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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.

RKC

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

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

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 11 grievances by remanding a packet for re-review prior to a Grievance Committee decision shall not require a faculty member to waive rights unrelated to the remanded evaluation.~~

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.

The procedures set forth below are the established avenues for NTT grievances related to denial of reappointment and/or promotion under the University's "Appointments, Reappointments and/or Promotions of Non-Tenure Track Faculty" procedure or the "Academic Promotion Instructions" for non-tenure track faculty and librarians.¹

A. Definition of a Grievance

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

a. A material² procedural violation of University policies and/or procedures related to reappointment and/or promotion considerations for non-tenure track faculty, and/or appointment of law school faculty to long-term presumptively renewable contracts. This includes but is not limited to the Academic Promotion Instructions for Non-Tenure Track Faculty (Libraries and non-Libraries) and/or their appendices; the Appointments, Reappointments and/or Promotions of Non-Tenure

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

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

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Track Faculty procedures, and established practices³ related to reappointment/promotion considerations of non-tenure track faculty, and/or appointment of law school faculty to long-term presumptively renewable contracts;

b. Discrimination or Enmity by an evaluator or an evaluative body against the grievant;

c. A material⁴ factual inconsistency⁴ in the narrative of an evaluator or evaluative body with the record as presented in the candidate's packet;

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

B. The Grievance Procedure

1. Grievances shall be presented on a form jointly agreed to by the University and the AAUP-AFT within the timeframes established below.
2. The timeframes established below may be extended by mutual consent between the AAUP-AFT and the Office of University Labor Relations.
3. "Working days" are all days on which the administrative offices of the University are open for business as specified in the administrative working calendar.
4. For purposes of this procedure, the University representative, the University representative's advisors and the grievant's advisors shall be employees of the University or of the AAUP-AFT, unless the parties agree to waive this requirement in individual instances.
5. A grievance under this Article must be filed by a faculty member with the Office of University Labor Relations ("OULR") within twenty (20) working days from the date on which the AAUP-AFT received written notice of a faculty member's non-reappointment and/or denial of promotion. Such grievances shall be logged in as to the date of receipt and a copy forwarded within one working day to the AAUP-AFT. At the time of filing, the grievant shall identify his/her advisor(s) on the grievance form and provide contact information.
6. In the event the OULR, in its capacity as the University Reviewing Officer, determines that the grievance filing does not comply with Sections A.1 and B.5 above, OULR shall provide the AAUP-AFT and the grievant with a written statement specifying the defects in the grievance, within four working days of the filing of the grievance. OULR's

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

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

written statement shall be confined to why the allegations in the grievance do not conform to the definitions of an Article 11 grievance, as set forth in A.1 above and/or why the grievance statement was not timely filed in accordance with B.5 above.

7. The AAUP-AFT shall respond, in writing, to the OULR's written statement within four working days.

8. If after reviewing the AAUP-AFT's written response, OULR finds the grievance does not comply with Sections A.1 and B.5 above, within four working days from receipt of the AAUP-AFT's written response, the AAUP-AFT may submit the dispute to the Permanent Referee for resolution. Such submission shall be accompanied by OULR's written statement specifying the defects in the grievance and the written response by the AAUP-AFT.

[a] The Permanent Referee shall review the submissions and render a decision in writing within 4 working days of receipt of the submission, unless the Permanent Referee advises that additional time is needed. In such case, the Permanent Referee shall advise of the additional time needed and the decision shall be due on the date subsequently designated by the Permanent Referee. No hearings will be conducted before the Permanent Referee

[b] 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 OULR.

[c] 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 OULR 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.

9. The decision of the Permanent Referee shall be binding on the grievant, the University, and the AAUP-AFT.

10. The Permanent Referee for grievances filed pursuant to Article 11 shall be the professional arbitrator jointly selected by the University and the AAUP-AFT for grievances filed pursuant to Article 10. Such professional arbitrator 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.

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

1. Lists identifying two Grievance Committee pools will be provided to each campus Chancellor's office annually. "Pool One" shall be constituted from among all campus tenured faculty. "Pool Two" shall be constituted from among all NTT campus faculty at or above the rank of Associate Professor with at least five (5) consecutive years of full-time

service as an NTT faculty member at the university. University Human Resources will randomly select twenty (20) faculty members from the appropriate population in order to constitute Pool One, and ten (10) faculty members from the appropriate population in order to constitute Pool Two. The random process to be utilized will be jointly agreed to by the University's Office of University Labor Relations and the AAUP-AFT. The randomly selected faculty members for each pool will then be listed in the order in which their names were selected.

2. For each grievance that is timely filed and that alleges one or more of the violations set forth in Sections A.1(a) through A.1(d) above, two individuals will be selected in numerical order from Pool One and one individual will be selected in numerical order from Pool Two.
3. No faculty member shall serve on a grievance committee for a case in which he/she has participated in the evaluation process.
4. Committee members shall be notified of their selection by a joint letter from the University and AAUP-AFT. At the same time, a copy of the grievance shall be sent to each committee member along with a copy of this grievance procedure, the grievant's reappointment/promotion packet (excluding confidential letters of evaluation), and a copy of the "Grievance Committee Findings and Recommendation Form"⁵. The AAUP-AFT shall inform the grievant of the committee selection.

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

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

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

agrees to allow additional time. The meeting shall only address the allegations included in the grievance statement.

8. Within five (5) working days of a meeting, the grievance committee shall make a good faith effort to render its decision on the "Grievance Committee Findings and Recommendation Form." The committee chair will be responsible for distribution of the completed form to the grievant, the AAUP-AFT, the Chancellor, the Dean or Director of the unit, and the Office of University Labor Relations.⁶
9. The grievance committee's role is limited to determining if the alleged violation has been proven by a preponderance of the evidence. For each allegation sustained by the grievance committee, the committee shall identify who committed the specific violation and which level of evaluation was affected by the violation. The grievance committee shall not make judgments as to whether the grievant should receive reappointment and/or promotion.
10. If the grievance committee sustains one or more of the allegations it shall order a remand, which is the sole and exclusive remedy under this procedure. The grievance committee shall provide its recommendation to correct the defect(s) identified in the sustained allegation(s) and may provide any additional commentary and analysis it deems appropriate.

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

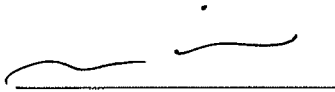
Remand Process:

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

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

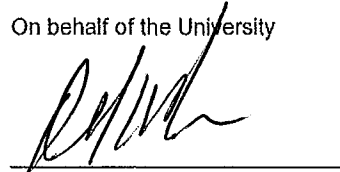
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On behalf of the AAUP-AFT



Dated: 5/1/2023

On behalf of the University



Dated: 5/1/23

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Ad 5/1/23

April 25, 2023 University Proposal replacing the University's 4/13/2023 proposal and 4/13/2023 MOA in response to Union's 3/29/2023 Proposal Article 12

Key: Text in blue font is new language agreed to by the parties on April 14, 2023.
Text in green highlight is new language proposed by the University.
Text in yellow highlight and strike is language deleted by the University.
Text in yellow highlight, bold, underline and strike is language proposed by the union and rejected by the University.
Text in strike is language deleted by the union and accepted by the University.
Text in bold and underline is new language proposed by the union and accepted by the University.
All other text is agreed upon by the parties.

