

**COLLECTIVE BARGAINING
AGREEMENT**

between the

**UNIVERSITY of MEDICINE and
DENTISTRY
of NEW JERSEY**

And the

***Health Related Professions Faculty
Association/NJEA***

(July 1, 2005 - June 30, 2010)

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PREAMBLE

This Agreement is effective July 1, 2005 by and between the University of Medicine and Dentistry of New Jersey (hereinafter called the University) and the Health Related Professions Faculty Association/NJEA at the UMDNJ (herein after called the Association). The parties recognize that it is the responsibility of the University 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 terms and conditions of employment. To this end they mutually enter into this Agreement intended to state the employment 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 faculty and all part-time teaching and/or research faculty who are employed at 50% or more of full-time at the UMDNJ-School of Health Related Professions, but specifically excluding all faculty members who are employed by the University 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, Program Director), 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 II

DEFINITIONS

A. The term "Negotiating Unit" used in this Agreement shall mean the negotiating unit as described in Article I.

B. The term "Association" as used in this Agreement shall mean the Health Related Professions Faculty Association, the recognized majority representative for the negotiating unit.

C. The term "University" as used in this Agreement shall mean the University of Medicine and Dentistry of New Jersey representing the School of Health Related Professions (SHRP).

D. The term "parties" when used in this Agreement shall mean the University and the Association in its capacity as exclusive majority representative of the employees in the negotiating unit.

E. Faculty...refers to all faculty members as described in Article I, Recognition.

F. Grievant...a member of the Association who has filed a grievance under Article V.

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

H. Program...a departmental subgroup with a discrete professional identification.

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 faculty of the University.

B. 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.

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

D. 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. If agreement cannot be reached between the Association and the University, either party has the right to declare an impasse and request assistance procedures through mechanisms provided by applicable State law.

E. 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 provisions 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. It is understood and agreed that the University is the responsible public employer pursuant to Sec. 7(s) of Chapter 325, PL. 1981. Accordingly, the University will comply with all terms and conditions set forth in this Agreement.

F. 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 involving terms and conditions of employment, whether in Bylaws or elsewhere, 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.

G. The University agrees to recognize five faculty members designated by the Association as representatives for collective negotiations. The Association shall provide the University 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.

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

I. The Association agrees that, in the event any provision of this Agreement would inhibit Federal funding, it would be willing to reopen negotiations with respect to a substitute for the affected provision to the extent permitted by law.

ARTICLE IV

PERSONNEL FILES

A. The permanent personnel file is kept in the Office of the Dean of the faculty member's educational unit. Within five (5) working days of the request and with reasonable notice, faculty members shall have the opportunity at the campus where employed to review and examine pertinent documents including those related to performance evaluation and conduct in their individual, permanent personnel files. The University shall honor the request of the faculty member for copies of documents in their permanent personnel file. The University shall have the right to have the review and examination take place in the presence of an appropriate official of the University. The cost of copying said documents shall be borne by faculty members. The faculty member may file a written response of reasonable length to any memorandum or document which is derogatory or adverse provided such response is made within twenty-one (21) calendar days of the receipt of the memorandum or document. Such response will be included in the permanent personnel file and will be attached to and retained with the document in question. If any material derogatory or adverse to the faculty member is placed in the permanent personnel file in question, a copy of such material shall be sent to the faculty member.

B. No document of anonymous origin shall be placed in the permanent personnel file or used against any faculty member in any personnel action.

C. Letters of recommendation relating to initial appointment and promotion which were solicited under conditions of confidentiality shall be excluded from the faculty member's inspection.

D. Information which is mutually agreed to be in error shall be corrected or expunged from the permanent personnel file.

E. Any item which may deal specifically with a faculty member's retention, dismissal, salary improvement, promotion, or tenure which was not previously transmitted to the faculty member and which is to be relied upon in personnel action shall be made available to the faculty member and a reasonable time provided to respond.

F. The faculty member may add to those records such material as the individual believes necessary to give reasonable representation of individual's record.

G. Documents which have been placed in the permanent personnel file may be used in any personnel action. Other documents may be used as appropriate as long as they have been previously seen by the faculty member.

ARTICLE V

GRIEVANCE PROCEDURE

A. Definition of Grievance:

The term "Grievance" shall mean an allegation that there has been: A breach, misinterpretation or improper application of the terms of this Agreement; or violation, misinterpretation, or misapplication of rules or regulations, bylaws, existing policy, or orders of the University affecting the terms and conditions of employment.

