

**COLLECTIVE NEGOTIATIONS
AGREEMENT**

between

**RUTGERS, THE STATE UNIVERSITY
OF NEW JERSEY**

And the

***School of Health Professions -
Academic Supervisors
Association/NJEA***

(July 1, 2014 - June 30, 2018)

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PREAMBLE

The New Jersey Medical and Health Sciences Education Restructuring Act incorporated certain schools, centers and institutes of the former University of Medicine and Dentistry of New Jersey (UMDNJ) into Rutgers, the State University of New Jersey (hereinafter called the "University"). This is the successor Agreement to the collective negotiations agreement expiring on June 30, 2014 by and between the University and the School of Health Professions Academic Supervisors Association/NJEA (hereinafter called the "Association"). The parties recognize that it is their responsibility to provide a high quality educational program, to encourage the development of new knowledge through research, and to provide service to the larger community and that this Agreement is intended to contribute to the fulfillment of those responsibilities. The parties recognize and declare that it is their mutual goal to maintain a harmonious relationship in determining mandatorily negotiable terms and conditions of employment. To this end they mutually enter into this Agreement intended to state the relationship between the University and the Association under applicable State and Federal law.

ARTICLE I

RECOGNITION

The University recognizes the Association as the exclusive negotiating agent for all full-time teaching and/or research Program Directors and all part-time teaching and/or research Program Directors who are employed at 50% or more of full-time by the University in the School of Health Professions, but specifically excluding all Program Directors who are employed by the University at less than 50% of full-time, all Program Directors who in addition to their professorial titles hold the title of President, Vice President, Dean, Associate Dean, Assistant Dean, Assistant to the Dean, Director, Department Chairperson, persons otherwise employed by the University who are presently represented for purposes of collective negotiations by another employee organization, and all other employees not holding a Program Director title, for the purpose of negotiations regarding the terms and conditions of employment and in the settlement of grievances.

ARTICLE II

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 Association 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, autism spectrum disorder, 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 Union, or any legally protected status under New Jersey Law. These terms shall have the meaning as defined by the New Jersey Law Against Discrimination (NJLAD) as of the date of the alleged act of discrimination.

ARTICLE III

NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations in accordance with State law in a good faith effort to reach agreement on future contracts as to terms and conditions of employment for Program Directors of the University represented by the Association.

B. Any agreements so negotiated shall be reduced to writing.

C. If agreement cannot be reached on a successor collective negotiations agreement between the Association and the University, either party has the right to declare an impasse. Should impasse develop, the procedures and rights under the New Jersey Employee Relations Act shall be utilized in an effort to resolve such impasse.

ARTICLE IV

PERSONNEL FILES

A. The official personnel file for each Program Director shall be maintained in the office of the dean. 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 Program Director 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 Program Director, with the exception of outside confidential letters of recommendation.

B. 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.

C. 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. A unit member may have his/her union representative present during such review/examination.

D. When a reappointment and/or promotion action has been initiated by a department or other appropriate body, access to the reappointment and/or promotion forms related to that action will not be available to the Program Director until that reappointment and/or promotion action has been completed.

E. 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 Program Director 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 Program Director may appeal the decision of the dean to the chancellor.

F. 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, requesting access to the material. This request must specify, to the best of the Program Director's knowledge, the nature of the material and its location within the University.

Within 15 working days of such request, the Chancellor 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 Program Director'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.

G. 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.

ARTICLE V

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 V 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 discipline¹, and which has not been provided for under Category One.

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 Association;

¹ Discipline is the formal imposition of a penalty in response to alleged wrongdoing by a member of the bargaining unit.

A.2.b. An allegation regarding the evaluation of a grievant for reappointment, promotion and/or tenure, as provided in Appendix B 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 Association. A grievance filed by a member or members of the bargaining unit may only be filed with the Association and will be promptly transmitted to the Office of Academic Labor Relations by the Association.

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 shall be determined by the date on which the Association delivers it to the Office of Academic Labor Relations. Grievances may be submitted electronically.

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 Association, 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 Association 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 Association.

C.6. Unless the parties agree otherwise, participants in mediation shall be limited to the mediator, the grievant, no more than two Association 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/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 Association, notifies the University that he/she believes mediation with that individual as University representative would be pointless. In such cases, the Executive Vice Chancellor for Administration 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 Association but shall not be individuals who bear the title of Counsel, Associate Counsel, or Assistant Counsel. Unless the mediator objects, the Association 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 Association.

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 Chancellor for Administration or his/her designee(s) may conduct such investigation as he/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 Chancellor for Administration or his/her designee or the Association to be concerned in or to have knowledge of the matter. If the grievant believes it necessary to meet with the Executive Vice Chancellor for Administration 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 Chancellor for Administration 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 Chancellor for Administration 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 5 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 Chancellor for Administration or his/her designee when such a meeting has been requested either by the grievant or by the Executive Vice Chancellor for Administration or his/her designee, the Association shall not be permitted to invoke Step Two of the grievance procedure and the decision of the Executive Vice Chancellor for Administration 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 Association. The University shall have the right to assume that any representative who appears with the grievant is approved by the Association. The grievant's representatives shall be members of the bargaining unit and/or Association 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 Chancellor for Administration 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 Association, or within 15 working days if the parties agree that the problem requires an accelerated schedule, the Executive Vice Chancellor for Administration or his/her designee shall render a written response, except that, in all events, the Executive Vice Chancellor for Administration 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 Chancellor for Administration or his/her designee shall simultaneously submit his/her written response to the grievant and to the Association.

E. STEP TWO – ARBITRATION

E.1. If the Association is not satisfied with the disposition of the grievance at Step One, the Association - upon written notification to the Executive Vice Chancellor for Administration 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 Association 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 Association 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 Association 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 Chancellor for Administration 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 Association 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 Association 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 Association, 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 Association.

F. Miscellaneous

F.1. No reprisals shall be taken against any grievant, Association representative, witnesses, or other participant, or nonparticipant observer for participation in or observation of this Article V grievance process. Claims of such reprisals shall be grievable under 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 Association 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 Association 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 Association 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 Association 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 Association in its determination as to whether or not the grievance should be pursued beyond Step One, the Executive Vice Chancellor for

Administration or his/her designee, upon request of the Association, shall make available to the Association 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 Association 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 Chancellor for Administration 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 Association 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 Association does not timely invoke Step Two in accordance with Section E.1. above, and the Association and/or the grievant(s) commence a court proceeding pertaining to the grievance within 45 working days of the last date upon which the Association 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 Association 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.

ARTICLE VI

MANAGEMENT RIGHTS

- A. Except as limited by the specific and express terms of this Agreement, the University hereby retains and reserves unto itself the prerogatives of management and in conjunction with the State reserves all rights, powers, authority, duties and responsibilities conferred upon or vested in it by law and the Constitution of the State of New Jersey with due recognition to applicable State and Federal laws.

- B. All such rights, powers, authority and prerogatives of management are retained subject to limitations as may be imposed by the New Jersey Public Employer-Employee Relations Act, as amended, governing the conduct and activities of Program Directors and which are not inconsistent with the express provisions of this Agreement.

ARTICLE VII

ASSOCIATION RIGHTS

The Association recognizes its responsibilities as negotiating agent and agrees to represent all Program Directors in the negotiating unit.

A. Association Rights

1. In accordance with University policy and procedure, the University agrees to provide to the Association space to conduct official meetings providing said space request does not interfere with normal University operations. The University may charge the Association for such use at a rate in accordance with applicable University policy and procedure.
2. No Program Directors may engage in Association activities during the course of his/her officially assigned academic obligations.
3. Association representatives shall be permitted to transact official business on University property at reasonable times provided that this shall not interfere with or interrupt normal University operations and shall not impede the academic duties and responsibilities of the Program Director as determined by the University.
4. The Association shall be notified in writing of all new Program Director appointments within thirty (30) days of the effective date of appointment.