12 - TEACHING ASSISTANTS/GRADUATE ASSISTANTS *nic*

A. Notification of Criteria for Appointment and Reappointment

~~Consistent with University Policy 60.5.3, as amended, a Teaching Assistant is a graduate student paid a salary to render service to the University, primarily in teaching, and a Graduate Assistant is a graduate student paid a salary to render service to the University, primarily in research, either directly, or under a grant or contract with other agencies.~~ Academic departments that have employed Teaching Assistants and Graduate Assistants in each of the previous three semesters shall provide notice in writing of the departmental criteria for such appointments or reappointments. Individual contract letters shall be issued to Teaching Assistants and Graduate Assistants upon appointment and reappointment and, pursuant to the above provision, where written criteria for appointment or reappointment exist, they shall be included with the appointment letter.

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

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

If any of the above information is not included in the letter offering appointment or reappointment, the information will be provided as soon as it is available in a revised letter.

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

~~Effective the Spring Semester 2020, Full-time PhD students who are paid a salary by Rutgers University to teach courses in a Rutgers University academic program during an academic year and prior to the PhD student's admission to candidacy or through the completion of the fifth year of the doctoral program, whichever is sooner, shall be appointed only as Teaching Assistants for such assignments.¹~~

Consistent with University Policy 60.5.3, as amended, graduate students paid a salary to render service to the University, primarily in teaching, are employed as Teaching Assistants (TAs) and graduate students, paid a salary to render service to the University, primarily in research, either directly, or under a grant or contract with other agencies, are employed as Graduate Assistants (GAs). Graduate students, including those funded through fellowships, who are performing the duties of a TA or GA shall be classified as a TA or GA through the academic appointment process. If there is a dispute as to whether a fellow is performing the duties of a TA or a GA, the graduate student or the Union may request a review by the Provost's Office, as to whether the graduate student should be reclassified as a TA or GA. ~~Also consistent with University Policy, graduate students, who are compensated through fellowships, where receipt of the fellowship funding requires the performance of a service for the University and where the graduate student performs research in an academic department or research unit provided that the graduate student is performing this research under the control of the University and under the specific direction of a faculty member or authorized Principal Investigator shall be included in the negotiations unit and shall be employed as Graduate Assistants (GAs).~~

The University shall continue to encourage all departments and programs when appropriate to appoint full-time graduate students as full-time teaching and graduate assistants. The administration shall provide to the AAUP-AFT by August 15 of each year evidence of how this encouragement has been carried out during the previous academic year.

B. Notice of Reappointment

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

¹ This provision of Article 12 is not a definition of or limitation on the duties or assignments that constitute TA or GA negotiations unit work.

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In the department in the current year and the number of appointments already offered in the department for the coming year. The names of those individuals who receive notification of non-reappointment shall be forwarded to the AAUP-AFT within 20 working days of the notice of non-reappointment.

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

C. Workload

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

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

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

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

The parties recognize that informal discussion may be the most effective way to resolve problems in assignment of duties. If at any time over the course of an appointment, a Teaching

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Assistant or Graduate Assistant reasonably believes that his/her specifically assigned duties routinely require hours that will cumulatively exceed the hours of effort required by the appointment percentage over its full term, he/she may raise the matter with the department chair, unit head, or appropriate graduate director. The department chair, unit head, or appropriate graduate director may reject the claim, or direct either an adjustment in specifically assigned duties or, pending availability and approval of funding, an adjustment in the appointment, which may include an adjustment in compensation based on the annual salary of the Teaching Assistant or Graduate Assistant ~~for hours in excess of fifteen (15) per week, based on an hourly rate using the TA/GA annual salary.~~ If no satisfactory resolution is achieved, the matter may be raised as a Category Two grievance under Article 9 of this Agreement.

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

~~Claims of violations of the above provisions shall be heard as Category Two grievances under Article 9 of this Agreement, except that claims of violation of the average fifteen-hours-per-week requirement shall be heard as Category One.~~

D. Term of Appointment

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

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

TAs and GAs should not be required to perform work during the University's closures, including, between Christmas Day/Christmas Day observed and New Year's Day/New Year's Day, ~~and~~ Thanksgiving Day and the day after, ~~and during and Spring Recess mid-semester breaks, unless emergent circumstances require the assignment of work during those periods.~~

~~At the conclusion of any one-year term of employment as a TA or a GA, the University shall offer the PhD student employment as a TA or a GA through the completion of the fifth year of the student's doctoral program.~~

Commented [OULR1]: See separate MOA proposed by the University.

E. Training

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

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

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

F. Tuition Reduction Program

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

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

G. Information

1. Sixty (60) calendar days after the end of each semester the University shall provide the AAUP-AFT with the following information for each full-time graduate student ~~who is classified as a fellow~~ and who is employed by the University in a position that compensates the graduate student for an average of 8 or more hours of work per week over the course of a semester and who is not in TA or GA position: (a) name; (b) employing department/unit/school; (c) employment title; (d) number of hours worked during each week of the semester; and (e) a description of the work performed by the employee. Additionally, the list shall exclude the following students who are fellows; students employed for non-academic work or by a non-academic department, such as Athletics and Dining Services; and students in a Class 1, 3, 4 or work-study title.
2. If the AAUP-AFT asserts that any of the graduate students identified in the information provided pursuant to paragraph 1 above should have been classified as a TA/GA during the semester for which the information was provided, the AAUP-AFT may identify those students to the Office of University Labor Relations, along with the information upon which it relies in support of its position.
3. If the Office of University Labor Relations determines that any full-time graduate students employed by the University should have been appointed as TAs or GAs for the work performed, the Office of University Labor Relations shall notify the AAUP-AFT and the

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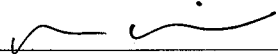
department/unit in which the graduate student was employed.² Further, the Office of University Labor Relations shall advise the department/unit that if it is going to employ the graduate student in a subsequent semester, performing the same role as the graduate student worked in the semester at issue, the department shall employ the graduate student as a TA/GA.

² The time for filing a grievance alleging the improper classification of a graduate student employed by the University shall run from the date of receipt of information by the AAUP-AFT pursuant to section HG of this Article.

