

**AGREEMENT BETWEEN THE COLLEGE OF MEDICINE AND  
DENTISTRY OF NEW JERSEY AND THE COUNCIL OF CHAPTERS  
OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS  
AT THE COLLEGE OF MEDICINE AND DENTISTRY OF NEW JERSEY**

**July 1, 1975 – June 30, 1977**

## **PREAMBLE**

This Agreement is effective May 11, 1976 by and between the College of Medicine and Dentistry of New Jersey (hereinafter called the College) and the Council of Chapters of the American Association of University Professors at the College of Medicine and Dentistry of New Jersey (hereinafter called the Association). The parties recognize that it is the responsibility of the College to provide a 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 conditions of employment. To this end they mutually enter into this Agreement intended to state the employment relations between the College and the Association under applicable State and Federal law.

## **ARTICLE I**

### **DEFINITIONS**

1. The College ... the College of Medicine and Dentistry of New Jersey which is comprised of four academic units ...
  - a.) The New Jersey Medical School
  - b.) The New Jersey Dental School
  - c.) The Graduate School of Biomedical Sciences
  - d.) The Rutgers Medical School
  
2. The Association or the A.A.U.P. ... the Council of Chapters of the American Association of University Professors at the College. The Council is composed of two chapters:
  - a.) The New Jersey Medical School, the School of Biomedical Sciences, and the New Jersey Dental School
  - b.) The Rutgers Medical School
  
3. Faculty ... those members of the College who are included in the Association negotiating unit; used interchangeably with "members of the bargaining unit".
  
4. Appellant ... a member of the Association who has filed a grievance under Article V.

5. B.A.S.L. ... the abbreviation for Basic Annual Salary Level; defines compensation resulting from the range and step classification of a faculty member.

6. Increment ... either (a) the sum of dollars, fixed to a percentage of the first step of a salary range, which is the step progression constant of that range; or (b) from the implementation of the Unit-Based Compensation System, a percentage of the previous step of the salary scale.

7. Anniversary Date ... the date during the fiscal year on which a faculty member becomes eligible for performance dependent increments which are length of service driven.

8. Department ... a subdivision of a school maintained for the purpose of conducting a curriculum or curricula in a specified field of learning.

9. Section ... a departmental sub-group with a discrete professional identification including a national certification board and separate residency programs.

10. Academic Division ... a departmental sub-group without a national certification board and/or a separate residency program but having a generally accepted discrete research and/or clinical specialty base.

11. Service Division ... a subdivision of a school created to improve and/or coordinate health care delivery.

## **ARTICLE II**

### **RECOGNITION**

The College recognizes the Association as the exclusive negotiating agent for all full-time teaching and/or research faculty and all part-time teaching and/or research faculty who are employed at 50% or more of full-time by the College, but specifically excluding all faculty members who are employed by the College at less than 50% of full-time, all faculty members who in addition to their professorial titles hold any title which carries managerial, administrative, or supervisory responsibility (among titles so excluded are President, Vice President, Dean, Associate Dean, Assistant Dean, Assistant to the Dean, Director, Department Chairperson, Section Chief, Division Chief, Division Director), all interns and residents including those residents holding the title of

instructor, and all other employees not holding academic rank and title, for the purpose of negotiations regarding the terms and conditions of employment and in the settlement of grievances.

### **ARTICLE III**

#### **POLICY STATEMENTS**

The College and the Association adopt the following as policy during the life of this Agreement.

1. The College and the Association agree to continue the established policy prohibiting all forms of illegal discrimination with regard to race, creed, color, sex, marital status, age, national origin, or Association membership.

2. The Association recognizes its responsibility as negotiating agent and agrees to represent all faculty in the negotiating units.

3. Individual contracts entered into between the College and individual faculty members shall not conflict with the terms of this Agreement.

4. The College agrees to involve the faculty in the formulation of College policies determining terms and conditions of employment.

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

6. Neither the Association nor any faculty member represented by it will engage in or support any strike, work stoppage, or other such job action.

7. The College shall not institute or support any lockout of faculty.

8. Any member of the bargaining unit may have access within a reasonable period of time not to exceed five (5) working days to his or her own personnel records, including internal evaluation documents related to the individual and may add to those records such materials as the individual believes necessary to give reasonable representation of the individual's record. Reference letters requested in confidence shall remain confidential.

