

Collective Negotiations Agreement

between

Rutgers, The State University  
of New Jersey

and the

School of Health Professions - Academic Supervisors  
Association/NJEA

July 1, 2022 – June 30, 2026

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## **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 is the successor Agreement to the collective negotiations agreement expiring on June 30, 2018 by and between the University and the School of Health Professions Academic Supervisors Association/NJEA (hereinafter called the "Association" or "NJEA"). 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.

## **ARTICLE I**

### **RECOGNITION**

The University recognizes the Association as the exclusive negotiating agent for all full-time teaching and/or research Program Directors and all part-time teaching and/or research Program Directors who are employed by the University in the School of Health Professions, but specifically excluding all Program Directors who work on average fewer than four (4) hours per week over a period of 90 days, all Program Directors who in addition to their professorial titles hold the title of President, Vice President, Dean, Associate Dean, Assistant Dean, Assistant to the Dean, Director, Department Chairperson, Department Vice Chairperson, persons otherwise employed by the University who are presently represented for purposes of collective negotiations by another employee organization, and all other employees not holding a Program Director title, for the purpose of negotiations regarding the terms and conditions of employment and in the settlement of grievances.

## ARTICLE II

### PROHIBITED DISCRIMINATION AND PROHIBITED HARRASSEMENT

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

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

2. There shall be no discrimination or harassment by the University or the Association against any member of the negotiations unit because of race, creed, color, sex, religion, national origin, ancestry, marital status, civil union status, domestic partnership status, familial status, age, autism spectrum disorder, disability or atypical hereditary cellular or blood trait, genetic information, refusal to submit to a genetic test or make available the results of a genetic test, veteran status, affectional or sexual orientation, gender identity or expression, membership or non-membership in or activity on behalf of or in opposition to the Association, or any other legally protected status.

## **ARTICLE III**

### **NEGOTIATION PROCEDURE**

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 terms and conditions of employment for Program Directors of the University represented by the Association.

B. Any agreements so negotiated shall be reduced to writing.

C. If agreement cannot be reached on a successor collective negotiations agreement between the Association and the University, either party has the right to declare an impasse. Should impasse develop, the procedures and rights under the New Jersey Employee Relations Act shall be utilized in an effort to resolve such impasse.

## **ARTICLE IV**

### **PERSONNEL FILES**

A. The official personnel file for each Program Director shall be maintained in the office of the dean. 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 Program Director or placed in their file at their request.
2. Documents concerning the individual's employment history at the University and all records of personnel decisions affecting their 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 Program Director, with the exception of outside confidential letters of recommendation.

B. Any member of the negotiations unit may have access to all documents in their 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 negotiations unit member who shall be entitled to review it at reasonable hours upon written request and to purchase copies of any or all materials contained therein. A unit member may have their union representative present during such review/examination.

D. When a reappointment and/or promotion action has been initiated by a department or other appropriate body, access to the reappointment and/or promotion forms related to that action will not be available to the Program Director until that reappointment and/or promotion 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 Program Director shall have the opportunity to appeal to the dean the addition of material added to their official personnel file more than one year after its receipt.
3. The Program Director may appeal the decision of the dean to the chancellor.

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



to the best of the Program Director's knowledge, the nature of the material and its location within the University.

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

1. Producing the material requested, or
2. Certifying in writing that to the best of their knowledge the alleged material does not exist, or that it exists but does not belong in the Program Director'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.

G. The negotiations unit member shall have the right to prepare a written response to any document in the official personnel file which the negotiations unit member believes reflects negatively on their 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.

## ARTICLE V

### GRIEVANCE PROCEDURE

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

A. Grievances under this Procedure<sup>1</sup>.

A. 1. A grievance under this Article V is defined as: Category One: A Category One grievance is a grievance alleging a breach, misinterpretation or improper application of the terms of this Agreement involving a mandatory subject of negotiations, including an allegation of unjust discipline<sup>2</sup>. Excluded from Category One are all allegations concerning provisions of this Agreement when those provisions specify that grievances concerning them shall be considered as a Category Two grievance.

or

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

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

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

A.2. Excluded from this grievance procedure are:

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

A.2.b. An allegation regarding the evaluation of a grievant for reappointment, promotion and/or tenure, as provided in Appendix B of this Agreement;

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

2 Discipline is the formal imposition of a penalty in response to alleged wrongdoing by a member of the negotiations unit (proceedings under Article XXII will be handled as a Category One grievance).

A.2.c. Allegations concerning provisions of this Agreement when those provisions specify that they are not subject to the grievance and arbitration process.

A.3. A grievance under this Article may be filed by a unit member or members, if more than one member has been affected, or by the Association. A grievance filed by a member or members of the unit may only be filed with the Association and will be promptly transmitted to the Office of University Labor Relations (178 Ryders Lane, Suite 308 New Brunswick, NJ 08901; oalr@oq.rutgers.edu) by the Association.

## B. Requirements for Filing

B.1. A grievance must be filed in writing with the Office of University Labor Relations within four (4) months of the date on which the grievant should reasonably have known of the occurrence of the alleged violation, or within twenty (20) working days of the occurrence of the alleged violation if the grievant is requesting an accelerated schedule. The written statement of the grievance shall specify which allegations in the grievance are being filed as Category One or Two; shall contain a statement of the facts surrounding the grievance; shall specify the provision or provisions of the Agreement, policies, or agreements, which allegedly have been violated, misapplied, or misinterpreted; and shall specify the relief sought. In addition, where the substance of the grievance concerns a dispute between unit members, the grievance filing shall show evidence of an effort to resolve the matter with the appropriate dean. Such efforts at informal resolution of grievances shall not affect the timeliness requirements of this procedure.

B.2. The timeliness of a grievance shall be determined by the date on which the Association delivers it to the Office of University Labor Relations. The timeliness of a grievance submitted via e-mail to the Office of University Labor Relations shall be determined by the date of the email to the Office of University Labor Relations. The timeliness of a grievance mailed to the Association by United States Postal Service shall be determined by the postmark. The Association shall deliver such grievances to the Office of University Labor Relations within one day of receipt.

B.3. Responses to requests for Information, material, and documents relevant to a grievance shall be provided, if available, by either party upon written request of the other party within 15 working days of such request. If either party is unable to meet the 15 working day time limit, it shall so notify the other party in writing, explaining the reason.

## C. Mediation

C.1. The goal of mediation is to resolve grievances informally.

C.2. A grievant may submit any grievance that the parties agree is properly raised under this Article to non-binding mediation prior to proceeding to Step One. Disputes between the parties as to grievability shall not be submitted to mediation. Notice of the desire to participate in non-binding mediation shall be given to the University with the grievance filing.

C.3. The mediation process will be completed within 30 working days of the University's receipt of the grievance filing, where possible.

C.4. A pool of six professional arbitrator/mediators, jointly agreed to by the University and the Association, 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 Association 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 Association.

C.6. Unless the parties agree otherwise, participants in mediation shall be limited to the mediator, the grievant, no more than two Association 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/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 Association, notifies the University that he/she believes mediation with that individual as University representative would be pointless. In such cases, the Executive Vice President for Academic Affairs or their 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 Association but shall not be individuals who bear the title of Counsel, Associate Counsel, or Assistant Counsel. Unless the mediator objects, the Association and the University may jointly agree that each may have one nonparticipant observer present at a mediation session. Such observers shall not participate in the mediation meeting in any manner.

C.7. The format for mediation shall be face-to-face discussions between the parties, with the assistance of the mediator. However, the parties may, during the mediation session, jointly agree to meet separately with the mediator, provided that at the request of the parties, they again meet face-to-face before mediation is concluded. The mediator shall be provided by the University with the grievance filing in advance of the mediation session. The mediator shall decide whether other documents are needed to advise the parties. Provision of such documents by either of the parties shall be voluntary in response to requests from the mediator. No official record of the mediation process shall be kept. The names of individuals attending the mediation shall be provided to either side by the other if requested.

C.8. The mediator shall attempt to resolve the grievance. If a resolution is reached, it shall be reduced to writing. Resolution of a grievance shall not be a precedent in any other grievance.

C.9. If no resolution is reached through mediation, the mediator shall present advice orally at the end of the mediation. This advice shall not be introduced at any subsequent grievance hearing or in any other proceeding.

C.10. The costs of the mediator shall be borne equally by the University and the Association.

C.11. If no resolution is reached through mediation, the grievance may be pursued at Step One of this grievance procedure. If the grievant requested both mediation and a Step One meeting and no resolution is reached through mediation, the Association and/or grievant may opt not to have a Step One meeting by providing written notice to the Office of University Labor Relations within ten (10) working days of the mediation.

#### D. STEP ONE

D.1. The Executive Vice President for Academic Affairs or their designee(s) may conduct such investigation as they may require in order to render a written response, including meeting(s) with the grievant and other individuals who are determined by the Executive Vice President for Academic Affairs or their designee or the Association to be concerned in or to have knowledge of the matter. If the grievant believes it necessary to meet with the Executive Vice President for Academic Affairs or their 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 Executive Vice President for Academic Affairs or their 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 Executive Vice President for Academic Affairs or their 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 5 working days of the receipt of the grievance or the completion of the mediation, whichever is later, and a written Step One decision shall be rendered within 15 working days from the date of the Step One meeting. The accelerated Step One decision shall be sent via email to the Association and grievant simultaneously.

D.4. Should the grievant fail, without valid reason, or refuse to meet with the Executive Vice President for Academic Affairs or their designee when such a meeting has been requested either by the grievant or by the Executive Vice President for Academic Affairs or their designee, the Association shall not be permitted to invoke Step Two of the grievance procedure and the decision of the Executive Vice President for Academic Affairs or their 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 Association. The University shall have the right to assume that any representative who appears with the grievant is approved by the Association. The grievant's representatives shall be members of the negotiations unit and/or Association staff. Although the University may request members of the negotiations unit to participate in the investigation of, and meetings about, a grievance, a member of the negotiations unit may not be a designee of the Executive Vice President for Academic Affairs or a formally designated representative of the University.

D.7. Within 45 working days of the conclusion of the mediation or within 45 working days of the notification of a waiver of the mediation step by the Association, or within 15 working days if the parties agree that the problem requires an accelerated schedule, the Executive Vice President for Academic Affairs or their designee shall render a written response, except that, in all events, the Executive Vice President for Academic Affairs or their designee shall have no fewer than 15 working days subsequent to the Step 1 meeting(s) concerning the grievance to render a written response.

D.8. The Executive Vice President for Academic Affairs or their designee shall simultaneously submit their written decision to the grievant and to the Association. The Step One decision shall be sent via email to the Association and the grievant simultaneously.

#### E. STEP TWO – ARBITRATION

E.1. If the Association is not satisfied with the disposition of the grievance at Step One, the Association - upon written notification to the Executive Vice President for Academic Affairs within 30 working days of receipt of the Step One decision, or within 15 working days if the grievance has been heard on an accelerated schedule at Step One - may appeal a Category One or a Category Two grievance to arbitration.

E.2. The written notice shall set forth the issue or issues to be arbitrated and shall specify, as to each issue, whether the Association 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 Association 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 Association determines that either it or an individual negotiations unit member(s) cannot arrive at a decision on whether to proceed to arbitration within the 30 working days provided herein, it will so notify the Executive Vice President for Academic Affairs during this period. This notice will extend the period for invoking arbitration for a period of 30 additional working days. Additional extensions may be agreed to by the parties, and if such an agreement is made it shall be set forth in writing. No extensions beyond the original 15 working days provided for filing of an appeal to arbitration shall be available in instances where the grievance has been heard on an accelerated schedule at Step One except by written mutual agreement of the parties.

E.5. If no Step One decision is rendered, the Association 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 Association 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 Association, the grievant(s), and the University; or

E.7.b. Advisory Arbitration: In the case of Category Two grievances, render a recommendation to the Office of the President. The President's decision will be final and

binding for all internal University purposes. Such decision will be rendered within 15 working days of receipt of the arbitrator's report. If the President modifies or rejects the recommendations of the arbitrator, he/she will set forth in writing the reasons for such modification or rejection.

E.8. The arbitrator's decision or recommendation shall be rendered in accordance with law and not later than 30 calendar days after receiving final submissions from the parties unless the parties agree that more time is needed. The arbitrator shall not have the authority to amend, alter, or in any way change a University policy, established practice, or provision of this Agreement.

E.9. Any party may request a stenographic record. If such transcript is agreed upon by the parties, or in appropriate cases determined by the neutral arbitrator, to be the official record of the proceeding, it must be made available to the arbitrator and to the other party for inspection at a time and place determined by the arbitrator. The total cost of such a record shall be shared equally by those parties that order copies. Either party may tape the arbitration proceeding, but the tape shall not constitute the official record. The tape may be used only for the purpose of preparing the case and may not be used for any other purpose or in any other forum.

E.10. The costs and expenses incurred by each party shall be paid by the party incurring the costs, except that the fees of the neutral arbitrator and the fee, if any, of the administering agency shall be borne equally by the University and the Association.

#### F. Miscellaneous

F.1. No reprisals shall be taken against any grievant, Association representative, witnesses, or other participant, or nonparticipant observer for participation in or observation of this Article V grievance process. Claims of such reprisals shall be grievable under 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 Association and the Office of University Labor Relations, a grievant who is on an academic year appointment may request that some or all of the period between Commencement and September 1 be excluded from the time limits in this procedure. Such requests shall not be made unreasonably and shall include the reasons for the request. Requests to exclude time between Commencement and September 1 shall not be unreasonably denied.

If the Association 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 Association 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 Association 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 Association in its determination as to whether or not the grievance should be pursued beyond Step One, the Executive Vice President for Academic Affairs or their designee, upon request of the Association, shall make available to the Association a copy of any written policy, or agreement, cited in their 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 negotiations unit members and the Association 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 Executive Vice President for Academic Affairs in accordance with Section E.1. above shall be considered a binding and final settlement of the grievance. If there is no written response at Step One and the Association 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 Association does not timely invoke Step Two in accordance with Section E.1. above, and the Association and/or the grievant(s) commence a court proceeding pertaining to the grievance within 45 working days of the last date upon which the Association 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 Association and/or grievant has any enforceable right against the University with respect to any misinterpretation, misapplication, or violation of University policy, or agreement.

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 negotiations unit members that arise from sources independent of this Agreement, University policies, or agreement.



## ARTICLE VI

### MANAGEMENT RIGHTS

- A. 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.
- B. All such rights, powers, authority and prerogatives of management are retained subject to limitations as may be imposed by the New Jersey Public Employer-Employee Relations Act, as amended, governing the conduct and activities of Program Directors and which are not inconsistent with the express provisions of 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.

