

Memorandum of Agreement

1. This Memorandum of Agreement (“Agreement”) is made between Rutgers, The State University (“University”), and the Rutgers Council of AAUP Chapters, American Association of University Professors-American Federation of Teachers, AFL-CIO (“AAUP-AFT” or “Union”). The University and the Union are collectively referred to in this Agreement as “the parties.”
2. The parties hereby agree as follows in the resolution of the collective negotiations related to a successor agreement to the July 1, 2018 to June 30, 2022 collective negotiations agreement between Rutgers and AAUP-AFT and a successor agreement to the July 1, 2018 to July 31, 2022 between Rutgers and American Association of University Professors – Biomedical and Health Sciences of New Jersey (“AAUP-BHSNJ”).
3. All proposals presented by the parties during negotiations for the July 1, 2022 to June 30, 2026 collective negotiations agreement (“Successor CNA”) and not expressly agreed to as reflected in this Agreement are deemed to be withdrawn. All information requests presented by the Union relating to negotiations for the Successor CNA are deemed to be withdrawn. Any terms of the parties’ 2018-2022 collective negotiations agreements (including the legacy BHSNJ agreement) not expressly modified by this MOA and the attachments to this MOA shall remain in full force and effect and shall be incorporated into the parties’ July 1, 2022 through June 30, 2026 CNA.
4. The following shall constitute the July 1, 2022 to June 30, 2026 collective negotiations agreement between the parties:
 - A. **AAUP-AFT Articles to be included in the 2022-2026 CNA**
 1. Article 1 – Purpose: Maintain current contract language.
 2. Article 2 – Academic Freedom: University proposal, dated March 15, 2023 (attached as document 1).
 3. Article 3 – Recognition: Amend Article 3 to comport with the Director of Representation’s decision docketed with Public Employment Relations Commission as D.R. NO. 2023-7 (attached as document 2).
 4. Article 4 – Prohibited Discrimination and Prohibited Harassment: Maintain current contract language.
 5. Article 5 – Deduction of Professional Dues – Maintain current contract language.
 6. Article 6 – Diversity, Race, and Gender: University proposal, dated March 27, 2023 (attached as document 3).
 7. Article 7 – Designation Representatives: University proposal, dated April 3, 2023 (attached as document 4).
 8. Article 8 – Salary Provisions, Faculty Compensation Program: University proposal, dated April 14, 2023 (attached as document 5).
 9. Article 9 – Grievance Procedure: University package proposal, dated March 15, 2023 (attached as document 6).

10. Article 10 – Faculty Personnel Grievance Procedure: University package proposal, dated March 15, 2023 (attached as document 7).
11. Article 11 – NTT Grievance Procedure: University package proposal, dated March 15, 2023 (attached as document 8).
12. Article 12 – Teaching Assistant/Graduate Assistants: University proposal, dated April 25, 2023 (attached as document 9).
13. Article 13 – Expedited Appeal of Denial of Tenure: Union proposal, dated July 26, 2022 (attached as document 10).
14. Article 14 – Reappointment/Promotion of Tenured and Tenure-Track Faculty: Maintain current contract language.
15. Article 15 – Professional Dues: Maintain current contract language.
16. Article 16 – Parental and Medical Leave: University Proposal, dated April 20, 2023, as amended on April 26, 2023 (attached as documents 11a and 11b [11b will not be included in the CNA]).
17. Article 17 – Leave of Absence Without Pay: University proposal, dated August 16, 2022 (attached as document 12).
18. Article 18 – Personnel Files : Maintain current contract language.
19. Article 19 – Miscellaneous: University proposal, dated April 3, 2023 (attached as document 13).
20. Article 20 – Health and Safety: Pending discussions at the Coalition of Rutgers Unions (“CRU”) negotiations table. (Upon agreement on final language between the Coalition of Rutgers Unions (CRU) and the University, the parties shall incorporate agreed upon language into the final version of Article 20 to appear in parties’ CNA.)
21. Article 21 – University Procedures: Union proposal, dated March 13, 2023 (attached as document 14).
22. Article 22 – Conditions of Employment: University proposal, dated April 12, 2023 (attached as document 15).
23. Article 23 – TA/GA Personnel Grievance Procedure: Maintain current contract language.
24. Article 24 – Notice of Change of Promotional Criteria and Standards: Maintain current contract language.
25. Article 25 – Sabbatical Leave Program: Maintain current contract language. Pursuant to April 11, 2023 agreement, continue separate discussions on the terminal sabbatical issue.
26. Article 26 – Committee on Professional Relations : Maintain current contract language.
27. Article 27¹ – Non-Tenure Track Faculty: University proposal, dated April 12, 2023 (attached as document 16).

¹ Article 27 to be amended to reflect the title NTT Lecturer.

28. Article 28 – Term of Agreement: Current contract language will be updated as follows: July 1, 2022 through June 30, 2026.
29. Appendix A: Appendix A has been updated to reflect the title NTT Lecturer (attached as document 17).
30. Appendix B: Maintain current contract language.
31. Appendix C: Maintain current contract language.
32. Appendix D: Maintain current contract language.
33. Appendix E: University proposal, dated February 9, 2023 (attached as document 18).
34. Appendix F: Maintain current contract language.
35. Appendix G: Maintain current contract language.
36. Appendix H: Maintain current contract language.
37. Appendix I: Maintain current contract language.
38. Appendix J: Maintain current contract language.
39. Side Letter Regarding Rep Fees: Maintain current contract language.

B. In addition, the following agreements are to be included in the Appendix to the 2022-2026 CNA unless otherwise indicated:

1. Side Letter on Caste Discrimination: University proposal, dated March 30, 2023 (attached as document 19).
2. Release Language for Article 10 and 11: University proposal, dated March 13, 2023 (attached as document 20). (Not to be included in the appendix. Parties agree that the release language is to be used with respect to the settlement of Article 10 and 11 grievances. The parties recognize that the attached release language may not be appropriate to use for purposes of settling all Article 10 and 11 grievances, including grievances containing allegations of discrimination.)
3. Side Letter for Bridge Funding: University proposal, dated April 27, 2023 at 9:47 p.m. (attached as document 21).
4. Side Letter Regarding University Indemnification Policy: University proposal, dated April 9, 2023 (attached as document 22).
5. Side Letter on Doctoral Fellowships: University proposal, dated April 28, 2023 at 1:18 p.m., amended to include date as discussed (attached as document 23).
6. Memorandum of Agreement regarding Course Atlas/Infosilem: University proposal, dated March 29, 2023 (attached as document 24).
7. Memorandum of Agreement regarding Health Benefits: Pending discussions at the Coalition of Rutgers Unions (“CRU”) negotiations table. (Upon agreement on final language between the Coalition of Rutgers Unions (CRU) and the University, the parties shall incorporate agreed upon language into the Appendix to parties’ CNA.)
8. Memorandum of Agreement regarding PhD Students: University proposal, dated April 28, 2023 at 9: 40 a.m., as amended at 1:18 p.m. (attached as document 25).

9. Memorandum of Agreement regarding Cheryl Wall Faculty Fellowships, EOF Funding, Fines and Fees, and PhD support: University proposal, dated April 26, 2023 at 7pm (attached as document 26). (Not to be included in the Appendix).

C. Legacy AAUP-BHSNJ Articles to be included in the 2022-2026 CNA [The following articles only apply to legacy BHSNJ unit members, as will be reflected in the Table of Contents to and in the body of the CNA.]

1. Article I – Purpose and Definitions: Maintain current contract language.
2. Article II – Recognition: See AAUP-AFT Article 3 above.
3. Article III – Designation of AAUP-BHSNJ Reps and Their Privileges: See AAUP-AFT Article 7 above.
4. Article IV - Personnel Files: Maintain current contract language. (Following ratification, parties to discuss merger with AAUP-AFT Article 18).
5. Article V – Grievance Procedure: See AAUP-AFT Article 9 above.
6. Article VI – Management Rights: Maintain current contract language.
7. Article VII – Deduction of Professional Dues: Maintain current contract language. (Following ratification, parties to discuss merger with AAUP-AFT Article 5).
8. Article VIII – Compensation: University proposal, dated April 24, 2023 at 11:05 a.m. (attached as document 27), amended to reflect that the academic base salary and supplement (where applicable) for legacy AAUP-BHSNJ faculty shall be set at least at the 35th percentile of the AAMC public or other appropriate benchmark as described in more detail in the University’s April 24, 2023 compensation proposal.
Extramural Support Incentive Awards: University proposal, dated April 20, 2023 at 2:30 p.m. (attached as document 33). (To be included as a separate article)
9. Article IX – Fringe Benefits: University proposal, dated April 20, 2023 at 2:30 p.m. (attached as document 28).
10. Article X – Librarian Unit Members: Maintain current contract language.
11. Article XI – School of Nursing Faculty Unit Members: University proposal, dated April 13, 2023 (attached as document 29).
12. Article XII – Travel: Maintain current contract language.
13. Article XIII – Professional Development: Maintain current contract language.
14. Article XIV – Prohibited Discrimination and Harassment: See AAUP-AFT Article 4 above.
15. Article XV – Distribution of Overall Course Schedules: Maintain current contract language.
16. Article XVI – Miscellaneous: See AAUP-AFT Article 19 above.
17. Article XVII – Duration of the Agreement: See AAUP-AFT Article 28 above.
18. Article XVIII – The Negotiation Procedure for Future Agreements: Maintain current contract language.
19. Article XIX – Academic Freedom: Maintain current contract language, except as amended by April 28, 2023 University amendment to Article XXVI, as set forth below.
20. Article XX – Conformity to Law: Maintain current contract language.
21. Article XXI – Patent Policy: See new Patent Policy.

22. Article XXII – Rules Governing Working Conditions: Maintain current contract language. (Following ratification, parties to discuss merger with AAUP-AFT Article 21).
23. Article XXIII – Reduction in Force of Tenured Faculty Unit Members: Maintain current contract language.
24. Article XXIV – Health and Safety: Pending discussions at the Coalition of Rutgers Unions (“CRU”) negotiations table.
25. Article XXV – Sabbatical Leave Program: Maintain current contract language. (Following ratification, parties to discuss merger with AAUP-AFT Article 25).
26. Article XXVI – Termination for Cause: University’s January 26, 2023 proposal, except as amended by April 28, 2023 University Proposal (attached as document 30).[The 60.5.1 amendment language will be incorporated into the Termination for Cause article as a footnote to the heading.]
27. Article XXVII – Notice of Non-Reappointment: Maintain current contract language.
28. Article XXVIII – Leave for Family and Medical Reasons: See AAUP-AFT Article 16 above.
29. Article XXIX – Leave of Absence Without Pay: Maintain current contract language. (Following ratification, parties to discuss merger with AAUP-AFT Article 17).
30. Article XXX – Faculty Personnel Grievance Procedure: Maintain current contract language. (Following ratification, parties to discuss merger with AAUP-AFT Article 10).
31. Article XXXI – No Strike or Lockout: Maintain current contract language.
32. Article XXXII – Expedited Appeal of Tenure: See AAUP-AFT Article 13 above. (Following ratification, parties to discuss merger with AAUP-AFT Article 13).
33. Article XXXIII – SHP Faculty Effort Distribution: University proposal, dated April 13, 2023 (attached as document 31).
34. Article XXXIV – Committee on Professional Relations: Maintain current contract language. (Following ratification, parties to discuss merger with AAUP-AFT Article 26).
35. Article XXXV – NTT Grievance Procedure or Denial of Promotion: Maintain current contract language.
36. Article XXXVI – Faculty Appointment/Reappointment/Promotion Processes: Maintain current contract language.
37. Article __ - “Bridge” Fund: See AAUP-AFT Side Letter for Bridge Funding above.
38. Appendix A - Salary Ranges for Medical and Dental Faculty Unit Members: (attached as document 35).
39. Appendix B - Salary ranges for Public Health Faculty Unit Members: (attached as document 35).
40. Appendix C – Salary Ranges for Nursing Faculty Unit Members: (attached as document 35).
41. Appendix D - Salary Ranges for Librarian Unit Members: (attached as document 35).
42. Appendix E - Salary Ranges for SHP Faculty Unit Members: (attached as document 35).
43. Appendix F – Outside Employment: Maintain current contract language.
44. Appendix G – Faculty Titles: Maintain current contract language.