## ARTICLE IV

### CONSULTATION AND COMMUNICATIONS PROCEDURES

The parties recognize the valuable assistance to be gained from effective communication between the Association and the College. Accordingly, it is agreed that the College 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 at intervals not to exceed six (6) weeks. 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 V

### GRIEVANCE PROCEDURE

#### A. **Definition**

A grievance is an allegation by a faculty member that there has been:

1. A breach, misinterpretation or improper application of any of the provisions of this Agreement;
2. An arbitrary or discriminatory application of, or failure to act pursuant to the written rules, policies or regulations of the College related to terms and conditions of employment.

Objections to the discharge of faculty shall be handled through the appropriate By-Law provisions and shall not be grievable under the procedure set forth in this agreement.

#### B. **Time Limits**

All limits herein shall consist of normal working days and exclude Saturdays, Sundays, and regularly scheduled holidays of the College. Time limits may be extended only with the written consent of the College and appellant.

#### C. **Steps in Grieving**

##### 1. *Informal Procedure*

Any member of the Association may orally present and discuss a complaint with the department chairperson on an informal basis. Every attempt shall be made to resolve any grievance arising under this section speedily and informally.

## 2. *Formal Procedure*

### a) **Step One**

Within thirty days after the event or occurrence or the date on which the aggrieved party first gained or should reasonably have been expected to have gained knowledge of the alleged event or occurrence, the aggrieved party shall present the grievance in writing to the appropriate Dean. A statement of grievance shall include 1) the name of the aggrieved party or parties, 2) a statement of the facts giving rise to the grievance, 3) identification of all provisions of this agreement alleged to be violated or of written rules, policies and regulations said to be misapplied, 4) the date on which the event or occurrence first occurred, 5) the date of initial submission of the grievance in writing, 6) remedy or correction requested. The Dean shall discuss the grievance with the appellant. The Dean shall render his or her decision to the appellant within fourteen (14) days after receipt of the grievance.

### b) **Step Two**

In the event the appellant is not satisfied with the decision at Step One, he or she may, within ten (10) days of receiving the decision, present an appeal in writing to the Dean of the employing unit. The Dean shall then be obliged to present the appeal before the appropriate Committee of Review within seven (7) days. The Committee of Review must hear the case with concern for due process, the appellant must be afforded the opportunity to testify, and the appellant must have the opportunity to be apprised of the basis upon which all actions were taken.

The appellant and, if he or she so wishes, Association representatives, will be afforded an opportunity to obtain necessary witnesses and relevant documentary and other evidence, except confidential letters of recommendation, and the administration will, insofar as it is possible for it to do so, secure the cooperation of such witnesses and make available necessary documents and other evidence within its control.

The appellant and the appropriate administrative officer will have the right to confront and cross-examine all the witnesses. Where a witness cannot or will not appear, but the Committee determines that the interests of justice require admission of his or her statement, the Committee will identify the witness, disclose his or her statement and if possible provide for interrogatories.

The decision of the Committee of Review must be presented, in writing, to the appropriate Dean, the appellant, the Association, and the College President. The Committee of Review must render its decision within thirty (30) days after the appeal was presented to the Committee. This period may be extended by mutual consent to a maximum of ninety (90) days.

**c) Step Three**

If the appellant or the Dean is not satisfied with the written decision of the Committee of Review, a written appeal shall be sent to the President within ten (10) days. The President shall have fourteen (14) days to resolve the matter. If this is not successful, the matter shall be referred to the All College Appeals Committee defined below. The All College Appeals Committee must hear the case with concern for due process as defined in Step Two above. The All College Appeals Committee must render its decision within thirty (30) days after the appeal was presented to the Committee unless further time is granted by mutual consent. The decision of the All College Appeals Committee shall be considered advisory to the President.

In the compelling event that the President dissents from the decision of the All College Appeals Committee, he will counsel with them. The President shall render a final decision within thirty (30) days from receipt of the Committee's findings. Copies of the President's decision shall be sent to the appellant, the Association and the appropriate Dean.