## ARTICLE VII

### ASSOCIATION RIGHTS

The Association recognizes its responsibilities as negotiating agent and agrees to represent all Program Directors in the negotiating unit.

#### A. Dues Deduction

1. The University agrees to deduct from each biweekly paycheck the annual Association professional dues of each member of the bargaining negotiations unit as defined herein, for whom the Association furnishes to the University a voluntary written authorization for such deduction, on a form acceptable to the University. Once the Association furnishes to the University such voluntary written authorization for such deductions from any negotiations unit member, that negotiations unit member shall retain that status each semester, academic year, or calendar year that they are employed as a member of the negotiations unit, unless that member submits a written withdrawal of their authorization.
2. Withdrawals of unit member authorizations for the deduction of dues shall be in accordance with applicable statutes, court decisions and the terms of the agreement set forth between the Association and the unit member on the membership/dues authorization card, or equivalent document.
3. The University shall reinstate the dues deduction of any negotiations unit member who has temporarily left the negotiations unit (but retained a title in the negotiations unit) because of a University assignment to a position not covered by the recognition clause of this agreement and who has previously given voluntary written authorization. The original authorization forms, or copies of them, will be supplied by the Association to the University for verification, if requested. The resumption of dues deduction shall be made as soon as practical after receipt by the University of written notice from the Association that a negotiations unit member has returned to a position covered by the recognition clause of this agreement. Negotiations unit members must submit written withdrawals of their authorization to the Association. It is the Association's responsibility to transmit such withdrawals of authorization to the University. The University will continue to deduct dues until it receives the withdrawal of authorization.
4. The amount of Association professional dues shall be such amount as may be certified to the University by the Association at least 30 days prior to the date on which deduction of Association professional dues is to be made. The University shall remit electronically to the Association all professional dues deducted pursuant hereto every two weeks in which such deductions are made, together with a list of names of members of the negotiations unit from whose pay such deductions have been made.
5. In the event a claim is filed by a member or former member of the negotiations unit for a return of dues deducted from the member's paycheck pursuant to this Article, the Association shall be solely responsible for the return of such dues, provided the

University transmitted the dues to the Association and provided the Association or a court determines that the Association or the University is obligated to return the dues.

## B. Access to University Facilities

1. Representatives of the Association shall be permitted access to University property to transact official business at all reasonable times, provided that this shall not interfere with or interrupt normal University operations.

2. Access includes, but is not limited to the following: (1) the right to meet with negotiations unit employees on the premises of the University during the work day to investigate and discuss grievances, workplace-related complaints, and other workplace issues; (2) the right to meet with newly hired negotiations unit employees, for thirty (30) minutes at a University Human Resources new employee orientation, within thirty (30) calendar days from the date of hire of such negotiations unit employees; (3) the right to meet with newly hired negotiations unit employees for thirty (30) minutes at orientation sessions conducted by SHP provided the Dean of the school (in their sole discretion) has approved attendance at such orientation sessions, but such approval shall not be unreasonably denied (the reasonableness of the Dean's decision may be challenged only as a Category Two grievance under the parties' collectively negotiated grievance procedure) or (4) the right to meet with newly hired employees for thirty minutes within thirty (30) calendar days from date of hire if the employee does not attend any orientation. In addition, the Association shall be permitted staff tables with literature and information about the Association at orientations during which the Association is meeting with negotiations unit members pursuant to section (B.2.2. of this Article).

3. The Association and its representatives shall have the right to use University buildings at all reasonable hours for meetings provided they follow regular University procedures and do not interfere with University operations. The Association may be charged for maintenance, security and other costs that would not otherwise be incurred by the University related to the use of the University's facilities. The particular facility/room for such meetings shall be determined by the University.

4. The Association shall have the right to make reasonable use of the University facilities and equipment, including duplicating, computing and office equipment, and available audiovisual equipment, all in accordance with University procedures. The Association shall pay reasonable costs for the use of facilities and equipment.

5. Upon request, the University shall provide designated staff representatives of the Association a Rutgers guest Net ID to conduct union business.

6. Consistent with current practice, the Association shall have the right to use the University's email system to communicate with its negotiations unit members regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the union. The Association will comply with all University policies and guidelines when using the University's email system.

7. No Program Directors may engage in Association activities during the course of their officially assigned academic obligations.

#### C. Information on New Negotiations Unit Members

Within ten (10) calendar days from the date of hire of negotiations unit employees, the University shall provide the following contact information to the Association in an Excel file format or other format agreed to by the Association and the University: (1) name, (2) job title, (3) worksite location, (4) home address, (5) work, telephone numbers, and any home and personal cellular telephone numbers on file with the University, (6) date of hire, and (7) work email address and any personal email address on file with the University.

#### D. University Website and Distribution of the Agreement

As soon as practical after the effective date of this Agreement, the University shall prominently feature this Agreement on the University's website and shall list on the website the name, address, and telephone number and website of the Association.

Information about how to access this Agreement electronically shall be made available to all members of the negotiations unit as soon as practical after ratification through a joint communication from the University and the Association President. Such communication shall be sent via email to all members of the negotiations unit.

The University will have no obligation to provide materials at orientations.

#### E. Campus Mail

1. To the extent permitted by law, upon the effective date of this Agreement, the University will carry without charge by University campus mail up to three times per semester the Association newsletter to its negotiations unit members. The Association will not send, and the University will not carry, by campus mail any other matter except upon payment of appropriate United States Postal charges.

2. a. The Association shall indemnify and save harmless the University against any and all claims, demands, suits, judgments, settlements, or any other forms of liability, including reasonable counsel fees and other costs of defense, that shall arise out of or by reason of any action taken by the University to comply with Section E.1. above, including liability for United States Postal charges for carriage of Association mail at any time and also including but not limited to, any actions in connection with defending the legality of this indemnification provision. The Association shall remit payment for said fees and costs to the University within 30 days after receipt of a detailed statement of services rendered in connection with said defense. If full payment is not remitted within 30 days, the University's obligation pursuant to Section F.1. shall be suspended for so long as this statement of services remains unpaid.

b. In the event this indemnification provision is found by any court or administrative agency of competent jurisdiction to be illegal or against public policy, then effective the date on which the Association no longer remits payments to the University as provided in Section E.2.a. above, the University's obligation under Section E.1. above shall terminate.

c. University shall retain its right to determine the course of conduct, including but not limited to, the right to select counsel and determine strategy, in any action arising out of or by reason of the provisions of Section E.

#### F. Rights

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 laws.

## **ARTICLE VIII**

### **LABOR MANAGEMENT MEETINGS**

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.

## ARTICLE IX

### FRINGE BENEFITS

Should changes in any of the programs defined herein be affected 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.

The provisions of this Article apply to those negotiations unit members with an FTE of 0.1 or more only as provided specifically below.

#### A. Vacation

1. Full-time (12-month) Program Directors are entitled to vacation of 22 working days per year. Full time (12-month) negotiations unit members are entitled to twenty-five (25) working days of vacation per year upon the commencement of the twenty-first year of service. Vacation for unit members at less than full time shall be prorated based on FTE. Vacation days shall be scheduled with, and approved by, the appropriate Department Head and/or Chair. Vacation days, and their usage, shall be centrally recorded, when operationally feasible.

2. Negotiations unit members may carry over a maximum of one (1) year of earned vacation accruals into the next succeeding fiscal year. Any vacation accruals above this maximum will be forfeited. Exceptions to this provision may be recommended by the department chair, but ultimately may be approved only by the Senior Vice President for Human Resources or their designee.

3. In instances where Program Directors are permanently employed at less than full-time or where service is for less than a full year (first and last year of employment), the following conversion formula determines accrued vacation days:  $\text{vacation days} = \text{percent of appointment times percent of year employed times annual rate}$ .

4. In departments where there has been an established practice of permitting faculty members to use vacation days prior to the vacation days being accrued, such practice will continue in such departments. If a negotiations unit member leaves employment prior to the end of the fiscal year and has used a greater number of vacation days than the negotiations unit member accrued, the negotiations unit member shall reimburse the University for the used, but unaccrued vacation days, including, but not limited to, reimbursement through deductions from the employee's final paycheck.

#### B. Holidays for Program Directors

1. Program Directors at .50 FTE and above shall be allowed four (4) float holidays, to be scheduled in conjunction with the appropriate Department Head and/or Chair. Float holidays for faculty unit members at .10 FTE and above but less than .50 FTE shall be pro-rated based on FTE and subject to the same scheduling requirements as those above .50 FTE.

2. Program Directors with a 1.0 FTE shall be entitled to the following holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day. Negotiations unit members with a FTE below 1.0 shall be entitled to these holidays to the extent the holiday falls on the member's regularly scheduled work day.

#### C. Sick Days

1. Full-time Program Directors accrue one month (22 days) of sick leave per year. Sick leave for Program Directors at less than full-time, shall be pro-rated based on FTE. Sick day accruals are cumulative from one year to the next.
2. Negotiations unit members may designate up to 40 hours of accrued sick leave for the purposes listed in the NJ Earned Sick Leave Law. This provision is not intended to change how sick days are used.
3. Federal Family Medical Leave, New Jersey Family Leave, New Jersey Safe Act Leave, and Other Leaves are governed by Article XIV.

#### D. 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 benefits and that health benefits are provided to eligible employees as set forth in applicable statutes and regulations. During the term of this Agreement, unless modified subsequently by Agreement of the Association and the University, employee contributions to the cost of health and prescription benefits shall continue to be in accordance with the full implementation schedule set forth in P.L. 2011, chapter 78 and which percentages were in effect on July 1, 2018. During the term of this Agreement, the University will continue the Rutgers Vision Care Program for Program Directors.

#### E. Prescription Drug Program

It is agreed that, as part of the State Health Benefits Program, eligible employees of the University, as defined in applicable statutes and regulations, 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.

#### F. 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.

#### G. 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.

#### H. Optional Tax Deferral Plans

The University shall continue to make available to all eligible Program Directors 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.

#### I. Workers Compensation

1. Any Program Director who becomes disabled because of a job-related injury shall, if approved by the Department of Risk Management and Insurance, be granted a leave of absence. Payment during such leave shall be made in accordance with the New Jersey Worker's Compensation Act, except that in cases where the physical injury arises in and out of the course of the performance of assigned job duties and functions, payment will be seventy (70%) percent of salary.

2. If not approved by the Department of Risk Management and Insurance, 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.

## ARTICLE X

### TUITION REMISSION/REIMBURSEMENT

Program Directors are entitled to tuition remission and tuition reimbursement benefits if they meet the established eligibility criteria.

A. The tuition remission benefit for eligible Program Directors is as follows:

Dependent children of Program Directors shall be eligible for tuition remission in accordance with the provisions of Rutgers Policy 60.2.1 B, C and D.

Program Directors 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 shall have the option of using tuition remission for an existing Rutgers program or the existing tuition reimbursement program for Program Directors. Such requirement shall be certified by the chair and dean and approved by the RBHS Chancellor. If the employee may fulfill that obligation via an existing Rutgers University academic program, Rutgers tuition remission shall be provided.

B. The tuition reimbursement benefit for eligible Program Directors is as follows:

1. Program Directors enrolled in terminal degree programs which are related to their areas of instruction or are approved, as such by their chairpersons, the dean, and the RBHS Chancellor, may receive tuition reimbursement at a rate not higher than the traditional SHP graduate program tuition rate at the time of enrollment.

2. Program Directors may also receive tuition reimbursement within the same limits described above for graduate study necessary to increase such Program Director's expertise in teaching or for undergraduate study which is a prerequisite for such graduate study.

3. Tuition reimbursement under B.1 above shall not exceed nine (9) credits per semester at the doctorate level or nine (9) credits per semester at the master's degree level.

If a Program Director is enrolled in a program requiring more than nine credits per semester, he/she may apply to the Dean of the School of Health Professions for special consideration.

4. Tuition reimbursement under B.2 above shall be determined by the chairperson, the Dean, and the RBHS Chancellor, and shall not exceed six (6) credits per semester.

5. The limit of reimbursement credits under B.1 above shall be set at ninety (90) credits during the employment of the Program Director at the University. The limits, under B.2 above, shall be set at twenty-seven (27) credits during the employment of the Program Director at the University.

6. In order for a Program Director to receive a commitment for reimbursement, he or she must submit a written request to the chairperson of the department, prior to the

start of any course or program, who shall recommend approval by the Dean and RBHS Chancellor on the basis of the following guidelines:

(a) the Program Director's chair or Department Head supports the request;

(b) the course or courses are deemed relevant to the Program Director's work within the University; the Dean and RBHS Chancellor shall respond to the request within twenty (20) working days of the request, subject to the availability of funds.

7. In order to secure reimbursement the Program Director must satisfactorily complete the course of study and submit written proof of payment of tuition and satisfactory completion to the Dean. To continue to be eligible for tuition reimbursement, the Program Director, under B.1 above, must maintain the grade point average required for successful completion of their program of study.

8. Any tuition paid on behalf of a negotiations unit member will be reimbursed to the University (SHP) if the negotiations unit member leaves the employ of the University within one year of payment. The University can recover this tuition by a deduction from any vacation pay owed to the individual. This provision does not apply to individuals with ten (10) or more years of service as of the date of receipt of the reimbursement.

## **ARTICLE XI**

### **PROGRAM DIRECTOR TRAVEL**

Negotiations 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 negotiations unit member will have complied with the travel regulations of the University.
2. It shall be the responsibility of the negotiations unit member to provide adequate substitutes for all regularly scheduled University activities in their absence. Such substitutes must have the prior approval of the department Chairperson.
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 an educational workshop or other event pertaining to the Program accreditation maintenance/licensing requirements or other organizational needs of the Program.
  - c. To attend a professional conference or meeting pertaining to the academic interests of the negotiations unit member.
4. Travel expenses will be reimbursed to negotiations unit members as per the University Policy 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.

## ARTICLE XII

### COMPENSATION

Notwithstanding anything to the contrary, in no case will total compensation (for a negotiations unit member who performs clinical services) received from Rutgers and through its affiliated clinical partners (i) exceed fair market value, as determined by prevailing practices including reference to applicable salary surveys and consistent with US Department of Health and Human Services regulatory expectations or (ii) be determined in any manner that varies with or takes into account the volume or value of the negotiations unit member's (who performs clinical services) referrals to or other business generated for Rutgers or its affiliated clinical partners.