B. Purpose:

1. The purpose of this procedure is to assure prompt and equitable solutions of problems arising from the administration of this Agreement or other conditions of employment by providing an exclusive vehicle for the settlement of faculty grievances.
2. It is agreed that the individual faculty member is entitled to utilize this grievance procedure and to Association representation in accordance with the provisions thereof. He shall not be coerced, intimidated or suffer any reprisals as a direct or indirect result of its use.

C. General Provisions:

1. No grievance settlement reached under the terms of this Agreement shall add to, subtract from, or modify any terms of this Agreement.
2. Grievance resolutions or decisions shall not constitute a precedent in any other grievance or other proceedings unless a specific Agreement to that effect is made by the University and the Association. This shall not be construed to preclude either party from introducing relevant evidence, including such grievance resolutions, as to the prior conduct of the other party.
3. The grievant, Association representative and the University have the right to examine or cross-examine witnesses who appear at any step of this procedure.
4. Grievance records shall not be part of the personnel file utilized in the promotion or retention process unless such grievance records pertain to the matter under consideration.

5. Where University or SHRP policies, procedures, rules, regulations or bylaws have been incorporated by reference into this Agreement, grievances alleged as a result of a violation, misinterpretation, or misapplication of such policies, procedures, rules, regulations or bylaws shall not be arbitrable.

D. Preliminary Informal Procedure:

A faculty member may orally present and discuss a grievance with his or her program director or department chairperson on an informal basis. At the faculty member's option, he or she may request the presence of an additional faculty member. If the faculty member exercises this option, the department chairperson may determine that such grievance be instead moved to the first formal step.

Should an informal discussion not produce a satisfactory settlement, the grievant may move the grievance to the first formal step.

Informal discussions shall not serve to extend the time within which a grievance must be filed, unless such is agreed to in writing by the University official responsible for the administration of the first formal step of the grievance procedure.

E. Time Sequence for File and Decision

1. A grievance must be filed on a form agreed upon by the Association and the University at Step One within twenty one (21) calendar days from the date on which the act which is the subject of the grievance occurred or twenty one (21) calendar days from the date on which the grievant should reasonably have known of its occurrence, whichever is later.

2. Reference to days in this procedure refers to calendars days, except as otherwise specified by written agreement.

3. Should a grievance not be satisfactorily resolved or should no decision be forthcoming in the prescribed time at Step One the grievance may, within three (3) working days, be submitted in writing to the next step. A lack of response by the University within the prescribed time, unless time limits have been extended by mutual agreement, shall be construed as a negative response.

4. Where the subject of the grievance suggests it is appropriate and where the parties mutually agree, a grievance may be initiated at or moved to Step Two without a hearing at a lower step.

5. If the finding or resolution of a grievance at any step in the grievance procedure is not appealed within a prescribed time, said grievance will be considered settled on the basis of the last answer provided, and there shall be no further appeal or review.

6. Time limits under this article may be changed by mutual agreement only.

7. Hearings shall be held and decisions made after a scheduled grievance hearing shall be rendered in writing within the time limits below:

a. at Step One within twenty one (21) days;

b. at Step Two within twenty one (21) days of the receipt of the appeal from the Step One decision.

F. Grievance Steps:

A grievance shall be presented and adjusted in accordance with the steps outlined below:

Step One

In the event the matter is not resolved informally, the grievance may be submitted in writing to the department chairperson who shall hear the grievance and render a decision in writing. The grievant may be represented or accompanied by another faculty member.

Step Two

If the grievance is not resolved satisfactorily at Step One, it may be appealed to the Dean of the School of Health Related Professions.

The Dean or his/her designee will conduct a hearing and render a decision. The grievant may be represented by the President of the Association or by his/her designee.

Step Three

1. All appeals of grievance dispositions at Step Two which grievances allege as arbitrary, discriminatory or improper application of, or failure to act pursuant to bylaws, written policies, rules or regulations of the University, or statutes, which prescribe terms and conditions of employment, shall be processed as provided in subsection (2) below. All appeals of grievance dispositions at Step Two arising out of an

alleged breach, misinterpretation or improper application of the terms of this Agreement or a violation of applicable written University promotion or reappointment procedures shall be processed as provided in section (3) below.