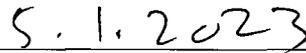
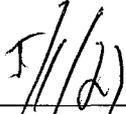
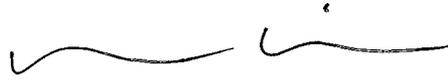
45. Appendix H – Faculty Suspension at Less Than Full Pay: Maintain current contract language. (Following ratification, parties to discuss merger with AAUP-AFT Appendix H).
46. Appendix I: Maintain current contract language.
47. Appendix J: To be updated with current benchmark data.

D. In addition, the parties agree the following Side Letters, MOAs and other agreements are to be included in the Appendix, unless otherwise indicated. [The following articles only apply to legacy BHSNJ unit members, as will be reflected in the Table of Contents to and in the body of the CNA.]

1. MOA – Recognition: Maintain current contract language.
 2. MOA – Staff Librarians in AAUP – BHSNJ: Maintain current contract language.
 3. Side Letter of Agreement – Fringe Benefits: The language in this Side Letter was incorporated into the Fringe Article. The Side Letter can be deleted.
 4. Side Letter of Agreement – Restrictive Covenants: Maintain current contract language.
 5. Side Letter of Agreement - CO-2019-189 and the Use of Unmodified Titles: Maintain current contract language.
 6. Side Letter of Agreement – Termination for Cause: Maintain current contract language.
 7. Side Letter of Agreement – Eligibility to Participate in Rutgers ABP and Trust: Maintain current contract language.
 8. Side Letter of Agreement – Professor Emeritus/a: Maintain current contract language.
 9. Side Letter of Agreement – Patient Care Supplements: Maintain current contract language.
 10. MOA – FTTRP: To be amended consistent with Settlement Agreement.
 11. MOA - Health Benefits/Fringe: Pending discussions at the Coalition of Rutgers Unions (“CRU”) negotiations table. (Not to be included in Appendix. When finalized at the CRU table, will be a separate MOA).
 12. A&P Guidelines: University proposal, dated April 24, 2023 (attached as document 32) (Not to be included in the Appendix).
 13. April 24, 2023 MOU re: CFUPs (attached as document 34).
 14. April 13, 2023 Side Letter on Legacy BHSNJ dues.
5. The terms of this MOA, inclusive of all attachments, are subject to ratification by the full-time faculty TA/GA unit of the AAUP-AFT.

For Rutgers, The State University

For the Rutgers Council of the American
Association of University Professors Chapters,
American Association of University Professors –
American Federation of Teachers, AFL-CIO



Date

Date

DOCUMENT 1

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March 15, 2023 University Package Proposal in response to 3/2/2023 Package Proposal 1 AAUP-AFT Article 2

Key: Text in bold, underline, strike and yellow highlight is new language proposed by the union and rejected by the University.
Shaded text is contract language reinserted by the University and agreed to by the Union.
All other text is agreed to by the parties.

Article 2 Academic Freedom



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

The AAUP-AFT and the University also incorporate by reference in this Agreement the principles and protections of academic freedom articulated by President Jonathan Holloway on the web site of the Office of the President at <https://www.rutgers.edu/president/academic-freedom-free-speech> and attached as Appendix __ to this Agreement.

~~A Joint University and AAUP-AFT Panel on Academic Freedom will be constituted within sixty (60) days from the date of ratification of this Agreement. The Panel will be comprised of two faculty members appointed by the AAUP-AFT, two faculty members appointed by the University, and a fifth faculty member chosen jointly by the four appointees.~~

~~Within one hundred and twenty (120) days from the date it is constituted, the Panel on Academic Freedom will make recommendations to the University President on guidelines and/or best practices to respond to and protect faculty and others in the University community from threats connected to the free and appropriate exercise of academic freedom.~~

~~The Panel will jointly plan a symposium on Academic Freedom to be held at the University no later than October 1, 2023. The symposium will address the guidelines and/or best practices set forth by the Panel as well as the principles and commitment to academic freedom as articulated by President Holloway.~~

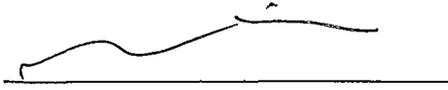
~~Within sixty (60) days following the symposium on Academic Freedom, the President, or the President's designee, shall accept, reject or modify the Panel's recommendations and shall provide an explanation for a decision rejecting or modifying Panel recommendations.~~

~~The five members of the Panel will also consider allegations of academic freedom violations referred to it by the University and/or the AAUP-AFT and will make recommendations to address the violations, by majority vote, to the Executive Vice President for Academic Affairs (EVPAA). The EVPAA will timely consider the Panel's recommendation and issue a finding on the allegation(s).~~

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

March 15, 2023 University Package Proposal in response to 3/2/2023 Package Proposal 1 AAUP-AFT
Article 2

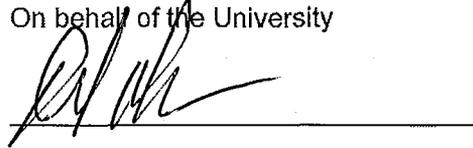
On behalf of the AAUP-AFT



Dated:

5.1.2023

On behalf of the University



Dated:

5/1/23

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Article 3 Recognition

The following paragraphs shall apply to the legacy AAUP-AFT collective negotiations unit:

1. The University recognizes AAUP-AFT as the sole and exclusive bargaining representative of all Rutgers University faculty members, teaching assistants and graduate assistants as hereinafter defined. Groups of employees may be added or deleted by mutual consent of the parties.
2. Except as set forth in Paragraph 4 below, the terms "faculty member" and "faculty members" shall include all of the following academic personnel currently employed or to be employed by Rutgers.
 - (a) All faculty members with the rank of distinguished professor, professor, associate professor, assistant professor, instructor, lecturer, research associate and adjunct faculty who are engaged in instruction, research, or other academic service;
 - (b) Members of the research, library, general extension, and cooperative extension staffs and those others, who, by virtue of University regulations hold equivalent rank (see Appendix A) to the faculty categories enumerated in (a) above;
 - (c) Faculty members who are engaged in instruction and/or research for fifty percent or more of their time during the academic year and who hold the title of associate dean, assistant dean, assistant to dean or academic director.
3. The terms "graduate assistant" and "graduate assistants", and "GA" and "GAs", and "teaching assistant" and "teaching assistants", and "TA" and "TAs", shall include all University personnel holding the titles of graduate assistant and teaching assistant.
4. Excluded are officers of administration who are deemed to be confidential employees or managerial executives, including but not limited to deans, associate deans, assistant deans, assistants to deans, and academic directors who are not engaged in instruction or research for fifty percent or more of their time during the academic year; visiting professors unless they have served more than three consecutive years; honorary professors; fellows; members of the coadjutant staff who are not required by law to be negotiations unit members; all those persons who administer or help to administer a major academic unit or program of the University; all employees who are included in ~~the AAUP-AFT Unit~~ any other existing University collective negotiations unit¹; and all other employees of the University.

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

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

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

6. PRESERVATION OF WORK

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

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

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

This section 6 shall not be grievable.

The following paragraphs shall apply to the legacy AAUP-BHSNJ collective negotiation unit:

1. The University recognizes the Union as the exclusive negotiating agent for teaching and/or research faculty and staff librarians employed 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.

2. Process for Removal of legacy AAUP-BHSNJ faculty from the negotiations unit:

The following procedure shall be followed in the event the University seeks to remove legacy AAUP-BHSNJ faculty from the negotiations unit:

1. If the University determines that an employee in a position currently represented by the Union is performing confidential, supervisory, managerial executive, or other duties justifying exclusion from a negotiations unit as defined by Section 3 of the New Jersey Employer-Employee Relations Act (EERA), at least sixty ~~thirty~~ (60/30) days in advance of a unit member's removal, the

Commented [FGH1]: 7 p.m. Counter to 4-26-2023 Union Counter - 4-26-2023 University Proposal - Process for removing unit members from unit (with paragraph 3 in proposal deleted as per agreement).

University will notify the Union and provide the Union with the basis upon which it maintains that the employee should be excluded from the negotiations unit, including a description of the duties that the employee unit member will be assigned that justify their removal from the unit, including the employee's job description and a table of organization, if available, along with documents that support the University's position, including a table of organization.

2. If the Union objects to the designation of an employee as appropriate for exclusion from the negotiations unit prior to the removal of the employee from the negotiations unit, the University and the Union will meet to review the basis for the exclusion. If after such review the Union continues to object, the employee may be removed from the unit. The Union may pursue its objection in an appropriate forum.

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Key: Text in yellow highlight and underline is new language proposed by the University.
Text in yellow highlight is language reinserted by the University.
All other text is agreed to by the parties.

Article 6 - DIVERSITY, EQUITY AND INCLUSION

The AAUP-AFT and the University recognize the value of diversity, equity and inclusion ("DEI") among all negotiations unit members. They mutually agree, therefore, to the following during the term of this Agreement:

1. The University will provide data to the AAUP-AFT annually, which includes the available race and gender of all negotiations unit members and rank and type of appointment.
2. The University Committee on Diversity, Equity and Inclusion¹ (UCD) shall address DEI issues pertaining to all negotiations unit members. The UCD will be co-chaired by the Executive Vice President for Academic Affairs (EVPAA) or designee, and shall be comprised of six members of the negotiations unit selected by the AAUP-AFT, and up to six members, including the EVPAA or designee, who may or may not be members of the negotiations unit, selected by the EVPAA, with representation from the three geographic areas of the University (New Brunswick, Newark, Camden) and from Rutgers Biomedical and Health Sciences (RBHS). The AAUP-AFT shall select a member of the Committee to serve as co-chair. The ten members of the UCD other than the co-chairs of the UCD shall make recommendations to the co-chairs by simple majority vote regarding decisions on how to carry out its charge pursuant to paragraphs 3 through 7 below and decisions with respect to expenditures on diversity initiatives pursuant to paragraph 10 below. Those recommendations receiving a majority vote shall be made to the co-chairs, who must jointly authorize the implementation of such decisions and/or the expenditure of such funds. Any action by the UCD must be in compliance with University policy and applicable law. Up to two attorneys from the Office of Senior Vice President and General Counsel shall serve in an advisory and non-voting role to the UCD. The UCD shall meet at least three times per year.
3. Consistent with the University's prior efforts regarding comprehensive strategic planning in DEI, the University is actively committed to the strategic planning and implementation for continuous improvement in DEI of its academic communities. The charge to the UCD shall be to review progress in the relevant DEI programs at the University, illuminate best practices and effective outcomes, as well as identify gaps pertaining to diversity, equity and inclusion which meet the needs of all negotiations unit members including diversity training, recruitment, retention, mentoring and professional development
4. Annual Diversity Conference: The UCD shall ~~decide whether to~~ plan an annual joint AAUP-AFT/University conference on DEI issues confronting faculty, including, but not limited to, historically underrepresented faculty, and graduate students in public research institutions across the United States.
5. Annual Report: The UCD will produce an annual report of its activities along with plans and

¹ This committee was formerly referred to as the University Committee on Diversity, Race, and Gender in the parties' collective negotiations agreement for the term July 1, 2018 to June 30, 2022.

goals for the following year.