**D. Hearings Committees and Representation**

1. Committee of Review- shall be composed of six faculty members holding appointments in the same unit as the appellant except that they may not hold appointments in the same department as the appellant. Three of the Committee members shall be chosen by the Association and three shall be chosen by the Dean of the employing unit.
2. All College Appeals Committee- shall be composed of three faculty members selected by the Association and three persons selected by the College President. None of the Committee members may hold a faculty appointment in the same department as the appellant.

3. In the event a hearing is directed, the appellant may, at his or her option, choose to be represented by the Association Chapter Representative for his College Unit, at Steps One and Two of the Formal Grievance Procedure, and by the Association President at Step Three or by other Association representatives except that no more than two Association representatives may be present at any time and that no Association representative will permit attendance at hearings to interfere with their obligations to the College.

**E. Failure to Render a Decision**

Failure to render a decision at any step of this procedure within the specified time limit shall permit the appellant to proceed to the next step.

**F. Failure to Appeal**

Failure of the aggrieved party or parties to appeal a decision at any step within the specified time shall constitute an acceptance of the last rendered decision. Any step of the grievance procedure may be waived with a written consent of the College and the appellant.

**G. Group Grievance**

In the event that faculty members have a group grievance it shall be sufficient if one member presents the grievance on behalf of all similarly affected faculty members provided, however, that the initial statement of the grievance shall include the items required in Step One, the names of all faculty members known to be similarly affected, a statement indicating that the grievance is a group grievance, and the signatures of all involved faculty indicating their express consent to be included. Group grievances will otherwise be governed by the procedural processes outlined in Article V.

**H.**

The within grievance procedure shall continue in effect until a new grievance procedure is established, as provided for in Appendix 4.

## **ARTICLE VI**

### **MANAGEMENT RESPONSIBILITIES**

Except as limited by the specific and express terms of this Agreement, the College hereby retains and reserves unto itself the prerogatives of Management as well as 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 and pursuant to Article III, number 4.



## ARTICLE VII

### ASSOCIATION RIGHTS

1.) The College agrees to provide to the Association space to conduct official meetings providing said space request does not interfere with normal College operations. The College may charge the Association for such use at a rate not to exceed that charged to the academic departments for the same use.

2.) Recognizing that Association officers are exercising a legitimate professional concern and contributing to the academic community, the College agrees to notify all deans and department chairpersons of the names of such faculty and request that their responsibilities be considered when faculty duties are being assigned. Except as provided in this agreement, however, no faculty member may engage in Association activities during the course of his or her officially assigned academic obligations.

3.) Association representatives shall be permitted to transact official business on College property at all reasonable times provided that this shall not interfere with or interrupt normal College operations.

4.) The Association shall have the right, in accordance with College procedure, to make reasonable use of College duplicating, computing, office and audio-visual equipment.

5.) The Association shall be notified in writing of all new faculty appointments within thirty (30) days after their approval by the Board of Trustees of the College.

6.) The College agrees to deduct from each faculty pay check the professional dues of the Association, provided said faculty furnishes a voluntary written authorization for such deduction on a form acceptable to the College. Any change in the amount of the Association's professional dues shall be certified to the College by the Association at least thirty (30) days prior to the pay cycle in which the new amount is to apply. Deduction of Association professional dues made pursuant hereto shall be remitted to the appropriate chapter at the end of the calendar month in which such deductions are made, together with a list of faculty from whose pay deductions have been made.

7.) 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.

## ARTICLE VIII

### COMPENSATION BENEFITS

#### A. July 1, 1975 to June 30, 1976

1. An eligible faculty member who has fulfilled his or her academic duties with professional competence and is below the maximum of his or her salary range shall receive one (1) increment retroactive to his or her anniversary date during FY 1975-1976. This increment will be computed from the 1975-1976 salary schedule (Appendix 1) and documentation supporting the decision to grant or withhold this anniversary adjustment shall have been submitted in writing by the department chairperson to the appropriate dean and the involved faculty member.

2. Determining anniversary dates -- for salary administration purposes.

a. Faculty members who reported for duty prior to January 1, 1973 will have an anniversary date of July 1.

b. Faculty hired after January 1, 1973 will have an anniversary date of January 1, April 1, July 1 or October 1 whichever quarterly date immediately follows 12 months of consecutive employment.