B. Dues Deduction

1. The University agrees to deduct from each Program Director's paycheck the professional dues of the Association, provided said Program Director furnishes a voluntary written authorization for such deduction on a form acceptable to the University. Any change in the amount of the Association's professional dues shall be certified to the University by the Association at least thirty (30) days prior to the pay cycle in which the new amount is to apply. There shall be no requirement for an additional authorization for the deduction of the new amount. Deduction of Association professional dues made pursuant hereto shall be remitted to the Association at the end of the calendar month in which such deductions are made, together with a list of Program Directors from whose pay deductions have been made. Dues deduction for any Program Director in the negotiating unit shall be limited to the Association.
2. Program Directors shall be eligible to withdraw dues deduction authorization for the Association only as of July 1 of each year provided the notice of withdrawal is filed timely.

C. Representation Fee

1. During the term of this agreement and continuing through the last pay period prior to the expiration of this Agreement, all Program Directors who are not members of the Association will be required to pay a representation fee in lieu of dues for services rendered by the majority representative. Nothing herein shall be deemed to require any Program Director to become a member of the Association.

2. It is understood that the implementation of the agency fee program is predicated on the demonstration by the Association that more than 50% of the eligible employees in the negotiating unit are dues paying members of the Association. If at the signing of this Agreement the above percentage has not been achieved, the agency fee plan will be continued through June 30, 2018, after which it shall be discontinued unless the minimum has been achieved prior to that date. Thereafter, if the minimum percentage is exceeded on any quarterly date, i.e., January 1, April 1, July 1 or October 1, the agency fee plan shall be reinstated, with proper notice to affected employees.

In each year on January 1, an assessment shall be made to determine if the minimum percentage has been exceeded. If it has, the agency fee shall continue until the following annual assessment. If it has not, the agency fee will be discontinued and eligibility for reinstatement shall be on a quarterly basis as provided above.

3. The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the Association to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such fee exceed 85% of the regular membership dues, fees and assessments.

4. New Program Directors who are not Association members shall be required to pay the established representation fee in accordance with the current PERC regulations.

5. The representation fee shall be withheld from the regular biweekly paycheck and remitted to the Association at the same time and in the same manner as monies collected for dues. The Association shall notify the University in writing thirty (30) days in advance of the requested date of change of the amount of regular membership dues, fees, assessments and representation fees.

6. The Association agrees that it will indemnify and hold the State and/or the University harmless utilizing its own legal services from any claims, actions or proceedings brought by any Program Director in the negotiations unit which arises from deductions made by the University in accordance with this provision. The State and the University shall not be liable to the Association for any retroactive or past due representation fee for a Program Director who

was identified by the University as excluded or in good faith was inadvertently omitted from deduction of the representation fee.

7. Demand and Return

The representation fee shall be available only if the procedures listed hereafter are maintained by the Association.

a. The Association shall return any part of the representation fee paid by the Program Director which represents the Program Director's additional pro rata share of expenditures by the Association that is in aid of activities or causes of a partisan political or ideological nature, only incidentally related to the terms and conditions of employment, or applied towards the cost of any other benefit available only to members of the Association.

b. The Program Director shall be entitled to a review of the amount of the representation fee by requesting the Association to substantiate the amount charged. This review shall be accorded in conformance with the internal steps and procedures established by the Association.

c. The burden of proof under the Demand and Return system rests upon the Association.

d. A Program Director dissatisfied with the Association's decision may appeal to the three (3) member board established by the Governor of the State of New Jersey under N.J.S.A. 34:13A, as amended.

e. The Association shall submit a copy of its demand and return system to the University. The deduction of the representation fee shall be available only if the Association establishes and maintains a demand and return system which complies with the provisions set forth in the applicable Federal and State court decisions.

D. Rights

Except as limited by the specific and express terms of this Agreement, the Association retains and reserves unto itself all rights, powers, authority, duties and responsibilities conferred upon or vested in it by law and the Constitution of the State of New Jersey and applicable State and Federal laws.

E. Notice of Employment

The University will provide notice of new hires to the Association, including employment date and proposed date of the Program Director's appointment.

ARTICLE VIII

LABOR MANAGEMENT MEETINGS

The parties recognize the valuable assistance to be gained from effective communication between the Association and the University. Accordingly, it is agreed that the University and the Association will meet regularly to resolve problems of mutual concern to the parties. Such meetings and the agenda, therefore, may be set by either party to this Agreement and shall be scheduled at a mutually convenient time and place. It is understood that such meetings are not intended to bypass the grievance procedure or to be considered negotiating meetings but are intended as a means for fostering harmonious relations.

ARTICLE IX

FRINGE BENEFITS

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

A. Vacation

1. Full-time (12-month) Program Directors are entitled to vacation of 22 working days. Requests to use vacation time are subject to the approval of the appropriate Department Head and/or Chair.
2. Vacation accrued in any fiscal year must be taken by the close of the following fiscal year or be forfeited.
3. In instances where Program Directors are regularly employed at half-time or more, but less than full-time, or where service is for less than a full year, the following conversion formula determines accrued vacation days: vacation days = percent of appointment times percent of year employed times annual rate.
4. If a Program Director leaves prior to the end of his/her term of appointment, vacation accrual will be subject to a cap of 22 documented unused vacation days carried over from the prior academic year in addition to the prorated unused days for the academic year in which he or she leaves.

B. Holidays for Program Directors

Program Directors shall be entitled to the following holidays: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. In addition, Program Directors shall be allowed four (4) float holidays, prorated for part-time Program Directors, to be scheduled in conjunction with the approval of the Chair or Department Head. Historically, float holidays have been used between January 1st and December 31st; they will be used between July 1st and June 30th going forward. To allow for this transition, between January 1, 2016 - June 30, 2017, Program Directors will have five (5) float days to use; those not used by June 30, 2017 will be forfeited. Thereafter, as of July 1st of each year, Program Directors will have four (4) float days to use by June 30th of the following year; those not used by June 30th will be forfeited.

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

The parties acknowledge that pursuant to N.J.S.A. 52:14-17.25 et seq., employees of the University are deemed to be employees of the State for purposes of health and prescription benefits and that health and prescription benefits are provided to eligible employees as set forth in applicable statutes and regulations. During the term of this Agreement, employee contributions to the cost of health and prescription

benefits shall be based on the contribution rates set forth in P.L. 2011, chapter 78 and in effect July 1, 2016.

D. Prescription Drug Program

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

E. Dental Care Program

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

F. Alternate Benefit Program

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

G. Optional Tax Deferral Plans

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

H. Workers Compensation

1. Any Program Director who becomes disabled because of a job related injury shall, if approved by Risk and Claims Management, be granted a leave of absence. Payment during such leave shall be made in accordance with the New Jersey Worker's Compensation Act, except that in cases where the physical injury arises in and out of the course of the performance of assigned job duties and functions, payment will be seventy (70%) percent of salary.

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

I. Other

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

ARTICLE X

TUITION REMISSION/REIMBURSEMENT

Program Directors are entitled to tuition remission and tuition reimbursement benefits if they meet the established eligibility criteria.

A. The tuition remission benefit for eligible Program Directors is as follows:

Dependent children of Program Directors shall be eligible for tuition remission in accordance with the provisions of Rutgers Policy 60.2.1 B, C and D as of the beginning of the semester immediately following ratification of the Agreement.