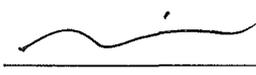
6. The UCD, may propose recommendations to the University for determining why faculty, including, but not limited to, historically underrepresented faculty, leave the University, with the goal of understanding the factors related to faculty retention. The UCD may also form a retention sub-committee comprised of UCD members that will provide recommendations to the University to support the development of an inclusive University culture and faculty retention.
7. The UCD may make recommendations to the EVPAA for the creation of new award programs, including exceptional service awards to recognize faculty who have a demonstrated commitment to working on DEI issues faced by the University's student population. UCD's recommendations to the EVPAA may include eligibility requirements and the frequency of awards.
8. The University shall support mentorship programs for negotiations unit members recommended by the UCD in collaboration with chancellor led units.
9. A University designee(s) shall meet with the UCD twice each fiscal year of the Agreement to discuss the hiring and retention of a diverse faculty in support of the President's diversity initiatives pertaining to faculty, teaching assistants and graduate assistants. The University shall provide to the UCD a report on or about January 1 and July 1 of each year regarding the expenditure of funds from the President's Faculty Diversity Hiring Initiative established by the University for the recruitment and retention of a diverse faculty. The report shall identify in the aggregate and non-personally identifiable format the faculty hired and retained with the assistance or support of the President's Faculty Diversity Hiring Initiative as it relates to new programs developed during the course of this contract pertaining to faculty, teaching assistants and graduate assistants. This information will be available to the union as part of the yearly UCD information. Specific information, including the names, departments and schools of those hired as part of the presidential faculty diversity hiring initiative shall be provided to the co-chairs of the UCD in accordance with current practice.
10. The University shall make available up to a maximum of \$125,000 for each academic year of this Agreement ("Annual UCD Fund Amount") to be utilized during the term of this Agreement, to support the diversity, equity and inclusion initiatives set forth in Paragraphs 3 through 9 above. If any funds remain from the \$125,000 allocated for any given academic year of this Agreement, those remaining funds shall not be applied to the remaining academic years of this Agreement ~~and shall be deemed forfeited by the UCD but no funds shall rollover at the expiration of the term of this Agreement.~~ This Annual Fund Amount shall be in addition to the allocations for initiatives recommended by the UCD during the term of the preceding collective negotiations agreement between the University and the AAUP-AFT which the University committed to implementing ("Prior UCD Contract Amount"), but which have not yet been expended, up to an amount no greater than that provided for in the Prior UCD Contract Amount. This Prior UCD Contract Amount of \$500,000 is a one-time rollover amount which shall be in addition to the Annual UCD Fund Amount of \$125,000 and neither amount, including any funds that remain from either amount, shall rollover at the expiration of the term of this Agreement unless otherwise agreed to in writing by the parties.

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March 27, 2023 University Response to 3-21-2023 Union Proposal Article 6 AAUP-AFT

11. All faculty, including, but not limited to, historically underrepresented faculty, are strongly encouraged to consult with their chairs, deans/directors, and other senior members of the faculty as they prepare to seek reappointment and/or promotion.
12. Violations of processes and mandatorily negotiable requirements of Article 6 shall be subject to the Article 9 Grievance/Arbitration Procedure.

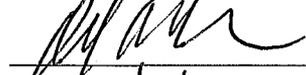
On behalf of the AAUP-AFT



Dated:

5/11/2023

On behalf of the University



Dated:

5/11/23

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Article 7- DESIGNATION OF AAUP-AFT REPRESENTATIVES AND THEIR PRIVILEGES

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A. Designation of AAUP-AFT Representatives

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

B. Union Release Time for Faculty without FTE Profile Distributions

1. The University agrees that faculty members designated by the AAUP-AFT may be released from a portion of their instructional or, if not instructional, other, responsibilities to attend to official AAUP-AFT business.
- 2.a. The AAUP-AFT shall be entitled to utilize thirty-six (36) credits of release time per year. Twelve of the thirty-six (36) credits shall be paid. The AAUP-AFT will reimburse the University for the remaining twenty-four (24) credits at the rate of \$2,000 per credit hour of instruction. In lieu of a course, the AAUP-AFT may designate a non-instructional faculty member for a comparable amount of release time. For non-instructional faculty, the percentage of release time will be based on the normal assignment for all duties, and the percentage of salary reimbursed by the AAUP-AFT to the University will be equal to the percentage of release time, up to a maximum amount of \$24,000 per semester. Reimbursement by the AAUP-AFT will be submitted by the AAUP-AFT to the representative's department/unit.
- b. In addition to the release time described above, the President and Vice President of the AAUP-AFT and the chair of the AAUP-AFT Negotiations Committee shall receive up to a total of six (6) credits of paid release time per semester, commencing at the start of the final year of the agreement, to prepare for, and participate in, negotiations for a successor collective negotiations agreement and in each semester during which those negotiations are occurring.
3. The AAUP-AFT shall in writing notify the Office of University Labor Relations of those individuals whom the AAUP-AFT wishes to designate for such release time as provided above. Such notice for instructional faculty shall indicate the specific instructional duties from which the faculty member requests release; such notice for non-instructional faculty shall specify the percentage of the faculty member's professional time and the specific duties from which release is sought. Notice shall be provided on a semi-annual basis (no later than June 1 for Fall semester; and no later than November 1 for Spring semester) in order to permit the University to

determine whether the release is consonant with the needs of the academic program.

4. Requests for release may not be unreasonably denied, and a written statement of the reasons for denial shall be given to the AAUP-AFT upon request within ten (10) working days of that request. Unused release time from any year of this Agreement may be used in a consecutive year of this Agreement provided no more than twelve (12) credits of union release time provided for in section B.2.a above, are used at any single school or academic unit in the subsequent year in which the unused credits are used.

C. Union Release Time for Faculty who use FTE profile Distributions

1. Consistent with paragraphs 2 through 5 below, the University agrees that RBHS faculty members designated by the AAUP-AFT may be released from a portion of their responsibilities to attend to official AAUP-AFT business.
2. The AAUP-AFT shall, in writing, notify the Office of University Labor Relations of those individuals whom the AAUP-AFT 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, 2022, a President, Vice-President, or other union representatives designated by the AAUP-AFT, collectively shall be granted a total of 1.2 FTE annually for the performance of official union representational duties, including but not limited to collective negotiations for the AAUP-AFT.

b. Quarterly, the AAUP-AFT shall reimburse the University for the use of such release time at the rate of \$10,000 per .1 FTE, except that 0.3 FTE of the 1.2 FTE shall be paid and shall not be subject to reimbursement by the AAUP-AFT.
4. In addition, the AAUP-AFT shall be granted 0.2 paid FTE annually to be used for collective negotiations, including but not limited to preparing negotiations proposals and attending negotiations sessions.
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-AFT upon request within ten (10) working days of that request. Unused release time from any year of this Agreement may be used in a consecutive year of this Agreement provided no more than a total of 0.5 FTE of union release time provided for in C.3 above is used at any single school or academic unit in the subsequent year in which the unused time is applied.

D. Access to University Facilities

1. Representatives of the AAUP-AFT shall be permitted access to University property to transact official business at all reasonable times, provided that this shall not interfere with or interrupt normal University operations. Where unit members work in locked/secure buildings, access to unit members in such buildings shall be facilitated by the EVP and Chief Operating Officer (EVP/COO) of the University or designee who will develop a protocol for permissible access to such unit members. The Union will submit to the the Office of University Labor Relations (OULR) the names of union representatives who are seeking access to unit members in locked/secure buildings.
2. Access includes, but is not limited to the following: (1) the right to meet with negotiations unit employees on the premises of the University during the work day to investigate and discuss grievances, workplace-related complaints, and other workplace issues; (2) the right to meet with newly hired negotiations unit employees, for thirty (30) minutes, at a University Human Resources, Human Resources-Newark, or Human Resources-Camden new employee orientation (whether in-person or remote), within thirty (30) calendar days from the date of hire of such negotiations unit employees; (3) the right to meet with newly hired TAs and GAs for thirty (30) minutes at one Teaching Assistant Orientation session as determined by the School of Graduate Studies and which session is conducted at the start of the academic year on the respective campuses; (4) 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 (5) the right to meet with newly hired employees within thirty (30) calendar days from date of hire at individual or group meetings if the employee does not attend an orientation. In addition, the AAUP-AFT shall have the right to meet with newly hired faculty members for thirty minutes during a new employee academic orientation on the respective campuses. In addition, the AAUP-AFT shall be permitted staff tables with literature and information about the AAUP-AFT at orientations or meetings during which the AAUP-AFT is meeting with negotiations unit members pursuant to section GD.2 of this Article.
3. The AAUP-AFT and its representatives shall have the right to use University buildings at all reasonable hours for meetings provided they follow regular University procedures. The AAUP-AFT may be charged for maintenance, security and other costs that would not otherwise be incurred by the University related to the use of the University's facilities. The particular facility/room for such meeting(s) shall be determined by the University.
4. The AAUP-AFT shall have the right to make reasonable use of the University facilities and equipment, including duplicating, computing and office equipment, and available audiovisual equipment, all in accordance with University procedures. The AAUP-AFT shall pay reasonable costs for the use of equipment.

5. The AAUP-AFT shall have the right to post bulletins and notices to the employees it represents, relevant to official AAUP-AFT business, without seeking permission or approval.
6. Upon request, the University shall provide designated staff representatives of the AAUP-AFT Rutgers guest Net ID to conduct union business.
7. Consistent with current practice, the AAUP-AFT shall have the right to use the University's email system to communicate with its negotiations unit members regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the union. The AAUP-AFT will comply with all University policies and guidelines when using the University's email system.

E. Information on New Negotiations Unit Members

Within ten (10) calendar days from the date of hire of negotiations unit employees, the University shall provide the following contact information to the AAUP-AFT in an Excel file format or other format agreed to by the AAUP-AFT and the University: (1) name, (2) job title, (3) worksite location, (4) home address, (5) work telephone numbers¹, 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.

F. University Website and Distribution of Agreement

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

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

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

Offer/Appointment letters shall contain a link to the Office of University Labor Relations' website where the collective negotiations agreement may be accessed.

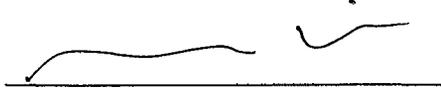
G. Campus Mail

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

¹ Includes Rutgers issued cell phone numbers for RBHS faculty at the time the information in section E is provided to the AAUP-AFT.

- 2.a. The AAUP-AFT shall indemnify and save harmless the University against any and all claims, demands, suits, judgments, settlements, or any other forms of liability, including reasonable counsel fees and other costs of defense, that shall arise out of or by reason of any action taken by the University to comply with Section G.1. above, including liability for United States Postal charges for carriage of AAUP-AFT mail at any time and also including but not limited to, any actions in connection with defending the legality of this indemnification provision. The AAUP-AFT shall remit payment for said fees and costs to the University within 30 days after receipt of a detailed statement of services rendered in connection with said defense. If full payment is not remitted within 30 days, the University's obligation pursuant to Section G.1. shall be suspended for so long as this statement of services remains unpaid.
- b. In the event this indemnification provision is found by any court or administrative agency of competent jurisdiction to be illegal or against public policy, then effective the date on which the AAUP-AFT no longer remits payments to the University as provided in Section G 2.a. above, the University's obligation under Section G H.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 G.

On behalf of the AAUP-AFT



Dated: 5/1/2023

On behalf of the University



Dated: 5/1/23

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April 28, 2023 Revised Article 8 AAUP-AFT (includes: (1) April 14, 2023 agreement reached between the parties regarding salary; and (2) April 26, 2023 University proposal for pay equity accepted by the Union)

Key: Changes agreed upon by the parties on April 14, 2023 and April 26, 2023 are in green highlight.
All other text is current contract language.

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

PKC

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

PART ONE: FACULTY SALARY PROVISIONS

I. Fiscal Year 2022-2022

All persons who are members of the faculty on June 30, 2022 and who continue to be employed as faculty members through the date of payment, shall receive an across the board salary increase retroactive to July 1, 2022 in the amount of \$3,031.

II. Fiscal Year 2023-2023

All persons who are members of the faculty on June 30, 2023 and who continue to be employed as faculty members on July 1, 2023, shall receive an across the board salary increase effective July 1, 2023 in the amount of 3.5%. Such increase shall be based on the unit member's salary as of June 30, 2023.

A lump sum payment of \$1500 will be paid in Fiscal Year 2023-2023 to unit members employed as a Teaching Assistant (TA) or Graduate Assistant (GA) on a calendar year basis as of June 30, 2023 who remain continuously employed in a TA or GA position year through June 30, 2023. A lump sum payment of \$1500 will be paid in Fiscal Year 2023-2023 to unit members employed as a TA or GA on a calendar year basis as of June 30, 2023 and who remain continuously employed in a TA or GA calendar year position through June 30, 2023.

