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00211

University 2:30pm April 20, 2023 response to AAUP-AFT 4.20.23 to April 20, 2023 University Proposal in response to 4.7.23 Union proposal modifying 3.20.23 Union Proposal Article IX

Key: Text in yellow highlight and underline is new language proposed by the University.
Text in yellow highlight is contract language reinserted by the University.
Text in strike and yellow highlight is contract language deleted by the University
Text in strike, bold, and yellow highlight is new language proposed by BHSNJ and rejected by the University.
All other text is agreed to by the parties.
University 2:30pm Changes shown in green highlighting.

ARTICLE IX

Fringe Benefits

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

The provisions of this Article apply only to those negotiations unit members with an FTE of 0.12 or more only as provided for specifically below.

A. Vacation

1. Full-time (12-month) negotiations unit members (with the exception of librarian unit members) are entitled to vacation of twenty-two (22) working days of vacation for each year of service. Full-time (12-month) negotiations unit members (with the exception of librarian unit members) are entitled to vacation of twenty-five (25) working days of vacation per year upon the commencement of the twenty-first year of service. Vacation for unit members at less than full time shall be pro-rated based on FTE. Vacation days shall be scheduled with, and approved by, the negotiations unit member's respective department Chair. Vacation days, and their usage, shall be centrally recorded, when operationally feasible.
2. Negotiations unit members may carry over a maximum of one (1) year of earned vacation accruals into the next succeeding fiscal year. Any vacation accruals above this maximum will be forfeited. Exceptions to this provision may be recommended by the department chair, but ultimately may be approved only by the Senior Vice President for Human Resources or his/her designee.
3. In instances where negotiations unit members (with the exception of librarian unit members) are permanently employed at less than full-time, or where service is for less than a full year (first and last years of employment), the following conversion formula determines accrued vacation days: $\text{Vacation days} = \text{percent of appointment times percent of year employed times annual rate}$.
4. In departments where there has been an established practice of permitting faculty members to use vacation days prior to the vacation days being accrued, such practice will continue in such departments. If a negotiations unit member leaves employment prior to the end of the fiscal year and has used a greater number of vacation days than the

negotiations unit member accrued, the negotiations unit member shall reimburse the University for the used, but unaccrued vacation days, including, but not limited to, reimbursement through deductions from the employee's final paycheck.

B. Holidays for Faculty Unit Members

1. Faculty unit members at ~~20~~ .50 FTE and above shall be allowed four (4) float holidays, to be scheduled in conjunction with department Chairs or a designee of the Dean of the School of Nursing. Float holidays for faculty unit members at .10 FTE and above but less than .50 FTE shall be pro-rated based on FTE and subject to the same scheduling requirements as those above .50 FTE.
2. Negotiations unit members with a 1.0 FTE shall be entitled to the following holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day. Negotiations unit members with a FTE below 1.0 shall be entitled to these holidays to the extent the holiday falls on the member's regularly scheduled work day.

C. Sick days

1. Full-time Faculty accrue one month (22 days) of sick leave per year. Sick leave for faculty at less than ~~full time below 0.5 FTE~~ shall be pro-rated based on FTE. Sick day accruals are cumulative from one year to the next.
2. Negotiation unit members may designate up to 40 hours of accrued sick leave for the purposes listed in the NJ Earned Sick Leave Law. This provision is not intended to change limited pay and not used on how sick days are used.

~~2-3~~ Federal Family Medical Leave, New Jersey Family Leave, New Jersey Safe Act Leave, and Other Leaves are governed by Article XXVIII.

D. Health Benefits Program and Contributions Towards Health and Prescription Benefits

The parties acknowledge that pursuant to N.J.S.A. 52:14-17.25 et seq., employees of the University are deemed to be employees of the State for purposes of health benefits and that health benefits are provided to eligible employees as set forth in applicable statutes and regulations. During the term of this Agreement, unless modified subsequently by Agreement of the AAUP-BHSNJ and the University, employee contributions to the cost of health and prescription benefits shall be ~~1.5% of base salary for the Unity Plan; 2.5% of base salary for Direct 15; and .8% of base salary for the tiered network plans. Contributions for all other plans will continue to be in accordance with the full implementation schedule set forth in P.L. 2011, c.78 and which percentages were in effect on June 30, 2018. During the term of this Agreement, the University will continue the Rutgers Vision Care Program for employees of the University represented by the AAUP-BHSNJ. In addition, the University shall offer these faculty 0.3 FTE and above who do not qualify for enrollment in a plan offered by the State Health Benefits Program, a Part-Time Insurance Plan that shall have the same design and benefits as the Unity Plan. Part-time faculty who enroll in the Part-Time Insurance Plan shall contribute 1.6% of their base salary to offset the cost of the Plan.~~

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E. Prescription Drug Program

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

F. Dental Care Program

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

G. Alternate Benefit Program

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

H. Optional Tax Deferral Plans

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

I. Workers Compensation

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

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

J. Tuition Remission

1. Dependent children of AAUP-BHSNJ unit members, shall be eligible for tuition remission in accordance with the provisions of Rutgers Policy 60.2.1 B, C and D.

2. Employee tuition remission¹ or reimbursement will be provided for AAUP-BHSNJ unit members who are required to either obtain a more advanced degree or undergo professional development/continuing education in order to retain or advance in their RBHS position. Such requirement shall be certified by the chair and dean (in the case of Librarian unit members, such requirement shall be certified by the Vice President for University Libraries and University Librarian or her/his designee) and approved by the RBHS Chancellor. If the employee may fulfill that obligation via an existing Rutgers University academic program, Rutgers tuition remission shall be provided.

For unit members in the School of Nursing, the SHP, or the University Libraries who are required to either obtain a more advanced degree or undergo professional development/continuing education in order to retain or advance in their RBHS position, the unit member shall have the option of using tuition remission for an existing Rutgers program or the existing tuition reimbursement program for the School of Nursing faculty, SHP faculty, and Library unit members. Such requirement shall be certified by the chair and dean (in the case of Librarian unit members, such requirement shall be certified by the Vice President for University Libraries and University Librarian or her/his designee) and approved by the RBHS Chancellor. If Rutgers does not offer the requisite program, and the unit member is in the School of Nursing, the SHP or the University Libraries, the existing tuition reimbursement program for the School of Nursing faculty, SHRP faculty and or Library unit members, respectively will apply. Tuition remission or reimbursement shall be centrally funded by the University.

Commented [OULR4]: The union proposal requires that the faculty member be certified into the program. The University agrees with this proposal. The union proposal also requires that the unit member be certified to apply and be accepted to the program. The union proposal also requires that the unit member be certified to apply and be accepted to the program.

3. The tuition remission benefit does not apply to unit members in the Rutgers School of Dental Medicine International Faculty DMD program. The following provisions apply to faculty admitted to the Rutgers School of Dental Medicine International Faculty DMD Program.

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

- b. For eligible negotiations unit members who do not have a DMD degree from an accredited school in the United States or Canada, the Dean will determine whether or not the faculty member must obtain a degree in the United States in order to remain employed as a faculty member in the Dental School. Participation in the program is subject to the conditions outlined below. A selected faculty member must apply for admittance and meet the criteria for admission to the program. That program allows faculty with dental degrees received outside the United States to receive a DMD degree from Rutgers through a specially designed DMD program that allows the faculty member to obtain the degree during their continued employment at the Rutgers School of Dental Medicine. This program shall be the sole tuition remission/reimbursement for these faculty while participating in this program subject to the conditions outlined below. Those expected to participate in the International Faculty DMD program at the outset of their employment with the University will be informed of such requirement in their initial appointment letter. The letter will specify that the faculty member must voluntarily apply for and be accepted to the program as a condition of the appointment.

¹ Rutgers Policy 60.2.1(6)(A) does not apply to AAUP-BHSNJ unit members.

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

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

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

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

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

K. Other

1. The University shall continue to make available to eligible employees all other applicable benefits in accordance with State and Federal laws and regulations.
2. Comprehensive information regarding all available fringe benefit programs shall be made available through the University Human Resources website.

L. Tuition and Professional Development Reimbursement for Librarian Unit Members

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

M. Holiday, Vacation and Leaves for Librarian Unit Members

1. Holidays
 - a. Holiday Designations

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

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

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

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

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

b. Holiday Entitlement

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

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

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

2. Vacation

a. Vacation Amount

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

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

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

b. Vacation Accruals

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

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

c. Vacation Entitlement

All regular part-time librarians, who are included in this negotiations unit shall accrue vacation

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credit on a proportionate basis based upon the number of hours the librarian unit member is regularly scheduled to work.