Employee tuition remission or reimbursement will be provided for Program Directors who are required to either obtain a more advanced degree or undergo professional development/continuing education in order to retain or advance in their RBHS position. Such requirement shall be certified by the chair and dean. If the employee may fulfill that obligation via an existing Rutgers University academic program, Rutgers tuition remission shall be provided. If Rutgers does not offer the requisite program, the tuition reimbursement program for Program Directors delineated in the collective negotiations agreement between the University of Medicine and Dentistry of New Jersey and the Association that spanned 7/1/10 – 6/30/14 will apply. Program Directors who, at the time of ratification, are participating in the tuition reimbursement program provided for in the Agreement in effect from 7/1/10 – 6/30/14 are grandparented through the completion of their current degree program. This benefit also shall apply as of the beginning of the semester immediately following ratification of the Agreement.

B. The tuition reimbursement benefit for eligible Program Directors is as follows:

1. Program Directors enrolled in terminal degree programs which are related to their areas of instruction or are approved, as such by their chairpersons and the dean, may receive tuition reimbursement at a rate not higher than the traditional SHP graduate program tuition rate at the time of enrollment.

2. Program Directors may also receive tuition reimbursement within the same limits described above for graduate study necessary to increase such Program Director's expertise in teaching or for undergraduate study which is a prerequisite for such graduate study.

3. Tuition reimbursement under B.1 above shall not exceed nine (9) credits per semester at the doctorate level or nine (9) credits per semester at the master's degree level.

If a Program Director is enrolled in a program requiring more than nine credits per semester, he/she may apply to the Dean of the School of Health Professions for special consideration.

4. Tuition reimbursement under B.2 above shall be determined by the chairperson and the Dean and shall not exceed six (6) credits per semester.

5. The limit of reimbursement credits under B.1 above shall be set at ninety (90) credits during the employment of the Program Director at the University. The limits, under B.2 above, shall be set at twenty-seven (27) credits during the employment of the Program Director at the University.

6. In order for a Program Director to receive a commitment for reimbursement, he or she must submit a written request to the chairperson of the department, prior to the start of any course or program, who shall recommend approval by the Dean on the basis of the following guidelines:

(a) the Program Director's chair or Department Head supports the request;

(b) the course or courses are deemed relevant to the Program Director's work within the University; the Dean shall respond to the request within twenty (20) working days of the request, subject to the availability of funds.

7. In order to secure reimbursement the Program Director must satisfactorily complete the course of study and submit written proof of payment of tuition and satisfactory completion to the Dean. To continue to be eligible for tuition reimbursement, the Program Director, under B.1 above, must maintain the grade point average required for successful completion of his/her program of study.

8. Any tuition paid on behalf of a bargaining unit member will be reimbursed to the University (SHP) if the bargaining unit member leaves the employ of the University within one year of payment. The University can recover this tuition by a deduction from any vacation pay owed to the individual. This provision does not apply to individuals with ten (10) or more years of service as of the date of receipt of the reimbursement.

ARTICLE XI

PROGRAM DIRECTOR TRAVEL

Bargaining unit members shall be permitted sufficient time away from their academic assignments for previously approved scholarly and professional purposes subject to the following provisions:

1. The bargaining unit member will have complied with the travel regulations of the University.
2. It shall be the responsibility of the bargaining unit member to provide adequate substitutes for all regularly scheduled University activities in his/her absence. Such substitutes must have the prior approval of the department Chairperson.
3. Employee travel may be authorized for the following purposes in order of priority:
 - a. To officiate, or to serve in another official capacity, or to make a formal presentation at a professional conference or meeting.
 - b. To attend a professional conference or meeting pertaining to the academic interests of the bargaining unit member.
4. Travel expenses will be reimbursed to bargaining unit members as per the University Policy 40.4.1.
5. This provision shall not alter the right of the University to make qualitative judgments as to the merits of any particular travel request and to make judgments as to the overall needs of the institution.

ARTICLE XII

COMPENSATION

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:

1. Academic Base Salary Ranges

Each position in the negotiations unit shall be assigned to a specific academic base salary. There shall be a salary minimum for each faculty rank. No full-time unit member shall be paid less than the minimum and no part-time unit member shall be paid less than the prorated minimum for his/her faculty rank. The salary minima are contained in Appendix A.

The Midpoints and Maxima of the academic base salary ranges for all Program Directors shall be removed.

2. Salary Increases

a. Fiscal Year 2014-2015

There shall be no salary increase for the 2014-2015 academic year.

b. Fiscal Year 2015-2016

A one-time lump sum payment in the total amount of \$1750 will be made to those Program Directors holding positions in the collective negotiations unit on July 1, 2014 and continuing through the date of payment. The \$1750 lump sum payment will be paid to eligible Program Directors as soon as reasonably practicable after ratification of the agreement.

c. Fiscal Year 2016-2017

The process to determine Merit Based Increases for fiscal year 2016-2017 shall be as set forth in the Side Letter of Agreement dated September 29, 2017. The merit program for fiscal year 2016-2017 shall provide for merit salary increases to base salary from a pool of funds ("salary pool"), which salary pool shall be in the amount of 2.125% of the total academic base salary payroll for all Program Directors eligible for merit increases as of the first full payroll period in December 2015. The University shall disburse the entire amount of the merit adjustment pool. The amount of a merit salary increase, if any, that may be awarded shall be at least 1% of the faculty member's academic base salary. A faculty member may receive a merit salary increase of up to 5% of the faculty member's academic base salary.

d. Fiscal Year 2017-2018

The process to determine Merit Based Increases for fiscal year 2017-2018 shall be as set forth in the Side Letter of Agreement dated September 29, 2017. The merit program for fiscal year 2017-2018 shall provide for merit salary increases to base salary from a pool of

funds ("salary pool"), which salary pool shall be in the amount of 2.125% of the total academic base salary payroll for all Program Directors eligible for merit increases as of the first full payroll period in December 2016. The University shall disburse the entire amount of the merit adjustment pool. The amount of a merit salary increase, if any, that may be awarded shall be at least 1% of the faculty member's academic base salary. A faculty member may receive a merit salary increase of up to 5% of the faculty member's academic base salary.

- e. There shall be an appeal procedure for a rating of "Other Than Satisfactory (Below Satisfactory or Needs Improvement)" on performance evaluations of bargaining unit members conducted for the 2017-2018 fiscal year, as follows:
 - 1) A unit member who receives a rating of "Other Than Satisfactory (Below Satisfactory or Needs Improvement)" on his/her 2017-2018 fiscal year performance evaluation may appeal such rating by filing a request for review within thirty (30) calendar days of ratification of the collective bargaining agreement. The request shall be filed with the Office of Academic Labor Relations, who shall provide copies to the Association and the Appeals Panel established by this subsection.
 - 2) The review shall be by an Appeals Panel comprised of two persons designated by the Association, two persons designated by the University, and a person designated jointly by the Association and the University, who shall be the chair of the Appeals Panel. The Association and University shall designate substitute person(s) for the Appeals Panel in cases in which the originally designated person(s) cannot hear the matter because of a conflict of interest.
 - 3) The Appeals Panel shall schedule the review at a mutually convenient time. The parties may make written submissions to the Appeals Panel no later than seven (7) calendar days prior to the date scheduled for review. The Panel may request additional information from the parties.
 - 4) The Appeals Panel shall issue its decision to the parties, the Association and the Executive Director of Academic Labor Relations within thirty (30) calendar days following the date of the review, and the decision shall be final and binding on all parties.

