

**Agreement between
Rutgers, The State University of New Jersey
and Council of Chapters of the
American Association of University Professors Biomedical
and Health Sciences of New Jersey
July 1, 2018 to July 31, 2022**

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Article I

PURPOSE & DEFINITIONS

The New Jersey Medical and Health Sciences Education Restructuring Act incorporated certain schools, centers and institutes of the former University of Medicine and Dentistry of New Jersey (UMDNJ) into Rutgers, the State University of New Jersey (hereinafter called the "University"). This Agreement is effective July 1, 2018, by and between the University and the Council of Chapters of the American Association of University Professors Biomedical and Health Sciences of New Jersey (hereinafter called the "Association" or "AAUP-BHSNJ"). 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 AAUP-BHSNJ under applicable State and Federal law.

1. A "Legacy UMDNJ" position is a position, which historically was associated with the University of Medicine and Dentistry of New Jersey before July 1, 2013.
2. For purposes of this Agreement, the legacy UMDNJ positions are found in the following entities:
 - a. New Jersey Medical School
 - b. Robert Wood Johnson Medical School
 - c. Rutgers School of Dental Medicine
 - d. School of Health Professions (excluding Program Directors represented by NJEA)
 - e. School of Nursing (Newark)
 - f. School of Public Health
 - g. University Libraries
3. Faculty unit members refers to all faculty members represented by the AAUP-BHSNJ as described in Article II, Recognition.
4. Librarian unit members refers to all librarian members represented by the Association as described in Article II, Recognition.
5. Grievant is a member of the AAUP-BHSNJ who has filed a grievance under Article V and/or Article XXX.
6. Bargaining unit members, unit members or employees refers to all members of the bargaining unit as described in Article II.

ARTICLE II

RECOGNITION

The University recognizes the Association as the exclusive negotiating agent for all teaching and/or research faculty and staff librarians by the University in legacy UMDNJ positions, but specifically excluding all faculty members and staff librarians who, in addition to their professorial or librarian titles, hold any title which carries managerial, administrative, or supervisory responsibility (among titles so excluded are President, Vice President, Chancellor, Senior Vice Chancellor, Vice Chancellor, Provost, Dean, Vice Dean, Associate Dean, Associate Vice President, Assistant Dean, Assistant to the Dean, Director, Department Chairperson, Section Chief, Division Chief, Division Director, University Librarian, Assistant University Librarian, Campus Library Director, Personnel Administration Librarian, Supervising Librarian), all faculty members or staff librarians who work on average of fewer than four hours per week over a period of 90 days, persons otherwise employed by the University who are presently represented for purposes of collective negotiations by another employee organization and all other employees not employed as faculty or staff librarians, for the purpose of negotiations regarding the terms and conditions of employment and in the settlement of grievances.

ARTICLE III

DESIGNATION OF AAUP-BHSJ REPRESENTATIVES AND THEIR PRIVILEGES

A. Designation of AAUP-BHSNJ Representatives

1. The University and the AAUP-BHSNJ agree to recognize the designated representatives of each for the purposes of collective negotiations, such designation to be made in writing by each party to the other. This designation shall not preclude others, in reasonable numbers, from attending collective negotiations at the invitation of either party for the purpose of providing factual knowledge or expertise with respect to a particular subject for collective negotiations.
2. The AAUP-BHSNJ shall each year in writing inform the Office of Academic Labor Relations of the identity and terms of office of the AAUP-BHSNJ officers and the nature of their responsibilities. In addition, the designated University office shall in writing inform appropriate deans and other academic officers serving as superiors to the duly elected officers of the AAUP-BHSNJ of the identity of these officers and the nature of their responsibilities.

B. Union Release Time

1. Consistent with paragraphs 2 through 5 below, the University agrees that faculty members designated by the AAUP-BHSNJ may be released from a portion of their responsibilities to attend to official AAUP-BHSNJ business.
2. The AAUP-BHSNJ shall in writing notify Office of Academic Labor Relations of those individuals whom the AAUP-BHSNJ wishes to designate for such release time as provided below. Such notice shall indicate the specific duties from which the faculty member requests release. Notice shall be provided no later than February 1st for the next fiscal year in order to permit the University to determine whether the release is consonant with the needs of the program.
3.
 - a. Effective July 1, 2020, the President, Vice-President, and other union representatives designated by the AAUP-BHSNJ, collectively shall be granted a total of 0.8 FTE annually for the performance of official union representational duties, including but not limited to collective negotiations for the AAUP-BHSNJ.
 - b. Quarterly, the AAUP-BHSNJ shall reimburse the University for the use of such release time at the rate of \$10,000 per .1 FTE.
 - c. The payment requirements set forth in paragraph 3(b) shall be waived by the University during the term of this Agreement, except as provided in paragraph 3(d) below.
 - d. The waiver (set forth above in paragraph 3(c)) of the payment requirement set forth in paragraph 3(b) above shall sunset effective June 30, 2022.
4. In addition, in FY2022 only, the AAUP-BHSNJ shall be granted 0.1 paid FTE annually to be used for collective negotiations, including but not limited to preparing negotiations proposals and attending negotiations sessions. This 0.1 FTE paid release time is not subject to

reimbursement by the AAUP-BHSNJ.

5. The FTE amounts specified in paragraph 3 and 4 above, shall be designated as administrative time with resulting changes in each faculty member's effort allocation being determined by his/her Chair in consultation with the faculty member. The Chair will exercise his/her discretion in a reasonable manner and shall be subject to the review of effort procedures set forth in Article VIII, II.B.4. The faculty member's overall FTE shall be proportionately adjusted.
6. Requests for release time shall be made at least five (5) working days prior to the date on which the release is needed. Such requests may not be unreasonably denied, and a written statement of the reasons for denial shall be given to the AAUP-BHSNJ upon request within ten (10) working days of that request.

C. Access to University Facilities.

1. Representatives of the AAUP-BHSNJ 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 or Human Resources-Newark 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 any RBHS school or unit where negotiations unit employees are employed provided the Dean of the school (in his/her 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 AAUP-BHSNJ shall be permitted staff tables with literature and information about the AAUP-BHSNJ at orientations during which the AAUP-BHSNJ is meeting with negotiations unit members pursuant to section C.2.2. of this Article.
3. The AAUP-BHSNJ 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 AAUP-BHSNJ 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 AAUP-BHSNJ shall have the right to make reasonable use of the University facilities and equipment, including duplicating, computing and office equipment, and available audiovisual equipment, all in accordance with University procedures. The AAUP-BHSNJ shall pay reasonable costs for the use of facilities and equipment.
5. The AAUP-BHSNJ shall have the right to post bulletins and notices to the employees it represents, relevant to official AAUP-BHSNJ business, without seeking permission or approval, on bulletin boards in the locations as set forth below. The University will provide

space on centrally located bulletin boards at the GA level in the Bergen Building and the New Jersey Medical School in Newark; outside the Cafeterias at the UBHC and Robert Wood Johnson Medical School in Piscataway; at the Clinical Academic Building in New Brunswick, for the exclusive use of the Union; and at other RBHS locations, where AAUP-BHSNJ represents fifty or more unit members at that location, if there is a bulletin board that is used by another union representing University employees, the AAUP-BHSNJ shall be provided with space on the board for the posting of notices. The Union may post notices on bulletin boards in employee lounges, wherever they exist. The Union agrees to share the use of the bulletin board at Robert Wood Johnson Medical School with another union representing University staff members, provided that at least one panel of the bulletin board is available for use by AAUP-BHSNJ. As a matter of courtesy, the Union shall provide the University's Office of Academic Labor Relations with a copy of all postings. The University shall have the right to remove material from the bulletin boards which is profane, obscene, and/or defamatory of the State or the University and its representatives or which constitutes election campaign material.

6. Upon request, the University shall provide designated staff representatives of the AAUP-BHSNJ Rutgers guest Net IDs to conduct union business.
7. Consistent with current practice, the AAUP-BHSNJ 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 AAUP-BHSNJ will comply with all University policies and guidelines when using the University's email system.

D. Information on New Negotiations Unit Members

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

E. University Website and Distribution of Agreement

As soon as practical after the effective date of this Agreement, the University shall prominently feature this Agreement on the University's website and shall list on the website the name, address, and telephone number and website of the Rutgers Council of AAUP Chapters, AAUP-BHSNJ.

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

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

F. Campus Mail

1. To the extent permitted by law, upon the effective date of this Agreement, the University will carry without charge by University campus mail up to three times per semester the AAUP-

BHSNJ newsletter to its bargaining unit members. The AAUP-BHSNJ will not send, and the University will not carry, by campus mail any other matter except upon payment of appropriate United States Postal charges.

2. a. The AAUP-BHSNJ shall indemnify and save harmless the University against any and all claims, demands, suits, judgements, settlements, or any other forms of liability, including reasonable counsel fees and other costs of defense, that shall arise out of or by reason of any action taken by the University to comply with Section F.1. above, including liability for United States Postal charges for carriage of AAUP-BHSNJ mail at any time and also including but not limited to, any actions in connection with defending the legality of this indemnification provision. The AAUP-BHSNJ 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 of which the AAUP-BHSNJ no longer remits payments to the University as provided in Section F.2.a. above, the University's obligation under Section F.1. above shall terminate.
- c. The University shall retain its right to determine the course of conduct, including but not limited to, the right to select counsel and determine strategy, in any action arising out of or by reason of the provisions of Section F.

ARTICLE IV

PERSONNEL FILES

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

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

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

C. The official personnel file shall be available for examination by the bargaining unit member who shall be entitled to review it at reasonable hours upon written request and to purchase copies of any or all materials contained therein. A unit member may have his/her union representative present during such review/examination.

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

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

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

F. If a bargaining unit member believes that material necessary to give a reasonable representation of his/her record exists elsewhere, the bargaining unit member may apply in writing

to his/her Chancellor, requesting access to the material. This request must specify, to the best of the faculty member's knowledge, the nature of the material and its location within the University.

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

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

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

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.¹

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.² Excluded from Category One are all allegations concerning provisions of this Agreement when those provisions specify that grievances concerning them shall be considered as a Category Two grievance.

or

Category Two: A Category Two grievance is a grievance alleging: a.) a violation, misinterpretation or improper application of the terms of this Agreement involving a non-mandatory subject of negotiations; or b.) there has been a misrepresentation, misapplication or violation of University policies, 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 bargaining unit that are not covered under Article XIV 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 bargaining unit.

A. 2. Excluded from this grievance procedure are:

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

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

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

¹ Grievances that allege violations of Article XIV 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 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 bargaining unit (proceedings under Appendix H will be handled as Category One grievances).

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

B. Requirements for Filing

B. 1. A grievance must be filed in writing with the Office of Academic Labor Relations within four (4) months of the date on which the grievant should reasonably have known of the occurrence of the alleged violation, or within 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 submitted from the New Brunswick campuses shall be determined by the date on which the AAUP-BHSNJ delivers it to the Office of Academic Labor Relations. The timeliness of a grievance submitted via e-mail to the Office of Academic Labor Relations shall be determined by the date of the email to the Office of Academic Labor Relations. Grievances submitted from the Newark campus, or other program locations beyond the New Brunswick campuses, may also be mailed to the AAUP-BHSNJ by United States Postal Service, in which case the timeliness of such a grievance shall be determined by the postmark. The AAUP-BHSNJ shall deliver such grievances to the Office of Academic Labor Relations within one day of receipt.

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

C. Mediation

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

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

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

C. 4. A pool of six professional arbitrator/mediators, jointly agreed to by the University and the AAUP-BHSNJ, shall be established for the duration of this Agreement except that twelve months after the establishment of the pool either of the parties may reopen negotiations about the membership of the pool. If any grievances are pending mediation at the time of a request to reopen negotiations, they shall be scheduled utilizing rotation of the pool as it exists at the time of the request. The AAUP-BHSNJ and the University shall utilize a selection procedure that ensures both rotation in the use of the mediators and random assignment of grievances to mediators.

C. 5. No more than a total of six hours' service by the mediator shall be permitted for each grievance unless additional time is agreed to by the University and the AAUP-BHSNJ.

C. 6. Unless the parties agree otherwise, participants in mediation shall be limited to the mediator, the grievant, no more than two AAUP-BHSNJ representatives, no more than two University representatives, and an individual, designated by the University, who is closely concerned in the grievance. The University representative may be the appropriate dean/director or the chancellor unless (a) he/she is alleged to have committed one or more of the violations that form the subject matter of the grievance or (b) the grievant, through the AAUP-BHSNJ, notifies the University that he/she believes mediation with that individual as University representative would be pointless. In such cases, the Senior Vice President for Academic Affairs or his/her designee shall be the University representative. With the sole exception of the mediator, all participants in the mediation must be employees of the University or of the AAUP-BHSNJ but shall not be individuals who bear the title of Counsel, Associate Counsel, or Assistant Counsel. Unless the mediator objects, the AAUP-BHSNJ and the University may jointly agree that each may have one nonparticipant observer present at a mediation session. Such observers shall not participate in the mediation meeting in any manner.

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

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

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

C. 10. The costs of the mediator shall be borne equally by the University and the AAUP- BHSNJ.

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

D. STEP ONE

D. 1. The Senior Vice President for Academic Affairs or his/her designee(s) may conduct such investigation as he/she may require in order to render a written response, including meeting(s) with the grievant and other individuals who are determined by the Senior Vice President for Academic Affairs or his/her designee or the AAUP-BHSNJ to be concerned in or to have knowledge of the matter. If the grievant believes it necessary to meet with the Senior Vice President for Academic Affairs or his/her designee without other individuals concerned in the matter being present, the grievant shall be afforded the opportunity to do so.

D. 2. The grievant will have the opportunity to meet with the Senior Vice President for Academic Affairs or his/her designee if the grievant requests such a meeting within 10 working days of the filing of the grievance. The meeting, whether requested by the grievant or by the Senior Vice President for Academic Affairs or his/her designee, shall be scheduled within 10 working days of the request or within 10 working days of the conclusion of mediation.

D. 3. In instances where the parties agree that the problem requires an accelerated schedule, if a meeting is requested at the time the grievance is filed, it shall be scheduled within 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 AAUP-BHSNJ and the grievant simultaneously.

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

D. 5. Where the grievant alleges that the grievance concerns an immediate health or safety problem, the grievance shall be heard on an accelerated schedule.

D. 6. The grievant may be assisted by up to two representatives approved by the AAUP-BHSNJ. The University shall have the right to assume that any representative who appears with the grievant is approved by the AAUP-BHSNJ. The grievant's representatives shall be members of the bargaining unit and/or AAUP-BHSNJ staff. Although the University may request members of the bargaining unit to participate in the investigation of, and meetings about, a grievance, a member of the bargaining unit may not be a designee of the Senior Vice President for Academic Affairs or a formally designated representative of the University.

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

D. 8. The Senior Vice President for Academic Affairs or his/her designee shall simultaneously submit his/her written decision to the grievant and to the AAUP-BHSNJ. The Step One decision shall be sent via email to the AAUP-BHSNJ and the grievant simultaneously.

E. STEP TWO – ARBITRATION

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

E. 2. The written notice shall set forth the issue or issues to be arbitrated and shall specify, as to each issue, whether the AAUP-BHSNJ presents it as a Category One or a Category Two grievance.

E. 3. For the purpose of arbitration, a pool of six professional arbitrators jointly agreed to by the University and the AAUP-BHSNJ shall be established for the duration of this agreement except that twelve months after the establishment of the pool either of the parties may reopen negotiations about the membership of the pool. The pool as it exists at the time of a request to reopen negotiations shall be utilized for all grievances filed up to the date of the request unless otherwise agreed to by the parties. The list of arbitrators may include individuals identified as mediators in C.4. but an individual used as a mediator in a grievance shall not also be used as the arbitrator in the same grievance.

E. 4. If the AAUP-BHSNJ determines that either it or an individual bargaining unit member(s) cannot arrive at a decision on whether to proceed to arbitration within the 30 working days provided herein, it will so notify the Senior Vice President for Academic Affairs during this period. This notice will extend the period for invoking arbitration for a period of 30 additional working days. Additional extensions may be agreed to by the parties, and if such an agreement is made it shall be set forth in writing. No extensions beyond the original 15 working days provided for filing of an appeal to arbitration shall be available in instances where the grievance has been heard on an accelerated schedule at Step One except by written mutual agreement of the parties.

E. 5. If no Step One decision is rendered, the AAUP-BHSNJ may appeal the grievance to arbitration within five months of the last day on which the Step One decision would have been timely rendered.

E. 6. Where a grievance concerning a health or safety problem has been heard on an accelerated schedule at Step One and has been timely appealed to arbitration, the AAUP-BHSNJ and the University will each make an effort to obtain a prompt hearing of the grievance at arbitration.

E. 7. The arbitrator shall conduct a hearing and:

E. 7. a. Binding Arbitration: In the case of Category One grievances, render a decision which shall be final and binding on the AAUP-BHSNJ, the grievant(s), and the University; or

E. 7. b. Advisory Arbitration: In the case of Category Two grievances, render a recommendation to the Office of the President. The President's decision will be final and binding for all internal University purposes. Such decision will be rendered within 15 working days of receipt of the arbitrator's report. If the President modifies or rejects the recommendations of the arbitrator, he/she will set forth in writing the reasons for such modification or rejection.

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

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

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

F. Miscellaneous

F. 1. No reprisals shall be taken against any grievant, AAUP-BHSNJ representative, witnesses, or other participant, or nonparticipant observer for participation in or observation of this Article V grievance process. Claims of such reprisals shall be grievable under Article V, Category One.

F. 2. "Working Days" are all days on which the administrative offices of the University are open for business as specified in the administrative calendar. "Months" are calendar months, and they are unaffected by any of the University's working calendars.

F. 3. The time limits in this Article may be extended at any time by written agreement of the parties to this Agreement. Upon advance written notice to the AAUP-BHSNJ and the Office of Academic Labor Relations, a grievant who is on an academic year appointment may request that some or all of the period between Commencement and September 1 be excluded from the time limits in this procedure. Such requests shall not be made unreasonably and shall include the reasons for the request. Requests to exclude time between Commencement and September 1 shall not be unreasonably denied.

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

F. 4. In order to assist the AAUP-BHSNJ in its determination as to whether or not the grievance should be pursued beyond Step One, the Senior Vice President for Academic Affairs or his/her designee, upon request of the AAUP-BHSNJ, shall make available to the AAUP-BHSNJ a copy of any written policy, or agreement cited in his/her written response as a basis of the answer to the grievance.

F. 5. Whether or not pursued, this procedure shall constitute the sole and exclusive right and remedy of bargaining-unit members and the AAUP-BHSNJ for any and all claims cognizable under this procedure. A written response at Step One which is not appealed to Step Two by written notification to the Senior Vice President for Academic Affairs in accordance with Section E.1. above shall be considered a binding and final settlement of the grievance. If there is no written response at Step One and the AAUP-BHSNJ does not timely appeal to arbitration, the grievance shall be considered as having been withdrawn.

F. 6. Exception as to Category Two Grievances: If the AAUP-BHSNJ does not timely invoke Step Two in accordance with Section E.1. above, and the AAUP-BHSNJ and/or the grievant(s) commence a court proceeding pertaining to the grievance within 45 working days of the last date upon which the AAUP-BHSNJ could have timely invoked Step Two, the defenses of exhaustion of remedies or exclusivity of the grievance procedure will not be available to the University in such court proceeding. Nothing contained herein shall be construed or implied as a recognition by the University that the AAUP-BHSNJ and/or grievant has any enforceable right against the University

with respect to any misinterpretation, misapplication, or violation of University policy, 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 bargaining-unit members that arise from sources independent of this Agreement, University policies, or agreements.

ARTICLE VI

MANAGEMENT RIGHTS

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

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

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

ARTICLE VII

DEDUCTION OF PROFESSIONAL DUES

A. Dues Deduction

1. The University agrees to deduct on a pro-rata basis from each biweekly paycheck the annual AAUP-BHSNJ professional dues of each member of the negotiations unit as defined herein, for whom the AAUP-BHSNJ furnishes to the University a voluntary written authorization for such deduction, on a form acceptable to the University. Once the AAUP-BHSNJ 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 of the deduction of dues shall be in accordance with applicable statutes, court decisions and the terms of the agreement set forth between the AAUP-BHSNJ and the unit member on the membership/dues authorization card, or equivalent document.

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

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

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

ARTICLE VIII

COMPENSATION

The provisions of this Article. apply only to those negotiations unit members with an FTE of 0.5 or more.

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"), and Supplement and Fully Variable Supplement
 - A. 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 faculty member's ABS shall not be decreased but may be increased in accordance with the provisions of this Article.
 - B. Any negotiations unit member who provides clinical services may be paid a Supplement in addition to ABS (hereinafter referred to as the "Supplement"). The Supplement is set at the time of appointment/reappointment by the Department and will be reflected in the appointment/reappointment letter. If the University decides to decrease a Supplement upon reappointment, the faculty member has the right to have the Union negotiate to impasse on the faculty member's behalf over the proposed reduction to the faculty member's Supplement.
 - C. The ABS and Supplement together will be paid on the University's payroll in bi-weekly installments, which is calculated based on the "daily rate of pay."
 - D. The ABS and Supplement are used to calculate the negotiations unit member's contributions towards the member's applicable retirement program and for purposes of calculating the amount to be contributed towards health/prescription benefits.
 - E. Effective July 1, 2020, a negotiations unit member in NJMS who provides clinical services shall be paid a Fully Variable Supplement (hereafter referred to as "FVS") to replace his/her UPA variable pay in accordance with Section VI of this Article. The FVS will be reflected in the appointment/reappointment letter. Other than those eligible for a FVS under Section VI. of this Article, the FVS may also be available to Clinical faculty as

set forth in Section VIII. The FVS will not be counted as earnings for the purposes of calculating retirement plan benefit contributions.

II. Salary Adjustments

A. Across the Board Increases

1. Fiscal Year 2019 - All persons who were members of the faculty/librarians on June 30, 2018 and who continue to be employed as faculty members/librarians through the date of payment, shall receive a 3.0% across-the-board salary increase to his/her academic base salary retroactive to July 1, 2018. Following ratification of the Agreement, retroactive across-the-board salary increases will be paid as soon as reasonably practicable.

2. Fiscal Year 2020 - All persons who were members of the faculty/librarians on June 30, 2019 and who continue to be employed as faculty members/librarians through the date of payment, shall receive a 3.0% across-the-board salary increase to his/her academic base salary retroactive to July 1, 2019. Following ratification of the Agreement, retroactive across-the-board salary increases will be paid as soon as reasonably practicable.

B. Merit Adjustments

1. Criteria:

Merit salary increases for Fiscal Year 2021 and Fiscal Year 2022¹ will be awarded to eligible faculty/librarians 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, research/scholarship, clinical/patient care, professionalism, and/or service.

The faculty member/librarian must be in a negotiations unit position as of the first full payroll in December 2019 (for a Fiscal Year 2021 merit increase) and December 2020 (for a Fiscal Year 2022 merit increase) and continue to serve in such position through the date of payment.

All unit members hired on or before December 1, 2019 (for a Fiscal Year 2021 merit increase) and December 2020 (for a Fiscal Year 2022 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, unit members shall not be eligible to receive a merit increase in the following instance:

- The 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:

¹ As noted below in paragraph (B)(2), the Fiscal Year 2021 merit increase will be paid on July 31, 2021 and the Fiscal Year 2022 merit increase will be paid on July 31, 2022.

The salary increases will be applied to the ABS from a pool of funds ("salary pool"). The salary pool for Fiscal Years 2021 and 2022 shall be in the amount of 3.0% for Fiscal Year 2021 and 2.5% for Fiscal Year 2022 of the total ABS for all negotiations-unit members eligible for merit increases as of the first full payroll period in December 2019 (for a Fiscal Year 2021 merit increase) and December 2020 (for a Fiscal Year 2022 merit increase). The 3.0% merit increase salary pool proposed by the University for Fiscal Year 2021 shall be deferred and not paid until July 31, 2021. The 2.50% merit increase salary pool proposed by the University for Fiscal Year 2022 shall be deferred and not paid until July 31, 2022.