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March _____, 2023 Side Letter

1. ~~During negotiations for the parties' July 1, 2022 to June 30, 2026 collective negotiations agreement ("New CNA"), the AAUP-AFT submitted a proposal seeking to include in the unit full-time PhD students who have not completed their fifth year of their doctoral program and who hold appointments as a Graduate Fellow ("Graduate Fellow Proposal"). The AAUP-AFT maintains that such Graduate Fellows perform the duties of Teaching Assistants and Graduate Assistants in the unit. The University maintains that Graduate Fellow appointments are for individuals who carry a full program of graduate work and receive a grant for support as a graduate student but perform no required services for the University, unlike an AAUP-AFT Teaching Assistant or Graduate Assistant who is paid a salary to render services to the University.~~
2. ~~The parties agree that following the ratification of the New Agreement by the AAUP-AFT's membership, the parties shall continue discussions regarding the AAUP-AFT's Graduate Fellow Proposal.~~
3. ~~The AAUP-AFT agrees that ratification of the New Agreement, and subsequent implementation by the University of the New Agreement shall not be delayed pending the discussions over the AAUP-AFT's Graduate Fellows Proposal.~~

By:  _____ By: _____
AAUP-AFT Rutgers, The State University of New Jersey

Dated: 5/1/2023 _____ Dated: _____

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13 - EXPEDITED APPEAL OF DENIAL OF TENURE

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

Tenure packets including all written evaluations and excluding external confidential letters will be forwarded to Rutgers e-mail addresses of unsuccessful tenure candidates within three five working days of the April Board of Governors meeting.

Commented [SW1]: The AAUP-AFT agrees to this proposed change.

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

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

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

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

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

7-26-2022 Article 13 AAUP-AFT Proposal 2

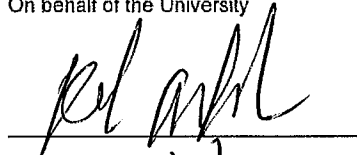
3. Deny the appeal. If the PRC denies the appeal, it shall notify the candidate on the date of the June Board of Governors meeting and no further grievance or appeal process will be available.

On behalf of the AAUP-AFT



Dated: 5/11/2023

On behalf of the University



Dated: 5/11/23

DOCUMENT 11a

0092
00092

April 20, 2023 University Proposal (an update of the University's April 14, 2023 proposal) in response to 3-29-2023 Union Proposal Article 16

- Key: Text in bold and underline is new language proposed by the Union and accepted by the University.
Text in strike is language deleted by the Union and accepted by the University.
Text in bold, underline, strike and yellow highlight is new language proposed by the Union and rejected by the University.
Text in yellow highlight is contracted language reinserted by the University.
Text in green highlight is new language proposed by the University.
All other text is agreed to by the parties.

Article 16 – PARENTAL, MEDICAL AND CAREGIVER LEAVES AND SUPPORT *PK*

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

I. University Liaison for Work and Family Issues

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

II. Closing Ranks *(applies to AAUP-AFT Unit Members only)*

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

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

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

April 20, 2023 University Proposal (an update of the University's April 14, 2023 proposal) in response to 3-29-2023 Union Proposal Article 16

B. In addition to the above, a member of the negotiations unit, who is a new parent, shall be eligible to receive release time from their specifically assigned classroom teaching ~~duties~~, or ~~research duties~~, ~~clinical duties~~ for those faculty who perform no classroom-teaching duties, and committee service obligations for up to ~~twelve (12)~~ eight weeks (or ~~60~~ ~~80~~ working days). Librarian Faculty and Extension Faculty, who are new parents, shall also be entitled to receive up to ~~twelve (12)~~ eight weeks (or ~~60~~ ~~80~~ working days) of release time from their specifically assigned duties and committee service obligations.

In cases in which a negotiations unit member is entitled to six weeks or more of recuperative paid leave pursuant to paragraph III.A. above, the additional ~~eight~~ ~~twelve~~ weeks (or ~~60~~ ~~80~~ working days) of release from specifically assigned classroom teaching ~~duties~~, ~~research duties~~, ~~clinical duties~~ and committee service obligations, or specifically assigned duties and committee service obligations for Librarian Faculty and Extension Faculty shall be added to the six weeks of recuperative paid leave in section A. above, for a total of ~~fourteen~~ ~~sixteen~~ weeks (or ~~90~~ ~~70~~ working days), but are not required to be taken consecutively. Unused release time shall expire after twelve (12) months from the date the negotiations unit member becomes a new parent. The period of release from specifically assigned classroom teaching ~~duties~~, or ~~research duties~~ for those faculty who perform no classroom-teaching duties ~~clinical duties~~, and committee service obligations, or specifically assigned duties and committee service obligations for Librarian Faculty and Extension Faculty, can be reduced by the head of the unit if it would place an undue hardship on the department or unit. Such reduction will be reported by the dean to the Liaison, as identified under paragraph two of this Article 16, and shall be included in the Liaison's report.

C. Legacy AAUP-BISNJ Unit members eligible for recuperative leave pursuant to Section III.A and III.B above shall use all available sick time or sick days concurrently with such recuperative leave. If a Legacy AAUP-BISNJ Unit member has no available sick time or sick days at the time such sick time or sick days are exhausted, the Legacy AAUP-BISNJ Unit member shall be eligible for recuperative leave with pay. Legacy AAUP-BISNJ Unit members also are eligible for unpaid leave pursuant to Section III.A and III.B above and shall not be required to exhaust such vacation, sick, or other days.

IV. Tenure-Track Probationary Periods ~~_____~~

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

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

¹ ~~_____~~

² ~~_____~~

³ ~~_____~~

April 20, 2023 University Proposal (an update of the University's April 14, 2023 proposal) in response to 3-29-2023 Union Proposal Article 16

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

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

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

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

V [REDACTED]

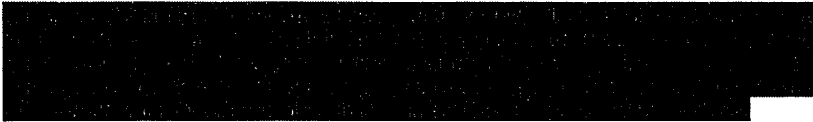
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

April 20, 2023 University Proposal (an update of the University's April 14, 2023 proposal) in response to 3-29-2023 Union Proposal Article 16



Additional Modifications to Workload Assignments

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

Statutory Leaves

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

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

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

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

~~E. In the event that a negotiations unit member is absent from work without approval (i.e., the negotiations unit member has not received approval from their Dean/head of unit or their designee, has not been approved for leave pursuant to the FMLA, NJFLA, and/or New Jersey~~

April 20, 2023 University Proposal (an update of the University's April 14, 2023 proposal) in response to 3-29-2023 Union Proposal Article 16

~~SAFE Act and/or has not been approved for leave as a reasonable accommodation under the ADA and/or the NJLAD), and the negotiations unit member does not have a request pending for leave pursuant to the FMLA, NJFLA, and/or New Jersey SAFE Act or for leave as an accommodation under the ADA or NJLAD, that negotiations unit member shall be placed on unpaid status. In order to be paid for any absence from work, the negotiations unit member must submit a timely request for leave and/or obtain approval from their Dean/head of unit or their designee, and OneSource depending on the type of leave requested.~~

VII. Lactation Spaces

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

VIII. Childcare Support

~~Graduate employee unit members may apply for a childcare subsidy of \$5000 per academic year for each child who is under the age of six and not yet attending kindergarten. All eligible members will be granted this subsidy.~~

IX. Caregiver Support Committee

Commented [OULR1]: The union has withdrawn sections IX, X and XI.