3. Faculty members who are promoted to a higher academic rank will be moved to the next higher step on their present salary range and then moved to the step represented by the equivalent or next higher dollar amount on the salary range of the rank to which they are being promoted. Thus in all instances, promotions shall result in salary adjustments which are at least equal to one (1) increment.

4. Promotion dates -- all promotions in rank will normally be effective July 1 and will revise the faculty member's anniversary date for salary administration purposes to July 1. In those extraordinary situations where exceptions to the July 1 promotion date are made, the faculty member's anniversary date for salary administration purposes shall be revised to coincide with the effective promotion date.

5. The College agrees to effect all promotional increases which have been pending since July 1, 1975 as soon as practicable following a signed agreement. Such promotional increases shall include all appropriate retroactivity.

6. All salary adjustments shall be subject to the terms and conditions of the appropriations legislation and administered consistent with the rules and regulations adopted by the College in conformity with the appropriate elements of the State's Compensation Plan.

7. Each faculty member whose full-time B.A.S.L. is less than \$20,000 per annum as of July 1, 1975 and who has one (1) or more years of service as of July 1, 1975 shall be entitled to a one-time cash payment of \$125 if currently employed on the date of such payment. Such payment shall not constitute a modification of the College's existing faculty salary schedule.

8. Each faculty member whose full-time B.A.S.L. is less than \$20,000 per annum as of July 1, 1975 and who has at least six (6) months of service but less than one (1) full year of service as of July 1, 1975 shall receive a one-time cash payment of \$62.50 if currently employed on the date of such payment. Such payment shall not constitute a modification of the College's existing faculty salary schedule.

**B. July 1, 1976 to June 30, 1977**

1. Subject to the State Legislature enacting appropriations in an amount equal to a seven (7) percent increase in the 1975-1976 B.A.S.L. of each member of the bargaining unit for the specific purpose of funding salary increases, the College's existing faculty salary schedule as provided in Appendix 1 shall be increased on July 1, 1976 by five (5) percent, with the B.A.S.L. of each faculty member increased by five (5) percent.

2. On their anniversary date, each eligible faculty member who has fulfilled his or her academic duties with professional competence and is below the maximum of his or her salary range, shall receive an additional increase equal to one (1) increment. The increment will be computed from the 1976-1977 faculty salary schedule for those faculty members whose anniversary date falls before the implementation date of the Unit-Based Compensation System. For those faculty members whose anniversary date falls after the implementation date of the Unit-Based Compensation System, the increment will be computed from the Unit-Based Compensation System. The documentation supporting the decision to grant or withhold this increment shall be submitted in writing by the department chairperson to the appropriate dean and the involved faculty member by the faculty member's anniversary date.

3. Determining anniversary dates -- for salary administration purposes.

a. Faculty members who reported for duty prior to January 1, 1973 will have an anniversary date of July 1.

b. Faculty hired after January 1, 1973 will have an anniversary date of January 1, April 1, July 1 or October 1 whichever quarterly date immediately follows 12 months of consecutive employment.

4. In addition to the increases defined above, a faculty member may receive a one (1) step exceptional merit increase to be effective on his or her anniversary date. This exceptional merit award will be made at the full discretion of the administration of the CMDNJ. The administration agrees to publish the methodology and criteria for awarding the exceptional merit increases and to promulgate to the faculty of CMDNJ the names, titles, department and school of all recipients. This section (4 of Article VIII) is not subject to the grievance procedure of Article V.

5. Faculty members who are promoted to a higher academic rank will be moved to the next higher step on their present salary range and then moved to the step represented by the equivalent or next higher dollar amount on the salary range of the rank to which they are being promoted. Thus, in all instances, promotions shall result in salary adjustments which are at least equal to one (1) increment.

6. Depending upon the appropriation of State funds by the Legislature, each faculty member will be moved to the step on the Unit-Based Compensation System (see Appendix 3) represented by the equivalent or next higher dollar amount on the salary range of his or her rank, beginning on the first pay period of January, 1977.

7. In the event that less than 2% of such appropriations are necessary to fund the Unit-Based Compensation System (Appendix 3), the difference between the actual funding and the 2% shall be used to award one-time cash payments to those faculty members on Step 10 or Step 11 of the 1976-1977 faculty salary schedule at the time of implementation. (Appendix 2.) Such payments shall be in accordance with a system negotiated by the parties and shall not constitute a modification of the College's Unit-Based Compensation System.