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

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

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

d. Vacation Scheduling

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

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

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

3. Sick Leave, Entitlement and Amount

All librarian unit members will accrue sick leave on the basis of one (1) day per month. Sick leave for librarian unit members shall be pro-rated based on FTE. Sick pay accruals are cumulative from one year to the next. Librarian unit members may designate up to 40 hours of accrued sick leave for the purposes listed in the NJ Earned Sick Leave Law. This provision is not intended to change how sick days are used.

4. Sick Leave Notice and Pay

A librarian unit member will be paid for sick leave at the librarian's base rate of pay. Librarian unit members are required to comply with the department call-in procedure. If the illness extends

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beyond one (1) day, the librarian unit member must continue to call in ill each day unless he/she has already indicated to the supervisor an expected return date. If the illness extends beyond the expected return date the librarian must call in with a new expected return date.

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

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

5. Bereavement Leave

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

6. Jury Duty

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

7. Court Appearance

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

8. Leave of Absence, Limitations

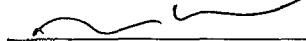
All leaves as described above must be taken at the time of the related occurrence or shall be waived. Librarian unit members will be terminated for obtaining leave by false pretense or for failing to return from a leave in accordance with University policy.

9. Leaves of Absence for Librarian Unit Members

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

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

On behalf of the AAUP-AFT



Dated:

5/1/2023

On behalf of the University



Dated:

5/1/22

DOCUMENT 29

00221⁰²¹³

Key: Text in yellow highlight and underline is new language proposed by the University.
Text in yellow highlight, strike and bold is new language proposed by the AAUP-BHSNJ and rejected by the University.
All other text is agreed to by the parties.

ARTICLE XI

SCHOOL OF NURSING FACULTY UNIT MEMBERS

A. Faculty Contracts

1. Faculty unit members will normally be appointed on either an academic year or a calendar year basis. Academic year appointments are for 10 months, normally between August 15 and June 15. Academic year appointments provide for salary payments to be spread out over 12 months. Calendar year appointments are for 12 months.
2. In cases where faculty unit members' contracts are not renewed due to program suspension or decrease in enrollment, if the need for faculty unit members in these areas should arise, the University shall give due consideration to these faculty unit members for rehire.

B. Faculty Effort

1. Faculty at the School of Nursing have either a ten (10) month or twelve (12) month appointment, based on the needs of the program and the School.
2. The academic year for twelve (12) month faculty unit members shall begin on July 1st. The academic year for the (10) month faculty unit members shall begin on August 15th.
3. Faculty unit members Teacher Contact Hours (TCHs) are defined below.

TCH Expectations per year.

Non-Tenure Track NTT			Tenure Track TT		
Rank	Academic Year	Calendar Year	Rank	Academic Year	Calendar Year
RBHS Lecturer	24	30			
RBHS Instructor	24	30			

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Assistant Professor	21	27	Assistant Professor	9-15**	12-18**
Associate Professor	18	24	Associate Professor	15	18
Professor	15	18	Professor	6-9	9-12
Distinguished Professor	12	15	Distinguished Professor	6	6-9

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

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

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

- one hour of didactic teaching equals one TCH;
- one hour of graduate practicum teaching equals one TCH;
- two hours of undergraduate clinical practicum, simulation or skills laboratories equals one TCH;
- three hours of other professional effort equals one TCH;
- development of a new course, regardless of the number of academic credits students receive for the course, equals one TCH.

Asynchronous, online didactic course enrollment will be limited to 20 students for a graduate course and 25 students for an undergraduate course; additional enrollment shall require the faculty unit member's prior agreement. ~~In the event that enrollment exceeds the numbers above, the faculty member shall be compensated an additional \$900 per additional student.~~

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~~Synchronous, virtual didactic course enrollment will be limited to 30 students for a graduate course and 35 students for an undergraduate course; additional enrollment shall require the faculty unit member's prior agreement. In the event that enrollment exceeds the numbers above, the faculty member shall be compensated an additional \$900 per additional student.~~

~~Face-to-face didactic course enrollment will be limited to 40 students for a graduate course and 50 students for an undergraduate course; additional enrollment shall require the faculty unit member's prior agreement. In the event that enrollment exceeds the numbers above, the faculty member shall be compensated an additional \$900 per additional student.~~

Specialty/Program Directors at the graduate and undergraduate levels shall be credited two to five TCHs per semester depending on responsibilities and/or program size.

Course leaders shall be credited one to three TCHs per semester depending on responsibilities, enrollment, and/or number of course sections.

Ad hoc activities relating to the mission of the School of Nursing shall be taken into account when faculty effort is negotiated. Appropriate Divisional Associate Deans will be determining reductions in TCH for significant service activities (such as significant leadership role on behalf of the School or University, and funded research activities in collaboration with other faculty. Independent studies courses also will be negotiated with the Divisional Associate Dean.

The Associate Dean for Nursing Science, when assigning workload, will take into account faculty serving as Chair or Member on a PhD dissertation committee by counting 1 TCH per student per semester (maximum 2 year period) or ½ TCH per student per semester for those serving as a Committee Member for a dissertation committee (maximum 2 year period).

Beginning the Fall 2023 semester, primary advisors/chairs for DNP projects that are outside the sequenced courses for projects will receive 1 TCH per student per semester during the time of project planning, implementation, and completion (maximum 1 year period).

5. For faculty engaged in faculty practice, one day of clinical practice as arranged by the School of Nursing equals 20% effort. Unless a faculty practice requirement is set forth in the initial offer letter and such requirement is continued in any subsequent reappointment letters, participation in faculty practice is optional and negotiated between the faculty unit member and the School of Nursing administration.

6. Overload faculty effort will be compensated at the rate of \$TBD per credit effective Fall 2022; \$TBD per credit effective Fall 2023; \$TBD per credit effective Fall 2024; and \$TBD per credit effective Fall 2025. Overload assignments occur when the TCH exceeds the caps listed above and there are no other viable options. Workloads are calculated on an Academic or Calendar year basis and not semester by semester.

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

a. Research/Scholarship

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

Commented [OULR1]: The University is not agreeable to the insertion of this language. Class size falls within the scope of academic judgment and is not mandatorily negotiable.

Commented [OULR2]: The University is not agreeable to the insertion of this language. Class size falls within the scope of academic judgment and is not mandatorily negotiable.

Commented [OULR3]: The University will agree to pay an overload rate that is the same as the negotiated PTL minimum for each year of this agreement if the Union agrees to the University's proposal not to cap course enrollment for synchronous, virtual and face-to-face courses.

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

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

b. Service

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

Examples of academic service are:

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

Examples of extramural service are:

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

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

7. Special Considerations


- a. When possible, teaching load shall be distributed evenly across semesters, (for example, faculty should not be teaching 3 credits one semester, followed by 12 the next semester.)
- b. Other assignments are negotiated with the appropriate Divisional Associate Dean, Executive Vice-Dean, or Dean.

- c. When possible, academic teaching schedules shall be distributed by the end of the previous academic semester.
- d. Faculty may be asked to make up clinical activities or classes upon return from vacation periods.

C. Tuition Reimbursement

1. Faculty unit member(s) enrolled in terminal degree programs related to their areas of instruction or approved as such by the School of Nursing administration may receive tuition reimbursement at a rate of \$750 per credit, or the actual tuition, whichever is less. Reimbursement shall not exceed twelve (12) credits per semester at the doctoral level. The School of Nursing will do its best to accommodate the needs of the a faculty unit member to attend classes in the approved program when putting together the faculty unit member's work schedule.
2. Faculty unit member(s) may also receive tuition reimbursement at the rate described above for graduate study related to their area(s) of instruction or approved by the School of Nursing administration that is not part of a terminal degree program. Such tuition reimbursement shall not exceed six (6) credits per semester and shall be limited to thirty-eight (38) reimbursable credits during the employment of the faculty unit member at the University.
3. To receive reimbursement, the faculty unit member must submit a written request to the appropriate divisional associate dean. The associate dean shall respond to the request within twenty (20) working days. Reimbursement shall be subject to the availability of funds.
4. To receive reimbursement, the faculty unit member must submit written proof of both tuition payment and satisfactory completion of course work to the assistant dean. To be eligible for tuition reimbursement, the faculty unit member must maintain the grade point average required for successful completion of his/her program of study.