The salary pool available for merit salary increases within each School/Library 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 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 31, 2021 and July 31, 2022, if any, that may be awarded shall be at least 1.0% of the faculty member's/librarian's ABS.² A faculty member/librarian may receive a merit salary increase of up to 6.0% of the faculty member's/librarian's ABS. If eligible, all salary increases shall be calculated based upon the unit member's ABS as of the date prior to the effective date of the merit increase (e.g., July 30, 2021 for a July 31, 2022 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 faculty 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 his/her duties over the year in question in accordance with the process outlined below.

No later than the first working day in June of each year, the faculty member shall submit evaluation materials to the Chair. Effective May 1, 2021 and each year thereafter, a

² 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.

negotiations unit member who does not submit these evaluation materials to the Chair by the first working day in June of each year shall not be eligible for a merit increase for the following Fiscal Year 2022. Notice of this requirement shall be provided to all negotiations unit members by email both on the first week of May (commencing May 2021) and in the last week of May. This provision shall not apply to faculty on approved leave during the month of May. Extensions until June 15 may also be granted by the Chair in exceptional circumstances. Completed performance evaluations shall be provided to the unit member by the first working day in July of each year. The chair/supervisor and faculty member shall meet to discuss the evaluation by July 15 of each year. Final evaluations shall be provided to unit members at the conclusion of the evaluation process.

Each evaluation shall set forth the faculty member's allocation of effort broken down, where applicable, to reflect effort spent on teaching/education (eFTE), research/scholarship (rFTE), service (sFTE) and clinical (cFTE). Each portion of effort must add up to the faculty 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 clinical faculty member's total cFTE. In addition, for clinical faculty members, the annual performance evaluation also shall set forth, where applicable, the appropriate MGMA Academic Benchmark and AAMC Public Benchmark for that clinical faculty member.

Review of Effort and Benchmark Standard

For Fiscal Years 2019 through 2021 only – "The Review of cFTE and Benchmark Standard" set forth in the April 2017 Memorandum of Agreement Regarding Rutgers Health Group Clinical Incentive Program shall apply (understanding that there is no such Clinical Incentive Program in effect in Fiscal Year 2020). The University agrees that it will not change unilaterally a negotiations unit member's cFTE between the date of this Agreement and June 30, 2021.

The following paragraph shall apply effective July 1, 2021³:

As set forth above, the faculty member and Chair shall discuss the distribution of the faculty member's effort and productivity and compensation benchmark standards (where applicable) for each Fiscal Year commencing July 1. To the extent the faculty member and Chair cannot agree by July 15 of each Fiscal Year on a faculty member's rFTE, sFTE, and/or cFTE (and any apportionment between productivity-based cFTE and contract-based cFTE), where applicable, or the MGMA Academic Benchmark (or alternative where no appropriate MGMA Academic Benchmark exists) or AAMC Public Benchmark to be used for that clinical faculty member (where applicable) or 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 for the "research faculty" member (where applicable), the Senior Associate Dean for Clinical Affairs (SADCA), for each applicable school (where applicable), and the RBHS Senior Vice Chancellor for Academic Affairs and Research (SVCAAR), shall meet together with the Chair and faculty member and issue a determination of the faculty member's effort(s) and/or appropriate productivity and compensation benchmark standards (where applicable) within ten (10) calendar days of submission from the Chair. If the faculty member disagrees with

³ A faculty member's rFTE and cFTE used for purposes of calculating the CIP and/or 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 faculty member and his/her chair/supervisor.

the SADCA's (where applicable) and SVCAAR's decision, he/she may ask the Dean of the School within ten (10) calendar days of the SADCA's/SVCAAR's decision to review the SADCA's/SVCAAR's determination. The Dean shall issue a determination within ten (10) calendar days of submission from the faculty member.

Performance evaluations will evaluate the unit member's performance since the date of his/her last faculty 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 and which would result in a Salary Adjustment Based on Evaluation as set forth in part D below by filing a request for review within thirty (30) calendar days of receipt of the evaluation being appealed, or by September 30 following the Fiscal Year to which the evaluation applies, whichever is later. The request shall be filed with the Office of Academic Labor Relations, who shall provide copies to the Executive Director of the AAUP-BHSNJ and the Appeals Panel established by this subsection.
- c. The review shall be by an Appeals Panel comprised of two persons designated by the Executive Director of the AAUP-BHSNJ, two persons designated by the University, and a person designated jointly by the Executive Director of the AAUP-BHSNJ and the University, who shall be the chair of the Appeals Panel. The Executive Director of the AAUP-BHSNJ and University shall designate substitute person(s) for the Appeals Panel in cases in which the originally designated person(s) cannot hear the matter because of a conflict of interest.
- 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 parties.
- e. The Appeals Panel shall issue its decision to the parties, the Executive Director of the AAUP-BHSNJ and the Executive Director of Academic Labor Relations within thirty (30) calendar days following the date of the review, and the decision shall be final and binding on all parties.
- 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.) and which would result in a Salary Adjustment Based on Evaluation as set forth in part D below, 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. 3. The decision of the Chancellor as to the amount of the merit increase will be final and binding. Moreover, the appellant shall not be subject to a Salary Adjustment Based on Evaluation as set forth in part D below. The recommendation of the Appeals Panel and the decision of the Chancellor regarding the merit increase will be provided to the parties and the Executive Director of the AAUP-BHSNJ. 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 and/or which would have resulted in a Salary Adjustment Based on Evaluation as set forth in Section D below was less than meets expectations/satisfactory, the unit member shall receive no merit adjustment for the year in question and shall be subject to a Salary Adjustment Based on Evaluation as set forth in part D below.

- 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, pCategory 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 AAUP-BHSNJ as to the amount of funds allocated to the merit increases.

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

At the conclusion of the merit increase process for Fiscal Years 2021 and 2022 (paid on July 31, 2021 and July 31, 2022, respectively), the University will inform the AAUP-BHSNJ of the faculty member's school, department, academic rank, overall performance rating and merit salary increase, if any. In those instances where an eligible faculty member received an overall evaluation rating of "meets expectations/satisfactory" or better and also received a merit increase of less than 1.5%, or greater than 5.0%, the University shall provide the Union with a document identifying those faculty members with a general statement by the appropriate Dean and Chancellor that the merit increases for those faculty members "have been reviewed and are approved."

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 3% effective July 1, 2018, 3% effective July 1, 2019, 3%

effective July 31, 2021 and 2.5% effective July 31, 2022.

D. Salary Adjustment Based on Evaluation – (this provision shall become effective July 1, 2021 based on evaluation for the immediately preceding Fiscal Year). This provision shall sunset on June 30, 2022.

1. The employee's ABS will be reduced by one percent (1%) if the employee receives an annual evaluation score of 1 (Unsatisfactory) in the Overall score on the evaluation.
2. The employee's ABS will be reduced by one-half percent (0.5%) if the employee receives an annual evaluation score of 2 (Needs Improvement) in the Overall score on the evaluation.
3. Any downward adjustment to the employee's ABS, as provided for in subparagraphs (1) and (2) above will not reduce the ABS to an amount where the total compensation for that negotiations unit member is below the CABS or below the 25th 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 faculty member's salary determined by the University (e.g., the AAMC Public Benchmark) applicable to that employee whichever is higher.
4. Downward adjustments will be implemented on December 31, 2021 or when the Appeals Panel decides an appeal of an overall unsatisfactory or needs improvement evaluation rating, whichever is later.
5. The aggregate amount of reductions for all negotiations unit members in a particular school or unit pool, pursuant to this section, shall be added to the merit salary pool for that member's school or unit for the next Fiscal Year. (See Section II.B.2 Salary Pool). Upon request, the University shall provide the AAUP-BHSNJ information concerning the reallocation.

E. Salary Placement of Faculty Members

1. For negotiations unit members hired after the effective date of this Agreement, 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 25th 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 faculty 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).⁴

⁴ No Supplement will be provided in this instance if the faculty member's ABS is at or above the 25th percentile of salary for the negotiations unit member's rank and specialty as determined by this section.

- 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.
2. For negotiations unit members employed prior to the effective date of this Agreement, who remain employed as of July 1, 2020, the following will occur:
- a. First, the negotiations unit member will be eligible for the increase provided for in II.A (the FY19 and FY 20 increases);
 - b. Second, also effective July 1, 2020, the negotiations unit member's total compensation (which includes all forms of compensation, including, but not limited to, ABS, Supplement, UPA variable pay, and/or FVS (as defined below) but which shall not include CIP or Extramural Research Incentive payments) will be adjusted upward if needed to equal the 25th 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 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), adjusted for the faculty 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. Any additional compensation necessary to move the faculty member to the 25th percentile of the most appropriate salary benchmark will be added, effective July 1, 2020, to the faculty member's Supplement (or that amount will be placed in a new Supplement if the faculty member does not already receive a Supplement.)
 - f. 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."

III. Extramural Support Incentive Awards

For Fiscal Years 2019 and 2020 only, the process set forth in the Agreement per "Side Letter of Agreement – Committee Regarding AAUP-BHSNJ Extramural Support Incentive Awards" contained in the July 1, 2013 to June 30, 2018 collective negotiations agreement shall remain applicable.

The following shall be the Extramural Support Incentive Award language effective July 1, 2020.

- A. The Extramural Support Incentive Awards set forth below will apply to all faculty (except as noted below) and to new or existing research proposals for projects whose funding continues beyond Fiscal Year 2019.
- B. Awards in this category are in recognition of external research grants or other extramural research support acquired by faculty unit members (other than librarian unit members whose extramural support incentive awards are governed by Subsection L of this section). The revised extramural support incentive award will be applied as follows:
- C. Faculty 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.
- E. Faculty 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) or FVS (if any) (but not any FVRS, RETEFI, and/or CIP (if applicable) the employee may also receive in that same Fiscal Year) by the rFTE. Incentives are not included in this calculation.
- G. Faculty will receive an Extramural Support Incentive Award 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 10%	0%
11% to 20%	1%
21% to 30%	2%
31% to 40%	5%
41% to 50%	6%

51% to 60%	15%
61% to 70%	19%
71%-80%	22%
81%-90%	25%
91% 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 award. For example, if a faculty member is paid in excess of the NIH cap, spends 100% of their effort on research (rFTE) and has 60% effort and salary support of the NIH cap on an extramural award, 15.0% (calculated pursuant to Paragraph H above) of 60% of the NIH cap in effect at the time of the award will be returned to the faculty member in the form of an extramural support incentive award. Extramural support incentive awards shall not increase the academic base salaries of faculty unit members, nor shall they be used in calculating fringe benefits. This incentive is intended for research grants and contracts. Funding related to clinical and service contracts, unrelated to research, are excluded from this incentive. The faculty 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. Faculty will be able to discretionarily choose to receive the entirety of the Extramural Support Incentive Award in the form of compensation or apply the entirety of their Extramural Support Incentive Award toward support of programmatic activity.
- L. Librarian Unit Members

A librarian unit member who is both a principal investigator and the principal author of an externally-funded program which provides support for his/her own salary shall be eligible for a one-time bonus of up to one-third of such salary support in a specific fiscal year up to a maximum bonus of \$10,000 for that fiscal year. The bonus shall be awarded in each fiscal year during which salary support is provided by external funding.
- M. Research Incentive Program for Large Programs, Training and Specialized External Grants:
 1. Effective July 1, 2020, 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 grants (the incentive program hereinafter shall be referred to as "RETEFI") for the University. This program is meant to encourage faculty to develop externally funded programs that support establishing large research teams that benefit many faculty 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 RETEFI⁵

- a. Multi-project research grants such as NIH U and P mechanisms, 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:

\$10,000 one-time lump sum payment upon funding of grants with annual directs of \$500,000 up to \$750,000

\$12,000 one-time lump sum payment upon funding of grants with annual directs of greater than \$750,000 up to \$1 million

\$15,000 one-time lump sum payment upon funding of grants with annual directs of greater than \$1 million up to \$2 million

\$25,000 one-time lump sum payment upon funding of grants with annual directs of greater than \$2 million up to \$4 million

\$35,000 one-time lump sum payment upon funding of grants with annual directs of greater than \$4 million up to \$8 million

\$50,000 one-time lump sum payment upon funding of grants with annual directs of greater than \$8 million

- b. Training and educational grants that are 2 years or more in the annual costs listed below (one-time payments):

\$10,000 one-time lump sum payment upon funding of NIH T32 or K12 grants

\$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 directs

\$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 directs

- 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):

⁵ The RBHS Senior Vice Chancellor for Academic Affairs and Research, or designee, shall have be the sole authority for determining whether a particular grant qualifies for a RETEFI Incentive.

\$10,000 lump sum payment if the funded grant is \$500,000 or more in directs

d. Facilities grants, including but not restricted to NIH G grants

\$10,000 lump sum payment if the funded grant is \$1,000,000 or more in directs

e. RETEFI payments will not be counted as earnings for the purposes of calculating retirement plan benefit contributions.

N. Fully Variable Research Payment ("FVRS") – Beginning in Fiscal Year 2021, 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.

- a. If the PI's ABS plus Supplement (if any) plus FVS (if any) falls below the corresponding 40th percentile of compensation, adjusted for rFTE (see subsections b., c., and d. below) and rank and specialty, as measured by the 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 40th percentile of compensation, adjusted for rFTE (and FTE if necessary), as measured by the appropriate benchmark and the total of the PI's ABS plus Supplement (if any) plus FVS (if any), also adjusted for rFTE (and FTE if necessary). 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."
- b. 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.
- c. 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 and FVS (if any) total \$180,000. $0.8 * \$180,000 = \$144,000$.
- d. Second, the benchmark compensation, adjusted for rank and specialty, for that negotiations unit member at the 40th 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: $(0.8 * 0.6 * \$200,000) - (0.8 * 0.6 * \$180,000)$.
- e. 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 recalculation 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.

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

IV. Out of Cycle Increments

A. The following Out-of-Cycle process shall apply through June 30, 2021:

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

B. The following process shall apply for Out-of-Cycle Increases effective July 1, 2021:

1. The University may, at its discretion, increase the salary of a member or members of the negotiations unit, as a one time payment⁶ 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. The Dean or University Librarian shall submit each nomination to the Senior Vice President for Academic Affairs, or designee, with a curriculum vitae and letter of recommendation. The decisions of the Senior 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.
2. 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

⁶ The one time payment option shall sunset on July 31, 2022.

not limited to, gender and race.

- a. A faculty member requesting an equity adjustment shall submit a written request on a form developed by University Human Resources with supporting documentation to the faculty member's Dean and to Compensation Services.
- b. The Dean (or designee) shall submit to Compensation Services and to the faculty member written comments in response to the request of an equity adjustment.
- c. Compensation Services shall review the faculty member's request for an equity adjustment and supporting documentation, the Dean's (or designee's) written comments, and shall collect and review any other information it deems relevant to its inquiry.
- d. Within one hundred twenty (120) working days from the submission of a request for an equity adjustment by a faculty member, Compensation Services shall communicate the results of its review and the basis for the results in writing to the faculty member and the RBHS Chancellor. If for any reason the review cannot be completed within this timeframe, Compensation Services shall notify the faculty member. If Compensation Services recommends an equity adjustment, it shall recommend the amount of the compensation increase.
- e. The faculty member may submit a written response regarding the results provided by Compensation Services to the RBHS Chancellor.
- f. In all instances, the amount of an increase, if any, will be determined by the RBHS Chancellor, or designee, in consultation with the Dean and Compensation Services, and the resulting salary must be consistent with the factors set forth in B. above. The Chancellor, or designee, shall be responsible for approving such increase, if any, and for communicating such decision to the negotiations unit member.
- g. The faculty member may appeal a decision of the RBHS Chancellor, or designee, to the Executive Vice President for Academic Affairs. The decision of the Executive Vice President for Academic Affairs shall be provided to the faculty member and the AAUP-BHSNJ. The decision of the Executive Vice President for Academic Affairs shall not be grievable. However, this shall not preclude a faculty member from filing an Article V grievance based on an alleged violation of Article XIV of this Agreement following the final decision of the EVPAA. The time for filing such a grievance under Article V shall begin to run upon receipt of the decision of the Senior Vice President for Academic Affairs.
- h. The faculty member may be accompanied by an AAUP-BHSNJ representative for purposes of any meetings with Compensation Services for purposes of this part IV, section B.2 equity review process.
- i. The University commits to funding equity increases approved by the RBHS Chancellor, or, if applicable, the Executive Vice President for Academic Affairs.

3. When the University has determined to make an out-of-cycle salary increase, it shall inform the AAUP-BHSNJ in writing of the name, rank, and current and adjusted salaries of each individual for whom an increase is to be made.
4. Out-of-Cycle increases are in addition to, and not inclusive of, other salary increases provided for in other Parts of this Article.
5. Out-of-cycle increments may be in any amount.

V. Other Salary Adjustments

A. Promotions

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

B. 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 outside offer of employment. The University shall submit its determination to offer such an increase in writing to the Association with a copy of the outside offer, a copy of the faculty unit member's curriculum vitae, and the current and proposed salary.

C. Compensation for Additional Services

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

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

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

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

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

D. Determination of Salaries for Administrators Who Return to the Faculty

When an administrator returns to the faculty and becomes a unit member, the unit member's salary shall be based upon the following criteria: quality of administrative performance; length of service (including length of service at the University); consideration of the increase or diminution of responsibilities that will result from the transfer; and any other special circumstances. Such determination may be grieved as a category 2 grievance under Article V.

In instances where a faculty member received a pre-determined amount for assuming the duties of an administrator, upon return to the faculty, the faculty member shall relinquish an amount which is equivalent to all or part of that pre-determined amount upon his/her return to the faculty. The provisions of the above paragraph shall not apply.

VI. Fully Variable Supplement – NJMS negotiations unit members participating in University Physician Associates of New Jersey, Inc.

- A. Pursuant to the agreement between the University and University Physician Associates of New Jersey, Inc. ("UPA"), the variable pay arrangement for NJMS Clinical faculty members will cease to exist upon ratification of this agreement by AAUP-BHSNJ, with effective date of July 1, 2020. Any variable payments for date of service after June 30, 2020 are subject to adjustment consistent with the terms of this Section VI.
- B. Accordingly, "tail payments" as previously provided for under the UPA agreement will no longer apply to collections related to date of service after June 30, 2020. Beginning July 1, 2020, a faculty member will be entitled to variable pay (as described in subparagraphs C through J below for collections received on or after July 1, 2020) received in the two months following the last day of the faculty member's employment, which is associated with collections received in the faculty member's last two months of employment. For example, if a faculty member terminates employment with the University on July 31 of any year, the faculty member will be entitled to the variable pay for the month of August (for collections received in June) and September (for collections received in July) in that same year. In order to receive this payment, the faculty member must give at least three months notice prior to the last date of employment with the University.

- C. Upon ratification of this Agreement, each NJMS Clinical faculty member shall be paid a FVS that is calculated based on the net collections⁷ directly resulting from the personal delivery of clinical services by that faculty member, including the department's shared collections, based on the personal delivery of clinical services by clinical faculty in the department. Any sharing of collections in effect by departments, divisions or groups on May 1, 2020 will continue utilizing the same percentages for distribution in effect on May 1, 2020. The distribution of these shared collections shall be subject to the deductions in paragraph D below and based on department formulas in effect on May 1, 2020. The elimination, change or creation of new sharing arrangements must be presented by the faculty or Chair to the Dean for approval; implementation will not occur unless approved by the Dean and after a 60% majority vote of eligible faculty in pool.⁸
- D. Notwithstanding any other provision of this Section VI, the following deductions shall be paid out of net collections:
1. 10% deduction to support the NJMS Dean's Fund unless the 3% additional Dean's taxes are already taken out in voluntary contributions (in which case it will not be double counted),
 2. 7% deduction to support the NJMS Department through which the services were provided by that faculty member,
 3. 3% deduction for professional liability coverage for the NJMS clinical faculty,
 4. 6.5% deduction⁹ to support NJMS collections, revenue cycle, and administrative functions (adjusted to reflect actual charges) (currently provided by Barnabas Health, Inc. d/b/a RWJBH Corporate Services, Inc. pursuant to a Practice Services Agreement effective July 1, 2020), and
 5. 8.5% deduction (adjusted to reflect actual charges) to reflect billing services provided to the University or its designated vendor (currently provided by Change Health).
- E. In addition to the above deductions, there may be an additional deduction from collections to support departmental activities. This is the voluntary departmental tax that is over and above the 7% in Section VI. C. above. The amount of the deduction shall be equal to the deduction in effect on May 1, 2020, using the same methodology as applied to an individual faculty member and as determined by their department. This additional deduction is also subject to change, as determined by a 60% majority vote of eligible faculty in the pool or department, subject to approval by the Dean.
- F. In addition to, and consistent with, D and E above, existing voluntary divisional, group, inter-departmental program, practice, and other taxes, will continue to be withdrawn from

⁷ "Net collections" is defined as the gross amount of clinical revenues collected, adjusted for refunds, reversals, recoupments and other payer adjustments.

⁸ An "eligible clinical faculty member" is a negotiations unit member or a faculty member who is not in the negotiations unit with a 50% or more FTE (in the department in question) clinical faculty member who has rendered patient care services and has billed a minimum of \$50,000 in charges or has collected more than \$10,000 for patient services during the immediately prior fiscal year.

⁹ Collections related to NBI will be included for this purpose. That is, the collections will be taxed with the same tax and associated expenses described in D(4), and is not intended to include any other practice costs not described in paragraph (D)(4). For clarity, expenses incurred on behalf of NBI will not be incurred by NJMS faculty.

collections in the same manner as of May 1, 2020. The same methodology will be applied. For example, if this tax was applied to gross or net collections, the same methodology will be followed. If the "tax" was a dollar amount or a percentage, the same methodology will be followed. The funds from these taxes can continue to be used, for example, to fund CME related activities, hospital dues, licensure, practice expenses and academic expenses. These additional deductions are subject to change, as determined by 60% majority vote of eligible clinical faculty in the practice or department, subject to approval by the Dean.

- G. Changes to taxes in E and F will be initiated by the faculty and presented to the Dean for approval. Upon approval by the Dean, these taxes will be implemented.
 - H. The FVS is in addition to any fixed clinical component a faculty member may have. Any faculty member who has a fixed clinical component on May 1, 2020 shall be entitled to retain such component consistent with the terms applicable to that clinical component.
 - I. If an offer letter provides a guarantee to a faculty member, the net collections of the faculty member shall first be applied to pay the guarantee. Any excess net collections shall be paid to the faculty member as part of the FVS.
 - J. NJMS Clinical faculty hired on July 1, 2020, or after shall receive a FVS as specified above. The taxes in C, D, E, and F will apply based upon the tax rates in effect for the department or division at the time of the new faculty member's start date. The University shall continue to use clinical guarantees for newly-hired faculty.
 - K. All other compensation a faculty member receives – compensation in addition to the taxed "net collections" above – including but not limited to, compensation for contract clinical work, on-call, and stipends, shall be taxed at the same tax rate and in the same manner as it was on May 1, 2020, and part of the FVS. These additional deductions are subject to change, as determined by 60% majority vote of eligible clinical faculty in the practice or department, subject to approval by the Dean.
 - L. NJMS Clinical faculty shall continue to have the same access to financial practice and related information they had access to on May 1, 2020, including, but not limited to, information related to (1) their wRVUs, (2) their collections, (3) the collections of the practice/department, and (4) department/practice budgets.
- VII. Other than those covered by Section VI of this Article, two-thirds of Voting Faculty (negotiations unit members) in any RBHS-department or division may establish or abolish a "voluntary tax" for the purposes of funding professional development. Any voluntary tax established pursuant to this paragraph must be consistent with Internal Revenue Code and approved by the Dean and Chancellor. Such funds from these taxes can be used to fund CME related activities, hospital dues, licensure, practice expenses and academic expenses provided that such expenditures are consistent with University and departmental policy. Such accounts shall be in addition to, not in place of, any benefit already provided by the department. The MOA entered into between the University and AAUP-BHSNJ regarding the RWJMS Department of Medicine, dated September 1, 2018, shall remain in effect.
- VIII. FVS for appointments for Clinical faculty not participating in UPA
- A. Effective July 1, 2020, at the time of appointment of Clinical faculty (as defined below in Section I.b. of the Clinical Incentive Program) not covered by Section VI of this Article,

the University shall have the discretion to include a FVS in the terms of appointment, in addition to the ABS and the Supplement.