8. In the event that the State Legislature enacts an appropriations of funds less than seven (7) percent, the College and the Association shall re-open negotiations on this specific issue (and only this issue) for the expressed purpose of providing for both an increase in the 1975-1976 Salary Compensation Schedule (Appendix 1) and the change to the Unit-Based Compensation System during the term of FY 1976-1977.

## ARTICLE IX

### FRINGE BENEFITS

Any fringe benefits uniformly affecting all employees in the unit in effect on the date of this Agreement shall remain in effect except to the extent they are modified by the terms of this Agreement. Should changes in any of the programs defined herein be affected by legislation during the term of this Agreement, all such changes appropriate to the members of this unit shall be made and implemented in accordance with the provisions of such legislation.

The identified benefits are:

#### 1. Vacation

a.) Full time (12 month) faculty members are entitled to vacation of one (1) month (22 working days) for eleven (11) months of service except that during the first calendar year of appointment the full-time faculty member shall accrue vacation at the rate of one-and-one-half (1½) days per month.

b.) Vacation accrued in any fiscal year must be taken by the close of the following fiscal year or be forfeited.

c.) In instances where faculty are permanently employed at half-time or more, but less than full-time, or where service is for less than a full year, (first and last years of employment) the following conversion formula determines accrued vacation days:

Vacation days - per cent of appointment X months employed X annual rate  
1.00 12

#### 2. Health Benefits

The College offers all faculty members and their dependents Blue Cross-Blue Shield with Rider J and Major Medical Insurance at no cost to the faculty member. Such coverage is effective the first day of the month following two full months of employment and is subject to completion of the appropriate forms; coverage is not automatic.

#### 3. Alternate Benefit Plan

All eligible faculty members shall be enrolled in the Alternate Benefit Plan. The Alternate Benefit Plan is administered by the New Jersey Division of Pensions, is subject to appropriate legislation, and has three elements:

- a.) Retirement Annuity Plan
- b.) Group Life Insurance Plan
- c.) Disability Insurance Plan

**4. Prescription Drug Program**

The State administered Prescription Drug Program shall be extended to all eligible members of this bargaining unit and eligible dependents as soon as practicable following a signed agreement.

Each prescription required by competent medical authority for Federal legend drugs shall be paid for by the State subject to a deductible provision which shall not exceed \$1.25 per prescription or renewal of such prescription and further subject to specific procedural and administrative rules and regulations of the State Program.

Each bargaining unit member, shall after extension of the Program to this unit, be provided with an authorization and identification card, a list of participating pharmacies in the Program and a brochure describing the details of the Program.

The authorization and identification card shall include the Association identification and emblem.

The program shall be continued during the fiscal year 1976-1977 and the State shall provide any necessary funds to maintain the current program.

**5. Other**

The College provides Workman's Compensation benefits and Social Security Benefits to all eligible faculty.

Comprehensive information on all fringe benefits programs shall be available in the Personnel Office of each campus.

**ARTICLE X**

**FACULTY TRAVEL**

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

1. The faculty member will have complied with the travel regulations of the College.

2. It shall be the responsibility of the faculty member to provide adequate substitutes for all regularly scheduled College activities in his or her absence. Such substitutes must have the prior approval of the department chairperson.

3. Funds to support faculty travel shall be allocated on a departmental basis and to the extent of money allocated, faculty travel will normally 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 faculty member.

4. This provision shall not alter the right of the College to make qualitative judgments as to the merits of any particular travel request and to make judgements as to the overall needs of the institution.

## **ARTICLE XI**

### **PROFESSIONAL DEVELOPMENT**

In recognition of the new Compensation Plan stipulated in Article VIII above, the College shall undertake a good faith effort to achieve comparable standards of Professional Development at all units of the College. Nothing in this provision shall be construed to reduce the overall standards of Professional Development at any of the units; nor shall anything in this provision be construed to relieve members of the bargaining unit at any of the units of their full academic and other College responsibilities. Professional Development shall not be used for justification of remunerative employment outside the College.

## **ARTICLE XII**

### **DISTRIBUTION OF OVERALL COURSE SCHEDULES**

The administration of each school shall make a good faith effort to distribute the overall course schedule for the academic year to the faculty of that school no later than one (1) calendar month after its approval.

