

EXCERPTS FROM THE  
AGREEMENT  
BETWEEN  
RUTGERS, THE STATE UNIVERSITY  
AND  
RUTGERS COUNCIL OF AAUP CHAPTERS, AAUP-AFT  
July 1, 2007 – June 30, 2011

- Article IX: Grievance Procedure
- Article XI: TA/GA Personnel Grievance Procedure
- Article XII: Teaching Assistants/Graduate Assistants
- Article XVI: Family Leave & Disability Resulting from Pregnancy
- Appendix E: Committee on Work & Family Issues
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## IX - GRIEVANCE PROCEDURE

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

A. Grievances under this Procedure.

A. 1. A grievance under this Article IX is defined as:

Category One:

An allegation that, with respect only to those provisions of this Agreement which affect mandatorily negotiable terms and conditions of employment, there has been a violation of such a provision or provisions of this Agreement which has affected mandatorily negotiable terms and conditions of employment of a member or members of the bargaining unit. Excluded from Category One are all allegations concerning provisions of this Agreement when those provisions specify that grievances concerning them shall be considered as a Category Two grievance.

or

Category Two:

An allegation that, with respect only to those University policies, agreements, administrative decisions, or Regulations which affect mandatorily negotiable terms and conditions of employment, there has been a misrepresentation, misapplication or violation of such a University policy, agreement, administrative decision, or Regulation which has affected mandatorily negotiable terms and conditions of employment of a member or members of the bargaining unit.

An allegation that, with respect only to those University policies, agreements, administrative decisions, or Regulations which are not mandatorily negotiable but which intimately and directly affect the work and welfare of members of the bargaining unit, there has been a misrepresentation, misapplication or violation of such a University policy, agreement, administrative decision, or Regulation which has intimately, directly, and negatively affected the work and welfare of members of the bargaining unit.

Also included in Category Two are allegations concerning any matter which is mandated by law to be a subject of a grievance procedure of the Agreement, such as grievances concerning allegations of unjust discipline,<sup>5</sup> and which has not been provided for under Category One.

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<sup>5</sup> Discipline is the formal imposition of a penalty in response to alleged wrongdoing by a member of the bargaining unit.

Also included in Category Two are allegations of harassment of a member of the bargaining unit. Harassment is intentional persistent or repeated differential treatment, without reasonable cause, that negatively and directly affects the work and welfare of a member of the bargaining unit.

- A. 2. Excluded from this grievance procedure are:
  - A. 2. a. All matters defined grievable under the terms of other grievance procedures between the University and the AAUP;
  - A. 2. b. An allegation regarding the evaluation of a grievant for reappointment, promotion and/or tenure, as provided in Article X of this Agreement;
  - A. 2. c. An allegation regarding a violation of the University Regulations or this Agreement or established policy or practice regarding reappointment of Teaching Assistants/Graduate Assistants, as provided in Article XI of this Agreement.
- A. 3. A grievance under this Article may be filed by a bargaining-unit member or members, if more than one member has been affected, or by the AAUP-AFT. A grievance filed by a member or members of the bargaining unit may only be filed with the AAUP-AFT and will be promptly transmitted to the Office of Academic Labor Relations by the AAUP-AFT.
- B. Requirements for Filing.
  - B. 1. A grievance must be filed in writing with the Office of Academic Labor Relations within six months of the date on which the grievant should reasonably have known of the occurrence of the alleged violation, or within 30 working days of the occurrence of the alleged violation if the grievant is requesting an accelerated schedule. The written statement of the grievance shall specify which allegations in the grievance are being filed as Category One or Two; shall contain a statement of the facts surrounding the grievance; shall specify the provision or provisions of the Agreement, Regulations, policies, agreements, or administrative decisions which allegedly have been violated, misapplied, or misinterpreted; and shall specify the relief sought. In addition, where the substance of the grievance concerns a dispute between bargaining-unit members, the grievance filing shall show evidence of an effort to resolve the matter with the appropriate dean. Such efforts at informal resolution of grievances shall not affect the timeliness requirements of this procedure.
  - B. 2. The timeliness of a grievance submitted from the New Brunswick campuses shall be determined by the date on which the AAUP-AFT delivers it to the Office of Academic Labor Relations. Grievances submitted from the Camden, Newark, or other program locations beyond the New Brunswick campuses may be mailed to the AAUP-AFT by United States Postal Service, in which case the timeliness of such a grievance shall be determined by the postmark. The AAUP-AFT shall deliver such grievances to the Office of Academic Labor Relations within one day of receipt.