If the Appeals Panel sustains the appeal and agrees that the unit member's performance was satisfactory, the appellant shall receive a merit increase within the range for such increases applicable to the year in question; the Appeals Panel shall make a recommendation for the amount of the merit increase, and the recommendation will be forwarded to the Chancellor of RBHS who will accept, decline or modify the recommendation as to the amount of the merit increase. The decision of the Chancellor as to the amount of the merit increase will be final and binding. The recommendation of the Appeals Panel and the decision of the Chancellor regarding the merit increase will be provided to the parties and the Association. If the Appeals Panel does not sustain the appeal and agrees that the unit member's performance was "Other Than Satisfactory

(Below Satisfactory or Needs Improvement)", the unit member shall receive no merit adjustment for the year in question.

- 5) The Appeals Panel, the Association and the University shall hold in strict confidence all materials supplied to the Panel, the Panel's decisions and recommendations, and the decisions of the Chancellor.

3. Salary Increases at Time of Appointment as Program Director

Appointment to Program Director shall result in a 6-10% increase to the academic base salary of the faculty member as set forth in the academic appointment and consistent with Appendix A of this collective negotiations agreement. Faculty being considered for appointment to Program Director will have the opportunity to negotiate their percent increase which will be determined by the Dean in consultation with the Department Chair. When an individual leaves the Program Director role, his/her salary shall be decreased by the percentage by which it was increased at the time of appointment as Program Director.

4. Promotions

When an individual Program Director is promoted from one rank to another, the individual's academic base salary shall be adjusted to the minimum salary of the promotional rank or 10% above the individual's current salary, whichever is greater.

5. Extramural Support Incentive Award

Awards in this category are in recognition of external research grants or other extramural research support acquired by Program Directors. The revised extramural support incentive award will be applied as follows:

<u>Percentage Salary Support on Award(s)</u> ⁽²⁾	<u>Percent Returned to Program Director</u> ⁽³⁾
Up to 10%	11%
11% to 19%	12%
20% to 29%	13%
30% to 39%	14%
40% to 49%	15%
50% to 59%	16%
60% to 69%	17%
70% to 79%	18%
80% to 89%	19%
90% and above	20%

Where applicable, the extramural support incentive award will be adjusted for the NIH cap in effect at the time of the award. For example, if a Program Director is paid in excess of the NIH cap and has 60% effort and salary support of the NIH cap on an extramural award, 17% of 60% of the NIH cap will be returned to the Program Director in the form of an extramural support incentive award. Extramural support incentive awards shall not increase the

2 The percent salary support on award(s) is calculated by taking salary support on award(s) as a percentage of Program Director's total salary (not just the academic base).

3 The amount returned to the Program Director is a percent of the salary that is covered on awards calculated in item (2) above. It is not a percent of the total salary.

academic base salaries of Program Directors, nor shall they be used in calculating fringe benefits. This incentive is intended for research grants and contracts. Funding related to clinical and service contracts, unrelated to research, are excluded from this incentive. The Program Director shall receive the incentive for each year that the extramural support continues, and payment of the incentive will be made no later than September 30 following the fiscal year of the extramural support.

Program Directors who are required to support a percentage of their salaries using outside grant funds as a condition of their employment (e.g., coterminous faculty) shall not be eligible for extramural support incentive awards.

6. Unit Member Salaries

On February 1st of each year, the University shall provide to the Association a list of all unit members and their academic base salaries. Quarterly, the University shall provide the Association documents memorializing all actions reflecting academic base salaries of new unit members and all changes to the academic base salaries of unit members. The University represents that such documents shall reflect all adjustments to the academic base salaries of unit members.

7. Out-of-Cycle Increments

- a. These awards are for the purpose of granting salary increments to those unit members whose compensation should be increased to reflect their accomplishments and productivity.
- b. Out-of-cycle increments shall be in any amount.
- c. The Dean shall submit each nomination to the Senior Vice President for Academic Affairs with a curriculum vitae and letter of recommendation.
- d. Out-of-cycle increments shall be determined by the Senior Vice President for Academic Affairs upon recommendation by the Dean. The decisions of the Senior Vice President for Academic Affairs as to awarding or not awarding an out-of-cycle increase and the amount of such increase shall be final and non-grievable. The Senior Vice President for Academic Affairs shall notify the Association of all out-of-cycle increments by providing the Association a copy of the pertinent documents.

8. Salary Matching

The University may, at its discretion, increase the salary of an individual member of the bargaining unit in response to a bona fide offer of employment. The University shall submit its determination to offer such an increase in writing to the Association with a copy of the outside offer, a copy of the faculty unit member's curriculum vitae, and the current and proposed salary.

9. APPLICATION OF THE SUBJECT TO LANGUAGE IN THE PREFACE TO THIS ARTICLE

In the event the University intends to withhold any of the economic provisions of this Article by invoking the "subject to" language in the prefatory paragraph of this Article, it is agreed that the invocation of the "subject to" language will be based on a determination by the

University that there exists a fiscal emergency⁴. If the University invokes the prefatory “subject to” language following the determination of a fiscal emergency, the University agrees as follows:

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

If due to a reduction in State funding/appropriations to the University for the next fiscal year, the University determines that a fiscal emergency exists and if based on the date the University learns of the reduction it is not possible to provide the full twenty-one (21) calendar days’ notice, the University shall provide the maximum notice possible. If the University provides fewer than twenty-one days’ notice, upon request of the Association negotiations pursuant to paragraph 9.c. below shall commence within 72 hours; however, the University shall be permitted to delay the implementation of salary increases during the shortened period of negotiations.

- b. Along with the Notice provided to the Association pursuant to paragraph 9.a. above, the University shall provide the latest available statements/financial documents, as follows:
 - The financial information upon which the University relies as the basis for its claim that a fiscal emergency exists;
 - The audited financial statements for the prior fiscal year;
 - Quarterly Statement of Net Position (Balance Sheet) for the current fiscal year;
 - Current projection of the Income Statement for the Unrestricted Educational and General Operating Funds (Operating Budget) for the current fiscal year;
 - Quarterly Statement of Cash Flows (Statement of Cash Flows);
 - Unaudited End of Year financial statements for the statements listed above;
 - University budget request submitted to the Department of Treasury for past, current and upcoming fiscal years; and
 - The University’s Unrestricted Operating Budget for the current fiscal year and budget for the upcoming fiscal year.

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

⁴ The determination of whether a fiscal emergency exists shall not be limited to whether there is a reduction in State appropriations/funding.

- c. During the notice period, upon written request by the Association, the University shall commence negotiations over measures to address the fiscal emergency. The University is not obligated to negotiate to impasse in order to withhold any of the economic provisions of this Article. At any point during the notice period the Association may file a grievance pursuant to paragraph 9.e. below.
- d. The Association agrees that during the notice and negotiation period it will not initiate any legal action, in any forum, to challenge the University's intended action other than as specified in paragraph 9.c. above.
- e. If the parties have not agreed upon measures to address the fiscal emergency, the Association may file a grievance under Article V of the Agreement. The grievance shall proceed directly to arbitration under Article V.E.1. Such arbitration shall be concluded within ninety (90) days of implementation of the University's decision to withhold any of the economic provisions outlined above in this Article.

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

The parties designate Arbitrator J.J. Pierson to hear disputes that arise under Section 9 of Article XII. The parties designate Arbitrator Joseph Licata as an alternate to hear such disputes. If neither arbitrator is available to hear the dispute consistent with the provisions of Section 9 of this Article, the parties shall mutually agree upon another arbitrator.