III. Fiscal Year 2024-2024

All persons who are members of the faculty on June 30, 2024 and whose employment as faculty members continues beyond that date and who meet the eligibility criteria set forth in the Faculty Compensation Program ("FCP") in PART TWO below shall, effective July 1, 2024, be eligible to participate in the FCP, which program shall provide for merit salary increases to base salary from a pool of funds ("salary pool"), which salary pool shall be in the amount of 3.5% of the total unrestricted faculty salary base as of the second payroll in October 2024. These increases to base salary shall be awarded pursuant to the terms of the FCP as provided for in PART TWO below.

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IV. Fiscal Year 2022-2023

All persons who are members of the faculty on June 30, 2022 and who continue to be employed as faculty members on July 1, 2023, shall receive an across the board salary increase effective July 1, 2023 in the amount of 5.5%. Such increase shall be based on the unit member's salary as of June 30, 2022.

The University shall fund contractual salary increases for unit members on grants with budgets approved by funding agencies that are not already accounted for in existing grant funds or unit/department budgets, including start-up funds. This will be accomplished by awarding compensatory funds to cover the difference between budgeted salary increases and negotiated salary increases, if the total amount of the awarded grant funding is not increased by the grantor to cover the negotiated salary raises for the duration of the grant or start-up funds. If unit/department budgets do not have sufficient funds to pay the negotiated increases, the University shall fund those increases.

V. Faculty Reappointment and Promotional Salary Adjustments

A. For promotions effective July 1, 2022 - June 30, 2023

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

B. For promotions effective July 1, 2023 - June 30, 2024

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

C. For promotions effective July 1, 2024 - June 30, 2025

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

D. For promotions effective July 1, 2025 - June 30, 2026

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

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

VI. Minimum Salaries

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

Rank		7/1/22	7/1/23	7/1/24	7/1/25
Instructor	AY	67,927	70,325	72,611	74,852
Instructor	CY	77,335	80,091	82,834	85,568
Assistant Professor	AY	74,233	76,836	79,333	82,118
Assistant Professor	CY	84,615	87,577	90,423	93,608
Associate Professor	AY	76,305	79,493	82,677	86,261
Associate Professor	CY	87,570	91,035	94,551	98,552
Professor	AY	86,582	89,614	92,725	96,261
Professor	CY	98,815	102,275	105,729	109,291
Distinguished Professor	AY	117,142	121,273	125,211	129,892
Distinguished Professor	CY	133,931	138,933	143,191	148,201
Special Professorial Titles		155,850	159,737	163,611	167,822
Assistant Professor Law		90,405	93,570	96,672	99,927
Associate Professor Law		103,597	107,223	110,738	114,562
Professor I Law		119,330	123,507	127,121	131,082
Distinguished Professor Law		142,693	147,599	152,315	157,731

Commented [OULR1]: These new minimum salaries reflect an increase of \$5035 for FY23 and increases of 3.5%, 3.25% and 3.5% for subsequent years.

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

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

I. Criteria

To the extent of funds available as set forth in PART ONE, Section III of this Article 8 for the fiscal year identified therein, merit salary increases will be awarded to faculty members who have demonstrated recent and continuing excellence based on one or more of the criteria of teaching, scholarship, and service. In addition, merit salary increases may be

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awarded to faculty members whose current compensation warrants special consideration on the basis of academic or professional contributions in comparison with compensation of colleagues of similar achievement in the department or discipline at large.

II. Eligibility

1. The full-time faculty member must be in a negotiations unit position as of the second payroll in October and continue to serve in such position through the date of payment.
2. The part-time faculty member must have served three consecutive years in a negotiations unit position as of July 1, and continue to serve in a negotiations unit position through the date of payment.
3. An individual faculty member is not eligible for a merit increase in his or her terminal year at Rutgers.
4. An individual faculty member may opt not to be considered for a merit increase.
5. An individual faculty member who does not submit materials in a year in which there is a merit salary program, in accordance with PART ONE, Section III of this Article, shall not be eligible to be considered for a merit salary increase.

III. Allocation of Funds

Funds available for merit salary increases pursuant to the FCP will be allocated to the three geographic areas of the University (Camden, Newark and New Brunswick) and to RBHS, based on the proportion of the total unrestricted faculty salary pool in each of the four areas, except that 5% of the total funds available for merit salary increases in 2022-2023 shall be allocated to the President's reserve for distribution as specified in VI. 9. below. Pool funds allocated to each of the four areas will be divided into a tenure and tenure-track (TT) pool and a non-tenure track (NTT) pool based on the proportion of TT and NTT faculty salaries to the total unrestricted faculty salary base for each of the four areas as of October 15. Eighty percent of the tenure-track pool must be used for awards to tenured and tenure-track faculty; eighty percent of the non-tenure track pool must be used for awards to non-tenure track faculty. Up to twenty percent of the dollars in either pool may be used for faculty in the other pool.

IV. Size of Salary Increase

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

2022-2023: The pool of funds as set forth in PART ONE Section III shall be available for merit salary increases. The amount of a merit salary increase, if any, that may be awarded shall be at least 1% of the faculty member's salary as of June 30, 2022 or \$500, whichever is less. A faculty member may receive a merit salary increase of up to 10% of the faculty member's salary as of June 30, 2022.

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V. Announcement of Application of the Criteria

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

VI. Consideration for Award of a merit salary increase:

1. Consideration for awards of merit salary increases will begin during the fall 2022 semester for a merit increase effective July 1, 2023.
2. The departmental chairperson shall announce twenty (20) days in advance that the Peer Evaluation Committee will be considering eligible faculty members for merit salary increases from each pool and that eligible faculty members are invited to submit relevant materials for consideration.
3. Departments with four or more tenured members shall elect a Peer Evaluation Committee of at least three full-time members composed of tenured members and at least one (1) NTT member of the department. In departments with fewer than four tenured members, all the tenured members shall constitute the Peer Evaluation Committee. In departments without tenured members, there shall be no Peer Evaluation Committee.

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

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

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

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5. Subsequent to completing the evaluation process set forth in 4. above, the Peer Evaluation Committee, at its option, may make recommendations to the department chairperson, within the guidelines set forth in Section IV. above, concerning the size of the merit salary increase for those individuals whom the Committee has recommended for receipt of such an increase. If the committee chooses to make such recommendations, the chairperson shall provide to the Committee, in confidence, the salary for each individual recommended by the Committee for a merit salary increase. In addition, the Committee may make recommendations to the department chairperson that up to 20% of the dollars in either pool (TT or NTT) be used for merit awards to faculty in the other pool.
6. After the deliberations of the Peer Evaluation Committee are complete, the chairperson may either (a) endorse the Committee's recommendations, incorporating the names of the members of the Committee whom the chairperson judges meet the criteria for a merit salary increase, or (b) prepare an independent list of all of those faculty members in the department who, in the judgment of the chairperson, should receive a merit salary increase. In addition, the chairperson shall review the salaries of members of the department and shall make recommendations, within the guidelines set forth in Section IV. above, as to the size of the merit salary increase for individuals on his/her list. For each faculty member the chairperson recommends, he/she shall indicate which one or more of the criteria set forth in PART TWO, Section I above is the basis for his/her recommendation. The chairperson will then forward his/her recommendations and those of the Peer Evaluation Committee to the dean with justification and appropriate documentation. The chairperson will also forward with these recommendations the statement of the department for each pool, as specified in PART TWO, Section V. above, although the statements shall not be binding on the dean in his/her deliberations.
7. Upon receipt of the nominees from each of the department chairpersons within the unit, the dean shall formulate a list of nominees from among those proposed by the departments and including such department chairpersons and other faculty members not proposed by the departments who, in the judgment of the dean, are qualified, according to the criteria specified in PART TWO, Section I above, for a merit salary increase. The dean's list shall include the dean's recommendation as to the size of the merit salary increase for each individual on the list. For each faculty member the dean recommends, he/she shall indicate which one or more of the criteria set forth in PART TWO, Section I. above is the basis for his/her recommendation.

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

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chancellor the recommendations of the Peer Evaluation Committees and department chairs.

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

VII. Implementation

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

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

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may discuss their packets and review their professional progress with their chairperson and/or dean.

VIII. Grievability

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

IX. Information

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

PART THREE: TEACHING ASSISTANTS AND GRADUATE ASSISTANTS – SALARY PROVISIONS

- A. During the term of the Agreement, the minimum base salary for full-time teaching and graduate assistants shall be:
 - a. Academic Year Appointment: \$13,174 for Fiscal Year 2022-23; \$13,222 for Fiscal Year 2023-24; \$13,302 for Fiscal Year 2024-25; and \$13,411 for Fiscal Year 2025-26.
 - b. Calendar Year Appointment: \$13,174 for Fiscal Year 2022-23; \$13,222 for Fiscal Year 2023-24; and \$13,302 for Fiscal Year 2024-25.
 - c. Teaching and graduate assistants may be paid above the minimum base salary rate, which shall become the individual base salary for future appointments.
- B. All TAs and GAs, who hold less than a full-time appointment, may enroll at no cost to them in the Rutgers University Graduate Fellows Student Health Insurance Plan or its successor plan pursuant to procedures established by the University for this purpose.

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PART FOUR: HEALTH INSURANCE BENEFITS

The parties acknowledge that pursuant to N.J.S.A. 52:14-17.25 et seq., employees of the University are deemed to be employees of the State for purposes of health benefits and that health benefits are provided to eligible employees as set forth in applicable statutes and regulations. During the term of this Agreement, unless modified subsequently by Agreement of the AAUP-AFT and the University, employee contributions to the cost of health and prescription benefits shall continue to be in accordance with the full implementation schedule set forth in P.L. 2011, c.78 and which percentages were in effect on June 30, 2018. During the term of this Agreement, the University will continue the Rutgers Vision Care Program for employees of the University represented by the AAUP-AFT.

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

PART FIVE : OUT-OF-CYCLE SALARY ADJUSTMENTS

- A. The University may, at its discretion, increase the salary of a member or members of the negotiations unit in the following instances:
 - 1. to provide immediate recognition for an unusual professional achievement or to respond to a bona fide outside offer. The University may also, at its discretion, increase the salary of a member of the negotiations unit when it believes that an outside offer is imminent because of recent distinguished professional achievements and other evidence. When the University considers offering such an increase, notice shall be given to the available tenured members of the individual's department. They shall be afforded an opportunity to provide advice on the matter and this advice shall be included in the department's written recommendation on the matter.
 - 2. in response to market conditions in a particular discipline or subdiscipline at peer institutions.

- B. The University may increase the salary of a member or members of the negotiations unit in order to make equity adjustment 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, research achievements, and as applicable, clinical effort or other criteria applicable to extension, library, or clinical faculty, and other relevant accomplishments, compared to relevant peers and with the recognition that Rutgers prohibits discrimination based on any legally protected classifications, including, but not limited to, gender and race. "Relevant peers" may include faculty at other Rutgers campuses.

Definitions

Commented [A2]: But see, footnote 2

Commented [OULR3]: From this point to new section E is new language agreed upon by the parties o April 26, 2023, which is not all marked in green or yellow highlight. Comments from the April 26, 2023 proposal have been included.

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

1. "Faculty requestor" or "faculty member" is a member of the AAUP-AFT negotiations unit who files a request for a pay equity adjustment pursuant to Article 8, Part 5, Section B of the CNA.
2. "Day" or "Days" as used in this MOA means working days. For purposes of this Agreement, working days shall not include University holidays and closings identified on the University's posted holiday and closing schedule.

Commented [A4]: In subsequent years, the University will provide a calendar with specific dates.

The process for deciding pay equity applications.