On behalf of the AAUP-AFT



Dated:

4/11/2023

On behalf of the University



Dated:

5/11/23

DOCUMENT 30

0219
00227

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

Text in yellow highlight is new language proposed by the University or contract language re-inserted by the University.

Text in yellow highlight and strike is contract language deleted by the University.

All other text is agreed to by the parties.

ARTICLE XXVI - TERMINATION FOR CAUSE

nick

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

Commented [A1]: The University does not agree to the deletion of this contract language or the proposed footnote.

A. Grounds

The following may constitute grounds for termination:

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

B. Initiation

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

~~Terminations of tenured faculty shall use Rutgers Policy 60.5.1. Such policy shall not be modified altered, or rescinded absent agreement by the AAUP-BHSNJ-AAUP-AFT.~~

validity of the charges. Within ten working days of the meeting, the Executive Vice President, or designee, or the President, or designee, shall notify the unit member, with a copy to the union ~~AAUP-AFT~~, both to be sent via e-mail, of the disposition of the charges and the intended discipline.

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

C. Appeal

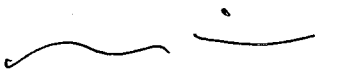
1. Within thirty (30) calendar days of receipt of the notice of intended discipline, the ~~AAUP-AFT~~ union may seek binding arbitration by giving notice to the Office of University Labor Relations. The arbitrator shall be selected from the panel of arbitrators jointly agreed to by the parties for the arbitration of grievances pursuant to Article V. If notice to proceed to binding arbitration is not filed within thirty (30) calendar days of receipt of the notice of intended discipline, the unit member shall have waived the right to arbitration, and the intended discipline shall be final and binding. ~~Notice of an intention to seek arbitration shall ordinarily stay the intended discipline.~~
2. Prior to the arbitrator proposing dates for a hearing, the parties shall advise the arbitrator of the number of days they anticipate will be needed to complete a hearing, understanding that the number of days needed for a hearing may change based on developments in the case. ~~The format of hearings, i.e., in-person or remote, will be in-person absent set pursuant to mutual agreement of the parties to conduct hearings remotely. Based on the parties' input, the arbitrator shall propose dates for the hearing to occur within a period of ninety (90) calendar days from the date of the arbitrator's appointment to the extent feasible. The parties shall use best efforts to conclude the hearing within the allotted number of days, which will not prevent either party from having the number of days it deems necessary to present its case.~~

Commented [A2]: The University is not necessarily opposed to this language provided it does not become a basis to delay the scheduling of hearings. Often times, the union and faculty member have requested remote hearings.

D. Hearing

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

2. In addition, the union AAUP-AFT may submit a request for documents to the University no later than thirty (30) calendar days prior to the first date set for hearing. The University shall respond to such request within fifteen (15) calendar days.
3. The arbitrator assigned to preside at the arbitration hearing may assist the parties in resolving disputes regarding documents requested pursuant to this Article.
4. At the hearing, the unit member may be represented by the AAUP-AFT union or a legal representative of his/her own choosing. A representative of the AAUP-AFT union may attend the hearing. The burden of proving all charges by a preponderance of the credible evidence shall be on the University. The arbitrator shall determine whether the charges are valid and constitute just cause for discipline, and, if so, shall prescribe a penalty. The arbitrator's decision shall be final and binding on the University, the AAUP-AFT union and the unit member. The parties shall request that the arbitrator render a decision within thirty (30) days after the close of the hearing, unless the parties agree to request a longer time.
5. In no event shall the arbitrator's decision have the effect of adding to, subtracting from, modifying or amending the Agreement, the University's Bylaws, or any other University policies or procedures.
6. Any costs resulting from the arbitration shall be shared equally by the parties to the arbitration.



For the AAUP-BHSNJ

5/11/2023
Date



For the University

5/11/23
Date

Amendment to Article 26 of the legacy AAUP-BHSNJ collective negotiations agreement (which Article otherwise shall be maintained and continued in its current form in the AAUP-AFT agreement) and which, except as provided for below, will apply to all negotiations unit members who fall under the definition for inclusion in the legacy AAUP-BHSNJ portion of the AAUP-AFT collective negotiations agreement

Legacy AAUP-BHSNJ faculty, awarded tenure by Rutgers on or after July 1, 2013 and who do not have (and never had) a degree or license allowing them to treat patients, shall be subject to the dismissal process under University Policy 60.5.1. All other legacy AAUP- BHSNJ negotiations unit members (and those employed in the future and covered under the AAUP-BHSNJ provisions of the AAUP-AFT collective negotiations agreement) who are tenured or under a term contract and with a FTE of 0.5 or greater shall continue to be subject to the Article 26 termination for cause process (or as may subsequently be renumbered in the AAUP-AFT collective negotiations agreement) of the legacy AAUP-BHSNJ collective negotiations agreement.

RLC


8/1/22

DOCUMENT 31

0221
00232

April 13, 2023 University Proposal in response to 4/12/23 AAUP-AFT Proposal

Key: Text in yellow highlight and underline is new language proposed by the University.
Text in yellow highlight, strike and bold is new language proposed by the AAUP-AFT and rejected by the University.
All other text, including text in bold and underline, is agreed to by the parties.

ARTICLE XXXIII

SCHOOL OF HEALTH PROFESSIONS FACULTY EFFORT DISTRIBUTION¹

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

1. Teaching

- o Didactic, non-didactic or instructional activities including classroom, remote, online, hybrid, laboratory, and clinical instruction.

2. Scholarship and Research

- a. Scholarly activities supported by departmental funding
- b. Intramurally funded research from other intramural sources such as School or University grant programs (index number must be provided and percent effort must match effort listed on grant)
- c. Extramurally funded Research (index number must be provided, and percent effort must match effort on grant or research contract)

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

3. Clinical Practice as part of a University-based faculty practice and as assigned by the department chair.

4. School and/or University, Community or Professional Service – The percentage of effort for service is determined by the supervisor based upon approved service assignments. Generally, this effort is up to 10% but may be more based upon assignment.

5. Contract work – Extramural contracts or professional service agreements for faculty services. This effort must be funded by the contract or agreement, i.e., salary for this effort must be covered

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

April 13, 2023 University Proposal in response to 4/12/23 AAUP-AFT Proposal

by the agreement. If the faculty member is 100% coterminous with a contract or agreement, their effort will be distributed to the different categories within the performance evaluation based upon the terms of the contract or agreement.

B. While it is recognized that distribution of faculty assignments at SHP can involve varying components depending on program specific requirements, the following is a guideline for maximum teaching workload based on a faculty member's percent effort:

Faculty Effort	Maximum Credits Assigned		Work Day Equivalence
	12 month	10 month	
100%	27.24	22	5
90%	24.24	20	4.5
80%	22.40	18	4
70%	19.47	16	3.5
60%	16.44	14	3
50%	14.42	11	2.5
40%	11.40	9	2
30%	8.6	7	1.5
20%	6.6	5	1
10%	3	2	.5

Commented [OULR1]: The University does not accept the Union's proposal to reduce these numbers.

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

~~Class size at SHP shall in general not exceed 50 students to 1 faculty in traditional lecture courses and shall not exceed 20 students to 1 faculty in any course requiring teaching of skills development and/or assessment. If class size exceeds these limits, faculty shall receive additional workload credit; this amount shall be agreed upon the faculty member prior to assignment.~~

Commented [OULR2]: The University is not agreeable to the insertion of this language. Class size falls within the scope of academic judgment and is not mandatorily negotiable.

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

Faculty members assigned to develop new courses or courses that require substantial redevelopment will receive an additional one-half of the full course credit for such development. This additional one-half of the full course credit can be assigned prior to or simultaneously with delivery of the new or revised course.