~~A. A University Committee on Caregiver Support shall be constituted within ninety (90) days from the date of ratification of this Agreement. The Committee will be co-chaired by the Executive Vice President for Academic Affairs (EVPAA) or designee and by a Committee member selected by the Coalition of Rutgers Unions (CRU).~~

~~B. The Committee shall be comprised of twelve (12) members. Six (6) members shall be selected by CRU and six members shall be selected by the University and shall include the EVPAA or designee.~~

~~C. The Committee shall include representatives from New Brunswick, Newark, Camden and RBHS, full-time faculty, part-time faculty, TAs/GAs and staff.~~

~~D. The Committee will also assess caregiver needs among University employees and make recommendations to the University President for additional support to improve recruitment, retention and inclusion of faculty and staff who are also caregivers at the University.~~

X. Caregiver Support

~~Negotiations unit members with primary caregiving responsibilities for a family member are eligible for up to a \$1,000 stipend to offset caregiving expenses associated with attendance at conferences, other professional events and other work-related travel including travel expenses.~~

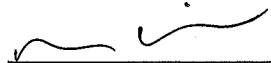
XI. Backup Care

April 20, 2023 University Proposal (an update of the University's April 14, 2023 proposal) in response to 3-29-2023 Union Proposal Article 16

~~A. Negotiations unit members are entitled to eight (8) days of subsidized care, sometimes known as "backup care," at the care.com rates. During the term of the Agreement, the University will maintain the Care.com pilot program at the benefit levels set during Fiscal Year 2023.~~

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

On behalf of the AAUP-AFT



Dated:

5/1/2023

On behalf of the University



Dated:

5/1/23

DOCUMENT 11b

0099
00099

University Response to Union Package to Finalize the Full-time TA-GA CNA

1. Compensation articles to include central funding language (see attached) and four years of no fiscal emergency.
 - a. See attached University response re funding language
 - b. Fiscal Emergency - university maintains its position to suspend fiscal emergency language through June 30, 2024
2. Article 12 as proposed by the University on April 25, 2024.
 - a. Agreed
3. MOA side letter on COVID extensions attached.
 - a. See attached University response
4. MOA on Cheryl Wall Fellowships, EOF Funding, Fines and Fees and Five-year funding package for doctoral students attached.
 - a. See attached University response
5. Bridge Funding Side Letter attached.
 - a. University maintains its position as articulated via email on April 26, 2023 at 10:23 am
6. Article 16 as proposed by the University, amended to extend to BHSNJ legacy faculty six weeks of recuperative leave and eight weeks of bonding leave based on the terms previously agreed to with respect to the use of sick leave in conjunction with recuperative leave.
 - a. University maintains its April 26 package description of this article
7. Article 6 based on the University's March 27, 2023 proposal.
 - a. Agreed
8. AAUP-AFT April 25, 2023 Package on BHSNJ, modified by attached proposal to challenge removal of unit members.
 - a. University maintains its April 26, 2023 BHSNJ package proposal with revised process proposal attached hereto.
9. Recognition article to be finalized with BHSNJ added and BHSNJ legacy faculty process agreement to challenge removal of unit members as per paragraph 8 above.
10. The University shall deduct \$50 from each unit member's retro pay for 2022-23 to be contributed to to the Beloved Community Fund. The Union and the University will establish a Table, to meet quarterly, consisting of representatives from the community, Rutgers unions and the University, to explore ways that the University can advance the health and welfare of its surrounding communities. [Table previously agreed to.]
 - a. As previously stated, the university does not agree to these proposals for the reasons stated earlier in this document

AK 5/1/24

DOCUMENT 12

00101⁰¹⁰¹

August 16, 2022 University Proposal in response to 7-26-2022 AAUP-AFT Proposal

Key: Regular text is agreed to language.

nick

17 - LEAVE OF ABSENCE WITHOUT PAY

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

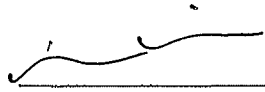
Commented [OULR1]: University agrees to strike of the following proposed new language after "pay" since the article's existing references to faculty indicate that this article only applies to faculty, Library faculty included: "may be requested by faculty and"

Commented [OULR2]: The University agrees to striking the first sentence of section D: "A leave of absence without pay shall not count in the probationary period for tenure."

Commented [OULR3]: The University agrees to this new language.

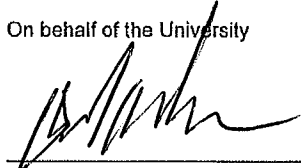
August 16, 2022 University Proposal in response to 7-26-2022 AAUP-AFT Proposal

On behalf of the AAUP-AFT



Dated: 6/1/2023

On behalf of the University



Dated: 5/1/23

DOCUMENT 13

0104
00104

Key: Underlined and bolded text is language to be added to the University's 4-3-2023 proposal
Shaded, underlined and bolded text is newly proposed language by the Union
Struck through text is language to be deleted from the University's 3-30-2023 proposal
Regular text is agreed to language.
April 3, 2023 University revisions shown in yellow highlighting.

Article 19- MISCELLANEOUS PKS

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

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

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

B. ~~During meetings of the Board of Governors at least five (5) negotiations unit members shall be permitted to address the BOG.~~

- B. 1. Before being presented to the Board of Governors, proposed changes in University policies and/or practices affecting the terms and conditions of employment of the members of the negotiations unit shall first be submitted to the AAUP-AFT for negotiation.
2. Section B.1. above shall be construed to require negotiations only as to those aspects of such proposed changes that constitute mandatory subjects of negotiation. Disputes concerning whether a proposed change in University policies and/or practices involves a mandatory subject of negotiations shall be resolved by submission to the Public Employment Relations Commission under its scope-of-negotiation processes.

C. Annual Motor Vehicle Registration Fee

1. The annual motor vehicle registration fee for employees wishing to register their vehicles for the use of campus parking facilities shall be based on the employee's annual salary in the last pay period of the previous fiscal year. For employees commencing employment after the start of the fiscal year, the annual motor vehicle registration fee shall be determined by the actual

salary at the time of sale. For Fiscal Year 2023, all negotiations unit employees hired on or after January 1 during any fiscal year shall pay fifty percent (50%) of the annual motor vehicle registration fee for the remainder of the fiscal year based on their salary at time of hire.

