

AGREEMENT  
BETWEEN  
RUTGERS, THE STATE UNIVERSITY  
OF NEW JERSEY

and

RUTGERS COUNCIL OF AAUP CHAPTERS,  
AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS-  
AMERICAN FEDERATION OF TEACHERS, AFL-CIO

July 1, 2007 - June 30, 2011

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## AGREEMENT

This Agreement between Rutgers, The State University (hereinafter called the "University") and the Rutgers Faculty, represented by the RUTGERS COUNCIL OF AAUP CHAPTERS, AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS-AMERICAN FEDERATION OF TEACHERS, AFL-CIO (hereinafter called the "AAUP-AFT") is made and entered into on this 24<sup>th</sup> day of September, 2007.

## I - PURPOSE

The parties recognize and declare that it is their mutual goal to maintain a harmonious relationship in determining conditions of employment. To this end they mutually enter into this agreement intended to state the employment relations between the University and the AAUP-AFT.

## II - ACADEMIC FREEDOM

The parties hereto recognize the principles of academic freedom as adopted by the University's Board of Governors on January 13, 1967.

### III - RECOGNITION

1. The University recognizes AAUP-AFT as the sole and exclusive bargaining representative of all Rutgers University faculty members, teaching assistants and graduate assistants as hereinafter defined. Groups of employees may be added or deleted by mutual consent of the parties.

2. The terms "faculty member" and "faculty members" shall include all of the following academic personnel currently employed or to be employed by Rutgers to discharge at least one-half (50%) of a full-time academic job assignment:

(a) All faculty members with the rank of professor, associate professor, assistant professor, instructor, assistant instructor, lecturer, research associate and adjunct faculty who are engaged in instruction, research, or other academic service; and

(b) Members of the research, library, general extension, and cooperative extension staffs and those others, who, by virtue of University regulations hold equivalent rank (see Appendix A) to the faculty categories enumerated in (a) above.

(c) Faculty members who are engaged in instruction and/or research for fifty percent or more of their time during the academic year and who hold the title of associate dean, assistant dean, assistant to dean or academic director.

A list of all individuals employed by Rutgers to discharge less than one-half (50%) of an academic job assignment, who would be included in the bargaining unit if the percentage of assignment were 50% or greater, shall be provided to the AAUP-AFT each year. Each individual's name, title, department, campus, term of appointment and percentage of appointment shall be included in the listing.

3. The terms "graduate assistant" and "graduate assistants", and "GA" and "GAs", and "teaching assistant" and "teaching assistants", and "TA" and "TAs", shall include all University personnel holding the titles of graduate assistant and teaching assistant.

4. Excluded are all officers of administration including deans, associate deans, assistant deans, assistants to deans, academic directors who are not engaged in instruction or research for fifty percent or more of their time during the academic year, visiting professors unless they have served more than three consecutive years, honorary professors, fellows, all members of the coadjutant staff, all those persons who administer or help to administer a major academic unit or program of the University, and all other employees of the University.

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

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

6. PRESERVATION OF WORK

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

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

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

This section 6 shall not be grievable.

#### IV - NONDISCRIMINATION

In the application of provisions of this Agreement or University regulations and policies affecting terms and conditions of employment, there shall be no discrimination by the University or the AAUP-AFT against any member of the bargaining unit because of race, creed, color, sex, religion, national origin, ancestry, marital status, civil union status, domestic partnership status, familial status, age, disability or atypical hereditary cellular or blood trait, genetic information, refusal to submit to a genetic test or make available the results of a genetic test, veteran status, affectional or sexual orientation, gender identity or expression, membership or non-membership in or activity on behalf of or in opposition to the AAUP-AFT. These terms shall have the meaning as defined by the NJLAD on the effective date of the contract.

Grievances in respect to this provision applicable to Article IX shall be heard as Category Two grievances.

## V - DEDUCTION OF PROFESSIONAL DUES AND POLITICAL CHECK-OFF

### A. PROFESSIONAL DUES

The University agrees to deduct on a pro-rata basis from each biweekly paycheck the annual AAUP-AFT professional dues of each member of the bargaining unit as defined herein, for whom the AAUP-AFT furnishes to the University a voluntary written authorization for such deduction, on a form acceptable to the University. Once the AAUP-AFT furnishes to the University such voluntary written authorization for such deductions from any bargaining unit member, that bargaining unit member shall retain that status each semester, academic year, or calendar year that they are employed as a member of the bargaining unit, unless that member submits a written withdrawal of their authorization to the AAUP-AFT. The University shall reinstate the dues deduction of any bargaining unit member who has temporarily left the bargaining unit because of a university assignment to a position not covered by the recognition clause of this agreement and who has previously given voluntary written authorization. The original authorization forms, or copies of them, will be supplied by the AAUP-AFT to the University for verification, if requested. The resumption of dues deduction shall be made as soon as practical after receipt by the University of written notice from the AAUP-AFT that a bargaining unit member has returned to a position covered by the recognition clause of this agreement. Bargaining unit members must submit written withdrawals of their authorization to the AAUP-AFT. It is the AAUP-AFT's responsibility to transmit such withdrawals of authorization to the University. The University will continue to deduct dues until it receives the withdrawal of authorization from the AAUP-AFT. The amount of AAUP-AFT professional dues shall be such amount as may be certified to the University by the AAUP-AFT at least 30 days prior to the date on which deduction of AAUP-AFT professional dues is to be made. The University shall remit to the AAUP-AFT all professional dues deducted pursuant hereto every two weeks together with a list of names of members of the bargaining unit from whose pay such deductions were made.

### B. POLITICAL CHECK-OFF

To the extent permitted by law and as described more particularly in Appendix C and Appendix D to this Agreement, as soon as practical after the effective date of this Agreement, the University shall upon presentation of a proper and duly signed authorization form, deduct from the salary of each employee in the collective negotiations unit the sum authorized by the employee, not to exceed the limits prescribed by law, for the purpose of contributing to the AFT Committee on Political Education (COPE). This provision applies to present and future members and non-member employees in the collective negotiations unit.

The deductions referred to above shall be forwarded to AAUP-AFT in accordance with the provisions of applicable law and as described more particularly in Appendix C and Appendix D to this Agreement.

## VI - REPRESENTATION FEE

### 1. Representation Fee Deduction

The parties agree that as of the effective date of this Agreement all employees in the bargaining unit who are not, and do not become, members of the Rutgers Council of AAUP Chapters, authorizing dues deduction, shall have deducted from their salaries and forwarded to the Rutgers Council of AAUP Chapters a representation fee in a manner and in an amount as provided below, provided that more than 50% of the faculty members of the bargaining unit have authorized the deduction of dues in accordance with Article V of this Agreement. Therefore, as of the second payroll date in July of each year of this Agreement, or any extension thereof, if more than 50% of the faculty members of the bargaining unit who receive paychecks on that date have authorized the deduction of dues in accordance with Article V of this Agreement, then, for the twelve-month period, commencing as of the first payroll date in September of the same year of this Agreement, representation fees shall be deducted from the salaries of members of the bargaining unit who have not authorized the deduction of dues. If on the second payroll date in July of any year of this Agreement, or any extension thereof, less than or equal to 50% of the faculty members of the bargaining unit have authorized the deduction of dues in accordance with Article V of the Agreement, then, for the twelve-month period commencing as of the first payroll date in September of the same year of the Agreement, no representation fees shall be deducted from the salary of any member of the bargaining unit.

Deduction of representation fees in accordance with the provisions of this Article shall continue during any extension of this Agreement. Each party reserves its rights concerning continuation and/or discontinuation of deduction of representation fees at the expiration of this Agreement, any extension of this Agreement, or during the interim period between Agreements.

### 2. Representation Fee Amount

At least 30 days before the effective date of the representation fee, or any subsequent modification thereof, the AAUP-AFT shall notify the University of the representation fee sum to be deducted from non-members' salaries. Any change in the representation fee shall be made upon written notification to the University.

3. The representation fee shall be deducted from non-members' salaries in biweekly installments only in accordance with Section 1. above and as provided herein. Representation fee deductions from the salaries of all non-member employees shall commence on or after but in no case sooner than the 30th day following the beginning of an employee's employment in a bargaining unit position or the 10th day following reentry into the bargaining unit for employees who previously served in bargaining unit positions and who continued in the employ of the University in a non-bargaining-unit position. For the purpose of this Article, academic year employees shall be considered to be in continuous employment.

If, during the course of the year, the bargaining unit member authorizes deduction of dues, the University shall cease deducting the representation fee and commence deducting the AAUP-AFT dues after the AAUP-AFT furnishes to the University a voluntary written authorization for such deduction in accordance with Article V of this Agreement. Conversely, if, during the course of the year, the AAUP-AFT member directs the University to cease

AAUP-AFT dues deductions, the University shall commence deduction of the representation fee in accordance with Article V of this Agreement.

After deduction, representation fees shall be transmitted to the AAUP-AFT in the same manner and at the same time as AAUP-AFT dues.

#### 4. Indemnification

The AAUP-AFT shall indemnify and save harmless the University against any and all claims, demands, suits, judgments, settlements, or any other forms of liability including reasonable counsel fees and other costs of defense, that shall arise out of or by reason of action taken or not taken by the University for the purpose of complying with any of the provisions of this Article, including but not limited to, any actions in connection with defending the legality of this indemnification provision.

- a. The liability of the AAUP-AFT to indemnify the University for costs of defense shall not exceed in any year of this Agreement the total amount received as representation fees by the AAUP-AFT during said year. This limitation of liability shall not apply to any orders, judgments, or settlements which require restitution of funds forwarded to the AAUP-AFT.
- b. Neither the University nor the AAUP-AFT will challenge the legality of indemnification provisions of this Article. In the event this indemnification of the University by the AAUP-AFT is challenged in any forum by any person or entity, the University and the AAUP-AFT agree to defend the legality of the indemnification provision. In the event that this indemnification provision is deemed to be illegal or against public policy by any court or administrative agency or competent jurisdiction, then effective the date on which the AAUP-AFT no longer remits payments to the University as provided hereinabove, the AAUP-AFT agrees it will eliminate the representation fee in effect at that time.
- c. The University shall retain its right to determine its course of conduct, including but not limited to, the right to select counsel and determine strategy, in any action arising out of or by reason of the provisions of this Article.
- d. The University shall not challenge the legality of the representation fees provided for in this Article in any forum.
- e. A detailed statement of services rendered in connection with counsel fees referred to hereinabove shall be provided to the AAUP-AFT on a quarterly basis. The AAUP-AFT shall remit payment to the University within 30 days after receipt of each such statement.
- f. The indemnification provisions of this Article shall continue during any extension of this Agreement or during any period in which the AAUP-AFT is collecting representation fees in accordance with this Article.

## VII - DESIGNATION OF AAUP-AFT REPRESENTATIVES AND THEIR PRIVILEGES

1. The University and the AAUP-AFT agree to recognize the designated representatives of each for the purposes of collective negotiations, such designation to be made in writing by each party to the other. This designation shall not preclude others, in reasonable numbers, from attending collective negotiations at the invitation of either party for the purpose of providing factual knowledge or expertise with respect to a particular subject for collective negotiations.

2. The University agrees that faculty members designated by the AAUP-AFT may be released from a portion of their instructional responsibilities to attend to official AAUP-AFT business. The AAUP-AFT will reimburse the University for such release at the rate of \$2,000 per credit hour of instruction. For non-instructional faculty, the percentage of release time will be based on the normal assignment for all duties, and the percentage of salary reimbursed by the AAUP-AFT to the University will be equal to the percentage of release time, up to a maximum amount of \$12,000. Reimbursement by the AAUP-AFT will be transferred by the University directly to the AAUP-AFT representative's department/unit.

The AAUP-AFT shall be entitled to utilize six (6) courses of release time per year; no more than four (4) courses shall be released in one semester. In lieu of a course, the AAUP-AFT may designate a non-instructional faculty member for release time.

The AAUP-AFT shall in writing notify the designated University office of those individuals whom the AAUP-AFT wishes to designate for such release time as provided above. Such notice for instructional faculty shall indicate the specific instructional duties from which the faculty member requests release and shall be provided at least six (6) weeks prior to the end of the fall semester for spring semester release, and by June 1 for fall semester release in order to permit the University to determine whether the release is consonant with the needs of the academic program. Such notice for non-instructional faculty shall specify the percentage of the faculty member's professional time and the specific duties from which release is sought and shall be provided as set forth immediately above in order to permit the University to determine whether the release is consonant with the needs of the academic program. Such requests for release may not be unreasonably denied, and a written statement of the reasons for denial shall be given to the AAUP-AFT upon request within ten (10) working days of that request.