- B. The FVS will be utilized in order to manage the risk of unknown actual productivity at Rutgers.
- C. For Clinical faculty (meaning those faculty whose salary is determined based on a clinical benchmark such as the AAMC Public benchmark) hired following the effective date of this Agreement - A FVS will be determined by the Chair (and approved by the Chancellor) at a level that, combined with the Clinical faculty member's ABS and Supplement, would bring the Clinical faculty member's compensation ABS plus Supplement plus FVS to a level above the 25th percentile of compensation but no less than the 40th percentile of compensation as measured by the AAMC Public benchmark for that rank and specialty. The FVS, as described in Paragraph E below takes into account the employee's FTE and cFTE. The negotiations unit member will receive the FVS for the first two years of employment regardless of the level of productivity. If, after the first two years of employment, the employee's productivity falls below the percentage level of productivity at which the FVS is determined, that FVS will reduced to the percentage of productivity actually achieved by the negotiations unit member.
- D. For current employees as of the effective date of this Agreement: the FVS will be utilized for Clinical faculty (meaning those faculty whose salary is benchmarked against the AAMC Public Benchmark) whose productivity is at or above the 40th percentile of productivity, but whose ABS plus Supplement combined is below the 40th percentile of compensation as measured by the AAMC Public Benchmark for that Clinical Faculty member's rank and specialty. In such instances, the FVS will be set at an amount that would raise the Clinical Faculty member's compensation (ABS plus supplement plus FVS) to at least the 40th percentile of compensation as measured by the AAMC Public benchmark for that Clinical Faculty member's rank and specialty. The FVS, as described in Paragraph E below takes into account the employee's FTE and cFTE. This FVS will be paid in the first year regardless of the actual level of productivity. If, after the first year, the employee's productivity falls below the percentage level of productivity at which the FVS is determined, that FVS will reduced to the percentage of productivity actually achieved by the negotiations unit member. 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. Calculating the FVS – Assume an employee is a 1.0 FTE with a 0.8 cFTE. The employee's ABS plus Supplement equals \$200,000. The AAMC Public benchmark salary for that employee's rank and specialty at the 40th percentile of productivity is \$220,000. The FVS equals the difference between the relevant benchmark compensation and the total compensation, both adjusted for FTE and cFTE. Example – $(0.8 * \$220,000) - (0.8 * \$200,000) = \$16,000$. Note if the employee is less than 1.0 FTE, such as 0.8 FTE with a 0.6 cFTE, the calculation would be: $(0.8 * 0.6 * \$220,000) - (0.8 * 0.6 * \$200,000) = \$9,600$.
- F. The FVS will be paid on a monthly basis.
- G. The FVS will not be counted as earnings for the purposes of calculating retirement plan benefit contributions.

- H. Further, the actual amount of the FVS must be recalculated each Fiscal Year to take into account adjustments, if any, to the negotiations unit member's ABS, Supplement, or related benchmark compensation, adjusted for FTE and cFTE. The Clinical faculty member remains eligible to participate in the Clinical Incentive Program as set forth in Section IX below.

IX. Clinical Incentive Program

The April 2017 Memorandum of Agreement between Rutgers, The State University of New Jersey and the AAUP-BHSNJ regarding Rutgers Health Group Clinical Incentive Program ("MOA") remains in full force and effect pursuant to the terms of that MOA through December 31, 2019 (and the payment of the incentive earned based on Fiscal Year 2019 performance as discussed in that MOA). The Clinical Incentive Program ("CIP") beginning with Fiscal Year 2021 provides incentive compensation for Clinical Faculty, as defined below. There shall not be a CIP in Fiscal Year 2020. The CIP shall be in effect for Fiscal Years 2021 and 2022 and shall sunset at the end of Fiscal Year 2022.

A. Eligibility

1. The CIP provides incentive compensation to clinical faculty (as defined below) on an annual, Fiscal Year basis for clinical productivity ("Productivity Incentive") and performance on value based clinical metrics ("Value Incentive").
2. "Clinical faculty" include all clinical faculty in the collective negotiations unit¹⁰ at New Jersey Medical School and Robert Wood Johnson Medical School (including those at the Cancer Institute of New Jersey and University Behavioral Health Care) who have 1) a productivity-based Clinical Full Time Equivalent ("cFTE"), as defined below, of 0.2 or greater during the Fiscal Year in which performance is being measured; and 2) achieved a rating of at least Meets Expectations/Satisfactory in the Professionalism and Clinical sections of the annual performance evaluation, and an overall rating of at least Meets Expectations/Satisfactory on the annual performance evaluation for the Fiscal Year in which performance is being measured. To be eligible for incentive compensation under the terms of this section of this Article, the clinical faculty member must remain employed through the date of payment of the incentive.
 - a. "Contract clinical" work is defined as effort provided and compensated through external health system contracts for professional services. Although this faculty effort is clinical in nature, Rutgers does not bill and collect from third party payors for these professional services (e.g., faculty time purchased from affiliates at an hourly or other rates), and individual faculty are not credited with collections and units of productivity (e.g., WRVUs, ASAs). For those clinical faculty engaged in contract clinical work and work that is credited with units of productivity, those clinical faculty shall have their total cFTE broken into two categories: 1) contract clinical cFTE; and 2) productivity-based cFTE. In order to be eligible for the CIP, productivity-based cFTE must be 0.2 or greater.
 - b. For purposes of calculating the standardized WRVU (section II(b), Adjusted Total Regular Compensation (section B(4)(a)(2)) and benchmark

¹⁰ Beginning with Fiscal Year 2021, tenured and tenure track faculty, who previously received a Productivity and/or Value Incentive payment under the Clinical Incentive Plan effective in Fiscal Year 2017-2019 shall continue to be eligible to participate in both the Extramural Incentive Program and the Clinical Incentive Program.

compensation (section B(4)(b)), a faculty member's productivity-based cFTE will be used.

3. At the beginning of each Fiscal Year, but no later than _____, commencing with the beginning of Fiscal Year 2021, the Chancellor, or his/her designee, will announce the pool of funds that will be available for qualification for the incentive program ("Incentive Pool"). The minimum of the Incentive Pool each year of the Agreement will be \$3,500,000.00. The Chancellor, or his/her designee, also will announce what portion of the Incentive Pool that will be allocated to the Productivity Incentive and what portion of the Incentive Pool will be allocated to the Value Incentive. The Productivity Incentives and Value Incentives calculated for each Fiscal Year, commencing with Fiscal Year 2021, shall be paid out no later than December 31 following the close of the Fiscal Year. By way of example, the Productivity Incentives and Value Incentives for Fiscal Year 2021 shall be paid out no later than December 31, 2021. Payments made under the CIP will not be counted as earnings for the purposes of calculating retirement plan benefit contributions.

Commented [PMH1]: Date (month and day) to be inserted by the University.

B. Productivity Incentive

1. The Productivity Incentive is based on a clinical faculty member's WRVUs, (or ASA units for anesthesia) benchmarked against specific standards for: 1) WRVUs, and 2) compensation.
2. WRVUs, or ASA units where applicable, will be calculated using a uniform calculation methodology for all faculty.
 - a. The WRVUs and ASA units used in the calculations will reflect billable clinical activity personally performed by the faculty member.
 1. Supervised activity of advanced practice providers or residents/fellows that is billed by the faculty member will not be included.
 2. The only exception will be faculty who currently are billing under a "Primary Care Exception." A "Primary Care Exception" is an exception within an approved GME Program that applies to limited situations when the resident is the primary caregiver and the faculty physician see the patient only in a consultative role (that is, those residency programs with requirements that are incompatible with a physical presence requirement).
 - b. WRVUs will be calculated using the CMS Physician Fee Schedule using volume by CPT code with the application of standard adjustments for modifiers.
 - c. Modifier adjustment rates will be applied to faculty WRVUs for consistency with the MGMA academic productivity benchmarks. The adjustment rates used in the CIP are informed by a compilation of industry benchmarking survey guidance, CMS modifier guidelines, and commercial payor guidelines and are generally consistent with those used by CMS and industry benchmarks.
 - d. ASA units will be self-reported by the schools/units.

3. Step One – Productivity Analysis

- a. At the end of a Fiscal Year, but no later than September 1 of the following Fiscal Year, the clinical faculty member's actual WRVUs for the preceding Fiscal Year will be confirmed. For those clinical faculty with a productivity-based cFTE less than 1.0, a calculation will be made to standardize the WRVUs based on a cFTE of 1.0.
1. That standardization is calculated by dividing actual WRVUs by the clinical faculty member's productivity-based cFTE. For those clinical faculty whose clinical effort involves both excluded contract clinical cFTE and productivity-based cFTE, for purposes of these calculations, cFTE shall be reduced to include only that portion of total cFTE which is productivity-based.
 2. For example, a 0.8 productivity-based cFTE with 4,000 actual WRVUs will have 5,000 standardized WRVUs for purpose of calculating a Productivity Incentive.
- b. The University will then benchmark the level of standardized WRVUs against the national MGMA Academic Benchmark standards, adjusted for specialty, to determine the percentile in which the level of standardized WRVUs fall. The list attached hereto as Exhibit A sets forth the Faculty Specialty, corresponding specialty in MGMA Academic Benchmark (or alternative where no appropriate MGMA Academic Benchmark exists). The parties may, by mutual, written agreement, amend this attachment at any time. See II(f) below – Review of cFTE and Benchmark Standards. The University will use the MGMA Academic Benchmark Standard in effect at the start of the Fiscal Year for which productivity is being measured.
- c. A clinical faculty member shall not qualify for a Productivity Incentive if the level of standardized WRVUs is not greater than the 25th percentile of the MGMA Academic Benchmark for that specialty.
4. Step Two - Compensation Analysis
- a. Total Clinical Compensation Analysis
The University will determine each clinical faculty member's Total Clinical Compensation ("TCC") for the Fiscal Year in which the performance is being measured. TCC is calculated as follows:
1. Academic base plus any Supplements, excluding FVS (and FVRS and RETEFI if applicable), which are paid to the clinical faculty member in equal installments, on a bi-weekly basis, are added together to compute Total Regular Compensation ("TRC").
 2. The clinical faculty member's productivity-based cFTE is divided by FTE and the resulting figure is multiplied by the clinical faculty member's TRC. The resulting amount is the clinical faculty member's "Adjusted TRC."
 3. The Adjusted TRC is then added to any clinical supplement or incentive payments (including FVS). This is the clinical faculty member's TCC.
 4. For example, if a clinical faculty member has an academic base salary of \$150,000 and a Supplement of \$50,000, his/her TRC would be \$200,000. If that clinical faculty member is 1.0 FTE, with a 0.8 productivity-based cFTE, the adjusted TRC would be \$160,000. If that same faculty member received \$20,000.00 in clinical incentives in that Fiscal Year, the TCC would be \$180,000.00.

b. Benchmark Compensation Analysis

Then, based on the percentile where the clinical faculty member's standardized WRVUs fall in the MGMA Academic Benchmark (see paragraph B(3)(b) above), the University will determine the clinical faculty member's benchmark compensation, adjusted for faculty rank and specialty, at that same percentile in the AAMC Public Benchmark (see paragraph B(3)(b) above). The list attached hereto as Appendix J sets forth the Faculty Specialty and corresponding AAMC Public Benchmark compensation specialty (or alternative where no AAMC Public Benchmark exists). The parties may, by mutual, written agreement, amend this attachment at any time. See Salary Adjustments, Section II.B.4 above – Review of Effort and Benchmark Standard. For purposes of this Productivity Incentive, each clinical faculty member's benchmark compensation shall be capped at the 90th percentile in the AAMC Public Benchmark (see paragraph B(3)(b) above).

1. If an individual clinical faculty member's productivity-based cFTE is less than 1.0, the benchmark compensation must be adjusted for cFTE.
2. That figure is computed by multiplying productivity-based cFTE times the benchmark compensation in the AAMC Public Benchmark for the appropriate percentile (adjusted for faculty rank and specialty) (see paragraph B(3)(b) above).

5. Step Three – Determining the Amount of Productivity Incentive

- a. The faculty specialty and rank adjusted benchmark compensation, at the clinical faculty member's percentile of productivity (adjusted for cFTE if necessary as described above) is compared to the clinical faculty member's TCC. If the benchmark compensation is greater than the clinical faculty member's TCC, that resulting figure will be the clinical faculty member's Productivity Incentive Maximum Opportunity for the fiscal year ("PIMO").¹¹ If the clinical faculty member's TCC is greater than the benchmark compensation, the clinical faculty member shall not be eligible for a Productivity Incentive but may still be eligible for a Value Incentive as described below.
- b. Commencing in Fiscal Year 2021 and each year thereafter through Fiscal Year 2022), the actual Productivity Incentive paid to the clinical faculty member is computed by dividing the PIMO by the aggregate of the PIMOs for all eligible clinical faculty members and multiplying that resulting percentage times that portion of the Incentive Pool allocated for the Productivity Incentive.
 1. Example, the PIMO for a particular faculty member is \$20,000.00 and the aggregate of PIMOs for all eligible clinical faculty members is \$4,000,000.00. $(\$20,000/\$4,000,000.00) * \$2,250,000.00$ (portion of the three and one-half million dollar Incentive Pool allocated for Productivity Incentives) = \$11,250.00. That will be the final Productivity Incentive for that clinical faculty member for that Fiscal Year.

¹¹ The University shall not be required to pay out any remaining amounts in the Productivity Incentive pool if the PIMO has been paid fully to eligible clinical faculty members.

C. Value Incentive

1. The value incentive will be measured based upon clinical outcomes and clinical operational effectiveness and efficiency and other values as decided within each clinical department.
2. Commencing with Fiscal Year 2021, and each year thereafter (through Fiscal Year 2022, as noted above, the Chancellor, or his/her designee, shall set that portion of the total Incentive Pool to be allocated to the Value Incentive Pool ("VIP"), but in no case shall the VIP be set lower than \$750,000.00. Each eligible clinical faculty member's cFTE in an eligible department is totaled and divided by the total cFTE for all eligible clinical faculty in all eligible departments. The resulting percentage is then multiplied by the VIP to obtain the DVIP.
3. The DVIP is then divided by the total number of eligible clinical faculty members' cFTE for that particular department to obtain the total Value Incentive potential payout based on a 1.0 cFTE ("1.0 VPO"). To calculate the Maximum Potential Value ("MPV") incentive available to a particular clinical faculty member the 1.0 VPO shall be multiplied by the eligible clinical faculty member's cFTE.
4. Each Department with eligible faculty ("Eligible Department") shall establish a Metric Review Committee ("MRC") comprised of at least three clinical faculty members, all of whom must be AAUP-BHSNJ members, selected by the Department Chair. The Chair shall provide written notice to the members of the Eligible Department and the AAUP-BHSNJ of the faculty members appointed to the MRC. The MRC shall include clinical faculty who represent procedural, nonprocedural, inpatient and outpatient faculty, to the extent possible.
5. Metrics shall be established for faculty performance in Fiscal Years 2021 and 2022, as set forth below. By May 1 preceding the Fiscal Year in question, the Department Chair shall provide to the MRC proposed value metrics to be used to evaluate faculty performance for the Value Incentive payment. The departmental-specific value metrics tabulation shall include the percentage value allocated to each metric (out of 100%) and the standard for measuring the amount of value incentive earned for each particular metric.¹²
6. For Fiscal Years 2021 and 2022, by June 1 preceding the Fiscal Year in question, the MRC shall provide comments, if any, to the Chair's proposed value metrics. If no comments are provided to the Chair by June 1, the Chair's proposed value metrics shall be implemented. For Fiscal Years 2021 and 2022, by July 1 preceding the Fiscal Year in question, the Chair, after consulting with the MRC, shall notify the faculty in his/her department of the value metrics to be used to evaluate faculty performance in the Fiscal Year beginning that July 1.
7. For Fiscal Years 2021 and 2022 by July 1 preceding the Fiscal Year in question, if the Chair has not determined the value metrics to be used to evaluate faculty performance in an Eligible Department for the Fiscal Year starting July 1, the value metrics for that department shall be set by the MRC.

¹² The University shall have discretion to modify the deadline in paragraph 5. If the timeframe for the MRC to review the Chairs proposed value metrics is to be fewer than thirty (30) days, the University and AAUP-BHSNJ shall agree upon the adjusted timeframes in paragraphs f and g.

8. Chairs may revise the value metrics after the stated metrics dissemination deadline, provided they obtain approval from their metric review committee and communicated the change to faculty.
9. If a department includes a value metric for which there ends up being no performance data available at the close of the Fiscal Year, the Chair may eliminate that value metric from inclusion in the calculation of the value incentive for that department and the remaining value metrics shall be adjusted equally to reflect removal of the value metric.
10. The MPV for each clinical faculty member will be applied to those metrics to determine the actual amount of value incentive to be paid to the clinical faculty member. Example – if three standard metrics are used in an Eligible Department; they each count 33%; and the MPV for the clinical faculty member is \$3,000, the maximum value incentive available to that clinical faculty member for each of the three metrics would be \$1,000.00. If a clinical faculty member achieves 80% of the potential value for each of the three metrics, based on the uniform standards of achievement set for that Eligible Department, that clinical faculty member's value incentive would be \$2,400.
11. If, after calculation of each clinical faculty member's value incentive, there are funds remaining in the VIP (due to the fact that eligible clinical faculty members did not reach his/her MPV), the Chair of each eligible department shall equitably distribute remaining funds only to eligible clinical faculty in that department. All funds in the VIP shall be paid to clinical faculty in the negotiations unit.

X. Dental Incentive Program

For RSDM faculty, the following clinical incentive program shall be available:

1. Negotiations unit members shall be eligible to participate in the RSDM faculty practice incentive plan ("RSDM FPIP"). These faculty are not eligible to participate in the CIP discussed in Section IX above.
2. Participation in the RSDM FPIP, the time period allowed for participation in the RSDM FPIP and the specific location services are provided are subject to the approval of the Department Chair and the RSDM Dean. Subject to that approval by the Department chair and RSDM dean, negotiations unit members who are eligible to engage in the RSDM FPIP shall have no prohibition on time engaged in faculty practice at the Rutgers' faculty practice locations (although generally it will be limited to 20% of the negotiations unit member's FTE) provided there is sufficient departmental faculty to cover teaching, and other departmental responsibilities and there is a need for such clinical coverage. The RSDM Dean, in her/his discretion, may remove any participant in the RSDM FPIP at any time and, upon removal, the faculty member will not be entitled to any RSDM FPIP incentive payments.
3. RSDM FPIP incentive payments are paid at the rate of 50% (fifty percent) of collections less the costs of implant supplies (including, but not limited to, dental implants, bone, and tissue guided membranes), and laboratory costs and patient parking (in New Brunswick). RSDM FPIP incentive payments are paid at the rate of 25% (twenty-five percent) of collections for services performed by staff hygienists or assistants under the supervision of the participating RSDM faculty member. No RSDM FPIP incentive

payment shall be paid for practice in the UH-Unit 1 and RSDM student and service clinics. In addition, non-OMFS faculty do not receive an incentive payment for practice in the Operating Room at Hospitals or Hospital On Call. Operating Room work at hospitals must be billed through RSDM/RHG (or other entity as required by RSDM) for all 1.0 FTEs (for those less than 1.0 FTE such work shall be billed through RSDM/RHG, {or other entity as required by RSDM} for all clinical work as part of the RSDM faculty member's employment with RSDM/RHG) and such work will be eligible for inclusion in this Dental Incentive Program.

4. This provision applies only to OMFS: Hospital On-Call – Calculated based upon clinical service agreements with hospitals.
5. Expert witness testimony and other expert consultation service provided to other governmental agencies or universities and billed through RSDM/RHG will result in 75% of such payment being paid to the faculty provider.
6. In consideration for allowing faculty members to participate in the RSDM FPIP, participants must execute a restrictive covenant that will apply upon separation from the practice consistent with Memorandum of Agreement Concerning Restrictive Covenants.
7. RSDM faculty shall be permitted to engage in outside practice provided the RSDM Dean and the Chair consent and a) for 1.0 FTE, the faculty member and school enter into a professional services agreement which outlines that a 1.0 FTE faculty member may engage in such practice on weekends and holidays; or b) RSDM faculty less than 1.0 FTE on weekends, holidays, weekday evenings starting no less than 1 hour after the completion of their last clinical session scheduled and the RSDM faculty member does not leave before the later of the close of the clinical session or when the last patient and patient record is completed. No such faculty member may engage in this additional work when on call for RSDM. Further, such arrangement must be approved in advance by Rutgers University Ethics and Compliance.

XI. APPLICATION OF THE SUBJECT TO LANGUAGE IN THE PREFACE TO THIS ARTICLE

In the event the University intends to withhold any of the economic provisions of this Article by invoking the "subject to" language in the prefatory paragraph of this Article, it is agreed that the invocation of the "subject to" language will be based on a determination by the University that there exists a fiscal emergency^{13 14}. If the University invokes the prefatory "subject to" language following the determination of a fiscal emergency, the University agrees as follows:

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

¹³ The determination of whether a fiscal emergency exists shall not be limited to whether there is a reduction in State appropriations/funding.

¹⁴ In exchange for the deferred merit increases in section II B. 2, and the suspension of the CIP for Fiscal Year 2020 in section VIII. the University agrees not to invoke the subject to language and the provisions of this section XI with respect to the merit increases to be paid on July 31, 2021 and July 31, 2022.

If due to a reduction in State funding/appropriations to the University for the next fiscal year, the University determines that a fiscal emergency exists and if based on the date the University learns of the reduction it is not possible to provide the full twenty-one (21) calendar days' notice, the University shall provide the maximum notice possible. If the University provides fewer than twenty-one days' notice, upon request of the AAUP-BHSNJ negotiations pursuant to paragraph 3 below shall commence within 72 hours; however, the University shall be permitted to delay the implementation of salary increases during the shortened period of negotiations.

2. Along with the Notice provided to the AAUP-BHSNJ pursuant to paragraph 1 above, the University shall provide the latest available statements/financial documents, as follows:

- The financial information upon which the University relies as the basis for its claim that a fiscal emergency exists;
- The audited financial statements for the prior fiscal year;
- Quarterly Statement of Net Position (Balance Sheet) for the current fiscal year;
- Current projection of the Income Statement for the Unrestricted Educational and General Operating Funds (Operating Budget) for the current fiscal year;
- Quarterly Statement of Cash Flows (Statement of Cash Flows);
- Unaudited End of Year financial statements for the statements listed above;
- University budget request submitted to the Department of Treasury for past, current and upcoming fiscal years; and
- The University's Unrestricted Operating Budget for the current fiscal year and budget for the upcoming fiscal year.

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

3. During the notice period, upon written request by the AAUP-BHSNJ, the University shall commence negotiations over measures to address the fiscal emergency. The University is not obligated to negotiate to impasse in order to withhold any of the economic provisions of this Article. At any point during the notice period the AAUP-BHSNJ may file a grievance pursuant to paragraph 5 below.
4. The AAUP-BHSNJ agrees that during the notice and negotiation period it will not initiate any legal action, in any forum, to challenge the University's intended action other than as specified in paragraph 3 above.
5. If the parties have not agreed upon measures to address the fiscal emergency, the AAUP-BHSNJ may file a grievance under Article V of the Agreement. The grievance shall proceed directly to arbitration under Article V.D.2. Such arbitration shall be concluded within ninety (90) days of implementation of the University's decision to withhold any of the economic provisions outlined above in this Article.