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:

#### I. Academic Base Salary ("ABS")

Each negotiations unit member shall be paid an academic base salary (hereinafter referred to as "ABS"). There shall be a contractual academic base salary minimum for each rank (hereinafter referred to as "CABS" and contained in the Appendices to this Agreement). No full-time unit member shall be paid an ABS which is less than the CABS and no part-time unit member shall be paid a prorated ABS which is less than the prorated CABS. At the time of hire, the ABS shall be set by the University at or above the CABS and shall be reflected in the letter of appointment. A negotiations member's ABS shall not be decreased but may be increased in accordance with the provisions of this Article.

#### II. Salary Adjustments

##### A. Across the Board Increases

1. Fiscal Year 2023 - All persons who were members of the negotiations unit on June 30, 2022 (or who returned to a negotiations unit member position in the first week of July 2022 from a non-aligned faculty administrator position or from a position in another unit)<sup>3</sup> who continue to be employed as members of the unit through the date of payment, shall receive a \$5,035 across-the-board salary increase to their academic base salary retroactive to July 1, 2022. Following ratification of the Agreement, retroactive across-the-board salary increases will be paid as soon as reasonably practicable.

2. Fiscal Year 2024 - All persons who were members of the negotiations unit on June 30, 2023 and who continue to be employed as members of the negotiations unit

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<sup>3</sup> Non-aligned faculty administrators or other individuals from another unit, who return to the negotiations unit in the first week of July 2022, July 2023, or July 2025, respectively, shall be eligible for the across-the-board increases in accordance with the provisions of this section (provided they have not otherwise received an increase for Fiscal Years 2023, 2024, or 2026, respectively).

through the date of payment, shall receive a 3.5% across-the-board salary increase to their academic base salary retroactive to July 1, 2023. Following ratification of the Agreement, retroactive across-the-board salary increases will be paid as soon as reasonably practicable.

3. Fiscal Year 2026 - All persons who were members of the negotiations unit on June 30, 2025 and who continue to be employed as members of the negotiations unit through the date of payment, shall receive a 3.5% across-the-board salary increase to his/her academic base salary retroactive to July 1, 2025.

## B. Merit Adjustments

### 1. Criteria:

Merit salary increases for Fiscal Year 2025<sup>4</sup> will be awarded to eligible members of the negotiations unit who have demonstrated during the fiscal year preceding the merit increase, recent and continuing achievement based on one or more of the criteria of education/teaching, program administration, research/scholarship, clinical/patient care, professionalism, and/or service.

The negotiations unit member must be in a negotiations unit position as of the first full payroll in September of the fiscal year preceding the fiscal year of the merit increase and continue to serve in such position through the date of payment.

All negotiations unit members hired on or before September 1, 2023, the fiscal year preceding fiscal year 2025, the fiscal year of the merit increase, and who received an overall performance evaluation of meets expectations/satisfactory or better for the Fiscal Year preceding the effective date of each merit adjustment shall receive a merit increase.

Notwithstanding the preceding paragraph, negotiations unit members shall not be eligible to receive a merit increase in the following instance:

- The negotiations unit member receives an overall performance evaluation score of 1 (Unsatisfactory) or 2 (Needs improvement) for the Fiscal Year preceding the effective date of each merit adjustment.

### 2. Salary Pool:

The salary increases will be applied to the ABS from a pool of funds ("salary pool"). The salary pool for Fiscal Year 2025 shall be in the amount of 3.25% of the total ABS for all negotiations-unit members eligible for merit increases as of the first full payroll period in September of the fiscal year preceding the fiscal year of the merit increase. The 3.25% merit increase salary pool proposed by the University for Fiscal Year 2025 shall be effective July 1, 2024.

The salary pool available for merit salary increases within each School will be based on the proportion of the total faculty ABS pool in each of the schools. It will be at the sole discretion of the Deans to manage the salary pool at the school level or to establish

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<sup>4</sup> As noted below in Paragraph (B)(2), the Fiscal Year 2025 merit increase shall be effective July 31, 2024.

salary pools at the department level. If salary pools are established at the department level, it is up to the Department Chairperson whether or not to establish salary pools for each division.

The entire amount of the merit salary pool must be awarded to eligible negotiations unit members. Should a negotiations unit member leave the University prior to the date of payment of the merit increase for that Fiscal Year, but subsequent to a determination of a merit increase for that negotiations unit member for that Fiscal Year, the amount of that merit increase shall not be reallocated to other negotiations unit members.

### 3. Merit Increase Calculation:

The amount of a merit salary increase paid on July 1, 2024, if any, that may be awarded shall be at least 2.0% of the negotiations unit member's ABS.<sup>5</sup> A negotiations unit member may receive a merit salary increase of up to 6.0% of the negotiations unit member's ABS. If eligible, all salary increases shall be calculated based upon the negotiations unit member's ABS as of the date prior to the effective date of the merit increase (e.g., June 30, 2024 for a July 1, 2024 merit increase).

Merit increases, if any, shall be given before a determination is made as to whether the resulting new ABS is at or higher than the new CABS for the employee's particular rank and title, or if an additional salary increase is required to bring the ABS to the CABS for that rank and title.

Recommendations for merit increases will be made first by the division chief (if applicable), and submitted to the department chair, then to the appropriate dean, and to the Chancellor. The Chancellor will forward all recommendations to the President for final approval. No negotiations unit member will be notified of the merit increase prior to the President's approval.

### 4. Performance Evaluation Process:

On an annual basis, each negotiations unit member shall be assessed and evaluated as to professional competence in the performance of their duties over the year in question in accordance with the process outlined below.

No later than the first working day in May of each year, the negotiations unit member shall submit evaluation materials to the Chair. Notice of the deadlines for submission of evaluation materials shall be provided to all negotiations unit members by email both on the first week of April, the first week of May, and in the last week of May. This provision shall not apply to faculty on approved leave during the month of April or May.

Effective May 1, 2024, there shall be a one-week (7 calendar days) grace period following the May 1 deadline for the submission of evaluation materials. After that one-week grace period, which shall conclude on May 8, there will be a 0.3% decrease

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<sup>5</sup> If the employee's ABS is the CABS, the employee will be moved to at least the percentage amount to which the CABS is being changed in that Fiscal Year (even if the recommended merit increase would have been lower than percentage movement). The amount needed for such an adjustment will come from the Salary Pool for merit increases for that Fiscal Year.

to the potential merit increase percentage for the faculty member for every week the evaluations materials are not submitted between May 9 and June 1. Those individuals who do not submit evaluation materials by June 1 will not be entitled to an increase. Extensions until June 15 may also be granted by the Chair in exceptional circumstances.

Completed performance evaluations shall be provided to the negotiations unit member by the first working day in July of each year. The chair/supervisor and negotiations unit member shall meet to discuss the evaluation by July 15 of each year. Final evaluations shall be provided to negotiations unit members at the conclusion of the evaluation process, but no later than September 15th.

Each evaluation shall set forth the negotiations unit member's allocation of effort broken down, where applicable, to reflect effort spent on teaching/education (eFTE), program administration (aFTE), research/scholarship (rFTE)<sup>6</sup>, service (sFTE) and clinical (cFTE). Each portion of effort must add up to the negotiations unit member's total FTE. To the extent clinical faculty have cFTE that is partly contract clinical work and partly productivity-based work, the evaluation shall set forth each portion of such work that comprises that negotiations unit member's total cFTE.

Performance evaluations will evaluate the unit member's performance since the date of their last performance evaluation and shall set expectations for the coming academic year.

Merit increases shall be informed solely by the unit member's performance during the evaluation period (date of last evaluation through date of current evaluation) preceding the effective date of the increase.

## 5. Evaluation Appeal Process

a. There shall be an appeal procedure for an unsatisfactory or needs improvement Overall score on the performance evaluation of the negotiations unit member.

b. A unit member may appeal that portion of a performance evaluation which results in the denial of a merit increase 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 University Labor Relations, who shall provide copies to the NJEA and the Appeals Panel established by this subsection.

c. The review shall be by an Appeals Panel comprised of two persons designated by the NJEA, two persons designated by the University, and a person designated jointly by the NJEA and the University, who shall be the chair of the Appeals Panel. The NJEA and University shall designate

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<sup>6</sup> A negotiations unit member's rFTE used for purposes of calculating the Research Incentives to be paid out in fiscal year 2022 based upon fiscal year 2021 performance, may be adjusted, in exceptional circumstances, by agreement between a negotiations unit member and their chair/supervisor.



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.

d. 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 negotiations unit member and/or supervisor who performed the evaluation.

e. The Appeals Panel shall issue its decision to the parties, the NJEA and the Office of University Labor Relations within thirty (30) calendar days following the date of the review, and the decision shall be final and binding on all parties.

f. If the Appeals Panel sustains the appeal and agrees that the unit member's performance was at a level of meets expectations/satisfactory or better in the area(s) of the performance evaluation which caused the negotiations unit member not to be eligible for a merit increase (as set forth above in Sections II.B.1 and II.B.5.a), the appellant shall receive a merit increase (in such years where there is a merit increase program) 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 decide upon the amount of the merit increase consistent with the range set forth in Section II. B. 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 NJEA. If the Appeals Panel does not sustain the appeal and agrees that the unit member's performance in the area(s) which resulted in the denial of the merit increase was less than meets expectations/satisfactory, the unit member shall receive no merit adjustment for the year in question.

g. 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.

## 6. Grievability

The academic judgment that forms the basis of the granting or failure to grant a merit salary increase, including the size of the merit salary increase, is not grievable. Allegations of a violation of the procedures related to the merit increase (and other than the Evaluation Appeal Process described above) may only be pursued pursuant to Article V Category 2 of the Agreement. This section does not apply to the procedural provisions of Section D below, which may be grieved as a Category 1 grievance.

## 7. Information

The University will inform the NJEA as to the amount of funds allocated to the merit increases.

The University will notify individual negotiations unit members of the decision regarding a merit salary increase, if any, for that negotiations unit member.

At the conclusion of the merit increase process for Fiscal Year 2024, the University will inform the NJEA of the negotiations unit member's school, department, academic rank, overall performance rating and merit salary increase, if any.

Subsequent to the conclusion of the evaluation process, unit members shall be provided a copy of their final performance evaluation and the evaluation shall be incorporated in the permanent personnel file.

C. All CABS shall be increased by \$5,035 effective July 1, 2022, 3.5% effective July 1, 2023, 3.25% effective July 1, 2024 and 3.5% effective July 1, 2025.

D. Salary Placement of Negotiations Unit Members

1. For negotiations unit members employed or hired after July 1, 2023, the negotiations unit member's ABS will be set at least at the CABS for the appropriate rank and title.

- a. The negotiations unit member also will be provided a Supplement in addition to the ABS which will be set at a level that, combined with the ABS, will set the negotiations unit member's salary at least at the 35<sup>th</sup> percentile of salary for the negotiations unit member's rank and specialty as determined by the most appropriate benchmark to be used for benchmarking the negotiations unit member's salary determined by the University (e.g., the AAMC Publics Benchmark, the Summary Statistics on Medical School Faculty Compensation for Public Schools PhD or Other Doctoral Degree, Basic Science Departments/Specialties or the Summary Statistics on Medical School Faculty Compensation for Public Schools PhD or Other Doctoral Degree, Clinical Science Departments/Specialties).<sup>7</sup> In such case, the Supplement shall be made part of the negotiations unit member's ABS.
- b. The establishment of salary will be pro-rated based on total FTE.
- c. The University will use the benchmark standard in effect at the start of the Fiscal Year in which the salary is being determined.
- d. The parties recognize that the initial determination of the appropriate specialty to use from the appropriate benchmark for a new member of the negotiations unit is not subject to appeal or the contractual grievance/arbitration process.
- e. Overtime, pay for covering such time, and night differentials will not count towards the applicable Benchmark calculation.

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<sup>7</sup> No increase to the Supplement will be provided in this instance if the negotiations unit member's ABS is at or above the 35<sup>th</sup> percentile of salary for the negotiations unit member's rank and specialty as determined by this section.

2. This provision shall become effective July 1, 2023. For negotiations unit members employed prior to the effective date of this Agreement, who remain employed as of July 1, 2023, the following will occur:

- a. First, the negotiations unit member will be eligible for the increase provided for in Section II.A and II.B. of this Article.
- b. Second, also effective July 1 of each year of this Agreement, the negotiations unit member's total compensation (which includes all forms of compensation, including, but not limited to, ABS and Supplement but which shall not include Extramural Research Incentive payments) will be adjusted upward if needed to equal the 35<sup>th</sup> percentile of the benchmark utilized by the University for benchmarking that negotiations unit member's compensation (e.g., the AAMC Publics Benchmark, the Summary Statistics on Medical adjusted for the negotiations unit member's appropriate specialty and rank (if not already at that percentile; if already at or above that percentile, this subparagraph shall not apply)).
- c. The establishment of salary will be pro-rated based on total FTE.
- d. The University will use the benchmark standard in effect at the start of the Fiscal Year in which the salary is being determined.
- e. Overtime, pay for covering such time, and night differentials will not count towards the applicable Benchmark calculation.
- f. Any additional compensation necessary to move the negotiations unit member to the 35<sup>th</sup> percentile of the most appropriate salary benchmark will be added, effective July 1 of each year of this Agreement (except not July 1, 2022), to the negotiations unit member's Supplement (or that amount will be placed in a new Supplement if the negotiations unit member does not already receive a Supplement. Adjustments will be made after the annual increase.
- g. Adjustments will be made within 60 working days after the annual increase.
- h. The determination of the appropriate benchmark shall be consistent with the process set forth in Section II.B.4 above, entitled "Review of Effort and Benchmark Standard."

#### E. Salary Increases at Time of Appointment as Program Director

Appointment to Program Director shall result in a 6-10% increase to the academic base salary of the faculty member as set forth in the academic appointment and consistent with Appendix A of this collective negotiations agreement. Faculty being considered for appointment to Program Director will have the opportunity to negotiate their percent increase which will be determined by the Dean in consultation with the Department Chair. When an individual leaves the Program Director role, their salary shall be decreased by the percentage by which it was increased at the time of appointment as Program Director.

#### F. Promotions

When an individual Program Director 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.

### III. Unit Member Salaries

On February 1<sup>st</sup> of each year, the University shall provide to the Association a list of all unit members and their academic base salaries. Quarterly, the University shall provide the Association documents memorializing all actions 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.