2. If the grievant or the department chairperson is not satisfied with the written decision of the Dean, a written appeal shall be sent to the Sr. Vice President for Academic Affairs or his/her designee within twenty one (21) days. In the event that the Sr. Vice President for Academic Affairs or his/her designee dissents from the decision of the Dean, he shall counsel the Dean. In any case, the Sr. Vice President for Academic Affairs or his/her designee shall render a final decision within twenty one (21) days from receipt of the Dean's decision. Copies shall be sent to the grievant, the Association and the Dean. The Sr. Vice President for Academic Affairs or his/her designee's decision shall be final.

3. If the Association or the University is not satisfied with the disposition at Step Two of a grievance, within twenty one (21) days from the determination at said Step, the Association, as representative of the faculty member, upon written notification of intent to arbitrate to the Office of Labor Relations and the Office of Legal Management or the University upon written notification to the Association and the Office of Legal Management, may appeal that decision and state intention to arbitration. The arbitrator shall conduct a hearing and investigation to determine the facts and render a binding decision for the resolution of the grievance. Such decision shall be binding in instances of promotion and reappointment solely with respect to the correction of a finding of procedural violation(s). In no case shall an arbitrator recommend promotion or reappointment of a grievant. Where a procedural violation has been found, the arbitrator shall remand the issue to the body that committed the procedural violation so that such body may correct such violation(s). In no event shall an arbitrator's decision have the effect of adding to, subtracting from, modifying or amending the provisions of the Agreement, or any policy of the State or the University.

In both disciplinary and non-disciplinary cases, a neutral arbitrator may hear and decide only one grievance during arbitration proceeding unless otherwise mutually agreed in writing by the parties. In the event either party asserts the grievance is barred or waived by the grieving party's failure to follow procedures or adhere to the time limits specified in this Article, the neutral arbitrator selected in accordance with the provisions contained herein, shall render a decision as to the waiver or bar of the issue prior to any hearing on the merits of the grievance, unless the parties mutually agree in writing otherwise.

Arbitration shall be confined solely to the application and/or interpretation of this Agreement and the precise issue(s) submitted for arbitration. The arbitrator shall have no authority to determine any other issue. The arbitrator shall refrain from issuing any statement of opinion or conclusions not essential to the determination of the issue(s) submitted. The arbitrator shall not substitute his or her judgment for academic or medical judgments rendered by the persons charged with making such judgments. Nor shall the arbitrator review such decisions except for the purpose of determining whether the decision has violated this Agreement.

Any costs resulting from this procedure shall be shared equally by the parties.

The arbitrator making a binding determination of a grievance has the authority to prescribe a compensatory award to implement the decision.

Within thirty (30) days of the execution of this Agreement the parties shall mutually agree upon a panel of three (3) arbitrators. Each member of the panel shall serve by random selection as the sole arbitrator for a given case. Where a member of the panel is unable to serve, another member shall then serve by random selection. In the event the parties are unable to agree upon a panel of arbitrators within thirty (30) days, arbitrators shall be selected on a case-by-case basis under the selection procedure of the Public Employment Relations Commission until such time as the parties agree upon a panel.

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 and pursuant to Article III, Number 4.

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 faculty members and which are not inconsistent with the express provisions of this Agreement.

C. On an annual basis, each faculty member shall be assessed and evaluated as to professional competence in the performance of his or 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 or her evaluation date and shall be incorporated in the permanent personnel file.

ARTICLE VII

ASSOCIATION RIGHTS

A. Association Rights

1. 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 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 University 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. Copies of these memoranda or letters informing the Dean and Chairpersons shall be sent to the faculty member and the President of the Association. 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 University property at reasonable times provided that this shall not interfere with or interrupt normal University operations, and provided further that timely request for such utilization is made in advance.
4. The Association shall have the right, in accordance with University procedure, to make reasonable use of University duplicating, computing, office and audiovisual 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 University.

B. Dues Deduction

1. The University agrees to deduct from each faculty paycheck the professional dues of the Association, provided said faculty 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 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. Dues deduction for any faculty member in the negotiating unit shall be limited to the Association.

2. Faculty members 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 with the responsible payroll clerk.

C. Representation Fee

1. Effective July 1, 2005, and continuing through the last pay period prior to the expiration of this Agreement, all faculty members 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 faculty member 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 Union that more than 50% of the eligible employees in the negotiating unit are dues paying members of the Union. If at the signing of this Contract the above percentage has not been achieved, the agency fee plan will be continued through July 2006, 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 of the Contract 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 faculty members 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 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 fee.