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

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

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 only to those negotiations unit members with an FTE of 0.5 or more.

A. Vacation

1. Full-time (12-month) bargaining unit members (with the exception of librarian unit members) are entitled to vacation of twenty-two (22) working days of vacation for each year of service. Full-time (12-month) bargaining unit members (with the exception of librarian unit members) are entitled to vacation of twenty-five (25) working days of vacation per year upon the commencement of the twenty-first year of service. Vacation days shall be scheduled with, and approved by, the negotiations unit member's respective department 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 and Organizational Effectiveness or his/her designee.
3. In instances where bargaining unit members (with the exception of librarian unit members) are permanently employed at less than full-time, or where service is for less than a full year (first and last years of employment), the following conversion formula determines accrued vacation days: Vacation days = percent of appointment times percent of year employed times annual rate.

B. Holidays for Faculty Unit Members

1. Faculty unit members at .50 FTE and above shall be allowed four (4) float holidays, to be scheduled in conjunction with department Chairs or a designee of the Dean of the School of Nursing.
2. Negotiations unit members with a 1.0 FTE shall be entitled to the following holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day. 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 Faculty accrue one month (22 days) of sick leave per year. Sick leave for faculty at less than full-time, shall be pro-rated based on FTE (this pro-rata calculation shall sunset on July 31, 2022). Sick day accruals are cumulative from one year to the next.

2. Federal Family Medical Leave, New Jersey Family Leave, New Jersey Safe Act Leave, and Other Leaves are governed by Article XXVIII.

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 AAUP-BHSNJ 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 June 30, 2018. During the term of this Agreement, the University will continue the Rutgers Vision Care Program for employees of the University represented by the AAUP-BHSNJ.

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

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

I. Workers Compensation

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

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

J. Tuition Remission

1. Dependent children of AAUP-BHSNJ unit members, shall be eligible for tuition remission in accordance with the provisions of Rutgers Policy 60.2.1 B, C and D.
2. Employee tuition remission or reimbursement will be provided for AAUP-BHSNJ unit members who are required to either obtain a more advanced degree or undergo professional development/continuing education in order to retain or advance in their RBHS position. Such requirement shall be certified by the chair and dean (in the case of Librarian unit members, such requirement shall be certified by the Vice President for Information Services and University Librarian or her/his designee). If the employee may fulfill that obligation via an existing Rutgers University academic program, Rutgers tuition remission shall be provided. If Rutgers does not offer the requisite program, and the unit member is in the School of Nursing, the SHRP or the University Libraries, the existing tuition reimbursement program for School of Nursing faculty, SHRP faculty and Librarian unit members respectively will apply.
3. The tuition remission benefit does not apply to unit members in the Rutgers School of Dental Medicine International Faculty DMD program. The following provisions apply to faculty admitted to the Rutgers School of Dental Medicine International Faculty DMD Program.¹

a. The University, in its sole discretion may choose to offer eligible negotiations unit members the opportunity to participate in the Rutgers School of Dental Medicine International Faculty DMD program.

b. For eligible negotiations unit members who do not have a DMD degree from an accredited school in the United States or Canada, the Dean will determine whether or not the faculty member must obtain a degree in the United States in order to remain employed as a faculty member in the Dental School. Participation in the program is subject to the conditions outlined below. A selected faculty member must apply for admittance and meet the criteria for admission to the program. That program allows faculty with dental degrees received outside the United States to receive a DMD degree from Rutgers through a specially designed DMD program that allows the faculty member to obtain the degree during their continued employment at the Rutgers School of Dental Medicine. This program shall

¹ This section shall become effective upon ratification of Agreement and applicable to all current International DMD Program enrollees, except those faculty who already have received their degree through the International DMS Program shall continue to be governed by the terms of the agreements entered into when the individuals began participation in the International DMD Program.

be the sole tuition remission/reimbursement for these faculty while participating in this program subject to the conditions outlined below. Those expected to participate in the International Faculty DMD program at the outset of their employment with the University will be informed of such requirement in their initial appointment letter. The letter will specify that the faculty member must voluntarily apply for and be accepted to the program as a condition of the appointment.

c. International Faculty DMD participants, with the approval of their Chair, will be given time during the work week to complete course work necessary to obtain the DMD degree, provided it does not interfere with the faculty member's completion of her/his regular job duties.

d. The University will loan the faculty member chosen by the Dean to participate in the International Faculty DMD program the cost of four (4) years of tuition and fees (at the then applicable in-State rate) associated with the course of study necessary to obtain the DMD degree from Rutgers. The loan will be memorialized in a written agreement. Prior to signing the loan agreement, the faculty member shall be advised of his/her right to consult with the AAUP-BHSNJ regarding the terms of the loan and the conditions of the International Faculty DMD program.

e. Following successful completion of the program and receipt of the DMD degree from Rutgers, the University will not require repayment of any portion of the loan while the faculty member remains employed by Rutgers in a faculty position at RSDM. The full amount of the loan will be forgiven in its entirety if the faculty member completes four (4) years of continuous employment at RSDM following receipt of the DMD degree. If the faculty member voluntarily leaves employment from the University prior to the completion of four (4) continuous years of employment at RSDM following receipt of the DMD degree, the faculty member shall be responsible for repayment of the loan as follows:

- * The full amount of the loan, if the faculty member completes less than two (2) continuous years for employment;
- * Two-thirds (2/3s) of the loan, if the faculty member completes two (2), but less than three (3), continuous years of employment;
- * One-half (1/2) of the loan, if the faculty member completes three (3), but less than four (4), continuous years of employment.

The faculty member shall be responsible for repayment of the loan in the amounts indicated above in monthly payments as set forth in the loan agreement. The amount of repayment will be calculated based on in-state tuition and fees applicable at the time of the faculty member's completion of the International Faculty DMD program. The loan shall be interest free.

K. 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.

L. Tuition and Professional Development Reimbursement for Librarian Unit Members

1. As delineated in Section J above, Librarian unit members are entitled to tuition remission and tuition reimbursement benefits if they meet the established eligibility criteria. The tuition reimbursement benefits for eligible librarian unit members is as follows: the University will reimburse all full- and part-time librarian unit members up to \$3,000 per year for tuition costs for courses successfully completed with a grade of "C" or better. The University will reimburse librarian unit members within six (6) weeks of submission of tuition receipts and grades by the librarian.
2. Each librarian unit member shall be entitled to reimbursement for professional development that has been approved by his or her supervisor, not to exceed \$400 per year.

M. Holiday, Vacation and Leaves for Librarian Unit Members

1. Holidays
 - a. Holiday Designations

All full-time librarian unit members will be entitled annually to the following holidays and part-time librarian unit members will have the holidays pro-rated based on the number of hours they were hired to work per pay period: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day. Seven (7) float holidays (two (2) personal holidays and five (5) administrative leave days) will be issued for those full- and part-time librarian unit members who are in active pay status as of July 1st of each year. Float holidays are to be used between July 1st and June 30th. Those not used by June 30th will be forfeited.

All librarian unit members appointed on a twelve (12) month basis July 1st or later shall be granted .83 of a day of administrative leave after each full calendar month of service in the first fiscal year of employment to a maximum of five (5) days. Thereafter, the yearly allowance of five (5) days shall become available at the beginning of each fiscal year. Administrative leave for regularly appointed part-time librarian unit members shall be pro-rated in accordance with the length of their work week. In addition, after six (6) months of employment, librarian unit members shall be granted two (2) personal holidays.

Except in the case of an emergency, a request for a float holiday must be submitted in writing to the librarian unit member's supervisor for review and approved at least five (5) working days in advance of its intended use. Float holidays may be used for emergencies, personal matters, and observation of religious or other days of celebration (but not officially recognized University holidays).

Supervisors shall have the right to require proof of an emergency. The University agrees that such proof shall be kept confidential. Failure of a librarian unit member to supply such proof shall result in a salary deletion for the day(s) and appropriate disciplinary action may be taken if warranted.

The librarian unit member shall schedule mutually agreeable dates for use of the float holidays during the fiscal year.

- b. Holiday Entitlement

If a holiday falls during a librarian unit member's vacation, the day will be observed as a holiday and vacation time will not be charged for the day.

If a holiday falls on a librarian unit member's day off, he/she will receive a compensatory day off for the holiday. The compensatory day for the holiday may not be used prior to the date the actual holiday is observed. The librarian unit member and his/her supervisor shall schedule the compensatory time off for the holiday within a sixty (60) calendar day period after the date of the actual holiday is observed.

The University shall have the right, at its sole discretion, to require any librarian unit member to work on the holidays specified herein. The University agrees to assign holidays off on an equitable and rotational basis. Librarian unit members who are required to work on a holiday shall be credited with one (1) day of compensatory time. The librarian unit member and his/her supervisor shall schedule the compensatory time off within a sixty (60) calendar day period after the date the holiday worked.

2. Vacation

a. Vacation Amount

Vacation accruals for newly hired or rehired librarian unit members will commence upon the successful completion of the first ninety (90) days of employment and will be credited retroactively to the librarian unit member's date of hire or rehire.

Vacation time will accrue in each fiscal year (July 1st – June 30th) in accordance with the following schedule. The annual rate will change in the month when the librarian unit member reaches a service milestone if the librarian unit member's anniversary date is on the first of the month and will change effective the following month if the librarian unit member's anniversary date is the second of the month or after.

Vacation accruals are cumulative from one year to the next up to an amount equal to one (1) year of accruals. When unusual circumstances warrant an exception, amounts greater than one (1) year can be carried over with approval from the Vice President for Information Services and University Librarian or her/his designee and the Senior Vice President for Human Resources and Organizational Effectiveness.

b. Vacation Accruals

<u>Length of Service</u>	<u>Accrual Rate Per Month</u>
0-10 yrs.	1 ¼ days
11-20 yrs.	1 2/3 days
21 yrs. and greater	2 1/12 days

A librarian unit member will be paid for vacation at the librarian's base rate of pay.

c. Vacation Entitlement

All regular part-time librarians, who are included in this bargaining unit shall accrue vacation credit on a proportionate basis based upon the number of hours the librarian unit member is regularly scheduled to work.

Librarian unit members who are on leaves of absence without salary do not accrue vacation time during any full calendar month of absence, except that librarian unit members who are on leaves of absence due to injuries occurring in the course of and arising out of employment at Rutgers will continue to earn vacation until workers compensation payments cease. With the exception of probationary librarian unit members, who are eligible to use accrued vacation time after ninety (90)

calendar days of employment, accrued vacation time is available for use the month after it is earned, or upon return to active service, if on leave of absence.

A librarian unit member who has resigned with appropriate notice, or who has been discharged, except for cause, shall be entitled to vacation allowance of unused vacation time accrued within the time limit described previously, less any overdrawn sick time allotment except that a librarian unit member separated during the initial hire or rehire probationary period will not be entitled to such allowance.

If a librarian unit member dies having vacation credits accrued within the limits described previously, a sum of money equal to the compensation computed on said librarian unit member's base salary rate at the time of death shall be calculated and paid to the librarian unit member's estate less any overdrawn sick time allotment.

d. Vacation Scheduling

The vacation period will be the entire fiscal year. The librarian unit member will, subject to the University's operating requirements, have his/her choice of vacation time; it being recognized, however, that vacations must be scheduled by the University in a manner designed to ensure the effective and efficient operation of the University, including staffing needs. Requests for vacation time shall normally be made at least five (5) working days in advance in writing. No part of a librarian unit member's scheduled vacation may be charged to sick time.

Vacation days are accrued between July 1st and June 30th. A librarian unit member may carry a maximum of one (1) year of accrued vacation allowance forward into the next succeeding fiscal year; any additional time not used will be forfeited.

With approval, vacation time may be taken as single or multiple days, single or multiple weeks.

3. Sick Leave, Entitlement and Amount

All librarian unit members will accrue sick leave on the basis of one (1) day per month. Sick leave for librarian unit members shall be pro-rated based on FTE. Sick pay accruals are cumulative from one year to the next.

4. Sick Leave Notice and Pay

A librarian unit member will be paid for sick leave at the librarian's base rate of pay. Librarian unit members are required to comply with the department call-in procedure. If the illness extends beyond one (1) day, the librarian unit member must continue to call in ill each day unless he/she has already indicated to the supervisor an expected return date. If the illness extends beyond the expected return date the librarian must call in with a new expected return date.

Librarian unit members taken ill while on duty and who leave their work area with their supervisor's permission shall be paid for the authorized time spent on the employer's premises and may use accrued sick leave if they desire payment for the balance of the work shift. Librarian unit members may be excused without seeking medical attention at the University by their supervisor.

At the time of retirement, a librarian unit member may be compensated for unused accrued sick time consistent with the rules and regulations of the State of New Jersey in effect at that time.

5. Bereavement Leave

Librarian unit members are entitled to bereavement leave in accordance with Rutgers policy 60.3.4.

6. Jury Duty

Librarian unit members are entitled to time off for jury duty in accordance with Rutgers policy 60.1.23.

7. Court Appearance

Librarian unit members shall be granted necessary time off, at the librarian unit member's base rate of pay, when he or she is summoned to testify at depositions or in court, on any matter arising within the librarian unit member's scope of employment at the University. The librarian unit member shall immediately report receipt of any subpoena or court order related to their employment at the University to the University's Office of the Senior Vice President and General Counsel and to his or her supervisor.

8. Leave of Absence, Limitations

All leaves as described above must be taken at the time of the related occurrence or shall be waived. Librarian unit members will be terminated for obtaining leave by false pretense or for failing to return from a leave in accordance with University policy.

9. Leaves of Absence for Librarian Unit Members

Federal Family Medical Leave, New Jersey Family Leave, New Jersey Safe Act Leave, and Other Leaves are governed by Article XXVIII.

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

ARTICLE X

LIBRARIAN UNIT MEMBERS

A. Work Load for Librarian Unit Members

1. The workload for librarian unit members shall be fair, reasonable and consistent with service and professional responsibilities delineated in the approved job description.
2. All librarian unit members are exempt salaried employees with a 37.5-hour workweek. All librarian unit members can be scheduled on an equitable and rotating basis to work weekend days. The Assistant Vice President for Information Services and Director of Health Sciences Libraries or her/his designee shall grant appropriate compensatory time off for assigned hours scheduled and worked beyond the 37.5-hour workweek.

B. Seniority for Librarian Unit Members

1. Accrual: Seniority will be credited from the date of hire or rehire to all regular full-time or part-time librarian unit members upon the successful completion of their initial probationary period.
2. Loss of Seniority: A librarian unit member's seniority shall be broken by resignations, dismissals from employment, or other types of terminations, layoffs of more than one (1) year or refusal of a suitable position while on recall from layoff.
3. Layoff: Layoffs shall be administered in accordance with University policy except as stated below. Seniority will prevail on layoffs due to lack of work in the job classification, efficiency reorganization or reductions due to economic considerations. Seniority will prevail on call backs within one (1) year from layoff.

A layoff shall be effected in the following manner:

- a. Filling a vacancy at any of the RBHS Libraries.
- b. Bumping into a position at any of the RBHS Libraries.

A list of vacant positions will be available for review in the Campus Human Resources offices.

Within their respective departments/work units, librarian unit members shall not be laid off before temporary or probationary librarian unit members in the same job title, that is, Librarian I, II or III.

Librarian unit members affected by a layoff may exercise bumping rights within their job title within any of the RBHS Libraries. Bumping rights shall be exercised in accordance with the provisions of this Article. Librarian unit members choosing not to exercise their bumping rights remain eligible for recall consistent with the provisions of this Article.

Librarian unit members shall serve a probation period of ninety (90) days in a new position whether such placement is due to filling a vacancy, exercising a bump, or as a result of a recall, except that an employee who bumps or is recalled into the same job title within the same department shall not be required to serve a probation.

Probation can be extended, at the option of the University, up to an additional ninety (90) days. Failure of a librarian unit member to satisfactorily complete the probation period shall result in the librarian unit member being placed on a recall list for up to one (1) year. If the librarian unit member is recalled and again fails probation, such librarian unit member's employment at the University shall be terminated and all layoff and recall rights shall cease.

All librarian unit members shall be covered by the layoff policy regardless of salary range, consistent with the following provisions:

- a. Librarian unit members employed under a J-Visa shall not be eligible for coverage.
- b. Librarian unit members employed under an H-Visa shall have bumping rights only into the same job classification.

The University will provide a minimum of fifteen (15) working days notice of layoff to any librarian unit member affected.

C. Probationary Period for Librarian Unit Members

All librarian unit members shall serve a one hundred and eighty (180) calendar day probationary period following their initial date of hire.

The University reserves the right to extend the initial probationary period up to an additional thirty (30) days for full- and part-time employees. A librarian unit member's employment may be terminated at any time during the probationary period. Such decision shall be final and binding, and not subject to the grievance procedure.

Probationary librarian unit members will be eligible to use sick leave and float holidays after the time is accrued and accrued vacation time after ninety (90) calendar days of employment.

D. Attendance Control Policy for Librarian Unit Members

Librarian Unit Members shall be subject to Rutgers Policy 60.9.10 – Attendance Control.

ARTICLE XI

SCHOOL OF NURSING FACULTY UNIT MEMBERS

A. Faculty Contracts

1. Faculty unit members 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.

2. In cases where faculty unit members' contracts are not renewed due to program suspension or decrease in enrollment, if the need for faculty unit members in these areas should arise, the University shall give due consideration to these faculty unit members for rehire.

B. Faculty Effort

1. Faculty at the School of Nursing have either a ten (10) months or twelve (12) month appointments, based on the needs of the program and the School.

2. The academic year for twelve (12) month faculty unit members shall begin on July 1st. the academic year for the (10) month faculty unit members shall begin on August 15th.

3. Faculty unit members teacher contact hours (TCHs) are defined below.

TCH Expectations per year.

Non-Tenure Track NTT			Tenure Track TT		
Rank	Academic year	Calendar Year	Rank	Academic year	Calendar Year
RBHS Lecturer	24	30			
RBHS Instructor	24	30			
Assistant Professor	21	27	Assistant Professor	9-15**	12-18**
Associate Professor	18	24	Associate Professor	15	18

Professor	15	18	Professor	6-9	9-12
Distinguished Professor	12	15	Distinguished Professor	6	6-9

**Range is based on years in appointment, with newer appointments having fewer credit requirements. Per the Chancellor – newly hired tenure track faculty shall have 70% of the protected effort for the first 3 years to launch a funded program of research.

If a course is cancelled, the faculty member will be expected to teach another course either during the same semester or in a subsequent semester. Appropriate Divisional Associate Deans will determine such reductions or increases in collaboration with the faculty member.

4. Faculty effort shall be negotiated between the School of Nursing administration and the faculty unit member, based on the needs of the academic program, prior to the start of the academic year although there may be occasion where circumstances may change during the academic year which might necessitate a change to the faculty effort (e.g. awarding of research grant to the faculty member). Faculty effort shall include but not limited to education, service, research and clinical practice as negotiated between the faculty unit member and the School of Nursing administration. For purposes of faculty effort, TCHs shall be defined as follows:

one hour of classroom teaching equals one TCH;

two hours of clinical practicum equals one TCH;

three hours of simulated patient laboratory equals one TCH;

three hours of clinical duties equals one TCH;

three hours of other professional effort equals one TCH;

for development of a new course, one academic credit equals one TCH:

for teaching of an online course, one academic credit equals one TCH.

Online course (which does not include in person classes being held remotely due to a pandemic) enrollment will be limited to 20 students for a graduate course and 25 students for an undergraduate course; additional enrollment shall require the faculty unit member's prior agreement.

Specialty Directors/Course Leaders shall be credited one to three TCHs per semester depending on responsibilities and/or program size. Two TCHs per semester will be credited for faculty course and/or level coordinators by the Associate Dean of the respective division.

Ad hoc activities relating to the mission of the School of Nursing shall be taken into account when faculty effort is negotiated.

The Associate Dean for Nursing Science, when assigning workload, will take into account faculty serving as Chair or Member on a PhD dissertation committee by counting 1 TCH per student per

semester (maximum 2 year period) or ½ TCH per student per semester those serving as a Committee Member for a dissertation committee (maximum 2 year period)

Appropriate Divisional Associate Deans will be determining reductions in TCH for significant service activities (such as significant leadership role on behalf of the School or University, and funded research activities in collaboration with the faculty. Independent studies also will be negotiated with the Divisional Associate Dean.

5. For faculty engaged in faculty practice, three (3) weekly hours of such activity shall equal one (1) TCH. Unless a faculty practice requirement is set forth in the initial offer letter and such requirement is continued in any subsequent reappointment letters, participation in faculty practice is an option, negotiated between the faculty unit member and the School of Nursing administration.

6. Overload faculty effort will be compensated at the rate of \$1,886 per credit, effective Fall 2020 and \$1,933 per credit, effective Fall 2021 Overload assignments occur when the TCH exceeds the caps listed above and there are no other viable options. Workloads are calculated on an Academic or Calendar year basis and not semester by semester.

The following are certain examples of what constitute acceptable research/scholarship and/or service justifying a reduction in expected TCH.

a. Research/Scholarship

Faculty members are expected to maintain an active scholarly focus. Examples of scholarship include:

- active research,
- grant proposal preparation and submission,
- manuscript preparation and publication,
- relationship-building activities for interdisciplinary collaboration,
- preparation, submission, and presentation at local, national, and/or international conferences
- Scholarly clinical practice (when applicable)
 - o consulting within the clinical agency and in regional and national spheres
 - o introduction of practice innovations that reflect cutting-edge practice modalities
 - o interpretation and application of research results
 - o design and execution of applied research in the clinical setting

The faculty unit member may negotiate with the School of Nursing administration to accommodate an active program of research, which shall be reflected in faculty effort.

b. Service

The primary faculty responsibilities in service are to the School of Nursing and to the University. It is expected that all faculty will participate in the activities of the School of Nursing and to also make contributions to the nursing profession and its societies, and to the society at large.

Examples of academic service are:

- Active participation in committees of the School of Nursing and the University;
- Representing the department within the School of Nursing, the University, the profession, or the community at large;
- Advising students on course material and on departmental curriculum;

- Participating in the recruitment of new faculty;

Examples of extramural service are:

- Editorship of scholarly journals;
- Organization of conferences, symposia, technical meetings and workshops;
- Review of technical papers and proposals;
- Service on panels for professional societies;
- Publication of journals and newsletters, and clinical editing;
- Professional Organization committee service or chair;
- State or National Committee

Service may include activities not listed above which are beneficial to the School of Nursing and to the University. The faculty unit member may negotiate with the School of Nursing administration to accommodate significant service activities, which shall be reflected in faculty effort.

7. Special Considerations

- a. When possible, teaching load shall be distributed evenly across semesters, (for example, faculty should not be teaching 3 credits one semester, followed by 12 the next semester.)
- b. Other assignments are negotiated with the appropriate Divisional Associate Dean, Executive Vice-Dean, or Dean.
- c. When possible, academic teaching schedules shall be distributed by the end of the previous academic semester.
- d. Faculty may be asked to make up clinical activities or classes upon return from vacation periods.

C. Tuition Reimbursement

1. Faculty unit member(s) enrolled in terminal degree programs related to their areas of instruction or approved as such by the School of Nursing administration may receive tuition reimbursement at a rate of \$300 per credit, or the actual tuition, whichever is less, reimbursement shall not exceed nine (9) credits per semester at the doctoral level.
2. Faculty unit member(s) may also receive tuition reimbursement at the rate described above for graduate study related to their area(s) of instruction or approved by the School of Nursing administration that is not part of a terminal degree program. Such tuition reimbursement shall not exceed six (6) credits per semester and shall be limited to thirty-eight (38) reimbursable credits during the employment of the faculty unit member at the University.
3. To receive reimbursement, the faculty unit member must submit a written request to the appropriate assistant dean. The assistant dean shall respond to the request within twenty (20) working days of the request. Reimbursement shall be subject to the availability of funds.
4. To receive reimbursement, the faculty unit member must submit written proof of both tuition payment and satisfactory completion of course work to the assistant dean. To be eligible for tuition reimbursement, the faculty unit member must maintain the grade point average required for successful completion of his/her program of study.