ARTICLE XIII

TEACHING RESPONSIBILITIES FOR ACADEMIC SUPERVISORS

Program Directors' efforts are, in large part, devoted to the administration, evaluation, improvement and long-term sustainability of their program. Several factors should be taken into consideration when determining the program director's percentage of administrative effort including, but not limited to, the number of enrolled students, size of faculty and staff, level of degree, licensure requirements, and if the program director doubles as the clinical coordinator. To determine the program director's percentage of effort toward his/her administrative responsibilities, the cumulative number of students in all programs that a program director oversees will be used to assign the program director an administrative load of small, medium, moderately large, large or very large with a concomitant percentage of effort, per the metric below:

- Small Administrative Load: overseeing fewer than 25 students. Administrative effort: 25%
- Medium Administrative Load: overseeing 25-50 students. Administrative effort: 40%
- Moderately Large Administrative Load: overseeing 51-75 students. Administrative effort: 60%
- Large Administrative Load: overseeing 76-100 students. Administrative effort: 70%
- Very Large Administrative Load: overseeing more than 100 students. Administrative effort: 80%

In addition to the administrative effort described above, in collaboration with the department chair, Program Director effort will be determined and distributed over the following areas. Overall percent effort must total 100%.

- Special Projects – projects that are critical to the program but not performed every year.
- Clinical Coordination
- Teaching
 - Didactic or instructional activities including classroom, online, hybrid, laboratory, and clinical instruction.
- Scholarship and Research
 - Scholarly activities supported by departmental funding and/or other University resources
 - Extramural Scholarly Activities (index number must be provided and percent effort must match effort on grant or research contract)
- Clinical Practice as part of a University-based faculty practice and as assigned by the department chair
- School and/or University, Community or Professional Service – In order to be included in workload *must be approved or assigned* by the Department

Chair. Generally this effort should not exceed 10%, but could be more or less based on the approved service assignments.

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

Percent effort can be translated to “work days per week,” with 100% effort (1.0 FTE) equaling 5 days per week time and effort. It is expected that most program directors will expend a minimum of 10% (0.10 FTE) of their effort on scholarly and research activity, or one half day per week.

While it is recognized that teaching at SHP can involve varying levels of effort depending on program specific requirements, teaching workload maximums will be generally set based on a program director’s percent effort assigned to teaching as follows:

Program Director Effort Toward Teaching	Maximum Credits Assigned		Work Day Equivalence
	12 month	10 month	
75%	20	17	3.75
70%	19	16	3.5
60%	16	14	3
50%	14	11	2.5
40%	11	9	2
30%	8	7	1.5
20%	6	5	1
10%	3	2	.5

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

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

Program Directors assigned to develop new courses or courses that require substantial redevelopment will receive 1.5 times the full course credit for the full preparation and delivery of the new or re-developed course.

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

(1) Special Projects

- Participate in new degree program development
- New track within an existing degree development
- Participate in Faculty Practice Program development
- Accreditation Site Visit Activities
- Accreditation Self Study Activities

(2) Clinical coordination

- Recruitment and maintenance of clinical sites (local and distance)
- Orientation and ongoing communication and training for clinical faculty and clinical sites
- Obtaining documentation for clinical faculty appointments
- On-going evaluation of preceptor effectiveness and competence
- Facilitation of Student Clearance for Supervised Practice (Ensuring student compliance with medical policies and other site specific requirements)
- Tracking and Monitoring Clinical Placement
- Tracking Meditract Contract renewals
- Orientation of students for clinical rotations
- Tracking and monitoring student progress
- Facilitation and review of student professional practice competency achievement
- Maintenance of files required for accreditation

(3) Teaching:

- Classroom teaching
- Online teaching
- Clinic and/or laboratory teaching
- Preparation of innovative teaching materials, instructional techniques, or design and development of new curricula
- Development of innovative and/or new courses
- Translation of in-person classroom courses to online format delivery
- Course coordination
- Direction of individual student work, e.g., independent studies, chairing theses or dissertations, special student projects, student research for credit, and seminars
- Participation as a member in a thesis or dissertation committee
- Supervision of students being trained in clinical activities in practical and/or field sites
- Coordination of practical and/or field sites
- Transfer of existing online courses to new learning management systems (LMS) (updates of existing LMS would be excluded)
- Supervision of teaching assistants or student teachers
- Formal student academic or professional development activities

(4) Research and Scholarly Activities

- Scientific research
- Library research/writing
- Publication of articles, books, book chapters, monographs, bulletins, reviews, and other scholarly works
- Writing and submitting grant applications
- Receipt of competitive grants and/or research contracts

- Supervision of research staff including student research assistants working on faculty research
- Presentations at scholarly and professional conferences
- Preparation and application for and receipt of patents

(5) Service (to be counted as workload activities, must be either approved or explicitly assigned by the chair and be considered a major time commitment as a result of a leadership role or labor intensive committee)

a. University Service/University Governance

- Serve in membership and/or leadership roles in University level activities, e.g., University Senate, special ad hoc and standing committees, etc.
- Serve in membership and/or leadership roles in School level activities, e.g., special ad hoc and standing committees, etc.
- Serve in membership and/or leadership roles in departmental/program level activities, e.g., special ad hoc and standing committees, admission committees, etc.
- Participation in faculty recruitment activities
- Participation in student recruitment activities
- Administrative responsibilities
- Serve in special assignments such as representing the program, department, school or University at national and/or international meetings
- Mentoring of faculty within the University
- Development of processes or instruments useful in solving problems relevant to the mission and needs of the Program Director's unit

b. Professional Service

- Election to offices in professional associations and learned societies
- Serve on state, national, and/or international committees in professional organizations
- Serve on accreditation review bodies and/or provide consultation on accreditation to other universities/organizations
- Serve as editor or associate editor for professional journal
- Serve as consultant on problems appropriate to Program Director's discipline
- Conduct reviews of publications and/or grant/contract proposals

c. Public Service

- Provide information, advice, or assistance to governmental bodies or provide testimony at hearings of governmental bodies
- Provide educational needs assessment, program evaluation, program development, training, consultation, and technical assistance to local, state, national, and/or international organizations
- Serve on boards of local, state, national, and/or international organizations
- Furnish leaders and groups with objective research results and other resource information for decision-making
- Disseminate in the appropriate media the Program Director's service work

- and innovations
- Participate in community service activities, e.g., Special Olympics, Give Kids a Smile, etc.

(6) Clinical Practice

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

The above delineation of non-administrative activities is meant to serve as a guide. Workload should be agreed upon by the Program Director and chair, and outlined for the Program Director by the beginning of May of the preceding academic year.

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

The Program Director must make appeals to the Reconciliation Committee within 15 business days of notification of assigned distribution of effort. The Reconciliation Committee will identify a resolution within 15 business days.

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

Program Director Overload Pay:

Teaching Overload pay will be compensated as follows:

FY 17 (7/1/16 – 6/30/17): \$1300 per credit

FY 18 (7/1/17 – 6/30/18): \$1400 per credit

ARTICLE XIV

SICK LEAVE

The University policy concerning sick leave which is based on the "close rank" concept shall be in place. Vacation time will not be required to be utilized as sick time. In cases of illness extending beyond two (2) months, at the Dean's discretion, the University may employ replacements to cover the workload of the disabled Program Directors. Disability due to pregnancy and/or childbirth shall be treated in accordance with applicable statutes.

ARTICLE XV

EVALUATION OF PROGRAM DIRECTORS

On an annual basis, each Program Director shall be assessed and evaluated as to professional competence in the performance of his/her academic duties over the year in question. The written evaluation and supporting documentation shall be submitted by the department chairperson to the appropriate Dean and the faculty member prior to his/her evaluation date and shall be incorporated in the permanent personnel file.

Where there is a disagreement between a Program Director and the chairperson as to any evaluation of his/her performance of academic duties, the Program Director may invite another Program Director to be present as an advisor in the discussion of such disagreement with the chairperson.

