Union acknowledges that Rutgers has agreed to make such deductions as set forth in Article V.B of the parties' collective negotiations agreement and in Appendix B executed simultaneously herewith; and

WHEREAS, the Union acknowledges that, to the extent that Rutgers makes payroll deductions for employees who choose to make contributions to COPE, Rutgers is not in any way endorsing COPE; and

WHEREAS, Rutgers will honor valid written requests for payroll deductions to make contributions to COPE that are signed by employees represented by the Union and forward the amounts so deducted to the Union, as set forth more particularly in Appendix C, only on the condition that the Union indemnify Rutgers against any liability arising from Rutgers' participation in making these payroll deductions available;

NOW, THEREFORE, in consideration of Rutgers' and the Union's agreement that Rutgers honor valid written signed requests for payroll deductions to be made for contributions to COPE and to forward the amounts so deducted to the Union, the parties agree as follows:

1. 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 payroll deductions for COPE by Rutgers' employees or the implementation or application of the payroll deduction program. 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 the offering the payroll deduction to Rutgers' employees, or the implementation or application of the payroll deduction program.

2. This Indemnification Agreement also shall cover any claims or actions in connection with defending the legality of this Indemnification Agreement. Furthermore, the Union will not challenge the legality of this Indemnification Agreement or any portion thereof, nor assist any other person or entity in doing so. In the event that this Indemnification Agreement 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 otherwise may have regarding payroll deductions for COPE under Article V. B and under Appendix B shall cease, effective immediately.

3. The Union represents and warrants that the execution and performance of this Indemnification Agreement has been duly authorized and that the officer(s) executing the Indemnification Agreement on the Union's behalf is duly authorized to do so.

4. This Indemnification Agreement shall be governed by the laws of the State of New Jersey.

## APPENDIX E

1. Grievances alleging that the reappointment, promotion or tenure decision of an evaluator or an evaluative body was based on discrimination towards the faculty member in violation of Article 4 must be filed in accordance with the following:
  - a. The grievance must be presented on a form mutually acceptable to the AAUP-AFT and Rutgers as set forth in A.3.a - A.3.f of Article 10 or B.1 of Article 11, as applicable.
  - b. The grievance must be presented within the timeframes and shall follow the pre-hearing procedures set forth in B.1.a. - B.1.l of Article 10 or B.5 of Article 11, as applicable.
2. Grievances filed in accordance with paragraph 1 above shall be forwarded to, and, if applicable, investigated, and responded to, by the Office of Employment Equity (“OEE”) pursuant to University Policy and Process. The grievant shall participate in this investigation or this portion of the Article 10 or Article 11 or the grievance shall be denied with prejudice.
3. The University and the AAUP-AFT agree that the OEE investigation shall not delay the processing of grievances by the Grievance Committees or delay reconsideration, on remand, of promotion, reappointment and/or tenure decisions, as applicable, by evaluators or evaluative bodies pursuant to Article 10 and Article 11.
4. If OEE determines that the reappointment, promotion or tenure decision of an evaluator or an evaluative body was based on discrimination towards the faculty member in violation of Article 4 (and should that determination be appealed by the evaluator or evaluative body pursuant to University Policy and be sustained following that appeal), the Office of Academic Labor Relations shall remand the evaluation consistent with the procedures set forth in Article 10 or Article 11. Allegations not based on discrimination by an evaluator or evaluative body in an Article 10 or Article 11 grievance shall be handled in accordance with Article 10 or Article 11.
5. If OEE determines that the reappointment, promotion or tenure decision of an evaluator or an evaluative body was not based on discrimination towards the faculty member in violation of Article 4 (or that the allegations do not present facts that are covered by Article 4) the AAUP-AFT may appeal the OEE decision, following a final ruling on an appeal of that determination pursuant to University Policy, to binding arbitration by filing a written notification to OALR in accordance with Article 9(E) of the collective negotiations agreement and an arbitrator shall be selected to hear the dispute in accordance with the procedures set forth in Article 9(E). Should the arbitrator sustain the appeal, the arbitrator shall be limited to providing the grievant with a remand of the promotion or tenure decision and the remand shall be processed consistent with the procedures set forth in Article 10 or Article 11.

6. A remand ordered by the Office of Academic Labor Relations as a result of a final determination by OEE, or by an arbitrator, as a result of a finding of discrimination by an evaluator or an evaluative body, shall be consolidated with any remand that might result from a Grievance Committee decision sustaining allegations not based on discrimination by an evaluator or an evaluative body in the Article 10 or Article 11 grievance, unless consolidation would result in delay by evaluators or evaluative bodies reconsidering tenure, promotion or reappointment decisions and the grievant objects to consolidation.
7. The procedures set forth in Article 10 or Article 11 shall apply to the consolidated remand on all remanded allegations.