Development of the academic calendar is a matter determined by the College-wide By Laws. Therefore, agreement on the distribution of the overall course schedule in each school makes no comment on the negotiability of the content of the academic calendar or overall course schedule by the Association.

## **ARTICLE XIII**

### **REGISTRATION OF VEHICLES AND RELATED FEES**

1. Fees for registration of vehicles or fees for parking for faculty constitute a term and condition of employment and should ordinarily be negotiated prior to their imposition or change.
2. The \$5.00 annual fee initiated on October 1, 1974, is a registration fee. The purpose of this fee is to regulate the use of lots at the Piscataway and Newark campuses and to assure that no unauthorized vehicles are parked at such lots.
3. The \$5.00 annual fee for each authorized vehicle shall not be changed prior to June 30, 1977.

## **ARTICLE XIV**

### **DURATION OF THE AGREEMENT**

This Agreement shall remain in full force and effect from the date of execution thereof through June 30, 1977. 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, 1976 or September 30 of any subsequent year for which this Agreement was automatically renewed. Official notice to the College will be made by addressing the President of the College. Official notice to the Association will be made by addressing the President of the Association.

## **ARTICLE XV**

### **A. REOPENING OF NEGOTIATIONS**

Following final resolution of those issues presented in writing by the Council of Chapters of the A.A.U.P. which are currently being determined by the State of New Jersey Public Employment Relations Commission as to their scope of negotiability (see Petition signed 10/10/75 by the Director of the Office of Employee Relations), the parties agree to meet for the purpose of negotiating possible adjustment of the Agreement. Such negotiations shall be limited to those issues found to be within the scope of negotiability.

As provided in Article V, Section H, and Appendix 4, following submission of the report by the Sub-Committee on Grievances, the parties agree to meet for



the purpose of negotiating possible adjustment of the Agreement. Such negotiations shall be limited to those issues considered by the Sub-Committee.

Pending conclusion of such negotiations on grievances, the Grievance Procedure stipulated in Article V shall remain in effect.

## **B. THE NEGOTIATION PROCEDURE FOR FUTURE AGREEMENTS**

1. 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 faculty of the College.
2. The parties recognize that the negotiating process is bound up with the State budget process and will endeavor in good faith to reach agreement in time to influence the budget process.
3. Any agreements so negotiated shall be reduced to writing.
4. The College agrees to recognize seven (7) faculty members designated by the Association as representatives for collective negotiations. The Association shall provide the College with written notice of the names of such faculty members. This designation shall not preclude the Association from designating substitutes for its representatives nor from enlarging the number by mutual consent of the parties to provide for factual knowledge or expertise with respect to a particular subject under discussion at particular negotiating sessions.
5. The parties mutually pledge that their chief representatives shall be clothed with the necessary power and authority to make proposals and counter-proposals in the course of negotiations.
6. If agreement cannot be reached between the Association and the College, either party has the right to declare an impasse and request assistance procedures through mechanisms provided by applicable State law.

## **ARTICLE XVI**

### **AVAILABILITY OF CONTRACTS**

Within thirty (30) days after the signing of this Agreement by both parties, one thousand (1,000) copies of this Agreement shall be printed by the College.

The College will deliver two hundred (200) copies to the Association for their office use and will arrange distribution to all members of the recognized unit now employed or thereafter employed by the College. In the case of future faculty members, distribution shall be affected at the time of Personnel processing.

All stipulations noted above in the first paragraph shall also apply to any and all memoranda of understanding reached by both parties during the term of this agreement.

## **ARTICLE XVII**

### **CONFORMITY TO LAW**

1. This Agreement is subject in all respects to the laws of the United States and the State of New Jersey. In the event that any provision of this Agreement shall at any time be held to be contrary to law such provision shall be void and inoperative. All other provisions of this Agreement shall continue in effect.

2. It is understood and agreed that any provision of this Agreement which require amendment to existing law or the appropriation of funds for their implementation shall take effect only after the necessary legislative action.