1. A faculty member requesting a pay equity adjustment shall submit a written request with supporting documentation to the Dean and to Compensation Services (CS). Faculty members shall be eligible to submit a request for a pay equity adjustment during the window between January 1 and February 28 of each academic year.¹
2. Within thirty (30) days of February 28, in the given academic year, the Dean shall submit to CS and to the faculty requestor written comments in response to the faculty member's request. The Dean's written comments shall explain the basis upon which the Dean either accepted or rejected the comparators identified by the faculty member, as well as the basis for the Dean's selection of comparators not identified by the faculty member. CS and/or the Dean may consult with the chancellors with regard to the pay equity process. The Dean and the Chancellor shall ~~select the appropriate comparators~~ select comparators on the basis of whether faculty members are performing work that is comparable, taking into consideration the respective teaching, service, research achievements, and, as applicable, clinical effort or, other criteria applicable to extension, library, or clinical faculty.²
3. Within ten (10) days from the expiration of the thirty (30) day period set forth above in (B)(2), the faculty requestor may submit a response to the Dean's comments to CS and to the Dean. Within twenty (20) days from the expiration of the 10 day period set forth in this paragraph, the Dean shall submit to CS and the faculty member a reply to the issues raised by the faculty member.
4. CS shall calculate the explainable pay gap by utilizing the comparators selected by the Dean and may apply the coefficients generated by the regression model to the comparator pool identified by the Dean.
5. Within ninety (90) days from the expiration of the twenty (20) day period set forth above in (B)(3) for submission of the Dean's reply to the faculty member's

Commented [A5]: The University proposes this language with the understanding that there may be circumstances where there are no appropriate comparators

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

² Appropriate comparators for a faculty member allocated any cFTE may take into consideration the differences in compensation components, specifically the FVS component, applicable to those faculty members.

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comments (or ninety (90) days from the expiration of the ten (10) day period set forth above in (B)(3) if no response is submitted by the faculty member) in response to a request for a pay equity adjustment by a faculty member, UHR and the Dean shall confer, and make a salary recommendation and communicate the results of their salary recommendation in writing to the faculty member, the Union, and the respective Chancellor. If the regression is utilized, UHR and the Dean will consider the manner in which each component of the regression affects predicted pay of the faculty requestor and apply any appropriate necessary qualitative considerations to achieve an equitable result. If CS and the Dean recommend an equity adjustment, they shall specify the recommended amount of the compensation increase. Alternatively, if an application is not supported by the Dean, CS shall provide notification that the Dean has not supported the application (for the reasons provided to the requestor by the Dean for not supporting the application) ("confirmation of non-support").

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

Commented [A6]: The parties will discuss, during the FVS reopener for RWJMS clinical faculty, amendments to this process necessitated by the implementation of the FVS.

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- b. Initially two members selected from the AAUP-AFT list and two members selected from the University list shall be appointed for four (4) year terms and one member selected from the AAUP-AFT list and one member selected from the University list shall be appointed to two (2) year terms. Thereafter, all members selected by the AAUP-AFT and by the University shall be appointed for four (4) year terms.
 - c. All members of the SERC shall be full-time faculty or faculty administrator employees of the University.
 - d. Any member of the SERC who was directly involved in preparing a faculty requestor's pay equity application or appeal or who participated in the review of the faculty requestor's request conducted by the Dean, CS, or the Chancellor shall recuse themselves from any review by the SERC of the faculty requestor's appeal and shall not participate in discussions with other Committee members or otherwise influence the SERC-recommendation process. If a SERC member is recused from deliberations, an alternate member shall be selected by the University if the recused member was originally chosen by the University, or the Union if the recused member was originally chosen by the Union.
 - e. SERC members shall avoid conflicts of interests, actual or reasonably perceived, in the discharge of their SERC duties. The SERC Co-Chairs shall determine whether a conflict of interest exists with respect to any SERC member, including the Co-Chairs. If a conflict of interest is deemed to exist by the Co-Chairs, the SERC member shall recuse themselves from any review by the SERC of the faculty member's appeal and not participate in discussions with other Committee members or otherwise influence the SERC recommendation process.
9. Within ten (10) days following the expiration of the thirty (30) day period set forth above in (B)(7) for forwarding comments to the Chancellor by a faculty requestor, in response to the salary recommendation of CS and the Dean, the Chancellor shall transfer the entire file to the SERC. If a faculty requestor does not submit comments to the salary recommendation of CS and the Dean, the Chancellor shall issue a decision based on his/her review of the record without referring the file to the SERC within the time period set forth in paragraph (B)(13) below.
10. The SERC shall meet to review the file within thirty (30) days from receipt of the file from the Chancellor.
11. The SERC shall only review the faculty requestor's pay equity application and supporting documentation, the Dean's written comments in response to the application, the salary recommendation, the faculty requestor's comments, and the Dean's comments in response to the faculty requestor's comments. The SERC (but not individual members of the SERC) may request, through the Chancellor, clarification of the information provided to the SERC from the faculty member, Dean, or CS. The SERC will provide a written summary of its deliberations to the Chancellor reflecting the SERC's views. The written summary of deliberations from the SERC shall address all issues raised in the faculty

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member's comments, including, but not limited to, CS's reliance on comparators changed/selected by the Dean. The SERC does not have jurisdiction to decide alleged violations of the CNA that do not arise under this Settlement Agreement or Part Five of Article 8.

12. Within ten (10) days of the expiration of the thirty (30) day period set forth above in (B)(10) for its meeting to take place, the SERC shall forward a summary of its deliberations to the Chancellor.
13. The Chancellor shall have forty (40) days, from the expiration of the thirty (30) day period set forth above in (B)(12) for SERC to forward its summary of deliberations, to issue a decision and shall forward their decision to the faculty requestor, the AAUP-AFT, and the SERC, along with the summary of deliberations prepared by the SERC. The Chancellor's decision shall set forth the basis for accepting, rejecting, or modifying (upward or downward) the salary recommendation of CS and the Dean. If the faculty member challenges the Dean's change in or selection of comparators, the Chancellor's decision shall set forth the reasons for either accepting or rejecting the changed/selected comparators.
14. All pay equity adjustments shall be retroactive to the date the faculty requestor submitted a pay equity application to CS. If the faculty requestor does not file an appeal following this process and a salary adjustment has been recommended, no such adjustment will be paid prior to the expiration of the time for filing an appeal to the Executive Vice President for Academic Affairs.
15. The faculty member may appeal a decision of the Chancellor to the Executive Vice President for Academic Affairs (EVPAA).
 - a. A faculty member shall have twenty (20) days from the expiration of the forty (40) day period set forth above in (B)(13) to submit an appeal to the EVPAA. The faculty member shall complete a Salary Equity Appeal Form and submit it via email to evpaasalaryequityappeal@rutgers.edu within such time. A link to the form shall be provided in the Chancellor's determination letter. Along with the Appeal Form, the faculty member may submit supporting documents and information. Faculty members appealing Chancellor decisions may challenge the application of the regression equations to the particular requestor but not the use of regression analysis; faculty members also may challenge other methodologies used by CS, Deans or Chancellors to calculate the requestor's pay equity adjustments.
 - b. In reviewing the appeal, the EVPAA shall consider the faculty requestor's pay equity application and supporting documentation, the Dean's written comments in response to the application, the salary recommendation, the SERC's written summary of deliberations, the Chancellor's decision, and the faculty requestor's appeal submission.

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- c. Within thirty (30) days following the expiration of the twenty (20) day period set forth above in (B)(15)(a), the EVPAA shall make a determination sustaining or denying the appeal. If the appeal is sustained, in whole or in part, the EVPAA shall remand the appeal to the Chancellor with instructions. The EVPAA shall inform the faculty requestor in writing of such determination via email, copying the AAUP-AFT. The EVPAA's decision shall set forth the reasons for the decision.
 - d. If the EVPAA remands the appeal to the Chancellor, the Chancellor shall follow the EVPAA's instructions and issue and deliver a new decision within forty (40) days of the expiration of the twenty (20) day period set forth above in (B)(15)(c). The decision shall be forwarded to the faculty requestor and the EVPAA.
 - e. If an appeal results in a change to the salary recommendation, such change will be processed retroactive to the date of the original pay equity application submitted by the faculty requestor to CS.
16. The decision of the EVPAA shall not be grievable. However, a faculty requestor and/or the Union is not precluded from filing an Article 9 grievance based on an alleged violation of Article 4 of this Agreement following the final decision of the EVPAA. The time for filing a grievance under Article 4 shall begin to run upon receipt of the decision of the EVPAA, or if the case is remanded to the Chancellor, from the date of receipt of the Chancellor's decision on remand. Other grievances alleging procedural violations of section B of Part Five of this Article shall be filed in accordance with Article 9.

C. Funding of Pay Equity Increases:

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

Commented [OULR7]: Sections C to I in this document appeared as sections D to J in the April 26, 2023 University proposal. The sections were re-lettered as C to I since there was no section C in the April 26, 2023 proposal.

D. The Use of the Regression Model

- 1. The University agrees to exclude campus as a factor from the regression model.
- 2. UHR will share detailed regression results, as requested or deemed necessary, including the regression coefficients, and impact of the pay relevant variables, when conferring with the deans regarding salary recommendations.
- 3. It is understood that the regression analysis is just one component of a comprehensive evaluation of the requestor's pay equity application. The most significant driver of determining whether a faculty member's salary is equitable shall be the qualitative assessment of teaching, service, research, and as applicable, clinical effort or other criteria applicable to extension, library, or clinical faculty, pursuant to the terms of this Article.

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4. The parties agree that the application of the regression model used to calculate the explainable pay gap for pay equity applications shall be fully disclosed to the Union and that the regression model and its application shall be fully transparent. The University has provided and shall continue to provide to the Union the following: (a) the programming code used to clean the data and create the data sets used to estimate the regression model(s); (b) copies of the data set(s) used to estimate the regression model(s); and (c) final printouts of the estimated regression model(s) used to adjust salaries. The University will disclose any changes in the specification of the regression model(s), the data sets, or definitions of variables used in the regression model(s). The parties acknowledge that a new data set is run and new coefficients are calculated each academic year. The University shall provide the new data set and the new coefficients to the Union prior to November 15th each year.

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

1. The University agrees that the oversight and implementation of the pay equity program negotiated between the AAUP-AFT and the University will be coordinated by the Office of the EVPAA, in conjunction with the Office of the Senior Vice President for Equity ("SVPE") and the Office of the Senior Vice President for Human Resources ("SVPHR").
2. The Offices of the EVPAA, SVPE, and the SVPHR will be responsible for the development of training and mentoring materials for faculty and management with respect to pay equity issues, including guidelines for starting salaries and out-of-cycle increases to facilitate compliance with the law and applicable collective negotiations agreement.
3. The Offices of the EVPAA, SVPE, and the SVPHR shall consult with two faculty members, one designated by the AAUP-AFT and one designated by the University for a two-year appointment, with expertise in the area of pay equity and compensation (faculty experts), with respect to (a) the development of training and mentoring materials for faculty and management with respect to pay equity issues; and (b) the evaluation of the pay equity program and areas for improvement in the negotiated pay equity process. In evaluating the pay equity program, the faculty experts, in consultation with the Offices of the EVPAA, SVPE, and the Office of the SVPHR may also review and analyze pay equity data to assist in the development of a methodology for properly analyzing and reporting on the pay equity process. The initial faculty expert appointed by the AAUP-AFT shall be given a one-time, one course release to serve in a consultant capacity to the Offices of the EVPAA, SVPE, and the Office of the SVPHR in the commencement of the tasks described in this paragraph.
4. **Annual Report**
An Annual Report on Pay Equity will be issued jointly by the Offices of the SVPHR, SVPE, and the EVPAA to the University President, the University Senate, and the Board of Governors. The Report shall be a public record and posted on the University website. Prior to its issuance, the Report shall be

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transmitted to the SERC and the recommendations of the SERC as to the content of the Report shall be considered by the University. The contents of the report shall include:

- a. The number of pay equity applications received pursuant to the process described in this agreement and the collective negotiations agreement;
- b. The number of those applications that resulted in pay equity adjustments;
- c. The average percent increase in the faculty requestors' salary for all applicants; and
- d. Following consultation with the SERC and the two faculty experts, recommendations for modifications to the pay equity review process.
- e. A comprehensive analysis of the impact of the pay equity program on compensation inequities.

