

Bold = new language

ARTICLE XXVI - TERMINATION FOR CAUSE

AAUP-BHSNJ unit members ~~who are tenured~~¹ under a term contract shall not be terminated except for the reasons and pursuant to the procedures in this Article.

A. Grounds

The following may constitute grounds for termination:

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

B. Initiation

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

¹ Terminations of tenured faculty shall use Rutgers Policy 60.5.1. Such policy shall not be modified altered, or rescinded absent agreement by the AAUP-BHSNJ.

The University shall not be precluded from relying upon documents that are not provided in advance of the meeting. Such documents shall be provided to the AAUP-BHSNJ by the date of the meeting. Following review of documents not previously provided, the AAUP-BHSNJ may request up to a seven (7) calendar day adjournment of the meeting.

C. Appeal

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

D. Hearing

1. At least four (4) business days prior to a hearing, the parties shall exchange the names of all witnesses who may be called at the hearing understanding that the need to call additional witnesses may arise based on the developments in a particular hearing. In such cases, the parties shall not be precluded from calling such additional witnesses. At least four (4) business days prior to the hearing, the parties shall also exchange copies of exhibits that may be introduced at the hearing, with the understanding that based on developments at the hearing there may be a need to introduce additional exhibits. The University shall be permitted to rely on documents at the arbitration proceeding not previously produced to the Union prior to the meeting discussed in Paragraph B of this Article.
2. In addition, AAUP-BHSNJ may submit a request for documents to the University no later than thirty (30) calendar days prior to the first date set for hearing. The University shall respond to such request within fifteen (15) calendar days.
3. The arbitrator assigned to preside at the arbitration hearing may assist the parties in resolving disputes regarding documents requested pursuant to this Article.
4. At the hearing, the unit member may be represented by the AAUP-BHSNJ or a legal representative of his/her own choosing. A representative of the AAUP-

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

5. In no event shall the arbitrator's decision have the effect of adding to, subtracting from, modifying or amending the Agreement, the University's Bylaws, or any other University policies or procedures.
6. Any costs resulting from the arbitration shall be shared equally by the parties to the arbitration.

E. Placement on Administrative Leave and Telework During Investigations

1. **In cases where the University reasonably believes based on the alleged misconduct that the unit member poses a serious threat to patients, people, or University property, the University may place a unit member on paid administrative leave pending completion of an investigation of disciplinary charges. While on administrative leave, the unit member shall maintain access to email and their Rutgers ID.**
2. **In cases where the alleged misconduct does not involve a serious threat to patients, people, or University property, the unit member may reassigned to other appropriate patient care or research responsibilities during the investigation. being investigated; however, the unit member shall not be placed on paid administrative leave.**
3. **In lieu of paid administrative leave, unit member may work from home by making a request to their respective Dean. Such requests shall not be unreasonably denied. Under no circumstances, shall such a request involve communication with the Complainant or witness in an open investigation unless the Office of Ethics and Compliance or Office of Employment Equity has permitted such communication.**

For the AAUP-BHSNJ

For the University

Date

Date