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 faculty member 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 faculty member 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 faculty member which represents the faculty member'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 Faculty member 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 faculty member dissatisfied with the Association's decision may appeal to the three (3) member board established by the Governor.

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. Communication

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.

F. Posting

The Association shall be permitted to post notices of its activities and matters of the Association concern on one bulletin board in each department. As a matter of courtesy, the Association shall provide the Personnel Office in each unit a copy of all postings. The parties recognize that University 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 University objects shall be removed and shall be subject to discussion by the committee established in Article VII, Section E.

G. Preparation for Negotiations

For the purpose of preparing for negotiations, the University agrees to furnish to the Association, upon request, information in accordance with applicable statutes.

- H. The University may provide office space to the Association when available and operationally feasible.

I. Notice of Employment

The University will provide notice of new hires to the Association, including employment date and proposed date of faculty appointment.

J. Association Meeting

The Association will be provided an opportunity to meet with the faculty as a whole immediately after the conclusion of business at the first general faculty meeting in the fall of each academic year.

ARTICLE VIII

POLICY STATEMENT

The University and the Association adopt the following as policy during the life of this Agreement:

- A. The University 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.
- B. The Association recognizes its responsibilities as negotiating agent and agrees to represent all faculty in the negotiating unit.
- C. Individual contracts entered into between the University and individual faculty members shall not conflict with the terms of this Agreement.
- D. The University agrees to involve the faculty in the effectuation of University policies determining terms and conditions of employment as set forth in Article III, paragraph F.
- E. Where any University 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.
- F. Neither the Association nor any faculty member represented by it will engage in or support any strike, work stoppage, or other job action.
- G. The University shall not institute or support any lockout of faculty.
- H. Where there is a disagreement between a faculty member and the chairperson as to any evaluation of his/her performance of academic duties, the faculty member may invite another faculty member to be present as an advisor in the discussion of such disagreement with the chairperson.
- I. When a faculty member participates in teaching or patient care responsibilities at an academic center other than his or her own, reasonable notice shall be given, cost of transportation if required shall be approved, and the schedule of work assignments to such faculty shall be reflective of and consistent with obligations involved.

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:

A. Vacation

1. Full-time (12-month) faculty members are entitled to vacation of 22 working days.
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 faculty are permanently 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 faculty member 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 Faculty Unit Members

Faculty unit members shall be entitled to the following holidays: New Year's Day, Martin Luther King's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, day after Thanksgiving, and Christmas. In addition, faculty unit members shall be allowed three (3) float holidays, to be scheduled in conjunction with the approval of the Program Director or supervisor.

C. Health Benefits Program

The University shall provide unit members the health benefits eligible State employees receive under the State Health benefits Program Act. Should negotiation or legislative action change the benefits for State employees during the terms of the Agreement, the benefits for eligible members of the unit shall change accordingly.

D. Prescription Drug Program

It is agreed that the State shall continue the Prescription Drug Benefit Program during the period of this Agreement. The Program shall be funded and administered by the State. It shall provide benefits to all eligible bargaining unit members and their eligible dependants. Each prescription prescribed by competent medical authority for Federal legend drugs shall be paid for by the State from funds provided by the Program subject to deductible provision which shall not exceed \$10.00 per prescription or renewal of such prescriptions unless otherwise provided by statute and shall be subject to specific procedural and administrative rules and regulations which are part of the Program.

E. Dental Care Program

1. The State shall continue the Dental Care Program during the period of this Agreement. The Program shall be administered by the State and shall provide benefits to all eligible faculty members and their eligible dependents.

2. Participation in the Program shall be voluntary with a condition of participation being that each participating employee authorizes a biweekly salary deduction not to exceed fifty percent (50%) of the cost of the type of coverage elected: e.g., individual employee only, husband and wife, parent and child or family coverage.

3. There shall be only one opportunity for each eligible faculty member to enroll each year and elect the type of coverage desired and, once enrolled, continued participation shall be mandatory for that year.

4. An optional Group Dental program which will provide services through specific dental clinics will be made available to employees in this unit when legally and administratively feasible. Participation in this program shall be voluntary with a condition that each participating employee authorizes a biweekly salary deduction not to exceed 50 percent of the cost of the coverage for a one-year period. When the new program is available, the employee will be able to enroll in only one of the two programs or in no program at all.

F. 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 (3) elements:

1. Retirement Annuity Plan
2. Group Life Insurance Plan
3. Disability Insurance Plan

G. Deferred Compensation Plan

The University shall continue to permit eligible faculty to participate in the Deferred Compensation Plan so long as the State maintains the plan.