### IV. Out-of-Cycle Increments

The following process shall apply for Out-of-Cycle Increases:

- A. The University may, at its discretion, increase the salary of a member or members of the negotiations unit, as a one-time payment for only that year or as an increase to ABS or Supplement or FVS (not applicable to the FVS referred to in Section VI below), to provide immediate recognition for an unusual professional achievement, accomplishments and/or productivity, or in response to market conditions in a particular discipline or subdiscipline at peer institutions. The Dean shall submit each nomination to the Executive Vice President for Academic Affairs, or designee, with a curriculum vitae and letter of recommendation. The decisions of the Executive Vice President for Academic Affairs, or designee, as to awarding or not awarding an out-of-cycle increase and the amount of such increase shall be final and non-grievable.
- B. The University may increase the salary of a member or members of the negotiations unit in order to make equity adjustments based on factors such as external market salary benchmarks within relevant markets, the faculty member's individual benchmarking information, including, but not limited to, teaching, service and research achievements, and other relevant accomplishments, compared to relevant peers and with the recognition that Rutgers prohibits discrimination based on any legally protected classifications, including, but not limited to, gender and race. "Relevant peers" may include faculty at other Rutgers campuses.

#### a. Definitions

The following definitions apply to all parts of this pay equity process:

"Faculty requestor" or "faculty member" is a member of the NJEA negotiations unit who files a request for a pay equity adjustment pursuant to this article.

"Day" or "Days" as used in this section means working days. For purposes of this Agreement, working days shall not include University holidays and closings identified on the University's posted holiday and closing schedule.

- b. The process for deciding pay equity applications.
1. A faculty member requesting a pay equity adjustment shall submit a written request with supporting documentation to the Dean and to Compensation Services (CS). Faculty members shall be eligible to submit a request for a pay equity adjustment during the window between January 1 and February 28 of each academic year.<sup>8</sup>
  2. Within thirty (30) days of February 28, in the given academic year, the Dean shall submit to CS and to the faculty requestor written comments in response to the faculty member's request. The Dean's written comments shall explain the basis upon which the Dean either accepted or rejected the comparators identified by the faculty member, as well as the basis for the Dean's selection of comparators not identified by the faculty member. CS and/or the Dean may consult with the chancellors with regard to the pay equity process. The Dean and the Chancellor shall assess the appropriateness of comparators on the basis of whether faculty members are performing work that is comparable, taking into consideration the respective teaching, service, research achievements, and, as applicable, clinical effort or, other criteria applicable to extension, library, or clinical faculty.<sup>9</sup>
  3. Within ten (10) days from the expiration of the thirty (30) day period set forth above in (B)(2), the faculty requestor may submit a response to the Dean's comments to CS and to the Dean. Within, twenty (20) days from the expiration of the 10 day period set forth in this paragraph, the Dean shall submit to CS and the faculty member a reply to the issues raised by the faculty member.
  4. CS shall calculate the explainable pay gap by utilizing the comparators selected by the Dean and may apply the coefficients generated by the regression model to the comparator pool identified by the Dean.
  5. Within ninety (90) days from the expiration of the twenty (20) day period set forth above in (B)(3) for submission of the Dean's reply to the faculty member's comments (or ninety (90) days from the expiration of the ten (10) day period set forth above in (B)(3) if no response is submitted by the faculty member) in response to a request for a pay equity adjustment by a faculty member, UHR and the Dean shall confer, and make a salary recommendation and communicate the results of their salary recommendation in writing to the faculty member, the Union, and the respective Chancellor. If the regression is utilized, UHR and the Dean will consider the manner in which each component of the regression affects predicted pay of the faculty requestor and apply any appropriate necessary qualitative considerations to achieve an equitable result. If CS and the Dean recommend an equity adjustment, they shall specify the recommended amount of the compensation increase. Alternatively, if an application is not supported by the Dean, CS shall provide notification that the Dean has not supported the application (for the reasons provided to the requestor by the Dean for not supporting the application) ("confirmation of non-support").

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<sup>8</sup> In academic years 2021-2022 and 2022-2023 all requests filed from October 1, 2021 through February 28, 2023 shall be processed in accordance with the procedure set forth in section B.

<sup>9</sup> Appropriate comparators for a faculty member allocated any cFTE may take into consideration the differences in compensation components, specifically the FVS component, applicable to those faculty members.

6. CS shall transmit to the faculty requestor the following information: (a) the comparators, if applicable, selected by the Dean to develop the salary recommendation pursuant to the criteria set forth in Article VIII(Part Five)(B) of the CNA; (b) the regression, if utilized, for the requestor, including the allocation of components used in the adjustment, and the residual difference, the detailed regression results, including the regression coefficients and the impact of the pay relevant variables, if requested by the faculty member; (c) qualitative considerations material to the determination for an adjustment, if any; and (d) if a salary adjustment is recommended, the amount of any recommended salary increase.
7. Faculty requestors shall have thirty (30) days from receipt of the salary recommendation from CS and the Dean or confirmation of the Dean's non-support from CS to forward comments to the Chancellor. Faculty members' comments to the Chancellor may challenge the application of the regression equation to the particular requestor but not the use of regression analysis; faculty members also may challenge other methodologies used by CS or Deans to calculate the requestor's pay equity adjustment. No faculty requestor shall contact CS or the Dean with respect to the salary recommendation of CS and the Dean. All comments by faculty requestors must follow the exclusive process provided for in this Agreement. Salary recommendations or confirmations of non-support shall be provided to the NJEA.
8. If the faculty requestor accepts the salary recommendation of CS and the Dean or confirmation of the Dean's non-support from CS and does not wish to submit comments to the Chancellor, at any time within the 30-day period set forth in paragraph (B)7 above, the faculty member shall notify CS, and the NJEA in the manner prescribed by UHR, that the salary recommendation is accepted.
9. A Salary Equity Review Committee (SERC) shall be established for purposes of advising the Chancellors prior to the issuance of a Chancellor level decision.
  - a. The SERC shall be comprised of eight members. The Union and the University each will select four members, all of whom shall be faculty members or faculty administrator employees. In so doing, the parties agree that there must be at least two representatives for each chancellor-led unit. One person from each group will be selected to serve as Co-Chairs of the SERC. With the exception of faculty members from RBHS, committee members shall be tenured.
  - b. Initially two members selected from the NJEA list and two members selected from the University list shall be appointed for four (4) year terms and one member selected from the NJEA list and one member selected from the University list shall be appointed to two (2) year terms. Thereafter, all members selected by the NJEA and by the University shall be appointed for four (4) year terms.

- c. All members of the SERC shall be full-time faculty or faculty administrator employees of the University.
  - d. Any member of the SERC who was directly involved in preparing a faculty requestor's pay equity application or appeal or who participated in the review of the faculty requestor's request conducted by the Dean, CS, or the Chancellor shall recuse themselves from any review by the SERC of the faculty requestor's appeal and shall not participate in discussions with other Committee members or otherwise influence the SERC-recommendation process. If a SERC member is recused from deliberations, an alternate member shall be selected by the University if the recused member was originally chosen by the University, or the Union if the recused member was originally chosen by the Union.
  - e. SERC members shall avoid conflicts of interests, actual or reasonably perceived, in the discharge of their SERC duties. The SERC Co-Chairs shall determine whether a conflict of interest exists with respect to any SERC member, including the Co-Chairs. If a conflict of interest is deemed to exist by the Co-Chairs, the SERC member shall recuse themselves from any review by the SERC of the faculty member's appeal and not participate in discussions with other Committee members or otherwise influence the SERC recommendation process.
10. Within ten (10) days following the expiration of the thirty (30) day period set forth above in (B)(7) for forwarding comments to the Chancellor by a faculty requestor, in response to the salary recommendation of CS and the Dean or confirmation of the Dean's non-support, the Chancellor shall transfer the entire file to the SERC. If a faculty requestor does not submit comments to the salary recommendation of CS and the Dean, or accepts the recommendation of CS and the Dean pursuant to Paragraph 8 above, the Chancellor shall issue a decision based on his/her review of the record without referring the file to the SERC within the time period set forth in paragraph (B)(14) below.
11. The SERC shall meet to review the file within thirty (30) days from receipt of the file from the Chancellor.
12. The SERC shall only review the faculty requestor's pay equity application and supporting documentation, the Dean's written comments in response to the application, the salary recommendation, the faculty requestor's comments, and the Dean's comments in response to the faculty requestor's comments. The SERC (but not individual members of the SERC) may request, through the Chancellor, clarification of the information provided to the SERC from the faculty member, Dean, or CS. The SERC will provide a written summary of its deliberations to the Chancellor reflecting the SERC's views. The written summary of deliberations from the SERC shall address all issues raised in the faculty member's comments, including, but not limited to, CS's reliance on comparators changed/selected by the Dean. The SERC does not have

jurisdiction to decide alleged violations of this Agreement that do not arise under this Article XII.

13. Within ten (10) days of the expiration of the thirty (30) day period set forth above in (B)(11) for its meeting to take place, the SERC shall forward a summary of its deliberations to the Chancellor.
14. The Chancellor shall have forty (40) days, from the expiration of the thirty (30) day period set forth above in (B)(11) for SERC to forward its summary of deliberations, to issue a decision. If a faculty requestor notifies CS pursuant to Paragraph 8 above, that the salary recommendation or non-recommendation is accepted or the faculty requestor does not timely submit comments to the Chancellor, the Chancellor's decision shall issue within 40 days of the expiration of the thirty (30)day period set forth in (B)(7). The Chancellor shall forward their decision to the faculty requestor, the NJEA, and the SERC (if applicable), along with the summary of deliberations prepared by the SERC (if applicable). The Chancellor's decision shall set forth the basis for accepting, rejecting, or modifying (upward or downward) the salary recommendation of CS and the Dean. If the faculty requestor's comments challenge the Dean's change in or selection of comparators, the Chancellor's decision shall set forth the reasons for either accepting or rejecting the changed/selected comparators.
15. All pay equity adjustments shall be retroactive to the date the faculty requestor submitted a pay equity application to CS. If the faculty requestor does not file an appeal following this process and a salary adjustment has been recommended, no such adjustment will be paid prior to the expiration of the time for filing an appeal to the Executive Vice President for Academic Affairs.
16. The faculty member may appeal a decision of the Chancellor to the Executive Vice President for Academic Affairs (EVPAA).
  - a. A faculty member shall have twenty (20) days from the expiration of the forty (40) day period set forth above in (B)(13) to submit an appeal to the EVPAA. The faculty member shall complete a Salary Equity Appeal Form and submit it via the manner prescribed by UHR within such time. A link to the form shall be provided in the Chancellor's determination letter. Along with the Appeal Form, the faculty member may submit supporting documents and information. Faculty members appealing Chancellor decisions may challenge the application of the regression equations to the particular requestor but not the use of regression analysis; faculty members also may challenge other methodologies used by CS, Deans or Chancellors to calculate the requestor's pay equity adjustments.
  - b. In reviewing the appeal, the EVPAA shall consider the faculty requestor's pay equity application and supporting documentation, the Dean's written comments in response to the application, the salary



recommendation, the SERC's written summary of deliberations, the Chancellor's decision, and the faculty requestor's appeal submission.

- c. Within thirty (30) days following the expiration of the twenty (20) day period set forth above in (B)(16)(a), the EVPAA shall make a determination sustaining or denying the appeal. If the appeal is sustained, in whole or in part, the EVPAA shall remand the appeal to the Chancellor with instructions. The EVPAA shall inform the faculty requestor in writing of such determination via email, copying the NJEA. The EVPAA's decision shall set forth the reasons for the decision.
  - d. If the EVPAA remands the appeal to the Chancellor, the Chancellor shall follow the EVPAA's instructions and issue and deliver a new decision within forty (40) days of the expiration of the twenty (20) day period set forth above in (B)(16)(c). The decision shall be forwarded to the faculty requestor and the EVPAA.
  - e. If an appeal results in a change to the salary recommendation, such change will be processed retroactive to the date of the original pay equity application submitted by the faculty requestor to CS.
17. The faculty requestor may notify UHR, in the manner prescribed by UHR,<sup>10</sup> that they accept the Chancellor's decision, but must do so no later than twenty days following the expiration of the soonest forty-day period set forth in (B)(14). The faculty requestor's written acceptance of the Chancellor's decision shall constitute a waiver of their right to appeal the Chancellor's decision to the EVPAA. If such notification is made, any salary adjustment awarded to that faculty requestor shall be implemented no later than the third pay period following the expiration of the twenty-day period set forth earlier in this paragraph barring exigent circumstances.
18. The decision of the EVPAA shall not be grievable. However, a faculty requestor and/or the Union is not precluded from filing an Article 9 grievance based on an alleged violation of Article 4 of this Agreement following the final decision of the EVPAA. The time for filing a grievance under Article 4 shall begin to run upon receipt of the decision of the EVPAA, or if the case is remanded to the Chancellor, from the date of receipt of the Chancellor's decision on remand. Other grievances alleging procedural violations of section B of Part Five of this Article shall be filed in accordance with Article 9.
19. If the recommendation of CS and the Dean is accepted by the faculty requestor, the faculty requestor and the Union shall be precluded from filing a grievance alleging violation of Article II or alleging other violations of Article XII, Section IV of this Agreement. If the Chancellor's decision is accepted by the faculty requestor, the faculty requestor waives the right to appeal the Chancellor's decision to the EVPAA and the faculty requestor and the Union

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<sup>10</sup> Currently available at <https://rutgers.service-now.com/hrportal>.

shall be precluded from filing an Article V grievance alleging a violation of Article II or alleging other violations of Article XII, Section IV of this Agreement.