The AAUP-AFT shall each year in writing inform the designated University office of the identity and terms of office of the AAUP-AFT officers and the nature of their responsibilities. In addition, the designated University office shall in writing inform appropriate deans and other academic officers serving as superiors to the duly elected officers of the AAUP-AFT of the identity of these officers and the nature of their responsibilities.

3. Representatives of the AAUP-AFT shall be permitted to transact official business on University property at all reasonable times, provided that this shall not interfere with or interrupt normal University operations.

4. The AAUP-AFT and its representatives shall have the right to use University buildings at all reasonable hours for meetings provided they follow regular University procedures.

5. The AAUP-AFT shall have the right to make reasonable use of the University facilities and equipment, including duplicating, computing and office equipment, and available audiovisual equipment, all in accordance with University procedures. The AAUP-AFT shall pay

reasonable costs for the use of facilities and equipment.

6. The AAUP-AFT shall have the right to post bulletins and notices to the employees it represents, relevant to official AAUP-AFT business, without seeking permission or approval.

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

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

PART ONE: FACULTY SALARY PROVISIONS

I. Fiscal Year 2007-2008

A. All persons who are members of the faculty on June 30, 2007 and who continue to be employed as faculty members on July 1, 2007 shall receive a salary increase effective July 1, 2007 in the amount of 3% based upon the January 1, 2007 – June 30, 2007 salary schedules.

B. In addition, all persons holding the ranks of Assistant Instructor and Instructor who are members of the faculty on June 30, 2007, who continue to be employed as faculty members beyond that date, and whose salaries after adjustment by the increase set forth in I. A. above are below the minimum salaries set forth in Section VI. below, shall receive a further increase effective July 1, 2007 to bring their salaries to the minimum.

II. Fiscal Year 2008-2009

All persons who are members of the faculty on June 30, 2008 and whose employment as faculty members continues beyond that date and who meet the eligibility criteria set forth in the Faculty Compensation Program ("FCP") in PART TWO below shall, effective July 1, 2008, be eligible to participate in the FCP, which program shall provide for increases to base salary from a pool of funds ("salary pool"), which salary pool shall be in the amount of 3% of the state-funded faculty salary base as of the second payroll in October, 2007, and shall not be less than \$6,871,183. These increases to base salary shall be awarded pursuant to the terms of the FCP as provided for in PART TWO below. University Human Resources will calculate this salary base and inform the AAUP-AFT.

III. Fiscal Year 2009-2010 [This section superseded by the Memorandum of Agreement signed on 8/12/2009]

All persons who are members of the faculty on June 30, 2009 and whose employment as faculty members continues beyond that date and who meet the eligibility criteria set forth in the FCP shall, effective July 1, 2009, be eligible to participate in the FCP, which program shall provide for regular and enhanced salary increases to base salary from a salary pool which shall be in the amount of 5.5% of the state-funded faculty salary base as of the second payroll in October, 2008, and where the enhanced salary portion of this pool shall not be less than \$6,505,772. These increases to base salary shall be awarded pursuant to the terms of the FCP as provided for in PART TWO below. University Human Resources will calculate this salary base and inform the AAUP-AFT.

IV. Fiscal Year 2010-2011 [This section superseded by the Memorandum of Agreement signed on 8/12/2009.]

All persons who are members of the faculty on June 30, 2010 and whose employment as faculty members continues beyond that date and who meet the eligibility criteria set forth in the FCP shall, effective July 1, 2010, be eligible to participate in the FCP, which program shall provide for regular and enhanced salary increases to base salary from a salary pool which shall be in the amount of 5.5% of the state-funded faculty salary base as of the second payroll in October, 2009, and where the enhanced salary portion of this pool shall not be less than \$6,877,918. These increases to base salary shall be awarded pursuant to the terms of the FCP as provided for in PART TWO below. University Human Resources will calculate this salary base and inform the AAUP-AFT.

## V. Faculty Promotional Salary Adjustments

### A. For promotions effective July 1, 2007

1. The faculty member will receive the salary increase effective July 1, 2007 appropriate to his/her 2006-2007 salary as provided in I.A. above.
2. The faculty member will then receive a promotional increase equal to 10% of his/her salary in effect on July 1, 2007.

### B. For promotions effective July 1, 2008

1. The faculty member will receive the salary increase, if any, effective July 1, 2008 appropriate to his/her 2007-2008 salary as provided in II. above.
2. The faculty member will then receive a promotional increase equal to 10% of his/her salary in effect on July 1, 2008.

### C. For promotions effective July 1, 2009

1. The faculty member will receive the salary increase effective July 1, 2009 appropriate to his/her 2008-2009 salary as provided in III. above.
2. The faculty member will then receive a promotional increase equal to 10% of his/her salary in effect on July 1, 2009.

### D. For promotions effective July 1, 2010

1. The faculty member will receive the salary increase effective July 1, 2010 appropriate to his/her 2009-2010 salary as provided in IV. above.
2. The faculty member will then receive a promotional increase equal to 10% of his/her salary in effect on July 1, 2010.

## VI. Minimum Salaries

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

		July 1, 2007	July 1, 2008	July 1, 2009	July 1, 2010
Assistant Instructor	AY	\$32,310	\$32,310	\$33,199	\$34,112
	CY	37,121	37,121	38,142	39,191
Instructor	AY	36,996	36,996	38,013	39,058
	CY	42,589	42,589	43,760	44,963
Assistant Professor	AY	42,471	42,471	43,639	44,839
	CY	49,088	49,088	50,438	51,825
Associate Professor	AY	51,299	51,299	52,710	54,160
	CY	59,310	59,310	60,941	62,617
Professor I	AY	64,826	64,826	66,609	68,441
	CY	74,782	74,782	76,839	78,952
Professor II	AY	89,142	89,142	91,593	94,113
	CY	102,264	102,264	105,076	107,966
Special Professorial Titles		127,116	127,116	130,612	134,204
Assistant Professor Law		72,196	72,196	74,181	76,221
Associate Professor Law		83,351	83,351	85,643	87,998
Professor I Law		96,656	96,656	99,314	102,045
Professor II Law		116,342	116,342	119,541	122,828

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

### I. Criteria

To the extent of funds available as set forth in PART ONE, Sections II, III and IV of this Article VIII for the fiscal years identified therein, regular and enhanced salary increases will be awarded to faculty members, including those who have demonstrated recent and continuing excellence based on one or more of the criteria of teaching, scholarship, and service. In addition, enhanced salary increases may be awarded to faculty members whose current compensation warrants special consideration on the basis of academic or professional contributions in comparison with compensation of colleagues of similar achievement in the department or discipline at large.

### II. Eligibility

1. The faculty member must have an appointment at Rutgers at the time of consideration for a salary increase and during the year for which the salary increase is made.
2. All persons who are members of the faculty on June 30 and whose employment as faculty members continues beyond that date shall receive any regular increase for that year. All faculty members serving in a full-time position as of the second payroll in October and who continue to serve in such position through the following July 1, or who have served three years in a part-time position as of July 1, shall be eligible for consideration for an enhanced salary increase.
3. With respect to a faculty member in his or her terminal year at Rutgers during the effective date of the salary increase, a regular increase shall be awarded but the faculty member is not eligible for an enhanced salary increase.

### III. Allocation of Funds

Funds available for enhanced salary increases pursuant to the FCP will be allocated to the three geographic areas of the University (Camden, Newark and New Brunswick) based on the proportion of the total faculty in each of the three areas, except that 5% of the total funds available in 2008-2009, 5% of the funds available for enhanced salary increases in 2009-2010 and 5% of the funds available for enhanced salary increases in 2010-2011 shall be allocated to the President's reserve for distribution as specified in VI. 9. below.

### IV. Size of Salary Increase

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

2008-2009: There shall be no regular salary increases. The total pool of funds set forth in PART ONE Section II shall be available for enhanced salary increases. The amount of an enhanced salary increase, if any, that may be awarded shall be at least 1% of the faculty member's salary as of June 30, 2008 or \$500, whichever is less. The total salary increase a faculty member may receive is an enhanced salary increase of up to 9%.

2009-2010: The pool of funds as set forth in PART ONE Section III shall be available for regular and enhanced salary increases. All eligible faculty members shall receive a regular salary increase of 2.75%. In addition, eligible faculty members may receive an enhanced salary increase. The amount of an enhanced salary increase, if any, that may be awarded shall be at least 1% of the faculty member's salary as of June 30, 2009 or \$500, whichever is less. The total salary increase a faculty member may receive is the regular salary increase of 2.75% plus an enhanced salary increase of up to 13.75% for a total possible salary increase of 16.5%.

2010-2011: The pool of funds as set forth in PART ONE Section IV shall be available for regular and enhanced salary increases. All eligible faculty members shall receive a regular salary increase of 2.75%. In addition, eligible faculty members may receive an enhanced salary increase. The amount of an enhanced salary increase, if any, that may be awarded shall be at least 1% of the faculty member's salary as of June 30, 2010 or \$500, whichever is less. The total salary increase a faculty member may receive is the regular salary increase of 2.75% plus an enhanced salary increase of up to 13.75% for a

total possible salary increase of 16.5%.

V. Announcement of Application of the Criteria

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

VI. Consideration for Award of an enhanced salary increase:

1. Consideration for awards of enhanced salary increases shall be conducted in accordance with the following schedule:

- a. for awards effective July 1, 2008, consideration will begin during the fall 2007 academic term;
  - b. for awards effective July 1, 2009, consideration will begin during the fall 2008 academic term;
  - c. for awards effective July 1, 2010, consideration will begin during the fall 2009 academic term.
2. The departmental chairperson shall announce twenty (20) days in advance that the Peer Evaluation Committees will be considering eligible faculty members for enhanced salary increases and that eligible faculty members are invited to submit relevant materials for consideration.
3. Departments with four or more tenured members shall elect a Peer Evaluation Committee of at least three members, composed of tenured members of the department. In departments with fewer than four tenured members, all the tenured members shall constitute the Peer Evaluation Committee. In departments without tenured members, there shall be no Peer Evaluation Committee.

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

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

The Peer Evaluation Committee shall meet to evaluate all members of the department who are not members of the Committee, who are eligible for consideration for an enhanced salary increase pursuant to the FCP. The Committee shall determine, from among those faculty members considered, those

who it will recommend for an enhanced salary increase, in accordance with the criteria set forth in PART TWO Section I. above. The Committee shall prepare a summary statement of its evaluation for each member of the department it recommends and shall indicate which one or more of those criteria is the basis for its recommendation.

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

Should the dean wish to include on his/her list an individual who the chairperson has not recommended for an enhanced salary increase or should the dean wish to increase or decrease the size of an enhanced salary increase recommended by the chairperson (or if there is no chairperson, by the Peer Evaluation Committee or its chairperson) and where such increase or decrease exceeds one percent (1%) of that individual's salary, the dean shall first discuss the matter with the

chairperson. The dean will forward his/her recommendations to the chancellor or, in the case of New Brunswick units, to the Executive Vice President for Academic Affairs (EVPAA) with justification and appropriate documentation. The dean will, at the same time, forward to the chancellor or EVPAA the recommendations of the Peer Evaluation Committees and department chairs.

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

## VII. Implementation

The University will notify individual faculty members who have been recommended for consideration for an enhanced salary increase of the action taken in regard to that recommendation. For each such faculty member, the University will inform the AAUP-AFT of the faculty member's department, campus, academic rank, and salary before and after the enhanced salary increase, if any; the level of the initial recommendation for an enhanced salary increase; the reason for the recommendation, specified in PART TWO Section I. above, and whether the faculty member was a member of the department Peer Evaluation Committee and/or a department chairperson.

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

#### VIII. Grievability

The academic judgment that forms the basis of the granting or failure to grant an enhanced salary increase, including the size of the enhanced salary increase, are not grievable. Allegations of a violation of the procedures set forth in this Faculty Compensation Program which results in the failure to grant an enhanced salary increase shall be brought under Article IX, Category 2 of the Agreement between the AAUP-AFT and the University.