ARTICLE XII

TRAVEL

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

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

ARTICLE XIII

PROFESSIONAL DEVELOPMENT

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

ARTICLE XIV

PROHIBITED DISCRIMINATION AND PROHIBITED HARASSMENT

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

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

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

ARTICLE XV

DISTRIBUTION OF OVERALL COURSE SCHEDULES

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

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

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

ARTICLE XVI

MISCELLANEOUS

- A. Agenda materials for the regular monthly public meeting of the Board of Governors will be forwarded to the AAUP-BHSNJ at the time they are distributed to the members of the Board of Governors with the following exceptions:
1. All items related to personnel actions;
 2. Advisory, consultative or deliberative materials as defined by the Open Public Records Act;
 3. Confidential or privileged materials relating to items that involve matters that may be discussed in closed session under the Open Public Meetings Act.
- Disputes about A.2. and A.3. shall be grievable only through Step One of Article V. Nothing herein shall preclude a challenge to a University determination made pursuant to A.2. or A.3. being brought before an appropriate governmental or judicial forum.
- B. 1. Before being presented to the Board of Governors, proposed changes in University policies, and/or practices affecting the terms and conditions of employment of the members of the negotiations unit shall first be submitted to the AAUP-BHSNJ for negotiation.
2. Section B.1. above shall be construed to require negotiations only as to those aspects of such proposed changes that constitute mandatory subjects of negotiation. Disputes concerning whether a proposed change in University policies, and or/practices involves a mandatory subject of negotiations shall be resolved by submission to the Public Employment Relations Commission under its scope-of-negotiation processes.
- C. The annual parking fee for all unit members shall 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.
- D. Individual contracts entered into between the University and individual negotiations unit members shall not conflict with the mandatorily negotiable terms and conditions of employment set forth in this Agreement.

ARTICLE XVII

DURATION OF THE AGREEMENT

The term of this Agreement is July 1, 2018 through July 31, 2022.

This Agreement shall remain in full force and effect from the effective date through July 31, 2022. The Agreement shall automatically be renewed from year to year thereafter, unless either party shall give to the other party written notice of its desire to terminate, modify or amend this Agreement. Such notice shall be given to the other party in writing no later than October 31, 2021, or October 31 of any subsequent twelve (12) month period for which this Agreement was automatically renewed.

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

ARTICLE XVIII

THE NEGOTIATION PROCEDURE FOR FUTURE AGREEMENTS

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

ARTICLE XIX

ACADEMIC FREEDOM

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

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

ARTICLE XX
CONFORMITY TO LAW

- A. This Agreement is subject in all respects to the laws of the United States and the State of New Jersey. In the event that any provision of this Agreement shall at any time be held to be contrary to law, such provision shall be void and inoperative. All other provisions of this Agreement shall continue in effect.
- B. It is understood and agreed that any provision of this Agreement which requires amendment to existing law or the appropriation of funds for its implementation shall take effect only after the necessary legislative action.
- C. The Association agrees that, in the event any provision of this Agreement would inhibit Federal funding, it would be willing to reopen negotiations with respect to a substitute for the affected provision to the extent permitted by law.

ARTICLE XXI

PATENT POLICY

The parties agree that the mandatorily negotiable terms and conditions of employment in the University Policy entitled, entitled "Patent Policy," Section No. 50.3.1 and revised as of 4/1996 and 7/2013, shall be part of, and deemed included in, this Agreement. The parties agree that immediately following the ratification of this Agreement by the membership of the AAUP-BHSNJ, the parties will commence negotiations over revisions to the mandatorily negotiable portions of the Patent Policy.

ARTICLE XXII

RULES GOVERNING WORKING CONDITIONS

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

ARTICLE XXIII

REDUCTION IN FORCE OF TENURED FACULTY UNIT MEMBERS

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

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

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

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

ARTICLE XXIV

HEALTH AND SAFETY

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

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

- B. Negotiations unit members are responsible for reporting health and safety problems to their dean or director and to the Rutgers Environmental Health & Safety Department.
- C. No negotiations unit member shall be required to work under conditions where there has been a determination, on a reasonable basis in fact, that those conditions pose an imminent danger to health and safety. It shall be the responsibility of the University to make such determinations as rapidly as possible.

D. Information

1. The AAUP-BHSNJ may request from the University information concerning health and safety matters affecting negotiations unit members, and the University shall provide the information requested, including, but not limited to, the results of health and safety inspections of University facilities in which unit members are employed conducted by Federal, State and local agencies having jurisdiction.
2. In the event that the requested information is directly involved in pending litigation between the parties, the AAUP-BHSNJ will not request the information under the procedure set forth in this Article but may rely only on any rights it has pursuant to the pending litigation.
3. In the event that the requested information is directly involved in pending litigation between the University and any other party, then the AAUP-BHSNJ and the University agree to limit access to the information to a designated official of the AAUP-BHSNJ. Such official may not be a party to or involved in the pending litigation. The designated official of the AAUP-BHSNJ shall not disclose such information, either directly or indirectly, except in discussions with appropriate University officials and in arbitration procedures arising under this Article V of the Agreement. In the event it becomes necessary for the AAUP-BHSNJ to disclose such information in an arbitration proceeding, the parties agree that such arbitration shall be closed and the record thereof sealed. This provision shall not prevent the AAUP-BHSNJ from discussing the information with its counsel.
4. When the AAUP-BHSNJ requests health and safety information, it agrees to cooperate fully with the University in the acquisition of such information.

5. The University and the AAUP-BHSNJ agree that when such a request for information will require significant expenditure of time and/or funds, the parties shall bear such costs equally.
- E. When the University determines to remove asbestos from a building or a portion of a building in which members of the AAUP-BHSNJ negotiations unit work (and usually prior to the development of specifications for the removal project), the University shall inform the AAUP-BHSNJ and, if the AAUP-BHSNJ so requests, the University shall meet with the AAUP-BHSNJ to discuss the effect, if any, of such removal on negotiations unit members. Except for minor asbestos projects, the University shall notify the AAUP-BHSNJ no later than ten working days after a contract is awarded for asbestos removal and identify the contractor; the AAUP-BHSNJ will notify the University within one (1) working day of its receipt of notification of its desire to meet with the University prior to the beginning of the work.

When asbestos is being removed from a portion of a building and members of the AAUP-BHSNJ negotiations unit continue to work in other portions of that building, the University shall forward to the AAUP-BHSNJ promptly upon receipt all reports made by the independent safety monitor, if requested. Whenever an air test result exceeds the standard for PCM and TEM outside a containment barrier, the AAUP-BHSNJ shall be simultaneously informed of the corrective steps being taken. Follow-up test results will be reported as soon as they are available. In addition, the University will make available to the AAUP-BHSNJ promptly the results and descriptions of air sample tests,⁴ if any, made by the Rutgers Environmental Health & Safety Department to monitor building conditions while the removal is in progress.

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

⁴ When air sample tests are made, the descriptions of testing procedures shall include the number of tests, the location of tests, and, for each sample, the type of microscopic analysis, the type of filter, the air flow, and the duration of the test.

ARTICLE XXV

SABBATICAL LEAVE PROGRAM

The sabbatical program provides a means for improving and sustaining the professional competence of faculty to the benefit and enrichment of the educational, research, health care or service programs of the University. A period of paid leave may be granted on the basis of demonstrated service to RBHS and an application describing a program of planned study, formal education, research, writing or equivalent activities. As such, sabbatical leaves are only applicable to career tracks that require scholarship.

Eligibility

1. Faculty with .5 FTE or greater who have completed at least six consecutive years of faculty service at Rutgers are eligible for a sabbatical leave of six months at full academic base salary and a sabbatical leave of one-year at one-half academic base salary.
2. Prior Service at Other Institutions: Faculty members may request one-half year of eligibility for every year of full-time prior service at other institutions at the rank of Assistant Professor or above. The request is limited to four years of eligibility (eight years of prior service at other institutions) for a full year of six-month sabbatical. Prior service may not be counted if previously used toward a sabbatical or other leave at another institution.
3. One cannot "bank" eligible years. Once a sabbatical leave is taken, regardless of the number of years since the prior sabbatical leave, eligibility must be established anew. The only exception to this (as noted below) is when an approved sabbatical leave is delayed for up to one-year for University necessity.
4. Previous Leaves: Once a faculty member has been awarded a sabbatical leave (for either six-month or one-year periods), regardless of the number of years since a prior sabbatical leave, he or she is not eligible for a subsequent sabbatical leave of either six months or one year in duration until he or she has provided six years of faculty service at RBHS following the most recent sabbatical leave. The time between split leaves will count toward eligibility for subsequent leaves. Whenever a sabbatical leave is delayed at the written request of and for the benefit of the University, the period of such delay, up to a maximum of one-year, shall be counted as service subsequent to the delayed sabbatical leave.
5. A faculty member in the last year of the probationary period or in a terminal year is not eligible for a sabbatical.

Application

The application for a sabbatical with detailed description of the planned activities and purpose must be approved by the chair, a standing committee of the faculty of the School, the Dean of the School, and the RBHS Chancellor. The application process must be initiated at the School with sufficient time prior to the date of the leave is to be begin to allow for the application to be received by the Office of Faculty Affairs-RBHS, at least three (3) months prior to the leave date. Upon return from the leave, a brief report on activities and accomplishments must be submitted to the Dean for an annual report to the RBHS Chancellor.

If the Dean or RBHS Chancellor disagree with the recommendation of the chair and/or standing committee, and deny the application, the Dean or RBHS Chancellor shall provide a statement with the reason for denial.

Salary Amount

Full academic base salary will be paid for a sabbatical leave of six months and one-half academic base salary will be paid for one-year leave. Faculty practice and patient services salary components are not guaranteed during the leave but may be authorized in whole or in part by the chair if funds are available.

Faculty are strongly urged to seek extramural support for salary, travel, per diem support, equipment and other expenses during the sabbatical. Salary support from external sources will reduce the salary from the University during a six-month leave but may be used to supplement the one-half salary during a year's leave.

Applicable federal income tax, FICA, Medicare, state income tax, and state unemployment and disability tax will be based on the sabbatical salary and any compensation earned from externally funded sources. The mandatory employee retirement contributions (along with any employer retirement contributions) and supplemental 403(b) plan contributions will also be based on the sabbatical salary.

ARTICLE XXVI

TERMINATION FOR CAUSE

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

A. Grounds

The following may constitute grounds for termination:

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

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 AAUP-BHSNJ 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, or designee, the President, or the President's designee, shall conduct the meeting to ascertain the validity of the charges. Within ten working days of the meeting, the Executive Vice President, or designee, or the President, or designee, shall notify the unit member, with a copy to the AAUP-BHSNJ, both to be sent via 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 AAUP-BHSNJ 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 AAUP-

BHSNJ by the date of the meeting. Following review of documents not previously provided, the AAUP-BHSNJ may request up to a seven (7) calendar day adjournment of the meeting.

C. Appeal

1. Within thirty (30) calendar days of receipt of the notice of intended discipline, the AAUP-BHSNJ may seek binding arbitration by giving notice to the Office of Academic Labor Relations. The arbitrator shall be selected from the panel of arbitrators jointly agreed to by the parties for the arbitration of grievances pursuant to Article V. If notice to proceed to binding arbitration is not filed within thirty (30) calendar days of receipt of the notice of intended discipline, the unit member shall have waived the right to arbitration, and the intended discipline shall be final and binding.
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 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 Union prior to the meeting discussed in Paragraph B of this Article.
2. In addition, AAUP-BHSNJ 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 assigned to preside at the arbitration hearing may assist the parties in resolving disputes regarding documents requested pursuant to this Article.
4. At the hearing, the unit member may be represented by the AAUP-BHSNJ or a legal representative of his/her own choosing. A representative of the AAUP-BHSNJ 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 AAUP-BHSNJ 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.

ARTICLE XXVII

NOTICE OF NON-REAPPOINTMENT

- A. Written notice that a term appointment is not to be renewed upon expiration shall be given to a faculty member by the University as soon as possible and not less than: a) four months prior to the expiration of a one-year appointment; b) six months prior to the expiration of a two-year appointment; and c) twelve months prior to the expiration of an appointment longer than two years.
- B. Coterminous faculty shall be given written notice that the appointment will end not less than (a) ninety (90) calendar days prior to the expiration of an appointment; or (b) ninety (90) calendar days following receipt of notice that funding is ending/reduced for the faculty member, whichever is sooner.

ARTICLE XXVIII

LEAVE FOR FAMILY AND MEDICAL REASONS

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

A. Short-term disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom are, for all job-related purposes, treated like other short-term disabilities. All employment policies and practices involving commencement and duration of leave, availability of extensions, accrual of seniority and other benefits and privileges, and reinstatement and payment, shall be applied to short-term disabilities due to the above causes as they are applied to other short-term disabilities of members of the negotiations unit.

B. New parents may use up to one year of paid sick time or sick leave, float time and/or vacation leave, even if not yet accrued, to bond with their child.¹

C. In addition, effective July 1, 2021, the University shall provide a one-time allotment of (10) ten paid days (prorated by FTE) to new parents during their first two years of employment for bonding with a child, without charge to the unit member's vacation, float day, or sick leave balances. This paragraph C shall sunset on July 31, 2022.

D. If a new parent uses unaccrued sick time, float time and vacation leave for bonding with a child, the unaccrued time shall be repaid in subsequent years at the rate of fifteen (15) paid leave days per year, to be deducted from the sick time, float time and vacation leave to which the unit member is entitled. The negotiations unit member shall determine how the deductions will be divided among his/her paid leave entitlements. If the negotiations unit member separates from the University before accruing sufficient time to repay time used for bonding leave, the negotiations unit member shall be required to reimburse the University for such paid time off.

E. The use of paid leave time for bonding with a child shall run concurrently with a unit member's entitlement to statutory leave under Section II, below.

II. Federal Family and Medical Leave, New Jersey Family Leave, New Jersey Safe Act Leave, Other Leave

If a department or unit becomes aware that a negotiations unit member requires a leave of absence for his/her 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 University Human Resources or designee 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

¹ This permits a new parent to use the amount of sick leave, vacation leave, vacation leave and float time they would accrue in one year for the purposes of bonding with a child.

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.

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.

If a negotiations unit member seeks leave for a qualifying reason under one or more of these statutes, but the unit member is ineligible for such leave under the statute, and the unit member has exhausted all paid time off as set forth above, 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). To seek additional leave as an accommodation, the negotiations unit member must submit such a request to the Rutgers Office of Academic Labor Relations and comply with the reasonable accommodation process.

III. Tenure Track Probationary Periods

1. 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 his/her 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 probation 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.

2. 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.

3. 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 his/her probationary period.

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

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.

ARTICLE XXIX

LEAVE OF ABSENCE WITHOUT PAY

A. Leaves of absence without pay are for the purpose of professional development or the completion of a terminal degree. Such leaves may be for a period up to two consecutive years.

B. The granting of a leave of absence without pay to members of the faculty is subject to the needs of the department/division/program and School and requires the approval of the department chairperson, the dean and the Chancellor. Such approval may not be unreasonably withheld, and a written statement of the reasons for withholding approval shall be given to the faculty member upon request within ten working days of that request.

C. A request for a leave of absence without pay shall normally be made one year in advance, shall be made in writing to the department chair and will specify the requested dates of commencement and termination of the leave. The date for the commencement and termination of such leave shall be at the discretion of the University, but normally such leave shall commence on July 1 or on January 1 and shall terminate on December 31 or June 30.

D. If a faculty member is granted a leave of absence without pay, he/she may submit a request in writing to the department chair for an exclusion of time from the probationary period. Such a request requires approval from the department chair, the dean and the Provost. 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 his/her probationary period.

E. If eligible, a faculty member who has been on a leave shall receive on return any salary improvements to the academic base salary he/she would have received had he/she been serving at Rutgers during the leave period.

F. Normal University policy regarding benefits during a period of leave without pay shall apply. The University shall provide to faculty members who are beginning a leave of absence without pay the forms and instructions necessary to re-enrolling in those benefit plans for which they are eligible upon their return to paid employment.

ARTICLE XXX

FACULTY PERSONNEL GRIEVANCE PROCEDURE

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

A. Definitions of a Grievance and Grievant

A. 1. A grievance under Article XXX 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, (iii) Article XXXVI of this Agreement, and/or (iv) a University Policy or an established practice of the University related to reappointment or promotion. An established practice within the meaning of this Article is one which is not inconsistent with either a University Policy or a provision of this Agreement. A violation is material if it has an important influence or effect upon the evaluation.

or

A. 1. b. the evaluation was based on (i) discrimination¹ 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 inconsistency² 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.

or

¹ Grievances alleging discrimination on the basis of any protected classification identified in Article XIV, Prohibited Discrimination and Prohibited Harassment, shall follow the process outlined in Appendix I.

² For purposes of this grievance procedure, "factual inconsistency" does not mean disagreements with or between the academic judgement of any evaluator or evaluate body.

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

B. Grievances Concerning Original Evaluations

B. 1. Pre-Hearing Procedures

- B. 1. a. An individual who intends to file a grievance under this procedure must so notify the Office of Academic Labor Relations in writing within 30 working days of the date on which the AAUP-BHSNJ receives from the University written notice of the negative personnel action, as set forth in Article XXXVI. A notice of intent to file a grievance is not considered a grievance.
- B. 1. b. Within 60 working days, for candidates for reappointment and tenure, and 90 working days for candidates for promotion to Professor or Distinguished Professor, of the date of receipt of the letter of intent to file as specified in a. above, the grievance statement, as defined in A.3 above, shall be filed with the Office of Academic Labor Relations according to the rules specified below. Such grievances shall be logged in as to date of receipt and a copy forwarded within one working day to the AAUP-BHSNJ and to the Reviewing Officer.
- B. 1.c. Such grievances shall be reviewed by the Reviewing Officer who shall determine if the grievance filing complies with Section A. 1. above and Section H. below. The

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

- B. 1. c. [1] Do the allegations contained in the grievance statement conform to the definitions of an Article XXX grievance as set forth in A. 1. above?
- B. 1. c. [2] Are the letter of intent to file and/or the grievance statement timely filed in accord with B.1.a. and B.1.b. above?
- B. 1. d. The Reviewing Officer shall forward to the designated University Representative each grievance statement that meets the filing requirements within 15 working days of the Reviewing Officer's receipt of the grievance. At the same time, a copy of the grievance statement with confirmation of acceptance shall be sent to the grievant and to the AAUP-BHSNJ.
- B. 1. e. If the Reviewing Officer finds that a grievance statement does not meet the filing requirements, he/she shall return it to the grievant within 15 working days with a written statement specifying the defects leading to its rejection. A copy of such statement shall at the same time be sent to the AAUP-BHSNJ. If the Reviewing Officer is unable to meet the deadlines specified herein, he/she shall so notify the AAUP-BHSNJ in writing.
- B. 1. f. Unless the Reviewing Officer has held the grievance to be untimely, the grievant may resubmit revised allegations with a signature page signed by the grievant within 15 working days of receipt of the letter rejecting the allegations. Such resubmission to the Reviewing Officer shall be handled according to the above procedure. Allegation(s) not revised and resubmitted by the grievant or appealed in accordance with B.1.h. below shall constitute withdrawal of the allegation(s).
- B. 1. g. Within 15 working days of the conclusion of the Reviewing Officer and/or Permanent Referee Procedures, the grievant shall file a final signed grievance statement with the Office of Academic Labor Relations. The final grievance statement may include a request for any documents and/or other information needed to complete the presentation of the grievance, and should explain the relevance of the requested material to the alleged violations. Reasonable request for information may be made prior to and/or after the grievance statement has been filed.
- B. 1. h. If the Reviewing Officer finds the grievance to be untimely, the AAUP-BHSNJ may appeal this finding to the Permanent Referee, as provided below.
- B. 1. i. In the event the action taken by the Reviewing Officer is unacceptable to the grievant, the grievant may request that the AAUP-BHSNJ pursue an appeal on his/her behalf. Such request must be made in writing and received by the AAUP-BHSNJ within 5 working days of the grievant's receipt of the Reviewing Officer's letter of rejection. The AAUP-BHSNJ may:
 - B. 1. i. [1] Submit the issue in writing to the Permanent Referee. Such submission must be accompanied by the Reviewing Officer's finding and be made within 15 working days of grievant's receipt of the Reviewing Officer's action. A copy of the submission shall be at the same time sent to the Reviewing Officer.

If the AAUP-BHSNJ determines that it needs more time to arrive at a decision on whether to file an appeal as requested by a grievant, it will notify the Reviewing

Officer prior to the expiration of the period for filing an appeal and such notice will automatically extend the deadline for submitting an appeal to the Permanent Referee by an additional 20 working days.

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

- B. 1. i. [2] The Permanent Referee shall not address the substance of the grievance or base his/her decision on the substance of the grievance. The Permanent Referee shall confine his or her review to two questions.
- B. 1. i. [2] [a] Do the allegations contained in the grievance statement conform to the definitions of an Article XXX 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 AAUP-BHSNJ and the University.
- B. 1. i. [4] If the Permanent Referee sustains the claim that the grievance filing meets the filing requirements, or should be accepted as timely filed, he/she shall forward notice of acceptance to the grievant, the AAUP-BHSNJ, and the Reviewing Officer.
- B. 1. i. [5] If the Permanent Referee rejects the claim that the grievance statement meets the filing requirements, he/she shall notify the grievant, the AAUP-BHSNJ and the Reviewing Officer of his/her decision in writing. If the grievance has been rejected for reasons other than timeliness, the grievance may be revised and resubmitted according to the provisions of B.1.f. above. The decision of the Permanent Referee shall explain the reasons for rejecting the grievant's claim. Copies of the decision shall be sent to the AAUP-BHSNJ and the Reviewing Officer.
- B. 1. i. [6] The decision of the Permanent Referee shall be binding on the grievant, the University, and the AAUP-BHSNJ.
- B. 1. j. Within 25 working days of receipt of the final grievance statement (after all allegations submitted have been vetted by the Reviewing Officer and, if applicable, Permanent Referee), the University shall forward a written response to the particulars of the grievance to the grievant and to the AAUP-BHSNJ. The University's response shall address each allegation, identify and attach, if possible, any documents pertinent to the grievance, and identify, to the extent possible, potential witnesses and explain the nature and the relevance of their testimony to the allegations. At the same time, the University shall forward the grievance statement, the University's response to the grievance, the neutral reader's report,

if available, and the grievant's reappointment/promotion packet, excluding the supplementary materials and the external confidential letters of evaluation to the Grievance Committee, if a full grievance committee has been constituted (named and briefed).

B. 1. k. Within 20 working days of a request for documents and/or information (See A.3.g. above.), the University shall, insofar as it is possible for it to do so, make available to the grievant all relevant requested documents and information, other than outside confidential letters and the promotion packets of other faculty.

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

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

B. 1. l. [1] If the grievant asserts that the outside confidential letters are a factor in a grievance, 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 member of the faculty at the rank of professor or above who has served within the past 7 years as a member of the Promotion Review Committee, an advisory Committee on Appointments and Promotions, or as a dean, and who has not participated in the evaluation.

B. 1. l. [4] The grievant may request that one or both of the following questions be addressed by the neutral readers: (1) In the opinion of the neutral readers, is the content of the letters inaccurately characterized or distorted in the narratives of the evaluators? If so, explain. (2) In the opinion of the neutral readers, have the evaluators relied in their assessments on letters that are not in accord with the criteria as set forth in the University Policy with Respect to Academic Appointments and Promotions, or that exhibit discrimination and/or enmity, as defined in Section A.1.b. above? If so, explain.