APPENDIX F

**Agreement between the AAUP-AFT and the University revising and replacing May 9, 2002  
Memo to Concerned Faculty Members Regarding Confidentiality of Evaluation and Article  
X Grievances**

Most, perhaps all, units of the University have long-standing traditions of maintaining confidentiality regarding the deliberations of evaluative bodies such as departments and appointments and promotions committees considering candidacies for reappointment, promotion, and/or tenure. There are many reasons why it is generally good practice to abide by these traditions. At the same time, clarification of the status of these traditions is in order.

Upon completion of the reappointment or promotion process, the candidate, whether successful or not, has access to the narrative summaries of the deliberations of all internal evaluative levels through the Promotion Review Committee. No information that might identify the writers of confidential external letters of evaluation, however, may be disclosed. Except as may be required by law, University Policy, and/or the collective negotiations agreement, after the process is complete, any participant in such deliberations shall not: (a) be prohibited from disclosing, aspects of the discussion that, in his or her judgment, there is good and sufficient reason to disclose; or (b) be compelled to disclose aspects of the discussion. In particular, it is not uncommon for a department member, an A & P Committee member, or a dean to testify in an Article X grievance hearing, at the behest either of the University or of the grievant, about some aspect(s) of the deliberations in which he or she participated. It should be noted that, unlike a legal proceeding, no one can be compelled to testify in such a hearing and the scope and limits of any disclosure are at the discretion of the individual making it. It should also be noted that the Article X grievance procedure itself is confidential, as provided in Article X. Section C, "Confidentiality."

We hope that the above helps to clarify this matter.

On behalf of the AAUP-AFT:

  
\_\_\_\_\_  
Dated: 3/21/19

On behalf of the University:

  
\_\_\_\_\_  
Dated: 3/21/19

## APPENDIX G

### SIDEBAR AGREEMENT REGARDING FACULTY DISMISSAL PROCEDURES

1. A pool of 8-12 professional arbitrators jointly agreed to by the University and the AAUP-AFT shall be established on an annual basis. A selection method jointly developed by the parties that insures both rotation in the use of arbitrators and random assignment shall be utilized by the University to designate an arbitrator as presiding officer for hearings conducted pursuant to University regulations. The arbitrator shall not participate in deliberations of the panel or in preparation of its report, but shall be responsible for conducting the hearings consistent with University regulations and ruling on all procedural issues that arise. The cost of arbitrators shall be borne by the University.
2. The University's obligation prescribed by University Regulation 3.98 to pay the reasonable expense of the faculty member shall not exceed \$90,000.

APPENDIX H  
SIDEBAR AGREEMENT  
FACULTY SUSPENSIONS AT LESS THAN FULL PAY

1. A faculty member of the negotiations unit may be suspended at less than full pay for a period of up to one semester, or an equivalent period. By no later than the termination of the semester, the faculty member shall be reinstated unless a proceeding is instituted in conformity with University Policy 60.5.1.
2. When the University believes that suspension of a faculty member at less than full pay may be warranted, the following shall apply<sup>24</sup>.
  - a. The faculty member shall be given a written notice setting forth the reasons why a suspension at less than full pay is being considered, including any policies alleged to have been violated (if applicable) and the time and place of a meeting with the dean to give the faculty member, who may be represented by the AAUP-AFT, an opportunity to state why the suspension at less than full pay is not warranted. The meeting shall be held within 14 working days of receipt of the written notice. When such notice is given, separate notice shall be provided to the AAUP-AFT.
  - b. If the faculty member avails him/herself of the opportunity to be heard, the faculty member will be permitted to respond to the reasons set forth in 2.a. and to make any other statement regarding the appropriateness of the suspension.
  - c. After the dean meets with the faculty member, and/or before a final determination of wrongdoing or penalty is made, the dean shall form a committee of not less than three department chairs and/or members of an Appointments and Promotions Committee (if there are no chairs or an insufficient number of chairs available). The members of the committee shall be selected at random by the dean from among the eligible faculty members from the decanal unit and/or from other units on the dean's campus if there are an insufficient number within the decanal unit. The faculty member and the dean each shall have one preemptory challenge, which shall be exercised within 48 hours of committee selection and prior to notification of committee members.
  - d. The dean shall consult with the committee concerning the alleged wrongdoing and any proposed penalty of suspension at less than full pay. The dean shall make available to the committee the notice to the faculty member setting forth why a suspension at less than full pay is being considered, any written responses from the faculty member, and any documents provided by the faculty member to the dean. In addition, the dean shall make available to the committee documents upon which the dean relies to support a suspension at less than full pay, subject to appropriate redaction and to the extent such documents are not otherwise barred from disclosure by statute, regulation, or common law.