#### IX. Information

1. The University will inform the AAUP-AFT as to the amount of funds allocated to the three geographic areas of the University pursuant to PART TWO Section I. above.
2. At the conclusion of the process, the University will inform the AAUP-AFT as to each faculty member nominated at any level of the process the enhanced salary increase, if any, recommended at each level, and the salary increase, if any, awarded, along with identification of recommended faculty members and awardees, as the case may be, from amounts set aside as described in Section VI. 10.

### PART THREE: TEACHING AND GRADUATE ASSISTANTS – SALARY PROVISIONS

#### I. Fiscal Year 2007-2008

A. For all persons who held appointments as teaching or graduate assistants during the 2006-2007 fiscal year and who received appointments as teaching or graduate assistants during the 2007-2008 fiscal year, there shall be an 8% across-the-board increase in salary effective July 1, 2007.

B. Effective July 1, 2007, the starting salary for full-time teaching and graduate assistants shall be \$19,815 for an academic-year appointment and \$22,589 for a calendar-year appointment.

C. There shall be a competitiveness pool of \$798,600. An award to a TA/GA from the competitiveness pool shall be treated as a permanent part of her/his salary and the salary for any subsequent reappointment shall be based on that salary.<sup>1</sup>

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<sup>1</sup> Nothing herein precludes teaching/graduate assistants supported by grants from receiving grant-funded competitiveness supplements.

II. Fiscal Year 2008-2009

- A. For all persons who held appointments as teaching or graduate assistants during the 2007-2008 fiscal year and who received appointments as teaching or graduate assistants during the 2008-2009 fiscal year, there shall be an 8% across-the-board increase in salary effective July 1, 2008.
- B. Effective July 1, 2008, the starting salary for full-time teaching and graduate assistants shall be increased 8% to \$21,400 for an academic-year appointment and \$24,396 for a calendar-year appointment.
- C. In addition, the total salary base for Teaching and Graduate Assistants in 2008-2009 will include a \$798,600 competitiveness pool.<sup>2</sup>

III. Fiscal Year 2009-2010

- A. For all persons who held appointments as teaching or graduate assistants during the 2008-2009 fiscal year and who received appointments as teaching or graduate assistants during the 2009-2010 fiscal year, there shall be an 8% across-the-board increase in salary effective July 1, 2009.
- B. Effective July 1, 2009, the starting salary for full-time teaching and graduate assistants also shall be increased 8% to \$23,112 for an academic-year appointment and \$26,348 for a calendar-year appointment.
- C. In addition, the total salary base for Teaching and Graduate Assistants in 2009-2010 will include a competitiveness pool of \$798,600.<sup>3</sup>

IV. Fiscal Year 2010-2011

- A. For all persons who held appointments as teaching or graduate assistants during the 2009-2010 fiscal year and who received appointments as teaching or graduate assistants during the 2010-2011 fiscal year, there shall be an 8% across-the-board increase in salary effective July 1, 2010.
- B. Effective July 1, 2010, the starting salary for full-time teaching and graduate assistants also shall be increased 8% to \$24,961 for an academic-year appointment and \$28,455 for a calendar-year appointment.
- C. In addition, the total salary base for Teaching and Graduate Assistants in 2010-2011 will include a competitiveness pool of \$798,600.<sup>4</sup>

V. In addition, all Teaching and Graduate Assistants who hold less than a full-time appointment in 2007-2008, 2008-2009, 2009-2010 and 2010-2011 may enroll at no cost to them

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<sup>2</sup> See footnote 1.

<sup>3</sup> See footnote 1.

<sup>4</sup> See footnote 1.

in the Rutgers University Graduate Fellows Student Health Insurance Plan pursuant to procedures established by the University for this purpose. This shall occur as soon as possible after the effective date of this Agreement.

#### PART FOUR: HEALTH INSURANCE BENEFITS

I. 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 therein. The parties agree that with respect to those items that are required by law to be determined pursuant to a binding collective negotiations agreement the health benefits provisions applicable to AFT employees at the state colleges and universities shall apply to members of the AAUP-AFT bargaining unit.

If this provision is declared illegal or unenforceable by a court or agency of competent jurisdiction, the health benefits provisions agreed to by the parties shall be those set forth in the AFT state college and university 2007-2011 collective negotiations agreement.

## 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 herein shall be construed or implied as a recognition by the University that the AAUP-AFT and/or grievant has any enforceable right against the University with respect to any misinterpretation, misapplication, or violation of University policy, 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.

## X - FACULTY PERSONNEL GRIEVANCE PROCEDURE

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

### A. Definitions of a Grievance and Grievant

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

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

or

A. 1. b. the evaluation was based on (i) discrimination [see Article IV – “Non Discrimination”] by an evaluator against the grievant or, (ii) enmity by an evaluator against the grievant.

or

A. 1. c. the narrative of an evaluator or evaluative body contains a material factual inconsistency with the record as presented in the candidate's reappointment/promotion packet.

or

A. 1. d. the evaluation was not in accord with the criteria as set forth in the University Policy with Respect to Academic Appointments and Promotions.

A. 2. A grievant within the meaning of this Article is a faculty member in the bargaining unit who files a grievance under this Article. A grievant shall retain the right to process a grievance to completion regardless of his/her employment status.

A. 3. The statement of grievance shall be presented on a form mutually acceptable to the AAUP-AFT and the University and must:

- A. 3. a. identify the person(s) and/or bodies who allegedly committed the alleged violations;
- A. 3. b. explain what alleged actions were committed or omitted and by whom;
- A. 3. c. identify the level(s) of evaluation affected by the alleged violations;
- A. 3. d. identify and fully explain the alleged violations in the evaluation of the grievant as specified in A.1. above;
- A. 3. e. to the extent possible, set forth the evidence in support of the allegations and identify and attach, if possible, any documents pertinent to the allegations;
- A. 3. f. identify, to the extent possible at the time of filing, potential witnesses and explain the nature and the relevance of their testimony to the allegations; and
- A. 3. g. request any documents and/or other information needed to complete the presentation of the grievance, explaining the relevance of the requested material to the alleged violations. Additional requests for information may be made after the grievance statement has been filed.
- A. 4. A grievance may be resolved informally by the grievant and the University at any time. The parties recognize the value of exploring an informal resolution prior to the filing of the grievance statement. Such informal resolution shall be pursued through the Office of Academic Labor Relations. The informal resolution of a grievance shall not constitute precedent for the formal or informal resolution of any grievance or for any other purpose.
- A. 5. Grievances concerning original evaluations shall be brought before Grievance Committees as specified in B. below. Grievances concerning remanded evaluations shall be brought before the Faculty Appeals Board as specified in E. below.

B. Grievances Concerning Original Evaluations

B. 1. Pre-Hearing Procedures

- B. 1. a. An individual who intends to file a grievance under this procedure must so notify the Office of Academic Labor Relations in writing within 30 working days of the date on which the AAUP-AFT receives from the University written notice of the negative personnel action, as set forth in Article XIV.7.
- B. 1. b. Within 60 working days, for candidates for reappointment or tenure, and 90 working days for candidates for promotion to Professor or Professor II, of the date of receipt of the letter of intent to file, as specified in a. above, the grievance statement, as defined in A.3. above, shall be filed with the Office of Academic Labor Relations according to the rules specified below. Such grievances shall be logged in as to date of receipt and a copy forwarded within one working day to the AAUP-AFT and to the Reviewing Officer.

- B. 1. c. Such grievances shall be reviewed by the Reviewing Officer who shall determine if the grievance filing complies with Section A.1. above and Section H. below. The Reviewing Officer shall not address the substance of the grievance. He/she shall confine his/her review to two questions:
- B. 1. c. [1] Do the allegations contained in the grievance statement conform to the definitions of an Article X grievance as set forth in A. 1. above?
- B. 1. c. [2] Are the letter of intent to file and/or the grievance statement timely filed in accord with B.1.a. and B.1.b. above?
- B. 1. d. The Reviewing Officer shall forward to the designated University Representative each grievance statement that meets the filing requirements within 15 working days of the Reviewing Officer's receipt of the grievance. At the same time, a copy of the grievance statement with confirmation of acceptance shall be sent to the grievant and to the AAUP-AFT.
- B. 1. e. If the Reviewing Officer finds that a grievance statement does not meet the filing requirements, he/she shall return it to the grievant within 15 working days with a written statement specifying the defects leading to its rejection. A copy of such statement shall at the same time be sent to the AAUP-AFT. If the Reviewing Officer is unable to meet the deadlines specified herein, he/she shall so notify the AAUP-AFT in writing.
- B. 1. f. Unless the Reviewing Officer has held the grievance to be untimely, the grievant may resubmit revised allegations with a signature page signed by the grievant within 15 working days of receipt of the letter rejecting the allegations. Such resubmission to the Reviewing Officer shall be handled according to the above procedure. Allegation(s) not revised and resubmitted by the grievant or appealed in accordance with B.1.h. below shall constitute withdrawal of the allegation(s).
- B. 1. g. Within 15 working days of the conclusion of the Reviewing Officer and/or Permanent Referee Procedures, the grievant shall file a final signed grievance statement with the Office of Academic Labor Relations.
- B. 1. h. If the Reviewing Officer finds the grievance to be untimely, the AAUP-AFT may appeal this finding to the Permanent Referee, as provided below.
- B. 1. i. In the event the action taken by the Reviewing Officer is unacceptable to the grievant, the grievant may request that the AAUP-AFT pursue an appeal on his/her behalf. Such request must be made in writing and received by the AAUP-AFT within five working days of the grievant's receipt of the Reviewing Officer's letter of rejection. The AAUP-AFT may:
  - B. 1. i. [1] Submit the issue in writing to the Permanent Referee. Such submission must be accompanied by the Reviewing Officer's finding and be made within 15 working days of grievant's receipt of the

Reviewing Officer's action. A copy of the submission shall be at the same time sent to the Reviewing Officer.

If the AAUP-AFT determines that it needs more time to arrive at a decision on whether to file an appeal as requested by a grievant, it will notify the Reviewing Officer prior to the expiration of the period for filing an appeal to the Permanent Referee and such notice will automatically extend the deadline for submitting an appeal to the Permanent Referee by an additional 20 working days.

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

- B. 1. i. [2] The Permanent Referee shall not address the substance of the grievance. He or she shall confine his or her review to two questions:
- B. 1. i. [2] [a] Do the allegations contained in the grievance statement conform to the definitions of an Article X grievance as set forth in A. 1. above?
- B. 1. i. [2] [b] Are the letter of intent to file and/or the grievance statement timely filed in accord with B.1.a. and B.1.b. above?
- B. 1. i. [3] The Permanent Referee shall review the submissions and render a decision in writing within ten working days of receipt of the submission. No hearings will be conducted before the Permanent Referee unless the Permanent Referee requests a hearing after receipt of written submissions by the parties. If a hearing is conducted, neither party may be represented by an attorney. The Permanent Referee shall make a judgment on the question(s) presented and the decision shall be final and binding on the grievant, the AAUP-AFT and the University.
- B. 1. i. [4] If the Permanent Referee sustains the claim that the grievance filing meets the filing requirements, or should be accepted as timely filed, he or she shall forward notice of acceptance to the grievant, the AAUP-AFT, and the Reviewing Officer.
- B. 1. i. [5] If the Permanent Referee rejects the claim that the grievance statement meets the filing requirements, he or she shall notify the grievant, the AAUP-AFT and the Reviewing Officer of his/her decision in writing. If the grievance has been rejected for reasons other than timeliness, the grievance may be revised and resubmitted according to the provisions of B.1.f. above. The decision of the Permanent Referee

shall explain the reasons for rejecting the grievant's claim. Copies of the decision shall be sent to the AAUP-AFT and the Reviewing Officer.

- B. 1. i. [6] The decision of the Permanent Referee shall be binding on the grievant, the University, and the AAUP-AFT.
- B. 1. j. Within 25 working days of receipt of the final grievance statement (after all allegations submitted have been vetted by the Reviewing Officer and, if applicable, Permanent Referee), the University shall forward a written response to the particulars of the grievance to the grievant and to the AAUP-AFT. The University's response shall address each allegation, identify and attach, if possible, any documents pertinent to the grievance, and identify, to the extent possible, potential witnesses and explain the nature and the relevance of their testimony to the allegations. At the same time, the University shall forward the grievance statement, the University's response to the grievance, the neutral reader's report, if available, and the grievant's reappointment/promotion packet, excluding the supplementary materials and the external confidential letters of evaluation to the Grievance Committee, if a full grievance committee has been constituted (named and briefed).
- B. 1. k. Within 20 working days of a request for documents and/or information (See A.3.g. above.), the University shall, insofar as it is possible for it to do so, make available to the grievant all relevant requested documents and information, other than outside confidential letters and the promotion packets of other faculty.
- B. 1. l. Outside confidential letters of evaluation are those letters received in response to solicitation pursuant to the Academic Reappointment/Promotion Instructions. Outside confidential letters of evaluation shall not be made available to the grievant or to his/her advisors, or to the University Representative for the purpose of the grievance.