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

B. 1. l. [5] The letters and the questions shall be provided to the neutral readers in the office of the chancellor or the appropriate dean. The neutral readers shall meet to review the letters and prepare their report at a time mutually convenient to them within 20 working days of their selection. During their review session, the neutral readers shall review the letters and the promotion packet and shall jointly draft a written response to the questions. If the neutral readers have a significant difference of view, they may express that difference in their written report. The neutral readers shall not take

the letters into their own possession, shall not copy the letters, and shall take every precaution to protect at all times the confidentiality of the contents of the letters and the identity of the writers.

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

- B. 1. i. [6] The signed and dated report of the neutral readers shall be forwarded to the AAUP-BHSNJ by the University within two working days of its receipt by the University.
- B. 1. i. [7] After receipt of the report of the neutral readers, either the grievant or the University Representative may request that the Grievance Committee review the external confidential letters. Once the Grievance Committee receives the letters, the Committee shall not make them available to the University Representative, the grievant, his/her advisors, or to the AAUP-BHSNJ and shall take every precaution to protect the confidentiality of the contents of the letters and the identity of the writers. The Grievance Committee members shall return all copies of the promotion packet and the external confidential letters to the University Representative once the Committee has rendered its decision.

B. 2. Hearing Procedures

- B. 2.a. The Grievance Committee shall make a good faith effort to meet to hear the grievance within 10 working days of receipt of the material specified in B.1.j. above, and may request at the time of scheduling that the grievant and/or the University be prepared at that meeting to present the testimony of witnesses on specific issues raised in the grievance statement, to further explain specific issues raised in the grievance statement, to present additional documentation, and/or generally to present their case.
- B. 2.b. The chair of the Grievance Committee is responsible for the conduct of the hearing although all three members have equal authority and, if consensus cannot be reached, any two of the three suffice for a Committee decision. The total time allotted to the hearing of a grievance ordinarily shall not exceed two working days, generally equally apportioned to the grievant's presentation and the University's response, unless the Committee approves a request by either side for additional time. The Grievance Committee may pose any questions it deems appropriate to the grievant, the grievant's representative, the University Representative, or to any individual whose testimony is presented by the University or the grievant.
- B. 2.c. The University Representative shall be the person designated by the University to present its case. The University Representative shall be identified in the University's response. If the University changes its Representative, it will notify the AAUP-BHSNJ. The University Representative may be assisted by two advisors who shall also be identified in the University's response.
- B. 2.d. The grievant may be represented and assisted by two advisors approved by the AAUP-BHSNJ. The grievant's advisors shall be named in the grievance statement if known at the time of filing or promptly when selected afterward. The University has the right to assume that any advisor who appears with the grievant is approved by the AAUP-BHSNJ. If the grievant changes his/her advisors, the grievant will notify the University Representative.

- B. 2.e. The University Representative, the University Representative's advisors, and the grievant's advisors shall be employees of the University or of the AAUP-BHSNJ, unless the parties agree to waive this requirement in individual instances.
- B. 2.f. If the grievant, the grievant's advisor(s), the University Representative or the University Representative's advisors offer(s) testimony, he/she may be questioned by the other party or by the Grievance Committee.
- B. 2.g. All of the grievant's allegations shall have been specified in the grievance statement. However, where information relevant to an alleged violation becomes known subsequent to the filing of the Grievance Statement, the grievant may file an amendment to the Grievance Statement. In such instance, the proposed amendment should be in writing in the form of a memorandum addressed to the grievance committee, with a copy to the University Representative, which provides full information about the new allegation in accordance with Section A.3 of this procedure, and which explains the reasons why the grievance statement is being amended at that time. The University shall have 5 working days within which to review the amendment pursuant to the Reviewing Officer procedure set forth above. If as a result of such Reviewing officer procedure the University accepts the new allegation, the University shall have ten (10) working days to provide a written response to the allegation
- If the University Representative does not accept the new allegation as appropriate to this procedure, the grievant may forward his/her proposed amendment to the Reviewing Officer immediately, and it will be processed in accordance with Section above.
- B. 2. h. Within five working days of the final hearing session, the Committee shall make a good faith effort to render a decision in writing. The decision shall address all allegations raised in the grievance. For each allegation, the Grievance Committee shall determine if the alleged violation has been proven. For each allegation sustained by the Grievance Committee, the Committee shall identify who committed the specific violation and which level of evaluation was affected by the violation. The Committee shall not make judgments as to whether the grievant should receive reappointment, promotion, and/or tenure. Further, the Committee will address and make findings about only those allegations set forth either in the grievance statement or an amendment to it and pursued by the grievant. The Committee's decision, recorded on a form agreed to by the AAUP-BHSNJ and the Senior Vice President for Academic Affairs or his/her designee, shall be binding on the University, the grievant, and the AAUP-BHSNJ. The Grievance Committee shall send its decision to the grievant, the AAUP-BHSNJ, the University Representative, the appropriate chancellor, the Senior Vice President for Academic Affairs, the Office of Academic Labor Relations, and to each evaluator or evaluating body concerned in a violation sustained by the Grievance Committee. It is University practice to exclude from remanded evaluations, evaluators against whom charges of discrimination or enmity have been sustained.
- B. 2.i. The grievant has the burden of proof. The burden of proof shall be met when the preponderance of evidence about an alleged fact and/or alleged violation is sufficient to sustain the allegation.
- B. 2. j. If the Grievance Committee sustains the grievance, it shall order a remand, which is the sole and exclusive remedy under this procedure.

- B. 2. k. Within 20 working days of receipt of the Grievance Committee's decision by the AAUP-BHSNJ and the University, the University Representative or other appropriate office of the University will prepare draft remand instructions and forward them to the grievant and AAUP-BHSNJ for review.
- B. 2. l. If the University and the grievant reach agreement concerning the remand, it will be reduced to writing and signed by the University Representative and the grievant. Such remedy shall be implemented promptly.
- B. 2.m. If no agreement is reached within 10 working days of issuance of the draft remand instructions referred to in B.2.k. above, the University Representative shall issue instructions for the remanded evaluation with copies to the grievant and the AAUP-BHSNJ. Such remand shall be implemented promptly and shall be fashioned to remedy identified defects. The instructions shall constitute the 30-day notice, pursuant to Article XXXVI of this Agreement.
- B. 2.n. If the grievant alleges that the University Representative's instructions for the remand procedure do not correct the defects found by the Grievance Committee, the grievant may request in writing, within five working days of receipt of the instructions, that the Senior Vice President for Academic Affairs or his/her designee meet with the grievant and his/her grievance advisors, the University Representative and his/her advisors, and the grievance committee to discuss the remand instructions, after which he/she will provide a binding decision to the University as to whether or not the instructions eliminate the defects found by the Grievance Committee. The remand shall then be implemented promptly. The remand procedure may not be challenged in any other way until it has been implemented by the University and a decision on the re-evaluation has been made.
- B. 2.o. In a remanded evaluation, items listed on the original Form 1 may be updated by an addendum to Form 1 to reflect changes in status in those items. No changes may be made in the original Form 1.
- B. 2. p. Any individual or any representative of a body against whom allegations are brought may be present at the hearing, unless the grievant objects. If, however, the grievant is represented or assisted by a member of his/her own department, he/she may not object to the presence of a department member or any other member of the negotiations unit against whom an allegation has been made. In addition, other observers of the hearing are permitted with the consent of the grievant and the University representative.
- B. 2. q. Either party may tape record the proceedings of the hearings, but the tape shall not constitute an official record. The tape may be used only in the grievance hearing or for the purpose of preparing the case and may not be used for any other purpose in any other forum.
- B. 2. r. Each grievance shall be considered de novo, and no decision or finding from one grievance may be introduced or referred to as precedent in any other grievance. However, a grievant shall be permitted to introduce as evidence in a grievance proceeding the decision in a prior grievance filed by him/herself.

C. Confidentiality

The University and the AAUP-BHSNJ have a vital interest in confidentiality in order to preserve the impartiality of the process, the reputation of the institution, and the peace of the academic environment. Therefore, all participants in a grievance proceeding have an obligation to maintain strictly the confidentiality of that proceeding.

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

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

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

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

Each person to whom disclosure is made shall be provided, prior to disclosure, a copy of this confidentiality provision and the no reprisals provision (G.2.), and shall not use the information about the grievant and the University Representative.

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

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

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

- D. 1. A question arising during the processing of a grievance under this procedure concerning the interpretation and/or application of this procedure may be raised by the grievant or the University Representative as a matter for determination by the Grievance Committee.
- D. 1. a. In the event the Grievance Committee declines to determine the matter or the grievant or the University Representative is not satisfied with the soundness of its interpretation and/or application, that procedural issue shall be referred to the Permanent Referee, in accordance with Section D.3. below.
- D. 1. b. If such issue is referred to the Permanent Referee, the grievant and/or the University Representative may request that the hearing be suspended pending his/her review.
- D. 1. c. If suspension is not requested, the hearing may proceed to consider matters on which no issue of interpretation or application of this procedure has been raised.
- D. 1. d. A ruling made by the Grievance Committee on the interpretation or application of this procedure that is not referred by the grievant or the University Representative to the Permanent Referee at the time of such ruling shall be binding for this and only this case.

- D.2. A question concerning a matter of procedure not specifically addressed by this procedure shall be referred within five working days of the date the issue arose to the parties to this Agreement (AAUP-BHSNJ and the University) for a joint determination that shall amend the procedure on this question.

Should the AAUP-BHSNJ and the University fail to reach such agreement within five working days of submission to them, the question may be submitted to the Grievance Committee by either party for an ad hoc procedure to be implemented in the instant case as a reasonable solution to the issue at hand. Any such ad hoc procedure shall not be a precedent in any other case. The Grievance Committee shall render a decision within seven working days of the date the matter was submitted to it.

- D. 3. The Permanent Referee shall have the authority to make binding decisions on the Interpretation and/or the application of provisions of this procedure where such issues are referred to it under the provision of D.1. Matters so referred shall be handled as follows:
- D. 3. a. The grievant and/or University Representative shall submit their respective claims in writing to the parties to the Agreement (AAUP-BHSNJ and the University) within two working days of the date the issue arose. The parties shall each prepare a written position on the issue to be forwarded to the Permanent Referee, with each party copying the other, within five working days of receipt of the statement of claim.
- D. 3. b. Either the AAUP-BHSNJ or the University may request a hearing on the matter before the Permanent Referee. Such request shall be made at the time of the party's submission of its position to the Permanent Referee.
- D. 3. c. If no hearing is requested, the Permanent Referee may request a meeting with the parties to this Agreement to discuss the matter. Any hearing or meeting shall take

place within five working days of the Permanent Referee's receipt of the parties' submissions.

- D. 3. d. The Permanent Referee shall render his/her decision on the matter within seven working days of the receipt of the parties' submissions. A ruling by the Permanent Referee on the interpretation and/or application of this Agreement shall be binding on the grievant, the University and the AAUP-BHSNJ.
- D. 3. e. The decision of the Permanent Referee shall be rendered in accordance with law and shall be within the scope of his/her authority as provided in this procedure.

E. Appeals of Remanded Evaluations

- E. 1. Letters of intent to grieve and grievance statements, as defined in B. above, shall be filed with the Office of Academic Labor Relations in accordance with the schedule and provisions therein.
- E. 2. Within 25 working days of receipt of the final grievance statement (after all allegations submitted have been vetted by the Reviewing Officer and, if applicable, Permanent Referee) the Office of Academic Labor Relations shall forward a written response to the particulars of the grievance to the grievant and to the AAUP-BHSNJ. At the same time, the University shall forward the grievance statement and the University's response to the grievance to the Faculty Appeals Board, if constituted. The University's response shall address each allegation and shall identify and attach, if possible, any documents pertinent to the grievance. The University shall also forward, at the same time, the grievant's reappointment/promotion packet, and make available to the Appeals Board, the external confidential letters of evaluation, and, if the Faculty Appeals Board so requests, shall also make available the supplementary materials to the reappointment/promotion packet.
- E. 3. If the grievant intends to request documents and/or other information from the University, he/she shall do so in writing, on the appropriate form with the grievance filing. Reasonable request for information may also be made in writing prior to and/or after the filing of the grievance statement. All such requests shall explain the relevance of the requested information or documents to the alleged violations.
- E. 4. External confidential letters of evaluation shall not be made available to the grievant or to his/her advisors, or to the University Representative for the purpose of this proceeding. The Faculty Appeals Board shall exercise all due diligence in protecting the confidentiality of the external letters and shall return all copies of the promotion packet and the external confidential letters to the University Representative once the Board has rendered its decision.
- E. 5. The Faculty Appeals Board shall make a good faith effort to meet to hear the appeal no later than within one month of receipt of the material specified in E.2. above. If there is more than one grievance before the Appeals Board, priority shall be given to hearing and deciding grievances in which the grievant's employment is due to terminate. If the Faculty Appeals Board deems the caseload to warrant it, the Board may constitute, from among its members, two or more three-member panels. Generally, the Faculty Appeals Board will review only the written record, except that the grievant, at his/her request, shall have the right to appear before the Board for up to one hour for the purpose of presenting his/her case and answering any questions the Board might have. The grievant may be accompanied by his/her AAUP-BHSNJ representative. The University Representative and his/her advisor shall be present and shall have the opportunity to respond. At its sole discretion, the Board

may request from the grievant or the University Representative additional materials or oral or written explanations.

E. 6. The Faculty Appeals Board shall render a decision in writing on a form appropriate to its finding. Such form shall be agreed upon by the AAUP-BHSNJ and the University.

E. 6. a. The Board may deny the grievance. A denial of the grievance is final and binding on the grievant, the AAUP-BHSNJ, and the University, and no further grievance or appeal may be made by the faculty member. This finding shall be forwarded immediately to the AAUP-BHSNJ by the University.

E. 6. b. The Board may order a remanded evaluation. An order for a remanded evaluation is binding on the grievant, the AAUP-BHSNJ, and the University, and, if a remand is ordered, the Faculty Appeals Board shall provide advice to the University in structuring the remand. This finding shall be forwarded immediately to the AAUP-BHSNJ by the University.

E. 6. c. The Board may recommend to the Promotion Review Committee that the faculty member receive reappointment, promotion, and/or tenure. This recommendation must be considered by the President along with all other recommendations of the Promotion Review Committee. Such recommendation, made on the appropriate form, shall evaluate the candidate's performance in each of the applicable criteria and shall include the Faculty Appeals Board's rationale for the recommendation. Notification that such recommendation has been made shall be forwarded immediately to the AAUP-BHSNJ by the University.

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

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

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

F. 1. Permanent Referee

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

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

F. 2. Grievance Committees

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

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

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

F. 3. Faculty Appeals Board

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

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

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

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

G. Miscellaneous

- G. 1. Grievance Committees do not have the authority to substitute their judgment for the academic judgment of persons charged with the responsibility for making such judgment. Further, neither the Grievance Committees nor the Faculty Appeals Board shall have the authority to amend, alter, or in any way change a provision of this Agreement, a University 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 twelve month extension of employment beginning July 1 following the decision.

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

- G. 4. A grievant shall not be evaluated while an Article XXX grievance is pending.
- G. 5. It is the understanding of the AAUP-BHSNJ and the University that all parties to the grievance procedure, including the Grievance Committee, the grievant, the grievant's representatives, the University's Representatives, and witnesses presented by the grievant and the University, are charged with the responsibility for cooperating in the scheduling and hearing of the grievance in an expeditious manner.
- G. 6. There shall be no ex parte communication regarding the substance of the grievance with the Grievance Committee or with the Faculty Appeals Board by the grievant, the University Representative, or their advisors, the AAUP-BHSNJ, or the University administration.

- G. 7. This Article XXX 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 Article XXX 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 Academic Labor Relations, in which case the delivery date will establish the timeliness of the filing. Grievances submitted from the Newark campuses as well as other locations outside New Brunswick shall be sent by United States mail to the Office of Academic Labor Relations, in which case the postmark date will establish the timeliness of filing. Electronic and fax transmissions submitted to the designated e-mail address or fax number of the Office of Academic Labor Relations are acceptable.
- H. 3. Requests for extensions of any of the time limits specified in this grievance procedure may be granted only by mutual agreement of the University and the AAUP-BHSNJ.
- H. 4. If a member of the bargaining unit intends to file an appeal to the Faculty Appeals Board and it is likely that his/her employment with the University would terminate prior to the date of a decision by the Faculty Appeals Board if the normal time schedule set forth in these procedures were followed, the grievant shall have the opportunity to utilize an accelerated schedule, as set forth below:
- H. 4. a. The grievant must notify the Office of Academic Labor Relations in writing of his/her intent to file a grievance within ten working days of the date on which the AAUP-BHSNJ receives notification of the negative personnel action and must indicate that he/she is utilizing the accelerated schedule.
- H. 4. b. Within 20 working days of the date of the letter of intent to file, as specified in H.4.a. above, but no later than ten working days prior to June 21, the grievance statement, as defined in A. 3. above, shall be filed with the Office of Academic Labor Relations.
- H. 4. c. Within ten working days of receipt of the grievance statement, but no later than June 21, the University shall forward the materials specified in section E.2. above.
- H. 4. d. The Faculty Appeals Board shall make a good faith effort to meet to hear the appeal within five working days of receipt of the material specified in E.2. above. If possible, the Faculty Appeals Board will render its written decision within five working days of its meeting. If that is not possible, the Faculty Appeals Board will render an oral decision within five working days and will render its written decision within ten working days, but no later than June 30.

- H. 4. e. If the grievant fails to meet any deadline set forth in this accelerated procedure, he/she shall lose all right to utilize it, and the grievance shall be heard in accordance with the regular time schedule set forth in this Article XXX grievance procedure.

ARTICLE XXXI

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 XXXII

EXPEDITED APPEAL OF DENIAL OF TENURE

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

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

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

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

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

If the candidacy is successful on the remanded evaluation, the reappointment or promotion with tenure shall be effective on July 1 of the year the reappointment or promotion with tenure would have been effective had the candidacy originally been successful. If the candidate is not tenured on the remanded evaluation, he/she shall enjoy the rights and privileges applicable to a candidate rejected after the initial evaluation and shall not be precluded from filing an Article XXX grievance or an Article XXXII expedited appeal to the PRC.

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

ARTICLE XXXIII

SCHOOL OF HEALTH PROFESSIONS FACULTY EFFORT DISTRIBUTION¹

Faculty Effort Distribution

Faculty effort will be distributed over the following areas. Overall percent effort must total 100% of the faculty member's FTE. Percent effort can be translated to "work days per week" with 100% effort (1.0 FTE) equaling 5 days per week time and effort. Faculty effort must be assigned and/or approved by the Chairperson but may be amended in collaboration between the Chairperson and Faculty member where appropriate. The Faculty member may appeal an effort determination assignment to the Reconciliation Committee. (see below)

- Teaching
 - Didactic or instructional activities including classroom, remote, online, hybrid, laboratory, and clinical instruction.
- Scholarship and Research
 - Scholarly activities supported by departmental funding, that is not intramural or extramural support
 - Funded research from other intramural sources such as School or University grant programs (index number must be provided and percent effort must match effort listed on grant)
 - Extramurally funded Research (index number must be provided, and percent effort must match effort on grant or research contract)

Most faculty will expend 10% (0.10 FTE) of their effort on unfunded scholarly activity which equates to one-half day per week. It is expected that this time is used to produce scholarly products including, but not limited to, peer-reviewed manuscripts, textbooks, textbook chapters, practice guidelines or extramural grants. If after a period of 3-5 years a faculty member does not produce scholarly materials this effort for unfunded scholarship will be reevaluated. Non-tenure professional practice track faculty and RBHS Lecturers/ Instructors who are likely to matriculate to the non-tenure professional practice track are excepted from this general guideline. Faculty who have intramural or extramural funding for research and scholarship may be provided additional percent effort.

- Clinical Practice as part of a University-based faculty practice and as assigned by the department chair
- School and/or University, Community or Professional Service - The percentage of effort for service is determined by the supervisor based upon approved service assignments. Generally, this effort is up to 10% but may be more based upon assignment.
- 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). If the faculty member is 100% coterminous with a contract or agreement, their effort will be distributed to the different categories within the performance evaluation based upon the terms of the contract or agreement.

¹ This article applies to faculty at .5 FTE and above.

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 faculty member's percent effort assigned to teaching as follows:

Faculty Effort	Maximum Credits Assigned		Work Day Equivalence
	12 month	10 month	
100%	27	22	5
90%	24	20	4.5
80%	22	18	4
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.

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

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% faculty effort. Activities to be considered for each category in the effort distribution formula include, but are not limited to the following:

(1) Teaching:

- Classroom teaching
- Online teaching
- Clinic and/or laboratory teaching
- Preparation of innovative teaching materials, instructional techniques, or design and development of new curricula
- Development of innovative and/or new courses
- Translation of in-person classroom courses to online format delivery
- Course coordination
- Direction of individual student work, e.g., independent studies, chairing theses or dissertations, special student projects, student research for credit, and seminars
- Participation as a member in a thesis or dissertation committee.
- Supervision of students being trained in clinical activities in practical and/or field sites

- Coordination of practical and/or field sites
- Transfer of existing online courses to new learning management systems (LMS) (updates of existing LMS would be excluded)
- Supervision of teaching assistants or student teachers
- Formal student academic or professional development activities

(2) Research and Scholarly Activities

- Scientific research
- Library research/writing
- Publication of articles, books, book chapters, monographs, bulletins, reviews, and other scholarly works
- Writing and submitting grant applications
- Receipt of competitive grants and/or research contracts
- Supervision of research staff including student research assistants working on faculty research
- Presentations at scholarly and professional conferences
- Preparation and application for and receipt of patents

(3) Service

a. University Service/University Governance

- Serve in membership and/or leadership roles in University level activities, e.g., University Senate, special ad hoc and standing committees, etc.
- Serve in membership and/or leadership roles in School level activities, e.g., special ad hoc and standing committees, etc.
- Serve in membership and/or leadership roles in departmental/program level activities, e.g., special ad hoc and standing committees, admission committees, etc.
- Participation in faculty recruitment activities
- Participation in student recruitment activities
- Administrative responsibilities
- Serve in special assignments such as representing the program, department, school or University at national and/or international meetings
- Mentoring of faculty within the University
- Development of processes or instruments useful in solving problems relevant to the mission and needs of the faculty member's unit

b. Professional Service

- Election to offices in professional associations and learned societies
- Serve on state, national, and/or international committees in professional organizations
- Serve on accreditation review bodies and/or provide consultation on accreditation to other universities/organizations
- Serve as editor or associate editor for professional journal
- Serve as consultant on problems appropriate to Faculty's discipline
- Conduct reviews of publications and/or grant/contract proposals

c. Public Service

- Providing information, advice, or assistance to governmental bodies or providing testimony at hearings of governmental bodies
- Provide educational needs assessment, program evaluation, program development, training, consultation, and technical assistance to local, state, national, and/or international

organizations

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

(4) Clinical Practice

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

The assignment of effort distribution for the upcoming academic year (September - August) is by the chairperson in consultation with the program director and will be completed and communicated to the Faculty by July 15th of the preceding academic year.

Faculty 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 faculty members appointed by the AAUP, 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 faculty member must make appeals to the Reconciliation Committee by July 30th. The Reconciliation Committee will identify a resolution within 15 business days of the receipt of the appeal.

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

Faculty Overload Pay:

During the term of this agreement, overload pay will be compensated as follows:

Fiscal Year 2021 and Fiscal Year 2022 \$1500 per credit

ARTICLE XXXIV

COMMITTEE ON PROFESSIONAL RELATIONS

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

ARTICLE XXXV

NTT GRIEVANCE PROCEDURE FOR DENIAL OF PROMOTION

The purpose of this Article is to help ensure the integrity of the promotion process for Non Tenure Track (NTT) faculty. This Article provides a process for determining whether evaluations resulting in the denial of a promotion were procedurally flawed and provides remedies in cases where such procedural flaws are found. With respect to promotion denials, disagreement with the academic judgment of any evaluator or evaluative body is not considered a flaw and is not cognizable. For purposes of this grievance procedure, writers of letters of evaluation are not considered evaluators.