2. The annual motor vehicle registration fee for employees wishing to register their vehicles for the use of surface campus parking facilities shall be 1/10 of one (1) percent of the employee's annual salary for employees earning less than \$25,000. For salaries from \$25,000 to \$29,999 the rate shall be 11/100th of one (1) percent (.0011). For salaries from \$30,000 to \$34,999, the rate shall be 12/100th of one (1) percent (.0012). For salaries from \$35,000 to \$39,999 the rate shall be 14/100th of one (1) percent (.0014). For salaries from \$40,000 to \$44,999, the rate shall be 16/100th of one (1) percent (.0016). For salaries from \$45,000 to \$49,999 the rate shall be 18/100th of one (1) percent (.0018). Thereafter, the rate shall increase 2/100th of one (1) percent (.0002) for each additional \$10,000 of salary or portion thereof, the new rate to be applied to the entire salary. Thus, the rate for \$50,000 - \$59,999 is .002, \$60,000 - \$69,999 is .0022, \$70,000 - \$79,999 is .0024, etc.
3. The annual parking fee for all Legacy BHSNJ unit members shall be equal to .5% of the payroll salary as of the last pay period of the previous fiscal year, subject to a maximum of \$600. All Legacy BHSNJ negotiations unit members hired during any fiscal year shall pay a prorated fee for the remainder of the fiscal year based on their salaries at time of hire. The University and the Union shall be entitled to reopen the issue of parking fees during the term of this agreement.
4.
 - a. To the extent permitted by law, effective January 1, 2000, and through June 30, 2023, employees who pay the motor vehicle registration fee for the use of campus parking facilities by way of payroll deduction shall be given the option of paying said fee by way of a pretax payroll deduction.
 - b. Collection of the motor vehicle registration fee will commence in July of each year.
 - c. The annual parking permit is valid from July 1 to June 30.
 - d. Commencing July 1, 2023, to the extent permitted by law, employees who pay the motor vehicle registration fee for the use of campus parking facilities by way of payroll deduction shall be given the option of paying said fee by way of a pretax payroll deduction from their bi-weekly pay in 26 annual payments. Employees hired during the Fiscal Year shall pay a motor vehicle registration fee (as determined above pursuant to Paragraph (C)(1)), for the bi-weekly pay periods remaining in the Fiscal Year in which the employment commenced. Registration of vehicles shall automatically renew.

(1) Employees may cancel registration for parking by notifying the Rutgers Department of Transportation Services. Said notification will become effective as soon as operationally

feasible after the request has been made. Employees will not be permitted to restore parking privileges until the start of the next registration period.

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

5. Car-pooling: Employees may share the cost of an annual motor vehicle registration, among two or more vehicles, provided employees park only one vehicle on campus per day.
6. Daily parking passes: Employees may purchase up to 10 daily parking passes per year at the rates established by the Rutgers Department of Transportation for visitors.

D. Cameras in Classrooms (this language does not apply to faculty in Legacy-AAUP-BHSNJ positions)

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

On behalf of the AAUP-AFT

On behalf of the University





Dated: 5/1/2023

Dated: 1/17/22

DOCUMENT 14

⁰¹⁰⁸
00108

3-13-2023 AAUP-AFT proposal in response to University 3-13-2023 Proposal

Key: Struck through text denotes language proposed by the University on 3-13-2023 and rejected by the Union.

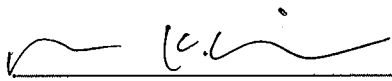
Regular text denotes language agreed to by the parties

Article 21- UNIVERSITY PROCEDURES

Rutgers and the AAUP-AFT agree that all members of the negotiations unit shall be entitled to enjoy, and shall be subject to, all terms and conditions of employment applicable to the negotiations unit provided for in the University Policy Library and not provided for herein. During the life of the Agreement or any extension thereof, proposed new rules or modifications of existing rules, including new University policies or modifications to existing University policies contained in the University Policy Library, involving mandatorily negotiable terms and conditions of employment shall be presented to the Association and negotiated upon the request of the Association as may be required pursuant to the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., as amended.

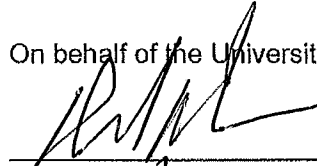
~~Grievances arising under this Article, applicable to Article 9, shall be heard as Category Two grievances.~~

On behalf of the AAUP-AFT



Dated: 5/1/2023

On behalf of the University



Dated: 7/1/22

DOCUMENT 15

⁰¹¹⁰
00110

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

22 - CONDITIONS OF EMPLOYMENT *PLS*

I. Faculty Appointments

A. Academic Year Appointments

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

B. Calendar Year Appointments

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

1. Full time calendar year faculty are entitled to accrue one month (22 days) of vacation per year ~~(1.83 days per month)~~. The annual allotment of 22 vacation days shall be credited to the employee at the beginning of each fiscal year.

2. For unit members with calendar year appointments with an FTE of less than 1.0, the following conversion formula determines ~~accrued~~ vacation days for calendar year faculty members who are employed at less than full time, or whose appointment, or appointment balance, is for less than a full year: $\text{Vacation days} = \text{percentage of FTE appointment times portion of year employed times } 22 \text{ days}$ (e.g., $0.8 \text{ FTE} * 1 \text{ year} * 22 \text{ days} = 17.6 \text{ vacation days}$ or $0.8 \text{ FTE} * .83 \text{ year} * 22 \text{ days} = 14.6 \text{ vacation days}$).

3. If a faculty member separates from the University prior to the end of the fiscal year, the faculty member shall reimburse the University for vacation days ~~used that exceed the product of the faculty member's FTE appointment multiplied by the portion of the year the faculty member was employed during the fiscal year multiplied by 22 days~~, including, but not limited to, reimbursement through deductions from the faculty member's final paycheck.

C. Library Vacation Carryover

1. Full time calendar year Library faculty may ~~request to carry over up to one month (22 days) of one year of accrued vacation days~~ ~~generated for faculty with an FTE less than 1.0 per the conversion formula in Section B.2 above~~ into the next succeeding fiscal year provided: (1) the Library faculty member submits notice ~~the request~~ in writing to their unit director and the Vice President for University Libraries and University Librarian by no later than June 1 20 ~~of the current year~~, in which such vacation time is accrued; and (2) the

written request specifies the exact dates during the next fiscal year when each vacation day that the faculty member requests to be over will be used by such faculty member during the following fiscal year.

2. — Written approval (in whole or in part) or denial (in whole or in part) of such requests shall be provided to Library faculty by no later than July 10 of the next fiscal year, and such approval or denial is not subject to the grievance procedure of Article 9.

3. — Once a Library faculty member scheduled carryover dates are approved in writing by the unit director and the Vice President for University Libraries and University Librarian, such dates cannot be changed by the faculty member, and shall be deemed forfeited if the faculty member works on a day when an approved vacation carryover day is scheduled.

2. Requests to carry over accrued vacation time from one fiscal year to the next fiscal year will not be unreasonably denied by the unit director and the Vice President for University Libraries and University Librarian. Any unused vacation time accruals not requested to be carried over into the next fiscal year shall be forfeited. Faculty members are not entitled to payout of unused vacation days at the time of separation from the University.