## **ARTICLE XVIII**

### **BULLETIN BOARDS**

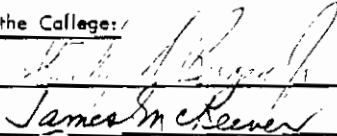
The Association shall be permitted to post notices of its activities and matters of Association concern on one bulletin board in each department. As a matter of courtesy, the Association shall provide the Personnel Office in each unit with a copy of all postings. The parties recognize that College property is not an appropriate place for posting material which constitutes election campaign material for or against any person, organization, or faction thereof. Any material to which the College objects shall be removed and shall be subject to discussion by the Committee established in Article IV.

ARTICLE XIX

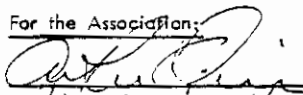
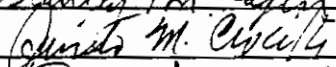
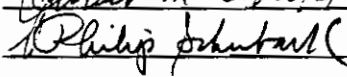
COMPLETE AGREEMENT

This agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiations. 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 governing working conditions 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.

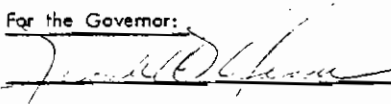
For the College:

  
\_\_\_\_\_  
James M. Keener  
\_\_\_\_\_  
\_\_\_\_\_

For the Association:

  
\_\_\_\_\_  
Stanley Van Buren  
  
\_\_\_\_\_  
Dennis M. Cicci  
  
\_\_\_\_\_  
Philip Schutart

For the Governor:

  
\_\_\_\_\_  
Frank R. Lautner

## APPENDIX 1

College of Medicine & Dentistry of New Jersey  
Faculty Salary Schedule

1975-1976

|           |    | 91         | 92            | 93           | 94        |
|-----------|----|------------|---------------|--------------|-----------|
| RANGE     |    | INSTRUCTOR | ASSIST. PROF. | ASSOC. PROF. | PROFESSOR |
| Increment |    | \$ 830     | \$ 1,054      | \$ 1,317     | \$ 1,448  |
| STEP      | 1  | \$ 16,595  | 20,152        | 23,708       | 28,449    |
|           | 2  | 17,425     | 21,206        | 25,025       | 29,897    |
|           | 3  | 18,255     | 22,260        | 26,342       | 31,345    |
|           | 4  | 19,085     | 23,314        | 27,659       | 32,793    |
|           | 5  | 19,915     | 24,368        | 28,976       | 34,241    |
|           | 6  | 20,745     | 25,422        | 30,293       | 35,689    |
|           | 7  | 21,575     | 26,476        | 31,610       | 37,137    |
|           | 8  | 22,405     | 27,530        | 32,927       | 38,585    |
|           | 9  | 23,235     | 28,584        | 34,244       | 40,033    |
|           | 10 | 24,065     | 29,638        | 35,561       | 41,481    |
|           | 11 | 24,895     | 30,692        | 36,878       | 42,929    |

**APPENDIX 2**

**College of Medicine & Dentistry of New Jersey**

**Faculty Salary Schedule**

**1976-1977**

**(See Article V(II))**

| RANGE     |    | <b>91</b>  | <b>92</b>     | <b>93</b>    | <b>94</b> |
|-----------|----|------------|---------------|--------------|-----------|
|           |    | INSTRUCTOR | ASSIST. PROF. | ASSOC. PROF. | PROFESSOR |
| Increment |    | \$ 872     | \$ 1,107      | \$ 1,383     | \$ 1,520  |
| STEP      | 1  | 17,425     | 21,160        | 24,893       | 29,871    |
|           | 2  | 18,297     | 22,267        | 26,276       | 31,391    |
|           | 3  | 19,169     | 23,374        | 27,659       | 32,911    |
|           | 4  | 20,041     | 24,481        | 29,042       | 34,431    |
|           | 5  | 20,913     | 25,588        | 30,425       | 35,951    |
|           | 6  | 21,785     | 26,695        | 31,808       | 37,471    |
|           | 7  | 22,657     | 27,802        | 33,191       | 38,991    |
|           | 8  | 23,529     | 28,909        | 34,574       | 40,511    |
|           | 9  | 24,401     | 30,016        | 35,957       | 42,031    |
|           | 10 | 25,273     | 31,123        | 37,340       | 43,551    |
|           | 11 | 26,145     | 32,230        | 38,723       | 45,071    |