C. All other duties or assignments would be considered in terms of estimated average number of days or portion of days equivalent weekly, 5 days per week for a year = 1.00 FTE, one day per week being 0.20 FTE or 20% faculty effort. Activities to be considered for each category in the effort distribution formula include, but are not limited to the following:

1. Teaching:
 - a. Classroom teaching

April 13, 2023 University Proposal in response to 4/12/23 AAUP-AFT Proposal

- b. Online teaching
- c. Hybrid teaching
- d. Clinic and/or laboratory teaching
- e. Preparation of innovative teaching materials, instructional techniques, or design and development of new curricula for internal use or external dissemination
- f. Development of innovative and/or new courses
- g. Translation of in-person classroom courses to online format delivery
- h. Course coordination
- i. Direction of individual student work, e.g., independent studies, chairing theses or dissertations, capstone projects, special student projects, student research for credit, and seminars
- j. Participation as a member in a thesis or dissertation committee.
- k. Supervision of students being trained in clinical activities in practical and/or field sites
- l. Coordination of practical and/or field sites
- m. Transfer of existing online courses to new learning management systems (LMS) (updates of existing LMS would be excluded)
- n. Supervision of teaching assistants or student teachers
- o. Formal student academic or professional development activities
- p. Development, coordination or teaching in interprofessional education events
- q. Student academic advisement for current students, including but not limited to, enrollment, ongoing support throughout the year and career support

2. Research and Scholarly Activities

- a. Scientific research
- b. Library research/writing
- c. Publication of articles, books, book chapters, monographs, bulletins, reviews, and other scholarly works
- d. Writing and submitting grant applications
- e. Receipt of competitive grants and/or research contracts
- f. Funded research activities
- f. Supervision of research staff including student research assistants working on faculty research
- g. Presentations, posters, or abstracts presented at scholarly and professional conferences
- h. Preparation and application for and receipt of patents

3. Service

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

April 13, 2023 University Proposal in response to 4/12/23 AAUP-AFT Proposal

b. Professional Service

- i. Election to offices or standing committees in professional associations and learned societies
- ii. Serve on state, national, and/or international committees in professional organizations
- iii. Serve on accreditation review bodies and/or provide consultation on accreditation to other universities/organizations
- iv. Serve as editor or associate editor, or member of the editorial board, for professional journal
- v. Serve as consultant on problems appropriate to Faculty's discipline
- vi. Conduct reviews of publications and/or grant/contract proposals

c. Public Service

- i. Providing information, advice, or assistance to governmental bodies or providing testimony at hearings of governmental bodies
- ii. Provide educational needs assessment, program evaluation, program development, training, consultation, and technical assistance to local, state, national, and/or international organizations
- iii. Serve on boards of local, state, national, and/or international organizations
- iv. Furnish leaders and groups with objective research results and other resource information for decision-making
- v. Disseminate in the appropriate media the faculty member's service work and innovations
- vi. Participate in community service activities, e.g., Special Olympics, Give Kids a Smile, etc.

4. Clinical Practice

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

D. The assignment of effort distribution for the upcoming academic year (September – August) is by the chairperson in consultation with the program director and will be completed and communicated in writing to each faculty member on the faculty effort distribution calculation form by July 15th of the preceding academic year. ~~This form shall be provided to the faculty person and the AAUP each year.~~ The University will provide the Union with a copy of each faculty member's faculty effort distribution calculation form by September 1st each year.

Commented [OULR3]: This sentence is duplicative of the language already agreed to by the parties.

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

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

April 13, 2023 University Proposal in response to 4/12/23 AAUP-AFT Proposal

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

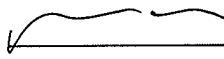
F. Faculty Overload Pay

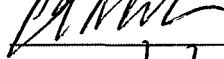
During the term of this agreement, overload pay will be compensated as follows:

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

On behalf of the AAUP-AFT

On behalf of the University





Dated:

5/11/2023

Dated:

5/11/23

DOCUMENT 32

00238⁰²²⁷

University April 24, 2023 response to 4-21-2023 union proposal

University changes shown in yellow highlighting.

RLA

Proposed Revisions to the A&P Guidelines

University Proposal April 20, 2023 – transmitted on April 21, 2023- part of overall University package discussed at the table on April 20 and 21, 2023

1. The A&P Guidelines will be amended to revise the lengths of term for NTT Assistant Professors and Research Track faculty in the following ways:
 - A. *For the Clinical Track, Professional Practice Track, Teaching Track:* [current language] - Assistant Professors will receive one-to three year renewable appointments. [new, additional language] - After a minimum of three reappointments and nine consecutive years of service, Assistant Professors who are reappointed will receive an appointment of two- to-five years.
 - B. *For the Research Track:* [current language] - All faculty on the research track will receive one-to-three year contracts, coterminous with an identified funding source. The position can be terminated at the time when these funds are no longer available in accordance with the notice requirements of Article 27 "Notice of Nonreappointment." [new, additional language] - After a minimum of three reappointments and nine consecutive years of service, research track faculty who are reappointed will receive two-to-four year appointments unless the length of the grant/contract to which the faculty is assigned is shorter. The position can be terminated at the time when these funds are no longer available in accordance with the notice requirements of Article 27 "Notice of Nonreappointment."
2. The following language will be inserted into the A&P Guidelines on current page 15, immediately prior to the paragraph that begins with "Assistant Professors on the Clinical Track shall receive..."

In addition to clinical effort, the distribution of effort for faculty on the clinical track shall include adequate time for effort related to research, scholarship, and/or the teaching mission. ~~As determined by the Board, the University shall reopen the issue of protected non-clinical time in conjunction with the FVS reopener.~~

3. The language in the A&P guidelines in the section on the "Transfers Between Tracks" will be modified as follows (changes shown in yellow highlighting):

D. TRANSFERS BETWEEN TRACKS

The following language applies for non-tenure track faculty during Fiscal Year 2024 only. Transfers between tracks should be carefully justified. Such transfers will only be considered if a position with an appropriate funding source and necessary resources becomes available within

the requested track, and for which the faculty member meets the appropriate qualifications of that position. Transfer between tracks require the written request of the faculty member specifying the track into which they want to transfer, with approval of the department chair, the Faculty Appointments and Promotions committee, the dean, the provost and the Chancellor.

For faculty on the tenure track and for non-tenure track faculty after Fiscal Year 2024 the following language applies:

The careful choice of a track for initial appointment will minimize the need for transfers between tracks. However, in rare instances, a faculty member may request a transfer between tracks.

Commented [A1]: University re-inserts this current contract language.

Transfers between tracks should be carefully justified, and shall occur only if there is truly a change in the direction of a faculty member's career. Such transfers will only be considered if a position with an appropriate funding source and necessary resources becomes available within the requested track, and for which the faculty member meets the appropriate qualifications of that position. Transfers between tracks require the written request of the faculty member specifying the track into which they want to transfer, approval by the department chair, the Faculty Appointments and Promotions Committee, the dean, the provost, and the chancellor. ~~Such requests initially will be reviewed by the Faculty Appointments and Promotions Committee. If the A&P Committee recommends the transfer, the dean shall approve the recommendation, absent a compelling operational or academic reason to deny the transfer. Requests to transfer between tracks shall not be unreasonably denied.~~ The RBHS Provosts will hold at least two town halls on an annual basis to educate faculty about the tracks.

Commented [A2]: University re-inserts this current contract language.

Commented [A3]: University re-inserts this current contract language.

Commented [A4]: University does not agree to this proposed contract language.

The following transfers may be considered upon the faculty member's written request:

Transfers from Non-Tenure Track to Tenure Track:

Non-Tenure Track Assistant Professors may request transfer into the Tenure Track up to three years after their initial appointment or promotion to the Non-Tenure Track rank of Assistant Professor. The timetable for promotion and the granting of tenure shall remain nine years total time from their initial appointment or promotion to Assistant Professor in their original track, plus one additional year to account for the lack of protected time on the other tracks. Transfers between tracks will only be considered at the Associate Professor level or higher under exceptional circumstances.

Transfers from Tenure Track to Non-Tenure Track:

In extremely unusual circumstances, a Tenure Track Assistant Professor may request transfer into any Non-Tenure Track up to three years after initial appointment as a Tenure-Track Assistant Professor. Transfers between tracks will only be considered at the Associate Professor level or higher under exceptional circumstances.

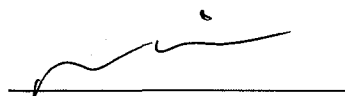
Commented [A5]: University re-inserts this current contract language.

Transfers within Non-Tenure Tracks:

A Transfer among the Non-Tenure tracks may be considered at the Assistant Professor level. Transfers within the Non-Tenure tracks will only be considered at the Associate Professor level or higher under exceptional circumstances.

Upon approval of a transfer between tracks, a letter outlining the terms of the appointment on the new track will be provided to the faculty member by the chair and will be signed by the dean, the chair, and the faculty member. The letter will outline any commitment by the institution of salary, title, resources, protected time, and mentoring. The letter will also outline the expectations of the faculty member in the areas of scholarship, support, health care provider duties, teaching, administration, and service, and the timetable of expected eligibility for promotion or tenure, as applicable."