Faculty may voluntarily authorize deferment of a portion of their earned base salary so that the funds deferred can be placed in an Internal Revenue Service approved Federal Income Tax exempt investment plan. The deferred income so invested and the interest or other income return on the investment are intended to be exempt from current Federal Income Taxation until the individual employee withdraws or otherwise receives such funds as provided in the plan. It is understood that the State shall be solely responsible for the administration of the plan and the determination of policies, conditions and regulations governing its implementation and use.

The State shall provide literature describing the plan as well as a required enrollment or other forms to all employees when the plan has been established.

It is further understood that the maximum amount of deferrable income is determined by applicable Federal laws and IRS regulations. Faculty should consult the Human Resources Offices on their respective campuses before making a final decision on this program.

H. Workers Compensation

1. Any member in this bargaining unit 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 will 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%) per cent 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 a medical leave of absence under University Policy.

3. Comprehensive information on all fringe benefits programs shall be available in each Campus Human Resource Office.

ARTICLE X

TUITION REIMBURSEMENT PROGRAM

A. Faculty 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 current SHRP graduate tuition rate.

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

C. Tuition reimbursement under A 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 faculty member is enrolled in a program requiring more than nine credits per semester, he/she may apply to the Dean of the School of Health Related Professions for special consideration.

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

E. The limit of reimbursement credits under A above shall be set at ninety (90) credits during the employment of the faculty at the University. The limits, under B above, shall be set at twenty-seven (27) credits during the employment of the faculty at the University.

F. In order for a faculty member to receive a commitment for reimbursement he or she must submit a written request to the chairperson of the department who shall recommend approval by the Dean on the basis of the following guidelines:

(1) the faculty member's program director supports the request;

(2) the course or courses are deemed relevant to the faculty member'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.

G. In order to secure reimbursement the faculty member 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 faculty member, under A above, must maintain the grade point average required for successful completion of his or her program of study.

H. Any tuition paid on behalf of a bargaining unit member will be reimbursed to the University (SHRP) 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

FACULTY TRAVEL

A. Travel By Auto

Use of University-owned vehicles for faculty travel will be governed by Presidential Policy (00)-01-70-26:00. Use of privately-owned vehicles for faculty travel will be governed by Presidential Policy (00)-01-90-15:05.

B. Reimbursement

Reimbursement for expenses incurred while traveling on official University business including approved scholarly and professional activities will be in accordance with Presidential Policy (00)-01-50-05:00.

ARTICLE XII

COMPENSATION

1. Effective December 26, 2005, the pay scale will be adjusted so that the minima and maxima will be increased by 15%. **Every year thereafter, the pay scale minima and maxima will be increased by the across the board amount.**

2. Effective January 1, 2006 the following pay increases will take effect:

Year	Effective Date	Across the Board	Merit	Total Avg. Increase
FY06	12/25/05	2.25%	0%-4.5% with an avg. of 2.25%	4.50%
FY07	9/3/06	2.375%	0%-4.75% with an avg. of 2.375%	4.75%
FY08	9/2/07	2.375%	0%-4.75% with an avg. of 2.375%	4.75%
FY09	8/31/08	2.375%	0%-4.75% with an avg. of 2.375%	4.75%
FY10	9/6/09	2.5%	0%-5% with an avg. of 2.5%	5.00%

The salary increases in this Section shall be subject to the following terms and conditions:

- a. All unit members hired on or before June 1 of the calendar year in which each across-the-board increase is effective, shall receive an across-the-board increase. All unit members hired on or before June 1 of the calendar year in which each merit increase is effective, and who received performance evaluations of satisfactory or better for the preceding fiscal year may receive a merit increase. Unit members who received less-than-satisfactory performance evaluations for the fiscal year preceding the effective date of each merit adjustment shall not be eligible to receive a merit increase.
- b. All salary increases shall be calculated based upon the unit member's salary as of the day prior to the effective day of each salary increase.

- c. The pool for merit increase for FY2006, FY2007, FY2008, FY2009 and FY2010 shall be based upon the combined academic base salary payroll from members of both bargaining-units (NJEA Faculty & NJEA Academic Supervisors) eligible for merit increases as of the first full payroll period in August of FY2006, FY2007, FY2008, FY2009 and FY2010, respectively. The University shall disburse the entire amount of merit adjustments pools in each year. These pools shall be as follows:

<u>Year</u>	
FY2006	2.25%
FY2007	2.375%
FY2008	2.375%
FY2009	2.375%
FY2010	2.5%

3. **Overload Pay**

Effective February 17, 2006 and annually thereafter, overload pay will be compensated as follows: FY06, \$650; FY07, \$800; FY08, \$850; FY09, \$900; FY10, \$950.