20. Faculty requestors with pending pay equity applications on December 31, 2023 may communicate their acceptance of the Chancellor's Decision to UHR, by email to [payequityfaculty@hr.rutgers.edu](mailto:payequityfaculty@hr.rutgers.edu), no later than 20 days following the issuance of the Chancellor's decision. Communication sent from a requestor prior to the full execution of this amendment will not be considered as acceptance of the Chancellor's recommendation.

c. Funding of Pay Equity Increases:

The University commits to funding pay equity increases approved by the Chancellor, or if applicable, the EVPAA.

d. The Use of the Regression Model

1. The University agrees to exclude campus as a factor from the regression model.
2. UHR will share detailed regression results, as requested or deemed necessary, including the regression coefficients, and impact of the pay relevant variables, when conferring with the deans regarding salary recommendations.
3. It is understood that the regression analysis is just one component of a comprehensive evaluation of the requestor's pay equity application. The most significant driver of determining whether a faculty member's salary is equitable shall be the qualitative assessment of teaching, service, research, and as applicable, clinical effort or other criteria applicable to extension, library, or clinical faculty, pursuant to the terms of this Article.
4. The parties agree that the application of the regression model used to calculate the explainable pay gap for pay equity applications shall be fully disclosed to the Union and that the regression model and its application shall be fully transparent. The University has provided and shall continue to provide to the Union the following: (a) the programming code used to clean the data and create the data sets used to estimate the regression model(s); (b) copies of the data set(s) used to estimate the regression model(s); and (c) final printouts of the estimated regression model(s) used to adjust salaries. The University will disclose any changes in the specification of the regression model(s), the data sets, or definitions of variables used in the regression model(s). The parties acknowledge that a new data set is run and new coefficients are calculated each academic year. The University shall provide the new data set and the new coefficients to the Union prior to November 15th each year.

e. University's Ongoing Commitment to the Development of the Pay Equity Process

1. The University agrees that the oversight and implementation of the pay equity program negotiated between the NJEA and the University will be coordinated by the Office of the EVPAA, in conjunction with the Office of the Senior Vice President for Equity (“SVPE”) and the Office of the Senior Vice President for Human Resources (“SVPHR”).
2. The Offices of the EVPAA, SVPE, and the SVPHR will be responsible for the development of training and mentoring materials for faculty and management with respect to pay equity issues, including guidelines for starting salaries and out-of-cycle increases to facilitate compliance with the law and applicable collective negotiations agreement.
3. The Offices of the EVPAA, SVPE, and the SVPHR shall consult with two faculty members, one designated by the NJEA and one designated by the University for a two-year appointment, with expertise in the area of pay equity and compensation (faculty experts), with respect to (a) the development of training and mentoring materials for faculty and management with respect to pay equity issues; and (b) the evaluation of the pay equity program and areas for improvement in the negotiated pay equity process. In evaluating the pay equity program, the faculty experts, in consultation with the Offices of the EVPAA, SVPE, and the Office of the SVPHR may also review and analyze pay equity data to assist in the development of a methodology for properly analyzing and reporting on the pay equity process. The initial faculty expert appointed by the NJEA shall be given a one-time, one course release to serve in a consultant capacity to the Offices of the EVPAA, SVPE, and the Office of the SVPHR in the commencement of the tasks described in this paragraph.
4. Annual Report  
An Annual Report on Pay Equity will be issued jointly by the Offices of the SVPHR, SVPE, and the EVPAA to the University President, the University Senate, and the Board of Governors. The Report shall be a public record and posted on the University website. Prior to its issuance, the Report shall be transmitted to the SERC and the recommendations of the SERC as to the content of the Report shall be considered by the University. The contents of the report shall include:
  - a. The number of pay equity applications received pursuant to the process described in this agreement and the collective negotiations agreement;
  - b. The number of those applications that resulted in pay equity adjustments;
  - c. The average percent increase in the faculty requestors’ salary for all applicants; and
  - d. Following consultation with the SERC and the two faculty experts, recommendations for modifications to the pay equity review process.
  - e. A comprehensive analysis of the impact of the pay equity program on compensation inequities.
5. Conference on Pay Equity

The University, in coordination with the Committee on Diversity, Race and Gender and the SERC, shall facilitate a national conference, hosted jointly by the NJEA and the University on "Meeting the Challenge of Pay Equity in Higher Education." The conference will be held during the 2023-2024 academic year. The costs of the conference shall be borne by the University.

- C. When the University has determined to make an out-of-cycle salary increase, it shall inform the NJEA in writing of the name, rank, and current and adjusted salaries of each individual for whom an increase is to be made.
- D. During the effective term of this Agreement, out-of-cycle salary adjustments pursuant to IV. a. above to an individual recipient, beyond the first, which is at the University discretion, shall be subject to negotiation with the NJEA.
- E. The University shall not implement any salary adjustment until 15 working days after it has informed the NJEA of its determination, as specified above, or until such time as the NJEA and the University have agreed in writing that the requirements of the Article have been fulfilled, whichever is sooner.
- F. Out-of-Cycle increases are in addition to, and not inclusive of, other salary increases provided for in other Parts of this Article.
- G. Out-of-cycle increments may be in any amount.

#### V. Salary Matching

The University may, at its discretion, increase the salary of an individual member of the negotiations unit in response to a bona fide 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.

#### VI. Application of the Subject to Language in the Preface to this Article

The Fiscal Emergency language (including the "Subject to" language in Section A above) shall remain unchanged in this Agreement and shall not be invoked with regard to any of the economic provisions of this Article-provided for in Fiscal Years 2023, 2024 and 2025.

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>11</sup> If the University invokes the prefatory "subject to" language following the determination of a fiscal emergency, the University agrees as follows:

- A. The University shall provide the Association with written notice of at least twenty-one (21) calendar days. The Notice shall contain a detailed explanation for the

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<sup>11</sup> The determination of whether a fiscal emergency exists shall not be limited to whether there is a reduction in State appropriations/funding.

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 Association negotiations pursuant to paragraph 9.c. below shall commence within 72 hours; however, the University shall be permitted to delay the implementation of salary increases during the shortened period of negotiations.

- B. Along with the Notice provided to the Association pursuant to paragraph 9.a. 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 Association may request, in writing, additional financial information. Disputes over the provision of information shall be decided by the designated arbitrator on an expedited basis.

- a. During the notice period, upon written request by the Association, 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 Association may file a grievance pursuant to paragraph 9.e. below.
- b. The Association 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 9.c. above.

- c. If the parties have not agreed upon measures to address the fiscal emergency, the Association may file a grievance under Article V of the Agreement. The grievance shall proceed directly to arbitration under Article V.E.1. 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 9 of Article XII. 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 9 of this Article, the parties shall mutually agree upon another arbitrator.

## ARTICLE XIII

### TEACHING RESPONSIBILITIES FOR ACADEMIC SUPERVISORS

- A. Program Directors' efforts are, in large part, devoted to the administration, evaluation, improvement and long-term sustainability of their program. Several factors should be taken into consideration when determining the program director's percentage of administrative effort including, but not limited to, the number of enrolled students, size of faculty and staff, level of degree, licensure requirements, and if the program director doubles as the clinical coordinator. To determine the program director's percentage of effort toward their administrative responsibilities, the cumulative number of students in all programs that a program director oversees will be used to assign the program director an administrative load of small, medium, moderately large, large or very large with a concomitant percentage of effort, per the metric below:
1. Small Administrative Load: overseeing fewer than 25 students. Administrative effort: 25%
  2. Medium Administrative Load: overseeing 25-50 students. Administrative effort: 40%
  3. Moderately Large Administrative Load: overseeing 51-75 students. Administrative effort: 60%
  4. Large Administrative Load: overseeing 76-100 students. Administrative effort: 70%
  5. Very Large Administrative Load: overseeing more than 100 students. Administrative effort: 80%
- B. In addition to the administrative effort described above, in collaboration with the department chair, Program Director effort will be determined and distributed over the following areas. Overall percent effort must total 100%.
1. Special Projects – projects that are critical to the program but not performed every year.
  2. Clinical Coordination
  3. Teaching  
  
Didactic or instructional activities including classroom, online, hybrid, laboratory, and clinical instruction.
  4. Scholarship and Research
    - a. Scholarly activities supported by departmental funding and/or other University resources
    - b. Extramural Scholarly Activities (index number must be provided and percent effort must match effort on grant or research contract)
  5. Clinical Practice as part of a University-based faculty practice and as assigned by the department chair
  6. School and/or University, Community or Professional Service – In

order to be included in workload *must be approved or assigned* by the Department Chair. Generally, this effort should not exceed 10%, but could be more or less based on the approved service assignments.

- 7. Contract work - Extramural contracts or professional service agreements for faculty services. This effort must be funded by the contract or agreement (i.e., salary for this effort must be covered by the agreement).
- C. Percent effort can be translated to “work days per week,” with 100% effort (1.0 FTE) equaling 5 days per week time and effort. It is expected that most program directors will expend a minimum of 10% (0.10 FTE) of their effort on scholarly and research activity, or one half day per week.
- D. While it is recognized that teaching at SHP can involve varying levels of effort depending on program specific requirements, teaching workload maximums will be generally set based on a program director’s percent effort assigned to teaching as follows:

Maximum Credits Assigned			
Program Director Effort Toward Teaching	12-month	10-month	Work Day Equivalence
75%	20	17	3.75
70%	19	16	3.5
60%	16	14	3
50%	14	11	2.5
40%	11	9	2
30%	8	7	1.5
20%	6	5	1
10%	3	2	.5

For courses that are co-taught or team-taught in which a simple division of total credits does not accurately reflect the amount of time each faculty member dedicates to the course, a conversion will be made that translates time to credits with approximately 50 hours of course work (including in-class, preparation, grading, etc.) equaling 1 credit. These calculations would be made by a methodology agreed upon by the union and management. The calculation for individual courses would be subject to approval by the chair.

For teaching responsibilities not associated with student credits (e.g., academic advisement, coordination of practical or field sites, etc.) a similar conversion will be made that translates time to credits with approximately 50 hours of teaching related responsibilities equaling 1 credit.

Program Directors assigned to develop new courses or courses that require substantial redevelopment will receive 1.5 times the full course credit for the full preparation and delivery of the new or re-developed course.

- E. All other duties or assignments would be considered in terms of estimated average number of days or portion of days equivalent weekly, 5 days per week for a year = 1.00



FTE, one day per week being 0.20 FTE or 20% Program Director effort. Activities to be considered for each category in the effort distribution formula include, but are not limited to, the following:

1. Special Projects
  - a. Participate in new degree program development
  - b. New track within an existing degree development
  - c. Participate in Faculty Practice Program development
  - d. Accreditation Site Visit Activities
  - e. Accreditation Self Study Activities
  
2. Clinical coordination
  - a. Recruitment and maintenance of clinical sites (local and distance)
  - b. Orientation and ongoing communication and training for clinical faculty and clinical sites
  - c. Obtaining documentation for clinical faculty appointments
  - d. On-going evaluation of preceptor effectiveness and competence
  - e. Facilitation of Student Clearance for Supervised Practice (Ensuring student compliance with medical policies and other site specific requirements)
  - f. Tracking and Monitoring Clinical Placement
  - g. Tracking Meditract Contract renewals
  - h. Orientation of students for clinical rotations
  - i. Tracking and monitoring student progress
  - j. Facilitation and review of student professional practice competency achievement
  - k. Maintenance of files required for accreditation
  
3. Teaching:
  - a. Classroom teaching
  - b. Online teaching
  - c. Clinic and/or laboratory teaching
  - d. Preparation of innovative teaching materials, instructional techniques, or design and development of new curricula
  - e. Development of innovative and/or new courses
  - f. Translation of in-person classroom courses to online format delivery
  - g. Course coordination
  - h. Direction of individual student work, e.g., independent studies, chairing theses or dissertations, special student projects, student research for credit, and seminars
  - i. Participation as a member in a thesis or dissertation committee
  - j. Supervision of students being trained in clinical activities in practical and/or field sites
  - k. Coordination of practical and/or field sites
  - l. Transfer of existing online courses to new learning management systems (LMS) (updates of existing LMS would be excluded)
  - m. Supervision of teaching assistants or student teachers
  - n. Formal student academic or professional development activities
  
4. Research and Scholarly Activities

- a. Scientific research
  - b. Library research/writing
  - c. Publication of articles, books, book chapters, monographs, bulletins, reviews, and other scholarly works
  - d. Writing and submitting grant applications
  - e. Receipt of competitive grants and/or research contracts
  - f. Supervision of research staff including student research assistants working on faculty research
  - g. Presentations at scholarly and professional conferences
  - h. Preparation and application for and receipt of patents
5. Service (to be counted as workload activities, must be either approved or explicitly assigned by the chair and be considered a major time commitment as a result of a leadership role or labor intensive committee)
- a. University Service/University Governance
    - 1. Serve in membership and/or leadership roles in University level activities, e.g., University Senate, special ad hoc and standing committees, etc.
    - 2. Serve in membership and/or leadership roles in School level activities, e.g., special ad hoc and standing committees, etc.
    - 3. Serve in membership and/or leadership roles in departmental/program level activities, e.g., special ad hoc and standing committees, admission committees, etc.
    - 4. Participation in faculty recruitment activities
    - 5. Participation in student recruitment activities
    - 6. Administrative responsibilities
    - 7. Serve in special assignments such as representing the program, department, school or University at national and/or international meetings
    - 8. Mentoring of faculty within the University
    - 9. Development of processes or instruments useful in solving problems relevant to the mission and needs of the Program Director's unit
  - b. Professional Service
    - 1. Election to offices in professional associations and learned societies
    - 2. Serve on state, national, and/or international committees in professional organizations
    - 3. Serve on accreditation review bodies and/or provide consultation on accreditation to other universities/organizations
    - 4. Serve as editor or associate editor for professional journal
    - 5. Serve as consultant on problems appropriate to Program Director's discipline
    - 6. Conduct reviews of publications and/or grant/contract proposals
  - c. Public Service
    - 1. Provide information, advice, or assistance to governmental bodies or provide testimony at hearings of governmental bodies
    - 2. Provide educational needs assessment, program evaluation, program

development, training, consultation, and technical assistance to local, state, national, and/or international organizations

3. Serve on boards of local, state, national, and/or international organizations
4. Furnish leaders and groups with objective research results and other resource information for decision-making
5. Disseminate in the appropriate media the Program Director's service work and innovations
6. Participate in community service activities, e.g., Special Olympics, Give Kids a Smile, etc.

#### 6. Clinical Practice

Delivery of clinical services on behalf of the School/Unit/University, not related to teaching activities outlined above, assigned by the chair.

The above delineation of non-administrative activities is meant to serve as a guide. Workload should be agreed upon by the Program Director and chair, and outlined for the Program Director by the beginning of May of the preceding academic year.

- F. Program Directors who do not agree with the effort distribution assignment shall have the right to appeal to a Reconciliation Committee. This Committee shall be comprised of two SHP Program Directors appointed by NJEA, two representatives of management designated by the Dean's office and a fifth member agreed to by both parties. The Committee membership will exclude anyone from the department seeking a determination by the Committee. This Committee will review with both parties the source of the disagreement, and attempt to facilitate a satisfactory resolution. If a satisfactory resolution cannot be made, the Committee will make a resolution recommendation to the Dean, who will make the final determination as to the course of action, which shall not be grievable.

The Program Director must make appeals to the Reconciliation Committee within 15 business days of notification of assigned distribution of effort. The Reconciliation Committee will identify a resolution within 15 business days.

An evaluation of the completion of the assigned time and effort will be included as part of the annual evaluation of the Program Director.