ARTICLE XVI

PARKING

The parking fee for all bargaining unit members will be equal to .5% of the payroll salary as of the last pay period of the previous fiscal year, subject to a maximum of \$600. All bargaining unit members hired during any fiscal year shall pay a prorated fee for the remainder of the fiscal year based on their salaries at time of hire.

ARTICLE XVII

PROGRAM DIRECTORS CONTRACTS

A. Following ratification, each Program Director shall receive a letter clarifying the term of his/her Program Director appointment consistent with the term of his/her current faculty appointment. An appointment as Program Director shall run concurrently with the underlying faculty appointment, which shall be consistent with the term of appointment or reappointment outlined in the RBHS Policies and Guidelines Governing Appointments, Promotions, and Professional Activities of the Faculty. A tenured faculty member shall receive a term of appointment as Program Director consistent with the term of non-tenure track appointment or reappointment for his/her rank and length of service in rank as outlined in the RBHS Policies and Guidelines Governing Appointments, Promotions, and Professional Activities of the Faculty (excluding the research track).

B. An appointment as Program Director shall terminate automatically if the Program Director's underlying faculty appointment ends and is not renewed during his/her term of appointment as Program Director. At the discretion of the Dean, a Program Director may be removed from the Program Director role at the time he/she receives notice that his/her underlying faculty appointment is not to be renewed. A Program Director may be removed or suspended during the term of his/her appointment for cause. The Dean has the discretion to remove a Program Director at the end of his/her Program Director appointment with or without cause and with or without prior notice. Notice of non-renewal of the underlying faculty appointment shall be communicated in writing in accordance with the provisions of Article XXVII – Notice of Non-Reappointment of the AAUP-BHSNJ collective negotiations agreement.

C. Acting Program Directors will have at will appointments.

D. Program Directors will normally be appointed on either an academic year or a calendar year basis. Academic year appointments are for 10 months, normally between August 15 and June 15. Academic year appointments provide for salary payments to be spread out over 12 months. Calendar year appointments are for 12 months.

E. Individual agreements entered into between the University and individual Program Directors shall not conflict with the terms of this Agreement.

ARTICLE XVIII - TERMINATION FOR CAUSE AS PROGRAM DIRECTOR AND/OR TERMINATION FOR CAUSE FROM THE UNIVERSITY

Program Directors who are tenured faculty or under a term contract shall not be removed for cause from his/her position as Program Director and/or terminated for cause from the University except for the reasons and pursuant to the procedures in this Article. If an individual is being removed for cause from his/her position as Program Director, Sections A and B only of this Article shall apply. If an individual is being terminated for cause from the University, Section A, B, C and D of this Article shall apply.

A. Grounds

The following may constitute grounds for termination:

1. Failure to perform the duties of a Program Director and/or faculty member effectively;
2. Misconduct;
3. Conduct unbecoming a member of the faculty and/or a Program Director of the University;
4. Physical or mental incapacity to perform the duties as a member of the faculty and/or Program Director;
5. Serious violation of School or University policies and procedures or other codifications governing faculty conduct.

B. Initiation

The Dean, or the Dean's designee, shall initiate a proceeding by providing notice to the unit member setting forth all the charges pending against the unit member. The Executive Vice Chancellor for Administration, or the Executive Vice Chancellor's designee, shall meet with the unit member to ascertain the validity of the charges and shall provide the unit member the opportunity to respond to the charges. The unit member shall be entitled to representation by the Association at such meeting. If the discipline is initiated by the Executive Vice Chancellor, the President shall conduct the meeting to ascertain the validity of the charges. Within ten calendar days of the meeting, the Executive Vice Chancellor, any designee or the President shall notify the unit member, with a copy to the Association, both to be sent by express and certified mail, of the disposition of the charges and the discipline.

C. Appeal to Arbitration for Termination for Cause from University

This provision applies only if a Program Director is terminated for cause from the University. One cannot appeal to binding arbitration if he/she is removed as a Program Director for cause. Within thirty (30) calendar days of receipt of the notice of discipline, the unit member or Association may seek binding arbitration in accordance with the Public Employment Relations Commission's (PERC's) rules by giving notice to that effect to the Executive Vice Chancellor and to PERC, with a copy to the Office of Academic Labor Relations. The arbitrator will be from a panel agreed upon by the parties. If such notice is not filed within thirty (30) calendar days of receipt of the notice of intended discipline, the unit member shall have waived the right to binding arbitration,

and the discipline shall be final and binding. The arbitrator shall not have authority to review the decision to remove the grievant from his/her Program Director position.

D. Hearing

At the hearing, the unit member may be represented by the Association or legal representative of his/her own choosing. A representative of the Association may attend the hearing. The burden of proving all charges by a preponderance of the credible evidence shall be on the University. The arbitrator shall determine whether the charges are valid and constitute just cause for discipline, and, if so, shall prescribe a penalty. The arbitrator's decision shall be final and binding on the University, the Association and the unit member. The parties shall request that the arbitrator render a decision within thirty (30) days after the close of the hearing, unless the parties agree to request a longer time.

In no event shall the arbitrator's decision have the effect of adding to, subtracting from, modifying or amending the Agreement, the University's Bylaws, or any other University policies or procedures.

Any costs resulting from the arbitration shall be shared equally by the parties to the arbitration.

E. Unit members terminated for cause from the University shall not have any additional rights under the AAUP-BHSNJ collective negotiations agreement or any other collective negotiations agreement.

ARTICLE XIX

DURATION OF THE AGREEMENT

A. This Agreement shall remain in full force and effect from the effective date through June 30, 2018. The Agreement shall automatically be renewed from year to year thereafter, unless either party shall give to the other party written notice of its desire to terminate, modify or amend this Agreement. Such notice shall be given to the other party in writing by registered mail no later than September 30, 2017, or September 30 of any subsequent year to which this Agreement was automatically renewed.

B. Official notice to the University will be made by addressing the President of the University or his/her designated representative, with a copy to the Office of Academic Labor Relations. Official notice to the Association will be made by addressing the President of the Association.

ARTICLE XX

NO STRIKE OR LOCKOUT

Neither the Association nor any individual represented by it will engage in or support any strike, work stoppage, slowdown, or other job action and will not support or condone any such job action. The University agrees that it shall not lock out members of the negotiations unit or from any threat thereof.

ARTICLE XXI

RULES GOVERNING WORKING CONDITIONS

A. This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiations. Except as otherwise provided, during the term of this Agreement neither party shall be required to negotiate with respect to any such matter except that proposed new rules or modifications of existing rules involving mandatorily negotiable terms and conditions of employment shall be presented to the Association and negotiated upon the request of the Association as may be required pursuant to the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 *et seq.*, as amended.

B. Where any University regulation or policy is in conflict with any specific provision of this Agreement, or when any procedure or amendment of procedure conflicts with any specific provision of this Agreement, the Agreement shall govern.

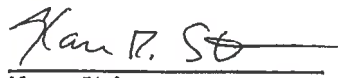
Article XXII


PROGRAM DIRECTOR SUSPENSIONS AT LESS THAN FULL PAY

1. A Program Director may be suspended from the University at less than full pay for a period of up to one semester, or an equivalent period of time. By no later than the termination of the semester, the Program Director shall be reinstated unless a proceeding is instituted in conformity with University Policy 60.5.1.
2. When the University believes that suspension of a Program Director at less than full pay may be warranted, the following shall apply.
 - a. The Program Director 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 Program Director, who may be represented by the Association, 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. When such notice is given, separate notice shall be provided to the Association.
 - b. If the Program Director avails him/herself of the opportunity to be heard, the Program Director 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 Program Director, 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 Program Director and the dean each shall have one peremptory 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 Program Director setting forth why a suspension at less than full pay is being considered, any written responses from the Program Director, and any documents provided by the Program Director to the dean. Upon request of the Program Director, the committee shall hear a short oral presentation by the Program Director or his/her Association representative. 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 Program Director 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 V.