5. Conference on Pay Equity

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

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

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

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

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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.³ If the University invokes the prefatory "subject to" language following the determination of a fiscal emergency, the University agrees as follows:

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

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

- B. Along with the Notice provided to the AAUP-AFT pursuant to paragraph 1 above, the University shall provide the latest available statements/financial documents, as follows,
- The financial information upon which the University relies as the basis for its claim that a fiscal emergency exists;
 - The audited financial statements for the prior fiscal year;
 - Quarterly Statement of Net Position (Balance Sheet) for the current fiscal year;
 - Current projection of the Income Statement for the Unrestricted Educational and General Operating Funds (Operating Budget) for the current fiscal year;
 - Quarterly Statement of Cash Flows (Statement of Cash Flows);
 - Unaudited End of Year financial statements for the statements listed above;
 - University budget request submitted to the Department of Treasury for past, current and upcoming fiscal years; and
 - The University's Unrestricted Operating Budget for the current fiscal year and budget for the upcoming fiscal year.

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

- C. During the notice period, upon written request by the AAUP-AFT, the University shall commence negotiations over measures to address the fiscal emergency. The University is not obligated to negotiate to impasse in order to withhold any of the economic provisions of this Article. At any point during the notice period the AAUP-AFT may file a category one grievance pursuant to paragraph E below.

³ The determination of whether a fiscal emergency exists shall not be limited to whether there is a reduction in State appropriations/funding.

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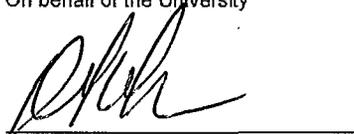
- D. The AAUP-AFT agrees that during the notice and negotiation period it will not initiate any legal action, in any forum, to challenge the University's intended action other than as specified in paragraph C above.
- E. If the parties have not agreed upon measures to address the fiscal emergency, the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

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

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

On behalf of the AAUP-AFT

On behalf of the University



Dated: 5/1/2023

Dated: 5/1/23

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March 15, 2023 University Package Proposal Article 9 AAUP-AFT

- Key: Text in shade denotes new language proposed by the AAUP-AFT and accepted by the University.
Text in shade and strike denotes new language proposed by the AAUP-AFT and rejected by the University.
Text in yellow highlight denotes new language proposed by the University.
Text in yellow highlight and strike denotes contract language deleted by the University.
Text in bold, underline and strike denotes deleted contract language agreed to by the parties as reflected in the union's 3/2/2023 package proposal.
Text in bold and underline denotes new language agreed to by the parties as reflected in the union's 3/2/2023 package proposal.
Text in bold and strike is new language proposed by the Union that the Union deleted in its 1/12/2023 proposal.
All other text is agreed to by the parties.

Article 9 - GRIEVANCE PROCEDURE

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

A. Grievances under this Procedure¹.

A. 1. A grievance under this Article 9 is

defined as: Category One:

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

¹ Grievances that allege violations of Article 4 of this Agreement shall be held in abeyance for 60 calendar days if the University or the grievant requests the Office of Employment Equity (OEE) to investigate the allegation(s) and/or if OEE initiates an investigation. Should the grievant refuse to participate in any ensuing OEE investigation, the related allegations in the grievance will be precluded from being processed and will be deemed denied. If OEE investigates the grievant's allegations and the grievant participates in the OEE investigation, OEE will provide the grievant with OEE's letter of determination and supporting investigation report. The University will amend its applicable policies as necessary to comply with this agreement Article.

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

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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, ~~or administrative decisions~~³, 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.

- A. 2. Also included in Category ~~One~~ Two are allegations of harassment of a member of the negotiations unit that are not covered under Article 4 of this Agreement. For purposes of this paragraph, harassment is intentional persistent or repeated differential treatment that negatively and directly affects the work and welfare of a member of the negotiations unit. any written (including electronic communication), verbal, or physical act that: (a) has the effect of insulting, demeaning or intimidating one or more negotiations unit members; (b) is severe or pervasive, or constitutes intentional, persistent, or repeated differential treatment; and (c) negatively and directly affects the work and welfare of one or more negotiations unit members by creating a hostile work environment.
- A. 3. Excluded from this grievance procedure are:
 - A. 3. a. All matters defined grievable under the terms of other grievance procedures between the University and the AAUP-AFT;
 - A. 3. b. An allegation regarding the evaluation of a grievant for reappointment, promotion and/or tenure as provided in Article 10, Article 13 or Article 11 of this Agreement;
 - A. 3. c. An allegation regarding a violation of the University Policies or this Agreement or established policy or practice regarding reappointment of Teaching Assistants/Graduate Assistants, as provided in Article 23 of this Agreement.
 - A. 3. d. Allegations concerning provisions of this Agreement when those provisions specify that they are not subject to the grievance and arbitration process.
- A. 4. A grievance under this Article may be filed by a unit member or members, if more than one member has been affected, or by the AAUP-AFT. A grievance filed by a member or members of the unit may only be filed with the AAUP-AFT and will be promptly transmitted to the Office of University Labor Relations by the AAUP-AFT.

~~A. 4. If a grievance filed pursuant to this Article is settled and if as a condition of~~

Commented [OULR1]: Per the union's 3/2/2023 package proposal, the parties have agreed to the following: Release language to be agreed to on a case-by case basis, with the scope of the release to be tailored upon mutual agreement of the parties.

³The phrase "Administrative Decision" means a decision or action by an administrator that sets a term and condition of employment for a negotiations unit member. For example, where an administrator notifies a faculty member that they will have access to certain lab space or will receive a course release for a given semester and then reneges on that commitment, the faculty member and/or the AAUP-AFT may file a category 2 grievance alleging a violation of the administrative decision.

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~~settlement the University requests a waiver and/or release of rights from the grievant, the waiver and/or release shall be narrowly tailored to only waive or release claims rights directly related to the issue(s) raised by the grievance.~~

- B. Requirements for Filing.
- B. 1. A grievance must be filed in writing with the Office of University Labor Relations within four (4) months of the date on which the grievant should reasonably have known of the occurrence of the alleged violation², or within twenty (20) working days of the occurrence of the alleged violation if the grievant is requesting an accelerated schedule. The written statement of the grievance shall specify which allegations in the grievance are being filed as Category One or Two; shall contain a statement of the facts surrounding the grievance; shall specify the provision or provisions of the Agreement, policies, or agreements, or administrative decisions which allegedly have been violated, misapplied, or misinterpreted; and shall specify the relief sought. In addition, where the substance of the grievance concerns a dispute between unit members, the grievance filing shall show evidence of an effort to resolve the matter with the appropriate dean. Such efforts at informal resolution of grievances shall not affect the timeliness requirements of this procedure.
- B. 2. The AAUP-AFT shall submit grievances to the Office of University Labor Relations via email. The timeliness of a grievance submitted via email to the Office of University Labor Relations shall be determined by the date of the email to the Office of University Labor Relations.
- 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.

~~² Unit members who are on term appointments or serving as Teaching and/or Graduate Assistants and grieving harassment and/or discrimination allegations that also fall under the University's Title IX policy shall have an extended filing deadline to two (2) years from the date the grievant should have known of the occurrence of the alleged violation(s). Title IX related grievances shall be processed on an accelerated schedule.~~

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- C. 4. The Office of University Labor Relations will oversee the mediation scheduling and rotation process and will copy the AAUP-AFT on all communications with the mediator.
- C. 5. A pool of six professional arbitrator/mediators, jointly agreed to by the University and the AAUP-AFT, shall be established for the duration of this Agreement except that twelve months after the establishment of the pool either of the parties may reopen negotiations about the membership of the pool. If any grievances are pending mediation at the time of a request to reopen negotiations, they shall be scheduled utilizing rotation of the pool as it exists at the time of the request. The AAUP-AFT and the University shall utilize a selection procedure that insures both rotation in the use of the mediators and random assignment of grievances to mediators. The Office of University Labor Relations shall maintain a tracking sheet that includes mediator rotation for each Article 9 grievance where mediation has been requested. The AAUP-AFT shall be provided mediation tracking sheets upon request.
- C. 6. No more than a total of six hours' service by the mediator shall be permitted for each grievance unless additional time is agreed to by the University and the AAUP-AFT.
- C. 7. Unless the parties agree otherwise, participants in mediation shall be limited to the mediator, the grievant, no more than two AAUP-AFT representatives, no more than two University representatives, and an individual, designated by the University, who is closely concerned in the grievance. The University representative may be the appropriate dean/director or the chancellor unless (a) he or she is alleged to have committed one or more of the violations that form the subject matter of the grievance or (b) the grievant, through the AAUP-AFT, notifies the University that he/she believes mediation with that individual as University representative would be pointless. In such cases, the Executive Vice President for Academic Affairs or his/her designee shall be the University representative. With the sole exception of the mediator, all participants in the mediation must be employees of the University or of the AAUP-AFT but shall not be individuals who bear the title of Counsel, Associate Counsel, or Assistant Counsel. Unless the mediator objects, the AAUP-AFT and the University may jointly agree that each may have one nonparticipant observer present at a mediation session. Such observers shall not participate in the mediation meeting in any manner.
- C. 8. 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. 9. 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

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any other grievance.

- C. 10. 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. 11. The costs of the mediator shall be borne equally by the University and the AAUP-AFT.
- C. 12. If no resolution is reached through mediation, the grievance may be pursued at Step One of this grievance procedure. If the grievant requested both mediation and a Step One meeting and no resolution is reached through mediation, the AAUP-AFT and/or the grievant may opt to not have a Step One meeting by providing written notice to the Office of University Labor Relations within ten (10) working days of the mediation.
- D. STEP ONE
 - D. 1. The Executive Vice President for Academic Affairs or his/her designee(s) may conduct such investigation as he or she may require in order to render a written response, including meeting(s) with the grievant and other individuals who are determined by the Executive Vice President for Academic Affairs or his/her designee or the AAUP-AFT to be concerned in or to have knowledge of the matter. If the grievant believes it necessary to meet with the Executive Vice President or his/her designee without other individuals concerned in the matter being present, the grievant shall be afforded the opportunity to do so.
 - D. 2. The grievant will have the opportunity to meet with the Executive Vice President or his/ her designee if the grievant requests such a meeting within 10 working days of the filing of the grievance. The meeting, whether requested by the grievant or by the Executive Vice President or his/her designee, shall be scheduled within 10 working days of the request or within 10 working days of the conclusion of mediation.
 - D. 3. In instances where the parties agree that the problem requires an accelerated schedule, if a meeting is requested at the time the grievance is filed, it shall be scheduled within five working days of the receipt of the grievance or the completion of the mediation, whichever is later, and a written Step One decision shall be rendered within 15 working days from the date of the Step One meeting. The accelerated Step One decision shall be sent via e-mail to the AAUP-AFT and the grievant simultaneously.
 - D. 4. Should the grievant fail, without valid reason, or refuse to meet with the Executive Vice President for Academic Affairs or his/her designee when such a meeting has been requested either by the grievant or by the Executive Vice President or his/her designee, the AAUP-AFT shall not be permitted to invoke Step Two of the grievance procedure and the decision of the Executive Vice President for Academic Affairs or his/her designee at Step One shall be final.
 - D. 5. Where the grievant alleges that the grievance concerns an immediate health or safety problem, the grievance shall be heard on an accelerated schedule.
 - D. 6. The grievant may be assisted by up to two representatives approved by the AAUP-AFT. The University shall have the right to assume that any representative who

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appears with the grievant is approved by the AAUP-AFT. The grievant's representatives shall be members of the negotiations unit and/or AAUP-AFT staff. Although the University may request members of the negotiations unit to participate in the investigation of, and meetings about, a grievance, a member of the negotiations unit may not be a designee of the Executive Vice President for Academic Affairs or a formally designated representative of the University.

- D. 7. Within 45 working days of the conclusion of the mediation or within 45 working days of the notification of a waiver of the mediation step by the AAUP-AFT, or within 15 working days if the parties agree that the problem requires an accelerated schedule, the Executive Vice President for Academic Affairs or his/her designee shall render a written decision except that, in all events, the Executive Vice President or his/her designee shall have no fewer than 15 working days subsequent to the Step 1 meeting(s) concerning the grievance to render a written response.
- D. 8. The Executive Vice President for Academic Affairs or his/her designee shall simultaneously submit his/her written decision to the grievant and to the AAUP-AFT. The Step One decision shall be sent via e-mail to the AAUP-AFT and the grievant simultaneously.