4. **Promotions**

When an individual faculty unit member 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 8% above the individual's current salary, whichever is greater.

5. **Extramural Support Incentive Awards**

Faculty unit members eligible shall be those who are principal investigators (PI) of grant proposals which provide salary support for their own salaries. These awards shall not increase the base academic salaries of faculty unit members, nor shall they be used in calculating fringe benefits. The faculty unit member may receive the bonus for each year that the grant support continues, and payment of the bonus will be made no later than September 30 following the fiscal year of the grant.

If a PI receives salary support from an external grant, the PI can obtain up to 25% of his/her salary as augmentation if the funding is not needed to hire additional faculty/staff and is allowable under the terms and conditions of the granting agency.

6. Salary Adjustments

Any salary adjustments for individuals or groups covered by this Agreement will be negotiated and approved by the applicable bargaining unit.

7. 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 on hard copy or disk. Quarterly, the University shall provide the Association documents memorializing all actions by the University Board of Trustees 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.

8. 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 documented market demand and/or extraordinary accomplishments.
- b. Out-of-cycle increments shall be in any amount but shall not increase salary beyond the maximum of the salary range.
- c. Out-of-cycle increases shall be promulgated by the University with approval from the Union.
- d. The Dean shall submit each nomination to the Senior Vice President for Academic Affairs with a curriculum vitae and letter of recommendation.
- e. 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.

ARTICLE XIII

FACULTY RESPONSIBILITIES

A. Teaching Responsibilities

For purposes of this agreement, teaching-related activity shall include class, lab, clinical and online teaching; clinical and academic coordination; and student advisement, including independent study, project research advisement, and dissertation advisement. In addition, because the 'teaching' component of online courses normally involves extensive development of instructional materials, development of such materials shall also constitute teaching-related activity.

The basic unit for quantifying teaching-related activity shall be the Teacher Credit Equivalent, or TCE starting in the fall semester of 2006. Computation of TCEs shall be based on the following:

1. 1 student credit of lecture/laboratory/academic coordination equals 1 TCE.
2. For courses titled "Independent Study", the student's advisor shall be given 1 TCE for every 15 student credit hours of independent study.
3. Clinical Coordination: TCE will be based on the number of course credits and the number of students:

<u># of students</u>	<u># of student credits</u>
<10	0.5 x # credits
10 – 24	1 x # credits
25-50	1.5 x # credits
> 50	2 x # credits

4. For doctoral dissertations, committee chairs shall be given two TCE per candidate per calendar year with a lifetime maximum of 4 credits per candidate.
5. Online Courses
 - a. For development of a completely new on-line course or conversion of a current course to full Internet format, faculty shall be awarded 1.33 times the full course credits in addition to technical assistance.
 - b. On line course enrollment will be limited to 20 students for a graduate course and 25 students for an undergraduate course;

additional enrollment shall require the faculty unit member's prior agreement or opening of a second section.

- c. For a structured content based web course with limited faculty-student discussion, enrollment will be limited to 65 students per section, per faculty member.

B. Academic Appointments

1. Faculty at the UMDNJ-School of Health Related Professions have either 10-month or 12-month academic appointments, based on the needs of the programs and the school. All $\geq 50\%$ faculty participate in teaching, advising, recruiting, university, community and professional service and scholarship.
2. All SHRP courses shall be taught and/or coordinated by faculty holding UMDNJ appointments.

C. Faculty Teaching Equivalent

Faculty on a 10-month contract will be responsible for either 18 or 24 teaching credits equivalents (TCE), Faculty on a 12-month contract will be responsible for either 24 or 30 TCE based on the following:

1. For the 18 TCE (10 mo.) or 24 TCE (12mo.) workload, faculty must in addition to their fulfilling the normal faculty teaching-related responsibilities, participate in a pre-approved meaningful way in one or more of the following:
 - a. Grant Writing
 - b. Scholarship and/or Research
 - c. Community Service
 - d. Others (as justified)

In order to be eligible, faculty will submit a 1-2 page outline of these activities no later than the beginning of the spring semester of each year explaining the additional activities. These activities may be approved prospectively each year by the Program Director in consultation with the chairperson for regular faculty and by the chair for Program Directors. Faculty will be notified within 30 days of submission. If the faculty plan is not submitted or approved, additional activities may be assigned up to a maximum of 6 TCE. Evaluation of the outcomes will occur in writing via the normal annual faculty review, evaluation, and goal-setting process. Based on programmatic needs or at the request of a faculty member, faculty may be exempted from

additional responsibilities other than teaching and requisite school service. Faculty on a 10-month contract will be responsible for a maximum of 24 TCE while those on a 12-month contract will be responsible for a maximum of 30 TCE.