#### G. Program Director Overload Pay

Teaching Overload pay will be compensated as follows:

Fiscal Year 2023: \$1700 per credit; Fiscal Year 2024: \$1800 per credit; Fiscal Year 2025: \$1900 per credit; and Fiscal Year 2026: \$1900 per credit

## ARTICLE XIV

### PARENTAL, MEDICAL AND CAREGIVER LEAVES AND SUPPORT

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

#### I. Parental, Family, Disability and Medical Leaves for Unit Members Employed at .5 FTE or Greater

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

B. In addition to the above, a member of the negotiations unit, who is a new parent, shall be eligible to receive release time from their specifically assigned classroom teaching duties<sup>12</sup> and committee service obligations for up to eight weeks (or 40 working days).

In cases in which a negotiations unit member is entitled to six weeks or more of recuperative paid leave pursuant to paragraph III.A. above, the additional eight weeks (or 40 working days) of release from specifically assigned classroom teaching duties<sup>13</sup> and committee service obligations shall be added to the six weeks of recuperative paid leave in section A. above, for a total of fourteen weeks (or 70 working days), but are not required to be taken consecutively. Unused release time shall expire after twelve (12) months from the date the negotiations unit member becomes a new parent. The period of release from specifically assigned classroom teaching duties<sup>14</sup> and committee service obligations can be reduced by the head of the unit if it would place an undue hardship on the department or unit.

C. Program Directors eligible for recuperative leave as per Sections I.A and I.B shall use all available sick time or sick leave concurrently with such recuperative leave. In the event the negotiations unit member has no available sick time or sick leave (or exhausts such sick time or sick leave), the negotiations unit member still shall be eligible for recuperative leave with pay. Program Directors eligible for new parent release time pursuant to Sections I.A and I.B shall not be required to charge paid vacation, sick, or float days.

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12 Faculty who perform no classroom teaching duties shall instead be eligible to receive release time from research duties or clinical duties.

13 See footnote 12.

14 See footnote 12.

## II. Statutory Leaves

A. If a department or unit becomes aware that a negotiations unit member requires a leave of absence for their own serious health condition, to care for a family member (for leave to care for a family member with a serious health condition or to care for and bond with a child after birth, adoption or placement in foster care), and/or pursuant to the New Jersey SAFE Act, the department or unit shall notify OneSource of the negotiations unit member's request for such leave so that the University can make a determination as to whether the leave shall be designated under the Federal Family and Medical Leave Act (FMLA), the New Jersey Family Leave Act (NJFLA), and/or the New Jersey SAFE Act, and/or any other applicable law. Notwithstanding any other provisions in this agreement or in University policies, in the event that a negotiations unit member is eligible for, and takes, a leave of absence under the Federal Family and Medical Leave Act (FMLA), the New Jersey Family Leave Act (NJFLA), and/or the New Jersey SAFE Act, and/or any other applicable law, the University shall designate the leave under the applicable law.

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

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

D. If a negotiations unit member seeks leave for a qualifying reason under the FMLA, NJFLA, and/or New Jersey SAFE Act, but the unit member is ineligible for leave under those statutes, the unit member may request leave as a reasonable accommodation under the Americans with Disabilities Act (ADA) and/or the New Jersey Law Against Discrimination (NJLAD). If a unit member seeks leave as a reasonable accommodation under the ADA or the NJLAD, the negotiations unit member must submit such a request to the Rutgers Office of Employment Equity (OEE) and comply with the reasonable accommodation process.

## III. Tenure Track Probationary Period

A. In the event that a unit member takes a leave of absence for a serious health condition or due to parental or familial circumstances, or an unpaid leave, for at least four (4) months, the unit member may, at their option, request to have the entire year excluded from the probationary period. A faculty member may submit a request in writing to the department chair or the head of the unit for an exclusion of time from the probationary period. Such a request requires approval from the department chair, the dean, and the Provost. This provision is not applicable to unit members in their terminal year.

B. A second year's leave of absence without pay shall not automatically extend the term of appointment. When the second year's leave of absence is requested, a faculty member may request an exclusion of the second year from the probationary period. If the University

grants the leave, it shall at the same time respond to the faculty member's request for an exclusion of the year from the probationary period.

C. An exclusion of a year from the probationary period shall automatically extend the term of appointment equal to the time excluded from the probationary period. No extension applicable to the final year of the faculty member's probationary period may be requested or granted. No faculty member may have more than two years excluded from their probationary period.

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

#### IV. Additional Modifications to Workload Assignments

Individual members of the negotiations unit may discuss additional modifications of their workload assignments with their department chair and/or dean, or the appropriate supervisor, with regard to their particular parental or familial circumstances. Chairs, deans, and other supervisory personnel are encouraged to work with members of the negotiations unit in this regard within the confines of the needs of the academic or research program involved.

#### V. Lactation Spaces

The University shall continue to provide lactation spaces in accordance with law. Upon the request of a negotiations unit member, units/departments shall provide information on how lactation spaces can be accessed.

VI. During the term of the Agreement, the University will maintain the Care.com pilot program at the benefit levels set during Fiscal Year 2023.

VII. Alleged violations of Article XIV may be filed as Article V, Category One grievances.

## **ARTICLE XV**

### **EVALUATION OF PROGRAM DIRECTORS**

On an annual basis, each Program Director shall be assessed and evaluated as to professional competence in the performance of their academic duties over the year in question. The written evaluation and supporting documentation shall be submitted by the department chairperson to the appropriate Dean and the faculty member prior to their evaluation date and shall be incorporated in the permanent personnel file.

Where there is a disagreement between a Program Director and the chairperson as to any evaluation of their performance of academic duties, the Program Director may invite another Program Director to be present as an advisor in the discussion of such disagreement with the chairperson.

## ARTICLE XVI

### PARKING

A. The annual motor vehicle registration fee for employees wishing to register their vehicles for the use of campus parking facilities shall be based on the employee's annual salary in the last pay period of the previous fiscal year. For employees commencing employment after the start of the fiscal year, the annual motor vehicle registration fee shall be determined by the actual salary at the time of sale. For Fiscal Year 2024, all negotiations unit employees hired on or after January 1 during any fiscal year shall pay fifty percent (50%) of the annual motor vehicle registration fee for the remainder of the fiscal year based on their salary at time of hire.

B. The parking fee for all negotiations unit members will be equal to .5% of the payroll salary as of the last pay period of the previous fiscal year, subject to a maximum of \$600. All negotiations unit members hired during any fiscal year shall pay a prorated fee for the remainder of the fiscal year based on their salaries at time of hire. The University and the Union shall be entitled to reopen the issue of parking fees during the term of this agreement.

C. 1. To the extent permitted by law, effective January 1, 2000, and through June 30, 2023, employees who pay the motor vehicle registration fee for the use of campus parking facilities by way of payroll deduction shall be given the option of paying said fee by way of a pretax payroll deduction.

2. Collection of the motor vehicle registration fee will commence in July of each year.

3. The annual parking permit is valid from July 1 to June 30.

4. Commencing July 1, 2023, to the extent permitted by law, employees who pay the motor vehicle registration fee for the use of campus parking facilities by way of payroll deduction shall be given the option of paying said fee by way of a pretax payroll deduction from their bi-weekly pay in 26 annual payments. Employees hired during the Fiscal Year shall pay a motor vehicle registration fee (as determined above pursuant to Paragraph A), for the bi-weekly pay periods remaining in the Fiscal Year in which the employment commenced. Registration of vehicles shall automatically renew.

a. Employees may cancel registration for parking by notifying the Rutgers Department of Transportation Services. Said notification will become effective as soon as operationally feasible after the request has been made. Employees will not be permitted to restore parking privileges until the start of the next registration period.

b. Separation from Rutgers will automatically terminate parking fee deductions after the point the notification of termination becomes effective.

D. Car-pooling: Employees may share the cost of an annual motor vehicle registration, among two or more vehicles, provided employees park only one vehicle on campus per day.

E. Daily parking passes: Employees may purchase up to 10 daily parking passes per year at the rates established by the Rutgers Department of Transportation for visitors.



## **. ARTICLE XVII**

### **PROGRAM DIRECTORS CONTRACTS**

A. An appointment as Program Director shall run concurrently with the underlying faculty appointment, which shall be consistent with the term of appointment or reappointment outlined in the RBHS Policies and Guidelines Governing Appointments, Promotions, and Professional Activities of the Faculty. A tenured faculty member shall receive a term of appointment as Program Director consistent with the term of non-tenure track appointment or reappointment for their rank and length of service in rank as outlined in the RBHS Policies and Guidelines Governing Appointments, Promotions, and Professional Activities of the Faculty (excluding the research track).

B. An appointment as Program Director shall terminate automatically if the Program Director's underlying faculty appointment ends and is not renewed during their term of appointment as Program Director. At the discretion of the Dean, a Program Director may be removed from the Program Director role at the time he/she receives notice that their underlying faculty appointment is not to be renewed. A Program Director may be removed or suspended during the term of their appointment for cause. The Dean has the discretion to remove a Program Director at the end of their Program Director appointment with or without cause and with or without prior notice. Notice of non-renewal of the underlying faculty appointment shall be communicated in writing in accordance with the provisions of Article XXVII – Notice of Non-Reappointment of the AAUP-BHSNJ collective negotiations agreement.

C. Acting Program Directors will have at will appointments.

D. Program Directors will normally be appointed on either an academic year or a calendar year basis. Academic year appointments are for 10 months, normally between August 15 and June 15. Academic year appointments provide for salary payments to be spread out over 12 months. Calendar year appointments are for 12 months.

E. Individual agreements entered into between the University and individual Program Directors shall not conflict with the terms of this Agreement.

## ARTICLE XVIII

### TERMINATION FOR CAUSE AS PROGRAM DIRECTOR AND/OR TERMINATION FOR CAUSE FROM THE UNIVERSITY

Program Directors who are tenured faculty or under a term contract shall not be removed for cause from their position as Program Director and/or terminated for cause from the University except for the reasons and pursuant to the procedures in this Article. If an individual is being removed for cause from their position as Program Director, Sections A and B only of this Article shall apply. If an individual is being terminated for cause from the University, Section A, B, C and D of this Article shall apply.

#### A. Grounds

The following may constitute grounds for termination:

1. Failure to perform the duties of a Program Director and/or faculty member effectively;
2. Misconduct;
3. Conduct unbecoming a member of the faculty and/or a Program Director of the University;
4. Physical or mental incapacity to perform the duties as a member of the faculty and/or Program Director;
5. Serious violation of School or University policies and procedures or other codifications governing faculty conduct.

#### B. Initiation

1. 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, along with a summary of the facts supporting the charges (such summary, however, shall not limit the University in any way from amending or supplementing such facts during the course of any proceedings under this Article). The Executive Vice President for Academic Affairs, or the Executive 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.
2. The unit member shall have seven (7) calendar days from receipt of the notice of intended discipline to request a meeting. The unit member shall be entitled to representation by the Association at such meeting. The meeting shall be held within thirty (30) calendar days from receipt of the notice of intended discipline by the unit member.
3. The date for the meeting shall be set by mutual agreement of the parties. If the parties are unable to mutually agree on a date for the meeting, the University shall set the date for the meeting, which shall be no sooner than twenty-eight (28) calendar days after the unit member's receipt of the notice of intended discipline.
4. If the discipline is initiated by the Executive Vice President for Academic Affairs, the President shall conduct the meeting to ascertain the validity of the charges. Within ten working days of the meeting, the Executive Vice President for Academic Affairs, any

designee or the President shall notify the unit member, with a copy to the Association, both to be sent by e-mail and certified mail, of the disposition of the charges and the intended discipline.

5. Documents upon which the University relies in support of the charges will be provided to the Association at least seven (7) calendar days in advance of the meeting at which the unit member has the opportunity to respond to the charges. The University shall not be precluded from relying upon documents that are not provided in advance of the meeting. Such documents shall be provided to the Association by the date of the meeting. Following review of documents not previously provided, the Association may request up to a seven (7) calendar day adjournment of the meeting.

#### C. Appeal to Arbitration for Termination for Cause from University

1. This provision applies only if a Program Director is terminated for cause from the University. One cannot appeal to binding arbitration if they are removed as a Program Director for cause. Within thirty (30) calendar days of receipt of the notice of discipline, the unit member or Association may seek binding arbitration by giving notice to the Office of University Labor Relations. 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 binding arbitration, and the discipline shall be final and binding.

2. Prior to the arbitrator proposing dates for a hearing, the parties shall advise the arbitrator of the number of days they anticipate will be needed to complete a hearing, understanding that the number of days needed for a hearing may change based on developments in the case. Based on the parties' input, the arbitrator shall propose dates for the hearing to occur within a period of ninety (90) calendar days from the date of the arbitrator's appointment to the extent feasible. The parties shall use best efforts to conclude the hearing within the allotted number of days, which will not prevent either party from having the number of days it deems necessary to present its case.

#### D. Hearing

1. At least four (4) business days prior to a hearing, the parties shall exchange the names of all witnesses who may be called at the hearing understanding that the need to call additional witnesses may arise based on the developments in a particular hearing. In such cases, the parties shall not be precluded from calling such additional witnesses. At least four (4) business days prior to the hearing, the parties shall also exchange copies of exhibits that may be introduced at the hearing, with the understanding that based on developments at the hearing there may be a need to introduce additional exhibits. The University shall be permitted to rely on documents at the arbitration proceeding not previously produced to the Association prior to the meeting discussed in Paragraph B of this Article.

2. In addition, the Association may submit a request for documents to the University no later than thirty (30) calendar days prior to the first date set for hearing. The University shall respond to such request within fifteen (15) calendar days.

3. The Arbitrator to preside at the arbitration hearing may assist the parties in resolving disputes regarding documents requested pursuant to the Article.

4. At the hearing, the unit member may be represented by the Association or legal representative of their 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.
  5. 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.
  6. Any costs resulting from the arbitration shall be shared equally by the parties to the arbitration.
- E. Unit members terminated for cause from the University shall not have any additional rights under the AAUP-BHSNJ collective negotiations agreement or any other collective negotiations agreement.

## **ARTICLE XIX**

### **DURATION OF THE AGREEMENT**

This Agreement shall remain in full force and effect from the effective date through June 30, 2026. 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 by registered mail no later than October 31, 2021, or October 31 of any subsequent twelve (12) month period to which this Agreement was automatically renewed.