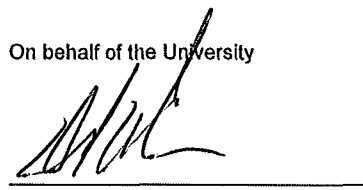
On behalf of the AAUP-AFT



Dated:

5/11/2027

On behalf of the University



Dated:

5/11/22

DOCUMENT 33

⁰²³¹
00242

University Response 2:30 pm response to 4.20.23 AFT---Response to 4-19-23 University response to AAUP-AFT 4.17.23 Revising - AAUP-AFT 4.9.23
 University changes to Paragraph J

Extramural Support Incentive Awards for Faculty at RBHS

- A. Starting July 1, 2023, the Extramural Support Incentive Awards set forth below will apply to all 12-Month RBHS faculty¹ (except as noted below) and to be calculated based on new or existing research and institutional training proposals for projects whose funding continues beyond Fiscal Year 2023.
- B. Awards in this category are in recognition of external research and institutional training grants or other extramural research support acquired by faculty unit members (other than librarian unit members whose extramural support incentive awards are governed by Paragraph M Subsection L of this section). The revised extramural support incentive award will be applied as follows:
- C. Faculty on the Professional Practice track will not be eligible to participate in this Extramural Support Incentive Award program.
- D. The Extramural Incentive Award will apply to all awards and proposals, including non-competing continuations, and no-cost-extensions (NCE) for the fraction the Multiple Principal Investigator ("MPI") has a percent effort covered by the NCE funds.
- E. Faculty required to support a percentage of their research FTE (rFTE) adjusted salaries using outside grant funds as a condition of their employment (e.g., coterminous faculty) will not be eligible for this incentive program.
- F. Faculty will receive a Research and Training Incentive based on the percentage of their rFTE adjusted salary on awards, as defined in the following table:

Percentage Salary Support on Award(s) Percent Returned to Faculty

Percentage of rFTE Adjusted Salary Supported on Awards	Percentage Returned to Faculty
1% to 9.99%	0% 0
10% to 19.99%	4% 3
20% to 29.99%	2% 6
30% to 39.99%	6% 10
40% to 49.99%	6% 15

¹ This will include 12-month Legacy Rutgers AAUP-AFT faculty in the School of Pharmacy and School of Nursing.

University Response 2:30 pm response to 4.20.23 AFT---Response to 4-19-23 University response to AAUP-AFT 4.17.23 Revising - AAUP-AFT 4.9.23
 University changes to Paragraph J

50% to 59.99%	45% 19
60% to 69.99%	49% 21
70%-79.99%	22% 24%
80%-89.99%	25%
90% and above	30%

- G. The rFTE adjusted salary will be calculated by multiplying the ABS plus Supplement (if any) (but not any, FVS, FVRS, RETEFI, and/or VIP (if applicable) the employee may also receive in that same Fiscal Year) by the rFTE. Other incentives, if any, are also excluded from in this calculation.
- H. Where applicable, the extramural support incentive award will be adjusted for the NIH and New Jersey caps in effect at the beginning of the applicable fiscal year used for calculation. For example, if a faculty member is paid in excess of the NIH cap and has 60% of research effort and salary support of the NIH cap on an extramural award, 46% ~~21%~~ of 60% of the NIH cap will be returned to the faculty member in the form of an extramural support incentive award. Salary support from institutional training grants (as defined in the RETEFI section) is considered part of the rFTE. Extramural support incentive awards shall not increase the academic base salaries of faculty unit members, nor shall they be used in calculating fringe benefits. This incentive is intended for research and institutional training grants and contracts. Funding related to clinical and service contracts, unrelated to research, are excluded from this incentive. The faculty unit member shall receive the incentive for each year that the extramural support continues, and payment of the incentive will be made no later than September 30 following the fiscal year of the extramural support.
- I. Funding related to clinical trials will be applicable to this incentive. ~~REVISION OF AFT~~
~~Based Incentive Award Formula~~
- J. Starting January 1, 2024, the University and the AAUP-AFT shall meet to discuss the merits of the Extramural Incentive Award. ~~No later than 1 month prior to this meeting date, the University shall provide a full set of data in an Excel sheet for calendar years 2020, 2021 and 2022 for each recipient of the Extramural Incentive Award that shall include: Investigators name, rFTE value for each year, total salary dollars supported on grants for each year, and incentive award received each year.~~
- K. Support for NIH (e.g., T32, K12) and other federal and foundation externally funded institutional training grants qualify for this incentive. In cases when such grants do not provide salary support but instead expect the institution to cost share such support, up to 20% effort of externally expected but unfunded effort to oversee such grants as a PI will

Commented [DT1]: It was mentioned in our last session that we could review the program and people who seem to be treated unfairly. This is a suggested approach to that.

Commented [DC2R1]: The stricken information already has been provided to the union by individual faculty member at the union's request for FY21 and FY22.

University Response 2:30 pm response to 4.20.23 AFT---Response to 4-19-23 University response to AAUP-AFT 4.17.23 Revising - AAUP-AFT 4.9.23

University changes to Paragraph J

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

- L. Faculty will be able to discretionarily choose to: (1) receive the entirety of the Extramural Support Incentive Award in the form of compensation; or (2) apply the entirety of their Extramural Support Incentives Award toward support of programmatic activity; or (3) divide their Extramural Support Incentive Award between compensation and programmatic activity, at their option.

M. Librarian Unit Members

A librarian unit member who is both a principal investigator and the principal author of an externally-funded program which provides support for his/her own salary shall be eligible for a one-time bonus of up to one-third of such salary support in a specific fiscal year up to a maximum bonus of \$10,000 for that fiscal year. The bonus shall be awarded in each fiscal year during which salary support is provided by external funding.

N. Research Incentive Program for Large Programs, Training and Specialized External Grants:

1. Negotiations unit members otherwise eligible for the Extramural Research Incentive program shall be eligible for obtaining specific types of Research, Education, Training, Equipment, and Facilities Incentives (the incentive program hereinafter shall be referred to as "RETEFI") for the University. This program is meant to encourage faculty to develop externally funded programs that support establishing large research and institutional training teams that benefit many faculty and students, and bring to RBHS support to recruit, train and promote the careers of learners.
2. The RETEFI applies only to the Principal Investigators of the qualifying grants. If the grant application includes more than one PI (e.g., (multi) MPI), then the MPIs split the RETEFI equally. The RETEFI will reward funded applications (awards) with a lump sum payment, made at the same time payment is made for the Extramural Support Incentive Award, above. The lump sum payment will be made upon the initiation and completion of proper documentation by the PI providing evidence and receipt of the award for the grant application.

3. Types of Grants that Qualify for the RETEFI²

² The RBHS Senior Vice Chancellor for Academic Affairs and Research, or designee, shall be the sole authority for determining whether a particular grant qualifies for a RETEFI Incentive.

University Response 2:30 pm response to 4.20.23 AFT---Response to 4-19-23 University response to AAUP-AFT 4.17.23 Revising - AAUP-AFT 4.9.23

University changes to Paragraph J

- a. Multi-project research grants such as NIH U and P mechanisms (NIH RO1 grants do not qualify), but may include other federal and nonfederal grants that have 2 years or more of annual directs and one-time associated lump sums listed below:

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

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

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

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

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

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

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

\$5,000 one-time lump sum payment upon funding of NIH R25 grant

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

\$10,000 one-time lump sum payment upon funding of educational/training grants (federal or nonfederal), other than T32 or K12, that provide \$250,000 or more in annual direct revenue

\$10,000 one-time lump sum payment in addition to one of the above two scenarios (for these training and educational grants) if the funded educational/training (federal or nonfederal) grant is \$500,000 or more in annual direct revenue

- c. Equipment grants, including but not restricted to NIH S10 grants (one-time payments; equipment needs to be available to at least 5 additional faculty, other than the PI):

\$10,000 lump sum payment if the funded grant is \$250,000 to less than \$600,000 in direct revenue

\$15,000 lump sum payment if the funded grant is \$600,000 to less than \$1 million in direct revenue

University Response 2:30 pm response to 4.20.23 AFT---Response to 4-19-23 University response to AAUP-AFT 4.17.23 Revising - AAUP-AFT 4.9.23

University changes to Paragraph J

\$20,000 lump sum payment if the funded grant is \$1 million or more in direct revenue

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

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

\$25,000 lump sum payment if the funded grant is more than \$2 million in direct revenue

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

- O. Fully Variable Research Payment ("FVRS") – Immediately following the calculation of the Extramural Support Incentive Award for the prior Fiscal Year, a PI or MPI ("PI") on a RO1 or equivalent grant may be eligible for a lump sum FVRS.