In those cases in which the outside confidential letters of evaluation are a factor in a grievance, evidence respecting the contents of the letters may be introduced only by the grievant or the University Representative through a written report by two neutral readers of the letters through the following procedure:
- B. 1. l. [1] If the grievant asserts that the outside confidential letters are a factor in a grievance, he/she shall inform the University when the grievance statement is filed by completing the appropriate form to indicate the name of the neutral reader selected and questions the grievant wishes the neutral readers to answer in regard to the outside confidential letters.
- B. 1. l. [2] Upon receipt of notice concerning the letters, the University shall name a second neutral reader.
- B. 1. l. [3] The grievant and the University may select as a neutral reader any current member of the faculty at the rank of professor or above who

has served within the past 7 years as a member of the Promotion Review Committee, an Advisory Committee on Appointments and Promotion, or as a dean, and who has not participated in the evaluation.

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

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

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

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

- B. 1. I. [6] The signed and dated report of the neutral readers shall be forwarded to the AAUP-AFT by the University within two working days of its receipt by the University.

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

to the University Representative once the Committee has rendered its decision.

B. 2. Hearing Procedures

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

grievant may file an amendment to the Grievance Statement. In such instance, the proposed amendment should be in writing in the form of a memorandum addressed to the grievance committee, with a copy to the University Representative, which provides full information about the new allegation in accordance with Section A.3 of this procedure, and which explains the reasons why the grievance statement is being amended at that time. The University shall have 5 working days within which to respond to the amendment. If the University Representative agrees that the new allegation is properly within the definition of a grievance in accordance with Section A.1. above, the amendment shall be accepted.

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

- B. 2. h. Within five working days of the final hearing session, the Committee shall make a good faith effort to render a decision in writing. The decision shall address all allegations raised in the grievance. For each allegation, the Grievance Committee shall determine if the alleged violation has been proven. For each allegation sustained by the Grievance Committee, the Committee shall identify who committed the specific violation and which level of evaluation was affected by the violation. The Committee shall not make judgments as to whether the grievant should receive reappointment, promotion, and/or tenure. Further, the Committee will address and make findings about only those allegations set forth either in the grievance statement or an amendment to it and pursued by the grievant. The Committee's decision, recorded on a form agreed to by the AAUP-AFT and the Executive Vice President for Academic Affairs or his/her designee, shall be binding on the University, the grievant, and the AAUP-AFT. The Grievance Committee shall send its decision to the grievant, the AAUP-AFT, the University Representative, the appropriate chancellor, the Executive Vice President for Academic Affairs, the Office of Academic Labor Relations, and to each evaluator or evaluating body concerned in a violation sustained by the Grievance Committee. It is University practice to exclude from remanded evaluations, evaluators against whom charges of discrimination or enmity have been sustained.
- B. 2. i. The grievant has the burden of proof. The burden of proof shall be met when the preponderance of evidence about an alleged fact and/or alleged violation is sufficient to sustain the allegation.
- B. 2. j. If the Grievance Committee sustains the grievance, it shall order a remand, which is the sole and exclusive remedy under this procedure.
- B. 2. k. Within 20 working days of receipt of the Grievance Committee's decision by the AAUP-AFT and the University, the University Representative or other appropriate office of the University will prepare draft remand instructions and forward them to the grievant and AAUP-AFT for review.

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

C. Confidentiality

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

- C. 1. The grievance statement, University response, associated documents, identities of witnesses, and evidence presented at the hearing shall be kept confidential by all concerned, except that the grievant or the University may make disclosure only to the extent necessary and only to potential witnesses and/or persons against whom allegations have been made and/or persons the party has reason to believe may be able to assist in the preparation and/or presentation of that party's case. Such disclosure shall be limited in scope to those aspects of the case the party has reason to believe are relevant to disclosée's potential testimony or other assistance. The form and content of such disclosure shall be sensitive to the concerns outlined above, and shall in no case include providing tape recordings or transcripts of the proceedings to persons other than the Grievance Committee members, grievant, counselor, co-counselor, university representative, and his/her designated assistant.

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

Each person to whom disclosure is made shall be provided, prior to disclosure, a copy of this confidentiality provision and the no reprisals provision (G.2.), and shall not use the information about the grievance for any other purpose.

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

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

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

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

- D. 1. a. In the event the Grievance Committee declines to determine the matter or the grievant or the University Representative is not satisfied with the soundness of its interpretation and/or application, that procedural issue shall be referred to the Permanent Referee, in accordance with Section D.3. below.
- D. 1. b. If such issue is referred to the Permanent Referee, the grievant and/or the University Representative may request that the hearing be suspended pending his/her review.
- D. 1. c. If suspension is not requested, the hearing may proceed to consider matters on which no issue of interpretation or application of this procedure has been raised.
- D. 1. d. A ruling made by the Grievance Committee on the interpretation or application of this procedure that is not referred by the grievant or the University Representative to the Permanent Referee at the time of such ruling shall be binding for this and only this case.
- D. 2. A question concerning a matter of procedure not specifically addressed by this procedure shall be referred within five working days of the date the issue arose to the parties to this Agreement (AAUP-AFT and the University) for a joint determination that shall amend the procedure on this question.  
  
Should the AAUP-AFT and the University fail to reach such agreement within five working days of submission to them, the question may be submitted to the Grievance Committee by either party for an ad hoc procedure to be implemented in the instant case as a reasonable solution to the issue at hand. Any such ad hoc procedure shall not be a precedent in any other case. The Grievance Committee shall render a decision within seven working days of the date the matter was submitted to it.
- D. 3. The Permanent Referee shall have the authority to make binding decisions on the interpretation and/or the application of provisions of this procedure where such issues are referred to it under the provision of D.1. Matters so referred shall be handled as follows:
  - D. 3. a. The grievant and/or University Representative shall submit their respective claims in writing to the parties to the Agreement (AAUP-AFT and the University) within two working days of the date the issue arose. The parties shall each prepare a written position on the issue to be forwarded to the Permanent Referee, with each party copying the other, within five working days of receipt of the statement of claim.
  - D. 3. b. Either the AAUP-AFT or the University may request a hearing on the matter before the Permanent Referee. Such request shall be made at the time of the party's submission of its position to the Permanent Referee.
  - D. 3. c. If no hearing is requested, the Permanent Referee may request a meeting with the parties to this Agreement to discuss the matter. Any hearing or

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

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

E. Appeals of Remanded Evaluations

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

panels. Generally, the Faculty Appeals Board will review only the written record, except that the grievant, at his/her request, shall have the right to appear before the Board for up to one hour for the purpose of presenting his/her case and answering any questions the Board might have. The grievant may be accompanied by his/her AAUP-AFT representative. The University Representative shall be present and shall have the opportunity to respond. At its sole discretion, the Board may request from the grievant or the University Representative additional materials or oral or written explanations.

- E. 6. The Faculty Appeals Board shall render a decision in writing on a form appropriate to its finding. Such form shall be agreed upon by the AAUP-AFT and the University.
- E. 6. a. The Board may deny the grievance. A denial of the grievance is final and binding on the grievant, the AAUP-AFT, and the University, and no further grievance or appeal may be made by the faculty member. This finding shall be forwarded immediately to the AAUP-AFT by the University.
- E. 6. b. The Board may order a remanded evaluation. An order for a remanded evaluation is binding on the grievant, the AAUP-AFT, and the University, and, if a remand is ordered, the Faculty Appeals Board shall provide advice to the University in structuring the remand. This finding shall be forwarded immediately to the AAUP-AFT by the University.
- E. 6. c. The Board may recommend to the Promotion Review Committee that the faculty member receive reappointment, promotion, and/or tenure. This recommendation must be considered by the President along with all other recommendations of the Promotion Review Committee. Such recommendation, made on the appropriate form, shall evaluate the candidate's performance in each of the applicable criteria and shall include the Faculty Appeals Board's rationale for the recommendation. Notification that such recommendation has been made shall be forwarded immediately to the AAUP-AFT by the University. The recommendation of the PRC, subject only to recommendation by the President and action by the Board of Governors, shall be final and binding on the grievant and the AAUP-AFT, and no further grievance or appeal may be made by the faculty member.

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

F. 1. Permanent Referee

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

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

F. 2. Grievance Committees

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

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

- F. 2. b. Each Grievance Committee shall be constituted no later than October 15. Within ten working days of constitution of the Committee, the grievant may challenge, in writing and stating the reason, the participation of any Grievance Committee member for cause. Such a challenge shall be directed to the University Representative by the AAUP-AFT. If the University and the AAUP-AFT cannot resolve the matter, it shall be referred to a faculty member selected jointly each year by the AAUP and the University. This individual shall receive only the grievant's written challenge and the University's written response, a copy of which shall be provided to the AAUP-AFT. The grievant may, within ten working days, provide a written rebuttal limited to points raised in the University response. The jointly selected faculty member shall render a final and binding decision within eight working days and shall notify the faculty member in case of removal.
- F. 2. c. The members of each Grievance Committee shall designate one of their members as chairperson of the Committee.
- F. 2. d. Faculty members selected to serve on a Grievance Committee shall participate in a joint University-AAUP-AFT briefing before being empaneled. The purpose of the briefing is to ensure that the Committee members understand the procedure and their role in the grievance process. Only persons who have participated in a briefing may serve on a Grievance Committee.

F. 3. Faculty Appeals Board

The Faculty Appeals Board shall consist of nine members from among the tenured faculty of the University, appointed by the President in the spring of each year for the following academic year. The AAUP-AFT may provide advice to the President on membership of the Faculty Appeals Board prior to March 1. The members of the Faculty Appeals Board shall select their own chair and a vice-chair. Decisions

of the Faculty Appeals Board shall be by majority vote of the members participating in the particular proceeding. At least three of its members must participate in any proceeding. No person shall serve on the Faculty Appeals Board for a case in which he/she has participated in the evaluation process.

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

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

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

G. Miscellaneous

- G. 1. Grievance Committees do not have the authority to substitute their judgment for the academic judgment of persons charged with the responsibility for making such judgment. Further, neither the Grievance Committees nor the Faculty Appeals Board shall have the authority to amend, alter, or in any way change a provision of this Agreement, a University Regulation, or an established practice of the University.
- G. 2. No reprisals shall be taken against any grievant, advisor, witness, or member of a Grievance Committee or the Faculty Appeals Board for participation in the grievance process. Claims of any such reprisals shall be grievable under Article IX, Category One.
- G. 3. If a Grievance Committee finds for the grievant, the grievant shall receive a twelve-month extension of employment beginning July 1 following the decision.

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

- G. 4. A grievant shall not be evaluated while an Article X grievance is pending.
- G. 5. It is the understanding of the AAUP-AFT and the University that all parties to the grievance procedure, including the Grievance Committee, the grievant, the grievant's representatives, the University's Representatives, and witnesses presented by the grievant and the University, are charged with the responsibility for cooperating in the scheduling and hearing of the grievance in an expeditious manner.
- G. 6. There shall be no ex parte communication regarding the substance of the grievance with the Grievance Committee or with the Faculty Appeals Board by the grievant, the University Representative, or their advisors, the AAUP-AFT, or the University administration.
- G. 7. This Article X grievance procedure, whether or not pursued, shall constitute the sole and exclusive right and remedy of bargaining-unit members for all claims cognizable under this procedure. Decisions by a Grievance Committee or the Faculty Appeals Board as provided for in this Article X grievance procedure shall be considered a binding and final settlement of the grievance. The exclusivity of remedies and exhaustion of procedures provided for above are not intended nor shall they apply to rights of individual bargaining-unit members that arise from sources independent of this Agreement, University policies, agreements, administrative decisions, or regulations. Nothing in this provision shall be construed or implied as a waiver by the University of the defenses of exhaustion of remedies or exclusivity of the grievance procedure.