B. 3. Information, material, and documents relevant to a grievance shall be provided, if available, by either party upon written request of the other party within 15 working days after the conclusion of mediation. If either party is unable to meet the 15 working day time limit, it shall so notify the other party in writing, explaining the reason. Limited requests for specific information essential for an understanding of the grievance shall not unreasonably be denied prior to the scheduling of mediation.

C. Mediation

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

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

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

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

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

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

may have one nonparticipant observer present at a mediation session. Such observers shall not participate in the mediation meeting in any manner.

- C. 7. The format for mediation shall be face-to-face discussions between the parties, with the assistance of the mediator. However, the parties may, during the mediation session, jointly agree to meet separately with the mediator, provided that at the request of the parties, they again meet face-to-face before mediation is concluded. The mediator shall be provided by the University with the grievance filing in advance of the mediation session. The mediator shall decide whether other documents are needed to advise the parties. Provision of such documents by either of the parties shall be voluntary in response to requests from the mediator. No official record of the mediation process shall be kept. The names of individuals attending the mediation shall be provided to either side by the other if requested.
- C. 8. The mediator shall attempt to resolve the grievance. If a resolution is reached, it shall be reduced to writing. No resolution of a grievance shall be a precedent in any other grievance.
- C. 9. If no resolution is reached through mediation, the mediator shall present advice orally at the end of the mediation. This advice shall not be introduced at any subsequent grievance hearing or in any other proceeding.
- C. 10. The costs of the mediator shall be borne equally by the University and the AAUP-AFT.
- C. 11. If no resolution is reached through mediation, the grievance may be pursued at Step One of this grievance procedure.

D. STEP ONE

- D. 1. The Executive Vice President for Academic Affairs or his/her designee(s) may conduct such investigation as he or she may require in order to render a written response, including meeting(s) with the grievant and other individuals who are determined by the Executive Vice President for Academic Affairs or his/her designee or the AAUP-AFT to be concerned in or to have knowledge of the matter. If the grievant believes it necessary to meet with the Executive Vice President or his/her designee without other individuals concerned in the matter being present, the grievant shall be afforded the opportunity to do so.
- D. 2. The grievant will have the opportunity to meet with the Executive Vice President or his/her designee if the grievant requests such a meeting within 10 working days of the filing of the grievance. The meeting, whether requested by the grievant or by the Executive Vice President or his/her designee, shall be scheduled within 10 working days of the request or within 10 working days of the conclusion of mediation.
- D. 3. In instances where the parties agree that the problem requires an accelerated schedule, if a meeting is requested at the time the grievance is filed, it shall be

scheduled within five working days of the receipt of the grievance or the completion of the mediation.

- D. 4. Should the grievant fail, without valid reason, or refuse to meet with the Executive Vice President for Academic Affairs or his/her designee when such a meeting has been requested either by the grievant or by the Executive Vice President or his/her designee, the AAUP-AFT shall not be permitted to invoke Step Two of the grievance procedure and the decision of the Executive Vice President for Academic Affairs or his/her designee at Step One shall be final.
- D. 5. Where the grievant alleges that the grievance concerns an immediate health or safety problem, the grievance shall be heard on an accelerated schedule.
- D. 6. The grievant may be assisted by up to two representatives approved by the AAUP-AFT. The University shall have the right to assume that any representative who appears with the grievant is approved by the AAUP-AFT. The grievant's representatives shall be members of the bargaining unit and/or AAUP-AFT staff. Although the University may request members of the bargaining unit to participate in the investigation of, and meetings about, a grievance, a member of the bargaining unit may not be a designee of the Executive Vice President for Academic Affairs or a formally designated representative of the University.
- D. 7. Within 45 working days of the conclusion of the mediation or within 45 working days of the notification of a waiver of the mediation step by the AAUP-AFT, or within 15 working days if the parties agree that the problem requires an accelerated schedule, the Executive Vice President for Academic Affairs or his/her designee shall render a written response, except that, in all events, the Executive Vice President or his/her designee shall have no fewer than 15 working days subsequent to the Step 1 meeting(s) concerning the grievance to render a written response.
- D. 8. The Executive Vice President for Academic Affairs or his/her designee shall simultaneously submit his/her written response to the grievant and to the AAUP-AFT.