3. Vacation days, including vacation days, carried over from the prior fiscal year and the current year's allotment of vacation days will be scheduled upon mutual agreement by the Library faculty member and their unit director regarding the use of such days consistent with the current Library practice for scheduling vacation days.

4. All Library faculty are required to document the use of vacation time through a written request submitted to their department or academic unit in compliance with all department and/or academic unit requirements for requesting the use of such time, but in no event shall such request be submitted less than two (2) workdays prior to the first day of the requested vacation time.

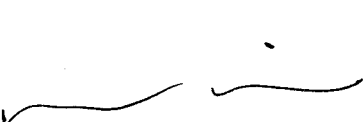
II. Teaching Assistant and Graduate Assistant Appointments

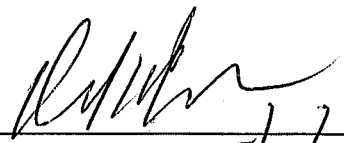
Teaching Assistant and Graduate Assistant appointments shall be governed by Article 12, Section D.

III. Grievances alleging violations of paragraph I.B of this Article shall be heard as Category I grievances to the extent the subject matter of the grievance involves a mandatorily negotiable term and condition of employment. All other grievances arising under this Article, applicable to Article 9, shall be heard as Category Two grievances.

On behalf of the AAUP-AFT

On behalf of the University





1/13/22

April 12, 2023 University Proposal in response 3-31-2023 AAUP-AFT Proposal Article 22

Dated: 5/1/2023

Dated: 7/1/22

DOCUMENT 16

00114⁰¹¹⁴

April 12, 2023 University Proposal in response to 4-10-2023 Union Proposal Article 27

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

27 – NON-TENURE TRACK FACULTY

Commented [OULR1]: This article does not include legacy AAUP-BHSNJ negotiations unit members.

I. Non-Tenure Track Faculty Title Series

A. NTT Title Series

1. Teaching Title Series

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

2. Professional Practice Title Series

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

3. Librarian Title Series

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

4. Clinical Title Series

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

5. Research Title Series

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

6. Clinical Law Title Series¹

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

B. Additional NTT Titles²

1. Instructor Law
2. County Agent IV
3. Extension Associate
4. Lecturer Titles ³
5. Adjunct titles⁴
6. Assistant Instructor and rank equivalents⁵

C. Placement in NTT Title Series

¹ Appointments /Reappointments of faculty in the Rutgers Law School shall be consistent with Section XII.

² The individual titles listed in this section may not be inclusive of all NTT titles utilized by departments and units. (See Appendix A of the parties' collective negotiations agreement).

³ Lecturer Titles and the use of such titles shall be consistent with Section II.

⁴ Use of adjunct titles shall be limited to those instances when an individual is offered a tenure track Assistant Professor position, but does not obtain the required terminal degree prior to beginning employment at the University as an Assistant Professor.

⁵ The Assistant Instructor title and rank equivalents shall no longer be used for new NTT faculty appointments; such title only applies to those who were grandfathered in the Assistant Instructor title under the 2014-2018 Agreement.

All NTT faculty, who commence employment on or after July 1, 2022, shall be hired into one of the titles set forth in Sections I.A and I.B.1 through I.B.5 above or Section II below.

D. Minimum Salaries for NTT Titles

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

II. Use of NTT Lecturer Titles

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

III. Movement in the NTT Title Series

- A. The NTT title series referenced in Section I establish a promotion pathway for NTT faculty.
- B. Effective July 1, 2023, non-tenure track faculty at the rank of Instructor, with four consecutive years of full-time service in the Instructor rank, shall be considered for promotion to the next higher rank, if requested, in accordance with the procedures for promotion set forth in University Policies.
- C. Non-tenure track faculty, at all ranks above the rank of Instructor, with six consecutive years of full-time service in the same rank shall be considered for promotion to the next higher rank, if requested, in accordance with the procedures for promotion set forth in University Policies. All other requests from NTT faculty members to be considered for promotion may be granted in the department's or unit's discretion. NTT faculty members may choose not to be considered for promotion, without prejudice to their continued employment or level of compensation within the department or unit.

IV. NTT Contracts and Terms of Appointments

A. Terms of Appointment

1. Non-grant funded NTT faculty

Except as set forth in Section II, effective July 1, 2023, appointment to a non-grant funded NTT faculty position shall be for a term of one to eight years. The first appointment shall be for a term of one year or greater. If reappointed, the faculty member shall receive a second appointment for a term of one year or greater. If reappointed, the faculty member shall receive a third appointment for a term of three (3) years, or greater. If reappointed, a faculty member shall receive a fourth appointment for a term of at least four (4) years, or greater. All appointments thereafter shall be for terms of at least five (5) years and shall be presumptively renewable⁶ regardless of rank.

~~With the exception of NTT faculty members who have received a notice of non-reappointment as of April 12, 2023, current NTT faculty members shall have terms of appointment that are consistent with the above paragraph. For example, a faculty member who has been appointed for a third time and currently has a two-year appointment shall have such appointment extended to three-year appointment. The above paragraph shall be applied to current faculty members at the rank of Instructor and Assistant as follows: (1) upon completion of two years of service, faculty shall have a minimum term of three years; (2) upon completion of five years of service, faculty shall have a minimum term of four years; and (3) upon completion of nine years of service, faculty shall have a minimum term of five years and their appointment shall be Presumptively Renewable.~~

Commented [OULR2]: This was the example in the union's 4/4/2023 proposal which reflects implementation of the language in the above paragraph.

Commented [OULR3]: The appointment would not be presumptively renewable until the faculty member is reappointed to their fifth appointment.

2. Grant funded NTT faculty

Appointment to a grant funded NTT faculty position shall be for a term of one to five years.

3. There is no limit to the number of NTT appointments an individual may receive, except as set forth in Section II above.

If successfully reappointed, NTT faculty shall receive appointment terms that are at least equal to or greater than the immediately

⁶ The term "presumptively renewable" in this section (Section IV.A.1) and Section IV.A.4 shall mean the NTT faculty member holding such an appointment may be non-reappointed for good cause, including poor performance, or termination or material modification of the entire program, or a drastic significant decrease in student enrollment in the program, or a reduction that necessitates a permanent downsizing of the entire program or department.

preceding term of appointment, unless mutually agreed upon by the chair and faculty member. This provision shall not apply to appointments resulting from the failure to give timely notice of non-reappointment. This provision does not apply to grant-funded NTT faculty appointments.