1. If the PI's ABS plus Supplement (if any) plus FVS (if any) falls below the corresponding median of compensation, adjusted for rFTE as measured by the AAMC Summary Statistics on Medical School Faculty Compensation for Public Schools PhD or Other Doctoral Degree, Basic Science Departments/Specialties or Summary Statistics on Medical School Faculty Compensation for Public Schools PhD or Other Doctoral Degree, Clinical Science Departments/Specialties), the PI will be paid a one-time lump sum payment equal to the difference between their ABS plus Supplement plus FVS and the median of compensation, adjusted for rFTE, as measured by the appropriate benchmark ~~and the total of the PI's ABS plus Supplement (if any) plus FVS (if any) adjusted by FTE (and FTE of the survey)~~. The determination of the appropriate benchmark shall be consistent with the process set forth in the Section entitled "Review of Effort and Benchmark Standard."
2. If an individual's FTE and/or rFTE is less than 1.0, the benchmark compensation and the negotiations unit member's compensation must be adjusted for FTE and/or rFTE.
3. First, adjust the negotiations unit member's current total compensation for rFTE. Example, a 1.0 FTE, has a 0.8 rFTE and ABS, Supplement and FVS (if any) total \$180,000. $0.8 * \$180,000 = \$144,000$.
4. Second, the benchmark compensation, adjusted for rank and specialty, for that negotiations unit member at the median percentile is \$200,000. Adjusting that figure for a 1.0 FTE with a 0.8 rFTE would equal \$160,000. Note: Similar calculations would be performed if the employee is less than 1.0 FTE. For example, if the employee is 0.8 FTE with a 0.6 rFTE, total compensation calculated above and the appropriate benchmark compensation would be adjusted by multiplying the FTE times the rFTE

3 The appropriate salary data benchmark for legacy AAUP-AFT faculty shall be the AAUP Faculty Compensation Survey,

University Response 2:30 pm response to 4.20.23 AFT---Response to 4-19-23 University response to AAUP-AFT 4.17.23 Revising - AAUP-AFT 4.9.23

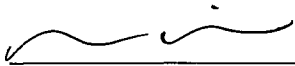
University changes to Paragraph J

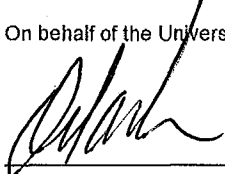
times each compensation figure. In this example: $(0.8 \times 0.6 \times \$200,000) - (0.8 \times 0.6 \times \$180,000)$.

5. The difference between the adjusted benchmark compensation and the adjusted total compensation is the FVRS ($\$160,000 - \$144,000 = \$16,000$). The PI will be eligible for this one-time, lump sum FVRS payment for each year of the RO1 (subject to the recalculation of the actual FVRS each year to account for other changes to the negotiations unit member's rFTE, total compensation, and/or benchmark compensation). The PI will first be eligible for a FVRS in the Fiscal Year in which the Notice of Award is received, and eligibility disappears once the RO1 goes into a No Cost Extension.
6. The FVRS will not be counted as earnings for the purposes of calculating of retirement plan benefit contributions.

On behalf of the AAUP-AFT

On behalf of the University





Dated:

5/1/2023

Dated:

7/1/23

DOCUMENT 34

⁰²³⁸
00249

April 24, 2023 Final

Key: University changes shown in yellow highlighting – 4/24/2023

Memorandum of Understanding Related to the Affiliation Between Rutgers, The State University of New Jersey and RWJBarnabas Health Inc

WHEREAS, Rutgers, The State University (“Rutgers” or the “University”) is committed to its mission to develop as a premier academic medical center, which will help in the delivery and advancement of health care services to the residents of New Jersey and aid the University in its focus on cutting edge healthcare-related research and education; and

WHEREAS, Rutgers and RWJ Barnabas Health, Inc. (“RWJBH”) entered into a Letter of Intent effective June 1, 2017 and then entered into a Master Affiliation Agreement (“MAA”) effective July 1, 2018. Subsequently, the University and RWJBH entered into Integrated Practice Agreements (“IPA’s”) for Robert Wood Johnson Medical School (“RWJMS”) effective July 1, 2020 and for the Cancer Institute of New Jersey (“CINJ”) effective July 1, 2021; and

WHEREAS, the University has entered into an affiliation agreement with RWJBH to help the University achieve its goal of becoming a premier academic medical center; and

WHEREAS, the University is committed to working with its labor partners in achieving these goals while recognizing that the nature and scope of healthcare in the State and country are constantly evolving; and

WHEREAS, the Rutgers Biomedical Health and Sciences (“RBHS”) Policies and Guidelines Governing Appointments, Promotions and Professional Activities of the Faculty (“A&P Guidelines”) provide guidelines regarding the tracks on which faculty whose primary appointment is to a legacy University of Medicine and Dentistry of New Jersey (“UMDNJ”) school, department, Center, Institute or program in RBHS (but not to faculty whose primary appointment is in legacy Rutgers) are appointed; and

WHEREAS, the tracks described in the A&P Guidelines currently include a tenure track and four non-tenure tracks (teaching track, clinical track (clinical scholars and clinical educators), professional practice track (“PPT”), and research track), as well as two titles for those who have not yet been placed on a track (RBHS Lecturer and RBHS Instructor); and

WHEREAS, prior to January 2020, when a PPT faculty member employed in a department/division of RWJMS (including CINJ) separated from employment, and Rutgers determined a clinical need existed in the same division/department to replace the separated PPT faculty member, Rutgers may have hired either a RBHS Instructor, a PPT, a Teaching-Track, a Clinical Scholar/Clinical Educator or a Tenured/Tenure-Track faculty member depending on the research effort or educational effort required by the position; and

WHEREAS, beginning in or about January 2020, Rutgers began providing certain employees hired by RWJBH, who would engage in teaching incidental to clinical care, an appointment with a 0.1 FTE at Rutgers, and those individuals were referred to as 90/10s¹; and

WHEREAS, Rutgers began providing certain employees hired by RWJBH who performed incidental teaching responsibilities for Rutgers with an appointment as a Clinically-Focused University Practitioner (CFUP²); and

WHEREAS, American Association of University Professors – Biomedical and Health Sciences of New Jersey (BHSNJ) objected to these hiring practices and filed an unfair practice charge with the Public Employment Relations Commission challenging the use of 90/10s and CFUPs in lieu of negotiations unit PPT clinicians; and

WHEREAS, the Union and Rutgers desire to amicably resolve this dispute and partner together to develop a premier academic medical center;

NOW, THEREFORE, this 1st date of May ~~April~~ ~~March~~, 2023, Rutgers and the American Association of University Professors, AFT, AFL-CIO (formerly AAUP-BHSNJ)³ or “Union” have the following understanding with regard to the affiliation between the University and RWJBH:

1. When a Clinical faculty⁴ member (hereinafter “Faculty member”) with an underlying faculty appointment at RWJMS employed by Rutgers separates from employment at Rutgers on or after May ~~April~~ 1, 2023, the following shall occur:⁵
 - a. Rutgers shall determine if a clinical need exists in the same division/department as the separated Faculty member, after the separation from Rutgers of the Faculty member. If Rutgers determines that a clinical need continues to exist at RWJMS or CINJ, and if Rutgers determines that the clinical need will require teaching incidental to clinical care and no research, Rutgers shall hire a RBHS Instructor or PPT to fill the position. The components of salary for the Faculty member filling that position shall be set by the University in accordance with the then applicable provisions of the applicable collective negotiations agreement.

¹ Such faculty received both a RWJBH employment contract and an appointment letter from RWJMS.

² Similar to 90/10s, CFUPs also received an RWJBH employment contract and a Rutgers appointment letter.

³ The University agrees to use this designation for the Union but does so without any waiver of the positions it may take in connection with PERC’s ruling in RO-2023-010.

⁴ A “Clinical faculty” member is a faculty member in the collective negotiations unit at Robert Wood Johnson Medical School (including faculty at the Cancer Institute of New Jersey) with a clinical effort (cFTE) as part of their appointment.

⁵ Paragraph 2 of this MOU controls how positions will be filled when a CFUP or 90/10 faculty member separates from employment.