2. Faculty who do not agree to the TCE workload assignment shall have the right to a committee review. Members of the review committee will be selected by the Dean on a rotating basis. One member of the committee will be the President of the bargaining unit or his/her designee. Other committee members will not be officers of the bargaining unit and must be outside of the department in which the faculty resides.
3. Notification of Workload: These provisions shall not limit the University's right to change workload assignments during the academic year.
 - a. Initial workload assignments for an academic year will be approved and communicated to the faculty member at least 3 weeks prior to the start of the academic year.
 - b. New faculty will be advised of their overall workload prior to the first day of work.
4. For faculty members at full work-load, participation in faculty practice is voluntary.

D. Clinical Teaching/Service Oriented Faculty

1. If a bargaining unit member is dedicated to University clinical teaching or service programs for 50% or more of his/her time, Section C above does not normally apply.
2. Faculty who are exclusively engaged in clinical teaching or service provision will be responsible for their regular week of service (35 – 50 hours).
3. Faculty who engage primarily in service and clinical teaching shall receive a three hours reduction in service or clinical education per one credit taught.

E. **Instructional Evaluation**

Representatives of the faculty from the bargaining unit shall be included in the development of any new procedures and/or tool(s) used for the purpose of course evaluation. The representatives will be appointed by the Dean.

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 faculty member. Disability due to pregnancy and/or childbirth shall be treated in accordance with applicable statutes.

ARTICLE XV

REIMBURSEMENT FOR CONTINUING EDUCATION EXPENSES

A faculty member may request reimbursement for expenses in connection with continuing education courses. Such reimbursement may be provided at the sole discretion of the Dean if funds are available and if the course(s) is (are) determined to meet the needs of the faculty member's program and the school.

ARTICLE XVI

PARKING

Beginning July 1, 1993, and for every fiscal year until a successor agreement is concluded, the parking fee for all bargaining unit members will be equal to .5% of the base salary as of the last pay period of the previous fiscal year. All employees hired during any fiscal year shall pay a prorated fee for the remainder of the fiscal year based on their salary at time of hire.

ARTICLE XVII

FACULTY CONTRACTS

A. Faculty 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.

B. In cases where faculty contracts are not renewed due to program suspension or decrease in enrollment, if the need for faculty in these areas of competence should become required the University shall give due consideration to these faculty for rehire.

ARTICLE XVIII

TERMINATION FOR CAUSE

Faculty who are unit members and who are tenured or under a term contract shall not be removed or suspended for a period of more than thirty (30) days except for the reasons and pursuant to the procedures in this Article.

A. Grounds

The following may constitute grounds for removal or suspension:

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;
5. Serious violation of School or University policies and procedures or other codification's 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 Senior Vice President for Academic Affairs, or the Senior 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. The unit member shall be entitled to representation by the Association at such meeting. If the discipline is initiated by the Senior Vice President, the President shall conduct the meeting to ascertain the validity of the charges. Within ten days of the meeting, the Senior Vice President, any designee or the President shall notify the unit member, with a copy to the Association handbook, both to be sent by express and certified mail, of the disposition of the charges and the intended discipline.

C. Appeal

Within thirty (30) days of receipt of the notice of intended discipline, the unit member or Association may seek binding arbitration in accordance with PERC's rules by giving notice to that effect to the Senior Vice President and to PERC, with a copy to the Vice President for Human Resources. The arbitrator will be from a panel agreed upon by the parties or designated through PERC's procedures. Notice of an intention to seek arbitration shall ordinarily stay the

intended discipline. If such notice is not filed within thirty (30) calendar days of receipt of the notice of intended discipline shall be final and binding.

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.

ARTICLE XIX

DURATION OF THE AGREEMENT

A. This Agreement shall remain in full force and effect from the date of execution thereof through June 30, 2010. 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, 2009, 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. Official notice to the Association will be made by addressing the President of the Association.