H. Time Limits

- H. 1. For the purpose of this procedure, "working days" are all days on which the administrative offices of the University are officially open for business as specified in the administrative calendar.
- H. 2. Grievances submitted from New Brunswick shall be delivered to the Office of Academic Labor Relations, in which case the delivery date will establish the timeliness of the filing. Grievances submitted from the Camden and Newark campuses as well as other locations outside New Brunswick shall be sent by United States mail to the Office of Academic Labor Relations, in which case the postmark date will establish the timeliness of filing.
- H. 3. Requests for extensions of any of the time limits specified in this grievance procedure may be granted only by mutual agreement of the University and the AAUP-AFT.
- H. 4. If a member of the bargaining unit intends to file an appeal to the Faculty Appeals Board and it is likely that his/her employment with the University would terminate prior to the date of a decision by the Faculty Appeals Board if the normal time schedule set forth in these procedures were followed, the grievant shall have the opportunity to utilize an accelerated schedule, as set forth below:

- H. 4. a. The grievant must notify the Office of Academic Labor Relations in writing of his/her intent to file a grievance within ten working days of the date on which the AAUP-AFT receives notification of the negative personnel action and must indicate that he/she is utilizing the accelerated schedule.
- H. 4. b. Within 20 working days of the date of the letter of intent to file, as specified in H.4.a. above, but no later than ten working days prior to June 21, the grievance statement, as defined in A. 3. above, shall be filed with the Office of Academic Labor Relations.
- H. 4. c. Within ten working days of receipt of the grievance statement, but no later than June 21, the University shall forward the materials specified in section E.2. above.
- H. 4. d. The Faculty Appeals Board shall meet to hear the appeal within five working days of receipt of the material specified in E.2. above. If possible, the Faculty Appeals Board will render its written decision within five working days of its meeting. If that is not possible, the Faculty Appeals Board will render an oral decision within five working days and will render its written decision within ten working days, but no later than June 30.
- H. 4. e. If the grievant fails to meet any deadline set forth in this accelerated procedure, he/she shall lose all right to utilize it, and the grievance shall be heard in accordance with the regular time schedule set forth in this Article X grievance procedure.

## 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.

### XIII - EXPEDITED APPEAL OF DENIAL OF TENURE

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

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

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

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

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

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

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

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

#### XIV - FACULTY REAPPOINTMENT/PROMOTION

The University will furnish to the AAUP-AFT each year, at least 15 working days prior to distribution, a copy of all material contained in the promotion and reappointment packet forms. All candidates shall be provided by the chair with a copy of the current Academic Reappointment/Promotion Instructions and shall certify that they have received the instructions. Upon request, a department chair will provide a member of the faculty with a copy of the current academic reappointment/promotion instructions.

1. a. Each faculty member who is to be considered for reappointment or promotion shall be notified by the department chairperson at least 30 days in advance that said consideration shall take place.
- b. A tenured faculty member may request of the department chairperson that he/she be evaluated for promotion. The request shall be granted for tenured members of the faculty who have been at least six years in rank and have not been evaluated for promotion for at least four years. Such evaluation shall be carried through each level of review, including the Promotion Review Committee, unless withdrawn by the candidate. Withdrawal after the candidate signs Form 2 constitutes an evaluation for the purpose of this paragraph 1.b.
- c. The candidate shall provide the department chair with a signed and completed Recommendation Information Form (Form 1). Within ten (10) working days of its receipt, the department chair will sign and return the Form to indicate concurrence with its content, or, if there is a dispute between the candidate and the department chair as to the content of the Form which they are unable to resolve, the department chair shall so indicate in the space provided above his/her signature, attaching an explanation to the Form.
- d. At the time the faculty member submits a signed Recommendation Information Form, he/she shall submit to the department chair one copy of any documents or materials he/she wishes to have considered. A brief personal statement identifying the candidate's major contributions may be included among these. A list, compiled by the faculty member, of the documents submitted to the chair shall be attached to the promotion packet (Appendix H of the Academic Reappointment/Promotion Instructions). It shall be the responsibility of the chairperson to circulate that list and all documents or materials submitted by the candidate, together with any other relevant material, subject to 1.e. below, to the appropriate reviewing bodies.

A candidate who has had time excluded from the probationary period may, upon written request, choose to have the University evaluators, evaluative bodies, and outside evaluators informed that his/her record 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 Academic Reappointment/Promotion Instructions).

If the faculty member wishes to include a lengthy unpublished manuscript and requires copying services, he/she should contact his or her dean or department chair at least 30 days prior to the date on which copies are needed. The faculty member will be charged the prevailing rate for services so provided. If the service cannot be provided, the candidate will be notified promptly.

- e. If any document or documents, other than confidential outside letters of evaluation, the official reappointment/promotion forms, continuation pages added to these forms, reports of reading committees, supplements to confidential letters as provided in 1.h. below, and materials submitted by the candidate, are added to the promotion packet by an evaluative body, a copy of said document(s) shall be transmitted immediately to the

candidate; the candidate shall have the right to submit a response or rebuttal within six working days. The response shall be directed to that level of the evaluation at which the added document was received and shall become a part of the promotion packet. Any documents that are (1) physically present during the evaluation and (2) specifically referred to during the deliberations of the evaluative body and (3) which a majority of the evaluative body agrees have a direct bearing on the evaluation must be added to the packet, in accordance with this procedure.

f. Subsequent to the commencement of the evaluation and prior to final recommendation of the Promotion Review Committee, the department chairperson shall, upon request of the candidate, add to the packet evidence of a significant change in the status of materials originally submitted by the candidate if 1) the Dean concurs that a significant change has occurred and 2) such change has occurred since the initiation of the evaluation. If there is a dispute between the candidate and the Dean as to whether a significant change has occurred in the status of materials originally submitted by the candidate, the Office of the Chancellor or in New Brunswick, the Office of the Executive Vice President for Academic Affairs, shall make the final determination as to whether evidence of the change shall be added to the packet.

Such additions to the packet, as provided above, shall in all instances be submitted to the level of review at which the candidate is then being evaluated. However, if the addition occurs on or before December 1, the addition to the packet shall also be circulated to each earlier level of review so that each earlier level may revise its evaluation should it deem such revision warranted by the addition. If the addition occurs after December 1, but on or before January 25, it shall be circulated only to the dean and the Promotion Review Committee, unless the department has made a negative recommendation concerning the candidacy in question, in which case it shall also be circulated to the department. The department, the dean, and/or the Promotion Review Committee may revise the evaluation made at that level should such revision be deemed by the department, the dean, or the Promotion Review Committee to be warranted by the addition.

Except as provided in 1.e. and 1.f., no other materials or documents may be introduced by the candidate after the review process has commenced.

g. With the exception of confidential outside letters of evaluation solicited in accordance with University Regulations and those documents that are generally public knowledge such as published student evaluations, published articles and other similar documents, only those materials in the official personnel file (Article XVIII), or those materials added to the packet in 1.e. and 1.f. may be used in conducting the review.

h. Outside letters of evaluation shall be held in confidence and their use restricted to evaluation of the faculty member.

A candidate may suggest potential outside evaluators and may discuss with his/her department chair qualified persons from whom letters may be solicited.

The candidate, in addition, may prepare a list of persons in his/her field from whom he/she prefers letters of evaluation not be solicited. The candidate shall provide a written explanation for the exclusion of each person on that list. If a letter of evaluation is solicited from an individual on the candidate's "not for" solicitation list, the candidate's written explanation shall be attached to the individual's letter of evaluation. A department chair or dean may, at his/her discretion, also attach an explanation for his/her decision to solicit a letter from the individual. Such attachments, whether prepared by the candidate, the department chairperson, or the dean, shall be held, like the letters to which they refer, in confidence.

i. The department chair, in consultation with tenured members of the department, shall determine whether there should be a reading committee and who should be appointed to it. The process by which tenured members of the department are consulted is within the department chair's discretion. Whichever approach with respect to the utilization of a reading committee a department determines to follow shall apply to all candidates in that department who are being reviewed for reappointment or promotion in that year. (See fn 6 of the Academic Reappointment/Promotion Instructions for exception as to the Law School-Camden.)

The reading committee report, if there is one, may be either (1) confidential for the sole information of the department, or (2) an attachment to the department report. The function of a reading committee is to review the candidate's scholarly work and prepare a written assessment of that work for the department's consideration. The reading committee shall not make a recommendation on the reappointment or promotion.

2. The candidate shall be notified of the departmental decision by the departmental chair in writing within five working days from the date such decision is made. The candidate will be notified in writing by the dean or his designee of the final decision in the particular personnel action within ten days of receipt of the knowledge that the final decision by the appropriate person or committee has been made. For unsuccessful candidacies, such notification shall include an invitation to meet with the dean or director.

3. Each faculty member who is appointed shall be given written notice of the criteria that will be applicable in future reappointment or promotion evaluations, and those criteria shall form the basis of future evaluations. If the applicable criteria change, the University will provide written notice to the faculty member of the newly applicable criteria. A faculty member who is evaluated for and who fails to receive reappointment and/or promotion shall be so notified. At the request of a faculty member, a written explanation of the reasons for his/her non-reappointment or non-promotion shall be provided by the dean.

4. Faculty members who hold temporary titles may be considered for other appointments in accordance with regular University practices and policies.

5. For candidates in the first year of service requiring recommendation for reappointment, the departmental process shall be initiated no later than the last week of the first semester of service and shall be completed in time to conform to the appropriate date of notification as specified in University Regulations.

6. For candidates beyond the first year of service, the departmental recommendation shall be forwarded at least one month prior to the required date of notification.

7. The University shall transmit to the AAUP-AFT written notice of each positive or negative final decision concerning promotion, tenure, or reappointment of faculty members in the bargaining unit, within ten working days of final decision when action by the Board of Governors is required and within 20 working days of final decision when action by the Board of Governors is not required.

## XV - PROFESSIONAL DUTIES

The parties recognize that the University accomplishes a variety of academic and professional services including undergraduate, graduate, and professional instruction, research and community service. The professional duties required of the faculty shall be in accordance with the mission of the University.

Individual workload assignments of members of the bargaining unit shall be consistent with the practice of their department, program, or unit.

Claims of inconsistency with such practices by members of the bargaining unit shall be grievable as a Category Two grievance under the contract grievance procedure (Article IX).

## 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.

## XVII - LEAVE OF ABSENCE WITHOUT PAY

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

## XVIII - PERSONNEL FILES

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

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

B. The official personnel file for each teaching/graduate assistant shall be maintained in the office of the appropriate dean or director.

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

D. The official personnel file shall be available for examination by the bargaining unit member who shall be entitled to review it at reasonable hours upon written request and to purchase copies of any or all materials contained therein.

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

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

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

G. If a bargaining unit member believes that material necessary to give a reasonable representation of his/her record exists elsewhere, the bargaining unit member may apply in writing to his/her Chancellor, or in New Brunswick to the Executive Vice President for Academic Affairs, requesting access to the material. This request must specify, to the best of the faculty member's knowledge, the nature of the material and its location within the University.

Within 15 working days of such request, the Chancellor or the Executive Vice President for Academic Affairs, or his/her designee shall respond by either:

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

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

## XIX - MISCELLANEOUS

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

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

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

B. 1. Before being presented to the Board of Governors, proposed changes in University Regulations, policies, and/or practices affecting the terms and conditions of employment of the members of the bargaining unit shall first be submitted to the AAUP-AFT for negotiation.

2. Section B.1. above shall be construed to require negotiations only as to those aspects of such proposed changes that constitute mandatory subjects of negotiation. Disputes concerning the application of section B.1. and B.2. shall be resolved by submission to the Public Employment Relations Commission under its scope-of-negotiation processes.

C. University Website and Distribution of Agreement

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

Information about how to access this Agreement electronically shall be made available to all members of the bargaining unit as soon as practical after ratification through a joint communication from the University President and the AAUP-AFT President. Such communication shall be sent via email and regular mail to all members of the bargaining unit. New members of the bargaining unit shall receive such communication at the time of the second paycheck after the commencement of employment.

The University agrees to provide new members of the bargaining unit access to AAUP-AFT membership materials as part of new employee orientations, communications or mailings. The AAUP-AFT shall provide materials to the University for this purpose.

The University will have no obligation to provide materials at orientations unless the materials are provided by the AAUP-AFT reasonably in advance of the orientation.