4.a. The following shall apply to NTT faculty promotions effective July 1, 2023 and thereafter through the remaining years of this Agreement. Upon promotion to the rank of Assistant Professor, an NTT faculty member will receive a term equal to or greater than the term held immediately prior to the promotion, but in no case shall such appointment upon promotion be for a term of less than three years. Upon promotion to the rank of Associate Professor, NTT faculty will receive a term equal to or greater than the term held immediately prior to the promotion, but in no case shall such appointment upon promotion be for a term of less than four years and the appointment shall be presumptively renewable.⁷ Upon promotion to the rank of Professor, NTT faculty will receive a term equal to or greater than the term held immediately prior to the term of promotion, but in no case shall such appointment upon promotion be for a term of less than five years and the appointment shall be presumptively renewable.⁸ Upon promotion to the rank of Distinguished Professor, NTT faculty will receive a term equal to or greater than the term held immediately prior to the term of promotion, but in no case shall such appointment upon promotion be for less than a term of five years and the appointment shall be presumptively renewable.⁹ This provision shall not apply to grant-funded NTT faculty appointments.

4.b. ~~With the exception of NTT faculty members who have received a notice of non-reappointment as of April 12, 2023,~~ effective July 1, 2023, current NTT faculty who hold the rank of Associate, Professor and Distinguished Professor ~~and whose current appointment resulted from as a result of a~~ promotion to those ranks shall have presumptively renewable appointments and shall have their terms extended consistent with the above paragraph 4.a. For example, a faculty member at the rank of Associate Professor with a three-year appointment resulting from a promotion to Associate Professor, shall have their term extended to four years and their appointment shall be presumptively renewable.

⁷ See footnote 6.

⁸ See footnote 6.

⁹ See footnote 6.

4.c. NTT faculty members hired into the rank of Associate, Professor and Distinguished Professor, upon reappointment shall have a term consistent with paragraph 4.a above and their appointment shall be presumptively renewable.

5. NTT Faculty in grant-funded positions may be released prior to the end of the term if grant funding ends or is reduced during the term of the appointment. If NTT grant-funded faculty are to be released prior to the end of their term, the faculty member shall receive an explanation regarding the lack of funding.

B. Notice of Reappointment and Non-Reappointment

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

C. Removal during the term of an appointment

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

2. The University shall bear the burden of establishing just cause.

V. Appointment Letters

- A. Contracts offered to NTT faculty receiving letters of appointment and reappointment, shall be renewable contracts, subject to successful reappointment, with the exception of faculty in the Lecturer title, who shall be offered non-renewable contracts.
- B. Letters of appointment, including letters of reappointment, shall include at least the following: (1) annual salary; (2) title/rank; (3) effective dates and term of appointment; (4) notification date for reappointment; (4) notice that the position is covered under the Recognition Clause of the collective negotiations agreement between the AAUP-AFT and the University; (5) the faculty member's responsibilities, which may be amended with written notice to the faculty member¹⁰; and (6) the evaluation criteria for reappointment and promotion. This provision does not apply to faculty in the Lecturer title.

In addition to the information listed in paragraph B above, letters of appointment and reappointment issued to faculty who are appointed to contracts that are presumptively renewable shall expressly state that the faculty member is being appointed to a contract that is "presumptively renewable."

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

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

- A. NTT faculty members shall be evaluated by the dean, department chair, director, principal investigator, or the designee of the University. NTT faculty may be evaluated annually; if applicable, such evaluation shall take place prior to the notice period for non-reappointment set forth in Section IV.B. above. Evaluations are not required for those in the Lecturer titles.

¹⁰ A faculty member shall be given reasonable advance notice of a change in responsibilities.

- B. The following minimum standards shall apply to the frequency of the evaluation of NTT faculty members.
1. During the term of a two year appointment, NTT faculty shall be evaluated prior to the notice period for non-reappointment set forth in Section IV.B. above.
 2. During the term of a three, four, or five year appointment, NTT faculty shall be evaluated at least twice.
 3. During the term of a six-year appointment or greater, NTT faculty shall be evaluated at least three times.
- C. Faculty members shall be provided a copy of his/her written evaluations.

VII. Criteria for Evaluation, Reappointment, and Promotion

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

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

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

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

Applicable procedures for the transfer of certain NTT Rutgers Law School clinical faculty into the Tenure Track are set forth in the Memorandum of Agreement between the AAUP-AFT and the University, dated June 10, 2022, Regarding NTT Clinical Faculty in the Rutgers Law School. The June 10, 2022 MOA is incorporated by reference into this Article.

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

X. Governance

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

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

XII. Long-Term Contract Law Faculty ("LTC") in the Rutgers Law School ¹¹

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

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

1. To provide LTC law faculty members with "a form of security of position reasonably similar to tenure" in compliance with Standard 405 of the ABA Standards and Rules of Procedure for Approval of Law Schools, LTC law faculty normally are initially appointed to two, three-year non-presumptively renewable appointments and after successful completion of those two appointments, upon reappointment, LTC law faculty are appointed to five-year contracts that are presumptively renewable, as that phrase is used in Interpretation 405-6 of ABA Standard 405(C).¹²

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

C. Letters of Appointment

1. In addition to the information listed in Section V.B. of Article 27, letters of appointment and reappointment issued to law school faculty who are eligible for

¹¹ See Appendix J "Agreement between the AAUP-AFT and Rutgers, The State University Regarding Article XXVII of the Parties' 2014-2018 Collective Negotiations Agreement."

¹² Faculty appointed to the Professional Practice title series with an appointment start date prior to June 30, 2019, are eligible for appointment and reappointment to LTPR contracts. For appointments with a start date after June 30, 2019, only faculty appointed to the Clinical Title series will be eligible for appointment and reappointment to LTPR contracts.

LTPR contracts shall state the criteria for appointment to a LTPR contract.

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

D. Evaluations of LTC Law Faculty

1. Section VI of Article 27, which provides that NTT faculty shall be evaluated twice during a five-year term, is modified as applied to LTC law faculty to require one evaluation during the final year of the five-year contract. Five-year presumptively renewable contracts for LTC law faculty shall conform to ABA Standard 405(c) as interpreted by Interpretation 405-6, and shall employ the standards that (1) reappointment is "presumptively renewable," as described above; and (2) during the initial long-term contract or any renewal period, the contract may be terminated for good cause, including termination or material modification of the entire clinical program. Terminations of LTC law faculty shall follow Section IV.C. -- Removal during the term of an appointment.
 2. Prior to the evaluation, the faculty member shall also provide the co-dean at the LTC law faculty's location with the following: a current curriculum vitae, a personal statement, and an outline of a five-year plan setting forth the faculty member's goals for teaching, scholarship/clinical practice, and/or service.
 3. The co-dean shall evaluate the faculty member utilizing a narrative framework or any other written format he/she deems appropriate in order to provide assessments and guidance as needed.
 4. The co-dean may consult with other faculty members to obtain information regarding the LTC law faculty member's teaching, scholarship/clinical practice, and/or service.
 5. The final decision on whether to appoint a law school faculty member to a LTPR contract rests with the co-dean.
 6. The appeal of a decision not to appoint a law school faculty member to a LTPR contract shall be filed as a grievance under Article 11.
- E. The appeal of the non-reappointment of a LTC faculty member with a LTPR contract shall be filed as an Article 9, Category One grievance.