Appeal Procedure for the Denial of a Promotion

The procedures set forth below are the established avenues for NTT grievances related to denial of promotion under the University's "Academic Promotion Instructions for Non-Tenure Track Faculty with Appointments in Rutgers Biomedical and Health Sciences" procedure or the "Appointments, Reappointments and/or Promotions of Non-Tenure Track Faculty in Rutgers Biomedical and Health Sciences."¹

1. Definition of a Grievance

A grievance pursuant to this procedure is an allegation that, in the course of evaluation for promotion, there occurred:

- a. A material² procedural violation of University policies and/or procedures related promotion considerations for non-tenure track faculty. This includes but is not limited to the Academic Promotion Instructions for Non-Tenure Track Faculty with Appointments in Rutgers Biomedical and Health Sciences" and/or their appendices; the "Appointments, Reappointments and/or Promotions of Non-Tenure Track Faculty in Rutgers Biomedical and Health Sciences" and/or their appendices; the Rutgers Biomedical and Health Sciences Policies and Guidelines Governing Appointments, Promotions, and Professional Activities of the Faculty, and established practices³ related promotion considerations of non-tenure track faculty;
- b. Discrimination or enmity by an evaluator or an evaluative body against the grievant;
- c. A material² factual inconsistency⁴ in the narrative of an evaluator or evaluative body with the record as presented in the candidate's packet;

1 If a grievance alleges anything other than the grounds as specified in Section .1(a)-Section.1.(d), it shall be submitted and handled in accordance with the procedures specified in Article V of this contract. Grievances alleging discrimination on the basis of any protected classification identified in Article XIV (Prohibited Discrimination and Prohibited Harassment) shall be follow the process outlined in Appendix I. In no case is a grievance concerning denial of promotion of NTT faculty governed by or cognizable under Article XXX of the parties' collective agreement.

2 A procedural violation or factual inconsistency is considered material if it has an important influence or effect upon the evaluation.

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

4 For purposes of this grievance procedure, "factual inconsistency" does not mean disagreements with or between the academic judgement of any evaluator or evaluative body.

- d. The evaluation was not in accord with i) the criteria for promotion as set forth in the University Policy with Respect to Academic Appointments and Promotions; ii) the criteria for promotion established by departments or units; or iii) the criteria for promotion set forth in the Rutgers Biomedical and Health Sciences Policies and Guidelines Governing Appointments, Promotions, and Professional Activities of the Faculty.

2. The Grievance Procedure

- a. Grievances shall be presented on a form jointly agreed to by the University and the AAUP-BHSNJ within the timeframes established below.
- b. The timeframes established below may be extended by mutual consent between the AAUP-BHSNJ and the Office of Academic Labor Relations.
- c. "Working days" are all days on which the administrative offices of the University are open for business as specified in the administrative working calendar.
- d. For purposes of this procedure, the University representative, the University representative's advisors and the grievant's advisors shall be employees of the University or of the AAUP-BHSNJ, unless the parties agree to waive this requirement in individual instances.
- e. A grievance under this Article must be filed by a faculty member with the Office of Academic Labor Relations within twenty (20) working days from the date on which the AAUP-BHSNJ received written notice of a faculty member's denial of promotion. Such grievances shall be logged in as to the date of receipt and a copy forwarded within one working day to the AAUP-BHSNJ. At the time of filing, the grievant shall identify his/her advisor(s) on the grievance form and provide contact information.
- f. If the grievance is timely filed and alleges one or more of the violations set forth in Sections A.1(a) through A.1(d) above, a grievance committee shall be convened.

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

- a. Grievance Committee members will be selected by the Chancellor's Office. The pool of eligible Committee members shall consist of AAUP-BHSNJ negotiations unit members at or above the rank of Associate Professor with at least five (5) consecutive years of full-time service as an NTT faculty member at the university. Annually, the Chancellor or his/her designee will randomly select twenty-five (25) faculty members, five from each of the four (4) non-tenure tracks (Teaching Track, Clinical Track, Professional Practice Track, and Research Track) and five (5) tenured faculty. The random process to be utilized will be jointly agreed to by the University's Office of Academic Labor Relations and the AAUP-BHSNJ. The randomly selected faculty members will then be listed in the order in which their names were selected.
- b. For each grievance that is timely filed and that alleges one or more of the violations set forth in Sections A.1(a) through A.1(d) above, three (3) individuals will be selected in numerical order to convene a grievance committee.
- c. No faculty member shall serve on a grievance committee for a case in which he/she has participated in the evaluation process.

- d. Committee members shall be notified of their selection by a joint letter from the University and AAUP-BHSNJ. At the same time, a copy of the grievance shall be sent to each committee member along with a copy of this grievance procedure, the grievant's promotion packet (excluding confidential letters of evaluation), and a copy of the "Grievance Committee Findings and Recommendation Form."⁵ The AAUP-BHSNJ shall inform the grievant of the committee selection.
- e. When possible, the letter of notification to the Committee will include identification of the University Representative and advisor(s) together with contact information; in all other cases, the Committee and AAUP-BHSNJ will be subsequently notified of the identification of the University Representative and advisor(s) and their contact information.
- f. The Committee members shall designate among themselves a member to serve as committee chair. The Committee Chair shall be responsible for scheduling a meeting with the grievant, his/her advisors, the University's representative and the University representative's advisors. The grievance committee shall make a good faith effort to meet to hear the grievance within fifteen (15) working days from notice of selection as set forth in 4 above.
- g. The grievant and the University representative may each be assisted by up to two (2) advisors at this meeting. There shall be no ex parte communication with members of the grievance committee under any circumstances.
- h. The grievance meeting is intended to provide an opportunity for the grievant to present his/her grievance and to answer any questions the committee may have. The grievant (or his/her advisors) and the University's representative shall be allowed up to one hour each to address the committee for a total meeting time of two hours unless the committee agrees to allow additional time. The meeting shall only address the allegations included in the grievance statement.
- i. Within five (5) working days of a meeting, the grievance committee shall make a good faith effort to render its decision on the "Grievance Committee Findings and Recommendation Form." The committee chair will be responsible for distribution of the completed form to the grievant, the AAUP-BHSNJ, the Chancellor, the Dean or Director of the unit, and the Office of Academic Labor Relations.⁶
- j. The grievance committee's role is limited to determining if the alleged violation has been proven by a preponderance of the evidence. For each allegation sustained by the grievance committee, the committee shall identify who committed the specific violation and which level of evaluation was affected by the violation. The grievance committee shall not make judgments as to whether the grievant should receive promotion.
- k. If the grievance committee sustains one or more of the allegations it shall order a remand, which is the sole and exclusive remedy under this procedure. The grievance committee shall provide its recommendation to correct the defect(s) identified in the sustained allegation(s) and may provide any additional commentary

⁵ The "Grievance Committee Findings and Recommendation Form" shall be jointly developed and agreed to by the University's Office of Academic Labor Relations and the AAUP-BHSNJ.

⁶ The Findings and Recommendation Form provided to the Committee will include appropriate contact information.

and analysis it deems appropriate.

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

4. Remand Process

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

The decision not to reappoint an NTT faculty member may be grieved exclusively pursuant to Article V as a Category Two grievance, except that alleged violations of Article XIV (Prohibited Discrimination and Prohibited Harassment) may be grieved as a Category One grievance.

ARTICLE XXXVI

FACULTY APPOINTMENT/REAPPOINTMENT/PROMOTION PROCESSES

- A. The University will furnish to the AAUP-BHSNJ each year, at least 15 working days prior to distribution, a copy of the following:
 - 1. The Academic Reappointment/Promotion Instructions for Tenured and Tenure-Track Faculty with Appointments in Rutgers Biomedical and Health Sciences (RBHS) (hereafter "RBHS Instructions").
 - 2. The Academic Promotion Instructions for Non-Tenure Track Faculty with Appointments in Rutgers Biomedical and Health Sciences (applicable to non-tenure track promotions to the rank of Associate Professor); and
 - 3. The Appointments, Reappointments, and/or Promotions of Non-Tenure Track Faculty in Rutgers Biomedical and Health Sciences - also known as the "Short-form" (applicable to reappointment of NTT faculty to the same rank and to promotions up to and including the rank of Assistant Professor, non-tenure track.)
- B. The University will furnish to the AAUP-BHSNJ, at least five (5) working days prior to distribution, a copy of the Rutgers Biomedical and Health Sciences Policies and Guidelines Governing Appointments, Promotions, and Professional Activities of Faculty (also known as the "A&P Guidelines").
- C. Upon request, department chairs will distribute a copy of the current and relevant reappointment/promotion instructions to members of the faculty.
- D. The "RBHS Instructions" for 2021-2022 shall be amended to include "rank review." "Rank review" is defined as the right of a tenured faculty member to request of the department chairperson that he/she be evaluated for promotion. The request is granted to tenured members of the faculty who have been at least six years in rank and have not been evaluated for promotion for at least four years. Such evaluation shall be carried through each level of review, including the Promotion Review Committee, unless withdrawn by the candidate. Withdrawal after the candidate signs Form 2 constitutes an evaluation for the purpose of this paragraph.
- E. In cases where the RBHS Chancellor denies a reappointment or promotion on the Tenure-Track, or denies promotion on any Non-Tenure Track, the RBHS Chancellor shall specify the reasons in writing for the denial.
- F. The University shall transmit to the AAUP-BHSNJ written notice of each positive or negative final decision concerning reappointment with tenure, promotion with tenure, and promotion within the tenured ranks of faculty unit members, within ten working days of final decision when action by the Board of Governors is required.

The University shall transmit to the AAUP-BHSNJ written notice of each positive or negative final decision concerning tenure track reappointments of Assistant Professors or tenure track reappointments of Associate Professors within 30 working days of June 30th.

- G. Upon initial appointment and/or reappointment, all faculty members shall receive a letter of appointment that shall include the following: (1) annual salary; (2) track; (3) rank; (4) FTE,

including cFTE, eFTE, sFTE or rFTE; (5) effective dates and/or term of appointment; (6) notification date for reappointment; (7) notice that the position is covered under the collective negotiations agreement between the AAUP-BHSNJ and the University; (8) the faculty member's responsibilities; (9) a weblink to the guidelines for reappointment and promotion; (10) a weblink to the collective negotiations agreement; and (11) that the AAUP-BHSNJ has the right to request negotiation between the parties over a proposed change to a faculty member's salary component, during the term of the appointment, prior to any change taking effect that is not expressly provided for in Article VIII (the Compensation Article) or other Articles of this Agreement.

- H. Appointment letters shall be provided to the AAUP-BHSNJ on a monthly basis.

DATE: _____

FOR RUTGERS, THE STATE UNIVERSITY OF
NEW JERSEY

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FOR COUNCIL OF CHAPTERS
OF THE AMERICAN ASSOCIATION
OF UNIVERSITY PROFESSORS
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**APPENDIX A
MEDICAL AND DENTAL FACULTY
SALARY SCHEDULES**

<u>RANGE/TITLE</u>		<u>7/1/2018</u>	<u>7/1/2019</u>	<u>7/1/2020</u>	<u>7/31/2021</u>	<u>7/31/2022</u>
Instructor or Lecturer						
F01	Basic Science	74,217	76,444	76,444	78,737	80,705
F02	Clinical Dental (12 mos.)	93,112	95,905	95,905	98,782	101,252
F03	Clinical Medical	94,530	97,366	97,366	100,287	102,794
F04	Clinical Dental (10 mos.)	77,593	79,921	79,921	82,319	84,377
Assistant Professor						
F13	Basic Science	90,671	93,391	93,391	96,193	98,598
F14	Clinical Dental (12 mos.)	113,710	117,121	117,121	120,635	123,651
F15	Clinical Medical	115,441	118,904	118,904	122,471	125,533
F16	Clinical Dental (10 mos.)	94,757	97,600	97,600	100,528	103,041
Associate Professor						
F25	Basic Science	107,552	110,779	110,779	114,102	116,955
F26	Clinical Dental (12 mos.)	134,963	139,012	139,012	143,182	146,762
F27	Clinical Medical	137,019	141,130	141,130	145,364	148,998
F28	Clinical Dental (10 mos.)	112,469	115,843	115,843	119,318	122,301
Professor						
F37	Basic Science	125,350	129,111	129,111	132,984	136,309
F38	Clinical Dental (12 mos.)	157,289	162,008	162,008	166,868	171,040
F39	Clinical Medical	159,685	164,476	164,476	169,410	173,645
F40	Clinical Dental (10 mos.)	131,074	135,006	135,006	139,056	142,532
Distinguished Professor						
F45	Basic Science	137,885	142,022	142,022	146,283	149,940
F46	Clinical Dental (12 mos.)	173,018	178,209	178,209	183,555	188,144
F47	Clinical Medical	175,653	180,923	180,923	186,351	191,010
F48	Clinical Dental (10 mos.)	144,181	148,506	148,506	152,961	156,785

**APPENDIX B
PUBLIC HEALTH FACULTY UNIT MEMBERS
SALARY SCHEDULES**

<u>RANGE/TITLE</u>		<u>7/1/2018</u>	<u>7/1/2019</u>	<u>7/1/2020</u>	<u>7/31/2021</u>	<u>7/31/2022</u>
Instructor or Lecturer						
F01	Non-Medical/Dental	74,217	76,444	76,444	78,737	80,705
F02	Dental (D.M.D., D.D.S.)	93,112	95,905	95,905	98,782	101,252
F03	Medical (M.D., D.O.)	94,530	97,366	97,366	100,287	102,794
Assistant Professor						
F13	Non-Medical/Dental	90,671	93,391	93,391	96,193	98,598
F14	Dental (D.M.D., D.D.S.)	113,710	117,121	117,121	120,635	123,651
F15	Medical (M.D., D.O.)	115,441	118,904	118,904	122,471	125,533
Associate Professor						
F25	Non-Medical/Dental	107,552	110,779	110,779	114,102	116,955
F26	Dental (D.M.D., D.D.S.)	134,963	139,012	139,012	143,182	146,762
F27	Medical (M.D., D.O.)	137,019	141,130	141,130	145,364	148,998
Professor						
F37	Non-Medical/Dental	125,350	129,111	129,111	132,984	136,309
F38	Dental (D.M.D., D.D.S.)	157,289	162,008	162,008	166,868	171,040
F39	Medical (M.D., D.O.)	159,685	164,476	164,476	169,410	173,645
Distinguished Professor						
F45	Non-Medical/Dental	137,885	142,022	142,022	146,283	149,940
F46	Dental (D.M.D., D.D.S.)	173,018	178,209	178,209	183,555	188,144
F47	Medical (M.D., D.O.)	175,653	180,923	180,923	186,351	191,010

APPENDIX C

**NURSING FACULTY UNIT MEMBERS
SALARY SCHEDULES**

<u>RANGE/TITLE</u>		<u>7/1/2018</u>	<u>7/1/2019</u>	<u>7/1/2020</u>	<u>7/31/2021</u>	<u>7/31/2022</u>
Instructor or Lecturer						
F76	10 Month	58,461	60,215	60,215	62,021	63,572
F77	12 Month	70,153	72,258	72,258	74,426	76,287
Assistant Professor						
F78	10 Month (Ph.D.)	68,690	70,751	70,751	72,874	74,696
M78	10 Month (Master's)	58,461	60,215	60,215	62,021	63,572
F79	12 Month (Ph.D.)	82,429	84,902	84,902	87,449	89,635
M79	12 Month (Master's)	70,153	72,258	72,258	74,426	76,287
Associate Professor						
F80	10 Month	82,429	84,902	84,902	87,449	89,635
F81	12 Month	98,916	101,883	101,883	104,939	107,562
Professor						
F82	10 Month	96,854	99,760	99,760	102,753	105,322
F83	12 Month	116,226	119,713	119,713	123,304	126,387
Distinguished Professor						
F84	10 Month	106,539	109,735	109,735	113,027	115,853
F85	12 Month	127,849	131,684	131,684	135,635	139,026

APPENDIX D

**LIBRARIAN UNIT MEMBERS
SALARY SCHEDULES**

<u>RANGE/TITLE</u>	<u>7/1/2018</u>	<u>7/1/2019</u>	<u>7/1/2020</u>	<u>7/31/2021</u>	<u>7/31/2022</u>
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Instructor or Lecturer

23S	Librarian III	65,342	67,302	67,302	69,321	71,054
26S	Librarian II	75,644	77,913	77,913	80,250	82,256
28S	Librarian I	83,401	85,903	85,903	88,480	90,692

**APPENDIX E
SHP FACULTY UNIT MEMBERS
SALARY SCHEDULES**

RANGE/TITLE

7/1/2018 7/1/2019 7/1/2020 7/31/2021 7/31/2022

Instructor or Lecturer

FN 76	10 Month	43,345	44,645	44,645	45,984	47,134
FN 77	12 Month	52,008	53,568	53,568	55,175	56,554

Assistant Professor

FN 78	10 Month	52,927	54,515	54,515	56,150	57,554
FN 79	12 Month	63,506	65,411	65,411	67,373	69,057

Associate Professor

FN 80	10 Month	62,768	64,651	64,651	66,591	68,256
FN 81	12 Month	75,308	77,567	77,567	79,894	81,891

Professor

FN 82	10 Month	73,125	75,319	75,319	77,579	79,518
FN 83	12 Month	87,742	90,374	90,374	93,085	95,412

Distinguished Professor

FN 84	10 Month	80,438	82,851	82,851	85,337	87,470
FN 85	12 Month	96,516	99,411	99,411	102,393	104,953

APPENDIX F**OUTSIDE EMPLOYMENT**

The outside employment of unit members shall be governed by Rutgers policy 60.9.21 entitled "Outside Employment," revised on October 10, 2013.

APPENDIX G

FACULTY TITLES

RBHS Instructor
RBHS Lecturer

Rank of Assistant Professor

Tenured/Tenure Track Titles

Assistant Professor

Non Tenure Track Titles

Assistant Professor, Teaching Track
Assistant Professor, Clinical Track
Assistant Professor, Professional Practice Track
Assistant Professor, Research Track

Rank of Associate Professor

Tenured/Tenure Track Titles

Associate Professor

Non Tenure Track Titles

Associate Professor, Teaching Track
Associate Professor, Clinical Track
Associate Professor, Professional Practice Track
Associate Professor, Research Track

Rank of Professor

Tenured/Tenure Track Titles

Professor
University Professor

Non Tenure Track Titles

Professor, Teaching Track
Professor, Clinical Track
Professor, Professional Practice Track
Professor, Research Track

Rank of Distinguished Professor

Tenured/Tenure Track Titles

Distinguished Professor

Non Tenure Track Titles

Distinguished Professor, Teaching Track

Distinguished Professor, Clinical Track

Distinguished Professor, Professional Practice Track

Distinguished Professor, Research Track

APPENDIX H

FACULTY SUSPENSIONS AT LESS THAN FULL PAY

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

¹ 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.

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 advise regarding the alleged wrongdoing and the proposed penalties.

- f. Within 14 working days of the committee meeting, the faculty member shall be informed in writing by the dean whether the suspension at less than full pay, or some lesser penalty, is being imposed and whether the committee agreed with the action taken by the dean.
 - g. Within 5 working days of receipt of the dean's decision, the faculty member may appeal this decision to the Chancellor of Rutgers Biomedical and Health Sciences (RBHS). The Chancellor shall render a decision on the appeal within 7 working days. No penalties may be implemented until either the deadline for appeal has passed with no appeal filed or the Chancellor has rendered a decision on the appeal.
- 3. In a case where the University reasonably believes that the faculty member poses an immediate and serious threat such that the imposition of a suspension should not be delayed, a suspension with pay may be imposed immediately. Thereafter, the University shall follow the provisions set forth above in Section 2 to impose a suspension at less than full pay for a period of up to one semester, or an equivalent period of time.
 - 4. The imposition of discipline under the Appendix H Process may be grieved as a Category One grievance under Article V.

APPENDIX I

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 XIV must be filed in accordance with the following:
 - a. The grievance must be presented in writing with the Office of Academic Labor Relations as set forth in A.3.a – A.3.f of Article XXX or 2.a of Article XXXV, as applicable.
 - b. The grievance must be presented within the timeframes and shall follow the pre-hearing procedures set forth in B.1.a. – B1.l of Article XXX or 2.e. of Article XXXV, as applicable.
2. Grievances filed in accordance with paragraph 1 above shall be forwarded to, and, if applicable, investigated, and responded to, by the Office of Employment Equity (“OEE”) pursuant to University Policy and Process. The grievant shall participate in this investigation or this portion of the Article XXX or Article XXXV 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 Article XXX and Article XXXV.
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 XIV (and should that determination be appealed by the evaluator or evaluative body pursuant to University Policy and be sustained following that appeal), the Office of Academic Labor Relations shall remand the evaluation consistent with the procedures set forth in Article XXX or Article XXXV. Allegations not based on discrimination by an evaluator or evaluative body in an Article XXX or Article XXXV grievance shall be handled in accordance with Article XXX or Article XXXV.
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 XIV (or that the allegations do not present facts that are covered by Article XIV) 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 ALR 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 Article XXX or Article XXXV.
6. A remand ordered by the Office of Academic Labor Relations as a result of a final determination by OEE, or by an arbitrator, as a result of a finding of discrimination by an evaluator or an evaluative body, shall be consolidated with any remand that might result from a Grievance Committee decision sustaining allegations not based on discrimination by an evaluator or an evaluative body in the Article XXX or Article XXXV grievance, unless consolidation would result in delay by evaluators or evaluative bodies reconsidering tenure, promotion or reappointment decisions and the grievant objects to consolidation.

7. The procedures set forth in Article XXX or Article XXXV shall apply to the consolidated remand on all remanded allegations.