D. 1. The annual motor vehicle registration fee for employees wishing to register their vehicles for the use of campus parking facilities shall be based on the employee's annual salary at the time of billing. Collection of the motor vehicle registration fee shall be in January of each academic year.

2. The annual motor vehicle registration fee for employees wishing to register their vehicles for the use of surface campus parking facilities shall be 1/10 of one (1) percent of the employee's annual salary for employees earning less than \$25,000. For salaries from \$25,000 to \$29,999 the rate shall be 11/100th of one (1) percent (.0011). For salaries from \$30,000 to \$34,999, the rate shall be 12/100th of one (1) percent (.0012). For salaries from \$35,000 to \$39,999 the rate shall be 14/100th of one (1) percent (.0014). For salaries from \$40,000 to \$44,999, the rate shall be 16/100th of one (1) percent (.0016). For salaries from \$45,000 to \$49,999 the rate shall be 18/100th of one (1) percent (.0018). Thereafter, the rate shall increase 2/100th of one (1) percent (.0002) for each additional \$10,000 of salary or portion thereof, the new rate to be applied to the entire salary. Thus, the rate for \$50,000 - \$59,999 is .002, \$60,000 - \$69,999 is .0022, \$70,000 - \$79,999 is .0024, etc.

3. To the extent permitted by law, effective January 1, 2000, employees who pay the motor vehicle registration fee for the use of campus parking facilities by way of payroll deduction shall be given the option of paying said fee by way of a pretax payroll deduction.

E. Effective 2004-2005, there shall be an Educational Assistance Program pursuant to Section 127 of the Internal Revenue Code that provides educational assistance to Teaching and Graduate Assistants covered by this agreement as follows. There shall be no required college fee or computer fee, except that in the case of a part-time TA/GA who is a full-time student, the educational assistance shall be limited to the amount of the applicable full-time college fee less the amount of the part-time college fee applicable to the student's school or college, plus the computer fee.

The educational assistance provided for herein shall continue in perpetuity and the University agrees that, unless the AAUP-AFT agrees to a modification, this provision will survive the expiration of the collective negotiations agreement and continue in all succeeding collective negotiations agreements.

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

F. Campus Mail

1. To the extent permitted by law, upon the effective date of this Agreement, the University will carry without charge by University campus mail up to three times per semester the AAUP-AFT newsletter to its bargaining unit members. The AAUP-AFT will not send, and the University will not carry, by campus mail any other matter except upon payment of appropriate United States Postal charges.
- 2.a. The AAUP-AFT shall indemnify and save harmless the University against any and all claims, demands, suits, judgments, settlements, or any other forms of liability, including reasonable counsel fees and other costs of defense, that shall arise out of or by reason of any action taken by the University to comply with Section F.1. above, including liability for United States Postal charges for carriage of AAUP-AFT mail at any time and also including but not limited to, any actions in connection with defending the legality of this indemnification provision. The AAUP-AFT shall remit payment for said fees and costs to the University within 30 days after receipt of a detailed statement of services rendered in connection with said defense. If full payment is not remitted within 30 days, the University's obligation pursuant to Section F.1. shall be suspended for so long as this statement of services remains unpaid.
- b. In the event this indemnification provision is found by any court or administrative agency of competent jurisdiction to be illegal or against public policy, then effective the

date on which the AAUP-AFT no longer remits payments to the University as provided in Section F.2.a. above, the University's obligation under Section F.1. above shall terminate.

- c. The University shall retain its right to determine the course of conduct, including but not limited to, the right to select counsel and determine strategy, in any action arising out of or by reason of the provisions of Section F.

## XX - HEALTH AND SAFETY

- A. The University will meet with the AAUP-AFT at regular intervals five times during the course of the year to discuss employment-related health and safety problems. The University's representatives shall be administrative officers of the University.

The AAUP-AFT may request the attendance of any administrative officer whom it believes can provide detailed information on a subject related to the health and safety of bargaining unit members. Such request shall not be unreasonably denied.

- B. Bargaining-unit members are responsible for reporting health and safety problems to their dean or director and to the Rutgers Environmental Health & Safety Department. Such reports shall be filed on the Health and Safety Report Form. The University is responsible for promptly forwarding a copy of each Health and Safety Report Form filed by members of the bargaining unit to the AAUP-AFT. The University is responsible for maintaining a supply of Health and Safety Report Forms in every University department where bargaining unit members are employed.
- C. The AAUP-AFT and the University shall jointly appoint faculty bargaining unit members to the Unit Safety Committees for academic departments.
- D. The AAUP-AFT and the University shall jointly appoint faculty bargaining unit members to the Campus Safety Committees. At least one faculty bargaining unit member shall be appointed to each Campus Safety Committee.
- E. No bargaining unit member shall be required to work under conditions where there has been a determination, on a reasonable basis in fact, that those conditions pose an immediate danger to health and safety. It shall be the responsibility of the University to make such determinations as rapidly as possible.
- F. Information
1. The AAUP-AFT may request from the University information concerning health and safety matters affecting bargaining unit members, and the University shall provide the information requested.
  2. In the event that the requested information is directly involved in pending litigation between the parties, the AAUP-AFT will not request the information under the procedure set forth in this Article but may rely only on any rights it has pursuant to the pending litigation.
  3. In the event that the requested information is directly involved in pending litigation between the University and any other party, then the AAUP-AFT and the University agree to limit access to the information to a designated official of the AAUP-AFT. Such official may not be a party to or involved in the pending litigation. The designated official of the AAUP-AFT shall not disclose such information, either directly or indirectly, except in discussions with appropriate University officials and in arbitration procedures arising under Article IX of the Agreement. In the event it becomes necessary for the AAUP-AFT to disclose such information in an arbitration proceeding, the parties agree that such arbitration shall be closed and the record thereof sealed. This provision shall not prevent the AAUP-AFT from discussing the information with its counsel.

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

When asbestos is being removed from a portion of a building and members of the AAUP-AFT bargaining unit continue to work in other portions of that building, the University shall forward to the AAUP-AFT promptly upon receipt all reports made by the independent safety monitor. Whenever an air test result exceeds the standard for PCM and TEM outside a containment barrier, the AAUP-AFT shall be simultaneously informed of the corrective steps being taken. Follow-up test results will be reported as soon as they are available. In addition, the University will make available to the AAUP-AFT promptly the results and descriptions of air sample tests,<sup>1</sup> if any, made by the Rutgers Environmental Health & Safety Department to monitor building conditions while the removal is in progress.

When a timetable has been established by the University for reopening a building in which members of the AAUP-AFT bargaining unit work, the University shall so inform the AAUP-AFT. Results and descriptions of all test procedures carried out to determine that the building is safe to reoccupy and a copy of the Certificate of Occupancy shall be provided to the AAUP-AFT. Prior to the reoccupation of the building by members of the bargaining unit, the AAUP-AFT will be informed by telephone of the receipt by the University of the Certificate of Occupancy.

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<sup>1</sup> When air sample tests are made, the descriptions of testing procedures shall include the number of tests, the location of tests, and, for each sample, the type of microscopic analysis, the type of filter, the air flow, and the duration of the test.

## XXI - UNIVERSITY PROCEDURES

Rutgers and the AAUP-AFT agree that all members of the bargaining unit shall be entitled to enjoy, and shall be subject to, all terms and conditions of employment applicable to the bargaining unit provided for in the University Regulations and Procedures Manual and not provided for herein. During the life of the Agreement or any extension thereof, any change in the University Regulations and Procedures Manual that constitutes a change in a mandatorily negotiable term and condition of employment of members of the bargaining unit shall be negotiated.

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

## XXII - CONDITIONS OF EMPLOYMENT

### A. Academic Year Appointments

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

### B. Calendar Year Appointments

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

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

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

### XXIII - OUT-OF-CYCLE SALARY ADJUSTMENTS

A. The University may, at its discretion, increase the salary of an individual member of the bargaining unit to provide immediate recognition for an unusual professional achievement or to respond to a bona fide outside offer. The University may also, at its discretion, increase the salary of a member of the bargaining unit when it believes that an outside offer is imminent because of recent distinguished professional achievements and other evidence.

When the University considers offering such an increase, notice shall be given to the available tenured members of the individual's department. They shall be afforded an opportunity to provide advice on the matter and this advice shall be included in the department's written recommendation on the matter.

When the University has determined to make such an increase, it shall inform the AAUP-AFT in writing and shall include evidence of the unusual professional achievement, or a copy of the bona fide outside offer, or evidence of the imminence of an outside offer. It shall also include the written recommendation from the department, with relevant documentation; the dean's recommendation, with relevant documentation; and the current and adjusted salary.

B. The University may, at its discretion, increase the salary of a member or members of the bargaining unit in response to market conditions in a particular discipline or subdiscipline. The University will inform the AAUP-AFT in writing of the name, rank, and current and adjusted salaries of each individual for whom an increase is to be made.

C. During the effective term of this Agreement, all out-of-cycle salary adjustments to an individual recipient, beyond the first, which is at University discretion under section A. above, shall be subject to negotiation with the AAUP-AFT.

D. The University shall not implement any salary adjustment until 15 working days after it has informed the AAUP-AFT of its determination, as specified above, or until such time as the AAUP-AFT and the University have agreed in writing that the requirements of this Article have been fulfilled, whichever is sooner.

#### XXIV - NOTICE OF CHANGE OF PROMOTIONAL CRITERIA AND STANDARDS

When the University changes the promotional criteria and standards as embodied in Appendix D ("Policy with Respect to Academic Appointments and Promotions") and Appendix E ("Weightings and their Assignment in Reappointment and Promotion Evaluation"), University Regulations, or written policies promulgated by the President or a Vice President of the University it shall notify the AAUP-AFT of the changes when they are promulgated.

## XXV - SABBATICAL PROGRAM

Tenure-track assistant professors shall be eligible for a one-semester sabbatical at 100% salary after 6 semesters. All other sabbaticals, whether one-semester or two semesters, shall be at 80% salary, except that a one-semester sabbatical at 100% salary shall be available after 12 semesters.

Individuals in the last year of the probationary period, or in a terminal year, are not eligible for a sabbatical.

Sabbaticals at 80% salary shall be by way of salary reduction.

All other rules governing Sabbatical Program - formerly known as Faculty Academic Study Program - continue in effect.

## XXVI - COMMITTEE ON PROFESSIONAL RELATIONS

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

XXVII - TERM OF AGREEMENT

This agreement shall be effective from September 24, 2007 to June 30, 2011.

The parties may by mutual agreement continue the terms of the existing agreement beyond June 30, 2011. In this event, either party may terminate such agreement by thirty (30) days written notice to the other.

FOR RUTGERS AAUP-AFT

FOR RUTGERS UNIVERSITY

\_\_\_\_\_  
Lisa C. Klein, President

\_\_\_\_\_  
Stuart Deutsch

\_\_\_\_\_  
Rudolph M. Bell

\_\_\_\_\_  
Kenneth Breslauer

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Adrienne E. Eaton

\_\_\_\_\_  
Richard Edwards

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Scott Bruton

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Margaret Marsh

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Ian Creese

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Sandra Russell

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Stephen Finn

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Sean Spinello

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Kristen Gilmore

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Karen R. Stubaus

\_\_\_\_\_  
Donald Siegel

\_\_\_\_\_  
John B. Wolf, Esq.

\_\_\_\_\_  
William H. Tucker

\_\_\_\_\_  
Charlotte Whalen

APPENDIX A

ACADEMIC TITLES COVERED BY AAUP-AFT AGREEMENT

	<u>JOB CLASS CODE</u>	
	<u>A.Y.</u>	<u>C.Y.</u>
Professor II (range/step)	89000	89010
Professor II (T-code)	99704	99700
Professor II Dept. Chair (range/step)	89001	89011
Professor II Dept. Chair (T-code)	99701	99698
Special Professorial Title (range/step)	99056	99057
Special Professor Title (T-code)	99836	99834
Special Professor Title Chair (range/step)	99059	99058
University Professor (range/step)		98207
University Professor (T-code)	99825	99826
Research Professor II	99000	99010
Professor Law II	99040	99050
Law Librarian I	99140	99150
Lecturer (Professor II)	99060	99070
Extension Specialist (Professor II)	99100	99110
Professor I (range/step)	88000	88010
Professor I (T-code)	99705	99699
Professor I Dept. Chair (range/step)	88001	88011
Professor I Dept. Chair (T-code)	99857	99697
Clinical Professor	88002	88009
Research Professor I	98000	98010
Research Professor I (T-code)	99707	99760
Research Professor I Dept. Chair		98011
Professor Law I	98160	98170
Clinical Professor Law I	98161	98171
Librarian I	98120	98130
Law Librarian II	98140	98150
Lecturer (Professor I)	98040	98050
Extension Specialist (Professor I)	98060	98070
Extension Specialist (Professor I) Dept. Chair	98061	98071
County Agent I (Professor I)	98180	98190
Physical Education Specialist (Professor I)	98200	98210
Associate Professor (range/step)	87000	87010
Associate Professor (T-code)	99840	99838
Associate Professor Dept. Chair (range/step)	87001	87011
Associate Professor Dept. Chair (T-code)	99839	99864
Clinical Associate Professor	87002	87009
Associate Research Professor	97020	97030
Associate Research Professor Dept. Chair		97031
Associate Professor Law	97140	97150
Clinical Associate Professor Law	97141	97151
Librarian II	97100	97110
Law Librarian III	97120	97130
Lecturer (Associate Professor)	97160	97170
Associate Extension Specialist	97040	97050
Associate Extension Specialist Dept. Chair		97051
Adjunct Associate Professor	97080	

<u>CODE</u> <u>TITLE</u>	<u>A.Y.</u>	<u>C.Y.</u>
County Agent II	97180	97190
County Agent II Dept. Chair	97167	97166
Physical Education Specialist II	97200	97210
Assistant Professor (range/step)	86000	86010
Assistant Professor (T-code)	99843	99842
Assistant Professor Dept. Chair (range/step)	86001	86011
Assistant Professor Non Tenure Track	86002	86012
Clinical Assistant Professor	86003	86004
Assistant Research Professor	96000	96010
Assistant Professor Law	96140	96150
Clinical Assistant Professor Law	96141	96151
Librarian III	96100	96110
Law Librarian IV	96120	96130
Lecturer (Assistant Professor)	96160	96170
Assistant Extension Specialist	96040	96050
Adjunct Assistant Professor	96080	96090
County Agent III	96180	96190
Adjunct County Agent III	96240	96250
Adjunct Lecturer (Assistant Professor)	96280	96290
Physical Education Specialist III	96200	96210
Instructor	85000	85010
Instructor Law	96112	96113
Extension Associate	95000	95010
Research Associate	95040	95050
Lecturer (Instructor)	95060	95070
Librarian IV	95080	95090
Physical Education Instructor	95120	95130
County Agent IV	95140	95150
Clinical Instructor	85001	85011
Clinical Instructor Law	96116	96117
Adjunct Instructor	95220	95230
Adjunct Lecturer (Instructor)	95240	95250
Adjunct County Agent IV	95260	95270
Assistant Instructor (range/step)	84000	84010
Assistant Instructor (T-code)	99845	
County Agent V	94000	94010
Librarian V	94020	94030
Extension Assistant	94120	94130
Research Assistant	94160	94170
Lecturer (Assistant Instructor)	94180	94190
<b>OTHER TITLES COVERED BY AAUP-AFT AGREEMENT</b>		
Teaching Assistant	99722	99723
Teaching Assistant CP <sup>1</sup>	99724	99725
Graduate Assistant	99752	99753
Graduate Assistant CP <sup>1</sup>	99754	99755

<sup>1</sup> CP designation indicates TA/GA receives a supplement from the competitiveness pool referenced in Article VIII.

## APPENDIX B

### FACULTY DEVELOPMENT FUND

I. Purpose: Rutgers, the State University of New Jersey (“Rutgers” or “the University”) and the Rutgers Council of AAUP Chapters, AAUP-AFT (“the union” or “the AAUP-AFT”), acknowledge that the educational, research and service missions of Rutgers are generally best served by the appointment of full-time tenured and tenure-track faculty. The University and the union have a mutual interest in faculty development and seek to work cooperatively to increase the overall percentage of tenured and tenure-track faculty at the University. Accordingly, the parties have agreed to this Faculty Development Fund (herein “FDF” or “Fund”) as a means of pursuing this area of shared interest.

II. Establishment of Faculty Development Fund: The parties agree that over the life of the 2007-2011 collective negotiations agreement a Faculty Development Fund will be established at the level of \$12,000,000, a portion of which represents funds that might have been negotiated by the AAUP-AFT to be used for faculty salary increases and a portion of which represents the University’s contribution to the Fund.

III. Agreement to Spend Faculty Development Fund: The University agrees over the four years of the 2007-2011 collective negotiations agreement to hire tenured and tenure-track faculty such that \$12,000,000 will be added to the faculty salary base. This shall be satisfied by the University having actually hired faculty members (“hires”) or by having offered faculty positions to prospective faculty members who have accepted said offers (“commitments”) such that by June 30, 2011 the salary base for these faculty hires and faculty commitments totals at least \$12,000,000. Start-up costs, summer salaries or other expenditures that are not reflected in the faculty salary base shall not be counted as expenditures from the Faculty Development Fund. Since the parties cannot control faculty attrition by way of resignation, retirement or death and since the timing of this attrition is also beyond their control, it may be impossible to fill all positions that have become vacant by June 30, 2011. Accordingly, it is understood that this agreement does not absolutely require that the faculty salary base will increase by \$12,000,000 over the four years of the collective negotiations agreement. However, subject to the foregoing caveat, it is the parties’ intention that the faculty salary base, which is projected to increase over the four years of the 2007-2011 collective negotiations agreement (without the FDF) to \$271,938,819 will increase to \$283,938,819.

IV. Furnishing List of Faculty Lines to the AAUP-AFT: The University shall furnish to the AAUP-AFT in October of the 2007-2008 academic year a complete list of all currently vacant, fractional, non tenure-track state-funded faculty lines (that if occupied would be bargaining unit positions). For each line, the list shall indicate the line number and the current unit location of the line. It is understood and agreed, however, that 1) the University shall have sole discretion to allocate and reallocate these resources to its campuses, units, programs and departments and also to select which individuals to hire and 2) that the University may within its discretion make these decisions with faculty input pursuant to existing faculty governance structures or those that apply at the time. This list shall be updated by the University in October at the beginning of each academic year. The purpose of the University furnishing this information to the AAUP-AFT is to permit the union to monitor the expenditure or commitment, as the case may be, of funds from the Faculty Development Fund and to assess the success of the Faculty Development Program in building the faculty with full-time tenured and tenure-track faculty appointments at Rutgers.

V. Hiring of Tenured and Tenure-Track Faculty: The University agrees that over the four years of the 2007-2011 collective negotiations agreement it will hire 100 or more tenured and tenure-track faculty on lines currently vacant or to be converted from non-tenure track positions. Since the parties cannot control faculty attrition by way of resignation, retirement or death, it is understood that this agreement does not require there to be a net increase of 100 tenured and tenure-track faculty at the University.

VI. Enforcement: The University shall submit a final report to the AAUP-AFT of all faculty hires or commitments, including salaries, provided by the FDF by June 30, 2011 or as soon thereafter as practicable. The parties agree that if by June 30, 2011 the University has not spent the Faculty Development Fund by a combination of "hires" and "commitments" as required in Section III, then the difference between \$12,000,000 and what was spent from the Faculty Development Fund ("unspent amount") shall be distributed to the faculty members then employed at Rutgers as soon thereafter as practicable by way of salary increases. The unspent amount shall be distributed to faculty as a uniform fraction of the total salary increase awarded to each faculty member pursuant to the 2010-2011 Faculty Compensation Program, where the fraction is the percentage that the unspent amount represents of the total cost of the 2010-2011 Faculty Compensation Program.

## APPENDIX C

### AGREEMENT CONCERNING PAYROLL DEDUCTIONS FOR CONTRIBUTIONS TO COMMITTEE ON POLITICAL EDUCATION (“COPE”) FOR EMPLOYEES REPRESENTED BY THE RUTGERS COUNCIL OF AAUP-AFT CHAPTERS, AMERICAN FEDERATION OF TEACHERS (“AAUP-AFT” OR “UNION”)

WHEREAS, AAUP-AFT (“Union”) has requested that RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY (“Rutgers”) deduct from employees’ wages contributions to the COPE; and

WHEREAS, during contract negotiations the Union asked Rutgers to make such payroll deduction and Rutgers agreed, as described in Article V.B of the parties’ collective negotiations agreement, and as described in this Appendix C and in Appendix D,

WHEREAS, the Union and Rutgers acknowledge that Rutgers’ agreement to implement payroll deductions for employees who choose to make contributions to COPE is not in any way an endorsement of COPE by Rutgers; and

WHEREAS, the Union and Rutgers have entered into an Indemnification Agreement executed simultaneously with this Agreement (Appendix D to the parties’ collective negotiations agreement) for the purpose of indemnifying Rutgers against any liability arising from Rutgers’ implementation of this payroll deduction program;

NOW, THEREFORE, the parties enter into this Agreement in order to set forth the parameters for administration of the payroll deduction for employee contributions to COPE (“payroll deduction”) for employees represented by the Union and for the purpose of prescribing the obligations which Rutgers will undertake in regard to this payroll deduction and the obligations which the Union will undertake:

1. **General:** Responsibility for communicating to employees information about the payroll deduction resides with the Union and not with Rutgers. However, Union representatives may not conduct any business whatsoever concerning this payroll deduction on work time. Furthermore, no resources of Rutgers may be used with respect to the payroll deduction except as explicitly set forth in this Agreement.
2. **Marketing and Enrollment:**
  - a. Responsibility for communicating to employees information about the payroll deduction resides with the Union.
  - b. The Union acknowledges that the payroll deduction is not selected, sponsored, or endorsed by Rutgers or by the State of New Jersey and agrees not to make any representations to the contrary. The Union agrees that no materials which are distributed concerning the payroll deduction will identify Rutgers or the State of New Jersey in any way as a sponsor or endorser and further agrees that such materials will include the following statement approved by Rutgers disclaiming any responsibility on the part of Rutgers for the information contained therein:

The payroll deduction suggested by the Union is not sponsored or endorsed in any way by Rutgers, the State University or by anyone on its behalf, or by the State of New Jersey. Rutgers makes no promises or representations of any kind whatsoever concerning this payroll deduction.

Such materials will clearly identify the representatives of the Union who are responsible for administrative details of the payroll deduction such as inquiries and problem resolution.

The Union will (within seven (7) days of the effective date of this Agreement) submit to Rutgers draft materials (letters) for the University's review and approval, which conform to the requirements as set forth herein. If additional materials for or about the payroll deduction are used to promote the payroll deduction or solicit applications that refer to Rutgers or the State of New Jersey they will be submitted to Rutgers' Office of Labor Relations for review before distribution in order to ensure that such materials comply with the provisions of this Agreement.

c. In the event that the University receives a COPE authorization form directly from an employee, rather than the AAUP-AFT, the University shall provide the AAUP-AFT with a copy of the form at the time the next COPE deductions are sent to the AAUP-AFT, and the AAUP-AFT thereafter shall incorporate any changes on the next roster it provides pursuant to 4c. below.

3. **Cancellations:** An existing payroll deduction may be canceled with thirty (30) days notice to Rutgers from the employee. The Union will prepare a cancellation notice within seven (7) days of the effective date of this Agreement for Rutgers' review and approval.

4. **The Union Agrees:**

a. To provide to Rutgers evidence that COPE is properly registered as required by applicable law, complies with reporting requirements imposed by law and makes contributions only in compliance with applicable legal standards.

b. To accept on a monthly basis whatever payroll deductions have been authorized by this Agreement and to make the contributions to COPE.

c. To provide Rutgers by the first of each month a roster in a format to be specified by Rutgers with the name, social security number and biweekly deduction amount for employees in the collective negotiations unit who have authorized payroll deductions for COPE.

d. To provide for the University's review all authorizations signed by employees, all cancellations signed by employees and all documents related to adjustments or changes to the payroll deduction and to thereafter retain the documents.

e. To provide refunds to participants as necessary.

f. To be responsible for all administrative details such as inquiries, adjustments and problem resolution.

g. To make routine adjustments to recover previously remitted contributions to the Union when Rutgers subsequently determines that such contributions should not have been credited to COPE due to the participant's having received unearned salary.

h. To implement new enrollments, adjustments, or cancellations prospectively only, with no retroactive adjustments, except as may be required by Paragraph 4g above and by Paragraph 5b below.

i. To notify Rutgers of the cancellation of payroll deductions by any participant by the first of the month prior to the month in which deductions are to be discontinued. To ensure that the amount that the employee deducts from each paycheck shall in no event exceed \$5,000 per year, or such other amount as the law permits.