- e. Within five working days of receipt of the dean's decision, the Program Director may appeal this decision to the Chancellor of Rutgers Biomedical and Health Sciences (RBHS). The 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 Chancellor has rendered a decision on the appeal.
3. In a case where the University reasonably believes that the Program Director 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 Program Director, 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 Program Director, who may be accompanied by an Association representative, 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 V.

FOR RUTGERS UNIVERSITY


Karen Stubaus


Lisa Bonick

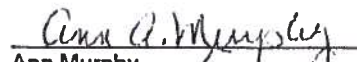

David Cohen


Gwendolyn Mahon

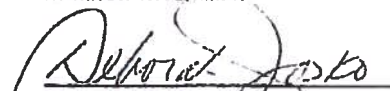

Barbara Gladson

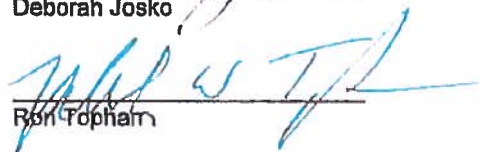

Shannon Kenny

**FOR THE SCHOOL OF HEALTH
PROFESSIONS - ACADEMIC
SUPERVISOR ASSOCIATION/NJEA**


Ann Murphy


Matthew McQuillan


Deborah Josko


Ron Topham

APPENDIX A
SALARY SCHEDULES

<u>TITLE/SALARY TABLE & GRADE</u>	<u>7/1/2014</u>	<u>7/1/2015</u>	<u>7/1/2016</u>	<u>7/1/2017</u>
Instructor				
FJ/F84 10 Month	39,559	40,350	41,207	42,083
FJ/F85 12 Month	47,465	48,414	49,443	50,493
Assistant Professor				
FJ/F86 10 Month	48,303	49,269	50,316	51,385
FJ/F87 12 Month	57,957	59,117	60,373	61,656
Associate Professor				
FJ/F88 10 Month	57,284	58,430	59,672	60,940
FJ/F89 12 Month	68,730	70,104	71,594	73,115
Professor				
FJ/F90 10 Month	66,737	68,071	69,518	70,995
FJ/F91 12 Month	80,076	81,678	83,413	85,186

APPENDIX B

PROGRAM DIRECTOR PERSONNEL GRIEVANCE PROCEDURE

The purpose of this Appendix, which applies only to faculty in the tenured ranks, 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 Appendix B grievance procedure, writers of external confidential letters are not “evaluators.”

A. Definitions of a Grievance and Grievant

A. 1. A grievance under Appendix B 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) the RBHS Policies and Guidelines Governing Appointments, Promotions, and Professional Activities of the Faculty, 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 Appendix 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 (1) discrimination [see Article II - “Nondiscrimination”] 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 Appendix is a Program Director in the bargaining unit who files a grievance under this Appendix. 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 Association 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 any 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 Program Director receives notice of the negative personnel action.
- B.1.b. Within 60 working days, for candidates for reappointment and tenure, and 90 working days for candidates for promotion to Professor or Distinguished Professor, of the date of receipt of the letter of intent to file as specified in (a.) above, the grievance statement, as defined in A.3 above, shall be filed with the Office of 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 Association 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 continue on his/her review to two questions:

- B.1.c.[1] Do the allegations contained in the grievance statement conform to the definitions of an Appendix B 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 Association.
- 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 Association. If the Reviewing Officer is unable to meet the deadlines specified herein, he/she shall so notify the Association in writing, and such notice shall automatically extend the deadline by an additional 15 working days.
- 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 Association 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 Association pursue an appeal on his/her behalf. Such request must be made in writing and received by the Association within 5 working days of the grievant's receipt of the Reviewing Officer's letter of rejection. The Association 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 Association 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 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 Association 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 Association.

- B.1.i.[2] The Permanent Referee shall not address the substance of the grievance. He/she shall confine his/her review to two questions:
- B.1.i.[2][a] Do the allegations contained in the grievance statement conform to the definitions of an Appendix B 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 10 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 Association 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/she shall forward notice of acceptance to the grievant, the Association, and the Reviewing Officer.
- B.1.i.[5] If the Permanent Referee rejects the claim that the grievance statement meets the filing requirements, he/she shall notify the grievant, the Association 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 Association and the Reviewing Officer.
- B.1.i.[6] The decision of the Permanent Referee shall be binding on the grievant, the University, and the Association.
- 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 Association. 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 AAUP-BHSNJ or Association member at the rank of professor or above who has served within the past 7 years as a member of the Promotion Review Committee, a member of a school committee on appointments and promotions, or as a dean, and who has not participated in the evaluation.

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

B.1.l.[5] The letters and the questions shall be provided to the neutral readers in the office of the chancellor or the Senior 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 Association, nor the University shall take any action that compromises the neutrality of the readers.

B.1.1.[6] The signed and dated report of the neutral readers shall be forwarded to the Association by the University within 2 working days of its receipt by the University.

B.1.1.[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 Association 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 2 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 Association.

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 Association. 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 Association. 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 Association, 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 5 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 Association and the Senior Vice President for Academic Affairs or his/her designee, shall be binding on the University, the grievant, and the Association. The Grievance Committee shall send its decision to the grievant, the Association, the University Representative, the appropriate chancellor, the Senior 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 Association 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 Association 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 Association. Such remand shall be implemented promptly and shall be fashioned to remedy identified defects. The instructions shall constitute the 30-day notice, pursuant to applicable University policy.
- 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 5 working days of receipt of the instructions, that the Senior 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 Association have a vital interest in confidentiality in order to preserve the impartiality of the process, the reputation of the institution, and the peace of the academic environment. Therefore, all participants in a grievance proceeding have an obligation to maintain strictly the confidentiality of that proceeding.

C.1. The grievance statement, University response, associated documents, identities of witnesses, and evidence presented at the hearing shall be kept confidential by all concerned, except that the grievant or the University may make disclosure only to the extent necessary and only to potential witnesses and/or persons against whom allegations have been made and/or persons the party has reason to believe may be able to assist in the preparation and/or presentation of that party's case. Such disclosure shall be limited in scope to those aspects of the case the party has reason to believe are relevant to discloser's potential testimony or other assistance. The 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 Appendix 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 5 working days of the date the issue arose to the parties to this Agreement (Association and the University) for a joint determination that shall amend the procedure on this question. Should the Association and the University fail to reach such agreement within 5 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 7 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 (Association and the University) within 2 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 5 working days of receipt of the statement of claim.

D.3.b. Either the Association 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 5 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 7 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 Association.

D.3.e. The decision of the Permanent Referee shall be rendered in accordance with law and shall be within the scope of his/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 Association. 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 Association 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 Association 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 Association, and the University, and no further grievance or appeal may be made by the Program Director. This finding shall be forwarded immediately to the Association 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 Association, 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 Association by the University.
- E.6.c. The Board may recommend to the Promotion Review Committee that the Program Director 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 Association 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 Association, and no further grievance or appeal may be made by the Program Director.

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

F.1. Permanent Referee

The University and the Association 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 Association at the beginning of his/her appointment. The fees of the Permanent Referee shall be borne equally by the University and the Association.

F.2. Grievance Committees

- F.2.a. Grievance Committees shall be composed of 3 tenured faculty members at the rank of Associate Professor or above, who are 100% in the AAUP-BHSNJ unit or the Association, 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. The Association shall notify the grievant of the committee's membership.