- b. A successful candidate will be employed by Rutgers as a Rutgers employee in the appropriate negotiations unit, provided the position is not otherwise excluded from the negotiations unit pursuant to the Recognition clause of the 2018-2022 collective negotiations agreement between Rutgers and AAUP-BHSNJ (“CNA”). This MOU does not modify or amend the Recognition Article (Article 3) in the 2018-2022 CNA between the AAUP-BHSNJ (now merged with the AAUP-AFT), nor does this MOU modify the August 17, 2020 MOA between Rutgers and the AAUP-BHSNJ regarding the Recognition Article in the parties’ 2018-2022 collective negotiations agreement. The Faculty member’s allocation of effort initially shall be set by the University. After the Faculty member is hired, the Faculty member may also be provided compensation for additional services consistent with Article VIII (Section V – Other Salary Adjustments (c)) of the parties’ 2018-2022 including compensation for additional work. Nothing in this paragraph shall limit the right of RWJBH to assign patient care and other duties to CFUPs and 90/10s. Further, nothing in this paragraph shall limit or interfere with the University’s managerial authority to assign duties based on patient care needs, including the location, dates and times of assignments, to Clinical faculty members hired pursuant to paragraph 1a above or any other Clinical faculty members who become negotiations bargaining unit members after the date of this MOU where teaching is incidental to clinical care. Any negotiated changes to Article VIII (Section V – Other Salary Adjustments (c)) to the parties’ successor CNA, shall control when applying this provision.
- c. If a PPT or RBHS Instructor is hired pursuant to paragraphs 1.a through 1.b above, and if any of the compensation is funded by RWJBH, the position will be coterminous with reimbursement provided to Rutgers by RWJBH for the Faculty member’s University compensation and fringe benefits rate. In the event that Rutgers receives notice from RWJBH that it will be ceasing reimbursement of a PPT or RBHS Instructor’s clinical effort and related fringe benefits cost during the term of a PPT’s or RBHS Instructor’s appointment, the appointment shall end ninety (90) working days after the University provides notice to the Faculty member of the termination of funding for the position from RWJBH. The University shall follow Article XXVII, Notice of Non-Reappointment, Article XXVI, Termination for Cause or any other applicable CNA provision in all other circumstances involving the separation of a Faculty member from employment with Rutgers. Rutgers shall not call upon RWBJH to cease reimbursement as a means to circumvent its collective negotiations agreement obligations. Appointment letters provided to faculty hired pursuant to paragraphs 1.a through 1.b above, with any associated costs of their employment funded by RWJBH, shall state that the Faculty member holds a coterminous appointment and is subject to termination with 90 working days’ notice in the event of the termination of funding for the position from RWJBH.

- d. Notwithstanding Paragraphs 1.a and 1.b above, if Rutgers determines that a clinical need exists that will require research effort, or educational effort beyond incidental teaching, Rutgers shall hire a Faculty member into a position and track (chosen by Rutgers in its sole discretion) in existence at the time of hire, in accordance with the CNA and the A&P guidelines or any successor document negotiated by the parties governing such positions and tracks.
 - e. If Rutgers determines, in its sole discretion, that an increase in clinical needs in a division/department requires an increase in the number of Faculty members at RWJMS and either that the clinical need will require teaching incidental to clinical care or that the clinical need will require research effort, or educational effort beyond incidental teaching, Rutgers shall hire a Faculty member into a position and track (chosen by Rutgers in its sole discretion) in existence at the time of hire to meet the increase in clinical need in accordance with the CNA and the A&P Guidelines or any successor document negotiated by the parties governing such positions and tracks.
2. All applicable provisions of the 2018-2022 CNA between the AAUP-BHSNJ and Rutgers, and any successor CNA, including Article XXVII, Notice of Non-Reappointment or its successor article, and the provisions of the A&P Guidelines, including but not limited to provisions relating to the length of the term of appointment and footnotes 1 and 2, shall continue to apply to Faculty members hired and/or reappointed prior to ~~May~~ April 1, 2023, in accordance with the terms of any applicable negotiated provisions. With respect to faculty hired and/or reappointed pursuant to Paragraph 1 of this Agreement on or after ~~May~~ April 1, 2023 into coterminous positions pursuant to paragraph 1.c above, the notice provisions of that paragraph shall apply in the event RWJBH ceases reimbursement for any of the compensation associated with that appointment.
- a. Effective ~~May~~ April 1, 2023, Rutgers shall cease appointing new RWJBH clinicians as CFUPs or as a 90/10s. This shall not apply to those in the process of negotiating a CFUP appointment with the University prior to this date, and Rutgers shall not create new CFUP openings after the date of signing this Agreement. If an offer of a CFUP appointment is not made within six (6) months of the date of the signing of this Agreement, for a CFUP opening that existed as of the date of signing of this Agreement, that CFUP opening shall be closed. There shall be no new CFUP appointment letters issued after ~~November-October~~ November 1, 2023. Part-time Rutgers FTE faculty appointments for a clinician hired by RWJBH will only be used if a previously hired RWJBH clinician is to be supported as a co-investigator on a grant to Rutgers to assist the research of a Rutgers faculty member, for as long as that grant funding continues, or in other similarly special circumstances. In the event a vacancy is filled pursuant to Paragraph 1 of this Agreement, Rutgers will not fill that vacancy by giving a new CFUP faculty appointment at RWJMS to an RWJBH clinician to fill that vacancy. When a RWJBH clinician with an appointment at

Rutgers as a CFUP or 90/10 Faculty member, whose appointment at Rutgers commenced prior to the deadlines set forth in this paragraph 2(a) separates from that faculty appointment, Rutgers will follow the procedures in Paragraph 1 above to determine if and how that position should be replaced.⁶

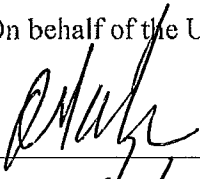
3. The University may continue to appoint volunteer faculty and adjunct faculty with modified titles consistent with prior practice. If, pursuant to paragraphs 1.a – 1.e and 2 above, when a PPT, RBHS Instructor, CFUP or 90/10 separates from employment and Rutgers determines that a clinical need exists in the same division/department as the separated Faculty member after the separation from Rutgers of the Faculty member that requires teaching incidental to clinical care, volunteer and adjunct faculty will not be used in lieu of hiring RBHS Instructors, PPTs, Clinical Educators, Clinical Scholars, Teaching-Track, and/or Tenured/Tenure-Track faculty.
4. Rutgers may reappoint and/or promote CFUPs or 90/10s previously offered or employed in a CFUP position or a 0.1 FTE Rutgers faculty position (as part of a 90/10 appointment) consistent with Section 2(a) and maintain the CFUP or 90/10 status of those individuals (or convert the 90/10 status to a CFUP appointment structure) following reappointment or promotion. If such Faculty member separates from employment, the provisions of paragraphs 2 above shall apply.
5. The University represents that prior to executing this Memorandum of Understanding it has obtained an agreement from RWJBH for the structural changes in hiring provided for in this Memorandum of Understanding and to comply with the promises contained in this MOU. This MOU shall be effective upon signing. Paragraphs ___ of this Memorandum of Understanding shall be incorporated as an Article into the parties CNA.
6. The Union acknowledges and agrees that Rutgers retains the managerial right to determine appropriate levels of staffing in RWJMS and CINJ and retains the right to reduce (or increase) levels of staffing based on clinical needs and funding consistent with any applicable provisions of the collective negotiations agreement between Rutgers and the Union.
7. All parties further recognize that the University will make staffing decisions that support the delivery of healthcare and healthcare research.
8. University faculty represented by the Union will continue to have the terms and conditions of their employment governed by the terms and conditions of any University collective negotiations agreement applicable to their positions.

⁶ This limitation on the use of a CFUP appointment shall not apply if the prior CFUP appointment was given to an existing RWJBH clinician without any relation to that appointment being given following a PPT Faculty member's separation from Rutgers. CFUPs subject to this footnote are identified in Appendix A.