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

## **ARTICLE XX**

### **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.

## ARTICLE XXI

### 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.

## Article XXII

### PROGRAM DIRECTOR SUSPENSIONS AT LESS THAN FULL PAY

1. A Program Director may be suspended from the University 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 Program Director shall be reinstated unless a proceeding is instituted in conformity Article XVIII.
2. When the University believes that suspension of a Program Director at less than full pay may be warranted, the following shall apply.<sup>15</sup>
  - a. The Program Director shall be given a written notice setting forth the reasons why a suspension at less than full pay is being considered, including any policies alleged to have been violated (if applicable), and the time and place of a meeting with the dean to give the Program Director, who may be represented by the Association, an opportunity to state why the suspension at less than full pay is not warranted. The meeting shall be held within 14 working days of receipt of the written notice. When such notice is given, separate notice shall be provided to the Association.
  - b. If the Program Director avails themselves of the opportunity to be heard, the Program Director 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 Program Director, and before a final determination of wrongdoing or penalty is made, the dean shall form a committee of not less than three department chairs and/or members of an Appointments and Promotions Committee (if there are no chairs or an insufficient number of chairs available). The members of the committee shall be selected at random 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 Program Director 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.
  - d. The dean shall consult with the committee concerning the alleged wrongdoing and any proposed penalty of suspension at less than full pay. The dean shall make available to the committee the notice to the Program Director setting forth why a suspension at less than full pay is being considered, any written responses from the Program Director, and any documents provided by the Program Director to the dean, subject to appropriate redaction and the extent such documents are not otherwise barred from disclosure by statute, regulation, or common law. In addition, the dean shall make available to the

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<sup>15</sup> The University may appoint a designee in the role of the Dean and/or Chancellor in matters where the Dean and/or Chancellor is unable to fulfill that function, including but not limited to situations when there is a direct or indirect conflict, or an absence from the University.



committee documents upon which the dean relies to support a suspension at less than full pay, subject to appropriate redaction and to the extent such documents are not otherwise barred from disclosure by statute, regulation, or common law.

- e. Upon request of the Program Director, and following the committee's consideration of the information identified in section d. above, the committee shall hear a short oral presentation by the Program Director or their Association representative. If the faculty member provides the committee with written documentation during the meeting, a copy shall be provided to the dean. The committee shall provide the dean with non-binding advice regarding the alleged wrongdoing and the proposed penalties.
- f. Within 14 working days of the committee meeting, the Program Director shall be informed in writing by the dean whether the suspension at less than full pay, or some lesser penalty, is being imposed and whether the committee agreed with the action taken by the dean.
- g. Within five working days of receipt of the dean's decision, the Program Director 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.

In a case where the University reasonably believes that the Program Director 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 Program Director, in accordance with Section 2.a. above, to impose a suspension at less than full pay for a period of up to one semester, or an equivalent period of time.

The imposition of discipline under the process outlined in this Article may be grieved as provided for in Article V.

## Article XXIII

### EXTRAMURAL SUPPORT INCENTIVE AWARDS

- A. The Extramural Support Incentive Awards set forth below will apply to all negotiations unit members (except as noted below) and will be calculated based on ~~to~~ new or existing research and institutional training proposals for projects whose funding continues beyond Fiscal Year 2023.
- B. Awards in this category are in recognition of external research and institutional training grants or other extramural research support acquired by negotiations unit members. The revised extramural support incentive award will be applied as follows:
- C. Negotiations unit members on the Professional Practice track will not be eligible to participate in this Extramural Support Incentive Award program.
- D. The Extramural Support Incentive Award will apply to all awards and proposals, including non-competing continuations, and no-cost-extensions (NCE) for the fraction the Multiple Principal Investigator ("MPI") has a percent effort covered by the NCE funds.
- E. Negotiations unit members required to support a percentage of their research FTE (rFTE) adjusted salaries using outside grant funds as a condition of their employment (e.g., coterminous faculty) will not be eligible for this incentive program.
- F. The rFTE adjusted salary will be calculated by multiplying the ABS plus Supplement (if any) but not any FVRS and RETEFI (if applicable) the employee may also receive in that same Fiscal Year) by the rFTE. Other incentives, if any, are not included in this calculation.
- G. Negotiations unit members will receive a Research and Training Incentive based on the percentage of their rFTE adjusted salary on awards, as defined in the following table:

H.

Percentage of rFTE Adjusted Salary Supported on Awards	Percentage Returned to Faculty
1% to 9.99%	0%
10% to 19.99%	3%
20% to 29.99%	6%
30% to 39.99%	10%
40% to 49.99%	15%
50% to 59.99%	19%
60% to 69.99%	21%
70% to 79.99%	24%
80% to 89.99%	25%
90% and above	30%

- I. Where applicable, the extramural support incentive award will be adjusted for the NIH and New Jersey caps in effect at the time of the applicable fiscal year used for calculation. For example, if a negotiations unit member is paid in excess of the NIH cap, and has 60% of research effort and salary support of the NIH cap on an extramural award, 21% of 60% of the NIH cap will be returned to the negotiations unit member in the form of an extramural support incentive award. Salary support from institutional training grants (as defined in the RETEFI section) is considered part of the rFTE. Extramural support incentive awards shall not increase the academic base salaries of negotiations unit members, nor shall they be used in calculating fringe benefits. This incentive is intended for research and institutional training grants and contracts. Funding related to clinical and service contracts, unrelated to research, are excluded from this incentive. The negotiations unit member shall receive the incentive for each year that the extramural support continues, and payment of the incentive will be made no later than September 30 following the fiscal year of the extramural support.
- J. Funding related to clinical trials will be applicable to this incentive.
- K. Support for NIH (e.g., T32, K12) and other federal and foundation externally funded institutional training grants qualify for this incentive. In cases when such grants do not provide salary support but instead expect the institution to cost share such support, up

to 20% effort of externally expected but unfunded effort to oversee such grants as a PI will also qualify for the incentive. The percentage that will be counted towards the incentive is based on what is listed in the institutional letter as the cost share and is included in the grant application that is provided by the RBHS unit submitting the proposal. If the training grant is an MPI grant, the overall unfunded efforts will be split equally among the MPI(s). For example, if the unfunded cost-share submitted to the funding agency is 10% FTE, then the PI qualifies for a 10% funded effort towards her/his incentive. If it's an RBHS MPI grant, then the 10% credit is divided by the number of MPIs. Only RBHS (M)PIs qualify for this incentive, so if the grant PI is outside RBHS then the RBHS MPI(s) qualify for the fraction of the incentive based on their fraction of unfunded effort if RBHS trainees are funded by the training grant.

- L. Negotiations unit members will be able to discretionarily choose to: (1) receive the entirety of the Extramural Support Incentive Award in the form of compensation; or (2) apply the entirety of their Extramural Support Incentive Award toward support of programmatic activity; or (3) divide their Extramural Support Incentive Award between compensation and programmatic activity, at their option.
  
- M. Research Incentive Program for Large Programs, Training and Specialized External Grants:
  - 1. Negotiations unit members otherwise eligible for the Extramural Research Incentive program shall be eligible for an incentive for obtaining certain types of research, education, training, equipment, and facilities incentives (the incentive program hereinafter shall be referred to as "RETEFI") for the University. This program is meant to encourage negotiations unit members to develop externally funded programs that support establishing large research and institutional training teams that benefit many negotiations unit members and students, and bring to RBHS support to recruit, train and promote the careers of learners.
  - 2. The RETEFI applies only to the Principal Investigators of the qualifying grants. If the grant application includes more than one PI (e.g., (multi) MPI), then the MPIs split the RETEFI equally. The RETEFI will reward funded applications (awards) with a lump sum payment, made at the same time payment is made for the Extramural Support Incentive Award, above. The lump sum payment will be made upon the initiation and completion of proper documentation by the PI providing evidence and receipt of the award for the grant application.
  - 3. Types of Grants that Qualify for the RETEFI<sup>16</sup>
    - a. Multi-project research grants such as NIH U and P mechanisms (NIH RO1 grants do not qualify), but may include other federal and nonfederal grants that have 2 years or more of annual directs and one-time associated lump sums listed below:
      - i. \$10,000 one-time lump sum payment upon funding of grants with annual directs of \$500,000 up to \$750,000

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<sup>16</sup> The RBHS Senior Vice Chancellor for Academic Affairs and Research, or designee, shall be the sole authority for determining whether a particular grant qualifies for a RETEF Incentive.


- ii. \$12,000 one-time lump sum payment upon funding of grants with annual directs of greater than \$750,000 up to \$1 million
  - iii. \$15,000 one-time lump sum payment upon funding of grants with annual directs of greater than \$1 million up to \$2 million
  - iv. \$25,000 one-time lump sum payment upon funding of grants with annual directs of greater than \$2 million up to \$4 million
  - v. \$35,000 one-time lump sum payment upon funding of grants with annual directs of greater than \$4 million up to \$8 million
  - vi. \$50,000 one-time lump sum payment upon funding of grants with annual directs of greater than \$8 million
- b. Institutional training and educational grants that are 2 years or more in the annual costs listed below (one-time payments):
- i. \$5,000 one-time lump sum payment upon funding of NIH R25 grant
  - ii. \$10,000 one-time lump sum payment upon funding of NIH T32 or K12 grants
  - iii. \$10,000 one-time lump sum payment upon funding of educational/training grants (federal or nonfederal), other than T32 or K12, that provide \$250,000 or more in annual direct revenue
  - iv. \$10,000 one-time lump sum payment in addition to one of the above two scenarios (for these training and educational grants) if the funded educational/training (federal or nonfederal) grant is \$500,000 or more in annual direct revenue
- c. Equipment grants, including but not restricted to NIH S10 grants (one-time payments; equipment needs to be available to at least 5 additional faculty, other than the PI):
- i. \$10,000 lump sum payment if the funded grant is \$250,000 to less than \$600,000 in direct revenue
  - ii. \$15,000 lump sum payment if the funded grant is \$600,000 to less than \$1 million in direct revenue
  - iii. \$20,000 lump sum payment if the funded grant is \$1 million or more in direct revenue
- d. Facilities grants, including but not restricted to NIH G grants
- i. \$10,000 lump sum payment if the funded grant is \$1,000,000 or more in direct revenue

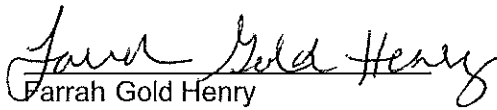
- ii. \$25,000 lump sum payment if the funded grant is more than \$2 million in direct revenue
  - e. RETEFI payments will not be counted as earnings for the purposes of calculating retirement plan benefit contributions.
- N. Fully Variable Research Payment (“FVRS”) – Immediately following the calculation of the Extramural Support Incentive Award for the prior Fiscal Year, a PI or MPI (“PI”) on a RO1 or equivalent grant may be eligible for a lump sum FVRS.
  1. If the PI’s ABS plus Supplement (if any) falls below the corresponding median of compensation, adjusted for rFTE (see subsections b., c., and d. below) as measured by the AAMC Summary Statistics on Medical School Faculty Compensation for Public Schools PhD or Other Doctoral Degree, Basic Science Departments/Specialties or Summary Statistics on Medical School Faculty Compensation for Public Schools PhD or Other Doctoral Degree, Clinical Science Departments/Specialties), the PI will be paid a one-time lump sum payment equal to the difference between their ABS plus FVS and the median of compensation, adjusted for rFTE, as measured by the appropriate benchmark. The determination of the appropriate benchmark shall be consistent with the process set forth in Article XII, Section \_\_, entitled “Review of Effort and Benchmark Standard.”
  2. If an individual’s FTE and/or rFTE is less than 1.0, the benchmark compensation and the negotiations unit member’s compensation must be adjusted for FTE and/or rFTE.
  3. First, adjust the negotiations unit member’s current total compensation for rFTE. Example, a 1.0 FTE, has a 0.8 rFTE and ABS, Supplement total \$180,000.  $0.8 * \$180,000 = \$144,000$ .
  4. Second, the benchmark compensation, adjusted for rank and specialty, for that negotiations unit member at the 40<sup>th</sup> percentile is \$200,000. Adjusting that figure for a 1.0 FTE with a 0.8 rFTE would equal \$160,000. Note: Similar calculations would be performed if the employee is less than 1.0 FTE. For example, if the employee is 0.8 FTE with a 0.6 rFTE, total compensation calculated above and the appropriate benchmark compensation would be adjusted by multiplying the FTE times the rFTE times each compensation figure. In this example:  $(0.8 * 0.6 * \$200,000) - (0.8 * 0.6 * \$180,000)$ .
  5. The difference between the adjusted benchmark compensation and the adjusted total compensation is the FVRS ( $\$160,000 - \$144,000 = \$16,000$ ). The PI will be eligible for this one-time, lump sum FVRS payment for each year of the RO1 (subject to the re-calculation of the actual FVRS each year to account for other changes to the negotiations unit member’s rFTE, total compensation, and/or benchmark compensation). The PI will first be eligible for a FVRS in the Fiscal Year in which the Notice of Award is received, and eligibility disappears once the R01 goes into a No Cost Extension.

6. The FVRS will not be counted as earnings for the purposes of calculating retirement plan benefit contributions.


For Rutgers, The State University


  
\_\_\_\_\_  
David A. Cohen

  
\_\_\_\_\_  
Paula Mercado Hak


  
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Farrah Gold Henry


  
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Quionne Matchett

  
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Meredith Mullane

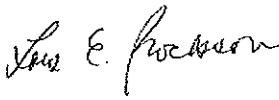
  
\_\_\_\_\_  
Jeffrey Digiovanni

For the School of Health Professions Academic Supervisors Association/NJEA

  
\_\_\_\_\_  
Deborah Josko, President

  
\_\_\_\_\_  
Lori Palfreyman, Treasurer

  
\_\_\_\_\_  
Ruth Perez, Membership Chair

  
\_\_\_\_\_  
Lois Rockson, Member at Large

  
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Edward Carmien, Uniserv Consultant

**APPENDIX A**  
**SALARY SCHEDULES**

<u>TITLE/SALARY TABLE &amp; GRADE</u>		<u>7/1/2022</u>	<u>7/1/2023</u>	<u>7/1/2024</u>	<u>7/31/2025</u>
<b>Lecturer</b>					
FJ/F81	10 Month	52,169	53,995	55,750	57,701
FJ/F82	12 Month	61,589	63,745	65,817	68,121
<b>Instructor</b>					
FJ/F84	10 Month	52,169	53,995	55,750	57,701
FJ/F85	12 Month	61,589	63,745	65,817	68,121
<b>Assistant Professor</b>					
FJ/F86	10 Month	62,589	64,780	66,885	69,226
FJ/F87	12 Month	74,092	76,685	79,177	81,948
<b>Associate Professor</b>					
FJ/F88	10 Month	73,291	75,856	78,321	81,062
FJ/F89	12 Month	86,926	89,968	92,892	96,143
<b>Professor</b>					
FJ/F90	10 Month	84,553	87,512	90,356	93,518
FJ/F91	12 Month	100,447	103,963	107,342	111,099
<b>Distinguished Professor</b>					
FJ/F92	10 Month	92,505	95,743	98,855	102,315
FJ/F93	12 Month	109,988	113,838	117,538	121,652



## APPENDIX B

### PROGRAM DIRECTOR PERSONNEL GRIEVANCE PROCEDURE

The purpose of this Appendix, which applies only to faculty in the tenured ranks, 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 Appendix B grievance procedure, writers of external confidential letters are not “evaluators.”