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<sup>24</sup> The University may appoint a designee in the role of the Dean and/or Chancellor in matters where the Dean and/or Chancellor is unable to fulfill that function, including but not limited to situations when there is a direct or indirect conflict, or an absence from the University.

- e. Upon request of the faculty member, and following the committee's consideration of the information identified in section d above, the committee shall hear a short oral presentation by the faculty member or his/her AAUP-AFT representative. If the faculty member provides the committee with written documentation during the meeting, a copy shall be provided to the Dean. The committee shall provide the dean with non-binding advice regarding the alleged wrongdoing and the proposed penalties.
  - f. Within 14 working days of the committee meeting, the faculty member shall be informed in writing by the dean whether the suspension at less than full pay, or some lesser penalty, is being imposed and whether the committee agreed with the action taken by the dean.
  - g. Within five working days of receipt of the dean's decision, the faculty member may appeal this decision to the appropriate chancellor. The chancellor shall render a decision on the appeal within seven working days. No penalties may be implemented until either the deadline for appeal has passed with no appeal filed or the chancellor has rendered a decision on the appeal.
3. In a case where the University reasonably believes that the faculty member poses an immediate and serious threat such that the imposition of a suspension should not be delayed, a suspension with pay may be imposed immediately. Thereafter, the University shall follow the provisions set forth above in Section 2 to impose a suspension at less than full pay for a period of up to one semester.
4. The imposition of discipline under the Appendix H Process may be grieved as a Category One grievance under Article 9.

Appendix I

MEMORANDUM OF AGREEMENT

It is hereby agreed between Rutgers, The State University of New Jersey (the "University") and the Rutgers Council of AAUP Chapters (the "AAUP") that, as long as the Article X definitions of a cognizable grievance exclude the allegation of "arbitrary and capricious," the Academic Reappointment/Promotion Instructions, Sections on the Responsibilities of the Department Chair and Responsibilities of the Dean shall continue to begin with the language set forth below:

Academic Reappointment/Promotion Instructions:

Section J. Responsibilities of the Department Chair

*"The department chair is responsible for ensuring that a thorough, rigorous and appropriately informed process of evaluation take place for each candidate."*

Section L. Responsibilities of the Dean

*"It is the responsibility of the dean to ensure that a thorough, rigorous and appropriately informed process of evaluation take place for each candidate."*

 6/4/99  
For the University Date

 6/14/99  
For the AAUP Date

## APPENDIX J

### 9-7-17 Final

#### Agreement between the AAUP-AFT and Rutgers the State University, Regarding Article XXVII of the Parties' 2014-2018 Collective Negotiations Agreement ("Agreement")

WHEREAS, prior to June 2016, letters of appointment to clinical faculty at Rutgers School of Law, Newark, who had completed the Clinical Scholar Series, and to clinical faculty at Rutgers School of Law, Camden, specified that the five-year contracts received by clinical faculty were "presumptively renewable;" and

WHEREAS, in June 2016, letters of reappointment to clinical faculty in Camden and Newark with five-year presumptively renewable contracts did not refer explicitly to the contracts being "presumptively renewable;" and

WHEREAS, in July 2015, the Board of Governors combined Rutgers School of Law, Camden and Rutgers School of Law, Newark to form one unit, known as Rutgers Law School ("Law School"); and

WHEREAS, in December 2013, the University and the AAUP-AFT entered into a Memorandum of Agreement that has been incorporated into the 2014-2018 collective negotiations agreement as Article XXVII and which establishes certain terms of employment and protections for all Non-Tenure Track faculty and references certain title series used by the Law School, including the Clinical Law Title Series; and

WHEREAS, pursuant to the American Bar Association Standards and Rules of Procedure for Approval of Law Schools ("ABA Standards") — specifically ABA Standard 405(c), as interpreted by Interpretation 405-6 — certain Law School faculty shall be appointed to presumptively renewable five-year contracts ("long-term-contract law faculty" or "LTC law faculty"); and

WHEREAS, the AAUP-AFT and the University desire to conform the terms of Article XXVII to apply the ABA Standards to the LTC law faculty in order to ensure the Law School's ongoing satisfaction of the ABA standards;

THEREFORE, the AAUP-AFT and the University agree to the following:

1. Letters of appointment and reappointment issued to all LTC law faculty shall conform to the letters of appointment and reappointment issued prior to June 2016 and shall expressly state that the contracts to which such faculty members are being appointed are "five-year presumptively renewable contracts."
2. Letters of appointment and reappointment issued in June 2016 to LTC law faculty shall be revised and reissued to conform to paragraph 1 above.