E. STEP TWO - ARBITRATION

- E. 1. If the AAUP-AFT is not satisfied with the disposition of the grievance at Step One, the AAUP-AFT --upon written notification to the Executive Vice President for Academic Affairs within 30 working days of receipt of the Step One decision, or within 15 working days if the grievance has been heard on an accelerated schedule at Step One-- may appeal a Category One or a Category Two grievance to arbitration.
- E. 2. The written notice shall set forth the issue or issues to be arbitrated and shall specify, as to each issue, whether the AAUP-AFT presents it as a Category One or a Category Two grievance.
- E. 3. For the purpose of arbitration, a pool of six professional arbitrators jointly agreed to by the University and the AAUP-AFT shall be established for the duration of this

agreement except that twelve months after the establishment of the pool either of the parties may reopen negotiations about the membership of the pool. The pool as it exists at the time of a request to reopen negotiations shall be utilized for all grievances filed up to the date of the request unless otherwise agreed to by the parties. The list of arbitrators may include individuals identified as mediators in C.4. but an individual used as a mediator in a grievance shall not also be used as the arbitrator in the same grievance.

- E. 4. If the AAUP-AFT determines that either it or an individual bargaining unit member(s) cannot arrive at a decision on whether to proceed to arbitration within the 30 working days provided herein, it will so notify the Executive Vice President for Academic Affairs during this period. This notice will extend the period for invoking arbitration for a period of 30 additional working days. Additional extensions may be agreed to by the parties, and if such an agreement is made it shall be set forth in writing. No extensions beyond the original 15 working days provided for filing of an appeal to arbitration shall be available in instances where the grievance has been heard on an accelerated schedule at Step One except by written mutual agreement of the parties.
- E. 5. If no Step One decision is rendered, the AAUP-AFT may appeal the grievance to arbitration within five months of the last day on which the Step One decision would have been timely rendered.
- E. 6. Where a grievance concerning a health or safety problem has been heard on an accelerated schedule at Step One and has been timely appealed to arbitration, the AAUP-AFT and the University will each make an effort to obtain a prompt hearing of the grievance at arbitration.
- E. 7. The arbitrator shall conduct a hearing and:
- E. 7. a. Binding Arbitration  
  
In the case of Category One grievances, render a decision which shall be final and binding on the AAUP-AFT, the grievant(s), and the University;
- or
- E. 7. b. Advisory Arbitration  
  
In the case of Category Two grievances, render a recommendation to the Office of the President. The President's decision will be final and binding for all internal University purposes. Such decision will be rendered within 15 working days of receipt of the arbitrator's report. If the President modifies or rejects the recommendations of the arbitrator, he/she will set forth in writing the reasons for such modification or rejection.
- E. 8. The arbitrator's decision or recommendation shall be rendered in accordance with law and not later than 30 calendar days after receiving final submissions from the parties unless the parties agree that more time is needed. The arbitrator shall not

have the authority to amend, alter, or in any way change a University policy, Regulation, established practice, or provision of this Agreement.

- E. 9. Any party may request a stenographic record. If such transcript is agreed upon by the parties, or in appropriate cases determined by the neutral arbitrator, to be the official record of the proceeding, it must be made available to the arbitrator and to the other party for inspection at a time and place determined by the arbitrator. The total cost of such a record shall be shared equally by those parties that order copies. Either party may tape the arbitration proceeding, but the tape shall not constitute the official record. The tape may be used only for the purpose of preparing the case and may not be used for any other purpose or in any other forum.
- E. 10. The costs and expenses incurred by each party shall be paid by the party incurring the costs, except that the fees of the neutral arbitrator and the fee, if any, of the administering agency shall be borne equally by the University and the AAUP-AFT.
- F. Miscellaneous
  - F. 1. No reprisals shall be taken against any grievant, AAUP-AFT representative, witnesses, or other participant, or nonparticipant observer for participation in or observation of this Article IX grievance process. Claims of such reprisals shall be grievable under Article IX, Category One.
  - F. 2. "Working Days" are all days on which the administrative offices of the University are open for business as specified in the administrative calendar. "Months" are calendar months, and they are unaffected by any of the University's working calendars.
  - F. 3. The time limits in this Article may be extended at any time by written agreement of the parties to this Agreement. Upon advance written notice to the AAUP-AFT and the University, a grievant who is on an academic year appointment may request that some or all of the period between Commencement and September 1 be excluded from the time limits in this procedure. Such requests shall not be made unreasonably and shall include the reasons for the request.