APPENDIX A

Academic Appointments/Academic Titles/Tenure (from FY99 Re-opener)

**FOR THE UNIVERSITY OF MEDICINE FOR THE HEALTH PROFESSION
AND DENTISTRY OF NEW JERSEY FACULTY ASSOCIATION**

Bruce C. Vladeck, Ph.D.
President

Jill Reichman
Chief Negotiator - Faculty Assoc.

David M. Gibson, Ed.D.
Dean - SHRP

Matthew A. McQuillan, MS, PA-C

Gerard Garcia
Acting V.P. for Human Resources

Abdel Kanan, Esq.
Director of Labor Relations

APPENDIX B-1
SHRP REGULAR FACULTY
SALARY SCHEDULES
EFFECTIVE 12/26/05

<u>TITLE/RANGE</u>		<u>MIN.</u>	<u>MID.</u>	<u>MAX.</u>
Instructor				
FN 76	10 Month	35,264	52,427	69,591
FN 77	12 Month	42,312	63,041	83,768
Assistant Professor				
FN 78	10 Month	43,059	64,058	85,057
FN 79	12 Month	51,666	76,738	101,812
Associate Professor				
FN 80	10 Month	51,065	75,792	100,520
FN 81	12 Month	61,269	91,204	121,141
Professor				
FN 82	10 Month	59,492	88,383	117,275
FN 83	12 Month	71,383	106,573	141,762

APPENDIX B-2
SHRP REGULAR FACULTY
SALARY SCHEDULES
EFFECTIVE 09/03/06

<u>TITLE/RANGE</u>		<u>MIN.</u>	<u>MID.</u>	<u>MAX.</u>
Instructor				
FN 76	10 Month	36,102	53,672	71,244
FN 77	12 Month	43,317	64,538	85,757
Assistant Professor				
FN 78	10 Month	44,082	65,579	87,077
FN 79	12 Month	52,893	78,561	104,230
Associate Professor				
FN 80	10 Month	52,278	77,592	102,907
FN 81	12 Month	62,724	93,370	124,018
Professor				
FN 82	10 Month	60,905	90,482	120,060
FN 83	12 Month	73,078	109,104	145,129

APPENDIX B-3
SHRP REGULAR FACULTY
SALARY SCHEDULES
EFFECTIVE 09/02/07

<u>TITLE/RANGE</u>		<u>MIN.</u>	<u>MID.</u>	<u>MAX.</u>
Instructor				
FN 76	10 Month	36,959	54,947	72,936
FN 77	12 Month	44,346	66,071	87,794
Assistant Professor				
FN 78	10 Month	45,129	67,137	89,145
FN 79	12 Month	54,149	80,427	106,705
Associate Professor				
FN 80	10 Month	53,520	79,435	105,351
FN 81	12 Month	64,214	95,588	126,963
Professor				
FN 82	10 Month	62,351	92,631	122,911
FN 83	12 Month	74,814	111,695	148,576

APPENDIX B-4
SHRP REGULAR FACULTY
SALARY SCHEDULES
EFFECTIVE 08/31/08

<u>TITLE/RANGE</u>	<u>MIN.</u>	<u>MID.</u>	<u>MAX.</u>
Instructor			
FN 76 10 Month	37,837	56,252	74,668
FN 77 12 Month	45,399	67,640	89,879
Assistant Professor			
FN 78 10 Month	46,201	68,732	91,262
FN 79 12 Month	55,435	82,337	109,239
Associate Professor			
FN 80 10 Month	54,791	81,322	107,853
FN 81 12 Month	65,739	97,858	129,978
Professor			
FN 82 10 Month	63,832	94,831	125,830
FN 83 12 Month	76,591	114,348	152,105

APPENDIX B-5
SHRP REGULAR FACULTY
SALARY SCHEDULES
EFFECTIVE 09/06/09

<u>TITLE/RANGE</u>		<u>MIN.</u>	<u>MID.</u>	<u>MAX.</u>
Instructor				
FN 76	10 Month	38,783	57,658	76,535
FN 77	12 Month	46,534	69,331	92,126
Assistant Professor				
FN 78	10 Month	47,356	70,450	93,544
FN 79	12 Month	56,821	84,395	111,970
Associate Professor				
FN 80	10 Month	56,161	83,355	110,549
FN 81	12 Month	67,382	100,304	133,227
Professor				
FN 82	10 Month	65,428	97,202	128,976
FN 83	12 Month	78,506	117,207	155,908