5. **Payroll Deductions:**

- a. Rutgers will begin to take employee payroll deductions of fixed dollar amounts specified on the initial rosters to be supplied by the Union, in a format specified by Rutgers, on or about thirty (30) days after receipt in Payroll Services of the rosters. Such payroll deductions will begin on the first "benefits" payroll of each month and will be in the biweekly amount specified by the Union provided the participant has sufficient net pay to cover this deduction after all other mandatory and voluntary deductions are taken. There will be no retroactive deductions.
- b. Any amounts over deducted will be refunded to the employee by the Union.
- c. Payroll deduction will continue until such time as the participant moves out of a position represented by AAUP-AFT, terminates, requests to have the deductions cease, a new authorization is received from the Union specifying a different deduction amount or a term and condition of this Agreement fails.
- d. Rutgers will submit deductions to the Union within fifteen (15) days after the end of the month in which such deductions are taken, along with a roster reflecting the detail of the deductions.
- e. Rutgers will provide programming for these deductions at no cost to the Union. The Union will be liable for administrative, processing and other costs incurred by Rutgers in administering payroll deductions. Invoices will be submitted periodically to the Union by Rutgers. Payment is due within thirty (30) days after the date of invoice. Rutgers may suspend payroll deductions if payment is not made in timely fashion.

6. **Grievances:** The Union agrees not to file Article IX grievances on their own behalf or on behalf of any collective negotiations unit member over the validity of this Agreement, or implementation of the specific provisions of this Agreement, or procedural matters related to the Agreement, or over any other matter arising from this Agreement. The Union may raise such matters only before the Committee on Professional Relations (Article XXVI of the parties' collective negotiations agreement).

7. **Sole and Entire Agreement:** Article V.B of the parties' collective negotiations agreement, this Agreement and the Indemnification Agreement executed simultaneously with this Agreement constitute the sole and entire agreements between Rutgers and the Union concerning payroll deductions for contributions to COPE for employees represented by AAUP-AFT. No other promises or agreements shall be binding on the parties unless they are in writing and signed by the parties to these agreements.

8. **Effective Date:** This Agreement is effective as soon as practical after the effective date of the parties' July 1, 2007- June 30, 2011 collective negotiations agreement to which this shall be an Appendix.

## APPENDIX D

### INDEMNIFICATION AGREEMENT

WHEREAS, the Rutgers Council of AAUP Chapters, American Federation of Teachers (AAUP-AFT) ("Union") has requested that RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY ("Rutgers") allow employees to choose to deduct from their paychecks amounts to be contributed to the AFT Committee on Political Education (COPE), a political action committee registered with the Federal Election Commission;

WHEREAS, the Union acknowledges that Rutgers has agreed to make such deductions as set forth in Article V.B of the parties' collective negotiations agreement and in Appendix C executed simultaneously herewith; and

WHEREAS, the Union acknowledges that, to the extent that Rutgers makes payroll deductions for employees who choose to make contributions to COPE, Rutgers is not in any way endorsing COPE; and

WHEREAS, Rutgers will honor valid written requests for payroll deductions to make contributions to COPE that are signed by employees represented by the Union and forward the amounts so deducted to the Union, as set forth more particularly in Appendix C, only on the condition that the Union indemnify Rutgers against any liability arising from Rutgers' participation in making these payroll deductions available;

NOW, THEREFORE, in consideration of Rutgers' and the Union's agreement that Rutgers honor valid written signed requests for payroll deductions to be made for contributions to COPE and to forward the amounts so deducted to the Union, the parties agree as follows:

1. The Union agrees to indemnify and hold Rutgers, its governors, trustees, officers, agents, employees, representatives, successors and assigns, harmless against any and all liabilities, costs, claims, expenses, losses, judgments, attorneys' fees and interest, of any nature and without limitation, arising in whole or in part from payroll deductions for COPE by Rutgers' employees or the implementation or application of the payroll deduction program. Rutgers shall retain its right to determine its course of conduct, including but not limited to the right to select counsel and determine strategy, in any claim or action arising out of or by reason of the offering the payroll deduction to Rutgers' employees, or the implementation or application of the payroll deduction program.

2. This Indemnification Agreement also shall cover any claims or actions in connection with defending the legality of this Indemnification Agreement. Furthermore, the Union will not challenge the legality of this Indemnification Agreement or any portion thereof, nor assist any other person or entity in doing so. In the event that this Indemnification Agreement is deemed to be illegal or against public policy or otherwise unenforceable by any court or administrative agency of competent jurisdiction, the parties agree that any obligations which Rutgers otherwise may have regarding payroll deductions for COPE under Article V. B and under Appendix C shall cease, effective immediately.

3. The Union represents and warrants that the execution and performance of this Indemnification Agreement has been duly authorized and that the officer(s) executing the Indemnification Agreement on the Union's behalf is duly authorized to do so.

4. This Indemnification Agreement shall be governed by the laws of the State of New Jersey.

## 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 F

### NON-TENURE-TRACK (NTT) FACULTY

1. The University shall create a Task Force charged by the President and the Executive Vice President for Academic Affairs with examining the full panoply of academic and employment issues related to non-tenure-track (NTT) faculty at Rutgers. Task Force membership will include representatives of the AAUP-AFT. The Task Force will be constituted and charged no later than November 15, 2007, and will make its recommendations to the Executive Vice President for Academic Affairs and the President no later than December 31, 2008. The AAUP-AFT will receive a copy of those recommendations.
2. Recommendations of the Task Force that constitute mandatory subjects of negotiation shall be submitted to the University and AAUP-AFT for negotiation.

**TEXT OF FEBRUARY 12, 2007 RESPONSE FROM PRESIDENT McCORMICK ON SENATE'S DECEMBER 1, 2006 REPORT AND RECOMMENDATIONS ON CHARGE S-0502, STATUS OF FULL-TIME, NON-TENURE-TRACK, NON-CLINICAL FACULTY:**

I am writing in response to the Report and Recommendations on Charge S-0502, on the Status of Full-time, Non-tenure-track, Non-clinical Faculty, as adopted by the University Senate on December 1, 2006. My thanks to the Faculty Affairs and Personnel Committee for its diligent and thoughtful work on this issue.

The administration is in full agreement with the Senate's recommendation that the Board of Governors abolish the restriction to three successive reappointments for non-tenure-track faculty, and it is my understanding that this matter will be taken up at the next meeting of the Board's Educational Planning and Policy Committee.

The administration accepts the Senate's recommendation for initial appointments of non-tenure-track, non-clinical faculty of one to three years with reappointments up to three years thereafter. As you recommend, a dean's-level review will be required prior to multi-year appointments, and we will caution deans to use prudence in making appointments so as to maintain budgetary flexibility from year to year.

In regard to the Senate's third recommendation, I am pleased to report that the Executive Vice President for Academic Affairs already has reminded all academic units that annuals, as well as tenure-track faculty, are eligible for FASIP, and will do so in every year that there is a FASIP. We also accept the recommendation that faculty be strongly advised to include monies for such awards in grants that support research annuals.

We accept the Senate recommendation that instructional and research annuals be made eligible to apply for both internal and external grants but note that such eligibility must be in accord with applicable regulation and as appropriate to the goals of the funding agency and university.

Finally, we will reexamine our current systems notification in light of the Senate recommendations for reminding chairs to submit timely notices of reappointments and for informing employees about benefits eligibility, availability, and terms of coverage.

Again, my thanks to the Senate for its thoughtful recommendations in regard to a vital and valuable part of our university community.

Sincerely yours,

Richard L. McCormick

## APPENDIX G

### Sidebar Agreement Regarding Faculty Dismissal Procedures

1. A pool of 8-12 professional arbitrators jointly agreed to by the University and the AAUP-AFT shall be established on an annual basis. A selection method jointly developed by the parties that insures both rotation in the use of arbitrators and random assignment shall be utilized by the University to designate an arbitrator as presiding officer for hearings conducted pursuant to University regulations. The arbitrator shall not participate in deliberations of the panel or in preparation of its report, but shall be responsible for conducting the hearings consistent with University regulations and ruling on all procedural issues that arise. The cost of arbitrators shall be borne by the University.
2. The University's obligation prescribed by University Regulation 3.98 to pay the reasonable expense of the faculty member shall not exceed \$90,000.

## APPENDIX H

### SIDEBAR AGREEMENT FACULTY SUSPENSIONS AT LESS THAN FULL PAY

1. A faculty member of the bargaining unit may be suspended at less than full pay for a period of up to one semester. By no later than the termination of the semester, the faculty member shall be reinstated unless a proceeding is instituted in conformity with University Regulations 3.93 through 3.99a.
2. When the University believes that suspension of a faculty member at less than full pay may be warranted, the following shall apply.
  - a. The faculty member shall be given a written notice setting forth the reasons why a suspension at less than full pay is being considered, and the time and place of a meeting with the dean to give the faculty member, who may be accompanied by an advisor, an opportunity to state why the suspension at less than full pay is not warranted. The meeting shall be held within 14 days of receipt of the written notice.
  - b. If the faculty member avails him/herself of the opportunity to be heard, the faculty member will be permitted to respond to the reasons set forth in 2.a. and to make any other statement regarding the appropriateness of the suspension.
  - c. After the dean meets with the faculty member, and before a final determination of wrongdoing or penalty is made, the dean shall consult with a committee of not less than three department chairs and/or members of an Appointments and Promotions Committee (if there are no chairs or an insufficient number of chairs available) concerning the alleged wrongdoing and any proposed penalty of suspension at less than full pay. The members of the committee shall be selected at random from among the eligible faculty members from the decanal unit and/or from other units on the dean's campus if there are an insufficient number within the decanal unit. The faculty member and the dean each shall have one preemptory challenge, which shall be exercised simultaneously within 48 hours of committee selection and prior to notification of committee members. The dean shall make available to the committee the notice to the faculty member setting forth why a suspension at less than full pay is being considered, any written responses from the faculty member, and any documents provided by the faculty member to the dean. Upon request of the faculty member, the committee shall hear a short oral presentation by the faculty member or his/her advisor. The committee shall provide the dean with non-binding advice regarding the alleged wrongdoing and the proposed penalties.
  - d. After the meeting, within 14 days, the faculty member shall be informed in writing by the dean whether the suspension at less than full pay, or some lesser penalty, is being imposed and whether the committee agreed with the action taken by the dean. The imposition of discipline may be grieved as provided for in Article IX.
  - e. Within five working days of receipt of the dean's decision, the faculty member may appeal this decision to the EVPAA (New Brunswick) or the chancellor (Camden and Newark). The EVPAA or chancellor shall render a decision on the appeal within seven working days. No penalties may be implemented until either the deadline for appeal has passed with no appeal filed or the EVPAA/chancellor has rendered a decision on the appeal.

3. In a case where the University reasonably believes that the faculty member poses an immediate and serious threat such that the imposition of a suspension should not be delayed, a suspension with pay may be imposed immediately. Thereafter, the University shall provide notice to the faculty member, in accordance with Section 2.a. above, setting forth the reasons why a suspension at less than full pay is being considered; and the University shall provide the faculty member, who may be accompanied by an advisor, an opportunity to be heard within 14 days in accordance with the provisions in Sections 2.b. through 2.e. above. The imposition of discipline in these circumstances also may be grieved as provided for in Article IX.

Appendix I

MEMORANDUM OF AGREEMENT

It is hereby agreed between Rutgers, The State University of New Jersey (the "University") and the Rutgers Council of AAUP Chapters (the "AAUP") that, as long as the Article X definitions of a cognizable grievance exclude the allegation of "arbitrary and capricious," the Academic Reappointment/Promotion Instructions, Sections on the Responsibilities of the Department Chair and Responsibilities of the Dean shall continue to begin with the language set forth below:

Academic Reappointment/Promotion Instructions:

Section J. Responsibilities of the Department Chair

*"The department chair is responsible for ensuring that a thorough, rigorous and appropriately informed process of evaluation take place for each candidate."*

Section L. Responsibilities of the Dean

*"It is the responsibility of the dean to ensure that a thorough, rigorous and appropriately informed process of evaluation take place for each candidate."*

  
For the University                      6/4/99  
Date

  
For the AAUP                              6/14/99  
Date

## 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.