Appendix J

CROSSWALK BETWEEN PROVIDER SPECIALTY AND BENCHMARK SPECIALTY		WORKING DRAFT 3/22/2017		
Legend				
No exact benchmark subspecialty for the given RHHS faculty subspecialty. A substitute benchmark specialty is provided (for consideration by the union and RHHS). Benchmarks & subspecialty listed in the survey, but no data available due to low sample size. A substitute benchmark specialty is provided (for consideration by the union and RHHS).				
SPECIALTY		SPECIALTY		
Faculty Specialty	Specialty	Sample Size	Specialty	Sample Size
Allopathic/Neurology/Resident	Allopathic/Neurology	11	Allopathic/Neurology Med	83
Anesthesiology	Anesthesiology	60	Anesthesiology: General	2,220
Anesthesiology: Liver, Cardiac & Critical Care	Anesthesiology	601	Anesthesiology: General	2,220
Anesthesiology: Pain Management	Anesthesiology: Pain Management	25	Anesthesiology: Pain Management	145
Anesthesiology: Pediatric	Pediatrics: Anesthesiology	45	Anesthesiology: Pediatric	301
Cardiology: Electrophysiology	Cardiology: Electrophysiology	35	Cardiology: Invasive Non-Interventional Med	197
Cardiology: Invasive	Cardiology: Invasive	16	Cardiology: Invasive Non-Interventional Med	197
Cardiology: Invasive-Interventional	Cardiology: Invasive-Interventional	57	Cardiology: Invasive Interventional-Med	422
Cardiology: Non-invasive	Cardiology: Non-invasive	157	Cardiology: Non-Invasive Med	746
Dermatology	Dermatology	49	Dermatology (excluding Mohs Surgery)	380
Emergency Medicine	Emergency Medicine	189	Emergency Medicine	582
Endocrinology/Metabolic	Endocrinology/Metabolic	63	Endocrinology/Metab	518
Family Practice (with OB)	Family Medicine (with OB)	21	Family Medicine: General	1,884
Family Practice (without OB)	Family Medicine (without OB)	87	Family Medicine: General	1,884
Gastroenterology	Gastroenterology	68	Gastroenterology Med	612
Gastroenterology: Hepatology	Gastroenterology: Hepatology	46	Gastroenterology-Med	624
Geriatria	Geriatria	46	Geriatrics-Med	232
Gynecology/Oncology	OB/GYN: Gynecological Oncology	13	OB/GYN: Gynecologic Oncology	224
Hematology/Oncology	Hematology/Oncology	132	Hematology/Oncology Med	1,309
Hospitalist (Family Medicine)	No data available for Hospitalist: Family Medicine (Potential alternative: Hospitalist: Internal Medicine)	7	Hospital Medicine	1,119
Hospitalist (Internal Medicine)	Hospitalist: Internal Medicine	157	Hospital Medicine	1,119
Infectious Disease	Infectious Disease	60	Infectious Disease-Med	68
Internal Medicine: General	Internal Medicine: General	228	General Internal Medicine	2,202
Medical Oncology	Hematology/Oncology	132	Hematology/Oncology-Med	1,299
Neurology	Neurology	67	Neurology-Med	654
OB/GYN: General	Neurology	140	Neurology	1,542
OB/GYN: Gynecological Oncology	OB/GYN: Gynecological Oncology	187	OB/GYN: General	581
OB/GYN: Gynecology (Only)	OB/GYN: Gynecology (Only)	32	OB/GYN: Gynecologic Oncology	224
OB/GYN: Maternal & Fetal Medicine	OB/GYN: Maternal & Fetal Medicine	38	OB/GYN: General	581
OB/GYN: Reproductive Endocrinology	OB/GYN: Reproductive Endocrinology	13	OB/GYN: Maternal & Fetal	371
OB/GYN: Urogynecology	OB/GYN: Urogynecology	13	OB/GYN: Reproductive Endocrinology	57
Obstetrics/Gynecology: General	Obstetrics/Gynecology: General	157	OB/GYN: Other OB/GYN	123
Ophthalmology	Ophthalmology	62	OB/GYN: General	581
Ophthalmology: Corneal & Refractive Surgery	Ophthalmology: Corneal & Refractive Surgery	18	Ophthalmology	814
Ophthalmology: Glaucoma	Ophthalmology: Glaucoma	62	Ophthalmology	814
Ophthalmology: Neuro-Ophthalmology	No data available for Ophthalmology: Neurology. (Potential alternative: Ophthalmology)	6	Ophthalmology	814
Ophthalmology: Oculoplastic & Recon Surgery	No data available for Ophthalmology: Oculoplastic & Recon Surgery. (Potential alternative: Ophthalmology)	7	Ophthalmology	814
Ophthalmology: Pediatric	Pediatrics: Ophthalmology	21	Ophthalmology	814
Ophthalmology: Retina	Ophthalmology: Retina	24	Ophthalmology	814
Orthopedic Surgery: Foot & Ankle	Orthopedic Surgery: Foot & Ankle	15	Orthopedic Surgery: Total	1,160
Ortho Surg: Hand	Orthopedic Surgery: Hand	24	Orthopedic Surgery: Total	1,160
Ortho Surg: Oncology	Orthopedic Surgery: Oncology	10	Orthopedic Surgery: Total	1,160
Ortho Surg: Pediatric	Pediatrics: Orthopedic Surgery	38	Orthopedic Surgery: Total	1,160
Ortho Surg: Spine	Orthopedic Surgery: Spine	29	Orthopedic Surgery: Total	1,160
Ortho Surg: Sports Medicine	Orthopedic Surgery: Sports Medicine	30	Orthopedic Surgery: Sports Medicine	147
Ortho Surg: Trauma	Orthopedic Surgery: Trauma	41	Orthopedic Surgery: Total	1,160
Otolaryngology	Otolaryngology	92	Otolaryngology	603
Pathology: Anatomic	Pathology: Anatomic	46	Pathology: Anatomic	528
Pathology: Anatomic & Clinical	Pathology: Anatomic & Clinical	43	Pathology: Anatomic	628
Pathology: Clinical	Pathology: Clinical	14	Pathology: Clinical	542
Pediatric Oncology	Pediatrics: Hematology/Oncology	32	Hematology/Oncology-Peds	468
Pediatrics: Adolescent Medicine	Pediatrics: Adolescent Medicine	10	Adolescent Medicine	138
Pediatrics: Allergy/Immunology	Pediatrics: Allergy/Immunology	10	Allergy/Immunology Peds	51
Pediatrics: Cardiology	Pediatrics: Cardiology	50	Pediatric Cardiology	595
Pediatrics: Child Development	Pediatrics: Child Development	14	General Pediatrics	1,484
Pediatrics: Critical Care/Intensivist	Pediatrics: Critical Care/Intensivist	34	Critical/Intensive Care Peds	449
Pediatrics: Emergency Medicine	Pediatrics: Emergency Medicine	71	Emergency Medicine-Peds	301
Pediatrics: Endocrinology	Pediatrics: Endocrinology	43	Endocrinology Peds	273
Pediatrics: Gastroenterology	Pediatrics: Gastroenterology	60	Gastroenterology-Peds	235
Pediatrics: General	Pediatrics: General	152	General Pediatrics	1,484
Pediatrics: Genetics	Pediatrics: Genetics	12	Genetics Peds	160
Pediatrics: Hospitalist	Pediatrics: Hospitalist	6	Hospital Medicine-Peds	392
Pediatrics: Infectious Disease	No data available for Pediatrics: Infectious Disease (Potential Alternative: Infectious Disease)	6	Infectious Disease-Peds	233
Pediatrics: Neonatal Medicine	Pediatrics: Neonatal Medicine	103	Neonatology	730
Pediatrics: Nephrology	Pediatrics: Nephrology	21	Nephrology-Peds	192
Pediatrics: Neurology	Pediatrics: Neurology	59	Neurology-Peds	263
Pediatrics: Neurosurgery	No data available for Pediatrics: Neurosurgery. (Potential Alternative: Neurosurgery)	8	Neurosurgery	637
Pediatrics: Otolaryngology	Pediatrics: Otolaryngology	21	Otolaryngology	603
Pediatrics: Pulmonology	Pediatrics: Pulmonology	25	Pulmonary-Peds	287
Pediatrics: Rheumatology	No data available for Pediatrics: Rheumatology. (Potential Alternative: Rheumatology)	4	Rheumatology-Peds	75
Pediatrics: Urology	Pediatrics: Urology	10	Pediatric Surgery	193
Physiatry (Physical Medicine and Rehab)	Physiatry (Physical Medicine & Rehabilitation)	90	Physiatry: General	1,432
Psychiatry	Psychiatry: General	112	Psychiatry: General	1,432
Psychiatry: Child & Adolescent	Psychiatry: Child & Adolescent	26	Psychiatry: Child & Adolescent	1,432
Psychiatry: General	Psychiatry: General	112	Psychiatry: General	1,432
Pulmonary Medicine: Critical Care	Pulmonary Medicine: Critical Care	14	Pulmonary-Med	876

CROSSWALK BETWEEN PROVIDER SPECIALTY AND BENCHMARK SPECIALTY

Legend

- No exact benchmark subspecialty for the given RHHS faculty subspecialty. A substitute benchmark specialty is provided (for consideration by the union and RBHS).
- Benchmark subspecialty listed in the survey, but no data available due to low sample size. A substitute benchmark specialty is provided (for consideration by the union and RBHS).

Faculty Specialty	NOMA Academic (WRVU)		AAMC Public (Dorland)	
	Specialty	Sample Size	Specialty	Sample Size
Pulmonary Medicine: General	Pulmonary Medicine: General	70	Pulmonary Med.	675
Radiation Oncology	Radiation Oncology	85	Radiation Oncology	423
Radiology: Diagnostic - Invasive	Radiology: Interventional	69	Diagnostic Radiology: Interventional	424
Radiology: Diagnostic - Noninvasive	Radiology: Diagnostic	438	Diagnostic Radiology: Non-interventional	1,384
Radiology: Nuclear Medicine	Radiology: Nuclear Medicine	44	Nuclear Medicine	92
Rheumatology	Rheumatology	60	Rheumatology-Med.	354
Surgery: Cardiovascular	Surgery: Cardiovascular	43	Thoracic & Cardiovascular Surgery	375
Surgery: Colon & Rectal	Surgery: Colon and Rectal	20	General Surgery	1,028
Surgery: General	Surgery: General	87	General Surgery	1,028
Surgery: Neurological	Surgery: Neurological	92	Neurosurgery	637
Surgical Oncology	Surgery: Oncology	49	Surgical Oncology	246
Surgery: Pediatric	Pediatrics: Surgery	45	Pediatric Surgery	193
Surgery: Plastic and Reconstruction	Surgery: Plastic and Reconstruction	59	Plastic Surgery	306
Surgery: Transplant	Surgery: Transplant	49	Transplant Surgery	223
Surgery: Trauma	Surgery: Trauma	57	Trauma/Critical Care Surgery	387
Surgery: Vascular (Primary)	Surgery: Vascular (Primary)	40	Vascular Surgery	255
Urology	Urology	103	Urology	614
Urology Oncology	Surgery: Oncology	49	Surgical Oncology	246

Memorandum of Agreement

Recognition

1. In order to finalize the Recognition Article to be included in the parties' 2018-2022 collective negotiations agreement, the AAUP-BHSNJ agrees to withdraw its request to insert the term "clinical" in the first sentence of the Article.
2. The University agrees that the AAUP-BHSNJ represents faculty members employed by the University, who, in addition to their other efforts, such as education, service and research, also treat patients in clinical settings.
3. The University and the AAUP further agree that if a dispute arises with respect to the meaning, scope or application of the Recognition Article of the parties' 2018-2022 collective negotiations agreement, neither the University nor the AAUP-BHSNJ shall introduce into evidence, or otherwise rely upon in any proceeding or before any tribunal: (a) any proposals exchanged between the parties during negotiations for the 2018-2022 agreement; (b) discussions, or minutes or notes reflecting discussions, regarding the Recognition Article either at or away from the negotiations table during negotiations for the 2018-2022 Agreement; or (c) any other communications, including email communications, regarding the Recognition Article that were exchanged during negotiations for the 2018-2022 Agreement.

Memorandum of Agreement

Staff Librarians in the AAUP-BHSNJ

Agreement between Rutgers, The State University of New Jersey and the American Association of University Professors, Biomedical and Health Sciences of New Jersey (AAUP-BHSNJ) and Rutgers Council of AAUP Chapters, American Association of University Professors-American Federation of Teachers, AFL-CIO (AAUP-AFT) Regarding Staff Librarians in the AAUP-BHSNJ

Whereas, Rutgers, The State University of New Jersey (hereinafter "University") and the Biomedical and Health Sciences of New Jersey, American Association of University Professors (hereinafter "AAUP-BHSNJ") agreed to a side letter on September 21, 2015 to create a Subcommittee charged with continued negotiations for mandatorily negotiable open issues related to the AAUP-BHSNJ members of Rutgers University Libraries.

Whereas, on January 9, 2017, the Subcommittee agreed to revisions of Article IX (Fringe Benefits), Article X (Librarian Unit Members), and Article XXV (Tuition Remission/Reimbursement) of the collective negotiations agreement. Such agreements were incorporated into the Successor Agreement dated July 1, 2013 – June 30, 2018.

Whereas, on January 9, 2017, such Subcommittee also agreed to a side letter with regard to Librarian unit members which states in part "Librarian unit members will make a determination on or about June 30, 2017 as to whether they remain staff members or will become faculty members. If they choose to become faculty members, the University and the AAUP-BHSNJ will commence negotiations to address provisions other than salary."

Whereas, the AAUP-BHSNJ, and the Rutgers Council of AAUP Chapters, American Association of University Professors-American Federation of Teachers, AFL-CIO (hereinafter "AAUP-AFT"), the University, and the staff Librarians represented by the AAUP-BHSNJ all agree that the staff Librarians who become faculty members will consent to the transfer from the AAUP-BHSNJ collective negotiations unit into the AAUP-AFT collective negotiations unit effective July 1, 2019, the same date in which he/she becomes a faculty member.

Therefore, the parties agree to the following:

Staff Librarians shall choose one of the two options outlined below. The Librarian will decide no later than **15 working days from the date this agreement is signed by all parties** whether he or she wishes individually to remain a staff Librarian in the AAUP-BHSNJ or if he/she would transfer to a faculty position and therefore become a member in the AAUP-AFT, in accordance with the Recognition clause, Article III of the Rutgers-AAUP-AFT Agreement. If a Librarian does not exercise his/her decision by this date, the Librarian will remain staff and will continue to be represented by the AAUP-BHSNJ unit.

Option #1 – An AAUP-BHSNJ Librarian will remain staff and shall be entitled to all benefits afforded to him/her as staff consistent with the applicable provisions in the collective negotiations agreement dated July 1, 2013 – June 30, 2018 ("2013-2018 AAUP-BHSNJ agreement") or its successor agreement.

Or

Option #2 –Effective July 1, 2019, an AAUP-BHSNJ staff Librarian shall transfer to a faculty position and therefore become a member in the AAUP-AFT collective negotiations unit.

- a) A staff Librarian transferring to a faculty position will receive an initial three year, tenure-track faculty appointment for the period July 1, 2019 through June 30, 2022 (the tenure clock will begin effective July 1, 2019). The tenure-track titles are as follows:

- Librarian III (rank equivalent – Assistant Professor)
 - Librarian II (rank equivalent – Associate Professor)

No later than **30 working days from the date this agreement is signed by all parties**, the Vice President for Information Services and University Librarian (“Vice President”) will constitute a committee consisting of at least three Unit Directors to consider the academic rank of each Librarian pursuant to the criteria for appointment, reappointment and promotion for the Librarian title series according to Academic/Reappointment Promotion Instructions for University Library Faculty. Prior to this date, each Librarian transferring to a faculty position will submit the following materials to the Vice President: current curriculum vitae and any other documents he/she wishes to be considered by the committee. The committee will review the material submitted and will make recommendations to the Vice President as to the appropriate academic rank of each Librarian. The final decision with respect to academic rank will rest with the Vice President and shall be final and binding and is not subject to the grievance procedure.

- b) With regard to compensation, a staff Librarian transferring to a faculty position effective July 1, 2019 will be entitled to:

- i. Any compensation increases effective on or before June 30, 2019 as negotiated as part of the collective negotiations agreement between Rutgers and the AAUP-BHSNJ that will take effect July 1, 2018 (“7/1/18 AAUP-BHSNJ agreement”), provided he/she was a member of the AAUP-BHSNJ negotiation unit on the date designated by the agreement, continues to be a member of either the AAUP-AFT or AAUP-BHSNJ negotiation unit through the date of payment, and otherwise meets the eligibility requirements for those increases as described in the agreement. He/she will not be entitled to any compensation increases effective on or after July 1, 2019 that are provided for in the 7/1/18 AAUP-BHSNJ agreement.


- ii. Any compensation increases that are effective on or after July 1, 2019 as negotiated as part of the collective negotiations agreement between Rutgers and the AAUP-AFT that will take effect July 1, 2018 (“7/1/18 AAUP-AFT agreement”), provided he/she was a member of either the AAUP-AFT or AAUP-BHSNJ bargaining units on the date(s) designated by the agreement, continues to be a member of the AAUP-AFT negotiation unit through the date of payment, and otherwise meets the eligibility requirements for those increases as described in the agreement. However, he/she will not be entitled to any compensation increases

effective on or before June 30, 2019 that are provided for in the 7/1/18 AAUP-AFT agreement.

- c) A staff Librarian transferring to a faculty position understands that he or she is voluntarily relinquishing the rights, benefits, and privileges he or she has as per the AAUP-BHSNJ collective negotiations agreement. Instead, such Librarian will have all the same rights, benefits, and privileges concerning his/her terms and conditions of employment as any other Librarian faculty member of the AAUP-AFT unit.
- d) AAUP-BHSNJ understands and agrees that Librarians who elect to become faculty members will no longer be a part of the AAUP-BHSNJ collective negotiations unit. AAUP-AFT and the University understand and agree that these Librarians will become a part of the AAUP-AFT unit and AAUP-AFT shall become their exclusive representative.
- e) A Librarian interested in becoming a faculty member may review a copy of the criteria being used in making decisions for evaluating faculty for a rank with tenure before he/she makes a decision on whether to become faculty.
- f) A Librarian interested in becoming a faculty member may review a copy of the AAUP-AFT collective bargaining agreement before he/she makes a decision on whether to become faculty.
- g) Consistent with University policy, if successfully reappointed, faculty members will have a six-year probationary period, at the end of which they shall be evaluated for tenure. If such evaluation is not successful, the Librarian shall receive a one-year terminal appointment.
- h) Prior to July 1, 2019, Librarians will receive an appointment letter outlining the terms and conditions of their faculty appointment.
- i) Tenured and tenure-track Librarians will be evaluated for reappointment and promotion in accordance with the Academic Reappointment/Promotion Instructions for University Library Faculty in effect at that time.
- j) When evaluating tenure track Librarians for reappointment, promotion, and/or tenure, the various levels of review shall take into consideration the Librarians' accomplishments and service contributions to the institution that occurred prior to their becoming faculty members, in accordance with the applicable Academic Reappointment/Promotion Instructions for University Library Faculty in effect at the time of evaluation.
- k) Librarians on the tenure-track will be effectively mentored while on the tenure-track. This includes being assigned a mentor and having their work product periodically reviewed in relation to the criteria needed for tenure.


- l) Librarians newly hired or transferred into the negotiations unit on or after June 30, 2018 shall be considered faculty, and only afforded "Option 2" of this Agreement.
- m) The Rutgers Biomedical and Health Sciences Policies and Guidelines Governing Appointments, Promotions, and Professional Activities of the Faculty shall not apply to Librarians.

FOR The AAUP-BHSNJ

 5/7/19


Diomedes Tsitouras Date
Executive Director,
AAUP-BHSNJ

FOR AAUP-AFT

 5/9/19

Patrick Nowlan Date
Executive Director,
AAUP-AFT

FOR Rutgers University

 5/7/19

Lisa Bonick Date
Assistant Vice President
for Academic Labor Relations
Rutgers University

Side Letter of Agreement

Fringe Benefits

1. The parties have agreed to retain existing contract language regarding the use of vacation days in their 2018-2022 collective negotiations agreement. In applying that language, the parties agree that 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. It is further agreed that 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.
2. Footnote 1 of the Fringe Benefits Article states that the terms of the Rutgers School of Dental Medicine International Faculty DMD Program set forth in Section J.3 of the Article do not apply to faculty who have already received their degrees through the Program. The AAUP-BHSNJ has not been provided with copies of the agreements entered into by faculty who have already received their degrees through the Program and by agreeing to the inclusion of footnote 1, the AAUP-BHSNJ makes no representation as to the legality or enforceability of the terms of those individual agreements.

Side Letter of Agreement

Restrictive Covenants

1. During negotiations for the parties' 2018-2022 collective negotiations agreement the University and the AAUP-BHSNJ exchanged proposals with respect to the application of restrictive covenants to negotiations unit members, but were unable to reach agreement.
2. The parties recognize that there is a grievance pending arbitration regarding the application of restrictive covenants to negotiations unit members.
3. The AAUP-BHSNJ acknowledges that the University denies the merits of the grievance.
4. Following negotiations for the parties' 2018-2020 collective negotiations agreement, the parties shall continue to meet regarding the application of restrictive covenants to negotiations unit members in an effort to reach agreement and resolve the pending arbitration.
5. If the parties are unable to reach agreement on the application of restrictive covenants to negotiations unit member, AAUP-BHSNJ and the University shall retain all rights and defenses with respect to the pending grievance, which the AAUP-BHSNJ has sought to pursue in arbitration. In addition the parties retain their respective positions concerning the negotiability of the application of restrictive covenants to negotiations unit members.

Side Letter of Agreement

CO-2019-189 and the Use of Unmodified Titles

1. The parties acknowledge that there is a pending unfair practice charge before PERC, Docket No. CO-2019-189.
2. Nothing in the Policies and Guidelines Governing Appointments, Promotions and Professional Activities of Faculty (the "Guidelines") or this Side Letter, agreed to by the AAUP-BHSNJ and the University during negotiations for the parties' 2018-2022 collective negotiations agreement, waives the right of the AAUP-BHSNJ to pursue pending unfair practice charge CO-2019-189.
3. The parties acknowledge that the University and various unions representing certain Rutgers employees, including AAUP-BHSNJ, have been meeting with respect to the Master Affiliation Agreement (MAA) between the University and RWJ Barnabus Health (RWJBH). During those meetings, the University and the representative Unions have exchanged proposals. Following the ratification of the 2018-2022 collective negotiations agreement between the University and the AAUP-BHSNJ, the University agrees to continue to meet and negotiate with the AAUP-BHSNJ with respect to mandatorily negotiable terms and conditions of employment relating to the impact of the implementation of the MAA. The parties understand and agree that neither party waives its position with respect to the classification of such negotiations.

Side Letter of Agreement

Termination for Cause

1. The AAUP-BHSNJ and the University have entered into a 2018-2022 collective negotiations agreement that includes a Termination for Cause article that requires the University to provide the AAUP-BHSNJ with certain information relative to the termination of a unit member.
2. The parties agree that the Termination for Cause article does not limit the right of the AAUP-BHSNJ under the Employer-Employee Relations Act to request information in addition to the information provided by the University pursuant to the Termination for Cause article. Such requests, however, shall not serve to alter any of the timelines set forth in the Termination for Cause article.

Side Letter of Agreement

Eligibility to Participate in Rutgers University Alternate Benefit Program and Trust

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

Side Letter of Agreement

Professor Emeritus/a¹⁵

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

¹⁵ The Emeritus criteria as identified in this Side Letter apply to all unit members who retired after July 1, 2013.



UMDNJ, New Jersey's University of the Health Sciences

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for Academic Administration
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118 Administration Complex
30 Bergen Street
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Newark, NJ 07107-3000

December 9, 1994

**SIDE LETTER OF AGREEMENT
PATIENT CARE SUPPLEMENTS**

The University agrees that in letters of appointment to faculty who will receive patient care supplements as part of their salaries, the amount of the patient care supplement will be specified along with information that such supplements are not subject to the across-the-board salary increases specified in Article VIII, Section 1 of the Agreement.

FOR THE UNIVERSITY:

Robert D'Augustine

FOR THE ASSOCIATION:

Henry Bringer, Ph.D.



The University is an affirmative action/equal opportunity employer

meet the following minimum requirements.

1. Must be a full-time tenured faculty member at Rutgers Biomedical and Health Sciences ("Rutgers" or "University").
2. Must be a member of the Alternate Benefit Program ("ABP").
3. Must be at least 55 years of age on June 30 of the year in which the application is made.

**MEMORANDUM
OF AGREEMENT**

RUTGERS FACULTY

REPRESENTED BY

AAUP-BHSNJ

APPLICATION FOR

FACULTY TRANSITION

TO RETIREMENT

PROGRAM (FTTRP)

I. DESCRIPTION OF THE
FACULTY TRANSITION
TO RETIREMENT

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

II. FACULTY TRANSITION
le only to faculty members who

4. Must have at least 10 years of service at Rutgers on June 30 of the year in which the application is made. For purposes of this criterion, service for both full semesters of the academic year shall constitute one year of service.

III. FACULTY TRANSITION TO RETIREMENT PROGRAM APPLICATION AND ELECTION

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

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

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

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

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

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

IX. EMPLOYMENT STATUS: Participating faculty shall not be members of the AAUP-BHSNJ bargaining unit. Participating faculty members shall continue to be subject to the rules, regulations and standards applicable to faculty members. Suspension or termination of a participating faculty

member's employment pursuant to the applicable rules, regulations and standards shall have the same effect upon the faculty member's compensation as applicable to other non-tenured faculty members. All re-employment contracts shall be reported to the AAUP-BHSNJ within 30 calendar days of execution.

X. Effective Date: July 13, 2015