E. STEP TWO - ARBITRATION

- E. 1. If the AAUP-AFT is not satisfied with the disposition of the grievance at Step One, the AAUP-AFT, upon written notification to the Executive Vice President for Academic Affairs within 30 working days of receipt of the Step One decision, or within 15 working days if the grievance has been heard on an accelerated schedule at Step One, may appeal a Category One or a Category Two grievance to arbitration.
- E. 2. The written notice shall set forth the issue or issues to be arbitrated and shall specify, as to each issue, whether the AAUP-AFT presents it as a Category One or a Category Two grievance.
- E. 3. For the purpose of arbitration, a pool of six professional arbitrators jointly agreed to by the University and the AAUP-AFT shall be established for the duration of this agreement except that twelve months after the establishment of the pool either of the parties may reopen negotiations about the membership of the pool. The pool as it exists at the time of a request to reopen negotiations shall be utilized for all grievances filed up to the date of the request unless otherwise agreed to by the parties. The list of arbitrators may include individuals identified as mediators in C.4. but an individual used as a mediator in a grievance shall not also be used as the arbitrator in the same grievance.
- E. 4. If the AAUP-AFT determines that either it or an individual negotiations unit member(s) cannot arrive at a decision on whether to proceed to arbitration within the 30 working days provided herein, it will so notify the Executive Vice President for Academic Affairs during this period. This notice will extend the period for invoking arbitration for a period of 30 additional working days. Additional extensions may be agreed to by the parties, and if such an agreement is made it shall be set forth in writing. No extensions beyond the original 15 working days provided for filing of an appeal to arbitration shall be available in instances where the grievance has been heard on an accelerated schedule at Step One except by written mutual agreement of the parties.

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- E. 5. If no Step One decision is rendered, the AAUP-AFT may appeal the grievance to arbitration within five months of the last day on which the Step One decision would have been timely rendered.
- E. 6. Where a grievance concerning a health or safety problem has been heard on an accelerated schedule at Step One and has been timely appealed to arbitration, the AAUP-AFT and the University will each make an effort to obtain a prompt hearing of the grievance at arbitration.
- E. 7. The arbitrator shall conduct a hearing and:
 - E. 7. a. Binding Arbitration
In the case of Category One grievances, render a decision which shall be final and binding on the AAUP-AFT, the grievant(s), and the University;

or
 - E. 7. b. Advisory Arbitration
In the case of Category Two grievances, render a recommendation to the Office of the President. The President's decision will be final and binding for all internal University purposes. Such decision will be rendered within 15 working days of receipt of the arbitrator's report. If the President modifies or rejects the recommendations of the arbitrator, he/she will set forth in writing the reasons for such modification or rejection.
- E. 8. The arbitrator's decision or recommendation shall be rendered in accordance with law and not later than 30 calendar days after receiving final submissions from the parties unless the parties agree that more time is needed. The arbitrator shall not have the authority to amend, alter, or in any way change a University policy, established practice, or provision of this Agreement.
- E. 9. Any party may request a stenographic record. If such transcript is agreed upon by the parties, or in appropriate cases determined by the neutral arbitrator, to be the official record of the proceeding, it must be made available to the arbitrator and to the other party for inspection at a time and place determined by the arbitrator. The total cost of such a record shall be shared equally by those parties that order copies. Either party may tape the arbitration proceeding, but the tape shall not constitute the official record. The tape may be used only for the purpose of preparing the case and may not be used for any other purpose or in any other forum.
- E. 10. The costs and expenses incurred by each party shall be paid by the party incurring the costs, except that the fees of the neutral arbitrator and the fee, if any, of the administering agency shall be borne equally by the University and the AAUP-AFT.
- F. Miscellaneous
 - F. 1. No reprisals shall be taken against any grievant, AAUP-AFT representative, witnesses, or other participant, or nonparticipant observer for participation in or observation of this Article 9 grievance process. Claims of such reprisals shall be

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- F. 2. "Working Days" are all days on which the administrative offices of the University are open for business as specified in the administrative calendar. "Months" are calendar months, and they are unaffected by any of the University's working calendars.
- F. 3. The time limits in this Article may be extended at any time by written agreement of the parties to this Agreement. Upon advance written notice to the AAUP-AFT and the Office of University Labor Relations, a grievant who is on an academic year appointment may request that some or all of the period between Commencement and September 1 be excluded from the time limits in this procedure. Such requests shall not be made unreasonably and shall include the reasons for the request. Requests to exclude time between Commencement and September 1 shall not be unreasonably denied.

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

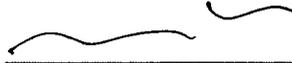
- F. 4. In order to assist the AAUP-AFT in its determination as to whether or not the grievance should be pursued beyond Step One, the Executive Vice President for Academic Affairs or his/her designee, upon request of the AAUP-AFT, shall make available to the AAUP-AFT a copy of any written policy, ~~or~~ agreement, ~~or~~ administrative decision cited in his/her written response as a basis of the answer to the grievance.
- F. 5. Whether or not pursued, this procedure shall constitute the sole and exclusive right and remedy of bargaining-unit members and the AAUP-AFT for any and all claims cognizable under this procedure. A written response at Step One which is not appealed to Step Two by written notification to the Executive Vice President for Academic Affairs in accordance with Section E.1. above shall be considered a binding and final settlement of the grievance. If there is no written response at Step One and the AAUP-AFT does not timely appeal to arbitration, the grievance shall be considered as having been withdrawn.
- F. 6. Exception as to Category Two Grievances: If the AAUP-AFT does not timely invoke Step Two in accordance with Section E.1. above, and the AAUP-AFT and/or the grievant(s) commence a court proceeding pertaining to the grievance within 45 working days of the last date upon which the AAUP-AFT could have timely invoked Step Two, the defenses of exhaustion of remedies or exclusivity of the grievance

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procedure will not be available to the University in such court proceeding. Nothing contained herein shall be construed or implied as a recognition by the University that the AAUP-AFT and/or grievant has any enforceable right against the University with respect to any misinterpretation, misapplication, or violation of University policy, of agreement, ~~or administrative decision.~~

F. 7. The exclusivity of remedies and exhaustion of procedures provided for in this Article are not intended nor shall they apply to rights of individual bargaining-unit members that arise from sources independent of this Agreement, University policies, or agreements, ~~or administrative decisions.~~

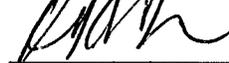
On behalf of the AAUP-AFT



Dated:

5/1/2023

On behalf of the University



Dated:

5/1/23

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March 15, 2023 University Package Proposal AAUP-AFT Article 10

Key: Text in yellow highlight reflects changes agreed to by the parties as reflected in the union's 3/2/2023 package proposal.

All other text is agreed to by the parties.

ACK

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

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

A. Definitions of a Grievance and Grievant

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

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

or

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

¹ Grievances alleging discrimination on the basis of any protected classification identified in Article 4 shall follow the process outlined in Appendix E.

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

or

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

~~Agreements to informally resolve Article 10 grievances by remanding a packet for re-review prior to a Grievance Committee decision shall not require faculty to waive rights unrelated to the remanded evaluation.~~
- 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

Commented [OULR1]: The University strikes this language and agrees to the release language set forth in Attachment B which will be used by the University as default template release language. The template release language may be modified by the parties to the release on a case-by-case basis. The union recognizes that there will be instances when a narrow release is not appropriate.

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- B. 1. Pre-Hearing Procedures
- B. 1. a. An Individual who intends to file a grievance under this procedure must so notify the Office of University Labor Relations in writing within 30 working days of the date on which the AAUP-AFT receives from the University written notice of the negative personnel action, as set forth in Article 14.5. A notice of intent to file a grievance is not considered a grievance.
- B. 1. b. Within 60 working days, for candidates for reappointment or tenure, and 90 working days for candidates for promotion to Professor or Distinguished Professor, of the date of receipt of the letter of intent to file, as specified in a. above, the grievance statement, as defined in A.3. above, shall be filed with the Office of University Labor Relations according to the rules specified below. Such grievances shall be logged in as to date of receipt and a copy forwarded within one working day to the AAUP-AFT and to the Reviewing Officer.
- B. 1. c. Such grievances shall be reviewed by the University Reviewing Officer ("Reviewing Officer") who shall determine if the grievance filing complies with Section A.1. above and Section H. below. The Reviewing Officer shall not address the substance of the grievance. He/she shall confine his/her review to two questions:
 - B. 1. c. [1] Do the allegations contained in the grievance statement conform to the definitions of an Article 10 grievance as set forth in A. 1. above?
 - B. 1. c. [2] Are the letter of intent to file and/or the grievance statement timely filed in accord with B.1.a. and B.1.b. above?
- B. 1. d. The Reviewing Officer shall forward to the designated University Representative each grievance statement that satisfies the filing requirements within 15 working days of the Reviewing Officer's receipt of the grievance. At the same time, a copy of the grievance statement with confirmation of acceptance shall be sent to the grievant and to the AAUP-AFT.
- B. 1. e. If the Reviewing Officer finds that a grievance statement does not meet the filing requirements, he/she shall return it to the grievant within 15 working days with a written statement specifying the defects leading to its rejection. A copy of such statement shall at the same time be sent to the AAUP-AFT. If the Reviewing Officer is unable to meet the deadlines specified herein, he/she shall so notify the AAUP-AFT in writing and provide a date by which the determination will be provided.
- B. 1. f. Unless the Reviewing Officer has held the grievance to be untimely, the grievant may resubmit revised allegations with a signature page signed by the grievant within 15 working days of receipt of the letter rejecting the allegations. Such resubmission to the Reviewing Officer shall be handled according to the above procedure. Allegation(s) not revised and resubmitted by the grievant

or appealed in accordance with B.1.h. below shall constitute withdrawal of the allegation(s).

- B. 1. g. Within 15 working days of the conclusion of the Reviewing Officer and/or Permanent Referee Procedures, the grievant shall file a final signed grievance statement with the Office of University Labor Relations. The final grievance statement may include a request for any documents and/or other information needed to complete the presentation of the grievance, and should explain the relevance of the requested material to the alleged violations. Reasonable requests for information may be made prior to and/or after the grievance statement has been filed.
- B. 1. h. If the Reviewing Officer finds the grievance to be untimely, the AAUP-AFT may appeal this finding to the Permanent Referee, as provided below, within 15 working days of the grievant's receipt of the Reviewing Officer's letter of rejection.
- B. 1. i. In the event the action taken by the Reviewing Officer is unacceptable to the grievant, the grievant may request that the AAUP-AFT pursue an appeal on his/her behalf. Such request must be made in writing and received by the AAUP-AFT within five working days of the grievant's receipt of the Reviewing Officer's letter of rejection. The AAUP-AFT may:
 - 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-AFT determines that it needs more time to arrive at a decision on whether to file an appeal as requested by a grievant, it will notify the Reviewing Officer prior to the expiration of the period for filing an appeal to the Permanent Referee and such notice will automatically extend the deadline for submitting an appeal to the Permanent Referee by an additional 20 working days.

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

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

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

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

B. 1. 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 Promotion, or as a dean, and who has not participated in the evaluation.

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

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

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

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

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

B. 2. Hearing Procedures

- B. 2. a. The Grievance Committee shall make a good faith effort to meet to hear the grievance within 10 working days of receipt of the material specified in B.1.j. above, and may request at the time of scheduling that the grievant and/or the University be prepared at that meeting to present the testimony of witnesses on specific issues raised in the grievance statement, to further explain specific issues raised in the grievance statement, to present additional documentation, and/or generally to present their case.
- B. 2. b. The chair of the Grievance Committee is responsible for the conduct of the hearing although all three members have equal authority and, if consensus

cannot be reached, any two of the three suffice for a Committee decision. The total time allotted to the hearing of a grievance ordinarily shall not exceed two working days, generally equally apportioned to the grievant's presentation and the University's response, unless the Committee approves a request by either side for additional time. The Grievance Committee may pose any questions it deems appropriate to the grievant, the grievant's representative, the University Representative, or to any individual whose testimony is presented by the University or the grievant.

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

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

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

be fashioned to remedy identified defects. The instructions shall constitute the 30-day notice, pursuant to Article 14 of this Agreement.