**APPENDIX 3**

**College of Medicine & Dentistry of New Jersey**

**Unit-Based Compensation System**

**1976-1977**

**(See Article VIII)**

| RANGE |    | 91<br>INSTRUCTOR |          | 92<br>ASSIST.PROF. |          | 93<br>ASSOC.PROF. |          | 94<br>PROFESSOR |          |
|-------|----|------------------|----------|--------------------|----------|-------------------|----------|-----------------|----------|
|       |    | Units/Amount     |          | Unit/Amount        |          | Unit/Amount       |          | Unit/Amount     |          |
| Step  | 1  | 88.4             | \$17,710 | 108.0              | \$21,637 | 128.1             | \$25,664 | 149.3           | \$29,911 |
|       | 2  | 92.1             | 18,451   | 112.5              | 22,538   | 133.5             | 26,745   | 155.6           | 31,173   |
|       | 3  | 96.0             | 19,233   | 117.2              | 23,480   | 139.1             | 27,867   | 162.1           | 32,475   |
|       | 4  | 100.0            | 20,034   | 122.1              | 24,462   | 144.9             | 29,029   | 168.9           | 33,837   |
|       | 5  | 104.2            | 20,875   | 127.2              | 25,483   | 151.0             | 30,251   | 176.0           | 35,260   |
|       | 6  | 108.6            | 21,757   | 132.5              | 26,545   | 157.3             | 31,513   | 183.4           | 36,742   |
|       | 7  | 113.2            | 22,678   | 138.1              | 27,667   | 163.9             | 32,836   | 191.1           | 38,285   |
|       | 8  | 118.0            | 23,640   | 143.9              | 28,829   | 170.8             | 34,218   | 199.1           | 39,888   |
|       | 9  | 123.0            | 24,642   | 149.9              | 30,031   | 178.0             | 35,661   | 207.5           | 41,571   |
|       | 10 | 128.2            | 25,684   | 156.2              | 31,293   | 185.5             | 37,163   | 216.2           | 43,314   |
|       | 11 | 133.6            | 26,765   | 162.8              | 32,615   | 193.3             | 38,726   | 225.3           | 45,137   |

Each Unit = \$200.34

Appendix 4

College of Medicine & Dentistry of New Jersey

SUB-COMMITTEE ON GRIEVANCE COMMITTEE

It is mutually agreed by the undersigned that a sub-committee is hereby established to review and recommend to the full negotiating committees of the Council of Chapters of the A.A.U.P. and the College of Medicine and Dentistry of New Jersey appropriate changes in the current grievance procedure (Article V) of their collective bargaining agreement.

The sub-committee shall consist of a total of six (6) members: three (3) appointed by the Council of Chapters and three (3) appointed by the College.

Included in the sub-committee's review and recommendations shall be all grievance-related proposals from both parties currently at issue in their contract negotiations and such other grievance-related items as the sub-committee deems appropriate. Concerning the latter, special emphasis shall be given to:

- a.) the development of procedural guidelines for the various steps of the grievance machinery;
- b.) the issue of addressing grievances that fall within neither the jurisdiction of the collective bargaining agreement nor that of the various College and/or School By-laws.

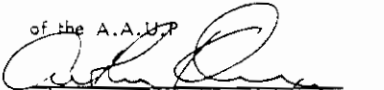
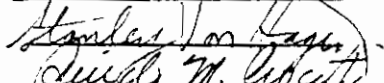
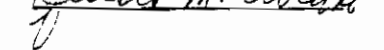
To assist it in its deliberations, the sub-committee shall be required to call such witnesses and/or consultants from within or without the College as it deems appropriate. The committee shall incur no expenses in this regard except for travel reimbursement.

All costs incurred by the sub-committee, presumed to be minimal, shall be shared equally by the Council of Chapters of the A.A.U.P. and the College and shall be mutually agreed upon.

The sub-committee shall present its recommendations in writing to the full negotiating committees no later than ninety (90) days following the signing of the collective bargaining agreement.

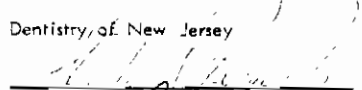
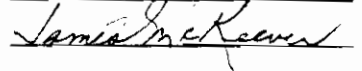
For the Council of Chapters

of the A.A.U.P.

For the College of Medicine and

Dentistry, of New Jersey

For the Governor:

