



Dear AAUP-BHSNJ Members:

We are pleased to announce the settlement of the AAUP-BHSNJ contract with Rutgers, RBHS.

We are writing to provide you with a summary of the terms of the collective negotiations agreement between the University and the AAUP-BHSNJ faculty, who comprise the vast majority of the faculty in RBHS. This tentative agreement was reached late on Monday night; we believe it is a very good agreement, both for the AAUP-BHSNJ and for the University.

The basic terms of the agreement are as follows:

**Contract term:** July 1, 2013—June 30, 2018

**Compensation:**

July 1, 2014: 2.0% across-the-board increase to academic base

July 1, 2015: 2.0% across-the-board increase to academic base

July 1, 2016: 2.125% merit pool for increases ranging from 1% to 7.5%

July 1, 2017: 2.125% merit pool for increases ranging from 1% to 7.5%

(with an agreement to have a subcommittee make recommendations regarding the process to determine merit increases.)

**Lump Sum Payment:** Those faculty who were in the collective negotiations unit on July 1, 2013 and continue to be in the unit on the date of payment will receive a one-time lump-sum payment totaling \$2000, paid out as follows: \$1000 paid as soon as practicable following ratification of the agreement, and \$1000 paid effective the first full pay period following July 1, 2016.

**Removal of the faculty salary maxima:** We have an agreement to the removal of faculty salary maxima in the contract. This allows those faculty who have historically “bumped against” the maxima and have been subject to receiving a “lump sum” bonus, to receive the same salary increases as their colleagues.

**Extramural Research Incentive Program:** Our new agreement calls for the creation of a subcommittee regarding a new incentive program that will properly incentivize grant activity. The new program will be created by a small joint labor/management committee which will make its recommendations for a new incentive program to Senior Vice President Chris Molloy. The newly-developed Extramural Support Incentive Award will apply to all proposals submitted after November 15, 2015.

**Appointments and Promotions Guidelines:** The AAUP-BHSNJ negotiated the negotiable portions of the A&P Guidelines which include additional job security and multi-year contracts. In addition, we adopted the Rutgers formal grievance procedure to help ensure the integrity of the reappointment, promotion and tenure procedures.

**At-Will and Qualified Titles:** There will no longer be “at-will” or “qualified title” appointments. We also agreed on a “safety net” for those faculty who are currently on an “at-will” contract.

**Grievance Process:** The new agreement has a more effective grievance process and a clause for “Termination for Cause.”

**Holidays:** Good Friday is no longer considered a “holiday.” Instead, the number of float holidays have been increased from three (3) to four (4).

**Employee Benefits:** Donut hole provision: Effective January 1, 2018, these faculty may participate in the Rutgers University Alternate Benefit Program and Trust (ABP Trust). Those currently participating in the former UMDNJ Benefits Assistance Program (BAP) will have a one-time option to choose, as of January 1, 2018, whether to continue to participate in the BAP or to participate in the ABP Trust going forward from that date. The BAP will no

longer be available to employees hired on or after January 1, 2018.

**Tuition Remission/Reimbursement:** Dependent children of AAUP-BHSNJ unit members will be eligible for tuition remission as of the beginning of the semester immediately following ratification of the agreement. Employee tuition remission or reimbursement will be provided for AAUP-BHSNJ unit members who are required to obtain a more advanced degree or undergo professional development/continuing education in order to retain or advance in their RBHS position. This benefit will also apply as of the beginning of the semester immediately following ratification of the agreement.

**Faculty Transition to Retirement Program:** There will be a new Faculty Transition to Retirement Program for retirements effective beginning July 1, 2016, wherein a faculty member may elect to take retirement and then be hired back by the University for an appointment of up to 50% load and 50% salary. The identical program was negotiated for the AAUP-AFT (legacy Rutgers) faculty. In order to be eligible faculty must be at least 55 years of age and have at least 10 years of service at the time of program application. Applications are due April 1, 2016 for the first year of the program. Details regarding program implementation will be forthcoming in the coming weeks.

**Professor Emeritus:** This status will align with the "Legacy Rutgers" policy.

**"Subject to" Language:** We agreed to "Subject To" language in the event of fiscal exigency. This language provides for a specific process and document production, along with a dedicated panel of arbitrators.

**Subcommittees:** Subcommittees have been established to further discuss and come to agreement on matters pertaining to:

- ∞ The School of Nursing
- ∞ Librarians
- ∞ School of Health Related Professions
- ∞ Merit Based Increase for 2017
- ∞ Extramural Support Incentive Awards

**NJMS Titles:** The titles of Section Chiefs, Division Chiefs and Division Directors are being removed from Union membership. However, the parties agreed that this will not take effect until three months after ratification and that these faculty will receive the same lump sum bonuses on the dates shown above and the 2014 and 2015 across-the-board raises.

**Summary:** As noted above, we believe this is a very good contract for the AAUP-BHSNJ and for the University. We look forward to implementing the agreement and to continue the highly collaborative relationship that we forged in the spring, which allowed us to accomplish in six months (from April to September) what had not been accomplished in six years (the length of time this faculty had been working without a contract).

Obviously, labor negotiation is a team endeavor. Without the superb assistance and good will of the negotiating teams, none of this would have been possible. Please join us in congratulating the AAUP-BHSNJ's Team: Ilyssa DeCasperis, AAUP-BHSNJ Executive Director, Dr. Cheryl Biber, President, AAUP Board of Governors, Dr. Roger Johansen, Vice President, AAUP Board of Governors, Dr. Ann Murphy, AAUP Council, Dr. Catherine Monteleone, AAUP Council, Bob Witkowski, AAUP Senior Labor Rep and the University's Team: Dr. Karen Stubaus, Vice President of Academic Labor Relations and Administration, David Cohen, Associate Vice President and Senior Counsel for Labor and Employment, Lisa Bonick, Executive Director Academic Labor Relations, Lisa Wahler, Associate Vice President and Deputy General Counsel, Kathy Bramwell, Chief Financial and Administrative Officer, Vivian Fernandez, Vice President for Faculty and Staff Resources and Shannon Kenny, Labor Relations Specialist on this great achievement. The contributions of each were absolutely necessary in order to get us to this place.

Sincerely,

Stephen J. Moorman, Ph.D.  
AAUP-BHSNJ Council President and  
Lead Negotiator

Dr. Brian L. Strom  
Chancellor, RBHS

## **PREAMBLE**

The New Jersey Medical and Health Sciences Education Restructuring Act incorporated certain schools, centers and institutes of the former University of Medicine and Dentistry of New Jersey (UMDNJ) into Rutgers, the State University of New Jersey (hereinafter called the "University"). This Agreement is effective July 1, 2013, by and between the University and the Council of Chapters of the American Association of University Professors Biomedical and Health Sciences of New Jersey (hereinafter called the Association). The parties recognize that it is their responsibility to provide a high quality educational program, to encourage the development of new knowledge through research, and to provide service to the larger community and that this Agreement is intended to contribute to the fulfillment of those responsibilities. The parties recognize and declare that it is their mutual goal to maintain a harmonious relationship in determining mandatorily negotiable terms and conditions of employment. To this end they mutually enter into this Agreement intended to state the relationship between the University and the Association under applicable State and Federal law.

AGREED: 5/7/15

## ARTICLE I

### DEFINITIONS

1. A "Legacy UMDNJ" position is a position, which historically was associated with the University of Medicine and Dentistry of New Jersey before July 1, 2013.
2. For purposes of this Agreement, the legacy UMDNJ positions are found in the following entities:
  - a. New Jersey Medical School
  - b. Rutgers School of Dental Medicine
  - c. Graduate School of Biomedical Sciences
  - d. Robert Wood Johnson Medical School
  - e. School of Health Related Professions (excluding Program Directors; terms and conditions of employment of faculty in SHRP to be negotiated.)
  - f. School of Nursing (Newark)
  - g. ~~College of Nursing (Camden)~~ (pending agreement on member transfer to AAUP-AFT collective negotiations unit)
  - g. University Libraries
  - h. School of Public Health
3. Faculty unit members refers to all faculty members represented by the Association as described in Article II, Recognition.
4. Librarian unit members refers to all librarian members represented by the Association as described in Article II, Recognition.
5. Grievant is a member of the Association who has filed a grievance under Article V.
6. Bargaining unit members, unit members or employees refers to all members of the bargaining unit as described in Article II.

Agreed: 8/26/15 and 9/21/15

## **Article II**

### **Recognition**

The University recognizes the Association as the exclusive negotiating agent for all full-time teaching and/or research faculty and librarians, all part-time teaching and/or research faculty and librarians who are employed at 50% or more of full-time by the University in legacy UMDNJ positions, but specifically excluding, all faculty members and librarians who are employed by the University at less than 50% of full-time, all faculty members and librarians who in addition to their professorial or librarian titles hold any title which carries managerial, administrative, or supervisory responsibility (among titles so excluded are President, Vice President, Chancellor, Senior Vice Chancellor, Vice Chancellor, Provost, Dean, Vice Dean, Associate Dean, Associate Vice President, Assistant Dean, Assistant to the Dean, Director, Department Chairperson, Section Chief, Division Chief, Division Director, University Librarian, Assistant University Librarian, Campus Library Director, Personnel Administration Librarian, Supervising Librarian); persons otherwise employed by the University who are presently represented for purposes of collective negotiations by another employee organization and all other employees not employed as faculty or librarians, for the purpose of negotiations regarding the terms and conditions of employment and in the settlement of grievances.

AGREED: 9/21/15

Deleted Effective 9/24/15

KRS

9/24/15



1,000th Anniversary of the United States

FOR THE GOVERNOR  
OF THE STATE OF MARYLAND

FOR THE GOVERNOR  
OF THE STATE OF MARYLAND

October 3, 2011

JD  
9/24/15

2011 Letter of Appreciation  
#1700000000

The Governor and I extend our warmest thanks to the members of the United States Marine Corps who served in the line of duty during the Vietnam War. We are proud to honor their service and sacrifice. The United States Marine Corps is a proud tradition and a source of pride for all Americans. We are grateful for the service and sacrifice of the United States Marine Corps and the United States Marine Corps members who served in the line of duty during the Vietnam War.

FOR THE GOVERNOR

FOR THE GOVERNOR

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1,000th Anniversary of the United States



## Memorandum of Agreement

Effective three (3) months following the date of ratification, the AAUP-BHSNJ agrees to the University's proposal on Article II, Recognition dated April 30, 2015 and agrees to the removal of the Side Letter of Agreement on Recognition, dated December 9, 1994, from the contract. Consistent with this agreement, Section Chiefs, Division Chiefs and Division Directors at New Jersey Medical School will no longer be titles included in the AAUP-BHSNJ unit. The University and the AAUP-BHSNJ agree that individuals holding these titles immediately prior to ratification will receive the salary payments below, provided they otherwise meet the eligibility requirements for such increases:

- A one-time lump sum payment in the total amount of \$2,000. This payment will not increase base salaries of unit members. Payment will be made to those employees holding positions noted above in the collective negotiations unit on July 1, 2013 and continuing through the date of payment. The \$2,000 lump sum payment will be paid to eligible faculty as follows: \$1,000 will be paid following ratification of the Agreement; \$1,000 will be paid the first full pay period after July 1, 2016.
- July 1, 2014 – 2.0% across the board increase to academic base salary
- July 1, 2015 – 2.0% across the board increase to academic base salary

AGREED: 9/21/15

## ARTICLE IV - PERSONNEL FILES

A. The official personnel file for each faculty member shall be maintained in the office of the appropriate dean or director or in the office of the Vice President for Information Services and University Librarian. 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. Any member of the bargaining 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.

C. The official personnel file shall be available for examination by the bargaining 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. A unit member may have his/her union representative present during such review/examination.

D. 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.

E. 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 or the Vice President for Information Services and University Librarian 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 or the Vice President for Information Services and University Librarian to the chancellor.

F. If a bargaining unit member believes that material necessary to give a reasonable representation of his/her record exists elsewhere, the bargaining 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 bargaining unit member shall have the right to prepare a written response to any document in the official personnel file which the bargaining 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.

AGREED: 8/12/15

## ARTICLE (#TBD) - GRIEVANCE PROCEDURE

(to replace the current 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.

A. 1. A grievance under this Article (#TBD) is defined as: Category One: An allegation that, with respect only to those provisions of this Agreement which affect mandatorily negotiable terms and conditions of employment, there has been a violation of such a provision or provisions of this Agreement which has affected mandatorily negotiable terms and conditions of employment of a member or members of the bargaining unit. 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: An allegation that, with respect only to those University policies, agreements, administrative decisions, or Regulations which affect mandatorily negotiable terms and conditions of employment, there has been a misrepresentation, misapplication or violation of such a University policy, agreement, administrative decision, or Regulation which has affected mandatorily negotiable terms and conditions of employment of a member or members of the bargaining unit.

An allegation that, with respect only to those University policies, agreements, administrative decisions, or Regulations which are not mandatorily negotiable but which intimately and directly affect the work and welfare of members of the bargaining unit, there has been a misrepresentation, misapplication or violation of such a University policy, agreement, administrative decision, or Regulation which has intimately, directly, and negatively affected the work and welfare of members of the bargaining 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, such as grievances concerning allegations of unjust discipline<sup>1</sup>, and which has not been provided for under Category One.

Also included in Category Two are allegations of harassment of a member of the bargaining unit. Harassment is intentional persistent or repeated differential treatment, without reasonable

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<sup>1</sup> Discipline is the formal imposition of a penalty in response to alleged wrongdoing by a member of the bargaining unit

cause, that negatively and directly affects the work and welfare of a member of the bargaining unit.

A. 2. Excluded from this grievance procedure are:

A. 2. a. All matters defined grievable under the terms of other grievance procedures between the University and the AAUP-BHSNJ;

A. 2. b. An allegation regarding the evaluation of a grievant for reappointment, promotion and/or tenure, as provided in Article (#TBD) of this Agreement;

A. 3. A grievance under this Article may be filed by a bargaining-unit member or members, if more than one member has been affected, or by the AAUP-BHSNJ. A grievance filed by a member or members of the bargaining unit may only be filed with the AAUP-BHSNJ and will be promptly transmitted to the Office of Academic Labor Relations by the AAUP-BHSNJ.

B. Requirements for Filing.

B. 1. A grievance must be filed in writing with the Office of Academic Labor Relations within six months of the date on which the grievant should reasonably have known of the occurrence of the alleged violation, or within 30 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, Regulations, 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 bargaining-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-BHSNJ delivers it to the Office of Academic Labor Relations. Grievances may be submitted electronically.

B. 3. 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 after the conclusion of mediation. 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. Limited requests for specific information essential for an understanding of the grievance shall not unreasonably be denied prior to the scheduling of mediation.

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-BHSNJ, 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-BHSNJ 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-BHSNJ.

C. 6. Unless the parties agree otherwise, participants in mediation shall be limited to the mediator, the grievant, no more than two AAUP-BHSNJ 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-BHSNJ, notifies the University that he/she believes mediation with that individual as University representative would be pointless. In such cases, Vice President for Academic Affairs and Administration 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-BHSNJ but shall not be individuals who bear the title of Counsel, Associate Counsel, or Assistant Counsel. Unless the mediator objects, the AAUP-BHSNJ 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. No resolution of a grievance shall 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-BHSNJ.

C. 11. If no resolution is reached through mediation, the grievance may be pursued at Step One of this grievance procedure.

#### D. STEP ONE

D. 1. The Vice President for Academic Affairs and Administration 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 Vice President for Academic Affairs and Administration or his/her designee or the AAUP-BHSNJ to be concerned in or to have knowledge of the matter. If the grievant believes it necessary to meet with the Vice President for Academic Affairs and Administration 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 Vice President for Academic Affairs and Administration 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 Vice President for Academic Affairs and Administration 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.

D. 4. Should the grievant fail, without valid reason, or refuse to meet with the Vice President for Academic Affairs and Administration or his/her designee when such a meeting has been requested either by the grievant or by the Vice President for Academic Affairs and Administration or his/her designee, the AAUP-BHSNJ shall not be permitted to invoke Step Two

of the grievance procedure and the decision of the Vice President for Academic Affairs and Administration 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-BHSNJ. The University shall have the right to assume that any representative who appears with the grievant is approved by the AAUP-BHSNJ. The grievant's representatives shall be members of the bargaining unit and/or AAUP-BHSNJ staff. Although the University may request members of the bargaining unit to participate in the investigation of, and meetings about, a grievance, a member of the bargaining unit may not be a designee of the Vice President for Academic Affairs and Administration 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-BHSNJ, or within 15 working days if the parties agree that the problem requires an accelerated schedule, the Vice President for Academic Affairs and Administration or his/her designee shall render a written response, except that, in all events, the Vice President for Academic Affairs and Administration 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. Vice President for Academic Affairs and Administration or his/her designee shall simultaneously submit his/her written response to the grievant and to the AAUP-BHSNJ.

#### E. STEP TWO – ARBITRATION

E. 1. If the AAUP-BHSNJ is not satisfied with the disposition of the grievance at Step One, the AAUP-BHSNJ --upon written notification to the Vice President for Academic Affairs and Administration 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-BHSNJ 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-BHSNJ 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-BHSNJ determines that either it or an individual bargaining 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 Vice President for Academic Affairs and Administration 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-BHSNJ 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-BHSNJ 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-BHSNJ, 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, Regulation, 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-BHSNJ.

#### F. Miscellaneous

F. 1. No reprisals shall be taken against any grievant, AAUP-BHSNJ representative, witnesses, or other participant, or nonparticipant observer for participation in or observation of this Article (#TBD) grievance process. Claims of such reprisals shall be grievable under Article (#TBD,) 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-BHSNJ and the University, 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. If the AAUP-BHSNJ 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-BHSNJ 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-BHSNJ 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-BHSNJ in its determination as to whether or not the grievance should be pursued beyond Step One, the Vice President for Academic Affairs and Administration or his/her designee, upon request of the AAUP-BHSNJ, shall make available to the AAUP-BHSNJ a copy of any written policy, Regulation, 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-BHSNJ 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 Vice President for Academic Affairs and Administration 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-BHSNJ 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-BHSNJ does not timely invoke Step Two in accordance with Section E.1. above, and the AAUP-BHSNJ 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-BHSNJ 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-BHSNJ and/or grievant has any enforceable right against the University with respect to any misinterpretation, misapplication, or violation of University policy, agreement, administrative decision, or Regulation.

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, administrative decisions, or regulations.

AGREED: 8/12/15

## FACULTY SUSPENSIONS AT LESS THAN FULL PAY

1. A faculty member of the bargaining unit may be suspended at less than full pay for a period of up to one semester, or an equivalent period of time. 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.
  - 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, and the time and place of a meeting with the dean to give the faculty member, who may be represented by the AAUP-BHSNJ, an opportunity to state why the suspension at less than full pay is not warranted. The meeting shall be held within 14 days of receipt of the written notice. When such notice is given, separate notice shall be provided to the AAUP-BHSNJ.
  - 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 before a final determination of wrongdoing or penalty is made, the dean shall consult with 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) concerning the alleged wrongdoing and any proposed penalty of suspension at less than full pay. The members of the committee shall be selected at random 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 simultaneously within 48 hours of committee selection and prior to notification of committee members. 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. Upon request of the faculty member, the committee shall hear a short oral presentation by the faculty member or his/her AAUP-BHSNJ representative. The committee shall provide the dean with non-binding advice regarding the alleged wrongdoing and the proposed penalties.
  - d. After the meeting, within 14 days, 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. The imposition of discipline may be grieved as provided for in Article V.

- e. Within five working days of receipt of the dean's decision, the faculty member may appeal this decision to the Chancellor of Rutgers Biomedical and Health Sciences (RBHS). 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 provide notice to the faculty member, in accordance with Section 2.a. above, setting forth the reasons why a suspension at less than full pay is being considered; and the University shall provide the faculty member, who may be accompanied by an AAUP-BHSNJ representative, an opportunity to be heard within 14 days in accordance with the provisions in Sections 2.b. through 2.e. above. The imposition of discipline in these circumstances also may be grieved as provided for in Article (#TBD re Grievance.)

AGREED: 8/12/15

ARTICLE (#TBD) - FACULTY PERSONNEL GRIEVANCE PROCEDURE  
(to be added to the new Grievance Procedure)

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 \_\_\_ grievance procedure, writers of external confidential letters are not “evaluators.”

A. Definitions of a Grievance and Grievant

A. 1. A grievance under (this) Article (#TBD) 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 (#TBD) of this Agreement, and/or (iii) a University regulation 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 Regulation 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 (1) discrimination [see Article (#TBD) “Non Discrimination”] by an evaluator against the grievant or, (ii) enmity by an evaluator against the grievant.

or

A. 1. c. the narrative of an evaluator or evaluative body contains a material factual inconsistency 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.

- A. 2. A grievant within the meaning of this Article is a faculty member in the bargaining 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-BHSNJ 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; and,
  - A. 3. g. request any documents and/or any other information needed to complete the presentation of the grievance, explaining the relevance of the requested material to the alleged violations. Additional requests for information may be made after the grievance statement has been filed.
- 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 notice of the negative personnel action, as set forth in Article (#TBD.)
- B. 1. b. Within 60 working days, for candidates for reappointment and 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-BHSNJ 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. S/he shall continue on his/her review to two questions:
- B. 1. c. [1] Do the allegations contained in the grievance statement conform to the definitions of an (this) Article (#TBD) 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-BHSNJ.
- B. 1. e. If the Reviewing Officer finds that a grievance statement does not meet the filing requirements, s/he 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-BHSNJ. If the Reviewing Officer is unable to meet the deadlines specified herein, s/he shall so notify the AAUP-BHSNJ in writing, and



such notice shall automatically extend the deadline by an additional 15 working days.

- 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.
- B. 1. h. If the Reviewing Officer finds the grievance to be untimely, the AAUP-BHSNJ 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-BHSNJ pursue an appeal on his/her behalf. Such request must be made in writing and received by the AAUP-BHSNJ within 5 working days of the grievant's receipt of the Reviewing Officer's letter of rejection. The AAUP-BHSNJ may:
  - B. 1. i. [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-BHSNJ 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 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-BHSNJ 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-BHSNJ.

- B. 1. i. [2] The Permanent Referee shall not address the substance of the grievance. He or she shall confine his or her review to two questions:
  - B. 1. i. [2] [a] Do the allegations contained in the grievance statement conform to the definitions of an Article X 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-BHSNJ 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-BHSNJ, 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-BHSNJ 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-BHSNJ 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-BHSNJ.
- 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-BHSNJ. 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 A.3.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. l. 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. l. [1] If the grievant asserts that the outside confidential letters are a factor in a grievance, he/she shall inform the University when the grievance statement is filed by completing the appropriate form to indicate the name of the neutral reader selected and questions the grievant wishes the neutral readers to answer in regard to the outside confidential letters.
  - B. 1. l. [2] Upon receipt of notice concerning the letters, the University shall name a second neutral reader.
  - B. 1. l. [3] The grievant and the University may select as a neutral reader any current negotiations unit 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, a member of a school committee on appointments and promotions, or as a dean, and who has not participated in the evaluation.
  - B. 1. l. [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. 1. [5] The letters and the questions shall be provided to the neutral readers in the office of the chancellor or the Senior Vice President for Academic Affairs 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-BHSNJ, nor the University shall take any action that compromises the neutrality of the readers.

- B. 1. 1. [6] The signed and dated report of the neutral readers shall be forwarded to the AAUP-BHSNJ by the University within two working days of its receipt by the University.
- B. 1. 1. [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-BHSNJ 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-BHSNJ. 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-BHSNJ. 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-BHSNJ. 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-BHSNJ, unless the parties agree to waive this requirement in individual instances.
- B. 2. f. If the grievant, the grievant's adviser(s), the University Representative or the University Representative's advisors offer(s) testimony, s/he 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 respond to the amendment. If the University Representative agrees that the new allegation is properly within the definition of a grievance in accordance with Section A.1. above, the amendment shall be accepted.

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 5 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-BHSNJ and the Senior Vice President for Academic Affairs or his/her designee, shall be binding on the University, the grievant, and the AAUP-BHSNJ. The Grievance Committee shall send its decision to the grievant, the AAUP-BHSNJ, 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-BHSNJ 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-BHSNJ 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-BHSNJ. 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 (TBD) 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 bargaining 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-BHSNJ 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 discloser's potential testimony or other assistance. 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-BHSNJ and the University) for a joint determination that shall amend the procedure on this question. Should the AAUP-BHSNJ and the University fail to reach such agreement within 5 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 7 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-BHSNJ and the University) within 2 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 5 working days of receipt of the statement of claim.

- D. 3. b. Either the AAUP-BHSNJ 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 5 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-BHSNJ.
- 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-BHSNJ. 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 at the earliest possible time, preferably prior to filing 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-BHSNJ representative. The University Representative 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-BHSNJ 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-BHSNJ, 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-BHSNJ 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-BHSNJ, 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-BHSNJ 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-BHSNJ by the University. 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-BHSNJ, 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-BHSNJ 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-BHSNJ at the beginning of his/her appointment. The fees of the Permanent Referee shall be borne equally by the University and the AAUP-BHSNJ.

F. 2. Grievance Committees

- F. 2. a. Grievance Committees shall be composed of 3 tenured faculty bargaining unit members at the rank of Associate Professor or above, who are 100% in bargaining 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% bargaining 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-BHSNJ shall notify the grievant of the committee's membership.

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

- F. 2. b. Each Grievance Committee shall be constituted no later than October 15. 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-BHSNJ. If the University and the AAUP-BHSNJ cannot resolve the matter, it shall be referred to a faculty member selected jointly each year by the AAUP 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-BHSNJ. 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-BHSNJ 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 nine members from among the tenured faculty of the University, appointed by the President in the spring of each year for the following academic year. The AAUP-BHSNJ may provide advice to the President on membership of the Faculty Appeals Board prior to March 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-BHSNJ 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 also perform word processing and related tasks for 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-BHSNJ'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 Regulation, 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 (#TBD,) 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 (#TBD) grievance is pending.
- G. 5. It is the understanding of the AAUP-BHSNJ 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-BHSNJ, or the University administration.
- G. 7. This Article (#TBD) 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 (#TBD) 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.
- 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-BHSNJ.
- H. 4. If a member of the bargaining 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-BHSNJ 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 (#TBD) grievance procedure.

AGREED: 9/21/15



## ARTICLE (#TBD) - EXPEDITED APPEAL OF DENIAL OF TENURE

(to be added to new Grievance Procedure)

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 (#TBD) 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 X grievance or an Article XIII 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.

AGREED: 8/12/15

## ARTICLE VI

### MANAGEMENT RIGHTS

Except as limited by the specific and express terms of this Agreement, the University hereby retains and reserves unto itself the prerogatives of management and in conjunction with the State reserves all rights, powers, authority, duties and responsibilities conferred upon or vested in it by law and the Constitution of the State of New Jersey with due recognition to applicable State and Federal laws and pursuant to Article III, number 4.

All such rights, powers, authority and prerogatives of management are retained subject to limitation as may be imposed by the New Jersey Public Employer-Employee Relations Act, as amended, and except as they are specifically abridged or modified by this Agreement.

The University retains its responsibility to promulgate and enforce rules and regulations, subject to limitations as may be imposed by the New Jersey Public Employer-Employee Relations Act, as amended, governing the conduct and activities of faculty unit members and which are not inconsistent with the express provisions of this Agreement.

#### **The following paragraph is moved to Article VIII, Section B:**

~~On an annual basis, each bargaining unit member shall be assessed and evaluated as to professional competence in the performance of his or her duties over the year in question. The written evaluation and supporting documentation shall be submitted by the department Chairperson to the appropriate Dean for faculty and by the campus library director to the University Librarian or his or her designated representative for librarian unit members and to the bargaining unit member within 30 days of his or her evaluation date and shall be incorporated in the permanent personnel file.~~

AGREED: 5/7/15

## ARTICLE VII

### ASSOCIATION RIGHTS

- A. The University agrees to provide to the Association space to conduct official meetings providing said space request does not interfere with normal University operations. The University may charge the Association for such use at a rate not to exceed that charged to the academic departments for the same use.
- B. Recognizing that Association officers are exercising a legitimate professional concern and contributing to the academic community, the University agrees to notify all Deans, department Chairpersons and library directors of the names of such bargaining unit members and request that their responsibilities be considered when duties are being assigned. Copies of these memoranda or letters informing the Dean and Chairpersons shall be sent to the bargaining unit members and the President of the appropriate AAUP Chapter. Except as provided in this Agreement, however, no bargaining unit member may engage in Association activities during the course of his or her officially assigned academic obligations.
- C. Association representatives shall be permitted to transact official business on University property at reasonable times provided that this shall not interfere with or interrupt normal University operations, and provided further that timely request for such utilization is made in advance.
- D. The Association shall have the right, in accordance with University procedure, to make reasonable use of computing, office and audiovisual equipment.
- E. The Association shall be notified in writing of all newly tenured faculty appointments within thirty (30) days after their approval by the Board of Governors of the University. The Association shall be notified of new hires of unit members within thirty (30) days of the effective date of appointment.
- F. The University agrees to deduct from each bargaining unit member's paycheck the professional dues of the Association, provided said bargaining unit member furnishes a voluntary written authorization for such deduction on a form acceptable to the University. Any change in the amount of the Association's professional dues shall be certified to the University by the Association at least thirty (30) days prior to the pay cycle in which the new amount is to apply. There shall be no requirement for an additional authorization for the deduction of the new amount. Deduction of Association professional dues made pursuant hereto shall be remitted to the Association at the end of the calendar month in which such deductions are made, together with a list of bargaining unit members from whose pay deductions have been made. Dues deduction for any bargaining unit member shall be limited to the Association. Bargaining unit members shall be eligible to withdraw dues deduction authorization for the Association only as of January 1 or July 1 of each year provided the notice of withdrawal is filed timely with the responsible payroll clerk.

## G. Representation Fee

1. The parties agree that the representation fee contained in the prior collective negotiations agreement shall be continued for the duration of this agreement. Nothing herein shall be deemed to require any bargaining unit member to become a member of the Association.
2. The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the Association to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefitting only its members, but in no event shall such fee exceed 85% of the regular membership dues, fees and assessments.
3. New bargaining unit members who are Association members shall be required to pay the established representation fee in the first payroll period following thirty (30) days of employment.

The representation fee shall be withheld from the regular biweekly paycheck and remitted to the Association at the same time and in the same manner as monies collected for dues. The Association shall notify the University in writing thirty (30) days in advance of the requested date of change of the amount of regular membership dues, fees, assessments and representation fees.

4. The Association agrees that it will indemnify and hold the State and/or the University harmless from any claims, actions or proceedings brought by any bargaining unit member in the negotiations unit which arises from deductions made by the University in accordance with this provision. The State and the University shall not be liable to the Association for any retroactive or past due representation fee for a bargaining unit member who was identified by the University as excluded or in good faith inadvertently omitted from deduction of the representation fee.
5. **Demand and Return**

The representation fee shall be available only if the procedures listed hereafter are maintained by the Association.

- a. The Association shall return any part of the representation fee paid by the bargaining unit member which represents the bargaining unit member's additional pro rata share of expenditures by the Association that are either in aid of activities or causes of a partisan political or ideological nature, only incidentally related to the terms and conditions of employment, or applied towards the cost of any other benefit available only to members of the Association.
- b. The bargaining unit member shall be entitled to a review of the amount of the representation fee by requesting the Association substantiate the amount charged. This review shall be accorded in conformance with the internal steps and

procedures established by the Association.

- c. The burden of proof under the Demand and Return system rests upon the Association.
- d. A bargaining unit member dissatisfied with the Association's decision may appeal to the three (3) member board established by the Governor of the State of New Jersey under NJSA 34:13A, as amended.
- e. The Association shall submit a copy of its review system to the University. The deduction of the representation fee shall be available only if the Association establishes and maintains this review system.
- f. It is understood that the implementation of the agency fee program is predicated on the demonstration by the Association that more than 50% of the eligible bargaining unit members in the negotiation unit are dues paying members of the Association.

If at the signing of this Agreement the above percentage has not been achieved, the agency fee plan will be continued through pay period 26 of the calendar year, after which it shall be discontinued unless the minimum has been achieved prior to that occurrence. Thereafter, if the minimum percentage is exceeded on any quarterly date; i.e., January 1, April 1, July 1, or October 1, the agency fee plan shall be reinstated, with proper notice to affected employees.

In each year of the agreement on July 1, an assessment shall be made to determine if the minimum percentage has been exceeded. If it has, the agency fee shall continue until the following annual assessment. If it has not, the agency fee will be discontinued and eligibility for reinstatement shall be on a quarterly basis as provided above.

- g. Provisions in this clause are further conditioned upon all other requirements set by statute.
- H. Except as limited by the specific and express terms of this Agreement, the Association retains and reserves unto itself all rights, powers, authority, duties and responsibilities conferred upon or vested in it by law and the Constitution of the State of New Jersey and applicable State and Federal law.
- I. The parties recognize the valuable assistance to be gained from effective communication between the Association and the University. Accordingly, it is agreed that the University and the Association will meet regularly to resolve problems of mutual concern to the parties. Such meetings and the agenda therefore may be set by either party to this Agreement and shall be scheduled at a mutually convenient time and place. It is understood that such meetings are not intended to bypass the grievance procedure or to be considered negotiating meetings but are intended as a means for fostering harmonious relations.

- J. The Association shall be permitted to post notices of its activities and matters of Association concern on one bulletin board in each department. As a matter of courtesy, the Association shall provide the Campus Human Resources Office on each campus with a copy of all postings. The parties recognize that University property is not an appropriate place for posting material which constitutes election campaign material for or against any person, organization, or faction thereof. Any material to which the University objects shall be removed and shall be subject to discussion by the Committee established in Article VII, Section I.

AGREED: 9/21/15

## ARTICLE VIII

### COMPENSATION

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:

#### A. Academic Base Salary Ranges

Each position in the negotiations unit shall be assigned to a specific academic base salary. There shall be a salary minimum for each rank. No full-time unit member shall be paid less than the minimum and no part-time unit member shall be paid less than the prorated minimum. The salary minima are contained in the Appendices.

#### B. Salary Increases

1. A one-time lump sum payment in the total amount of \$2,000 will be made to those employees holding positions in the collective negotiations unit on July 1, 2013 and continuing through the date of payment. The \$2,000 lump sum payment will be paid to eligible employees as follows: \$1,000 will be paid following ratification of the Agreement; \$1,000 will be paid the first full pay period after July 1, 2016.

#### 2. Fiscal Year 2014-2015

All persons who were members of the faculty on June 30, 2014 and who continue to be employed as faculty members through the date of payment, shall receive a 2% across the board salary increase to his/her academic base salary retroactive to July 1, 2014. Following ratification of the Agreement, retroactive across-the-board salary increases will be paid as soon as reasonably practicable.

#### 3. Fiscal Year 2015-2016

All persons who were members of the faculty on June 30, 2015 and who continue to be employed as faculty members through the date of payment, shall receive a 2% across the board salary increase to his/her academic base salary retroactive to July 1, 2015. Following ratification of the Agreement, retroactive across-the-board salary increases will be paid as soon as reasonably practicable.

#### 4. Fiscal Year 2016-2017

The merit program for fiscal year 2016-2017 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 2.125% of the total academic-base salary payroll for all bargaining-unit members eligible for merit increases as of the first full payroll period in August 2015. The University shall disburse the entire amount of the merit adjustment pool. The amount of a merit salary increase, if any, that



may be awarded shall be at least 1% of the faculty member's academic base salary. A faculty member may receive a merit salary increase of up to 7.5% of the faculty member's academic base salary.

#### **5. Fiscal Year 2017-2018**

The process to determine Merit Based Increases for Fiscal Year 2017-2018 shall be as set forth in the Side Letter of Agreement dated September 21, 2015. The merit program for fiscal year 2017-2018 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 2.125% of the total academic-base salary payroll for all bargaining-unit members eligible for merit increases as of the first full payroll period in August 2016. The University shall disburse the entire amount of the merit adjustment pool. The amount of a merit salary increase, if any, that may be awarded shall be at least 1% of the faculty member's academic base salary. A faculty member may receive a merit salary increase of up to 7.5% of the faculty member's academic base salary.

6. The salary increases in this Section B shall be subject to the following terms and conditions:

- a. All unit members hired on or before February 1 of the calendar year in which each merit increase is effective, and who received performance evaluations of satisfactory or better for the preceding fiscal year shall receive a merit increase. Unit members who receive less-than-satisfactory performance evaluations for the fiscal year preceding the effective date of each merit adjustment shall not be eligible to receive a merit increase.
- b. All salary increases shall be calculated based upon the unit member's salary as of the day prior to the effective day of each salary increase.
- c. On an annual basis, each bargaining unit member shall be assessed and evaluated as to professional competence in the performance of his or her duties over the year in question. The written evaluation and supporting documentation shall be submitted by the department Chairperson to the appropriate Dean for faculty and by the campus library director to the University Librarian or his or her designated representative for librarian unit members and to the bargaining unit member within 30 days of his or her evaluation date and shall be incorporated in the permanent personnel file.
- d. Merit increases shall be based solely on the unit member's performance evaluation during the fiscal year preceding the effective date of the increase.
- e. Merit increase funds shall be allocated on a School- or Library-wide basis, that is, not on the basis of departments or other units.

- f. Merit increases, if any, shall be given before a determination is made as to whether the resulting new academic-base salary is at or higher than the new minimum of the pertinent salary range, or if an additional salary increase is required to bring the academic-base salary to the minimum of the range.
7. Completed evaluations shall be provided to unit members by the first working day in September of each year. The Chair/Supervisor and unit member shall meet to discuss the evaluation by September 15 of each year.
8. There shall be an appeal procedure for less-than-satisfactory performance evaluations of bargaining unit members, as follows:
  - a. A unit member who receives a rating of less than satisfactory may appeal such rating by filing a request for review within thirty (30) calendar days of receipt of the evaluation being appealed, or by September 30 following the fiscal year to which the evaluation applies, whichever is later. The request shall be filed with the Office of Academic Labor Relations, who shall provide copies to the Executive Director of the Association and the Appeals Panel established by this subsection.
  - b. The review shall be by an Appeals Panel comprised of two persons designated by the Executive Director of the Association, two persons designated by the University, and a person designated jointly by the Executive Director of the Association and the University, who shall be the chair of the Appeals Panel. The Executive Director of the Association and University shall designate substitute person(s) for the Appeals Panel in cases in which the originally designated person(s) cannot hear the matter because of a conflict of interest.
  - c. The Appeals Panel shall schedule the review at a mutually convenient time. The parties may make written submissions to the Appeals Panel no later than seven (7) calendar days prior to the date scheduled for review. The Panel may request additional information from the parties.
  - d. The Appeals Panel shall issue its decision to the parties, the Executive Director of the Association and the Executive Director of Academic Labor Relations within thirty (30) calendar days following the date of the review, and the decision shall be final and binding on all parties.

If the Appeals Panel sustains the appeal and agrees that the unit member's performance was satisfactory, the appellant shall receive a merit increase within the range for such increases applicable to the year in question; the Appeals Panel shall make a recommendation for the amount of the merit increase, and the recommendation will be forwarded to the Chancellor of RBHS who will accept, decline or modify the recommendation as to the amount of the merit increase. The decision of the Chancellor as to the amount of the merit increase will be final and binding. The recommendation of the Appeals Panel and the decision of the Chancellor regarding the merit increase will be provided to the parties and the

Executive Director of the Association.

If the Appeals Panel does not sustain the appeal and agrees that the unit member's performance was less than satisfactory, the unit member shall receive no merit adjustment for the year in question.

- e. The Appeals Panel, the Association and the University shall hold in strict confidence all materials supplied to the Panel, the Panel's decisions and recommendations, and the decisions of the Chancellor.
9. On August 1 and February 1 of each year, the University shall provide to the Association a list of all unit members and their academic-base salaries. Monthly, the University shall provide to the Association documents reflecting academic-base salaries of new unit members and all changes to the academic-base salaries of unit members. The University represents that such documents shall reflect all adjustments to the academic-base salaries of unit members. The University shall also provide annually to the Association a list with the amount merit increase each unit member received that year, such list to be provided to the Association as soon as available, within ninety (90) days after the effective date of the increase.
- C. The Midpoints and Maxima of the academic-base salary ranges for all negotiations unit titles, including the salary ranges from the July 1, 2005 – June 30, 2010 collective negotiations agreement between UMDNJ and NJEA applicable to those employees previously represented by NJEA and now part of the AAUP-BHSNJ negotiations unit (and incorporated herein), shall be removed.

#### **D. Extramural Support Incentive Awards**

The process outlined below applies to grants awarded, and proposals submitted, prior to November 15, 2015. For proposals submitted after November 15, 2015, see Side Letter of Agreement dated September 21, 2015.

##### **1. Faculty Unit Members**

Awards in this category are in recognition of research grant or other extramural grant acquisition by faculty unit members (other than librarian unit members whose extramural support incentive awards are governed by Subsection 2 of this section). Faculty unit members eligible shall be those who are both principal investigators and principal authors of grant proposals which provide salary support for their own salaries. The maximum amount of grant support subject to this provision shall be \$30,000 (the "Award"). These awards shall not increase the base academic salaries of faculty unit members, nor shall they be used in calculating fringe benefits. The faculty unit member shall receive the bonus for each year that the grant support continues, and payment of the bonus will be made no later than September 30 following the fiscal year of the grant.

One-third of the Award shall constitute the bonus to the unit member; one-third shall be

utilized by the University; and one-third shall be utilized as agreed upon by the unit member and the Chairperson of the Department or the designee of the Dean of the School of Nursing.

If, after negotiation, the faculty unit member and the Chairperson of the Department or the designee of the Dean of the School of Nursing are unable to come to an agreement on the use of one-third of the Award, the lump sum bonus payment shall be one-half of the amount of the Award up to a maximum in a given fiscal year of \$15,000, and one-half of the Award shall be utilized by the University.

Faculty unit members who are required to support a percentage of their salaries using outside grant funds as a condition of their employment (*e.g.*, coterminous faculty) shall not be eligible for extramural support incentive awards.

#### **E. Out-of-Cycle Increments**

1. These awards are for the purpose of granting salary increments to those unit members whose compensation should be increased to reflect their accomplishments and productivity.
2. Out-of-cycle increments may be in any amount.
3. The Dean or University Librarian shall submit each nomination to the Senior Vice President for Academic Affairs with a curriculum vitae and letter of recommendation.
4. There shall be an alternative procedure for out-of-cycle increases. At any regularly-scheduled meeting of the departmental faculty, librarians or the School of Nursing faculty, the matter may be added to the agenda by the usual process. Nominations for out-of-cycle increases may be made by a majority vote of the members of the department, librarians or the School of Nursing faculty present at the meeting. Voting shall be by closed ballot. All nominations will be forwarded to the Dean of the School or the University Librarian, who will forward the nomination to the Senior Vice President for Academic Affairs with or without a supporting recommendation. Each nomination must be accompanied by a curriculum vitae and a letter of evaluation in support of the nomination. If the department Chair chooses not to endorse a nomination effectuated via this process, a letter of support written by another faculty member in the department must be provided.
5. Out-of-cycle increments shall be determined by the Senior Vice President for Academic Affairs upon recommendation by the pertinent Dean or the University Librarian. The decisions of the Senior Vice President for Academic Affairs as to awarding or not awarding an out-of-cycle increase and the amount of such increase shall be final and non-grievable. The Senior Vice President for Academic Affairs shall notify the AAUP of all out-of-cycle increments by providing the AAUP a copy of the pertinent documents.

#### **F. Promotions**

When an individual faculty unit member is promoted from one rank to another, the individual's academic base salary shall be adjusted to the minimum salary of the promotional rank or 10% above the individual's current salary, whichever is greater.

#### **G. Salary Matching**

The University may, at its discretion, increase the salary of an individual member of the bargaining unit in response to a bona fide outside offer of employment. The University shall submit its determination to offer such an increase in writing to the Association with a copy of the outside offer, a copy of the faculty unit member's curriculum vitae, and the current and proposed salary.

#### **H. Compensation for Additional Services**

The University may pay additional compensation to individual members of the negotiations unit for bona fide services which are substantially over and above those normally assigned to individual members of the bargaining unit. It is not intended that such additional compensation be: (1) a substitute for negotiated across-the-board increases or increments; (2) funded with monies budgeted by the University for across-the-board salary increases and increments; (3) paid for meritorious services or to match outside salary offers. This provision shall not apply to the faculty practice or patient care component of salary or to responsibilities attributable to faculty practice or patient care activities of negotiations unit members.

In order for the University to pay additional compensation to members of the negotiations unit pursuant to this provision, the departmental Chairperson, the library director, or the assistant or associate dean shall make a proposal to the Dean of the school or the University Librarian. The proposal shall include the following information:

1. The justification for additional compensation, demonstrating that it is being paid for bona fide additional services which are substantially over and above those normally assigned to individual members of the bargaining unit;
2. The amount of the additional compensation and the time for which the compensation is proposed. If the additional compensation is for continuing responsibilities, the Dean must consider a proposal for additional compensation for each academic year in which it will be paid; and
3. The source of funds.

If the Dean approves the proposal to pay additional compensation pursuant to this provision, he or she shall forward the proposal to the Senior Vice President for

Academic Affairs with any additional information that the Dean feels is appropriate. The Senior Vice President shall review the proposal and approve or disapprove it. If the proposal is approved, the Senior Vice President shall forward it to the Association along with notice that it has been approved. If the Senior Vice President has reasons for approval of the proposal in addition to those contained in the original proposal or substitutes his or her own reasons, the Senior Vice President shall make such additional or substituted reasons known to the Association in writing.

The decision of a Chair, library director, or assistant or associate dean not to propose a member of the negotiations unit for additional compensation pursuant to this paragraph or of the Dean or Senior Vice President for Academic Affairs to deny a request for such additional compensation shall be final and shall not be grievable under this Agreement. The decision of the Senior Vice President for Academic Affairs to approve a proposal to pay additional compensation pursuant to this provision may be grieved only by the Association, not by individual members of the bargaining unit.

#### **I. Determination of Salaries for Administrators who Return to the Faculty**

When an administrator returns to the faculty and becomes a unit member, the unit member's salary shall be based upon the following criteria: quality of administrative performance; length of service (including length of service at the University); consideration of the increase or diminution of responsibilities that will result from the transfer; and any other special circumstances.

#### **J. 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>1</sup> If the University invokes the prefatory "subject to" language following the determination of a fiscal emergency, the University agrees as follows:

1. The University shall provide the AAUP-BHSNJ 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-

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<sup>1</sup> The determination of whether a fiscal emergency exists shall not be limited to whether there is a reduction in State appropriations/funding.

BHSNJ negotiations pursuant to paragraph 3 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.

2. Along with the Notice provided to the AAUP-BHSNJ 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 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-BHSNJ may request, in writing, additional financial information. Disputes over the provision of information shall be decided by the designated arbitrator on an expedited basis.

3. During the notice period, upon written request by the AAUP-BHSNJ, 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-BHSNJ may file a grievance pursuant to paragraph 5 below.
4. The AAUP-BHSNJ 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 3 above.
5. If the parties have not agreed upon measures to address the fiscal emergency, the AAUP-BHSNJ may file a grievance under Article V of the Agreement. The grievance shall proceed directly to arbitration under Article V.D.2. 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 J.J. Pierson to hear disputes that arise under Section J of Article VIII. 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 Section J of this Article, the parties shall mutually agree upon another arbitrator.

AGREED: 9/21/15



## ARTICLE IX

### FRINGE BENEFITS

Should changes in any of the programs defined herein be effected by legislation during the term of this Agreement, all such changes appropriate to the members of this unit shall be made and implemented in accordance with the provisions of such legislation.

#### A. Vacation

1. Full-time (12-month) bargaining unit members (with the exception of librarians) are entitled to vacation of one (1) month (22 working days) each year of service. Full-time (12-month) bargaining unit members (with the exception of librarians) are entitled to vacation of twenty-five (25) working days per year upon the commencement of the twenty-first year of service.
2. Vacation accrued in any fiscal year must be taken by the close of the following fiscal year or be forfeited.
3. In instances where bargaining unit members (with the exception of librarians) are permanently employed at half-time or more, but less than full-time, or where service is for less than a full year (first and last years of employment), the following conversion formula determines accrued vacation days:  $\text{Vacation days} = \text{percent of appointment times percent of year employed times annual rate}$ .

#### B. Holidays for Faculty Unit Members

Faculty unit members shall be allowed four (4) float holidays, to be scheduled in conjunction with department Chairs or a designee of the Dean of the School of Nursing. Such unit members shall be entitled to the following holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day.

#### C. Health Benefits Program and Contributions Towards Health and Prescription 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 and prescription benefits and that health and prescription benefits are provided to eligible employees as set forth in applicable statutes and regulations. During the term of this Agreement, employee contributions to the cost of health and prescription benefits shall be based on the contribution rates set forth in P.L. 2011, chapter 78 and in effect July 1, 2015.

**D. Prescription Drug Program**

It is agreed that, as part of the State Health Benefits Program eligible employees of the University are provided prescription drug coverage under the State Prescription Drug Benefit Program during the period of this Agreement to the extent it is established and/or modified by the State Health Benefits Design Committee, in accordance with P.L. 2011, c. 78 and that employee contributions toward the cost of such participation are set in accordance with P.L. 2011, c.78 and as set forth in the paragraph above.

**E. Dental Care Program**

During the period of this Agreement, the University shall continue to make the dental plans offered through the State Health Benefits Program available to eligible negotiations unit members, to the extent it is established and/or modified by the State, applicable statute, or regulations, and subject to the eligibility, participation, and cost sharing requirements of such plans.

**F. Alternate Benefit Program**

All eligible negotiations unit members shall be enrolled in the Alternate Benefit Program to the extent that it is established and/or modified by the State, applicable statute, or regulations, and subject to the eligibility, participation, and contribution requirements of the Program.

**G. Optional Tax Deferral Plans**

The University shall continue to make available to all eligible negotiations unit members the optional tax deferral plans offered by the State Division of Pensions and Benefits, to the extent it is established and/or modified by the State, applicable statute, or regulations, and subject to the eligibility and participation requirements of such plans.

**H. Workers Compensation**

Any unit member disabled because of a job-related injury shall, if approved by Risk and Claims Management, be granted a leave of absence. Payment during such leave shall be made in accordance with the New Jersey Workers Compensation Act, except that, in cases where the physical injury arises out of the course of the performance of assigned job duties and functions, payment shall be 70% of salary.

If not approved by Risk and Claims Management, application may be made to use sick leave, if available, and then application may be made for a medical leave of absence under University Policy.

I. **Other**

1. The University shall continue to make available to eligible employees all other applicable benefits in accordance with State and Federal laws and regulations.

2. Comprehensive information regarding all available fringe benefit programs shall be made available through the University Human Resources website.

(NOTE: The language on pages 35 – 48 of the current AAUP-BHSNJ collective bargaining agreement which speaks to Librarian unit members is to be negotiated, as per The Side Letter of Agreement dated 9/21/15.)

AGREED: 9/21/15

## ARTICLE XII

### TRAVEL

Bargaining unit members shall be permitted sufficient time away from their academic assignments for previously approved scholarly and professional purposes subject to the following provisions:

1. The bargaining unit member will have complied with the travel regulations of the University.
2. It shall be the responsibility of the bargaining unit member to provide adequate substitutes for all regularly scheduled University activities in his or her absence. Such substitutes must have the prior approval of the department Chairperson for faculty unit members or the Vice President for Information Services and University Librarian or designee for librarian unit members.
3. Employee travel may be authorized for the following purposes in order of priority.
  - a. To officiate, or to serve in another official capacity, or to make a formal presentation at a professional conference or meeting.
  - b. To attend a professional conference or meeting pertaining to the academic interests of the bargaining unit member.
4. Travel expenses will be reimbursed to bargaining unit members as per University Policy Number 40.4.1.
5. This provision shall not alter the right of the University to make qualitative judgments as to the merits of any particular travel request and to make judgments as to the overall needs of the institution.

AGREED: 8/26/15

## ARTICLE XIII

### PROFESSIONAL DEVELOPMENT

- A. The University shall undertake a good faith effort to achieve comparable standards of professional development at all units of the University. Nothing in this provision shall be construed to reduce the overall standards of professional development at any of the units; nor shall anything in this provision be construed to relieve members of the bargaining unit at any of the units of their full academic and other University responsibilities. Professional development shall not be used for justification of remunerative employment outside the University.
- B. All bargaining unit members employed less than full-time shall consult with their department Chairperson or Vice President for Information Services and University Librarian or designee prior to undertaking professional development activities.

AGREED: 8/12/15

## ARTICLE XIV

### RETIREMENT

Conditions of retirement are set forth in the statutes governing the Teachers Pension and Annuity Fund, the Alternate Benefit Plan, or the Public Employees Retirement System, as may apply.

AGREED: 8/24/15

## **ARTICLE XIX**

### **AVAILABILITY OF CONTRACTS**

Within 30 days after the execution of this Agreement, 500 copies of this Agreement shall be printed, with the costs to be shared equally by the University and the Association. The Association shall be responsible for distributing copies to members of the unit, and any copies not distributed shall be divided equally between the University and the Association. In the case of future unit members, distribution shall be effected at the time of personnel processing.

As soon as practical after the effective date of this Agreement, the University shall prominently feature this Agreement on the University's website.

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

AGREED: 8/12/15

## **ARTICLE XV**

### **DISTRIBUTION OF OVERALL COURSE SCHEDULES**

Development of the academic calendar is a matter determined by the University Senate and is not a subject of negotiations.

The administration of each school shall notify the faculty that the course and class schedules are available electronically within one (1) month after their approval.

If, after notification, a faculty member has a special circumstance that precludes him/her from fulfilling the schedule as presented, s/he may, without prejudice or retaliation, bring the matter to his/her Chair for reconsideration. If the Chair is not able to adjust the faculty member's teaching schedule, the matter may be appealed to the Dean, who shall make the final decision on the issue. Such decision shall not be subject to the contractual grievance/arbitration procedure. The faculty member may choose to be accompanied by an AAUP-BHSNJ staff member at such meetings.

AGREED: 9/21/15



## **ARTICLE XVII**

### **DURATION OF THE AGREEMENT**

The term of this Agreement is July 1, 2013 through June 30, 2018.

This Agreement shall remain in full force and effect from the effective date through June 30, 2018. The Agreement shall automatically be renewed from year to year thereafter, unless either party shall give to the other party written notice of its desire to terminate, modify or amend this Agreement. Such notice shall be given to the other party in writing no later than September 30, 2017, or September 30 of any subsequent year for which this Agreement was automatically renewed.

Official notice to the University will be made by addressing the President of the University or his or her designated representative, with a copy to the Office of Academic Labor Relations. Official notice to the Association will be made by addressing the Executive Director of the Association.

AGREED: 9/3/15

## ARTICLE XVIII

### THE NEGOTIATION PROCEDURE FOR FUTURE AGREEMENTS

- A. The parties agree to enter into collective negotiations in accordance with State law in a good faith effort to reach agreement on future contracts as to mandatorily negotiable terms and conditions of employment for faculty unit members and librarian unit members of the University represented by the AAUP-BHSNJ.
  
- B. Any agreements so negotiated shall be reduced to writing.
  
- C. If agreement cannot be reached between the Association and the University, either party has the right to declare an impasse. Should impasse develop, the procedures and rights available under the New Jersey Employee Relations Act shall be utilized in an effort to resolve such impasse.

AGREED: 9/3/15

## ARTICLE XXII

### RULES GOVERNING WORKING CONDITIONS

- A. This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiations. Except as otherwise provided, during the term of this Agreement neither party shall be required to negotiate with respect to any such matter except that proposed new rules or modifications of existing rules involving mandatorily negotiable terms and conditions of employment, shall be presented to the Association and negotiated upon the request of the Association as may be required pursuant to the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 *et seq.*, as amended.
  
- B. Where any University regulation or policy is in conflict with any specific provision of this Agreement, or when any procedure or amendment of procedure conflicts with any specific provision of this Agreement, the Agreement shall govern.

AGREED: 9/3/15

## **ARTICLE XXIII**

### **REDUCTION IN FORCE OF TENURED FACULTY UNIT MEMBERS**

The University has no intention to, nor will it, use fiscal exigency as a subterfuge for the layoff of tenured faculty unit members.

A faculty unit member whose department is restructured in a reorganization shall retain his/her tenure rights and seniority in the appropriate recognized department to which his or her functions have been reassigned.

Within a given discipline and department, tenured faculty unit members with fewer years of full-time service and untenured faculty unit members shall be separated before tenured unit members with more years of full-time service.

Whenever, in the judgment of the University, there exists a need for a reduction in force which affects tenured faculty unit members or faculty unit members with term contracts, the President or his/her designee shall, as far in advance as possible, meet and consult with the Council of AAUP Chapters. At a meeting with the Council, the nature of the problem will be presented and potential solutions will be discussed.

AGREED: 9/21/15

## ARTICLE XXIV

### SAFETY

1. The University shall comply with all applicable Federal, State and local laws regarding health and safety.
2. The University shall, upon written request, provide to the AAUP-BHSNJ 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. The University shall notify the AAUP-BHSNJ of such inspections as they occur.
3. The University shall respond in a timely fashion to health and safety problems reported to it by the AAUP-BHSNJ and shall inform the AAUP-BHSNJ as to the response.
4. Bargaining unit members shall participate on relevant University safety committees.

AGREED: 9/3/15

## TO BE REMOVED FROM CONTRACT

### ARTICLE XXV MULTI-YEAR CONTRACTS FOR CLINICAL EDUCATORS

Faculty on clinical, non-tenure tracks ("Clinical Educators") shall be entitled to multi-year contracts as follows:

1. ~~Clinical Educators who have served for at least 5 but less than 10 years shall be entitled to term contracts of at least 2 years duration as of the next term contract following their fifth year of service, except that the University may employ up to 25% of such Clinical Educators on one-year contracts.~~
2. ~~Clinical Educators who have served 10 or more years shall be entitled to term contracts of at least 3 years duration as of the next term contract following their tenth year of service, except that the University may employ up to 25% of such Clinical Educators on one-year contracts.~~
3. ~~Notwithstanding anything to the contrary in this Article XXV, upon four months notice, the University may terminate the multi-year appointment of a Clinical Educator as of the close of a fiscal year if the University abolishes the position under appointment for reasons of economy or on account of the discontinuation of the program in which the person is employed, or for other bona fide cause. Should the position abolished later be reinstated within one year of the close of the fiscal year in which the appointment was terminated, the person shall be recalled and offered the opportunity to serve in the reinstated position for the remainder of the appointment term. Where the appointment of more than one person has been discontinued because of a reduction in force, upon reinstatement of the positions, those whose appointments were discontinued shall be recalled based upon length of service.~~
4. ~~By July 31 of each fiscal year and within 31 days of receipt of notice of ratification of this Agreement, the University shall provide to the Association a list of all Clinical Educators then employed by the University along with the lengths of their appointments and information as to their seniority at the University.~~

AGREED: 9/21/15

## ARTICLE XXVI

### TERMINATION FOR CAUSE

AAUP-BHSNJ unit members who are tenured or under a term contract shall not be terminated except for the reasons and pursuant to the procedures in this Article.

#### 1. **Grounds**

The following may constitute grounds for termination:

1. failure to perform the duties of the position effectively;
2. misconduct;
3. conduct unbecoming a member of the faculty of the University;
4. physical or mental incapacity to perform the duties of the position; and
5. serious violation of School or University policies and procedures or other codifications governing faculty conduct.

#### 2. **Initiation**

The Dean, or the Dean's designee, shall initiate a proceeding by providing notice to the unit member setting forth all the charges pending against the unit member. The Vice President for Academic Affairs and Administration, or the Vice President's designee, shall meet with the unit member to ascertain the validity of the charges and shall provide the unit member the opportunity to respond to the charges. The unit member shall be entitled to representation by the Association at such meeting. If the discipline is initiated by the Vice President, the President shall conduct the meeting to ascertain the validity of the charges. Within ten days of the meeting, the Vice President, any designee or the President shall notify the unit member, with a copy to the Association, both to be sent by express and certified mail, of the disposition of the charges and the intended discipline.

#### C. **Appeal**

Within thirty (30) calendar days of receipt of the notice of intended discipline, the unit member or Association may seek binding arbitration in accordance with the Public Employment Relations Commission's (PERC's) rules by giving notice to that effect to the Vice President and to PERC, with a copy to Academic Labor Relations. The arbitrator will be from a panel agreed upon by the parties or designated through PERC's procedures. If such notice is not filed within thirty (30) calendar days of receipt of the notice of intended discipline, the unit member shall have waived the right to arbitration, and the intended discipline shall be final and binding.

#### **D. Hearing**

At the hearing, the unit member may be represented by the Association or a legal representative of his/her own choosing. A representative of the Association may attend the hearing. The burden of proving all charges by a preponderance of the credible evidence shall be on the University. The arbitrator shall determine whether the charges are valid and constitute just cause for discipline, and, if so, shall prescribe a penalty. The arbitrator's decision shall be final and binding on the University, the Association and the unit member. The parties shall request that the arbitrator render a decision within thirty (30) days after the close of the hearing, unless the parties agree to request a longer time.

In no event shall the arbitrator's decision have the effect of adding to, subtracting from, modifying or amending the Agreement, the University's Bylaws, or any other University policies or procedures.

Any costs resulting from the arbitration shall be shared equally by the parties to the arbitration.

AGREED: 9/21/15



## ARTICLE XXVII

### NOTICE OF NON-REAPPOINTMENT

Written notice that a term appointment is not to be renewed upon expiration is to be given to the appointee by the University as soon as possible and not less than: a) four months prior to the expiration of a one-year appointment; b) six months prior to the expiration of a two-year appointment; and c) twelve months prior to the expiration of an appointment longer than two years.

Units are encouraged to follow the notice provision above for coterminous faculty. However, such notice requirements are not applicable if a coterminous faculty is released during the term of a contract if funding ends or is reduced during the term of the appointment. Units are strongly encouraged to notify coterminous faculty as soon as possible regarding termination of grant or contract funding.

AGREED: 9/21/15

## DELETE FROM CONTRACT

### APPENDIX E

#### ~~ACADEMIC TITLES, ACADEMIC APPOINTMENTS AND TENURE~~

##### ~~1. Academic Titles~~

- ~~a. Full Academic Rank. All unit members on the medical/dental faculty, the School of Public Health faculty and the School of Nursing faculty shall have the following titles: Instructor, Assistant Professor, Associate Professor and Professor, except as set forth in subsection b. of this section.~~
- ~~b. Qualified Academic Rank. Unit members who do not have full academic rank shall have titles preceded by the designations "Clinical," "Adjunct," or "Visiting," or titles of "Lecturer" or "Associate."~~

##### ~~2. Academic Appointments~~

~~All appointments shall be either on a tenure or a non-tenure track.~~

- ~~a. Tenure Track Appointments. Initial appointments on the tenure track shall be at least three years, and reappointments shall be at least two years, except that reappointments after the ninth year on the tenure track may be for one year.~~
- ~~b. Non-Tenure Track Appointments at Full Academic Rank. Non-tenure track appointments and reappointments shall be for terms of not less than one (1) and not more than five (5) years, subject, in the case of faculty on clinical non-tenure tracks, to the requirements of Article XXV of the Agreement.~~
- ~~c. Non-Tenure Track Appointments at Qualified Academic Rank. Appointments to qualified academic rank may be made for a period of one year or less except that none shall continue beyond the close of the current academic year. Such appointments may be renewed for successive terms of one year or less upon recommendation of the Chair of the department. Appointments to qualified academic rank may not carry tenure and they may not be made without limitation of term. Service in a qualified academic rank shall not be counted as time accumulated toward tenure.~~

##### ~~3. Tenure~~

~~Tenure may be granted when merited upon or at any time following appointment or promotion to the rank of associate professor or professor in accordance with the criteria and procedures set forth in the Bylaws for the Governance of the University in effect at the time of the tenure appointment. Appointments, reappointments, or promotions to the ranks of assistant professor, associate professor or professor may be made on either the tenure track or the non-tenure track, or, in the case of associate professor and professor, with tenure. Assistant professors appointed to the tenure track and who remain on the tenure track shall have a formal review for tenure by their department Chairs no later than the tenth year after the appointment to the tenure track. Such review shall not preclude continuation in a tenure-track appointment.~~

AGREED: 9/21/15

**Article (#TBD) – Quarterly Meetings Between University and Association**

The parties agree to meet on a quarterly basis to discuss issues of mutual concern. The University shall be represented by the Vice President for Academic Affairs and Administration and the Executive Director of the Office of Academic Labor Relations. The Association shall be represented by three or four representatives.

AGREED: 9/21/15

## **ARTICLE (#TBD)**

### **Tuition Remission/Reimbursement**

Dependent children of AAUP-BHSNJ unit members shall be eligible for tuition remission in accordance with the provisions of Rutgers Policy 60.2.1 B, C and D as of the beginning of the semester immediately following ratification of the Agreement.

Employee tuition remission or reimbursement will be provided for AAUP-BHSNJ unit members who are required to either obtain a more advanced degree or undergo professional development/continuing education in order to retain or advance in their RBHS position. Such requirement shall be certified by the chair and dean. If the employee may fulfill that obligation via an existing Rutgers University academic program, Rutgers tuition remission shall be provided. If Rutgers does not offer the requisite program, and the faculty member is either in the School of Nursing or the SHRP, the existing tuition reimbursement program for School of Nursing faculty and SHRP faculty respectively will apply. School of Nursing faculty and SHRP faculty currently participating in the tuition reimbursement program provided for in the current Agreement are grandparented through the completion of their current degree program. This benefit also shall apply as of the beginning of the semester immediately following ratification of the Agreement.

AGREED: 9/21/15

Article (#TBD) - Nondiscrimination

In the application of provisions of this Agreement or University regulations and policies affecting terms and conditions of employment, there shall be no discrimination by the University or the AAUP-BHSNJ against any member of the bargaining unit because of race, creed, color, sex, religion, national origin, ancestry, marital status, civil union status, domestic partnership status, familial status, age, autism spectrum disorder, disability or atypical hereditary cellular or blood trait, genetic information, refusal to submit to a genetic test or make available the results of a genetic test, veteran status, affectional or sexual orientation, gender identity or expression, membership or non-membership in or activity on behalf of or in opposition to the Union, or any legally protected status under New Jersey Law. These terms shall have the meaning as defined by the New Jersey Law Against Discrimination (NJLAD) as of the date of the alleged act of discrimination.

AGREED: 5/7/15

**Article (#TBD) - No Strike or Lockout**

Neither the Association nor any individual represented by it will engage in or support any strike, work stoppage, slowdown, or other job action and will not support or condone any such job action. The University agrees that it shall not lock out members of the negotiations unit or from any threat thereof.

AGREED: 5/29/15

## MEMORANDUM OF AGREEMENT

### RUTGERS FACULTY REPRESENTED BY AAUP-BHSNJ

#### APPLICATION FOR FACULTY TRANSITION TO RETIREMENT PROGRAM (FTTRP)

##### I. DESCRIPTION OF THE FACULTY TRANSITION TO RETIREMENT PROGRAM:

This Faculty Transition To Retirement Program ("FTTRP") is a faculty voluntary transition program. Faculty members who meet the eligibility criteria set forth below will have an opportunity to apply to participate in the FTTRP. Participating faculty members will relinquish their tenure by way of retirement in exchange for a term contract as set forth below.

II. FACULTY TRANSITION TO RETIREMENT PROGRAM ELIGIBILITY: The FTTRP is available only to faculty members who meet the following minimum requirements.

1. Must be a full-time tenured faculty member at Rutgers Biomedical and Health Sciences ("Rutgers" or "University").
2. Must be a member of the Alternate Benefit Program ("ABP").
3. Must be at least 55 years of age on June 30 of the year in which the application is made.
4. Must have at least 10 years of service at Rutgers on June 30 of the year in which the application is made. For purposes of this criterion, service for both full semesters of the academic year shall constitute one year of service.

##### III. FACULTY TRANSITION TO RETIREMENT PROGRAM APPLICATION AND ELECTION PERIOD:

The annual FTTRP election period shall be the period between the date in the spring semester on which distribution to eligible faculty of FTTRP documents is made and the date on which completed applications are due in the dean's office. Eligible faculty members wishing to participate in the FTTRP must file the Application and Election Form provided by the University during this period. Forms must be received by the faculty member's dean on or before 4:30 PM on April 1 of the year in which the application is made.

IV. EFFECTIVE DATE OF TENURE RELINQUISHMENT: The effective date of tenure relinquishment shall be July 1 of the academic year following the faculty member's application. Faculty members shall also separately submit promptly an Application for Retirement Allowance. The form should be submitted to University Human Resources Benefits Department whose telephone number is 848-932-3990. The form is available on the University Human Resources website (<http://uhr.rutgers.edu>).

V. TENURE RELINQUISHMENT AND RELEASE: The FTTRP Application and Election Form shall contain: 1) notice that the faculty member is officially retiring from the University effective July 1 of the academic year following the faculty member's application, 2) an application for re-employment under the terms of this FTTRP, 3) an agreement that the faculty member relinquishes tenure effective on the effective date of the faculty member's retirement, and 4) a general release.

VI. TERM OF RE-EMPLOYMENT CONTRACTS AT INCEPTION OF FTTRP: Eligible faculty members who apply for and are approved to participate in the FTTRP will announce their retirement and then enter into a re-employment contract of up to three years; provided, however, that there shall be no such re-employment contract with a term longer than one year that expires on or after [the date that is five years after the effective date of N.J.A.C. 17:7-8.11, as amended], and any such re-employment contract with a term longer than one year that purports to expire on or after [the date that is five years after the effective date of N.J.A.C. 17:7-8.11, as amended] shall be deemed to expire on [the date that is five years after the effective date of N.J.A.C. 17:7-8.11, as amended], and neither the faculty member nor the AAUP-BHSNJ shall have any right or recourse;

VII. TERM OF RE-EMPLOYMENT CONTRACTS ON AND AFTER [the date that is five years after the effective date of N.J.A.C. 17:7-8.11, as amended]. As of [the date that is five years after the effective date of N.J.A.C. 17:7-8.11, as amended], eligible faculty members who elect and are approved to participate in the FTTRP will announce their retirement and then enter into a re-employment contract of up to one year.

VIII. WORKLOAD AND COMPENSATION: The terms of re-employment will not exceed 50 percent of a full-time faculty load, as approved by Rutgers. Compensation shall be proportional with the re-employment employment assignment approved by Rutgers, not to exceed 50 percent of the faculty member's final year's academic base salary. As retirees, participating faculty have no claims of tenure or other rights and/or obligations of a tenured member of the faculty.

IX. EMPLOYMENT STATUS: Participating faculty shall not be members of the AAUP-BHSNJ bargaining unit. Participating faculty members shall continue to be subject to the rules, regulations and standards applicable to faculty members. Suspension or termination of a participating faculty member's employment pursuant to the applicable rules, regulations and standards shall have the same effect upon the faculty member's compensation as applicable to other non-tenured faculty members. All re-employment contracts shall be reported to the AAUP-BHSNJ within 30 calendar days of execution.

X. Effective Date: July 13, 2015

AGREED: 7/13/15



## **Side Letter of Agreement - Protection of Current At-Will Faculty**

It is understood that during the transition period between the execution of this Successor Agreement and ratification of the same, no "at-will" faculty member shall be discharged without cause prior to the end of their current appointment.

Current "at-will" faculty contracts shall be considered to be term contracts through their date of renewal (e.g. a faculty member with a "at-will" contract expiring on June 30, 2016 will not be terminated without proper notice as per Article XVII of the AAUP-BHSNJ Collective Bargaining Agreement, unless, based on the date of ratification of this Agreement, such notice is not possible).

Future individual appointment and re-appointment contracts shall not contain language providing for "at-will" employment.

AGREED: 9/21/15

## **Side Letter of Agreement**

### **Professor Emeritus/a**

Professor Emeritus/a.: Professor Emeritus/a is a title restricted to persons who retire after having served in a full-time professorial capacity at this University ten years or more, or as a full professor at this University for at least five years, plus a sufficient number of years in a professorial capacity in another accredited university or college to make a total of at least ten years. The titles Associate Professor Emeritus/a or Assistant Professor Emeritus/a are not used, all persons entitled to the Emeritus/a designation being "promoted" to Professor Emeritus/a at the time of their retirement. Faculty designated Professor Emeritus will receive all benefits associated with that title.

AGREED: 7/31/15

**Side Letter of Agreement:**

**Eligibility to Participate in Rutgers APB Trust**

Effective January 1, 2018, employees in the AAUP-BHSNJ negotiations unit will be eligible to participate in the Rutgers University Alternate Benefit Program and Trust ("ABP Trust"). Those employees in the AAUP-BHSNJ currently participating in the former UMDNJ Benefits Assistance Program ("BAP") will have the one-time option to choose, as of January 1, 2018, whether to continue participation in the BAP or to participate in the Alternate Benefit Program going forward from that date. The BAP will not be available to employees hired on or after January 1, 2018.

AGREED: 9/21/15

## Side Letter of Agreement

### Salary Holdback for Faculty Unit Members

When systematically feasible by Rutgers, the payroll holdback shall be eliminated for an employee hired into the AAUP-BHSNJ unit on or after the ratification of this Agreement by the parties. The payroll holdback for current AAUP-BHSNJ members shall be paid in accordance with the normal payroll schedule upon separation from the University at the employee's rate of pay at the time of separation.

AGREED: 7/13/15

AAUP-BHSNJ Side Letter of Agreement  
Committee Regarding AAUP-BHSNJ Librarians

1. The AAUP-BHSNJ and University shall create a Subcommittee charged with the continued negotiations regarding the mandatorily negotiable open issues related to the AAUP-BHSNJ members of the Rutgers University Libraries. The Subcommittee will be constituted and charged no later than November 1, 2015 and will make its recommendations to the parties by February 1, 2016 or as soon thereafter practicable.
2. The Subcommittee shall be made up of up to four (4) members of Rutgers Administration, including the Vice President for Academic Affairs and Administration and up to four (4) members of the AAUP-BHSNJ, including the AAUP Executive Director. Additional members may be added upon agreement by the parties.
3. Upon agreement of the issues of concern regarding the Librarians, such agreement shall be incorporated into the Successor Agreement dated July 1, 2013 – June 30, 2018.

AGREED: 9/21/15

AAUP-BHSNJ Side Letter of Agreement  
Committee Regarding AAUP-BHSNJ School of Nursing

1. The AAUP-BHSNJ and University shall create a Subcommittee charged with the continued negotiations regarding the mandatorily negotiable open issues related to the AAUP-BHSNJ members of the School of Nursing. The Subcommittee will be constituted and charged no later than November 1, 2015 and will make its recommendations to the parties by February 1, 2016, or as soon thereafter as practicable.
2. The Subcommittee shall be made up of up to four (4) members of Rutgers Administration, including the Vice President for Academic Affairs and Administration and up to four (4) members of the AAUP-BHSNJ, including the AAUP Executive Director. Additional members may be added upon the agreement of the parties.
3. Upon agreement of the issues of concern regarding the School of Nursing, such agreement shall be incorporated into the Successor Agreement dated July 1, 2013 – June 30, 2018.

AGREED: 9/21/15

AAUP-BHSNJ Side Letter of Agreement  
Committee Regarding AAUP-BHSNJ School of Health Related Professions (SHRP)

1. The AAUP-BHSNJ and University shall create a Subcommittee charged with the continued negotiations regarding the mandatorily negotiable open issues related to the AAUP-BHSNJ members of the School of Health Related Professions. The Subcommittee will be constituted and charged no later than November 1, 2015 and will make its recommendations to the parties by February 1, 2016, or as soon thereafter as practicable.
2. The Subcommittee shall be made up of up to four (4) members of Rutgers Administration, including the Vice President for Academic Affairs and Administration and up to four (4) members of the AAUP-BHSNJ, including the AAUP Executive Director. Additional members may be added upon the agreement of the parties.
3. Upon agreement of the issues of concern regarding the School of Health Related Professions, such agreement shall be incorporated into the Successor Agreement dated July 1, 2013 – June 30, 2018.
4. The AAUP-BHSNJ and the University agree that negotiations unit members, formerly represented by NJEA for collective negotiations purposes, are subject to the terms of this collective negotiations agreement.

AGREED: 9/21/15

## **Side Letter – Committee Regarding AAUP-BHSNJ Extramural Support Incentive Awards**

1. The AAUP-BHSNJ and University shall create a Subcommittee charged with the continued negotiations regarding the calculation and application of Extramural Support Incentive Awards. The Subcommittee will be constituted and charged immediately upon execution of this Side Letter and will make its recommendations no later than November 1, 2015. If the Subcommittee does not reach agreement by November 1, 2015, the AAUP-BHSNJ and University shall submit their respective recommendations to the Senior Vice President for Research and Economic Development, who shall make the final decision no later than November 15, 2015.
2. The Subcommittee shall be made up of up to four (4) members of Rutgers Administration, including the Vice President for Academic Affairs and Administration and up to four (4) members of the AAUP-BHSNJ, including the AAUP Executive Director.
3. Upon agreement of calculation and application of Extramural Support Incentive Awards, such agreement shall be incorporated into the Successor Agreement dated July 1, 2013 – June 30, 2018.
4. The newly-developed Extramural Support Incentive Award will apply to all proposals submitted after November 15, 2015.

AGREED: 9/21/15



### **Side Letter of Agreement – Committee Regarding AAUP-BHSNJ Merit-Based Increases**

1. The AAUP-BHSNJ and University shall create a Subcommittee charged with the continued negotiations regarding the process to determine merit-based salary awards for increases effective July 1, 2017. The Subcommittee will be constituted and charged no later than 1 month after ratification and will make its recommendations no later than May 1, 2016. If the Subcommittee does not reach agreement by May 1, 2016, the AAUP-BHSNJ and University shall submit their respective recommendations to the Senior Vice President for Academic Affairs, who shall make the final decision no later than May 15, 2016.
2. The Subcommittee shall be made up of up to six (6) members of Rutgers Administration, including the Vice President for Academic Affairs and Administration and up to six (6) members of the AAUP-BHSNJ, including the AAUP-Executive Director.
3. Upon agreement of the process for merit-based increases, such agreement shall be incorporated into the Successor Agreement dated July 1, 2013 – June 30, 2018.

AGREED: 9/21/15

## **Memorandum of Agreement**

The parties agree that the following documents shall be removed from the agreement:

- Side Letter of Agreement – Early Retirement Program dated December 9, 1994
- Side Letter of Agreement – Code of Ethics revised September 15, 1997
- Side Letter of Agreement – Salary Caps
- Side Letter of Agreement – Faculty Practice/Patient Services Salary Components and Academic Base Salary executed January 2, 2002
- Side Letter of Agreement – Copyright Policy executed January 2, 2002
- Restrictive Covenant Memorandum of Agreement
- Settlement Agreement re: Float Holidays for Part-Timers dated December 20, 2010
- Communication re: Prescription Drug Reimbursement dated July 22, 2008 and corresponding documents (Memo re: UMDNJ Agrees to Reimburse for Prescription Co-Pay Increases dated July 29, 2008; Instructions for Completing the AAUP-Prescription Drug Plan Co-payment Reimbursement Form; AAUP-Prescription Drug Plan Co-payment Reimbursement Form)
- 2009 New Faculty/Transfer Settlement Agreement

AGREED: 9/21/15

## **SIDE LETTER: ALIGNMENT OF PAYROLL**

A. When systematically feasible by Rutgers, the daily rate of pay will be based on the actual number of work days in the Rutgers fiscal year.

B. When systematically feasible by Rutgers, the pay period shall commence at 12:00a.m. Saturday and end at 11:59 p.m. Friday.

C. The parties agree to use the Rutgers calendar which is fiscal year based and runs from July 1 to June 30.

D. Rutgers agrees to provide the AAUP-BHSNJ a minimum of thirty (30) days notice prior to the implementation of Paragraphs "A" and "B" above.

AGREED: 6/30/15

THIS LETTER OF AGREEMENT  
RELATES TO FACULTY PARTICIPANT BENEFIT ELIGIBILITY CONDITIONS  
AND ACADEMIC BASE SALARY

The University agrees not to substitute either the salary position or personal service salary components  
for any increase in academic base salary provided for in this agreement. Unilaterally  
imposed changes to either of the foregoing components shall constitute a breach of this agreement.

Yasir R. Siddiqui  
Rutgers University

Walter  
Date

[Signature]  
John J. [unclear]

[Signature]  
Date

## Memorandum of Agreement

1. AAUP-BHSNJ agrees to withdraw with prejudice the following matters:
  - a. Arbitration – PERC Docket No. AR-2015-149 (Term Appointments)
  - b. Unfair Practice Charge – PERC Docket No. CO-2015-005 (those portions related to the A & P Guidelines and direct dealing)
  - c. Unfair Practice Charge – PERC Docket No. CO-2015-140 (Clinical Hours).  
Notwithstanding this withdrawal, the parties separately agree to meet and discuss issues that gave rise to this Charge.
  - d. Arbitration – PERC Docket No. AR-2014-700 (Basic Science Faculty)
  - e. Unfair Practice Charge – PERC Docket No. CO-2014-190 (Chairs re: Productivity Reviews)
2. The University shall include a list of faculty titles in the negotiations unit as an Appendix to the collective negotiations agreement.

AGREED: 9/21/15

## **SIDE LETTER OF AGREEMENT**

The parties agree to further discuss and come up with a process to resolve the failure to promote allegations contained in Unfair Practice Charge - PERC Docket No. CO-2015-005.

AGREED: 9/21/15