9. All hiring, firing, discipline, evaluation of University faculty will be done by University employees.
10. Other than special circumstances provided for in paragraph 2.a and 4 and footnote 6 above, Rutgers agrees that it shall not employ faculty in the negotiations unit in RWJMS/CINJ (or faculty in the negotiations unit in NJMS should the Integrated Practice Agreement (IPA) with RWJBH become applicable to NJMS (or should a new IPA become applicable to NJMS) who are simultaneously employed as a RWJBH clinician without the consent of the Union. If an IPA is proposed for other RBHS schools, prior to implementation of the IPA, the Union shall receive at least one hundred twenty (120) days' notice of the proposed IPA and, upon request, the University shall negotiate with the Union over mandatorily negotiable issues. This Memorandum of Understanding shall not preclude Rutgers approved outside employment that does not conflict with the duties of the negotiations unit member and is consistent with University policies.
11. Every six months through June 30, 2026⁴, the University will meet, at the request of the Union, to review hiring and separation trends in the collective negotiations unit in addition to what is already provided to the Union the union library. At least 30 working days in advance of such meetings, the University shall provide the Union with the following: (a) the names, titles, ranks and assigned departments/divisions in RBHS for all Rutgers Faculty members, CFUPs and 90/10s, who separated from employment with Rutgers within the prior 12 months; (b) the dates those Faculty members separated from employment; and (c) the names, titles, ranks and assigned departments/divisions of Faculty members hired into those vacated positions and the dates of their hire. Such meetings will not serve to waive any right the Union may have to assert that a University action is violative of the applicable collective negotiations agreement or applicable law nor shall it serve as a waiver by the University of any right to assert that its actions involved a non-negotiable managerial prerogative or otherwise are protected from challenge by applicable law.
12. The Union, upon execution of this Memorandum of Understanding shall withdraw PERC No. CO-2019-189 and corresponding information requests related to the University's affiliation with RWJBH.
13. To enforce the terms of this Memorandum of Understanding, Rutgers and the Union shall appoint a special panel of arbitrators, knowledgeable in the areas of healthcare, medical education, and New Jersey public sector labor law to hear and decide disputes involving mandatorily negotiable issues that arise under the terms of this Memorandum of Understanding under the grievance and arbitration process in the parties' CNA. The method of selecting the Special Panel and the expedited dispute resolution procedure shall be agreed to by the parties prior to the execution of this MOU.
14. Except as specifically amended herein, all provisions of the CNA and the Appointments and Promotions Guidelines, shall remain in full force and effect, unless and until mandatorily negotiable portions of those documents are renegotiated by the parties.

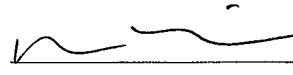
April 24, 2023 Final

On behalf of the University



Dated: 5/1/23

On behalf of the AAUP-AFT



Dated: 5/1/2023

Appendix A

DOCUMENT 35

00257

**APPENDIX A
MEDICAL AND DENTAL FACULTY
SALARY SCHEDULES**

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<u>RANGE/TITLE</u>		<u>7/1/2022</u>	<u>7/1/2023</u>	<u>7/1/2024</u>	<u>7/1/2025</u>
Instructor or Lecturer					
F01	Basic Science	85,740	88,741	91,625	94,832
F02	Clinical Dental (12 mos.)	106,287	110,007	113,582	117,558
F03	Clinical Medical	107,829	111,603	115,230	119,263
F04	Clinical Dental (10 mos.)	89,412	92,541	95,549	98,893
Assistant Professor					
F13	Basic Science	103,633	107,260	110,746	114,622
F14	Clinical Dental (12 mos.)	128,686	133,190	137,519	142,332
F15	Clinical Medical	130,568	135,138	139,530	144,413
F16	Clinical Dental (10 mos.)	108,076	111,859	115,494	119,536
Associate Professor					
F25	Basic Science	121,990	126,260	130,363	134,926
F26	Clinical Dental (12 mos.)	151,797	157,110	162,216	167,894
F27	Clinical Medical	154,033	159,424	164,605	170,367
F28	Clinical Dental (10 mos.)	127,336	131,793	136,076	140,839
Professor					
F37	Basic Science	141,344	146,291	151,045	156,332
F38	Clinical Dental (12 mos.)	176,075	182,238	188,160	194,746
F39	Clinical Medical	178,680	184,934	190,944	197,627

April 7/1/22

F40	Clinical Dental (10 mos.)	147,567	152,732	157,696	163,215
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Distinguished Professor

F45	Basic Science	154,975	160,399	165,612	171,409
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F46	Clinical Dental (12 mos.)	193,179	199,940	206,438	213,664
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F47	Clinical Medical	196,045	202,907	209,501	216,834
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F48	Clinical Dental (10 mos.)	161,820	167,484	172,927	178,979
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**APPENDIX B
PUBLIC HEALTH FACULTY UNIT MEMBERS
SALARY SCHEDULES**

<u>RANGE/TITLE</u>	<u>7/1/2022</u>	<u>7/1/2023</u>	<u>7/1/2024</u>	<u>7/1/2025</u>
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Instructor or Lecturer

F01	Non-Medical/Dental	85,740	88,741	91,625	94,832
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F02	Dental (D.M.D., D.D.S.)	106,287	110,007	113,582	117,558
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F03	Medical (M.D., D.O.)	107,829	111,603	115,230	119,263
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Assistant Professor

F13	Non-Medical/Dental	103,633	107,260	110,746	114,622
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F14	Dental (D.M.D., D.D.S.)	128,686	133,190	137,519	142,332
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F15	Medical (M.D., D.O.)	130,568	135,138	139,530	144,413
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Associate Professor

F25	Non-Medical/Dental	121,990	126,260	130,363	134,926
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F26	Dental (D.M.D., D.D.S.)	151,797	157,110	162,216	167,894
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F27	Medical (M.D., D.O.)	154,033	159,424	164,605	170,367
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Professor

F37	Non-Medical/Dental	141,344	146,291	151,045	156,332
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F38	Dental (D.M.D., D.D.S.)	176,075	182,238	188,160	194,746
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F39	Medical (M.D., D.O.)	178,680	184,934	190,944	197,627
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Distinguished Professor

F45	Non-Medical/Dental	154,975	160,399	165,612	171,409
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F46	Dental (D.M.D., D.D.S.)	193,179	199,940	206,438	213,664
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F47	Medical (M.D., D.O.)	196,045	202,907	209,501	216,834
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**APPENDIX C
NURSING FACULTY UNIT MEMBERS
SALARY SCHEDULES**

<u>RANGE/TITLE</u>	<u>7/1/2022</u>	<u>7/1/2023</u>	<u>7/1/2024</u>	<u>7/1/2025</u>
Instructor or Lecturer				
F76 10 Month	68,607	71,008	73,316	75,882
F77 12 Month	81,322	84,168	86,904	89,945
Assistant Professor				
F78 10 Month (Ph.D.)	79,731	82,522	85,204	88,186
M78 10 Month (Master's)	68,607	71,008	73,316	75,882
F79 12 Month (Ph.D.)	94,670	97,983	101,168	104,709
M79 12 Month (Master's)	81,322	84,168	86,904	89,945
Associate Professor				
F80 10 Month	94,670	97,983	101,168	104,709
F81 12 Month	112,597	116,538	120,325	124,537
Professor				
F82 10 Month	110,357	114,219	117,932	122,059
F83 12 Month	131,422	136,022	140,442	145,358
Distinguished Professor				
F84 10 Month	120,888	125,119	129,185	133,707
F85 12 Month	144,061	149,103	153,949	159,337

**APPENDIX D
LIBRARIAN UNIT MEMBERS
SALARY SCHEDULES**

<u>RANGE/TITLE</u>	<u>7/1/2022</u>	<u>7/1/2023</u>	<u>7/1/2024</u>	<u>7/1/2025</u>
23S Librarian III	76,089	78,752	81,312	84,157
26S Librarian II	87,291	90,346	93,282	96,547
28S Librarian I	95,727	99,077	102,297	105,878

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

<u>RANGE/TITLE</u>	<u>7/1/2022</u>	<u>7/1/2023</u>	<u>7/1/2024</u>	<u>7/1/2025</u>
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Instructor or Lecturer

FN 76	10 Month	52,169	53,995	55,750	57,701
FN 77	12 Month	61,589	63,745	65,816	68,120

Assistant Professor

FN 78	10 Month	62,589	64,780	66,885	69,226
FN 79	12 Month	74,092	76,685	79,177	81,949

Associate Professor

FN 80	10 Month	73,291	75,856	78,322	81,063
FN 81	12 Month	86,926	89,968	92,892	96,144

Professor

FN 82	10 Month	84,553	87,512	90,357	93,519
FN 83	12 Month	100,447	103,963	107,341	111,098

Distinguished Professor

FN 84	10 Month	92,505	95,743	98,854	102,314
FN 85	12 Month	109,988	113,838	117,537	121,651