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

arbitrator's decision on timeliness, the appeal shall be heard by the same arbitrator who heard the timeliness issue.

- F. 4. In order to assist the AAUP-AFT in its determination as to whether or not the grievance should be pursued beyond Step One, the Executive Vice President for Academic Affairs or his/her designee, upon request of the AAUP-AFT, shall make available to the AAUP-AFT a copy of any written policy, Regulation, agreement, or administrative decision cited in his/her written response as a basis of the answer to the grievance.
- F. 5. Whether or not pursued, this procedure shall constitute the sole and exclusive right and remedy of bargaining-unit members and the AAUP-AFT for any and all claims cognizable under this procedure. A written response at Step One which is not appealed to Step Two by written notification to the Executive Vice President for Academic Affairs in accordance with Section E.1. above shall be considered a binding and final settlement of the grievance. If there is no written response at Step One and the AAUP does not timely appeal to arbitration, the grievance shall be considered as having been withdrawn.
- F. 6. Exception as to Category Two Grievances: If the AAUP-AFT does not timely invoke Step Two in accordance with Section E.1. above, and the AAUP-AFT and/or the grievant(s) commence a court proceeding pertaining to the grievance within 45 working days of the last date upon which the AAUP-AFT could have timely invoked Step Two, the defenses of exhaustion of remedies or exclusivity of the grievance procedure will not be available to the University in such court proceeding. Nothing contained here in shall be construed or implied as a recognition by the University that the AAUP-AFT and/or grievant has any enforceable right against the University with respect to any misinterpretation, misapplication, or violation of University policy, agreement, administrative decision, or Regulation.
- F. 7. The exclusivity of remedies and exhaustion of procedures provided for in this Article are not intended nor shall they apply to rights of individual bargaining-unit members that arise from sources independent of this Agreement, University policies, agreements, administrative decisions, or regulations.

## XI - TEACHING ASSISTANT/GRADUATE ASSISTANT PERSONNEL GRIEVANCE PROCEDURE

A. This procedure is designed to expedite the resolution of problems that arise in connection with the reappointment of Graduate Assistants and Teaching Assistants at the University. The graduate student should first attempt to resolve informally any problem that arises as expeditiously as possible, in the case of Teaching Assistants, with the faculty administrator who oversees the undergraduate/graduate program in which the Teaching Assistant is employed or, in the case of Graduate Assistants, with the Director of the Center, Bureau or Institute, or the chairperson of that department in which the Graduate Assistant is employed. The dean of each academic unit that enrolls graduate students will designate an individual on his/her staff to assist graduate students in achieving informal resolution of problems and the University will notify the AAUP-AFT of the identity of this individual. The graduate student is encouraged to seek such assistance as part of his/her attempt to reach informal resolution.

B. If the problem cannot be resolved through the informal means described above, the graduate student shall have access to the grievance procedure described below.

1. A grievance under this Article XI is defined as any claimed violation of University Regulations, this Agreement, or established policy or practice regarding non-reappointment of Teaching Assistants/ Graduate Assistants where non-reappointment is based upon the individual's work performance as a TA/GA. All other grievable matters shall be heard under Article IX.

2. At any step in the grievance procedure, the grievant may request participation of an AAUP-AFT-appointed representative. A maximum of two such representatives may be active at any one time.

3. In each of the steps described in d. below, the following conditions shall be understood:

a. The grievant may be accompanied by an observer and may be assisted by a representative in presenting the case.

b. The time limits prescribed for decision-making may be extended at any time as may be mutually agreed upon in writing by the grievant and the university.

c. The substance of all proceedings will be confidential.

d. Step 1 - The grievant shall address the matter in writing to the appropriate faculty administrator designated in paragraph A. above. Five working days from initial presentation will be allowed for effective resolution.

Step 2 - If resolution is not achieved at Step 1, the grievant shall submit an appeal, in writing, to a committee charged for this purpose on the campus on which the grievant is employed and concurrently to the AAUP-AFT and the Office of Academic Labor Relations. The campus committees shall be appointed by the Chancellor in Newark and Camden and the EVPAA in New Brunswick. Each committee shall be made up of three faculty members and two TA/GAs. In addition, one or more replacement pools shall be appointed on each campus by the Chancellor in Newark and Camden and the EVPAA in New Brunswick. The replacement pools shall be made up of three faculty members and two TA/GAs. The replacement shall be the same status as the committee member being replaced. A list of these committees and replacement pools shall be compiled annually and shall be on file in the Office of Academic Labor Relations and sent to the AAUP-AFT no later than September 30 of each year.

The grievant may submit concurrently to the AAUP-AFT and the Office of Academic Labor Relations a challenge for cause of any members of the committee within 5 working days of submission of the appeal, but before the day of the first meeting of the committee. The committee shall rule on the challenge within 5 working days of submission of the challenge. The Office of Academic Labor Relations may also challenge for cause any members of the committee and notify the grievant and the AAUP-AFT of such action following the same schedule. Cause shall be defined as the inability of a committee member to make a fair and independent decision because of bias or personal relationship to the parties or the controversy. The unchallenged members of the committee shall make the determination of whether cause exists. Such a determination shall require the assent of two or more members of the committee. In the event that a member of the committee is excused for cause, or recuses himself/herself, or is unavailable when the appeal is to be considered by the committee, another committee member shall be randomly selected jointly by the parties from the appropriate replacement pool. No member of the program in which the grievant is either a student or TA/GA may serve on the committee.

The committee shall be allowed 20 working days from the date of its receipt of the grievant's written appeal, or 20 working days from the resolution of a challenge for cause, to meet with the grievant, should the grievant request such a meeting, and render a decision to recommend or not recommend reappointment.

Step 3 - The committee shall present its recommendation in writing to the Dean of the Graduate School (in New Brunswick), the Associate Chancellor for Research and Dean of the Graduate School (in Newark), or the Dean of the Graduate School (in Camden), or a designee of that officer, and to the grievant, the AAUP-AFT and the Office of Academic Labor Relations. The chancellor or dean shall have 20 working days following receipt of the committee's recommendation to accept, to reject, or to modify the recommendation and to notify the grievant, the AAUP-AFT and the Office of Academic Labor Relations of his/her decision within five working days of the decision or as soon thereafter as practicable. The recommendation of the committee shall be deemed to have been accepted if no action is taken on it within the 20 working days following his/her receipt of the recommendation.

## XII - TEACHING ASSISTANTS/GRADUATE ASSISTANTS

### A. Notification of Criteria for Appointment and Reappointment

Academic departments that have employed Teaching Assistants and Graduate Assistants in each of the previous three semesters shall provide notice in writing of the departmental criteria for such appointments or reappointments. Individual contract letters shall be issued to Teaching Assistants and Graduate Assistants upon appointment and reappointment and, pursuant to the above provision, where written criteria for appointment or reappointment exist, they shall be included with the appointment letter.

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

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

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

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

The appointment and reappointment letters called for in this section A shall be required for appointment and reappointment for the academic year 2008-2009 and later.

### B. Notice of Reappointment

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

shall be specified in the notice, or both. If notification is of waiting-list status, a graduate student shall be further notified of the number of Teaching Assistants and Graduate Assistants employed in the department in the current year and the number of appointments already offered in the department for the coming year. The names of those individuals who receive notification of non-reappointment shall be forwarded to the AAUP-AFT within 20 working days of the notice of non-reappointment.

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

### C. Workload

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

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

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

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

The parties recognize that informal discussion may be the most effective way to resolve problems in assignment of duties. If at any time over the course of an appointment, a Teaching Assistant or Graduate Assistant reasonably believes that his/her specifically assigned duties routinely require hours that will cumulatively exceed the hours of effort required by the appointment percentage over its full term, he/she may raise the matter with the department chair, unit head, or

appropriate graduate director. The department chair, unit head, or appropriate graduate director may reject the claim, or direct either an adjustment in specifically assigned duties or, pending availability and approval of funding, an adjustment in the appointment. If no satisfactory resolution is achieved, the matter may be raised as a Category Two grievance under Article IX of this Agreement.

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

Claims of violations of the above provisions shall be heard as Category Two grievances under Article IX of this Agreement.

D. Term of Appointment

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

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

E. Training

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

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

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

F. Notification

The University will provide to the AAUP-AFT a list of all Teaching Assistants and Graduate Assistants who are on the payroll as of September 30 and February 1 of each year. Such list shall be provided within ten working days after September 30 and February 1.

## XVI - FAMILY LEAVE AND DISABILITY RESULTING FROM PREGNANCY

This provision deals with family leave and shall include leaves for pregnancy, post-pregnancy, disability resulting from pregnancy, disability, parenting, and caregiving.

The AAUP-AFT and the University shall jointly designate a member of the University community to act as the Liaison for Work and Family Issues ("Liaison") to assist members of the bargaining unit in securing the benefits of this article. The name and contact information for the Liaison shall be made known to the University community no later than October 1 of each academic year. The Liaison shall report at the end of each semester to both the AAUP-AFT and the University administration regarding queries received and how such queries were resolved.

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

A. Short-term disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom are, for all job-related purposes, treated like other short-term disabilities. After pregnancy, a member of the bargaining unit is entitled to a recuperative paid leave of up to six weeks, or a longer period if the bargaining unit member continues to be disabled. All employment policies and practices involving commencement and duration of leave, availability of extensions, accrual of seniority and other benefits and privileges, and reinstatement and payment, shall be applied to short-term disabilities due to the above causes as they are applied to other short-term disabilities of members of the bargaining unit. In addition to the above, new parents shall be eligible to receive release time from their specifically assigned classroom teaching and committee service obligations for up to eight weeks. In cases of "disability resulting from pregnancy," the additional eight weeks of release from specifically assigned classroom teaching and committee service obligations shall be added to the six weeks of recuperative paid leave, for a total of up to fourteen weeks. The period of release from specifically assigned classroom teaching and committee service obligations can be reduced by the dean of the unit if it would place an undue hardship on the department or unit. Such reduction will be reported by the dean to the Liaison, as identified under paragraph two of this Article XVI, and shall be included in the Liaison's end of semester report.

B. Requests by a member of the bargaining unit (faculty or TA/GA) for a leave of absence without pay to provide care made necessary by reason of the birth or adoption of the bargaining unit member's child or the serious health condition of a family member or same sex sole domestic partner, as determined in accordance with University policy, shall be granted in accordance with the provisions of the State of New Jersey Family Leave Act and in accordance with the provisions set forth below. Upon request by a member of the bargaining unit, a written explanation will be provided by the University for a denial of such a leave:

1. A request for such leave shall be made as far in advance as is reasonably practicable.
2. A bargaining unit member who requests a family leave shall endeavor, in the timing of such a leave, to accommodate the needs of the academic program and the provision of instruction to students.
3. In the event that such a leave is taken for a full semester, the faculty bargaining unit member may, at his/her option, have the entire year excluded from the probationary period. A written statement requesting exclusion of the entire year shall ordinarily be

submitted by the faculty bargaining unit member to the dean or director at the time the leave is requested and shall be part of the official personnel file. This provision is not applicable to faculty bargaining unit members in their terminal year.

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

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

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

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

Grievances in respect to this Article applicable to Article IX shall be heard as Category 2 grievances (except as set forth in D below).

D. For the purposes of faculty reappointment and promotion consideration, University evaluators, evaluative bodies, and writers of confidential outside letters of evaluation shall be informed, only upon the candidate's written request, that the record of a faculty member who has had time excluded from the probationary period is to be reviewed in the same manner as the record of a faculty member with the normal probationary period. Faculty members shall be informed of this option via the 30-day letter (Appendix F-1 of the University Academic Reappointment Promotion Instructions). An alleged violation of this provision shall not be the basis of a grievance under Article IX or under Article X, except as set forth in Article X. A.1.a.

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

## APPENDIX E

### COMMITTEE ON WORK AND FAMILY ISSUES

The University will create a Committee on Work and Family Issues on which the AAUP-AFT will be represented. The AAUP-AFT will choose and replace its representatives to the Committee solely at its discretion. The Committee will be convened no later than sixty days after ratification. The Committee will research and make recommendations regarding child and family care issues for all members of the University community, including faculty, staff and students. These recommendations will be given in electronic and paper format to the President, the Executive Vice President for Academic Affairs, and the AAUP-AFT by the end of the 2007-2008 academic year.

## APPENDIX J

### AGREEMENT REGARDING COMPETITIVENESS POOL FUNDS

In allocation of funds under the Competitiveness Pool the following principles and procedures shall apply:

1. By December 15 and May 15 of each year, the administration shall report to the AAUP-AFT the names of all members of the AAUP-AFT bargaining unit who have received funds from the Competitiveness Pool in that semester. For each recipient the amount of funds received and their program affiliation shall also be provided.
2. By March 1 of each year the EVPAA shall provide a report to the AAUP-AFT of the expenditure of funds from the Competitiveness Pool to each program. Included in the report shall be the reason or reasons for the expenditure of these funds to each program.