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

C. Confidentiality

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

- C. 1. The grievance statement, University response, associated documents, identities of witnesses, and evidence presented at the hearing shall be kept confidential by all

concerned, except that the grievant or the University may make disclosure only to the extent necessary and only to potential witnesses and/or persons against whom allegations have been made and/or persons the party has reason to believe may be able to assist in the preparation and/or presentation of that party's case. Such disclosure shall be limited in scope to those aspects of the case the party has reason to believe are relevant to 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 grievance for any other purpose.

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

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

- D. Settlement of Procedural Questions Arising During a Grievance Committee Hearing
 - D. 1. A question arising during the processing of a grievance under this procedure concerning the interpretation and/or application of this procedure may be raised by the grievant or the University Representative as a matter for determination by the Grievance Committee.

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- D. 1. a. In the event the Grievance Committee declines to determine the matter or the grievant or the University Representative is not satisfied with the soundness of its interpretation and/or application, that procedural issue shall be referred to the Permanent Referee, in accordance with Section D.3. below.
- D. 1. b. If such issue is referred to the Permanent Referee, the grievant and/or the University Representative may request that the hearing be suspended pending his/her review.
- D. 1. c. If suspension is not requested, the hearing may proceed to consider matters on which no issue of interpretation or application of this procedure has been raised.
- D. 1. d. A ruling made by the Grievance Committee on the interpretation or application of this procedure that is not referred by the grievant or the University Representative to the Permanent Referee at the time of such ruling shall be binding for this and only this case.
- D. 2. A question concerning a matter of procedure not specifically addressed by this procedure shall be referred within five working days of the date the issue arose to the parties to this Agreement (AAUP-AFT and the University) for a joint determination that shall amend the procedure on this question.

Should the AAUP-AFT and the University fail to reach such agreement within five working days of submission to them, the question may be submitted to the Grievance Committee by either party for an ad hoc procedure to be implemented in the instant case as a reasonable solution to the issue at hand. Any such ad hoc procedure shall not be a precedent in any other case. The Grievance Committee shall render a decision within seven working days of the date the matter was submitted to it.
- D. 3. The Permanent Referee shall have the authority to make binding decisions on the interpretation and/or the application of provisions of this procedure where such issues are referred to it under the provision of D.1. Matters so referred shall be handled as follows:
 - D. 3. a. The grievant and/or University Representative shall submit their respective claims in writing to the parties to the Agreement (AAUP-AFT and the University) within two working days of the date the issue arose. The parties shall each prepare a written position on the issue to be forwarded to the Permanent Referee, with each party copying the other, within five working days of receipt of the statement of claim.
 - D. 3. b. Either the AAUP-AFT or the University may request a hearing on the matter before the Permanent Referee. Such request shall be made at the time of the party's submission of its position to the Permanent Referee.

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

E. Appeals of Remanded Evaluations

- E. 1. Letters of intent to grieve and grievance statements, as defined in B. above, shall be filed with the Office of University Labor Relations in accordance with the schedule and provisions therein.
- E. 2. Within 25 working days of receipt of the final grievance statement (after all allegations submitted have been vetted by the Reviewing Officer and, if applicable, Permanent Referee) the Office of University Labor Relations shall forward a written response to the particulars of the grievance to the grievant and to the AAUP-AFT. At the same time, the University shall forward the grievance statement and the University's response to the grievance to the Faculty Appeals Board, if constituted. The University's response shall address each allegation and shall identify and attach, if possible, any documents pertinent to the grievance. The University shall also forward, at the same time, the grievant's reappointment/promotion packet, and make available to the Appeals Board, the external confidential letters of evaluation, and, if the Faculty Appeals Board so requests, shall also make available the supplementary materials to the reappointment/promotion packet.
- E. 3. If the grievant intends to request documents and/or other information from the University, he/she shall do so, in writing, on the appropriate form with the grievance filing. Reasonable requests for information may also be made in writing, prior to and/or after the filing of the grievance statement. All such requests shall explain the relevance of the requested information or documents to the alleged violations.
- E. 4. External confidential letters of evaluation shall not be made available to the grievant or to his/her advisors, or to the University Representative for the purpose of this proceeding. The Faculty Appeals Board shall exercise all due diligence in protecting the confidentiality of the external letters and shall return all copies of the promotion packet and the external confidential letters to the University Representative once the Board has rendered its decision.

- E. 5. The Faculty Appeals Board shall make a good faith effort to meet to hear the appeal no later than within one month of receipt of the material specified in E.2. above. If there is more than one grievance before the Appeals Board, priority shall be given to hearing and deciding grievances in which the grievant's employment is due to terminate. If the Faculty Appeals Board deems the caseload to warrant it, the Board may constitute, from among its members, two or more three-member panels. Generally, the Faculty Appeals Board will review only the written record, except that the grievant, at his/her request, shall have the right to appear before the Board for up to one hour for the purpose of presenting his/her case and answering any questions the Board might have. The grievant may be accompanied by his/her AAUP-AFT representative. The University Representative and his/her advisor shall be present and shall have the opportunity to respond. At its sole discretion, the Board may request from the grievant or the University Representative additional materials or oral or written explanations.
- E. 6. The Faculty Appeals Board shall render a decision in writing on a form appropriate to its finding. Such form shall be agreed upon by the AAUP-AFT and the University.
- E. 6. a. The Board may deny the grievance. A denial of the grievance is final and binding on the grievant, the AAUP-AFT, and the University, and no further grievance or appeal may be made by the faculty member. This finding shall be forwarded immediately to the AAUP-AFT by the University.
- E. 6. b. The Board may order a remanded evaluation. An order for a remanded evaluation is binding on the grievant, the AAUP-AFT, and the University, and, if a remand is ordered, the Faculty Appeals Board shall provide advice to the University in structuring the remand. This finding shall be forwarded immediately to the AAUP-AFT by the University.
- E. 6. c. The Board may recommend to the Promotion Review Committee that the faculty member receive reappointment, promotion, and/or tenure. This recommendation must be considered by the President along with all other recommendations of the Promotion Review Committee. Such recommendation, made on the appropriate form, shall evaluate the candidate's performance in each of the applicable criteria and shall include the Faculty Appeals Board's rationale for the recommendation. Notification that such recommendation has been made shall be forwarded immediately to the AAUP-AFT by the University.

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

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

subject only to recommendation by the President and action by the Board of Governors, shall be final and binding on the grievant and the AAUP-AFT, and no further grievance or appeal may be made by the faculty member.

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

F. 1. Permanent Referee

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

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

F. 2. Grievance Committees

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

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

- F. 2. b. Each Grievance Committee shall be constituted as soon as reasonably practicable following the filing of the final grievance statement. Within ten working days of constitution of the Committee, the grievant may challenge, in writing and stating the reason, the participation of any Grievance Committee member for cause. Such a challenge shall be directed to the University Representative by the AAUP-AFT. If the University and the AAUP-AFT cannot resolve the matter, it shall be referred to a faculty member selected jointly each year by the AAUP-AFT and the University. This individual shall receive only the grievant's written challenge and the University's written response, a copy of which shall be provided to the AAUP-AFT. The grievant may, within ten working days, provide a written rebuttal limited to points raised in the University response. The jointly selected faculty member shall render

a final and binding decision within eight working days and shall notify the faculty member in case of removal.

F. 2. c. The members of each Grievance Committee shall designate one of their members as chairperson of the Committee.

F. 2. d. Faculty members selected to serve on a Grievance Committee shall participate in a joint University-AAUP-AFT briefing before being empaneled. The purpose of the briefing is to ensure that the Committee members understand the procedure and their role in the grievance process. Only persons who have participated in a briefing may serve on a Grievance Committee.

F. 3. Faculty Appeals Board

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

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

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

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

G. Miscellaneous

- G. 1. Grievance Committees do not have the authority to substitute their judgment for the academic judgment of persons charged with the responsibility for making such judgment. Further, neither the Grievance Committees nor the Faculty Appeals Board shall have the authority to amend, alter, or in any way change a provision of this Agreement, a University Policy, or an established practice of the University.
- G. 2. No reprisals shall be taken against any grievant, advisor, witness, or member of a Grievance Committee or the Faculty Appeals Board for participation in the grievance process. Claims of any such reprisals shall be grievable under Article 9, Category One.
- G. 3. If a Grievance Committee finds for the grievant, the grievant shall receive a twelve-month extension of employment beginning July 1 following the decision.
- If the Faculty Appeals Board either orders a remand for the grievant or recommends to the Promotion Review Committee that the faculty member receive reappointment, promotion and/or tenure, the grievant shall receive a twelve-month extension of employment beginning July 1 following the decision.
- G. 4. A grievant shall not be evaluated while an Article 10 grievance is pending.
- G. 5. It is the understanding of the AAUP-AFT and the University that all parties to the grievance procedure, including the Grievance Committee, the grievant, the grievant's representatives, the University's Representatives, and witnesses presented by the grievant and the University, are charged with the responsibility for cooperating in the scheduling and hearing of the grievance in an expeditious manner.
- G. 6. There shall be no ex parte communication regarding the substance of the grievance with the Grievance Committee or with the Faculty Appeals Board by the grievant, the University Representative, or their advisors, the AAUP-AFT, or the University administration.
- G. 7. This Article 10 grievance procedure, whether or not pursued, shall constitute the sole and exclusive right and remedy of bargaining-unit members for all claims cognizable under this procedure. Decisions by a Grievance Committee or the Faculty Appeals Board as provided for in this Article 10 grievance procedure shall be considered a binding and final settlement of the grievance. The exclusivity of remedies and exhaustion of procedures provided for above are not intended nor shall they apply to rights of individual bargaining-unit members that arise from sources independent of this Agreement, University policies, agreements, ~~administrative decisions~~ or regulations. Nothing in this provision shall be construed or implied as a waiver by the University of the defenses of exhaustion of remedies or exclusivity of the grievance procedure.

Commented [OULR2]: The parties have agreed to strike this language based on the parties' agreement to the release language set forth in Attachment B which will be used by the University as default template release language. The template release language may be modified by the parties to the release on a case-by-case basis. The union recognizes that there will be instances when a narrow release is not appropriate.

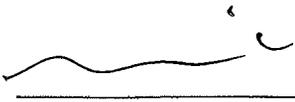
H. Time Limits

- H. 1. For the purpose of this procedure, "working days" are all days on which the administrative offices of the University are officially open for business as specified in the administrative calendar.
- H. 2. Grievances submitted from New Brunswick shall be delivered to the Office of University Labor Relations, in which case the delivery date will establish the timeliness of the filing. Grievances submitted from the Camden and Newark campuses as well as other locations outside New Brunswick shall be sent by United States mail to the Office of University Labor Relations, in which case the postmark date will establish the timeliness of filing. Electronic transmissions submitted to the designated e-mail address number of the Office of University Labor Relations are acceptable. The date of the email to Office of University Labor Relations shall be the date of the filing of the grievance.
- H. 3. Requests for extensions of any of the time limits specified in this grievance procedure may be granted only by mutual agreement of the University and the AAUP-AFT.
- H. 4. If a member of the negotiations unit intends to file an appeal to the Faculty Appeals Board and it is likely that his/her employment with the University would terminate prior to the date of a decision by the Faculty Appeals Board if the normal time schedule set forth in these procedures were followed, the grievant shall have the opportunity to utilize an accelerated schedule, as set forth below:
 - H. 4. a. The grievant must notify the Office of University Labor Relations in writing of his/her intent to file a grievance within ten working days of the date on which the AAUP-AFT receives notification of the negative personnel action and must indicate that he/she is utilizing the accelerated schedule.
 - H. 4. b. Within 20 working days of the date of the letter of intent to file, as specified in H.4.a. above, but no later than ten working days prior to June 21, the grievance statement, as defined in A. 3. above, shall be filed with the Office of University 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.

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H. 4. e. If the grievant fails to meet any deadline set forth in this accelerated procedure, he/she shall lose all right to utilize it, and the grievance shall be heard in accordance with the regular time schedule set forth in this Article 10 grievance procedure.

On behalf of the AAUP-AFT



Dated:

5/1/2023

On behalf of the University



Dated:

5/1/23