3. Section VI(C) of Article XXVII, which provides that NTT faculty shall be evaluated two times during a five-year term, is modified as applied to LTC law faculty to require one evaluation during the final year of the five-year contract. The evaluation procedure shall be conducted in accordance with the standard that such long term contracts are presumptively renewable. Prior to the evaluation, the faculty member shall provide the co-dean at the LTC law faculty member's location with the following: a current curriculum vitae, a personal statement, and an outline of a five-year plan setting forth the faculty member's goals for teaching, scholarship/clinical practice, and/or service. The co-dean shall evaluate the faculty member utilizing a narrative framework or any other written format he/she deems appropriate in order to provide assessments and guidance as needed. The co-dean may consult with other faculty members to obtain information regarding the LTC law faculty member's teaching, scholarship/clinical practice, and/or service. The final decision with respect to reappointment/renewal will rest with the co-dean.
4. To provide LTC law faculty members with "a form of security of position reasonably similar to tenure" in compliance with Standard 405 of the ABA Standards and Rules of Procedure for Approval of Law Schools, LTC law faculty normally are initially appointed to two, three-year non-presumptively renewable appointments and after successful completion of those two appointments, upon reappointment, LTC law faculty are appointed to five-year contracts that are presumptively renewable, as that phrase is used in Interpretation 405-6 of ABA Standard 405(c). A copy of ABA Standard 405(c) and Interpretation 405-6 in effect as of the date of the execution of this Agreement is attached hereto and incorporated by reference herein. In the discretion of the Law School, pursuant to its policies and procedures, the LTC law faculty member may be given a five-year presumptively renewable contract prior to completion of two, three-year non-presumptively renewable appointments. All terminations during the term of a contract are subject to the provisions of Article XXVII(1V)(B) of the parties' collective negotiations agreement.
5. Except as provided for in this Agreement, Rutgers and the Union agree that nothing in this Agreement is intended to alter or amend the collective negotiations agreement between Rutgers and the Union.
6. Rutgers and the Union understand and agree that this Agreement and the benefits provided under it are made in settlement and compromise of disputed claims and nothing in this Agreement is to be construed as an admission of wrongdoing by any party.
7. No waiver of any breach of any term or provision of this Agreement shall be construed to be a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the party waiving the breach.
8. This Agreement will be interpreted and enforced under the laws of and in the State of New Jersey. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable laws. If any provision of this Agreement shall, for any reason, be adjudged by a court of competent jurisdiction to be

invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remainder of the Agreement.

9. Rutgers and the Union agree that this Agreement is deemed to have been drafted jointly by the parties. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.
10. The Union agrees that the terms of this Agreement shall neither set a precedent nor constitute a past practice with respect to non-tenure track faculty, other than LTC law faculty, and Rutgers and the Union agree that this Agreement shall not be referenced or relied upon in any other matter whether pending or in the future, including grievances and arbitrations brought under the terms of any AAUP-AFT collective negotiations agreement on behalf of non-tenure track faculty, other than LTC law faculty, including, but not limited to Article XXVII of the parties' collective negotiations agreement. Any party may introduce this Agreement into evidence in any legal proceeding brought to enforce the terms of this Agreement, including in an arbitration proceeding to enforce the terms of this Agreement under the grievance/arbitration provisions of Article IX of the parties' collective negotiations agreement.
11. This Agreement represents the entire Agreement and understanding between the parties and supersedes any prior agreement, understanding, or negotiations. There are no agreements, representations, or promises, either oral or written, with respect to the subject matter of this Agreement except as expressly stated in it. No change to or modification of this Agreement shall be valid or binding unless it is in writing and signed by the Union and Rutgers.
12. This Agreement may be signed in counterparts and, if so signed, this Agreement shall have the same force and effect as if signed at the same time. In addition, fax signatures on this Agreement shall be deemed originals.
13. The individuals listed below represent that they have authority to enter into this Agreement on behalf of their principals.

RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY

Dated: September 8, 2017

By: Lisa Brick

AAUP-AFT

Dated: September 11, 2017

By: Detrick Wood

### Side Letter regarding Representation Fees

The AAUP-AFT agrees that if a court orders the return of representation fees deducted from the paychecks of non-members by the University and transmitted to the AAUP-AFT, the AAUP-AFT shall be solely responsible for the reimbursement of such fees.

The parties agree that Article VI – Representation Fees, as set forth in the parties' 2014-2018 collective negotiations agreement is deleted in its entirety in the 2018-2022 agreement.