The University and the Association 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 10 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 Association. If the University and the Association cannot resolve the matter, it shall be referred to a faculty member selected jointly each year by the Association 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 Association. The grievant may, within 10 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 8 working days and shall notify the Program Director 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-Association 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 9 members from among the tenured faculty of the AAUP-BHSNJ unit or Association, appointed by the President in the spring of each year for the following academic year. The Association 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 3 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 Association 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 10 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 Association'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 v, Category One.

G.3. If a Grievance Committee finds for the grievant, the grievant shall receive a 12 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 Program Director receive reappointment, promotion and/or tenure, the grievant shall receive a 12-month extension of employment beginning July 1 following the decision.

G.4. A grievant shall not be evaluated while an Appendix B grievance is pending.

G.5. It is the understanding of the Association 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 Association, or the University administration.

G.7. This Appendix B 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 Appendix B 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 locations outside of 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. Electronic and fax transmissions submitted to the designated e-mail address or fax number of the Office of Academic Labor Relations are acceptable.

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 Association.

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 10 working days of the date on which the Association 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 10 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 10 working days of receipt of the grievance statement, but no later than June 21, the University shall forward the materials specified in section E.2. above.

H.4.d. The Faculty Appeals Board shall make a good faith effort to meet to hear the appeal within 5 working days of receipt of the material specified in E.2. above. If possible, the Faculty Appeals Board will render its written decision within 5 working days of its meeting. If that is not possible, the Faculty Appeals Board will render an oral decision within 5 working days and will render its written decision within 10 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 Appendix B grievance procedure.

SIDE LETTER OF AGREEMENT

ALIGNMENT OF PAYROLL

A. When systematically feasible by Rutgers, the daily rate of pay will be based on the actual number of work days in the Rutgers fiscal year.

B. When systematically feasible by Rutgers, the pay period shall commence at 12:00 a.m. Saturday and end at 11:59 p.m. Friday.

C. When systematically feasible by Rutgers, the payroll holdback shall be eliminated for an employee hired into a position covered by the Association on or after the ratification of this Agreement by the parties; there will be no change of the payment of the holdback monies for current Association members.

D. The parties agree to use the Rutgers calendar which is fiscal year based and runs from July 1 to June 30.

E. Rutgers agrees to provide the Association a minimum of thirty (30) days' notice prior to implementation of Paragraphs A, B, and C above.

SIDE LETTER OF AGREEMENT

RBHS POLICIES AND GUIDELINES GOVERNING APPOINTMENTS, PROMOTIONS, AND PROFESSIONAL ACTIVITIES OF THE FACULTY

The RBHS Policies and Guidelines Governing Appointments, Promotions, and Professional Activities of the Faculty (“Guidelines”) apply to the SHP Program Directors in the Association. Furthermore, consistent with Section 2(D) of the Guidelines, which speaks to Transition to the New Guidelines, all SHP Program Directors who are non-tenure track faculty will be asked to affirm in writing prior to January 31, 2018 the track in which they want to remain or the track to which they want to transfer.

SIDE LETTER OF AGREEMENT
SCHOOL NAME CHANGE

Consistent with the School's name change, the parties agree that any reference to "School of Health Related Professions" in this agreement will be replaced by "School of Health Professions."

SIDE LETTER OF AGREEMENT

PROCESS TO DETERMINE MERIT BASED INCREASES

The process to determine merit based increases for Fiscal Years 2016-2017 and 2017-2018 will be as follows:

I. Criteria

To the extent of funds available as set forth in the SHP Academic Supervisors Association/NJEA Collective Negotiations Agreement (July 1, 2014 – June 30, 2018) Article XII, 2(c) and (d), merit salary increases for Fiscal Years 2016-2017 and 2017-2018 will be awarded to eligible Program Directors who have demonstrated, during the fiscal year preceding the merit increase, recent and continuing achievement based on one or more of the criteria of managing programs and resources, managing people, performance of faculty responsibilities, and/or administrative functions. In addition, merit salary increases may be awarded to Program Directors 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 for Consideration for a Merit Salary Increase

The Program Director must be in a SHP Academic Supervisors Association/NJEA bargaining unit position as of the first full payroll in December 2015 (for the Fiscal Year 2016-2017 merit program) and December 2016 (for the Fiscal Year 2017-2018 merit program) and continue to serve in such position through the date of payment.

All unit members who became Program Directors on or before December 1, 2015 (for the Fiscal Year 2016-2017) and December 1, 2016 (for the Fiscal Year 2017-2018) and who received an overall performance evaluation of "Satisfactory" or better for the preceding fiscal year shall receive a merit increase in the appropriate Fiscal Year. Unit members who receive an overall performance evaluation of "Other Than Satisfactory (Below Satisfactory or Needs Improvement)" for the fiscal year preceding the effective date of each merit adjustment shall not be eligible to receive a merit increase.

III. Salary Pool

The salary increases will be applied to academic base salary from a pool of funds ("salary pool"). The salary pools for Fiscal Years 2016-2017 and 2017-2018 shall be in the amount of 2.125% of the total academic base salary for all negotiations unit members eligible for merit increases as of the first full payroll period in December 2015 for Fiscal Year 2016-2017 and December 2016 for Fiscal Year 2017-2018.

It will be at the sole discretion of the Dean to manage the salary pool at the school level.

The entire amount of the merit salary pool must be awarded to eligible negotiations unit members.

IV. Merit Increase Calculation

The amount of a merit salary increase, if any, that may be awarded shall be at least 1% of the Program Director's academic base salary. A Program Director may receive a merit salary increase of up to 5% of the Program Director's academic base salary. If eligible, all salary increases shall be calculated based upon the unit member's academic base salary as of the date prior to the effective date of the merit increase (June 30, 2016 for Fiscal Year 2016-2017 and June 30, 2017 for Fiscal Year 2017-2018).

Merit increases, if any, shall be given before a determination is made as to whether the resulting new academic base salary is at or higher than the new minimum of the applicable salary range, or if an additional salary increase is required to bring the academic base salary to the minimum of the range.

Recommendations for merit increases will be made first by the department chair, then to the appropriate dean, and to the Chancellor. The Chancellor will forward all recommendations to the President for final approval. No Program Director will be notified of the merit increase prior to the President's approval.

Performance Evaluation Process

On an annual basis, each negotiations unit member shall be assessed and evaluated as to professional competence in the performance of his/her duties over the year in question. The evaluation will include a written summary statement of the Program Director. The merit salary increase, if any, is informed by the performance evaluation rating.

Merit increases shall be informed solely by the unit member's performance during the evaluation period (date of last evaluation through date of current evaluation) preceding the effective date of the increase.

There shall be an appeal procedure for a rating of "Other Than Satisfactory (Below Satisfactory or Needs Improvement)" on performance evaluations of negotiations unit members conducted for Fiscal Year 2017-2018 (same as procedure in Article XII - Compensation).

V. Grievability

The academic judgment that forms the basis of the granting or failure to grant a merit salary increase, including the size of the merit salary increase, is not grievable. Allegations of a violation of the procedures set forth in this program shall be brought under the Grievance Procedure, Category 2 of the Agreement between the SHP Academic Supervisors Association/NJEA and the University.

VI. Information

1. The University will inform the SHP Academic Supervisors Association/NJEA as to the amount of funds allocated to the merit increases.
2. The University will notify individual Program Directors who have been evaluated for a merit salary increase of the action taken in regard to that evaluation.
3. At the conclusion of the process, the University will inform the SHP Academic Supervisors Association/NJEA of the Program Director's school, department, academic rank, overall performance rating and merit salary increase, if any.

4. Subsequent to the conclusion of the evaluation process, unit members shall be provided a copy of their final performance evaluation and the evaluation shall be incorporated in the permanent personnel file.