F. Sabbaticals for NTT Law School Faculty

April 12, 2023 University Proposal in response to 4-10-2023 Union Proposal Article 27

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

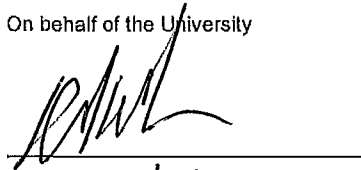
On behalf of the AAUP-AFT



Dated:

5-1-2023

On behalf of the University



Dated:

5/1/23

DOCUMENT 17

00126⁰¹²⁶

Key: Text in green highlight reflects changes agreed upon by the parties on April 26, 2023.
All other text is current contract language.

APPENDIX A
ACADEMIC TITLES AND RANK EQUIVALENTS COVERED BY AAUP-AFT AGREEMENT¹

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

¹ This list is not inclusive of all titles covered by the collective bargaining agreement between Rutgers and the AAUP-AFT. It is meant to serve as a reference point for commonly used titles. The dashes on this list represent those union eligible titles that are currently encumbered but will be phased out of use. Please contact the Office of Academic Labor Relations if a title that you would like to use has not been included on the Appendix A.

April 26, 2023 Agreement between the Parties – “NTT Lecturer” replacing “Lecturer”

Professor I Law	98160	98170
Extension Specialist (Professor I) Dept. Chair	98061	98071
Professor I Dept. Chair	88001	88011

JOB CLASS CODE

<u>TITLE</u>	<u>A.Y.</u>	<u>C.Y.</u>
<u>Non Tenure Track Titles</u>		
Clinical Professor	88002	88009
Clinical Professor Law I	98161	98171
NTT Lecturer (Professor I) 98050		98040
Librarian of Practice I	97366	97367
Professor of Professional Practice	97336	97337
Research Professor I	98000	98010
Research Professor I [T-code]	-----	-----
Teaching Professor	97306	97307

Rank of Associate Professor:

Tenured/Tenure Track Titles

Associate Extension Specialist	97040	97050
Associate Professor	87000	87010
Associate Professor Law	97140	97150
County Agent II	97180	97190
Law Librarian III	97120	97130
Librarian II	97100	97110
Associate Extension Specialist Dept. Chair	97052	97051
Associate Professor Dept. Chair	87001	87011
County Agent II Dept. Chair	97167	97166

Non Tenure Track Titles

Associate Professor (Non Tenure Track)	87012	99895
Associate Professor of Professional Practice	97334	97335
Associate Research Professor	97020	97030
Associate Teaching Professor	97304	97305
Clinical Associate Professor	87002	87009
Clinical Associate Professor Law	97141	97151
NTT Lecturer (Associate Professor) 97170		97160
Librarian of Practice II	97364	97365

Rank of Assistant Professor:

Tenured/Tenure Track Titles

Assistant Extension Specialist	96040	96050
Assistant Professor	86000	86010

April 26, 2023 Agreement between the Parties – “NTT Lecturer” replacing “Lecturer”

Assistant Professor Law	96140	96150
County Agent III	96180	96190
Law Librarian IV	96120	96130
Librarian III	96100	96110
Assistant Professor Dept. Chair	86001	86011

JOB CLASS CODE

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

OTHER TITLES COVERED BY AAUP-AFT AGREEMENT

Teaching Assistant	99722	99723
Graduate Assistant	99752	99753

DOCUMENT 18

⁰¹³⁰
00130

Key: Text in bold, underline, strike and yellow highlight is new language proposed by the union and rejected by the University.

Text in yellow highlight is new language proposed by the University.

All other text is agreed to by the parties.

APPENDIX E *RLC*

1. Grievances alleging that the reappointment, promotion or tenure decision of an evaluator or an evaluative body was based on discrimination towards the faculty member in violation of Article 4 must be filed in accordance with the following:
 - a. The grievance must be presented on a form mutually acceptable to the AAUP-AFT and Rutgers as set forth in A.3.a - A.3.f of Article 10 or B.1 of Article 11, as applicable.
 - b. The grievance must be presented within the timeframes and shall follow the pre-hearing procedures set forth in B.1.a. - B.1.l of Article 10 or B.5 of Article 11, as applicable.
2. Article 10 or 11 grievances that allege violations of Article 4 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. Where a grievance alleging a violation of Article 4 is held in abeyance and where OEE conducts an investigation of the grievance, the grievant will be provided with OEE's letter of determination and supporting investigation report.
3. The University and the AAUP-AFT agree that the OEE investigation shall not delay the processing of grievances by the Grievance Committees or delay reconsideration, on remand, of promotion, reappointment and/or tenure decisions, as applicable, by evaluators or evaluative bodies pursuant to Article 10 and Article 11.
4. If OEE determines that the reappointment, promotion or tenure decision of an evaluator or an evaluative body was based on discrimination towards the faculty member in violation of Article 4 (and should that determination be appealed by the evaluator or evaluative body pursuant to University Policy and be sustained following that appeal), the Office of University Labor Relations ("OULR") shall remand the evaluation consistent with the procedures set forth in Article 10 or Article 11. Allegations not based on discrimination by

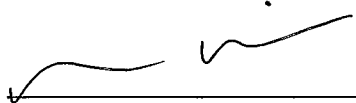
¹ If OEE investigates the grievant's allegations and the grievant participates in the OEE investigation, OEE will provide the grievant with OEE's letter of determination and supporting investigation report. The University will amend its applicable policies as necessary to comply with this Appendix

an evaluator or evaluative body in an Article 10 or Article 11 grievance shall be handled in accordance with Article 10 or Article 11.

5. If OEE determines that the reappointment, promotion or tenure decision of an evaluator or an evaluative body was not based on discrimination towards the faculty member in violation of Article 4 (or that the allegations do not present facts that are covered by Article 4) the AAUP-AFT may appeal the OEE decision, following a final ruling on an appeal of that determination pursuant to University Policy, to binding arbitration by filing a written notification to OULR in accordance with Article 9(E) of the collective negotiations agreement and an arbitrator shall be selected to hear the dispute in accordance with the procedures set forth in Article 9(E). Should the arbitrator sustain the appeal, the arbitrator shall be limited to providing the grievant with a remand of the promotion or tenure decision and the remand shall be processed consistent with the procedures set forth in Article 10 or Article 11.
6. A remand ordered by the OULR as a result of a final determination by OEE, or by an arbitrator, as a result of a finding of discrimination by an evaluator or an evaluative body, shall be consolidated with any remand that might result from a Grievance Committee decision sustaining allegations not based on discrimination by an evaluator or an evaluative body in the Article 10 or Article 11 grievance, unless consolidation would result in delay by evaluators or evaluative bodies reconsidering tenure, promotion or reappointment decisions and the grievant objects to consolidation.
7. The procedures set forth in Article 10 or Article 11 shall apply to the consolidated remand on all remanded allegations.

On behalf of the AAUP-AFT

On behalf of the University





Dated: 5/11/2023

Dated: 5/11/22