#### A. Definitions of a Grievance and Grievant

A. 1. A grievance under Appendix B 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) the RBHS Policies and Guidelines Governing Appointments, Promotions, and Professional Activities of the Faculty, and/or (iii) a University policy or an established practice of the University related to reappointment or promotion. An established practice within the meaning of this Appendix is one which is not inconsistent with either a University Policy or a provision of this Agreement. A violation is material if it has an important influence or effect upon the evaluation.

or

A.1.b. the evaluation was based on (1) discrimination [see Article II - Prohibited Discrimination and Prohibited Harassment;]<sup>17</sup> by an evaluator or evaluative body against the grievant or, (ii) enmity by an evaluator or evaluative body against the grievant.

or

A.1.c. the narrative of an evaluator or evaluative body contains a material factual inconsistency<sup>18</sup> with the record as presented in the candidate's reappointment/promotion packet.

or

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

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<sup>17</sup> Grievances alleging discrimination on the basis of any protected classification identified in Article II (Prohibited Discrimination and Prohibited Harassment) shall follow the process outlined in Appendix C.

<sup>18</sup> For purposes of this grievance procedure, “factual inconsistency” does not mean disagreements with or between the academic judgement of any evaluator or evaluative body.

A.2. A grievant within the meaning of this Appendix is a Program Director in the negotiations unit who files a grievance under this Appendix. A grievant shall retain the right to process a grievance to completion regardless of their employment status.

A.3. The statement of grievance shall be presented on a form mutually acceptable to the Association 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; and

A.3.f. identify, to the extent possible at the time of filing, potential witnesses and explain the nature and the relevance of their testimony to the allegations;

A.4. A grievance may be resolved informally by the grievant and the University at any time. The parties recognize the value of exploring an informal resolution prior to the filing of the grievance statement. Such informal resolution shall be pursued through the Office of University 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 University Labor Relations in writing within 30 working days of the date on which the Program Director receives from the University written notice of the negative personnel action. A notice of intent to file a grievance is not considered a grievance.

B.1.b. Within 60 working days, for candidates for reappointment or tenure, and 90 working days for candidates for promotion to Professor or Distinguished Professor, of the date of receipt of the letter of intent to file as specified in (a.) above, the grievance statement, as specified in A.3 above, shall be filed with the Office of University 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 Association and to the Reviewing Officer.

B.1.c. Such grievances shall be reviewed by the Reviewing Officer who shall determine if the grievance filing complies with Section A.1. above and Section H. below. The

Reviewing Officer shall not address the substance of the grievance. He/she shall confine their review to two questions:

- B.1.c.[1] Do the allegations contained in the grievance statement conform to the definitions of an Appendix B 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 Association.
- B.1.e. If the Reviewing Officer finds that a grievance statement does not meet the filing requirements, he/she shall return it to the grievant within 15 working days with a written statement specifying the defects leading to its rejection. A copy of such statement shall at the same time be sent to the Association. If the Reviewing Officer is unable to meet the deadlines specified herein, he/she shall so notify the Association in writing.
- B.1.f. Unless the Reviewing Officer has held the grievance to be untimely, the grievant may resubmit revised allegations with a signature page signed by the grievant within 15 working days of receipt of the letter rejecting the allegations. Such resubmission to the Reviewing Officer shall be handled according to the above procedure. Allegation(s) not revised and resubmitted by the grievant or appealed in accordance with B.1.h. below shall constitute withdrawal of the allegation(s).
- B.1.g. Within 15 working days of the conclusion of the Reviewing Officer and/or Permanent Referee Procedures, the grievant shall file a final signed grievance statement with the Office of University Labor Relations. The final grievance statement may include a request for any documents and/or other information needed to complete the presentation of the grievance and should explain the relevance of the requested material to the alleged violations. Reasonable requests for information may be made prior to and/or after the grievance statement has been filed.
- B.1.h. If the Reviewing Officer finds the grievance to be untimely, the Association 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 Association pursue an appeal on their behalf. Such request must be made in writing and received by the Association within 5 working days of the grievant's receipt of the Reviewing Officer's letter of rejection. The Association 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 Association determines that it needs more time to arrive at a decision on whether to file an appeal as requested by a grievant, it will notify the Reviewing Officer prior to the expiration of the period for filing an appeal to the Permanent Referee and such notice will automatically extend the deadline for submitting an appeal to the Permanent Referee by an additional 20 working days.

Within 15 working days of the University's receipt of the submission to the Permanent Referee, the University may submit a response to the Permanent Referee. If the Association 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 Association.

- B.1.i.[2] The Permanent Referee shall not address the substance of the grievance or base their decision on the substance of the grievance. He/she shall confine their review to two questions:
  - B.1.i.[2][a] Do the allegations contained in the grievance statement conform to the definitions of an Appendix B 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 10 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 Association 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/she shall forward notice of acceptance to the grievant, the Association, and the Reviewing Officer.
- B.1.i.[5] If the Permanent Referee rejects the claim that the grievance statement meets the filing requirements, he/she shall notify the grievant, the Association and the Reviewing Officer of their 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 Association and the Reviewing Officer.
- B.1.i.[6] The decision of the Permanent Referee shall be binding on the grievant, the University, and the Association.

- 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 Association. The University's response shall address each allegation, identify and attach, if possible, any documents pertinent to the grievance, and identify, to the extent possible, potential witnesses and explain the nature and the relevance of their testimony to the allegations. At the same time, the University shall forward the grievance statement, the University's response to the grievance, the neutral reader's report, if available, and the grievant's reappointment/promotion packet, excluding the supplementary materials and the external confidential letters of evaluation to the Grievance Committee, if a full grievance committee has been constituted (named and briefed).
- B.1.k. Within 20 working days of a request for documents and/or information (See B.1.g. above), the University shall, insofar as it is possible for it to do so, make available to the grievant all relevant requested documents and information, other than outside confidential letters and the promotion packets of other faculty.
- B.1.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 their 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, the grievant shall identify the neutral reader selected by the grievant on the appropriate form when the grievance statement is filed and shall identify which questions the grievant wishes the neutral readers to answer in regard to the outside confidential letters.
- B.1.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 AAUP-BHSNJ or Association member at the rank of professor or above who has served within the past 7 years as a member of the Promotion Review Committee, an Advisory Committee on Appointments and Promotion or as a dean, and who has not participated in the evaluation.
- B.1.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 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 Association, 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 Association by the University within 2 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, their advisors, or to the Association 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 2 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 Association. 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 Association. 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 Association. If the grievant changes their 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 Association, 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, he/she may be questioned by the other party or by the Grievance Committee.
- B.2.g. All of the grievant's allegations shall have been specified in the grievance statement. However, where information relevant to an alleged violation becomes known subsequent to the filing of the Grievance Statement, the grievant may file an amendment to the Grievance Statement. In such instance, the proposed amendment should be in writing in the form of a memorandum addressed to the grievance committee, with a copy to the University Representative, which provides full information about the new allegation in accordance with Section A.3 of this procedure, and which explains the reasons why the grievance statement is being amended at that time. The University shall have 5 working days within which to review the amendment pursuant to the Reviewing Officer procedure set forth above. If as a result of such Reviewing Officer procedure the University accepts the new allegation the University shall have ten (10) working days to provide a written response to the allegation.

If the University Representative does not accept the new allegation as appropriate to this procedure, the grievant may forward their 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 Association and the Executive Vice President for Academic Affairs or their designee, shall be binding on the University, the grievant, and the Association. The Grievance Committee shall send its decision to the grievant, the

Association, the University Representative, the appropriate chancellor, the Executive Vice President for Academic Affairs, the Office of University 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 Association 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 Association 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 Association. Such remand shall be implemented promptly and shall be fashioned to remedy identified defects. The instructions shall constitute the 30-day notice, pursuant to applicable University policy.
- 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 5 working days of receipt of the instructions, that the Executive Vice President for Academic Affairs or their designee meet with the grievant and their grievance advisors, the University Representative and their 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 their own department, he/she may not object to the presence of a department member or any other member of the negotiations unit against whom an allegation has been made. In addition, other observers of the hearing are permitted with the consent of the grievant and the University representative.



B.2.q. Either party may tape record the proceedings of the hearings, but the tape shall not constitute an official record. The tape may be used only in the grievance hearing or for the purpose of preparing the case and may not be used for any other purpose or in any other forum.

B.2.r. Each grievance shall be considered de novo, and no decision or finding from one grievance may be introduced or referred to as precedent in any other grievance. However, a grievant shall be permitted to introduce as evidence in a grievance proceeding the decision in a prior grievance filed by him/herself.

### C. Confidentiality

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

The form and content of such disclosure shall be sensitive to the concerns outlined above, and shall in no case include providing tape recordings or transcripts of the proceedings to persons other than the Grievance Committee members, grievant, counselor, co-counselor, university representative, and their 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 Appendix 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 their 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 5 working days of the date the issue arose to the parties to this Agreement (Association and the University) for a joint determination that shall amend the procedure on this question. Should the Association 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 (Association 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 Association 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 their decision on the matter within 7 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 Association.
- D.3.e. The decision of the Permanent Referee shall be rendered in accordance with law and shall be within the scope of their 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 University 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 University Labor Relations shall forward a written response to the particulars of the grievance to the grievant and to the Association. At the same time, the University shall forward the grievance statement and the University's response to the grievance to the Faculty Appeals Board, if constituted. The University's response shall address each allegation and shall identify and attach, if possible, any documents pertinent to the grievance. The University shall also forward, at the same time, the grievant's reappointment/promotion packet, and make available to the Appeals Board, the external confidential letters of evaluation, and, if the Faculty Appeals Board so requests, shall also make available the supplementary materials to the reappointment/promotion packet.

E.3. If the grievant intends to request documents and/or other information from the University, he/she shall do so in writing, on the appropriate form with the grievance filing. Reasonable requests for information may also be made in writing, prior to and/or after 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 their 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 their request, shall have the right to appear before the Board for up to one hour for the purpose of presenting their case and answering any questions the Board might have. The grievant may be accompanied by their Association 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 Association 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 Association, and the University, and no further grievance or appeal may be made by the Program Director. This finding shall be forwarded immediately to the Association 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 Association, 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 Association by the University.

E.6.c. The Board may recommend to the Promotion Review Committee that the Program Director 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 Association by the University.

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

The President shall consider the Faculty Appeals Board and Promotion Review Committee's recommendations along with all other recommendations of the Promotion Review Committee.

The recommendation of the PRC, subject only to recommendation by the President and action by the Board of Governors, shall be final and binding on the grievant and the Association, and no further grievance or appeal may be made by the Program Director.

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

### F.1. Permanent Referee

The University and the Association 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 Association at the beginning of their appointment. The fees of the Permanent Referee shall be borne equally by the University and the Association.

## F.2. Grievance Committees

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

The University and the Association shall jointly agree to the units comprising each of the grievance pools.

F.2.b. Each Grievance Committee shall be constituted as soon as reasonably practicable following the filing of the final grievance state. Within 10 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 Association. If the University and the Association cannot resolve the matter, it shall be referred to a faculty member selected jointly each year by the Association 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 Association. The grievant may, within 10 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 8 working days and shall notify the Program Director 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-Association briefing before being empaneled. The purpose of the briefing is to ensure that the Committee members understand the procedure and their role in the grievance process. Only persons who have participated in a briefing may serve on a Grievance Committee.

## F.3. Faculty Appeals Board

The Faculty Appeals Board shall consist of five members from among the tenured faculty of the AAUP-BHSNJ unit or Association, appointed by the President in the spring of each year for the following academic year. The Association may provide advice to the President on membership of the Faculty Appeals Board prior to July 1. The members of the Faculty Appeals

Board shall select their own chair and a vice-chair. Decisions of the Faculty Appeals Board shall be by majority vote of the members participating in the particular proceeding. At least 3 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 Association 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 10 working days of the constitution of their 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 University Labor Relations. The Office of University Labor Relations shall assist the Faculty Appeals Board with respect to the production and distribution of their written decision. If any panel of the Faculty Appeals Board needs support services beyond those specified above, the request shall be presented at the same time to the Office of University Labor Relations and the Association's Grievance Administrator, and the parties shall forthwith jointly address the request.

#### G. Miscellaneous

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

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

G.3. If a Grievance Committee finds for the grievant, the grievant shall receive a 12 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 Program Director receive reappointment, promotion and/or tenure, the grievant shall receive a 12-month extension of employment beginning July 1 following the decision.

G.4. A grievant shall not be evaluated while an Appendix B grievance is pending.

G.5. It is the understanding of the Association 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 Association, or the University administration.

G.7. This Appendix B grievance procedure, whether or not pursued, shall constitute the sole and exclusive right and remedy of negotiations unit members for all claims cognizable under this procedure. Decisions by a Grievance Committee or the Faculty Appeals Board as provided for in this Appendix B 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 negotiations 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 University Labor Relations, in which case the delivery date will establish the timeliness of the filing. Grievances submitted from locations outside of New Brunswick shall be sent by United States mail to the Office of University 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 University 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 Association.

H.4. If a member of the negotiations unit intends to file an appeal to the Faculty Appeals Board and it is likely that their 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 University Labor Relations in writing of their intent to file a grievance within 10 working days of the date on which the Association 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 10 working days prior to June 21, the grievance statement, as defined in A. 3. above, shall be filed with the Office of University Labor Relations.

H.4.c. Within 10 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 5 working days of receipt of the material specified in E.2. above. If possible, the Faculty Appeals Board will render its written decision within 5 working days of its meeting. If that is not possible, the Faculty Appeals Board will render an oral decision within 5 working days and will render its written decision within 10 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 Appendix B grievance procedure.



## APPENDIX C

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

7. The procedures set forth in Appendix B shall apply to the consolidated remand on all remanded allegations.

## **SIDE LETTER OF AGREEMENT**

### **RBHS POLICIES AND GUIDELINES GOVERNING APPOINTMENTS, PROMOTIONS, AND PROFESSIONAL ACTIVITIES OF THE FACULTY**

The RBHS Policies and Guidelines Governing Appointments, Promotions, and Professional Activities of the Faculty (“Guidelines”) apply to the SHP Program Directors in the Association.